



950 North Liberty Drive • P.O. Box 508
Columbia City, IN 46725
260-244-7606 • 1-800-451-2709

Property:

1196 South Crosswinds Lane, Marion, Indiana
(offered as 1 auction tract)

Auction Manager:

Al Pfister
1169 N. Main St., Suite 14
Bluffton, IN 46714
Tel: 260-760-8922

SEALED BID PACKET

Sealed Bid Deadline:

5:00 o'clock p.m. on Wednesday, September 30, 2020

Contents:

- I. Bidder Instructions
- II. Form of Agreement to Purchase
- III. Auction Exhibit Binder

BIDDER INSTRUCTIONS

(Sealed Bid Auction for 1196 South Crosswinds Lane in Marion, Indiana)

1. These Bidder Instructions are provided as part of a Sealed Bid Packet ("Sealed Bid Packet") prepared by Schrader Real Estate and Auction Company, Inc. ("Auction Company") for purposes of the sealed bid auction advertised and conducted by Auction Company on behalf of Crosswinds, Inc. ("Seller") with respect to the real estate located at 1196 South Crosswinds Lane in Marion, Indiana.
2. In addition to these Bidder Instructions, the Sealed Bid Packet also includes a blank form of an Agreement to Purchase ("Agreement to Purchase") and an Auction Exhibit Binder with Auction Exhibits A through D ("Auction Exhibit Binder"). Do not submit a bid unless and until you have received and are familiar with the entire Sealed Bid Packet.
3. **To submit a bid:**
 - (a) Complete the Signature Page (page 6) of the Agreement to Purchase:
 - (i) Write in your total bid amount as the Purchase Price for the Property;
 - (ii) Provide all requested information pertaining to the Buyer; and
 - (iii) Sign as Buyer (or as the authorized officer/agent of an entity identified as Buyer).
 - (b) Prepare a check for the 10% earnest money deposit in accordance with these Bidder Instructions.
 - (c) Prepare a sealed bid envelope by writing "Sealed Bid for 1196 South Crosswinds Lane" and the name and address of the bidder on the outside front of the envelope.
 - (d) Place the earnest money check and the entire Agreement to Purchase (completed and signed by the bidder) in the sealed bid envelope and send or deliver to the Auction Manager, Al Pfister, as follows:

Via overnight courier, U.S. Mail or personal delivery to:
Al Pfister
C/o Complete Appraisal Services
1169 N. Main St., Suite 14
Bluffton, IN 46714

A sealed bid may also be delivered in person at the site of the auction property (1196 South Crosswinds Lane in Marion, Indiana) between the hours of 3:00 pm to 5:00 pm on September 30, 2020. The Auction Manager will be present at the auction property site during this time.
4. Your bid must be **received** not later than 5:00 o'clock p.m. (Eastern Time) on September 30, 2020.
5. **Your bid must be accompanied by an earnest money deposit in the form of a cashier's check, personal check or company check payable to "Schrader Auction Trust Account". The earnest money deposit must be at least ten percent (10%) of the bid amount written as the Purchase Price on the Signature Page of the Agreement to Purchase.**
6. If your bid is accepted, your earnest money check will be deposited in the Auction Company's trust account, to be held in escrow pursuant to the terms of the Agreement to Purchase. If your bid is not accepted on or before October 2, 2020, your earnest money check will be returned to you via U.S. Regular Mail at the Buyer's address provided on the Signature Page of the Agreement to Purchase submitted with your bid.
7. The submission of a bid constitutes an offer which, if accepted by Seller, shall constitute a binding contract for the sale and purchase of the Property in accordance with the terms contained in the Agreement to Purchase. If any provision of the Agreement to Purchase conflicts with any other statement in the Sealed Bid Packet or any statement in the auction brochure or other marketing materials, the provision of the Agreement to Purchase shall control. (As an update to the auction brochure, the **title insurance will be furnished at Seller's expense** in accordance with Section 6 of the Agreement to Purchase.)
8. Seller reserves the right, in its sole judgment and discretion, to accept or reject any bid (and to waive any irregularity or informality in the submission of any bid).
9. Schrader Real Estate and Auction Company, Inc. and its agents and representatives are exclusively the agents of the Seller.

These Bidder Instructions and the form of Agreement to Purchase were prepared by an attorney who only represents the Auction Company. Seller and Buyer are responsible for consulting with their own respective attorneys for any legal advice and/or representation regarding this Sealed Bid Packet and/or any document or transaction relating to the Property.

AGREEMENT TO PURCHASE

This Agreement to Purchase (this "Agreement") is executed in connection with a sealed bid auction process (the "Auction") through which Schrader Real Estate and Auction Company, Inc. ("Auction Company"), on behalf of Crosswinds, Inc. ("Seller"), has solicited bids for the Property described below.

For purposes of this Agreement, "Buyer" refers to the parties(s), whether one or more, signing as Buyer(s) on the signature page of this Agreement (the "Signature Page"). Buyer's execution and delivery of this Agreement, with the Purchase Price written on the Signature Page, constitutes an offer ("Offer") to purchase the Property in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, Buyer offers and agrees to purchase from Seller and Seller (upon execution and delivery of Seller's acceptance) agrees to sell to Buyer the Property (as defined below) in accordance with and subject to the following terms and conditions:

1. **Property.** The property to be purchased and sold pursuant to this Agreement (the "Property") consists of the real estate in Grant County, Indiana located at **1196 South Crosswinds Lane, Marion, Indiana 46952**, being approximately 3.85(±) acres of land together with the improvements and permanent fixtures presently existing on said land, and being more particularly described as follows:

BEING A PART OF THE NORTHWEST QUARTER OF SECTION FIFTEEN (15), TOWNSHIP TWENTY-FOUR (24) NORTH, RANGE EIGHT (8) EAST IN CENTER TOWNSHIP, GRANT COUNTY, STATE OF INDIANA AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A MAG NAIL WITH A WASHER STAMPED "WIMMER LS 20200013" FOUND OVER A CORNERSTONE FOUND AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 00°-43'-10" EAST (ASSUMED BEARING-BASIS OF BEARINGS) ON THE EAST LINE OF SAID NORTHWEST QUARTER AND CENTERLINE OF COUNTY ROAD 350 EAST A DISTANCE OF NINE HUNDRED FIFTY-SIX AND FIVE HUNDREDTHS (956.05') FEET TO A MAG NAIL WITH A WASHER STAMPED "WIMMER LS 20200013" FOUND, SAID POINT BEING ALSO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 00°-43'-10" EAST ON SAID EAST LINE AND CENTERLINE A DISTANCE OF SIX HUNDRED SIXTEEN AND FIFTY-NINE HUNDREDTHS (616.59') FEET TO A MAG NAIL FOUND; THENCE NORTH 62°-17'-28" WEST ON THE NORTHERLY LINE OF CROSSWINDS LANE AS PLATTED IN CROSSWINDS SUBDIVISION, THE PLAT OF WHICH IS RECORDED IN INSTRUMENT: I 2018-007736 IN THE OFFICE OF THE RECORDER OF GRANT COUNTY, INDIANA A DISTANCE OF THREE HUNDRED FIFTY-TWO AND SIXTEEN HUNDREDTHS (352.16') FEET TO A CAPPED REBAR FOUND; THENCE NORTH 01°-26'-30" EAST ON THE EASTERLY LINE OF SAID CROSSWINDS LANE A DISTANCE OF FOUR HUNDRED NINETY-TWO AND FORTY-SIX HUNDREDTHS (492.46') FEET TO A CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF INSTRUMENT # I-2018-007258 IN THE OFFICE OF THE RECORDER OF GRANT COUNTY, INDIANA; THENCE SOUTH 82°-17'-05" EAST ON THE SOUTH LINE OF SAID INSTRUMENT A DISTANCE OF TWO HUNDRED NINETY-FOUR AND THIRTY HUNDREDTHS (294.30') FEET, OR TO THE PLACE OF BEGINNING; CONTAINING THREE AND EIGHTY-FIVE HUNDREDTHS (3.85) ACRES, MORE OR LESS, AND BEING SUBJECT TO EXISTING HIGHWAY, DRAINAGE AND PUBLIC UTILITY EASEMENTS. ALSO, BEING SUBJECT TO A HIGHWAY RIGHT OF WAY OF THIRTY-FIVE (35) FEET IN WIDTH OFF THE ENTIRE EAST SIDE THEREOF.

2. **Purchase Price.** The purchase price for the Property consists of the amount in U.S. Dollars which is written as the Purchase Price on the Signature Page (the "Purchase Price"). Prior to the Closing, Buyer shall deliver Good Funds to the title company administering the Closing pursuant to Section 11 below ("Closing Agent") in the amount of the Purchase Price, plus expenses charged to Buyer as provided in this Agreement, less applied Earnest Money and any other credits due Buyer as provided in this Agreement. "Good Funds" means immediately available funds delivered by confirmed wire transfer to an account designated by the Closing Agent.
3. **Earnest Money.** Concurrently with the execution and delivery of this Offer, Buyer shall deliver an earnest money deposit ("Earnest Money") payable to Auction Company in an amount not less than ten percent (10%) of the Purchase Price. Upon Seller's acceptance of this Offer, the Earnest Money shall be held in escrow and applied towards the payment of the Purchase Price at Closing. For purposes of the application of this Agreement at any given time, "Escrow Agent" refers to: (a) Auction Company with respect to all or such portion of the Earnest Money held by Auction Company at such time; and/or (b) the Closing Agent with respect to all or such portion of the Earnest Money held by the Closing Agent at such time.
4. **Survey.** It is anticipated that the Property will be conveyed to Buyer using the existing legal description(s) without obtaining a new survey. A new survey shall be obtained ***if and only if***: (a) the official(s) responsible for recording the conveyance will not accept the conveyance for recording without a new survey; or (b) a new survey is deemed necessary or appropriate for any other reason in Seller's sole discretion. If a new survey is obtained: (i) the survey shall be ordered by Seller or an agent of Seller; (ii) the survey shall be sufficient for the purpose of recording the conveyance, but the type of survey shall otherwise be determined solely by the Seller; and (iii) the survey costs shall be shared equally (50:50) by Seller and Buyer.
5. **Delivery of Title.** The Property shall be conveyed to Buyer by Corporate Warranty Deed (subject to the Permitted Exceptions), to be furnished by Seller at Seller's expense and executed and delivered at Closing.

6. **Final Title Commitment; Owner's Title Insurance Policy.** Buyer has the right to receive, as a condition to Buyer's obligation to acquire the Property at Closing, and at Seller's expense, a commitment for the issuance of a standard owner's title insurance policy with respect to the Property in the name of Buyer for the amount of the Purchase Price dated after this Agreement and prior to Closing (the "Final Title Commitment"). Buyer agrees to accept the Final Title Commitment furnished by Seller notwithstanding: (a) standard exceptions, conditions and requirements; (b) any exception, condition or requirement that Seller intends to satisfy and/or remove (and is in fact satisfied and/or removed) at the time of or prior to Closing; and/or (c) any matter listed, described or revealed in the Final Title Commitment that constitutes a Permitted Exception. At Closing, Seller shall pay for the cost of issuing a standard owner's title insurance policy in accordance with the Final Title Commitment.
7. **Preliminary Title Evidence.** Buyer acknowledges that Buyer has received, prior to the submission of this Offer, a copy of the preliminary title search report prepared by Grant County Abstract Co. Inc. (the "Preliminary Title Evidence") which is included in the Auction Exhibit Binder as Auction Exhibit A.
8. **Permitted Exceptions.** As between Buyer and Seller, Buyer agrees to accept title, possession, the deed, the Final Title Commitment, the title insurance and any survey subject to and notwithstanding the following matters (each a "Permitted Exception" and collectively the "Permitted Exceptions"): (a) existing roads, public utilities and drains; (b) visible and/or apparent uses and easements; (c) existing pipelines, whether or not visible or apparent and whether or not appearing of record; (d) rights and/or claims relating to or arising from any variation between a deeded boundary line and a fence line, field line, ditch line or other visible occupancy or occupancy line and/or the encroachment of any existing use, structure or improvement over any boundary line; (e) any lien for current, non-delinquent Taxes; (f) local ordinances and zoning laws; (g) any outstanding reservations, severances and/or other rights with respect to minerals; (h) any recorded oil and/or gas lease, whether active or not; (i) the provisions of this Agreement and any matter disclosed in this Agreement; (j) easements, covenants, conditions, restrictions and/or other matters appearing of record except liens and except any such easement, covenant, condition, restriction or other matter that is likely to materially and substantially interfere with the ordinary and reasonably foreseeable use of the Property; (k) all matters (except liens, if any) listed, disclosed or described in the Preliminary Title Evidence; and (l) any matter disclosed in any exhibit included with the Auction Exhibit Binder.
9. **Conveyance Requirements.** Buyer's obligation to purchase and acquire the Property at Closing is contingent upon the satisfaction of the following conditions and requirements (collectively, the "Conveyance Requirements"): (a) that Buyer has received the Final Title Commitment in accordance with the terms of this Agreement; (b) that Seller is able to convey fee simple title to the Property, free and clear of any material encumbrance that does not constitute a Permitted Exception; and (c) that Seller is able to deliver possession of the Property (subject to the Permitted Exceptions) at the time of Closing and substantially in its present condition except as otherwise provided in Section 16 below. For purposes of this Agreement, the title to the Property shall be deemed sufficient and marketable if Seller is able to convey the Property in conformance with the Conveyance Requirements. If Seller is unable to convey the Property in conformance with the Conveyance Requirements: (i) such inability shall constitute a failure of said condition, but not a Seller default; and (ii) either party may terminate this Agreement prior to Closing by written notice to the other; *provided, however*, prior to any such termination by Buyer, Buyer must give Seller sufficient written notice of the nonconformity to enable Seller to cure such nonconformity and Seller shall have the right to extend the time for Closing, in order to cure such nonconformity, for a period of up to 30 days from the later of the effective date of such notice or the targeted closing date stated in Section 11 below. In the event of termination by either party pursuant to this Section, Buyer shall be entitled to the return of the Earnest Money as Buyer's sole and exclusive remedy.
10. **Conditions to Closing.** Buyer's obligation to purchase and acquire the Property is not contingent upon any further inspection, investigation or evaluation of the Property or upon Buyer's ability to obtain any loan or permit. Buyer's obligation to purchase and acquire the Property at Closing is not contingent upon the satisfaction of any condition except: (a) the performance (or tender of performance) of all covenants and obligations which are to be performed by Seller at the time of or prior to Closing according to the express terms of this Agreement; and (b) any condition or requirement the satisfaction of which is made a condition precedent in favor of Buyer according to the express terms of this Agreement (including the condition that Seller is able to convey and transfer the Property in conformance with the Conveyance Requirements).
11. **Closing.** Subject to the terms and conditions of this Agreement, the final delivery and exchange of documents and funds in connection with the consummation of the sale and purchase of the Property in accordance with this Agreement ("Closing") shall occur on or before October 30, 2020 or as soon as possible after said date upon completion of the survey (if applicable), the Final Title Commitment and Seller's closing documents; *provided, however*, if for any reason the Closing does not occur on or before October 30, 2020 then, subject only to the satisfaction of the conditions described in Section 10 above, Buyer shall be obligated to close on a date specified in a written notice from Seller or Seller's agent to Buyer or Buyer's agent which date must be: (a) at least 7 days after the effective date of such notice; and (b) at least 7 days after completion of the survey, if applicable, and the Final Title Commitment. Unless otherwise mutually agreed in writing, the Closing shall be held at and/or administered through the office of Grant County Abstract Co. Inc. located at 200 W. Washington St., Marion, IN 46952.

12. **Seller's Expenses.** The following items shall be charged to Seller and paid out of the sale proceeds that would otherwise be delivered to Seller at Closing: (a) all costs of releasing existing liens, if any, and recording the releases; (b) one-half of the fee charged by the Closing Agent to administer a cash closing; (c) one-half of the cost of the survey, if any, obtained in accordance with this Agreement; (d) the cost of the owner's title insurance; (e) the cost of preparing Seller's transfer documents, including the deed; (f) any sums due Auction Company in connection with this transaction; (g) any expense stipulated to be paid by Seller under any other provision of this Agreement; and (h) any expense normally charged to a seller at closing and not specifically charged to Buyer in this Agreement.
13. **Buyer's Expenses.** The following items shall be charged to Buyer and paid out of Good Funds delivered by Buyer to the Closing Agent prior to Closing: (a) any expense incident to a loan obtained by Buyer which is not otherwise paid by Buyer outside of closing, including any loan commitment fees, document preparation, recording fees, title examinations, lender's title insurance, prepaid interest and credit reports; (b) one-half of the fee charged by the Closing Agent to administer a cash closing (and 100% of any additional closing fees due to any loan); (c) one-half of the cost of the survey, if any, obtained in accordance with this Agreement; (d) any expense stipulated to be paid by Buyer under any other provision of this Agreement; and (e) any expense normally charged to a buyer at closing and not specifically charged to Seller in this Agreement.
14. **Real Estate Taxes and Assessments.** "Seller's Taxes" refers to all real estate taxes and special assessments which are assessed against and attributable to the Property for the first part of the calendar year in which the Closing occurs, prorated on a calendar year basis to the date of Closing, and all prior years. Any unpaid Seller's Taxes shall be withheld from Seller's proceeds at Closing and paid directly to the county treasurer; provided, however, any portion of Seller's Taxes that is not ascertainable and payable at the time of Closing shall be estimated based on the amount last billed for a calendar year and the amount thus estimated (and prorated to the date of Closing) shall be paid by Seller via credit against the sums due from Buyer at Closing, with no further settlement or adjustment after Closing. Buyer shall then pay all real estate taxes and assessments attributable to the Property when due after Closing.
15. **Possession.** Possession of the Property shall be delivered to Buyer at Closing, subject to the Permitted Exceptions.
16. **Risk of Loss.** The Property shall be conveyed at Closing in substantially its present condition and Seller assumes the risk of loss and damage until Closing; provided, however, Buyer shall be obligated to acquire the Property notwithstanding the occurrence of any of the following prior to Closing: (a) normal use, wear and tear; (b) loss or damage that is repaired prior to Closing; and (c) loss covered by Seller's insurance if Seller agrees to assign to Buyer all insurance proceeds covering such loss.
17. **Remedies; Buyer Default.** As used herein, the term "Buyer Default" refers to any defect or default with respect to delivery of the Earnest Money (including nonpayment or dishonor of any check) and/or the failure of this transaction to close due to nonperformance, breach and/or default with respect to the Buyer's obligation(s) under this Agreement. In the event of a Buyer Default, the following provisions shall apply:
- (a) Seller shall have the right to demand and recover liquidated damages in an amount equal to ten percent (10%) of the Purchase Price. Upon Seller's demand and receipt of such liquidated damages, this Agreement shall be completely terminated in all respects. Buyer acknowledges and agrees that, in the event of a Buyer Default, the amount of Seller's damages would be uncertain and difficult to ascertain and that 10% of the Purchase Price is fairly proportionate to the loss likely to occur due to a Buyer Default. If this liquidated damages provision is adjudicated as unenforceable, Seller may recover and Buyer agrees to pay actual damages (plus expenses and attorney fees).
 - (b) The Earnest Money shall be applied towards any sums that Seller is entitled to recover from Buyer and, upon Seller's demand, Buyer shall execute and deliver to the Escrow Agent an instrument authorizing the payment of such funds to Seller up to the amount due Seller. If Buyer fails to execute and deliver such authorization, the funds shall remain in escrow until properly adjudicated and Seller shall have the right to recover from Buyer, in addition to any other recovery, all expenses, including reasonable attorney fees, thereafter incurred by Seller in seeking to enforce any right or remedy.
 - (c) Without limiting the foregoing provisions, Seller's remedies in the event of a Buyer Default shall include the right to terminate Buyer's right to acquire the Property under this Agreement (without prejudice to Seller's right to recover damages, including liquidated damages as provided above) by giving notice of such termination to Buyer. Any such termination shall be effective as of a date specified in a notice of termination from Seller to Buyer (but not earlier than the effective date of the notice). At any time after the effective date of such termination, Seller shall have the absolute and unconditional right to sell the Property free and clear of any right or claim of Buyer whatsoever.
18. **Remedies; Seller Default.** The term "Seller Default" refers to the failure of this transaction to close due to nonperformance, breach and/or default with respect to the Seller's obligation(s) under this Agreement; provided, however, if Seller is unable to convey the Property in accordance with the Conveyance Requirements, such inability shall constitute a failure of a condition under Section 9 above, and not a Seller Default. In the event of a Seller Default: (a) Buyer shall have the right to demand and receive a full refund of the Earnest Money; (b) upon such demand and Buyer's receipt of the Earnest Money, this Agreement shall be completely terminated in all respects at such time; and (c) at Buyer's option, at any time prior to such termination, Buyer may elect instead to seek specific performance of Seller's obligations.

19. **Remedies; General.** Notwithstanding any other provision, if this transaction fails to close, the Escrow Agent is authorized to hold the Earnest Money until it receives either: (a) written disbursement instructions signed by Buyer and Seller; (b) a written release signed by one party authorizing disbursement to the other party; or (c) a final court order specifying the manner in which the Earnest Money is to be disbursed. In the event of a lawsuit between the parties seeking any remedy or relief in connection with this Agreement and/or the Property, the prevailing party in such lawsuit shall be entitled to recover its reasonable attorneys' fees and expenses. **TO THE FULL EXTENT PERMITTED BY LAW, BUYER AND SELLER HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY (TO THE EXTENT THAT SUCH RIGHT NOW OR HEREAFTER EXISTS) WITH REGARD TO THIS AGREEMENT AND/OR THE PROPERTY AND/OR ANY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH.**
20. **Notices.** A notice given to a party under this Agreement shall be in writing and either delivered in person or sent via US Certified Mail return receipt requested or via overnight delivery by a nationally-recognized commercial courier regularly providing proof of delivery (such as FedEx or UPS) to the party's notification address as provided below. If email address(es) is/are provided with a party's notification address, a legible PDF copy of any notice to such party shall be sent to the email address(es) provided. A notice shall be effective as of the first business day after the notice has been sent in accordance with this paragraph. Subject to each party's right to change its notification address (by giving notice of such change to all other parties), the parties' notification addresses are as follows:
- If to Seller: Crosswinds, Inc., ATTN: Todd Jacobs, 4150 Illinois Road, Fort Wayne IN 46804
- With PDF copies via emails to: todd.jacobs@lastingchangeinc.org
auctions@adamswells.com
- If to Buyer: The Buyer's mailing address (and email address, if any) provided on the Signature Page.
21. **1031 Exchange.** Each party shall reasonably cooperate if another party intends to structure the transfer or acquisition of all or any part of the Property as part of an exchange under §1031 of the Internal Revenue Code ("Exchange"). The rights of a party may be assigned to a qualified intermediary or exchange accommodation titleholder for purposes of an Exchange, but the assignor shall not be released from any obligation under this Agreement. No party shall be required to acquire title to any other property, assume any additional liabilities or obligations or incur any additional expense as a result of another party's Exchange.
22. **Agency; Sales Fee.** Auction Company and its agents and representatives are acting solely on behalf of, and exclusively as the agents for, the Seller. The commission due Auction Company shall be paid by Seller pursuant to a separate agreement. Buyer shall indemnify and hold harmless Seller and Auction Company from and against any claim of any broker or other person who is or claims to be entitled to any commission, fee or other compensation relating to the sale of the Property as a result of Buyer's dealings with such other broker or person. This obligation of Buyer shall survive Closing.
23. **Execution Authority.** With respect to any limited liability company, corporation, partnership, trust, estate or any other entity other than an individual or group of individuals ("Entity") identified on the Signature Page as a party to this Agreement (or as a partner, member, manager or fiduciary signing on behalf of a party to this Agreement), such Entity and each individual and/or Entity purporting to sign this Agreement on behalf of such Entity jointly and severally promise, represent and warrant that: (a) such Entity has full power and authority to execute this Agreement; (b) all action has been taken and all approvals and consents have been obtained which may be required to properly authorize the execution of this Agreement on behalf of such Entity; (c) the individual(s) purporting to sign this Agreement on behalf of such Entity has/have full power and authority to execute this Agreement on behalf of (and as the binding act of) such Entity; and (d) this Agreement has been properly executed on behalf of (and as the binding act of) such Entity.
24. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; *provided, however*, that no assignment by Buyer (other than an assignment to a qualified intermediary or accommodation titleholder in connection with an Exchange) shall be valid unless approved in writing by Seller and, in any case, Buyer shall not be released from Buyer's obligations by reason of any assignment but shall absolutely and unconditionally guaranty payment and performance by the assignee.
25. **Miscellaneous Provisions.** The meaning ascribed to a capitalized term in this Agreement shall apply to such capitalized term as it used throughout this Agreement. Time is of the essence of this Agreement. All provisions of this Agreement shall survive the Closing. This Agreement contains the entire agreement of the parties and supersedes any statement, promise or representation made or purportedly made prior to this Agreement by either party and/or their respective agents. Neither party is relying upon any statement or promise that is not set forth in this Agreement. Neither party shall be bound by any purported oral modification or waiver. If any provision of this Agreement is inconsistent with any other statement in the Sealed Bid Packet or any statement in the auction brochure or other marketing materials, the provision of this Agreement shall control. This Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. For purposes of the execution of this Agreement, the electronic transmission of a signed counterpart via email, fax or a commonly-used electronic signature service such as DocuSign® shall have the same effect as the delivery of an original signature.

26. **Buyer's Acknowledgment of Certain Disclosures and Disclaimers.** Buyer acknowledges and agrees that:

- (a) Buyer's obligations under this Agreement are not contingent upon the results of any further inspection, investigation or evaluation of the character or condition of the Property or its suitability for any particular use or purpose. Buyer is responsible for having completed all such inspections, investigations and evaluations prior to submitting this Offer. Buyer acknowledges (and represents to Seller) that Buyer has either completed all such inspections, investigations and evaluations or has knowingly and willingly elected to purchase the Property without having done so. In either case, Buyer assumes all risks and agrees to purchase and acquire the Property **"AS IS, WHERE IS"** and **without any warranty of any kind as to its character or condition or its suitability for any particular use or purpose.**
- (b) Without limiting the foregoing provisions, Seller, Auction Company and their respective agents and representatives disclaim any promise, representation or warranty as to: (a) acreages; (b) zoning matters; (c) environmental matters; (d) the availability or location of any utilities; (e) the availability of any permit (such as, but not limited to, any building permit, zoning permit or highway permit); (f) whether or not the Property is qualified for any particular use or purpose; and/or (g) the accuracy of any third party reports or materials provided in connection with this Agreement and/or the marketing of the Property and/or the Auction.
- (c) Buyer acknowledges that Seller has not agreed to perform any work on or about the Property before or after Closing.
- (d) Prior to submitting this Offer, Buyer received the Auction Exhibit Binder with each of the following exhibits ("Auction Exhibit Binder"):
 - Auction Exhibit A: Preliminary title search report prepared by Grant County Abstract Co. Inc.
 - Auction Exhibit B: Exempt Division of Land Plat of Survey with respect to 1.59± acres, consisting of six (6) pages recorded on 5/15/2020 as Doc. # 2020-003275, including "Restrictive Covenant for Exempt 1e Division of Land".
 - Auction Exhibit C: Exempt Division of Land Plat of Survey with respect to 2.25± acres, consisting of five (5) pages recorded on 5/15/2020 as Doc. # 2020-003274.
 - Auction Exhibit D: Plat of Crosswinds Subdivision (including Crosswinds Lane) recorded on 10/24/2018 as Doc. # 2018-007736, being the subdivision located immediately west of and adjoining the Property.
- (e) **The Property has two driveway entrances on the street known as Crosswinds Lane, which is shown as a 50' R/W in the Plat of Crosswinds Subdivision. In the Plat of Crosswinds Subdivision, all streets were dedicated to the public. However, Crosswinds Lane is not currently being maintained by the county highway department as part of the county highway system.**
- (f) The Property is subject to the following restriction as set forth in Doc. # 2020-003275: "No owner of this real estate may convey any part thereof by separate conveyance, without the approval of the Grant County Area Plan Commission, (or its successor), however, the entire tract may be conveyed as one tract."
- (g) Boundary lines and auction tract maps depicted in the auction brochure and/or any other marketing materials are approximations provided for identification and illustration purposes only. They are not provided as survey products and are not intended to depict or establish authoritative boundaries or locations.
- (h) The number of acres stated in this Agreement, the auction brochure and/or other marketing materials are approximate and have been estimated based on existing legal descriptions. No warranty or authoritative representation is made as to the number of acres included with the Property. The Purchase Price shall not be subject to adjustment regardless of the number of acres shown in any survey or other record created before or after the Auction.

27. **Offer and Acceptance.** Buyer's execution and delivery of this Offer constitutes an offer to purchase the Property which may be accepted or rejected by Seller for any reason in the Seller's sole discretion and, if accepted by Seller, shall constitute a binding purchase contract between Seller and Buyer for the sale and purchase of the Property in accordance with the terms and conditions set forth herein. This Offer shall be treated as having been accepted by the Seller only if Seller's acceptance is signed by Seller on the Signature Page. This Offer shall be treated as having been rejected by the Seller only if: (a) Seller has given written notice of rejection to the Buyer; (b) the Earnest Money has been returned to Buyer prior to Seller's acceptance; (c) Seller has accepted another offer for the Property; or (d) Seller has failed to accept this Offer within the time specified in Section 28 below.

28. **Expiration of Offer; Acceptance Deadline.** This Offer expires unless it is accepted by Seller on or before 11:59 o'clock p.m. (Eastern Time) on **Friday, October 2, 2020.**

[The remainder of this Agreement is contained in the immediately-following Signature Page.]

[Signature Page]

IN WITNESS WHEREOF, Buyer offers and agrees to purchase the Property described in Section 1 of this Agreement, being the real estate located at **1196 South Crosswinds Lane** in Marion, Indiana (Grant County), for the amount of the Purchase Price written below:

Purchase Price: \$ _____

This Offer, if accepted by Seller, will be a binding contract to purchase the Property "AS IS, WHERE IS", without any warranty as to its character or condition or its suitability for any particular use or purpose, and without any contingency regarding Buyer's ability to obtain any loan or permit or the results of any further inspection, investigation or evaluation, all in accordance with the terms and conditions of this Agreement.

SIGNATURE OF BUYER: On the _____ day of September, 2020, this Agreement is signed by the undersigned, constituting the "Buyer" for purposes of this Agreement:

(Printed Name(s) of Buyer(s) (For a business entity, write the full legal name, the type of entity and the state of incorporation / organization))

(By) _____
(Signatures)

(Printed name/s and office or capacity of individual/s signing on behalf of an LLC, corporation or other Buyer entity)

(Buyer's Address) (City, State, Zip)

(Buyer's Telephone Number) (Buyer's Email Address)

(Buyer's Lender, if any, and Lender Contact Info.)

ACCEPTANCE OF SELLER: Signed and accepted by Seller on the _____ day of _____, 2020:

CROSSWINDS, INC.
By its duly-authorized officer(s):

Sign: _____

Print: _____

Office/Capacity: _____

RECEIPT OF EARNEST MONEY: Auction Company acknowledges receipt of the Earnest Money to be held in escrow pursuant to the terms of the foregoing Agreement.

Amount Received: \$ _____

Date Received: ____ / ____ / 2020

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC.

By: _____

Print: _____

Property:

1196 South Crosswinds Lane, Marion, Indiana
(offered as 1 auction tract)

Auction Manager:

Al Pfister
1169 N. Main St., Suite 14
Bluffton, IN 46714
Tel: 260-760-8922

AUCTION EXHIBIT BINDER

Document:

Auction Exhibit:

Preliminary title search report prepared by Grant County Abstract Co. Inc.	A
Exempt Division of Land Plat of Survey with respect to 1.59± acres, consisting of six (6) pages recorded on 5/15/2020 as Doc. # 2020-003275, including "Restrictive Covenant for Exempt 1e Division of Land".....	B
Exempt Division of Land Plat of Survey with respect to 2.25± acres, consisting of five (5) pages recorded on 5/15/2020 as Doc. # 2020-003274	C
Plat of Crosswinds Subdivision (including Crosswinds Lane) recorded on 10/24/2018 as Doc. # 2018-007736, being the subdivision located immediately west of and adjoining the Property	D

GRANT COUNTY ABSTRACT CO., INC.
200 S. WASHINGTON ST., MARION, IN 46952
(765) 664-7371

Member of Indiana and American Land Title Associations

REPORT OF SEARCH
JUDGMENT LIEN SEARCH

Revised 8/28/20

Order No. AG 20-803

Prepared For: Al Schrader

Period of Search From: July 20, 2020 at 8:00 a.m.

To: August 24, 2020 at 8:00 a.m.

Names of Grantees in Last Deed of Record:

Crosswinds, Inc.

Legal Description:

See Exhibit "A"

Unreleased Mortgages of Record:

NONE

General Judgment Search: (Strictly limited to the names hereinafter written and not otherwise)

New Horizons Ministries Inc.
Crosswinds Inc.

Other Liens of Record against the Land: (during period of search)

NONE

REPORT OF SEARCH (PAGE TWO)

Taxes for 2019 due and payable in 2020 and the taxes for all subsequent years:

TRACT 1 (OUT OF)

a. N Pt NW Sec 15 50.653A NonTaxable ROW .337A Doc #2018-007258

Assessed in the name of: Crosswinds Inc

Taxing Unit: Center Township

Tax Key Number: 05-02-263

Map Key Number: 005-02011-50

Parcel Number: 27-07-15-200-001.000-001

Land: \$37,300.00 Improvements: \$637,300.00

Educational Exemption: \$674,600.00 Homestead Credit/Standard: \$0.00

Homestead Supplemental: \$0.00

May 10, 2020 installment: \$75.98 – paid

November 10, 2020 installment: \$75.98 – paid

TRACT 2 (OUT OF)

a. Pt N Pt NW Sec 15 25.979 A Non Taxable

Assessed in the name of: Crosswinds Inc

Taxing Unit: Center Township

Tax Key Number: 05-02-269

Map Key Number: 005-02012-40

Parcel Number: 27-07-15-200-012.000-001

Land: 18,900.00 Improvements: \$0.00

Educational Exemption: \$0.00 Homestead Credit/Standard: \$0.00

Homestead Supplemental: \$18,900.00

May 10, 2020 installment: \$38.97 – paid

November 10, 2020 installment: \$38.97 – paid

The new parcel numbers will be:

27-07-15-200-001.014-001

27-07-15-200-012.001-001

Taxes for the year 2020, due and payable in 2021, are now a lien.

Restrictions, covenants and other recorded documents:

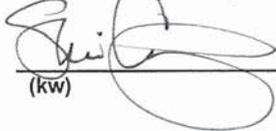
NONE

LIMITATION OF LIABILITY

1. Liability hereunder is limited to the part names under "PREPARED FOR" who shall sustain loss in reliance on information contained herein without actual knowledge of mistake, controversy or title defect. Liability shall in no case exceed the lesser of One Thousand Dollars (\$1,000.00) or actual loss.
2. This is a search only of certain public records from which the information shown above was obtained and with respect thereto no liability is assumed for (a) the identity of any party named or referred to herein; (b) the validity, legal effect or priority of any matter shown; (c) the inaccuracy of the aforementioned public records; and (d) the physical condition of the land described herein.

Dated: August 24, 2020 at 8:00 a.m.

Grant County Abstract Co., Inc.
200 S. Washington St., Marion, IN 46952



(kw)

Exhibit "A"

BEING A PART OF THE NORTHWEST QUARTER OF SECTION FIFTEEN (15), TOWNSHIP TWENTY-FOUR (24) NORTH, RANGE EIGHT (8) EAST IN CENTER TOWNSHIP, GRANT COUNTY, STATE OF INDIANA AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A MAG NAIL WITH A WASHER STAMPED "WIMMER LS 20200013" FOUND OVER A CORNERSTONE FOUND AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 00°-43'-10" EAST (ASSUMED BEARING-BASIS OF BEARINGS) ON THE EAST LINE OF SAID NORTHWEST QUARTER AND CENTERLINE OF COUNTY ROAD 350 EAST A DISTANCE OF NINE HUNDRED FIFTY-SIX AND FIVE HUNDREDTHS (956.05') FEET TO A MAG NAIL WITH A WASHER STAMPED "WIMMER LS 20200013" FOUND, SAID POINT BEING ALSO THE PLACE OF BEGINNING: THENCE CONTINUING SOUTH 00°-43'-10" EAST ON SAID EAST LINE AND CENTERLINE A DISTANCE OF SIX HUNDRED SIXTEEN AND FIFTY-NINE HUNDREDTHS (616.59') FEET TO A MAG NAIL FOUND; THENCE NORTH 62°-17'-28" WEST ON THE NORTHERLY LINE OF CROSSWINDS LANE AS PLATTED IN CROSSWINDS SUBDIVISION, THE PLAT OF WHICH IS RECORDED IN INSTRUMENT: 1 2018-007736 IN THE OFFICE OF THE RECORDER OF GRANT COUNTY, INDIANA A DISTANCE OF THREE HUNDRED FIFTY-TWO AND SIXTEEN HUNDREDTHS (352.16') FEET TO A CAPPED REBAR FOUND; THENCE NORTH 01°-26'-30" EAST ON THE EASTERLY LINE OF SAID CROSSWINDS LANE A DISTANCE OF FOUR HUNDRED NINETY-TWO AND FORTY-SIX HUNDREDTHS (492.46') FEET TO A CAPPED REBAR FOUND AT THE SOUTHWEST CORNER OF INSTRUMENT # 1-2018-007258 IN THE OFFICE OF THE RECORDER OF GRANT COUNTY, INDIANA; THENCE SOUTH 82°-17'-05" EAST ON THE SOUTH LINE OF SAID INSTRUMENT A DISTANCE OF TWO HUNDRED NINETY-FOUR AND THIRTY HUNDREDTHS (294.30') FEET, OR TO THE PLACE OF BEGINNING: CONTAINING THREE AND EIGHTY-FIVE HUNDREDTHS (3.85) ACRES, MORE OR LESS, AND BEING SUBJECT TO EXISTING HIGHWAY, DRAINAGE AND PUBLIC UTILITY EASEMENTS.

NOTE: There were two splits recorded 2020-3275 (1.59A) & 2020-3274 (3.57A) that surveyor combined for new legal description above. Documentation for new legal description would need to be recorded before this legal description can be insured



2020-003275

KATHY D. FOY, RECORDER
GRANT COUNTY, INDIANA
RECORDED AS PRESENTED
05/15/2020 03:28 PM
PAGES: 6
REC FEE: 25.00

THIS DOCUMENT IS PROVIDED FOR THE SOLE USE OF GRANT COUNTY, INDIANA

210149 N.

EXEMPT DIVISION OF LAND
PLAT OF SURVEY

Aerial map number 27-07-15-200-00

See attached document(s)



Tract 1

CERTIFICATE OF SURVEYOR

I hereby certify that I am a Professional Land Surveyor in the State of Indiana that this Plat correctly represents a survey made by me on this 13th day of APRIL, 20 20 in accordance with Title 865, Article 12 of the Indiana Administrative Code and that all encroachments are shown, that all monuments and markers actually exist and are accurately shown. I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number, unless required by law.

Donald Wimmer
Donald W. Wimmer, Professional Land Surveyor

OWNER'S ACKNOWLEDGMENT

By this plat and deed, the undersigned hereby creates a division of land, laid out and described as shown on this instrument, and do hereby dedicate road rights of way adjacent to roads.

In witness, whereof, the undersigned has hereunto set their hand and seal this 16th day of April, 20 20.

X *Todd Jacobs*
TITLEHOLDER OF RECORD

TITLEHOLDER OF RECORD

X Print *Todd m Jacobs*

Print

NOTARIZATION

Before me, the undersigned, a Notary Public in and for Grant County, Indiana, this 16 day of April, 20 20, personally appeared the aforementioned *Todd Jacobs* and *Tanya Karrick* and acknowledge the execution of this plat and deed of easement.

WITNESS, my hand and notarial seal *Tanya Karrick* My commission expires: 2/11/23
Notary Public

TANYA KARRICK-CARPENTER
NOTARY PUBLIC STATE OF INDIANA
ALLEN COUNTY

APPROVAL OF AN EXEMPT DIVISION OF LAND

Approved by the Area Plan Department of Grant County, Indiana, this 13th day of May, 20 20

EXECUTIVE DIRECTOR OF ZONING ADMINISTRATOR

Lawrence J. Strang

Print Name *Lawrence J. Strang*

RECORDATION

This document is required to be recorded in the Office of the Grant County Recorder in accordance with Indiana Code 36-7-4-710 and Area-wide Zoning Ordinance Title III.

This instrument prepared by: Donald W. Wimmer, P.L.S.

WIMMER LAND SURVEYS, INC.
P. O. BOX 547
MARION, IN 46952
(765) 661-0064
Email: dwinner@comteck.com
www.facebook.com/WimmerLandSurveysInc
www.wimmersurveys.com



Cl. Branch

PETITION TO AREA PLAN COMMISSION FOR EXEMPT DIVISION OF LAND 218149 N

The undersigned title holder(s) and petitioner(s) respectfully request the Area Plan Department review a division of real estate Classified as an Exempt I division:

- for type "A" divisions a metes and bounds legal description of the exempt division and the land from which it is being divided must be provided;
- (b) for type "B" divisions the original legal description and revised legal descriptions must be provided
- (c) for type "C" divisions a copy of the court decree showing by legal description how the land is to be divided must be provided;
- (d) for type "D" divisions a legal description and plot plan showing the parcel and the location of the street right of way must be provided.
- (e) for type "E" divisions a legal description and plot plan showing the tract to be divided and a plot plan of the tract(s) to be added must be provided; and,
- (f) for type "F" divisions a plat of the cemetery showing the layout of the private drives, parking areas, and size of burial lots must be provided.

Title Holder(s) _____
Address _____
Phone _____

Petitioner(s) _____
Address _____
Phone _____

Current Use of Real Estate: _____

Future Use of Real Estate: _____

The following documents shall be attached (check as attached):

- Deed for existing real estate
- Copies of any "private" utility or access easement binding on the real estate
- Closure Data Sheet/ Traverse Computations Data Sheet must be included with every Exempt form in order to be processed.
- Health department or correct Municipality approval

The owner(s) believes the above division should constitute an Exempt Division of real estate and therefore not be considered a minor or major subdivision under Grant County Area Wide Plan Zoning Ordinance.

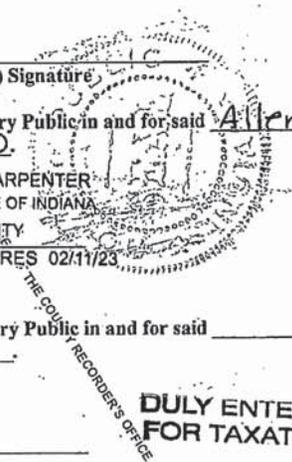
Title Holder Signature _____ Title Holder Signature _____
 Print: Todd m Jacobs Print: _____
 Subscribed and sworn to before me, the undersigned Todd Jacobs, a Notary Public in and for said Allen
 County, State of Indiana, this 16 day of April, 2020.

Witness, my hand and notarial seal Tanya Karrick
 Signature _____
 My Commission Expires 2/11/2023
 TANYA KARRICK-CARPENTER
 NOTARY PUBLIC STATE OF INDIANA
 ALLEN COUNTY
 MY COMMISSION EXPIRES 02/11/23

Print Name _____
 Subscribed and sworn to before me, the undersigned _____, a Notary Public in and for said _____
 County, State of _____, this _____ day of _____, 20____.

Witness, my hand and notarial seal _____
 Signature _____
 My Commission Expires _____

Print Name _____



DULY ENTERED FOR TAXATION
MAY 14 2020
James M. ...
AUDITOR GRANT CO.

Land Description of Exempt Parcel:

218149 N

BEING A PART OF THE NORTHWEST QUARTER OF SECTION FIFTEEN (15), TOWNSHIP TWENTY-FOUR (24) NORTH, RANGE EIGHT (8) EAST IN CENTER TOWNSHIP, GRANT COUNTY, STATE OF INDIANA AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A MAG NAIL WITH A WASHER STAMPED "WIMMER LS 20200013" FOUND OVER A CORNERSTONE FOUND AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 00°-43'-10" EAST (ASSUMED BEARING-BASIS OF BEARINGS) ON THE EAST LINE OF SAID NORTHWEST QUARTER AND CENTERLINE OF COUNTY ROAD 350 EAST A DISTANCE OF NINE HUNDRED FIFTY-SIX AND AND FIVE HUNDREDTHS (956.05') FEET TO A MAG NAIL WITH A WASHER STAMPED "WIMMER LS 20200013" FOUND, SAID POINT BEING ALSO THE PLACE OF BEGINNING: THENCE NORTH 82°-17'-05" WEST A DISTANCE OF TWO HUNDRED NINETY-FOUR AND THIRTY HUNDREDTHS (294.30') FEET TO A 3/4" x 24" CAPPED REBAR STAMPED "WIMMER LS 20200013" FOUND ON THE EAST LINE OF CROSSWINDS LANE AS RECORDED IN PLAT CABINET: C-221, PLAT MICRO: I 2018-007736 IN THE OFFICE OF THE RECORDER OF GRANT COUNTY, INDIANA; THENCE SOUTH 01°-26'-30" WEST ON THE EAST LINE OF SAID CROSSWINDS LANE A DISTANCE OF TWO HUNDRED SIXTY AND THIRTY-TWO HUNDREDTHS (260.32') FEET; THENCE NORTH 87°-30'-34" EAST A DISTANCE OF THREE HUNDRED ONE AND EIGHT HUNDREDTHS (301.08') FEET TO A MAG NAIL FOUND ON THE EAST LINE OF SAID NORTHWEST QUARTER AND CENTERLINE OF COUNTY ROAD 350 EAST; THENCE NORTH 02°43'-10" WEST ON SAID EAST LINE AND CENTERLINE A DISTANCE OF TWO HUNDRED SEVEN AND SIXTY-SIX HUNDREDTHS (207.66') FEET, OR TO THE PLACE OF BEGINNING: CONTAINING ONE AND FIFTY-NINE HUNDREDTHS (1.59) ACRES, MORE OR LESS, AND BEING SUBJECT TO EXISTING HIGHWAY, DRAINAGE AND PUBLIC UTILITY EASEMENTS.

ALSO, BEING SUBJECT TO A HIGHWAY RIGHT OF WAY OF THIRTY-FIVE (35') FEET IN WIDTH OFF THE ENTIRE EAST SIDE.



CERTIFICATE OF SURVEYOR

I hereby certify, that I am a Professional Land Surveyor in the State of Indiana, that this description and accompanying plat correctly represents a survey made by me on this 13th day of APRIL, 2020, that all encroachments are shown, that all monuments and markers actually exist and are accurately shown.

Donald W. Wimmer, Professional Land Surveyor

Original tract total acreage _____ total acreage of exempt parcel 1.59

FOR OFFICE USE ONLY: Filing fee \$ 20.00 Receipt # 45330 Date 4/27/2020 RECEIVED BY S. Harrison

Administrator's Determination of Compliance

I hereby determine, based upon the above application and attached documentation, that the proposed division constitutes an Exempt Division of land and is hereby released by the Grant County Area Plan Office.

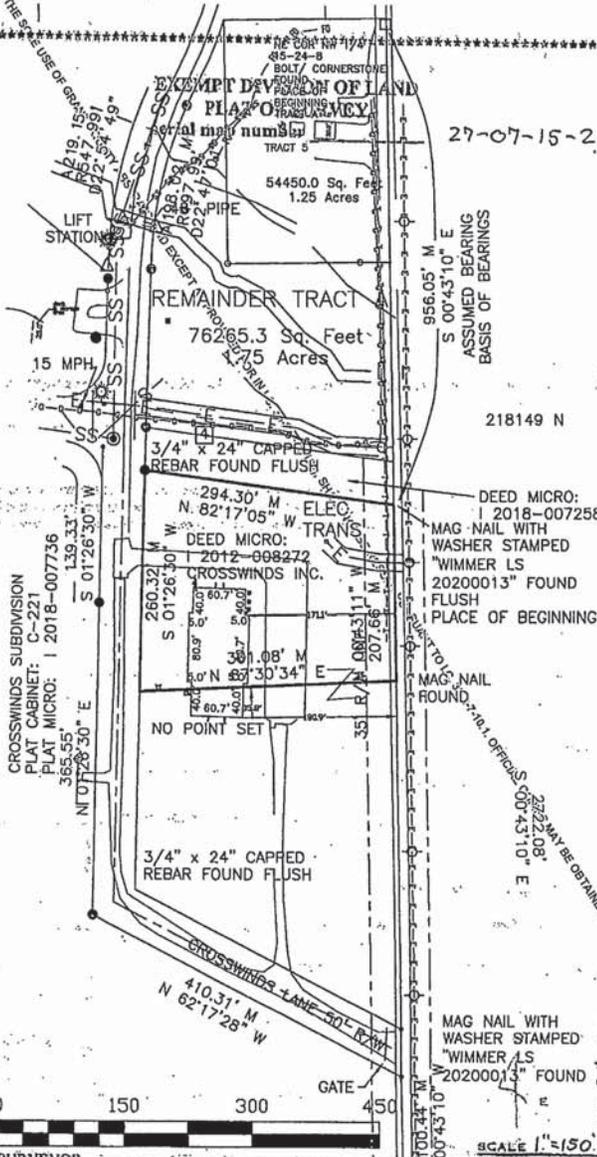
Lawrence J. Strange, AICP, CCM Administrator's or Director's Signature Date May 13th, 2020 Printed Name

THIS DOCUMENT IS PROVIDED FOR THE RE-USE OF GRANTEE

210149 N

Page 1 of 2

27-07-15-200-001.000-001



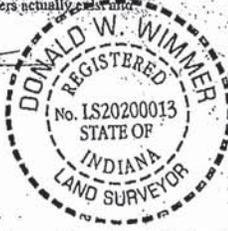
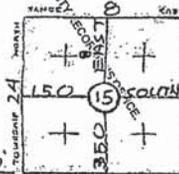
CERTIFICATE OF SURVEYOR
 I hereby certify that I am a Registered Land Surveyor in the State of Indiana, that this Plat correctly represents a survey made by me on this 13th day of APRIL, 2020, that all encroachments are shown, that all monuments and markers actually exist and are accurately shown.

Donald W. Wimmer
 Donald W. Wimmer

DULY ENTERED
 FOR TAXATION

MAY 14 2020

Grant Co. Auditor
 AUDITOR GRANT CO.



218149 N

Restrictive Covenant for Exempt 1e Division of Land

The Grantors hereby certify that this real estate is subject to the zoning jurisdiction of the Grant County Area Plan Commission. The Grantors further acknowledge that the Grant County Area Plan Commission has required that a covenant be imposed upon this real estate preventing the Grantors, or their successors in interest, from conveying any part of this real estate by separate conveyance, without the approval of the Grant County Area Plan Commission, (or its successor). In order to satisfy the requirements of the Grant County Area Plan Commission, the Grantors hereby impose the following covenant on the real estate described herein, which covenant is appurtenant to and shall run with the land and shall be binding upon the Grantors, their heirs, assigns or successors in interest. Accordingly, the Grantors hereby impose the following covenant on the real estate described herein:

"No owner of this real estate may convey any part thereof by separate conveyance, without the approval of the Grant County Area Plan Commission, (or its successor), however, the entire tract may be conveyed as one tract."

In witness whereof, the undersigned has hereunto set their hand and seal this 16 day of April, 2020

X [Signature]
TITLEHOLDER OF RECORD

PETITIONER

X Todd m Jacobs
Print

Print

NOTARIZATION

Before me, the undersigned, a Notary Public in and for Grant County, Indiana, this 16 day of April, 2020, personally appeared the aforementioned Todd Jacobs and _____ and acknowledge the execution of this plat and deed of easement.

WITNESS, my hand and notarial seal [Signature]
Notary Public

My commission expires 02/11/23
NOTARY PUBLIC STATE OF INDIANA
ALLEN COUNTY

APPROVAL OF AN EXEMPT 1e DIVISION OF LAND

Approved by the Area Plan Department of Grant County, Indiana, this 13th day of May, 2020

EXECUTIVE DIRECTOR OF ZONING ADMINISTRATOR

Lawrence J. Strange, AICP, CFM
Print Name LH

WIMMER LAND SURVEYS
 P.O. BOX 547
 MARION, IN 46952
 (765) 661-0064
 (765) 384-7429
 E-mail: dwwimmer@comteck.com
donaldwimmer@gmail.com
www.wimmersurveys.com
www.facebook.com/WimmerLandSurveysinc

PLAT OF ORIGINAL SURVEY
 FOR: CROSSWINDS, INC
 ADDRESS: 1002 SOUTH 3560 EAST
MARION, IN 46953
 OWNER'S: Crosswinds, Inc.

PROJECT # 218149 M-N
 SHEET 7 OF 7

SURVEYOR'S REPORT

IN ACCORDANCE WITH TITLE 865, ARTICLE 12 OF THE INDIANA ADMINISTRATIVE CODE, THE FOLLOWING OBSERVATIONS AND OPINIONS ARE SUBMITTED REGARDING VARIOUS UNCERTAINTIES IN THE LOCATION OF THE LINES AND CORNERS ESTABLISHED ON THIS SURVEY AS A RESULT OF:

- A. AVAILABILITY AND CONDITION OF REFERENCED MONUMENTS:
- B. OCCUPATION OR POSSESSION LINES:
- C. CLARITY AND/OR AMBIGUITY OF REFERENCED DEEDS AND PLATS:
- D. ESTABLISHMENT OF LINES AND CORNERS:
- E. POSITIONAL UNCERTAINTY:

THERE MAY BE UNWRITTEN RIGHTS ASSOCIATED WITH THESE UNCERTAINTIES. THE WITHIN SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH, AND IS THEREFORE SUBJECT TO ANY STATEMENT OF FACTS REVEALED BY THE EXAMINATION OF A TITLE SEARCH.

THE PURPOSE OF THIS SURVEY IS TO RETRACE THE BOUNDARY OF THE REMAINING AREA OF THE TRACT BELONGING TO CROSSWINDS, INC. FIELDWORK WAS COMPLETED ON MARCH 20, 2020.

AVAILABILITY AND CONDITION OF REFERENCED MONUMENTS:

A MAG NAIL WAS FOUND OVER A CORNERSTONE FOUND AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 15. A CORNERSTONE WAS FOUND AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER. A MAG NAIL WAS FOUND AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (OVER AN 1-1/4" IRON PIPE FOUND). A MAG NAIL STAMPED "WIMMER LS 20200013" WAS FOUND AT THE SOUTHEAST CORNER OF CROSSWINDS SUBDIVISION AND AT THE NORTHEAST AND SOUTHEAST CORNERS OF THE PREVIOUS SPLIT OUT OF THE PARENT TRACT. 3/4" X 24" CAPPED REBAR WERE FOUND AT THE CORNERS OF CROSSWINDS SUBDIVISION.

OCCUPATION OR POSSESSION LINES:

OCCUPATION AND POSSESSION ARE TO THE DESCRIBED LINES. THERE ARE NO ENCROACHMENTS.

CLARITY AND/OR AMBIGUITY OF REFERENCED DEEDS AND PLATS:

ADJOINING DEEDS WERE OBTAINED FROM THE OFFICE OF THE RECORDER OF GRANT COUNTY, INDIANA AND MATHEMATICALLY RETRACED IN AN EFFORT TO DISCLOSE ANY GAPS OR OVERLAPS. THERE ARE NO GAPS OR OVERLAPS.

ESTABLISHMENT OF LINES AND CORNERS:

3/4" X 24" CAPPED REBAR STAMPED "WIMMER LS 20200013" WERE FOUND ALONG THE EAST AND NORTH LINES OF CROSSWINDS LANE. MAG NAILS WITH WASHERS STAMPED "WIMMER LS 20200013" WERE FOUND AT THE NORTHEAST AND SOUTHEAST CORNERS PER PREVIOUS WIMMER SURVEYS AND CHECKED GOOD WITH PLAT AND PREVIOUS SURVEY DIMENSIONS.

POSITIONAL UNCERTAINTY:

THE POSITIONAL UNCERTAINTY OF THIS TRACT FALLS WITH IN THE SPECIFICATIONS OF AN SUBURBAN CLASS SURVEY (+/- 0.13' +/- 100 PPM) AS DEFINED IN IAC 865 PART OF THE WORK WAS DONE BY A TRIMBLE 5602 ROBOTIC TOTAL STATION ADJUSTING FOR TEMPERATURE AND BAROMETRIC PRESSURE AND GETTING MULTIPLE DIRECT AND REVERSE SHOTS ON MONUMENTS FOUND. THE INSTRUMENT AND ROD HEIGHTS WERE MEASURED AT EACH SET UP TO ASSURE ACCURACY. THE REMAINING SHOTS WERE COMPLETED WITH A TOPCON HIPER V GLOBAL POSITIONING UNIT. HOLES FOR ALL POINTS FOUND IN THE ROADWAYS WERE PATCHED AND APPROPRIATELY SIZED MAG NAILS WERE SET AT THE SURFACE ABOVE POINTS FOUND.

FLOOD STATEMENT:

THE ABOVE DESCRIBED REAL ESTATE DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA PER THE FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER: 18053C0161E, EFFECTIVE DATE: DECEMBER 9, 2014.

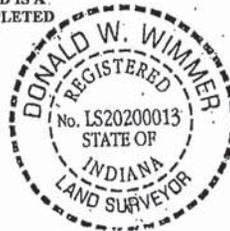
SEAL ©

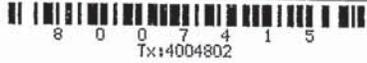
I HEREBY CERTIFY, THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE ABOVE SURVEY WAS COMPLETED IN ACCORDANCE WITH TITLE 865, ARTICLE 12 AND IS A CORRECT SKETCH AND/OR REAL ESTATE DESCRIPTION(S) OF LAND SURVEYS COMPLETED UNDER MY SUPERVISION THIS 13TH DAY OF APRIL, 20 20.

Donald W. Wimmer
 Donald W. Wimmer, P.L.S.

DRAWING: DWIMMER
 DESCRIPTION(S) DWW
 DATE: April 13, 2020
 FIELDWORK: DWW/CDW

AREA FILE: NW 1/4 15-24-8
 CENTER TOWNSHIP,
 GRANT COUNTY
 INDIANA





2020-003274

KATHY D. FOY, RECORDER
GRANT COUNTY, INDIANA
RECORDED AS PRESENTED
05/15/2020 03:28 PM
PAGES: 5
REC FEE: 25.00

21014917

EXEMPT DIVISION OF LAND
PLAT OF SURVEY

Aerial map number 27-07-15-200-012

See attached document(s)



Tract 2

CERTIFICATE OF SURVEYOR

I hereby certify that I am a Professional Land Surveyor in the State of Indiana that this Plat correctly represents a survey made by me on this 13th day of APRIL, 2020 in accordance with Title 865, Article 12 of the Indiana Administrative Code and that all encroachments are shown, that all monuments and markers actually exist and are accurately shown. I am under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number, unless required by law.

Donald W. Wimmer
Donald W. Wimmer, Professional Land Surveyor

OWNER'S ACKNOWLEDGMENT

By this plat and deed, the undersigned hereby creates a division of land, laid out and described as shown on this instrument, and do hereby dedicate road rights of way adjacent to roads.

In witness, whereof, the undersigned has hereunto set their hand and seal this 16th day of April, 2020.

X *Todd Jacobs*
TITLEHOLDER OF RECORD
X *Todd W Jacobs*
Print

TITLEHOLDER OF RECORD

Print

NOTARIZATION

Before me, the undersigned, a Notary Public in and for Grant County, Indiana, this 16th day of April, 2020, personally appeared the aforementioned *Todd Jacobs* and *Yanna Karrick* and acknowledge the execution of this plat and deed of easement.

WITNESS, my hand and notarial seal: *Yanna Karrick*
Notary Public
NOTARY PUBLIC STATE OF INDIANA
ALLEN COUNTY
MY COMMISSION EXPIRES 02/11/23

APPROVAL OF AN EXEMPT DIVISION OF LAND

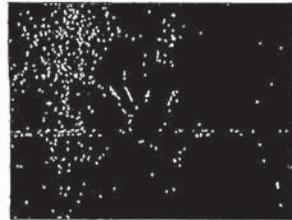
Approved by the Area Plan Department of Grant County, Indiana, this 13th day of May, 2020

EXECUTIVE DIRECTOR or ZONING ADMINISTRATOR
Lawrence J. Strayer, MPA, CPM
Print Name *LS*

RECORDATION

This document is required to be recorded in the Office of the Grant County Recorder in accordance with Indiana Code 36-7-4-710 and Areawide Zoning Ordinance Title III.
This instrument prepared by: Donald W. Wimmer, P.L.S.

WIMMER LAND SURVEYS, INC.
P. O. BOX 547
MARION, IN 46952
(765) 661-0064
-Email: dwimmer@comteck.com
www.facebook.com/WimmerLandSurveysInc
www.wimmersurveys.com



5 Brewer

PETITION TO AREA PLAN COMMISSION FOR EXEMPT DIVISION OF LAND 218149 14

The undersigned title holder(s) and petitioner(s) respectfully request the Area Plan Department review a division of real estate Classified as an Exempt I division:

- (a) for type "A" divisions a metes and bounds legal description of the exempt division and the land from which it is being divided must be provided;
- (b) for type "B" divisions the original legal description and revised legal descriptions must be provided
- (c) for type "C" divisions a copy of the court decree showing by legal description how the land is to be divided must be provided;
- (d) for type "D" divisions a legal description and plot plan showing the parcel and the location of the street right of way must be provided.
- (e) for type "E" divisions a legal description and plot plan showing the tract to be divided and a plot plan of the tract(s) to be added must be provided; and,
- (f) for type "F" divisions a plat of the cemetery showing the layout of the private drives, parking areas, and size of burial lots must be provided.

Title Holder(s) _____
Address _____
Phone _____

Petitioner(s) _____
Address _____
Phone _____

Current Use of Real Estate _____
Future Use of Real Estate _____

The following documents shall be attached (check as attached):

- Deed for existing real estate
- Copies of any "private" utility or access easement binding on the real estate
- Closure Data Sheet/ Traverse Computations Data Sheet must be included with every Exempt form in order to be processed.
- Health department or correct Municipality approval

The owner(s) believes the above division should constitute an Exempt Division of real estate and therefore not be considered a minor or major subdivision under Grant County Area Wide Plan Zoning Ordinance.

X Todd Jacobs Title Holder Signature
X Todd Jacobs Print: Title Holder Signature
_____ Petitioner(s) Signature
Print: _____
Subscribed and sworn to before me, the undersigned Todd Jacobs a Notary Public in and for said Allen
County, State of Indiana, this 16 day of April, 2020.

Witness, my hand and notarial seal Tanya Karrick
Signature _____ TANYA KARRICK-CARPENTER
NOTARY PUBLIC STATE OF INDIANA
My Commission Expires 02/11/2023 ALLEN COUNTY
MY COMMISSION EXPIRES 02/11/23

Print Name _____
Subscribed and sworn to before me, the undersigned _____, a Notary Public in and for said _____
County, State of _____, this _____ day of _____, 20____.

Witness, my hand and notarial seal _____
Signature _____
My Commission Expires _____

Print Name _____

DULY ENTERED FOR TAXATION

MAY 14 2020

James E. Malt
AUDITOR GRANT CO.

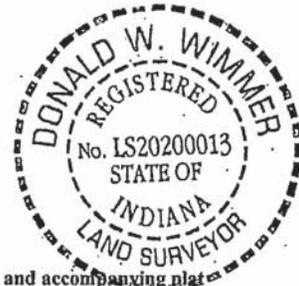
Land Description of Exempt Parcel:

218149 M

BEING A PART OF THE NORTHWEST QUARTER OF SECTION FIFTEEN (15), TOWNSHIP TWENTY-FOUR (24) NORTH, RANGE EIGHT (8) EAST IN CENTER TOWNSHIP, GRANT COUNTY, STATE OF INDIANA AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A MAG NAIL WITH A WASHER STAMPED "WIMMER LS 20200013" FOUND OVER A CORNERSTONE FOUND AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 00°-43'-10" EAST (ASSUMED BEARING-BASIS OF BEARINGS) ON THE EAST LINE OF SAID NORTHWEST QUARTER AND CENTERLINE OF COUNTY ROAD 350 EAST A DISTANCE OF ONE THOUSAND ONE HUNDRED SIXTY-THREE AND SEVENTY-ONE HUNDREDTHS (1163.71') FEET TO A MAG NAIL WITH A WASHER STAMPED "WIMMER LS 20200013" FOUND, SAID POINT BEING ALSO THE PLACE OF BEGINNING: THENCE CONTINUING SOUTH 00°-43'-10" EAST ON SAID EAST LINE AND CENTERLINE A DISTANCE OF FOUR HUNDRED EIGHT AND NINETY-THREE HUNDREDTHS (408.93') FEET TO A MAG NAIL FOUND; THENCE NORTH 62°-17'-28" WEST ON THE NORTHERLY LINE OF CROSSWINDS LANE AS PLATTED IN CROSSWINDS SUBDIVISION, THE PLAT OF WHICH IS RECORDED IN INSTRUMENT: I 2018-007736 IN THE OFFICE OF THE RECORDER OF GRANT COUNTY, INDIANA A DISTANCE OF THREE HUNDRED FIFTY-TWO AND SIXTEEN HUNDREDTHS (352.16') FEET TO A 1/2" x 24" CAPPED REBAR STAMPED "WIMMER LS 20200013" FOUND; THENCE NORTH 01°-26'-30" EAST ON THE EASTERLY LINE OF SAID CROSSWINDS LANE A DISTANCE OF TWO HUNDRED THIRTY-TWO AND FOURTEEN HUNDREDTHS (232.14') FEET TO A CAPPED REBAR FOUND; THENCE NORTH 87°-30'-34" EAST A DISTANCE OF THREE HUNDRED ONE AND EIGHT HUNDREDTHS (301.08') FEET, OR TO THE PLACE OF BEGINNING: CONTAINING TWO AND TWENTY-FIVE HUNDREDTHS (2.25) ACRES, MORE OR LESS, AND BEING SUBJECT TO EXISTING HIGHWAY, DRAINAGE AND PUBLIC UTILITY EASEMENTS.

ALSO, BEING SUBJECT TO A HIGHWAY RIGHT OF WAY OF THIRTY-FIVE (35') FEET IN WIDTH OFF THE ENTIRE EAST SIDE.



CERTIFICATE OF SURVEYOR

I hereby certify, that I am a Professional Land Surveyor in the State of Indiana, that this description and accompanying plat correctly represents a survey made by me on this 13th day of APRIL, 2020, that all encroachments are shown, that all monuments and markers actually exist and are accurately shown.

Donald W. Wimmer, Professional Land Surveyor

Original tract total acreage _____

total acreage of exempt parcel: 2.25

FOR OFFICE USE ONLY

Filing fee \$ 20.00 Receipt # 45330

Date 4/27/2020

RECEIVED BY B. Harrison

Administrator's Determination of Compliance

I hereby determine, based upon the above application and attached documentation, that the proposed division constitutes an Exempt I division of land and is hereby released by the Grant County Area Plan Office.

Administrator's or Director's Signature

Date

Lawrence J. Strange, AICP, CPM
Printed Name BH

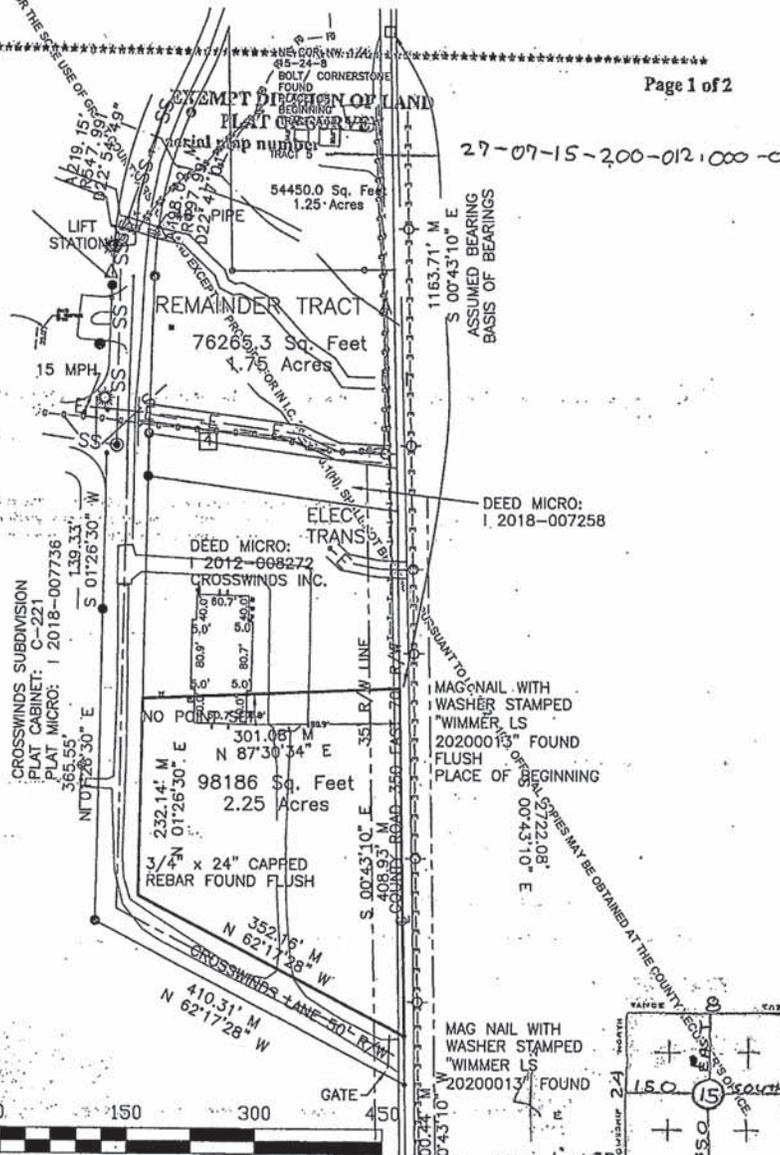
May 13th, 2020

THIS DOCUMENT IS PROVIDED FOR THE SOLE USE OF THE GRANTEE

218149M

Page 1 of 2

27-07-15-200-012,000-001



CERTIFICATE OF SURVEYOR
 I hereby certify that I am a Registered Land Surveyor in the State of Indiana, that this Plat correctly represents a survey made by me on this 13th day of APRIL 20 20, that all encroachments are shown, that all monuments and markers actually exist and accurately shown.



DULY ENTERED FOR TAXATION
 MAY 14 2020

JAMES M. M...
 AUDITOR GRANT CO.

Donald W. Wimmer
 Donald W. Wimmer



WIMMER LAND SURVEYS
 P.O. BOX 547
 MARION, IN 46952
 (765) 661-0064
 (765) 384-7429
 E-mail: dwimmer@comteck.com
donald@wimmer@gmail.com
www.wimmersurveys.com
www.facebook.com/WimmerLandSurveysinc

PLAT OF ORIGINAL SURVEY

FOR: CROSSWINDS, INC
 ADDRESS: 1002 SOUTH 3560 EAST
MARION, IN 46953
 OWNER'S: Crosswinds, Inc.

PROJECT # 218149 M-N
 SHEET 7 OF 7

SURVEYOR'S REPORT

IN ACCORDANCE WITH TITLE 865, ARTICLE 12 OF THE INDIANA ADMINISTRATIVE CODE, THE FOLLOWING OBSERVATIONS AND OPINIONS ARE SUBMITTED REGARDING VARIOUS UNCERTAINTIES IN THE LOCATION OF THE LINES AND CORNERS ESTABLISHED ON THIS SURVEY AS A RESULT OF:

- A. AVAILABILITY AND CONDITION OF REFERENCED MONUMENTS:
- B. OCCUPATION OR POSSESSION LINES:
- C. CLARITY AND/OR AMBIGUITY OF REFERENCED DEEDS AND PLATS:
- D. ESTABLISHMENT OF LINES AND CORNERS:
- E. POSITIONAL UNCERTAINTY

THERE MAY BE UNWRITTEN RIGHTS ASSOCIATED WITH THESE UNCERTAINTIES. THE WITHIN SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH AND IS THEREFORE SUBJECT TO ANY STATEMENT OF FACTS REVEALED BY THE EXAMINATION OF A TITLE SEARCH.

THE PURPOSE OF THIS SURVEY IS TO RETRACE THE BOUNDARY OF THE REMAINING AREA OF THE TRACT BELONGING TO CROSSWINDS, INC. FIELDWORK WAS COMPLETED ON MARCH 20, 2020.

AVAILABILITY AND CONDITION OF REFERENCED MONUMENTS:

A MAG NAIL WAS FOUND OVER A CORNERSTONE FOUND AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 15, A CORNERSTONE WAS FOUND AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER, A MAG NAIL WAS FOUND AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (OVER AN 1-1/4" IRON PIPE FOUND). A MAG NAIL STAMPED "WIMMER LS 20200013" WAS FOUND AT THE SOUTHEAST CORNER OF CROSSWINDS SUBDIVISION AND AT THE NORTHEAST AND SOUTHEAST CORNERS OF THE PREVIOUS SPLIT OUT OF THE PARENT TRACT. 3/4" X 24" CAPPED REBAR WERE FOUND AT THE CORNERS OF CROSSWINDS SUBDIVISION.

OCCUPATION OR POSSESSION LINES:

OCCUPATION AND POSSESSION ARE TO THE DESCRIBED LINES. THERE ARE NO ENCROACHMENTS.

CLARITY AND/OR AMBIGUITY OF REFERENCED DEEDS AND PLATS:

ADJOINING DEEDS WERE OBTAINED FROM THE OFFICE OF THE RECORDER OF GRANT COUNTY, INDIANA AND MATHEMATICALLY RETRACED IN AN EFFORT TO DISCLOSE ANY GAPS OR OVERLAPS. THERE ARE NO GAPS OR OVERLAPS.

ESTABLISHMENT OF LINES AND CORNERS:

3/4" x 24" CAPPED REBAR STAMPED "WIMMER LS 20200013" WERE FOUND ALONG THE EAST AND NORTH LINES OF CROSSWINDS LANE. MAG NAILS WITH WASHERS STAMPED "WIMMER LS 20200013" WERE FOUND AT THE NORTHEAST AND SOUTHEAST CORNERS PER PREVIOUS WIMMER SURVEYS AND CHECKED GOOD WITH PLAT AND PREVIOUS SURVEY DIMENSIONS.

POSITIONAL UNCERTAINTY:

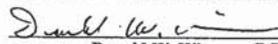
THE POSITIONAL UNCERTAINTY OF THIS TRACT FALLS WITH IN THE SPECIFICATIONS OF AN SUBURBAN CLASS SURVEY (+/- 0.13' +/- 100 PPM) AS DEFINED IN IAC 865 PART OF THE WORK WAS DONE BY A TRIMBLE 5602 ROBOTIC TOTAL STATION ADJUSTING FOR TEMPERATURE AND BAROMETRIC PRESSURE AND GETTING MULTIPLE DIRECT AND REVERSE SHOTS ON MONUMENTS FOUND. THE INSTRUMENT AND ROD HEIGHT'S WERE MEASURED AT EACH SETUP TO ASSURE ACCURACY. THE REMAINING SHOTS WERE COMPLETED WITH A TOPCON HIPER V GLOBAL POSITIONING UNIT. HOLES FOR ALL POINTS FOUND IN THE ROADWAYS WERE PATCHED AND APPROPRIATELY SIZED MAG NAILS WERE SET AT THE SURFACE ABOVE POINTS FOUND.

FLOOD STATEMENT:

THE ABOVE DESCRIBED REAL ESTATE DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA PER THE FLOOD INSURANCE RATE MAP COMMUNITY-PANEL, NUMBER: 18053C0161E, EFFECTIVE DATE: DECEMBER 9, 2014.

SEAL ©

I HEREBY CERTIFY, THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE ABOVE SURVEY WAS COMPLETED IN ACCORDANCE WITH TITLE 865, ARTICLE 12 AND IS A CORRECT SKETCH AND/OR REAL ESTATE DESCRIPTION(S) OF LAND SURVEYS COMPLETED UNDER MY SUPERVISION THIS 13TH DAY OF APRIL, 2020.


 Donald W. Wimmer, P.L.S.

DRAWING: DWIMMER
 DESCRIPTION(S) DWW
 DATE: April 13, 2020
 FIELDWORK: DWW/CDW

AREA FILE: NW 1/4 15-24-8
 CENTER TOWNSHIP
 GRANT COUNTY
 INDIANA



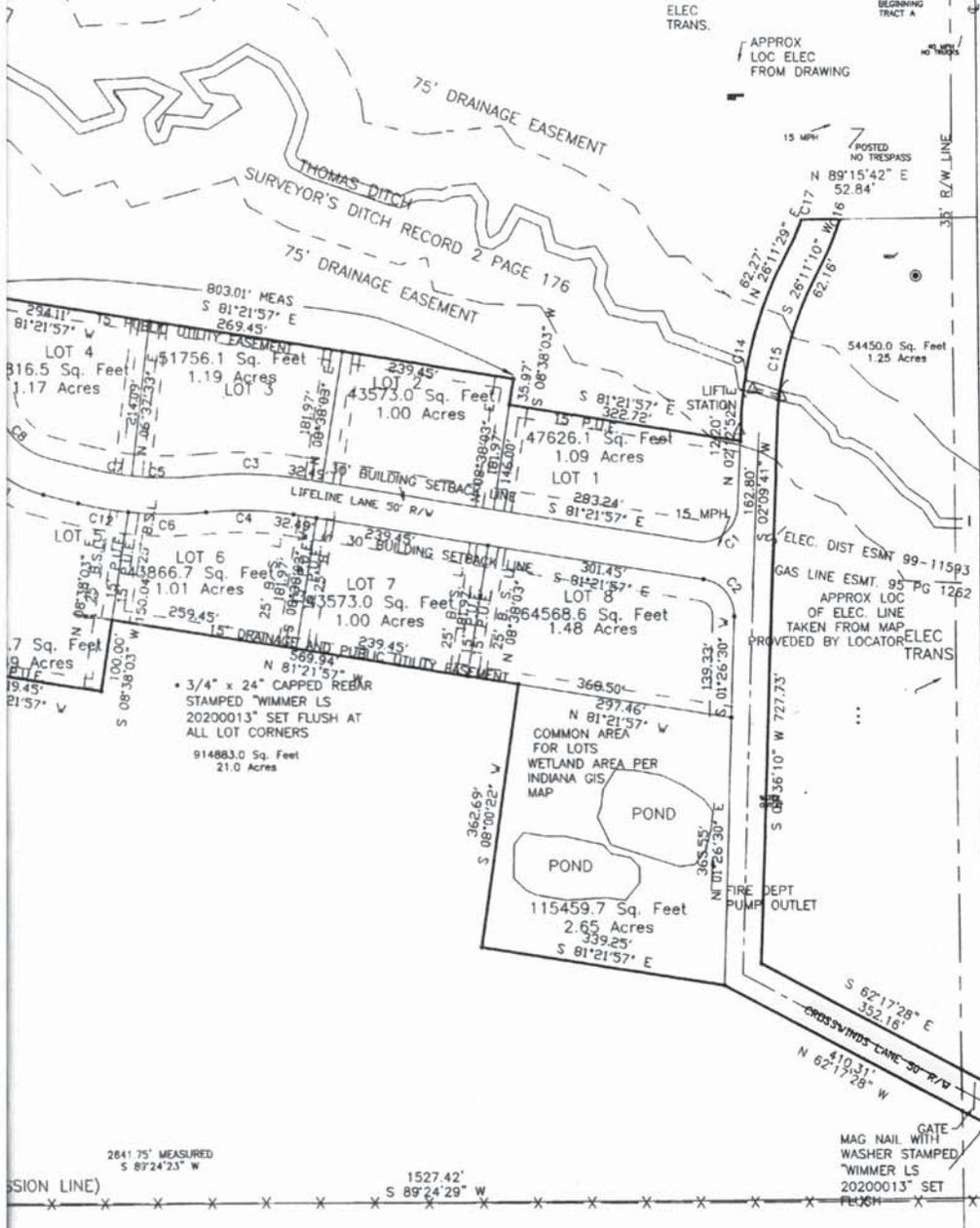
NDS SUBDIVISION

660953.7 Sq. Feet
15.17 Acres

CROSSWINDS, INC.
DEED MICRO:
1 2012-008272
1002 SOUTH 350 EAST
MARION, IN 46953

JEREMY S AND CORRINE LORD
DEED MICRO:
1 2015-003862
3344 EAST MONROE PIKE
MARION, IN 46953

Doc ID: 00287640002 Type: RES
Recorded: 10/24/2018 at 10:41:00 AM
Fee Amt: \$80.00 Page 1 of 2
Grant County Recorder
Pamela K. Haritz County Recorder
FILE# 2018-007736



DEED MICRO:
97 PAGE 503
JOHN E. MORIARITY
SOUTH 350 EAST

MICHAEL J. REED
1141 SOUTH 350 EAST
MARION, IN 46953



I hereby certify that the above survey was completed in accordance with Title 865, Article 12 of the Indiana Administrative Code and is a correct sketch and/or real estate descriptions completed under my supervision this 13th day of May, 2018.

Donald W. Wimmer,
Professional Land Surveyor,
Notary Public

MAG NAIL WITH WASHER STAMPED "WIMMER LS 2020013" SET PLACE OF BEGINNING

DEED MICRO:
97 PAGE 503
JOHN E. MORIARITY
SOUTH 350 EAST

Wimmer Land Surveys, Inc.
P. O. Box 547
Marion, IN 46952
(765) 661-0064
(765) 384-7429
Email: dwimmer@comtek.com
donald.wimmer@gmail.com
www.wimmersurveys.com
www.facebook.com/WimmerLandSurveysInc.

PLAT OF		
DRAWN	DATE	Original Survey
DWW	05/10/2018	Crosswinds Inc.
APPROVED	DATE	south 350 east Marion, IN 46953
SCALE	SHEET	PROJECT NO.
1"=100.00'	1 of 2	218149

DEED MICRO:
90 PAGE 504
JOHN E. MORIARITY
2613600.0 Sq. Feet
60.00 Acres

CROSSWINDS

660

DEED MICRO:
I 2011-008043
GERTIE HARMON REV TRUST
3077 EAST MONROE PIKE
MARION, IN 46953

JEREMY S A
DEED MICRO
I 2015-003
3344 EAST
MARION, IN

SW COR SW 1/4
10-24-8
CORNERSTONE FOUND

NW COR NW 1/4
15-24-8
CORNERSTONE FOUND

1989.15' MEASURED
N 87°30'34" E

DULY ENTERED
FOR TAXATION
OCT 24 2018

K&S Realty
AUSTIN GRANT CO.

HAS BEEN VIEWED
BY AUDITORS OFFICE

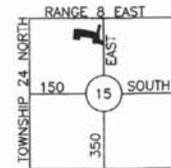
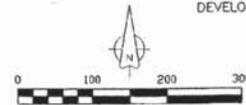
FUTURE
DEVELOPMENT

gravel drive

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	84.16'	50.00'	96°26'34"	S 50°24'46" W	74.57'
C2	72.26'	50.00'	82°48'27"	N 39°57'43" W	66.14'
C3	134.38'	525.00'	14°39'58"	S 88°41'56" E	134.02'
C4	121.59'	475.00'	14°39'58"	N 88°41'56" W	121.25'
C5	97.85'	475.00'	11°48'11"	S 89°52'10" W	97.68'
C6	108.15'	525.00'	11°48'11"	S 89°52'10" W	107.96'
C7	64.58'	475.00'	7°47'25"	S 80°20'02" E	64.53'
C8	110.80'	108.54'	58°29'31"	S 46°11'09" E	106.05'
C9	97.24'	50.00'	111°25'41"	S 60°14'03" E	82.62'
C10	30.90'	50.00'	35°24'32"	S 83°11'42" E	30.41'
C11	109.86'	158.54'	39°42'11"	N 55°53'52" W	107.67'
C12	71.38'	25.00'	7°47'25"	N 80°20'02" W	71.33'
C13	18.54'	25.00'	42°42'33"	S 61°43'11" E	18.21'
C14	217.91'	547.99'	22°47'01"	S 12°26'42" W	216.47'
C15	198.02'	497.99'	22°47'01"	N 12°26'42" E	196.72'
C16	49.33'	496.42'	03°22'39"	S 20°08'28" W	49.31'
C17	26.32'	446.48'	05°41'38"	N 21°04'58" E	52.84'

A113.05'
R50.00'
D129°32'32"

FUTURE
DEVELOPMENT



DEED MICRO:
68 PAGE 2375
MISSISSINEWA DEVELOPMENT COMPANY
SURVEY: J. C. HORNER 1973

EASEMENT
MISCELLANEOUS MICRO:
93 PAGE 1106

APPROX LOCATION
FORCE MAIN
FROM MARION UTILITY MAP

288.56'
N 71°05'14" W
EXISTING FENCE LINE (POSSESSION LINE)

EASEMENT
MISCELLANEOUS MICRO:
93 PAGE 1082

CROSSWINDS SUBDIVISION

Doc ID: 002879460000 Type: PLS
 Recorded: 10/24/2018 at 10:41:09 AM
 Fee Amt: \$20.00 Page 1 of 2
 Grant County Recorder
 Pamela K. Harris County Recorder
 File # 2018-007736

If said real estate shown
 real estate in
 as Crosswinds
 etofore dedicated, are
 hereby established as
 e shall be erected or
 t in width as shown on
 ind wires, subject at all
 inent or other structures
 lots in this subdivision
 id marked drainage
 The only allowable

WITNESS MY HAND AND SEAL THIS 18 DAY OF 2018

STATE OF INDIANA)
)
 COUNTY OF GRANT)

OWNER'S SIGNATURE:

 Mark Terrell CEO, Crosswinds, Inc.

ACKNOWLEDGEMENT CERTIFICATE:
 Before me the undersigned Notary Public, in and for the County and State, personally appeared
Mark Terrell of Crosswinds, Inc., and severally acknowledged the execution of the foregoing
 statement as their voluntary act and deed for the purposes therein expressed.

Signature of Notary Jana Kinick-Carpenter My Commission Expires: 2/11/2023

CERTIFICATE OF PLANNING COMMISSION:
 Under Authority provided by Chapter 138- Acts of 1957, enacted by the General Assembly of the State
 of Indiana and all acts amendatory thereto and an Ordinance adopted by the Board of County
 Commissioners of the County of Grant, Indiana, this plat was given approval as follows:

Approved by the Area Plan Commission of Grant County at a meeting held ___ Day of
 20__

President: John Bohannan Director: Larry Strange
John Bohannan
 Robert Bohannan

COUNTY HIGHWAY APPROVAL:
 Presented to and approved as a subdivision to the county of Grant, Indiana. The dedications contained
 in the foregoing deed and plat accompanying the same are hereby accepted and approved this ___ Day
 of 20__

David White Superintendent
 David White, Highway Superintendent

DRAINAGE BOARD CERTIFICATION:
 Approved by the Drainage Board of Grant County on the meeting held on the ___ Day of
 20__

Mark Bardsley Mary Wexner
 Mark Bardsley, Chairman Mary Wexner, Secretary

UNCERTAINTIES IN THE LOCATION OF THE LINES AND CORNERS ESTABLISHED ON

SUBJECT TO ANY STATEMENT OF FACTS WHICH WOULD BE REVEALED BY THE

NER OF SECTION 10) (NORTHEAST CORNER OF THE NORTHWEST QUARTER OF
 ILROAD SPIKES FOUND ON THE CENTERLINE OF MONROE PIKE, 350 EAST
 OF TRACT B, CAPPED REBAR STAMPED "MANSHIP" WERE FOUND ALONG THE
 A CORNERSTONE WAS FOUND AT THE SOUTHWEST CORNER OF THE
 WEST ADJOINER, A MAG NAIL WAS SET OVER A 1- 1/4" IRON PIPE (J. C.

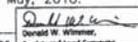
Y GAPS OR OVERLAPS. THERE ARE NO GAPS OR OVERLAPS. THE
 EM WITH A STARTING CALL AND/OR EAST-WEST DIMENSION. THE ADJOINING
 E USED TO HELP DETERMINE THE LOCATION OF THE FORCE MAIN.

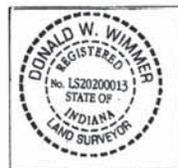
THE SOUTHEAST CORNER OF TRACT B. A MAG NAIL WITH A WASHER WAS
 NES. A CAPPED REBAR WAS SET AT THE SOUTHWEST CORNER OF TRACT A

LE 865, ARTICLE 12 OF THE INDIANA ADMINISTRATIVE CODE.

Y-PANEL NUMBER: 18053C0162 E. EFFECTIVE DATE: DECEMBER 9, 2014.

I hereby certify that the above survey was
 completed in accordance with Title 865, Article
 12 of the Indiana Administrative Code and is
 a correct sketch and/or real estate
 descriptions completed under my supervision
 this 13th day of May, 2018.


 Donald W. Wimmer,
 Professional Land Surveyor,
 Notary Public



Wimmer Land Surveys, Inc.
 P. O. Box 547
 Marion, IN 46952
 (765) 661-0064
 (765) 384-7429
 Email: dwimmer@comteck.com
 donald.wimmer@gmail.com
 www.wimmersurveys.com
 www.facebook.com/WimmerLandSurveysinc.

PLAT OF		
DRAWN DWW	DATE 06/10/2018	Original Survey Crosswinds Inc.
APPROVED	DATE	south 350 east Marion, IN 46953
SCALE 1" = 100.00' of 7	SHEET	PROJECT NO. 218xxxx

218149 CROSSWINDS SUBDIVISION LOTS 1-8
 BEING A PART OF THE NORTHWEST QUARTER OF SECTION FIFTEEN (15), TOWNSHIP TWENTY-FOUR (24) NORTH, RANGE EIGHT (8) EAST IN CENTER TOWNSHIP, GRANT COUNTY, STATE OF INDIANA AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A MAG NAIL OVER A CORNERSTONE FOUND AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER, THENCE SOUTH 00°-43'-10" EAST (ASSUMED BEARING-BASIS OF BEARINGS) ON THE EAST LINE OF SAID NORTHWEST QUARTER AND CENTERLINE OF COUNTY ROAD 350 EAST A DISTANCE OF ONE THOUSAND FIVE HUNDRED SEVENTY-TWO AND SIXTY-FOUR HUNDREDTHS (1572.64) FEET TO A MAG NAIL WITH A WASHER STAMPED "WIMMER LS 20200013" SET, SAID POINT BEING ALSO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 00°-43'-10" EAST ON SAID EAST LINE AND CENTERLINE A DISTANCE FIFTY-SIX AND EIGHTY-TWO HUNDREDTHS (56.82) FEET TO A MAG NAIL WITH A WASHER STAMPED "WIMMER LS 20200013" SET; THENCE NORTH 62°-17'-28" WEST A DISTANCE OF FOUR HUNDRED TEN AND THIRTY-ONE HUNDREDTHS (410.31) FEET TO A N" x 24" CAPPED REBAR STAMPED "WIMMER LS 20200013" SET; THENCE NORTH 81°-21'-51" WEST A DISTANCE OF THREE HUNDRED THIRTY-NINE AND TWENTY-FIVE HUNDREDTHS (339.25) FEET TO A CAPPED REBAR SET; THENCE NORTH 08°-00'-22" EAST A DISTANCE OF THREE HUNDRED SIXTY-TWO AND SIXTY-NINE HUNDREDTHS (362.69) FEET TO A CAPPED REBAR SET; THENCE NORTH 81°-21'-57" WEST A DISTANCE OF FIVE HUNDRED SIXTY-NINE AND NINETY-FOUR HUNDREDTHS (569.94) FEET TO A CAPPED REBAR SET; THENCE SOUTH 08°-38'-03" WEST A DISTANCE OF ONE HUNDRED AND NO HUNDREDTHS (100.00) FEET TO A CAPPED REBAR SET; THENCE NORTH 81°-21'-57" WEST A DISTANCE OF TWO HUNDRED NINETEEN AND FORTY-FIVE HUNDREDTHS; THENCE NORTH 00°-43'-10" WEST A DISTANCE OF THREE HUNDRED ELEVEN AND FIFTY-SEVEN HUNDREDTHS (311.57) FEET TO A CAPPED REBAR SET; THENCE ALONG AN CURVE TO THE RIGHT A DISTANCE OF ONE HUNDRED THIRTEEN AND FIVE HUNDREDTHS (113.05) FEET, HAVING A RADIUS OF FIFTY AND NO HUNDREDTHS (50.00) FEET, SUBTENDED BY A LONG CHORD BEARING NORTH 00°-43'-10" WEST AND A LENGTH OF NINETY AND FORTY-SIX HUNDREDTHS (90.46) FEET TO A CAPPED REBAR SET; THENCE NORTH 00°-43'-10" WEST A DISTANCE OF ONE HUNDRED EIGHTEEN AND EIGHTY-THREE HUNDREDTHS (118.83) FEET TO A CAPPED REBAR SET; THENCE SOUTH 81°-21'-57" EAST A DISTANCE OF EIGHT HUNDRED THREE AND ONE HUNDREDTHS (803.01) FEET TO A CAPPED REBAR SET; THENCE SOUTH 08°-38'-03" WEST A DISTANCE OF THIRTY-FIVE AND NINETY-SEVEN HUNDREDTHS (35.97) FEET TO A CAPPED REBAR SET; THENCE SOUTH 81°-21'-57" EAST A DISTANCE OF THREE HUNDRED TWENTY-TWO AND SEVENTY-TWO HUNDREDTHS (322.72) FEET TO A CAPPED REBAR SET; THENCE NORTH 02°-12'-52" EAST A DISTANCE OF TWELVE AND TWENTY HUNDREDTHS (12.20) FEET TO A CAPPED REBAR SET; THENCE ALONG AN CURVE TO THE RIGHT A DISTANCE OF TWO HUNDRED SEVENTEEN AND NINETY-ONE HUNDREDTHS (217.91) FEET, HAVING A RADIUS OF FIVE HUNDRED FORTY-SEVEN AND NINETY-NINE HUNDREDTHS (547.99) FEET TO A CAPPED REBAR SET, SUBTENDED BY A LONG CHORD BEARING NORTH 12°-26'-42" EAST AND HAVING A LENGTH OF TWO HUNDRED SIXTEEN AND FORTY-SEVEN HUNDREDTHS (216.47) FEET TO A CAPPED REBAR SET; THENCE NORTH 26°-11'-29" EAST A DISTANCE OF SIXTY-TWO AND TWENTY-SEVEN HUNDREDTHS (62.27) FEET TO A CAPPED REBAR SET; THENCE ALONG AN CURVE TO THE LEFT A DISTANCE OF TWENTY-SIX AND THIRTY-TWO HUNDREDTHS (26.32) FEET, HAVING A RADIUS OF FOUR HUNDRED FORTY-SIX AND FORTY-EIGHT HUNDREDTHS (446.48) FEET TO A CAPPED REBAR SET, SUBTENDED BY A LONG CHORD BEARING NORTH 21°-04'-58" EAST AND HAVING A LENGTH OF TWENTY-SIX AND THIRTY-ONE HUNDREDTHS (26.31) FEET TO A CAPPED REBAR SET; THENCE NORTH 89°-15'-42" EAST A DISTANCE OF FIFTY-TWO AND EIGHTY-FOUR HUNDREDTHS (52.84) FEET TO A CAPPED REBAR STAMPED "WIMMER LS 20200013" FOUND; THENCE ALONG AN CURVE TO THE RIGHT A DISTANCE OF FORTY-NINE AND THIRTY-THREE HUNDREDTHS (49.33) FEET, HAVING A RADIUS OF FOUR HUNDRED NINETY-SIX AND FORTY-TWO HUNDREDTHS (496.42) FEET, SUBTENDED BY A LONG CHORD BEARING SOUTH 20°-08'-28" WEST AND HAVING A LENGTH OF FORTY-NINE AND THIRTY-ONE HUNDREDTHS (49.31) FEET TO A CAPPED REBAR SET; THENCE SOUTH 26°-11'-10" WEST A DISTANCE OF SIXTY-TWO AND SIXTEEN HUNDREDTHS (62.16) FEET TO A CAPPED REBAR SET; THENCE ALONG AN CURVE TO THE LEFT A DISTANCE OF ONE HUNDRED NINETY-SEVEN AND TWENTY HUNDREDTHS (197.20) FEET, HAVING A RADIUS OF FOUR HUNDRED NINETY-EIGHT AND ONE HUNDREDTHS (498.01) FEET, SUBTENDED BY A LONG CHORD BEARING SOUTH 12°-23'-50" WEST AND HAVING A LENGTH OF ONE HUNDRED NINETY-FIVE AND NINETY-TWO HUNDREDTHS (192.92) FEET TO A CAPPED REBAR SET; THENCE SOUTH 01°-36'-10" WEST A DISTANCE OF SEVEN HUNDRED TWENTY-SEVEN AND SEVENTY-THREE HUNDREDTHS (727.73) FEET TO A CAPPED REBAR SET; THENCE SOUTH 62°-17'-28" EAST A DISTANCE OF TWO HUNDRED NINETY-TWO AND SEVENTY-FIVE HUNDREDTHS (352.16) FEET, OR TO THE PLACE OF BEGINNING. CONTAINING FIFTEEN AND SEVENTEEN HUNDREDTHS (15.17) ACRES, MORE OR LESS, AND BEING SUBJECT TO EXISTING HIGHWAY, DRAINAGE AND PUBLIC UTILITY EASEMENTS.

ALSO, BEING SUBJECT TO A DRAINAGE EASEMENT OF SEVENTY-FIVE (75) FEET IN WIDTH ON EACH SIDE MEASURED FROM THE HIGH BANK OF THOMAS DITCH RECORDED IN SURVEYOR'S DITCH RECORD 2 PAGE 176 IN THE OFFICE OF THE SURVEYOR OF GRANT COUNTY, INDIANA.

SURVEYOR'S REPORT:

IN ACCORDANCE WITH TITLE 865, ARTICLE 12 OF THE INDIANA ADMINISTRATIVE CODE, THE FOLLOWING OBSERVATIONS AND OPINIONS ARE SUBMITTED REGARDING THE VARIOUS UNCERTAINTIES IN THE LOCATION OF THE LINES AN THIS SURVEY AS A RESULT OF:

- A. AVAILABILITY AND CONDITION OF REFERENCED MONUMENTS:
- B. OCCUPATION OR POSSESSION LINES:
- C. CLARITY AND /OR AMBIGUITY OF REFERENCED DEEDS AND PLATS:
- D. ESTABLISHMENT OF LINES AND CORNERS:
- E. POSITIONAL UNCERTAINTY:

THERE MAY BE UNWRITTEN RIGHTS ASSOCIATED WITH THESE UNCERTAINTIES. THE ABOVE SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH AND IS THEREFORE SUBJECT TO ANY STATEMENT OF FACTS WHICH EXAMINATION OF A TITLE SEARCH.

THE PURPOSE OF THIS SURVEY IS TO CREATE A 8 LOT SUBDMISION OUT OF THE PROPERTY OWNED BY CROSSWINDS, INC FIELDWORK WAS COMPLETED ON MAY 11, 2018.

A. AVAILABILITY AND CONDITION OF REFERENCED MONUMENTS:
 A BOLT WAS FOUND OVER A CORNERSTONE FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 10 (SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 10) (NORTHEAST CORNER OF 15), A CAPPED REBAR WAS SET IN PLACE OF AN IRON PIPE (BENT & BROKEN) FOUND AT THE INTERSECTION OF MONROE PIKE AND 350 EAST, A MAG NAIL WAS SET OVER RAILROAD SPIKES FOUND ON THE CENTERLINE OF AND 100 SOUTH. SPIKES VARIED FROM 0.15 TO 0.6' BURY AND WERE FROM 30-60 YEARS' OLD. A MAG NAIL WAS SET OVER A MAG NAIL FOUND AT THE NORTHWEST CORNER OF TRACT B, CAPPED REBAR STAMPED "MANS EAST BOUNDARY OF TRACT B; 5/8" IRON PIPES WERE FOUND AT THE NORTHEAST PART OF TRACT B (ALL FLUSH AND CORRESPONDED WITH L. MANSHIP SURVEY DATED 1998.); A CORNERSTONE WAS FOUND AT THE SOUTHWEST SOUTHWEST QUARTER OF SECTION 10 (NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 15), A PROPERTY STONE WAS FOUND AT THE SOUTHEAST CORNER OF THE WEST ADJOINER, A MAG NAIL WAS SET OVER HORNER- 0.6' BURY AGE 50-80 YEARS); WOOD CORNER POSTS WERE FOUND AT THE NORTHWEST CORNER OF THE PROPERTY.

B. OCCUPATION OR POSSESSION LINES:
 OCCUPATION AND POSSESSION ARE TO THE DESCRIBED LINES. THERE IS A WIRE FENCE RUNNING ALONG THE SOUTH LINE OF THE NEW SUBDMISION.

C. CLARITY AND / OR AMBIGUITY OF REFERENCED DEEDS AND PLATS:
 ADJOINING DEEDS AND PLATS WERE OBTAINED FROM THE OFFICE OF THE RECORDER OF GRANT COUNTY, INDIANA AND MATHEMATICALLY RETRACED IN AN EFFORT TO DISCLOSE ANY GAPS OR OVERLAPS. THERE ARE NO GAPS. DESCRIPTION IN MISCELLANEOUS MICRO: 96 PAGE 1106 WHICH DESCRIBES THE EASEMENT FOR THE FORCE MAIN FROM THE NAZARENE CAMPGROUND APPEARS TO HAVE A PROBLEM WITH A STARTING CALL AND/OR EAST-WEST DESCRIPTION WAS PLOTTED FOR REFERENCE. THERE IS NO SURFACE INDICATION OF THE LOCATION OF THE FORCE MAIN AND THE DRAWINGS PROVIDED BY MARION UTILITIES WERE USED TO HELP DETERMINE THE LOCATION O

D. ESTABLISHMENT OF LINES AND CORNERS:
 A CAPPED 3/4" x 24" REBAR STAMPED "WIMMER LS 20200013" WAS SET AT THE NORTHEAST CORNER OF TRACT B, A MAG NAIL WAS SET AT THE NORTHWEST CORNER AND AT THE SOUTHEAST CORNER OF TRACT B. A MAG SET AT THE SOUTHEAST CORNER OF TRACT A, AND AT THE NORTHWEST CORNER OF TRACT A IN MONROE PIKE USING DEED DIMENSIONS AND EXISTING PHYSICAL EVIDENCE OF LINES. A CAPPED REBAR WAS SET AT THE SOU AFTER THE QUARTER SECTION WAS SPLIT PER DEED GUIDELINES.

E. POSITIONAL UNCERTAINTY:
 THE POSITIONAL UNCERTAINTY OF THIS TRACT FALLS WITH THE SPECIFICATIONS OF AN "URBAN" CLASS SURVEY (+/- 0.07' +/- 50 ppm) AS DEFINED IN THE GUIDELINES OF TITLE 865, ARTICLE 12 OF THE INDIANA ADMINIS

FLOOD STATEMENT:
 THE ABOVE DESCRIBED REAL ESTATE LIES WITHIN A "ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOODPLAN" PER THE FLOOD INSURANCE RATE MAP, COMMUNITY-PANEL NUMBER: 18053C0162 E, EFFECTIVE

DEED OF DEDICATION CROSSWINDS SUBDIVISION

We, the undersigned officers of Crosswinds, Inc., owners of said real estate shown and described hereon do hereby certify, that we lay off, plat and subdivide said real estate in accordance with the within plat. This subdivision shall be known and designated as Crosswinds Subdivision of Grant County, State of Indiana. All streets as shown and not heretofore dedicated, are hereby dedicated to the public. Front and side yard building setback lines are hereby established as shown on this plat between which lines and the property lines and streets, there shall be erected or maintained no building or structure. There are strips of ground fifteen (15) feet in width as shown on this plat and marked P. U. E. reserved for the installation hereon reserved, no permanent or other structures are to be erected or maintained upon said strips of land, but the owners of the lots in this subdivision shall take their titles subject to the rights of the utilities. There are strips of land marked drainage easement upon which no permanent structures are to be built or maintained. The only allowable improvement would be the installation of a "Rain Garden" to decrease runoff.

Mark T. Weill Print Todd M. Tews Print
Mark T. Weill Todd M. Tews

Subscribed and sworn to before me, the undersigned Tanya Karpick-Carpenter Notary Public in and for said Allen County, State of Indiana this 19 Day of August, 2018.

Witness, my hand and notarial seal Tanya Karpick-Carpenter Signature

My commission Expires 9/11/2023

Tanya Karpick-Carpenter Print Name