

NOTICE OF REQUEST FOR BIDS

DISPOSITION OF APPROXIMATELY 9.67 ACRES OF LAND LOCATED IN THE NORTHEAST QUADRANT OF 18TH B ROAD AND QUEEN ROAD, CULVER, INDIANA 46511

Notice is hereby given that East Shore Conservancy District (“**District**”) will receive bids for the purchase and sale of approximately 9.67 acres of land (the “**Surplus Property**”), comprising a portion of the 12.69 acre parcel located in the northeast quadrant of 18th B Road and Queen Road, Culver, Indiana 46511 and owned by the East Shore Conservancy District, Marshall County Parcel Number 50-21-23-000-055.000-013 (the “**District Land**”). The Surplus Property is depicted as Lot #2 on the draft “Plat of East Shore Conservancy District Minor Subdivision” (the “**Minor Plat**”), copy attached as Exhibit A and incorporated herein by reference. Bids will be accepted by the East Shore Conservancy District Board of Directors (“**Board**”) mailed to and received at P. O. Box 336, Culver, IN 46511 or delivered in the care of Ginny Munroe, Manager of the District, at 618 Academy Road, Culver, IN 46511 from August 14, 2025 (“**Start Date**”) until August 27, 2025 at 3:00 p.m. (“**End Date**”). Any bids received after the End Date will not be accepted. Bids must identify the Bidder by name with contact information consisting of mailing address, email address and telephone number. The bids will be available for inspection by appointment made with Ginny Munroe (574-252-6148). The Board will conduct a regular meeting (the “**Board Meeting**”) to be held at 10:30 a.m. on August 29, 2025, at the Culver Public Library, 107 N. Main Street, Culver, IN 46511 (the “**Award Date**”). At the Board Meeting the Board will vote to reject all bids or select the bidder submitting the highest and best bid (the “**Successful Bidder**”). On or before October 15, 2025, the Board and Successful Bidder will negotiate and enter into a purchase and sale agreement (“**Agreement**”) detailing the sale and disposition of the Surplus Property in line and conforming with normal and customary terms of purchase and sale agreements common to the area and the special “Terms and Conditions” specified below.

Bidding Timeline (dates subject to change)

1. August 14, 2025 – Bid Start Date
2. August 27, 2025 – Bid End Date
3. August 29, 2025 – Award Date

Bid Requirements – IC 36-1-11-4 (b)

1. Minimum Bid Amount: Twenty-Two Thousand Dollars (\$22,000) per acre (a total of \$212,740 for the 9.67 acres to be sold).
2. Bidder Qualifications:
 - a. Bidder must be eligible to Purchase the Surplus Property under IC-36-1-11-16.
 - b. A bid submitted by a trust (as defined in IC 30-4-1-1(a)) must identify each: (i) beneficiary of the trust; and (ii) settlor empowered to revoke or modify the trust.

Terms and Conditions

1. Disposition of the Surplus Property will comply with the rules and regulations promulgated in IC 36-1-11-4.

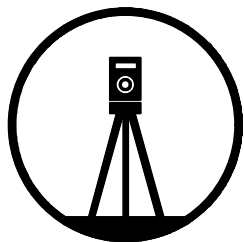
2. Board requires the dedication of a perpetual conservation easement in favor of an entity acceptable to the Board (“**Conservation Easement**”) upon the entirety of the Surplus Property to be established and filed of record in the office of the Recorder of Marshall County, Indiana at closing upon the purchase and sale of the Surplus Property. The Conservation Easement shall require that the Surplus Property be maintained in its existing, natural state and shall, among other terms and conditions, prohibit the construction of structural improvements on the Surplus Property; cultivation of crops; or modification of the land except landscaping activity such as mowing and hedge hogging and the addition, replacement or removal of trees and shrubbery and pruning of same; all subject to the District’s reserved rights identified herein.
3. The purchase and sale agreement negotiated between the Successful Bidder and the Board must include an agreement to subdivide the District Land as set forth on the Minor Plat (as revised to reflect easements and rights of the District identified below). The costs of seeking approval of and recording the Minor Plat shall be borne by the Successful Bidder. The Board will control all decisions pertaining to the request for approval of the Minor Plat (e.g., choice of engineer, whether to retain counsel, etc.), but the Successful Bidder may provide input to the Board on such decisions.
4. District will provide a perpetual access easement for pedestrian and vehicular ingress/egress over Lot #1 of the Minor Plat for the benefit of the Surplus Property, initially as depicted on the Minor Plat but with the reserved right to relocate the access easement as may be necessary for the District’s use of Lot #1 (the “**Access Easement**”). The Access Easement shall remain unimproved except for grading and gravel surface or as may be needed for the District’s use of Lot #1.
5. District shall reserve the right to use Lot #1 of the Minor Plat for any use it sees fit, including, but not limited to, wastewater infrastructure and solar panels.
6. District shall reserve an easement for storm water drainage onto or under the Surplus Property for the benefit of Lot #1 over existing surface drainage ways (or as such may later develop) or are created by the District, or by subsurface pipe directed to the natural drainage outlet for the District Land as installed by the Board as may be necessary for the District’s later use and improvement of Lot #1.
7. This sale and conveyance of the Surplus Property is made on an “As-Is, Where-Is” basis, and the District makes no warranty or representation, express or implied, as to the quality, nature, adequacy or physical condition of the Surplus Property, the Surplus Property’s merchantability, suitability or fitness for a particular use, or the presence of hazardous materials on, under or about the Surplus Property.
8. The District and Board, their officers, directors, employees and agents, shall be indemnified and held harmless by the Successful Bidder for all environmental issues with the Surplus Property no matter the cause or source.
9. Pursuant to IC 36-1-11-4(d), a bid must be open to public inspection. All bids will be available for inspection by appointment made with the District’s Manager, Ginny Munroe (574-252-6148). Before the End Date, a bidder may raise the bidder’s bid, as provided in writing to the Board (mailed to and received at P. O. Box 336, Culver, IN 46511 or delivered in the care of Ginny Munroe, Manager of the District, at 618 Academy Road, Culver, IN 46511), where said raise takes effect after the Board gives written notice of that raise to the other bidders, if any. The Board’s written notice shall be sufficient if directed

by email to the email address of the other bidders as specified in such bidders' respective bids.

10. Bidders are responsible for visually inspecting the Surplus Property (without testing or physical disturbance of the land) and for reading and understanding bid documents. The failure or omission of a bidder with respect to any requirements under this Notice shall in no way relieve said bidder from any obligation with respect to its bid(s).
11. After the End Date and at the Board Meeting, the District and Board reserves the right to reject any and all bids or accept the bid of the highest and best bidder.
12. The District and Board reserve the right to hire a broker or auctioneer to sell the Surplus Property.
13. At closing upon the purchase and sale of the Surplus Property, the Successful Bidder shall pay (i) closing and escrow fees and costs charged by the closing/title insurance agent; (ii) the cost of recording the deed, conservation easement, and any separate access easement in favor of the Successful Bidder and drainage easement in favor of the District, (iii) cost of preparation, filing and approval, and recording of the Minor Plat, (iv) the cost of a title insurance commitment and owner's policy of title insurance in favor of the Successful Bidder with respect to the Surplus Property (and associated access easement) and in favor of the District with respect to Lot #1 and the drainage easement in favor of the District, all of which shall be required by the District, and any endorsements thereto if so elected by the Successful Bidder or the District, (v) the cost of any other due diligence desired by the Successful Bidder, such as a land title survey or an environmental site assessment. All other closing costs and expenses shall be paid as specifically negotiated in the Agreement.
14. To make arrangements to inspect the Surplus Property or to review previous surveys of the District Land and the proposed area for the Access Easement, please contact Ginny Munroe Manager for the District (574-252-6148).

EXHIBIT A

**PENDING PLAT OF EAST SHORE CONSERVANCY DISTRICT MINOR
SUBDIVISION FOLLOWS NEXT PAGE**



PRINCE LAND SURVEYING LLC
PO. BOX 805
WINONA LAKE IN 46590-0805
574-549-3029
princelandsurveying.com

Plat of East Shore Conservancy District Minor Subdivision

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JOB NUMBER 25-0108

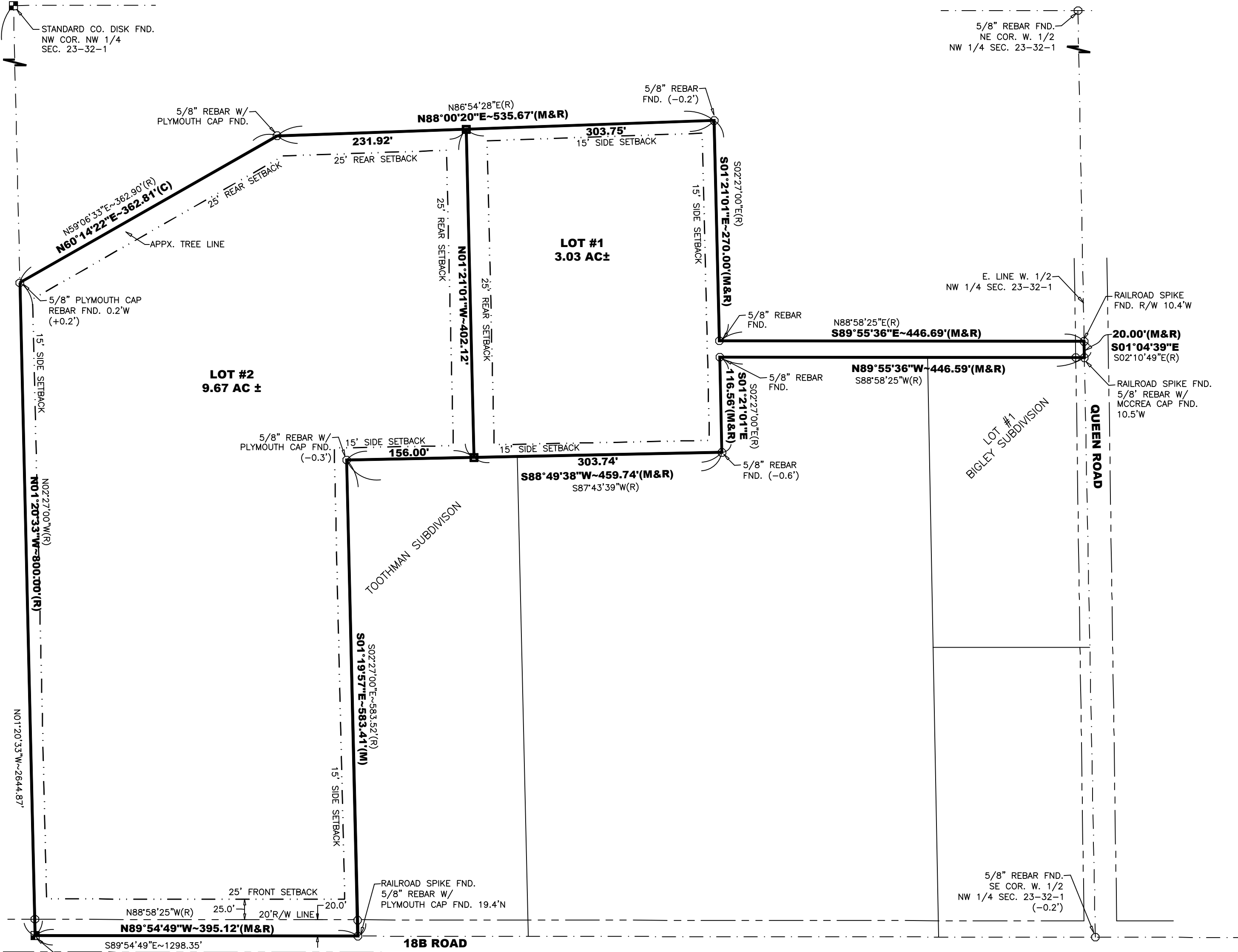
12.70 ACRE TRACT OF LAND IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 23,
TOWNSHIP 32 NORTH, RANGE 1 EAST, UNION TOWNSHIP, MARSHALL COUNTY, INDIANA

HISTORIC DESCRIPTION DOC. #202105475

A part of the West Half of the Northwest Quarter of Section 23, Township 32 North, Range 1 East, Union Township, Marshall County, Indiana, described as follows:

Beginning at the Southwest corner of said Northwest Quarter, thence North 02 degrees 27'00" West (record bearing) along the West line of said Quarter 800.00 feet to a 5/8 inch iron rod; thence North 59 degrees 06'33" East 362.90 feet to a 5/8 inch iron rod; thence North 86 degrees 54'28" East 535.67 feet to a 5/8 inch rod; thence South 02 degrees 27'00" East 270.00 feet to a 5/8 inch rod; thence North 88 degrees 58'25" East 446.69 feet to a railroad spike on the East line of said West half; thence South 02 degrees 10'49" East along said East section line 20.00 feet to a railroad spike; thence South 88 degrees 58'25" West 446.59 feet to a 5/8 inch iron rod; thence South 02 degrees 27'00" East 115.56 feet to a 5/8 inch iron rod; thence South 87 degrees 43'39" West 459.74 feet to a 5/8 inch iron rod; thence South 02 degrees 27'00" East 583.52 feet to a railroad spike on the South line of said Quarter (centerline of West 188 Road); thence South 88 degrees 58'25" West 395.12 feet to the point of beginning.

Subject to all covenants, easements, or restrictions of record and all applicable building and zoning laws and ordinances and possible rights-of-way and rights of tile and drainage ditches.



ZONE S-1 SETBACKS

Front = 25'
Rear = 25'
Side = 15'
Structure Height = 35'
Accessory Building Height = 50'
Minimum Structure Size = 951 sf of occupied space
Maximum Impervious Lot coverage = 50%

LEGEND

Section Corner =
Monument Found =
Set 5/8" Rebar with ID Cap =
"PRINCE LS-22200010"
Measured Distance = M
Recorded Distance = R



SCALE 1"=100'
0 50 100

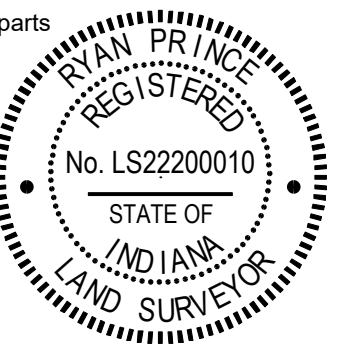
SURVEY CERTIFICATION

I, Ryan Prince hereby certify that I am a land surveyor registered in compliance with the laws of the State of Indiana; and further certify that I have surveyed the property described and that I have subdivided the same into blocks and lots as shown. This plat correctly represents said survey and subdivision in every detail. Monuments shown are in place or will be installed as located in accordance with the platting ordinance.

All lot corners are marked as shown. Dimensions are in feet and decimal parts thereof.

Dated this 4th day of March 2025.

Ryan Prince
RYAN PRINCE
INDIANA LAND SURVEYOR # 22200010



CLIENT: EAST SHORE CONSERVANCY DISTRICT
QUEEN ROAD & 188 ROAD
CULVER

FIELD DATE: 1/27/2025

GENERAL NOTES & ADDITIONAL RESTRICTIONS

1. No owners of any lot or any other parcel within in this plat shall at anytime remonstrate against or attempt to cause the cessation of any farming operation within the immediate vicinity of the plat on the basis that such farming operation, whether now existing or existing in the near future, interferes with the residential use of the lot or tract owned by the person or persons remonstrating. Any person accepting title to a lot or tract within this plat, acknowledges that general agricultural areas exist adjacent to or near this plat and that activities or such agricultural areas may result in normal farm interference such as noise, odor, dust, agricultural implement traffic, unusual hours and other normally agricultural uses.

2. The subdivider and individual lot owners shall cause all grading, excavations, open cuts, side slopes, and other surface disturbances to be mulched, seeded, sodded or otherwise protected so that erosion, siltation, sedimentation, and washing are prevented in accordance with the rules of the Marshall County Area Plan Commission and references (ie:Erosion Control for the Home Builder).

3. The lots in this Subdivision may never be split to form a new tract of land, and may only be divided to become a part of an adjoining tract unless otherwise approved by the Town of Culver Planning Commission.

4. This property is within Zone "X" (areas of minimal flooding) as defined by the FIRM (Flood Insurance Rate Map) No. 18099C0210C, dated September 16, 2011.

DRAINAGE LAW

Indiana Code 36-9-27-33 (Paragraph d)

The owners of land over which the right-of-way runs may use the land in any manner consistent with this chapter and the proper operation of the drain. Permanent structures may not be placed on any right-of-way without the written consent of the board. Temporary structures may be placed upon or over the right-of-way without the written consent of the board, but shall be removed immediately by the owner when so ordered by the board or by the county surveyor. Crops grown on a right-of-way are at the risk of the owner, and, if necessary in the reconstruction or maintenance of the drain, may be damaged without liability on the part of the surveyor, the board, or their representatives. Trees, shrubs, and woody vegetation may not be planted in the right-of-way without the written consent of the board, and trees and shrubs may be removed by the surveyor if necessary to the proper operation or maintenance of the drain.

GENERAL NOTES:

TITLE: This survey is subject to any restrictions or easements that may be disclosed by a full and accurate title search and the undersigned should be notified of any additions or revisions that may be required.

SETBACKS & EASEMENTS: This survey is subject to any building setbacks per the Town of Culver zoning regulations and any drainage easements or restrictions per I.C. (Indiana Code) 36-9-27-33.

BASIS OF BEARINGS: All measured bearings herein are based upon INDOT VRS Base, using NAD83 Indiana East coordinate system.

This tract is Parcel F in a Plymouth Land Surveying & Design, Inc. dated 1/16/2001 and recorded in Doc. #200101510.

An ALTA survey of the subject tract was also done by Plymouth Land Surveying, & Design, Inc. and dated 10/15/2020.

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.

DEDICATION

I, (WE,) the undersigned _____, owner(s) of the real estate shown and described herein, do hereby layoff, plat and subdivide said real estate.

This subdivision shall be known and designated as East Shore Conservancy District Minor Subdivision All streets and public areas shown, and not heretofore dedicated, are hereby dedicated to the public.

Front building setback lines are hereby established as shown on this plat between which line and the right-of-way line of the street, there shall be no structure erected. The strips of ground shown on this plat and marked "easement" are reserved for the use of the public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, drainage facilities, and are herein reserved. No permanent structures are to be erected or maintained upon said strips of land but owners of lots in this subdivision shall take their title subject to the rights of the public utilities and to the rights of the owners of other lots in this subdivision.

Signature _____ Signature _____

STATE OF INDIANA)
COUNTY OF MARSHALL) SS:

I, _____ Notary Public in and for said County and State, do hereby certify that _____ and _____ appeared before me this day in person and acknowledged that they signed the above certificate as their own free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, ____.

My Commission Expires: _____

Notary Public

Resident of _____ County, In.

CERTIFICATE OF OWNERSHIP

STATE OF INDIANA)
COUNTY OF MARSHALL) SS:

I or (We) _____ and _____ do hereby certify that I am or (we are) the owners of the property described in the above caption and have caused the above described property to be surveyed and subdivided as shown on said plat as our own free and voluntary act and deed.

Signature _____ Signature _____

Before me, a Notary Public in and for said County and State, personally appeared _____ and _____ acknowledged that they signed the above certificate as their own free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, ____.

My Commission Expires: _____

Notary Public
Resident of _____ County, In.