

HUNTING & RECREATION PARADISE

REAL ESTATE AUCTION

MARTIN COUNTY, IN - SOUTHERN INDIANA - NEAR THE HOOSIER NATIONAL FOREST

15± Miles East of Loogootee

20± Miles West of Bedford

35± Miles Southwest of Bloomington

1,013[±]

A C R E S

IN 21 TRACTS

INFORMATION BOOKLET

TUESDAY, JUNE 12 @ 6PM

AT THE LAWRENCE COUNTY FAIRGROUNDS, BEDFORD, IN

SCHRADER
Real Estate and Auction Company, Inc.

800-451-2709

SchraderAuction.com

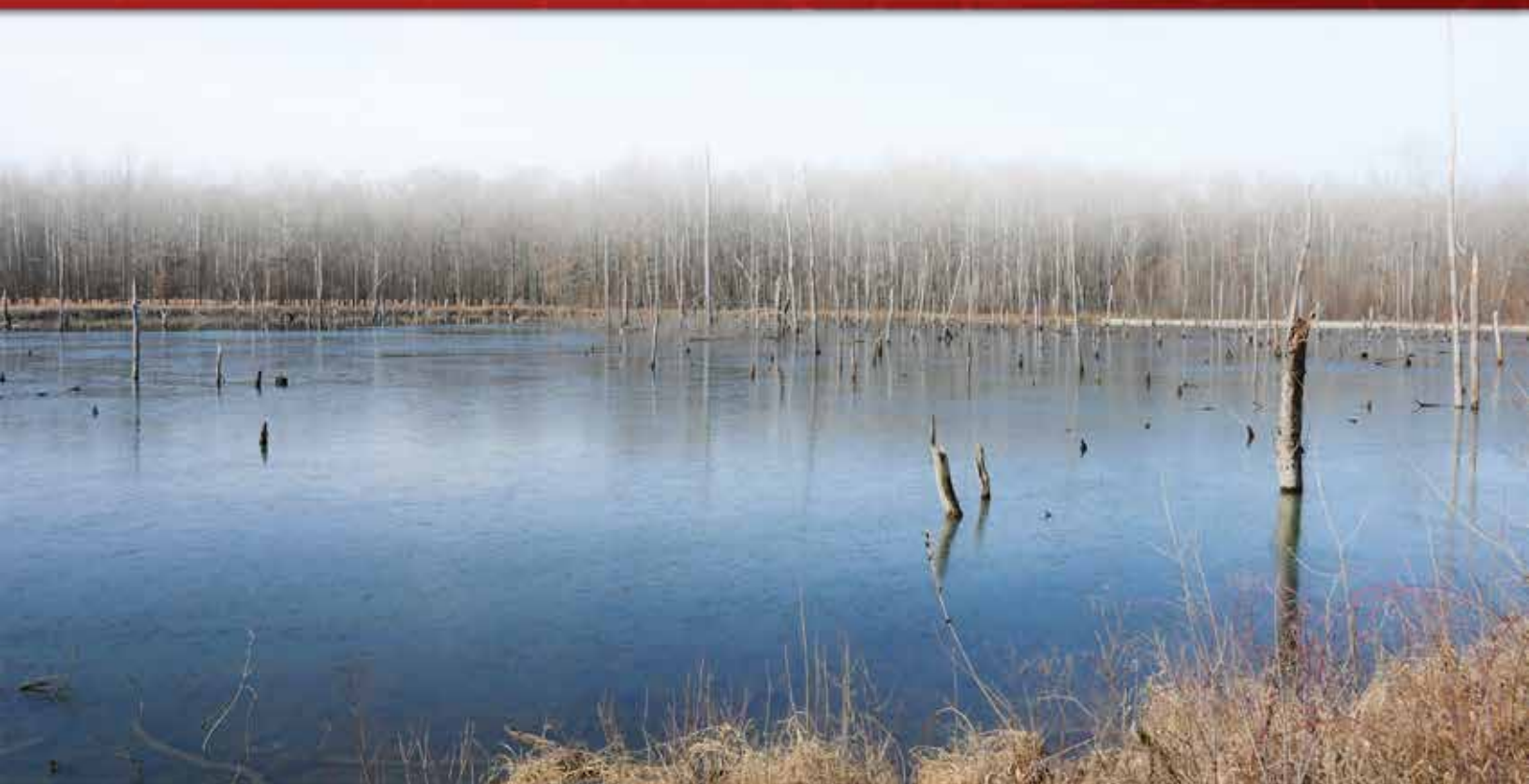
INDEX

Auction Registration Forms.....	3-6
Location Map & Tract Maps.....	7-14
Topo Map.....	15-20
Surveys.....	21-56
Classified Forest Maps.....	57-60
FSA Maps & 156EZ.....	61-68
Residential Disclosures and Lead Paint Forms.....	69-76
Title Work.....	77-104
Tract 9 Restrictive Covenant.....	105-114
Pictures.....	115-144





AUCTION REGISTRATION



BIDDER PRE-REGISTRATION FORM

TUESDAY, JUNE 12, 2018

1037 ACRES – MARTIN COUNTY, INDIANA

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,
P.O. Box 508, Columbia City, IN, 46725,
Fax # 260-244-4431, no later than Tuesday, June 5, 2018.
Otherwise, registration available onsite prior to the auction.

BIDDER INFORMATION

(FOR OFFICE USE ONLY)

Name _____

Bidder # _____

Address _____

City/State/Zip _____

Telephone: (Res) _____ (Office) _____

My Interest is in Tract or Tracts # _____

BANKING INFORMATION

Check to be drawn on: (Bank Name) _____

City, State, Zip: _____

Contact: _____ Phone No: _____

HOW DID YOU HEAR ABOUT THIS AUCTION?

Brochure Newspaper Signs Internet Radio TV Friend

Other _____

WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?

Regular Mail E-Mail E-Mail address: _____

Tillable Pasture Ranch Timber Recreational Building Sites

What states are you interested in? _____

Note: If you will be bidding for a partnership, corporation or other entity, you must bring documentation with you to the auction which authorizes you to bid and sign a Purchase Agreement on behalf of that entity.

I hereby agree to comply with terms of this sale including, but not limited to, paying all applicable buyer's premiums, and signing and performing in accordance with the contract if I am the successful bidder. Schrader Real Estate and Auction Company, Inc. represents the Seller in this transaction.

Signature: _____ Date: _____

Online Auction Bidder Registration
1037± Acres • Martin County, Indiana
Tuesday, June 12, 2018

This form and deposit are only required if you cannot attend the auction and wish to bid remotely through our online bidding system.

This registration form is for the auction listed above only. The person signing this form is personally responsible for any bids placed on the auction site, whether bidding on behalf of their personal account or on behalf of a corporation or other third party. If you are bidding on behalf of a third party, you are responsible for obtaining the necessary documentation authorizing you to bid on behalf of the third party. Schrader Real Estate and Auction Co., Inc. will look to the herein registered bidder for performance on any bid placed on this auction if you are the successful high bidder.

As the registered bidder, I hereby agree to the following statements:

1. My name and physical address is as follows:

My phone number is: _____

2. I have received the Real Estate Bidder's Package for the auction being held on Tuesday, June 12, 2018 at 6:00 PM.
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$_____. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

Schrader Real Estate & Auction Company, Inc.
950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725
Phone 260-244-7606; Fax 260-244-4431

For wire instructions please call 1-800-451-2709.

7. My bank routing number is _____ and bank account number is _____.
(This for return of your deposit money). My bank name, address and phone number is:

8. **TECHNOLOGY DISCLAIMER:** Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet *in lieu of actually attending the auction* as a personal convenience to me.

9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Tuesday, June 5, 2018**. Send your deposit and return this form via fax to: **260-244-4431**.

I understand and agree to the above statements.

Registered Bidder's signature

Date

Printed Name

This document must be completed in full.

Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

E-mail address of registered bidder: _____

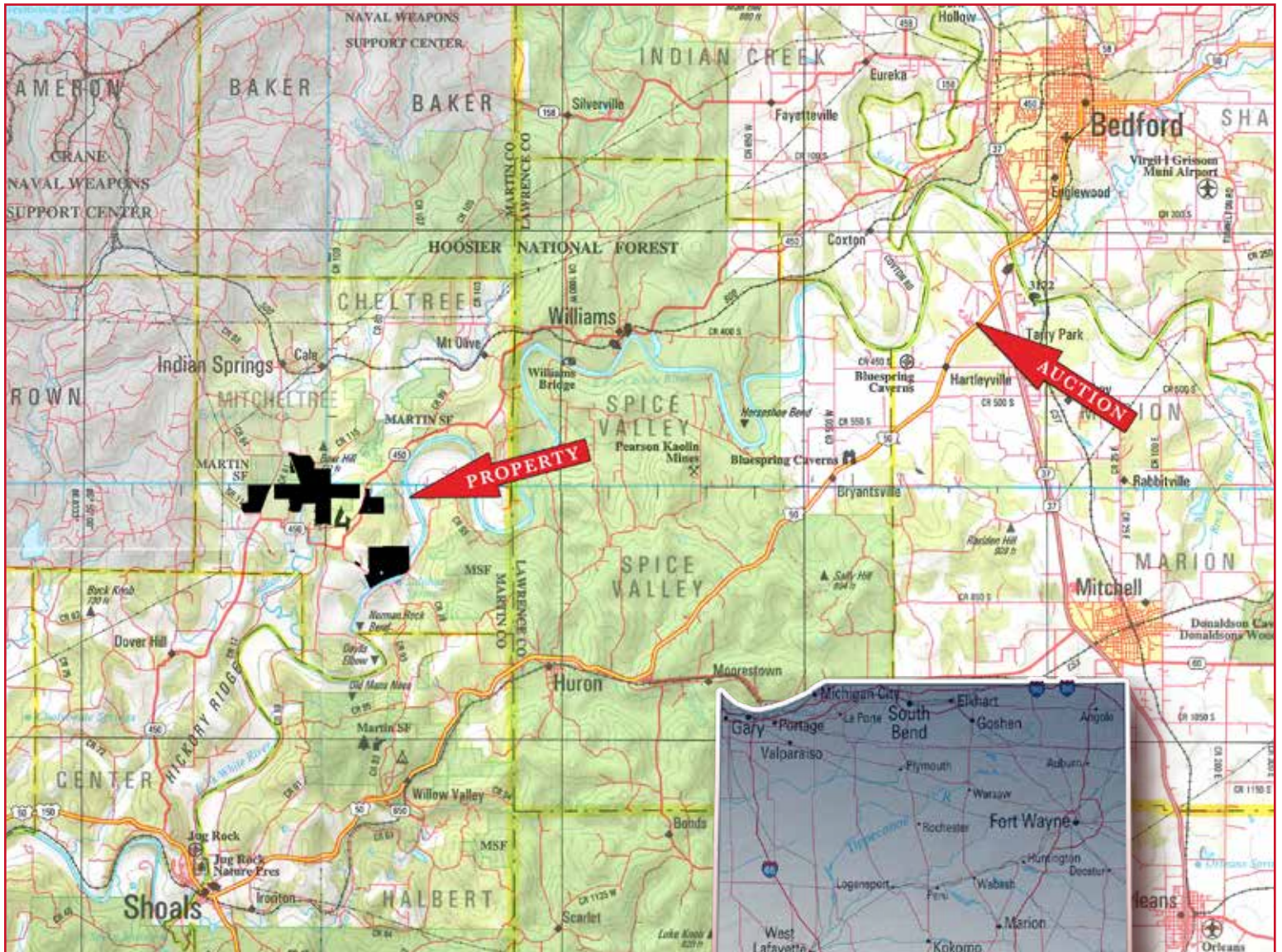
Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to:
kevin@schraderauction.com or call Kevin Jordan at 260-229-1904.



LOCATION MAP & TRACT MAPS



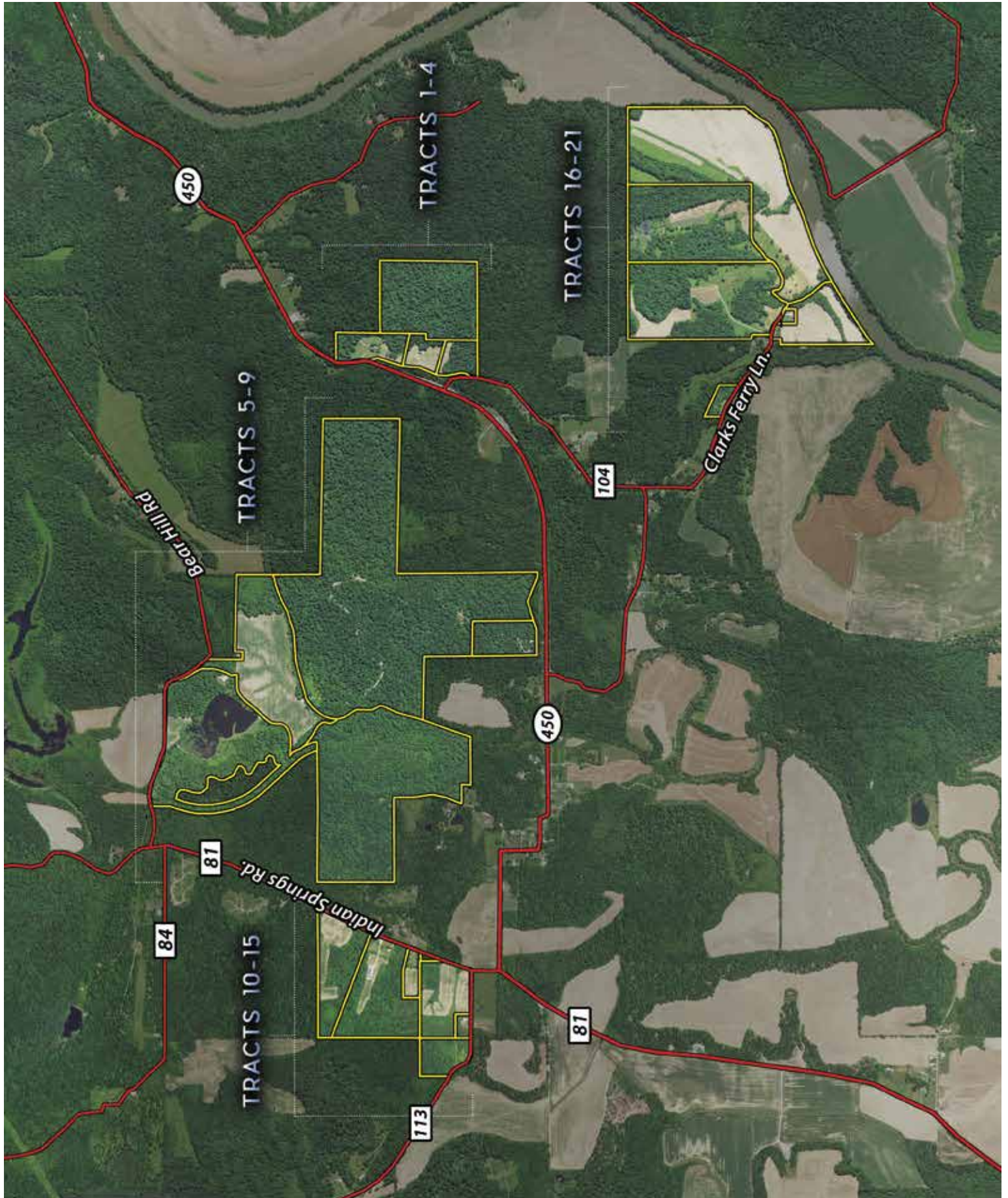
LOCATION MAP



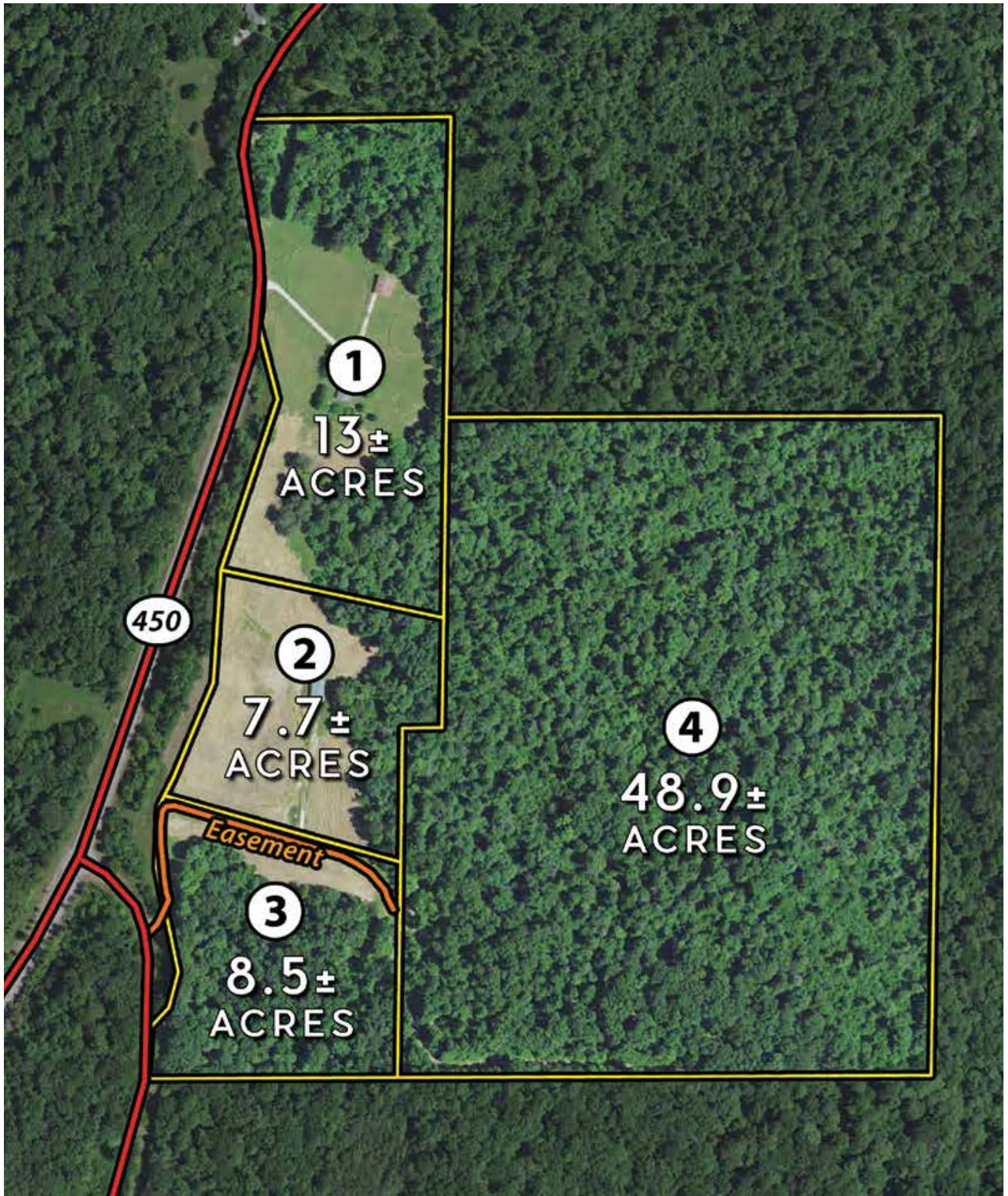
AUCTION LOCATION:
Lawrence County Fairgrounds,
11261 US Highway 50W Bedford,
IN 47421.



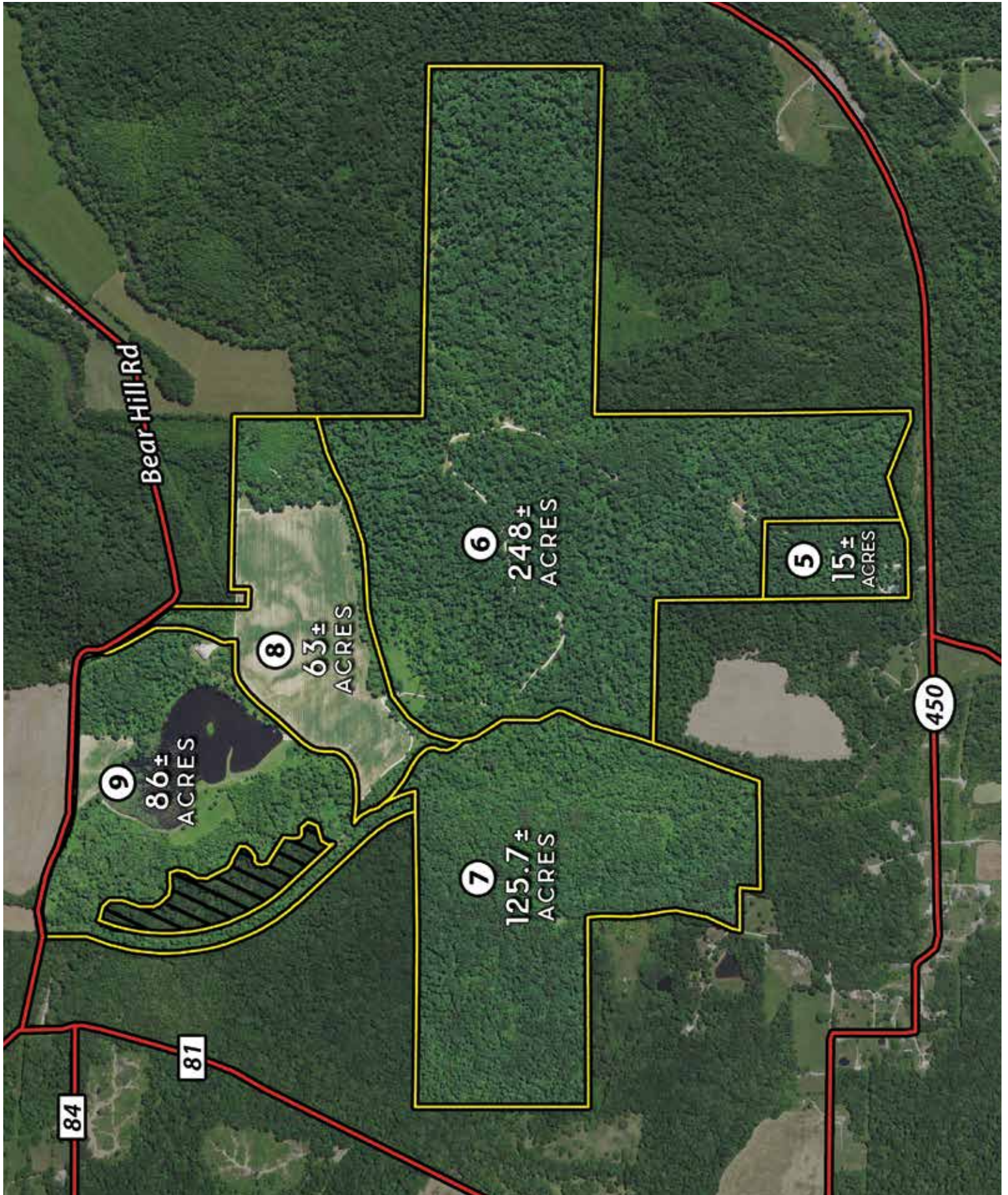
AERIAL TRACT MAP - OVERVIEW



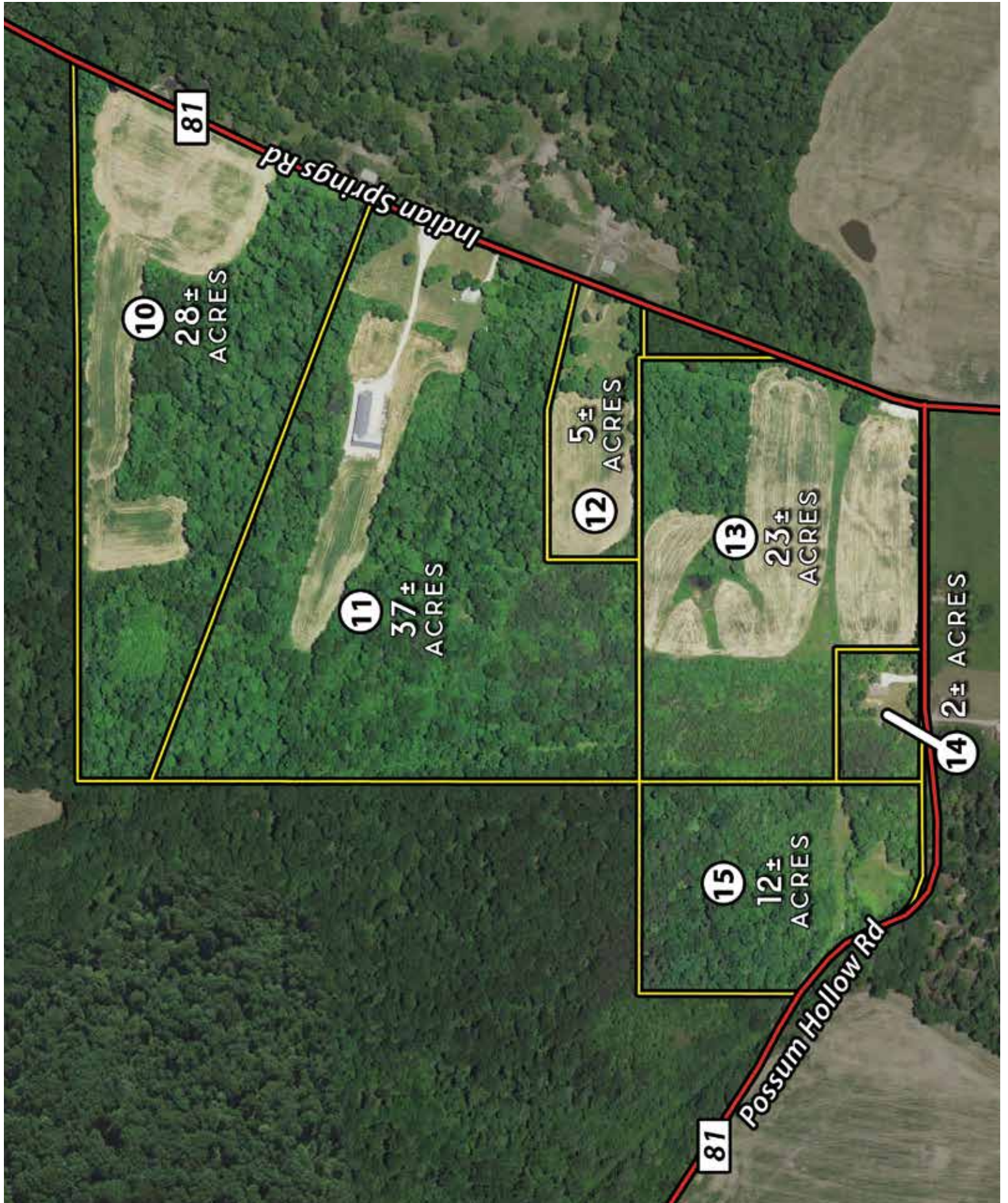
AERIAL TRACT MAP - TRACTS 1-4



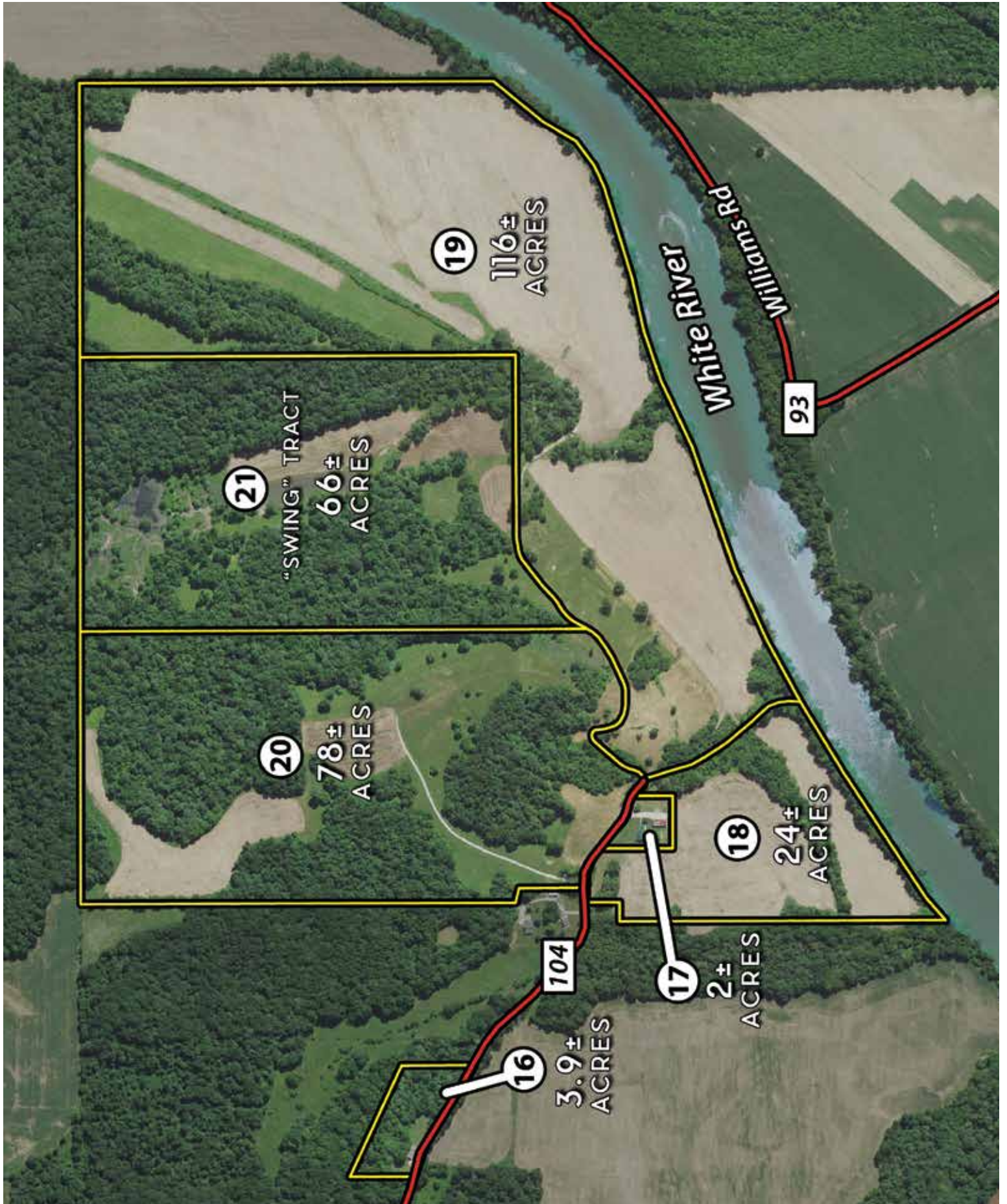
AERIAL TRACT MAP - TRACTS 5-9



AERIAL TRACT MAP - TRACTS 10-15



AERIAL TRACT MAP - TRACTS 16-21



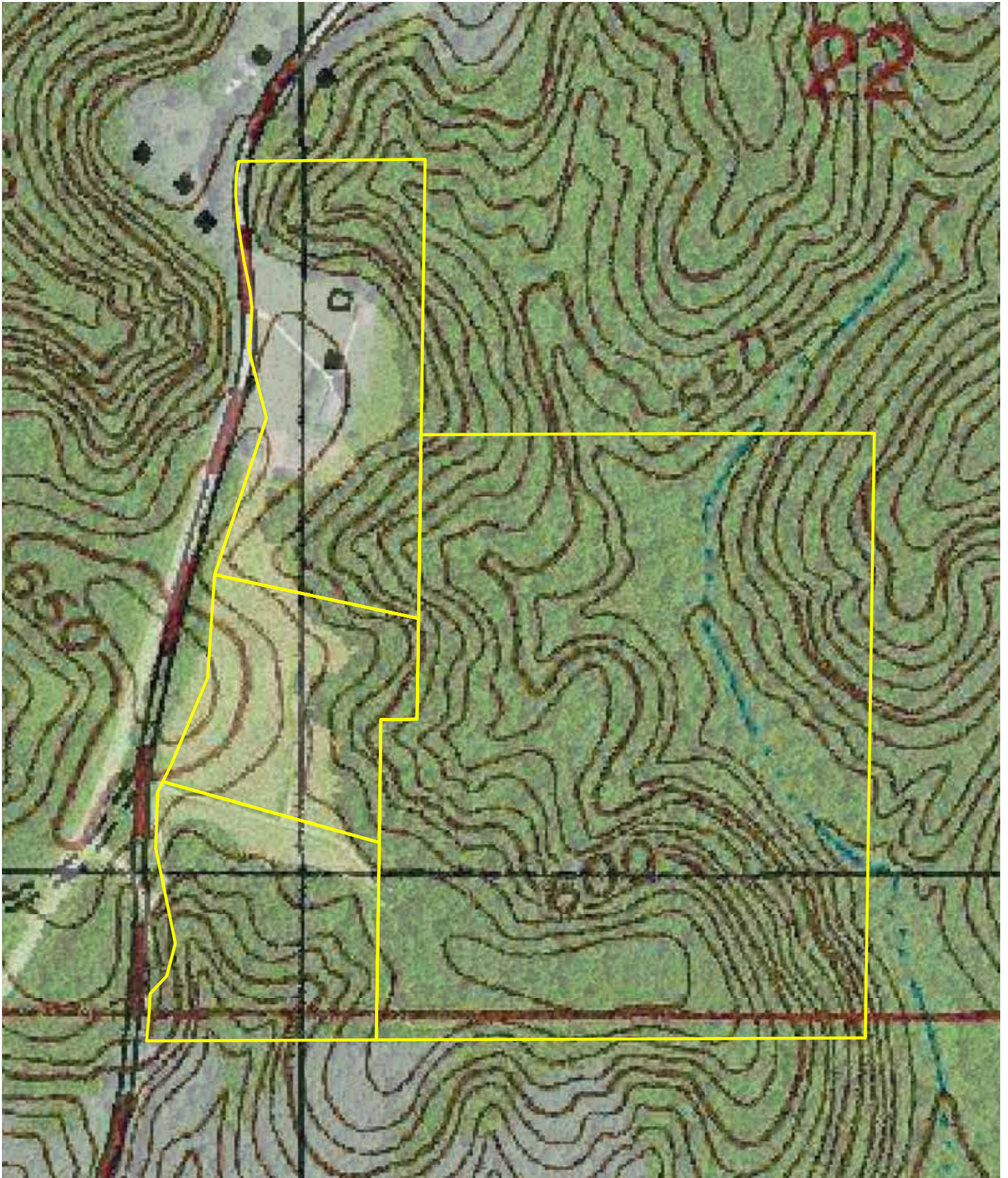




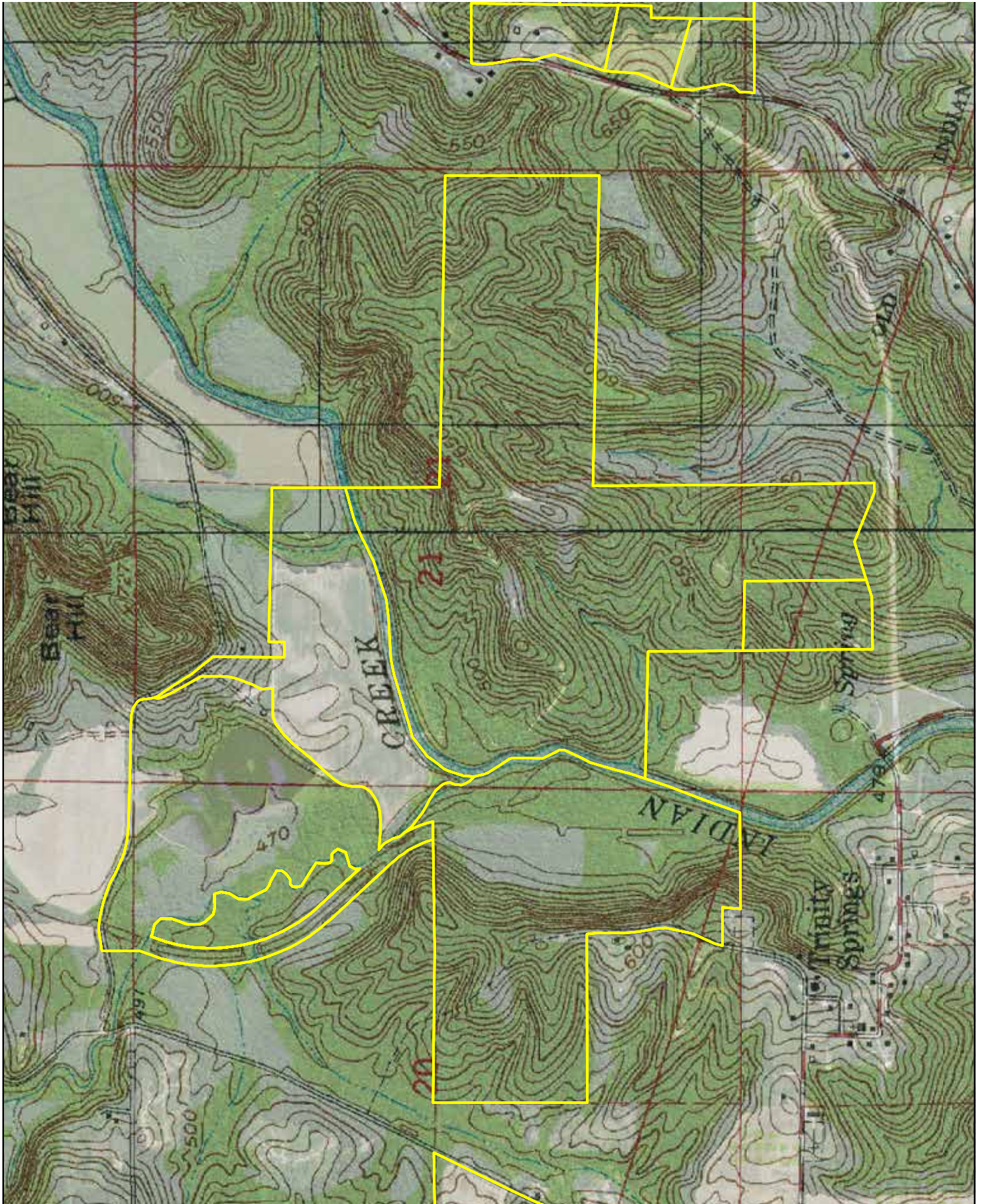
TOPOGRAPHY MAPS



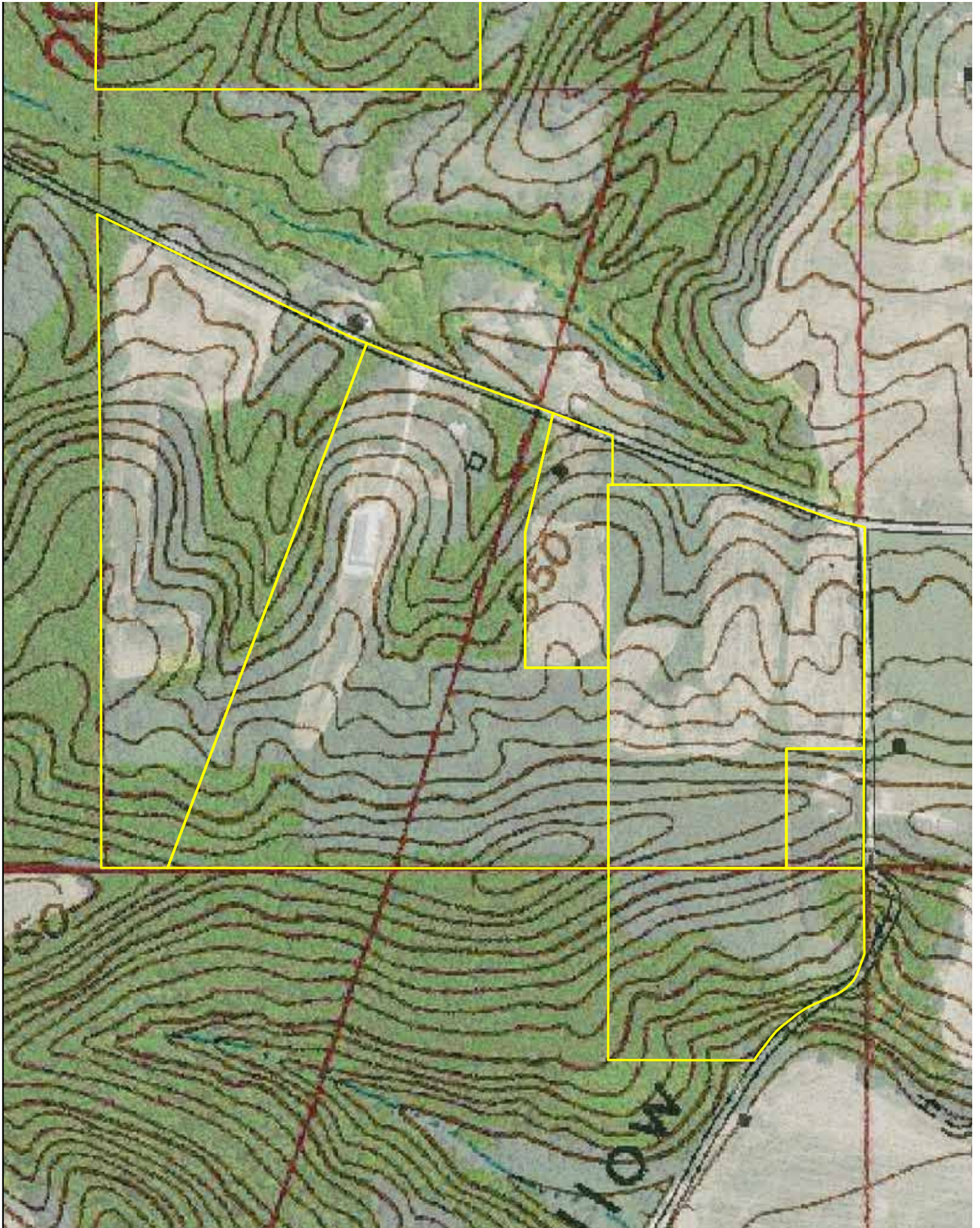
TOPOGRAPHY MAP - TRACTS 1-4



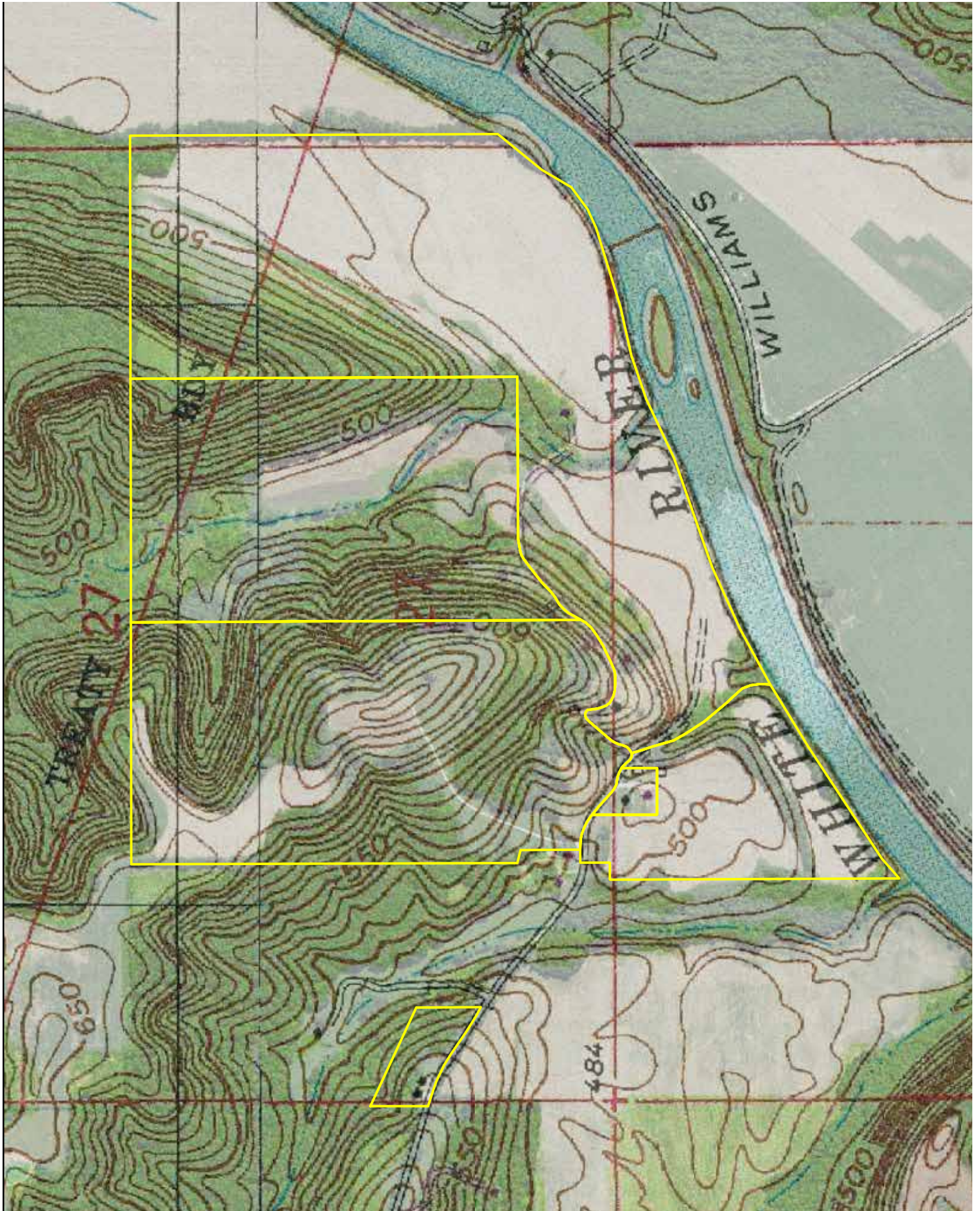
TOPOGRAPHY MAP - TRACTS 5-9



TOPOGRAPHY MAP - TRACTS 10-15



TOPOGRAPHY MAP - TRACTS 16-21







SURVEYS



PLAT OF SURVEY

A RETRACEMENT SURVEY PLAT OF PART OF THE
SOUTHWEST QUARTER OF SECTION 22,
TOWNSHIP 4 NORTH, RANGE 3 WEST,
MITCHELTREE TOWNSHIP, MARTIN COUNTY, IN

LEGEND

These symbols, abbreviations and Shetpops will be found in the drawing.

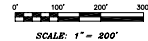
- 5/8" IRON PIN BEARING A PLASTIC CAP INSCRIBED "JOHNSON 20000002" SET FLUSH
- MAG NAIL SET FLUSH THROUGH WASHER STAMPED "JOHNSON 20000002"
- ▣ 5" x 5" CONCRETE RIGHT-OF-WAY MARKER
- △ 1" IRON PIN IN CONCRETE FOUND PER INDOT ROAD PLANS
- 1" IRON PIN IN ROAD POT FOUND PER INDOT ROAD PLANS
- ▽ 1/2" IRON PIPE FOUND 3" BELOW GRADE
- ▲ STONE FOUND AS NOTED
- METAL "T" POST FOUND
- CALCULATED CORNER
- UTILITY POLE
- ⊕ TELEPHONE INSPECTION POST/UNDERGROUND FIBER OPTIC MARKER
- (R) RECORD DOCUMENT DIMENSION
- ⓐ CORNER REFERENCE NUMBER (SEE REPORT)
- SUBJECT TRACT PERIMETER LINE
- SUBJECT TRACT INTERIOR LINE
- ADJOINING DEED LINES
- FENCE LINE
- OVERHEAD ELECTRIC LINE
- EASEMENT LINE - TYPE AS NOTED
- CLASSIFIED FOREST - SEE EASEMENTS SECTION
- STATE ROAD 450 RIGHT-OF-WAY LINE
- ROAD CENTERLINE
- EDGE OF WOODS

LINE TABLE
TRACT I, 4th PARCEL

LINE	BEARING	DISTANCE
L11	N 74°18'05" W	612.46'
	N 74°02'26" W	612.90 (R)
L12	N 25°50'57" E	52.95'
	N 27°18'31" E	53.16 (R)
L13	N 22°43'20" E	255.71'
	N 22°59'00" E	256.33 (R)
L14	N 03°57'19" E	283.77'
	N 04°09'50" E	283.55 (R)
L15	S 77°49'52" E	569.40'
	S 77°32'26" E	569.04 (R)
L16	S 00°50'01" W	275.85'
	S 01°04'15" W	275.85 (R)
L17	S 89°43'29" W	99.62'
	N 89°59'09" W	100.00 (R)
L18	S 00°48'59" W	336.04'
	S 01°04'15" W	336.05 (R)



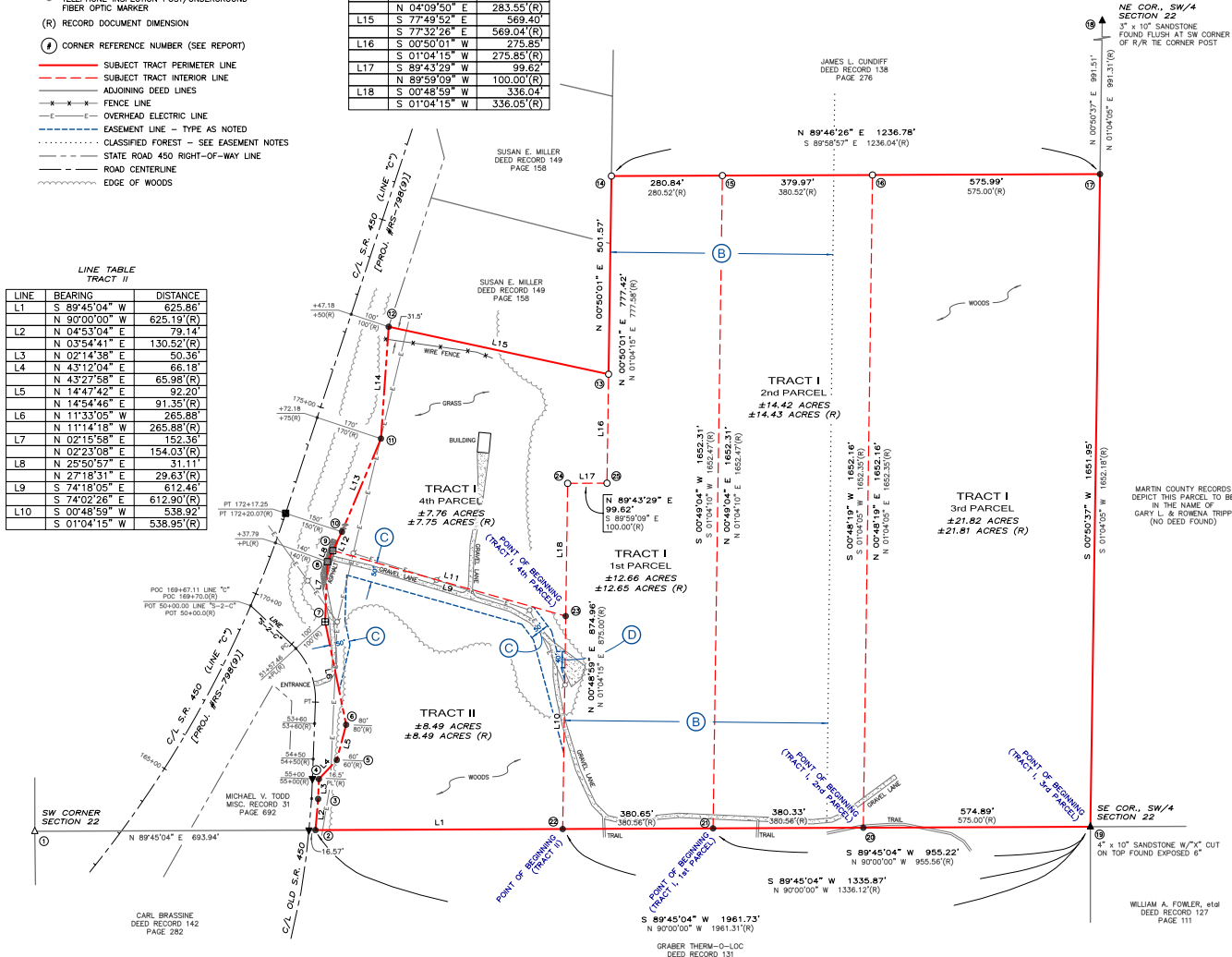
BEARINGS IN THIS SURVEY
ARE BASED ON GRID BEARINGS OF THE
INDIANA STATE PLANE COORDINATE SYSTEM,
WEST ZONE [NAD 83 (1987)]



SCALE: 1" = 200'

LINE TABLE
TRACT II

LINE	BEARING	DISTANCE
L1	S 89°45'04" W	625.86'
	N 90°00'00" W	625.19 (R)
L2	N 04°53'04" E	79.14'
	N 03°54'41" E	130.52 (R)
L3	N 02°14'38" E	50.36'
	N 43°12'04" E	66.18'
	N 43°27'58" E	65.98 (R)
L5	N 14°47'42" E	91.20'
	N 14°54'48" E	91.35 (R)
L6	N 11°33'05" W	265.88'
	N 11°14'18" W	265.88 (R)
L7	N 02°15'58" E	152.36'
	N 02°23'08" E	154.03 (R)
L8	N 25°50'57" E	31.11'
	N 27°18'31" E	29.63 (R)
L9	S 74°18'05" E	612.46'
	S 74°02'26" E	612.90 (R)
L10	S 00°48'59" W	538.92'
	S 01°04'15" W	538.95 (R)



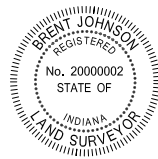
EASEMENT SCHEDULE

See Title Commitment No. 000440783 issued by Chicago Title Insurance Company, dated January 31, 2011 for reference to item number in Schedule B, Section 2.

- (A) Item 15. Right-of-way easement as reserved in Warranty Deed recorded February 28, 1977 in Deed Record 111, Page 6 and further granted by Warranty Deed recorded December 5, 1986 in Deed Record 116, Page 58.
- (B) THESE EASEMENT DESCRIPTIONS APPEAR TO AFFECT THE PROPERTIES DESCRIBED IN THE SE/4 OF SECTION 22 (EAST OF SUBJECT TRACTS), HOWEVER THE GRAPHICAL LOCATION OF THE EASEMENT COULD NOT BE DETERMINED BY THE WRITINGS DUE TO LACK OF DIMENSIONAL DATA IN THE VAGUE EASEMENT DESCRIPTION.
- (C) Item 16. Subject to the terms, provisions and conditions of Application for the Classification of Land as Forest Land recorded January 26, 1982 in Miscellaneous Record 21, Pages 850-854. Amended by Application for Withdrawal of Classified Forest Land recorded March 5, 2003 and recorded in Miscellaneous Record 47, Page 128 as Instrument No. 200307734. A PORTION OF THE AREA REMAINING IN THE CLASSIFICATION OF LAND AS FOREST LAND AFTER THE 2003 WITHDRAWAL AFFECTS THE 1st PARCEL OF TRACT I AND A PART OF THE 2nd PARCEL OF TRACT I, AS SHOWN.
- (D) Item 17. Declaration of Easement and Maintenance Agreement, recorded March 5, 2003 in Deed Record 137, Page 737 as Instrument No. 200307735. AREA OF 50 FEET WIDE NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND UTILITIES IS AS SHOWN.
- (E) Item 18. 40 feet Easement and 50 feet Easement created by Warranty Deed recorded March 5, 2003 in Deed Record 137, Page 742 as Instrument No. 200307736. THE 40 FEET WIDE ROAD EASEMENT LIES WITHIN TRACT II AND JOINS THE EAST LINE AS SHOWN. THE LOCATION OF THE 50 FEET WIDE ROAD EASEMENT IS THE SAME AS THE ABOVE ITEM 17.

GENERAL NOTES

- SOURCE OF TITLE. Evidence of source of title for Tract I (David R. Moulder & Donna K. Moulder) & Tract II (David Moulder & Donna Moulder) was provided in the form of a title commitment issued by Chicago Title Insurance Company, dated January 31, 2011 (Commitment Number 000440783).
- DIMENSIONS. All dimensions shown are measured this survey or calculated based upon survey measurements, unless otherwise noted.
- REPORT. This drawing is incomplete without the associated Surveyor's Report.
- CORNER MONUMENTS. See "Reference Monuments" section in the accompanying Surveyor's Report for information regarding the monuments found and/or set at each location noted.
- FIELD WORK. Field work for this survey was completed with the staking of corners on March 07, 2011.



I, BRENT JOHNSON, AN INDIANA REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS EXECUTED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF WAS PERFORMED IN ACCORDANCE WITH THE CURRENT INDIANA MINIMUM SURVEY STANDARDS, TITLE 866 IAC 1-16 FOR THE TYPE OF SURVEY, DOCUMENT OR REPORT AS INDICATED HEREIN, DATED THIS 11TH DAY OF MARCH, 2011.

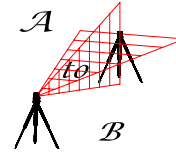
BRENT JOHNSON, R.L.S.
INDIANA REG. NO. 20000002

Retracement Survey		A to B Surveying, LLC	
DATE	11-01-12	26 N. 5th Street Vincennes, IN 47591	
CONTACT	Nan O'Neill Wallack Somers & Haas, PC One Indiana Square, Suite 1500 Indianapolis, IN 46204	PHONE	(812) 882-0476 Fax (812) 882-0476 atob@scglobe.net
CLIENT	Johnson	DATE	01 of 06
PROJECT	C:_2011 Projects\11-012 DMI Retracement\11-012.dwg		

A to B Surveying, llc

26 North 5th Street • Vincennes, IN 47591

Phone & Fax (812) 882-0476 • e-mail: atob@sbcglobal.net



Boundary • Topography
Volumes • Land Title
Location Reports
Elevation Certificates
Construction Staking

Descriptions

Subject Tract Descriptions – Per Exhibit “A” of Title Insurance Commitment #000440783, as prepared by the Chicago Title Insurance Company

TRACT I:

A part of the Southwest Quarter of Section 22, Township 4 North, Range 3 West, Martin County, Indiana, and being more particularly described as follows:

Commencing at a stone at the Southeast corner of said Quarter; thence with the South line of said Quarter North 90 degrees 00 minutes 00 seconds West (assumed bearing) 955.56 feet to a T-Post being the true point of beginning; thence continuing along said South line North 90 degrees 00 minutes 00 seconds West a distance of 380.56 feet to a T-Post; thence leaving said South line North 01 degree 04 minutes 15 seconds East a distance of 875.00 feet to a T-Post; thence South 89 degrees 59 minutes 09 seconds East a distance of 100.00 feet to a T-Post; thence North 01 degree 04 minutes 15 seconds East a distance of 777.58 feet to a T-Post; thence South 89 degrees 58 minutes 57 seconds East a distance of 280.52 feet to a T-Post; thence South 01 degree 04 minutes 10 seconds West a distance of 1,652.47 feet to the point of beginning. Containing 12.65 acres, more or less.

ALSO: A part of the Southwest Quarter of Section 22, Township 4 North, Range 3 West, Martin County, Indiana, and being more particularly described as follows:

Commencing at a stone at the Southeast corner of said Quarter; thence with the South line of said Quarter North 90 degrees 00 minutes 00 seconds West (assumed bearing) 575.00 feet to a T-Post being the true point of beginning; thence continuing along said South line North 90 degrees 00 minutes 00 seconds West a distance of 380.56 feet to a T-Post; thence leaving said South line North 01 degree 04 minutes 10 seconds East a distance of 1,652.47 feet to a T-Post; thence South 89 degrees 58 minutes 57 seconds East a distance of 380.52 feet to a T-Post; thence South 01 degree 04 minutes 05 seconds West a distance of 1,652.35 feet to the point of beginning. Containing 14.43 acres, more or less.

ALSO: A part of the Southwest Quarter of Section 22, Township 4 North, Range 3 West, Martin County, Indiana, and being more particularly described as follows:

Beginning at a stone at the Southeast corner of said Quarter; thence with the South line of said Quarter North 90 degrees 00 minutes 00 seconds West (assumed bearing) a distance of 575.00 feet to a T-Post; thence leaving said South line North 01 degree 04 minutes 05 seconds East a distance of 1,652.35 feet to a T-Post; thence South 89 degrees 58 minutes 57 seconds East a distance of 575.00 feet to the East line of said Quarter marked with a T-Post; thence with said East line South 01 degree 04 minutes 05 seconds West a distance of 1,652.18 feet to the point of beginning. Containing 21.81 acres, more or less.

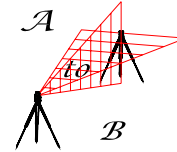
ALSO: A part of the Southwest Quarter of Section 22, Township 4 North, Range 3 West, Martin County, Indiana, and being more particularly described as follows:

Commencing at a stone at the Southeast corner of said Quarter; thence with the South line of said Quarter North 90 degrees 00 minutes 00 seconds West (assumed bearing), 1,336.12 feet to a T-Post; thence leaving said South line North 01 degree 04 minutes 15 seconds East a distance of 538.95 feet to a T-Post being the true point of beginning; thence North 74 degrees 02 minutes 26 seconds West a distance of 612.90 feet to the Easterly right-of-way of State Road #450; thence with said right-of-way North 27 degrees 18 minutes 31 seconds East a distance of 53.16 feet to a concrete right-of-way monument; thence continuing along said right-of-way North 22 degrees 59 minutes 00 seconds East a distance of 256.33 feet to a concrete right-of-way monument; thence continuing along said right-of-way North 04 degrees 09 minutes 50 seconds East a distance of 283.55 feet to a concrete right-of-way monument; thence leaving said right-of-way South 77 degrees 32 minutes 26 seconds East a distance of 569.04 feet to a T-Post; thence South 01 degree 04 minutes 15 seconds West a distance of 275.85 feet to a T-Post; thence North 89 degrees 59 minutes 09 seconds West a distance of 100.00 feet to a T-Post; thence South 01 degree 04 minutes 15 seconds West a distance of 336.05 feet to the point of beginning. Containing 7.75 acres, more or less.

A to B Surveying, llc

26 North 5th Street • Vincennes, IN 47591

Phone & Fax (812) 882-0476 • e-mail: atob@sbcglobal.net



Boundary • Topography
Volumes • Land Title
Location Reports
Elevation Certificates
Construction Staking

TRACT II:

A part of the Southwest Quarter of Section 22, Township 4 North, Range 3 West, Martin County, Indiana, and being more particularly described as follows:

Commencing at a stone at the Southeast corner of said Quarter; thence with the South line of said Quarter North 90 degrees 00 minutes 00 seconds West (assumed bearing) 1,336.12 feet to a T-Post being the true point of beginning; thence continuing along said South line North 90 degrees 00 minutes 00 seconds West a distance of 625.19 feet to the Easterly right-of-way of S.R. #450; thence leaving said South line and with said right-of-way North 03 degrees 54 minutes 41 seconds East a distance of 130.52 feet to a concrete right-of-way monument; thence continuing along said right-of-way North 43 degrees 27 minutes 58 seconds East a distance of 65.98 feet to a concrete right-of-way monument; thence continuing along said right-of-way North 14 degrees 54 minutes 46 seconds East a distance of 91.35 feet; thence continuing along said right-of-way North 11 degrees 14 minutes 18 seconds West a distance of 265.88 feet to a concrete right-of-way monument; thence continuing along said right-of-way North 02 degrees 23 minutes 08 seconds East a distance of 154.03 feet to a concrete right-of-way monument; thence continuing along said right-of-way North 27 degrees 18 minutes 31 seconds East a distance of 29.63 feet; thence leaving said right-of-way South 74 degrees 02 minutes 26 seconds East a distance of 612.90 feet to a T-Post; thence South 01 degree 04 minutes 15 seconds West a distance of 538.95 feet to the point of beginning, containing 8.49 acres, more or less.

Surveyor's Report

In accordance with the Indiana Survey Standards as defined in Title 865, Article 1, Rule 12 of the Indiana Administrative Code, the following opinions and observations are submitted regarding the various uncertainties in the locations of lines and corners established this survey as a result of:

- Availability, Condition and Integrity of Reference Monuments;
- Record Descriptions and Plats;
- Lines of Occupation, and
- Relative Positional Accuracy of Measurements

There **MAY BE** unwritten rights associated with these uncertainties.

Relative Positional Accuracy (RPA), as defined by IAC 865, is a value expressed in feet that represents uncertainty due to random errors in measurement of any point on a survey relative to any other point on the same survey, at a 95 percent confidence level. The RPA of this survey, based upon the intended land use, is within the specifications set forth by IAC 865 for a "RURAL" survey (0.26 feet plus 200 parts per million).

There may be differences of deed dimensions versus measured dimensions along the boundary lines shown hereon and, likewise, there may be found survey markers near, but not precisely at, some boundary corners. In cases where the magnitude of these differences are less than the Positional Accuracy stated above and less than the uncertainty identified for the reference monumentation (discussed below), the differences may be considered insignificant and are shown only for purposes of mathematical closure. Such differences that are greater than the Positional Accuracy and the uncertainty in reference monumentation should be considered worthy of notice and are therefore discussed further below.

PURPOSE

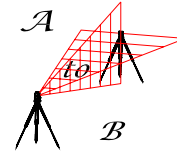
This survey was ordered by Wallack Somers & Haas, PC (Contact: Nan O'Neil) to perform a "Retracement Survey" on property described as Tracts I & II in Exhibit "A" of Title Insurance Commitment #000440783, as prepared by the Chicago Title Insurance Company. This report applies to a survey by A to B Surveying, LLC. under the direct supervision of Brent Johnson, R.L.S. Indiana Registration No. 20000002.

Control monuments and site features for this survey were tied-in utilizing GPS real-time kinematic measurements made from control stations established from observations made from the NGS monument "JOSEPHINE 2" (PID: JA0699). Point features obstructed by canopy were located using an electronic total station from the established gps control. The datum is based on the Indiana State Plane Coordinate System, West Zone [NAD 83(1997)]. All gps observations have been reduced by an average combined scale factor and the distance measurements shown on the plat are ground dimensions.

A to B Surveying, LLC

26 North 5th Street • Vincennes, IN 47591

Phone & Fax (812) 882-0476 • e-mail: atob@sbcglobal.net



Boundary • Topography
Volumes • Land Title
Location Reports
Elevation Certificates
Construction Staking

RECORD DESCRIPTION

Ownership shown hereon is per county and township records indicated or in title work provided by others. A to B Surveying, LLC. assumes no responsibility for the correctness of the public records or information supplied by others.

Subject Tract: Tracts I & II in Exhibit “A” of Title Insurance Commitment #000440783, dated January 31, 2011 and prepared by the Chicago Title Insurance Company.

Tract I – Deed Record 145, Page 61 (Inst. #2007001211) - Grantee: David R. Moulder, et ux

Tract I contains metes and bounds descriptions for four parcels, all of which have negligible mathematical closure errors.

Tract II – Deed Record 148, Page 20 (Inst. #200901013) - Grantee: David Moulder, et ux

Tract II is a metes and bounds type description that contains a negligible mathematical closure error. Tract I deed is subject to a 50 feet wide road easement that runs along portions of the West, North and East lines, as shown on the accompanying plat.

Subject Tract descriptions and the adjoining deeds to the North (Deed Record 149, Page 158 & Deed Record 138, Page 276) appear to have been created by the subdivision of the property by a prior landowner (Dennis R. Etienne). All the descriptions have good mathematical closures and call for monumentation, indicating that the parcels were created by the benefit of a survey. The current owner provided a “sketch” depicting the parcel layout, which is in agreement with the current deeds; however the “sketch” was not certified by a registered land surveyor. It appears that Mr. Etienne prepared or had the “sketch” and descriptions prepared prior to the transfer of these parcels.

The aforementioned Dennis Etienne property (Deed Record 137, page 341) calls the SW/4 of Section 22 with an exception for 40 acres West of S.R. 450 and four additional exceptions, three of which are for S.R. 450 right-of-way acquired during the re-alignment of the highway. No current deeds of record were found for the State of Indiana right-of-way adjoining Subject Tract on the West.

Martin County records depict the adjoining property to the East being in the name of Gary L. & Rowenna Tripp, however no current deed of record was found.

The Uncertainties in Record Descriptions: as noted above.

RECORD MONUMENTS

Monuments/Surveys of Record

- Plat of Survey of property in the SE/4, NW/4 of Section 22 by Michael D. Arena, RLS #S0242, dated February 16, 2001 and recorded in Survey Book B, page 137.
- Plat of Survey of property in the NE/4 of Section 22 by Lee Utt, RLS #S0089, dated October 20, 2005 and recorded in Survey Book C, page 738.
- Plat of Survey of property in the SW/4 of Section 22 (area West of S.R. 450) by Nelson Prall, RLS #1-234 dated November 18, 1983. This plat was provided by the Martin County Surveyor, Paul Sanders, RLS.
- Subject Tract deeds call T-Post at the majority of the corners and right-of-way markers along the Western lines.

Theory of Location in the Establishment of Lines and Corners

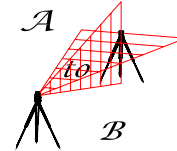
The following corner reference numbers are as shown on the accompanying plat:

- The South line of the SW/4 was established between corners 1 and 19. Corners 1 & 19 are referenced on the INDOT right-of-way plans and the aforementioned Prall survey. The measured distance between the two monuments varied by 3.97’ short vs. INDOT and 0.83’ long vs. Prall. T-Post called in Subject Tract deed varied from this alignment by the following: No T-Post found at corner 22, however a metal (1/4” diameter) rod was found and used for alignment of the East line of Tract II; T-Post found 0.47’ South of corner 21; T-Post found 0.42’ South of corner 20. Said T-Posts were used for the alignment of the lines proceeding North from said corners.
- The East line of the SW/4 was established between corners 19 and 18. Corner 18 is referenced on the aforementioned Arena survey. The aforementioned “sketch” of Etienne property depicts a post at this corner. The found corner stone is at the base of a railroad tie corner post. No markings were found on the stone, however it was planted vertically in the

A to B Surveying, llc

26 North 5th Street • Vincennes, IN 47591

Phone & Fax (812) 882-0476 • e-mail: atob@sbcglobal.net



Boundary • Topography
Volumes • Land Title
Location Reports
Elevation Certificates
Construction Staking

ground and has been accepted on prior surveys in the area. Subject Tract deed calls a T-Post at corner 17. The T-Post was found to be 0.94' West of the alignment of the East line of the quarter. Said T-Post was used for alignment to the West.

- Corner 2 and 3 were established at 16.5' East of the centerline of Old S.R. 450 per the INDOT right-of-way drawings. The 1/2" iron pipes found in the centerline (16.5' West of corners 4 and 2) were set by Prall in 1983. Subject Tract deed (Tract II) calls a straight line from corner 2 to corner 4, but also gives an intent call of along the right-of-way, thus the alignment established on the INDOT right-of-way drawings were held this survey. Corner 3 varies from the straight line between corners 2 and 4 by 1.4' East.
- Corners 4-8 and 10-12 were established per the INDOT right-of-way plans for S.R. 450. The established corners varied from the existing concrete right-of-way monuments (as called in Subject Tract deed) by the following:
 - Corner 4 – r-o-w monument found N 31-33-17 E, 0.99'.
 - Corner 5 – r-o-w monument found N 35-04-38 E, 0.70'.
 - Corner 8 – r-o-w monument found N 00-56-10 W, 1.60'.
 - Corner 10 – r-o-w monument found S 66-42-51 E, 0.99'.
 - Corner 11 – r-o-w monument found N 78-40-28 E, 1.11'.
 - Corner 12 – r-o-w monument found broken N 80-23-33 E, 0.56'.
- The North line of Subject Tract I (Parcels 1-3) was established from corner 14 through corner 17. Corners 15 and 16 were found to be on this line.
- Corners 13, 24 & 25 were accepted as called in Subject Tract deed.
- The called T-Post at corner 23 was not found and the corner was monument on the line between corners 24 and 22 at it proportionate position.
- A 16d nail was found 0.33' NW of corner 9 and was used for the alignment of the North line of Tract II.

The Uncertainties in Reference Monuments: 3.97 feet, as noted above.

LINES OF OCCUPATION

- Fence remains in trees were noted to vary from the South line of the SW/4 by as much as 3.0' South and 2.0' North. Trails were noted along the South line of the SW/4, as shown on the accompanying plat. The trail near the SW corner of the 3rd Parcel of Tract I extends North of said South line by as much as 10.8'. Several trails exist throughout Subject Tract and there may be others that cross the boundary lines that were not visible during the course of this survey.
- A wire fence varies from the North line of the 4th Parcel of Tract I by as much as 31.5', as shown on the accompanying plat.
- Overhead electric lines and evidence of underground utilities (Fiber Optic Markers) were noted along the Western lines of Subject Tract, as shown on the accompanying plat.
- No other visible lines of possession were noted.

The Uncertainties in Lines of Occupation: ±31.5 feet, as noted above.

RESERVATIONS

Except as specifically stated or shown on the accompanying Plat, this survey does not purport to reflect any of the following which may be applicable to the subject tract: easements, other than those possible easements that were visible at the time of this survey; building setback lines; restrictive covenants; zoning or other land-use regulations; and any other facts that an accurate and current title search may disclose.

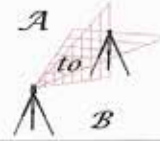
CERTIFICATION

Subject to the above reservations, I hereby certify that the survey work was performed by me or under my direct supervision and control and that all the information contained in this report is true and correct to the best of my knowledge and belief and this report and associated Plat were performed in accordance with the current Indiana Minimum Survey Standards, 865 IAC 1-12 for this type of survey.

A to B Surveying, llc

26 North 5th Street • Vincennes, IN 47591

Phone & Fax (812) 882-0476 • e-mail: atob@sbcglobal.net



Boundary • Topography
Volumes • Land Title
Location Reports
Elevation Certificates
Construction Staking

AFFIRMATION

In accordance with IC 36-2-7.5-5(a), 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.

 3/11/2011

Brent Johnson, R.L.S.
Indiana Registration No. 20000002

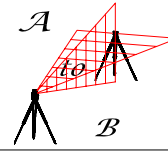
Date: March 11, 2011
Job Number: 11-012



A to B Surveying, llc

26 North 5th Street • Vincennes, IN 47591

Phone & Fax (812) 882-0476 • e-mail: atob@sbcglobal.net



Boundary • Topography
Volumes • Land Title
Location Reports
Elevation Certificates
Construction Staking

Surveyor's Report

In accordance with the Indiana Survey Standards as defined in Title 865, Article 1, Rule 12 of the Indiana Administrative Code, the following opinions and observations are submitted regarding the various uncertainties in the locations of lines and corners established this survey as a result of:

- Availability, Condition and Integrity of Reference Monuments;
- Record Descriptions and Plats;
- Lines of Occupation, and
- Relative Positional Accuracy of Measurements

There **MAY BE** unwritten rights associated with these uncertainties.

Relative Positional Accuracy (RPA), as defined by IAC 865, is a value expressed in feet that represents uncertainty due to random errors in measurement of any point on a survey relative to any other point on the same survey, at a 95 percent confidence level. The RPA of this survey, based upon the intended land use, is within the specifications set forth by IAC 865 for a "RURAL" survey (0.26 feet plus 200 parts per million).

There may be differences of deed dimensions versus measured dimensions along the boundary lines shown hereon and, likewise, there may be found survey markers near, but not precisely at, some boundary corners. In cases where the magnitude of these differences are less than the Positional Accuracy stated above and less than the uncertainty identified for the reference monumentation (discussed below), the differences may be considered insignificant and are shown only for purposes of mathematical closure. Such differences that are greater than the Positional Accuracy and the uncertainty in reference monumentation should be considered worthy of notice and are therefore discussed further below.

PURPOSE

This survey was ordered by Woltz & Schrader Real Estate Auctions to perform "Original Surveys" on multiple auctioned tracts created from properties owned by Kimball International. This report applies to a survey by A to B Surveying, LLC. under the direct supervision of Brent Johnson, R.L.S. Indiana Registration No. 20000002.

Control monuments and site features for this survey were tied-in utilizing GPS real-time kinematic measurements made from control stations established from observations made from the NGS monument "JOSEPHINE 2" (PID: JA0699). Point features obstructed by canopy were located using an electronic total station from the established gps control. The datum is based on the Indiana State Plane Coordinate System, West Zone [NAD 83(1997)]. All gps observations have been reduced by an average combined scale factor and the distance measurements shown on the plat are ground dimensions.

RECORD DESCRIPTION

Ownership shown hereon is per county and township records indicated or in title work provided by others. A to B Surveying, LLC. assumes no responsibility for the correctness of the public records or information supplied by others.

Parent Tracts: D.R. 110, P. 619 (Parcels 7, 13, 16 & part of parcels 3, 4, 5 & 8) **Grantee:** Kimball International, Inc.

Parent Tracts: D.R. 143, P. 206 (Part of Parcel 1) **Grantee:** Kimball International, Inc.

Parent Tracts: D.R. 110, P. 626 (Parcel 1) **Grantee:** Kimball International, Inc.

Subject Tracts: A new description has been prepared combining Auction Tracts Numbered 36, 37 and 38, which is included at the end of this report.

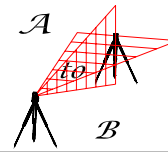
Gaps, Overlaps and/or Ambiguities:

Deed Record 110, page 619 (Parcel 7): Parcel 7 is a description by area, being all that part of the North Half of the Southeast Quarter of Section 20 that lies East of County Road 125. That portion of County Road 125 North of the South line of this tract appears to be no longer maintained and only the remains of an old road bed exist.

A to B Surveying, llc

26 North 5th Street • Vincennes, IN 47591

Phone & Fax (812) 882-0476 • e-mail: atob@sbcglobal.net



Boundary • Topography
Volumes • Land Title
Location Reports
Elevation Certificates
Construction Staking

Deed Record 110, page 619 (Parcel 13): Parcel 13 description is for that portion of the Southern Indiana Railroad right-of-way (now abandoned) that ran through the Northeast Quarter of Section 20. The description is for a 150 feet wide strip bound on the North end by the centerline of Sulpher Creek and on the South end by the South line of the Northeast Quarter. A metes and bounds description and survey plat for said portion of railroad was found in chain of title recorded in Deed Record 53, page 190. This portion of Parent Tract was not included in the overall perimeter description combining Auction Tracts 36, 37 & 38 and the existing description can be used for transfer.

Deed Record 110, page 619 (Parcel 16): Parcel 16 description is for a portion of the Southern Indiana Railroad right-of-way (now abandoned) that is bound on the West by the East line of the above referenced 150 feet strip, on the Northeast by the centerline of Sulpher Creek and on the South by the South line of the Northeast Quarter (small triangular shaped tract). A metes and bounds description and survey plat for said portion of railroad was found in chain of title recorded in Deed Record 53, page 190.

Deed Record 110, page 619 (Part of Parcel 3): A portion of Parcel 3 is a USPLS type description of the East Half of the Southeast Quarter of Section 17. The portion of said deed that was protracted for part of Auction Tract 38 lies South of the centerline of County Road 115.

Deed Record 110, page 619 (Part of Parcel 4): A portion of Parcel 4 is a USPLS type description of the Southwest Quarter of Section 21. The portion of said deed that was protracted for part of Auction Tract 36 is bound on the North, East and South by the quarter section lines and on the West by the centerline of Indian Creek and lines of Auction Tract 35.

Deed Record 110, page 619 (Part of Parcel 4): A portion of Parcel 4 is a USPLS type description of the North Half of the Southeast Quarter of Section 21. This entire portion of Parent Tract is included in Auction Tract 36.

Deed Record 110, page 619 (Part of Parcel 5): A portion of Parcel 5 is a USPLS type description of the Northwest Quarter of Section 28. The portion of said deed that was protracted for part of Auction Tract 36 is bound on the North and East by the quarter section lines, on the South by the North right-of-way of State Road 450 and on the West by the East line of Auction Tract 35.

Deed Record 110, page 619 (Part of Parcel 8): A portion of Parcel 7 is described as being all that part of the Southeast Quarter of the Southeast Quarter of Section 20 that lies East of County Road 125. Said deed does not contain an exception for a cemetery that exists in the Southwest corner of said tract. The description for said cemetery was found recorded in Deed Record 37, page 141. The only portion of this tract that is not included in Auction Tract 37 is the portion in the Southeast corner that lies East of the centerline of Indian Creek.

Deed Record 143, page 206 (Part of Parcel 1): A portion of Parcel 1 is a description by area, being all that portion of the East Half of the Northeast Quarter of Section 20 that lies East of Sulpher Creek. This entire portion is included in Auction Tract 38.

Deed Record 143, page 206 (Part of Parcel 1): A portion of Parcel 1 is a USPLS type description of the South Half of the Northwest Quarter of Section 21 and a strip type description of an 8 rod wide strip off the entire South end of the Northeast Quarter of the Northwest Quarter of Section 21. All that portion of these tracts that lie North of the centerline of Indian Creek are included in Auction Tract 38 and that portion South of the creek is included in Auction Tract 36.

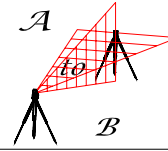
Deed Record 143, page 206 (Part of Parcel 1): A portion of Parcel 1 is a USPLS type description of the Northwest Quarter of the Northwest Quarter of Section 21 with an exception for a 2 acre tract in the Southeast corner thereof. The 2 acre exception is described as being a strip 4 rods wide by 40 rods long (North/South), which calculates to only 1 acre. The adjoining description (Deed Record 143, page 472) calls this strip to be 8 rods wide by 40 rods long which does calculate to 2 acres. The adjoining description was used this survey and Parent Tract description was considered to be a typographical error. That portion of this description included in Auction Tract 38 lies South of County Road 115.

Deed Record 110, page 626 (Parcel 1): Parcel 1 is a description by area, being all that part of the North Half of the Southeast Quarter of Section 20 that lies West of County Road 125. That portion of County Road 125 North of the South line of this tract is no longer maintained and only the remains of an old road bed exist. The entire portion of this tract is included in Auction Tract 37.

A to B Surveying, llc

26 North 5th Street • Vincennes, IN 47591

Phone & Fax (812) 882-0476 • e-mail: atob@sbcglobal.net



Boundary • Topography
Volumes • Land Title
Location Reports
Elevation Certificates
Construction Staking

Indian Creek: A “Roster of Indiana Waters declared Navigable or Nonnavigable” is published in the Natural Resources Commission Information Bulletin #3 (Third Amendment) on the Indiana Department of Natural Resources website. The Natural Resources Commission was contacted and they provided what appears to be a legislative declaration for Indian Creek that reads [“...Indian Creek, from the line where the Martin County line crosses said creek, to its mouth...(is) hereby declared (a) public...(highway); and ...navigable...” Laws of Indiana, 1828-29, p. 80. See also, Special Laws of Indiana, 1830-31, p. 96]. The bulletin states that a determination of navigability by any legislative or administrative entity is subject to judicial scrutiny and modification. The bulletin further states that “since a determination of navigability is ultimately based upon a judicial finding which is both waterway and site specific, any roster is subject to criticism because it is incomplete”.

Parent Tract deeds do not mention Indian Creek as being an excepted area or a natural boundary in any of their writings. Additionally, adjoining descriptions reviewed for this project were found to use the center of Indian Creek as a natural boundary between parcels. Parent Tract boundaries were surveyed as described in the current deeds of record thus no exceptions were made for Indian Creek and in some cases the center of Indian Creek was used as a natural boundary between new tracts created by this survey. Note, however, that based on the above findings Indian Creek is listed on the Indiana Navigable Waterway Roster and the State of Indiana may hold title to the “ordinary high water mark” of Indian Creek.

The Uncertainties in Record Description: Title to Indian Creek, as noted above.

RECORD MONUMENTS

Monuments/Surveys of Record

- Original Government Survey field notes for Township 4 North, Range 3 West as surveyed by L. Barber & A. Henrie in 1807 & 1810. These field notes and plats are on file in the Martin County Recorders Office.
- Legal Survey of Section 17 by J. Brennan, S.M.C. dated April 27, 1882 and recorded in Survey Book 1, page 298.
- Legal Survey of Section 16 by J. Hennon, S.M.C. dated March 20, 1866 and recorded in Survey Book 1, page 148.
- Legal Survey of portions of Sections 21 & 28 by J. Hennon, S.M.C. dated April 24, 1867 and recorded in Survey Book 1, page 145.
- Legal Survey of Section 21 J. Marshall, S.M.C. dated May 22, 1883 and recorded in Survey Book 1, page 327.
- Legal Survey of Section 20 by J. Stapleton, S.M.C. dated October 24, 1906 and recorded in Survey Book 2, page 110.
- An in-house Plat of Survey by A to B Surveying, Inc. (William L. Clark, RLS #80910013) dated April 25, 1996.
- Plat of Survey by Landmark Surveying Co., Inc. (Darren L. Helms, RLS #29600022) dated March 08, 2000 and recorded in Survey Book A, page 518.
- Plat of Survey by Marston R. Fowler, RLS #11238 dated May 02, 1998 and recorded in Survey Book A, page 420.
- Plat of Survey by Nelson Prall, RLS #1-234 dated November 18, 1983. This plat was provided by Paul Sanders, RLS.

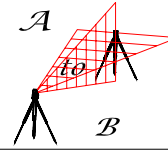
Theory of Location in the Establishment of Lines and Corners

- The Northeast corner of Section 20 was established at the extension of a line from the stones found at the N/4 and NW corner of NE/4, NW/4 of Section 21 to a point that would make the stone found at the NW corner of the NE/4, NE/4 of Section 20 the midpoint of the North line of the NE/4 of Section 20.
- The E/4 corner of Section 20 was established by record dimension from a witness tree (48” Sycamore) found on West bank of Sulpher Creek per calls in Legal Survey Book 1, page 327.
- Stones were found at the center of Section 20 and the NW corner of the NE/4, SE/4 per Legal Survey Book 2, page 110.
- The S/4 corner of Section 20 was calculated (74.25’ South) from a stone found marking the NW corner of a 0.50 acre tract in the SW corner of the SE/4 per Legal Survey Book 2, page 85. A stone was also found marking the SE corner of said 0.50 acre tract. Said stone at the NW corner of the 0.50 acre tract was previously used as the quarter corner on a survey by A to B Surveying, Inc. (William L. Clark, RLS #80910013) dated April 25, 1996.

A to B Surveying, llc

26 North 5th Street • Vincennes, IN 47591

Phone & Fax (812) 882-0476 • e-mail: atob@sbcglobal.net



Boundary • Topography
Volumes • Land Title
Location Reports
Elevation Certificates
Construction Staking

- The Southeast corner of Section 20 was established by double proportionate measure between the following corners: E/4 corner of Section 20; stone at SW corner, SE/4, SE/4 of Section 21; SW corner, NW/4, NW/4 of Section 28; S/4 corner of Section 20. Original Government Survey dimensions for these lines were used for the record dimensions.
- The monumented sectionalized corners of the SE/4 of Section 20 were established by aliquot points of division.
- The S/4 corner of Section 21 was established at the extension of the line between monuments at the SE corner of the section and SE corner of the SW/4, SE/4 and at the same dimension.
- The E/4 corner of Section 21 was established per reference ties to the 1983 Prall survey.
- A stone was found marking the center of Section 21 per Legal Survey Book 1, page 327.
- The remaining monumented sectionalized corners were established by aliquot points of division.
- The SE corner of the NE/4, NW/4 of Section 28 was established per INDOT road plans.
- The remaining monumented corners of Auction Tracts were established per the clients direction.

The Uncertainties in Reference Monuments: 74.25 feet, variation between S/4 corner Sec. 20 & Clark's position.

LINES OF OCCUPATION

TRACT 36

- Traces of fence (in ground) was found running in a North/South direction that is 31' East of the monumented SW corner of the N/2, SE/4 of Section 21. A "T" post painted yellow was also found 87.3' North and 44.8' East of this corner.
- A heavy tree line running North/South was noted 28' East of the monumented South Quarter corner of Section 21.
- The centerline of Indian Creek was used for the Westerly lines of Tract 36.
- Fence was found in trees running West from the monumented East Quarter corner of Section 21.
- The accepted Prall pipe marking the SE corner of the N/2 of the SE/4 of Section 21 is 52.5' South and 12.0' West of a "T" post painted yellow. Evidence of fence was found running North/South near said "T" post.
- No other physical lines of possession were noted.

TRACT 37

- The Easterly lines follow the centerline of Indian Creek.
- The Westerly lines of the South portion of this tract follow the centerline of County Road 125. A gate exists on said road near the South line of the adjoining tract to the West (Deed Record 129, page 16, Salter) and although the gate is open, it does not appear that the road is maintained North of this gate. The roadway is passable North of said gate to the South line of the North Half of the Quarter and impassable beyond this point.
- Fence lines and remains of fence were found to be in close agreement with the South, West and North lines of the North Half of the Quarter, with the largest variation being 10.5' (fence South of line) at a point where the county road crosses the South line of the North Half of the quarter.
- No other physical lines of possession were noted.

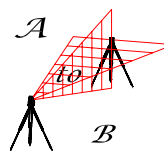
TRACT 38

- Evidence of right-of-way fence were noted along the East and West lines of the old railroad through the NE Quarter of Section 20.
- The Westerly lines of Tract 38 follow the centerline of Sulpher Creek.
- The Northerly lines of Tract 38 follow the centerline of County Road 115.
- A crop line/edge of woods runs in an East/West direction along a portion of the Southeast portion of Tract 38. Said possession line is 103' North of the monumented NW corner of the SE/4, NW/4 of Section 21.
- A fence line lies as much as 12.8' West of the monumented East line of Tract 38.

A to B Surveying, llc

26 North 5th Street • Vincennes, IN 47591

Phone & Fax (812) 882-0476 • e-mail: atob@sbcglobal.net



Boundary • Topography
Volumes • Land Title
Location Reports
Elevation Certificates
Construction Staking

- No other physical lines of possession were noted.

The Uncertainties in Lines of Occupation: 103 feet, as noted above.

RESERVATIONS

Except as specifically stated or shown on the accompanying Plat, this survey does not purport to reflect any of the following which may be applicable to the subject tract: easements, other than those possible easements that were visible at the time of this survey; building setback lines; restrictive covenants; zoning or other land-use regulations; and any other facts that an accurate and current title search may disclose.

CERTIFICATION

Subject to the above reservations, I hereby certify that the survey work was performed by me or under my direct supervision and control and that all the information contained in this report is true and correct to the best of my knowledge and belief and this report and associated Plat were performed in accordance with the current Indiana Minimum Survey Standards, 865 IAC 1-12 for this type of survey.

AFFIRMATION

In accordance with IC 36-2-7.5-5(a), 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.

Brent Johnson, R.L.S.
Indiana Registration No. 20000002

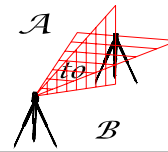
Date: January 30, 2009
Job Number: 08-105



A to B Surveying, llc

26 North 5th Street • Vincennes, IN 47591

Phone & Fax (812) 882-0476 • e-mail: atob@sbcglobal.net



Boundary • Topography
Volumes • Land Title
Location Reports
Elevation Certificates
Construction Staking

Prepared Description

COMBINED DESCRIPTION OF TRACTS 36, 37 & 38 - ±528.92ACRES

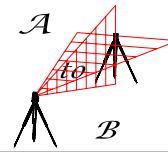
A part of the Northwest Quarter of Section 28, a part of the East Half of Section 20, a part of Section 21 and a part of the Southeast Quarter of the Southeast Quarter of Section 17, all in Township 4 North, Range 3 West, situated in Mitchellree Township, Martin County, Indiana, as shown on a Plat of Survey by A to B Surveying, LLC, dated January 30, 2009 and being more particularly described as follows:

Beginning at a eight inch by twelve inch stone with carved "x" found exposed eight inches marking the center quarter corner of said Section 21; thence along the North line of the Southeast Quarter of said section, South 88 degrees 57 minutes 23 seconds East, 2673.91 feet to a 5/8 inch iron pin bearing a plastic cap inscribed "Johnson 20000002", hereon called an "iron monument" marking the East Quarter corner of said section; thence along the East line of said Southeast Quarter, South 00 degrees 03 minutes 19 seconds East, 1322.64 feet to a 1/2 inch iron pipe bearing a plastic cap inscribed "Prall LS 10284" found flush marking the Southeast corner of the North Half of the Southeast Quarter of said section; thence along the South line of said North Half, North 88 degrees 51 minutes 36 seconds West, 2665.21 feet to an "iron monument" marking the Southwest corner of said North Half; thence along the West line of aforesaid Southeast Quarter, South 00 degrees 26 minutes 14 seconds East, 1318.36 feet to an "iron monument" marking the South Quarter corner of Section 21; thence along the East line of the Northwest Quarter of Section 28, South 00 degrees 50 minutes 41 seconds East, 1095.72 feet to an "iron monument" on the North right-of-way of State Road 450; thence along said North right-of-way the following courses and distances: South 87 degrees 11 minutes 18 seconds West, 77.85 feet; North 67 degrees 37 minutes 08 seconds West, 463.52 feet; South 72 degrees 26 minutes 08 seconds West, 495.20 feet; South 88 degrees 51 minutes 28 seconds West, 450.00 feet to a five inch by five inch concrete right-of-way marker; thence leaving said right-of-way, North 00 degrees 38 minutes 13 seconds West, 1927.87 feet to an "iron monument"; thence North 88 degrees 45 minutes 14 seconds West, 1089.62 feet to the centerline of Indian Creek (witness an "iron monument", South 88 degrees 45 minutes 14 seconds East, 60.00 feet); thence along said centerline the following courses and distances: South 18 degrees 26 minutes 14 seconds West, 197.92 feet; South 20 degrees 50 minutes 23 seconds West, 332.71 feet; South 19 degrees 27 minutes 30 seconds West, 333.99 feet to the South line of Section 20 (witness an "iron monument", South 89 degrees 34 minutes 49 seconds West, 60.00 feet); thence leaving aforesaid centerline and along the South line of Section 20, South 89 degrees 34 minutes 49 seconds West, 826.35 feet to an "iron monument" marking the Southeast corner of a one acre cemetery tract described in Deed Record 37, page 141 in the Office of the Recorder of Martin County, Indiana; thence North 05 degrees 04 minutes 57 seconds East, 157.41 feet to an "iron monument" marking the Northeast corner of said one acre tract; thence North 89 degrees 51 minutes 44 seconds West, 329.15 feet to the Northwest corner of said one acre tract and being in the centerline of County Road 125 (witness an "iron monument", South 89 degrees 51 minutes 44 seconds East, 25.00 feet); thence along said centerline the following courses and distances: North 13 degrees 39 minutes 26 seconds East, 64.36 feet; North 23 degrees 50 minutes 45 seconds East, 209.84 feet; North 12 degrees 06 minutes 08 seconds East, 238.83 feet; North 03 degrees 55 minutes 36 seconds West, 88.42 feet; North 10 degrees 20 minutes 02 seconds West, 133.64 feet; North 06 degrees 09 minutes 11 seconds West, 131.74 feet; North 00 degrees 06 minutes 22 seconds East, 222.06 feet; North 05 degrees 18 minutes 26 seconds West, 102.29 feet to the South line of the Northeast Quarter of the Southeast Quarter of Section 20 (witness an "iron monument", South 89 degrees 43 minutes 36 seconds West, 25.00 feet); thence leaving said centerline and along the South line of said quarter-quarter, South 89 degrees 43 minutes 36 seconds West, 123.78 feet to an "iron monument" marking the Southeast corner of the Northwest Quarter of the Southeast Quarter of Section 20; thence along the South line of said quarter-quarter, South 89 degrees 43 minutes 36 seconds West, 1322.61 feet to an "iron monument" marking the Southwest corner of said quarter-quarter; thence along the West line of said quarter-quarter, North 00 degrees 01 minutes 42 seconds West, 1325.43 feet to a five inch by six inch stone with carved "x" marking the Northwest corner of said quarter-quarter; thence along the North line of said quarter-quarter, South 89 degrees 33 minutes 31 seconds East, 1318.58 feet to a four inch by eight inch stone with carved "x" found marking the Northeast corner of said quarter-quarter; thence along the North line of the Northeast Quarter of the Southeast Quarter of Section 20, North 89 degrees 18 minutes 02 seconds East, 1096.03 feet to an "iron monument" on the Easterly right-of-way of the abandoned Southern Indiana Railroad; thence along said right-of-way in a non-tangent curve to the left with an arc length of 520.20 feet, a radius of 1030.37 feet, and a long chord bearing and distance of North 28 degrees 08 minutes 53 seconds West, 514.69 feet, thence continuing along said right-of-way, North 42 degrees 36 minutes 41 seconds West, 240.09 feet to the centerline of Sulpher Creek; thence along said centerline the following courses and distances: North 11 degrees 00 minutes 10 seconds West, 32.37 feet; North 30 degrees 31 minutes 20 seconds East, 61.06 feet; North 73 degrees 26 minutes 54 seconds East, 121.45 feet; North 19 degrees 26 minutes 04 seconds East, 76.21 feet; North 40 degrees

A to B Surveying, llc

26 North 5th Street • Vincennes, IN 47591

Phone & Fax (812) 882-0476 • e-mail: atob@sbcglobal.net



Boundary • Topography
Volumes • Land Title
Location Reports
Elevation Certificates
Construction Staking

42 minutes 38 seconds West, 61.03 feet; North 87 degrees 54 minutes 19 seconds West, 55.17 feet; North 51 degrees 34 minutes 36 seconds West, 24.57 feet; North 12 degrees 33 minutes 47 seconds West, 43.59 feet; North 03 degrees 46 minutes 47 seconds East, 78.56 feet; North 57 degrees 10 minutes 20 seconds West, 101.54 feet; North 58 degrees 18 minutes 28 seconds West, 129.77 feet; North 15 degrees 12 minutes 28 seconds West, 42.76 feet; North 06 degrees 03 minutes 11 seconds East, 36.15 feet; North 46 degrees 58 minutes 55 seconds East, 29.06 feet; North 87 degrees 34 minutes 41 seconds East, 43.16 feet; North 55 degrees 05 minutes 40 seconds East, 60.55 feet; North 32 degrees 47 minutes 00 seconds East, 40.22 feet; North 01 degrees 01 minutes 53 seconds East, 45.87 feet; North 59 degrees 10 minutes 31 seconds West, 102.30 feet; North 71 degrees 05 minutes 42 seconds West, 41.14 feet; North 54 degrees 46 minutes 20 seconds West, 47.85 feet; North 24 degrees 53 minutes 23 seconds West, 98.65 feet; North 28 degrees 39 minutes 09 seconds West, 74.24 feet; North 00 degrees 34 minutes 10 seconds East, 80.68 feet; North 30 degrees 32 minutes 38 seconds East, 93.23 feet; North 10 degrees 22 minutes 23 seconds East, 71.27 feet; North 20 degrees 21 minutes 20 seconds West, 56.59 feet; North 87 degrees 31 minutes 58 seconds West, 66.83 feet; South 84 degrees 36 minutes 31 seconds West, 44.61 feet; North 77 degrees 10 minutes 55 seconds West, 64.20 feet; North 42 degrees 38 minutes 40 seconds West, 88.51 feet; North 26 degrees 58 minutes 30 seconds West, 56.83 feet; North 01 degrees 05 minutes 34 seconds East, 103.21 feet; North 18 degrees 58 minutes 01 seconds East, 145.60 feet; North 01 degrees 23 minutes 44 seconds East, 96.77 feet; North 45 degrees 02 minutes 36 seconds West, 70.79 feet; North 76 degrees 26 minutes 57 seconds West, 89.77 feet; North 59 degrees 48 minutes 06 seconds West, 53.36 feet; North 50 degrees 28 minutes 10 seconds West, 125.19 feet to the West line of the East Half of the Northeast Quarter of Section 20; thence leaving aforesaid centerline and along said West line, North 00 degrees 23 minutes 35 seconds West, 91.95 feet to a six inch by six inch stone with carved "x" found marking the Northwest corner of said East Half; thence along the West line of the Southeast Quarter of the Southeast Quarter of Section 17, North 00 degrees 34 minutes 54 seconds East, 227.52 feet to the centerline of County Road 115; thence along said centerline the following courses and distances: North 78 degrees 21 minutes 44 seconds East, 134.63 feet; along a non-tangent curve to the right with an arc length of 159.96 feet, a radius of 497.36 feet and a long chord bearing and distance of South 87 degrees 44 minutes 05 seconds East, 159.27 feet; along a non-tangent curve to the right with an arc length of 297.18 feet, a radius of 1789.29 feet and a long chord bearing and distance of South 73 degrees 54 minutes 55 seconds East, 296.83 feet; South 62 degrees 40 minutes 50 seconds East, 135.03 feet; South 66 degrees 43 minutes 42 seconds East, 121.99 feet; along a non-tangent curve to the left with an arc length of 242.47 feet, a radius of 660.03 feet and a long chord bearing and distance of South 78 degrees 15 minutes 28 seconds East, 241.11 feet; South 87 degrees 56 minutes 28 seconds East, 281.27 feet to an "iron monument" marking the Northeast corner of Section 20; South 88 degrees 54 minutes 53 seconds East, 672.07 feet; along a non-tangent curve to the right with an arc length of 121.73 feet, a radius of 296.14 feet and a long chord bearing and distance of South 72 degrees 23 minutes 56 seconds East, 120.88 feet; along a non-tangent curve to the right with an arc length of 87.66 feet, a radius of 88.97 feet and a long chord bearing and distance of South 34 degrees 49 minutes 57 seconds East, 84.16 feet; along a non-tangent curve to the left with an arc length of 132.32 feet, a radius of 319.18 feet and a long chord bearing and distance of South 11 degrees 59 minutes 32 seconds East, 131.38 feet; South 33 degrees 37 minutes 11 seconds East, 341.35 feet; South 37 degrees 09 minutes 22 seconds East, 144.53 feet; South 39 degrees 59 minutes 06 seconds East, 91.84 feet (witness an "iron monument", South 00 degrees 09 minutes 36 seconds West, 35.00 feet); thence leaving said centerline, South 00 degrees 09 minutes 36 seconds West, 610.04 feet to an "iron monument" on the South line of the Northwest Quarter of the Northwest Quarter of Section 21; thence along the South line of said quarter-quarter, South 88 degrees 49 minutes 57 seconds East, 132.00 feet to an "iron monument" marking the Southeast corner of said quarter-quarter; thence North 00 degrees 09 minutes 36 seconds East, 132.00 feet to an "iron monument"; thence South 88 degrees 49 minutes 53 seconds East, 1323.42 feet to an "iron monument" on the East line of the Northwest Quarter of Section 21; thence along said East line, South 00 degrees 16 minutes 26 seconds East, 1438.28 feet to the point of beginning. Containing 528.92 acres, more or less.

ALSO, a strip of land 150 feet wide across the Northeast Quarter of Section 20, Township 4 North, Range 3 West, containing about 9.974 acres (9.74 acres this survey): said strip having been conveyed by Samuel Mercer to The Southern Indiana Railway Company by Deed dated May 11, 1905, and recorded in Deed Record 53, page 190 in the Office of the Recorder of Martin County, Indiana.

CONTAINING IN ALL 538.66 ACRES, MORE OR LESS.

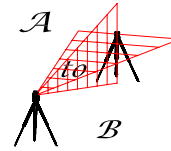
Subject to all easements and road rights-of-way of record.

Bearings in this description are based on grid bearings of the Indiana State Plane Coordinate System, West Zone [NAD 83 (1997)].

A to B Surveying, llc

26 North 5th Street • Vincennes, IN 47591

Phone & Fax (812) 882-0476 • e-mail: atob@sbcglobal.net



Boundary • Topography
Volumes • Land Title
Location Reports
Elevation Certificates
Construction Staking

Surveyor's Report

In accordance with the Indiana Survey Standards as defined in Title 865, Article 1, Rule 12 of the Indiana Administrative Code, the following opinions and observations are submitted regarding the various uncertainties in the locations of lines and corners established this survey as a result of:

- Availability, Condition and Integrity of Reference Monuments;
- Record Descriptions and Plats;
- Lines of Occupation, and
- Relative Positional Accuracy of Measurements

There **MAY BE** unwritten rights associated with these uncertainties.

Relative Positional Accuracy (RPA), as defined by IAC 865, is a value expressed in feet that represents uncertainty due to random errors in measurement of any point on a survey relative to any other point on the same survey, at a 95 percent confidence level. The RPA of this survey, based upon the intended land use, is within the specifications set forth by IAC 865 for a "RURAL" survey (0.26 feet plus 200 parts per million).

There may be differences of deed dimensions versus measured dimensions along the boundary lines shown hereon and, likewise, there may be found survey markers near, but not precisely at, some boundary corners. In cases where the magnitude of these differences are less than the Positional Accuracy stated above and less than the uncertainty identified for the reference monumentation (discussed below), the differences may be considered insignificant and are shown only for purposes of mathematical closure. Such differences that are greater than the Positional Accuracy and the uncertainty in reference monumentation should be considered worthy of notice and are therefore discussed further below.

PURPOSE

This survey was ordered by DMI Martin County Farms, LLC (Sonny Oliver) to perform a "Retracement Survey" on a 71.83 acre tract (70.09 acres measured) as described in Deed Record 128, page 400. This revision has been made for the purpose of adding the record dimensions (to the plat) along the Easterly sides of Deed Record 122, page 509 and Deed Record 141, page 721. This report applies to a survey by A to B Surveying, LLC. under the direct supervision of Brent Johnson, R.L.S. Indiana Registration No. 20000002.

Control monuments and site features for this survey were tied-in utilizing GPS real-time kinematic measurements made from control stations established from observations made from the NGS monument "JOSEPHINE 2" (PID: JA0699). Point features obstructed by canopy were located using an electronic total station from the established gps control. The datum is based on the Indiana State Plane Coordinate System, West Zone [NAD 83(1997)]. All gps observations have been reduced by an average combined scale factor and the distance measurements shown on the plat are ground dimensions.

RECORD DESCRIPTION

Ownership shown hereon is per county and township records indicated or in title work provided by others. A to B Surveying, LLC. assumes no responsibility for the correctness of the public records or information supplied by others.

Subject Tract: Deed Record 128, page 400 (Grantee: Phyllis M. Witt) contains descriptions for two tracts, one in Section 1 and the second in Section 20. The parcel in Section 1 is not a part of this Retracement Survey. The surveyed parcel in Section 20 is described by metes and bounds, with the North and West lines being bound by the quarter section lines, the East line being bound by the center of County Road 81 (aka Indian Springs Road) and the South line by dimension. Subject Tract deed also contains a metes and bounds description for a 1.3 acre exception (Deed Record 122, page 509). Subject Tract deed has not been "updated" to reflect a 2.87 acre parcel (Deed Record 141, page 721) that has been protracted out.

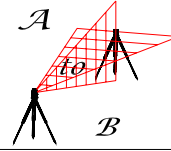
As noted on the plat, a 13.09 feet deed overlap was noted along the South line of Subject Tract. This overlap is a result of dimensional calls in Subject Tract deed and the adjoining deed to the South (Uppencamp: Deed Record 142, page 449). Subject Tract deed begins at the NW corner of the SW/4 and proceeds South a distance of 1761.38 feet and the Uppencamp deed begins at the SW corner of the SW/4 and proceeds North 878.63 feet. The summation of these deeds equals 2640.01 feet, which is the standard dimension of a quarter section. The West line of the SW/4 was measured this survey to be 2626.92 feet, thus resulting in the 13.09 feet deficiency. It appears that the aforementioned deeds were not prepared

SURVEYS - TRACTS 10-12, PG 2

A to B Surveying, llc

26 North 5th Street • Vincennes, IN 47591

Phone & Fax (812) 882-0476 • e-mail: atob@sbcglobal.net



Boundary • Topography
Volumes • Land Title
Location Reports
Elevation Certificates
Construction Staking

with the benefit of a complete survey. Not that the existing possession line in this area is in near agreement with the deed dimension of the Uppencamp parcel. There may be senior rights associated with these uncertainties that a complete abstract of title may reveal.

The Uncertainties in Record Description: 13.09 feet deed overlap, as noted above.

RECORD MONUMENTS

Monuments/Surveys of Record

- Plat of Survey by A to B Surveying, LLC. (Brent Johnson, RLS #20000002) dated January 30, 2009 and recorded in Survey Vol. D, page 540 (I200900525).
- Legal Survey of Section 20 by J. Stapleton, S.M.C. dated October 24, 1906 and recorded in Survey Book 2, page 110.
- An in-house Plat of Survey by A to B Surveying, Inc. (William L. Clark, RLS #80910013) dated May 01, 1996.
- Original Government Survey field notes for Township 4 North, Range 3 West as surveyed by L. Barber & A. Henrie in 1807 & 1810. These field notes and plats are on file in the Martin County Recorders Office.
- Legal Survey of Section 29 by J. Stapleton, S.M.C. recorded in Survey Book 2, page 85.
- Plat of Survey of property in Section 32, T-4-N, R-3-W by A to B Surveying, LLC (Brent Johnson, RLS #20000002) dated December 13, 2004 and recorded in Survey Book C, page 414.

Theory of Location in the Establishment of Lines and Corners

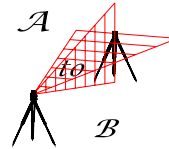
- Monuments as shown on the aforementioned 2009 A to B survey were found and accepted as marking or referencing the NE and SE corners of the SW/4 of Section 20 and the NW corner of Section 20. A stone was also found (per Survey Book 2, page 110) and accepted as marking the NE corner of the NW/4, SW/4 of Section 20, as shown on the accompanying plat.
- The SW corner of Section 20 was monumented at its proportionate position using the calculated position of the SW corner of Section 29 (per 2004 A to B survey) and the PK Nail found marking the SW corner of the NW/4, NW/4 of Section 29 per the 1996 Clark survey. This resulted in the West line of the NW/4, NW/4 of Section 29 measuring 1332.99 feet and is in agreement with County Road 113 to the East of said corner. Said road deflects to the SW some 250° East of the corner, however the monumented corner does fall within an area where an old road bed exists.
- The West line of Section 20 was established from the stone marking the NW corner to the aforementioned SW corner of section. This alignment follows the alignment of an old road bed that was noted along the majority of the West line of the section. No road records were found, however an old Plat Map (dated 1892) found in the Recorders Office depicts a road along the Southern Half of the West line of Section 20. The 1906 Legal Survey by Stapleton (Survey Book 2, page 110) described the W/4 corner of Section 20 as follows: "corner found by witness to be in the road". The W/4 corner of Section 20 was monumented at the midpoint of the aforementioned West line and lies near the center of the old road bed. The SW corner of Subject Tract was monumented at record dimension from said W/4 corner and also lies in an old road bed. The West line of the SW/4 measured 13.09 feet short vs. deed dimensions.
- The alignment of the South line of Subject Tract was established perpendicular to the West line of the quarter section and extended to the centerline of County Road 81 (aka Indian Springs Road). The South line of Subject Tract measured 85.85 feet long vs. record dimension. The Easterly lines of Subject Tract were established along the physical centerline of said Indian Springs Road. The summation of the Easterly lines measured 14.51' short vs. record dimension.
- The 1.3 acre exception in the SE corner of Subject Tract (Deed Record 122, page 509) was monumented per record dimension. The 2.78 acre tract (Deed Record 141, page 721) was also monumented at record dimension. The South corner of the 2.78 acre tract was monumented 467' NE of the intersection of the West edge of road and the extension of the fence line from the West, per deed calls. The Easterly lines of the 2.78 acre tract follow the West edge of the physical roadway, per deed calls.

The Uncertainties in Reference Monuments: 85.85 feet, as noted above.

A to B Surveying, llc

26 North 5th Street • Vincennes, IN 47591

Phone & Fax (812) 882-0476 • e-mail: atob@sbcgloбал.net



Boundary • Topography
Volumes • Land Title
Location Reports
Elevation Certificates
Construction Staking

LINES OF OCCUPATION

- Existing fence lines, or evidence thereof, were noted along the South, West and North lines of Subject Tract and found to vary from the monumented lines by as much as 26.7', as shown on the accompanying plat. There may be unwritten rights associated with these lines of occupation.
- An existing shed lies 7.3' North of the monumented North line of Deed Record 122, page 509, as shown on the accompanying plat.
- A gravel drive lies as much as 16.8' Southwest of the monumented Southwest line of Deed Record 141, page 721, as shown on the accompanying plat.
- The Easterly lines of Subject Tract follow the centerline of County Road 81 (aka Indian Springs Road).

The Uncertainties in Lines of Occupation: 26.7 feet, as noted above.

RESERVATIONS

Except as specifically stated or shown on the accompanying Plat, this survey does not purport to reflect any of the following which may be applicable to the subject tract: easements, other than those possible easements that were visible at the time of this survey; building setback lines; restrictive covenants; zoning or other land-use regulations; and any other facts that an accurate and current title search may disclose.

CERTIFICATION

Subject to the above reservations, I hereby certify that the survey work was performed by me or under my direct supervision and control and that all the information contained in this report is true and correct to the best of my knowledge and belief and this report and associated Plat were performed in accordance with the current Indiana Minimum Survey Standards, 865 IAC 1-12 for this type of survey.

AFFIRMATION

In accordance with IC 36-2-7.5-5(a), 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.

Brent Johnson, R.L.S.
Indiana Registration No. 20000002

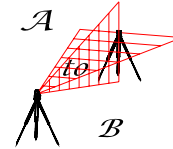
Date: August 11, 2009 & Revised August 17, 2009
Job Number: 09-104



A to B Surveying, LLC

26 North 5th Street • Vincennes, IN 47591

Phone & Fax (812) 882-0476 • e-mail: atob@sbcglobal.net



Boundary • Topography
Volumes • Land Title
Location Reports
Elevation Certificates
Construction Staking

Description

RECORD DESCRIPTION – AS RECORDED IN DEED RECORD 128, PAGE 400

Part of the Southwest Quarter of Section 20, Township 4 North, Range 3 West, further described as follows: Beginning at the Northwest corner of said Southwest Quarter, running thence South 106.75 rods; thence East 85 rods, more or less to the public road known as the Indian Springs and Shoals Road; thence along said road in a Northeasterly direction 118 rods more or less to the North line of said quarter section; thence West on said line a distance of 135 rods, more or less to the point of beginning and containing 76 acres, more or less.

EXCEPTING THEREFROM a parcel of land in said tract described as follows: Beginning at the Southeast corner of the above described 76 acre tract; thence West 274 feet; thence North 9 degrees East 281 feet; thence South 76 degrees 30 minutes East 324.3 feet to the Indian Springs and Shoals Road; thence along said road South 22 degrees 55 minutes West 219.1 feet to the place of beginning and containing 1.3 acres, more or less.

ALSO EXCEPTING THEREFROM a 2.87 acre tract, as described in Deed Record 141, page 721 and being a part of the Southwest Quarter of Section 20, Township 4 North, Range 3 West, Martin County, Indiana, described as follows:

Commencing at the Northwest corner of said quarter section; thence South 106.75 rods; thence East along a fence, 85 rods more or less to the Westerly side of the Indian Springs-Shoals Road; thence Northeasterly with said road, 467 feet to the true point of beginning for the property herein described; thence North 61 degrees 40 minutes West, 310.9 feet; thence North 21 degrees 30 minutes East, 386.7 feet; thence South 68 degrees 30 minutes East, 308.7 feet to the Westerly side of said road; thence South 21 degrees 30 minutes West, 423.7 feet to the true point of beginning. Containing 2.87 acres, more or less.

Containing in all after said exceptions, 71.83 acres, more or less. Containing 70.09 acres, more or less, as measured and shown on a Plat of Survey by A to B Surveying, LLC (Brent Johnson, RLS 20000002) dated August 11, 2009 and revised August 17, 2009.

Subject to all easements and road rights-of-way of record.

PLAT OF SURVEY

A RETRACEMENT SURVEY PLAT OF PART OF THE SW/4 OF SECTION 20 AND A PART OF THE SE/4 OF THE SE/4 OF SECTION 19, ALL IN TOWNSHIP 4 NORTH, RANGE 3 WEST, MITCHELTREE TOWNSHIP, MARTIN COUNTY, INDIANA



LEGEND

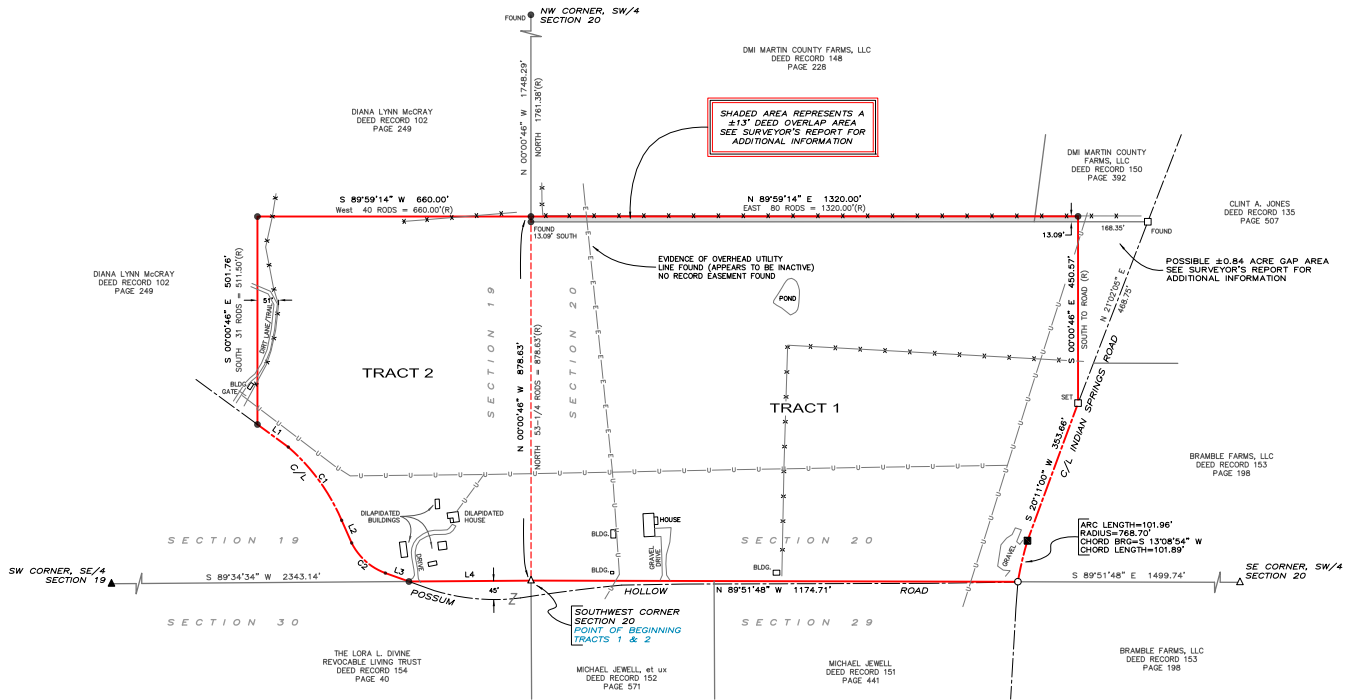
- These symbols, abbreviations and line types will be found in the drawing.
- 5/8" IRON PIN BEARING A PLASTIC CAP INSCRIBED "JOHNSON 20000002" SET FLUSH UNLESS OTHERWISE NOTED
 - MAG NAIL THROUGH WASHER INSCRIBED "JOHNSON 20000002" FOUND OR SET FLUSH AS NOTED
 - △ 3" DIAMETER DISK IN CONCRETE MONUMENT FOUND EXPOSED 2" (DISK IS INSCRIBED "MARTIN COUNTY SECTION CORNER")
 - ▲ 4" x 10" STONE WITH "C" CUT ON TOP FOUND EXPOSED 4" AND IN E/W FENCE
 - PK NAIL FOUND 1" BELOW GRADE
 - MAG NAIL FOUND 1" BELOW GRADE
 - * CALCULATED CORNER
 - (R) RECORD DOCUMENT DIMENSION
 - SUBJECT TRACT PERIMETER LINE
 - SUBJECT TRACT INTERIOR LINE
 - ADJOINING TRACT DEED LINES
 - ROAD CENTERLINE
 - x-x- FENCE LINE OR REMAINS THEREOF
 - o-o- OVERHEAD UTILITIES (NO EASEMENT FOUND)
 - e-e- OVERHEAD UTILITIES (MAY BE INACTIVE)

RETRACEMENT SURVEY OF PROPERTY DESCRIBED IN DEED RECORD 131, PAGE 756 and DEED RECORD 142, PAGE 449 (GRANTEE: DIANE K. UPPENCAMP)

TRACT 1
PARCEL IN SECTION 20
±25.90 ACRES
±25 ACRES (R)

TRACT 2
PARCEL IN SECTION 19
±11.83 ACRES
±10 ACRES (R)

TOTAL
±37.73 ACRES
±35 ACRES (R)



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 53°48'08" E	92.21'
L2	S 23°49'30" E	59.77'
L3	S 70°18'52" E	60.38'
L4	N 89°34'34" E	294.67'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	488.58	220.47'	218.60'	S 36°03'37" E
C2	148.28	111.72'	109.10'	S 48°12'07" E

GENERAL NOTES

- DIMENSIONS. All dimensions shown are measured this survey or calculated based upon survey measurements, unless otherwise noted.
- REPORT. This drawing is incomplete without the associated Surveyor's Report.
- CORNER MONUMENTS. See "Reference Monuments" section in the accompanying Surveyor's Report for information regarding the monuments found and/or set at each location noted.
- FIELD WORK. Field work for this survey was completed with the staking of corners on December 28, 2013.
- UTILITIES. Utility features were not located as a part of this survey. If any are shown, it is the intent to show only that specific entity and no others.
- SURVEY PROPERTY ADDRESS. 18114 Possum Hollow Road, Shoals, IN 47581



I, BRENT JOHNSON, AN INDIANA PROFESSIONAL SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS EXECUTED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE INFORMATION AND BELIEF WAS PERFORMED IN ACCORDANCE WITH THE CURRENT INDIANA MEASUREMENT SYSTEMS TITLE 36, IAC 1-12 FOR THE TYPE OF SURVEY, DOCUMENT, OR REPORT AS INDICATED HEREIN, DATED THIS 27th DAY OF DECEMBER, 2013.

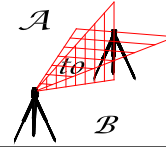
BRENT JOHNSON, P.S.
INDIANA REG. NO. 20000002

Retracement Survey		
DATE	A to B PROJECT NO.	
DMJ Martin County Farms, LLC 845 W 116th STREET Carmel, IN 46082	13-163	
DATE: 06 of 05	12/28/13	
PHONE: 812-882-0476 FAX: 812-882-0476 a2b@a2bsurveying.com		

A to B Surveying, LLC

26 North 5th Street • Vincennes, IN 47591

Phone & Fax (812) 882-0476 • e-mail: atob@sbcglobal.net



Boundary • Topography
Volumes • Land Title
Location Reports
Elevation Certificates
Construction Staking

Surveyor's Report

In accordance with the Indiana Survey Standards as defined in Title 865, Article 1, Rule 12 of the Indiana Administrative Code, the following opinions and observations are submitted regarding the various uncertainties in the locations of lines and corners established this survey as a result of:

- Availability, Condition and Integrity of Reference Monuments;
- Record Descriptions and Plats;
- Lines of Occupation, and
- Relative Positional Accuracy of Measurements

There **MAY BE** unwritten rights associated with these uncertainties.

Relative Positional Accuracy (RPA), as defined by IAC 865, is a value expressed in feet that represents uncertainty due to random errors in measurement of any point on a survey relative to any other point on the same survey, at a 95 percent confidence level. The RPA of this survey, based upon the intended land use, is within the specifications set forth by IAC 865 for a "RURAL" survey (0.26 feet plus 200 parts per million).

There may be differences of deed dimensions versus measured dimensions along the boundary lines shown hereon and, likewise, there may be found survey markers near, but not precisely at, some boundary corners. In cases where the magnitude of these differences are less than the Positional Accuracy stated above and less than the uncertainty identified for the reference monumentation (discussed below), the differences may be considered insignificant and are shown only for purposes of mathematical closure. Such differences that are greater than the Positional Accuracy and the uncertainty in reference monumentation should be considered worthy of notice and are therefore discussed further below.

PURPOSE

This survey was ordered by DMI Martin County Farms, LLC (Sunny Oliver) to perform a "Retracement Survey" on property described in Deed Record 142, page 449 and Deed Record 131, page 756. This report applies to a survey by A to B Surveying, LLC, under the direct supervision of Brent Johnson, P.S. Indiana Registration No. 20000002.

Control monuments and site features for this survey were tied-in utilizing GPS real-time kinematic measurements made from control stations established from observations made from the NGS monument "JOSEPHINE 2" (PID: JA0699). Point features obstructed by canopy were located using an electronic total station from the established gps control. The datum is based on the Indiana State Plane Coordinate System, West Zone [NAD 83(1997)]. All gps observations have been reduced to ground by an average combined scale factor and the distance measurements shown on the plat are ground dimensions.

RECORD DESCRIPTION

Ownership shown hereon is per county and township records indicated or in title work provided by others. A to B Surveying, LLC, assumes no responsibility for the correctness of the public records or information supplied by others.

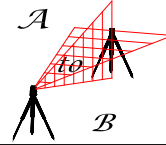
Subject Tract: Subject Tract consists of two parcels, a ten acre parcel in Section 19 and a 25 acre parcel in Section 20. Diane Uppencamp acquired Subject Tract parcels via two deeds. Deed Record 131, page 756 is a Warranty deed conveying interest in multiple parcels (10 acre and 25 acre tracts included) to Glenda Dickens and Diane Uppencamp, as joint tenants with rights of survivorship. Deed Record 142, page 449 is a Warranty Deed conveying Glenda Dickens's ½ interest in the two Subject Tract parcels (10 acre and 25 acre tracts only) to Diane Uppencamp.

As noted above, Subject Tract consists of two parcels and labeled Tracts 1 & 2 on the accompanying Plat. Tract 1 is a metes and bounds type description of a 25 acre parcel in the Southwest corner of Section 20. The written description of this parcel is the same in Deed Record 131, page 756 and Deed Record 142, page 449. Tract 2 is a metes and bounds type description of a 10 acre parcel in the Southeast corner of Section 19. The written description of this parcel in Deed Record 142, page 449 is missing a portion of the third course and missing the entire fourth course and should be corrected before future transfers. The written description of Tract 2 as contained in Deed Record 131, page 756 is correct with respect to having the necessary calls to create a closed geometric figure.

A to B Surveying, LLC

26 North 5th Street • Vincennes, IN 47591

Phone & Fax (812) 882-0476 • e-mail: atob@sbcglobal.net



Boundary • Topography
Volumes • Land Title
Location Reports
Elevation Certificates
Construction Staking

As noted on the plat, a 13.09 foot deed overlap area was noted along the North line of Subject Tract 1. This overlap is a result of dimensional calls in Subject Tract deed and the adjoining deed to the North (DMI Martin County Farms, LLC: Deed Record 148, page 228). Subject Tract deed begins at the SW corner of Section 20 and proceeds North a distance of 878.63 feet and the DMI deed begins at the NW corner of the SW/4 of Section 20 and proceeds South 1761.38 feet. The summation of these deeds equals 2640.01 feet, which is the standard dimension of a quarter section. The West line of the SW/4 was measured this survey to be 2626.92 feet, thus resulting in the 13.09 foot deficiency. It appears that the aforementioned deeds were not prepared with the benefit of a field survey. Note that the existing possession line in this area is in near agreement with the deed dimensions of Subject Tract. There may be senior rights associated with these uncertainties that a complete abstract of title may reveal.

As noted on the accompanying plat, a 0.84 acre triangular shaped parcel exists between the East line of Tract 1 and the centerline of Indian Springs Road. Current Martin County Assessor mapping depicts this area to be a part of the Uppencamp property, however no record deed for this area could be found.

Analysis of the remaining adjoining deeds did not reveal any additional apparent gaps, overlaps or ambiguities.

RECORD MONUMENTS

Monuments/Surveys of Record

- Plat of Survey of the adjoining property to the North by A to B Surveying, LLC (Brent Johnson, PS 20000002) dated August 17, 2009 and recorded in Instrument #200901473.
- Plat of Survey of the adjoining property to the North by A to B Surveying, LLC (Brent Johnson, PS 20000002) dated November 23, 2010 and recorded in Instrument #201303545.
- Plat of Survey of adjoining property to the South by Sanders Land Surveying, LLC (Paul Sanders, PS 20300052) dated December 1, 2009 and recorded in Instrument #201100955.
- Plat of Survey of property in Section 19 by Landmark Surveying Co., Inc (Darren Helms, PS 29600022) dated January 31, 2013 and recorded in Instrument #201302123.
- An in-house Plat of Survey by A to B Surveying, Inc. (William L. Clark, PS #80910013) dated May 01, 1996.

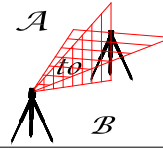
Theory of Location in the Establishment of Lines and Corners

- Monuments as shown on the aforementioned 2009 & 2010 A to B surveys were found and accepted. The Southwest corner of Section 20 was monumented during the course of the aforementioned 2009 A to B survey. The monument set in 2009 has been replaced with a Harrison monument in concrete inscribed "Martin County Section Corner". Nathan Hoffman, Martin County Surveyor, was contacted and he stated there were no records on file in his office that documented this change. The position of the found Harrison monument was verified by reference ties to other monumentation set in 2009.
- The North line of Subject Tract 1 was monumented perpendicular to the West line of the SW/4 and at record dimension from the SW corner of the section. The position of this line is 13.09' North of the monumented South line of the adjoining tract to the North due to the aforementioned deed overlap. The NE corner of Subject Tract 1 was monumented at record dimension from the NW corner thereof. The North portion of the East line of Subject Tract 1 was monumented parallel with the West line. The Southern portion of the East line was held along centerline of Indian Springs Road.
- The North line of Subject Tract 2 was monumented at record dimension and perpendicular to the East line of Section 19. The West line was held parallel with the East line of Section 19 and measured 9.74' short. The Southwesterly lines were held along the centerline of Possum Hollow Road and the South line was held along the South line of the section. Note that the heading of the Tract 2 description calls the property to be within Section 19 and the fourth course of the description calls Easterly along the road to the point of beginning. Possum Hollow Road extends South into Section 30, creating a small tract between the South line of Section 19 and the centerline of Possum Hollow Road, as shown on the accompanying plat. This area is currently in the name of The Lora L. Divine Revocable Living Trust (Deed Record 154, page 40).

A to B Surveying, LLC

26 North 5th Street • Vincennes, IN 47591

Phone & Fax (812) 882-0476 • e-mail: atob@sbcglobal.net



Boundary • Topography
Volumes • Land Title
Location Reports
Elevation Certificates
Construction Staking

LINES OF OCCUPATION

- Existing fence line, or evidence thereof, was noted along the North line of Subject Tract 1, as shown on the accompanying plat. Fence remains were noted as such as 12.2' South of and 10.1' North of the monumented North line of Subject Tract 2, as shown on the accompanying plat.
- The Southern portions of the Easterly lines of Subject Tract 1 follow the centerline of Indian Springs Road. The Southwesterly lines of Tract 2 follow the centerline of Possum Hollow Road.
- A dirt lane/trail extends Northerly from Possum Hollow Road and meanders as much as 48' East of the monumented West line of Tract 2. A barb wire fence exists along the East side of the aforementioned dirt lane/trail and extends North, crossing the monumented North line 36' East of the NW corner, all as shown on the accompanying plat.
- The South line of Tract is 45' North of the centerline of Possum Hollow Road, as shown on the accompanying plat.
- No other physical lines of occupation were noted.

RESERVATIONS

Except as specifically stated or shown on the accompanying Plat, this survey does not purport to reflect any of the following which may be applicable to the subject tract: easements, other than those possible easements that were visible at the time of this survey; building setback lines; restrictive covenants; zoning or other land-use regulations; and any other facts that an accurate and current title search may disclose.

CERTIFICATION

Subject to the above reservations, I hereby certify that the survey work was performed by me or under my direct supervision and control and that all the information contained in this report is true and correct to the best of my knowledge and belief and this report and associated Plat were performed in accordance with the current Indiana Minimum Survey Standards, 865 IAC 1-12 for this type of survey.

AFFIRMATION

In accordance with IC 36-2-7.5-5(a), 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.

Brent Johnson, P.S.
Indiana Registration No. 20000002

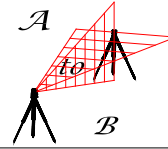
Date: December 27, 2013
Job Number: 13-163



A to B Surveying, llc

26 North 5th Street • Vincennes, IN 47591

Phone & Fax (812) 882-0476 • e-mail: atob@sbcglobal.net



Boundary • Topography
Volumes • Land Title
Location Reports
Elevation Certificates
Construction Staking

Record Descriptions

TRACT 1 – AS RECORDED IN DEED RECORD 131, PAGE 756 AND DEED RECORD 142, PAGE 449

The South part of the Southwest Quarter of the Southwest Quarter of Section 20, Township Four (4) North, Range Three (3) West, described as follows: Beginning at the Southwest corner of said Section 20 and running thence North 53 and 1/4 rods; thence East 80 rods; thence South to the road known as the Indian Springs and Shoals Road; thence along this road to its intersection of section line; thence West to the place of beginning, containing 25 acres, more or less.

TRACT 2 – AS RECORDED IN DEED RECORD 131, PAGE 756

Also the Southeast part of the Southeast Quarter of the Southeast Quarter of Section 19, Township 4 North, Range 3 West, beginning at the Southeast corner of said Section 19; thence North 53 and 1/4 rods; thence West 40 rods; thence South 31 rods to the public road; thence in an Easterly direction over and along said road to the place of beginning, said tract to contain 10 acres, more or less.

Containing in all, Tracts 1 & 2, 35 acres, more or less. Containing 37.73 acres, more or less, as measured and shown on a Plat of Survey by A to B Surveying, LLC (Brent Johnson, PS 20000002) dated December 27, 2013.

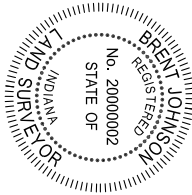
Subject to all easements and road rights-of-way of record.

SURVEYS - TRACT 16, PG 1

CLIENT:
DHL North County Farms
845 W 118th Street
Carmel, IN 46032

NOTES

1. THIS PLAT OF SURVEY IS INCOMPLETE WITHOUT THE ASSOCIATED SURVEYOR'S REPORT.
2. ALL DIMENSIONS AS SHOWN ARE MEASURED THIS DATE AND ALL DIMENSIONS ARE TO BE MEASURED UNLESS OTHERWISE SHOWN.
3. UTILITY FEATURES WERE NOT LOCATED AS A PART OF THIS SURVEY. THE INTENT IS TO SHOW ONLY THAT SPECIFIC ENTRY AND NO OTHERS.
4. FIELD WORK COMPLETED ON OCTOBER 29, 2012.
5. SURVEY PROPERTY ADDRESS: 10312 CLARKS FERRY LANE, SHOALS, IN 47581



I, BRENT JOHNSON, AN INDIANA REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS CONDUCTED UNDER MY PERSONAL SUPERVISION AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF INDIANA. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE CURRENT INDIANA MINIMUM SURVEY STANDARDS, TITLE 866 IAC, 12-1-13. THE TYPE OF SURVEY, DOCUMENT OR REPORT AS INDICATED HEREIN, ADOPTS THIS 9th EDITION OF IACS STANDARD, 2012.

BRENT JOHNSON, R.L.S.
INDIANA REG. NO. 20000002

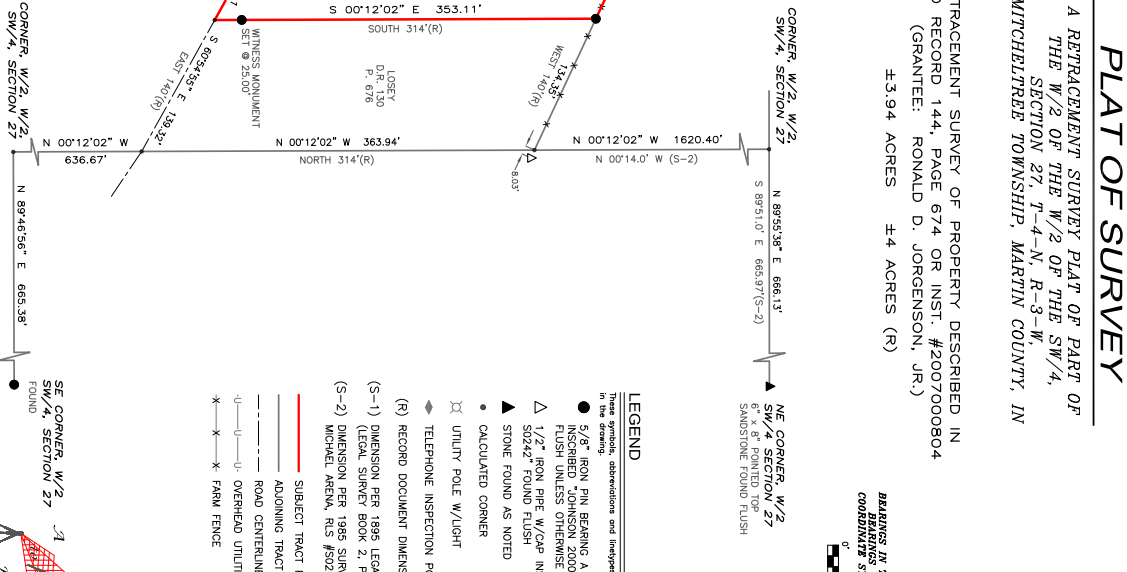
PROJECT NO.: 12-135
FILE: 2012 Project 12-135 - DM Retirement 12-135.dwg

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	872.88'	213.16'	212.63'	N 63°39'58" W

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 60°54'55" W	52.29'
L2	N 58°21'21" W	95.82'
L3	N 55°30'39" W	154.60'
L4	N 71°15'46" W	100.98'



PLAT OF SURVEY

A RETRACEMENT SURVEY PLAT OF PART OF THE W/2 OF THE W/2 OF THE SW/4, SECTION 27, T-4-N, R-3-W MITCHELLE TOWNSHIP, MARTIN COUNTY, IN

RETRACEMENT SURVEY OF PROPERTY DESCRIBED IN DEED RECORD 144, PAGE 674 OR INST. #2007000804 (GRANTEE: RONALD D. JORGENSEN, JR.) ±3.94 ACRES ±4 ACRES (R)

BEARINGS IN THIS SURVEY ARE BASED ON GRID BEARINGS OF THE INDIAN STATE PLANE COORDINATE SYSTEM (NAD 83) (GCS IN 5003)

SCALE: 1" = 100'

LEGEND

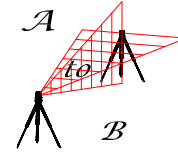
- 5/8" IRON PIN BEARING A PLASTIC CAP
- 1/2" IRON PIPE FOUND FLUSH TO SET
- △ 1/2" IRON PIPE W/2" INSCRIBED "ARENA 50242" FOUND FLUSH
- ▲ STONE FOUND AS NOTED
- CALCULATED CORNER
- ⊗ UTILITY POLE W/LIGHT
- ⊕ TELEPHONE INSPECTION POST
- (R) RECORD DOCUMENT DIMENSION
- (S-1) DIMENSION PER 1895 LEGAL SURVEY (LEGAL SURVEY BOOK 2, PAGE 70)
- (S-2) DIMENSION PER 1985 SURVEY BY MICHAEL ARENA, RLS #50242
- SUBJECT TRACT PERMETER LINE
- ADJOINING TRACT DEED LINES
- ROAD CENTERLINE
- OVERHEAD UTILITIES
- ⊗ FARM FENCE



A to B Surveying, llc

26 North 5th Street • Vincennes, IN 47591

Phone & Fax (812) 882-0476 • e-mail: atob@sbcglobal.net



Boundary • Topography
Volumes • Land Title
Location Reports
Elevation Certificates
Construction Staking

Descriptions

RECORD DESCRIPTION – AS DESCRIBED IN DEED RECORD 144, PAGE 674

A strip of land of even width from North to South, the South line of which is the Trinity Springs and Clark's Ferry Highway; the West line of which is the West line of the Southwest Quarter of Section 27, Township 4 North, Range 3 West, and the East line of which is a line parallel with and 42 rods East of the West line of said Quarter Section, containing five (5) acres, more or less.

EXCEPTING THEREFROM:

A part of the Southwest Quarter of Section 29, Township 4 North, Range 3 West, more particularly described as follows: Starting at a point where the West line of the Southwest Quarter of said Section intersects the North line of the Trinity Springs and Clark's Ferry Highway; thence along said highway 42 rods East to the POINT OF BEGINNING; thence North 314 feet; thence West 140 feet; thence South 314 feet to the North line of said road; thence East 140 feet to the TRUE POINT OF BEGINNING, being an even strip of One (1) acre, more or less, along the East side of the above described tract, containing, exclusive of said exception, 4 acres, more or less.

PREPARED SURVEYED DESCRIPTION

A part of the West Half of the West Half of the Southwest Quarter of Section 27, Township 4 North, Range 3 West, situated in Mitcheltree Township, Martin County, Indiana, as shown on a plat of survey by A to B Surveying, LLC, dated November 06, 2012 and being more particularly described as follows:

Beginning at a stone marking the Southwest corner of the Northwest Quarter of the Southwest Quarter of said Section 27; thence South 64 degrees 56 minutes 56 seconds East, 595.52 feet to a 5/8 inch iron pin bearing a plastic cap inscribed "Johnson 20000002", hereon called an "iron monument", marking the Northwest corner of a one acre tract described in Deed Record 130, page 676 in the Office of the Recorder of Martin County, Indiana; thence parallel with the East line of the West Half of the West Half of said Southwest Quarter, South 00 degrees 12 minutes 02 seconds East, 353.11 feet to the centerline of Clarks Ferry Lane (witness an "iron monument", North 00 degrees 12 minutes 02 seconds West, 25.00 feet); thence along said centerline the following courses and distances: North 60 degrees 54 minutes 55 seconds West, 52.29 feet; North 58 degrees 21 minutes 21 seconds West, 95.82 feet; North 55 degrees 30 minutes 39 seconds West, 154.60 feet; along a non-tangent curve to the left having a radius of 872.88 feet, an arc length of 213.16 feet and a long chord bearing and distance of North 63 degrees 39 minutes 58 seconds West, 212.63 feet; North 71 degrees 15 minutes 46 seconds West, 100.98 feet to the West line of the Southwest Quarter of the Southwest Quarter (witness an "iron monument", North 00 degrees 01 minute 44 seconds East, 25.00 feet); thence leaving aforesaid centerline and proceeding along said West line, North 00 degrees 01 minute 44 seconds East, 315.27 feet to the point of beginning. Containing 3.94 acres, more or less.

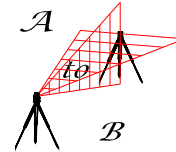
Subject to all easements and road rights-of-way of record.

Bearings in this description are based on grid bearings of the Indiana State Plane Coordinate System, West Zone (NAD 83 CORS).

A to B Surveying, LLC

26 North 5th Street • Vincennes, IN 47591

Phone & Fax (812) 882-0476 • e-mail: atob@sbcglobal.net



Boundary • Topography
Volumes • Land Title
Location Reports
Elevation Certificates
Construction Staking

Surveyor's Report

In accordance with the Indiana Survey Standards as defined in Title 865, Article 1, Rule 12 of the Indiana Administrative Code, the following opinions and observations are submitted regarding the various uncertainties in the locations of lines and corners established this survey as a result of:

- Availability, Condition and Integrity of Reference Monuments;
- Record Descriptions and Plats;
- Lines of Occupation, and
- Relative Positional Accuracy of Measurements

There **MAY BE** unwritten rights associated with these uncertainties.

Relative Positional Accuracy (RPA), as defined by IAC 865, is a value expressed in feet that represents uncertainty due to random errors in measurement of any point on a survey relative to any other point on the same survey, at a 95 percent confidence level. The RPA of this survey, based upon the intended land use, is within the specifications set forth by IAC 865 for a "RURAL" survey (0.26 feet plus 200 parts per million).

There may be differences of deed dimensions versus measured dimensions along the boundary lines shown hereon and, likewise, there may be found survey markers near, but not precisely at, some boundary corners. In cases where the magnitude of these differences are less than the Positional Accuracy stated above and less than the uncertainty identified for the reference monumentation (discussed below), the differences may be considered insignificant and are shown only for purposes of mathematical closure. Such differences that are greater than the Positional Accuracy and the uncertainty in reference monumentation should be considered worthy of notice and are therefore discussed further below.

PURPOSE

This survey was ordered by Wallack Somers & Haas, PC (Contact: Nan O'Neil) to perform a "Retracement Survey" on property described in Deed Record 144, page 674 prior to a proposed land transfer. This report applies to a survey by A to B Surveying, LLC, under the direct supervision of Brent Johnson, R.L.S. Indiana Registration No. 20000002.

Boundary corner monuments and pertinent data were tied in utilizing GPS-RTK measurements. X, Y and Z values for the points collected are based on the published value for the Indiana State Plane Coordinate System, West Zone (NAD 83 CORS). The State Plane Coordinate values were then reduced to "Ground Coordinates" by a combined average scale factor to produce the "Measured Dimensions" shown on this Plat of Survey.

RECORD DESCRIPTION

Ownership shown hereon is per county and township records indicated or in title work provided by others. A to B Surveying, LLC, assumes no responsibility for the correctness of the public records or information supplied by others.

Subject Tract: Deed Record 144, page 674 or Instrument #2007000804 (Grantee: Ronald D. Jorgenson, Jr.) contains a bounds type description for a five acre tract and a metes and bounds description for a one acre tract excepted off the East end thereof.

The heading of the one acre exception calls the parcel to be in Section 29, which is believed to be a typo. This exception description also calls the South line to be along the North line of the Trinity Springs and Clark's Ferry Highway. Review of the adjoining one acre deed (Deed Record 130, page 676, Grantee: Losey) confirmed the Section 29 typo and had additional information describing the intent to be an even strip of one acre along the East side of a 5 acre tract conveyed in 1950 via Deed Record 87, page 575. Said 1950 deed is the same as Subject Tract five acre description and thus the South line of the one acre exception was accepted as being common with the parent tract it was originally protracted from.

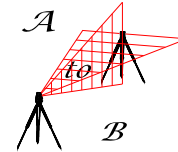
A Surveyed Description of Subject Tract has been prepared due to the current description being considered poorly written.

The adjoining Wildman parcel to the North (Deed Record 106, page 603) is a vague description that calls for a 26 acre parcel, being the West part of the W/2, W/2, SW/4 and no other descriptive calls. The Wildman area measures ± 22 acres and it is uncertain if Subject Tract and the adjoining one acre tract were originally part of the Wildman parcel, which may explain the acreage discrepancy.

A to B Surveying, llc

26 North 5th Street • Vincennes, IN 47591

Phone & Fax (812) 882-0476 • e-mail: atob@sbcglobal.net



Boundary • Topography
Volumes • Land Title
Location Reports
Elevation Certificates
Construction Staking

RECORD MONUMENTS

Monuments/Surveys of Record

- Legal Survey of the perimeter lines of Section 27 by Stapleton, S.M.C., dated May 1895 and recorded in Legal Survey Book 2, page 70.
- Legal Survey depicting multiple corners in Section 27 by McBride, S.M.C., dated June 1892 and recorded in Legal Survey Book 2, page 40.
- Plat of Survey of property in Section 28 by Nelson Prall, RLS #10234, dated December 16, 1974. This survey was provided by the Martin County Surveyor (Paul Sanders, RLS).
- Plat of Survey of property in Section 27 by A to B Surveying, LLC, dated February 7, 2012 and recorded in Instrument #201202598 (Plat Cab. 155).
- Plat of Survey of Subject Property by Michael Arena, RLS #S0242 dated March 28, 1985. This survey was provided by Mr. Arena.

Theory of Location in the Establishment of Lines and Corners

- The aforementioned 1974 Prall survey depicts a stone marking the SW corner of Section 27. A search was made for the stone and it is believed that the stone has been removed by recent clearing in the area. The SW corner of Section 27 was remonumented during the course of the aforementioned February 2012 A to B survey per reference ties to monumentation shown on the 1974 Prall survey. The aforementioned Arena survey, obtained during the course of this survey, depicts a different alignment along the West line of Section 27. Arena used the stone at the NW corner of the section together with a stone marking the SW corner, NW/4, SW/4 and extended this alignment South. The Prall survey does not depict the stone at the quarter-quarter corner found by Arena. As noted above, the SW corner of Section 27 was accepted per the Prall survey and remonumented in February 2012. The quarter-quarter stone depicted on the Arena survey was found and also accepted this survey, thus resulting in a deflection in the West line of the SW/4 of the section. It is believed that these stones are the same corners accepted during the course of the 1892 & 1895 Legal Surveys and therefore accepted. An iron pipe found in the centerline of Clarks Ferry Lane (Prall) and an iron pipe found on the North side of Clarks Ferry Lane (Arena) vary from the accepted alignment of the West line of the SW/4, as shown on the accompanying plat.
- The East line of the W/2, W/2, SW/4 was established by the aliquot division of the SW/4 as established on the aforementioned February 2012 A to B survey. This alignment varied from an Arena monument near the NE corner of Deed Record 130, page 676 by 8', as shown on the accompanying plat.
- Alignment of the North line of Subject Tract and Deed Record 130, page 676 was accepted as monumented by Arena.
- The East line of Subject Tract was established by a line parallel with the East line of the W/2, W/2, SW/4 and at a position that creates a one acre parcel per Deed Record 130, page 676.
- The South line of Subject Tract was established along the physical centerline of Clarks Ferry Lane.

LINES OF OCCUPATION

- A farm fence exists along the majority of the North line of Subject Tract but angles SW near the NW corner. Said fence varies from the NW corner by as much as 74', as shown on the accompanying plat.
- The South line of Subject Tract follows the centerline of Clarks Ferry Lane.
- No other lines of possession were noted.

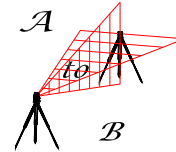
RESERVATIONS

Except as specifically stated or shown on the accompanying Plat, this survey does not purport to reflect any of the following which may be applicable to the subject tract: easements, other than those possible easements that were visible at the time of this survey; building setback lines; restrictive covenants; zoning or other land-use regulations; and any other facts that an accurate and current title search may disclose.

A to B Surveying, llc

26 North 5th Street • Vincennes, IN 47591

Phone & Fax (812) 882-0476 • e-mail: atob@sbcglobal.net



Boundary • Topography
Volumes • Land Title
Location Reports
Elevation Certificates
Construction Staking

CERTIFICATION

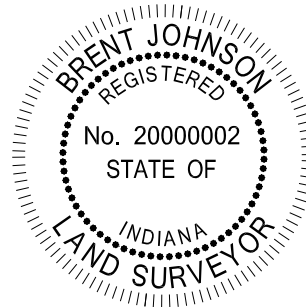
Subject to the above reservations, I hereby certify that the survey work was performed by me or under my direct supervision and control and that all the information contained in this report is true and correct to the best of my knowledge and belief and this report and associated Plat were performed in accordance with the current Indiana Minimum Survey Standards, 865 IAC 1-12 for this type of survey.

AFFIRMATION

In accordance with IC 36-2-7.5-5(a), 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.

Brent Johnson, R.L.S.
Indiana Registration No. 20000002

Date: November 06, 2012
Job Number: 12-135



PLAT OF SURVEY

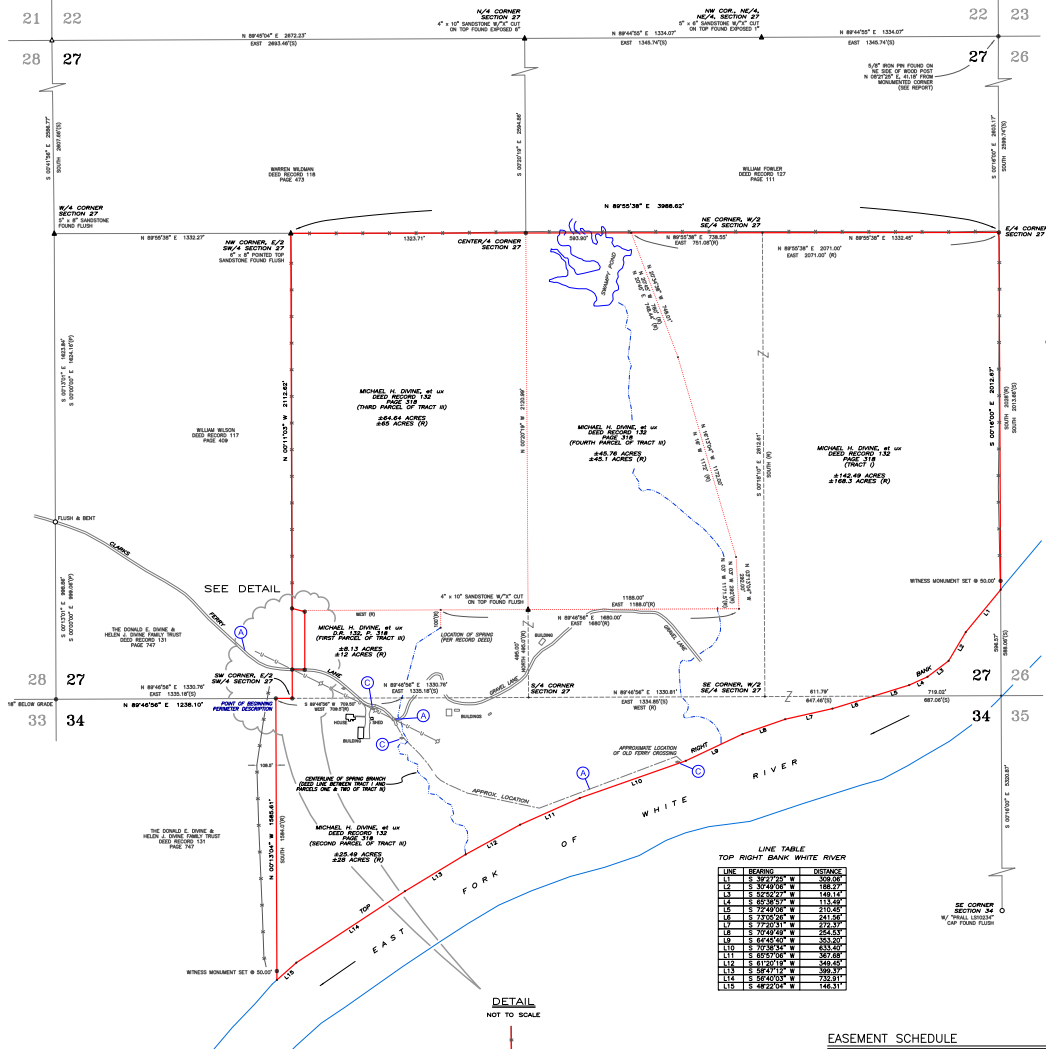
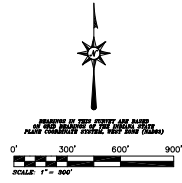
A PLAT OF PART OF THE S/2 OF SECTION 27 AND
A PART OF THE N/2 OF SECTION 34,
ALL IN TOWNSHIP 4 NORTH, RANGE 3 WEST,
MITCHELTREE TOWNSHIP, MARTIN COUNTY, INDIANA

- LEGEND**
- By the Surveyor, dimensions and bearings are to be found from:
 - 3/4" IRON PIN BEARING A PLASTIC CAP RECORDING LOCATION (SEE REPORT)
 - 1" IRON PIN IN CONCRETE FOUND PER RECORD BOOK PAGE 10
 - STONE FOUND AS NOTED
 - 1/2" IRON PIPE FOUND AS NOTED
 - OBSOLETE CORNER
 - UTILITY POLE
 - UNDERGROUND FIBER OPTIC MARKER
 - RECORD DOCUMENT DIMENSION
 - (S) DIMENSION PER 1896 LEGAL SURVEY (SEE RECORD BOOK S, PAGE 70)
 - (F) DIMENSION PER 1874 SURVEY BY MICHAEL FRANK, REC. 103
 - SUBJECT TRACT PERMEER LINE
 - ADJOINING TRACT DEED LINES
 - INTERIOR DEED LINES
 - INTERIOR SECTIONALIZED LAND LINE
 - APPROXIMATE LOCATION OF OLD ROAD
 - PROPOSED LOCATION OF OLD ROAD
 - OVERHEAD UTILITIES
 - FENCE

RETRACEMENT SURVEY OF PROPERTY DESCRIBED IN
TRACTS I & III OF DEED RECORD 132, PAGE 318
±286.51 ACRES (MEASURED)
±318.40 ACRES (RECORD PER DEED)
±313.97 ACRES (PER COUNTY ASSESSOR RECORDS)

ORIGINAL SURVEY OF ±0.65 ACRES (TRACT "A")
TO BE PROTRACTED FROM DEED RECORD 132, PAGE 318

TOTAL MEASURED ACREAGE AFTER PROTRACTING TRACT "A"
±285.96 ACRES



- GENERAL NOTES**
- THIS PLAT OF SURVEY IS INCOMPLETE WITHOUT THE ASSOCIATED SURVEYOR'S REPORT.
 - ALL DIMENSIONS AND BEARINGS ARE MEASURED BY THE SURVEYOR OR CALCULATED, BASED UPON SURVEY REQUIREMENTS, UNLESS OTHERWISE SHOWN.
 - FIELD WORK COMPLETED FEBRUARY 08, 2012.
 - SURVEY PROPERTY ADDRESS: 15047 CLANCE FERRY LANE, OSKALO, IN



1. SURVEY PROPERTY ADDRESS: 15047 CLANCE FERRY LANE, OSKALO, IN

- EASEMENT SCHEDULE**
- Item 21. Possible lack of legal access to and from the land described herein, ACCORDING TO AN WILLIAMS, MARTIN COUNTY HIGHWAY SUPERINTENDENT, CLANCE FERRY LANE IS ON THE STATE HIGHWAY AND MAINTAINED BY THE COUNTY FROM STATE ROAD 450 TO A ROAD, SECOND STREET, WHICH INFORMATION WAS NOT FOUND IN DEED RECORD 132, PAGE 318, OF THE RECORDED DEED. ACCORDING TO THE SUPERINTENDENT, CLANCE FERRY LANE FROM THE "Y" SOUTHWARD TO THE RIVER WAS CLOSED BY THE COUNTY, AND SOME PROXIMATE COUNTY COMMISSIONER RECORDS THAT SHOWED THE CLOSURE OF A ROAD (THANK SHERRY'S ROAD) BY MICHAEL FRANK, REC. 103, IN THE FIELD OF CLANCE FERRY ROAD. A LITTLE PORTION OF THE OLD ROAD, LOCATED SOUTH OF THE "Y", WAS REOPENED BY THE SURVEYOR'S JOURNAL OF THE "Y" IS APPROXIMATE AND FOR REFERENCE ONLY.
 - Item 26. Easement of passage along the bank of White River as set forth in Question and required December 16, 1989 in Book 132, Page 318. THIS EASEMENT AFFECTS TRACT "A" AND IS DESCRIBED AS "AN EASEMENT OF PASSAGE" ALONG THE BANK OF WHITE RIVER TO LAND OWNED BY OTHERS IN DEED RECORD 24, TAN, NOW A COURT DOCUMENT IS REFERENCED THAT FURTHER BENEATH THE EASEMENT, HOWEVER THE DOCUMENT WAS NOT FOUND, THE LOCATION OF THIS EASEMENT IS UNKNOWN.
 - Item 28. Temporary Buried First Right-of-Way Easement granted to IFC Communications, and to be easement of passage, shall terminate 12/31/2012 and expires January 15, 2013. THE EASEMENT IS DESCRIBED AS BEING IN THE NE/4, NW/4 OF SECTION 34, TAN, NOW AND RUNNING ALONG THE OLD ROAD TO THE RIVER. UNDERGROUND FIBER OPTIC MARKERS WERE FOUND AND ARE AS SHOWN ON THE PLAT.

TRACT "A"
±0.65 ACRES PROTRACTED FROM DEED RECORD 132, PAGE 318

RETRACEMENT & ORIGINAL SURVEY
2747 FERRIS

Contact: Nian O'Neill
Wallack Somers & Haas, PC
One Indiana Square, Suite 1500
Indianapolis, IN 46204

on: 314-729-9100
toll-free: 1-800-392-7299
fax: 314-729-9101
email: nian@wallack.com

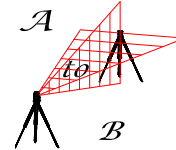
6/1/08

A to B Surveying, llc

A to B Surveying, LLC

26 North 5th Street • Vincennes, IN 47591

Phone & Fax (812) 882-0476 • e-mail: atob@sbcglobal.net



Boundary • Topography
Volumes • Land Title
Location Reports
Elevation Certificates
Construction Staking

Descriptions

RECORD DESCRIPTION – AS DESCRIBED IN DEED RECORD 132, PAGE 318

TRACT I:

A part of the East half and a part of the West half of the Southeast Quarter, apart of the Southeast quarter of the Northwest Quarter of Section 27, also apart of the North half of Section 34, all in Township 4 North, Range 3 West, described as follows: Commencing at a corner stone at the Northeast corner of the Southeast Quarter of above described Section 27, this stone is also on the line of lands of Jas R Marshall and Fabius Gwin; thence South along line of Fabius Gwin 2028 feet to a stake on bank of White River; thence South 29 degrees 30' West 380 feet to a stake; thence South 39 degrees West 300 feet to a stake; thence South 57 degrees 30' West 1335 feet to a stake; thence South 72 degrees West 1626 feet to a stake in center of Spring Branch and land of William E. Dillman; thence along said branch as follows: North 16 degrees West 430 feet to a stake; thence North 33 degrees West 436 feet to a stake; thence North 13 degrees East 360 feet to a stake; thence North 23 degrees East 152 feet to a stake; North 17 degrees East 200 feet to a stake; North 21 degrees East 100 feet to a stake; North 57 degrees East 160 feet to spring: thence North 100 feet to stake: thence East 1680 feet to corner post; thence North 3 degrees West 292 feet to corner post; thence North 16 degrees West 1172 feet to corner post; thence North 20 degrees 45 minutes West 780 feet to corner post on half section line and lands of Jas. R. Marshall; thence East along half Section line 2071 feet to the place of beginning, containing in all 168.3 acres, more or less.

FIRST PARCEL OF TRACT III:

Part of the southeast Quarter of the Southwest Quarter of Section 27, Township 4 North, Range 3 West, commencing at the Southwest corner thereof; thence East to the Spring Branch; thence Northward with the meandering of the Spring Branch to the upper spring; thence North to a point 30 rods from the South line of said tract; thence West to the West line thereof; thence South 30 rods to the place of beginning, and being 12 acres, more or less.

SECOND PARCEL OF TRACT III:

Twenty-eight acres off the East end of the West fractional Section 34, Township 4 North, Range 3 West, commencing where the line between Sections 27 and 34 crosses the Spring Branch and bearing West 43 rods to a stake; thence South 96 rods to the river; thence East 76 rods to the Spring Branch at its mouth; thence with the meandering of said branch up the same to its beginning, 54 rods from the river;

THIRD PARCEL OF TRACT III:

The East half of the southwest Quarter of Section 27, Township 4 North, Range 3 West, except 15 acres off the South end thereof.

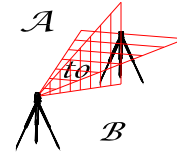
FOURTH PARCEL OF TRACT III:

Also, the West half of the Southeast quarter of Section 27, Township 4 North, Range 3 West, except a part thereof described as follows: Commencing at the Southwest corner thereof thence North 30 rods; thence East 72 rods; thence North 3 degrees West 71 rods; thence North 20 3/4 degrees East 45 rods, 9 links, thence East 45 rods, 13 links; thence South to the Southeast corner of said 80 acre tract; thence West to place of beginning.

A to B Surveying, LLC

26 North 5th Street • Vincennes, IN 47591

Phone & Fax (812) 882-0476 • e-mail: atob@sbcglobal.net



Boundary • Topography
Volumes • Land Title
Location Reports
Elevation Certificates
Construction Staking

PREPARED SURVEYED DESCRIPTION – COMBINING ALL ABOVE REFERENCED RECORD PARCELS & EXCLUDING THE 0.55 ACRE TRACT “A”

A part of the South Half Section 27, and a part of the North Half Section 34, all in Township 4 North, Range 3 West, situated in Mitcheltree Township, Martin County, Indiana, as shown on a plat of survey by A to B Surveying, LLC, dated February 07, 2012 and being more particularly described as follows:

Commencing at a 5/8 inch iron pin bearing a plastic cap inscribed “Johnson 20000002”, hereon called an “iron monument”, marking the Southwest corner of said Section 27; thence along the South line of said section, North 89 degrees 46 minutes 56 seconds East, 1238.10 feet to an “iron monument” marking the **POINT OF BEGINNING**; thence continuing along said South line, North 89 degrees 46 minutes 56 seconds East, 92.66 feet to an “iron monument” at the Southwest corner of the East Half of the Southwest Quarter of said Section 27; thence along the West line of said East Half, North 00 degrees 11 minutes 03 seconds West, 162.23 feet to an “iron monument” in the centerline of Clarks Ferry Lane; thence along said centerline, South 88 degrees 47 minutes 20 seconds East, 70.67 feet to an “iron monument”; thence North 00 degrees 00 minutes 03 seconds West, 327.47 feet to an “iron monument”; thence North 75 degrees 32 minutes 37 seconds West, 74.11 feet to an “iron monument” on the West line of aforesaid East Half; thence along said West line, North 00 degrees 11 minutes 03 seconds West, 2112.62 feet to six inch by eight inch stone marking the Northwest corner of said East Half; thence along the North line of the South Half of said Section 27, North 89 degrees 55 minutes 38 seconds East, 3988.62 feet to an “iron monument” marking the Northeast corner of the South Half of said section; thence along the East line of said South Half, South 00 degrees 16 minutes 00 seconds East, 2012.67 feet to the top right bank of the East Fork of White River (witness an “iron monument”, North 00 degrees 16 minutes 00 seconds West, 50.00 feet); thence along the surveyed meanders of said top right bank the following courses and distances: South 39 degrees 27 minutes 25 seconds West, 309.06 feet; South 30 degrees 49 seconds 06 seconds West, 188.27 feet; South 52 degrees 52 minutes 27 seconds West, 149.14 feet; South 65 degrees 38 minutes 57 seconds West, 113.49 feet; South 72 degrees 49 minutes 06 seconds West, 210.45 feet; South 73 degrees 05 minutes 26 seconds West, 241.56 feet; South 77 degrees 20 minutes 31 seconds West, 272.37 feet; South 70 degrees 49 minutes 49 seconds West, 254.53 feet; South 64 degrees 45 minutes 40 seconds West, 353.20 feet; South 70 degrees 38 minutes 34 seconds West, 633.40 feet; South 65 degrees 57 minutes 06 seconds West, 367.68 feet; South 61 degrees 20 minutes 19 seconds West, 349.45 feet; South 58 degrees 47 minutes 12 seconds West, 399.37 feet; South 56 degrees 40 minutes 03 seconds West, 732.91 feet; South 48 degrees 22 minutes 04 seconds West, 146.31 feet (witness an “iron monument”, North 00 degrees 13 minutes 04 seconds West, 50.00 feet); thence leaving said top right bank and proceeding, North 00 degrees 13 minutes 04 seconds West, 1585.61 feet to the point of beginning. Containing 285.96 acres, more or less.

Subject to all easements and road rights-of-way of record.

Bearings in this description are based on grid bearings of the Indiana State Plane Coordinate System, West Zone (NAD 83).

TRACT “A” – PREPARED DESCRIPTION OF 0.55 ACRE TRACT

A part of the East Half of the Southwest Quarter Section 27, Township 4 North, Range 3 West, situated in Mitcheltree Township, Martin County, Indiana, as shown on a plat of survey by A to B Surveying, LLC, dated February 07, 2012 and being more particularly described as follows:

Commencing at a 5/8 inch iron pin bearing a plastic cap inscribed “Johnson 20000002”, hereon called an “iron monument”, marking the Southwest corner of said Section 27; thence along the South line of said section, North 89 degrees 46 minutes 56 seconds East, 1330.76 feet to an “iron monument” at the Southwest corner of the East Half of the Southwest Quarter of said section; thence along the West line of said East Half, North 00 degrees 11 minutes 03 seconds West, 162.23 feet to an “iron monument” in the centerline of Clarks Ferry Lane and being the **POINT OF BEGINNING**; thence continuing along aforesaid West line, North 00 degrees 11 minutes 03 seconds West, 344.48 feet to an “iron monument”; thence South 75 degrees 32 minutes 37 seconds East, 74.11 feet to an “iron monument”; thence South 00 degrees 00 minutes 03 seconds East, 327.47 feet to an “iron monument” in the centerline of Clarks Ferry Lane; thence along said centerline, North 88 degrees 47 minutes 20 seconds West, 70.67 to the point of beginning. Containing 0.55 acres, more or less.

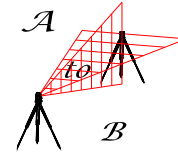
Subject to all easements and road rights-of-way of record.

Bearings in this description are based on grid bearings of the Indiana State Plane Coordinate System, West Zone (NAD 83).

A to B Surveying, llc

26 North 5th Street • Vincennes, IN 47591

Phone & Fax (812) 882-0476 • e-mail: atob@sbcglobal.net



Boundary • Topography
Volumes • Land Title
Location Reports
Elevation Certificates
Construction Staking

Surveyor's Report

In accordance with the Indiana Survey Standards as defined in Title 865, Article 1, Rule 12 of the Indiana Administrative Code, the following opinions and observations are submitted regarding the various uncertainties in the locations of lines and corners established this survey as a result of:

- Availability, Condition and Integrity of Reference Monuments;
- Record Descriptions and Plats;
- Lines of Occupation, and
- Relative Positional Accuracy of Measurements

There **MAY BE** unwritten rights associated with these uncertainties.

Relative Positional Accuracy (RPA), as defined by IAC 865, is a value expressed in feet that represents uncertainty due to random errors in measurement of any point on a survey relative to any other point on the same survey, at a 95 percent confidence level. The RPA of this survey, based upon the intended land use, is within the specifications set forth by IAC 865 for a "RURAL" survey (0.26 feet plus 200 parts per million).

There may be differences of deed dimensions versus measured dimensions along the boundary lines shown hereon and, likewise, there may be found survey markers near, but not precisely at, some boundary corners. In cases where the magnitude of these differences are less than the Positional Accuracy stated above and less than the uncertainty identified for the reference monumentation (discussed below), the differences may be considered insignificant and are shown only for purposes of mathematical closure. Such differences that are greater than the Positional Accuracy and the uncertainty in reference monumentation should be considered worthy of notice and are therefore discussed further below.

PURPOSE

This survey was ordered by Wallack Somers & Haas, PC (Contact: Nan O'Neil) to perform a "Retracement & Original Survey" on property described in Deed Record 132, page 318 for the purpose of a proposed land transfer. This report applies to a survey by A to B Surveying, LLC. under the direct supervision of Brent Johnson, R.L.S. Indiana Registration No. 20000002.

Boundary corner monuments and pertinent data were tied in utilizing GPS-RTK measurements. X, Y and Z values for the points collected are based on the published value for the Indiana State Plane Coordinate System, West Zone (NAD 83). The State Plane Coordinate values were then reduced to "Ground Coordinates" by a combined average scale factor to produce the "Measured Dimensions" shown on this Plat of Survey.

RECORD DESCRIPTION

Ownership shown hereon is per county and township records indicated or in title work provided by others. A to B Surveying, LLC. assumes no responsibility for the correctness of the public records or information supplied by others.

Subject Tract: Deed Record 132, page 318 (Grantee: Michael H. Divine, et ux) contains descriptions for multiple parcels. The surveyed parcels consist of one parcel described in Tract I and four parcels described in Tract III of said deed. For discussions in this report and as graphically depicted on the accompanying plat, record parcels are referenced as they appear in Deed Record 132, page 318. It should be noted that in Exhibit "A" of the Title Commitment provided by the client (Commitment #000449286, dated December 29, 2011) Tract I contains the same description as Tract I in Deed Record 132, page 318 and Tract II contains the same descriptions as Tract III in Deed Record 132, page 318.

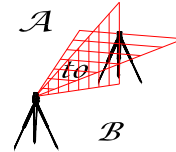
Tract I – Tract I contains a metes and bounds type description that has a mathematical closure error of 127 feet, which results in a relative accuracy of 1 in 107 feet. The measured acreage of Tract I is 25.81 acres less than cited in the deed. It is uncertain if this is a result of the movement of White River or due to the lack of actual field measurements when the original description for this parcel was created.

Tract III - The first and second parcels are metes and bounds descriptions with open directional and distance calls, therefore no mathematical closure analysis could be determined. The third parcel is an aliquot part type description with an exception of 15 acres off of the South end. The fourth parcel is a metes and bounds description with open dimensional calls, therefore no mathematical closure analysis could be determined. It is also believed, based on comparisons with calls in Tract I, that there are missing courses and erroneous directional calls in this description.

A to B Surveying, llc

26 North 5th Street • Vincennes, IN 47591

Phone & Fax (812) 882-0476 • e-mail: atob@sbcglobal.net



Boundary • Topography
Volumes • Land Title
Location Reports
Elevation Certificates
Construction Staking

Based on the above referenced ambiguities in Subject Tract descriptions and for the purpose of creating a more modernized description to encompass all of the property, a surveyed description of Subject Property has been prepared.

As will be discussed in the “Lines of Occupation” section below, an area of encroachment was noted along the West line of Subject Property. A description has also been prepared for Tract “A”, as labeled on the accompanying plat, for the purpose of “cleaning up” this area of encroachment.

The Uncertainties in Record Descriptions: Tract 1 acreage, as noted above.

RECORD MONUMENTS

Monuments/Surveys of Record

- Original Government Plats and Field notes.
- Legal Survey of the perimeter lines of Section 27 by Stapleton, S.M.C., dated May 1895 and recorded in Legal Survey Book 2, page 70.
- Legal Survey depicting multiple corners in Section 27 by McBride, S.M.C., dated June 1892 and recorded in Legal Survey Book 2, page 40.
- Plat of Survey of multiple properties in Section 34 (South side of White River) by Marston Fowler, Jr., RLS #11238, dated March 24, 1995 and recorded in Misc. Book 36, page 106.
- Plat of Survey of property in Section 28 by Nelson Prall, RLS #10234, dated December 16, 1974. This survey was provided by the Martin County Surveyor (Paul Sanders, RLS).
- Plat of Survey of property in Section 22 by A to B Surveying, LLC, dated March 11, 2011 and recorded in Instrument #201100661.
- Plat of Survey of property in Section 26 (East of White River) by Jess Gwinn, RLS #9300019, recorded in Instrument #200308053.
- Plat of Survey of property in Section 22 by Marston Fowler, Jr., RLS #11238 dated April, 2, 1983.

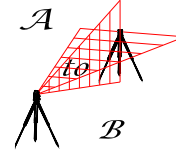
Theory of Location in the Establishment of Lines and Corners

- The NE corner of Section 27 was monumented on a line extended from found stones marking the N/4 corner and NW corner, NE/4, NE/4 at its proportionate position. This monumented corner is 41.18' SW of an iron pin found next to a wood post. Fowler depicts setting an iron pin at this corner on his 1983 survey; however it is uncertain if the found monument is Fowlers due to it not being in agreement with his calculations.
- Alignment of the East line of Section 27 was established from the aforementioned NE corner to an iron pipe w/Prall cap found marking the SE corner of Section 34. This alignment was supported by being in agreement with existing possession along the East line of Subject property and further supported by its dimensional position from the SW corner of Section 27. This alignment did however vary from monumentation/possession shown on the 1995 Fowler survey on the South side of White River (near top of bank) by as much as 37'. It is believed that the natural boundary of the river has created this resulting deflection in alignment.
- The aforementioned 1974 Prall survey depicts a stone marking the SW corner of Section 27. A search was made for the stone and it is believed that the stone has been removed by recent clearing in the area. The SW corner of Section 27 was re-monumented per reference ties to monumentation shown on the 1974 Prall survey, as shown on the accompanying plat.
- The North/South center quarter line was established from the stone at the N/4 corner through a stone found 495' North of the S/4 corner. This alignment was extended South the record dimension of 495' to establish the S/4 corner.
- Alignment of the South line of Section 27 was established between the aforementioned SW & S/4 corners and extended East to create a calculated SE corner of Section 27, which falls near the SE side of the river.
- The East/West center quarter line was established between stones at the W/4 corner and NW corner of the E/2, SW/4 and extended East to create the monumented position of the E/4 corner of Section 27. This alignment was supported by being in near agreement with an existing fence, as shown on the accompanying plat.
- The remaining sectionalized land corners were established at their aliquot position.

A to B Surveying, llc

26 North 5th Street • Vincennes, IN 47591

Phone & Fax (812) 882-0476 • e-mail: atob@sbcglobal.net



Boundary • Topography
Volumes • Land Title
Location Reports
Elevation Certificates
Construction Staking

- The West line of Parcel two of Tract III was established at record dimension from the intersection of the South line of Section 27 and the centerline of Spring Branch.
- The North, South & East lines of Tract "A" were monumented along the lines of long standing possession (fence lines).

The Uncertainties in Reference Monuments: 41.18 feet, as noted above.

LINES OF OCCUPATION

- As noted above, Tract "A" was created to encompass an area that has long been possessed by the adjoiner to the West (Wilson). According to Mr. Divine and Mr. Wilson, there appears to have been a gentlemen's agreement concerning this area even prior to the current ownership. They have both always accepted the existing fence lines and thus Tract "A" is being created this survey to describe and monument the area of occupation.
- A fence line exists along the remaining portion of the West line of the E/2, SW/4 and varies by as much as 3.6' East of the monumented line.
- A fence line varies by as much as 7.6' North of the monumented North line of Subject Tract.
- A fence line varies by as much as 1.5' East and 10.3' West of the monumented East line of Subject Tract.
- The Southerly lines of Subject Tract follow the top bank of the East Fork of White River.
- A fence line extends from the South side of Clarks Ferry Lane to the bank of White River on the West side of Subject Tract. This fence lies as much as 140.7' West of the monumented line (near the South line of Section 27). All as shown on the accompanying plat.

The Uncertainties in Lines of Occupation: ±140.7 feet, as noted above.

RESERVATIONS

Except as specifically stated or shown on the accompanying Plat, this survey does not purport to reflect any of the following which may be applicable to the subject tract: easements, other than those possible easements that were visible at the time of this survey; building setback lines; restrictive covenants; zoning or other land-use regulations; and any other facts that an accurate and current title search may disclose.

CERTIFICATION

Subject to the above reservations, I hereby certify that the survey work was performed by me or under my direct supervision and control and that all the information contained in this report is true and correct to the best of my knowledge and belief and this report and associated Plat were performed in accordance with the current Indiana Minimum Survey Standards, 865 IAC 1-12 for this type of survey.

AFFIRMATION

In accordance with IC 36-2-7.5-5(a), 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.

Brent Johnson, R.L.S.
Indiana Registration No. 20000002

Date: February 07, 2012
Job Number: 11-129

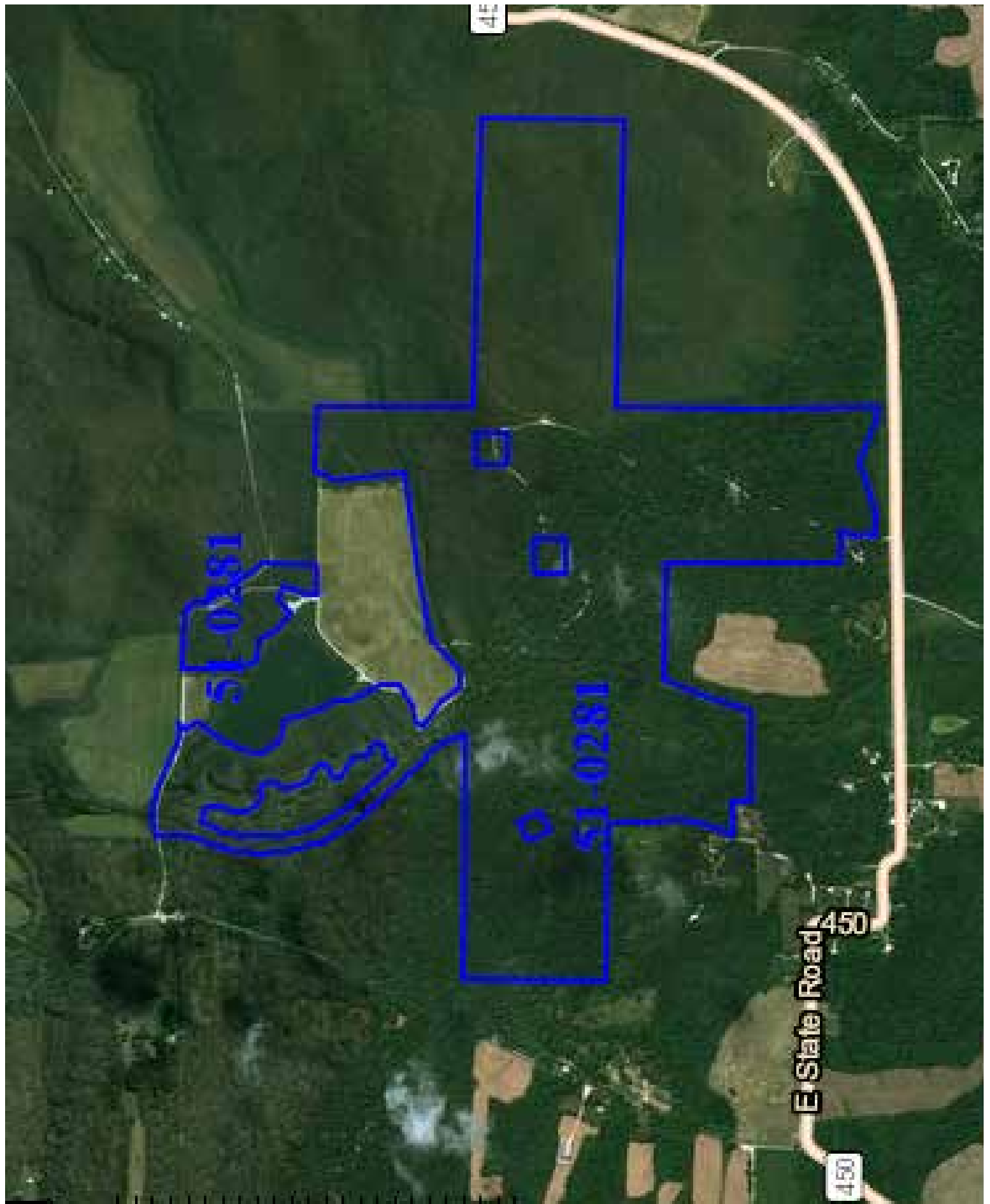




CLASSIFIED FOREST MAPS











FSA INFO
& 156EZ



FARM SERVICE AGENCY INFO

Indiana
Martin
Report ID: FSA-156EZ

U.S. Department of Agriculture
Farm Service Agency
Abbreviated 156 Farm Record

FARM: 2055
Prepared: 4/25/18 1:42 PM
Crop Year: 2018
Page: 1 of 1

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Operator Name: DMI MARTIN COUNTY FARMS LLC
Farm Identifier: E6
Recon Number: 2010 18101 2

Farms Associated with Operator:
138, 2115

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
71.87	19.59	19.59	0.0	0.0	0.0	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP				
0.0	0.0	19.59	6.0	0.0				

ARC-IC NONE ARC-CO NONE ARC/PLC WHEAT, CORN , SOYBN PLC-Default NONE

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
WHEAT	2.0		38	0.0
CORN	8.4		91	0.0
SOYBEANS	15.1		34	0.0
Total Base Acres:	25.5			

Tract Number: 784 Description: E6/2A SEC20 T4N R3W

BIA Range Unit Number:

HEL Status: HEL: conservation system is being actively applied

Wetland Status: Wetland determinations not complete

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
71.87	19.59	19.59	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP		
0.0	0.0	19.59	6.0	0.0		

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
WHEAT	2.0		38	0.0
CORN	8.4		91	0.0
SOYBEANS	15.1		34	0.0
Total Base Acres:	25.5			

Owners: DMI MARTIN COUNTY FARMS LLC

FSA INFO

USDA Farm 138 Tract 781

Administered by: Martin County, Indiana

OP: DMI MARTIN COUNTY FARMS LLC

OW: DMI MARTIN COUNTY FARMS LLC

Source: Primarily USDA NADP 2016 Imagery (2015 IL/CH); IDHS or DNR map roads; FSA data 2017-12-21 14:17:40

2018 Certification map prepared on: 12/21/2017

159 Tract acres

49.24 Cropland acres

0 CRP acres

CRP
 CLU

Wetland Determination Identifiers:
 Restricted Use TRS: 4N3W21
 Limited Restrictions Martin Co., IN
 Exempt from Conservation Compliance Provisions



Crops are non-irrigated, intended use is grain, and types are YEL (corn), COM (soybeans), and SRW (wheat) unless noted.



CLU	Acres	HEL	LC	Contract	Prac	Yr	Cl
1	3.29	U*	2				Y
2	42.06	U*	2				Y
3	3.89	U*	2				Y
5	5.56	U	10				N
6	104.2	U	10				N

USDA FSA maps are for FSA program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts information provided directly from the producer and/or NADP Imagery. The producer accepts the data "as is" and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS.

FSA INFO

USDA Farm 2055 Tract 784

Administered by: Martin County, Indiana

OP: DMI MARTIN COUNTY FARMS LLC

OW: DMI MARTIN COUNTY FARMS LLC

Source: Primarily USDA NAIP 2016 Imagery (2015 L/Orth); HDAS or Dynamic roads; FSA data 2017-12-21 14:17:40

Crops are non-irrigated, intended use is grain, and types are YEL (corn), COM (soybeans), and SRW (wheat) unless noted.

2018 Certification map prepared on: 12/21/2017

71.87 Tract acres

19.59 Cropland acres

0 CRP acres

CRP

CLU

Wetland Determination Identifiers:

Restricted Use TRS: 4N3W20

Limited Restrictions Martin Co., IN

Exempt from Conservation Compliance Provisions

CLU	Acres	HEL	LC	Contract	Prac	Yr	Cl
2	10.62	H	2				Y
3	5.03	H	2				Y
4	3.13	H	2				Y
10	0.81	H	2				Y
11	52.28	U	10				N



USDA FSA maps are for FSA program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts information provided directly from the producer and/or NAIP imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS.

Indiana
 Martin
 Report ID: FSA-156EZ

U.S. Department of Agriculture
 Farm Service Agency
Abbreviated 156 Farm Record

FARM: 138
 Prepared: 4/25/18 1:41 PM
 Crop Year: 2018
 Page: 1 of 1

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Operator Name	Farm Identifier	Recon Number
DMI MARTIN COUNTY FARMS LLC		

Farms Associated with Operator:
 2055, 2115

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
159.0	49.24	49.24	0.0	0.0	0.0	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP				
0.0	0.0	49.24	0.0	0.0				

ARC/PLC

ARC-IC
NONE

ARC-CO
NONE

PLC
CORN

PLC-Default
NONE

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
CORN	36.3		97	0.0
Total Base Acres:	36.3			

Tract Number: 781 Description: G5/1B SEC20,21 T4N R3W

BIA Range Unit Number:

HEL Status: HEL Determinations not complete

Wetland Status: Wetland determinations not complete

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
159.0	49.24	49.24	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP		
0.0	0.0	49.24	0.0	0.0		

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
CORN	36.3		97	0.0
Total Base Acres:	36.3			

Owners: DMI MARTIN COUNTY FARMS LLC

Indiana
 Martin
 Report ID: FSA-156EZ

U.S. Department of Agriculture
 Farm Service Agency
Abbreviated 156 Farm Record

FARM: 2115
 Prepared: 4/25/18 1:42 PM
 Crop Year: 2018
 Page: 1 of 1

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Operator Name: DMI MARTIN COUNTY FARMS LLC
 Farm Identifier: [Blank]
 Recon Number: [Blank]
 Farms Associated with Operator: 138, 2055

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
290.66	123.29	123.29	0.0	0.0	0.0	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP				
0.0	0.0	123.29	0.0	0.0				

ARC/PLC			
ARC-IC NONE	ARC-CO NONE	PLC WHEAT, CORN, SOYBN	PLC-Default NONE

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
WHEAT	3.7		38	0.0
CORN	64.2		102	0.0
SOYBEANS	11.1		30	0.0
Total Base Acres:	79.0			

Tract Number: 651 Description: G6/2B SEC27,34 T4N R3W

BIA Range Unit Number:

HEL Status: HEL: conservation system is being actively applied

Wetland Status: Wetland determinations not complete

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
290.66	123.29	123.29	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP		
0.0	0.0	123.29	0.0	0.0		

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
WHEAT	3.7		38	0.0
CORN	64.2		102	0.0
SOYBEANS	11.1		30	0.0
Total Base Acres:	79.0			

Owners: DMI MARTIN COUNTY FARMS LLC

ANDREW BODEN

FSA INFO

USDA Farm 2115 Tract 651

Administered by: Martin County, Indiana
 OP: DMI MARTIN COUNTY FARMS LLC
 OW: DMI MARTIN COUNTY FARMS LLC

2018 Certification map prepared on: 12/21/2017

290.66 Tract acres
 123.29 Cropland acres
 0 CRP acres

Source: Primarily USDA NAPP 2018 Imagery (2015 L/ON); ID15 or Dynamic roads; FSA data 2017-12-21 14:17:40

Crops are non-irrigated, intended use is grain, and types are YEL (corn), COM (soybeans), and SRW (wheat) unless noted.



CLU	Acres	HEL	LC	Contract	Prac	Yr	C	I
1	3.33	H	2					Y
2	15.94	H	2					Y
3	28.47	H	2					Y
4	6.31	H	2					Y
5	3.43	H	2					Y
6	14.91	H	2					Y
7	5.04	H	2					Y
8	11.39	H	2					Y
9	14.92	H	2					Y
10	6.36	H	2					Y
11	0.54	H	2					Y
13	12.65	H	2					Y
14	106.09	U	2					N
34	61.28	U	10					N

USDA FSA maps are for FSA program administration only. This map does not represent a legal survey or reflect actual ownership; rather, it depicts information provided directly from the producer and/or NAIP imagery. The producer accepts the data "as is" and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS.





RESIDENTIAL DISCLOSURES & LEAD PAINT FORMS



RESIDENTIAL DISCLOSURE, TRACT 1

SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

TRACT 1
Date May 8, 2018
(month, day, year)

Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of the above date. The prospective buyer and the owner may wish to obtain professional advice or inspections of the property and provide for appropriate provisions in a contract between them concerning any advice, inspections, defects, or warranties obtained on the property. The representations in this form are the representations of the owner and are not the representations of the agent, if any. This information is for disclosure only and is not intended to be a part of any contract between the buyer and the owner. Indiana law (IC 24-4.8-2) generally requires sellers of 1-4 unit residential property to complete this form regarding the known physical condition of the property. An owner must complete and sign the disclosure form and submit the form to a prospective buyer before an offer is accepted for the sale of the real estate.

PROPERTY ADDRESS: 10248 E State Road 450, Shoals, IN
(number and street, city, state, ZIP code)

The following are in the conditions indicated:

NOTE: "Defect" means a condition that would have a significant adverse effect on the value of the property, that would significantly impair the health or safety of future occupants of the property, or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

A. APPLIANCES	None/Not Included	Defective	Not Defective	Do Not Know
1. Built-in Vacuum System				X
2. Clothes Dryer	X			
3. Clothes Washer	X			
4. Dishwasher				X
5. Disposal				X
6. Gas Grill	X			
7. Hood / Vent				X
8. Microwave Oven <u>BUILT-IN</u>				X
9. Oven				X
10. Range	X			
11. Refrigerator	X			
12. Free-Standing Freezer	X			
13. Room Air Conditioner(s)	X			
Window <input type="checkbox"/> Qty _____ Wall <input type="checkbox"/> Qty _____				
14. Trash Compactor	X			
15. TV Antenna / Dish				X
16. Other:				

B. ELECTRICAL SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know
1. Air Purifier	X			
2. Burglar Alarm / Security System				X
3. Ceiling Fan(s)	X			
4. Garage Door Opener / Controls				X
5. Inside Telephone Wiring and Blocks / Jacks				X
6. Intercom	X			
7. Light Fixtures				X
8. Sauna	X			
9. Smoke / Fire Alarm(s)				X
10. Switches and Outlets				X
11. Vent / Fan(s)				X
12. 60 / 100 / 200 Amp Service (Circle one)				X

C. WATER & SEWER SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know
1. Cistern				X
2. Septic Field / Bed				X
3. Hot Tub	X			
4. Swimming Pool / Related Systems	X			
5. Plumbing				X
6. Aerator System	X			
7. Sump Pump	X			X
8. Irrigation Systems	X			
9. Water Heater - Gas <u>Electric</u> Solar (circle all that apply)				X
10. Water Purifier	X			
11. Water Softener	X			
12. Well				X
13. Other Sewer System: (Explain)				

	Yes	No	Do Not Know
14. Are the improvements connected to a public water system?		X	
15. Are the improvements connected to a public sewer system?		X	
16. Are the improvements connected to a private/community water system?		X	
17. Are the improvements connected to a private/community sewer system?		X	
18. Are there any additions to the structure(s) that may require improvements to the sewage disposal system?		X	
19. If yes, have the improvements been completed on the sewage disposal system?			

D. HEATING & COOLING SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know
1. Attic Fan	X			
2. Central Air Conditioning				X
3. Hot Water Heat	X			
4. Furnace Heat - Gas <u>Electric</u> Oil (circle one)				X
5. Electric Heat	X			
6. Solar House-Heating	X			
7. Wood burning Stove	X			
8. Fireplace				X
9. Fireplace Insert	X			
10. Air Cleaner	X			
11. Humidifier	X			
12. Propane Tank	X			
13. Geothermal	X			
14. Other Heating Source:				

E. ROOF	Yes	No	Do Not Know
1. Does the roof leak?			X
2. Is there present damage to the roof?			X
3. Is there present damage to the - Shingles / Rafters / Trusses?			X
4. Is there present damage to the sheathing?			X
5. Is there present damage to the flashing?			X
6. Is there more than one roof on the house? (layers of shingles) If so, how many? _____			X
7. Age of roof if known: _____ years			
8. Age of shingles, if known: _____ years			
9. Age of sheathing, if known: _____ years			
10. Age of flashing, if known: _____ years			

F. HAZARDOUS CONDITIONS	Yes	No	Do Not Know
1. Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mine/till, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation or PCB's? Explain:			X

G. OTHER DISCLOSURES	Yes	No	Do Not Know
1. Do improvements have aluminum wiring?			X
2. Are there any foundation problems with the improvements?			X
3. Are there any encroachments?			X
4. Are there any violations of zoning, building codes or restrictive covenants?			X
5. Is the present use a non-conforming use? Explain:			
6. Are there any structural problems with the building?			X
7. Have you received any notices by any governmental or quasi-governmental agencies affecting this property?			X
8. Are there moisture and/or water problems in the basement, crawl space area or any other area?			X
9. Have any substantial additions or alterations been made without a required building permit?			X
10. Is there any damage due to wind, flood, termites or rodents?			X
11. Is there any damage due to moisture or drainage problems?			X
12. Have any improvements been treated for wood destroying insects?			X
13. Are the furnace / wood stove / chimney / flue all in working order?			X
14. Is the property in a flood plain?			X
15. Do you currently pay flood insurance?		X	
16. Does the property contain underground storage tank(s)?			X
17. Is the home owner a licensed real estate salesperson or broker?		X	
18. Is there any threatened or existing litigation regarding the property?		X	
19. Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?		X	
20. Is the property located within one (1) mile of an airport?			X

H. ADDITIONAL COMMENTS AND/OR EXPLANATIONS:
(Use additional pages if necessary)

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A DISCLOSURE FORM IS NOT A WARRANTY BY THE OWNER OR THE OWNER'S AGENT, IF ANY, AND THE DISCLOSURE FORM MAY NOT BE USED AS A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR OWNER MAY LATER OBTAIN. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below:

 
 REALTOR® Seller Date _____ Buyer Date _____
 REALTOR® Buyer Date _____

The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.

Signature of Seller	Date	Signature of Buyer	Date
Signature of Seller	Date	Signature of Buyer	Date

This is a suggested form of the Fort Wayne Area Association of REALTORS®, Huntington Board of REALTORS®, North Eastern Indiana and Adams-Jay-Wells Board of REALTORS®. This form has been created and printed exclusively for the use of REALTOR® and non-resident members of FWAAR, HBOR, NEBOR and AJWBOR. Any use of this form by non-members of FWAAR, HBOR, NEBOR and AJWBOR is prohibited without the prior consent of FWAAR, HBOR, NEBOR and AJWBOR.
Rev. 11/02

TRACT 1

10248 E state Road 450, Shoals, IN

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) Purchaser has received copies of all information listed above.

(d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or




(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) KRS Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<input checked="" type="checkbox"/> 	_____	Seller	_____
Seller	Date	Seller	Date
	_____	Purchaser	_____
Purchaser	Date	Purchaser	Date
	_____	Agent	_____
Agent	Date	Agent	Date

RESIDENTIAL DISCLOSURE, TRACT 5

SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

TRACT 5
Date May 8, 2018
(month, day, year)

Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of the above date. The prospective buyer and the owner may wish to obtain professional advice or inspections of the property and provide for appropriate provisions in a contract between them concerning any advice, inspections, defects, or warranties obtained on the property. The representations in this form are the representations of the owner and are not the representations of the agent, if any. This information is for disclosure only and is not intended to be a part of any contract between the buyer and the owner. Indiana law (IC 24-4.6-2) generally requires sellers of 1-4 unit residential property to complete this form regarding the known physical condition of the property. An owner must complete and sign the disclosure form and submit the form to a prospective buyer before an offer is accepted for the sale of the real estate.

PROPERTY ADDRESS: 9283 State Road 450, Shoals, IN
(number and street, city, state, ZIP code)

The following are in the conditions indicated:

NOTE: "Defect" means a condition that would have a significant adverse effect on the value of the property, that would significantly impair the health or safety of future occupants of the property, or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

A. APPLIANCES	None/Not Included	Defective	Not Defective	Do Not Know
1. Built-in Vacuum System	X			
2. Clothes Dryer	X			
3. Clothes Washer	X			
4. Dishwasher				X
5. Disposal				X
6. Gas Grill	X			
7. Hood / Vent				X
8. Microwave Oven <u>BUILT IN</u>				X
9. Oven				X
10. Range				X
11. Refrigerator				X
12. Free-Standing Freezer	X			
13. Room Air Conditioner(s)	X			
Window <input type="checkbox"/> Qty. _____ Wall <input type="checkbox"/> Qty. _____				
14. Trash Compactor	X			
15. TV Antenna / Dish	X			
16. Other:				


B. ELECTRICAL SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know
1. Air Purifier	X			
2. Burglar Alarm / Security System <u>CAMEL'S</u>				X
3. Ceiling Fan(s) <u>(3)</u>				X
4. Garage Door Opener / Controls	X			
5. Inadequate Telephone Wiring and Blocks / Jacks				X
6. Intercom	X			
7. Light Fixtures				X
8. Sauna	X			
9. Smoke / Fire Alarm(s)				X
10. Switches and Outlets				X
11. Vent / Fans				X
12. 60 / 100 / 200 Amp Service (Circle one)				

C. WATER & SEWER SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know
1. Cistern	X			X
2. Septic Field / Bed				X
3. Hot Tub	X			
4. Swimming Pool / Related Systems	X			
5. Plumbing				X
6. Aerator System	X			
7. Sump Pump	X			
8. Irrigation Systems	X			
9. Water Heater - Gas / Electric / Solar (circle all that apply) <u>(2)</u>				X
10. Water Purifier	X			
11. Water Softener				X
12. Well <u>CITY WATER</u>	X			
13. Other Sewer System: (Explain)				

	Yes	No	Do Not Know
14. Are the improvements connected to a public water system?	X		
15. Are the improvements connected to a public sewer system?		X	
16. Are the improvements connected to a private/community water system?		X	
17. Are the improvements connected to a private/community sewer system?		X	
18. Are there any additions to the structure(s) that may require improvements to the sewage disposal system?			X
19. If yes, have the improvements been completed on the sewage disposal system?			

H. ADDITIONAL COMMENTS AND/OR EXPLANATIONS:
(Use additional pages if necessary)

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A DISCLOSURE FORM IS NOT A WARRANTY BY THE OWNER OR THE OWNER'S AGENT, IF ANY, AND THE DISCLOSURE FORM MAY NOT BE USED AS A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR OWNER MAY LATER OBTAIN. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

 [Signature] Seller Date _____
Buyer Date _____

The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.

Signature of Seller	Date	Signature of Buyer	Date
Signature of Seller	Date	Signature of Buyer	Date

This is a suggested form of the Fort Wayne Area Association of REALTORS®, Huntington Board of REALTORS®, North Eastern Indiana and Adams-Jay-Wells Board of REALTORS®. This form has been created and printed exclusively for the use of REALTOR® and non-resident members of FWAAR, HBOR, NEBOR and AJNBOR. Any use of this form by non-members of FWAAR, HBOR, NEBOR and AJNBOR is prohibited without the prior consent of FWAAR, HBOR, NEBOR and AJNBOR.
Rev. 11/02

RESIDENTIAL DISCLOSURE, TRACT 14

SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

TRACT 14
Date May 8, 2018
(month, day, year)

Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of the above date. The prospective buyer and the owner may wish to obtain professional advice or inspections of the property and provide for appropriate provisions in a contract between them concerning any advice, inspections, defects, or warranties obtained on the property. The representations in this form are the representations of the owner and are not the representations of the agent, if any. This information is for disclosure only and is not intended to be a part of any contract between the buyer and the owner. Indiana law (IC 24-4.6-2) generally requires sellers of 1-4 unit residential property to complete this form regarding the known physical condition of the property. An owner must complete and sign the disclosure form and submit the form to a prospective buyer before an offer is accepted for the sale of the real estate.

PROPERTY ADDRESS: 18114 Possum Hollow Road, Shoals, IN
(Number and street, city, state, ZIP code)

The following are in the conditions indicated:

NOTE: "Defect" means a condition that would have a significant adverse effect on the value of the property, that would significantly impair the health or safety of future occupants of the property, or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

A. APPLIANCES	None/Not Included	Defective	Not Defective	Do Not Know
1. Built-in Vacuum System	X			
2. Clothes Dryer	X			
3. Clothes Washer	X			
4. Dishwasher	X			
5. Disposal	X			
6. Gas Grill	X			
7. Hood / Vent	X			
8. Microwave Oven	X			
9. Oven	X			
10. Range	X			
11. Refrigerator	X			
12. Free-Standing Freezer	X			
13. Room Air Conditioner(s)	X			
Window <input type="checkbox"/> Qty. _____ Wall <input type="checkbox"/> Qty. _____				
14. Trash Compactor	X			
15. TV Antenna / Dish	X			
16. Other:				

B. ELECTRICAL SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know
1. Air Purifier	X			
2. Burglar Alarm / Security System	X			
3. Ceiling Fan(s)	X			
4. Garage Door Opener / Controls	X			
5. Inside Telephone Wiring and Blocks / Jacks	X			
6. Intercom	X			
7. Light Fixtures	X			
8. Saus	X			
9. Smoke / Fire Alarm(s)	X			
10. Switches and Outlets	X			
11. Vent / Fan(s)	X			
12. 60 / 100 / 200 A Service (Circle one)	X			

C. WATER & SEWER SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know
1. Cistern				X
2. Septic Field / Bed				X
3. Hot Tub	X			
4. Swimming Pool / Related Systems	X			
5. Plumbing	X			X
6. Aerator System	X			
7. Sump Pump	X			
8. Irrigation Systems	X			
9. Water Heater - Gas / Electric / Solar (circle all that apply)	X			
10. Water Purifier	X			
11. Water Softener	X			
12. Well				X
13. Other Sewer System (Explain)				

	Yes	No	Do Not Know
14. Are the improvements connected to a public water system?		X	
15. Are the improvements connected to a public sewer system?		X	
16. Are the improvements connected to a private/community water system?		X	
17. Are the improvements connected to a private/community sewer system?		X	
18. Are there any additions to the structure(s) that may require improvements to the sewage disposal system?		X	
19. If yes, have the improvements been completed on the sewage disposal system?			

D. HEATING & COOLING SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know
1. Attic Fan	X			
2. Central Air Conditioning	X			
3. Hot Water Heat	X			
4. Furnace Heat - Gas / Electric / Oil (circle one)	X			X
5. Electric Heat	X			
6. Solar House-Heating	X			
7. Wood burning Stove	X			
8. Fireplace	X			
9. Fireplace Insert	X			
10. Air Cleaner	X			
11. Humidifier	X			
12. Propane Tank <u>WHITE RIVER COOP DWK</u>	X			
13. Geothermal	X			
14. Other Heating Source:				



E. ROOF	Yes	No	Do Not Know
1. Does the roof leak?			X
2. Is there present damage to the roof?			X
3. Is there present damage to the - Shingles / Rafters / Trusses?			X
4. Is there present damage to the sheathing?			X
5. Is there present damage to the flashing?			X
6. Is there more than one roof on the house? (layers of shingles) if so, how many? _____			X
7. Age of roof if known: _____ years			X
8. Age of shingles, if known: _____ years			X
9. Age of sheathing, if known: _____ years			X
10. Age of flashing, if known: _____ years			X

F. HAZARDOUS CONDITIONS	Yes	No	Do Not Know
1. Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation or PCB's? Explain:			X

G. OTHER DISCLOSURES	Yes	No	Do Not Know
1. Do improvements have aluminum wiring?			X
2. Are there any foundation problems with the improvements?			X
3. Are there any encroachments?			X
4. Are there any violations of zoning, building codes or restrictive covenants?			X
5. Is the present use a non-conforming use? Explain:			X
6. Are there any structural problems with the building?			X
7. Have you received any notices by any governmental or quasi-governmental agencies affecting this property?			X
8. Are there moisture and/or water problems in the basement, crawl space area or any other area?			X
9. Have any substantial additions or alterations been made without a required building permit?			X
10. Is there any damage due to wind, flood, termites or rodents?			X
11. Is there any damage due to moisture or drainage problems?			X
12. Have any improvements been treated for wood destroying insects?			X
13. Are the furnace / wood stove / chimney / flue all in working order?			X
14. Is the property in a flood plain?			X
15. Do you currently pay flood insurance?			X
16. Does the property contain underground storage tank(s)?			X
17. Is the home owner a licensed real estate salesperson or broker?			X
18. Is there any threatened or existing litigation regarding the property?			X
19. Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?			X
20. Is the property located within one (1) mile of an airport?			X

H. ADDITIONAL COMMENTS AND/OR EXPLANATIONS:
(Use additional pages if necessary)

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A DISCLOSURE FORM IS NOT A WARRANTY BY THE OWNER OR THE OWNER'S AGENT. IF ANY, AND THE DISCLOSURE FORM MAY NOT BE USED AS A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR OWNER MAY LATER OBTAIN. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below:

 
 REALTOR® Seller Date _____ Buyer Date _____
 Seller Date _____ Buyer Date _____

The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.

Signature of Seller	Date	Signature of Buyer	Date
Signature of Seller	Date	Signature of Buyer	Date

This is a suggested form of the Fort Wayne Area Association of REALTORS®, Huntington Board of REALTORS®, North Eastern Indiana and Adams-Jay-Wells Board of REALTORS®. This form has been created and printed exclusively for the use of REALTOR and non-resident members of FWAAR, HBOR, NEBOR and AJWBOR. Any use of this form by non-members of FWAAR, HBOR, NEBOR and AJWBOR is prohibited without the prior consent of FWAAR, HBOR, NEBOR and AJWBOR.
Rev. 11/02

RESIDENTIAL DISCLOSURE, TRACT 16

SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

TRACT 16
Date May 8, 2018
(month, day, year)

Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of the above date. The prospective buyer and the owner may wish to obtain professional advice or inspections of the property and provide for appropriate provisions in a contract between them concerning any advice, inspections, defects, or warranties obtained on the property. The representations in this form are the representations of the owner and are not the representations of the agent, if any. This information is for disclosure only and is not intended to be a part of any contract between the buyer and the owner. Indiana law (IC 24-4.6-2) generally requires sellers of 1-4 unit residential property to complete this form regarding the known physical condition of the property. An owner must complete and sign the disclosure form and submit the form to a prospective buyer before an offer is accepted for the sale of the real estate.

PROPERTY ADDRESS: 10312 Clark Ferry Lane, Shoals, IN
(number and street, city, state, ZIP code)

The following are in the conditions indicated:

NOTE: "Defect" means a condition that would have a significant adverse effect on the value of the property, that would significantly impair the health or safety of future occupants of the property, or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

A. APPLIANCES	None/Not Included	Defective	Not Defective	Do Not Know
1. Built-in Vacuum System	X			
2. Clothes Dryer	X			
3. Clothes Washer	X			
4. Dishwasher				X
5. Disposal	X			
6. Gas Grill	X			
7. Hood / Vent				X
8. Microwave Oven	X			
9. Oven	X			
10. Range	X			
11. Refrigerator	X			
12. Free-Standing Freezer	X			
13. Room Air Conditioner(s) (2)				X
Window <input checked="" type="checkbox"/> City <u>2</u> Wall <input type="checkbox"/> City				
14. Trash Compactor	X			
15. TV Antenna / Dish				X
16. Other:				

B. ELECTRICAL SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know
1. Air Purifier	X			
2. Burglar Alarm / Security System	X			
3. Ceiling Fan(s) (2)				X
4. Garage Door Opener / Controls	X			
5. Inside Telephone Wiring and Blocks / Jacks				X
6. Intercom	X			
7. Light Fixtures				X
8. Sauna	X			
9. Smoke / Fire Alarm(s)				X
10. Switches and Outlets				X
11. Vent / Fans				X
12. 60 (100/200 Amp Service (Circle one))				X

C. WATER & SEWER SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know
1. Cistern				X
2. Septic Field / Bed				X
3. Hot Tub	X			
4. Swimming Pool / Related Systems	X			
5. Plumbing				X
6. Aerator System	X			
7. Sump Pump	X			
8. Irrigation Systems	X			
9. Water Heater - Gas / Electric / Solar (circle all that apply)				X
10. Water Purifier	X			
11. Water Softener	X			
12. Well				X
13. Other Sewer System: (Explain)				

	Yes	No	Do Not Know
14. Are the improvements connected to a public water system?		X	
15. Are the improvements connected to a public sewer system?		X	
16. Are the improvements connected to a private/community water system?		X	
17. Are the improvements connected to a private/community sewer system?		X	
18. Are there any additions to the structure(s) that may require improvements to the sewage disposal system?			X
19. If yes, have the improvements been completed on the sewage disposal system?			

H. ADDITIONAL COMMENTS AND/OR EXPLANATIONS:

(Use additional pages if necessary)

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A DISCLOSURE FORM IS NOT A WARRANTY BY THE OWNER OR THE OWNER'S AGENT, IF ANY, AND THE DISCLOSURE FORM MAY NOT BE USED AS A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR OWNER MAY LATER OBTAIN. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

 Seller Date _____ Buyer Date _____
REALTOR® Seller Date _____ Buyer Date _____
REAL ESTATE OPPORTUNITY

The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.

Signature of Seller	Date	Signature of Buyer	Date
Signature of Seller	Date	Signature of Buyer	Date

D. HEATING & COOLING SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know
1. Attic Fan	X			
2. Central Air Conditioning	X			
3. Hot Water Heat	X			
4. Furnace Heat - Gas / Electric / Oil (circle one)				X
5. Electric Heat	X			
6. Solar House-Heating	X			
7. Wood burning Stove	X			
8. Fireplace				X
9. Fireplace Insert	X			
10. Air Cleaner	X			
11. Humidifier	X			
12. Propane Tank	X			
13. Geothermal	X			
14. Other Heating Source:				

E. ROOF	Yes	No	Do Not Know
1. Does the roof leak?			X
2. Is there present damage to the roof?			X
3. Is there present damage to the - Shingles / Rafters / Trusses?			X
4. Is there present damage to the sheathing?			X
5. Is there present damage to the flashing?			X
6. Is there more than one roof on the house? (layers of shingles) if so, how many? _____			X
7. Age of roof if known: _____ years			X
8. Age of shingles, if known: _____ years			X
9. Age of sheathing, if known: _____ years			X
10. Age of flashing, if known: _____ years			X

F. HAZARDOUS CONDITIONS	Yes	No	Do Not Know
1. Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation or PCB's? Explain:			X

G. OTHER DISCLOSURES	Yes	No	Do Not Know
1. Do improvements have aluminum wiring?			X
2. Are there any foundation problems with the improvements?			X
3. Are there any encroachments?			X
4. Are there any violations of zoning, building codes or restrictive covenants?			X
5. Is the present use a non-conforming use? Explain:			X
6. Are there any structural problems with the building?			X
7. Have you received any notices by any governmental or quasi-governmental agencies affecting this property?			X
8. Are there moisture and/or water problems in the basement, crawl space area or any other area?			X
9. Have any substantial additions or alterations been made without a required building permit?			X
10. Is there any damage due to wind, flood, termites or rodents?			X
11. Is there any damage due to moisture or drainage problems?			X
12. Have any improvements been treated for wood destroying insects?			X
13. Are the furnace / wood stove / chimney / flue all in working order?			X
14. Is the property in a flood plain?			X
15. Do you currently pay flood insurance?		X	
16. Does the property contain underground storage tank(s)?			X
17. Is the home owner a licensed real estate salesperson or broker?		X	
18. Is there any threatened or existing litigation regarding the property?		X	
19. Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?		X	
20. Is the property located within one (1) mile of an airport?			X

RESIDENTIAL DISCLOSURE, TRACT 17

SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

TRACT 17
Date May 8, 2018
(month, day, year)

Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of the above date. The prospective buyer and the owner may wish to obtain professional advice or inspections of the property and provide for appropriate provisions in a contract between them concerning any advice, inspections, defects, or warranties obtained on the property. The representations in this form are the representations of the owner and are not the representations of the agent, if any. This information is for disclosure only and is not intended to be a part of any contract between the buyer and the owner. Indiana law (IC 24-4.6-2) generally requires sellers of 1-4 unit residential property to complete this form regarding the known physical condition of the property. An owner must complete and sign the disclosure form and submit the form to a prospective buyer before an offer is accepted for the sale of the real estate.

PROPERTY ADDRESS: 10047 Clarks Ferry Lane, Shoals, IN
(number and street, city, state, ZIP code)

The following are in the conditions indicated:

NOTE: "Defect" means a condition that would have a significant adverse effect on the value of the property, that would significantly impair the health or safety of future occupants of the property, or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

A. APPLIANCES	None/Not Included	Defective	Not Defective	Do Not Know
1. Built-in Vacuum System	X			
2. Clothes Dryer	X			
3. Clothes Washer	X			
4. Dishwasher	X			
5. Disposal	X			
6. Gas Grill	X			
7. Hood / Vent	X			
8. Microwave Oven	X			
9. Oven	X			
10. Range	X			
11. Refrigerator	X			
12. Free-Standing Freezer	X			
13. Room Air Conditioner(s)	X			
Window <input type="checkbox"/> Qty _____ Wall <input type="checkbox"/> Qty _____				
14. Trash Compactor	X			
15. TV Antenna / Dish	X			
16. Other:				

B. ELECTRICAL SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know
1. Air Purifier	X			
2. Burglar Alarm / Security System	X			
3. Ceiling Fan(s)	X			
4. Garage Door Opener / Controls	X			
5. Inside Telephone Wiring and Blocks / Jacks				X
6. Intercom	X			
7. Light Fixtures				X
8. Sauna	X			
9. Smoke / Fire Alarms	X			
10. Switches and Outlets				X
11. Vent / Fans	X			
12. 60 / 100 / 200 Amp Service (Circle one)				X

C. WATER & SEWER SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know
1. Cistern				X
2. Septic Field / Bed				X
3. Hot Tub	X			
4. Swimming Pool / Related Systems	X			
5. Plumbing				X
6. Aerator System	X			
7. Sump Pump				X
8. Irrigation Systems	X			
9. Water Heater (Gas / Electric / Solar (circle all that apply))	X			X
10. Water Purifier	X			
11. Water Softener	X			
12. Well				X
13. Other Sewer System: (Explain)				

	Yes	No	Do Not Know
14. Are the improvements connected to a public water system?	X		
15. Are the improvements connected to a public sewer system?	X		
16. Are the improvements connected to a private/community water system?	X		
17. Are the improvements connected to a private/community sewer system?	X		
18. Are there any additions to the structure(s) that may require improvements to the sewage disposal system?	X		
19. If yes, have the improvements been completed on the sewage disposal system?			

D. HEATING & COOLING SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know
1. Attic Fan	X			
2. Central Air Conditioning				X
3. Hot Water Heat	X			
4. Furnace Heat (Gas / Electric / Oil (circle one)) (2)	X			X
5. Electric Heat	X			
6. Solar House-Heating	X			
7. Wood burning stove - <u>burner</u>				X
8. Fireplace				X
9. Fireplace Insert	X			
10. Air Cleaner	X			
11. Humidifier	X			
12. Propane Tank <u>1,000 lbs</u>				X
13. Geothermal	X			
14. Other Heating Source:				



E. ROOF	Yes	No	Do Not Know
1. Does the roof leak?			X
2. Is there present damage to the roof?			X
3. Is there present damage to the - Shingles / Rafters / Trusses?			X
4. Is there present damage to the sheathing?			X
5. Is there present damage to the flashing?			X
6. Is there more than one roof on the house? (layers of shingles) If so, how many? _____			X
7. Age of roof if known: _____ years			X
8. Age of shingles, if known: _____ years			X
9. Age of sheathing, if known: _____ years			X
10. Age of flashing, if known: _____ years			X

F. HAZARDOUS CONDITIONS	Yes	No	Do Not Know
1. Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineral, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation or PCBs? Explain:			X

G. OTHER DISCLOSURES	Yes	No	Do Not Know
1. Do improvements have aluminum wiring?			X
2. Are there any foundation problems with the improvements?			X
3. Are there any encroachments?			X
4. Are there any violations of zoning, building codes or restrictive covenants?			X
5. Is the present use a non-conforming use? Explain:			X
6. Are there any structural problems with the building?			X
7. Have you received any notices by any governmental or quasi-governmental agencies affecting the property?			X
8. Are there moisture and/or water problems in the basement, crawl space area or any other area?			X
9. Have any substantial additions or alterations been made without a required building permit?			X
10. Is there any damage due to wind, flood, termites or rodents?			X
11. Is there any damage due to moisture or drainage problems?			X
12. Have any improvements been treated for wood destroying insects?			X
13. Are the furnace / wood stove / chimney / flue all in working order?			X
14. Is the property in a flood plain?			X
15. Do you currently pay flood insurance?			X
16. Does the property contain underground storage tank(s)?			X
17. Is the home owner a licensed real estate salesperson or broker?			X
18. Is there any threatened or existing litigation regarding the property?			X
19. Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?			X
20. Is the property located within one (1) mile of an airport?			X

H. ADDITIONAL COMMENTS AND/OR EXPLANATIONS:
(Use additional pages if necessary)

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A DISCLOSURE FORM IS NOT A WARRANTY BY THE OWNER OR THE OWNER'S AGENT. IF ANY, AND THE DISCLOSURE FORM MAY NOT BE USED AS A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR OWNER MAY LATER OBTAIN. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below:

 Seller [Signature] Date _____
Buyer  Date _____

The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.

Signature of Seller	Date	Signature of Buyer	Date
Signature of Seller	Date	Signature of Buyer	Date

This is a suggested form of the Fort Wayne Area Association of REALTORS®, Huntington Board of REALTORS®, North Eastern Indiana and Adams-Jay-Wells Board of REALTORS®. This form has been created and printed exclusively for the use of REALTOR and non-resident members of FWAAR, HBOR, NEBOR and AJWBOR. Any use of this form by non-members of FWAAR, HBOR, NEBOR and AJWBOR is prohibited without the prior consent of FWAAR, HBOR, NEBOR and AJWBOR. Rev. 11/02

TRACT 17

10047 Clarks Ferry Lane, Shoals, IN

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) Purchaser has received copies of all information listed above.

(d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) KRJ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>[Signature]</u> Seller	_____ Date	_____ Seller	_____ Date
<u>[Signature]</u> Purchaser	_____ Date	_____ Purchaser	_____ Date
<u>[Signature]</u> Agent	_____ Date	_____ Agent	_____ Date



TITLE WORK



ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



Commitment Number:

CTIN1808799

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I-Requirements have not been met within ninety (90) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

[Signature]

President

Attest:

[Signature]

Secretary

Countersigned By:

[Signature]

Authorized Officer or Agent



Issued Date: May 12, 2018

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. CTIN1808799

Transaction Identification Data for reference only:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Company, LLC 135 N. Pennsylvania St., Suite 1575B Indianapolis, IN 46204 Main Phone: (317)684-3800	Chicago Title Company, LLC 135 N. Pennsylvania St., Suite 1575B Indianapolis, IN 46204 Main Phone: (317)684-3800 Main Fax: (317)684-3921

Order Number: CTIN1808799

Property Address: APN/Parcel ID(s) 51-05-20-400-007.000-006, 51-05-20-400-008.000-006, 51-05-21-200-001.000-006, 51-05-21-400-012.000-006, 51-05-20-400-006.000-006, 51-05-20-100-003.000-006, 51-05-20-100-002.000-006, 51-05-17-400-017.001-006, 51-05-20-400-012.000-006, 51-05-28-200-001.004-006, 51-05-21-300-011.000-006, 51-05-34-500-002.000-006, 51-05-34-100-003.000-006, 51-05-27-300-008.000-006, 51-05-27-400-009.000-006, 51-05-27-400-010.000-006, 51-05-27-400-011.000-006, 51-05-27-400-013.000-006, 51-05-27-300-016.000-006, 51-05-27-300-017.000-006, 51-05-22-300-032.002-006, 51-05-22-300-032.004-006, 51-05-22-300-032.001-006, 51-05-20-300-013.000-006, 51-05-20-300-014.000-006, 51-05-20-300-015.000-006, 51-05-19-400-015.000-006, 51-05-20-300-009.000-006, 51-05-22-300-032.003-006, 51-05-27-300-014.000-006 and 51-05-20-300-004.000-006 as well as Tax/Map ID(s)

SCHEDULE A

1. Commitment Date: May 3, 2018 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2006
 Proposed Insured: DMI Martin County Farms, LLC, or designee
 Proposed Policy Amount: \$100,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:
 Fee Simple
4. Title to the estate or interest in the Land is at the Commitment Date vested in:
 DMI Martin County Farms, LLC, an Indiana limited liability company
5. The Land is described as follows:
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 51-05-20-400-007.000-006, 51-05-20-400-008.000-006,
 51-05-21-200-001.000-006, 51-05-21-400-012.000-006,
 51-05-20-400-006.000-006, 51-05-20-100-003.000-006,
 51-05-20-100-002.000-006, 51-05-17-400-017.001-006,
 51-05-20-400-012.000-006, 51-05-28-200-001.004-006,
 51-05-21-300-011.000-006, 51-05-34-500-002.000-006,
 51-05-34-100-003.000-006, 51-05-27-300-008.000-006,
 51-05-27-400-009.000-006, 51-05-27-400-010.000-006,
 51-05-27-400-011.000-006, 51-05-27-400-013.000-006,
 51-05-27-300-016.000-006, 51-05-27-300-017.000-006,
 51-05-22-300-032.002-006, 51-05-22-300-032.004-006,
 51-05-22-300-032.001-006, 51-05-20-300-013.000-006,
 51-05-20-300-014.000-006, 51-05-20-300-015.000-006,
 51-05-19-400-015.000-006, 51-05-20-300-009.000-006,
 51-05-22-300-032.003-006, 51-05-27-300-014.000-006 and
 51-05-20-300-004.000-006

PARCEL 1:

A part of the Northwest Quarter of Section 28, a part of the East Half of Section 20, a part of Section 21 and a part of the Southeast Quarter of the Southeast Quarter of Section 17, all in Township 4 North, Range 3 West, situated in Mitcheltree Township, Martin County, Indiana, as shown on a Plat of Survey by A to B Surveying, LLC, dated January 30, 2009 and being more particularly described as follows:

Beginning at a eight inch by twelve inch stone with carved "x" found exposed eight inches marking the center quarter corner of said Section 21; thence along the North line of the Southeast Quarter of said section, South 88 degrees 57 minutes 23 seconds East, 2673.91 feet to a 5/8 inch iron pin bearing a plastic cap inscribed "Johnson 20000002", hereon called an "iron monument" marking the East Quarter corner of said section; thence along the East line of said Southeast Quarter, South 00 degrees 03 minutes 19 seconds East, 1322.64 feet to a 1/2 inch iron pipe bearing a plastic cap inscribed "Prall LS 10284" found flush marking the Southeast corner of the North Half of the Southeast Quarter of said section; thence along the South line of said North Half, North 88 degrees 51 minutes 36 seconds West, 2665.21 feet to an "iron monument" marking the Southwest corner of said North Half; thence along the West line of aforesaid Southeast Quarter, South 00 degrees 26 minutes 14 seconds East, 1318.36 feet to an "iron monument" marking the South Quarter corner of Section 21; thence along the East line of the Northwest Quarter of Section 28, South 00 degrees 50 minutes 41 seconds East, 1095.72 feet to an "iron monument" on the North right of way of State Road 450; thence along said North right of way the following courses and distances: South 87 degrees 11 minutes 18 seconds West, 77.85 feet; North 67 degrees 37 minutes 08 seconds West, 463.52 feet; South 72 degrees 26 minutes 08 seconds West, 495.20 feet; South 88 degrees 51 minutes 28 seconds West, 450.00 feet to a five inch by five inch concrete right of way marker; thence leaving said right of way, North 00 degrees 38 minutes 13 seconds West, 1927.87 feet to an "iron monument"; thence North 88 degrees 45 minutes 14 seconds West, 1089.62 feet to the

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

AMERICAN
LAND TITLE
ASSOCIATION

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT "A"

Legal Description

centerline of Indian Creek (witness an "iron monument", South 88 degrees 45 minutes 14 seconds East, 60.00 feet); thence along said centerline the following courses and distances: South 18 degrees 26 minutes 14 seconds West, 197.92 feet; South 20 degrees 50 minutes 23 seconds West, 332.71 feet; South 19 degrees 27 minutes 30 seconds West, 333.99 feet to the South line of Section 20 (witness an "iron monument", South 89 degrees 34 minutes 49 seconds West, 60.00 feet); thence leaving aforesaid centerline and along the South line of Section 20, South 89 degrees 34 minutes 49 seconds West, 826.35 feet to an "iron monument" marking the Southeast corner of a one acre cemetery tract described in Deed Record 37, page 141 in the Office of the Recorder of Martin County, Indiana; thence North 05 degrees 04 minutes 57 seconds East, 157.41 feet to an "iron monument" marking the Northeast corner of said one acre tract; thence North 89 degrees 51 minutes 44 seconds West, 329.15 feet to the Northwest corner of said one acre tract and being in the centerline of County Road 125 (witness an "iron monument", South 89 degrees 51 minutes 44 seconds East, 25.00 feet); thence along said centerline the following courses and distances: North 13 degrees 39 minutes 26 seconds East, 64.36 feet; North 23 degrees 50 minutes 45 seconds East, 209.48 feet; North 12 degrees 06 minutes 08 seconds East, 238.83 feet; North 03 degrees 55 minutes 36 seconds West, 88.42 feet; North 10 degrees 20 minutes 02 seconds West, 133.64 feet; North 06 degrees 09 minutes 11 seconds West, 131.74 feet; North 00 degrees 06 minutes 22 seconds East, 222.06 feet; North 05 degrees 18 minutes 26 seconds West, 102.29 feet to the South line of the Northeast Quarter of the Southeast Quarter of Section 20 (witness an "iron monument", South 89 degrees 43 minutes 36 seconds West, 25.00 feet); thence leaving said centerline and along the South line of said quarter-quarter, South 89 degrees 43 minutes 36 seconds West, 123.78 feet to an "iron monument" marking the Southeast corner of the Northwest Quarter of the Southeast Quarter of Section 20; thence along the South line of said quarter-quarter, South 89 degrees 43 minutes 36 seconds West, 1322.61 feet to an "iron monument" marking the Southwest corner of said quarter-quarter; thence along the West line of said quarter-quarter, North 00 degrees 01 minutes 42 seconds West, 1325.43 feet to a five inch by six inch stone with carved "x" marking the Northwest corner of said quarter-quarter; thence along the North line of said quarter-quarter, South 89 degrees 33 minutes 31 seconds East, 1318.58 feet to a four inch by eight inch stone with carved "x" found marking the Northeast corner of said quarter-quarter; thence along the North line of the Northeast Quarter of the Southeast Quarter of Section 20, North 89 degrees 18 minutes 02 seconds East, 1096.03 feet to an "iron monument" on the Easterly right of way of the abandoned Southern Indiana Railroad; thence along said right of way in a non-tangent curve to the left with an arc length of 520.20 feet, a radius of 1030.37 feet, and a long chord bearing and distance of North 28 degrees 08 minutes 53 seconds West, 514.69 feet; thence continuing along said right of way, North 42 degrees 36 minutes 41 seconds West, 240.09 feet to the centerline of Sulphur Creek; thence along said centerline the following courses and distances: North 11 degrees 00 minutes 10 seconds West, 32.37 feet; North 30 degrees 31 minutes 20 seconds East, 61.06 feet; North 73 degrees 26 minutes 54 seconds East, 121.45 feet; North 19 degrees 26 minutes 04 seconds East, 76.21 feet; North 40 degrees 42 minutes 38 seconds West, 61.03 feet; North 87 degrees 54 minutes 19 seconds West, 55.17 feet; North 51 degrees 34 minutes 36 seconds West, 24.57 feet; North 12 degrees 33 minutes 47 seconds West, 43.59 feet; North 03 degrees 46 minutes 47 seconds East, 78.56 feet; North 57 degrees 10 minutes 20 seconds West, 101.54 feet; North 58 degrees 18 minutes 28 seconds West, 129.77 feet; North 15 degrees 12 minutes 28 seconds West, 42.76 feet; North 06 degrees 03 minutes 11 seconds East, 36.15 feet; North 46 degrees 58 minutes 55 seconds East, 29.06 feet; North 87 degrees 34 minutes 41 seconds East, 43.16 feet; North 55 degrees 05 minutes 40 seconds East, 60.55 feet; North 32 degrees 47 minutes

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT "A"

Legal Description

00 seconds East, 40.22 feet; North 01 degrees 01 minutes 53 seconds East, 45.87 feet; North 59 degrees 10 minutes 31 seconds West, 102.30 feet; North 71 degrees 05 minutes 42 seconds West, 41.14 feet; North 54 degrees 46 minutes 20 seconds West, 47.85 feet; North 24 degrees 53 minutes 23 seconds West, 98.65 feet; North 28 degrees 39 minutes 09 seconds West, 74.24 feet; North 00 degrees 34 minutes 10 seconds East, 80.68 feet; North 30 degrees 32 minutes 38 seconds East, 93.23 feet; North 10 degrees 22 minutes 23 seconds East, 71.27 feet; North 20 degrees 21 minutes 20 seconds West, 56.59 feet; North 87 degrees 31 minutes 58 seconds West, 66.83 feet; South 84 degrees 36 minutes 31 seconds West, 44.61 feet; North 77 degrees 10 minutes 55 seconds West, 64.20 feet; North 42 degrees 38 minutes 40 seconds West, 88.51 feet; North 26 degrees 58 minutes 30 seconds West, 56.83 feet; North 01 degrees 05 minutes 34 seconds East, 103.21 feet; North 18 degrees 58 minutes 01 seconds East, 145.60 feet; North 01 degrees 23 minutes 44 seconds East, 96.77 feet; North 45 degrees 02 minutes 36 seconds West, 70.79 feet; North 76 degrees 26 minutes 57 seconds West, 89.77 feet; North 59 degrees 48 minutes 06 seconds West, 53.36 feet; North 50 degrees 28 minutes 10 seconds West, 125.19 feet to the West line of the East Half of the Northeast Quarter of Section 20; thence leaving aforesaid centerline and along said West line, North 00 degrees 23 minutes 35 seconds West, 91.95 feet to a six inch by six inch stone with carved "x" found marking the Northwest corner of said East Half; thence along the West line of the Southeast Quarter of the Southeast Quarter of Section 17, North 00 degrees 34 minutes 54 seconds East, 227.52 feet to the centerline of County Road 115; thence along said centerline the following courses and distances: North 78 degrees 21 minutes 44 seconds East, 134.63 feet; along a non-tangent curve to the right with an arc length of 159.96 feet, a radius of 497.36 feet and a long chord bearing and distance of South 87 degrees 44 minutes 05 seconds East, 159.27 feet; along a non-tangent curve to the right with an arc length of 297.18 feet, a radius of 1789.29 feet and a long chord bearing and distance of South 73 degrees 54 minutes 55 seconds East, 296.83 feet; South 62 degrees 40 minutes 50 seconds East, 135.03 feet; South 66 degrees 43 minutes 42 seconds East, 121.99 feet; along a non-tangent curve to the left with an arc length of 242.47 feet, a radius of 660.03 feet and a long chord bearing and distance of South 78 degrees 15 minutes 28 seconds East, 241.11 feet; South 87 degrees 56 minutes 28 seconds East, 281.27 feet to an "iron monument" marking the Northeast corner of Section 20; South 88 degrees 54 minutes 53 seconds East, 672.07 feet; along a non-tangent curve to the right with an arc length of 121.73 feet, a radius of 296.14 feet and a long chord bearing and distance of South 72 degrees 23 minutes 56 seconds East, 120.88 feet; along a non-tangent curve to the right with an arc length of 87.66 feet, a radius of 88.97 feet and a long chord bearing and distance of South 34 degrees 49 minutes 57 seconds East, 84.16 feet; along a non-tangent curve to the left with an arc length of 132.32 feet, a radius of 319.18 feet and a long chord bearing and distance of South 11 degrees 59 minutes 32 seconds East, 131.38 feet; South 33 degrees 37 minutes 11 seconds East, 341.35 feet; South 37 degrees 09 minutes 22 seconds East, 144.53 feet; South 39 degrees 59 minutes 06 seconds East, 91.84 feet (witness an "iron monument", South 00 degrees 09 minutes 36 seconds West, 35.00 feet); thence leaving said centerline, South 00 degrees 09 minutes 36 seconds West, 610.04 feet to an "iron monument" on the South line of the Northwest Quarter of the Northwest Quarter of Section 21; thence along the South line of said quarter-quarter, South 88 degrees 49 minutes 57 seconds East, 132.00 feet to an "iron monument" marking the Southeast corner of said quarter-quarter; thence North 00 degrees 09 minutes 36 seconds East, 132.00 feet to an "iron monument"; thence South 88 degrees 49 minutes 53 seconds East, 1323.42 feet to an "iron monument" on the East line of the Northwest Quarter of Section 21; thence along said East line, South 00 degrees 16 minutes 26 seconds East, 1438.28 feet to the Point of Beginning. Containing

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT "A"

Legal Description

528.92 acres, more or less.

ALSO, a strip of land 150 feet wide across the Northeast Quarter of Section 20, Township 4 North, Range 3 West, containing about 9.974 acres (9.74 acres this survey); said strip having been conveyed by Samuel Mercer to The Southern Indiana Railway Company by Deed dated May 11, 1905, and recorded in Deed Record 53, page 190 in the Office of the Recorder of Martin County, Indiana.

CONTAINING IN ALL 538.66 ACRES, MORE OR LESS.

PARCEL 2:

A part of the South Half Section 27, and a part of the North Half Section 34, all in Township 4 North, Range 3 West, situated in Mitcheltree Township, Martin County, Indiana, as shown on a plat of survey by A to B Surveying, LLC, dated February 07, 2012 and being more particularly described as follows:

Commencing at a 5/8 inch iron pin bearing a plastic cap inscribed "Johnson 20000002", hereon called an "iron monument", marking the Southwest corner of said Section 27; thence along the South line of said section, North 89 degrees 46 minutes 56 seconds East, 1238.10 feet to an "iron monument" marking the POINT OF BEGINNING; thence continuing along said South line, North 89 degrees 46 minutes 56 seconds East, 92.66 feet to an "iron monument" at the Southwest corner of the East Half of the Southwest Quarter of said Section 27; thence along the West line of said East Half, North 00 degrees 11 minutes 03 seconds West, 162.23 feet to an "iron monument" in the centerline of Clarks Ferry Lane; thence along said centerline, South 88 degrees 47 minutes 20 seconds East, 70.67 feet to an "iron monument"; thence North 00 degrees 00 minutes 03 seconds West, 327.47 feet to an "iron monument"; thence North 75 degrees 32 minutes 37 seconds West, 74.11 feet to an "iron monument" on the West line of aforesaid East Half; thence along said West line, North 00 degrees 11 minutes 03 seconds West, 212.62 feet to six inch by eight inch stone marking the Northwest corner of said East Half; thence along the North line of the South Half of said Section 27, North 89 degrees 55 minutes 38 seconds East, 3988.62 feet to an "iron monument" marking the Northeast corner of the South Half of said section; thence along the East line of said South Half, South 00 degrees 16 minutes 00 seconds East, 2012.67 feet to the top right bank of the East Fork of White River (witness an "iron monument", North 00 degrees 16 minutes 00 seconds West, 50.00 feet); thence along the surveyed meanders of said top right bank the following courses and distances: South 39 degrees 27 minutes 25 seconds West, 309.06 feet; South 30 degrees 49 seconds 06 seconds West, 188.27 feet; South 52 degrees 52 minutes 27 seconds West, 149.14 feet; South 65 degrees 38 minutes 57 seconds West, 113.49 feet; South 72 degrees 49 minutes 06 seconds West, 210.45 feet; South 73 degrees 05 minutes 26 seconds West, 241.56 feet; South 77 degrees 20 minutes 31 seconds West, 272.37 feet; South 70 degrees 49 minutes 49 seconds West, 254.53 feet; South 64 degrees 45 minutes 40 seconds West, 353.20 feet; South 70 degrees 38 minutes 34 seconds West, 633.40 feet; South 65 degrees 57 minutes 06 seconds West, 367.68 feet; South 61 degrees 20 minutes 19 seconds West, 349.45 feet; South 58 degrees 47 minutes 12 seconds West, 399.37 feet; South 56 degrees 40 minutes 03 seconds West, 732.91 feet; South 48 degrees 22 minutes 04 seconds West, 146.31 feet (witness an "iron monument", North 00 degrees 13 minutes 04 seconds West, 50.00 feet); thence leaving said top right bank and proceeding, North 00 degrees 13 minutes 04 seconds West,

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT "A"

Legal Description

1585.61 feet to the Point of Beginning. Containing 285.96 acres, more or less.

PARCEL 3:

TRACT I:

A part of the Southwest Quarter of Section 22, Township 4 North, Range 3 West, Martin County, Indiana, and being more particularly described as follows:

Commencing at a stone at the Southeast corner of said Quarter; thence with the South line of said Quarter North 90 degrees 00 minutes 00 seconds West (assumed bearing) 955.56 feet to a T-Post being the true point of beginning; thence continuing along said South line North 90 degrees 00 minutes 00 seconds West a distance of 380.56 feet to a T-Post; thence leaving said South line North 01 degree 04 minutes 15 seconds East a distance of 875.00 feet to a T-Post; thence South 89 degrees 59 minutes 09 seconds East a distance of 100.00 feet to a T-Post; thence North 01 degree 04 minutes 15 seconds East a distance of 777.58 feet to a T-Post; thence South 89 degrees 58 minutes 57 seconds East a distance of 280.52 feet to a T-Post; thence South 01 degree 04 minutes 10 seconds West a distance of 1,652.47 feet to the Point of Beginning. Containing 12.65 acres, more or less.

ALSO: A part of the Southwest Quarter of Section 22, Township 4 North, Range 3 West, Martin County, Indiana, and being more particularly described as follows:

Commencing at a stone at the Southeast corner of said Quarter; thence with the South line of said Quarter North 90 degrees 00 minutes 00 seconds West (assumed bearing) 575.00 feet to a T-Post being the true point of beginning; thence continuing along said South line North 90 degrees 00 minutes 00 seconds West a distance of 380.56 feet to a T-Post; thence leaving said South line North 01 degree 04 minutes 10 seconds East a distance of 1,652.47 feet to a T-Post; thence South 89 degrees 58 minutes 57 seconds East a distance of 380.52 feet to a T-Post; thence South 01 degree 04 minutes 05 seconds West a distance of 1,652.35 feet to the Point of Beginning. Containing 14.43 acres, more or less.

ALSO: A part of the Southwest Quarter of Section 22, Township 4 North, Range 3 West, Martin County, Indiana, and being more particularly described as follows:

Beginning at a stone at the Southeast corner of said Quarter; thence with the South line of said Quarter North 90 degrees 00 minutes 00 seconds West (assumed bearing) a distance of 575.00 feet to a T-Post; thence leaving said South line North 01 degree 04 minutes 05 seconds East a distance of 1,652.35 feet to a T-Post; thence South 89 degrees 58 minutes 57 seconds East a distance of 575.00 feet to the East line of said Quarter marked with a T-Post; thence with said East line South 01 degree 04 minutes 05 seconds West a distance of 1,652.18 feet to the Point of Beginning. Containing 21.81 acres, more or less.

ALSO: A part of the Southwest Quarter of Section 22, Township 4 North, Range 3 West, Martin County, Indiana, and being more particularly described as follows:

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT "A"

Legal Description

Commencing at a stone at the Southeast corner of said Quarter; thence with the South line of said Quarter North 90 degrees 00 minutes 00 seconds West (assumed bearing), 1,336.12 feet to a T-Post; thence leaving said South line North 01 degree 04 minutes 15 seconds East a distance of 538.95 feet to a T-Post being the true point of beginning; thence North 74 degrees 02 minutes 26 seconds West a distance of 612.90 feet to the Easterly right-of-way of State Road #450; thence with said right-of-way North 27 degrees 18 minutes 31 seconds East a distance of 53.16 feet to a concrete right-of-way monument; thence continuing along said right-of-way North 22 degrees 59 minutes 00 seconds East a distance of 256.33 feet to a concrete right-of-way monument; thence continuing along said right-of-way North 04 degrees 09 minutes 50 seconds East a distance of 283.55 feet to a concrete right-of-way monument; thence leaving said right-of-way South 77 degrees 32 minutes 26 seconds East a distance of 569.04 feet to a T-Post; thence South 01 degree 04 minutes 15 seconds West a distance of 275.85 feet to a T-Post; thence North 89 degrees 59 minutes 09 seconds West a distance of 100.00 feet to a T-Post; thence South 01 degree 04 minutes 15 seconds West a distance of 336.05 feet to the Point of Beginning. Containing 7.75 acres, more or less.

TRACT II:

A part of the Southwest Quarter of Section 22, Township 4 North, Range 3 West, Martin County, Indiana, and being more particularly described as follows:

Commencing at a stone at the Southeast corner of said Quarter; thence with the South line of said Quarter North 90 degrees 00 minutes 00 seconds West (assumed bearing) 1,336.12 feet to a T-Post being the true point of beginning; thence continuing along said South line 90 degrees 00 minutes 00 seconds West a distance of 625.19 feet to the Easterly right-of-way of S.R. #450; thence leaving said South line and with said right-of-way North 03 degrees 54 minutes 41 seconds East a distance of 130.52 feet to a concrete right-of-way monument; thence continuing along said right-of-way North 43 degrees 27 minutes 58 seconds East a distance of 65.98 feet to a concrete right-of-way monument; thence continuing along said right-of-way North 14 degrees 54 minutes 46 seconds East a distance of 91.35 feet; thence continuing along said right-of-way North 11 degrees 14 minutes 18 seconds West a distance of 265.88 feet to a concrete right-of-way monument; thence continuing along said right-of-way North 02 degrees 23 minutes 08 seconds East a distance of 154.03 feet to a concrete right-of-way monument; thence continuing along said right-of-way North 27 degrees 18 minutes 31 seconds East a distance of 29.63 feet; thence leaving said right-of-way South 74 degrees 02 minutes 26 seconds East a distance of 612.90 feet to a T-Post; thence South 01 degree 04 minutes 15 seconds West a distance of 538.95 feet to the Point of Beginning, containing 8.49 acres, more or less.

PARCEL 4:

Tract 1:

A part of the Southwest Quarter of Section 20, Township 4 North, Range 3 West, Martin County, Indiana, described as follows:

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT "A"

Legal Description

Commencing at the Northwest corner of said Quarter Section; thence South 106.75 rods; thence East along a fence, 85 rods more or less to the Westerly side of the Indian Springs-Shoals Road thence Northeasterly with said road, 467 feet to the true point of beginning for the property herein described; thence North 61 degrees 40 minutes West 310.9 feet; thence North 21 degrees 30 minutes East 386.7 feet; thence South 68 degrees 30 minutes East 308.7 feet to the Westerly side of said road; thence South 21 degrees 30 minutes West 423.7 feet to the true Point of Beginning.

EXCEPT THEREFROM; a part of the Southwest Quarter of Section 20, Township 4 North, range 3 West, Martin County, Indiana, described as follows:

Commencing at the Northwest corner of said Quarter Section; thence South 106.75 rods; thence East along a fence 85 rods more or less to the west side of the Indian Springs-Shoals Road; thence northeasterly with said road, 522 feet to a wood stake and the true point of beginning for the property herein described; thence North 86.5 degrees west 208.7 feet to a wood stake; thence North 21.5 degrees east 208.7 feet to a wood stake; thence south 68.5 degrees east 208.7 feet to a wood stake on the west side of said road; thence south 21.5 degrees 208.7 feet to the true Point of Beginning.

Tract 2:

A part of the Southwest Quarter of Section 20, Township 4 North, range 3 West, Martin County, Indiana, described as follows:

Commencing at the Northwest corner of said Quarter Section; thence South 106.75 rods; thence East along a fence 85 rods more or less to the west side of the Indian Springs-Shoals Road; thence northeasterly with said road, 522 feet to a wood stake and the true point of beginning for the property herein described; thence North 86.5 degrees west 208.7 feet to a wood stake; thence North 21.5 degrees east 208.7 feet to a wood stake; thence south 68.5 degrees east 208.7 feet to a wood stake on the west side of said road; thence south 21.5 degrees 208.7 feet to the true Point of Beginning.

PARCEL 5:

The South part of the Southwest Quarter of the Southwest Quarter of Section 20, Township Four (4) North, Range Three (3) West, described as follows:

Beginning at the southwest corner of said Section 20 and running thence North 53 and 1/4 rods; thence East 80 rods; thence south to the road known as the Indian Springs and Shoals Road; thence along this road to its intersection or section line, thence West to the Place of Beginning, containing 25 acres, more or less.

Also, the Southeast part of the Southeast Quarter of the Southeast Quarter of Section 19, Township 4

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT "A"

Legal Description

North, Range 3 West, beginning at the Southeast corner of said Section 19; thence North 53 degrees and 1/4 rods; thence West 40 rods; thence South 31 rods to the public road; thence in an Easterly direction over and along said road to the place of beginning, said tract to contain ten (10) acres, more or less.

PARCEL 6:

A part of the Southwest quarter of Section 20, Township 4 North, Range 3 West, described as follows:

Beginning at the Northwest corner of said quarter section, running thence South 106.75 rods; thence East 85 rods, more or less to the public road known as the Indian Spring-Shoals Road as the True Point of Beginning; thence West 274 feet; thence North 09 degrees East 281 feet; thence South 76 degrees 30 minutes East 324.3 feet to the Indian Springs and Shoals Road; thence along said road South 22 degrees 55 minutes West 219.1 feet to the Place of Beginning.

PARCEL 7:

A part of the Southwest Quarter of Section 22, Township 4 North, Range 3 West, Martin County, Indiana, and being more particularly described as follows: Commencing at a stone at the Southeast corner of said quarter; thence with the East line of said quarter North 01 degree 04 minutes 05 seconds East (assumed bearing) a distance of 1,652.18 feet to a T-Post; thence leaving said East line North 89 degrees 58 minutes 57 seconds West a distance of 1,236.04 feet to a T-Post; thence North 01 degree 04 minutes 15 seconds East a distance of 201.96 feet to a T-Post being the true point of beginning; thence North 76 degrees 45 minutes 20 seconds West a distance of 462.29 feet to the Easterly right-of-way of S.R. #450; thence with said right-of-way, with a curve turning to the left with an arc length of 133.33 feet, with a radius of 656.62 feet, with a chord bearing of North 03 degrees 26 minutes 32 seconds West, with a chord length of 133.10 feet; thence continuing along said right-of-way North 09 degrees 10 minutes 55 seconds West a distance of 141.20 feet, thence continuing along said right-of-way, with a curve turning right with an arc length of 131.76 feet, with a radius of 471.64 feet, with a chord bearing of North 01 degree 18 minutes 51 seconds West, with a chord length of 131.33 feet; thence leaving said right-of-way south 89 degrees 15 minutes 40 seconds East a distance of 492.96 feet to a T-Post; thence South 01 degree 04 minutes 15 seconds West a distance of 503.19 feet to the Point of Beginning, containing 4.91 acres, more or less.

Subject to two 40 feet wide road easements being more particularly described as follows: Commencing at the Southwest corner of the Tract of land described above, thence with the West line of said Tract 58.4 feet to the centerline of a 40 feet wide road easement being the point of beginning, thence leaving the West line of said Tract South 46 degrees 08 minutes 59 seconds East a distance of 111.54 feet to the South line of said Tract.

Commencing at the Southwest corner of the Tract of land described above, thence with the West line of said Tract 58.4 feet to the centerline of a 40 feet wide road easement being the point of beginning; thence leaving the West line of said Tract South 46 degrees 08 minutes 59 seconds East a distance of 71.62 feet; thence South 01 degrees 35 minutes 55 seconds West a distance of 20.75 feet to the South line of said Tract.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT "A"

Legal Description

A part of the Southwest Quarter of Section 22, Township 4 North, Range 3 West, Martin County, Indiana, and being more particularly described as follows: Commencing at a stone at the Southeast corner of said quarter; thence with the East line of said quarter North 01 degree 04 minutes 05 seconds East (assumed bearing) a distance of 1,652.18 feet to a T-Post; thence leaving said East line North 89 degrees 58 minutes 57 seconds West a distance 1,236.04 feet to a T-Post being the true point of beginning; thence South 01 degree 04 minutes 15 seconds West a distance of 170.99 feet to a T-Post; thence North 75 degrees 27 minutes 04 seconds West a distance of 467.82 feet to the Easterly right-of-way of S.R. #450; thence with said right-of-way North 18 degrees 31 minutes 04 seconds East a distance of 106.30 feet to a concrete right-of-way monument; thence continuing along said right-of-way North 12 degrees 58 minutes 51 seconds West a distance of 161.91 feet to a concrete right-of-way monument; thence continuing along said right-of-way, with a curve turning to the left with an arc length of 103.56 feet, with a radius of 656.62 feet; with a chord bearing of North 06 degrees 53 minutes 36 seconds East, with a chord length of 103.46 feet; thence leaving said right-of-way South 76 degrees 45 minutes 20 seconds East a distance of 462.29 feet to a T-Post; thence South 01 degrees 04 minutes 15 seconds West a distance of 201.96 feet to the Point of Beginning, containing 3.76 acres, more or less.

Subject to a 40 feet wide road easement being more particularly described to follows: Commencing at the Northwest corner of Tract of land described above, thence with the North line of said Tract 52.3 feet to the centerline of a 40 feet with road easement being the point of beginning; thence leaving the North line of said Tract South 01 degrees 35 minutes 55 seconds West a distance of 252.13 feet to a point being 20 feet East of a concrete right-of-way monument marking the Easterly right-of-way of S.R. #450; thence parallel with and being 20 feet East of said right-of-way South 18 degrees 31 minutes 04 seconds West a distance of 107.89 feet to the South line of said Tract.

A part of the Southwest Quarter of Section 22, Township 4 North, Range 3 West, Martin County, Indiana, and being more particularly described as follows: Commencing at a stone at the Southeast corner of said quarter; thence with the East line of said quarter North 01 degrees 04 minutes 05 seconds East (assumed bearing) a distance of 1,652.18 feet to a T-Post; thence leaving said East line North 89 degrees 58 minutes 57 seconds West a distance of 1,236.04 feet to a T-Post; thence South 01 degrees 04 minutes 15 seconds West a distance of 170.99 feet to a T-Post being the true point of beginning; thence South 01 degrees 04 minutes 15 seconds West a distance of 330.74 feet to a T-Post; thence North 77 degrees 32 minutes 26 seconds West a distance of 569.04 feet to the Easterly right-of-way of S.R. #450 marked with a concrete right-of-way monument; thence with said right-of-way North 18 degrees 31 minutes 04 seconds East a distance of 343.20 feet; thence leaving said right-of-way South 75 degrees 27 minutes 04 seconds East a distance of 467.82 feet to the Point of Beginning, containing 3.96 acres, more or less.

PARCEL 8:

A strip of land of even width from North to South, the South line of which is the Trinity Springs and Clark's Ferry Highway; the West line of which is the West line of the Southwest quarter of Section 27, Township 4 North, Range 3 West, and the East line of which is a line parallel with and 42 rods East of said West line of said quarter section, containing 5 acres, more or less,

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT "A"

Legal Description

EXCEPTING THEREFROM:

A part of the Southwest quarter of Section 27, Township 4 North, Range 3 West, more particularly described as follows:

Starting at a point where the West line of the Southwest quarter of said Section intersects the North line of the Trinity Springs and Clark's Ferry Highway; thence along said highway 42 rods East to the POINT OF BEGINNING; thence North 314 feet; thence West 140 feet; thence South 314 feet to the North line of said road; thence East 140 feet to the TRUE POINT OF BEGINNING, being an even strip of One (1) acre, more or less, along the East side of the above described tract, containing, exclusive of said exception, 4 acres, more or less.

ALSO KNOWN BY MODERNIZED DESCRIPTION:

A part of the West Half of the West Half of the Southwest Quarter of Section 27, Township 4 North, Range 3 West, situated in Mitcheltree Township, Martin County, Indiana, as shown on a plat of survey by A to B Surveying, LLC, dated November 06, 2012 and being more particularly described as follows: Beginning at a stone marking the Southwest corner of the Northwest Quarter of the Southwest Quarter of said Section 27; thence South 64 degrees 56 minutes 56 seconds East, 595.52 feet to a 5/8 inch iron pin bearing a plastic cap inscribed "Johnson 20000002", hereon called an "iron monument", marking the Northwest corner of a one acre tract described in Deed Record 130, page 676 in the Office of the Recorder of Martin County, Indiana; thence parallel with the East line of the West Half of the West Half of said Southwest Quarter, South 00 degrees 12 minutes 02 seconds East, 353.11 feet to the centerline of Clarks Ferry Lane (witness an "iron monument", North 00 degrees 12 minutes 02 seconds West, 25.00 feet); thence along said centerline the following courses and distances; North 60 degrees 54 minutes 55 seconds West, 52.29 feet; North 58 degrees 21 minutes 21 seconds West, 95.82 feet; North 55 degrees 30 minutes 39 seconds West, 154.60 feet; along a non-tangent curve to the left having a radius of 872.88 feet, as arc length of 213.16 feet and a long chord bearing and distance of North 63 degrees 39 minutes 58 seconds West, 212.63 feet; North 71 degrees 15 minutes 46 seconds West, 100.98 feet to the West line of the Southwest Quarter of the Southwest Quarter (witness an "iron monument", North 00 degrees 01 minute 44 seconds East, 25.00 feet); thence leaving aforesaid centerline and proceeding along said West line, North 00 degrees 01 minute 44 seconds East, 315.27 feet to the Point of Beginning. Containing 3.94 acres, more or less.

PARCEL 9:

Part of the Southwest Quarter of Section 20, Township 4 North, Range 3 West, Martin County, Indiana, further described as follows:

Beginning at the northwest corner of said Southwest Quarter, running thence South 106.75 rods; thence East 85 rods, more or less to the public road known as the Indian Springs and Shoals Road; thence along said road in the Northeasterly direction 118 rods more or less to the north line of said Quarter Section;

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN
LAND TITLE
ASSOCIATION



EXHIBIT "A"

Legal Description

thence West on said line a distance of 135 rods, more or less to the Place of Beginning.

EXCEPT a parcel of land in said tract described as follows: Beginning at the Southeast corner of the above described 76 acre tract; thence West 274 feet; thence North 9 degrees East 281 feet; thence South 76 degrees 30 minutes East 324.3 feet to the Indian Springs and Shoals Road; thence along said road South 22 degrees 55 minutes West 219.1 feet to the Place of Beginning.

ALSO EXCEPT that part conveyed to David D. Craft and Mary F. Craft, husband and wife as set out in deed recorded March 2, 1984 in Book 141 page 721, being more particularly described as follows:

A part of the Southwest Quarter of Section 20, Township 4 North, Range 3 West, Martin County, Indiana, described as follows:

Commencing at the Northwest corner of said Quarter Section; thence South 106.75 rods; thence East along a fence, 85 rods more or less to the Westerly side of the Indian Springs-Shoals Road; thence Northeasterly with said road, 467 feet to the true point of beginning for the property herein described; thence North 61 degrees 40 minutes West 310.9 feet; thence North 21 degrees 30 minutes East 386.7 feet; thence South 68 degrees 30 minutes East 308.7 feet to the Westerly side of said road; thence South 21 degrees 30 minutes West 423.7 feet to the true Point of Beginning.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. CTIN1808799

**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.

The Following are to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate of interest, mortgage or lien to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly files for record, to wit:

5. The Company reserves the right to make further requirements and to take such further exceptions to title, as in our opinion, are necessary once the identity of the proposed insured owner is known.
6. Record a Warranty Deed from the current owner(s) as shown in Schedule A to the proposed insured.
7. Disclosure of Sales Information form(s) prescribed by the State Board of Tax Commissioners pursuant to IC 6-1.1-5.5 to be filed with the Auditor's Office. Strict compliance must be followed using the most recent version of the Indiana Sales Disclosure.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. CTIN1808799

**SCHEDULE B, PART I
REQUIREMENTS**

(continued)

8. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: DMI Martin County Farms, LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

9. The Company should be furnished a Vendors Affidavit.

NOTE: If Chicago Title Company, LLC will be serving as the closing agent and this closing will take place on or after July 1, 2009, funds provided in excess of \$10,000.00 must be wired and funds less than \$10,000.00 must be good funds in compliance with IC 27-7-3.7.

NOTE: By virtue of I.C. 27-7-3.6, a fee of \$5 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.

END OF SCHEDULE B, PART I

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. CTIN1808799

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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
7. Taxes for the year 2017 due and payable in 2018 each half for \$659.84 are assessed in the name of DMI Martin County Farms LLC due and payable in May and November. May installment PAID. November installment UNPAID. Taxing Unit: Mitcheltree. Assessed Value: Land- \$35,000.00; Improvements- \$55,600.00; Exemptions- \$0.00 . Tax Identification Number 51-05-21-200-001.000-006, Brief Legal Description: PT NW 21-4-3 108.739AC [88.09AC CF] (PARCEL 1).
8. Taxes for the year 2017 due and payable in 2018 each half for \$72.83 are assessed in the name of DMI Martin County Farms LLC due and payable in May and November. May installment PAID. November installment UNPAID. Taxing Unit: Mitcheltree. Assessed Value: Land- \$10,000.00; Improvements- \$0.00; Exemptions- \$0.00 . Tax Identification Number 51-05-20-100-002.000-006, Brief Legal Description: PT NE 20-4-3 51.20AC [44.88AC CF] (PARCEL 1).
9. Taxes for the year 2017 due and payable in 2018 each half for \$21.85 are assessed in the name of DMI Martin County Farms LLC due and payable in May and November. May installment PAID. November installment UNPAID. Taxing Unit: Mitcheltree. Assessed Value: Land- \$3,000.00; Improvements- \$0.00; Exemptions- \$0.00 . Tax Identification Number 51-05-21-300-011.000-006, Brief Legal Description: PT SW 21-4-3 136.223AC [129.72 AC CF] (PARCEL 1).

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Commitment for Title Insurance (08/01/2016)

Page 16

Printed: 05.12.18 @ 02:40 PM
IN-CT-FGPM-01080.245026-SPS-1-18-CTIN1808799



CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. CTIN1808799

SCHEDULE B, PART II EXCEPTIONS

(continued)

10. Taxes for the year 2017 due and payable in 2018 each half for \$2.50 are assessed in the name of DMI Martin County Farms LLC due and payable in May and November. May installment PAID. November installment UNPAID. Taxing Unit: Mitcheltree. Assessed Value: Land- \$100.00; Improvements- \$0.00; Exemptions- \$0.00 . Tax Identification Number 51-05-20-100-003.000-006, Brief Legal Description: PT NE SE 20-4-3 10.29AC CF (PARCEL 1).
11. Taxes for the year 2017 due and payable in 2018 each half for \$4.37 are assessed in the name of DMI Martin County Farms LLC due and payable in May and November. May installment PAID. November installment UNPAID. Taxing Unit: Mitcheltree. Assessed Value: Land- \$600.00; Improvements- \$0.00; Exemptions- \$0.00 . Tax Identification Number 51-05-20-400-006.000-006, Brief Legal Description: PT N1/2 SE 20-4-3 34.90AC [33.90 AC CF] (PARCEL 1).
12. Taxes for the year 2017 due and payable in 2018 each half for \$2.50 are assessed in the name of DMI Martin County Farms LLC due and payable in May and November. May installment PAID. November installment UNPAID. Taxing Unit: Mitcheltree. Assessed Value: Land- \$100.00; Improvements- \$0.00; Exemptions- \$0.00 . Tax Identification Number 51-05-20-400-008.000-006, Brief Legal Description: PT NE 20-4-3 9.974AC CF (PARCEL 1).
13. Taxes for the year 2017 due and payable in 2018 each half for \$3.64 are assessed in the name of DMI Martin County Farms LLC due and payable in May and November. May installment PAID. November installment UNPAID. Taxing Unit: Mitcheltree. Assessed Value: Land- \$500.00; Improvements- \$0.00; Exemptions- \$0.00 . Tax Identification Number 51-05-20-400-007.000-006, Brief Legal Description: PT NE SE 20-4-3 35.6AC CF (PARCEL 1).
14. Taxes for the year 2017 due and payable in 2018 each half for \$8.01 are assessed in the name of DMI Martin County Farms LLC due and payable in May and November. May installment PAID. November installment UNPAID. Taxing Unit: Mitcheltree. Assessed Value: Land- \$1,100.00; Improvements- \$0.00; Exemptions- \$0.00 . Tax Identification Number 51-05-21-400-012.000-006, Brief Legal Description: N1/2 SE 21-4-3 80AC CF (PARCEL 1).
15. Taxes for the year 2017 due and payable in 2018 each half for \$3.64 are assessed in the name of DMI Martin County Farms LLC due and payable in May and November. May installment PAID. November installment UNPAID. Taxing Unit: Mitcheltree. Assessed Value: Land- \$500.00; Improvements- \$0.00; Exemptions- \$0.00 . Tax Identification Number 51-05-20-400-012.000-006, Brief Legal Description: PT SE SE 20-4-3 34.48AC CF (PARCEL 1).
16. Taxes for the year 2017 due and payable in 2018 each half for \$1,198.05 are assessed in the name of DMI Martin County Farms LLC due and payable in May and November. May installment PAID. November installment UNPAID. Taxing Unit: Mitcheltree. Assessed Value: Land- \$9,500.00; Improvements- \$155,000.00; Exemptions- \$0.00 . Tax Identification Number 51-05-28-200-001.004-006, Brief Legal Description: PT NW 28-4-3 26.25AC CF (PARCEL 1).

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. CTIN1808799

**SCHEDULE B, PART II
EXCEPTIONS**

(continued)

17. Taxes for the year 2017 due and payable in 2018 each half for \$2.50 are assessed in the name of DMI Martin County Farms LLC due and payable in May and November. May installment PAID. November installment UNPAID. Taxing Unit: Mitcheltree. Assessed Value: Land- \$100.00; Improvements- \$0.00; Exemptions- \$0.00 . Tax Identification Number 51-05-17-400-017.001-006, Brief Legal Description: PT E1/2 SE 17-4-3 1.164AC CF (PARCEL 1).
18. Taxes for the year 2017 due and payable in 2018 each half for \$8.01 are assessed in the name of DMI Martin County Farms LLC due and payable in May and November. May installment PAID. November installment UNPAID. Taxing Unit: Mitcheltree. Assessed Value: Land- \$1,100.00; Improvements- \$0.00; Exemptions- \$0.00 . Tax Identification Number 51-05-27-300-017.000-006, Brief Legal Description: PT S PT E1/2 SW 27-4-3 3AC. (PARCEL 2)
19. Taxes for the year 2017 due and payable in 2018 each half for \$60.45 are assessed in the name of DMI Martin County Farms LLC due and payable in May and November. May installment PAID. November installment UNPAID. Taxing Unit: Mitcheltree. Assessed Value: Land- \$8,300.00; Improvements- \$0.00; Exemptions- \$0.00 . Tax Identification Number 51-05-27-300-016.000-006, Brief Legal Description: PT SE SW 27-4-3 11.46AC. (PARCEL 2)
20. Taxes for the year 2017 due and payable in 2018 each half for \$46.61 are assessed in the name of DMI Martin County Farms LLC due and payable in May and November. May installment PAID. November installment UNPAID. Taxing Unit: Mitcheltree. Assessed Value: Land- \$6,400.00; Improvements- \$0.00; Exemptions- \$0.00 . Tax Identification Number 51-05-27-400-011.000-006, Brief Legal Description: PT W1/2 SE 27-4-3 15AC. (PARCEL 2)
21. Taxes for the year 2017 due and payable in 2018 each half for \$107.06 are assessed in the name of DMI Martin County Farms LLC due and payable in May and November. May installment PAID. November installment UNPAID. Taxing Unit: Mitcheltree. Assessed Value: Land- \$14,700.00; Improvements- \$0.00; Exemptions- \$0.00 . Tax Identification Number 51-05-27-400-013.000-006, Brief Legal Description: PT W1/2 SE 27-4-3 45.10AC. (PARCEL 2)
22. Taxes for the year 2017 due and payable in 2018 each half for \$56.08 are assessed in the name of DMI Martin County Farms LLC due and payable in May and November. May installment PAID. November installment UNPAID. Taxing Unit: Mitcheltree. Assessed Value: Land- \$7,700.00; Improvements- \$0.00; Exemptions- \$0.00 . Tax Identification Number 51-05-27-400-009.000-006, Brief Legal Description: NE PT N PT N1/2 SE 27-4-3 10.90AC. (PARCEL 2)
23. Taxes for the year 2017 due and payable in 2018 each half for \$579.00 are assessed in the name of DMI Martin County Farms LLC due and payable in May and November. May installment PAID. November installment UNPAID. Taxing Unit: Mitcheltree. Assessed Value: Land- \$79,500.00; Improvements- \$0.00; Exemptions- \$0.00 . Tax Identification Number 51-05-27-400-010.000-006, Brief Legal Description: PT E1/2 SE 27-4-3 77.50. (PARCEL 2)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. CTIN1808799

**SCHEDULE B, PART II
EXCEPTIONS**

(continued)

24. Taxes for the year 2017 due and payable in 2018 each half for \$297.87 are assessed in the name of DMI Martin County Farms LLC due and payable in May and November. May installment PAID. November installment UNPAID. Taxing Unit: Mitcheltree. Assessed Value: Land- \$40,900.00; Improvements- \$0.00; Exemptions- \$0.00 . Tax Identification Number 51-05-27-300-008.000-006, Brief Legal Description: PT E1/2 SW 27-4-3 64.99AC. (PARCEL 2)
25. Taxes for the year 2017 due and payable in 2018 each half for \$1,049.48 are assessed in the name of DMI Martin County Farms LLC due and payable in May and November. May installment PAID. November installment UNPAID. Taxing Unit: Mitcheltree. Assessed Value: Land- \$59,300.00; Improvements- \$0.00; Exemptions- \$0.00 . Tax Identification Number 51-05-34-500-002.000-006, Brief Legal Description: PT N1/2 NW 34-4-3 57.47AC. (PARCEL 2)
26. Taxes for the year 2017 due and payable in 2018 each half for \$221.40 are assessed in the name of DMI Martin County Farms LLC due and payable in May and November. May installment PAID. November installment UNPAID. Taxing Unit: Mitcheltree. Assessed Value: Land- \$30,400.00; Improvements- \$0.00; Exemptions- \$0.00 . Tax Identification Number 51-05-34-100-003.000-006, Brief Legal Description: PT E END OF W FRL 34-4-3 28AC. (PARCEL 2)
27. Taxes for the year 2017 due and payable in 2018 each half for \$179.16 are assessed in the name of DMI Martin County Farms LLC due and payable in May and November. May installment PAID. November installment UNPAID. Taxing Unit: Mitcheltree. Assessed Value: Land- \$24,600.00; Improvements- \$0.00; Exemptions- \$0.00 . Tax Identification Number 51-05-22-300-032.001-006, Brief Legal Description: PT SW 22-4-3 8.49AC. (PARCEL 3)
28. Taxes for the year 2017 due and payable in 2018 each half for \$88.85 are assessed in the name of DMI Martin County Farms LLC due and payable in May and November. May installment PAID. November installment UNPAID. Taxing Unit: Mitcheltree. Assessed Value: Land- \$1,800.00; Improvements- \$10,400.00; Exemptions- \$0.00 . Tax Identification Number 51-05-22-300-032.004-006, Brief Legal Description: PT SW 22-4-3 7.75AC. (PARCEL 3)
29. Taxes for the year 2017 due and payable in 2018 each half for \$5.10 are assessed in the name of DMI Martin County Farms LLC due and payable in May and November. May installment PAID. November installment UNPAID. Taxing Unit: Mitcheltree. Assessed Value: Land- \$700.00; Improvements- \$0.00; Exemptions- \$0.00 . Tax Identification Number 51-05-22-300-032.002-006, Brief Legal Description: TRACTS 7, 8 & 9 PT SW 22-4-3 48.89AC. (PARCEL 3)
30. Taxes for the year 2017 due and payable in 2018 each half for \$85.94 are assessed in the name of DMI Martin County Farms LLC due and payable in May and November. May installment PAID. November installment UNPAID. Taxing Unit: Mitcheltree. Assessed Value: Land- \$2,900.00; Improvements- \$8,900.00; Exemptions- \$0.00 . Tax Identification Number 51-05-20-300-014.000-006, Brief Legal Description: PT SW 20-4-3 1AC. (PARCEL 4)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. CTIN1808799

SCHEDULE B, PART II EXCEPTIONS

(continued)

31. Taxes for the year 2017 due and payable in 2018 each half for \$39.33 are assessed in the name of DMI Martin County Farms LLC due and payable in May and November. May installment PAID. November installment UNPAID. Taxing Unit: Mitcheltree. Assessed Value: Land- \$5,400.00; Improvements- \$0.00; Exemptions- \$0.00 . Tax Identification Number 51-05-20-300-013.000-006, Brief Legal Description: PT SW 20-4-3 1.87AC [1.022 AC CF] (PARCEL 4)
32. Taxes for the year 2017 due and payable in 2018 each half for \$223.62 are assessed in the name of DMI Martin County Farms LLC due and payable in May and November. May installment PAID. November installment UNPAID. Taxing Unit: Mitcheltree. Assessed Value: Land- \$35,200.00; Improvements- \$68,400.00; Exemptions- \$71,330.00 (Mortgage/Disabled/Homestead/Homestead Supplemental) . Tax Identification Number 51-05-20-300-015.000-006, Brief Legal Description: PT SW SW 20-4-3 25AC (PARCEL 5)
33. Taxes for the year 2017 due and payable in 2018 each half for \$33.50 are assessed in the name of DMI Martin County Farms LLC due and payable in May and November. May installment PAID. November installment UNPAID. Taxing Unit: Mitcheltree. Assessed Value: Land- \$4,600.00; Improvements- \$0.00; Exemptions- \$0.00. Tax Identification Number 51-05-19-400-015.000-006, Brief Legal Description: PT SW SW 20-4-3 25AC (PARCEL 5)
34. Taxes for the year 2017 due and payable in 2018 each half for \$28.40 are assessed in the name of DMI Martin County Farms LLC due and payable in May and November. May installment PAID. November installment UNPAID. Taxing Unit: Mitcheltree. Assessed Value: Land- \$3,800.00; Improvements- \$100.00; Exemptions- \$0.00. Tax Identification Number 51-05-20-300-009.000-006, Brief Legal Description: PT SW 20-4-3 1.3AC (PARCEL 6)
35. Taxes for the year 2017 due and payable in 2018 each half for \$826.62 are assessed in the name of DMI Martin County Farms LLC due and payable in May and November. May installment PAID. November installment UNPAID. Taxing Unit: Mitcheltree. Assessed Value: Land- \$18,400.00; Improvements- \$95,100.00; Exemptions- \$0.00. Tax Identification Number 51-05-22-300-032.003-006, Brief Legal Description: PT SW 22-4-3 12.63AC TO SURVEY TRACTS 2, 3 & 4. (PARCEL 7)
36. Taxes for the year 2017 due and payable in 2018 each half for \$579.73 are assessed in the name of DMI Martin County Farms LLC due and payable in May and November. May installment PAID. November installment UNPAID. Taxing Unit: Mitcheltree. Assessed Value: Land- \$17,700.00; Improvements- \$61,900.00; Exemptions- \$0.00. Tax Identification Number 51-05-27-300-014.000-006, Brief Legal Description: PT SW 27-4-3 3.94AC PER SURVEY. (PARCEL 8)
- Solid Waste assessment in the amount of \$24.00 is PAID.
37. Taxes for the year 2017 due and payable in 2018 each half for \$610.32 are assessed in the name of DMI Martin County Farms LLC due and payable in May and November. May installment PAID. November installment UNPAID. Taxing Unit: Mitcheltree. Assessed Value: Land- \$30,800.00; Improvements- \$53,000.00; Exemptions- \$0.00. Tax Identification Number 51-05-20-300-004.000-006, Brief Legal Description: PT SW 20-4-3 70.09AC [35.5 AC CF]. (PARCEL 9)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Commitment for Title Insurance (08/01/2016)

Page 20

Printed: 05.12.18 @ 02:40 PM
IN-CT-FGPM-01080.245026-SPS-1-18-CTIN1808799



CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. CTIN1808799

SCHEDULE B, PART II EXCEPTIONS

(continued)

38. Property taxes for the year 2018 due in 2019 are a lien not yet due and payable.

Note: The Company does not assume any liability for tax increases occasioned by retroactive revaluation change in land usage or loss of any homestead exemption status for insured premises.

39. Municipal assessments, if any, assessed against the land.

40. Rights of the public, the State of Indiana and/or the municipality, and others entitled thereto, in and to that part of the Land taken or used for road purposes.

41. Rights of way for drainage tiles, ditches, feeders and laterals, if any.

42. Any right, interest or claim that may exist, arise or be asserted against the Title under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws.

43. Terms and provisions set out in Application for Forestry, recorded July 26, 1989 in Miscellaneous Record 30, pages 38-43. (Parcel 1)

44. Terms and provisions set out in Application for Forestry, recorded July 26, 1989 in Miscellaneous Record 30, pages 44-48. (Parcel 1)

45. Notice of Petition To Vacate Public Ways and A Public Place by the Town of Harrisonville, now Trinity Springs, Indiana to the Board of Commissioners of Martin County, Indiana, recorded April 3, 1990 in Miscellaneous Book 30, page 517. (Parcel 1)

46. Terms and provisions set out in Application for Classification of Land as Forest Land, recorded February 22, 1977 in Miscellaneous Record 18, pages 403-408. (Parcel 1)

Amended by Application for Partial Withdrawal of Classified Forest & Wildlands With Revised Application, recorded February 23, 2010 in Miscellaneous Record 61, page 318 as Instrument No. I201000223; Application for Partial Withdrawal of Classified Forest & Wildlands With Revised Application, recorded February 24, 2011 in Miscellaneous Record 63, page 283 as Instrument No. I201100288; and Application for Partial Withdrawal of Classified Forest & Wildlands With Revised Application, recorded May 23, 2011 in Miscellaneous Record 63, page 633 as Instrument No. I201100728.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Commitment for Title Insurance (08/01/2016)

Page 21

Printed: 05.12.18 @ 02:40 PM
IN-CT-FGPM-01080.245026-SPS-1-18-CTIN1808799



CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. CTIN1808799

SCHEDULE B, PART II EXCEPTIONS

(continued)

47. Terms and provisions set out in Application for Classification of Land as Forest Land, recorded February 20, 1979 in Book 19, pages 650-660. (Parcel 1)
- Amended by Application for Partial Withdrawal of Classified Forest & Wildlands With Revised Application, recorded February 23, 2010 in Miscellaneous Record 61, page 318 as Instrument No. I201000223; Application for Partial Withdrawal of Classified Forest & Wildlands With Revised Application, recorded February 24, 2011 in Miscellaneous Record 63, page 283 as Instrument No. I201100288; Application for Partial Withdrawal of Classified Forest & Wildlands With Revised Application, recorded May 23, 2011 in Miscellaneous Record 63, page 633 as Instrument No. I201100728; and Application for Classification (Application for the Classification of Land as Forest Land and Wildlands), recorded August 4, 2011 in Book 64, page 50 as Instrument No. I201101053.
48. Terms and provisions set out in Application for Classification of Land as Forest Land, recorded February 18, 2008 in Book 47, page 43 as Instrument No. 200307611. (Parcel 1)
49. Terms and provisions set out in Application For Withdrawal of Classification of Land as Forest Land, recorded February 18, 2003 in Book 47, page 49 as Instrument No. 200307612. (Parcel 1)
50. Buried Telephone Cable Right of Way Easement granted to RTC Communications, recorded June 13, 2001 in Book 135, pages 663-664. (Parcel 1)
51. Terms, provisions and easement set out in Meter Placement Easement granted to East Fork Water, Inc., recorded November 8, 2010 in Deed Book 150, page 45 as Instrument No. I201001319. (Parcel 1)
52. Covenant, conditions and restrictions set out in Declaration of Restrictive Covenants for Conservation, recorded August 2, 2016 as Instrument No. 201600911. (Parcel 1)
53. Rights of upper, lower, and/or abutting riparian owners, the State of Indiana, the County, and/or the public in and to the water of White River and Spring Branch, and to the uninterrupted natural flow thereof free of pollution from the insured premises and subject to the possibilities of accretion or avulsion which might change boundaries established by said waters. (Parcel 2)
54. Rights, if any, of the property owners abutting the insured premises in and to the waters of White River and Spring Branch and in and to the bed thereof, also boating and fishing rights of property owners abutting White River and Spring Branch leading thereto and therefrom. (Parcel 2)
55. Rights of others thereto and entitled in and to the continued uninterrupted flow of White River and Spring Branch passing through the insured premises. (Parcel 2)
56. Excepting any part thereof resulting through change in the course of the shore line of White River and Spring Branch occasioned by other than natural causes or by natural causes other than accretion. (Parcel 2)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. CTIN1808799

**SCHEDULE B, PART II
EXCEPTIONS**

(continued)

57. Easement of passage along the bank of White River as set forth in QuitClaim Deed recorded December 16, 1998 in Book 132 Pages 318-320. (Parcel 2)
58. Telephone Buried Plant Right-of-Way Easement granted to RTC Communications, and to its successors or assigns, dated November 15, 2004 and recorded January 18, 2005 in Book 140 Page 733, Instrument No. 200500061. (Parcel 2)
59. Subject to the terms, provisions and conditions of, and the rights of others in and to, a right-of-way easement as reserved in Warranty Deed recorded February 28, 1977 in Deed Record 111 Page 6 and further granted by Warranty Deed recorded December 5, 1986 in Deed Record 118 Page 58. (Parcel 3)
60. Terms, provisions and conditions of Application for the Classification of Land as Forest Land recorded January 26, 1982 in Miscellaneous Record 21 Pages 850-854. (Parcel 3)
- Amended by Application for Withdrawal of Classified Forest Land recorded March 5, 2003 and recorded in Miscellaneous Record 47 Page 128 as Instrument No. 200307734.
61. Terms, provisions and conditions of, and the rights of others in and to, a Declaration of Easement and Maintenance Agreement, recorded March 5, 2003 in Deed Record 137 Page 737 as Instrument No. 200307735. (Parcel 3)
62. Terms, provisions and conditions of, and the rights of others in and to, (1) a 40 foot easement and (2) a 50 foot easement created by Warranty Deed recorded March 5, 2003 in Record 137 Page 742 as Instrument No. 200307736. (Parcel 3)
63. Terms and provisions set out in Application for Classification (Application for The Classification of Land as Forest Land and Wildlands), recorded December 4, 2012 in Book 66, page 537 as Instrument No. I201201806. (Parcel 3)
64. Reservations, leases or exceptions for minerals or mineral rights, if any, which appear of record. (Parcel 4)
65. Terms and provisions set out in Application for Classification (Application for The Classification of Land as Forest Land and Wildlands), recorded December 4, 2012 in Book 66, page 541 as Instrument No. I201201807. (Parcels 6 & 9)
66. Easements as set out in Warranty Deed recorded March 29, 2010 in Deed Record 149, page 158 as Instrument No. 201000377. (Parcel 7)
67. Terms, provisions and easement as set out in Encroachment Easement Agreement by and between Warren L. Wildman and Ronald D. Jorgenson, Jr., recorded January 8, 2013 in Book 153, page 292 as Instrument No. I201302002. (Parcel 8)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. CTIN1808799

**SCHEDULE B, PART II
EXCEPTIONS**

(continued)

68. Oil and Gas Lease dated August 21, 1997 and recorded October 21, 1997 in Lease Book 18 pages 743-746 as Instrument Number 2015; Lessor's Affidavit recorded October 21, 1997 in Lease Book 18 pages 741-742 as Instrument Number 2014; Correction of Lease Description recorded January 6, 1998 in Lease Book 19 pages 200-202 as Instrument Number 2572; Ratification of Oil and Gas Lease recorded January 6, 1998 in Lease Book 19 pages 203-204 as Instrument Number 2573; Assignment of Oil and Gas Leases recorded August 2, 1999 in Miscellaneous Record 41 pages 355 and 362 as Instrument Number 6846; Affidavit recorded August 20, 2002 in Lease Book 19 page 543 as Instrument Number 6215; Partial Assignment of Oil and Gas Lease recorded March 23, 2004 in Miscellaneous Record 49, page 275 as Instrument Number 200410876; Partial Assignment of Oil, Gas and Mineral Lease recorded October 10, 2006 in Miscellaneous Record 54, page 675 as Instrument Number 2006002005. (Parcel 9)
69. Rights of tenants in possession as tenants only under unrecorded leases.
70. The acreage indicated in the legal description, and/or the address shown on Schedule A, is solely for the purposes of identifying said tract and should not be construed as insuring the quantity of land, and/or the address as set forth in the description of the property.
71. A judgment search has been made versus DMI Martin County Farms, LLC and none found.

END OF SCHEDULE B, PART II

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Commitment for Title Insurance (08/01/2016)

Page 24

Printed: 05.12.18 @ 02:40 PM
IN-CT-FGPM-01080.245026-SPS-1-18-CTIN1808799



CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. CTIN1808799

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



CHICAGO TITLE INSURANCE COMPANY**COMMITMENT NO. CTIN1808799**

(continued)

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

END OF CONDITIONS

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.








TRACT 9
RESTRICTIVE
COVENANT



201600911 MISC \$26.00
08/02/2016 10:39:53A 8 PGS
Rhonda Sanders
Martin County Recorder IN
Recorded as Presented



DECLARATION OF RESTRICTIVE COVENANTS FOR CONSERVATION

CROSS REFERENCE: Inst. No. 200901280

THIS DECLARATION OF RESTRICTIVE COVENANTS FOR CONSERVATION is made this 18th day of July, 2016, by DMI Martin County Farms, LLC ("Declarant").

RECITALS

WHEREAS, Declarant is the sole owner in fee simple of certain real property located in Martin County, Indiana, pursuant to deed recorded as Instrument No. 200901280, in the Martin County Recorder's Office and incorporated herein by reference ("Property");

WHEREAS, Declarant entered into an Administrative Compliance Order on Consent (the "ACOC") with the United States Environmental Protection Agency which requires activity restriction on certain portion of the Property as described in Exhibit A (the "Deed Restriction Property");

WHEREAS, consistent with the ACOC in the case captioned *In the Matter of: DMI Martin County Farms, LLC* administered at EPA Region 5, Docket No. CWA-05-2016-0011, Declarant hereby preserves the Deed Restriction Property as described and depicted in Exhibit A; and

WHEREAS, the purpose of this Declaration of Restrictive Covenants is to restrict the current and future use of the Deed Restriction Property in perpetuity in order to protect aquatic resource functions and values, scenic, resource, environmental, and other conservation values, and conservation functions and ecological services; and to preserve the natural condition of the Deed Restriction Property in perpetuity.

NOW THEREFORE, in consideration of the benefits to be derived by the Declarant and each and every subsequent owner and occupant of any of the Property, Declarant hereby makes this Declaration on the terms and conditions stated below.

1. **Restrictions/Prohibitions.** Without limiting the generality of the foregoing, the following activities are expressly prohibited on or within the Deed Restriction Property, except as necessary to comply with the ACOC in the case captioned *In the Matter of: DMI Martin County Farms, LLC* administered at EPA Region 5, Docket No. CWA-05-2016-0011, and except as provided for in the Reserved Rights of the Declarant (paragraph 2 below):

1.1 Anthropogenic earth alteration activities, including filling, flooding, cultivating, excavating, earthmoving, grading, mining or drilling; removal of natural materials; dumping of

waste, garbage or other unsightly or offensive materials (excluding any such materials that migrate by natural causes); and other alteration of topography of the Deed Restriction Property.

1.2 Activities that may impact waterflow on the Deed Restriction Property, including dredging, straightening, filling, channelizing, impeding, damming, diverting, pumping, or impounding, or otherwise altering the natural water courses and streams adjacent riparian buffers on the Deed Restriction Property.

1.3 Commercial activity or industrial development of the Deed Restriction Property, including the placement or construction of any man-made modifications such as buildings, structures, fences, roads, and parking lots;

1.4 Drilling new wells for the production of oil, gas, or other related products on the Deed Restriction Property;

1.5 Cutting of trees, ground cover or vegetation or otherwise destroying plant life by means of herbicides on the Deed Restriction Property, except in accordance with Paragraph 2.2 below.

1.6 Division or subdivision of the Deed Restriction Property;

2. Reserved Rights. Notwithstanding the foregoing Restrictions, the Declarant reserves for itself, its successors and assigns the right to use the Deed Restriction Property for all purposes not inconsistent with the purposes of these restrictive covenants. Further, consistent with the ACOC, Declarant expressly reserves for itself, its successors and assigns the following rights:

2.1 Recreation. Declarant reserves the right to engage in outdoor, non-commercial recreational activities, including hunting, fishing, and similar recreational or educational activities, consistent with cumulatively very small impacts and with the continuing natural condition of the Deed Restriction Property.

2.2 Vegetation management. Trees may be cut or removed if they (a) are diseased, dead, fallen, in decline/dying, (b) pose a safety risk; or (c) have blocked Sulfur Creek. For any tree cut, at least one tree must be planted. Ground cover or other vegetation may be cut, removed, or destroyed by means of herbicides or other methods, but only for the purpose of invasive plant species control.

3. Covenant Running with the Land. This Declaration and the restrictions and obligations described herein shall run with the Real Estate in perpetuity (unless modified or terminated pursuant to paragraphs 8 or 9 below) and shall be binding on the current and all future owners of the Real Estate or any interest therein and their respective successors, assigns, parents, affiliates, employees, contractors, mortgagees, representatives, agents, lessees, licensees, invitees, guests, and any other person acting under their direction or control. No conveyance, mortgage, lease, license, easement or other transfer of any interest in all or any part of the Real Estate shall affect the restrictions set forth herein. By taking title to the Real Estate, any subsequent owner agrees to comply with all of the restrictions and prohibitions set forth in paragraph 1 above, and with the other terms of this Declaration.

4. Enforcement. The Declarant grants the EPA, as third party beneficiary hereof, a discretionary right to enforce these restrictive covenants in a judicial action against any person, including Declarant, or other entity violating or attempting to violate these restrictive covenants; provided, however, that no violation of these restrictive covenants shall result in forfeiture or reversion of title. In any enforcement action for violations of this Declaration, an enforcing agency shall be entitled to any remedy available under law or equity, such as injunctive relief and administrative, civil or criminal penalties. No omission or delay in acting by the EPA shall bar subsequent enforcement rights or constitute a waiver of any enforcement right. These enforcement rights are in addition to, and shall not limit, enforcement rights available under other provisions of law or equity, or under any applicable permit or certification. Nothing herein shall be construed to authorize the EPA to institute proceedings against the Declarant for changes to the Deed Restriction Property due to acts of God, natural disasters, or unauthorized acts of third parties outside the control of the Declarant.

5. Notice to Government.

5.1 Any permit application, or request for certification or modification, which may affect the Deed Restriction Property, made to any government entity with authority over wetlands or other waters of the United States, shall expressly reference and include a copy (with the recording stamp) of these restrictive covenants.

5.2 Written notice of any legal action affecting this Declaration, including but not limited to foreclosure proceedings, tax sales, bankruptcy proceedings, zoning changes, adverse possession, abandonment, condemnation proceedings, and the exercise of the power of eminent domain shall be provided to the EPA by the landowner. For any action that might result in this Declaration being voided or modified, such notice shall be provided at least sixty (60) days before such action would be taken.

6. Property Transfers. The Declarant shall neither transfer any portion of the Deed Restriction Property, nor grant any interest, privilege or license whatsoever in connection with such Deed Restriction Property without the inclusion of the following language, and shall require the inclusion of such language in all further deeds, easements, transfers, leases or grant of any interest, privilege or license:

NOTICE: The Declarant acknowledged that the herein described property is subject to a Declaration of Restrictive Covenants for Conservation dated _____, recorded in the Martin County Clerk's Office on _____ as Instrument Number _____, which is enforceable by the U.S. Environmental Protection Agency. The United States is a third party beneficiary of the foregoing covenant and shall have all applicable rights to enforce this covenant in a court of competent jurisdiction.

The Declarant shall provide the EPA with written notice of any transfer 60 days prior to such transfer. The notice shall include the name, address, and telephone number of the prospective transferee, a copy of the proposed deed or other documentation evidencing the conveyance, if

available, and a survey map that shows the boundaries of the portion of the property being transferred. Failure to comply with this paragraph does not impair the validity or enforceability of these restrictive covenants.

7. **Notification.** Any notice, request for approval, or other communication required by these restrictive covenants shall be sent by registered mail, pre-paid postage, to the following addresses (or such addresses as may be hereinafter specified by notice pursuant to this paragraph):

To Declarant: DMI Martin County Farms, LLC
845 W. 116th Street
Carmel, IN 46032

To EPA: Gregory Carlson
U.S. Environmental Protection Agency (WW-16J)
77 West Jackson Boulevard
Chicago, Illinois, 60604

8. **Amendment.** After recording, these restrictive covenants may only be amended by a recorded document signed by the EPA and land owner. Amendment shall be allowed at the discretion of the EPA, in consultation with resource agencies as appropriate. Any amendment must be consistent with the requirements of Section 404 of the Clean Water Act and the ACOC. There shall be no obligation to allow an amendment.

9. **Termination.** This Declaration is intended to be perpetual in nature and run with the land as set forth in paragraph 1 of this Declaration. However, if the EPA determines that the use of the Deed Restriction Property is not feasible or necessary, then the Declarant (or current landowner) and EPA may terminate this Declaration by written agreement.

10. **Successors in Interest.** All references to the EPA shall include successor governmental agencies, departments, or divisions, or any other successor entities prescribed by law.

11. **Severability Provision.** Should any separable part of these restrictive covenants be held contrary to law, unenforceable, or void, the remainder shall continue in full force and effect.



518 Main Street
 Vincennes, IN 47591
 (812) 886-4254
 www.providencelg.net

Prepared Description

±18.00 ACRES – BEING A PART OF PROPERTY DESCRIBED IN INSTRUMENT #200901280

A part of the East Half of Section 20, a part of the West Half of Section 21 and a part of the Southeast Quarter of the Southeast Quarter of Section 17, all in Township 4 North, Range 3 West, situated in Mitcheltree Township, Martin County, Indiana and being more particularly described as follows:

Commencing at a 5/8 inch iron pin bearing a plastic cap inscribed "Johnson 20000002" marking the Northeast corner of said Section 20; thence along the North line of said section, North 89 degrees 51 minutes 41 seconds West, 1327.73 feet to a stone marking the Northwest corner of the Northeast Quarter of the Northeast Quarter of said section, having established grid coordinates of (Northing) 1284262.80, (Easting) 3044192.11 of the West Zone of the Indiana State Plane Coordinate System [NAD83 (1997)], hereon called "SPC", and being the **POINT OF BEGINNING**; thence along the West line of the Southeast Quarter of the Southeast Quarter of Section 17, North 00 degrees 34 minutes 54 seconds East, 101.90 feet; thence South 55 degrees 25 minutes 12 seconds East, 679.55 feet; thence South 06 degrees 54 minutes 48 seconds East, 502.58 feet; thence South 21 degrees 12 minutes 28 seconds East, 516.93 feet; thence South 22 degrees 15 minutes 33 seconds East, 538.62 feet; thence South 00 degrees 11 minutes 39 seconds West, 443.26 feet; thence South 45 degrees 15 minutes 26 seconds East, 299.94 feet; thence South 44 degrees 47 minutes 30 seconds East, 206.36 feet; thence South 54 degrees 34 minutes 43 seconds East, 184.14 feet; thence South 13 degrees 33 minutes 14 seconds West, 382.75 feet, having a "SPC" of (Northing) 1281220.04, (Easting) 3045621.44; thence North 20 degrees 33 minutes 00 seconds West, 342.21 feet; thence North 49 degrees 20 minutes 12 seconds West, 173.30 feet; thence South 89 degrees 18 minutes 02 seconds West, 218.45 feet; thence along a curve to the left having a radius of 880.37 feet, an arc length of 409.71 feet and a long chord bearing and distance of North 29 degrees 16 minutes 45 seconds West, 406.02 feet; thence North 42 degrees 36 minutes 41 seconds West, 240.09 feet, having a "SPC" of (Northing) 1282181.58, (Easting) 3044790.30; thence North 47 degrees 23 minutes 19 seconds East, 150.00 feet to the centerline of Sulphur Creek; thence along said centerline the following courses and distances: North 11 degrees 00 minutes 10 seconds West, 32.37 feet; North 30 degrees 31 minutes 20 seconds East, 61.06 feet; North 73 degrees 26 minutes 54 seconds East, 121.45 feet; North 19 degrees 26 minutes 04 seconds East, 76.21 feet; North 40 degrees 42 minutes 38 seconds West, 61.03 feet; North 87 degrees 54 minutes 19 seconds West, 55.17 feet; North 51 degrees 34 minutes 36 seconds West, 24.57 feet; North 12 degrees 33 minutes 47 seconds West, 43.59 feet; North 03 degrees 46 minutes 47 seconds East, 78.56 feet; North 57 degrees 10 minutes 20 seconds West, 101.54 feet; North 58 degrees 18 minutes 28 seconds West, 129.77 feet; North 15 degrees 12 minutes 28 seconds West, 42.76 feet; North 06 degrees 03 minutes 11 seconds East, 36.15 feet; North 46 degrees 58 minutes 55 seconds East, 29.06 feet; North 87 degrees 34 minutes 41 seconds East, 43.16 feet; North 55 degrees 05 minutes 40 seconds East, 60.55 feet; North 32 degrees 47 minutes 00 seconds East, 40.22 feet; North 01 degree 01 minute 53 seconds East, 45.87 feet; North 59 degrees 10 minutes 31 seconds West, 102.30 feet; North 71 degrees 05 minutes 42 seconds West, 41.14 feet; North 54 degrees 46 minutes 20 seconds West, 47.85 feet; North 24 degrees 53 minutes 23 seconds West, 98.65 feet; North 28 degrees 39 minutes 09 seconds West, 74.24 feet; North 00 degrees 34 minutes 10 seconds East, 80.68 feet; North 30 degrees 32 minutes 38 seconds East, 93.23 feet; North 10 degrees 22 minutes 23 seconds East, 71.27 feet; North 20 degrees 21 minutes 20 seconds West, 56.59 feet; North 87 degrees 31 minutes 58 seconds West, 66.83 feet; South 84 degrees 36 minutes 31 seconds West, 44.61 feet; North 77 degrees 10 minutes 55 seconds West, 64.20 feet; North 42 degrees 38 minutes 40 seconds West, 88.51 feet; North 26 degrees 58 minutes 30 seconds West, 56.83 feet; North 01 degree 05 minutes 34 seconds East, 103.21 feet; North 18 degrees 58 minutes 01 second East, 145.60 feet; North 01 degree 23 minutes 44 seconds East, 96.77 feet; North 45 degrees 02 minutes 36 seconds West, 70.79 feet; North 76 degrees 26 minutes 57 seconds West, 89.77 feet; North 59 degrees 48 minutes 06 seconds West, 53.36 feet; North 50 degrees 28 minutes 10 seconds West, 123.80 feet; thence leaving said Sulphur Creek centerline and proceeding



518 Main Street
Vincennes, IN 47591
(812) 886-4254
www.providencelg.net

North 01 degree 02 minutes 53 seconds West, 92.85 feet to the point of beginning. Containing 18.00 acres, more or less.

Bearings in this description are based on Grid Bearings of the Indiana State Plane Coordinate System, West Zone NAD 83 (1997).

A handwritten signature in black ink, appearing to read "B. Johnson", is written over a horizontal line.

Brent Johnson, P.S.
Indiana Registration No. 20000002

Date: May 26, 2016
Job Number: 16-059 (3)

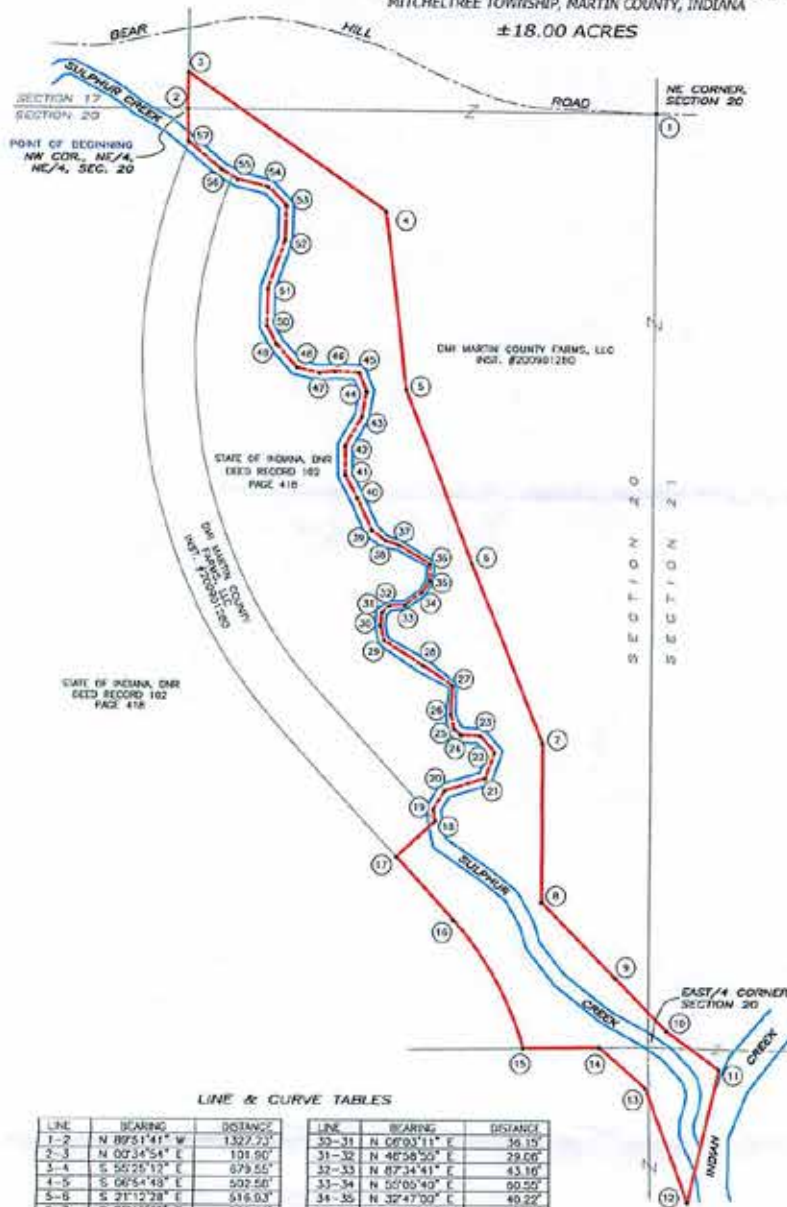


TRACT 9 RESTRICTIVE COVENANT

REFERENCE SKETCH

PART OF THE E/2 OF SECTION 20, PART OF THE W/2 OF SECTION 21, AND A PART OF THE SE/4, SE/4 OF SECTION 17, ALL IN TOWNSHIP 4 NORTH, RANGE 3 WEST, MITCHELTREE TOWNSHIP, MARTIN COUNTY, INDIANA

±18.00 ACRES



BEARINGS BASED ON GRID BEARINGS OF THE INDIANA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD83 (1997)

SCALE: 1" = 300'

PERIMETER CORNER COORDINATES

[COORDINATE VALUES ARE BASED ON THE INDIANA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD83 (1997)]

POINT	NORTHING	EASTING
1	1284229.59	3045019.83
2	1284262.80	3044102.11
3	1284364.69	3044103.14
4	1283918.13	3044750.64
5	1283480.08	3044613.73
6	1282998.17	3045000.13
7	1282499.68	3045204.16
8	1282056.43	3045209.65
9	1281645.30	3045415.60
10	1281256.10	3045261.28
11	1281582.12	3045711.14
12	1281770.04	3045291.44
13	1281540.47	3045001.31
14	1281651.40	3045269.66
15	1281650.73	3045151.42
16	1282004.88	3044950.85
17	1282181.58	3044790.30
18	1282281.14	3044900.70
19	1282314.61	3044894.52
20	1282357.53	3044925.53
21	1282402.11	3045041.24
22	1282473.39	3045007.30
23	1282520.24	3045027.60
24	1282571.25	3044875.36
25	1282573.52	3044853.11
26	1282580.07	3044843.63
27	1282558.45	3044846.87
28	1282713.50	3044883.46
29	1282781.67	3044753.07
30	1282827.33	3044741.85
31	1282858.38	3044745.66
32	1282878.71	3044766.91
33	1282886.53	3044810.03
34	1282918.18	3044859.66
35	1282948.39	3044831.46
36	1282954.85	3044830.28
37	1283047.37	3044704.44
38	1283060.60	3044755.51
39	1283066.20	3044718.43
40	1283177.68	3044674.91
41	1283242.83	3044639.32
42	1283323.50	3044640.17
43	1283403.80	3044687.50
44	1283473.30	3044700.33
45	1283574.95	3044680.65
46	1283570.84	3044613.97
47	1283522.85	3044589.47
48	1283539.89	3044506.87
49	1283505.00	3044446.90
50	1283555.85	3044477.19
51	1283588.84	3044433.09
52	1283896.53	3044470.42
53	1283993.28	3044472.77
54	1284043.50	3044423.68
55	1284064.33	3044335.41
56	1284051.17	3044239.29
57	1284169.97	3044123.81

LINE & CURVE TABLES

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
1-2	N 89°51'41" W	1327.23'	32-31	N 05°03'11" E	36.15'
2-3	N 00°34'54" E	101.90'	31-32	N 46°58'50" E	29.60'
3-4	S 50°25'12" E	679.55'	32-33	N 87°34'41" E	43.16'
4-5	S 06°54'48" E	502.50'	33-34	N 05°00'40" E	60.50'
5-6	S 21°15'28" E	616.03'	34-35	N 32°47'00" E	49.22'
6-7	S 22°18'53" E	538.62'	35-36	N 01°01'53" E	45.87'
7-8	S 09°11'39" W	443.26'	36-37	N 52°10'31" W	102.30'
8-9	S 49°18'20" E	293.94'	37-38	N 71°05'42" W	41.14'
9-10	S 44°47'30" E	208.36'	38-39	N 54°48'20" W	47.80'
10-11	S 54°34'43" E	184.14'	39-40	N 24°53'23" W	98.65'
11-12	S 13°31'14" W	382.70'	40-41	N 28°30'29" W	74.24'
12-13	N 20°53'00" W	342.21'	41-42	N 00°34'19" E	80.60'
13-14	N 44°20'12" W	175.30'	42-43	N 30°32'38" E	93.23'
14-15	S 89°38'02" W	298.45'	43-44	N 10°22'23" E	71.27'
16-17	N 47°38'41" E	265.00'	44-45	N 20°21'20" W	56.59'
17-18	N 47°23'19" E	150.00'	45-46	N 87°11'58" W	64.83'
18-19	N 11°00'10" W	52.12'	46-47	S 84°26'31" W	44.61'
19-20	N 30°31'20" E	91.00'	47-48	N 77°00'55" W	84.20'
20-21	N 73°28'54" E	121.40'	48-49	N 42°38'40" W	88.51'
21-22	N 19°20'04" E	75.21'	49-50	N 26°58'50" W	56.83'
22-23	N 40°42'38" E	61.03'	50-51	N 03°05'54" E	103.21'
23-24	N 87°54'19" W	55.17'	51-52	N 18°58'01" E	145.80'
24-25	N 31°54'56" W	24.57'	52-53	N 01°23'44" E	96.77'
25-26	N 12°33'43" W	43.59'	53-54	N 45°07'36" W	70.79'
26-27	N 03°46'47" E	78.56'	54-55	N 76°26'57" W	89.77'
27-28	N 57°10'20" W	101.64'	55-56	N 39°48'08" W	53.96'
28-29	N 58°18'28" W	129.77'	56-57	N 53°28'10" W	123.80'
29-30	N 15°12'28" W	42.20'	57-2	N 01°02'53" W	97.80'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
15-16	880.37'	409.71'	466.02'	N 27°16'45" W

LEGEND

These symbols, abbreviations and notations will be found in the drawing.

- ① CORNER REFERENCE NUMBER
- SUBJECT TRACT PERIMETER LINE
- SUBJECT TRACT - C/A, SULPHUR CREEK
- ROAD CENTERLINE

NOTES

1. THIS DRAWING DOES NOT PURPORT TO REFLECT A BOUNDARY SURVEY OF SUBJECT TRACT. THIS DRAWING IS FOR REFERENCE ONLY.



Surveying • Mapping • Consulting

118 Main Street, Vincennes, IN 47591
 Office: 812-886-4254
 www.providencefg.com





ADDITIONAL PICTURES































































CORPORATE HEADQUARTERS

950 North Liberty Dr.
Columbia City, IN 46725

800-451-2709

www.SchraderAuction.com