



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**NOTICE**

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Bosse Title Company, LLC

Jeffrey H. Bosse, President



Frederick H. Eppinger  
President and CEO

David Hisey  
Secretary

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File No.: 24-06103

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I - Requirements;
- f. Schedule B, Part II - Exceptions; and
- g. a countersignature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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## 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I - Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

## 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

## 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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## 9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

## 10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

## 11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

## STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, 20 E. 91st Street, Indianapolis, IN 46240.

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# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

**Issuing Agent:** Bosse Title Company  
**Issuing Office:** 4799 Rosebud Lane, Newburgh, IN 47630  
**Issuing Office's ALTA® Registry ID:** 1003043

**Loan ID No.:**

**Commitment No.:** 24-06103-1

**Issuing Office File No.:** 24-06103

**Property Address:** 4677 Hwy 62 W., Boonville, IN 47601  
W. ST RD 62, Boonville, IN 47601  
4699 W. ST RD 62, Boonville, IN 47601  
4455 W. ST RD 62, Boonville, IN 47601  
4677 HWY 62 W., Boonville, IN 47601

1. **Commitment Date:** July 1, 2024 at 08:00 AM

2. **Policy to be issued:**

**Proposed Amount of Insurance:**

- |   |        |
|---|--------|
| a. ALTA Owners Policy (7/1/2021)  |        |
| Proposed Insured: TBD   | \$0.00 |
| The estate or interest to be insured: Fee Simple  |        |
| b. ALTA Loan Policy (7/1/2021)  |        |
| Proposed Insured: TBD, its successors and/or assigns as their<br>respective interests may appear. | \$0.00 |
| The estate or interest to be insured: Fee Simple  |        |

3. **The estate or interest in the Land at the Commitment Date is:** Fee Simple.

4. **The Title is, at the Commitment Date, vested in:**

Steven A. Bennett, Trustee of The Alan G. Bennett Revocable Living Trust U/T/A December, 12, 1994

5. **The Land is described as follows:**

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010-UN ALTA Commitment for Title Insurance Schedule A (07-01-2021)



## SCHEDULE A (Continued)

The Northwest Quarter of Section Thirty-two (32), and also the Northwest Quarter of the Northeast Quarter of Section Thirty-two (32), both in Township Five (5) South, Range Eight (8) West, less the following five (5) exceptions:

EXCEPTION #1: Part of the Northwest Quarter of Section Thirty-two (32), Township Five (5) South, Range Eight (8) West, commencing in the center of U. S. Highway #460 (also now known as Indiana State Road #62) at a point which is 1461.48 feet east of the intersection of the center line of a public road running North and South adjacent to and east of Center Cemetery and the center line of said State Road #62, at a point which is 50 feet North of the Northeast corner of Tract #6 as designated on a plat of survey for Alan G. Bennett of part of the Northwest Quarter of Section Thirty-two (32), Township Five (5) South, Range Eight (8) West dated September 4, 1955 by Edward G. Bottomly and recorded October 1, 1955 in Plat Book 4 page 25 in the Office of the Recorder of Warrick County, Indiana; thence South along the East line of said Tract #6 a distance of 300 feet to a point which is the southeast corner of said tract #6; thence West and parallel to the centerline of State Road #62 a distance of 600 feet to a point which is the southwest corner of Tract #1 in the above described plat [Plat Book 4 page 25]; thence continuing West and parallel to the centerline of State Road #62 a distance of 200 feet to a point which is the northwest corner of a tract reconveyed to the above grantors from Jeffrey T. Gore and Susan E. Gore by Warranty deed dated May 24, 1993 and appearing of record in Deed File #3, Card #14621 in the office of the Warrick County Recorder; thence North 300 feet to the center of State Road #62; thence East along the center line of said road 800 feet to the place of beginning, said to contain 5.52 acres more or less in said exception #1; AND ALSO

EXCEPTION #2: Part of the Northwest Quarter of Section Thirty-two (32), Township Five (5) South, Range Eight (8) West bounded as follows:

Commencing at a point in the center of Indiana State Road #62 a distance of one thousand nine hundred sixty-four and forty-eight hundredths (1964.48) feet East of the Northwest corner of the Northwest Quarter of said Section Thirty-two (32); thence South 500 feet to an iron pin; thence East 200 feet to an iron pin; thence North 500 feet to the center of the above described State Road #62; thence West 200 feet to the Place of Beginning, and containing 2.3 acres more or less in said exception #2, being the same realty conveyed by the Grantors herein to James Otto Hormuth, et ux, by Warranty Deed dated December 29, 1962 and recorded January 2, 1963 in Deed Record 128 page 115 in the Office of the Recorder of Warrick County, Indiana; AND ALSO

EXCEPTION #3: A tract of land 200 feet of even width off of the entire East side of the Northwest Quarter of the Northeast Quarter of Section Thirty-two (32), Township Five (5) South, Range Eight (8) West said to contain 6.0 acres more or less in said exception #3; AND ALSO

EXCEPTION #4: A part of the Northwest Quarter of Section Thirty-two (32), Township Five (5) South, Range Eight (8) West, Warrick County, Indiana, described as follows: Commencing at the northwest corner of said quarter section; thence South 88 degrees 38 minutes 31 Seconds East 208.142 meters (682.88 feet) along the north line of said quarter section to the northwest corner of a 2.5-acre tract of land described in Deed File 2, card 16370, in the Office of the Recorder of Warrick County, Indiana; thence South 0 degrees 52 minutes 36 seconds West 15.241 meters (50.00 feet) along the west line of said 2.5-acre tract to the south boundary of S.R. 62 and the point of beginning of this description: thence South 0 degrees 52 minutes 36 seconds West 14.317 meters (46.97 feet) along said west line; thence North 87 degrees 38 minutes 29 seconds west 96.359 meters (316.14 feet); thence North 85 degrees 43 minutes 32 seconds West 80.777 meters (265.02 feet); thence South 6 degrees 21 minutes 21 seconds West 151.265 meters (496.28 feet); thence North 87 degrees 50 minutes 47 seconds West 4.539 meters (14.89 feet) to the east boundary of County Road 500 west;

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010-UN ALTA Commitment for Title Insurance Schedule A (07-01-2021)



## SCHEDULE A

(Continued)

thence North 0 degrees 52 minutes 36 seconds East 151.625 meters (497.46 feet) along the east boundary of said County Road 500 West to the southeastern boundary of the intersection of said County Road 500 West and S.R. 62; thence North 40 degrees 27 minutes 05 seconds East 9.705 meters (31.84 feet) along the boundary of the intersection of said County Road 500 West and said S.R. 62 to the south boundary of said S.R. 62; thence South 88 degrees 38 minutes 31 seconds East 189.766 meters (622.59 feet) along said south boundary to the point of beginning and said to contain 0.4062 hectares (1.004 acres), more or less.

Also, a part of the Northwest Quarter of Section Thirty-two (32), Township Five (5) South, Range Eight (8) West, Warrick County, Indiana, described as follows: Commencing at the northwest corner of said quarter section; thence South 88 degrees 38 minutes 31 seconds East 451.982 meters (1,482.88 feet) along the north line of said quarter section; thence South 0 degrees 52 minutes' 36 seconds West 15.241 meters (50.00 feet) to the south boundary of S.R. 62 and the point of beginning of this description, which point is also the northeast corner of Tract 6 as designated on a plat of survey for Alan G. Bennett, the plat of which survey is recorded in Plat Book 4, page 25, in the Office of the Recorder of Warrick County, Indiana: thence South 88 degrees 38 minutes 31 seconds East 152.633 meters (500.76 feet) along the boundary of said S.R. 62 to the west line of a 2.3-acre tract of land described in Deed Record 128, page 115, in the Office of the Recorder of Warrick County, Indiana; thence South 0 degrees 40 minutes 52 seconds West 7.770 meters (25.49 feet) along the west line of said 2.3-acre tract; thence North 88 degrees 17 minutes 57 seconds West 133.659 meters (438.51 feet); thence South 1 degree 32 minutes 16 seconds West 5.000 meters (16.40 feet); thence North 88 degrees 33 minutes 25 seconds West 18.952 meters (62.18 feet) to the east line of said Tract 6; thence North 0 degrees 52 minutes 36 seconds East 11.943 meters (39.18 feet) along said east line to the point of beginning and said to contain 0.1212 hectares (0.299 acres), more or less.

Also, a part of the Northwest Quarter and a part of the Northwest Quarter of the Northeast Quarter of Section Thirty-two (32), Township Five (5) South, Range Eight (8) West, Warrick County, Indiana, described as follows: Commencing at the northeast corner of said quarter-quarter section; thence North 88 degrees 38 minutes 31 seconds West 60.960 meters (200.00 feet) along the north line of said quarter-quarter section to the northwest corner of a 1.12-acre tract of land described in Deed Record 129, page 431, in the Office of the Recorder of Warrick County, Indiana; thence South 0 degrees 34 minutes 59 seconds West 15.241 meters (50.00 feet) along the west line of said 1.12-acre tract to the south boundary of S.R. 62 and the point of beginning of this description: thence South 0 degrees 34 minutes 59 seconds West 15.210 meters (49.90 feet) along said west line; thence South 87 degrees 35 minutes 32 seconds West 81.857 meters (268.56 feet); thence North 88 degrees 19 minutes 57 seconds West 100.000 meters (328.08 feet); thence North 86 degrees 02 minutes 31 seconds West 200.160 meters (656.69 feet); thence North 88 degrees 10 minutes 48 seconds West 87.284 meters (286.37 feet-) to- the east line-of a 2.3 acre tract of land described in Deed Record 128, page 115, in the Office of the Recorder of Warrick County, Indiana; thence North 0 degrees 40 minutes 52 seconds East 10.262 meters (33.67 feet) along said east line to the south boundary of said S.R. 62; thence South 88 degrees 38 minutes 31 seconds East 468.830 meters (1,538.15 feet) along said south boundary to the point of beginning and said to contain 0.7519 hectares (1.858 acres), more or less; AND ALSO

EXCEPTION #5: Part of the Northwest quarter of the Northwest quarter of Section Thirty-two (32), Township Five (5) South, Range Eight (8) West, more particularly described as follows:

Commencing at a point 861.48 feet east and 300 feet south of the Northwest corner of said quarter quarter section, thence South 75 feet; thence West 200 feet parallel with the center line of Indiana State Road #62; thence North 75 feet; thence East parallel with the center line of Indiana State Road #62 200 feet to the point

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010-UN ALTA Commitment for Title Insurance Schedule A (07-01-2021)



## SCHEDULE A

(Continued)

of beginning, said to contain 0.344 acre, more or less.

This conveyance is also made SUBJECT TO the Railroad originally known as Lake Erie, Evansville and Southwestern Railway Company (now Southern Railway) originally set out in a Quit Claim Deed dated August 12, 1880 and appearing of record in Deed Volume #35 at page #330 in the office of the Warrick County Recorder, said to contain 6.49 acres more or less, for such railway;

and said to contain in all after said exceptions, and after said railway, 176.182 acres, more or less.

### STEWART TITLE GUARANTY COMPANY

Bosse Title Company, LLC



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Jeffrey H. Bosse, President

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010-UN ALTA Commitment for Title Insurance Schedule A (07-01-2021)





# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART I

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## Requirements

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All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records
  - a. Trustee's Deed from Steven A. Bennett, Trustee of The Alan G. Bennett Revocable Living Trust U/T/A December, 12, 1994 to TBD.
  - b. Mortgage from TBD to TBD, securing the principal amount of \$0.00.
5. Company must be furnished that portion of Alan G. Bennett Revocable Living Trust U/T/A 12/12/94, as amended, establishing the trustee of said trust and any portion of the trust setting forth the guidelines that the trustee must follow in the execution of deeds. Upon review of such, Company reserves the right to make additional requirements.
6. NOTE: IF THE OWNERSHIP OF THE INSURED PARCELS IS SEVERED, THERE MAY NOT BE LEGAL ACCESS TO A PUBLIC ROADWAY, ABSENT AN EASEMENT AGREEMENT. CURRENTLY, THE PARCELS ALL GAIN ACCESS VIA PARCELS 87-09-32-100-001.000-002, 87-09-32-100-003.000-002 and 87-09-32-200-006.000-002 .
7. For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured which is acceptable to the Company. The Company may amend this commitment to add, among other matters, additional exceptions or requirements after being provided the designation of the Proposed Insured.
8. The Proposed Policy Amount(s) must be modified to the full value of the estate or interest being insured, and any additional premium must be paid. The Proposed Policy Amount for an owner's policy should reflect the contract sales price unless the Company is furnished with a current appraisal indicating a different value. The Proposed Policy Amount for a loan policy will not be issued for an amount less than the principal amount of the mortgage debt or no more than 20% in excess of the principal debt in order to cover interest, foreclosure costs, etc. Proposed Policy Amount(s) will be revised, and premiums will be charged per the Company's Rate Manual then in effect when the final amounts of insurance are approved.

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010-UN ALTA Commitment for Title Insurance Schedule BI (07-01-2021)



## SCHEDULE B PART I

(Continued)

9. You must tell us in writing if the determination is made that the property to be insured includes a mobile home or any type of manufactured housing. Additional requirements may be imposed after said determination, including, but not limited to the proposed mortgage must state that it is securing the land and the mobile/manufactured unit as part of the real estate.
10. Title Company must be provided evidence that the Homeowners Association fees are paid current.

NOTE: Pursuant to the "Real Property Sales Disclosure Act", the disclosure of sale information form must be filed with the County Auditor and County Recorder before the above required deed(s) will be accepted for recording.

Note for Information: Effective July 1, 2013, SEA 370 requires title companies acting as a settlement or closing agent to issue a closing protection letter for a fee to a lender, borrower, buyer and seller in residential real estate transactions in which a title policy is to be issued. The closing protection letter provides coverage against any loss of settlement funds (under the terms and provisions of the closing protection letter) that results from: 1) theft or misappropriation of settlement funds; and 2) failure to comply with written closing instructions agreed to by the title company to the extent that items (1) and (2) relate to the status of title to or the validity, enforceability and priority of the lien of the mortgage on the party's interest in the land.

NOTE: By virtue of I.C. 27-7-3.6, a Title Insurance Enforcement Fund Fee (TIEFF) of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006.

NOTE: Documents presented for recordation should have the following statement to be located near the foot of the document near the preparation statement.

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 (Signature) and (Printed Name).

INFORMATIONAL NOTE: In order to delete the standard survey exceptions from the loan policy, for new construction, the Title Company must be furnished with a foundation survey for review. Upon review, Title Company reserves the right to make additional requirements/exceptions.

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File No.: 24-06103

010-UN ALTA Commitment for Title Insurance Schedule BI (07-01-2021)



# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

## SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### Exceptions

File No.: 24-06103

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.

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File No.: 24-06103

010-UN ALTA Commitment for Title Insurance Schedule BII (07-01-2021)



## SCHEDULE B, PART II

(Continued)

7. Taxes for the year 2023, payable in 2024 and all taxes for subsequent years. Boon Township; Tax Code No. 87-09-32-100-108.000-003; Assessed in the name of Steven A. Bennett, Trustee of The Alan G. Bennett Revocable Living Trust; Assessed as Agricultural- Vacant Land; Assessed Value of Land \$7,300; Assessed Value of Improvements \$0; Homestead Exemption \$0; Homestead Supplemental \$0; May installment \$73.00, paid; November installment \$73.00, paid.

Storm Water Special Assessment for the year 2023, payable in 2024, and all assessments for subsequent years. Boon Township; Tax Code No. 87-09-32-100-108.000-003; Assessed in the name of Steven A. Bennett, Trustee of The Alan G. Bennett Revocable Living Trust; May installment \$30.00 paid; November installment \$30.00 paid.

Assessed on PT NW S32 T5 R8 6 A

Taxes for the year 2023, payable in 2024 and all taxes for subsequent years. Boon Township; Tax Code No. 87-09-32-100-039.000-002; Assessed in the name of Steven A. Bennett, Trustee of The Alan G. Bennett Revocable Living Trust; Assessed as Agricultural- Vacant Land; Assessed Value of Land \$1,300; Assessed Value of Improvements \$0; Homestead Exemption \$0; Homestead Supplemental \$0; May installment \$19.17, paid; November installment \$0.

Assessed on PT NW S32 T5 R8 .776 A EXC OIL & GAS

Taxes for the year 2023, payable in 2024 and all taxes for subsequent years. Boon Township; Tax Code No. 87-09-32-100-003.000-002; Assessed in the name of Steven A. Bennett, Trustee of The Alan G. Bennett Revocable Living Trust; Assessed as Agricultural- Vacant Land; Assessed Value of Land \$800; Assessed Value of Improvements \$0; Homestead Exemption \$0; Homestead Supplemental \$0; May installment \$11.80, paid; November installment \$0.

Assessed on PT NW NE S32 T5 R8 .37 A Easement no longer exists

Taxes for the year 2023, payable in 2024 and all taxes for subsequent years. Boon Township; Tax Code No. 87-09-32-200-006.000-002; Assessed in the name of Steven A. Bennett, Trustee of The Alan G. Bennett Revocable Living Trust; Assessed as Agricultural- Vacant Land; Assessed Value of Land \$41,700; Assessed Value of Improvements \$0; Homestead Exemption \$0; Homestead Supplemental \$0; May installment \$307.46, paid; November installment \$307.46, paid.

Assessed on PT NW NE S32 T5 R8 31.602 A

Taxes for the year 2023, payable in 2024 and all taxes for subsequent years. Boon Township; Tax Code No. 87-09-32-100-001.000-002; Assessed in the name of Steven A. Bennett, Trustee of The Alan G. Bennett Revocable Living Trust; Assessed as Agricultural- Cash Grain/General Farm; Assessed Value of Land \$246,900; Assessed Value of Improvements \$141,800; Homestead Exemption \$48,000; Homestead Supplemental \$41,480; May installment \$2,206.16, paid; November installment \$2,206.16, paid.

Storm Water Special Assessment for the year 2023, payable in 2024, and all assessments for subsequent years. Boon Township; Tax Code No. 87-09-32-100-001.000-002; Assessed in the name of Steven A. Bennett, Trustee of The Alan G. Bennett Revocable Living Trust; May installment \$27.00 paid; November installment \$27.00 paid.

Assessed on PT NW S32 T5 R8 137.427 A

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File No.: 24-06103

010-UN ALTA Commitment for Title Insurance Schedule BII (07-01-2021)



## SCHEDULE B, PART II

(Continued)

Taxes for the year 2024, payable in 2025, are now a lien, but not yet due and payable.

Because of the reassessment of Indiana real estate, no guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

8. Rights-of-way for drainage tiles, ditches, feeders and laterals, if any.
9. Rights of the public, State of Indiana, County of Warrick and the municipality in and to that part of the premises taken or used for road purposes.
10. Right-of-Way granted to Kentucky Natural Gas Corporation dated October 17, 1933 and recorded January 29, 1934 in Misc Record 18, Pages 495-597.
11. Terms and provisions set forth in the Warranty Deed dated October 4, 1963 and recorded October 11, 1963 in Deed Record 129, Page 431.
12. Right of Way Deed granted to Aluminum Company of America dated September 28, 1987 and recorded October 5, 1987 in Deed File #3, Card #1479.
13. Deed of Right of Way granted to S.B. Stegall recorded November 3, 1986 in Deed File #2, Card #18315.
14. Amendment to Deed of Right of Way between Alan G. Bennett, Patricia A. Bennett and Aluminum Company of America dated July 30, 1988 and recorded August 5, 1988 in Deed File #3, Card #3195.
15. Easement for Right of Way granted to Southern Indiana Gas and Electric Company dated October 10, 1961 and recorded January 11, 1990 in Deed File #3, Card #8318.
16. Right of Way Agreement granted to Texas Gas Transmission Corporation, a Delaware Corporation, dated August 30, 2002 and recorded September 6, 2002 as Document No. 2002R-012450.
17. Meter Site Easement granted to Texas Gas Transmission Corporation, a Delaware Corporation, dated August 20, 2002 and recorded September 6, 2002 as Document No. 2002R-012451.
18. Meter Site Easement granted to Boonville Gas Corporation dated September 10, 2009 and recorded September 10, 2009 as Document No. 2009R-009142.
19. Oil and Gas Lease by and between Alan Gough Bennett and Patricia Bennett, husband and wife, Lessor and John Burley Scales, Lessee, dated July 27, 1984 and recorded July 27, 1984 in Misc. File #2, Card #13760.
20. Agreement for Right of Way granted to Boonville Natural Gas Corporation, an Indiana corporation, dated March 6, 1990 and recorded March 8, 1990 in Deed File #3, Card #8734.
21. Agreement for Right of Way granted to Boonville Natural Gas Corporation, an Indiana corporation, dated March 13, 1996 and recorded December 3, 1996 as Document No. 1996R-011433.
22. Terms and provisions set forth in the Warranty Deed dated March 4, 1999 and recorded June 11, 1999 as Document No. 1999R-007453.

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File No.: 24-06103

010-UN ALTA Commitment for Title Insurance Schedule BII (07-01-2021)



## SCHEDULE B, PART II

(Continued)

23. Access from that part of the insured premises described as 87-09-32-100-108.000-003 and 87-09-32-100-039.000-002 to S.R. 62, which is gained over adjacent property described as 87-09-32-100-001.000-002, 87-09-32-100-003.000-002 and 87-09-32-200-006.000-002.  
  
NOTE: In the event that the ownership of the parcels is severed without an adequate easement for ingress and egress, there will be no access to that part described as 87-09-32-100-108.000-003 and 87-09-32-100-039.000-002
24. Any right, title or interest of railroad in and to right-of-way for railroad switch track, spur, track railway facilities and other related easements, if any, on or across the land, including, but not limited to the conveyance in Quitclaim Deed dated August 12, 1880 and recorded in Deed Volume 35, Page 330.
25. Rights of all upper and lower riparian owners and the public in general in and to the waters of and to the uninterrupted natural unpolluted flow thereof. The policy to be issued will not guarantee nor insure riparian rights.
26. Any mobile/manufactured home located upon the real estate set out in Schedule A is not to be considered a part of said real estate and no insurance is afforded to said mobile/manufactured home.
27. The reference to acreage is shown merely to aid in the identification of the insured premises and this policy shall not be construed as insuring such quantity of land.
28. Any loss incurred by reason of split of real estate set forth in Schedule A without prior approval of the County Area Plan Commission and County Assessor.
29. Covenants, conditions, agreements, declarations and restrictions, if any, appearing in the public record.
30. Any easements or servitudes appearing in the public records.
31. Any lease, grant, exceptions or reservation of minerals or mineral rights appearing in the public records.
32. The address, if any, is set forth for informational purposes only. The company assumes no liability and no insurance is granted for the common address of the insured premises.
33. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservation of interests that are not listed.
34. Any discrepancies between the actual boundaries of the land and the apparent boundaries indicated by fences, planting or other improvements.
35. All existing sewer agreements and any easement, either created thereby or used pursuant thereto.
36. Any possible charges for sewer services, charges and/or connection charges.
37. Any possible ditch assessments or special assessments.

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File No.: 24-06103

010-UN ALTA Commitment for Title Insurance Schedule BII (07-01-2021)



## SCHEDULE B, PART II

(Continued)

38. There is the possibility of easements in favor of Southern Indiana Gas and Electric Company, its successors and/or assigns, which have been recorded outside the chain of title and which are expressly excluded from coverage of this title policy. (APPLIES TO OWNER'S POLICY ONLY).

Note: Upon request, Title Company will provide client with an "Outside the Chain of Title Application Form" which client may choose to submit, at their expense, to CenterPoint Energy, successor in interest to Southern Indiana Gas and Electric Company. Upon receipt of a letter from CenterPoint Energy either stating that there are no easements outside the chain of title, or listing specific easements that are of record outside the chain of title, the above exception regarding possible easements will be deleted, and said specific easements, if any, will be added as exceptions to the title commitment.

NOTE: All recording references herein pertain to the records of the Office of the Recorder of Warrick County, Indiana.

FOR COMMITMENT AND OWNER'S POLICY ONLY, TO BE DELETED ON FINAL LOAN POLICY:

NOTE: Indiana Code 8-1-26 provides for the recordation of a Notice of Underground Facilities. The proposed insured is invited to make inquiry of all operators of such facilities if the possibility of underground facilities is of concern to the proposed insured. No search has been made for Notices of Underground Facilities which may have been recorded.

NOTE: AN OWNER'S POLICY ISSUED IN CONNECTION WITH THIS COMMITMENT WILL CONTAIN THE FOLLOWING PRE-PRINTED EXCEPTIONS:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties other than Insured in actual possession of any or all of the property.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land Survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
4. Unfiled mechanics' or materialmen's liens.
5. Easements or claims of easements, not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public record.

Note: The Policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

**NOTE: Indiana state law, effective July 1, 2023, prohibits ownership of certain real property by certain foreign parties. This law can be found at Indiana Code § 1-1-16-1, et seq. ("the Act"). Any loss or damage resulting from a violation of the Act is excluded under the terms of the Policy.**

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File No.: 24-06103

010-UN ALTA Commitment for Title Insurance Schedule BII (07-01-2021)



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**  
**EXHIBIT A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**EXHIBIT A**

The Land is described as follows:

The Northwest Quarter of Section Thirty-two (32), and also the Northwest Quarter of the Northeast Quarter of Section Thirty-two (32), both in Township Five (5) South, Range Eight (8) West, less the following five (5) exceptions:

**EXCEPTION #1:** Part of the Northwest Quarter of Section Thirty-two (32), Township Five (5) South, Range Eight (8) West, commencing in the center of U. S. Highway #460 (also now known as Indiana State Road #62) at a point which is 1461.48 feet east of the intersection of the center line of a public road running North and South adjacent to and east of Center Cemetery and the center line of said State Road #62, at a point which is 50 feet North of the Northeast corner of Tract #6 as designated on a plat of survey for Alan G. Bennett of part of the Northwest Quarter of Section Thirty-two (32), Township Five (5) South, Range Eight (8) West dated September 4, 1955 by Edward G. Bottomly and recorded October 1, 1955 in Plat Book 4 page 25 in the Office of the Recorder of Warrick County, Indiana; thence South along the East line of said Tract #6 a distance of 300 feet to a point which is the southeast corner of said tract #6; thence West and parallel to the centerline of State Road #62 a distance of 600 feet to a point which is the southwest corner of Tract #1 in the above described plat [Plat Book 4 page 25]; thence continuing West and parallel to the centerline of State Road #62 a distance of 200 feet to a point which is the northwest corner of a tract reconveyed to the above grantors from Jeffrey T. Gore and Susan E. Gore by Warranty deed dated May 24, 1993 and appearing of record in Deed File #3, Card #14621 in the office of the Warrick County Recorder; thence North 300 feet to the center of State Road #62; thence East along the center line of said road 800 feet to the place of beginning, said to contain 5.52 acres more or less in said exception #1; AND ALSO

**EXCEPTION #2:** Part of the Northwest Quarter of Section Thirty-two (32), Township Five (5) South, Range Eight (8) West bounded as follows:

Commencing at a point in the center of Indiana State Road #62 a distance of one thousand nine hundred sixty-four and forty-eight hundredths (1964.48) feet East of the Northwest corner of the Northwest Quarter of said Section Thirty-two (32); thence South 500 feet to an iron pin; thence East 200 feet to an iron pin; thence North 500 feet to the center of the above described State Road #62; thence West 200 feet to the Place of Beginning, and containing 2.3 acres more or less in said exception #2, being the same realty conveyed by the Grantors herein to James Otto Hormuth, et ux, by Warranty Deed dated December 29, 1962 and recorded January 2, 1963 in Deed Record 128 page 115 in the Office of the Recorder of Warrick County, Indiana; AND ALSO

**EXCEPTION #3:** A tract of land 200 feet of even width off of the entire East side of the Northwest Quarter of the Northeast Quarter of Section Thirty-two (32), Township Five (5) South, Range Eight (8) West said to contain 6.0 acres more or less in said exception #3; AND ALSO

**EXCEPTION #4:** A part of the Northwest Quarter of Section Thirty-two (32), Township Five (5) South, Range Eight (8) West, Warrick County, Indiana, described as follows: Commencing at the northwest corner of said quarter section; thence South 88 degrees 38 minutes 31 Seconds East 208.142 meters (682.88 feet) along the north line of said quarter section to the northwest corner of a 2.5-acre tract of land described in Deed File 2, card 16370, in the Office of the Recorder of Warrick County, Indiana; thence South 0 degrees 52 minutes 36 seconds West 15.241 meters (50.00 feet) along the west line of said 2.5-acre tract to the south boundary of S.R. 62 and the point of beginning of this description: thence South 0 degrees 52 minutes 36 seconds West 14.317 meters (46.97 feet) along said west line; thence North 87 degrees 38 minutes 29 seconds west 96.359 meters (316.14 feet); thence North 85 degrees 43 minutes 32 seconds West 80.777 meters (265.02 feet); thence South 6 degrees 21 minutes 21 seconds West 151.265 meters (496.28 feet); thence North 87 degrees 50 minutes 47 seconds West 4.539 meters (14.89 feet) to the east boundary of County Road 500 west; thence North 0 degrees 52 minutes 36



## EXHIBIT A

(Continued)

seconds East 151.625 meters (497.46 feet) along the east boundary of said County Road 500 West to the southeastern boundary of the intersection of said County Road 500 West and S.R. 62; thence North 40 degrees 27 minutes 05 seconds East 9.705 meters (31.84 feet) along the boundary of the intersection of said County Road 500 West and said S.R. 62 to the south boundary of said S.R. 62; thence South 88 degrees 38 minutes 31 seconds East 189.766 meters (622.59 feet) along said south boundary to the point of beginning and said to contain 0.4062 hectares (1.004 acres), more or less.

Also, a part of the Northwest Quarter of Section Thirty-two (32), Township Five (5) South, Range Eight (8) West, Warrick County, Indiana, described as follows: Commencing at the northwest corner of said quarter section; thence South 88 degrees 38 minutes 31 seconds East 451.982 meters (1,482.88 feet) along the north line of said quarter section; thence South 0 degrees 52 minutes' 36 seconds West 15.241 meters (50.00 feet) to the south boundary of S.R. 62 and the point of beginning of this description, which point is also the northeast corner of Tract 6 as designated on a plat of survey for Alan G. Bennett, the plat of which survey is recorded in Plat Book 4, page 25, in the Office of the Recorder of Warrick County, Indiana: thence South 88 degrees 38 minutes 31 seconds East 152.633 meters (500.76 feet) along the boundary of said S.R. 62 to the west line of a 2.3-acre tract of land described in Deed Record 128, page 115, in the Office of the Recorder of Warrick County, Indiana; thence South 0 degrees 40 minutes 52 seconds West 7.770 meters (25.49 feet) along the west line of said 2.3-acre tract; thence North 88 degrees 17 minutes 57 seconds West 133.659 meters (438.51 feet); thence South 1 degree 32 minutes 16 seconds West 5.000 meters (16.40 feet); thence North 88 degrees 33 minutes 25 seconds West 18.952 meters (62.18 feet) to the east line of said Tract 6; thence North 0 degrees 52 minutes 36 seconds East 11.943 meters (39.18 feet) along said east line to the point of beginning and said to contain 0.1212 hectares (0.299 acres), more or less.

Also, a part of the Northwest Quarter and a part of the Northwest Quarter of the Northeast Quarter of Section Thirty-two (32), Township Five (5) South, Range Eight (8) West, Warrick County, Indiana, described as follows: Commencing at the northeast corner of said quarter-quarter section; thence North 88 degrees 38 minutes 31 seconds West 60.960 meters (200.00 feet) along the north line of said quarter-quarter section to the northwest corner of a 1.12-acre tract of land described in Deed Record 129, page 431, in the Office of the Recorder of Warrick County, Indiana; thence South 0 degrees 34 minutes 59 seconds West 15.241 meters (50.00 feet) along the west line of said 1.12-acre tract to the south boundary of S.R. 62 and the point of beginning of this description: thence South 0 degrees 34 minutes 59 seconds West 15.210 meters (49.90 feet) along said west line; thence South 87 degrees 35 minutes 32 seconds West 81.857 meters (268.56 feet); thence North 88 degrees 19 minutes 57 seconds West 100.000 meters (328.08 feet); thence North 86 degrees 02 minutes 31 seconds West 200.160 meters (656.69 feet); thence North 88 degrees 10 minutes 48 seconds West 87.284 meters (286.37 feet-) to- the east line-of a 2.3 acre tract of land described in Deed Record 128, page 115, in the Office of the Recorder of Warrick County, Indiana; thence North 0 degrees 40 minutes 52 seconds East 10.262 meters (33.67 feet) along said east line to the south boundary of said S.R. 62; thence South 88 degrees 38 minutes 31 seconds East 468.830 meters (1,538.15 feet) along said south boundary to the point of beginning and said to contain 0.7519 hectares (1.858 acres), more or less; AND ALSO

EXCEPTION #5: Part of the Northwest quarter of the Northwest quarter of Section Thirty-two (32), Township Five (5) South, Range Eight (8) West, more particularly described as follows:

Commencing at a point 861.48 feet east and 300 feet south of the Northwest corner of said quarter quarter section, thence South 75 feet; thence West 200 feet parallel with the center line of Indiana State Road #62; thence North 75 feet; thence East parallel with the center line of Indiana State Road #62 200 feet to the point of beginning, said to contain 0.344 acre, more or less.

This conveyance is also made SUBJECT TO the Railroad originally known as Lake Erie, Evansville and Southwestern Railway Company (now Southern Railway) originally set out in a Quit Claim Deed dated August 12, 1880 and appearing of record in Deed Volume #35 at page #330 in the office of the Warrick County Recorder, said to contain 6.49 acres more or less, for such railway;

**EXHIBIT A**  
(Continued)

and said to contain in all after said exceptions, and after said railway, 176.182 acres, more or less.