

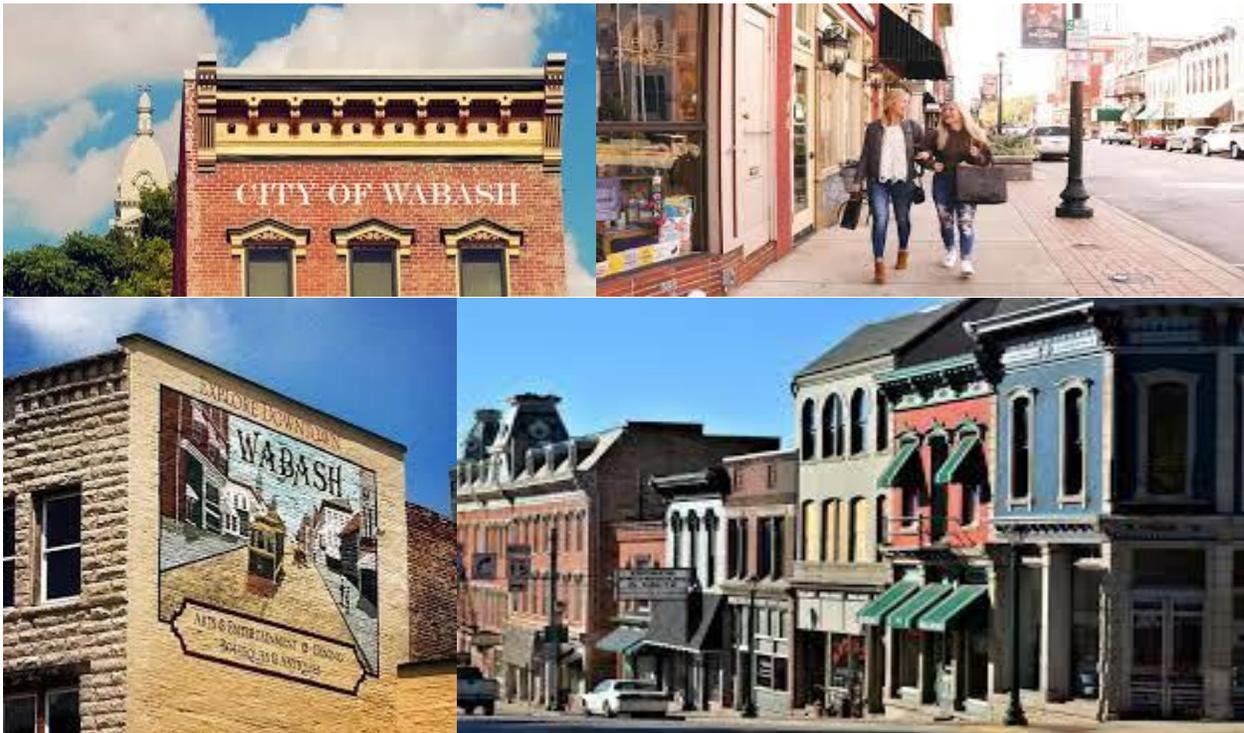
Board Members:

**Keith Gillenwater
Lisa Gilman
Patty Grant
Brian Haupert
Howard Halderman
Dan Krouse
Mayor Scott Long
Doug Lehman
Kristi Lundquist
Adam Penrod
Patrick Sullivan**



**Marilyn Custer-Mitchell, Board Chair
Tod Minnich, Vice Chair
Emily Boardman, Secretary
Gary Larson, Treasurer**

www.growwabashcounty.com



**REQUEST FOR DEVELOPMENT PROPOSAL FOR
EAST MARKET STREET / WABASH, INDIANA**

PROPOSALS DUE: March 14, 2023

**Grow Wabash County
214 S. Wabash Street
Wabash, Indiana 46992
Phone: 260.563.5258**

SECTION I
THE OPPORTUNITY

East Market Street

East Market Street in Wabash demonstrates three (3) distinct cycles in the commercial development of the City of Wabash. The Wabash County Museum on the north side of East Market Street, was originally a retail commercial space built in Italianate Style in the 1890s. The property was redeveloped many times including spending nearly sixty (60) years as a Sears store. Its third phase, representative of contemporary renewal efforts, saw the Museum outfitted in modern style. The Bridges/Speicher block across the street from the museum is an Italianate structure built around the same time as the museum, envisioned as commercial space with apartments above. The commercial spaces were, for the most part, removed as part of a recent renewal project that saw the entire structure turned into contemporary apartments. The buildings on the corner of Market and Wabash Street are the oldest structures in the area dating to Wabash's early commercial development in the 1850s and 1870s and are Italianate in style. The Family Video property was built after 1910 and was an early parking garage that was repurposed into a Kroger Grocery and was most recently a video rental business. There are several other properties on the south side of Market Street, which are all of more recent construction (the Moose Lodge, Replicade, and Living Faith Church).

East Market Street to Paradise Spring Park is one of the oldest developments in Wabash. The first brick home was built beneath what is today's Speicher/Bridges block. The first courthouse was built along what was supposed to be the intersection of Huntington and Market Streets. Local tradition indicates original survey stones may be buried there. The area was almost wholly residential until the later 1890s when the area was commercially developed and included retail and department stores, as well as light industry (soda factory), and a community gym (the W.A.A. building). The area was redeveloped for emphasis on housing during the housing shortage after World War II. These properties had become dilapidated in recent years and have been removed. Any new properties would find themselves only blocks away from world class entertainment at the Honeywell Center, cultural opportunities at the Museum and Paradise Spring, and the lifestyle offerings of numerous downtown retail spaces and restaurants.



Wabash Momentum

The City of Wabash has made downtown redevelopment and new development a primary objective. From 2010 to 2022, more than \$70,000,000 has been invested in downtown Wabash through various redevelopment and new development projects. Some of the many building blocks preceding this RFP include the following:

Project Name	Project Type	Estimated Cost
13/15 Corridor Streetscape	Amenity	\$3,300,000
26 W Market, Gilman	Exterior and Interior	\$662,980
41-47 W Market St, Gilman	Exterior and Interior	\$1,071,119
76, 78, 80 W Canal, Gilman	Exterior and Interior	\$2,905,965
Access Youth Center	Exterior	\$207,624
American Legion	Roof	
Auto Laundry	Interior	
Babe of Wabash County	Exterior and Interior	
Bedford	Exterior and Interior	\$800,000
Brian and Danielle Herd	Exterior and Interior	
Brimsos	Exterior	\$14,826
Bucheri McCarty Metz	Exterior	\$99,938
Bulldog Battery Corporate Office	Exterior	\$51,732
Business Condos with Laycock	Construction	\$500,000
Chapman's	Exterior and Interior	
Charging Stations	Amenity	\$86,000
Charley Creek Inn	Exterior and Interior	\$15,000,000
City Hall	Exterior	\$150,000
Clarkson House, Gilman	Exterior and Interior	\$27,197
Cole Knight	Exterior	\$19,694
Dale Dennis	Exterior and Interior	\$50,000
Dawg Park	Construction	
Dickos Peterson Metz	Exterior	
Downs Tandy Petruniw	Exterior	\$101,000
Eagles Theatre	Exterior and Interior	\$14,000,000
East Market Housing Project	Demolition and Acquisition	\$300,000
Fitness Court	Amenity	\$50,350
Francis Shoppe	Exterior	\$14,650
Friendship Hill	Construction	\$1,800,000
Friendship Hill	Abatement	\$497,016
Get Nailed	Roof	
Habanero Grill	Exterior and Interior	

Hero Memorial	Amenity	\$13,380
Hidden Diamond Homes on Hill St.	Exterior and Interior	
Honeywell Center	Lobby Remodel	
INGUARD	Interior	\$1,500,000
Intrasect Technologies	Interior	
Jim Reynolds	Exterior and Interior	
John Drook Skate Park	Upgrades	\$144,197
JoJo's	Interior	
Lighthouse Mission	Exterior and Interior	\$1,200,000
Living Faith Church	Exterior and Interior	
Mammoth Park/Smitty's Walls	Exterior	\$50,000
Market Street Grill, as Bob Budd	Exterior	\$82,615
Market Street Square	Exterior and Interior	\$94,000
Market/Canal Walk Way	Amenity	\$100,000
Mini Cafe	Interior	
Modoc's Market	Exterior and Interior	\$276,668
Nicole Howard	Exterior and Interior	
Ohh My Cakes	Exterior and Interior	
Pizza King	Exterior	\$14,000
Planters and sidewalk pavers	Amenity	
Public Wifi	Amenity	
Reading Room Books	Exterior	\$30,214
Riverfront Plaza	Amenity	\$82,659
Rock City Lofts	Exterior and Interior	\$9,600,000
Schlemmer's Fire	Exterior	\$17,273
Sheriff's House	Exterior	\$150,000
Splash and Dash	Exterior	\$400,000
Spouseep	Abatement	\$33,320
Stinson's	Exterior	\$24,000
StoryWalk	Amenity	
Sweet Shop	Exterior	\$3,575
Thomas Technologies	Exterior	\$10,000
Tod Minnich	Exterior and Interior	
Tree Sculpture at City Hall	Amenity	
United Fund	Exterior	\$15,736
Vandermark Duffey	Exterior and Interior	
Vandermark, at Bradley Bldg	Exterior and Interior	\$2,100,000
Veteran's Plaza	Amenity	\$97,000
Visit Wabash County	Exterior and Interior	
Wabash City Schools Admin	Interior	
Wabash County Museum	Exterior	\$79,218
Wabash CrossFit	Interior	\$7,000
Wabash Landing	Exterior and Interior	\$1,300,000
Wabash Presbyterian Church	Exterior and Interior	
Wabash Riverwalk Trail	Construction	\$153,286

Wabash Vallery Dance	Exterior and Interior	
Wabash Woollen Works, Gilman	Exterior and Interior	\$1,387,386
White Rock Recreation	Exterior and Interior	
Wooden Ivy	Interior	
Wooden Ivy as Crows Nest	Exterior	\$112,949
YMCA	Construction	\$10,000,000
TOTAL	TOTAL	\$70,788,567

On October 5, 2021, the Wabash Redevelopment Commission (the “Commission”) passed Resolution No. 2021-03 the *Resolution of the City of Wabash, Indiana, Redevelopment Commission Designating and Declaring Certain Areas as Economic Development Areas, Approving an Economic Development Plan for Said Areas, Establishing Residential Housing Programs in Said Areas and Regarding Related Matters*, which created certain “Economic Development Areas” for the establishment of a residential housing program and TIF District in the Market Street Residential Economic Development Area (the “East Market Street Asset”). On November 5, 2021, the Common Council of the City of Wabash approved, ratified and confirmed said resolution.

Tax increment revenues or other sources of funds available to the Redevelopment Commission may be used to finance the cost of infrastructure improvements in or serving the East Market Street Asset (as well as demolition), including without limitation, (1) transportation enhancement projects including, without limitation, curbs, gutters, shoulders, street paving and construction, bridge improvements, sidewalk and multiuse pathway improvements, street lighting, traffic signals, and site improvements including landscape buffers; (2) utility infrastructure projects including, without limitation, utility relocation, water lines, water wells, water towers, waste water lines, storm water lines, retention ponds, ditches, and storm water basin improvements; and (3) public park improvements and recreational equipment. Although the precise nature of infrastructure that may be necessary from time to time to attract and retain prospective redevelopment and economic development opportunities for the East Market Street Asset cannot be predicted with certainty, the availability of adequate infrastructure is of fundamental importance in attracting and retaining such opportunities in the East Market Street Asset. Tax increment revenues or other sources of funds available to the Redevelopment Commission may also be used to offset payments by developers on promissory notes in connection with economic development revenue bond financings undertaken by the unit, or to pay principal or interest on economic development revenue bonds issued by the unit to provide incentives to developers, in furtherance of the economic development or redevelopment purposes of the East Market Street Asset. The provision of incentives by the application of tax increment revenues to offset developer promissory notes that secure economic development revenue bonds, or to pay principal or interest on economic development revenue bonds issued by the unit to provide incentives to developers, in furtherance of the economic development or redevelopment purposes has become an established financing tool and an increasingly common form of incentive for attracting economic development and redevelopment.

Accordingly, Grow Wabash County would like to see the East Market Street Asset developed into a well-appointed, high-quality, owner-occupied/non-rental residential development. By virtue of its desirable location, the area is under significant development

pressure. Wabash engaged Zimmerman/Volk Associates to conduct a Residential Market Potential Study, which concluded that the City of Wabash should strive to offer a considerable number of new housing units in order to attract more talent with greater income diversity. Concepts that have been considered in conjunction with the East Market Street Asset include townhomes and other condo-type/shared wall offerings in the approximate fair market value of \$250,000 – \$275,000 per unit with an established HOA. Set forth below are conceptual drawings for potential development and interior layouts of units within the East Market Street Asset.



General Project Scope

1. **“As-Is” Condition**

This RFP gives you the opportunity to purchase in fee simple the entirety of the East Market Street Asset, which is presently bare ground mowed and maintained by the City of Wabash. Grow Wabash County makes no representations or warranties of any kind concerning the suitability or condition of the East Market Street Asset for respondent’s proposed development.

2. **Requirement of Development Plan**

You will be required to submit to Grow Wabash County a development plan which reflects an integrated and comprehensive development of the East Market Street Asset owned by Grow Wabash County. The Development Plan must include development of the entirety of the East Market Street Asset.

3. **Development Timeframe**

Grow Wabash County will require a negotiated time frame to complete the plan of development commencing as of the date of closing within 2-3 years.

4. **Development Plan Can Include Properties Beyond this RFP**

Your development plan may include other properties near the East Market Street Asset not owned by the Grow Wabash County that you deem important to a successful development plan.

5. **Recommendation for Streetscape Improvements to East Market Street**

Your proposal should include your recommendations and conceptual plans for City of Wabash streetscape improvements to East Market Street that compliment your plan of development.

6. **Detailed Financing Pro-Formas**

You will be asked to provide as detailed as possible financial pro-formas for development of the East Market Street Asset including identification of sources and uses, projected revenues and expenses.

7. **Evidence of Private Public Partnership Participation**

Your proposal should evidence past or current evidence of private public partnerships, your background and expertise in utilizing public investment opportunities, your proposal for

equity investment as part of East Market Street Asset development and repayment of the Grow Wabash County investment in the East Market Street Asset.

8. **Evidence of Understanding of Zoning Ordinance Requirements and Design Standards for Downtown Development**

Your proposal should evidence a working understanding and willingness to comply with the development standard and design standard requirements of Wabash's zoning ordinance and, as necessary, identify those areas which will necessitate a waiver from those standards. It is anticipated that a well-appointed, high-quality residential offering sensitive to existing development, accessibility and universal design will be proposed by the respondent.

9. **Informational Materials Included Herein**

This RFP includes informational and other related materials concerning the East Market Street Asset and the community. Grow Wabash County makes no representations or warranties concerning the accuracy, substance or content of these materials. Respondents should rely exclusively on their own due diligence and investigation of the East Market Street Asset.

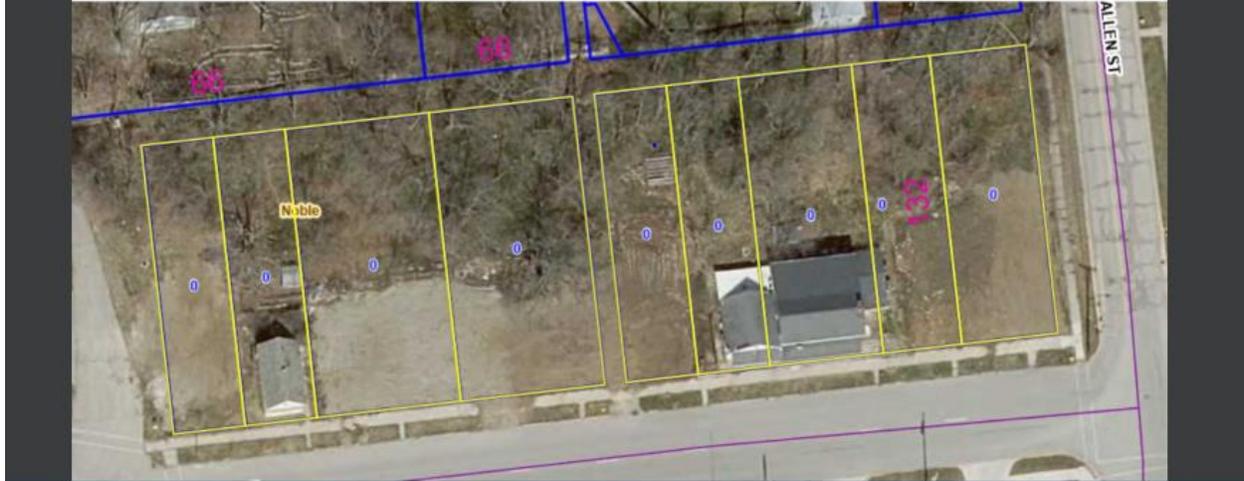
10. **Respondents Responsible for Their Own Costs and Expenses associated with any Proposal**

All costs and expenses associated with the proposal of a development plan are the responsibility of the developer. Grow Wabash County shall not be responsible for nor reimburse any fees or expenses associated incurred by the developer with regard to any submission or investigation undertaken by any developer concerning same whether or not such submission is selected or not.

SECTION II
THE REAL ESTATE

Wabash County GIS Image

(buildings no longer standing)



The East Market Street Asset consists of approximately nine (9) tracts of land comprised substantially of nine (9) city lots along the north side of Market Street from Huntington Street to Allen Street with the land having the Residential R-3 zoning designation. The land is currently bare ground maintained by City of Wabash.

- 192 E. Market St.
- 190 E. Market St.
- 176 E. Market St.
- 168 E. Market St.
- 142 E. Market St.
- 160 E. Market St.
- 118-122 E. Market St.
- 104 E. Market St.

SECTION III
REQUIRED SUBMISSION CONTENT

Required Submission Content:

1. **Plan of Development**

Your proposal must state in a clear and concise manner how you intend to develop the East Market Street Asset owned by Grow Wabash County in an integrated and comprehensive manner. You must include the following:

- A. Schematic Plans that show the location of structures, elevations, floor plans, service areas, etc.
- B. Proposed uses for each area of each building, including, but not limited to recreation/greenspace areas.
- C. Development Schedule that identifies the anticipated timing for each phase of the development process (i.e., financing, design, demolition/site work (as applicable), construction and owner occupancy). Grow Wabash County anticipates negotiating a schedule between 2-3 years from execution of a development agreement with Grow Wabash County and such other third parties as deemed necessary by Grow Wabash County (e.g., City of Wabash).
- D. Proposed landscape, lighting and accessibility/universal design elements incorporated into the East Market Street Asset.
- E. Buildings or land not owned by Grow Wabash County located near the East Market Street Asset necessary or deemed desirable for the plan of development together with a proposal for acquisition of same.
- F. The length of time you intend to hold the East Market Street Asset purchased from Grow Wabash County, the name of such entity to hold such asset, whether you intend to re-sell such asset after development and the time period you intend to sell such asset.
- G. Your proposal for streetscape improvements that you believe are necessary for successful development of East Market Street Asset including any recommendation as to whether East Market Street should be closed either on a temporary basis (during certain hours each day) or on a permanent basis.
- H. Proposed parking areas identified in your plan of development.
- I. Whether your plan of development conforms with the development standards and design standards identified by the City of Wabash zoning ordinance and which areas, if any, you exceed the minimum standards required of your plan of development. To the extent waivers will be required to implement your plan of development, please indicate, with specificity, those waivers and the justification for same.

2. **Purchase Terms**

Your proposal must provide a proposed purchase price, terms and any and all conditions necessary for the purchase of the East Market Street Asset from Grow Wabash County. Grow Wabash County has expended approximately \$300,000 on the East Market Street Asset, which was used by the Grow Wabash County to acquire and to demolish some of the formerly existing buildings located within the East Market Street Asset. Your proposal must include a recommendation and detailed plan for reimbursement of the amount due and owing Grow Wabash County either at closing or over a period of time. If over time,

your proposal should state whether it will be necessary to subordinate such lien and the circumstances for such subordination.

3. **Financial Pro Forma and References**

Your proposal must include a ten (10) year financial pro forma for development of the East Market Street Asset, including all sources and uses and projected revenue and expenses. You should include no less than three (3) financial institution references which provide a statement, without qualification, of your ability to finance the development of East Market Street Asset based on your proposed purchase terms and pro forma. Your pro forma should clearly articulate the equity infusion you project for the plan of development, the timing of such equity infusion in relation to other sources of funding and use and projected amounts of anticipated public financing.

4. **Development Team**

Your proposal must identify all members of your development team including:

- A. The names, background information and no less than three (3) references of each individual equity owner of the proposed development entity, including individual equity owners of any affiliated parent entity of the proposed development entity. References should include name, address and current telephone number of the responsible person to be contacted.
- B. The names, roles and contact information for the developer, architect, civil engineer, accounting firm, sales agent, property management agent and consultants to be involved in the development proposal.
- C. A brief profile of each firm or individual identified in sub-section (B) above which includes a concise narrative of the history of the firm or individual so identified, identification and nature of involvement with prior projects you deem similar or relevant to the East Market Street Asset. Please provide any applicable web site addresses for such firm or individual.
- D. A specific name, address, e-mail address and phone number of a singular point of contact for notifications to your team.
- E. Anticipated use of local architects, contractors or third-party vendors.

5. **Relevant Project Experience and Examples**

Your proposal must identify the projects that show you are well qualified for this development project, and specifically what you learned from such projects and what attributes from such projects that will be brought to development of the East Market Street Asset.

6. **Use of Public Source Funding**

Your proposal must identify those public funding sources you intend to utilize and deem necessary for successful development of the East Market Street Asset, if any. You should provide an adequate understanding of such public funding sources, identify prior use of such funding in other projects you have undertaken and the currently anticipated amount you intend to seek. You should include a certification that you have received no notice of

non-compliance or similar notice with respect to the administration or use of any form of public source funding you intend or may use for the East Market Street Asset.

8. **Restrictions on Use and Transfer of Building Assets.**

Your proposal should provide a willingness to accept title to East Market Street Asset subject to a restrictive covenant that limits certain uses and provides terms for re-purchase of the East Market Street Asset by Grow Wabash County in the event the plan of development is not completed within the time frame negotiated between you and Grow Wabash County. Your proposal should include a draft of such restrictive covenant agreement upon terms you believe are best suited for your plan of development and that seek to protect the interests of Grow Wabash County.

9. **Anticipated Due Diligence if Selected**

Your proposal should identify the additional due diligence you will request as part of a negotiated development agreement should you be the successful and awarded applicant for development of the East Market Street Asset, including the anticipated time frame to conduct such additional due diligence.

10. **Submission Location, Time and Format**

You must submit fifteen (15) printed copies and one electronic copy of your proposal by 2:00 p.m., EST, on or before March 14, 2023 to the following address:

Grow Wabash County
214 S. Wabash Street
Wabash, Indiana 46992
Attention: Keith A. Gillenwater, President & CEO
E-mail: keith@growwabashcounty.com

SECTION IV
TIMELINE

Timeline:

- | | | |
|----|--|---------------------------------|
| A. | Grow Wabash County Deliver of RFP: | January 16, 2023 |
| B. | Due Diligence Period: | January 16, 2023 – Feb 28, 2022 |
| C. | RFP Submittal: | March 14, 2023 |
| D. | Meeting with Grow Wabash County Board: | March 28 and 29, 2023 |
| E. | RFP Award by Grow Wabash County Board: | April 11, 2023 |
| F. | Negotiation of Development Agreement: | April 11, 2023 – May 11, 2023 |
| G. | Execution of Development Agreement: | May 12, 2023 |

SECTION V
EVALUATION CRITERIA

Evaluation Criteria:

Grow Wabash County will not be limited solely to the information provided in your proposal. Additional information modification to your proposal may be requested by Grow Wabash County at any time prior to selection of the successful developer. Each proposal given to Grow Wabash County shall be evaluated based upon a comprehensive analysis that will consider the following criteria:

1. Integrated Nature of Development Plan
2. Quality of Development Plan including, but not limited to:
 - a) Design, Technology and Materials
 - b) Degree to which the plan of development, if successfully implemented, is likely to stimulate additional development upon surrounding areas of downtown Wabash and is response to the desire to attract talent
 - d) Timing of development
 - e) Detail of schematic plans
 - f) Benefits of proposed streetscape plan
 - g) Willingness to hold investment made in the East Market Street Asset for a sustained period of time
 - h) Incorporation of accessibility features and universal design elements
3. Financial Benefit to Grow Wabash County and the City of Wabash as identified by:
 - a) Reimbursement of Grow Wabash County of investment in the East Market Street Asset acquired and readied for development
 - b) Projected tax revenues to Wabash County / City of Wabash
 - c) Number of jobs to be created during construction and long term
 - d) Number of individuals projected to live within the developed East Market Street Asset
 - e) Anticipated FMV of residential units and target purchase groups
4. Understanding and Commitment Towards Overall development of the East Market Street Asset in Relationship with Surrounding Areas of Redevelopment in Downtown Wabash
5. Team Experience with Similarly Situated development Efforts
6. Appropriateness of Financing Plan including, but not limited to:
 - a) Understanding and use of public source funding, if any
 - b) Equity commitment to overall plan of development
 - c) Capital Stack
 - d) Financial pro-forma provided to Grow Wabash County

SECTION VI
RESERVED RIGHTS

Reserved Rights:

1. **Right to Amend RFP**
Should it become necessary to revise any part of this RFP, provide additional information necessary to adequately interpret provisions and requirements of this RFP, or respond to written inquiries concerning this RFP, Grow Wabash County reserves the right to issue an Addendum to this RFP to all respondents who received the initial RFP.
2. **Right to Extend Timeline**
Grow Wabash County reserves the right to extend any portion of the timeline communicated in this RFP only for the purpose of extending the timeline and then, in such event, a new timeline will be communicated by Grow Wabash County to all respondents who received the RFP.
3. **Right to Conduct Ex Parte Communications with Developers**
Grow Wabash County reserves the right to conduct discussions with any or all respondents who received the RFP, in any manner necessary, to secure helpful information.
4. **Right to Waive Irregularities and Confidentiality of Internal Grow Wabash County Deliberations**
Grow Wabash County reserves the right to accept or reject any and all proposals, in its sole discretion, and to waive minor irregularities in responses to this RFP. All Grow Wabash County deliberations shall be confidential, shall not be open to the public and shall not be subject to any third-party request for information.
5. **Exclusive Right to Work Product**
Grow Wabash County reserves the exclusive right to own, possess and utilize all work product, schematics, financial information and other documentation obtained as a result of this RFP as Grow Wabash County determines in its sole discretion. Submittal of a response to this RFP shall be deemed the respondent's agreement to this reserved right without the necessity of any further agreement between the parties.
7. **Right to Exclude Respondent from Consideration**
Grow Wabash County reserves the right to exclude any respondent from consideration of being awarded the successful proposal in the event the respondent attempts or otherwise breaches the rights reserved to Grow Wabash County set forth above.

SECTION VII
EXHIBITS

Exhibit Table of Contents

Exhibit A	Survey
	<ul style="list-style-type: none">• 192 E. Market St.• 190 E. Market St.• 176 E. Market St.• 168 E. Market St.• 142 E. Market St.• 160 E. Market St.• 118-122 E. Market St.• 104 E. Market St.
Exhibit B	Title Insurance
	<ul style="list-style-type: none">• 104 E. Market St.• 118-122 E. Market St.• 142 E. Market St.• 176 E. Market St.• 190 E. Market St.• 192 E. Market St.• Warranty Deed
Exhibit C	Resolutions/TIF
	<ul style="list-style-type: none">• RDC Confirmatory Resolution 11.2.21 (signed)• Resolution 2021-03 Declaratory Resolution (signed)• Wabash Housing TIF 2021 – EDC Resolution Approving Economic Development Target Area• Wabash Housing TIF – School Board Resolution• Wabash Housing TIF – School Board Resolution of City Schools• Wabash City School Board Resolution (signed) 1.3.21• MSD School Board Resolution (signed) 12.14.21• Wabash Housing TIF 2021 – Letter to County Auditor
Exhibit D:	Development and Design Standards of City of Wabash (do these exist?)

Exhibit E: Website Links to Various City of Wabash Information Links

- https://library.municode.com/in/wabash/codes/code_of_ordinances?nodeId=CICO_CH10_ZOSURE
- https://library.municode.com/in/wabash/codes/code_of_ordinances
- <https://www.cityofwabash.com/category/index.php?categoryid=10>
- <https://www.growwabashcounty.com/>

Exhibit F: Anticipated Public Assistance

Exhibit A Surveys

192 E. Market St.



JOHN H. STEPHENS R.L.S., INC.
19 N. Wabash St.
Wabash, IN 46992
Phone: 260.563.8800
Fax: 260.563.8804

SHEET 1 OF 2

192
E.
Market

SURVEYOR'S REPORT

In accordance with Indiana Administrative Code (AC) 112, 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:

- a) Availability and condition of reference monuments.
- b) Occupation or possession lines.
- c) 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.
- d) Relative Positional Accuracy (RPA), the acceptable relative positional accuracy for the various survey classifications are as follows:
 - (1) Urban surveys: 0.17 feet plus 50 parts per million.
 - (2) Suburban surveys: 0.18 feet plus 100 parts per million.
 - (3) Rural surveys: 0.28 feet plus 200 parts per million.

THERE MAY BE DIFFERENCES BETWEEN DEED DIMENSIONS AND MEASURED DIMENSIONS ALONG THE BOUNDARY LINES ESTABLISHED BY THIS SURVEY. LIKEWISE, THERE MAY BE FOUND MONUMENTS NEAR, BUT NOT PRECISELY AT, SOME BOUNDARY CORNERS ESTABLISHED BY THIS SURVEY. IN CASES WHERE THE VARIANCE IS LESS THAN THE RELATIVE POSITIONAL ACCURACY STATED ABOVE, THE VARIANCE MAY BE CONSIDERED INSIGNIFICANT AND SHOWN FOR MATHEMATICAL CLOSURE PURPOSES ONLY. ANY VARIANCES GREATER THAN THE RELATIVE POSITIONAL ACCURACY STATED ABOVE SHOULD BE CONSIDERED WORTHY OF NOTE AND ARE SHOWN ON THE FLAT OF SURVEY AND POSSIBLY DISCUSSED BELOW.

FENCE LOCATIONS, THIS SURVEY WERE TAKEN FROM END POINTS, POSTS, AND MAJOR DEFLECTION POINTS. INTERMEDIATE LOCATIONS OF FENCE LINES MAY VARY FROM THE LOCATIONS DEPICTED THIS SURVEY.

PURPOSE OF SURVEY
THE PURPOSE OF THIS SURVEY IS TO RETRACE AND PERPETUATE THE BOUNDARIES OF A TRACT OF LAND OWNED BY BELLAH MARIE BULLINS AND CLAUDE EDWARD BULLINS, JR., BEING DESCRIBED ON DEED RECORD 226 PAGE 156 IN THE RECORDS OF THE WABASH COUNTY, INDIANA RECORDER.

METHODOLOGY USED THIS SURVEY
THIS SURVEY WAS CONDUCTED USING A GARLSON BRN+ RECEIVER WITH CORRECTIONS TRANSMITTED FROM THE INDIANA DEPARTMENT OF TRANSPORTATION INCORP NETWORK IN CONJUNCTION WITH CONVENTIONAL GROUND MEASUREMENTS MEASURED WITH A SODIMAR ZOOM 80 ROBOTIC TOTAL STATION. BEARINGS WERE BASED UPON GEODETIC NORTH AND RELATED TO THE SOUTH LINE OF MAIN STREET AS DEPICTED ON THE WITHIN FLAT OF SURVEY.

REFERENCE INFORMATION UTILIZED THIS SURVEY
HISTORICAL RECORD DOCUMENTS ON FILE IN THE OFFICE OF THE WABASH COUNTY, INDIANA RECORDER FOR THE CURRENT ADJOINING OWNERS OF THE SUBJECT TRACT(S).

THE ORIGINAL PLAT FOR THE TOWN (NOW CITY) OF WABASH, INDIANA AS RECORDED ON PAGES 103-104 OF PLAT BOOK 2 ON FILE IN THE OFFICE OF THE WABASH COUNTY, INDIANA RECORDER.

FLATS OF SURVEYS, COMPLETED BY MYSELF FOR, ADJACENT LOTS 101 AND 102, DATED JANUARY 19, 2018; FOR ADJACENT LOT 66, DATED MARCH 14, 2019 FOR ADJACENT LOT 64 DATED AUGUST 7, 2019; FOR THE WEST 39 FEET OF LOT 10, DATED MAY 7, 2019; FOR THE WEST 22 FEET OF LOT 65 AND THE EAST 15 FEET OF LOT 66, DATED DECEMBER 16, 2019.

AVAILABILITY AND CONDITION OF REFERENCE MONUMENTS
THE NORTHEAST CORNER OF LOT 106, THE SOUTHWEST CORNER OF THE EAST HALF OF VACATED HUNTINGTON STREET, THE SOUTHWEST CORNER OF THE WEST 15 FEET OF LOT 108, AND THE NORTHEAST CORNER OF LOT 112 WERE ALL FOUND PERPETUATED BY IRON REBAR STAKES WITH "JHS RLS" IDENTIFICATION. THESE REBAR STAKES WERE HELD TO ESTABLISH THE BOUNDARIES ESTABLISHED THIS SURVEY.

CURB LOCATIONS ALONG HUNTINGTON STREET, ALLEN STREET AND MARKET STREET WERE MEASURED TO DETERMINE THE PERIMETER OF THE BLOCK OF LOTS BOUNDING LOTS 65-70.

OCCUPATION OR POSSESSION LINES
POSSESSION WAS CONSISTENT WITH THE BOUNDARIES ESTABLISHED THIS SURVEY AND IN HARMONY WITH ADJACENT IMPROVEMENTS.

CLARITY OR AMBIGUITY OF THE RECORD DESCRIPTION USED AND OF ADJOINERS' DESCRIPTIONS AND THE RELATIONSHIP OF THE LINES OF THE SUBJECT TRACT WITH ADJOINERS' LINES
THE RECORD DOCUMENT DESCRIPTIONS WERE RELATIVELY CONSISTENT AND NO APPARENT GAPS (OR GORES) OR OVERLAPS IN TITLE WERE OBSERVED THIS SURVEY.

THEORY OF LOCATION
THE BOUNDARIES ESTABLISHED THIS SURVEY WERE ESTABLISHED BY HISTORICAL RECORD DOCUMENT DIMENSIONS AND PLAT DIMENSIONS. FROM THE ABOVE MENTIONED CONTROLLING MONUMENTATION, THIS THEORY OF LOCATION PLACES AN EXCESS MEASUREMENT OF 0.2 FEET NORTH TO SOUTH FOR LOTS 65 THROUGH 70.

VARIANCES OF 0.2 FEET OBSERVED IN THE STREET RIGHTS OF WAY ESTABLISHED FROM MONUMENTATION AS COMPARED TO BEING ESTABLISHED FROM THE CURB LOCATIONS.

HISTORICAL RECORD DOCUMENT - DESCRIPTION
Part of In Lot Sixty-five (65), in the Original Plat of the Town (now City) of Wabash, bounded and described as follows:

Begin at the southeast corner of said lot; thence west, along the south line of said lot, (and the north line of Market Street) Forty-four (44) feet; thence north on a line parallel with the east line of said lot, One Hundred and Thirty-two (132) feet to the north line thereof; thence east, along said north line, Forty-four (44) feet to the northeast corner of said lot; thence south along the east line of said lot, One Hundred and Thirty-two (132) feet to the place of beginning.

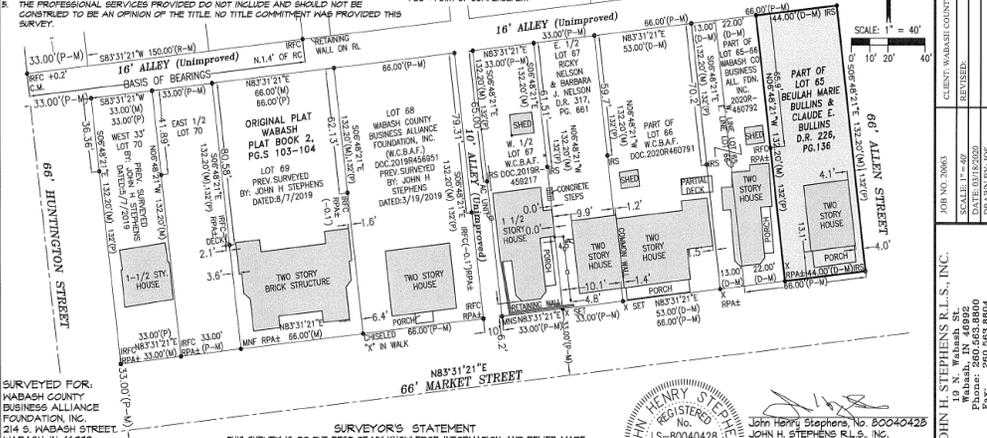
Subject to highways, right of ways, easements and restrictions of record.

NOTES

1. MONUMENTS WITH NO RELATIONSHIP TO HEIGHT OR DEPTH (ABOVE/BELOW GROUND) AS SHOWN ON THE WITHIN FLAT WERE FOUND FLUSH WITH GROUND LEVEL. MONUMENTS WITH NO RELATIONSHIP TO THE CORNER (ZERO) ARE WITHIN RELATIVE POSITIONAL ACCURACY STANDARDS FOR THIS CLASSIFICATION OF SURVEY.
2. MONUMENTS SET THIS SURVEY AS DEPICTED "IRS" ARE 5/8" DIAMETER IRON REBAR STAKES 24" LONG.
3. IDENTIFICATION CAPS ON IRON REBAR STAKES AND IDENTIFICATION MARKERS ON MASONRY NAILS AS SET THIS SURVEY ARE MARKED "JHS RLS, LS80040428".
4. THE BASIS OF BEARINGS THIS SURVEY HAS DETERMINED FROM A GRID BEARING (NAD 83, INDIANA EAST ZONE) BETWEEN MONUMENTS DEPICTED ON THE WITHIN FLAT.
5. THE PROFESSIONAL SERVICES PROVIDED DO NOT INCLUDE AND SHOULD NOT BE CONSIDERED TO BE AN OPINION OF THE TITLE. NO TITLE COMMITMENT HAS PROVIDED THIS SURVEY.

Annotation Legend

R/W = RIGHT OF WAY	ARC = LENGTH OF CURVATURE
P = PLATTED (OR PLAT) DIMENSION/COURSE	ESTABLISHED BOUNDARY
D = DEED DIMENSION/COURSE	D = CENTRAL ANGLE
R = RECORD DIMENSION/COURSE	DES = DEGREE OF CURVATURE
RPA = RELATIVE POSITIONAL ACCURACY	CD = CHORD BEARING
AGG = AGGREGATE	CD = CHORD DISTANCE
FFTH = FARM FIELD TYPE FENCE	IRP = IRON REBAR STAKE FOUND
40 YRS = 40 YEARS	IRP = IRON PIPE FOUND
CLT = CHAIN LINK TYPE FENCE	IRP = IRON REBAR STAKE FOUND
CM = CONTROLLING MONUMENT	IRP = IRON REBAR STAKE FOUND
W = INDICATES HEIGHT OR DEPTH OF MONUMENT FOUND	IRP = IRON REBAR STAKE FOUND
CL = CENTERLINE OF ROADWAY	IRP = IRON REBAR STAKE FOUND
POB = POINT OF BEGINNING	IRP = IRON REBAR STAKE FOUND
POC = POINT OF COMMENCEMENT	IRP = IRON REBAR STAKE FOUND



SURVEYED FOR:
WABASH COUNTY BUSINESS ALLIANCE FOUNDATION, INC.
214 S. WABASH STREET
WABASH, IN 46992

OWNER: BELLAH BULLINS, ET AL
FRIEP DESCRIPTION: EAST 44' OF LOT 65 OF P. WABASH
PROPERTY ADDRESS:
192 E. MARKET ST., WABASH, IN 46992

SURVEYOR'S STATEMENT
THIS SURVEY IS, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, MADE ACCORDING TO THE INSTRUCTIONS OF IAC #12 FOR A SUBURBAN CLASSIFICATION. RELATIVE POSITIONAL ACCURACIES OF 0.15 + (0.07 PPM), RETRACEMENT SURVEY, THE WITHIN SURVEY FIELD WORK WAS COMPLETED UNDER MY DIRECT SUPERVISION ON MARCH 17, 2020. THIS PLAT IS NOT VALID WITHOUT THE ACCOMPANYING SURVEYOR'S REPORT. 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.

JOHN HENRY STEPHENS
REGISTERED SURVEYOR
No. LS-80040428
STATE OF INDIANA
LAND SURVEYOR

John Henry Stephens, No. 80040428
JOHN H. STEPHENS R.L.S., INC.
19 N. WABASH ST.
WABASH, IN 46992
Phone: 260.563.8800
Fax: 260.563.8804
Jhs@jhs.com

CLIENT: WABASH COUNTY BUSINESS ALLIANCE FOUNDATION, INC.
JOB NO. 20065
SCALE: 1" = 40'
DATE: 03/18/2020
DRAWN BY: JHS
CHECKED BY: JHS

SHEET 1 OF TWO

190 E. Market St.

JOHN H. STEPHENS R.L.S., INC.
 19 N. Wabash St.
 Wabash, IN 46992
 Phone: 260.563.8800
 Fax: 260.563.8804
 jhsrls.com

SURVEYOR'S REPORT

In accordance with 865 Indiana Administrative Code (IAC) 1-12, 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.
- Occupation or possession lines.
- Clarity or ambiguity of the record description used and of adjoiners' descriptions and the relationship of the lines of the subject tract with adjoiners' lines.
- Relative Positional Accuracy (RPA), the acceptable relative positional accuracy for the various survey classifications are as follows:
 - Urban surveys: 0.07 feet plus 50 parts per million.
 - Suburban surveys: 0.15 feet plus 100 parts per million.
 - Rural surveys: 0.36 feet plus 200 parts per million.

THERE MAY BE DIFFERENCES BETWEEN DEED DIMENSIONS AND MEASURED DIMENSIONS ALONG THE BOUNDARY LINES ESTABLISHED THIS SURVEY. LIKEWISE, THERE MAY BE FOUND MONUMENTS NEAR, BUT NOT PRECISELY AT, SOME BOUNDARY CORNERS, ESTABLISHED THIS SURVEY. IN CASES WHERE THE VARIANCE IS LESS THAN THE RELATIVE POSITIONAL ACCURACY STATED ABOVE, THE VARIANCE MAY BE CONSIDERED INSIGNIFICANT AND SHOWN FOR MATHEMATICAL CLOSURE PURPOSES ONLY. ANY VARIANCES GREATER THAN THE RELATIVE POSITIONAL ACCURACY STATED ABOVE SHOULD BE CONSIDERED WORTHY OF NOTE AND ARE SHOWN ON THE FLAT OF SURVEY AND POSSIBLY DISCUSSED BELOW.

FENCE LOCATIONS, THIS SURVEY WERE TAKEN FROM END POINTS, POSTS, AND MAJOR DEFLECTION POINTS. INTERMEDIATE LOCATIONS OF FENCE LINES MAY VARY FROM THE LOCATIONS DEPICTED THIS SURVEY.

PURPOSE OF SURVEY
 THE PURPOSE OF THIS SURVEY IS TO RETRACE AND PERPETUATE THE BOUNDARIES OF A TRACT OF LAND OWNED BY DONALD BEAVER, BEING DESCRIBED ON DOCUMENT 2008R401241 IN THE RECORDS OF THE WABASH COUNTY, INDIANA RECORDER.

METHODOLOGY USED THIS SURVEY WAS G.N.S.S. MEASUREMENT UTILIZING A CARLSON BR6+ RECEIVER WITH CORRECTIONS TRANSMITTED FROM THE INDIANA DEPARTMENT OF TRANSPORTATION INCORS NETWORK IN CONJUNCTION WITH CONVENTIONAL GROUND MEASUREMENTS MEASURED WITH A GEOMAX ZOOM 80 ROBOTIC TOTAL STATION. BEARINGS WERE BASED UPON GEODETIC NORTH AND RELATED TO THE SOUTH LINE OF MAIN STREET AS DEPICTED ON THE WITHIN FLAT OF SURVEY.

REFERENCE INFORMATION UTILIZED THIS SURVEY
 HISTORICAL RECORD DOCUMENTS ON FILE IN THE OFFICE OF THE WABASH COUNTY, INDIANA RECORDER FOR THE CURRENT ADJOINING OWNERS OF THE SUBJECT TRACT(S).

THE ORIGINAL FLAT FOR THE TOWN (NOW CITY) OF WABASH, INDIANA AS RECORDED ON PAGES 103-104 OF PLAT BOOK 2 ON FILE IN THE OFFICE OF THE WABASH COUNTY, INDIANA RECORDER.

FLATS OF SURVEYS, COMPLETED BY MYSELF, FOR: ADJACENT LOTS 107 AND 108, DATED JANUARY 15, 2018; FOR ADJACENT LOT 68, DATED MARCH 14, 2014; FOR ADJACENT LOT 64, DATED AUGUST 7, 2014; AND FOR THE WEST 33 FEET OF LOT 70, DATED MAY 7, 2014.

AVAILABILITY AND CONDITION OF REFERENCE MONUMENTS
 THE NORTHEAST CORNER OF LOT 108, THE SOUTHWEST CORNER OF THE EAST HALF OF VACATED HUNTINGTON STREET, THE SOUTHEAST CORNER OF THE WEST 33 FEET OF LOT 108, AND THE NORTHEAST CORNER OF LOT 112 WERE ALL FOUND PERPETUATED BY IRON REBAR STAKES WITH "LHS RLS" IDENTIFICATION. THESE REBAR STAKES WERE HELD TO ESTABLISH THE BOUNDARIES ESTABLISHED THIS SURVEY.

CURB LOCATIONS ALONG HUNTINGTON STREET, ALLEN STREET AND MARKET STREET WERE MEASURED TO DETERMINE THE PERIMETER OF THE BLOCK OF LOTS BOUNDING LOTS 65-70.

OCCUPATION OR POSSESSION LINES
 POSSESSION WAS CONSISTENT WITH THE BOUNDARIES ESTABLISHED THIS SURVEY, EXCEPT FOR THE AREA EASTERLY OF THE SOUTHEAST CORNER OF THE TRACT WHERE POSSESSION WAS OBSERVED TO BE TO THE WOOD PRIVACY FENCE.

A PARTIAL DECK VARIES 1'-1"-2.0" ENCRoACHING THE WESTERLY ESTABLISHED BOUNDARY.

CLARITY OR AMBIGUITY OF THE RECORD DESCRIPTION USED AND OF ADJOINERS' DESCRIPTIONS AND THE RELATIONSHIP OF THE LINES OF THE SUBJECT TRACT WITH ADJOINERS' LINES
 THE RECORD DOCUMENT DESCRIPTIONS WERE RELATIVELY CONSISTENT AND NO APPARENT GAPS (OR GORES) OR OVERLAPS IN TITLE WERE OBSERVED THIS SURVEY.

THEORY OF LOCATION
 THE BOUNDARIES ESTABLISHED THIS SURVEY WERE ESTABLISHED BY HISTORICAL RECORD DOCUMENT DIMENSIONS AND FLAT DIMENSIONS, FROM THE ABOVE MENTIONED CONTROLLING MONUMENTATION. THIS THEORY OF LOCATION PLACES AN EXCESS MEASUREMENT OF 0.2 FEET NORTH TO SOUTH FOR LOTS 65 THROUGH 70.

VARIANCES OF 0.2' WERE OBSERVED IN THE STREET RIGHTS OF WAY ESTABLISHED FROM MONUMENTATION AS COMPARED TO BEING ESTABLISHED FROM THE CURB LOCATIONS.

HISTORICAL RECORD DOCUMENT - DESCRIPTION
 The West Twenty-two (22) feet of Lot Number Sixty-Seven (65) and the East Thirteen (13) feet of Lot Number 66 in the Original Plat of the Town (now City) of Wabash, Indiana.
 Subject to highways, rights-of-way, easements, and restrictions of record.

SHEET 1 OF 2

NOTES:

- MONUMENTS WITH NO RELATIONSHIP TO HEIGHT OR DEPTH (ABOVE/BELOW GROUND) AS SHOWN ON THE WITHIN FLAT WERE FOUND FLUSH WITH GROUND LEVEL. MONUMENTS WITH NO RELATIONSHIP TO THE CORNER (ERROR) ARE WITHIN RELATIVE POSITIONAL ACCURACY STANDARDS FOR THIS CLASSIFICATION OF SURVEY.
- MONUMENTS SET THIS SURVEY AS DEPICTED "IRS" ARE 5/8" DIAMETER IRON REBAR STAKES 24" LONG.
- IDENTIFICATION GAPS ON IRON REBAR STAKES AND IDENTIFICATION WASHERS ON MASONRY WALLS AS SET THIS SURVEY ARE MARKED "LHS RLS, 156004028".
- THE BASIS OF BEARINGS HAS BEEN DETERMINED FROM A GRID BEARING (NAD 83), INDIANA EAST ZONE BETWEEN MONUMENTS DEPICTED ON THE WITHIN FLAT.
- THE PROFESSIONAL SERVICES PROVIDED DO NOT INCLUDE AND SHOULD NOT BE CONSTRUED TO BE AN OPINION OF THE TITLE. NO TITLE COMMITMENT HAS PROVIDED THIS SURVEY.

Annotation Legend

P = PLATED (OR PLAIN) DIMENSION/COURSE ENC.	RN = RIGHT OF WAY	ARC = LENGTH OF CURVATURE
D = DEED DIMENSION/COURSE	ESTABLISHED BOUNDARY	RA = RADIUS OF CURVATURE
R = RECORD DIMENSION/COURSE	RPA = RELATIVE POSITIONAL ACCURACY	D = CENTRAL ANGLE
M = MEASURED DIMENSION	FFTF = FARM FIELD TYPE FENCE	DES = DEGREE OF CURVATURE
C = CALCULATED DIMENSION	40 YRS	CB = CHORD BEARING
R = REFERENCE CORNER	CLTF = CHAIN LINK TYPE FENCE	CD = CHORD DISTANCE
RL = REFERENCE LINE	HSG = MISCELLANEOUS	IRF = IRON REBAR STAKE FOUND
K = INDICATES HEIGHT OR DEPTH OF MONUMENT FOUND	REG = RECORD	RFC = IRON REBAR STAKE FOUND
CM = CONTROLLING MONUMENT	ONU = OVERHEAD UTILITIES AND APPURTENANCES	PLAS #0004028" LD, GAP
H = CENTERLINE OF ROADWAY		
POB = POINT OF BEGINNING		
POC = POINT OF COMMENCEMENT		

SURVEYED FOR:
 GORDON WABASH COUNTY
 24 S. WABASH STREET
 WABASH, IN 46992
 JOB NO. 14256
 OWNER: DONALD BEAVER
 BRIEF DESCRIPTION: WEST 22' OF LOT 65 & EAST 13' OF LOT 66 O.P. WABASH
 PROPERTY ADDRESS:
 190 E. MARKET ST. WABASH, IN 46992
 PARCEL: 85-14-11-403-044.000-004

SURVEYOR'S STATEMENT
 THIS SURVEY IS, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, MADE ACCORDING TO THE INSTRUCTIONS OF IAC #12 FOR A SUBURBAN CLASSIFICATION (RELATIVE POSITIONAL ACCURACY OF 0.15 + 100 PPM). RETRACEMENT SURVEY, THE WITHIN SURVEY FIELD WORK WAS COMPLETED UNDER MY DIRECT SUPERVISION ON DECEMBER 6, 2024. THIS FLAT IS NOT VALID WITHOUT THE ACCOMPANYING 'SURVEYOR'S REPORT'. 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.

John Harry Stephens, No. 80040428
 JOHN H. STEPHENS R.L.S., INC.
 19 N. WABASH STREET
 WABASH, IN 46992
 BY: JOHN H. STEPHENS
 PROFESSIONAL LAND SURVEYOR
 INDIANA LS #80040428
 ADDRESS:
 19 NORTH WABASH STREET
 WABASH, IN 46992

176 E. Market St.



JOHN H. STEPHENS R.L.S., INC.
19 N. Wabash St.
Wabash, IN 46892
Phone: 260.563.8800
Fax: 260.563.8804
jharla.com

SHEET 1 OF 2

SURVEYOR'S REPORT

In accordance with 865 Indiana Administrative Code (IAC) 1-2, 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.
- Occupancy or possession lines.
- Clarity or ambiguity of the record description used and of adjoiners' descriptions and the relationship of the lines of the subject tract with adjoiners' lines.
- Relative Positional Accuracy (RPA), the acceptable relative positional accuracy for the various survey classifications are as follows:
 - Urban surveys: 0.27 feet plus 50 parts per million.
 - Suburban surveys: 0.25 feet plus 100 parts per million.
 - Rural surveys: 0.26 feet plus 200 parts per million.

THERE MAY BE DIFFERENCES BETWEEN DEED DIMENSIONS AND MEASURED DIMENSIONS ALONG THE BOUNDARY LINES ESTABLISHED THIS SURVEY. LIKEWISE, THERE MAY BE FOUND MONUMENTS NEAR, BUT NOT PRECISELY AT, SOME BOUNDARY CORNERS, ESTABLISHED THIS SURVEY. IN CASES WHERE THE VARIANCE IS LESS THAN THE RELATIVE POSITIONAL ACCURACY STATED ABOVE, THE VARIANCE MAY BE CONSIDERED INSIGNIFICANT AND SHOWN FOR MATHEMATICAL CLOSURE PURPOSES ONLY. ANY VARIANCES GREATER THAN THE RELATIVE POSITIONAL ACCURACY STATED ABOVE SHOULD BE CONSIDERED WORTHY OF NOTE AND ARE SHOWN ON THE PLAT OF SURVEY AND POSSIBLY DISCUSSED BELOW.

FENCE LOCATIONS, THIS SURVEY WERE TAKEN FROM END POINTS, POSTS, AND MAJOR DEFLECTION POINTS. INTERMEDIATE LOCATIONS OF FENCE LINES MAY VARY FROM THE LOCATIONS DEPICTED THIS SURVEY.

PURPOSE OF SURVEY
THE PURPOSE OF THIS SURVEY IS TO RETRACE AND PERPETUATE THE BOUNDARIES OF A TRACT OF LAND OWNED BY VICTORIA CAMPBELL, BEING DESCRIBED ON DOCUMENT 2008R383431 IN THE RECORDS OF THE WABASH COUNTY, INDIANA RECORDER.

METHODOLOGY USED THIS SURVEY
THIS SURVEY WAS CONDUCTED USING A GARMIN BRVX+ RECEIVER WITH CORRECTIONS TRANSMITTED FROM THE INDIANA DEPARTMENT OF TRANSPORTATION INCORS NETWORK IN CONJUNCTION WITH CONVENTIONAL GROUND MEASUREMENTS MEASURED WITH A GEOMAX ZOOM 80 ROBOTIC TOTAL STATION. BEARINGS WERE BASED UPON GEODETIC NORTH AND RELATED TO THE SOUTH LINE OF MAIN STREET AS DEPICTED ON THE WITHIN PLAT OF SURVEY.

REFERENCE INFORMATION UTILIZED THIS SURVEY
HISTORICAL RECORD DOCUMENTS ON FILE IN THE OFFICE OF THE WABASH COUNTY, INDIANA RECORDER FOR THE CURRENT ADJOINING OWNERS OF THE SUBJECT TRACT(S).

THE ORIGINAL PLAT FOR THE TOWN (NOW CITY) OF WABASH, INDIANA AS RECORDED ON PAGES 103-104 OF PLAT BOOK 2 ON FILE IN THE OFFICE OF THE WABASH COUNTY, INDIANA RECORDER.

PLATS OF SURVEYS, COMPLETED BY MYSELF, FOR: ADJACENT LOTS 107 AND 108, DATED JANUARY 15, 2016; FOR ADJACENT LOT 68, DATED MARCH 19, 2014; FOR ADJACENT LOT 64, DATED AUGUST 7, 2014; AND FOR THE WEST 33 FEET OF LOT 70, DATED MAY 7, 2014.

AVAILABILITY AND CONDITION OF REFERENCE MONUMENTS
THE NORTHEAST CORNER OF LOT 106, THE SOUTHWEST CORNER OF THE EAST HALF OF VACATED HUNTINGTON STREET, THE SOUTHEAST CORNER OF THE WEST 51 FEET OF LOT 108, AND THE NORTHEAST CORNER OF LOT 112 WERE ALL FOUND PERPETUATED BY IRON REBAR STAKES WITH "JHS RLS" IDENTIFICATION. THESE REBAR STAKES WERE HELD TO ESTABLISH THE BOUNDARIES ESTABLISHED THIS SURVEY.

CURB LOCATIONS ALONG HUNTINGTON STREET, ALLEN STREET AND MARKET STREET WERE MEASURED TO DETERMINE THE PERIMETER OF THE BLOCK OF LOTS BOUNDING LOTS 65-70.

OCCUPATION OR POSSESSION LINES
POSSESSION WAS CONSISTENT WITH THE BOUNDARIES ESTABLISHED THIS SURVEY, EXCEPT FOR THE AREA EASTERLY OF THE SOUTHEAST CORNER OF THE TRACT WHERE POSSESSION WAS OBSERVED TO BE TO THE WOOD PRIVACY FENCE.

THE EASTERLY PORTION OF A PARTIAL DECK ENROACHES THE EASTERLY ESTABLISHED BOUNDARY. THE WESTERLY ADJOINING BUILDING ENROACHES THE ESTABLISHED WESTERLY ESTABLISHED BOUNDARY.

CLARITY OR AMBIGUITY OF THE RECORD DESCRIPTION USED AND OF ADJOINERS' DESCRIPTIONS AND THE RELATIONSHIP OF THE LINES OF THE SUBJECT TRACT WITH ADJOINERS' LINES
THE RECORD DOCUMENT DESCRIPTIONS WERE RELATIVELY CONSISTENT AND NO APPARENT GAPS (OR GORES) OR OVERLAPS IN TITLE WERE OBSERVED THIS SURVEY.

THEORY OF LOCATION
THE BOUNDARIES ESTABLISHED THIS SURVEY WERE ESTABLISHED BY HISTORICAL RECORD DOCUMENT DIMENSIONS AND PLAT DIMENSIONS, FROM THE ABOVE MENTIONED CONTROLLING MONUMENTATION. THIS THEORY OF LOCATION PLACES AN EXCESS MEASUREMENT OF 0.2 FEET NORTH TO SOUTH FOR LOTS 65 THROUGH 70.

VARIANCES OF 0.2 WERE OBSERVED IN THE STREET RIGHTS OF WAY ESTABLISHED FROM MONUMENTATION AS COMPARED TO BEING ESTABLISHED FROM THE CURB LOCATIONS.

HISTORICAL RECORD DOCUMENT - DESCRIPTION
The west Fifty-three (53) feet of Lot Number Sixty-six (66) in the Original Plat to the City of Wabash, Indiana.
Subject to highways, rights-of-way, easements, and restrictions of record.

PLAT OF RETRACEMENT SURVEY

NOTES:

- MONUMENTS WITH NO RELATIONSHIP TO HEIGHT OR DEPTH (ABOVE/BELOW GROUND) AS SHOWN ON THE WITHIN PLAT WERE FOUND FLUSH WITH GROUND LEVEL. MONUMENTS WITH NO RELATIONSHIP TO THE CORNER (ERROR) ARE WITHIN RELATIVE POSITIONAL ACCURACY STANDARDS FOR THIS CLASSIFICATION OF SURVEY.
- MONUMENTS SET THIS SURVEY AS DEPICTED "RIS" ARE 5/8" DIAMETER IRON REBAR STAKES 24" LONG.
- IDENTIFICATION GAPS ON IRON REBAR STAKES AND IDENTIFICATION WASHERS ON MASONRY WALLS AS SET THIS SURVEY ARE MARKED "JHS RLS LS#0040428".
- THE BASIS OF BEARINGS THIS SURVEY HAS DETERMINED FROM A GRID BEARING (NAD 83, INDIANA EAST ZONE) BETWEEN MONUMENTS DEPICTED ON THE WITHIN PLAT.
- THE PROFESSIONAL SERVICES PROVIDED DO NOT INCLUDE AND SHOULD NOT BE CONSIDERED TO BE AN OPINION OF THE TITLE. NO TITLE COMMITMENT WAS PROVIDED THIS SURVEY.

Annotation Legend

P = PLATED (OR PLAT) DIMENSION/COURSE	RN = RIGHT OF WAY	ARC = LENGTH OF CURVATURE
D = DEED DIMENSION/COURSE	ENC = ENCROACHMENT ACROSS ESTABLISHED BOUNDARY	RAD = RADIUS OF CURVATURE
R = RECORD DIMENSION/COURSE	RPA = RELATIVE POSITIONAL ACCURACY	D = CENTRAL ANGLE
H = MEASURED DIMENSION	FFIT = FARM FIELD TYPE FENCE	CS = DEGREE OF CURVATURE
C = CALCULATED DIMENSION	40 = YES	CB = CHORD BEARING
RC = REFERENCE CORNER	CLT = CHAIN LINK TYPE FENCE	CD = CHORD DISTANCE
RL = REFERENCE LINE	HSS = MISCELLANEOUS	RI = IRON REBAR STAKE FOUND
CM = CONTROLLING MONUMENT	REG = RECORD	RP = IRON PIPE FOUND
CM+ = INDICATES HEIGHT OR DEPTH OF MONUMENT FOUND	OH = OVERHEAD UTILITIES AND APPURTENANCES	RFC = IRON REBAR STAKE FOUND
CL = CENTERLINE OF ROADWAY		LS = JHS #80040428" I.D. CAP
POG = POINT OF BEGINNING		
POC = POINT OF COMMENCEMENT		

SURVEYOR'S STATEMENT

THIS SURVEY IS TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, MADE ACCORDING TO THE INSTRUCTIONS OF IAC 1-2 FOR A SUBURBAN CLASSIFICATION (RELATIVE POSITIONAL ACCURACIES OF 0.25 + 100 PPM). RETRACEMENT SURVEY, THE WITHIN SURVEY FIELD WORK, WAS COMPLETED UNDER MY DIRECT SUPERVISION ON DECEMBER 16, 2014. THIS PLAT IS NOT VALID WITHOUT THE ACCOMPANYING "SURVEYOR'S REPORT". 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.

JOHN HENRY STEPHENS
REGISTERED PROFESSIONAL LAND SURVEYOR
No. LS-80040428
STATE OF INDIANA

John Henry Stephens, No. 80040428
JOHN H. STEPHENS R.L.S., INC.
BY: JOHN H. STEPHENS
PROFESSIONAL LAND SURVEYOR
INDIANA LS #80040428
ADDRESS:
14 NORTH WABASH STREET
WABASH, IN 46892

SURVEYED FOR:
GROW WABASH COUNTY
214 S. WABASH STREET
WABASH, IN 46892
JOB No. R321
OWNER: VICTORIA CAMPBELL
BRIEF DESCRIPTION: WEST 53' OF LOT 66 OF P. WABASH
16 E. MARKET ST. WABASH IN 46892
PARCEL: 85-14-11-403-045.000-004

JOB No. 1937
SCALE: 1" = 40'
DRAWN BY: JHS
CHECKED BY: JHS

168 E. Market St.



JOHN H. STEPHENS R.L.S., INC.
19 N. Tabash St.
Wabash, IN 46092
Phone: 280.563.8800
Fax: 280.563.8804

SHEET 1 OF 2

SURVEYOR'S REPORT

In accordance with 865 Indiana Administrative Code (IAC) 1-12, 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.
- Occupation or possession lines.
- 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.
- Relative Positional Accuracy (RPA), the acceptable relative positional accuracy for the various survey classifications are as follows:
 - (1) Urban surveys: 0.01 feet plus 50 parts per million.
 - (2) Suburban surveys: 0.18 feet plus 100 parts per million.
 - (3) Rural surveys: 0.26 feet plus 200 parts per million.

THERE MAY BE DIFFERENCES BETWEEN DEED DIMENSIONS AND MEASURED DIMENSIONS ALONG THE BOUNDARY LINES ESTABLISHED THIS SURVEY. LIKEWISE, THERE MAY BE FOUND MONUMENTS NEAR, BUT NOT PRECISELY AT, SOME BOUNDARY CORNERS. ESTABLISHED THIS SURVEY. IN CASES WHERE THE VARIANCE IS LESS THAN THE RELATIVE POSITIONAL ACCURACY STATED ABOVE, THE VARIANCE MAY BE CONSIDERED INSIGNIFICANT AND SHOWN FOR MATHEMATICAL CLOSURE PURPOSES ONLY. ANY VARIANCES GREATER THAN THE RELATIVE POSITIONAL ACCURACY STATED ABOVE SHOULD BE CONSIDERED NOTWORTHY OF NOTE AND ARE SHOWN ON THE PLAT OF SURVEY AND POSSIBLY DISCUSSED BELOW.

FENCE LOCATIONS, THIS SURVEY WERE TAKEN FROM END POINTS, POSTS, AND MAJOR DEFLECTION POINTS. INTERMEDIATE LOCATIONS OF FENCE LINES MAY VARY FROM THE LOCATIONS DEPICTED THIS SURVEY.

PURPOSE OF SURVEY
THE PURPOSE OF THIS SURVEY IS TO RETRACE AND PERFECT THE BOUNDARIES OF A TRACT OF LAND OWNED BY RICKY AND BARBARA NELSON, BEING DESCRIBED ON DEED RECORD 311, PAGE 661 IN THE RECORDS OF THE WABASH COUNTY, INDIANA RECORDER.

METHODOLOGY USED THIS SURVEY WAS G.N.S.S. MEASUREMENT UTILIZING A GARLSON BRV6+ RECEIVER WITH CORRECTIONS TRANSMITTED FROM THE INDIANA DEPARTMENT OF TRANSPORTATION INCORS NETWORK. IN CONJUNCTION WITH CONVENTIONAL GROUND MEASUREMENTS MEASURED WITH A 600MAX ZOOM DO ROBOTIC TOTAL STATION. BEARINGS WERE BASED UPON GEODETIC NORTH AND RELATED TO THE SOUTH LINE OF MAIN STREET AS DEPICTED ON THE WITHIN PLAT OF SURVEY.

REFERENCE INFORMATION UTILIZED THIS SURVEY
HISTORICAL RECORD DOCUMENTS ON FILE IN THE OFFICE OF THE WABASH COUNTY, INDIANA RECORDER FOR THE CURRENT ADJOINING OWNERS OF THE SUBJECT TRACT(S).

THE ORIGINAL PLAT FOR THE TOWN (NOW CITY) OF WABASH, INDIANA AS RECORDED ON PAGES 103-104 OF PLAT BOOK 2 ON FILE IN THE OFFICE OF THE WABASH COUNTY, INDIANA RECORDER.

PLATS OF SURVEYS, COMPLETED BY MYSELF, FOR ADJACENT LOTS 107 AND 108, DATED JANUARY 15, 2018; FOR ADJACENT LOT 66, DATED MARCH 14, 2019; FOR ADJACENT LOT 64, DATED AUGUST 7, 2019; AND FOR THE WEST 33 FEET OF LOT 10, DATED MAY 7, 2019.

AVAILABILITY AND CONDITION OF REFERENCE MONUMENTS
THE NORTHEAST CORNER OF LOT 108, THE SOUTHWEST CORNER OF THE EAST HALF OF VACATED HUNTINGTON STREET, THE SOUTHEAST CORNER OF THE WEST 33 FEET OF LOT 108, AND THE NORTHEAST CORNER OF LOT 102 WERE ALL FOUND PERFECTED BY IRON REBAR STAKES WITH "48 RLS" IDENTIFICATION. THESE REBAR STAKES WERE HELD TO ESTABLISH THE BOUNDARIES ESTABLISHED THIS SURVEY.

CURB LOCATIONS ALONG HUNTINGTON STREET, ALLEN STREET AND MARKET STREET WERE MEASURED TO DETERMINE THE PERIMETER OF THE BLOCK OF LOTS BOUNDING LOTS 65-10.

OCCUPATION OR POSSESSION LINES
POSSESSION WAS CONSISTENT WITH THE BOUNDARIES ESTABLISHED THIS SURVEY, EXCEPT FOR THE AREA EASTERLY OF THE SOUTHWEST CORNER OF THE TRACT WHERE POSSESSION WAS OBSERVED TO BE TO THE PRIVACY FENCE AND END OF THE RETAINING WALL.

INCONSISTENCIES OF 1.2' TO 1.4' IN THE LOCATION OF THE COMMON MALL WITH THE HOUSE TO THE EAST-SEE PLAT.

CLARITY OR AMBIGUITY OF THE RECORD DESCRIPTION USED AND OF ADJOINERS' DESCRIPTIONS AND THE RELATIONSHIP OF THE LINES OF THE SUBJECT TRACT WITH ADJOINERS' LINES
THE RECORD DOCUMENT DESCRIPTIONS WERE RELATIVELY CONSISTENT AND NO APPARENT GAPS (OR GORES) OR OVERLAPS IN TITLE WERE OBSERVED THIS SURVEY.

THEORY OF LOCATION
THE BOUNDARIES ESTABLISHED THIS SURVEY WERE ESTABLISHED BY HISTORICAL RECORD DOCUMENT DIMENSIONS AND PLAT DIMENSIONS. FROM THE ABOVE MENTIONED CONTROLLING MONUMENTATION, THIS THEORY OF LOCATION PLACES AN EXCESS MEASUREMENT OF 0.2 FEET NORTH TO SOUTH FOR LOTS 65 THROUGH 70.

VARIANCES OF 0.2' WERE OBSERVED IN THE STREET RIGHTS OF WAY ESTABLISHED FROM MONUMENTATION AS COMPARED TO BEING ESTABLISHED FROM THE CURB LOCATIONS.

HISTORICAL RECORD DOCUMENT - DESCRIPTION
THE EAST HALF OF Lot Number Sixty-seven (67) in the Original Plat to the City of Wabash, Indiana.
Subject to highways, rights-of-way, easements, and restrictions of record.

PLAT OF RETRACEMENT SURVEY

NOTES:

- MONUMENTS WITH NO RELATIONSHIP TO RIGHT OR DEPTH (ABOVE-BELOW GROUND) AS SHOWN ON THE WITHIN PLAT WERE FOUND FLUSH WITH GROUND LEVEL. MONUMENTS WITH NO RELATIONSHIP TO THIS CLASSIFICATION OF SURVEY.
- MONUMENTS SET THIS SURVEY AS DEPICTED "48" ARE 5/8" DIAMETER IRON REBAR STAKES 24" LONG.
- IDENTIFICATION GAPS ON IRON REBAR STAKES AND IDENTIFICATION MARKERS ON MASONRY WALLS AS SET THIS SURVEY ARE MARKED "48 RLS, L560040428".
- THE BASIS OF BEARINGS THIS SURVEY HAS DETERMINED FROM A GRID BEARING (NAD 83, INDIANA EAST ZONE) BETWEEN MONUMENTS DEPICTED ON THE WITHIN PLAT.
- THE PROFESSIONAL SERVICES PROVIDED DO NOT INCLUDE AND SHOULD NOT BE CONSTRUED TO BE AN OPINION OF THE TITLE NO TITLE COMMENTARY HAS PROVIDED THIS SURVEY.

Annotation Legend

- P = PLATED OR PLAIN DIMENSION/COURSE
- D = DEED DIMENSION/COURSE
- R = RECORD DIMENSION/COURSE
- C = CALCULATED DIMENSION
- K = REFERENCE CORNER
- RL = REFERENCE LINE
- CM = CONTROLLING MONUMENT
- W = INDICATES HEIGHT OR DEPTH OF MONUMENT FOUND
- GL = CENTERLINE OF ROADWAY
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT

- RM = RIGHT OF WAY
- ENC = ENCROACHMENT ACROSS ESTABLISHED BOUNDARY
- RPA = RELATIVE POSITIONAL ACCURACY
- FFF = FARM FIELD TYPE FENCE
- 402 TPO =
- CLT = CHAIN LINK TYPE FENCE
- MIS = MISCELLANEOUS
- RES = RESIGNED
- OU = OVERHEAD UTILITIES AND APPURTENANCES
- ARC = LENGTH OF CURVATURE
- RAD = RADIUS OF CURVATURE
- D = CENTRAL ANGLE
- DB = DEGREE OF CURVATURE
- CB = CHORD BEARING
- CD = CHORD DISTANCE
- RI = IRON REBAR STAKE FOUND
- PI = IRON PIPE FOUND
- RF = IRON REBAR STAKE FOUND 7/16" ROD/4000# 12" CAP
- NKBA = WABASH CO. BUSINESS ALLIANCE FOUNDATION, INC.



SCALE: 1" = 40'

SURVEYED FOR:
GROW WABASH COUNTY
214 S. WABASH STREET
WABASH, IN 46092
JOB NO. 20046
OWNER: RICKY NELSON ET AL
BRIEF DESCRIPTION: EAST 1/2 OF LOT 67
O.P. WABASH
PROPERTY ADDRESS:
168 E. MARKET ST., WABASH, IN 46092
PARCEL: 25-14-1-402-000-004

SURVEYOR'S STATEMENT
THIS SURVEY IS, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, MADE ACCORDING TO THE INSTRUCTIONS OF IAC 1-12 FOR A SUBURBAN CLASSIFICATION (RELATIVE POSITIONAL ACCURACIES OF 0.18 + 100 PPM). RETRACEMENT SURVEY. THE WITHIN SURVEY FIELD WORK WAS COMPLETED UNDER MY DIRECT SUPERVISION ON FEBRUARY 29, 2020. THIS PLAT IS NOT VALID WITHOUT THE ACCOMPANYING SURVEYOR'S REPORT. 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.

John Henry Stephens, No. 80040428
No. LS-80040428
STATE OF INDIANA
REGISTERED LAND SURVEYOR

John H. Stephens, No. 80040428
JOHN H. STEPHENS R.L.S., INC.
BY: JOHN H. STEPHENS
PROFESSIONAL LAND SURVEYOR
INDIANA LS #00040428
ADDRESS:
19 NORTH WABASH STREET
WABASH, IN 46092

CLIENT: GROW WABASH COUNTY
JOB NO. 20046
SCALE: 1"=40'
REVISION:
DRAWN BY: JDS
CHECKED BY: JDS
SHEET 1 OF TWO

142 E. Market St.

JOHN H. STEPHENS R.L.S., INC.
 19 N. Wabash St.
 Wabash, IN 46992
 Phone: 260.563.8800
 Fax: 260.563.8804
 jhs@jhs.com

SHEET 1 OF 2

SURVEYOR'S REPORT

In accordance with 865 Indiana Administrative Code (IAC) 1-12, 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.
- Occupation or possession lines.
- 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.
- Relative Positional Accuracy (RPA), the acceptable relative positional accuracy for the various survey classifications are as follows:
 - Urban surveys: 0.07 feet plus 50 parts per million.
 - Suburban surveys: 0.18 feet plus 100 parts per million.
 - Rural surveys: 0.26 feet plus 200 parts per million.

THESE MAY BE DIFFERENCES BETWEEN DEED DIMENSIONS AND MEASURED DIMENSIONS ALONG THE BOUNDARY LINES ESTABLISHED THIS SURVEY. LIKEWISE, THERE MAY BE FOUND MONUMENTS NEAR, BUT NOT PRECISELY AT, SOME BOUNDARY CORNERS, ESTABLISHED THIS SURVEY. IN CASES WHERE THE VARIANCE IS LESS THAN THE RELATIVE POSITIONAL ACCURACY STATED ABOVE, THE VARIANCE MAY BE CONSIDERED INSIGNIFICANT AND SHOWN FOR MATHEMATICAL CLOSURE PURPOSES ONLY. ANY VARIANCES GREATER THAN THE RELATIVE POSITIONAL ACCURACY STATED ABOVE SHOULD BE CONSIDERED WORTHY OF NOTE AND ARE SHOWN ON THE PLAT OF SURVEY AND POSSIBLY DISCUSSED BELOW.

FENCE LOCATIONS, THIS SURVEY WERE TAKEN FROM END POINTS, POSTS, AND MAJOR DEFLECTION POINTS. INTERMEDIATE LOCATIONS OF FENCE LINES MAY VARY FROM THE LOCATIONS DEPICTED THIS SURVEY.

PURPOSE OF SURVEY
 THE PURPOSE OF THIS SURVEY IS TO RETRACE AND PERPETUATE THE BOUNDARIES OF A TRACT OF LAND OWNED BY KYLE FRANCE, BEING DESCRIBED ON DOCUMENT 2016R445222 IN THE RECORDS OF THE WABASH COUNTY, INDIANA RECORDER.

METHODOLOGY USED THIS SURVEY WAS G.N.S.S. MEASUREMENT UTILIZING A TRIMBLE R6 RECEIVER WITH CORRECTIONS TRANSMITTED FROM THE INDIANA DEPARTMENT OF TRANSPORTATION INCORS NETWORK IN CONJUNCTION WITH CONVENTIONAL GROUND MEASUREMENTS MEASURED WITH A SEAMAN ZOOM 80 ROBOTIC TOTAL STATION. BEARINGS WERE BASED UPON GEODETIC NORTH AND RELATED TO THE SOUTH LINE OF MAIN STREET AS DEPICTED ON THE WITHIN PLAT OF SURVEY.

REFERENCE INFORMATION UTILIZED THIS SURVEY
 HISTORICAL RECORD DOCUMENTS ON FILE IN THE OFFICE OF THE WABASH COUNTY, INDIANA RECORDER FOR THE CURRENT ADJOINING OWNERS OF THE SUBJECT TRACTS.

THE ORIGINAL PLAT FOR THE TOWN (NOW CITY) OF WABASH, INDIANA AS RECORDED ON PAGES 103-104 OF PLAT BOOK 2 ON FILE IN THE OFFICE OF THE WABASH COUNTY, INDIANA RECORDER.

A PLAT OF SURVEY, COMPLETED BY MYSELF, FOR ADJACENT LOTS 107 AND 108, DATED JANUARY 15, 2018.

AVAILABILITY AND CONDITION OF REFERENCE MONUMENTS
 THE NORTHEAST CORNER OF LOT 106, THE SOUTHWEST CORNER OF THE EAST HALF OF VACATED HUNTINGTON STREET, THE SOUTHEAST CORNER OF THE WEST 51 FEET OF LOT 108, AND THE NORTHEAST CORNER OF LOT 112 WERE ALL FOUND PERPETUATED BY IRON REBAR STAKES WITH "JHS RLS" IDENTIFICATION. THESE REBAR STAKES WERE HELD TO ESTABLISH THE BOUNDARIES ESTABLISHED THIS SURVEY.

CURB LOCATIONS ALONG HUNTINGTON STREET, ALLEN STREET AND MARKET STREET WERE MEASURED TO DETERMINE THE PERIMETER OF THE BLOCK OF LOTS BOUNDING LOTS 69-70.

OCCUPATION OR POSSESSION LINES
 NO VISIBLE EVIDENCE OF OCCUPATION OR POSSESSION HAS OBSERVED ALONG THE BOUNDARIES ESTABLISHED THIS SURVEY.

CLARITY OR AMBIGUITY OF THE RECORD DESCRIPTION USED AND OF ADJOINERS' DESCRIPTIONS AND THE RELATIONSHIP OF THE LINES OF THE SUBJECT TRACT WITH ADJOINERS' LINES
 THE RECORD DOCUMENT DESCRIPTIONS WERE RELATIVELY CONSISTENT AND NO APPARENT GAPS (OR GORES) OR OVERLAPS IN TITLE WERE OBSERVED THIS SURVEY.

THEORY OF LOCATION
 THE BOUNDARIES ESTABLISHED THIS SURVEY WERE ESTABLISHED BY HISTORICAL RECORD DOCUMENT DIMENSIONS AND PLAT DIMENSIONS, FROM THE ABOVE MENTIONED CONTROLLING MONUMENTATION. THIS THEORY OF LOCATION PLACES AN EXCESS MEASUREMENT OF 0.2 FEET NORTH TO SOUTH FOR LOTS 69 THROUGH 70.

VARIANCES OF 0.2' WERE OBSERVED IN THE STREET RIGHTS OF WAY ESTABLISHED FROM MONUMENTATION AS COMPARED TO BEING ESTABLISHED FROM THE CURB LOCATIONS.

HISTORICAL RECORD DOCUMENT - DESCRIPTION
 Lot Number Sixty-eight (68) in the Original Plat of the Town (now City) of Wabash.

PLAT OF RETRACEMENT SURVEY

NOTES:

- MONUMENTS WITH NO RELATIONSHIP TO HEIGHT OR DEPTH (ABOVE/BELOW GROUND) AS SHOWN ON THE WITHIN PLAT HERE FULFILL WITH GROUND LEVEL. MONUMENTS WITH NO RELATIONSHIP TO THE CORNER (ENCROR) ARE WITHIN RELATIVE POSITIONAL ACCURACY STANDARDS FOR THIS CLASSIFICATION OF SURVEY.
- MONUMENTS SET THIS SURVEY AS DEPICTED "IRS" ARE 3/8" DIAMETER IRON REBAR STAKES 24" LONG.
- IDENTIFICATION CAPS ON IRON REBAR STAKES AND IDENTIFICATION WASHERS ON MASONRY NAILS AS SET THIS SURVEY ARE MARKED "JHS RLS LS00040428".
- THE BASIS OF BEARINGS THIS SURVEY HAS DETERMINED FROM A GRID BEARING (NAD 83, INDIANA EAST ZONE) BETWEEN MONUMENTS DEPICTED ON THE WITHIN PLAT.
- THE PROFESSIONAL SERVICES PROVIDED DO NOT INCLUDE AND SHOULD NOT BE CONSTRUED TO BE AN OPINION OF THE TITLE. NO TITLE COMMITMENT HAS PROVIDED THIS SURVEY.

Annotation Legend

- P = PLATTED OR PLAN DIMENSION COURSE
- D = DEED DIMENSION COURSE
- R = RECORD DIMENSION COURSE
- M = MEASURED DIMENSION
- C = CALCULATED DIMENSION
- RC = REFERENCE CORNER
- RL = REFERENCE LINE
- CM = CONTROLLING MONUMENT
- HT = INDICATED HEIGHT OR DEPTH OF MONUMENT FOUND
- CL = CENTERLINE OF ROADWAY
- POS = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- RM = RIGHT OF WAY
- ENC = ENCROACHMENT ACROSS ESTABLISHED BOUNDARY
- RPA = RELATIVE POSITIONAL ACCURACY
- FFTT = FARM FIELD TYPE FENCE
- GLT = GALVANIZED TYPE FENCE
- MSG = MISCELLANEOUS
- REC = RECORD
- OH = OVERHEAD UTILITIES AND APPURTENANCES
- ARC = LENGTH OF CURVATURE
- RAD = RADIUS OF CURVATURE
- DA = CENTRAL ANGLE
- DEB = DEGREE OF CURVATURE
- CB = CHORD BEARING
- CD = CHORD DISTANCE
- RPF = IRON REBAR STAKE FOUND
- RFC = IRON REBAR STAKE FOUND "JHS 800040428" ID CAP
- RFL = IRON PIPE FOUND
- RRSF = RAILROAD SPIKE FOUND
- MW = MASONRY WALL FOUND
- MNS = MASON NAIL SET
- JHS = RLS ID CAP
- IRS = IRON REBAR SET
- JAS = RLS ID WASHER
- ID = IDENTIFICATION
- KCP = KNOT CORNER POST
- SCM = SECTION CORNER MONUMENT

SURVEYED FOR:
 GROW WABASH COUNTY
 214 S. WABASH STREET
 WABASH, IN 46942
 JOB No. 190286

OWNER: KYLE FRANCE
BRIEF DESCRIPTION: O.P. WABASH LOT 68
PROPERTY ADDRESS: 142 E. MARKET ST., WABASH IN 46942
PARCEL: 89-14-11-409-040.000-009

SURVEYOR'S STATEMENT
 THIS SURVEY IS TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF MADE ACCORDING TO THE INSTRUCTIONS OF IAC 1-12 FOR A SUBURBAN CLASSIFICATION. RELATIVE POSITIONAL ACCURACIES OF 0.18 + 100 PPMV RETRACEMENT SURVEY. THE WITHIN SURVEY FIELD WORK WAS COMPLETED UNDER MY DIRECT SUPERVISION ON MARCH 14, 2018. THIS PLAT IS NOT VALID WITHOUT THE ACCOMPANYING "SURVEYOR'S REPORT". 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.

JOHN H. STEPHENS R.L.S., INC.
 19 N. Wabash St.
 Wabash, IN 46992
 Phone: 260.563.8800
 Fax: 260.563.8804
 jhs@jhs.com

JOHN H. STEPHENS
 REGISTERED PROFESSIONAL LAND SURVEYOR
 INDIANA LS #80040428
 ADDRESS:
 19 NORTH WABASH STREET
 WABASH, IN 46942
 DATE: MARCH 14, 2018

CLIENT: GROW WABASH COUNTY
 SHEET: 1 OF TWO
 SCALE: 1" = 40'
 DATE: 03/14/2018
 PLOTTED BY: JHS

160 E. Market St.

JOHN H. STEPHENS R.L.S., INC.
 19 N. Wabash St.
 Wabash, IN 46992
 Phone: 260.563.6800
 Fax: 260.563.6800
 jhsrls.com

SHEET 1 OF 2

SURVEYOR'S REPORT

In accordance with 869 Indiana Administrative Code (IAC) 1-2, 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.
- Occupation or possession lines.
- 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.
- Relative Positional Accuracy (RPA), the acceptable relative positional accuracy for the various survey classifications are as follows:
 - Urban surveys: 0.07 feet plus 90 parts per million.
 - Suburban surveys: 0.15 feet plus 100 parts per million.
 - Rural surveys: 0.26 feet plus 200 parts per million.

THERE MAY BE DIFFERENCES BETWEEN DEED DIMENSIONS AND MEASURED DIMENSIONS ALONG THE BOUNDARY LINES ESTABLISHED THIS SURVEY. LIKEWISE, THERE MAY BE FOUND MONUMENTS NEAR, BUT NOT PRECISELY AT, SOME BOUNDARY CORNERS, ESTABLISHED THIS SURVEY. IN CASES WHERE THE VARIANCE IS LESS THAN THE RELATIVE POSITIONAL ACCURACY STATED ABOVE, THE VARIANCE MAY BE CONSIDERED INSIGNIFICANT AND SHOWN FOR MATHEMATICAL CLOSURE PURPOSES ONLY. ANY VARIANCES GREATER THAN THE RELATIVE POSITIONAL ACCURACY STATED ABOVE SHOULD BE CONSIDERED WORTHY OF NOTE AND ARE SHOWN ON THE PLAT OF SURVEY AND POSSIBLY DISCUSSED BELOW.

FENCE LOCATIONS, THIS SURVEY WERE TAKEN FROM END POINTS, POSTS, AND MAJOR DEFLECTION POINTS. INTERMEDIATE LOCATIONS OF FENCE LINES MAY VARY FROM THE LOCATIONS DEPICTED THIS SURVEY.

PURPOSE OF SURVEY
 THE PURPOSE OF THIS SURVEY IS TO RETRACE AND PERPETUATE THE BOUNDARIES OF A TRACT OF LAND OWNED BY GARRETT BALDRIDGE, BEING DESCRIBED ON DOCUMENT 2018428923 IN THE RECORDS OF THE WABASH COUNTY, INDIANA RECORDER.

METHODOLOGY USED THIS SURVEY
 THIS SURVEY WAS G.N.S.S. MEASUREMENT UTILIZING A TRIMBLE R8 RECEIVER WITH CORRECTIONS TRANSMITTED FROM THE INDIANA DEPARTMENT OF TRANSPORTATION INCORP NETWORKS IN COINCIDENT WITH CONVENTIONAL GROUND MEASUREMENTS MEASURED WITH A GEOMAX ZOOM 80 ROBOTIC TOTAL STATION. BEARINGS WERE BASED UPON GEODETIC NORTH AND RELATED TO THE SOUTH LINE OF MAIN STREET AS DEPICTED ON THE WITHIN PLAT OF SURVEY.

REFERENCE INFORMATION UTILIZED THIS SURVEY
 HISTORICAL RECORD DOCUMENTS ON FILE IN THE OFFICE OF THE WABASH COUNTY, INDIANA RECORDER FOR THE CURRENT ADJOINING OWNERS OF THE SUBJECT TRACT(S).

THE ORIGINAL PLAT FOR THE TOWN (NOW CITY) OF WABASH, INDIANA AS RECORDED ON PAGES 109-104 OF PLAT BOOK 2 ON FILE IN THE OFFICE OF THE WABASH COUNTY, INDIANA RECORDER.

PLATS OF SURVEYS COMPLETED BY MYSELF, FOR ADJACENT LOTS 107 AND 108, DATED JANUARY 15, 2019; FOR ADJACENT LOT 68, DATED MARCH 14, 2014; FOR ADJACENT LOT 64, DATED AUGUST 7, 2014; AND FOR THE WEST 33 FEET OF LOT 10, DATED MAY 7, 2014.

AVAILABILITY AND CONDITION OF REFERENCE MONUMENTS
 THE NORTHEAST CORNER OF LOT 106, THE SOUTHWEST CORNER OF THE EAST HALF OF VACATED HUNTINGTON STREET, THE SOUTHEAST CORNER OF THE WEST 51 FEET OF LOT 106, AND THE NORTHEAST CORNER OF LOT 112 WERE ALL FOUND PERPETUATED BY IRON REBAR STAKES WITH "JHS RLS" IDENTIFICATION. THESE REBAR STAKES WERE HELD TO ESTABLISH THE BOUNDARIES ESTABLISHED THIS SURVEY.

CURB LOCATIONS ALONG HUNTINGTON STREET, ALLEN STREET AND MARKET STREET WERE MEASURED TO DETERMINE THE PERIMETER OF THE BLOCK OF LOTS BOUNDING LOTS 65-70.

OCCUPATION OR POSSESSION LINES
 POSSESSION WAS CONSISTENT WITH THE BOUNDARIES ESTABLISHED THIS SURVEY, EXCEPT FOR THE AREA EASTERLY OF THE SOUTHEAST CORNER OF THE TRACT WHERE POSSESSION WAS OBSERVED TO BE TO THE NOOD PRIVACY FENCE.

THE EASTERLY PORTION OF THE HOUSE IS WITHIN 0.1' OF THE ESTABLISHED BOUNDARY.

CLARITY OR AMBIGUITY OF THE RECORD DESCRIPTION USED AND OF ADJOINERS' DESCRIPTIONS AND THE RELATIONSHIP OF THE LINES OF THE SUBJECT TRACT WITH ADJOINERS' LINES
 THE RECORD DOCUMENT DESCRIPTIONS WERE RELATIVELY CONSISTENT AND NO APPARENT GAPS (OR GORES) OR OVERLAPS IN TITLE WERE OBSERVED THIS SURVEY.

THEORY OF LOCATION
 THE BOUNDARIES ESTABLISHED THIS SURVEY WERE ESTABLISHED BY HISTORICAL RECORD DOCUMENT DIMENSIONS AND PLAT DIMENSIONS, FROM THE ABOVE MENTIONED CONTROLLING MONUMENTATION. THIS THEORY OF LOCATION PLACES AN EXCESS MEASUREMENT OF 0.2 FEET NORTH TO SOUTH FOR LOTS 65 THROUGH 70.

VARIANCES OF 0.2' WERE OBSERVED IN THE STREET RIGHTS OF WAY ESTABLISHED FROM MONUMENTATION AS COMPARED TO BEING ESTABLISHED FROM THE CURB LOCATIONS.

HISTORICAL RECORD DOCUMENT - DESCRIPTION
 The West Half of Lot Number Sixty-Seven (67) in the Original Plat of the Town (now City) of Wabash, Indiana.

Subject to highways, rights-of-way, easements, and restrictions of record.

PLAT OF RETRACEMENT SURVEY

NOTES:

- MONUMENTS WITH NO RELATIONSHIP TO HEIGHT OR DEPTH (ABOVE/BELOW GROUND) AS SHOWN ON THE WITHIN PLAT WERE FOUND FLUSH WITH GROUND LEVEL. MONUMENTS WITH NO RELATIONSHIP TO THE CORNER (ERRORS) ARE WITHIN RELATIVE POSITIONAL ACCURACY STANDARDS FOR THIS CLASSIFICATION OF SURVEY.
- MONUMENTS SET THIS SURVEY AS DEPICTED "IRS" ARE 3/8" DIAMETER IRON REBAR STAKES 24" LONG.
- IDENTIFICATION CAPS ON IRON REBAR STAKES AND IDENTIFICATION WASHERS ON MASONRY NAILS AS SET THIS SURVEY ARE MARKED "JHS RLS LS80040428".
- THE BASIS OF BEARINGS THIS SURVEY WAS DETERMINED FROM A GRID BEARING (NAD 83, INDIANA EAST ZONE) BETWEEN MONUMENTS DEPICTED ON THE WITHIN PLAT.
- THE PROFESSIONAL SERVICES PROVIDED DO NOT INCLUDE AND SHOULD NOT BE CONSTRUED TO BE AN OPINION OF THE TITLE. NO TITLE COMMITMENT WAS PROVIDED THIS SURVEY.

Annotation Legend

- P = PLATTED OR PLAIN DIMENSION/COURSE
- D = DEED DIMENSION/COURSE
- R = RECORD DIMENSION/COURSE
- M = MEASURED DIMENSION
- C = CALCULATED DIMENSION
- RC = REFERENCE CORNER
- RL = REFERENCE LINE
- CM = CONTROLLING MONUMENT
- HC = INDICATES HEIGHT OR DEPTH OF MONUMENT FOUND
- GL = CENTERLINE OF ROADWAY
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- ROH = RIGHT OF WAY
- ENC = ENCROACHMENT ACROSS ESTABLISHED BOUNDARY
- RPA = RELATIVE POSITIONAL ACCURACY
- FFTF = FARM FIELD TYPE FENCE 440 YRS
- CLTF = CHAIN LINK TYPE FENCE 440 YRS
- MSG = MISCELLANEOUS
- REG = RECORD
- OH = OVERHEAD UTILITIES AND APPURTENANCES
- ARC = LENGTH OF CURVATURE
- RD = RADIUS OF CURVATURE
- CA = CENTRAL ANGLE
- DES = DEGREE OF CURVATURE
- INT = IRON REBAR STAKE FOUND
- CD = CHORD DISTANCE
- IRP = IRON PIPE FOUND
- IRFC = IRON REBAR STAKE FOUND / "JHS 80040428" ID. CAP
- PKP = PK NAIL FOUND
- RRSP = RAILROAD SPIKE FOUND
- HWF = HAS WALK FOUND
- IRS = IRON REBAR SET / "JHS - RLS ID. CAP
- HAS = HAS WALK SET / "JHS - RLS ID. WASHER
- ID = IDENTIFICATION
- PKP = HOUS CORNER POST
- SCM = SECTION CORNER MONUMENT

SCALE: 1" = 40'

SURVEYED FOR:
 GROW WABASH COUNTY
 214 S. WABASH STREET
 WABASH IN 46442
 JOB No. 19181

OWNER: GARRETT BALDRIDGE
BRIEF DESCRIPTION: WEST HALF LOT 67
 2 P. WABASH
PROPERTY ADDRESS:
 160 E. MARKET ST. WABASH IN 46442
PARCEL: 85-14-11-403-041.000-004

SURVEYOR'S STATEMENT
 THIS SURVEY IS, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF MADE ACCORDING TO THE INSTRUCTIONS OF IAC 1-2 FOR A SUBURBAN CLASSIFICATION (RELATIVE POSITIONAL ACCURACIES OF 0.15 + 100 PPM) RETRACEMENT SURVEY. THE WITHIN SURVEY FIELD WORK WAS COMPLETED UNDER MY DIRECT SUPERVISION ON SEPTEMBER 23, 2019. THIS PLAT IS NOT VALID WITHOUT THE ACCOMPANYING "SURVEYOR'S REPORT". 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.

JOHN HENRY STEPHENS
 No. LS-80040428
 STATE OF INDIANA
 LAND SURVEYOR

BY: JOHN H. STEPHENS
 PROFESSIONAL LAND SURVEYOR
 INDIANA LS 80040428
 ADDRESS:
 19 NORTH WABASH STREET
 WABASH, IN 46492

JOHN H. STEPHENS R.L.S., INC.
 19 N. Wabash St.
 Wabash, IN 46992
 Phone: 260.563.6800
 Fax: 260.563.6800
 jhsrls.com

JOB NO. 19181
 SCALE: 1" = 40'
 DATE: 09/23/2019
 REVISED:
 CHECKED BY: JHS

CLIENT: GROW WABASH COUNTY
 SHEET
 OF TWO

Exhibit B
Title Insurance

**THE
CINCINNATI INSURANCE COMPANIES**

THE CINCINNATI INSURANCE COMPANY THE CINCINNATI INDEMNITY COMPANY
 THE CINCINNATI CASUALTY COMPANY

Named Insured: WABASH COUNTY BUSINESS ALLIANCE, DBA: GROW WABASH COUNTY

Policy Number: EPP 045 03 28 / EBA 045 03 28

Policy Period: 08-01-2018 to 08-01-2021

Effective Date of Change: 05-08-2019

Endorsement Number: 3

Agency Name: INGUARD 13-701
WABASH, IN

Explanation of Billing

A change was recently made to your policy with The Cincinnati Insurance Companies. Attached to this summary is the endorsement that amends your policy.

The additional premium for this endorsement is \$ 1

This premium is for the time period of 05-08-2019 to 08-01-2019. You will receive a statement based on the payment option you have selected.

Please contact your agency if you have any questions concerning your policy or statement:

INGUARD
231 W CANAL ST
WABASH, IN 46992-3218

866-563-8821

This is not a bill. No payment is necessary at this time.

IA 4319 08 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL CHANGE ENDORSEMENT

Attached to and forming part of:

Auto / Garage Policy Number **EBA 045 03 28** All Other Policy Number **EPP 045 03 28** Effective Date of Endorsement **05-08-2019**

Issued to **WABASH COUNTY BUSINESS ALLIANCE, DBA: GROW WABASH COUNTY**

Agent **INGUARD 13-701**
WABASH, IN

Endorsement # **3**

PREMIUM INFORMATION

Additional Premium Due at Endorsement Effective Date REFER TO IA4319

Subsequent Annual Installments Increased by \$ _____

Revised Annual Installment Payment(s) \$ _____

It is agreed that the policy is amended as indicated by

Policy Installment Premium Amended to:

Annual Semi-Annual Quarterly

Named Insured

Mailing Address

Form(s) Added

Form(s) Deleted

All Other Reason for Change

ADDING LOCATION 6 PER REVISED IA904 ATTACHED

ADDING 49452 (LOC 6) PER REVISED GA532 ATTACHED

Auto / Garage Reason for Change

07-02-2019 14:38

IA 4329 12 09

Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF LOCATIONS

<u>LOC.</u>	<u>STREET ADDRESS</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP CODE</u>
1	214 S WABASH ST WABASH, IN 46992-3132			
2	HOST SW 35-26-7 WABASH, IN 46992			
3	SW PT NW 1/4-36-26-7 WABASH, IN 46992			
4	SW PT NW 1/4 35-26-7 WABAHS, IN 46992			
5	142 E MARKET ST WABASH, IN 46992-3125			
6	104 E MARKET ST WABASH, IN 46992-3125			

IA 904 04 04

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: EPP 045 03 28

Named Insured is the same as it appears in the Common Policy Declarations

LIMITS OF INSURANCE

EACH OCCURRENCE LIMIT	\$ 1,000,000	
GENERAL AGGREGATE LIMIT	\$ 2,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000	
PERSONAL & ADVERTISING INJURY LIMIT	\$ 1,000,000	ANY ONE PERSON OR ORGANIZATION
DAMAGE TO PREMISES RENTED TO YOU LIMIT		ANY ONE PREMISES
\$100,000 limit unless otherwise indicated herein:	\$ SEE GA227	
MEDICAL EXPENSE LIMIT		ANY ONE PERSON
\$5,000 limit unless otherwise indicated herein:	\$	

CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
			Products / Completed Operations	All Other	Products / Completed Operations	All Other
LOC. 1 - IN CLUBS - CIVIC, SERVICE OR SOCIAL NFP INCL PROD AND/OR COMP OP	41668	A1,000		140.020		140
LOC. 2 - IN VACANT LAND - NFP INCL PROD AND/OR COMP OP	49452	E100 EACH		2.845		285
VACANT LAND - NFP INCL PROD AND/OR COMP OP	49452	E32 EACH		1.251		40
LOC. 3 - IN VACANT LAND - NFP INCL PROD AND/OR COMP OP	49452	E10 EACH		2.845		28
LOC. 4 - IN VACANT LAND - NFP INCL PROD AND/OR COMP OP	49452	E40 EACH		2.845		114
LOC. 5 - IN VACANT LAND - NFP INCL PROD AND/OR COMP OP	49452	E1 EACH		2.845		3
LOC. 6 - IN VACANT LAND - NFP INCL PROD AND/OR COMP OP	49452	E1 EACH		2.595		3

GA 532 07 08

EPP 045 03 28

Page 1 of 2

CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
			Products / Completed Operations	All Other	Products / Completed Operations	All Other
EXTENDED LIABILITY	20296	A - Area B - Payroll C - Gross Sales D - Units E - Other		2%		125 MP
ADDITIONAL INSUREDS	29938					35

The General Liability Coverage Part is subject to an annual minimum premium.

TOTAL ANNUAL PREMIUM \$ 773

FORMS AND / OR ENDORSEMENTS APPLICABLE TO COMMERCIAL GENERAL LIABILITY COVERAGE PART:

GA101	12/04	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG0123	03/97	INDIANA CHANGES - POLLUTION EXCLUSION
CG2002	11/85	ADDITIONAL INSURED--CLUB MEMBERS
CG2116	07/98	EXCLUSION - DESIGNATED PROFESSIONAL SERVICES
CG2144	07/98	LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT
CG2416	12/07	CANOES OR ROWBOATS
GA227	02/07	COMMERCIAL GENERAL LIABILITY EXTENDED LIABILITY ENDORSEMENT
GA3019IN	02/14	INDIANA AMENDATORY EXCLUSION - LIABILITY ARISING FROM STATUTE OR REGULATION
GA3024	05/14	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION
GA318	10/01	EXCLUSION - MECHANICALLY OPERATED AMUSEMENT DEVICE
GA351	12/04	EXCLUSION - ATHLETIC OR SPORTS PARTICIPANTS
GA4079	10/01	ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES
GA4250	11/05	MOBILE EQUIPMENT SUBJECT TO MOTOR VEHICLE INSURANCE LAWS



First American Title™

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

Owner's Policy

POLICY NUMBER

5011400-2489808e

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

For Reference:

File #: MTC079166

Issued By:

Metz Title Company, Inc.
40 East Hill Street
Wabash, IN 46992 2605634760

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

Copyright 2006-2009 American Land Title Association. All rights reserved. The use of this form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental

protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
 - (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.
- 2. CONTINUATION OF INSURANCE**
- The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.
- 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT**
- The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.
- 4. PROOF OF LOSS**
- In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- 5. DEFENSE AND PROSECUTION OF ACTIONS**
- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
 - (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any

Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the

Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.**

Issued with Policy Number:

SCHEDULE A

Name and Address of Title Insurance Company: FirstAmerican Title Insurance Company
251 E. Ohio St., Suite 200
Indianapolis, IN 46204

Policy Number: 5011400-2489808e

File Number: MTC079166

Address Reference: 118-122 E. Market St.
Wabash, IN 46992

Amount of Insurance: \$ 30,000.00

Premium: \$ 150.00

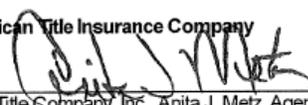
Date of Policy: August 16, 2019 at 02:30 PM

1. Name of Insured:
Wabash County Business Alliance Foundation, Inc.
2. The estate or interest in the Land that is insured by this policy is:
Fee Simple
3. Title is vested in:
Wabash County Business Alliance Foundation, Inc.
4. The Land referred to in this policy is described as follows:
The following described real estate situated in Wabash County, State of Indiana:

In Lot Number Sixty-nine (69) in the Original Plat of the Town, now City, of Wabash.

Subject to highways, rights-of-ways, easements, and restrictions of record.

First American Title Insurance Company

By: 
Metz Title Company, Inc., Anita J. Metz, Agent

Copyright 2006-2009 American Land Title Association. All rights reserved.

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



(MTC079166.PFD/MTC079166/20)

First American Title Insurance Company

SCHEDULE B

File Number: MTC079166

Policy Number: 5011400-2489808e

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses which arise by reason of:

- a. Any discrepancies or conflicts in boundary lines, any shortages in area, or encroachment or overlapping of improvements.
- b. Any facts, rights, interest or claims not shown by the public record which could be ascertained by an accurate survey of the land or by making inquiry of persons in possession thereof.
- c. Easements, liens or encumbrances or claims thereof, which are not shown by the public records.
- d. Any lien, or right to lien for services, labor or material imposed by law and not shown by the public records.
- e. Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.
- f. Taxes for the year 2019 payable 2020 are now a lien, but are not currently due and payable; and taxes for subsequent years.
- g. Subject to taxes or special assessments which are not shown as existing liens by the public record.
- h. Declaration of Covenants, Conditions and Restrictions for The Original Plat of Wabash, as per plat thereof recorded in The Wabash County Recorder's Office, but omitting any such covenant or restriction based on race, color, religion or national origin.

The Company insures that a violation thereof will not result in forfeiture or reversion of title.

- i. Possible sewage assessments levied and collected by the City of Wabash.
- j. Subject to the zoning and planning ordinances and regulations of the City of Wabash and the Wabash Plan Commission.

Copyright 2006-2009 American Land Title Association. All rights reserved.

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



(MTC079166.PFD/MTC079166/20)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INGUARD 231 W Canal St Wabash IN 46992-3218	CONTACT NAME: Amanda Hadley PHONE (A/C, No, Ext): (866) 563-8821 FAX (A/C, No): (866) 207-6161 E-MAIL ADDRESS: amanda.hadley@inguard.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : The Cincinnati Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL1932616631 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPP 0450328	08/01/2018	08/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Loc 5: 142 E Market St., Wabash, IN 46992

CERTIFICATE HOLDER For Informational Purposes Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: center;"> </div>
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

 First American Title™	Owner's Policy of Title Insurance
	ISSUED BY First American Title Insurance Company
Owner's Policy	POLICY NUMBER 5011400-2599348e

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

For Reference:

File #: MTC079463

Issued By:

Metz Title Company, Inc.
40 East Hill Street
Wabash, IN 46992

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

Copyright 2006-2009 American Land Title Association. All rights reserved. The use of this form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental

protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any

appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and

expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or
(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and
(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

- (b) In the event of any litigation, including litigation by the

- Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**
All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.
- 11. LIABILITY NONCUMULATIVE**
The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.
- 12. PAYMENT OF LOSS**
When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.
- 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**
- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.
- 14. ARBITRATION**
Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.
- 15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**
- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.
- 16. SEVERABILITY**
In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.
- 17. CHOICE OF LAW; FORUM**
- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.
- 18. NOTICES, WHERE SENT**
Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.**

Issued with Policy Number:

SCHEDULE A

Name and Address of Title Insurance Company: First American Title Insurance Company
251 E. Ohio St., Suite 200
Indianapolis, IN 46204

Policy Number: 5011400-2599348e

File Number: MTC079463

Address Reference: 176 E. Market St.
Wabash, IN 46992

Amount of Insurance: \$ 45,000.00

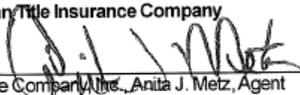
Premium: \$ 150.00

Date of Policy: January 17, 2020 at 09:45 AM

1. Name of Insured:
Wabash County Business Alliance Foundation, Inc.
2. The estate or interest in the Land that is insured by this policy is:
Fee Simple
3. Title is vested in:
Wabash County Business Alliance Foundation, Inc.
4. The Land referred to in this policy is described as follows:
The following described real estate situated in Wabash County, State of Indiana:

The west fifty-three (53) feet of Lot Number Sixty-six (66) in the Original Plat to the City of Wabash, Indiana, in Wabash County, Indiana.

First American Title Insurance Company

By: 
Metz Title Company, Inc., Anita J. Metz, Agent

Copyright 2006-2009 American Land Title Association. All rights reserved.

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



(MTC079463.PFD\MTC079463/12)

FirstAmerican Title Insurance Company

SCHEDULE B

File Number: MTC079463

Policy Number: 5011400-2599348e

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses which arise by reason of:

- a. Any discrepancies or conflicts in boundary lines, any shortages in area, or encroachment or overlapping of improvements.
- b. Any facts, rights, interest or claims not shown by the public record which could be ascertained by an accurate survey of the land or by making inquiry of persons in possession thereof.
- c. Easements, liens or encumbrances or claims thereof, which are not shown by the public records.
- d. Any lien, or right to lien for services, labor or material imposed by law and not shown by the public records.
- e. Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.
- f. Taxes for the year 2019 payable 2020 are now a lien, but are not currently due and payable; and taxes for subsequent years.
- g. Subject to taxes or special assessments which are not shown as existing liens by the public record.
- h. Declaration of Covenants, Conditions and Restrictions for The Original Plat of Wabash, as per plat thereof recorded in The Wabash County Recorder's Office, but omitting any such covenant or restriction based on race, color, religion or national origin.

The Company insures that a violation thereof will not result in forfeiture or reversion of title.

- i. Possible sewage assessments levied and collected by the City of Wabash.
- j. Subject to the zoning and planning ordinances and regulations of the City of Wabash and the Wabash Plan Commission.
- k. Subject to the terms and conditions of a Hold Harmless Agreement by and between Victoria Campbell and Grow Wabash Foundation, Inc., dated January 16, 2020; said agreement will expire on March 31, 2020.

Copyright 2006-2009 American Land Title Association. All rights reserved.

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



(MTC079463.PFD\MTC079463\12)

 First American Title™	Owner's Policy of Title Insurance
	ISSUED BY First American Title Insurance Company
Owner's Policy	POLICY NUMBER 5011400-2599294e

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

For Reference:

File #: MTC079451

Issued By:

Metz Title Company, Inc.
40 East Hill Street
Wabash, IN 46992

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

Copyright 2006-2009 American Land Title Association. All rights reserved. The use of this form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental

protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any

appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and

expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or
(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and
(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

- (b) In the event of any litigation, including litigation by the

Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the

Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.**

Issued with Policy Number:

SCHEDULE A

Name and Address of Title Insurance Company: First American Title Insurance Company
251 E. Ohio St., Suite 200
Indianapolis, IN 46204

Policy Number: 5011400-2599294e

File Number: MTC079451

Address Reference: 190 E. Market St.
Wabash, IN 46992

Amount of Insurance: \$ 40,000.00

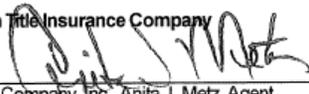
Premium: \$ 150.00

Date of Policy: January 17, 2020 at 09:48 AM

1. Name of Insured:
Wabash County Business Alliance Foundation, Inc.
2. The estate or interest in the Land that is insured by this policy is:
Fee Simple
3. Title is vested in:
Wabash County Business Alliance Foundation, Inc.
4. The Land referred to in this policy is described as follows:
The following described real estate situated in Wabash County, State of Indiana:

The West Twenty-two (22) feet of Lot Number 65 and the East Thirteen (13) feet of Lot Number 66 in the Original Plat of the Town, now City, of Wabash.

First American Title Insurance Company

By: 
Metz Title Company, Inc., Anita J. Metz, Agent

Copyright 2006-2009 American Land Title Association. All rights reserved.

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



(MTC079451.PFD\MTC079451\12)

First American Title Insurance Company

SCHEDULE B

File Number: MTC079451

Policy Number: 5011400-2598294e

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses which arise by reason of:

- a. Any discrepancies or conflicts in boundary lines, any shortages in area, or encroachment or overlapping of improvements.
- b. Any facts, rights, interest or claims not shown by the public record which could be ascertained by an accurate survey of the land or by making inquiry of persons in possession thereof.
- c. Easements, liens or encumbrances or claims thereof, which are not shown by the public records.
- d. Any lien, or right to lien for services, labor or material imposed by law and not shown by the public records.
- e. Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.
- f. Taxes for the year 2019 payable 2020 are now a lien, but are not currently due and payable; and taxes for subsequent years.
- g. Subject to taxes or special assessments which are not shown as existing liens by the public record.
- h. Declaration of Covenants, Conditions and Restrictions for The Original Plat of Wabash, as per plat thereof recorded in Plat Book No. 2, page 103, but omitting any such covenant or restriction based on race, color, religion or national origin.

The Company insures that a violation thereof will not result in forfeiture or reversion of title.
- i. Possible sewage assessments levied and collected by the City of Wabash.
- j. Subject to the zoning and planning ordinances and regulations of the City of Wabash and the Wabash Plan Commission.

Copyright 2006-2009 American Land Title Association. All rights reserved.

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



(MTC079451.PFD\MTC079451/12)

 First American Title™	Owner's Policy of Title Insurance
	ISSUED BY First American Title Insurance Company
Owner's Policy	POLICY NUMBER 5011400-2669868e

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

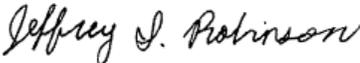
(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

For Reference:

File #: MTC079647

Issued By:

Metz Title Company, Inc.
40 East Hill Street
Wabash, IN 46992

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

Copyright 2006-2009 American Land Title Association. All rights reserved. The use of this form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any

appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and

expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- the Amount of Insurance; or
 - the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- the Amount of Insurance shall be increased by 10%, and
 - the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the

Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the

Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.**

Issued with Policy Number:

SCHEDULE A

Name and Address of Title Insurance Company: FirstAmerican Title Insurance Company
251 E. Ohio St., Suite 200
Indianapolis, IN 46204

Policy Number: 5011400-2669868e

File Number: MTC079647

Address Reference: 192 E. Market St.
Wabash, IN 46992

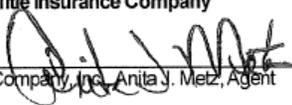
Amount of Insurance: \$ 20,000.00

Premium: \$ 150.00

Date of Policy: March 31, 2020 at 02:43 PM

1. Name of Insured:
Wabash County Business Alliance Foundation, Inc.
2. The estate or interest in the Land that is insured by this policy is:
Fee Simple
3. Title is vested in:
Wabash County Business Alliance Foundation, Inc.
4. The Land referred to in this policy is described as follows:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: 
Metz Title Company, Inc. Anita J. Metz, Agent

Copyright 2006-2009 American Land Title Association. All rights reserved.

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



(MTC079647.PFD/MTC079647/20)

First American Title Insurance Company

SCHEDULE B

File Number: MTC079647

Policy Number: 5011400-2669868e

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses which arise by reason of:

- a. Taxes for the year 2020 payable 2021 are now a lien, but are not currently due and payable; and all taxes for subsequent years.
- b. A ten (10) year judgment search was performed -vs- Claude Edward Bullins, Jr. and none found.
- c. Declaration of Covenants, Conditions and Restrictions for The Original Plat of Wabash, as per plat thereof recorded in The Wabash County Recorder's Office, but omitting any such covenant or restriction based on race, color, religion or national origin.

The Company insures that a violation thereof will not result in forfeiture or reversion of title.

- d. You should contact the local municipality to obtain information regarding unpaid sewer and/or municipal assessments that are not a recorded lien against the land. We are not responsible for collecting at closing such unpaid assessments unless otherwise instructed.
- e. Subject to the zoning and planning ordinances and regulations of the City of Wabash and the Wabash Plan Commission.

Copyright 2006-2009 American Land Title Association. All rights reserved.

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



(MTC079647.PFD/MTC079647/20)

EXHIBIT A

File Number: MTC079647

Policy Number: 5011400-2669868e

The Land referred to in this policy is described as follows:

The following described real estate situated in Wabash County, State of Indiana:

Part of In Lot Number Sixty Five (65), in the Original Plat of the Town (now City) of Wabash, bounded and described as follows, viz:

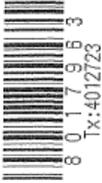
Begin at the southeast corner of said lot; thence West along the south line of said lot, (and the north line of Market Street) forty-four (44) feet; thence North on a line parallel with the east line of said lot one hundred and thirty-two (132) feet to the north line thereof; thence East along said north line forty-four (44) feet to the northeast corner of said lot; thence South along the east line of said lot one hundred and thirty-two (132) feet to the place of beginning.

DULY ENTERED FOR TAXATION

2020R461699
RECORDED WABASH COUNTY
04/01/2020
02:43 PM
ERIC RISH RECORDER
WABASH COUNTY RECORDER
REC FEE: 25.00
PAGES: 2

APR 01 2020

Marcia Shepherd
WABASH CO AUDITOR



WARRANTY DEED

THIS INDENTURE WITNESSETH THAT Claude Edward Bullins, Jr.

CONVEY(S) AND WARRANT(S) TO Wabash County Business Alliance Foundation, Inc.

for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged the following described real estate in Wabash County, in the State of Indiana, to-wit:

Part of In Lot Number Sixty-Five (65), in the Original Plat of the Town (now City) of Wabash, bounded and described as follows, viz:

Begin at the southeast corner of said lot; thence West along the south line of said lot, (and the north line of Market Street) forty-four (44) feet; thence North on a line parallel with the east line of said lot one hundred and thirty-two (132) feet to the north line thereof; thence East along said north line forty-four (44) feet to the northeast corner of said lot; thence South along the east line of said lot one hundred and thirty-two (132) feet to the place of beginning.

Parcel Number: 85-14-11-403-045.000-009
Property Address: 192 East Market Street, Wabash, IN 46992

The undersigned Grantor certifies and affirms that he is the same person as Claude Edward Bullins, Jr. who took title to the within described real estate along with Beulah Marie Bullins as joint tenants with right of survivorship, that they held title to the within described real estate continuously until the death of Beulah Marie Bullins on November 11, 2003.

Signed this 31st day of March 2020.

Claude E Bullins Jr Amy Ward POA
Claude E. Bullins, Jr. by Amy E. Ward
As attorney-in-fact under a power of attorney

Dated 28 October 2014.

STATE OF INDIANA, COUNTY OF WABASH, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Claude E. Bullins, Jr. by Amy E. Ward, his attorney-in-fact under a power of attorney dated 29 October 2014, who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 31st day of March 2020.

Gregory A Metz, Notary Public

I reside in Wabash County, Indiana and my commission, # 68778, expires 7/29/24

I affirm, under the penalties for perjury, that I have taken reasonable care to read and verify the Social Security Number in this document, unless required by law."

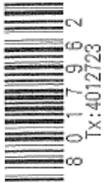
Douglas C Lehman
Douglas C Lehman



THIS INSTRUMENT WAS PREPARED BY: Douglas C. Lehman 8756-85
Douglas C. Lehman Professional Corporation
30 West Canal Street
Wabash, Indiana 46992
(260) 569-0590

Send Tax Statements To: Wabash County Business Alliance, Inc. 214 South Wabash Street, Wabash, IN 46992.

RECEIVED
APR 01 2020
WABASH CO. ASSESSOR



2020R461698
RECORDED WABASH COUNTY
04/01/2020
02:43 PM

DURABLE GENERAL POWER OF ATTORNEY

ERIC RISH RECORDER
WABASH COUNTY RECORDER
REC FEE: 25.00
PAGES: 3

I, **CLAUDE E. BULLINS, JR.**, hereby name **AMY E. WARD** as my attorney-in-fact to act on my behalf, and I provide as follows:

- I give to my attorney-in fact the powers herein specified to be used on my behalf, provided that my attorney-in-fact shall not have any power which would cause my attorney-in-fact to be treated as the owner of any interest in my property and which would cause that property to be taxed as owned by the attorney-in-fact. My attorney-in-fact shall have the following powers:

Real Property and Tangible Personal Property. General authority with respect to real and tangible property transactions pursuant to Ind. Code § 30-5-5-2 and 3, including the power to accept or acquire, the power to sell, exchange, convey, release, surrender, mortgage, encumber, pledge, release liens thereon, manage or conserve, improve or otherwise deal with said property in any manner, as well as the purchase sale or transfer of any real and tangible personal property, including annuities, that can be made an exempt or unavailable resource under Medicaid rules.

Bonds, Commodities and Shares. General authority with respect to bonds, commodities and shares pursuant to Ind. Code § 30-5-5-4, but excluding any power to purchase commodities, any power to sell short or to initiate a margin transaction and any power to purchase put or call options. (This authority shall include the power to purchase United States Government obligations which are redeemable at par value in payment of estate taxes imposed by the United States Government.) Also, to purchase, sell or transfer any other type of property, including annuities, that can be made an exempt or unavailable resource under Medicaid rules.

Banking. General authority with respect to banking transactions pursuant to Ind. Code § 30-5-5-5.

Business. General authority with respect to business operation transactions pursuant to Ind. Code § 30-5-5-6.

Insurance. General authority with respect to insurance transactions pursuant to Ind. Code § 30-5-5-7, provided that references in Ind. Code § 30-5-5-7(a)(2) and (3) to "Section 8" shall refer to "Section 9". This authority shall include full power to apply for and otherwise deal with medicare and medicaid benefits.

Beneficiary. General authority with respect to beneficiary transactions pursuant to Ind. Code § 30-5-5-8.

Gifts. General authority with respect to gift transactions pursuant to Ind. Code § 30-5-5-9.

Fiduciary. General authority with respect to fiduciary transactions pursuant to Ind. Code § 30-5-5-10, including the power to create trusts for me and/or with me as grantor.

Claims and Litigation. General authority with respect to claims and litigation pursuant to Ind. Code § 30-5-5-11.

Family Maintenance. General authority with respect to family maintenance pursuant to Ind. Code § 30-5-5-12.

Military Service Benefits. General authority with respect to benefits from military service pursuant to Ind. Code 30-5-5-13, including the full power to apply for benefits from and otherwise deal with matters concerning the Veterans Administration;

Records, Reports and Statements. General authority with respect to records, reports and statements pursuant to Ind. Code § 30-5-5-14; including the power to execute on my behalf any specific power of attorney required by any taxing authority which is needed to allow my attorney-in-fact to act on my behalf before that taxing authority on any return or issue.

Estate Transactions. General authority with respect to estate transactions pursuant to Ind. Code § 30-5-5-15.

Delegate. General authority with respect to delegating authority pursuant to Ind. Code § 30-5-5-18.

All Other Matters. General authority with respect to all other matters pursuant to Ind. Code § 30-5-5-19.

2. **Guardian.** If it becomes necessary to secure the appointment of a guardian of my person or estate or if protective proceedings are filed on my behalf, I hereby request the appropriate probate court to appoint my attorney-in-fact hereunder as guardian or as the person to act on my behalf.
3. **Fee.** My attorney-in-fact shall not be entitled to a fee for services provided as my attorney-in-fact.
4. **Liability and Indemnity.** My attorney-in-fact shall only be liable for actions undertaken in bad faith; provided, however, my attorney-in-fact shall be liable for the negligent exercise of any non-health care related power if the exercise of this power involves self-dealing. I hereby ratify and confirm all that my attorney-in-fact shall do by virtue hereof. Further, I agree to indemnify and hold harmless any person who, in good faith, acts under this Power

of Attorney or transacts business with my attorney-in-fact in reliance upon this Power, without actual knowledge of its revocation.

- 5. **Effective Date and Incapacity.** This power of attorney shall be effective as of the date it is signed and shall not be terminated by my incapacity.
- 6. **Revocation.** I hereby reserve the right to revoke this power of attorney at any time. I give my attorney-in-fact the power to revoke all powers of attorney previously executed by me.
- 7. **Photocopy.** I authorize the use of photocopies of this document as sufficient evidence of the power and authority of my attorney-in-fact.

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of October, 2014.



 CLAUDE E. BULLINS, JR.

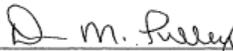
STATE OF INDIANA)
) SS:
 COUNTY OF WABASH)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared **CLAUDE E. BULLINS, JR.**, and acknowledged the execution of the above and foregoing Power of Attorney.

IN WITNESS WHEREOF, I do hereby set my hand and notarial seal as of the 28th day of October, 2014.

My Commission Expires:

 01/04/2016



 DONNA M. PULLEY, Notary Public
 A Resident of Wabash County, Indiana

This instrument was prepared by:
 Kristina L. Lynn, Attorney.
 LYNN AND STEIN, P.C.
 102 South Wabash Street
 Wabash, Indiana 46992
 (260) 563-8020

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

Exhibit C
Resolutions/TIF

RESOLUTION NO. 2021-04

**RESOLUTION OF THE WABASH REDEVELOPMENT COMMISSION
CONFIRMING ITS DECLARATORY RESOLUTION THAT DESIGNATED AND
DECLARED CERTAIN AREAS AS ECONOMIC DEVELOPMENT AREAS,
APPROVED AN ECONOMIC DEVELOPMENT PLAN FOR SAID AREAS, AND
ESTABLISHED RESIDENTIAL HOUSING PROGRAMS IN SAID AREAS**

WHEREAS, on October 5, 2021, the Wabash Redevelopment Commission (the "Commission"), being the governing body of the Wabash Department of Redevelopment (the "Department"), approved and adopted its Declaratory Resolution entitled "Resolution of the City of Wabash, Indiana, Redevelopment Commission Designating and Declaring Certain Areas as Economic Development Areas, Approving an Economic Development Plan for Said Areas, Establishing Residential Housing Programs in Said Areas and Regarding Related Matters" (the "Declaratory Resolution"); and

WHEREAS, the Declaratory Resolution found and determined that certain areas in Wabash, Indiana (the "City"), designated as (1) the "Kentner Creek Residential Economic Development Area;" (2) the "Market Street Residential Economic Development Area;" (3) the "Legacy Residential Economic Development Area;" (4) the "McCann Residential Economic Development Area;" (5) the "Stitt/Bond Residential Economic Development Area;" and (6) the "Arc Light Business Park Economic Development Area" (the "Arc Light Area") (collectively, the "Areas") are economic development areas within the meaning of Indiana Code 36-7-14-1 *et seq.*, as amended (the "Act"), designated all of the Areas as "Allocation Areas" under Section 39 of the Act, and approved the "City of Wabash Redevelopment Commission Residential and Commercial Economic Development Area Plan" for the Areas (the "Plan"); and

WHEREAS, on October 6, 2021, the Wabash Plan Commission (the "Plan Commission") adopted its resolution constituting the written order of the Plan Commission approving the Declaratory Resolution and the Plan; and

WHEREAS, pursuant to Sections 17 and 41 of the Act, the Common Council of the City on October 12, 2021, approved, ratified and confirmed the Declaratory Resolution, the Plan and the determination that the Areas are economic development areas and that those Areas are allocation areas; and

WHEREAS, pursuant to Section 17 of the Act, the Commission caused to be published a Notice of Public Hearing with respect to the Areas and filed a copy of said Notice in the offices of all departments, bodies or officers of the City having to do with City planning, variances from zoning ordinances, land use or the issuance of building permits; and

WHEREAS, pursuant to Section 17 of the Act, the Commission also filed with each taxing unit located wholly or partially within the Areas a copy of the Notice of Public Hearing and a statement disclosing the impact of the area; and

WHEREAS, at the hearing held by the Commission on the November 2, 2021 at 4:00 p.m. (local time), at the Grow Wabash County Conference Room, 202 S. Wabash Street, Wabash, Indiana 46992, the Commission heard all persons interested in the proceedings and considered written remonstrances and objections, if any; and

WHEREAS, the Commission now desires to take final action determining the public utility and benefit of the proposed development projects for the Areas and confirming the Declaratory Resolution, in accordance with Section 17 of the Act.

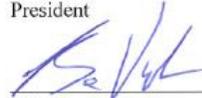
NOW, THEREFORE, BE IT RESOLVED by the Wabash Redevelopment Commission, governing body of the Wabash Department of Redevelopment, as follows:

1. After considering the evidence presented at the hearing on November 2, 2021, the Commission hereby confirms the findings and determinations, designations and approving and adopting actions contained in the Declaratory Resolution.
2. The Commission hereby finds and determines that it will be of public utility and benefit to proceed with the Plan in the form approved by the Commission in the Declaratory Resolution.
3. The Declaratory Resolution is hereby confirmed.
4. This Resolution constitutes final action, pursuant to Section 17(d) of the Act, by the Commission determining the public utility and benefit of the proposed projects and confirming the Declaratory Resolution pertaining to the Areas.
5. The Secretary of the Commission is directed to record the final action taken by the Commission pursuant to the requirements of Section 17(d) of the Act.

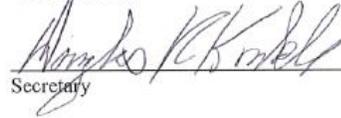
Adopted the 2nd day of November, 2021.

CITY OF WABASH REDEVELOPMENT
COMMISSION

President



Vice President



Secretary

Wendy Frayin
Member

Jim Gulick
Member

RESOLUTION NO. 2021-03

**RESOLUTION OF THE CITY OF WABASH, INDIANA,
REDEVELOPMENT COMMISSION DESIGNATING AND DECLARING
CERTAIN AREAS AS ECONOMIC DEVELOPMENT AREAS, APPROVING AN
ECONOMIC DEVELOPMENT PLAN FOR SAID AREAS, ESTABLISHING
RESIDENTIAL HOUSING PROGRAMS IN SAID AREAS AND REGARDING
RELATED MATTERS**

WHEREAS, the City of Wabash, Indiana, Redevelopment Commission (the "Commission"), the governing body of the City of Wabash, Indiana, Department of Redevelopment (the "Department") and the City of Wabash Redevelopment District (the "District") exists and operates under the provisions of Indiana Code 36-7-14, as amended from time to time (the "Act"); and

WHEREAS, the Commission has thoroughly studied and investigated areas of the City of Wabash, Indiana (the "City"), as described at Exhibit A attached hereto and hereby designated as the following: (1) the "Kentner Creek Residential Economic Development Area;" (2) the "Market Street Residential Economic Development Area;" (3) the "Legacy Residential Economic Development Area;" (4) the "McCann Residential Economic Development Area;" (5) the "Stitt/Bond Residential Economic Development Area;" and (6) the "Arc Light Business Park Economic Development Area" (the "Arc Light Area") (collectively, the "Areas"); and

WHEREAS, the Department, pursuant to the Act, has conducted surveys and investigations and has thoroughly studied the Areas; and

WHEREAS, the Commission has caused to be prepared maps and plats of the Areas, said maps and plats of the Areas showing the boundaries of the Areas; the location of the various parcels of property, streets and alleys, and other features affecting the acquisition, clearance, replatting, replanning, rezoning, redevelopment or economic development of the Areas; and the parts of the Areas that are to be devoted to public ways, levees, sewerage, parks, playgrounds and other public purposes under the Plan (as defined herein); and

WHEREAS, the Commission has caused to be prepared estimates of the costs of the economic development projects as set forth in the Plan; and

WHEREAS, there has been presented to this meeting for consideration and approval of the Commission an economic development plan for the Areas entitled "City of Wabash Redevelopment Commission Residential and Commercial Economic Development Area Plan" for the Areas (the "Plan"); and

WHEREAS, the Plan and supporting data were reviewed and considered by the Commission at this meeting; and

WHEREAS, the Plan conforms to other development and redevelopment plans for the City; and

WHEREAS, Section 39 of the Act permits the creation of "allocation areas" to provide for the allocation and distribution of property taxes for the purposes and in the manner provided in said section; and

WHEREAS, Sections 41 and 43 of the Act permit the creation of "Economic Development Areas" and provide that all of the rights, powers, privileges and immunities that may be exercised by this Commission in an area needing redevelopment or urban renewal area may be exercised in an economic development area, subject to the conditions set forth in the Act; and

WHEREAS, the Commission deems it advisable to apply the provisions of said Sections 39, 41, and 43 of the Act to the Plan and the financing of the Plan; and

WHEREAS, Section 53 of the Act permits the establishment, as a component of the Plan, of a "residential housing development program" by resolution for the construction of new residential housing or the renovation of existing residential housing in the manner provided in said section; and

WHEREAS, the Commission desires to establish, as a component of the Plan, a residential housing development program (the "Program") in the Areas (except the Arc Light Area), and, as required by Section 53(a)(2), and the City of Wabash intends to establish such Areas as economic development target areas; and

WHEREAS, the Department has (i) consulted with persons interested in or affected by the Program; (ii) provided the affected neighborhood associations, residents, and township assessors with an adequate opportunity to participate in an advisory role in planning, implementing, and evaluating the proposed program; and (iii) held, on this day, a public meeting to obtain the views of neighborhood associations and residents.

NOW, THEREFORE, BE IT RESOLVED by the City of Wabash, Indiana, Redevelopment Commission as follows:

1. The Plan for the Areas promotes significant opportunities for the gainful employment of the citizens of the City, will assist in attracting major new business enterprises to the City, may result in the retention or expansion of significant business enterprises existing in the City, and meets other purposes of Sections 2.5, 41 and 43 of the Act, including without limitation, benefiting the public health, safety and welfare, increasing the economic well-being of the City and the State of Indiana (the "State"), and serving to protect and increase property values in the City and the State.

2. The Plan for the Area cannot be achieved by regulatory processes or by the ordinary operation of private enterprise without resort to the powers allowed under Sections 2.5, 41 and 43 of the Act because of lack of local public improvements, existence of improvements or conditions that lower the value of the land below that of nearby land, or other similar conditions, including without limitation the cost of the projects contemplated by the Plan and the necessity for requiring the proper use of land so as to best serve the interests of the City and its citizens.

3. The Commission hereby finds and determines that the public health and welfare will be benefited by accomplishment of the Plan with respect to the Areas.

4. The accomplishment of the Plan for the Areas will be a public utility and benefit as measured by the attraction or retention of permanent jobs, an increase in the property tax base, improved diversity of the economic base and other similar public benefits.

5. The Commission hereby finds that the Declaratory Resolution and the Plan conforms to the comprehensive plan for the City.

6. In support of the findings and determinations set forth in Sections 1 through 5 above, the Commission hereby adopts the specific findings set forth in the Plan.

7. The Department does not propose to acquire parcels of real estate in the Areas. If the Department proposes to acquire interests in real property in the Areas, the required procedures for amending the Plan under the Act will be followed, including notice by publication and to the affected property owners and a public hearing.

8. The Commission finds that no residents of the Areas will be displaced by any project resulting from the Plan, and therefore finds that it does not need to give consideration to transitional and permanent provisions for adequate housing for the residents.

9. The Plan is hereby in all respects approved, and the secretary of the Commission is hereby directed to file a certified copy of the Plan with the minutes of this meeting.

10. The Areas are hereby designated as "economic development areas" under Section 41 of the Act.

11. The Commission hereby establishes the Program in the Areas as a component of the Plan, acknowledging the actions of the Department to satisfy the requirements of Section 53(d) of the Act with respect to the establishment of the Program.

12. The Commission hereby finds and determines that the public health and welfare will be benefitted by the accomplishment of the Program and accomplishment of the Program will be of public utility and benefit as measured by: (i) the provision of adequate residential housing; (ii) an increase in the property tax base; or (iii) or similar benefits.

13. The Commission approves the Program as part of the Plan for the Areas (except the Arc Light Area). The Program shall not take effect until the Board of School Trustees of Wabash Community Schools adopts a resolution approving the Program. The Program shall expire on a date which is not later than twenty-five (25) years after the date on which the first obligation is incurred to pay principal and interest on bonds or lease rentals on leases payable from tax increment revenues from the program. The Areas as described on Exhibit A are hereby designated as the (1) the "Kentner Creek Residential Allocation Area;" (2) the "Market Street Residential Allocation Area;" (3) the "Legacy Residential Allocation Area;" (4) the "McCann Residential Allocation Area;" (5) the "Stitt/Bond Residential Allocation Area;" and (6) the "Arc Light Business Park Allocation Area" (collectively, the "Allocation Areas"). The Allocation Areas are hereby designated as allocation areas pursuant to Section 39 as the same is modified by Section 56

of the Act for purposes of the allocation and distribution of property taxes on real property for the purposes and in the manner provided by said Sections. Based on an examination of the Areas and information provided to the Commission, the Commission hereby specifically finds that the adoption of the allocation provision as provided herein will result in new property taxes in the Allocation Areas that would not have been generated but for the adoption of the allocation provision. Any property taxes subsequently levied by or for the benefit of any public body entitled to a distribution of property taxes on taxable property in the Allocation Areas shall be allocated and distributed as follows:

Except as otherwise provided in said Sections 39 and 56, the proceeds of taxes attributable to the lesser of the assessed value of the property located in the Allocation Areas for the assessment date with respect to which the allocation and distribution is made, or the base assessed value, shall be allocated to and when collected paid into the funds of the respective taxing units. Except as otherwise provided in said Sections 39 and 56, property tax proceeds in excess of those described in the previous sentence for the Allocation Areas shall be allocated to the District and when collected paid into the (1) the "Kentner Creek Residential Allocation Area Fund;" (2) the "Market Street Residential Allocation Area Fund;" (3) the "Legacy Residential Allocation Area Fund;" (4) the "McCann Residential Allocation Area Fund;" (5) the "Stitt/Bond Residential Allocation Area Fund;" and (6) the "Arc Light Business Park Allocation Area Fund" (collectively, the "Allocation Funds") that may be used by the District to do one or more of the things specified in Section 39 or 56(c) of the Act, as the same may be amended from time to time, and for such other purposes as may be permitted by law. Amounts deposited into the Allocation Funds may not be used for operating expenses of the Commission. The base assessment date for the Allocation Area shall be January 1, 2021. This allocation provision with respect to the Allocation Area shall expire on a date which is not later than twenty-five (25) years after the date on which the first obligation is incurred to pay principal and interest on bonds or lease rentals on leases payable from tax increment revenues from the program.

14. Except as otherwise provided in the Act, before June 15 of each year, the Commission shall take the actions set forth in Section 39(b)(4) as the same is modified by Section 56(d) of the Act with respect to the Allocation Area.

15. The Secretary of the Commission is directed to file a certified copy of the Plan and this Resolution with the minutes of this meeting.

16. The officers of the Commission are hereby directed to make any and all required filings and recordings with the Indiana Department of Local Government Finance and the Wabash County Auditor in connection with the actions of the Commission contained in this Resolution regarding the Allocation Areas and the establishment of the Program.

17. The provisions of this Resolution shall be subject in all respects to the Act and any amendments thereto.

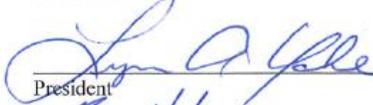
18. This Resolution, together with supporting data, shall be submitted to the Plan Commission and the Common Council of the City, as provided by Sections 16 and 53(b) of the Act, for the approval of this Resolution, the Plan and the establishment of the Program, and if approved by both bodies, this Resolution and the Plan shall be submitted to public hearing and

remonstrance as proved by Section 17 of the Act, after public notice in accordance with Sections 17 and 17.5 of the Act and Indiana Code 5-3-1 and after all required filings with governmental agencies and officers have been made pursuant to Section 17(b) of the Act.

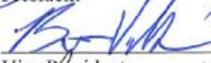
19. This Resolution shall be in full force and effect from and after its adoption by the Commission.

ADOPTED AND APPROVED at a meeting of the City of Wabash, Indiana, Redevelopment Commission held on the 5th day of October, 2021.

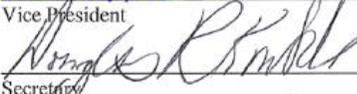
WABASH REDEVELOPMENT COMMISSION



President



Vice President

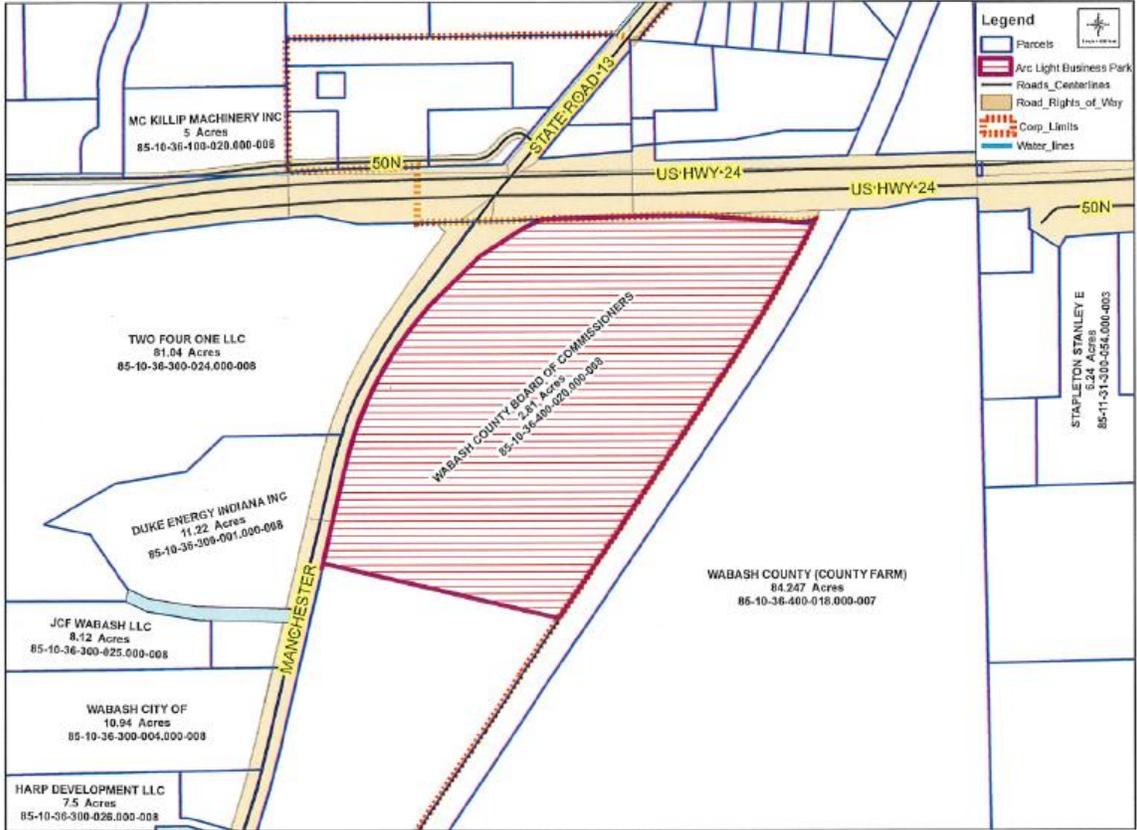


Secretary



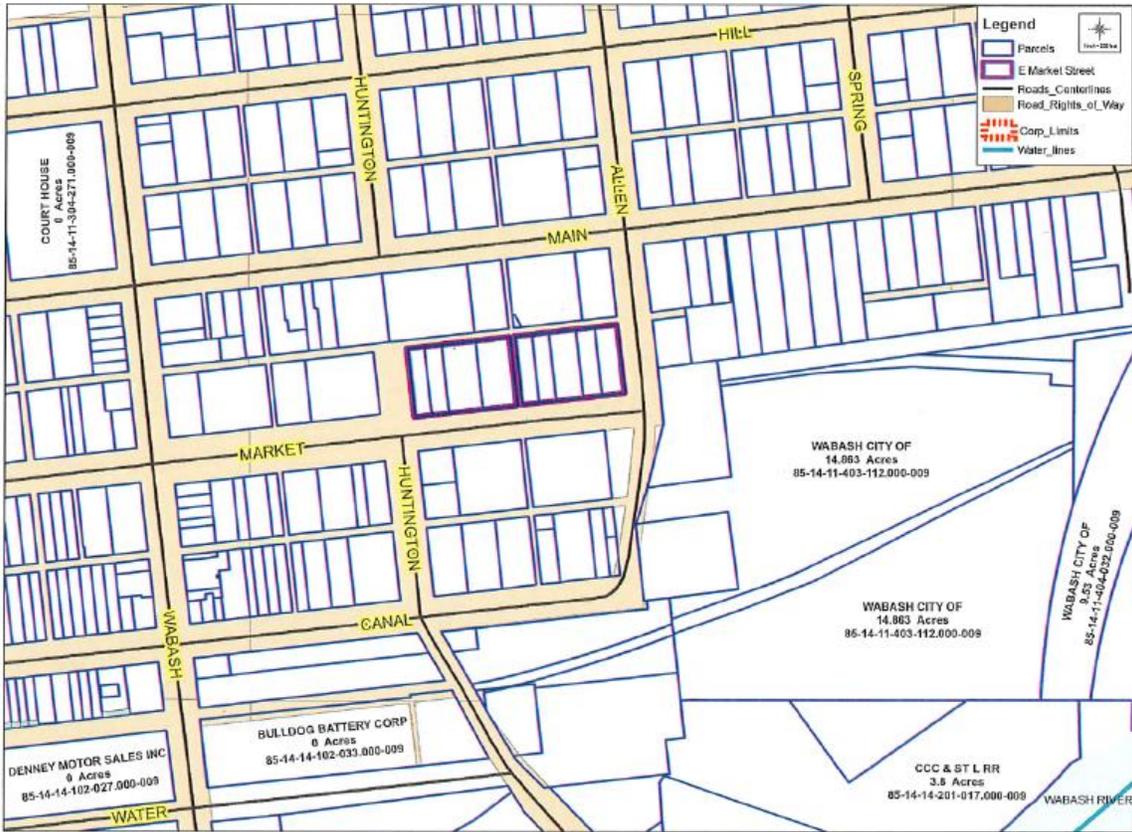
Member

Member



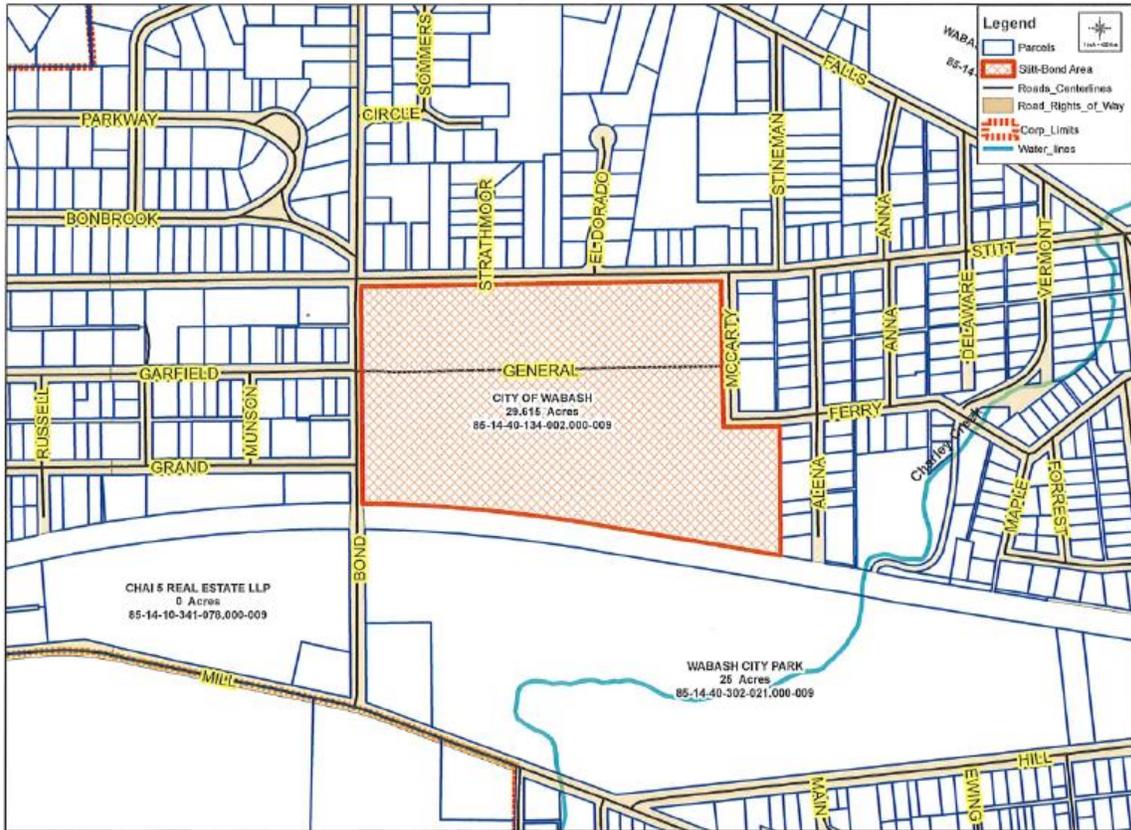
Date: October 1, 2021

Disclaimer: Wabash County assumes no legal responsibility for the information contained herein.



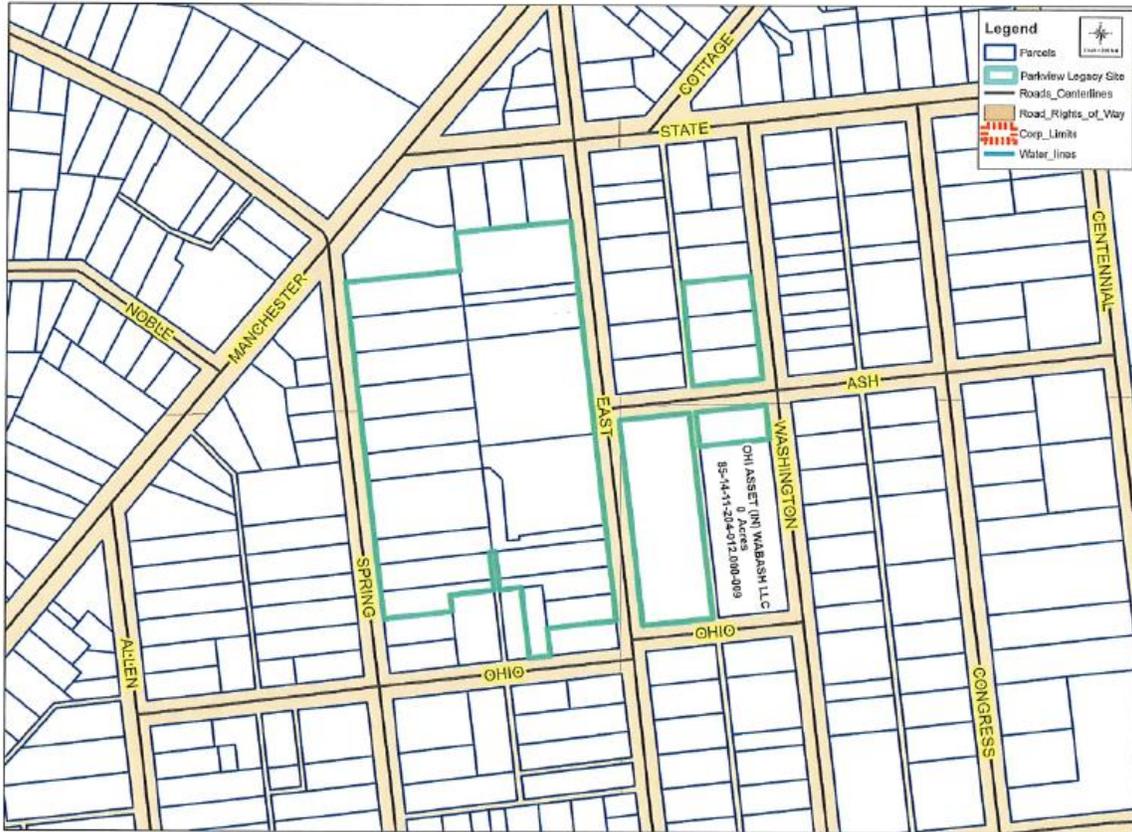
Date: October 1, 2021

Disclaimer: Wabash County assumes no legal responsibility for the information contained herein.



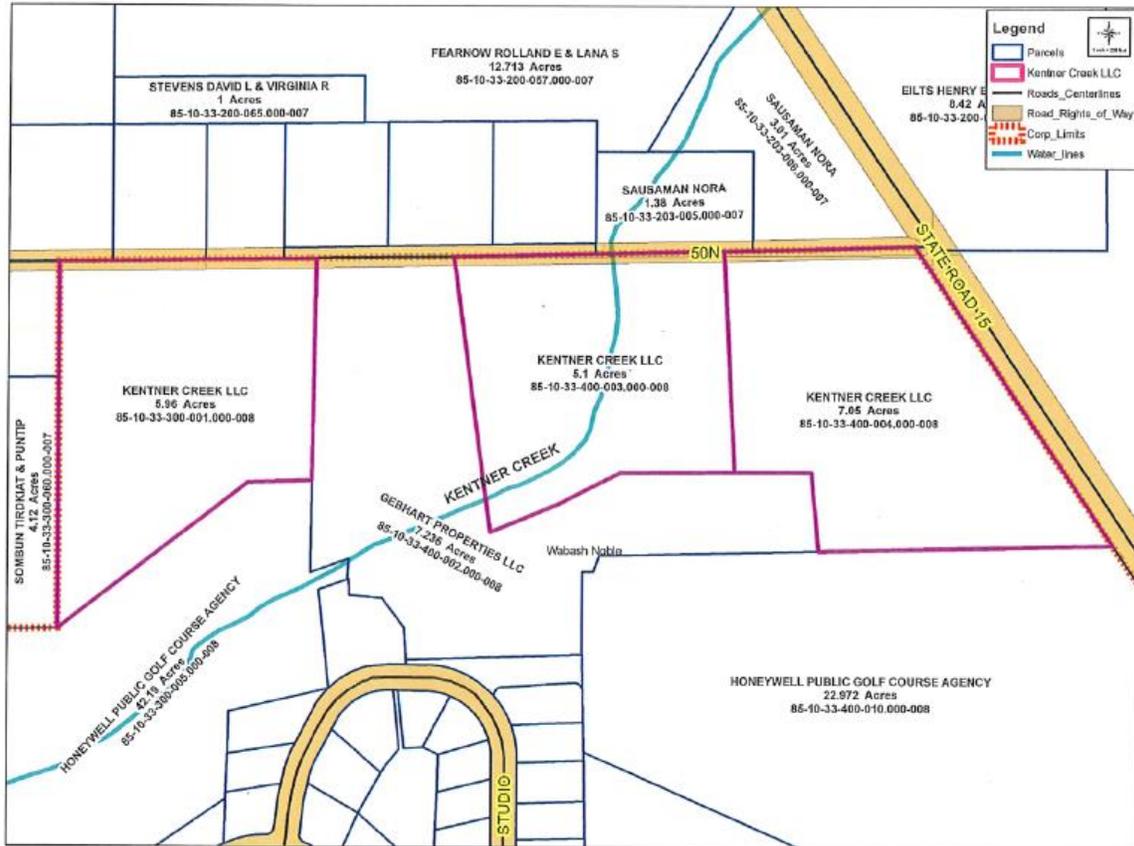
Date: October 1, 2021

Disclaimer: Wabash County assumes no legal responsibility for the information contained herein.



Date: October 1, 2021

Disclaimer: Wabash County assumes no legal responsibility for the information contained herein.



Date: October 1, 2021

Disclaimer: Wabash County assumes no legal responsibility for the information contained herein.

RESOLUTION NO. 1-2021

**A RESOLUTION OF THE WABASH ECONOMIC DEVELOPMENT COMMISSION
RECOMMENDING THE ESTABLISHMENT OF AN ECONOMIC DEVELOPMENT
TARGET AREA IN THE CITY, AND RELATED MATTERS**

WHEREAS, the Wabash Redevelopment Commission (the "Redevelopment Commission") has designated certain areas within the City of Wabash, Indiana as economic development areas and allocation areas where certain residential facilities and related improvements may be constructed on said real estate located in the City (collectively, the "Project"), which property is described in the map attached hereto as Exhibit A and incorporated herein by reference (collectively, the "Real Property"); and

WHEREAS, the Redevelopment Commission has requested that the Real Property be designated an "economic development target area" pursuant to Indiana Code 6-1.1-12.1-7, as amended, for purposes of enabling the Redevelopment Commission to designate the Real Property as a "residential economic development area" pursuant to Indiana Code 36-7-14, as amended; and

WHEREAS, as a pre-condition to the designation by the Common Council of the City of Wabash, Indiana (the "Common Council") of the Real Property as an economic development target area, the Common Council must first obtain the recommendation of this Commission to designate the Real Property as an economic development target area.

NOW, THEREFORE, BE IT RESOLVED BY THE WABASH ECONOMIC DEVELOPMENT COMMISSION AS FOLLOWS:

SECTION 1. In furtherance of the Project, this Commission hereby recommends that the Common Council approve the designation of the area of the City depicted in Exhibit A hereto as an economic development target area in accordance with Indiana Code 6-1.1-12.1-7, as amended.

SECTION 2. Any officer of this Commission is hereby authorized and directed, in the name and on behalf of the Commission, to execute any and all other agreements, documents and instruments, perform any and all acts, approve any and all matters, and do any and all other things deemed by them, or any of them, to be necessary or desirable in order to carry out and comply with the intent, conditions and purposes of this resolution (including the preambles hereto), and any such execution, performance, approval or doing of other things heretofore effected be, and hereby is, ratified and approved.

SECTION 3. The Secretary of this Commission shall transmit this resolution to the Common Council.

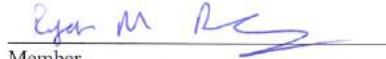
SECTION 4. This resolution shall be in full force and effect upon adoption.

Adopted this 25th day of October, 2021.

WABASH ECONOMIC
DEVELOPMENT COMMISSION



Member



Member

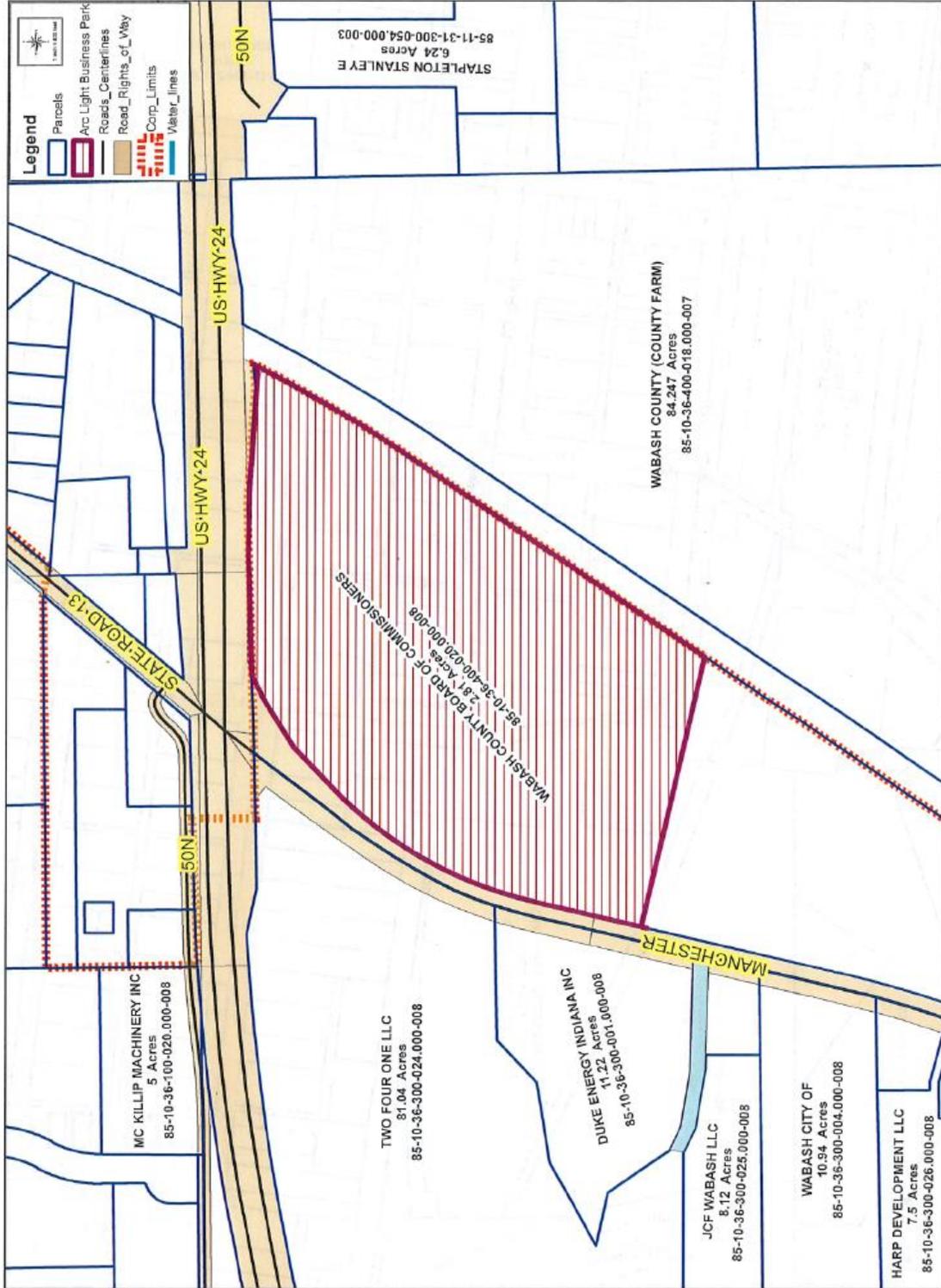


Member

Exhibit A

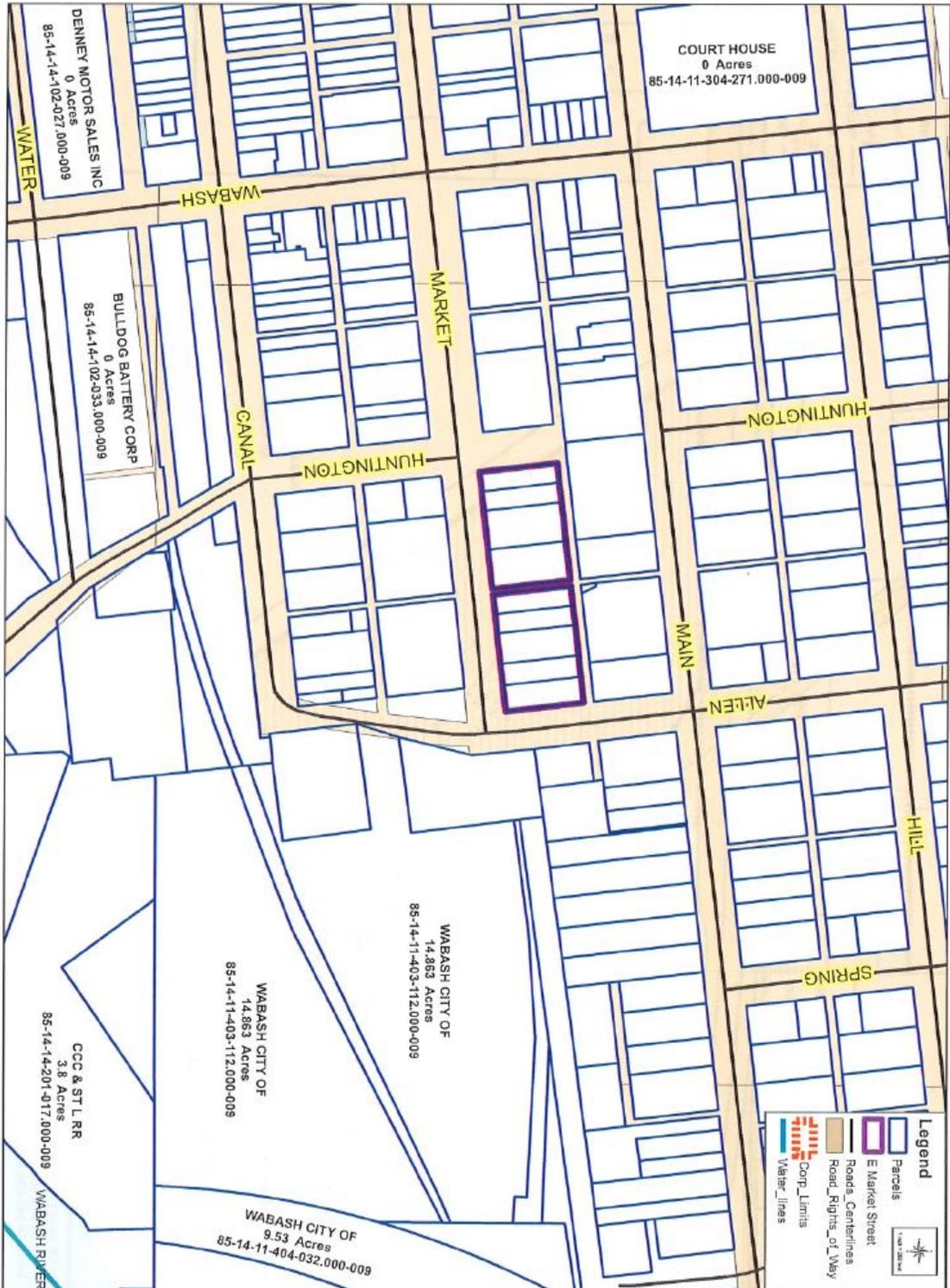
Map of Economic Development Target Areas

DMS 21187252.1



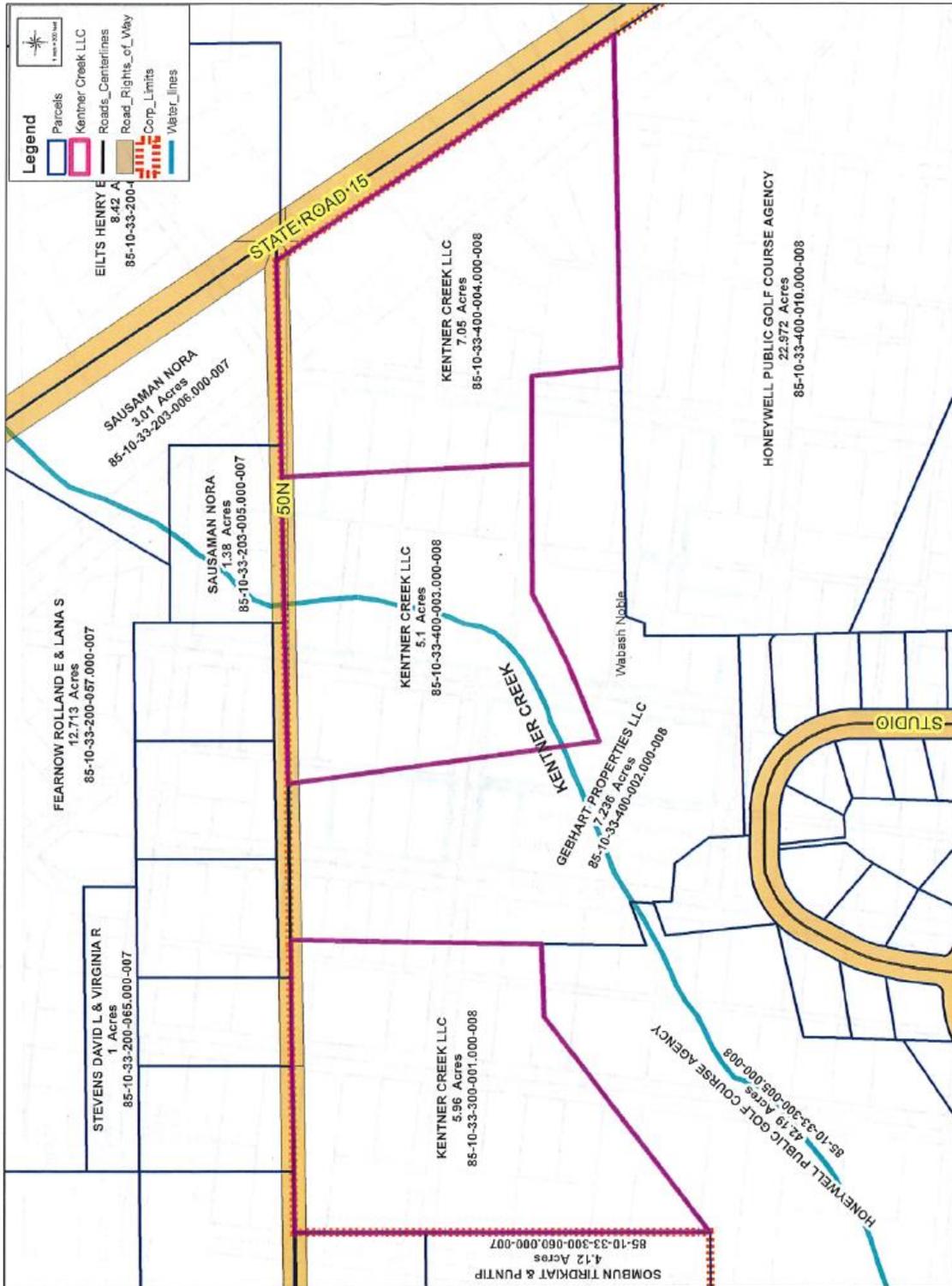
Disclaimer: Wabash County assumes no legal responsibility for the information contained herein.

Date: October 1, 2021



Date: October 1, 2021

Disclaimer: Wabash County assumes no legal responsibility for the information contained herein.



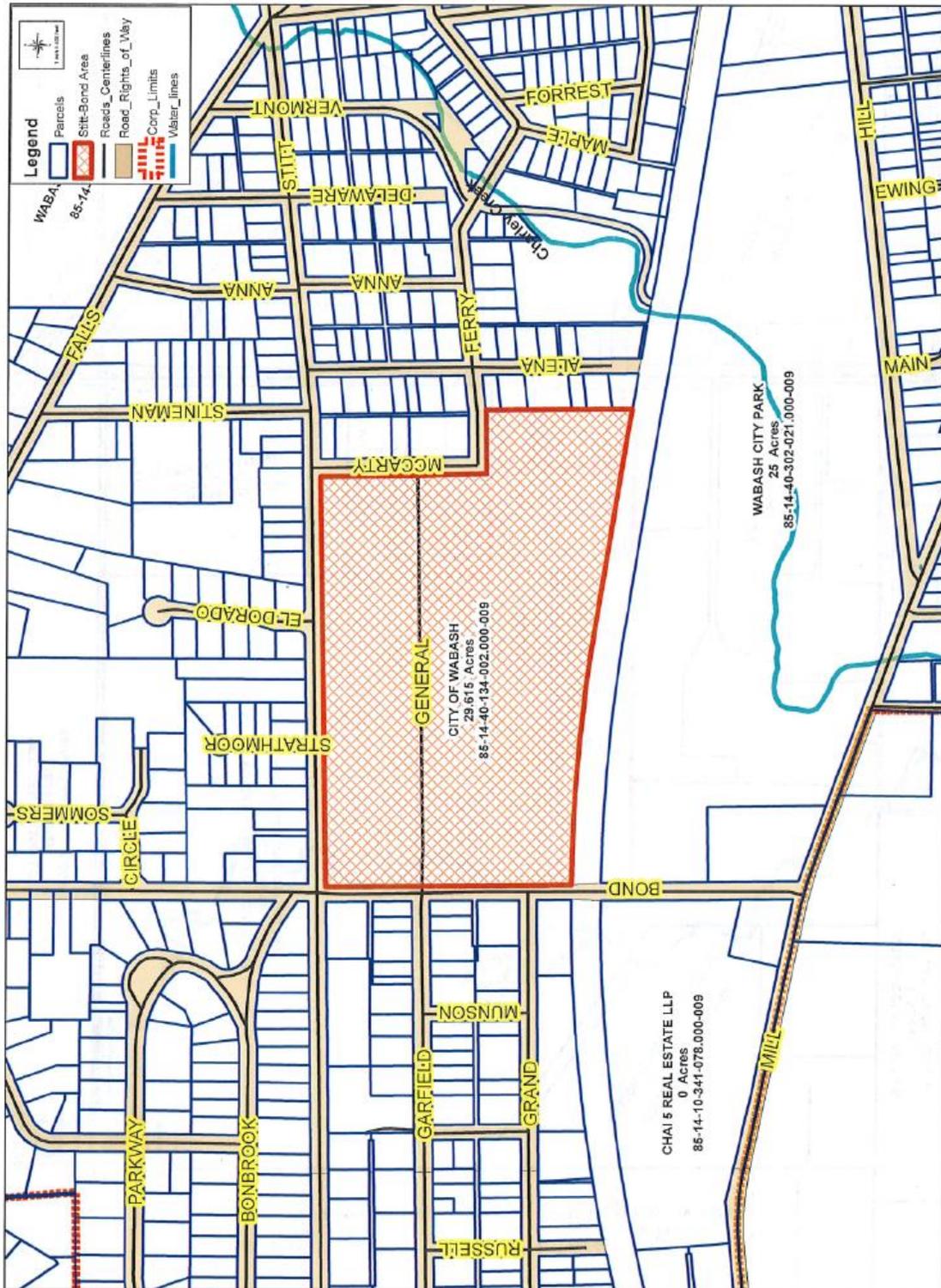
Disclaimer: Webash County assumes no legal responsibility for the information contained herein.

Date: October 1, 2021



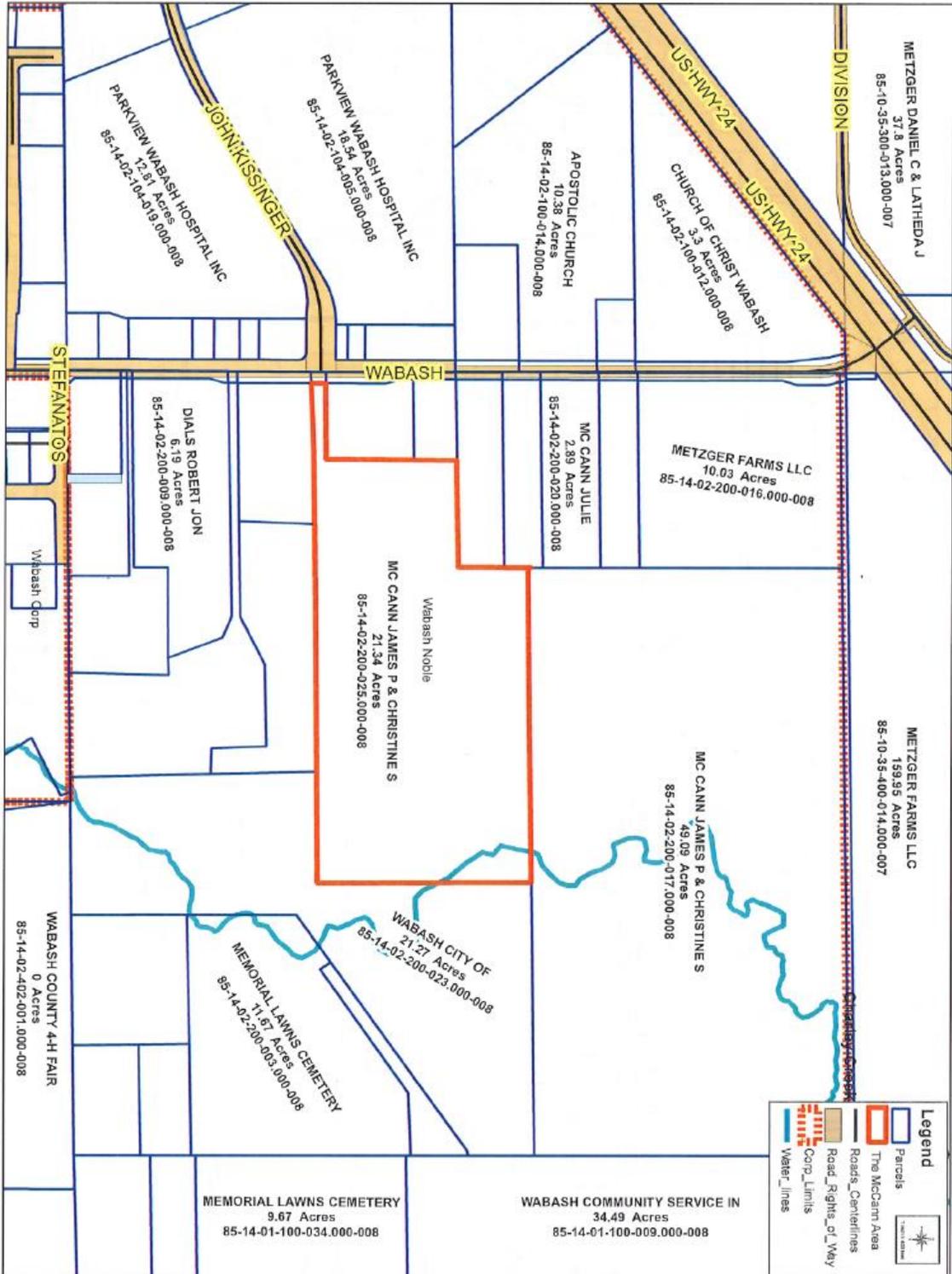
Date: October 1, 2021

Disclaimer: Wabash County assumes no legal responsibility for the information contained herein.



Disclaimer: Wabash County assumes no legal responsibility for the information contained herein.

Date: October 1, 2021



RESOLUTION OF THE BOARD OF SCHOOL TRUSTEES OF MSD OF WABASH COUNTY APPROVING ACTION TAKEN BY THE CITY OF WABASH, INDIANA, REDEVELOPMENT COMMISSION TO ESTABLISH A RESIDENTIAL HOUSING DEVELOPMENT PROGRAM

WHEREAS, the City of Wabash, Indiana, Redevelopment Commission (the "Redevelopment Commission"), the governing body of the City of Wabash Department of Redevelopment, pursuant to Indiana Code 36-7-14, as amended from time to time (the "Act"), on October 5, 2021, approved and adopted its Resolution establishing a residential housing development program (the "Declaratory Resolution"); and

WHEREAS, the Declaratory Resolution designated areas known as (1) the "Kentner Creek Residential Economic Development Area;" (2) the "Market Street Residential Economic Development Area;" (3) the "Legacy Residential Economic Development Area;" (4) the "McCann Residential Economic Development Area;" and (5) the "Stitt/Bond Residential Economic Development Area" (collectively, the "Economic Development Areas") as economic development areas pursuant to Section 41 of the Act, designated the entirety of all of the Economic Development Areas as "allocation areas" pursuant to Section 39 of the Act, approved an economic development plan for such areas (the "Plan"), and established in the Economic Development Areas, as a component of the Plan, a separate residential housing development program for the allocation areas pursuant to Section 53 of the Act; and

WHEREAS, Section 53(g) of the Act states that a residential housing development program may not take effect until the governing body of each school corporation affected by the program passes a resolution approving the program; and

WHEREAS, the Board of School Trustees of MSD of Wabash County (the "Board") now desires to approve the establishment of the residential housing development program by the Commission in the newly designated Economic Development Areas;

NOW, THEREFORE, BE IT RESOLVED by the Board of School Trustees of MSD of Wabash County, as follows:

1. Pursuant to Section 53(g) of the Act, the Board hereby approves of the establishment of the residential housing development program as set forth in the Declaratory Resolution and the Plan.
2. This Resolution shall be in full force and effect after its adoption.

Adopted and approved at a meeting of the Board of School Trustees of MSD of Wabash County, held on the ___ day of December, 2021.

AYES

NAYS

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ATTEST:

Secretary

**RESOLUTION OF THE BOARD OF SCHOOL TRUSTEES OF WABASH CITY
SCHOOLS APPROVING ACTION TAKEN BY THE CITY OF WABASH, INDIANA,
REDEVELOPMENT COMMISSION TO ESTABLISH A
RESIDENTIAL HOUSING DEVELOPMENT PROGRAM**

WHEREAS, the City of Wabash, Indiana, Redevelopment Commission (the "Redevelopment Commission"), the governing body of the City of Wabash Department of Redevelopment, pursuant to Indiana Code 36-7-14, as amended from time to time (the "Act"), on October 5, 2021, approved and adopted its Resolution establishing a residential housing development program (the "Declaratory Resolution"); and

WHEREAS, the Declaratory Resolution designated areas known as (1) the "Kentner Creek Residential Economic Development Area;" (2) the "Market Street Residential Economic Development Area;" (3) the "Legacy Residential Economic Development Area;" (4) the "McCann Residential Economic Development Area;" and (5) the "Stitt/Bond Residential Economic Development Area" (collectively, the "Economic Development Areas") as economic development areas pursuant to Section 41 of the Act, designated the entirety of all of the Economic Development Areas as "allocation areas" pursuant to Section 39 of the Act, approved an economic development plan for such areas (the "Plan"), and established in the Economic Development Areas, as a component of the Plan, a separate residential housing development program for the allocation areas pursuant to Section 53 of the Act; and

WHEREAS, Section 53(g) of the Act states that a residential housing development program may not take effect until the governing body of each school corporation affected by the program passes a resolution approving the program; and

WHEREAS, the Wabash City Schools Board (the "Board") now desires to approve the establishment of the residential housing development program by the Commission in the newly designated Economic Development Areas.

NOW, THEREFORE, BE IT RESOLVED by the Wabash City Schools Board, as follows:

1. Pursuant to Section 53(g) of the Act, the Board hereby approves of the establishment of the residential housing development program as set forth in the Declaratory Resolution and the Plan.
2. This Resolution shall be in full force and effect after its adoption.

Adopted and approved at a meeting of the Wabash City Schools Board, held on the 3rd day of January, 2022.

AYES

NAYS

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ATTEST:

Secretary

**RESOLUTION OF THE BOARD OF SCHOOL TRUSTEES OF WABASH CITY
SCHOOLS APPROVING ACTION TAKEN BY THE CITY OF WABASH, INDIANA,
REDEVELOPMENT COMMISSION TO ESTABLISH A
RESIDENTIAL HOUSING DEVELOPMENT PROGRAM**

WHEREAS, the City of Wabash, Indiana, Redevelopment Commission (the "Redevelopment Commission"), the governing body of the City of Wabash Department of Redevelopment, pursuant to Indiana Code 36-7-14, as amended from time to time (the "Act"), on October 5, 2021, approved and adopted its Resolution establishing a residential housing development program (the "Declaratory Resolution"); and

WHEREAS, the Declaratory Resolution designated areas known as (1) the "Kentner Creek Residential Economic Development Area;" (2) the "Market Street Residential Economic Development Area;" (3) the "Legacy Residential Economic Development Area;" (4) the "McCann Residential Economic Development Area;" and (5) the "Stitt/Bond Residential Economic Development Area" (collectively, the "Economic Development Areas") as economic development areas pursuant to Section 41 of the Act, designated the entirety of all of the Economic Development Areas as "allocation areas" pursuant to Section 39 of the Act, approved an economic development plan for such areas (the "Plan"), and established in the Economic Development Areas, as a component of the Plan, a separate residential housing development program for the allocation areas pursuant to Section 53 of the Act; and

WHEREAS, Section 53(g) of the Act states that a residential housing development program may not take effect until the governing body of each school corporation affected by the program passes a resolution approving the program; and

WHEREAS, the Wabash City Schools Board (the "Board") now desires to approve the establishment of the residential housing development program by the Commission in the newly designated Economic Development Areas.

NOW, THEREFORE, BE IT RESOLVED by the Wabash City Schools Board, as follows:

1. Pursuant to Section 53(g) of the Act, the Board hereby approves of the establishment of the residential housing development program as set forth in the Declaratory Resolution and the Plan.
2. This Resolution shall be in full force and effect after its adoption.

Adopted and approved at a meeting of the Wabash City Schools Board, held on the 3rd day of January, 2022.

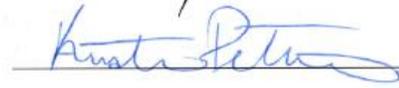
AYES

NAYS


Rhonda Hipstead







ATTEST:


Secretary

**RESOLUTION OF THE BOARD OF SCHOOL TRUSTEES OF MSD OF WABASH
COUNTY APPROVING ACTION TAKEN BY THE CITY OF WABASH, INDIANA,
REDEVELOPMENT COMMISSION TO ESTABLISH A
RESIDENTIAL HOUSING DEVELOPMENT PROGRAM**

WHEREAS, the City of Wabash, Indiana, Redevelopment Commission (the "Redevelopment Commission"), the governing body of the City of Wabash Department of Redevelopment, pursuant to Indiana Code 36-7-14, as amended from time to time (the "Act"), on October 5, 2021, approved and adopted its Resolution establishing a residential housing development program (the "Declaratory Resolution"); and

WHEREAS, the Declaratory Resolution designated areas known as (1) the "Kentner Creek Residential Economic Development Area;" (2) the "Market Street Residential Economic Development Area;" (3) the "Legacy Residential Economic Development Area;" (4) the "McCann Residential Economic Development Area;" and (5) the "Stitt/Bond Residential Economic Development Area" (collectively, the "Economic Development Areas") as economic development areas pursuant to Section 41 of the Act, designated the entirety of all of the Economic Development Areas as "allocation areas" pursuant to Section 39 of the Act, approved an economic development plan for such areas (the "Plan"), and established in the Economic Development Areas, as a component of the Plan, a separate residential housing development program for the allocation areas pursuant to Section 53 of the Act; and

WHEREAS, Section 53(g) of the Act states that a residential housing development program may not take effect until the governing body of each school corporation affected by the program passes a resolution approving the program; and

WHEREAS, the Board of School Trustees of MSD of Wabash County (the "Board") now desires to approve the establishment of the residential housing development program by the Commission in the newly designated Economic Development Areas;

NOW, THEREFORE, BE IT RESOLVED by the Board of School Trustees of MSD of Wabash County, as follows:

1. Pursuant to Section 53(g) of the Act, the Board hereby approves of the establishment of the residential housing development program as set forth in the Declaratory Resolution and the Plan.
2. This Resolution shall be in full force and effect after its adoption.

Adopted and approved at a meeting of the Board of School Trustees of MSD of Wabash County, held on the 14th day of December, 2021.

AYES

NAYS

<u>Chris M. R.</u>	_____
<u>Matt Jusca</u>	_____
<u>Todd Day</u>	_____
<u>Kim Bowman</u>	_____
_____	_____
_____	_____
_____	_____

ATTEST:

Secretary

January __, 2022

Ms. Marcie Shepherd, County Auditor
Wabash County, Indiana
1 W. Hill Street, Suite 103
Wabash, Indiana 46992

Re: Creation of the Wabash Residential Allocation Areas
and Arc Light Allocation Area

Dear Ms. Shepherd:

On October 5, 2021, the Wabash Redevelopment Commission (the "Commission") adopted a resolution (the "Declaratory Resolution"), which created the (1) the "Kentner Creek Residential Economic Development Area (the "Kentner Creek Area");" (2) the "Market Street Residential Economic Development Area (the "Market Street Area");" (3) the "Legacy Residential Economic Development Area (the "Legacy Area");" (4) the "McCann Residential Economic Development Area (the "McCann Area");" (5) the "Stitt/Bond Residential Economic Development Area (the "Stitt/Bond Area");" and (6) the "Arc Light Business Park Economic Development Area" (the "Arc Light Area") (collectively, the "Areas"), and designated the Areas as "Allocation Areas". The Commission adopted a resolution confirming the Declaratory Resolution on November 2, 2021 (the "Confirmatory Resolution"). Due to the timing of different approvals by the respective School Corporations in the Areas, the base assessment dates of the Areas vary. The Kentner Creek Area, the McCann Area and the Arc Light Area have base assessment dates of January 1, 2021, and the Market Street Area, the Legacy Area and the Stitt/Bond Area have base assessment dates of January 1, 2022.

Pursuant to IC 36-7-14-17(e) and 50 IAC 8-2-3(a), attached to this letter for filing on behalf of the Commission are the following:

1. A map of the respective Allocation Areas.
2. A copy of the Declaratory Resolution and the Confirmatory Resolution.
3. A list of the parcel identification numbers of the parcels in the Allocation Areas.

Please acknowledge receipt of this filing by signing a copy of this letter in the space indicated below, and return in the enclosed return envelope.

WABASH REDEVELOPMENT
COMMISSION

Received this ____ day of _____, 2022

WABASH COUNTY AUDITOR'S OFFICE

By: _____

#1566618v1<LEGAL> - WABASH HOUSING TIF 2021 -- Letter to County Auditor for TIF(21761016.1)

Exhibit D
Development and Design Standards

Grow Wabash County notes that current zoning of the East Market Street Asset may require developer to obtain a special zoning exception or zoning modification.

The East Market Street Asset is adjacent to the downtown historic zoning district. Accordingly, designs should recognize the historic nature of the surrounding area and compliment the look and aesthetic.

Exhibit E
Website Links to Various City of Wabash Information Links

- https://library.municode.com/in/wabash/codes/code_of_ordinances?nodeId=CICO_CH10_ZOSURE
- https://library.municode.com/in/wabash/codes/code_of_ordinances
- <https://www.cityofwabash.com/category/index.php?categoryid=10>
- <https://www.growwabashcounty.com/>

This list is not exhaustive.

Exhibit F
Anticipated Public Assistance

Tax Increment Financing (TIF) / Tax Abatement

A combination of tax increment financing and ten-year / 10% tax abatement is available. The portion of private investment not directed toward tax increment financing is eligible for the following abatement schedule:

Year Abatement	Tax Abatement	Year	Tax
1	100%	6	40%
2	95%	7	30%
3	80%	8	20%
4	65%	9	10%
5	50%	10	5%
		11	0%

Infrastructure Improvements

Streetscape improvements, lighting, amenities and other right-of-way enhancements will be negotiated by the community as part of the public investment in the project.