

Cover page for:

Preliminary Title Insurance Schedules (with copies of recorded exceptions)

Preliminary title insurance schedules prepared by:

Freedom Title Company, Inc.

(File Number: 22058737)

Note: The tract numbers in the preliminary title insurance schedules do not correspond to the auction tract numbers. For purposes of bidding at the auction, and for purposes of the purchase documents, the auction tracts are identified by the tract numbers used in the auction brochure and Exhibit A in the Bidder Packets. The tract numberings are cross-referenced in the tables below.

Title Company's Tract Numbers:	Auction Tract Numbers:
Farm A, Tract 1:	4
Farm A, Tract 2:	2, 3
Farm A, Tract 3:	2
Farm A, Tracts 4 & 5:	1
Farm A, Tract 6:	5, 6
Farm A, Tract 7:	1, 2, 3
Farm A, Tract 8:	6, 7
Farm A, Tract 9:	6, 7, 8
Farm B:	9, 10
Farm C, Tract 1:	11, 12, 13
Farm C, Tract 2:	11

For August 16, 2022 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Roland Lawton



Fidelity National Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Freedom Title Company, Inc.
 Issuing Office: 700 East Main St., Richmond, IN 47374
 ALTA® Universal ID: 0044380
 Loan ID Number:
 Commitment Number: 22058737
 Issuing Office File Number: 22058737
 Property Address: See Exhibit A, IN

SCHEDULE A

1. Commitment Date: June 24, 2022 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Own. Policy (6/17/06)
 - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 - Proposed Policy Amount: \$ 1,718,800.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
Roland Lawton a/k/a Roland E. Lawton a/k/a Earl Roland Lawton, an adult
5. The Land is described as follows:
Situated in Wayne and Union Counties, State of Indiana. See Exhibit A attached hereto and made a part hereof.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Freedom Title Company, Inc.

By:



Freedom Title Company, Inc.

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ALTA Commitment for Title Insurance 8-1-16



(22058737.PFD/22058737/4)



Fidelity National Title Insurance Company

SCHEDULE B, PART I Requirements

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.
5. 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, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, addition exceptions or requirements after the designation of the Proposed Insured.
6. 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 (2) will be revised, and premium will be charged per the Company's Rate Manual then in effect when the final amounts of insurance are approved.
7. A Warranty Deed from Roland Lawton, to proposed insured purchaser.

Deed to recite that Roland Lawton, Roland E. Lawton, and Earl Roland Lawton are one and the same person.
8. We are advised that the Warranty Deed is to be executed pursuant to the power of attorney executed April 28, 2022 by Earl Roland Lawton, a/k/a Roland Lawton, granting power of attorney to Ben Blue and Peter D. Shaw, recorded May 11, 2022 as Instrument #2022002403 in the Office of the Union County Recorder and recorded May 27, 2022 as Instrument #2022005806 in the Office of the Wayne County Recorder.
Warranty Deed should contain a reference to the recording information of the power of attorney.
9. FARMS A & B: Release of Mortgage dated February 18, 2003 and recorded on February 19, 2003 as Instrument #2003002747 in the Office of the Wayne County Recorder, and as Mortgage Record 137, page 434, in the Office of the Union County Recorder, by Roland Lawton, a single person (Tract I, II, III, IV, VI) and Roland Lawton and Rebecca Hoelscher, joint owners with full rights of survivorship and not as tenants in common (Tract V), in favor of Farm Credit Services of Mid-America, FLCA, to secure the principal amount of \$ [REDACTED] and the terms thereof.
10. FARMA: Release of Mortgage dated December 12, 2006, recorded on December 20, 2006 as Instrument #2006014449, and re-recorded January 26, 2007 as Instrument #2007000942, in the Office of the Recorder of Wayne County, by Roland Lawton, in favor of Farm Credit Services Mid-America, FLCA, to secure the principal amount of \$ [REDACTED] and the terms thereof.

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SCHEDULE B
(Continued)

11. FARMS A & B: Partial release of Mortgage dated December 4, 2013 and recorded on December 5, 2013 as Instrument #2013001776 in the Office of the Recorder of Union County, by Roland E. Lawton AKA Earl Roland Lawton AKA Roland Lawton, in favor of Farm Credit Services Mid-America, FLCA, to secure the principal amount of \$ [REDACTED] and the terms thereof.

NOTE: Mortgage is also secured by additional real estate.

12. NOTE: If a conveyance document is to be recorded, a sales disclosure form must be filed in the Wayne /Union County Auditor's office.

NOTE: By virtue of IC 27-7-3.6, a fee 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. The fee should be designated in the 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.

NOTE: Effective July 1, 2006, any documents requiring a preparation statement which are executed or acknowledged in Indiana must contain the following affirmation statement as required by IC 36-2-11-15: "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. [Sign, Print or Type Name]."

Additionally, pursuant to IC 35-2-7.5-6, a \$2.00 fee for each recorded document must be collected and deposited into the "County Identification Protection Fee" fund. Said fee has been collected by the county recorder since the law's inception in 2005 and will continue to be collected until further notice.

13. NOTE FOR INFORMATION: Effective July 1, 2009, HEA 1374 concerning Good Funds in real estate transactions requires funds deposited into an escrow account for closing from any party to the transaction in amounts over \$10,000.00 to be in the form of an irrevocable wire transfer. Funds deposited into an escrow account for closing in an amount less than \$10,000.00 must be in the form of cash, irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent or check drawn on the trust account of a real estate broker licensed under IC 25-34.1.

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SCHEDULE B
(Continued)

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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. 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.
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.
7. FARMA, TRACT 1: Taxes assessed for the year 2021 due and payable in 2022.
Taxing Unit: Boston Twp., Wayne County
Tax Parcel #002-00130-00, State ID #89-20-02-000-304.000-002
Auditor's Legal: SW SEC 2-12-1 154.115A
Assessed Value: Land \$235,000.00, Improvements \$0.00
Mortgage Exemption \$0.00, Supplemental Exemption \$0.00, Standard Deduction \$0.00.
a) First Installment: \$2,316.52, PAID
b) Second Installment: \$2,316.52, UNPAID
8. FARMA, TRACTS 2 & 3: Taxes assessed for the year 2021 due and payable in 2022.
Taxing Unit: Boston Twp., Wayne County
Tax Parcel #002-00219-00, State ID #89-20-03-000-423.000-002
Auditor's Legal: S 1/2 SE SEC 3-12-1 72.72AN 1/2 SE SEC 3-12-1 66.64A
Assessed Value: Land \$218,600.00, Improvements \$31,100.00
Mortgage Exemption \$0.00, Supplemental Exemption \$0.00, Standard Deduction \$0.00.
a) First Installment: \$2,461.42, PAID
b) Second Installment: \$2,461.42, UNPAID
9. FARMA, TRACT 4: Taxes assessed for the year 2021 due and payable in 2022.
Taxing Unit: Boston Corp., Wayne County
Tax Parcel #018-00058-00, State ID #89-20-03-220-101.000-003

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SCHEDULE B
(Continued)

Auditor's Legal: PT NE SEC 3-12-1 21.50A
Assessed Value: Land \$32,400.00, Improvements \$0.00
Mortgage Exemption \$0.00, Supplemental Exemption \$0.00, Standard Deduction \$0.00.
a) First Installment: \$319.74, PAID
b) Second Installment: \$319.74, UNPAID

10. FARMA, TRACT 4: Taxes assessed for the year 2021 due and payable in 2022.
Taxing Unit: Boston Twp., Wayne County
Tax Parcel #002-00218-00, State ID #89-20-03-000-216.000-002
Auditor's Legal: E D NE SEC 3-12-1 27.75A E M D NE SEC 3-12-1 2.47A
Assessed Value: Land \$29,600.00, Improvements \$0.00
Mortgage Exemption \$0.00, Supplemental Exemption \$0.00, Standard Deduction \$0.00.
a) First Installment: \$291.78, PAID
b) Second Installment: \$291.78, UNPAID
11. FARMA, TRACT 5: Taxes assessed for the year 2021 due and payable in 2022.
Taxing Unit: Boston Twp., Wayne County
Tax Parcel #002-00217-00, State ID #89-20-03-000-215.000-002
Auditor's Legal: M D NE SEC 3-12-1 40.825A
Assessed Value: Land \$60,600.00, Improvements \$0.00
Mortgage Exemption \$0.00, Supplemental Exemption \$0.00, Standard Deduction \$0.00.
a) First Installment: \$597.36, PAID
b) Second Installment: \$597.36, UNPAID
12. FARMA TRACT 7: Taxes assessed for the year 2021 due and payable in 2022.
Taxing Unit: Boston Twp., Wayne County
Tax Parcel #002-00450-01, State ID #89-20-03-000-105.001-002
Auditor's Legal: PT SEC 3-12-1 0.043A
Assessed Value: Land \$100.00, Improvements \$0.00
Mortgage Exemption \$0.00, Supplemental Exemption \$0.00, Standard Deduction \$0.00.
a) First Installment: \$5.00, PAID
b) Second Installment: \$0.00, NONE DUE
13. FARMA, TRACT 7: Taxes assessed for the year 2021 due and payable in 2022.
Taxing Unit: Boston Twp., Wayne County
Tax Parcel #002-00452-01, State ID #89-20-03-000-208.001-002
Auditor's Legal: PT SEC 3-12-1 15.267A
Assessed Value: Land \$23,400.00, Improvements \$0.00
Mortgage Exemption \$0.00, Supplemental Exemption \$0.00, Standard Deduction \$0.00.
a) First Installment: \$230.67, PAID
b) Second Installment: \$230.67, UNPAID
14. FARMA, TRACT 7: Taxes assessed for the year 2021 due and payable in 2022.
Taxing Unit: Boston Twp., Wayne County
Tax Parcel #002-00454-01, State ID #89-20-03-000-320.001-002
Auditor's Legal: PT SEC 3-12-1 0.320A
Assessed Value: Land \$500.00, Improvements \$0.00
Mortgage Exemption \$0.00, Supplemental Exemption \$0.00, Standard Deduction \$0.00.

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SCHEDULE B
(Continued)

- a) First Installment: \$9.86, PAID
 - b) Second Installment: \$0.00, NONE DUE
15. FARMA, TRACT 7: Taxes assessed for the year 2021 due and payable in 2022.
Taxing Unit: Boston Twp., Wayne County
Tax Parcel #002-00455-00, State ID #89-20-03-000-421.000-002
Auditor's Legal: SEC 3-12-1 20.901A
Assessed Value: Land \$28,100.00, Improvements \$0.00
Mortgage Exemption \$0.00, Supplemental Exemption \$0.00, Standard Deduction \$0.00.
a) First Installment: \$277.00, PAID
b) Second Installment: \$277.00, UNPAID
16. FARMA, TRACT 6: Taxes assessed for the year 2021 due and payable in 2022.
Taxing Unit: Harrison Twp., Union County
Tax Parcel # / State ID #81-04-10-109-003.000-005
Auditor's Legal: NE 10-12-1 159.39A
Assessed Value: Land \$163,400.00, Improvements \$0.00
Mortgage Exemption \$0.00, Supplemental Exemption \$0.00, Standard Deduction \$0.00.
a) First Installment: \$1,634.00, PAID
b) Second Installment: \$1,634.00, UNPAID
17. FARMA, TRACT 8: Taxes assessed for the year 2021 due and payable in 2022.
Taxing Unit: Harrison Twp., Union County
Tax Parcel # / State ID #81-04-10-402-004.000-005
Auditor's Legal: 10-12-1 40.00A
Assessed Value: Land \$36,100.00, Improvements \$0.00
Mortgage Exemption \$0.00, Supplemental Exemption \$0.00, Standard Deduction \$0.00.
a) First Installment: \$361.00, PAID
b) Second Installment: \$361.00, UNPAID
18. FARMA, TRACT 9: Taxes assessed for the year 2021 due and payable in 2022.
Taxing Unit: Harrison Twp., Union County
Tax Parcel # / State ID #81-04-10-401-010.000-005
Auditor's Legal: 10-12-1 39.07A
Assessed Value: Land \$39,400.00, Improvements \$51,800.00
Mortgage Exemption \$3,000.00, Supplemental Exemption \$0.00, Standard Deduction \$0.00.
a) First Installment: \$884.64, PAID
b) Second Installment: \$884.64, UNPAID
19. FARM B: Taxes assessed for the year 2021 due and payable in 2022.
Taxing Unit: Harrison Twp., Union County
Tax Parcel # / State ID #81-04-27-109-004.000-005
Auditor's Legal: 27-12-1 136.85A
Assessed Value: Land \$185,200.00, Improvements \$0.00
Mortgage Exemption \$0.00, Supplemental Exemption \$0.00, Standard Deduction \$0.00.
a) First Installment: \$1,852.00, PAID
b) Second Installment: \$1,852.00, UNPAID

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SCHEDULE B
(Continued)

20. FARM B: Taxes assessed for the year 2021 due and payable in 2022.
Taxing Unit: Harrison Twp., Union County
Tax Parcel # / State ID #81-04-27-405-004.001-005
Auditor's Legal: 27-12-1 79.33A
Assessed Value: Land \$102,400.00, Improvements \$7,100.00
Mortgage Exemption \$0.00, Supplemental Exemption \$0.00, Standard Deduction \$0.00.
a) First Installment: \$1,096.26, PAID
b) Second Installment: \$1,096.26, UNPAID
21. FARM C, TRACT 1: Taxes assessed for the year 2021 due and payable in 2022.
Taxing Unit: Harrison Twp., Union County
Tax Parcel # / State ID #81-04-27-307-006.000-005
Auditor's Legal: 27-12-1 78.70A
Assessed Value: Land \$98,500.00, Improvements \$0.00
Mortgage Exemption \$0.00, Supplemental Exemption \$0.00, Standard Deduction \$0.00.
a) First Installment: \$985.00, PAID
b) Second Installment: \$985.00, PAID
22. FARM C, TRACT 1: Taxes assessed for the year 2021 due and payable in 2022.
Taxing Unit: Harrison Twp., Union County
Tax Parcel # / State ID #81-04-28-404-007.000-005
Auditor's Legal: 28-12-1 17.00A
Assessed Value: Land \$19,300.00, Improvements \$0.00
Mortgage Exemption \$0.00, Supplemental Exemption \$0.00, Standard Deduction \$0.00.
a) First Installment: \$193.00, PAID
b) Second Installment: \$193.00, UNPAID
23. FARM C, TRACT 1: Taxes assessed for the year 2021 due and payable in 2022.
Taxing Unit: Harrison Twp., Union County
Tax Parcel # / State ID #81-04-33-108-008.000-005
Auditor's Legal: 33-12-1 60.00A
Assessed Value: Land \$84,100.00, Improvements \$183,000.00
Mortgage Exemption \$0.00, Supplemental Exemption \$0.00, Standard Deduction \$0.00.
a) First Installment: \$2,694.90, PAID
b) Second Installment: \$2,694.90, UNPAID
24. FARM C, TRACT 1: Taxes assessed for the year 2021 due and payable in 2022.
Taxing Unit: Harrison Twp., Union County
Tax Parcel # / State ID #81-0-34-206-001.000-005
Auditor's Legal: 34-12-1 20.000A
Assessed Value: Land \$18,400.00, Improvements \$0.00
Mortgage Exemption \$0.00, Supplemental Exemption \$0.00, Standard Deduction \$0.00.
a) First Installment: \$184.00, PAID
b) Second Installment: \$184.00, UNPAID
25. FARM C, TRACT 2: Taxes assessed for the year 2021 due and payable in 2022.
Taxing Unit: Harrison Twp., Union County
Tax Parcel # / State ID #81-04-34-206-002.000-005
Auditor's Legal: NW 34-12-1 60.000A

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SCHEDULE B
(Continued)

Assessed Value: Land \$70,700.00, Improvements \$0.00
Mortgage Exemption \$0.00, Supplemental Exemption \$0.00, Standard Deduction \$0.00.
a) First Installment: \$707.00, PAID
b) Second Installment: \$707.00, UNPAID

26. Taxes assessed for the year 2022 due and payable in 2023, a lien not yet due and payable.
27. Taxes for subsequent years which are not yet due and payable.
28. The Company assumes no liability for increases in the amount of real estate taxes as shown above as a result of retroactive revaluation of the land and improvements, changes in the usage of the land or the loss of any exemption or deduction applicable to the land insured herein.
29. Municipal assessments, if any, assessed against the land.
30. FARMA, TRACT 3: Easement granted to Liberty Light and Power Company, recorded in Deed Record 180, page 196 in the Office of the Wayne County Recorder. (Exact location cannot be determined from the record.)
31. FARMA, TRACT 7: Covenants, conditions, and restrictions as contained in Quit-claim Deed recorded as Instrument #1994009549 in the Office of the Recorder of Wayne County.
32. FARMA, TRACT 7: Easement reserved in Quit-claim Deed recorded as Instrument #1994009549 in the Office of the Wayne County Recorder.
33. FARMA, TRACT 9: Easement reserved in Warranty Deed recorded in Deed Record 71, page 624, in the Office of the Union County Recorder.
34. FARM B: Easement granted to Indiana General Service Company, recorded in Deed Record 20, page 466, in the Office of the Union County Recorder. (Exact location cannot be determined from the record.)
35. FARM B: Terms and provisions of Contract regarding the Greggerson-Gephart et al Drainage Association, recorded in Deed Record 41, page 113, recorded in the Office of the Recorder of Union County.
36. Rights of the Public, the State of Indiana, and Counties of Wayne and Union and the municipality in and to that part of the premises taken or used for road purposes.
37. Right of way for drainage tiles, ditches, feeders and laterals, if any.
38. Rights of upper and lower riparian owners in and to the use of the waters of creeks or rivers thereon and the natural flow thereof.
39. Any adverse claim based upon assertion that:
 - a) Said land or any part thereof is now or at any time has been below the ordinary low water mark of the creeks or waterways.
 - b) Some portion of said land has been created by artificial means or has accreted to such portion so created.
 - c) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the creeks or waterways, or has been formed by accretion to such portion so created.
40. The acreage indicated in the legal description is solely for the purpose of identifying the said tract and should not be construed as insuring the quantity of land.
41. NOTE: We reserve the right to make additional exceptions or requirements upon receipt of a survey.
42. NOTE: Subject to an examination for judgments against the proposed insured.

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EXHIBIT A

FARM A:

TRACT 1:

The Southwest Quarter of Section 2, Township 12, Range 1 West, containing 160 acres in Wayne County, Indiana.

EXCEPTING THEREFROM, Situated in the Southwest Quarter of Section Two (2), Township Twelve (12) North, Range One (1) West, Boston Township, Wayne County, Indiana and being part of a 160 acre tract of land described in Deed Book Volume 464, page 459 in the Office of the Wayne County Recorder and being more particularly described as follows: Commencing at an iron pin in a monument box found for the Northwest corner of said tract, being the Northwest corner of said Southwest Quarter on the centerline of State Route #227; thence along the West line of said tract and said quarter section line along said centerline South 00 degrees 00 minutes 00 seconds West a distance of 976.61 feet to a railroad spike set for the TRUE POINT OF BEGINNING of the tract herein described, said spike is witnessed by an iron pin set South 89 degrees 28 minutes 53 seconds East a distance of 25.00 feet; thence along a new dividing line through said 160 acre tract South 89 degrees 28 minutes 53 seconds East a distance of 483.23 feet to an iron pin set; thence continuing along a new dividing line parallel with the West line of said quarter South 00 degrees 00 minutes 00 seconds West a distance of 530.47 feet to an iron pin set; thence continuing along a new dividing line North 89 degrees 28 minutes 53 seconds West a distance of 483.23 feet to a railroad spike set on the West line of said tract on the West line of said quarter on said centerline, said spike is witnessed by an iron pin set South 89 degrees 28 minutes 53 seconds East a distance of 25.00 feet; thence along said line North 00 degrees 00 minutes 00 seconds East a distance of 530.47 feet to the point of beginning, containing 5.8855 acres of land more or less.

TRACT 2: The South half of the Southeast Quarter of Section 3, Township 12 North, Range 1 West, excepting therefrom a tract of ground containing 7.28 acres, heretofore conveyed to the Chesapeake & Ohio Railway of Indiana, by deed dated July 27, 1911 and recorded in Deed Record 134 at page 29 in the office of the Recorder of Wayne County, Indiana. Said real estate consisting of 72.72 acres, more or less.

TRACT 3: The North half of the Southeast Quarter of Section 3, Township 12 North, Range 1 West, excepting that part heretofore conveyed to the Chesapeake & Ohio Railroad of Indiana by deed dated August 7, 1911, and recorded September 4, 1911, Deed Record 134, Page 30 of the Records of Wayne County Indiana, consisting of 66.64 Acres.

TRACT 4: A part of the Northeast Quarter of Section 3, Township 12 North, Range 1 West, and bounded as follows: Beginning at a stone corner marked "C", 56½ rods South of the Northeast corner of said Quarter Section in the center of the Turnpike; thence South 103.94 rods to the Southeast corner stone of said Quarter; thence West along the Quarter Section Line 67.78 rods to a flat line stone, being the Southeast corner of lands formerly owned by the heirs of W. G. Seany, now owned by Daniel Kitchell; thence North along said Kitchell's East line 150 rods to what was formerly Nathan Taylor's Southwest corner; thence East along the South ends of several lots, 52.60 rods to what was formerly Davenport and Byar's corner; thence South parallel with the East line of said Quarter, 46.86 rods to what was formerly James Dillon's Southwest Corner; thence East 15 rods to the beginning, containing 59.12 acres, more or less.

TRACT 5: Being a part of the Northeast Quarter of Section 3, Township 12 North, Range 1 West, bounded as follows, to-wit: Beginning at a point in the South line of said Quarter Section 67.78 rods West of the Southeast corner thereof; thence North parallel with the East line of said Quarter 150 rods; thence West 60 feet; thence North 150 feet; thence West 966 feet; thence South 947.5 feet; thence East 250 feet; thence South 100 feet; thence West 250 feet; thence South 1608.5 feet to the South line of said Quarter Section; thence East along said Quarter Section line 1026 feet, more or less, to the place of beginning, containing 61.66 acres, more or less. EXCEPT THEREFROM beginning at a point in the North line of the Northeast Quarter of Section 3, Township 12 North, Range 1 West, in Boston Township, Wayne County, Indiana, said point being the Northeast corner of a tract of land conveyed to Winston & Barbara M. Dils as shown in Deed Record 337, page 395 in the office of the Wayne County Recorder, Wayne County, Indiana, said point also being 118.71 rods west of the Northeast corner of said Quarter Section; and running thence South 469.5 feet; thence East 228.5 feet; thence South 25.5 feet; thence East 559.5 feet; thence North 345 feet; thence West 60 feet; thence North 150 feet; to the North line of said Quarter Section; thence West along said North line 728 feet to the place of beginning, containing an area of 8.62 acres, more or less. EXCEPT THEREFROM, A part of the northeast quarter of Section 3, Township 12 north, Range 1 west, beginning at a point in the north line of the said quarter section a distance of 118.71 rods west from the northeast corner

thereof; thence south along a line parallel with the east line of the said quarter a distance of 469.50 feet; thence east along a line parallel with the north line of the said quarter section a distance of 228.50 feet; thence south along a line parallel with the east line of the said quarter section a distance of 598 feet; thence west along a line parallel with the north line of the said quarter section a distance of 216.50 feet; thence north along a line parallel with the east line of the said quarter section a distance of 125 feet; thence west 100 feet to the land of the CD Chemical Corporation, as recorded in Deed Record 303, at page 451, Office of the Recorder of Wayne County, Indiana; thence north along the said land a distance of 942.50 feet to the north line of the said quarter section; thence east, along the north line of the said quarter section, a distance of 88 feet to the place of beginning. Containing 5 acres of land, more or less.

EXCEPT THEREFROM A part of Section 3, Township 12 North, Range 1 West, Beginning in the middle of Indiana State Highway No. 122 at a point where said highway intersects the line dividing the premises of said grantors and the Chesapeake & Ohio Railway Company and running thence south along said line dividing said properties a distance of 905 feet, more or less, to a corner post; thence east and following a certain fence between said grantors premises and the premises of said railway company 150 feet; thence north 905 feet to the centerline of said Indiana State Highway No. 122; thence west 150 feet to the place of beginning, containing 3 acres, more or less.

TRACT 6: The Northeast Quarter of Section 10, Township 12 North, Range 1 West, containing 160 acres, more or less. EXCEPT: A part of the Northeast Quarter of Section 10, Township 12 North, Range 1 West. Beginning at the Southeast corner of the said Quarter; thence North on the East line of the Quarter 20 feet; thence Westwardly along an existing fence and the said fence extended 2645.10 feet to an iron pipe stake marking the center of said Section. Thence East on the Quarter Section Line 2647 feet to the place of beginning, containing 0.61 of an acre,

TRACT 7:

Being a part of the Southwest, Northwest, Northeast and Southeast Quarters of Section 3, Township 12 North, Range 1 West in Boston Township, Wayne County, Indiana, and being more particularly described as follows:

Beginning at a copperweld found at the southeast corner of the Southwest Quarter of said Section 3, and running thence north 89 degrees, 37 minutes and 25 seconds west, along the south line of said Southwest Quarter, 8.60 feet to an iron rod set, said iron rod being 50.00 feet south 89 degrees, 37 minutes and 25 seconds east of the centerline of the main track of the C & O Railroad, and running thence north 00 degrees, 02 minutes and 30 seconds east, parallel with the centerline of the main track of said C & O Railroad and entering the

Northwest Quarter of said Section 3, 3596.00 feet to an iron rod set; thence north 09 degrees, 38 minutes and 40 seconds east, entering the Northeast Quarter of said Section 3, 364.17 feet to an iron rod set on a point of curve, said iron rod being 25.00 feet off the centerline of the spur line of said C & O Railroad; thence along a 396.41 foot radius curve to the right, a chord which bears north 52 degrees, 45 minutes and 10 seconds east, a chord distance of 489.26 feet to an iron rod set; thence south 00 degrees, 02 minutes and 30 seconds west, parallel to and 500.00 feet east of the centerline of the main tract of said C & O Railroad and entering the Southeast Quarter of said Section 3, 2933.65 feet to an iron rod set on the south line of the north half of said Southeast Quarter, said iron rod being 2.00 feet south 08 degrees, 36 minutes and 25 seconds east of a wood post found; thence south 16 degrees, 55 minutes and 20 seconds west 1377.52 feet to an iron rod set on the south line of said Southeast Quarter; thence north 89 degrees, 33 minutes and 35 seconds west, along said south line 41.40 feet to the place of beginning, containing a total area of 36.531 acres, there being 20.901 acres in the Southeast Quarter, 15.267 acres in the Northeast Quarter, 0.043 acre in the Northwest Quarter and 0.320 acre in the Southwest Quarter.

EXCEPTING THEREFROM:

Being a part of the Northeast Quarter of Section 3, Township 12 North, Range 1 West in Boston Township, Wayne County, Indiana, and being more particularly described as follows:

Beginning at an iron rod set; said point being more particularly described as follows: Commencing at a brass plug found at the northeast corner of the Northeast Quarter of said Section 3, and running thence, west, along the north line of said Northeast Quarter (assuming said north line runs east and west), 1955.80 feet to an iron rod found; thence south 0 degrees, 06 minutes and 20 seconds east, 469.47 feet to an iron pipe found; thence north 89 degrees, 54 minutes and 35 seconds east, 228.52 feet to an iron pipe found; thence south 0 degrees, 03 minutes and 25 seconds east, 286.12 feet to the beginning point of this description; and running thence, from said beginning point, east, parallel to the north line of said Northeast Quarter, 125.00 feet to an iron rod set; thence south 0 degrees, 03 minutes and 25 seconds east, 461.94 feet to an iron rod set; thence west, parallel to said north line, 592.35 feet to a point, in the east line of the Chesapeake and Ohio Railway of Indiana as recorded in Deed Record Book 154, page 115 in the Wayne County Recorder's Office, witness an iron rod set 0.11 feet east of the true corner; thence north 0 degrees, 01 minutes and 55 seconds west, along the east line of said Chesapeake and Ohio tract, 171.27 feet to a point in the south line of said Chesapeake and Ohio tract; thence east, along said south

line and parallel to the north line of said Northeast Quarter, 250.62 feet to a point; thence south 0 degrees, 28 minutes and 40 seconds east, 21.26 feet to a point, witness and iron rod found 0.50 feet south 79 degrees, 06 minutes and 50 seconds east of the true corner; thence east, parallel to the north line of said Northeast Quarter, 216.50 feet to an iron pipe found; thence north 0 degrees, 03 minutes and 25 seconds west, 311.95 feet to the place of beginning, containing an area of 3.057 acres.

ALSO EXCEPTING THEREFROM:

Being a part of the Northeast Quarter of Section 3, Township 12 North, Range 1 West, in Boston Township, Wayne County, Indiana, and being more particularly described as follows:

Beginning at an iron rod set, said iron rod being more particularly described as follows: Commencing at a brass plug at the northeast corner of the Northeast Quarter of said Section 3, and running thence west, along the north line of said Northeast Quarter 1955.80 feet to a point, thence south 00 degrees, 06 minutes and 20 seconds east, 469.47 feet to a point, thence north 89 degrees, 54 minutes and 35 seconds east, 228.52 feet to a point, thence south 00 degrees, 03 minutes and 25 seconds east, 286.12 feet to a point, thence east, parallel to the north line of said Northeast Quarter, 125.00 feet to an iron rod found; thence south 00 degrees, 03 minutes and 25 seconds east, 200.79 feet to the beginning point of this description, and running thence from said beginning point north 89 degrees, 07 minutes and 00 seconds east, 350.55 feet to an iron rod set; thence south 00 degrees, 53 minutes and 00 seconds east, 62.00 feet to an iron rod set; thence south 89 degrees, 07 minutes and 00 seconds west, 350.45 feet to an iron rod set; thence north 00 degrees, 03 minutes and 25 seconds west, 62.01 feet to the place of beginning, containing an area of 0.498 acres.

TRACT 8:

Being a part of the Northeast and a part of the Southeast Quarters, both being in Section 10, Township 12 North, Range 1 West in Harrison Township, Union County, Indiana, and being more particularly described as follows:

Beginning at an iron pipe found at the northwest corner of the Southeast Quarter of said Section 10, and running thence, from said beginning point, north 89 degrees, 46 minutes, and 15 seconds east, entering the Northeast Quarter of said Section 10, 1310.84 feet to an iron rod set, said point being 9.92 feet north of the south line of said Northeast Quarter; thence thence south, entering the Southeast Quarter of said Section, and parallel to the east line of said Southeast Quarter, (assuming that said east line runs north and south), 1333.73 feet to an iron rod set on the south line of the North Half of said Southeast Quarter; thence north 89 degrees, 48 minutes, and 40 seconds west, along the south line of the North Half of said Southeast Quarter, 1311.38 feet to the southwest corner of the North Half of said Southeast Quarter, witness an iron rod set 54.00 feet south 89 degrees, 48 minutes, and 40 seconds east of said corner; thence north 0 degrees, 01 minute, and 25 seconds east, along the west line of the North Half of said Southeast Quarter, 1324.18 feet to the place of beginning, containing an area of 40.000 acres, there being 39.851 acres in the Southeast Quarter of said Section 10, and 0.149 acres in the Northeast Quarter of said Section 10.

TRACT 9:

The North half of the Southeast Quarter of Section 10, Township 12 North, Range 1 West. ALSO: A part of the Northeast Quarter of Section 10, Township 12 North, Range 1 West, beginning at the Southeast corner of said Quarter; thence North on the East line of the Quarter 20 feet; thence Westwardly along an existing fence and the said fence extended 2,647.10 feet to an iron pipe stake marking the center of said Section; thence East on the Quarter Section line 2,647 feet to the place of beginning, containing 0.61 of an acre.

EXCEPT: Being a part of the Northeast and a part of the Southeast Quarters, both being in Section 10, Township 12 North, Range 1 West in Harrison Township, Union County, Indiana, and being more particularly described as follows:

Beginning at an iron pipe found at the northwest corner of the Southeast Quarter of said Section 10, and running thence, from said beginning point, north 89 degrees, 46 minutes, and 15 seconds east, entering the Northeast Quarter of said Section 10, 1310.84 feet to an iron rod set, said point being 9.92 feet north of the south line of said Northeast Quarter; thence south, entering the Southeast Quarter of said Section, and parallel to the east line of said Southeast Quarter, (assuming that said east line runs north and south), 1333.73 feet to an iron rod set on the south line of the North Half of said Southeast Quarter; thence north 89 degrees, 48 minutes, and 40 seconds west, along the south line of the North Half of said Southeast Quarter, 1311.38 feet to the southwest corner of the North Half of said Southeast Quarter, witness an iron rod set 5.00 feet south 89 degrees, 48 minutes, and 40 seconds east of said corner; thence north 0 degrees, 01 minute, and 25 seconds east, along the west line of the North Half of said Southeast Quarter, 1324.18 feet to the place of beginning, containing an area of 40.000 acres, there being 39.851 acres in the Southeast Quarter of said Section 10, and 0.149 acres in the Northeast Quarter of said Section 10.

ALSO EXCEPT: Being a part of the Southeast Quarter of Section 10, Township 12 North, Range 1 West, in Harrison Township, Union County, Indiana, and being more particularly described as follows:

Beginning at a point, said point being more particularly described as follows:
Commencing at a p-k nail found at the southeast corner of the Southeast Quarter of Section 10, and running thence north, along the east line of said Southeast Quarter (assuming said east line runs north and south), 1323.45 feet to a p-k nail set; thence north 89 degrees, 48 minutes and 40 seconds west, 650.00 feet to the beginning point of this description, and running thence from said beginning point continuing north 89 degrees, 48 minutes and 40 seconds west, 355.50 feet to a point; thence north 00 degrees, 11 minutes and 20 seconds east, 245.16 feet to a point; thence south 89 degrees, 48 minutes and 40 seconds east, 355.50 feet to a point; thence south 00 degrees, 11 minutes and 20 seconds west, 245.16 feet to the place of beginning, containing an area of 2.000 acres.

FARMB:

A part of the East Half of Section 27, Township 12 North, Range 1 West, Harrison Township, Union county, Indiana, and being bounded and described as follows:

Beginning at an iron rod in the center of Union County Road 400 East, said rod marking the Southeast corner of the Northeast Quarter of Section 27, Township 12 North, Range 1 West, thence with the center of said roadway South 00 degrees 00 minutes 20 seconds east 892.01 feet to a railroad spike; thence leaving said road and running south 88 degrees 46 minutes 59 seconds west 136.10 feet along a board fence to a fence corner post; thence South 00 degrees 21 minutes and 30 seconds west 169.00 feet to an iron rod; thence North 88 degrees 49 minutes and 29 seconds east 137.17 feet to a railroad spike in the center of Union County Road 400 East and on the east line of Section 27; thence along said road centerline and the east line of Section 27, south 00 degrees 00 minutes 20 seconds east 261.81 feet; thence leaving said east line and said road centerline and running north 89 degrees 20 minutes 45 seconds west 2635.78 feet to an iron rod; thence along an existing fence the following 5 calls (1) north 00 degrees 05 minutes 39 seconds west 1316.14 feet to a fence post, (2) south 88 degrees 00 minutes and 35 seconds east 11.90 feet, (3) north 00 degrees 05 minutes 50 seconds west 2011.13 feet, (4) North 89 degrees 06 minutes 11 seconds east 324.75 feet, (5) North 00 degrees 08 minutes 58 seconds west 267.41 feet to an iron rod; thence north 89 degrees 59 minutes 05 seconds east 2318.00 feet to a railroad spike in the center of Union County Road #400 east and on the east line of the Northeast Quarter; thence along said east line and said road centerline South 00 degrees 01 minutes 26 seconds west 2307.61 feet to the place of beginning, containing 216.180 acres.

FARM C:

TRACT 1: A part of the Southeast quarter of section 28, Also a part of the Northeast quarter of section 33. Also a part of the Northwest Quarter of Section 34 all in Township 12 North, Range 1 West, described as follows:

Beginning at the Northeast corner of Section 33, Township 12 North, Range 1 west, running thence North 44 rods; thence West 60 rods; thence south 205 rods; thence East 80 rods; thence North 160 rods; thence west 20 rods to the place of beginning, containing 97 acres, more or less.

ALSO: The south half of the southwest quarter of section 27, Township 12 North, Range 1 West, containing 80 acres, more or less. EXCEPT the following described tract, heretofore sold to the C.R. & M. Railroad Company, to-wit: The East part of the south half of the southwest quarter of section 27, Township 12 north, Range 1 west, bounded as follows: Beginning at the south quarter post of said section; thence north along the East line of said quarter Section about 1320 feet to the north line of said south half of the southwest quarter; thence west on the north line thereof about 53 feet to a point 33 feet west of the centerline of the C.R. & M. Railroad Company; thence south and parallel with said line about 1320 feet to the south line of said section; thence east about 33 feet to the place of beginning, containing 1.3 acres and containing in all 175.7 acres, more or less

TRACT 2:

A part of the West half of the Northwest Quarter of Section 34, in Township 12 of Range 1 West; commencing at a point on the line between the Northwest and Southwest Quarter of said Section, where the line of Thomas McIntosh's intersects said Quarter Section line, running thence North with said McIntosh's line to the North line of said Section; thence East with said Section line to the line dividing the East and West half of said Northwest Quarter Section; thence South with said dividing line to the center of said Section; thence West on the Quarter Section line to the place of beginning, containing 60 Acres, more or less

#2329 Eastment:- James F. Toney to The Liberty Light and Power Co:

IN CONSIDERATION OF THE SUM OF One dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned hereby grants unto Liberty Light and Power Company, an Indiana corporation, its successors or assigns, the perpetual easement and right to construct, operate, patrol, maintain and remove an electrical transmission line, including poles, wires, anchors, guys and fixtures attached thereto, for the transmission of electrical energy over, along or across the following described property, situated in the County of Wayne, State of Indiana;

North half SE $\frac{1}{4}$ section 31, township 12; range 1; containing 66.64 acres, more or less.

TO PLACE ONE DOUBLE anchor approximately 15 feet west of east fence line in field, along north and south road way.

THE LIBERTY LIGHT & POWER COMPANY its successors or assigns, is hereby granted the right and privilege at any time to all trees along or on the land above described and to clear the ground of timber and brush or to remove any other obstructions, which, in the judgment of the grantee, its successors or assigns, may be reasonably necessary to prevent interference with the transmission wires or appliances used in connection with said transmission line.

ANY damages to the crops or fences of the undersigned, or of the heirs, executors, administrators, assigns or tenants thereof, caused by the employees of the Liberty Light & Power Company, Company, its successors or assigns, shall be promptly paid by the said Liberty Light & Power Company, its successors or assigns, provided claims for such damages, if any, are filed with the company, its successors or assigns at its Indianapolis office within thirty (30) days after such damages occur.

IN WITNESS WHEREOF, the undersigned, has hereunto set his hand this 17 day of February 19--

James F. Toney

STATE OF INDIANA, County of Wayne, SS:

Personally appeared before me James F. Toney, unmarried who acknowledged the execution of the above instrument as his voluntary act and deed.

WITNESS my hand and Notarial seal this 17 day of February 1931.

(H.B.) E.L. Steals

Notary Public

My commission expires Sept 26, 1932

Recorded May 1st, 1931 @ 1:30 P.M.

Walter H. Krone R.W.C.

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1994009549

94 JUL 29 AM 10:35

WAYNE COUNTY RECORDER

1993-00466-BNJ
JAA3\KB1014N2.93P

THIS QUITCLAIM DEED, made this 10th day of November, 1993, between CSK TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and ROLAND LAWTON, whose mailing address is Route 1, Box 284, Liberty, Indiana 47352, hereinafter called "Grantee", WITNESSETH:

(Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations.)

THAT Grantor, for and in consideration of the sum of FIFTY-FOUR THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$54,800.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE and forever QUITCLAIM unto Grantee, his heirs, legal representatives and assigns, all right, title and interest in and to that certain tract or parcel of land situate, lying and being at Boston Township, County of Wayne, State of Indiana, hereinafter designated "the Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, and containing 36.531 acres, more or less.

RESERVING unto Grantor an exclusive railroad easement fifteen (15) feet in width, for the use in connection with Grantor's adjoining railroad operation, lying adjacent to the western boundary of the Premises, hereinafter the "Reserved Easement," more particularly described in Exhibit B, attached hereto and incorporated herein. The Reserved Easement may be used for railroad signals and communications, as an access road to Grantor's adjoining railroad operations and other railroad purposes. The Reserved Easement shall automatically terminate and title vest in Grantee upon cessation of use by Grantor, its successors or assigns.

TO HAVE AND TO HOLD the Premises, and all the estate, right, title, lien, interest and claim whatsoever of Grantor therein, either in law or equity, and all improvements thereon and appurtenances thereto, unto the proper use, benefit and enjoyment of Grantee, Grantee's heirs and assigns or successors and assigns, forever.

Grantee, by acceptance of this deed, hereby covenants for itself, its successors, heirs, legal representatives and assigns that:

(A) As the adjacent landowner, Grantee is familiar with the current and past use(s) of the Premises and the physical and environmental condition thereof. Grantee accepts the Premises in "as is" condition as of the date of this conveyance. Grantee expressly assumes all obligations, liability and responsibility for physical and/or environmental condition of the Premises, prior

to and including the date of conveyance, and agree to defend, protect, indemnify and hold Grantor harmless from any and all loss, damages, suits, penalties, costs, liability, and/or expenses (including, but not limited to reasonable investigative and/or legal expenses) arising out of any claim(s), present, past or future, for loss or damage to any property, including the Premises, injuries to or death of any person(s), contamination of or adverse effects upon the environment (air, ground or water), or any violation of statutes, ordinances, orders, rules, or regulations of any governmental entity or agency, caused by or resulting from presence or existence of any hazardous material, hazardous substance, or hazardous waste in, on or under the Premises. Grantee acknowledges that the provisions of this paragraph and the condition of the Premises have been considered as part of the consideration for this conveyance.

(B) Grantor shall not be required to erect or maintain any fences, railings or guard rails along any boundary lines between the Premises and the adjacent land(s) of Grantor or of any other company affiliated with Grantor; or be liable for or required to pay any part of the cost or expense of erecting or maintaining such fences, railings or guard rails, or any part hereof; or be liable for any damage, loss or injury that may result by reason of the non-existence or the condition of any fences, railings or guard rails. Grantee assumes all liability and responsibility respecting fences, railings or guard rails, or the absence thereof.

(C) Grantee shall maintain the existing drainage on the Premises in such a manner as to not impair adjacent railroad right-of-way drainage and to not redirect or increase the quantity or velocity of surface water runoff or any streams into said Grantor's drainage system or upon the right-of-way or other lands and facilities of Grantor. If said Premises or existing drainage are modified or improved, Grantee agrees to construct and maintain, in accordance with all applicable statutes, ordinances, building and subdivision codes, covenants and restrictions, an adequate drainage system from the Premises to the nearest public or non-Grantor owned drainage or storm sewer system, in order to prevent the discharge of roof, surface, stream and other drainage waters upon said right-of-way or upon other adjacent lands and facilities of Grantor.

(D) Grantee shall make no request or demand upon Grantor, its successors and assigns, for any roadway across Grantor's tracks, roadbed or other railroad property to connect the Premises to any other land(s) or to old State Road No. 122.

Said covenants shall run with title to the Premises conveyed, and bind upon Grantee, Grantee's heirs, legal representatives and assigns, or corporate successors and assigns, and anyone claiming title to or holding Premises through Grantee.

Grantor herein states that they are exempt from Indiana Gross Income Tax per Betty Jones from CSX Transportation, Inc. of Jacksonville, Florida.

IN WITNESS WHEREOF, CSX TRANSPORTATION, INC., pursuant to due corporate authority, has caused its name to be signed hereto by its officers hereunto duly authorized and its corporate seal, duly attested, to be hereunto affixed.

Signed, sealed and delivered
in the presence of:

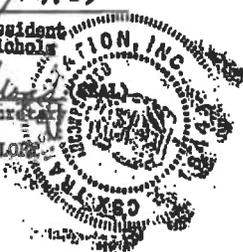
Betty A. Jones
Betty A. Jones

Robert L. Whalton
Robert L. Whalton

CSX TRANSPORTATION, INC.:

By Gerald L. Nichols
Senior Vice President
Gerald L. Nichols

Attest: Lynne B. Klor
Assistant Secretary
LYNNE B. KLOB



This instrument prepared by
or under the direction of:

William C. Barney
William C. Barney
Senior Counsel

Attorney for Grantor
Business Address:
500 Water Street
Jacksonville, Florida 32202

STATE OF FLORIDA)
) SS.
COUNTY OF DUVAL)

I, Kathryn Barnwell, a Notary Public of the State of Florida and the County of Duval, do certify that, on the date below, before me in said County came Herald E. Nichols, () to me known, and/or () proven by satisfactory current evidence to be the person whose name is subscribed to the above instrument, who, being by me first duly sworn, did make oath, acknowledge and say that: he resides in Jacksonville, Duval County, Florida; he is Senior Vice President of GSI Transportation, Inc., the corporation described in and which executed said instrument; he is fully informed of the contents of the instrument; he knows the seal of said corporation; the seal affixed to said instrument is such seal; it was so affixed by authority of the Board of Directors of said corporation; he signed his name thereto for said corporation pursuant to Board authority; and instrument is the free act and deed of said corporation; and the conveyance herein is not part of a transaction, sale, lease, exchange or other transfer or conveyance of all or substantially all of the property and/or assets of the Grantor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 10th day of November, 19 93.

My commission expires on:

KATHRYN BARNWELL
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Aug. 24, 1994
Commission No. CC027619
Bonded thru Patterson-Becht Agency

Kathryn Barnwell
Notary Public
Print Name: Kathryn Barnwell



EXHIBIT A

Description of property at: Boston Township, Indiana
To: Roland Lawton
GSRT Deed File No.: 1993-00466-BDJ

Being a part of the Southwest, Northwest, Northeast and Southeast Quarters of Section 3, Township 12 North, Range 1 West in Boston Township, Wayne County, Indiana, and being more particularly described as follows:

Beginning at a copperweld found at the southeast corner of the Southwest Quarter of said Section 3, and running thence north 89 degrees, 37 minutes and 25 seconds west, along the south line of said Southwest Quarter, 8.60 feet to an iron rod set, said iron rod being 50.00 feet south 89 degrees, 37 minutes and 25 seconds east of the centerline of the main track of the C & O Railroad, and running thence north 00 degrees, 02 minutes and 30 seconds east, parallel with the centerline of the main track of said C & O Railroad and entering the Northwest Quarter of said Section 3, 3596.00 feet to an iron rod set; thence north 09 degrees, 38 minutes and 40 seconds east, entering the Northeast Quarter of said Section 3, 364.17 feet to an iron rod set on a point of curve, said iron rod being 25.00 feet off the centerline of the spur line of said C & O Railroad; thence along a 396.41 foot radius curve to the right, a chord which bears north 52 degrees, 45 minutes and 10 seconds east, a chord distance of 489.26 feet to an iron rod set; thence south 00 degrees, 02 minutes and 30 seconds west, parallel to and 500.00 feet east of the centerline of the main track of said C & O Railroad and entering the Southeast Quarter of said Section 3, 2933.65 feet to an iron rod set on the south line of the north half of said Southeast Quarter, said iron rod being 2.00 feet south 08 degrees, 36 minutes and 25 seconds east of a wood post found; thence south 15 degrees, 55 minutes and 20 seconds west 1377.52 feet to an iron rod set on the south line of said Southeast Quarter; thence north 89 degrees, 33 minutes and 35 seconds west, along said south line 41.40 feet to the place of beginning, containing a total area of 36.531 acres, there being 20.901 acres in the Southeast Quarter, 15.267 acres in the Northeast Quarter, 0.043 acre in the Northwest Quarter and 0.320 acre in the Southwest Quarter.

45-03-000-421.000-02
45-03-000-482.000-02
45-03-000-320.010-02
45-03-000-208.010-02
45-03-000-105.010-02

The Premises are shown on a print of survey dated September 30, 1993, prepared by John E. Beals, No. 7955, Beals Surveying Corp., 122 South 8th Street, Richmond, Indiana, incorporated herein by reference.

BEING all or part of the same property acquired by The Chesapeake and Ohio Railway Company, a predecessor of Grantor, by the following instruments, recorded among the Public Land Records of Union County, Indiana:

<u>Acquired</u> <u>From</u>	<u>Date of</u> <u>Instrument</u>	<u>Book</u>	<u>Page</u>
Francis M. Stanley, et ux	07/27/1911	134	29
Jennie B. Toney	08/07/1911	134	31
John F. Seaney, et al	08/07/1911	Unrecorded	

Effective September 2, 1987, The Chesapeake and Ohio Railway Company was merged into CSX Transportation, Inc. in accordance with the terms of the Articles of Merger dated August 18, 1987.

EXHIBIT B

Description of easement at: Boston Township, Indiana
Retained by: CSX Transportation, Inc.
CSXT Deed File No.: 1993-00466-BDJ

BEGINNING at a copperweld found at the southeast corner of the SW 1/4 of Section 3, Township 12 North, Range 1 West, Boston Township, Wayne County, Indiana; thence North 89° 37' 25" West 8.60 ft. to an iron rod, being 50 ft. east of the centerline of CSX Transportation's main line track; thence North 00° 02' 30" East, parallel with and distant 50 ft. east of the centerline of the main line track, a distance of 3686.00 ft. to an iron rod; thence North 08° 38' 40" East a distance of 89.82 ft. to a point; thence South 00° 02' 30" West a distance of 3694.75 ft. to a point in the south line of the SE 1/4 of Section 3; thence North 89° 03' 25" West along the south line of the SE 1/4 of Section 3, a distance of 6.40 ft. to the **POINT OF BEGINNING**; Containing 1.25 acres, more or less.

Duly entered for taxation this 19th
day of July 1994
Joseph H. Kaiser
AUDITOR OF WAYNE COUNTY

Date: December 20, 1993

CERTIFICATION OF NON-FOREIGN STATUS

"Section of the Internal Revenue Code (Title 26, U.S. Code) provides that a transferee of U. S. real property interest, as defined in Section 897(c) of said Code, must deduct and withhold tax upon the sale price if the transferor is a foreign person."

To inform the transferee that deduction and withholding of tax is not required upon the disposition by CSX Transportation, Inc. of any U. S. real property interest, the undersigned hereby certifies the following on behalf of CSX Transportation, Inc.

1. CSX Transportation, Inc. is a domestic corporation of the State of Virginia.
2. CSX Transportation, Inc. is not a foreign person (corporation, partnership, trust or estate, as those terms are defined in the Internal Revenue Code).
3. CSX Transportation, Inc.'s office address is 500 Water Street, Jacksonville, Florida 32202.
4. CSX Transportation, Inc.'s U. S. Employer Identification Number is 34-6000720.
5. CSX Transportation, Inc., a U. S. domestic corporation, is not and has not been a U. S. real property holding company, as defined in Section 897(c) (2) of said code.

This certification may be disclosed to the Internal Revenue Service by transferee; transferee's title insurer, settlement officer, or any escrow agent.

Under penalties of perjury, I declare that: I have examined this certification and to the best of my knowledge and belief, it is true, correct and complete; and I further declare that I have authority to sign this document on behalf of CSX Transportation, Inc.

Witness:

Paul H. Leighton

Donald J. Nichols
Signature

Senior Vice President

Title

RECORDED JUL 29 1994 DEBORAH S. SMITH R.W.C. 10:35 AM

00094

DAILY ENTERED FOR TAXATION,
SUBJECT TO FINAL ACCEPTANCE
OF TRANSFER
21 DAY OF January 1998
Ron Williams, Notary Public
OF UNION COUNTY

WARRANTY DEED

THIS INDENTURE WITNESSETH, That Michael A. Dils and Cynthia Lee Dils, as equal co-tenants in common, ("Grantors"), of Union County, in the State of Indiana, CONVEY(S) AND WARRANT(S) to Roland Lawton, an adult, ("Grantee"), of Union County, in the State of Indiana, for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate in Union County, in the State of Indiana:

SEE attached legal description.

This conveyance is subject to the 1997 real estate taxes due and payable in May 1998 and all subsequent real estate taxes and assessments against the foregoing real estate.

Possession . January 20, 1998 . .

IN WITNESS WHEREOF, the said Grantors have set their hand and seal this 20th day of January, 1998.

GRANTOR: (SEAL)
Michael D. Dils
Michael D. Dils

GRANTOR: (SEAL)
Cynthia Lee Dils
Cynthia Lee Dils

STATE OF INDIANA)
) SS:
COUNTY OF UNION)

Before me, a Notary Public in and for said County and State, personally appeared Michael A. Dils and Cynthia Lee Dils, as equal co-tenants in common, who acknowledged execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and Notarial Seal this 20th day of January, 1998.



My commission expires:
December 4, 1999

Beth L. Knotts
Printed: Beth L. Knotts
Resident of Union County, IN

This instrument prepared by: Ronald E. Williams, Attorney-At-Law, Liberty, IN 47353.

Send Tax Statement to: 2949 N. Stone Rd. Liberty, IN 47353

Recorded 22 day of Jan
1998 at 2:19 o'clock P.M.
Indexed Record 21 on page 624-625
RECORDER UNION COUNTY, INDIANA

Virginia Bottick

The North half of the Southeast Quarter of Section 10, Township 12 North, Range 1 West. ALSO: A part of the Northeast Quarter of Section 10, Township 12 North, Range 1 West, beginning at the Southeast corner of said Quarter; thence North on the East line of the Quarter 20 feet; thence Westwardly along an existing fence and the said fence extended 2,647.10 feet to an iron pipe stake marking the center of said Section; thence East on the Quarter Section line 2,647 feet to the place of beginning, containing 0.61 of an acre.

EXCEPT: Being a part of the Northeast and a part of the Southeast Quarters, both being in Section 10, Township 12 North, Range 1 West in Harrison Township, Union County, Indiana, and being more particularly described as follows:

Beginning at an iron pipe found at the northwest corner of the Southeast Quarter of said Section 10, and running thence, from said beginning point, north 89 degrees, 46 minutes, and 15 seconds east, entering the Northeast Quarter of said Section 10, 1310.84 feet to an iron rod set, said point being 9.92 feet north of the south line of said Northeast Quarter; thence south, entering the Southeast Quarter of said Section, and parallel to the east line of said Southeast Quarter, (assuming that said east line runs north and south), 1333.73 feet to an iron rod set on the south line of the North Half of said Southeast Quarter; thence north 89 degrees, 48 minutes, and 40 seconds west, along the south line of the North Half of said Southeast Quarter, 1311.38 feet to the southwest corner of the North Half of said Southeast Quarter, witness an iron rod set 5.00 feet south 89 degrees, 48 minutes, and 40 seconds east of said corner; thence north 0 degrees, 01 minute, and 25 seconds east, along the west line of the North Half of said Southeast Quarter, 1324.18 feet to the place of beginning, containing an area of 40.000 acres, there being 39.851 acres in the Southeast Quarter of said Section 10, and 0.149 acres in the Northeast Quarter of said Section 10.

ALSO EXCEPT: Being a part of the Southeast Quarter of Section 10, Township 12 North, Range 1 West, in Harrison Township, Union County, Indiana, and being more particularly described as follows:

Beginning at a point, said point being more particularly described as follows: Commencing at a p-k nail found at the southeast corner of the Southeast Quarter of Section 10, and running thence north, along the east line of said Southeast Quarter (assuming said east line runs north and south), 1323.45 feet to a p-k nail set; thence north 89 degrees, 48 minutes and 40 seconds west, 650.00 feet to the beginning point of this description, and running thence from said beginning point continuing north 89 degrees, 48 minutes and 40 seconds west, 355.50 feet to a point; thence north 00 degrees, 11 minutes and 20 seconds east, 245.16 feet to a point; thence south 89 degrees, 48 minutes and 40 seconds east, 355.50 feet to a point; thence south 00 degrees, 11 minutes and 20 seconds west, 245.16 feet to the place of beginning, containing an area of 2.000 acres.

ALSO: A 20.00 foot wide ingress and egress easement, said easement being more particularly described as follows: Beginning at the southeast corner of the above described 2.000 acre tract, and running thence north 00 degrees, 11 minutes and 20 seconds east, 20.00 feet to a point; thence south 89 degrees, 48 minutes and 40 seconds east, 650.00 feet to a point on the east line of said Southeast Quarter; thence south, along said east line, 20.00 feet a point; thence north 89 degrees, 48 minutes and 40 seconds west, 650.00 feet to the end of this easement description.

Recorded 22 day of Jan
19 98 at 2:19 o'clock A M.
in Deed Record 71 on page 624-625
RECORDER UNION COUNTY, INDIANA

Virginia Bostick

00094

964 Emmett E. McDivitt "to" Indiana General Service Company

DEED OF EASEMENT.

Eas.No.332A Map No. 1476 Charge G.O.966W.O.139/A972

Emmett E. McDivitt Liberty, Ind Route 3.

THIS INDENTURE, made this 28 day of March 1940 by and between Emmett E. McDivitt and Mary L. McDivitt his wife of the County of Union in the State of Indiana parties of the first part and Indiana General Service Company a corporation organized and existing under the laws of the State of Indiana, party of the second part.

WITNESSETH; That for and in consideration of the sum of One Dollar in hand paid to the parties of the first part by the party of the second part, the receipt of which is hereby acknowledged said parties of the first part hereby grants, bargains, sells, conveys, and warrants to the party of the second part its successors and assigns forever a right of way and easement with the right privilege and authority to said party of the second part, its successors assigns, lessees, and tenants to construct erect operate and maintain A line of towers and wires for the purpose of transmitting electric or other power including telegraph or telephone wires in, on, along over, through or across the following described lands situated in Harrison Township in the County of Union in the State of Indiana and part of Section No. 27 Township No. 12-N and Range No. 1-W and bounded: On the North by the lands of Wm. N. Garrett-Harry Harmeyer, On the East by the lands of James Earl Hart, On the South by the lands of Byron Thomas Crosby On the West by the lands of E. A. Kitchel, Indiana Yearly Meeting Society

Being the Northeast Quarter of Section 27.

Together with the right to said party of the second part, its successors and assigns to place erect maintain inspect, add to the number of, and relocate at will, towers, crossarms or fixtures, and string wires and cables adding thereto from time to time across through or over the above described premises to suit and, at its option remove from said premises or the premises of the parties of the first part adjoining the same on either side any trees overhanging branches or other obstructions which may endanger the safety or interfere with the use of said towers or fixtures or wires attached thereto or any structure on said premises, and the right of ingress and egress to and over said above described premises and any of the adjoining lands of the parties of the first part, at any and all times, for the purpose of patrolling the line, of repairing, renewing or adding to the number of said towers, structures fixtures and wires and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted, also the privilege of removing at any time any or all of said improvements erected upon, over, or on said land together with the rights, easements, privileges and appurtenances on or to said lands which may be required for the full enjoyment of the rights herein granted; provided however, the said INDIANA GENERAL SERVICE COMPANY its successors or assigns shall further pay to us or our heirs or assigns the sum of \$50.00 for each tower erected on said lands, hereinbefore described from time to time whenever and as soon as any towers are erected thereon. Grantee will immediately repair or replace all fences gates, drains, and ditches injured or destroyed by it on said premises or pay Grantor all damages done to the fences, drains, ditches crops and stock on the premises herein described, caused by the construction, operation and maintenance of said lines. All claims for damages caused in the operation and maintenance of said lines, shall be made at the office of the Grantee at 21 South First Street, Newark, Ohio or mailed to P.O. Box 911 Newark, Ohio within thirty days after such damages accrue. If Grantor and Grantee cannot agree on the amount of damages the same shall be arbitrated. Any trees cut will be paid for by Board Measure using Scribner's Lumber Rules, at the market price in vicinity, and this indenture contains all agreements, expressed or implied between the parties hereto.

TO HAVE AND TO HOLD the same unto said party of the second part, its successors and assigns.

IN WITNESS WHEREOF the parties of the first part has hereunto set their hands at the day and year first above written.

Signed and Acknowledges in the presence of . . . Emmet E. McDivitt

W. I. Hamilton Mary L. McDivitt

J. L. Pierson

THE STATE OF INDIANA }
UNION COUNTY } SS:

Before me, Jamie L. Pierson a Notary Public in and for said County and State this 28th day of March 1940 personally appeared the above named Emmet E. McDivitt and Mary L. McDivitt and acknowledged the execution of the annexed deed of easement.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year above written.

(Seal) My commission expires Jan 1, 1944.

Jamie L. Pierson
Notary Public

Recorded Apr 11, 1940

Grace Hayward Recorder Union County

CONTRACT

The undersigned owners of real estate in Harrison Township, Union County, Indiana, that drains into the Gregerson-Cephart drain in said Township and County, do hereby join themselves, their successors and assigns to the following mutual agreements, to-wit:

WHEREAS, the following named parties are the owners of real estate draining into said ditch in the following amounts and acreages:

TRACT NO. 1 Harry Gregerson, Owner, 33.2 acres located in the West half of Section 27, Township 12 North, Range 1 West, plus the South half of the Northwest Quarter of said section.

TRACT NO. 2 Lester Cephart and Mary Cephart, Owners, 150.5 acres located in the East half of Section 27, Township 12, North, Range 1 West.

TRACT NO. 3 Virgil Hatcher and _____, Owners, 44 acres located in the East half of the Southwest Quarter of Section 22, Township 12 North, Range 1 West.

TRACT NO. 4 Lawrence Krollman and _____, Owners, 141.5 acres located in the West half of Section 27, Township 12 North, Range 1 West.

TRACT NO. 5 Roy Carson, Thelia Carson and Helen Fleetwood, Owners, 15.2 acres located in the South half of the Southwest quarter of Section 27, Township 12 North, Range 1 West.

TRACT NO. 6 Roy Kratzer and Ruth Kratzer, Owners, 15.4 acres located in the Northeast Quarter of the Northwest Quarter of Section 27, Twp. 12 North, Range 1 West.

TRACT NO. 7 Belle Williams and Harry Williams, Owners, 9 acres located in the Northeast Quarter of the West half of the Southeast Quarter of Section 27, Township 12 North, Range 1 West.

TRACT NO. 8 _____ Chemical Corporation, Owner, 2 acres located in the Northwest Quarter of the Northwest Quarter of Section 27, Township 12 North, Range 1 West..

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JUN 16 1976
Recorded at 1:05 o'clock P.M.
in _____ Record 41 on page 113-116
RECORDER UNION COUNTY, INDIANA
Anna M. Schenk

Page 113

TRACT No. 2 C. & O. Railroad Co., Owner, 7 acres located on
the Railroad Right-of-Way located in Sections 22 and 23, Township 12
North, Range 1 West.

WHEREAS, it was the desire of said parties hereto to create and
form the Greggerson-Gaphart et al Drainage Association to provide
drainage for the lands above listed and said Association was heretofore
created by the parties. That said drainage improvement will consist
of the installation of proper size and quality field tile and also other
drainage measures and projects as may be needed for a main line drain
from the headwall at the Harry Greggerson-Carrier Little line in the
Southwest Quarter of Section 23, Township 12 North, Range 1 West in
said township and county, to the end of the existing 10 inch main line
drain on said Lawrence Knollman in the center of the Northwest Quarter
of Section 23, Township 12 North, Range 1 West; that the estimated
total length of said Association drain is approximately 10,600 feet.

The parties hereto mutually covenant and agree that any waterway
or waterways required in connection with said drainage project or pro-
jects shall be preserved by the undersigned as long as the same may
be required in order to adequately drain the above described real
estate and that this mutual covenant and agreement is intended by the
parties to be and shall be a covenant running with the land.

It is further agreed that the owners, their heirs and assigns do
hereby grant to the Association and/or their designated agent or rep-
resentative the right of ingress and egress and necessary rights-of-way
for the planning, construction and maintenance of this project.

It is further agreed by and between the parties hereto that they
shall meet at a place to be agreed upon by the parties hereto and elect
a President and Secretary-Treasurer for said group, that the officers of
this association shall consist of a President and a Secretary-Treasurer;
that said officers shall be duly elected by a majority vote of all the

undersigned land owners at the annual meeting of said land owners and shall hold office for the term of one year and/or until their successors have been duly elected.

It is further agreed that the owners of the land designated herein shall meet once each year at the home of one of the owners of the land, the place of meeting to be designated by the President of the Association, for the purpose of electing officers and carrying on the business of the maintenance, clean-out and repair of the ditches set out herein.

MANAGEMENT:

It is further agreed that the management, business, repair and maintenance of said ditches shall be conducted by the above duly elected officers. All decisions regarding the management of said ditches shall be decided by a majority vote of the undersigned land owners.

It is further agreed by and between the parties hereto that all of said ditches are to be kept open at all times in order not to obstruct the free flow of the water in said ditches; that the expense of the construction, maintenance and repair of said ditches is to be apportioned in accordance with the acreage each property owner has that drains into said ditches; (that the said property owners shall pay the following percentages of the cost of the construction, repair and maintenance of said ditches as follows:)

1. Harry Greggerson ----- %
2. Lester Gephart ----- %
3. Virgil Batcher ----- %
4. Lawrence Knollman ----- %
5. ----- %
6. Roy Kratzer ----- %
7. Melle Williams ----- %
8. CD Chemical Corporation ----- %
9. C. & O. Railroad Company ----- %

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Recorded JUN 16 1976 day of
at 1:05 o'clock P. M.
in Reed Room 41 on page 113-116
RECORDER UNION COUNTY, INDIANA
Anna M. Schrand

It is further agreed by and between the parties hereto that the cost and expense of the construction, repair and maintenance of said ditch shall be paid to the Secretary-Treasurer of this Association in advance of the letting of the contract; that such cost and expense of the construction, repair and maintenance of said ditch shall become due and payable upon demand of the Secretary-Treasurer therefor.

EXPENSES:

It is further agreed that the duly elected officers shall have the authority to make necessary assessments upon the parties hereto, to raise funds with which to pay the expenses, repair and maintenance of said ditches and all expenses incidental thereto. Assessments to be based on original apportionment of construction costs.

It is further agreed that the undersigned shall separately and severally pay all assessments assessed against each of them within thirty (30) days from the date of such assessment. All assessments are to be paid to the duly elected Secretary-Treasurer at his residence.

RECORDS:

It shall be the duty of the Secretary-Treasurer to keep proper records of all expense and all income of said Association and to make annual reports thereof to the members of said Association at the annual meeting. It shall also be the duty of the Secretary-Treasurer to keep proper records of the minutes of each meeting and records of the transaction of all business at such meetings.

Dated this _____ day of _____,

<u>Lawrence Knottman</u>	<u>Lawrence Knottman</u>
<u>David Hatcher</u>	<u>Mary F. Stuber</u>
<u>Vieta Gephart</u>	<u>Mary Gephart</u>
<u>Harry H. Williams</u>	<u>Nelle H. Williams</u>
<u>Ray E. Kratzer</u>	<u>Ruth K. Kratzer</u>
<u>W. A. Harmon</u>	