

## **NOTICE OF SALE OF THE WELLS COUNTY FARM**

The Board of Commissioners of the County of Wells ("the Commissioners") will sell to the highest and best bidder the real estate, commonly known and hereinafter referred to as "the Wells County Farm", in Wells County, in the State of Indiana, located approximately on County Home Road and 350 South, in Sections 22 and 23, Township 26 North, Range 12 East, Harrison Township, Wells County, State of Indiana, and estimated to contain 235.38 acres, which real estate is more particularly described as follows, to-wit:

### **TRACT ONE:**

**Parcel ID: 90-08-22-100-003.000-003, believed to contain a total of 116.57 acres, more or less:**

The west half of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section Twenty-Two (22), Township Twenty-Six (26) North, Range Twelve (12) East. Containing one hundred and twenty (120) acres, more or less, according to Government Survey.

EXCEPTING THEREFROM: A part of the Northeast Quarter of Section 22, Township 26 North, Range 12 East, Wells County, Indiana, described as follows: Starting at the southeast corner of said Northeast Quarter marked by a railroad spike which shall be the place of beginning; thence westerly 440.0 feet on the south line of said Northeast Quarter to a PK nail; thence northerly deflecting right 89 degrees 02 minutes, parallel to the east line of said Northeast Quarter, 31.0 feet to a standard corner marker (5/8 inch x 15 inch reinforcing bar stake with an aluminum cap stamped Higman, 10025); thence northerly 309.0 feet on an extension of the last above described line to a standard corner marker; thence easterly deflecting right 90 degrees 58 minutes, parallel to the south line of said Northeast Quarter, 440.0 feet to a standard corner marker on the east line of said Northeast Quarter; thence southerly, deflecting right 89 degrees 02 minutes, on the east line of said Northeast Quarter 309.0 feet to a standard corner marker; thence southerly on the east line of said Northeast Quarter, 31.0 feet to the place of beginning. Containing in all 3.43 acres. Subject to the right-of-way of County Road Number 350 South. All as shown on a Plat of Survey Number 4050, dated December 2, 1969, by R. K. Higman, Land Surveyor Number 10025, Indiana.

### **TRACT TWO:**

**Parcel ID: 90-08-23-300-001.000-003, believed to contain a total of 115.98 acres, more or less:**

The Southwest Quarter of Section 23, Township 26 North, Range 12 East, containing one hundred and sixty (160) acres of land according to Government Survey. EXCEPTING THEREFROM: Commencing at the southeast corner of the Southeast Quarter of the Southwest Quarter of Section 23, Township 26 North, Range 12 East, aforesaid; thence running west thirteen (13) rods; thence running north eighty-two (82) rods and

eighteen (18) links; thence east twenty-five (25) rods and sixteen (16) links; thence south eighty-one (81) rods and sixteen (16) links to the place of beginning. This tract contains 150.25 acres, more or less.

**ALSO EXCEPT THEREFROM:** Part of the Southwest Quarter of Section 23, Township 26 North, Range 12 East, Harrison Township, Wells County, Indiana, described as follows: Starting at the northwest corner of said Southwest Quarter found per record witness; thence easterly, 1978.00 feet along the north line of said Southwest Quarter to a mag nail on the centerline of County Home Road; thence southeasterly, deflecting right 76 degrees 01 minutes 45 seconds, 109.00 feet along said centerline to a mag nail; thence southeasterly, deflecting right 04 degrees 47 minutes 13 seconds, 267.26 feet along said centerline to a mag nail, which shall be the place of beginning; thence continuing southeasterly, 720.79 feet along an extension of the last described line to a mag nail; thence westerly, deflecting right 96 degrees 58 minutes 47 seconds, 493.00 feet to a 5/8 inch rebar stake; thence northerly, deflecting right 91 degrees 09 minutes 00 seconds, 460.00 feet to a 5/8 inch rebar stake; thence westerly, deflecting left 88 degrees 56 minutes 45 seconds, 57.00 feet to a 5/8 inch rebar stake; thence northerly, deflecting right 89 degrees 35 minutes 45 seconds, 75.00 feet to a 5/8 inch rebar stake; thence easterly, deflecting right 90 degrees 24 minutes 15 seconds, 111.00 feet to a 5/8 inch rebar stake; thence northerly, deflecting left 93 degrees 42 minutes 15 seconds, 196.00 feet to a 5/8 inch rebar stake; thence easterly, deflecting right 93 degrees 42 minutes 15 seconds, 345.25 feet to the place of beginning. Containing 7.20 acres, more or less.

**ALSO EXCEPT THEREFROM:** Part of the Southwest Quarter of Section 23, Township 26 North, Range 12 East, Harrison Township, Wells County, Indiana, described as follows: Starting at the northwest corner of said Southwest Quarter found per record witness; thence easterly, 1554.00 feet along the north line of said Southwest Quarter to a mag nail which shall be the place of beginning; thence southerly, deflecting right 88 degrees 56 minutes 19 seconds, 1103.97 feet to a 5/8 inch rebar stake; thence easterly, deflecting left 91 degrees 08 minutes 35 seconds, 95.00 feet to a 5/8 inch rebar stake at the southwest corner of the 7.20 acre tract described in Deed Record 148, Page 889; thence along the west and north lines of said 7.20 acre tract the following six (6) courses: thence northerly, deflecting left 88 degrees 51 minutes 00 seconds, 460.00 feet to a 5/8 inch rebar stake; thence westerly, deflecting left 88 degrees 56 minutes 45 seconds, 57.00 feet to a 5/8 inch rebar stake; thence northerly, deflecting right 89 degrees 35 minutes 45 seconds, 75.00 feet to a 5/8 inch rebar stake; thence easterly, deflecting right 90 degrees 24 minutes 15 seconds, 111.00 feet to a 5/8 inch rebar stake; thence northerly, deflecting left 93 degrees 42 minutes 15 seconds, 196.00 feet to a 5/8 inch rebar stake; thence easterly, deflecting right 93 degrees 42 minutes 15 seconds, 345.25 feet to a mag nail on the centerline of County Home Road; thence northwesterly, deflecting left 99 degrees 11 minutes 02

seconds, 267.26 feet along said centerline to a mag nail; thence northwesterly, deflecting left 04 degrees 47 minutes 13 seconds, 109.00 feet along said centerline to a mag nail on the north line of said Southwest Quarter; thence westerly, deflecting left 76 degrees 01 minutes 45 seconds, 424.00 feet along said north line to the place of beginning, containing 5.62 acres, more or less. Subject to: the right-of-way of County Home Road and rights-of-way and easements of record. All as shown by Stody Associates, Professional Land Surveyors, on Plat of Survey Number W-13444A.

ALSO EXCEPT THEREFROM: Part of the north half of the Southwest Quarter of Section 23, Township 26 North, Range 12 East, Harrison Township, Wells County, Indiana, described as follows: starting at the northwest corner of said Southwest Quarter found per record witness; thence easterly, 1978.00 feet along the north line of said Southwest Quarter to a mag nail in the centerline of County Home Road, which shall be the place of beginning; thence southerly, deflecting right 75 degrees 59 minutes 08 seconds, 109.00 feet along said centerline to a mag nail; thence southerly, deflecting right 04 degrees 47 minutes 13 seconds, 988.05 feet along said centerline and the east line of the 12.82 acre tract described in Deed Record 148, Page 889 to a mag nail at the southeast corner of said 12.82 acre tract; thence southerly, deflecting right 00 degrees 30 minutes 25 seconds, 259.37 feet along said centerline to a mag nail on the south line of the north half of said Southwest Quarter; thence easterly, deflecting left 81 degrees 23 minutes 16 seconds, 449.63 feet along said south line to a 5/8-inch rebar stake on the east line of said Southwest Quarter; thence northerly, with an enclosed angle of 89 degrees 43 minutes 07 seconds, 1336.58 feet to the northeast corner of said Southwest Quarter found per record witness; thence westerly, with an enclosed angle of 90 degrees 23 minutes 26 seconds, 663.92 feet along the north line of said Southwest Quarter to the place of beginning. Containing 16.93 acres more or less. Subject to: the right-of-way of County Road 350 South, County Home Road, a legal open drain known as the "Six Mile Creek" and rights-of-way and easements of record. All as shown by Stody Associates, Professional Land Surveyors, on Plat of Survey Number W-15221.

ALSO EXCEPT THEREFROM: Part of the Southwest Quarter of Section 23, Township 26 North, Range 12 East, Harrison Township, Wells County, Indiana, being an original survey as surveyed by Joel A. Hoehn, Indiana Professional Surveyor #87-0002 and shown on plat of survey certified on July 30, 2021, as the Stody Associates Job Number W-16220 (all monuments referenced herein are set or found on the aforesaid Hoehn survey), described as follows: Starting at the northeast corner of said Southwest Quarter found per record witness; thence north 89 degrees 35 minutes 05 seconds west (assumed and the basis for these bearings), 663.92 feet along the north line of said Southwest Quarter to a mag nail on the centerline of County Home Road; thence along said centerline the following three (3) courses: thence south 13 degrees 36 minutes 57 seconds east, 108.64 feet to a mag nail; thence south

08 degrees 46 minutes 47 seconds east, 988.05 feet to a mag nail; thence south 08 degrees 33 minutes 38 seconds east, 913.06 feet to a mag nail with "Hoehn" I.D. washer, which shall be the place of beginning; thence north 80 degrees 32 minutes 03 seconds east, 28.02 feet to a standard corner marker (5/8 inch x 24 inch rebar stake with "Hoehn" I.D. cap); thence south 08 degrees 50 minutes 05 seconds east, 25.00 feet to a standard corner marker; thence south 80 degrees 32 minutes 03 seconds west, 618.52 feet to a standard corner marker; thence north 09 degrees 27 minutes 57 seconds west, 40.00 feet to a point in a legal open drain known as "Charles Boyer"; thence north 30 degrees 07 minutes 42 seconds east, 218.70 feet in said open drain; thence north 84 degrees 09 seconds 14 seconds east, 244.05 feet to a standard corner marker; thence south 16 degrees 25 minutes 39 seconds east, 169.37 feet to a standard corner marker; thence north 80 degrees 32 minutes 03 seconds east, 187.30 feet to the place of beginning. Containing 1.70 acres more or less. Subject to: the right-of-way of County Home Road, a legal open drain known as the "Charles Boyer" and rights-of-way and easements of record.

ALSO EXCEPT THEREFROM: All that part of Parcel ID: 90-08-23-300-001.000-003 lying north of the 1.70 acres tract surveyed by Joel A. Hoehn, Indiana Professional Surveyor #87-0002 and shown on plat of survey certified on July 30,2021, as the Stody Associates Job Number W-16220, and south of the legal open drain known as the "Charles Boyer," containing 2.83 acres more or less.

**TRACT THREE:**

All that part of Parcel ID: 90-08-23-300-001.000-003 lying north of the 1.70 acres tract surveyed by Joel A. Hoehn, Indiana Professional Surveyor #87-0002 and shown on plat of survey certified on July 30,2021, as the Stody Associates Job Number W-16220, and south of the legal open drain known as the "Charles Boyer," containing 2.83 acres more or less.

1. Bids for the Wells County Farm will be received, beginning on October 8, 2021, until noon on November 9, 2021, at the office of the Auditor of Wells County, Indiana, 102 West Market Street, Suite 205, Bluffton, Indiana 46714, whose office is located on the second floor of the Wells County Courthouse, 102 West Market Street, in Bluffton, Indiana; or alternatively, to place a confidential phone, mail or wire bid, please contact Rick Johnloz at 260-827-8181, at least two days prior to the sale.

2. The Commissioners, after the Wells County Farm was appraised, have determined, based on the appraisals by Neal Worden and Rita Ann Gabriel and the Commissioners' knowledge of the property, that the minimum bid for the County Farm, offered for sale as three tracts is: **\$800,506 for TRACT ONE** as hereinafter described, also known as Parcel ID: 90-08-22-100-003.000-003, believed to contain a total of 116.57 acres, **\$796,454 for TRACT TWO** as hereinafter described, also known as the remainder

of Parcel ID: 90-08-23-300-001.000-003, after reduction of of 2.83 acres, believed to contain a total of 115.98 acres, and **\$8,000 for TRACT THREE** as hereinafter described, also known as part of Parcel ID: 90-08-23-300-001.000-003, believed to contain a total of 2.83 acres, more or less. Said real estate shall be offered for sale as three tracts and in combination, whichever is greater.

3. The sale of the Wells County Farm will take place on November 9, 2021, commencing at 6:30 PM at the Wells County 4H Park Community Center, 1245 4-H Park Road, Bluffton, Indiana 46714. The Commissioners have engaged an auctioneer licensed under IC 25-6.1 to conduct a sale by public auction.

4. Live auction Bidders or their authorized representatives must be present.

5. The Commissioners will open the bids for the Wells County Farm on November 9, 2021, commencing at 6:30 PM at the Wells County 4H Park Community Center, 1245 4-H Park Road, Bluffton, Indiana 46714, and announce and put into writing the highest bidder's bid. A bid must be open to public inspection. A bidder may raise the bidder's bid, and that raise takes effect after the Commissioners have given notice of that raise to the other bidders. The bidding shall continue until such time as a bidder's bid for the Wells County Farm is accepted by Commissioners.

6. The Commissioners reserve the right to refuse all bids for the Wells County Farm.

7. The sale of the Wells County Farm is subject to the approval of the Wells County Council.

8. A commitment for an owner's title insurance will be provided.

9. Ten percent (10%) of the winning bid price must be paid by the winning bidder at the time the bidding for the Wells County Farm is closed on the day of the auction with the balance due at closing. The down payment must be in the form of personal check, cashier's check, cash or corporate check. **YOUR BIDDING IS NOT CONTINGENT UPON FINANCING. BE SURE YOU HAVE FINANCING ARRANGED, IF NECESSARY, AND ARE CAPABLE OF PAYING CASH AT CLOSING.**

10. The Wells County Farm may not be sold or transferred to a person who is ineligible under IC 36-1-11-16.

11. If a bid for the Wells County Farm is submitted by a trust as defined in IC 30-4-1-4(a), the bidder must identify (a) each beneficiary of the trust, and (b) each settlor empowered to revoke or modify the trust.

12. The Wells County Farm will be sold in an "as is" condition.

13. Additional terms are as follows:

**PLEASE READ AND REVIEW THE REAL ESTATE TERMS THOROUGHLY PRIOR TO BIDDING ON ANY PROPERTY. IF YOU HAVE NOT READ AND UNDERSTAND THESE TERMS, DO NOT BID. BY BIDDING ON THE PROPERTY, BUYER AGREES TO ALL TERMS AND CONDITIONS SET FORTH AND ENTERS INTO A CONTRACTUAL AGREEMENT TO PURCHASE THE PROPERTY UNDER THE FOLLOWING TERMS AND CONDITIONS:**

**METHOD OF SALE:** Halderman Real Estate Services, Inc. (HRES), IN Auct. Lic. #AC69200019) will offer this property, commonly known and which may be hereinafter referred to as "the Wells County Farm", containing 235 acres, more or less, for sale at public auction on November 9, 2021, at 6:30 PM, at the Wells County 4H Park Community Center, 1245 4-H Park Road, Bluffton, Indiana 46714. This property will be offered in three tracts as individual units, in combination or as a whole farm. Each bid shall constitute an offer to purchase and the final bid, if accepted by the Seller, shall constitute a binding contract between the Buyer(s) and the Seller. The auctioneer will settle any disputes as to bids and his decision will be final. Bids for this property will be received, beginning on October 8, 2021, until noon on November 9, 2021, at the office of the Auditor of Wells County, Indiana, 102 West Market Street, Suite 205, Bluffton, Indiana 46714, whose office is located on the second floor of the Wells County Courthouse, 102 West Market Street, in Bluffton, Indiana; or alternatively, to place a confidential phone, mail or wire bid, please contact Rick Johnloz at 260-827-8181, at least two days prior to the sale.

**ACREAGE:** The acreages listed in sales brochures are estimates taken from the county assessor's records, FSA records and/or aerial photos.

**ZONING AND EASEMENTS:** This property is being sold subject to any and all easements of record. This property is subject to all state and local zoning ordinances.

**SURVEY:** The Seller reserve the right to determine the need for and type of survey provided. If an existing legal description is adequate for obtaining title insurance for the tract, no new survey will be completed. If the existing legal description is not sufficient to obtain title insurance, a survey will be completed, the cost of which will be shared 50/50 by the Seller and the Buyer(s). The Seller will choose the type of survey to be completed and warrants that it will be sufficient to provide an owner's title insurance policy for the tract. If a survey is completed, the purchase price for the surveyed tract will be adjusted, up or down, to the exact surveyed acres. The price per acre will be the auction price bid for the tract, divided by the tract acreage estimated in the auction brochure.

**FARM INCOME:** Seller will retain the 2021 farm income.

**DOWN PAYMENT:** 10% of the accepted bid down on the day of the auction with the balance due at closing. The down payment must be in the form of personal check, cashier's check, cash or corporate check. YOUR BIDDING IS NOT CONTINGENT UPON FINANCING. BE SURE YOU HAVE FINANCING ARRANGED, IF NECESSARY, AND ARE CAPABLE OF PAYING CASH AT CLOSING.

**APPROVAL OF BIDS:** The Seller reserves the right to accept or reject any and all bids. The sale of this property is subject to the approval of the Wells County Council. This property may not be sold or transferred to a person who is ineligible under IC 36-1-11-16. 11. If a bid for this property is submitted by a trust as defined in IC 30-4-1-4(a), the bidder must identify (a) each beneficiary of the trust, and (b) each settlor empowered to revoke or modify the trust.

**UPON CONCLUSION OF THE AUCTION:** Successful bidders must execute purchase agreements on tracts exactly as they have been bid. All successful live auction bidders must enter into a purchase agreement the day of the auction, immediately following the conclusion of the bidding. Any winning online auction bidder will be emailed a purchase agreement to print and is required to fully and correctly complete and properly sign the purchase agreement without any modifications. Any winning online auction bidder is to return the completed, signed purchase agreement to Halderman Real Estate Services, Inc. by email, fax, certified mail or delivered in person by 4:00 PM of the day following the auction. Along with the completed, signed purchase agreement, the winning bidder will be required to send the specified non-refundable earnest money deposit as stated in the purchase agreement. This non-refundable earnest money deposit will be held in escrow until closing and that amount will then be credited to the Buyer as part of the purchase price of this property. Wire transfer instructions and escrow agreement forms will be provided to the Buyer along with the purchase agreement after the auction. Buyer shall be responsible for all wire transfer fees.

Any winning online auction bidder not executing and returning the completed purchase agreement and earnest money deposit by 4:00 PM the day after the auction will be considered in default. Such default by the winning online auction bidder will result in that bidder's liability to both the Seller and Halderman Real Estate Services, Inc. Seller shall have the right to (a) declare the contractual agreement cancelled and recover full damage for its breach, (b) to elect to affirm the contractual agreement and enforce its specific performance or (c) Seller can resell the property either publicly or privately with Halderman Real Estate Services, Inc. and in such an event, the Buyer shall be liable for payment of any deficiency realized from the second sale plus all costs, including, but not limited to the holding costs of the property, the expenses of both sales, legal and incidental damages of both the Seller and Halderman Real Estate Services, Inc. In addition, Halderman Real Estate Services, Inc. also reserves the right to recover any damages separately from the breach of the Buyer.

Both the successful bidder and Seller shall indemnify Halderman Real Estate Services, Inc. for and hold harmless Halderman Real Estate Services, Inc. from any costs, losses, liabilities, or expenses, including attorney fees resulting from Halderman Real Estate

Services, Inc. being named as a party to any legal action resulting from either Bidder's or Seller's failure to fulfill any obligations and undertakings as set forth in the contractual agreement.

**DEED:** The Seller will provide a Warranty Deed at closing.

**EVIDENCE OF TITLE:** The Seller will provide an Owner's Title Insurance Policy to the Buyer(s). Each Buyer is responsible for a Lender's Policy, if needed. If the title is not marketable, then the purchase agreement(s) are null and void prior to the closing, and the Broker will return the Buyer's earnest money.

**BUYER'S PREMIUM:** The buyer's premium will be 1% of the purchase price.

**CLOSING:** The closing shall be on or before December 9, 2021. The Seller have the choice to extend this date if necessary.

**POSSESSION:** Possession of this property will be delivered at closing.

**REAL ESTATE TAXES:** The Seller will pay real estate taxes for 2021, due 2022. Buyer will be given a credit at closing for the 2021 real estate taxes due 2022 and will pay all taxes beginning with the spring 2022 installment and all taxes thereafter.

**DITCH ASSESSMENTS:** Buyer(s) will pay the 2022 ditch assessment and all assessments thereafter.

**MINERAL RIGHTS:** All mineral rights owned by the Seller will be conveyed to the Buyer(s).

**PROPERTY INSPECTION:** Each potential bidder is responsible for conducting, at their own risk, their own independent inspections, investigation, inquiries and due diligence concerning this property. Further, Seller disclaim any and all responsibility for bidder's safety during any physical inspections of this property. No party shall be deemed to be invited to this property by HRES or the Seller.

**AGENCY:** Halderman Real Estate Services Inc., Russell D. Harmeyer, Auctioneer, and their representatives, are exclusive agents of the Seller.

**DISCLAIMER:** All information contained in this brochure and all related materials are subject to the Terms and Conditions outlined in the purchase agreement. This information is subject to verification by all parties relying upon it. No liability for its accuracy, errors or omissions is assumed by the Seller or HRES. All sketches and dimensions in this brochure are approximate. ANNOUNCEMENTS MADE BY HRES AND/OR THEIR AUCTIONEER AT THE AUCTION DURING THE TIME OF THE SALE TAKE PRECEDENCE OVER ANY PREVIOUSLY PRINTED MATERIALS OR ANY OTHER ORAL STATEMENTS MADE. This property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either express or implied, concerning this property is made by the Seller or HRES. Each



prospective bidder is responsible for conducting his/her independent inspections, investigations, inquiries and due diligence concerning this property. Except for any express warranties set forth in the sale documents, Buyer(s) accepts this property "AS IS," and Buyer(s) assumes all risks thereof and acknowledges that in consideration of the other provisions contained in the sale documents, Seller and HRES make no warranty or representation, express or implied or arising by operation of law, including any warranty for merchantability or fitness for a particular purpose of this property, or any part thereof, and in no event shall the Seller or HRES be liable for any consequential damages. Conduction of the auction and increments of bidding are at the direction and discretion of HRES and/or the auctioneer. The Seller and HRES reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of HRES and/or the auctioneer are final.

**TECHNICAL ISSUES:** In the event there are technical difficulties related to the server, software, internet or any other online auction-related technologies, Halderman Real Estate Services, Inc. reserves the right to extend bidding, continue the bidding, or close the bidding. Neither the company providing the software, nor Halderman Real Estate Services, Inc. shall be held responsible for a missed bid or the failure of the software to function properly for any reason.

**CONDUCT OF THE AUCTION:** The minimum bid increase will be \$1,000. Halderman Real Estate Services, Inc. reserves the right to reject any and all bids for any reason and also reserves the right to cancel this auction, or remove any item or lot from this auction prior to the close of bidding. All decisions of Halderman Real Estate Services, Inc. are final.

**YOUR BID ON THIS AUCTION INDICATES BOTH AN UNDERSTANDING AND AN ACCEPTANCE OF THE TERMS OF THIS CONTRACTUAL AGREEMENT BETWEEN YOURSELF AND BOTH THE SELLER AND HALDERMAN REAL ESTATE SERVICES, INC. AND THAT YOU, AS THE BIDDER, ARE PREPARED TO PURCHASE THE PROPERTY UNDER THE TERMS AND CONDITIONS OF THIS AUCTION.**

Dated at Bluffton, Indiana, October 4<sup>th</sup>, 2021.

THE BOARD OF COMMISSIONERS  
OF THE COUNTY OF WELLS:

Blake Gerber, President

Michael K. Vanover, Commissioner

Jeffery D. Stringer, Commissioner

ATTEST:

Lisa McCormick, Auditor

**Publication:** Notice shall be published two (2) times, at least one (1) week apart, with the second publication made at least seven (7) days before November 9, 2021.