

AGREEMENT TO PURCHASE

To: **John J. Heyob Trust dtd 3/20/2007** ("Seller")

Date: **June 10, 2020**

I/We the undersigned Buyer(s) ("Buyer") offer to purchase Tract(s) _____, being approx. _____ (±) acres of land in Franklin County, Indiana, as identified by reference to the same tract number(s) in the attached **Exhibit A**, together with any improvements and permanent fixtures presently existing on said land (the "Property"), and being one or more of the tracts put up for bids at the public auction conducted on this date by Schrader Real Estate and Auction Company, Inc. ("Auction Company"). This offer incorporates the terms and conditions set forth herein, the Revised Auction Tract Map attached as **Exhibit A**, the auction announcements attached as **Addendum A** and, if applicable, the attached **Addendum B** (collectively, this "Agreement").

1. **PURCHASE PRICE.** The purchase price is \$ _____, to be paid via wired funds at closing (plus expenses charged to Buyer, less applied Earnest Money and any other credits due Buyer, as provided in this Agreement). The purchase price shall be adjusted at closing if and only if an adjustment is applicable in accordance with the terms of Addendum A.
2. **EARNEST MONEY.** Concurrently with this offer, Buyer shall deliver to Auction Company the sum of \$ _____ (the "Earnest Money"), to be held in escrow, delivered to the closing agent at or prior to closing, and applied to the purchase price at closing.
3. **TAXES AND ASSESSMENTS.** The following taxes and assessments shall be withheld from Seller's proceeds at closing and paid directly to the county treasurer: (a) any unpaid real estate taxes assessed against any tax parcel that includes any part of the Property for the calendar year 2019 (due in 2020), and any prior year; and (b) any unpaid drainage or other special assessments attributed to any such tax parcel and last payable without a penalty on or before the closing date. Seller shall also pay a portion of the 2020 taxes (due in 2021) via credit against the sums due from Buyer at closing, with no further settlement or adjustment after closing. The amount of such credit is set forth in Addendum A. Buyer shall then pay all real estate taxes and assessments due after closing (including all of the 2020 taxes when billed in 2021) to the extent attributed to the Property. If the billing of any such taxes and/or assessments due after closing includes portions attributed to the Property and other real estate, Buyer shall cooperate with the owner(s) of such other real estate to facilitate timely payment of the balance due and Buyer shall pay the portion attributed to the Property.
4. **SURVEY.** A new survey shall be obtained if and only if obtained in accordance with the provisions of Addendum A.
5. **DEED; TITLE INSURANCE.** The Property shall be conveyed by Warranty Deed with customary trustee provisions (subject to the Permitted Exceptions), to be furnished at Seller's expense. Seller shall furnish a commitment, updated to a date after the Auction and prior to closing, for the issuance of a standard owner's title insurance policy in the amount of the purchase price insuring marketable title to the Property in Buyer's name, subject to standard exceptions, conditions and requirements and subject to the Permitted Exceptions (the "Final Title Commitment"). At closing, Seller shall pay for the cost of issuing a standard owner's title insurance policy in accordance with the Final Title Commitment.
6. **PERMITTED EXCEPTIONS.** Buyer agrees to accept title, title insurance and any survey subject to and notwithstanding any: (a) existing road, utility, drain or pipeline; (b) visible or apparent use; (c) variation between a deeded boundary line and a fence line, field line, ditch line or other visible or apparent occupancy or occupancy line; (d) easement, condition, restriction or other matter (except liens) appearing of record; (e) outstanding right or severance as to minerals; (f) recorded oil and gas lease, active or not; (g) lien for current property taxes and assessments; (h) matter disclosed in this Agreement; and/or (i) matter (except liens) listed, described, depicted or disclosed in the preliminary title insurance schedules and/or in the pre-auction survey described in Addendum A (collectively, the "Permitted Exceptions").
7. **CLOSING.** Closing shall be held **on or before July 14, 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). The closing shall be held at the office of **Union County Title Company, LLC, 1 W. Union St., Liberty, IN (Tel: 765-458-7148)**, or otherwise as mutually agreed. If Seller is unable to convey the Property in conformance with the requirements of this Agreement, either party may terminate this Agreement by written notice to the other and, in the event of such termination by either party, Buyer shall receive the Earnest Money as Buyer's sole and exclusive remedy; *provided, however,* prior to any such termination by Buyer, Buyer must give Seller sufficient written notice of the nonconformity to enable Seller to cure the nonconformity and Seller shall have the right to extend the closing date for up to 30 days after receiving such notice in order to cure such nonconformity.
8. **RISK OF LOSS.** The Property shall be conveyed at closing in substantially its present condition, normal wear and tear excepted. Seller assumes the risk of loss and damage until closing. Seller's insurance may be canceled as of the closing date.
9. **POSSESSION.** Possession shall be delivered in accordance with Addendum A. Seller shall pay for all utilities until possession is delivered.
10. **INCLUDED / EXCLUDED ITEMS.** Notwithstanding any other provision, the "Property" includes or excludes any item that is specifically included or excluded according to Addendum A or any residential disclosure form signed by Seller. Propane tanks are excluded unless otherwise provided.
11. **THE PROPERTY IS SOLD "AS IS, WHERE IS". ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE PROPERTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. IN NO EVENT SHALL SELLER OR AUCTION COMPANY BE LIABLE FOR CONSEQUENTIAL DAMAGES.**
12. **REMEDIES.** If the Earnest Money is not effectively paid in accordance with this Agreement *or* if this sale fails to close due to Buyer's default (each a "Buyer Default"), Seller shall have the right to recover 10% of the purchase price as liquidated damages and the right to give notice terminating Buyer's right to acquire the Property (without prejudice to the right to recover liquidated damages). Upon such termination, Seller shall have the absolute and unconditional right to re-sell the Property free and clear of any right or claim of Buyer. Buyer agrees that 10% of the purchase price is fairly proportionate to the amount of Seller's damages due to a Buyer Default, which damages would otherwise be uncertain and difficult to ascertain. If such liquidated damages are adjudicated as unenforceable, Seller may recover actual damages plus attorney fees and expenses. If this sale fails to close due to Seller's default: (a) Buyer shall have the right to demand and receive a refund of the Earnest Money and, upon such demand and receipt, this Agreement shall be terminated in all respects; or (b) at any time prior to such termination, Buyer may elect instead to seek specific performance. If this sale fails to close, the Earnest Money shall be retained in escrow pending disbursement instructions: (i) signed by both parties (or by one party authorizing disbursement to the other); or (ii) in a final court order. In the event of a Buyer Default, Buyer agrees to sign and deliver a release of the Earnest Money for payment of the liquidated damages due Seller and, if Buyer fails to do so, Seller shall have the right to recover (in addition to any other recovery) attorney's fees and other expenses thereafter incurred by Seller in seeking to enforce any right or remedy. In a lawsuit to enforce a right or remedy under this Agreement, the prevailing party shall recover attorneys' fees and expenses and **ANY RIGHT TO A TRIAL BY JURY IS WAIVED.**
13. **AGENCY.** Auction Company and its affiliated agents represent only Seller, not Buyer. This Agreement is between Buyer and Seller. Auction Company and its agents and representatives shall not be liable for any defect or deficiency in any land, improvements, fixtures or equipment.
14. **1031 EXCHANGE.** Each party shall reasonably cooperate if another party intends to structure the transfer or acquisition of the Property as part of an exchange under 26 U.S.C. § 1031 ("Exchange"). This Agreement may be assigned for purposes of an Exchange, but the assignor shall not be released from any obligation. A party is not required to assume or incur any additional obligation in connection with another party's Exchange.
15. **GENERAL PROVISIONS.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives and successors. This Agreement constitutes the entire agreement between Buyer and Seller regarding the Property. Neither party is relying upon any other statement or promise and neither shall be bound by any purported oral modification or waiver. Time is of the essence. All terms and conditions of this Agreement (including Addendum A) shall survive the closing. This Agreement to Purchase and Addendum A shall be read and construed together as a harmonious whole. This Agreement may be executed in multiple counterparts, all of which together shall constitute the same instrument and, for such purposes, 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.
16. **ACCEPTANCE DEADLINE.** This offer shall be deemed automatically withdrawn and the Earnest Money shall be returned to Buyer if this offer is not accepted by Seller in writing on or before 11:59 pm on **June 10, 2020**.

Printed Name(s) of Buyer(s): _____

Signature(s) of Buyer(s): _____

Address: _____ Phone: _____

Deed to: _____ Lender/Contact: _____

EARNEST MONEY in the amt. of \$ _____ received by: _____ on _____, 2020

ACCEPTED BY SELLER on this 10th day of June, 2020: **Sign:** _____
(John J. Heyob, as Trustee)

EXHIBIT A

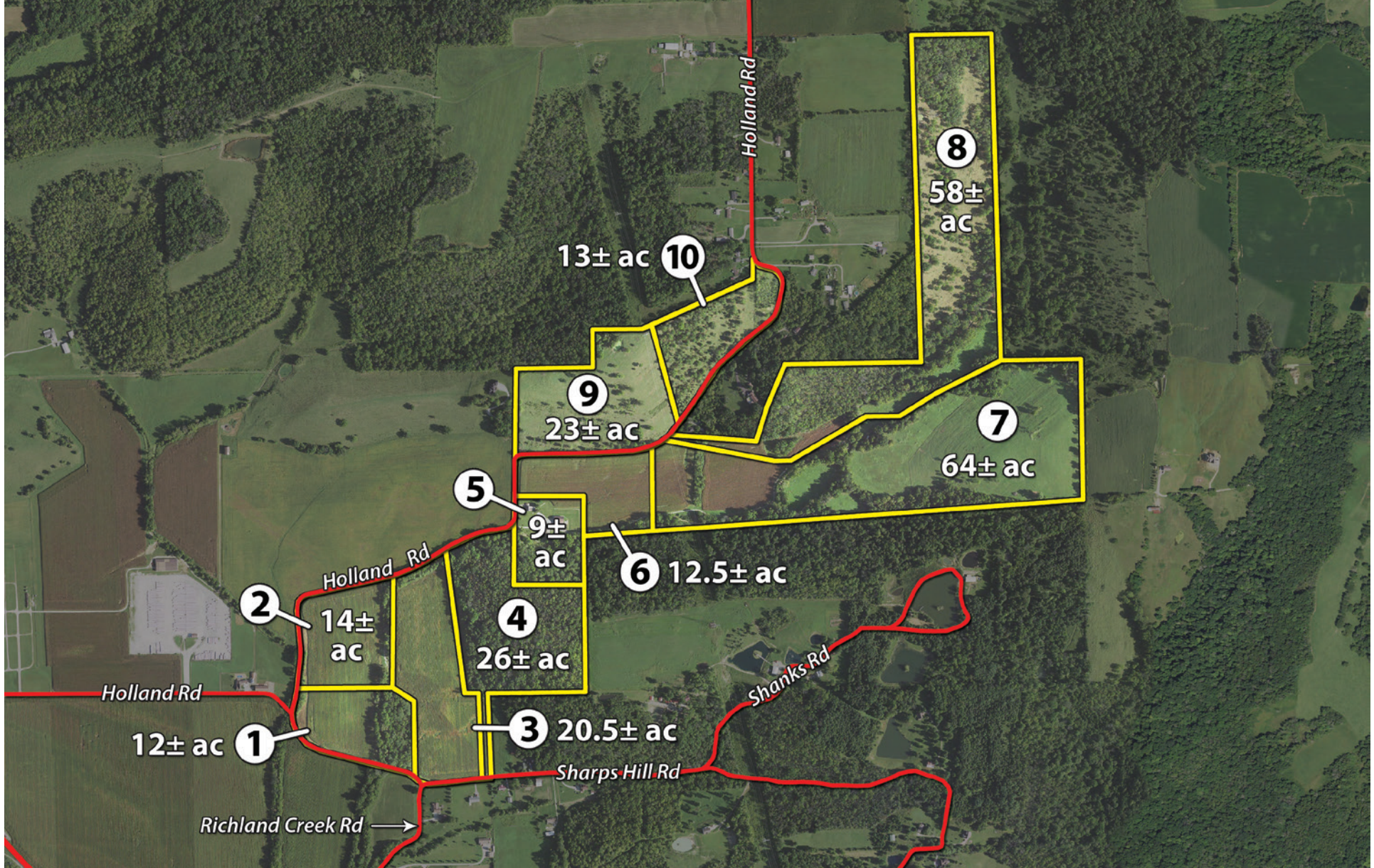
Revised Auction Tract Map

Buyer(s): _____

Seller: _____

Auction Date: June 10, 2020

Pts. Sec. 2 & 3 of T8N-R2W and pt. Sec. 35-T9N-R2W (Brookville Twp.) in Franklin County, Indiana



Boundary lines and/or acreages depicted in the marketing materials and auction tract maps, including this Exhibit A, are approximations and are provided for identification and illustration purposes only. They are not provided or intended as survey products or as authoritative representations of property boundaries and/or acreages.

I/We have read this Addendum and agree to these auction conditions.

Buyer(s): _____

Seller: _____

ADDENDUM A

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC.
Auction Marketing Specialists Nationwide

Date: June 10, 2020

Owner: John J. Heyob Trust dtd 3/20/07

Sale Manager: Andy Walther

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC. welcomes you to bid YOUR price on the real estate offered at this auction.

PART A - BIDDING PROCEDURES TO KEEP IN MIND:

1. All bidding is open to the public. You will need to raise your hand or call out your bid as the auctioneer asks for bids. It is easy! Don't be bashful! This is a one-time opportunity. Watch the auctioneer and his bid assistants. They will take your bid and will assist you with any questions.
2. A revised auction tract map is included in your Bidder's Packet as **Exhibit A** showing additional land included with Tract 9 (based on the pre-auction survey). Exhibit A also shows minor adjustments to other boundary lines (including the line between Tracts 7 and 8) and revised acre estimates for Tracts 3, 6, 7, 8 and 9.
3. You may bid on any tract or combination of tracts or the entire property. Bidding will remain open on individual tracts and combinations until the close of the auction.
4. Bidding will be on a lump sum basis. Minimum bids are at the auctioneer's discretion.
5. Bids are not contingent on financing, so be sure you have arranged financing, if needed, and are able to pay cash at closing.
6. The Seller is present and we anticipate that the top bid(s) at the close of the auction will be accepted. The final bid(s), however, are subject to the Seller's acceptance or rejection.

PART B - TERMS OF SALE OUTLINED:

7. 10% of the purchase price is due as a cash down payment at the close of auction. A cashier's check or a personal or corporate check immediately negotiable is satisfactory for the down payment. The balance of the purchase price is due in cash at closing.
8. The closing will be scheduled in accordance with the Agreement to Purchase in your Bidder's Packet. The targeted closing period is on or before July 14, 2020.
9. The closing agent's fee for administering the closing will be shared equally (50:50) between Buyer and Seller. Buyer will pay all costs of any loan obtained by Buyer.

10. As an update to the marketing materials, Seller will pay all unpaid real estate taxes for the year 2019 (due in 2020) and will give each Buyer a credit at closing for approximately one-half of the estimated 2020 taxes (due in 2021), as follows:

Credit to Buyer(s) for approx. one-half (±) est. 2020 taxes (due in 2021):

Tract 1: \$119.49	Tract 5: \$885.38	Tract 9: \$68.84
Tract 2: \$102.02	Tract 6: \$51.24	Tract 10: \$42.61
Tract 3: \$156.33	Tract 7: \$260.47	Total: \$1,498.62
Tract 4: \$75.00	Tract 8: \$190.08	

Each Buyer will then pay the 2020 taxes when billed in 2021 to the extent attributed to the purchased tract(s). The credits shown above are based on an approximate allocation between the potential new tracts and will not be subject to adjustment regardless of the amounts actually billed once the tax rates, assessments and/or parcel splits are finalized.

11. As an update to the marketing materials, possession shall be delivered at closing except as follows:
- Possession of the **cropland**, including the hay fields and all other tillable acres on Tracts 1 – 8, shall be delivered subject to the tenants' rights under existing farm leases which expire on **December 15, 2020**.
 - If the closing occurs on or before July 10, 2020, possession of the **pasture land** on Tracts 7 - 10 shall be delivered subject to the tenant's rights under an existing farm lease which expires on **July 10, 2020**.
 - Possession of all **access routes** (including the driveway on Tracts 5 - 8) shall be delivered subject to the tenant's non-exclusive rights under the existing farm leases for the remainder of the lease terms.
12. Seller will collect and retain all rent due under the existing farm leases. However, the Buyer(s) of Tracts 1 – 8 will receive a credit at closing for one-half of the 2020 cropland rent, allocated as follows.

Credit to Buyer(s) for one-half of the 2020 cropland rent:

Tract 1: \$492.80	Tract 4: \$40.60	Tract 7: \$1,111.42
Tract 2: \$866.60	Tract 5: \$39.38	Tract 8: \$390.08
Tract 3: \$1,400.00	Tract 6: \$559.12	Total: \$4,900.00

These credits are based on approximate cropland acres per tract. No promise or warranty is made as to the exact number or proportion of cropland acres included with any tract relative to the total cropland acres.

13. Copies of the farm leases are available to review in the auction display area. Except for the rent (which will be collected by Seller), all rights and obligations of Seller under the existing farm leases shall be assigned to and assumed by Buyer to the extent that such rights and obligations pertain to the purchased tract(s). Such assignment and assumption shall be effective automatically upon completion of the closing, without the execution of a separate instrument of assignment and assumption.
14. If Buyer damages existing crops (due to new construction or otherwise), Buyer will reimburse the farm tenant in accordance with the following formula, as provided in the farm leases: *2x average county yield x highest closing price for specific crop at Merrell Grain for calendar year 2020.*

15. At closing, Seller will furnish the deed and owner's title insurance at Seller's expense in accordance with the terms of Section 5 of the Agreement to Purchase.
16. Preliminary title insurance schedules dated March 16, 2020 were prepared by Union County Title Company and updated during the marketing period. The updated versions were posted to the auction website prior to the auction, along with copies of the recorded easements listed as exceptions, and printed copies are available to review in the auction display area.
17. A pre-auction survey dated April 7, 2020 has been prepared by Seig Surveying which shows the perimeter boundary of 213.591± acres of land comprising the entire auction property except the north 39 acres (±) of Tract 8. The pre-auction survey, consisting of three pages, was posted to the auction website prior to the auction. Printed copies are available to review in the auction display area.
18. Buyer agrees to accept the title and acquire the purchased tract(s) subject to all "Permitted Exceptions" as defined in Section 6 of the Agreement to Purchase, including but not limited to all pipelines, easements and other matters that are listed, depicted and/or otherwise referenced in either or both the preliminary title insurance schedules and/or the pre-auction survey.
19. A final, post-auction survey and legal description shall be obtained for each closing except as follows:
 - a. The 39-acre (±) parcel comprising the north part of Tract 8 will be conveyed using the existing legal description without obtaining a new survey unless: (i) the official(s) responsible for recording the deed will not accept the conveyance for recording without a new survey; or (ii) Seller elects to obtain a new survey for any other reason in Seller's sole discretion; and
 - b. If all ten tracts are sold together as a unit, the land described in the pre-auction survey will be conveyed without obtaining a post-auction survey.
20. Any post-auction survey will be ordered by the Auction Company and will be sufficient for the purpose of recording the conveyance, but the type of survey shall otherwise be determined solely by the Seller. Any survey of adjacent tracts purchased in combination will be for the perimeter only.
21. The cost of the pre-auction survey and any post-auction survey(s) obtained in accordance with this Addendum A (as allocated between the respective closings if more than one) shall be shared equally (50:50) by Seller and Buyer.
22. If a post-auction survey is obtained for any closing in accordance with the provisions of this Addendum A, the purchase price shall be adjusted proportionately to reflect the difference, if any, between the acre estimates shown in Exhibit A and the gross acres shown in the survey; provided, however, if the purchase price includes Tract 8 then, for purposes of calculating such adjustment, the "gross acres shown in the survey" shall include an assumed 39 acres for the north part of Tract 8 if not surveyed; provided, further, in any event, no such adjustment shall be made with respect to Tract 5 or any combination that includes Tract 5.

23. As shown in Exhibit A, the acre estimates for certain tracts have been revised for purposes of the auction as follows:

ACRE ESTIMATES (±)	Tract 3:	Tract 6:	Tract 7:	Tract 8:	Tract 9:	Total Tr. 1-10:
Advertised / Brochure (±)	20	12	61	62	21	250
Revised / Exhibit A (±)	20.5	12.5	64	58	23	252

24. The acres shown in Exhibit A are approximate and have been estimated based on: (a) the approximate total acres shown in the pre-auction survey and the existing legal description for the north part of Tract 8; and (b) an approximate, provisional allocation of the total between the potential new tracts. No warranty or authoritative representation is made as to the number of acres included with any tract or set of tracts.
25. Boundary lines and auction tract maps depicted in Exhibit A and the auction 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.
26. If a dispute arises prior to closing as to the location of any boundary, the Auction Company may (but need not) terminate the purchase contract by giving written notice of termination to Buyer, but only with the Seller's consent. In the event of such termination, the earnest money shall be refunded to Buyer and the property may be re-sold free and clear of any claim of Buyer. In lieu of consenting to such termination, Seller may elect instead to enforce the purchase contract according to its terms.
27. The purchase of any tract or set of tracts shall not include any right or easement with respect to any part of an existing driveway that is not within the boundaries of the purchased tract(s).
28. If Tracts 7 and 8 are not sold together: (a) the creek crossing near the boundary line between those tracts will be entirely within the surveyed boundary of Tract 7; and (b) without additional improvements, Tract 8 will have limited access to the grass area in the southeast part of Tract 8, south of the creek.
29. Buyer will be solely responsible for any new creek crossing, road entrance, driveway or other improvements that may be necessary or desirable for access to any part of the purchased tract(s).
30. Each Bidder's Packet includes an **Addendum B** which shall apply if Tracts 5 - 10 are not sold together. If Addendum B applies, Tracts 5 - 10 will be subject to a new easement granted by Seller to Franklin County Water Association, Inc. allowing for the possible future installation of public water line(s) that could potentially serve these tracts. Any other tract(s) that may be purchased with Tract 5 as part of a combination of adjoining tracts will also be subject to the easement. If applicable, the easement will be recorded after the auction and prior to the first closing in substantially the same form which is attached to Addendum B as Exhibit B-1.
31. The Seller's Residential Real Estate Sales Disclosure form and the lead-based paint disclosure form for the home on Tract 5 are posted and shall be signed by the Buyer of Tract 5 at the end of the auction.

32. Advertised square footages and dimensions are approximate. No warranty or authoritative representation is made as to the size or dimensions of any improvements.
33. The sale of Tract 5 includes the stove, refrigerator, washer and dryer in the home. These items will be acquired AS IS and without warranty at the time of closing.
34. The following items are specifically excluded: red upright cylinder propane tank in the barn; wooden American flag attached to the barn; large boulders in front of big barn; inscribed rock near driveway entrance; dog pen behind the barn; stacks of old barn siding inside the big barn; all furniture and decorations in the house; closed circuit system (cameras, recorder and monitor) located in barn; front porch swing; tractors and mowers; tools and equipment; fence posts in the lean-to; and the hose reel on the wall in the milk house.
35. Information booklets have been provided in printed form and/or via download from the auction website and are available for further review in the auction display area. These booklets include information from third-party sources, including zoning map, soil maps, wetlands map, topography map, pipeline map, FSA information and maps, and an earlier version of the preliminary title insurance schedules. Such information has been provided subject to (and not as a substitute for) a prospective buyer's independent investigation and verification. Although believed to be from reliable sources, the Auction Company disclaims any warranty or liability for the information provided.
36. The front covers of the auction brochure and information booklet include stock photos of a deer and turkey which were not taken on the auction property.
37. Your bids are to be based solely upon your inspection. All property is sold "AS IS" without any warranty. Without limiting the foregoing provisions, Seller and Auction Company and their respective agents and representatives make no warranty or authoritative representation as to: (a) zoning matters; (b) whether or not the property qualifies for any particular use; (c) the availability or location of utilities; (d) the availability of any building permit, driveway permit, septic permit or any other permit; or (e) the accuracy of any materials or information prepared or provided by any third party regarding the auction and/or the property.
38. At the close of the auction, each high bidder shall execute a purchase contract in the form provided in each Bidder's Packet, consisting of the Agreement to Purchase, Exhibit A, this Addendum A and (if applicable) Addendum B. The terms of these documents are non-negotiable.
39. You will be closing on the tract or combination of tracts on which you are the successful bidder in the manner in which you bid at the auction. Deeds shall be recorded in the order designated by the Seller.
40. Schrader Real Estate and Auction Company, Inc. and its agents and representatives are exclusively the agents of the Seller.

Thank you for your interest in this offering. If you have any questions, please feel free to talk to one of our representatives.

ANY ANNOUNCEMENTS MADE BY THE AUCTIONEER
TAKE PRECEDENCE OVER THIS PRINTED MATERIAL.

Acknowledged and agreed:

Buyer(s): _____

Seller: _____

ADDENDUM B

Auction Date: June 10, 2020

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

Owner: John J. Heyob Trust dtd 3/20/07

1. This Addendum applies **if and only if** Tracts 5, 6, 7, 8, 9 and 10 are **not** purchased together as a unit or as part of the same tract combination.
2. If this Addendum applies, Tracts 5, 6, 7, 8, 9 and 10 will be subject to a new water line easement granted by Seller to Franklin County Water Association, Inc. to allow for the possible future installation of public water line(s) that could potentially serve these tracts.
3. If any other tract(s) (i.e., any of Tracts 1 - 4) is/are purchased **with Tract 5** as part of a combination of adjoining tracts, those other tract(s) will also be subject to the easement.
4. If applicable, the easement will be executed after the auction in substantially the same form which is attached to this Addendum as **Exhibit B-1** and will be recorded prior to the recording of the first conveyance of any affected tract(s) from Seller to any Buyer.
5. The form of the easement attached as Exhibit B-1 was provided by Franklin County Water Association, Inc. The form is a blanket type easement. However, it provides that the permanent easement shall be twelve feet in width, the centerline of which shall be the center line of the water line as finally laid and constructed.
6. The easement is intended to facilitate the possible future installation of public water line(s). However, no promise, representation or warranty of any kind is made with respect to any such future installation. Without limiting the foregoing provision, no promise, representation or warranty is made as to the feasibility, route, cost or suitability of any such future installation.
7. Any Buyer or group of Buyers proposing a future installation of a water line within the easement area will be responsible for making all necessary arrangements with Franklin County Water Association, Inc. Any such installation will be at the expense of the Buyer(s) proposing the installation. No promise or covenant is or will be made by Seller or Auction Company regarding any arrangements for cost sharing or reimbursement.
8. The recorded easement shall include an Exhibit A containing the legal descriptions of the following auction tracts:
 - a. Tracts 5, 6, 7, 8, 9 and 10; and
 - b. Any of Tracts 1, 2, 3 and/or 4 that is/are purchased as part of a combination of adjoining tracts that includes Tract 5.

This Addendum B was prepared by an attorney who represents only the Auction Company in order to facilitate the sale of real estate at public auction. The form of the easement attached as Exhibit B-1 was provided by Franklin County Water Association, Inc. The Seller and all Buyers are responsible for obtaining their own independent legal representation in connection with any document or matter pertaining to the auction and/or the real estate.

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to John J. Heyob, Trustee of the John J. Heyob Trust under Agreement dated the 20th day of March, 2007, as amended, aka John J. Heyob, Trustee of the John J. Heyob Trust dated March 20, 2007, hereinafter referred to as GRANTOR, by Franklin County Water Association, Inc., an Indiana not for profit corporation, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water lines, valves, fittings, meters and accessories over, across and through the land of the GRANTOR situate in Franklin County, State of Indiana, said land being described as follows:

(See attached Exhibit A for legal description of the land subject to this easement.)

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

The permanent easement shall be twelve feet in width, the center line of which is described as follows:

The center line of the permanent easement shall be the center line of the water line as finally laid and constructed across the lands of the within GRANTOR. Also, a temporary easement which is for construction purposes and which is terminated upon completion of construction, being thirty feet in width and being fifteen feet on each side of and parallel with the proposed center line of the water line.

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

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

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this _____ day of _____, 2020.

(John J. Heyob, signing as the trustee of the trust
hereinabove identified as GRANTOR) (SEAL)

STATE OF INDIANA, FRANKLIN COUNTY:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named John J. Heyob, as trustee, who acknowledged the execution of the foregoing easement to be his voluntary act and deed.

WITNESS my hand and notarial seal this _____ day of _____, 2020.

NOTARY PUBLIC

My Commission Expires: _____

"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." [Name:] _____

This instrument was prepared using the form provided for this purpose by Franklin County Water Association, Inc., said form having been completed, at the direction of Franklin County Water Association, Inc., by J. Earl Tison, Attorney at Law, Columbia City, Indiana.

This instrument was completed by an attorney who represents only the auction company in connection with (and to facilitate) the sale of real estate at public auction. All other parties, including the Seller and all Buyers at the auction, are responsible for consulting with their own respective attorneys regarding the legal effect of this instrument and/or any other matter pertaining to the auction and/or the auction property.

EXHIBIT B-1