

*Cover page for:*

# **Preliminary Title Insurance Schedules** **(with copies of recorded exception documents)**

*Preliminary title insurance schedules prepared by:*

**Abstract & Title of Putnam County, Inc.**

**File Number: G25-06002C (Revision No. 3)**

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## **Auction Tracts 1 - 5**

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**Note:** The tracts identified in the attached preliminary title insurance schedules ("Title Tracts") are correlated to the Auction Tracts as follows:

<b>Title Tract:</b>	<b>Auction Tract(s):</b>
A	4 & 5
B	3
C	1 & 2

*For September 9, 2025 auction to be conducted by:*

**Schrader Real Estate and Auction Company, Inc.**

*On behalf of:*

**Britton Farms, Inc., et al.**



# Fidelity National Title Insurance Company

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

Issuing Agent: Abstract & Title of Putnam County, Inc.  
 Issuing Office: 50 N. Jackson Street, Greencastle, IN 46135  
 Issuing Office's ALTA® Registry ID:  
 Commitment No.: G25-06002C  
 Issuing Office File No.: G25-06002C  
 Property Address: Multiple Properties, Roachdale, IN 46172  
 Revision No.: Revision 3 9/5/25tb

### SCHEDULE A

1. Commitment Date: June 5, 2025 at 08:00 AM
2. Policy to be issued:
  - a. 2021 ALTA Owner's Policy (07/01/2021)
    - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner
    - Proposed Amount of Insurance: \$100,000.00
    - The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is:
  - Fee Simple
4. The Title is, at the Commitment Date, vested in:
  - Britton Farms Inc. (Parcel A)
  - Britton Farms, Inc. (Parcel B, C)
5. The Land is described as follows:
  - SEE EXHIBIT A ATTACHED HERETO

Abstract & Title of Putnam County, Inc.  
 Issued at Greencastle, IN 46135

By: \_\_\_\_\_  
 Authorized Officer or Agent ms

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ALTA Commitment for Title Insurance (7-1-21)

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G25-06002C



# Fidelity National Title Insurance Company

## SCHEDULE B, PART I - REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. Warranty Deed from Britton Farms Inc to Purchaser with contractual rights under a purchase agreement with the vested owner.
5. The Proposed Policy Amount(s) must be modified to the full value of the estate or interest being insured, and any additional premium must be paid. The Proposed Policy Amount for an owner's policy should reflect the contract sales price unless the Company is furnished with a current appraisal indicating a different value. The Proposed Policy Amount for a loan policy will not be issued for an amount less than the principal amount of the mortgage debt or no more than 20% in excess of the principal debt in order to cover interest, foreclosure costs, etc. Proposed Policy Amount(s) will be revised, and premiums will be charged per the Company's Rate Manual then in effect when the final amounts of insurance are approved.
6. The proposed transaction will be considered a split by the Putnam County Auditor and a new tax parcel number assigned to the insured tract. Due to the split, the Putnam County Auditor requires a Split Sheet Form be completed. A drawing of the property lines and information concerning the location of any and all improvements to the real estate described in Schedule A herein are also required. The Split Sheet Form and drawing are not recorded but rather are filed with the Auditor's office. They must be filed before the deed can be recorded. (Tract A)
7. Evidence of record that Britton Farms, Inc. is one and the same as Britton Farms Inc.
8. Effective July 1, 1993, buyers and sellers of real estate must complete a typed Disclosure of Sales Information form prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5. The disclosure form is not recorded but rather is filed with the Auditor's office. The disclosure form must be filed before the deed can be recorded.
9. Pursuant to I.C.36-2-11-15, all documents to be recorded must contain the required affirmation statement to be accepted for recording.

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## SCHEDULE B - PART I

(Continued)

10. Payment and release of record of the following:  
Mortgage from Britton Farms Inc to Farm Credit Mid-America, FLCA, a corporation, dated June 28, 2016, recorded June 28, 2016, as Instrument No. 2016002875, in the office of the Recorder of Putnam County, Indiana. Said mortgage securing the original principal sum of \$ [REDACTED].
11. We must be furnished a certificate(s) from the town or company supplying water and/or sewer utilities certifying that there are no unpaid charges affecting the insured real estate.
12. The Company requires an Indemnity and Hold Harmless Agreement from the Buyer and Seller regarding any consequences of the deed transfer creating a split of the existing tax parcel, i.e. informal subdivision.
13. Concerning any party to the transaction that constitutes a business or other entity, documentation must be furnished, in form and content acceptable to Abstract & Title, that provides proof of the authority of the individual(s) who will execute closing-related documents on behalf of the entity. This may include, by way of example, a copy of corporate By-Laws, a limited liability company Operating Agreement, or a partnership agreement, and/or an entity resolution document executed by appropriate entity personnel.
14. We must be furnished a Certificate of Existence from the Secretary of State of Indiana attesting the current good standing of Britton Farms, Inc.
15. Vendor's Affidavit.
16. Proof of identification will be required at settlement.
17. If the Company provides settlement services for the contemplated transaction, IC 27-7-3-22 requires that each party to the transaction obtain a Closing Protection Letter at a cost filed with the Indiana Department of Insurance.
18. Section I.C. 27-7-3.6 requires the collection of a \$5 fee from the purchaser of each title policy issued in conjunction with a closing occurring on or after July 1, 2006.

NOTE: I.C. 27-7-3-7 requires funds deposited into an escrow account of a closing agent in amounts of \$10,000 or more to be in the form of wired funds. Funds in amounts less than \$10,000 may be deposited in the form of cash, wired funds cashier's check, check on the account of another closing agent, or check drawn on account of a licensed real estate broker. Personal check in excess of \$500.00 will not be accepted.

NOTE: Judgment search has been made against Britton Farms, Inc. for ten years last past. (FIND NONE).

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**SCHEDULE B, PART II - EXCEPTIONS**

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

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

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

7. Taxes for 2024 due and payable in 2025, plus any penalties and interest which may accrue, and all taxes thereafter.

Assessed in Franklin Township  
 Key No 002-500170-00 (Tract A) (assessed with other land)  
 State No 67-02-12-400-010.000-005

2024 installment due in May 2025 in the amount of \$2,673.25 PAID  
 2024 installment due in November 2025 in the amount of \$2,673.25 PAID

NOTE: No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

NOTE: The permanent key numbers are provided for information only. The Company neither guarantees nor insures the accuracy or completeness thereof. You are advised that you should not rely upon these numbers and should independently verify the accuracy thereof.

NOTE: If the May 2025 tax installment is indicated as unpaid, it may be due to May installment payments not yet having been posted by the Treasurer's office. The Company will confirm the status of the May installment prior to closing.

NOTE: New parcel number will be: Key No. 002-500170-03 / State No. 67-02-12-400-010.003-005

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## SCHEDULE B - PART II

(Continued)

8. Taxes for 2024 due and payable in 2025, plus any penalties and interest which may accrue, and all taxes thereafter.

Assessed in Franklin Township

Key No 002-500492-00 (Tract B)

State No 67-02-12-300-014.000-005

Land \$135,400.00; Improvements \$0.00; Exemption \$0

2024 installment due in May 2025 in the amount of \$1,149.07 PAID

2024 installment due in November 2025 in the amount of \$1,149.07 PAID

NOTE: No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

NOTE: The permanent key numbers are provided for information only. The Company neither guarantees nor insures the accuracy or completeness thereof. You are advised that you should not rely upon these numbers and should independently verify the accuracy thereof.

NOTE: If the May 2025 tax installment is indicated as unpaid, it may be due to May installment payments not yet having been posted by the Treasurer's office. The Company will confirm the status of the May installment prior to closing.

9. Taxes for 2024 due and payable in 2025, plus any penalties and interest which may accrue, and all taxes thereafter.

Assessed in Franklin Township

Key No 002-500500-00 (Tract C)

State No 67-02-14-100-005.000-005

Land \$140,000.00; Improvements \$0.00; Exemption \$0

2024 installment due in May 2025 in the amount of \$1,188.11 PAID

2024 installment due in November 2025 in the amount of \$1,188.11 PAID

NOTE: No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

NOTE: The permanent key numbers are provided for information only. The Company neither guarantees nor insures the accuracy or completeness thereof. You are advised that you should not rely upon these numbers and should independently verify the accuracy thereof.

NOTE: If the May 2025 tax installment is indicated as unpaid, it may be due to May installment payments not yet having been posted by the Treasurer's office. The Company will confirm the status of the May installment prior to closing.

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## SCHEDULE B - PART II

(Continued)

10. Taxes for 2024 due and payable in 2025, plus any penalties and interest which may accrue, and all taxes thereafter.  
Assessed in Franklin Township  
Key No 002-500270-00 (Tract C)  
State No 67-02-13-200-001.000-005  
Land \$198,000.00; Improvements \$0.00; Exemption \$0  
2024 installment due in May 2025 in the amount of \$1,680.32 PAID  
2024 installment due in November 2025 in the amount of \$1,680.32 PAID  
NOTE: No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.  
NOTE: The permanent key numbers are provided for information only. The Company neither guarantees nor insures the accuracy or completeness thereof. You are advised that you should not rely upon these numbers and should independently verify the accuracy thereof.  
NOTE: If the May 2025 tax installment is indicated as unpaid, it may be due to May installment payments not yet having been posted by the Treasurer's office. The Company will confirm the status of the May installment prior to closing.
11. Putnam County Drainage System and any assessments thereto. (OWNERS POLICY ONLY)
12. Assessments for water and/or sewer utilities. (OWNERS POLICY ONLY)
13. Intentionally Deleted
14. This policy does not insure the accuracy of the quantity of land appearing on the legal description as shown on commitment.
15. Taxes and assessments which are not yet due and payable.
16. Rights of the public, State of Indiana, County and Municipality in and to that part of the premises taken or used for road purposes.
17. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
18. Possible easement for any legal drains and/or ditches and incidental rights affecting the subject real estate.
19. Declaration of Paid in Capital recorded May 24, 1963, in [Book 31, page 490](#), as amended or supplemented in the Office of the Recorder of Putnam County, Indiana.
20. Easement for Utility/Municipality recorded on October 18, 1939 as [Book 16, page 361](#) in the Office of the Recorder of Putnam County, Indiana.
21. Pipeline Easement recorded on October 6, 1949 as [Book 24, page 116](#) in the Office of the Recorder of Putnam County, Indiana.
22. Easement for Pipeline/Rectifier Station recorded on October 6, 1975 as [Book 45, page 384](#) in the Office of the Recorder of Putnam County, Indiana.

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## SCHEDULE B - PART II

(Continued)

23. Ingress and Egress and Utility Easement and Drainage Easements as disclosed in Corporate Quit Claim Deed recorded on May 11, 2004 as Instrument No. [2004003324](#) in the Office of the Recorder of Putnam County, Indiana.
24. Natural Gas Line Easement recorded on August 4, 2011 as Instrument No. [2011003532](#) in the Office of the Recorder of Putnam County, Indiana.
25. Articles of Incorporation recorded May 24, 1963 as [Book 31, page 490](#) in the Office of the Recorder of Putnam County, Indiana.
26. Survey recorded March 15, 1999 as [Book 114, page 731](#) in the Office of the Recorder of Putnam County, Indiana.
27. Survey recorded April 29, 1999 as [Book 115, page 253](#) in the Office of the Recorder of Putnam County, Indiana.
28. The Company may make additional requirements or exceptions upon its ascertaining further details of the transaction or its review of the documents creating the interest to be insured.

NOTE: The Indiana statutes prohibit ownership of certain real property by certain foreign parties. The specific statutory language can be found at Indiana Code § 1-1-16-1, et seq. and IC 32-22-3-1, et seq. ("the Acts"). Any loss or damage resulting from a violation of the Acts is excluded under the terms of the Policy.

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G25-06002C



# Fidelity National Title Insurance Company

## EXHIBIT A

The Land is described as follows:

TRACT A:

A PART OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 16 NORTH, RANGE 4 WEST, BOUNDED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12, TOWNSHIP AND RANGE AFORESAID, RUNNING THENCE NORTH WITH THE COUNTY ROAD 46 RODS; THENCE EAST 20 RODS; THENCE SOUTH 46 RODS; THENCE WEST 20 RODS TO THE PLACE OF BEGINNING, CONTAINING 5 3/4 ACRES.

EXCEPTING THEREFROM:

PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 16 NORTH, RANGE 4 WEST OF THE SECOND PRINCIPAL MERIDIAN IN FRANKLIN TOWNSHIP, PUTNAM COUNTY, INDIANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A REBAR MARKING THE NORTHWEST CORNER OF SAID QUARTER QUARTER SECTION; THENCE SOUTH 00 DEGREES 03 MINUTES 55 SECONDS WEST (GRID BEARING-INDIANA STATE PLANE COORDINATE SYSTEM WEST ZONE) ALONG THE WEST LINE OF SAID QUARTER QUARTER SECTION 857.20 FEET TO A MAG NAIL WITH WASHER STAMPED "KRUSE CONSULT FIRM 78" (HEREINAFTER "KRUSE NAIL") AT THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 53 MINUTES 05 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION 310.00 FEET TO A REBAR WITH PLASTIC CAP STAMPED "KRUSE CONSULT FIRM NO 78" (HEREINAFTER "KRUSE REBAR"); THENCE SOUTH 00 DEGREES 03 MINUTES 55 SECONDS WEST PARALLEL WITH SAID WEST LINE 455.00 FEET TO A KRUSE REBAR ON SAID SOUTH LINE; THENCE NORTH 89 DEGREES 53 MINUTES 05 SECONDS WEST ALONG SAID SOUTH LINE 310.00 FEET TO A KRUSE NAIL AT THE SOUTHWEST CORNER OF SAID QUARTER QUARTER SECTION; THENCE NORTH 00 DEGREES 03 MINUTES 55 SECONDS EAST ALONG SAID WEST LINE 455.00 FEET TO THE POINT OF BEGINNING. CONTAINING 3.24 ACRES, MORE OR LESS.

ALSO:

A PART OF THE SOUTHEAST QUARTER OF SECTION 12 IN TOWNSHIP 16 NORTH, RANGE 4 WEST, BOUNDED AS FOLLOWS, TO WIT:

COMMENCING AT THE NORTHWEST CORNER THEREOF; THENCE SOUTH ON THE WEST LINE THEREOF 8 CHAINS AND 25 LINKS; THENCE EAST PARALLEL WITH THE NORTH LINE THEREOF 24 CHAINS AND 24 LINKS THENCE NORTH AT RIGHT ANGLES 8 CHAINS AND 25 LINKS TO THE NORTH LINE THEREOF; THENCE WEST ON SAID LINE 24 CHAINS AND 24 LINKS TO THE PLACE OF BEGINNING, CONTAINING 20 ACRES.

EXCEPTING THEREFROM:

PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 16 NORTH, RANGE 4 WEST OF THE SECOND PRINCIPAL MERIDIAN IN FRANKLIN TOWNSHIP, PUTNAM COUNTY, INDIANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A REBAR MARKING THE NORTHWEST CORNER OF SAID QUARTER QUARTER SECTION; THENCE NORTH 89 DEGREES 58 MINUTES 38 SECONDS EAST (GRID BEARING-INDIANA STATE PLANE COORDINATE SYSTEM WEST ZONE) ALONG THE NORTH LINE OF SAID QUARTER QUARTER SECTION 300.00 FEET TO A REBAR WITH PLASTIC CAP STAMPED "KRUSE CONSULT FIRM NO 78" (HEREINAFTER "KRUSE REBAR"); THENCE SOUTH 00 DEGREES 03 MINUTES 55 SECONDS WEST PARALLEL WITH THE

## EXHIBIT A

(Continued)

WEST LINE OF SAID QUARTER QUARTER SECTION 150.00 FEET TO A KRUSE REBAR; THENCE SOUTH 89 DEGREES 58 MINUTES 38 SECONDS WEST PARALLEL WITH SAID NORTH LINE 300.00 FEET TO A MAG NAIL WITH WASHER STAMPED "KRUSE CONSULT FIRM 78" ON SAID WEST LINE; THENCE NORTH 00 DEGREES 03 MINUTES 55 SECONDS EAST ALONG SAID WEST LINE 150.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1.03 ACRES, MORE OR LESS.

ALSO:

A PART OF SAID SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 16 NORTH, RANGE 4 WEST, BOUNDED AS FOLLOWS, TO WIT:

COMMENCING 5 CHAINS EAST OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE NORTH 11 CHAINS AND 50 LINKS; THENCE EAST PARALLEL WITH THE SOUTH LINE THEREOF 16 CHAINS AND 97 LINKS; THENCE SOUTH PARALLEL WITH THE EAST LINE THEREOF 13 CHAINS AND 95 LINKS; THENCE WEST 1 CHAIN AND 97 LINKS TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE NORTH ON SAID LINE 2 CHAINS AND 45 LINKS TO THE NORTHEAST CORNER OF SAID QUARTER QUARTER; THENCE WEST ON THE NORTH LINE THEREOF 15 CHAINS TO THE PLACE OF BEGINNING, CONTAINING 20 ACRES, MORE OR LESS.

ALSO:

A PART OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 16 NORTH, RANGE 4 WEST, IN FRANKLIN TOWNSHIP, PUTNAM COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON PIN AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 16 NORTH, RANGE 4 WEST, THENCE EAST ( ASSUMED BEARING FOR THIS DESCRIPTION) 1599.84 FEET WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER TO A 5/8 INCH REBAR AT THE NORTHEAST CORNER OF A 20 ACRE TRACT DESCRIBED IN DEED RECORD 115, PAGE 79, IN THE OFFICE OF THE RECORDER OF PUTNAM COUNTY, INDIANA; THENCE SOUTH 00 DEGREES 05 MINUTES 46 SECONDS WEST 544.50 FEET, PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER, TO THE SOUTHEAST CORNER OF SAID 20 ACRE TRACT, AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 00 DEGREES 05 MINUTES 46 SECONDS WEST 937.14 FEET TO A 5/8 INCH REBAR IN THE CENTER OF COUNTY ROAD 1225 NORTH; THENCE SOUTH 89 DEGREES 09 MINUTES 41 SECONDS WEST 149.86 FEET WITH SAID ROAD CENTERLINE; THENCE NORTH 00 DEGREES 05 MINUTES 46 SECONDS EAST 939.34 FEET TO THE SOUTH LINE OF THE AFOREMENTIONED 20 ACRE TRACT; THENCE EAST 149.84 FEET WITH SAID SOUTH LINE TO THE POINT OF BEGINNING, CONTAINING 3.23 ACRES, MORE OR LESS.

ALSO:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 12 – TOWNSHIP 16 NORTH – RANGE 4 WEST OF THE SECOND PRINCIPAL MERIDIAN, PUTNAM COUNTY, INDIANA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST-WEST CENTERLINE OF SAID SECTION 12 AS BEARING NORTH 89 DEGREES 26 MINUTES 48 SECONDS WEST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO. COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 12; THENCE ON AND ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 12, NORTH 89 DEGREES 26 MINUTES 48 SECONDS WEST 1177.23 FEET TO A 5/8 INCH REBAR WITH CAP (HEREIN CALLED "MONUMENT"), SAME BEING THE POINT OF BEGINNING; THENCE CONTINUING ON AND ALONG SAID EAST-WEST CENTERLINE, NORTH 89 DEGREES 26 MINUTES 48 SECONDS WEST 100.00 FEET TO A MONUMENT AT THE SOUTHEAST CORNER OF FAIRVIEW ADDITION PLAT "A", AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 5, PAGE 410, RECORDS OF SAID COUNTY; THENCE ON AND ALONG THE EAST LINE OF SAID FAIRVIEW ADDITION PLAT "A", NORTH 00 DEGREES 23 MINUTES 59 SECONDS EAST 541.47 FEET TO THE CENTERLINE OF MAPLE STREET IN SAID FAIRVIEW ADDITION; THENCE ON AND ALONG THE EASTERLY EXTENSION OF THE CENTERLINE OF SAID MAPLE STREET, SOUTH 89 DEGREES 24 MINUTES 01 SECONDS EAST 100.00 FEET; THENCE, SOUTH 00 DEGREES 23 MINUTES 59 SECONDS WEST 541.39 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED PARCEL CONTAINS 1.24 ACRES AND IS SUBJECT TO ALL EASEMENTS AND RIGHT-OF WAY OF RECORD.

ALSO: SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS, AND UTILITY PURPOSES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 12 – TOWNSHIP 16 NORTH- RANGE 4 WEST OF THE SECOND PRINCIPAL MERIDIAN, PUTNAM COUNTY, INDIANA MORE PARTICULARLY

## EXHIBIT A

(Continued)

### DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST-WEST CENTERLINE OF SAID SECTION 12 AS BEARING NORTH 89 DEGREES 26 MINUTES 48 SECONDS WEST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO. COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 12; THENCE ON AND ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 12, NORTH 89 DEGREES 26 MINUTES 48 SECONDS WEST 495.00 FEET TO A 5/8 INCH REBAR WITH CAP (HEREIN CALLED "MONUMENT") AT THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN INSTRUMENT NO. 2003010325, RECORDS OF SAID COUNTY; THENCE CONTINUING ON AND ALONG SAID EAST-WEST CENTERLINE, NORTH 89 DEGREES 26 MINUTES 48 SECONDS WEST 682.23 FEET TO A POINT; THENCE, NORTH 00 DEGREES 23 MINUTES 59 SECONDS EAST 541.39 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE CENTERLINE OF MAPLE STREET, AS PER THE PLAT OF FAIRVIEW ADDITION PLAT "A", RECORDED IN PLAT BOOK 5, PAGE 410, RECORDS OF SAID COUNTY, SAME BEING THE POINT OF BEGINNING; THENCE ON AND ALONG SAID EASTERLY EXTENSION, NORTH 89 DEGREES 24 MINUTES 01 SECONDS WEST 100.00 FEET TO THE EAST LINE OF SAID FAIRVIEW ADDITION; THENCE ON AND ALONG SAID EAST LINE, SOUTH 00 DEGREES 23 MINUTES 59 SECONDS WEST 25.00 FEET TO A MONUMENT ON THE SOUTH RIGHT-OF-WAY OF SAID MAPLE STREET; THENCE ON AND ALONG THE EASTERLY EXTENSION OF SAID SOUTH RIGHT-OF-WAY, SOUTH 89 DEGREES 24 MINUTES 01 SECONDS EAST 100.00 FEET; THENCE, NORTH 00 DEGREES 23 MINUTES 59 SECONDS EAST 25.00 FEET TO THE POINT OF BEGINNING.

### ALSO:

LOT NUMBERED TWO (2) IN MINOR PLAT #25-024 DATED JULY 30, 2025 AND RECORDED AUGUST 28, 2025 AS INSTRUMENT NUMBERED 2025003841 IN THE OFFICE OF THE RECORDER OF PUTNAM COUNTY, INDIANA.

### TRACT B:

The Southwest Quarter of the Southwest Quarter of Section 12, Township 16 North, Range 4 West, containing 40 acres, more or less.

### ALSO:

All that part of the Southeast Quarter of the Southwest Quarter of Section 12, Township 16 North, Range 4 West, lying and being immediately West of the right-of-way of the L.N.A.Y.C.R.R. (now the Chicago, Indianapolis, and Louisville Railway Company), and containing 14 acres, more or less.

### EXCEPT:

A part of the Southwest Quarter of Section 12, Township 16 North, Range 4 West of the Second Principal Meridian, more particularly described to-wit:

Beginning at a point on the South line of Section 12, Township 16 North, Range 4 West, which point is 1210.5 feet East of the Southwest corner of the Southwest Quarter of said Section 12; thence North 0 degrees 29 minutes East 438.0 feet; thence North 47 degrees 10 minutes 20 seconds East 23.35 feet; thence South 61 degrees 09 minutes 20 seconds East 110.4 feet; thence South 89 degrees 50 minutes 20 seconds East 396.0 feet to the West right-of-way of the L & N Railroad; thence with said West right-of-way line South 04 degrees 56 minutes West 401.0 feet to the South line of said Section 12; thence West (bearing assumed from which prior bearings were computed) along said South line 479.2 feet to the point of beginning, containing 4.62 acres, more or less.

### TRACT C (2 PARCELS):

A part of Sections 13 and 14 in Township 16 North, Range 4 West, described as follows, to-wit: Beginning at the Northwest Corner of the East Half of the Northeast Quarter of Section 14; thence Running East on the North line of said Sections 14 and 13, a distance of 3004 feet to the West line of the right of way of the Chicago, Indianapolis and Louisville Railway; thence South 10 degrees and 30 minutes West with said right of way line, a distance of 2664 feet to the South line of the Northwest Quarter of said Section 13; thence West on said line 120 feet, to the Southwest Corner of the East Half line of the Northwest Quarter of said Section 13; thence North on the West line of said Half Quarter Section 660 feet, to a stone; thence West 2654 feet to a stone on the West line of the East Half of the Northeast Quarter of Section 14; thence North with said line, 1983 feet and 9 inches to the place of

## EXHIBIT A

(Continued)

beginning, containing 135.24 acres.

### EXCEPT:

A tract of land located in the Northeast Quarter of Section 14, Township 16 North, Range 4 West, Franklin Township, Putnam County, Indiana, more particularly described as follows:

Commencing at the Northeast Corner of Section 14. Township 16 North, Range 4 West; thence Westerly along the center line of an East-West gravel road which is the North line of Section 14 for a distance of 450 feet to the place of beginning, thence continuing Westerly along the center line of said East-West gravel road for a distance of 600 feet; thence Southerly and parallel to the East line of Section 14 for a distance of 600 feet; thence Easterly and parallel to the North line of Section 14 for a distance of 600 feet; thence Northerly and parallel to the East line of Section 14 for a distance of 600 feet to the place of beginning, containing 8.264 acres, more or less.

### ALSO EXCEPT:

Part of the East Half of the Northwest Quarter of Section 13, Township 16 North, Range 4 West of the Second Principal Meridian, Putnam County, Indiana, described as follows:

Commencing at a PK nail marking the southwest corner of said Section 13; thence North 00 degrees 03 minutes 00 seconds East (assumed bearing) along the west line of said Section (as defined by a PK nail marking the northwest corner of said Northwest Quarter at a distance of 5293.76 feet) a distance of 3314.52 feet to the northwest corner of the 64.49-acre parcel described in a Corporate Warranty deed recorded as Instrument Number 2002011099 in the Office of the Recorder of said Putnam County; thence South 89 degrees 38 minutes 13 seconds East parallel with the south line of said Northwest Quarter a distance of 1317.38 feet to the northeast corner of said 64.49-acre parcel and the Point of Beginning, said point being on the west line of said East Half of the Northwest Quarter; thence continuing South 89 degrees 38 minutes 13 seconds East parallel with said south line a distance of 194.94 feet to a 5/8-inch rebar with cap stamped "KRUSE CONSULT FIRM NO. 78" on the west line of the Chicago, Indianapolis and Louisville Railroad; thence South 05 degrees 01 minute 41 seconds West along said line a distance of 699.85 feet to said south line of the Northwest Quarter; thence North 89 degrees 38 minutes 13 seconds West along said south line a distance of 136.13 feet to the southwest corner of said East Half of the Northwest Quarter and the east line of said 64.49-acre parcel; thence North 00 degrees 00 minutes 31 seconds West along the west line of said East Half a distance of 667.65 feet to the Point of Beginning. Containing 2.54 acres, more or less.

19  
+  
25

2011 ✓

DECLARATION OF PAID-IN CAPITAL  
OF  
BRITTON FARMS, INC.

The undersigned directors of Britton Farms, Inc. (Britton Farms, Inc. (hereinafter referred to as the "Corporation"), which exists pursuant to the provisions of The Indiana General Corporation Act, as amended, desiring to perform all conditions precedent required by the Act to entitle the Corporation to transact business and incur indebtedness, certify the following facts:

1. The undersigned constitute not less than a majority of the \_\_\_\_\_ members of the Board of Directors of the Corporation.
2. Article VIII of the Articles of Incorporation of the Corporation provides that the amount of Paid-In Capital with which the Corporation is beginning business is \$1,000.00.
3. Such amount of capital has been fully paid in.

IN WITNESS WHEREOF, the undersigned directors execute this Declaration of Paid-In Capital and certify to the truth of the facts herein stated, this 6th day of May, 1963.

Ray W. Britton  
(Written Signature)  
Ray W. Britton  
(Printed Signature)

Louise Britton  
(Written Signature)  
Louise Britton  
(Printed Signature)  
Theodore Ray Britton  
(Written Signature)  
Theodore Ray Britton  
(Printed Signature)

NOTARY PUBLIC

COUNTY OF FURMAN, SS:

I, the undersigned, a Notary Public duly commissioned to take acknowledgments and administer oaths in the State of Indiana, certify that Ray W. Britton, Louise Britton and Theodore Ray Britton, the directors executing the foregoing Declaration of Paid-In Capital, personally appeared before me; acknowledged the execution thereof; and swore to the truth of the facts therein stated.

WITNESS my hand and Notarial Seal this 6th day of March, 1963.

My commission expires March 8, 1967. (SRAL)

Richard Baby  
(Written Signature)  
Richard Baby  
(Printed Signature)  
Notary Public

Recorded May 15, 1963. 10:05 A. M. Lawrence L. Sheaffer R. M. Co.)

Received for recording this 24th day of May, 1963 at 3:30 P. M.

*Carrie Miller*

RECORDER

2012 ✓ (APPROVED AND FILED  
MAY 6 1963  
(Charles O. Hendricks)  
(Secretary of State of Indiana)

ARTICLES OF INCORPORATION  
OF  
BRITTON FARMS, INC.

The undersigned incorporators, desiring to form a corporation (hereinafter referred to as the "Corporation") pursuant to the provisions of The Indiana General Corporation Act, as amended, (hereinafter referred to as the "Act"), execute the following Articles of Incorporation.

ARTICLE I.  
Name

The name of the Corporation is Britton Farms, Inc.

ARTICLE II  
Purposes

The purposes for which the Corporation is formed are:

Section 1. To engage in the general business of farming, dairying, truck and market gardening, and to carry on all business incident thereto or connected therewith.

Section 2. To purchase, own, improve, equip, operate and manage farms and engage in any agricultural pursuit or undertaking.

Section 3. To enter into crop leases; to convey or otherwise dispose of property, real and personal, tangible and intangible; to borrow money, and to sign mortgages to secure such indebtedness.

ARTICLE III  
Term of Existence

The period during which the Corporation shall continue is indefinite and perpetual.

ARTICLE IV  
Principal Office and Resident Agent

The post-office address of the principal office of the Corporation is R. R. 1, Roachdale, Indiana; and the name and post-office address of its Resident Agent in charge of such office is Ray W. Britton, R. R. 1, Roachdale, Indiana.

ARTICLE V  
Amount of Capital Stock

The total number of shares into which the authorized capital stock of the Corporation is divided is 600 shares consisting of \_\_\_\_\_ shares with the par value of \$1,000.00 per share, and no shares without par value.

ARTICLE VI  
Terms of Capital Stock

Section 1. All stock issued shall be common stock.  
Section 2. The corporation will commence business by issuing 500 shares of the capital stock for cash at \$1,000.00 per share. Without action of the shareholders, the remaining shares of stock may be issued by the Corporation from time to time for such consideration as may be fixed from time to time by the board of directors hereof, and any and all shares of stock so issued, the full consideration for which has been paid or delivered, shall be deemed full-paid stock, and not liable to any further call or assessment thereon, and the holder of such shares shall not be liable for any further payment thereon.

Section 3. The holders from time to time of the capital stock of the Corporation shall have the right to purchase, at such prices and upon such terms as may be determined by the board of directors, such of the shares of the capital stock of the Corporation as may hereafter be issued, in the respective ratios which the number of shares held by each shareholder bears to the total number of shares issued and outstanding.

ARTICLE VII  
Voting Rights of Capital Stock

Section 1. The stockholders entitled to vote at Stockholders' Meetings shall have one vote for each share of common stock held by them.

ARTICLE VIII  
Paid-in Capital

The amount of paid-in capital, with which the Corporation is beginning business, is \$1,000.00.

ARTICLE IX  
Data Respecting Directors

Section 1. Number. The number of Directors constituting the Board of Directors shall be three (3).

Section 2. Qualifications. Directors shall all be shareholders of the Corporation. A majority of the Directors at any time shall be citizens of the United States.

ARTICLE X  
Further Data Respecting Directors

Section 1. Names and Post-Office Addresses. The names and post-office addresses of the first Board of Directors of the Corporation are as follows:

Name	Number and Street or Building	City	Zone	State
Ray W. Britton	R.R. 1	Roachdale,		Indiana
Emile Britton	R.R. 1	Roachdale,		Indiana
Theodore Ray Britton	R.R. 1	Roachdale,		Indiana

Section 2. Citizenship. All of such Directors are citizens of the United States.

ARTICLE XI  
Data Respecting Incorporators

Section 1. Names and Post-Office Addresses. The names and post-office addresses of the incorporators of the Corporation are as follows:

<u>Name</u>	<u>Number and Street or Building</u>	<u>City</u>	<u>Zone</u>	<u>State</u>
Ray W. Britton	R. R. 1	Roachdale,		Indiana
Louise Britton	R. R. 1	Roachdale,		Indiana
Theodore Ray Britton	R. R. 1	Roachdale,		Indiana

Section 2. Age and Citizenship. All of such incorporators are of lawful age; and all of such incorporators are citizens of the United States.

Section 3. Compliance with Provisions of Sections 15 and 16 of the Act. The undersigned incorporators hereby certify that the person or persons intending to form the Corporation first caused lists for subscriptions to the shares of the capital stock of the Corporation to be opened at such time and place as he or they determined; when such subscriptions had been obtained in an amount not less than \$1,000, such person or persons, or a majority of them, called a meeting of such subscribers for the purpose of designating the incorporators and of selecting the first Board of Directors; the incorporators so designated are those named in Section 1 of this Article; and the Directors so elected are those named in Section 1 of Article X.

ARTICLE XIII  
Provisions for Regulation of Business and Conduct  
of Affairs of Corporation

Section 1. Amendment of Articles of Incorporation. Amendments to these Articles of Incorporation shall require the affirmative votes of the holders of two-thirds of the outstanding shares entitled to vote.

IN WITNESS WHEREOF, the undersigned, being all of the incorporators designated in Article XI, execute these Articles of Incorporation and certify to the truth of the facts herein stated, this 6th day of May, 1963.

Ray W. Britton  
(Written Signature)  
Ray W. Britton  
(Printed Signature)  
Louise Britton  
(Written Signature)  
Louise Britton  
(Printed Signature)  
Theodore Ray Britton  
(Written Signature)  
Theodore Ray Britton  
(Printed Signature)

STATE OF INDIANA

COUNTY OF FULTON, SS:

I, the undersigned, a Notary Public duly commissioned to take acknowledgments and administer oaths in the State of Indiana, certify that Ray W. Britton, Louise Britton and Theodore Ray Britton, being all of the incorporators referred to in Article XI of the foregoing Articles of Incorporation, personally appeared before me; acknowledged the execution thereof; and swore to the truth of the facts therein stated.

WITNESS my hand and Notarial Seal this 6th day of May, 1963.

My commission expires March 8, 1967. (SEAL)

Richard Haby  
(Written Signature)  
Richard Haby  
(Printed Signature)  
Notary Public

This instrument was prepared by Robert E. Millien, Attorney-at-Law.  
(Recorded May 15, 1963 10:00 A. M. Lawrence L. Sheaffer R. M. Co.)  
Received for recording this 28th day of May, 1963 at 3:23 P. M.

*Carrie Miller* RECORDED

STATE OF INDIANA | COUNTY OF PUTNAM | SEC: | DATE: 1939 | PAGE: 2

KNOW ALL MEN BY THESE PRESENTS, that I, John J. Cook, husband of the aforesaid county and state, grantor, in consideration of the receipt of cash and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto the Jarke County Rural Electric Membership Association, grantee, its successors and assigns, the right and easement to enter upon the premises hereinafter mentioned, to-wit:

A tract of about 155 acres situated in Part II of the quarter of sec. 13; and approx. W<sup>1/2</sup> of the NE quarter of sec. 17, both in Twp. 36 N., R. Range 4 W., in Putnam county, Indiana, about 1 1/2 miles or less from town of Hancock, Ind., and lying between the farm of \_\_\_\_\_ hereinafter mentioned on the farm E. R. on the east, and to place, construct, operate, maintain, repair and otherwise exercise and discharge all streets, roads and highways and all electric transmission or distribution line or system, of any kind, power, light and telephone lines and shrubbery to the extent necessary to carry and maintain the line of system free and clear therefrom, and to cut down free trees to clear all poles, towers, leaning or dangerous trees that are tall and near enough to strike the wires of such lines should fall.

In granting this easement, it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, as long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the lands in which this easement is granted and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

The aforesaid easement includes the right as aforesaid to enter upon the said land, with the necessary tools and equipment, to do the acts mentioned. Reservation of the full and undisturbed enjoyment of said land insofar as it shall not interfere with the easements hereby granted is hereby expressly made.

IN WITNESS WHEREOF, this document is signed on the 10th day of October, 1939.  
John J. Cook

STATE OF INDIANA, COUNTY OF PUTNAM, SS:  
Before me, the undersigned notary public, in and for said county and state on the 10th day of October, 1939, personally appeared John J. Cook as duly acknowledged the execution of foregoing consent.  
Notary Public

My commission expires:  
April 26, 1942. (SMAL)  
Recorded October 18, 1939, at 4:15 P.M. Recorder. ✓

STATE OF INDIANA | COUNTY OF PUTNAM | SEC: | DATE: 1939 | PAGE: 2

KNOW ALL MEN BY THESE PRESENTS, that I, Isabel Barnison, wife of the aforesaid county and state, grantor, in consideration of the undertaking to construct and operate a system to distribute electricity to rural residents of said county and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto the Jarke County Rural Electric Membership

21

#7564  
FORM 2569 (Ohio-Indiana)

R/W 1097-59 rds. ck. # 26581  
1100-127 rds.  
1152 30 rds.  
rds. Total 216

FOR AND IN CONSIDERATION OF Two Hundred Sixteen and no/100 Dollars, to us in hand paid, the receipt of which is hereby acknowledged, we Ray W. Britton and Louise Britton, husband and wife do hereby for our selves, our heirs, executors, administrators and assigns, grant and release to THE OHIO OIL COMPANY, its successors and assigns, the right of way to lay, maintain, operate and remove a pipe line, over and through our lands in Township of Franklin & Clark, County of Putnam & Montgomery, State of Indiana bounded and described as follows: Pt. B<sup>1</sup> NE 1/4-60 A. Sec. 14 T 15N, R 4W and SW 1/4 SW 1/4 and W. Pt SE 1/4 SW 1/4 W of R.R. Sec. 12 T 16 N, R. 4W, and SE 1/4 Sec 26 T 17 N., R 2W with ingress and egress to and from the same. The said Grantors to fully use and enjoy the said premises, except for the purposes hereinabove granted to the said THE OHIO OIL COMPANY, which hereby agrees to pay to the then lawful owner(s) any damages caused by it to growing crops or fences by the laying, erecting, maintaining, operating or removing of said pipe, said damages if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantors heirs or assigns, one by the said THE OHIO OIL COMPANY, its successors or assigns, and the third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive.

It is further understood and agreed, that the said THE OHIO OIL COMPANY, its successors or assigns, may at any time or times lay an additional line or lines of pipe alongside the first line, as herein provided, upon the payment of a like consideration for each additional line here laid, and subject to the same rights and conditions. Said Company, its successors and assigns, shall also have the right at any time to change the size of its pipes, upon payment of the damages, if any, to growing crops or fences caused by making such changes.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 15th day of September, 1949

Signed, sealed and delivered in the presence of: Ray W. Britton (SEAL)  
M.K. MacWhorter Louise Britton (SEAL)

STATE OF INDIANA  
COUNTY OF PUTNAM SS:

Before me, a Notary Public in and for said County, personally appeared the above named Ray W. Britton and Louise Britton who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name at Meechdale, Indiana this 15th day of Sept., 1949  
(SEAL) Kather Followell

My Commission expires 1-26-52  
(9.55 Stamps Cancelled.)

Recorded October 6, 1949 at 9:40 A.M.

*Robert Hurst*  
Recorder

22

#3000 RECEIVED FOR RECORD

6 DAY Oct 1975  
11:12 AM

M-1030 384  
Charge: Job 8939 130-1030  
Check No. 41803

Indiana Book 45 Charlotte J. Hull  
Page 384

FUTNAM COUNTY RECORDER  
EASEMENT FOR RECTIFIER STATION

For and in consideration of Two Hundred and No/100 \*\*\*\*\* (\$200.00) and other valuable consideration, the undersigned, hereinafter called GRANTOR, whether one or more, does hereby grant and convey to Marathon Pipe Line Company, a Delaware corporation, its successors and assigns, hereinafter called GRANTEE, the right to construct, maintain, operate and remove a rectifier station for cathodic protection of pipe lines, including underground wires, cables and ground bed and meters in and upon the following described land located in Township of Franklin, County of Futnam, State of Indiana:

J 58

Being a strip of land 20 feet in width beginning at the 22" pipe line located in the NE 1/4 Section 14, T16N, R4W; thence westerly 560 feet parallel to Township Road. Said strip of land contains .28 acres more or less, as more particularly described in the plat attached hereto and made a part hereof.

Including the right of ingress and egress to and from the same.  
Grantor shall fully use and enjoy said premises except for the purposes hereinabove granted to said Grantee, it being understood and agreed, however, that Grantor shall not build or permit to be built any structures of any kind on the above described premises.

Grantee agrees to pay to the then lawful owner any damages caused by it to growing crops or fences by the exercise of the rights herein granted.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 8th day of September, 1975.

BRITTON FARMS, INC.  
Ray W. Britton  
Ray W. Britton, Pres.

ATTEST:  
Louise Britton  
Louise Britton, Vice, Pres.

INDIANA - ILLINOIS CORPORATE ACKNOWLEDGMENT

STATE OF Indiana )  
COUNTY OF Futnam ) SS:

I, S. Jane Thompson, a Notary Public in and for said County in the State aforesaid, do hereby certify that Ray W. Britton and Louise Britton personally known to me to be the same persons whose names are subscribed to the foregoing instrument as President and Vice President of Britton Farms, Inc., an Indiana corporation, appeared before me this day in person and acknowledged that the seal affixed to said instrument is the corporate seal of said corporation, that they signed, sealed and delivered the said instrument in behalf of said corporation as its President and Vice President, respectively, and by authority of its Board of Directors, and that said instrument is the free and voluntary act and deed of the said corporation, for the uses and purposes therein set forth. Given under my hand and official seal this 8th day of September, 1975.

APPROVED  
S. Jane Thompson  
Notary Public  
MARATHON PIPE LINE COMPANY  
Title & Contract Dept.  
Findlay, Ohio 45840  
My Commission Expires: 9-27-75

This instrument prepared by: Wm. F. Schwind, Jr.  
Findlay, Ohio 45840

2)  
DULY ENTERED FOR TAXATION  
Subject to final acceptance for transfer

MAY 11 2004

*Kaplan, Darren* Auditor  
Putnam County

Marty Watts  
Putnam County Recorder IN  
IN 2004003324 CRP  
05/11/2004 09:50:26 3 PGS  
Filing Fee: \$18.00

18  
23

**CORPORATE QUITCLAIM DEED**

THIS INDENTURE WITNESSETH, that **BRITTON FARMS, INC.** (Grantor), a corporation organized and existing under the laws of the State of Indiana, QUITCLAIM(S) to **BRITTON FARMS, INC.** (Grantee), for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in **Putnam County, Indiana**:

**SEE ATTACHED LEGAL DESCRIPTION**

Subject to all rights-of-way, easements and restrictions.  
Subject to all taxes now a lien and to become a lien thereon.

Grantors represents that there are no Indiana Gross Income Taxes due as a result of this conveyance.

The undersigned persons executing this deed on behalf of the Grantor represent and certify that they are duly elected officers of Grantor and are fully empowered, by proper resolution of the Board of Directors of Grantor, to execute and deliver this deed; that Grantor has full corporate capacity to convey the real estate described herein; and that all necessary corporate action for the making of such conveyance has been taken and done.

The purpose of this deed is to reestablish the Legal Description herein described pursuant to a survey.

IN WITNESS WHEREOF, Grantor has executed this Deed this 22 day of APRIL, 2004.

**BRITTON FARMS, INC.**

(SEAL) ATTEST:

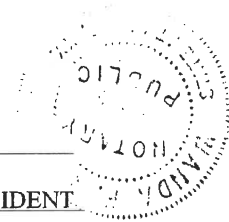
By:

*Edward Britton*

Signature

EDWARD BRITTON, VICE PRESIDENT

Printed Name and Office



STATE OF Kentucky )  
COUNTY OF Jefferson ) SS:

Before me, a Notary Public in and for said County and State, personally appeared EDWARD BRITTON, the VICE PRESIDENT, respectively, of BRITTON FARMS, INC., who acknowledged the execution of the foregoing Quitclaim Deed for and on behalf of said Grantor, and having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 22 day of April, 2004.

My Commission Expires:  
March 21, 2005

*Wanda Shouse*  
Signature of Notary Public

County of Residence:  
Jefferson

Wanda Shouse  
Printed Name of Notary Public

Send Tax Bills To: BRITTON FARMS INC  
EDWARD BRITTON, 1717 ALLIANT AVE #21

This instrument was prepared by Lee T. Comer, Attorney-at-Law, P.O. Box 32, Greencastle, IN 46135.

Louisville, Ky 40299-0302

BRITTON FARMS, INC.  
LEGAL DESCRIPTION

That portion of the Northeast Quarter of Section 12 - Township 16 North - Range 4 West of the Second Principal Meridian, Putnam County, Indiana, more particularly described as follows:

Considering the East-West Centerline of said Section 12 as bearing North 89 degrees 26 minutes 48 seconds West with all bearings contained herein relative thereto.

COMMENCING at the East Quarter Corner of said Section 12; thence on and along the East-West Centerline of said Section 12, North 89 degrees 26 minutes 48 seconds West 1177.23 feet to a 5/8 inch rebar with cap (herein called "monument"), same being the POINT OF BEGINNING; thence continuing on and along said East-West Centerline, North 89 degrees 26 minutes 48 seconds West 100.00 feet to a monument at the Southeast Corner of Fairview Addition Plat "A", as per plat thereof recorded in Plat Book 5, Page 410, records of said county; thence on and along the East line of said Fairview Addition Plat "A", North 00 degrees 23 minutes 59 seconds East 541.47 feet to the Centerline of said Maple Street in said Fairview Addition; thence on and along the Easterly extension of the Centerline of Maple Street, South 89 degrees 24 minutes 01 seconds East 100.00 feet; thence, South 00 degrees 23 minutes 59 seconds West 541.39 feet to the POINT OF BEGINNING.

The above described parcel contains 1.24 acres.

ALSO: Subject to an easement for ingress, egress and utility purposes being more particularly described as follows:

That portion of the Northeast Quarter of Section 12 - Township 16 North - Range 4 West of the Second Principal Meridian, Putnam County, Indiana more particularly described as follows:

Considering the East-West Centerline of said Section 12 as bearing North 89 degrees 26 minutes 48 seconds West with all bearings contained herein relative thereto.

COMMENCING at the East Quarter Corner of said Section 12; thence on and along the East-West Centerline of said Section 12, North 89 degrees 26 minutes 48 seconds West 495.00 feet to a 5/8 inch Rebar with cap (herein called "monument") at the Southeast Corner of that certain parcel of land described in deed recorded in Instrument No. 2003010325, records of said county; thence continuing on and along said East-West Centerline, North 89 degrees 26 minutes 48 seconds West 682.23 feet to a point; thence, North 00 degrees 23 minutes 59 seconds East 541.39 feet to a point on the Easterly extension of the Centerline of Maple Street, as per plat of Fairview Addition Plat "A", recorded in Plat Book 5, page 410, records of said County, same being the POINT OF BEGINNING; thence on and along said Easterly extension, North 89 degrees 24 minutes 01 seconds West 100.00 feet to the East line of said Fairview Addition; thence on and along said east line, South 00 degrees 23 minutes 59 seconds West 25.00 feet to a monument on the South Right-of-Way of said Maple Street; thence on and along the Easterly extension of said South Right-of-Way, South 89 degrees 24 minutes 01 seconds East 100.00 feet; thence, North 00 degrees 23 minutes 59 seconds East 25.00 feet to the POINT OF BEGINNING.

ALSO: An easement for drainage purposes being more particularly described as follows:

That portion of the Northeast Quarter of Section 12 - Township 16 North - Range 4 West of the Second Principal Meridian, Putnam County, Indiana, more particularly described as follows:

Considering the East-West Centerline of said Section 12 as bearing North 89 degrees 26 minutes 48 seconds West with all bearings contained herein relative thereto.

COMMENCING at the East Quarter Corner of said Section 12; thence on and along the East-West Centerline of said Section 12, North 89 degrees 26 minutes 48 seconds West 1277.23 feet to a 5/8 inch rebar with cap (herein called "monument") at the Southeast Corner of Fairview Addition Plat "A", as per plat thereof recorded in Plat Book 5, Page 410, records of said county, same being the POINT OF BEGINNING; thence continuing on and along said East-West Centerline, North 89 degrees 26 minutes 48 seconds West 20.00 feet; thence parallel with the East line of said Fairview Addition Plat "A", North 00 degrees 23 minutes 59 seconds East 541.47 feet to the Centerline of Maple Street in Fairview Addition Plat "A"; thence on and along said Centerline, South 89 degrees 24 minutes 01 seconds East 20.00 feet to said East line; thence on and along said East line, South 00 degrees 23 minutes 59 seconds West 541.47 feet to the POINT OF BEGINNING.

Continued.....

BRITTON FARMS, INC.  
LEGAL DESCRIPTION - PAGE 2

ALSO: An easement for drainage purposes being more particularly described as follows:

That portion of the Northeast Quarter of Section 12 - Township 16 North - Range 4 West of the Second Principal Meridian, Putnam County, Indiana more particularly described as follows:

Considering the East-West Centerline of said Section 12 as bearing North 89 degrees 26 minutes 48 seconds West with all bearings contained herein relative thereto.

COMMENCING at the East Quarter Corner of said Section 12; thence on and along the East-West Centerline of said Section 12, North 89 degrees 26 minutes 48 seconds West 1277.23 feet to a 5/8 inch Rebar with cap (herein called "monument") at the Southeast Corner of Fairview Addition Plat "A", as per plat thereof, recorded in Plat Book 5, Page 410, records of said county; thence on and along the East line of said Fairview Addition Plat "A", North 00 degrees 23 minutes 59 seconds East 566.47 feet to a monument on the North Right-of-Way of Maple Street in said Fairview Addition Plat "A", same being the POINT OF BEGINNING; thence on and along the Easterly extension of said North Right-of-Way, South 89 degrees 24 minutes 01 seconds East 100.00 feet to a point; thence, North 00 degrees 23 minutes 59 seconds East 347.50 feet to the North line of that certain parcel of land described in deed recorded in Instrument No. 2003010325, records of said county; thence on and along the North line of said certain parcel, South 89 degrees 24 minutes 01 seconds East 100.00 feet; thence, South 00 degrees 23 minutes 59 seconds East 497.50 feet; thence, North 89 degrees 24 minutes 01 seconds West 100.00 feet to the West line of the above-described 14.38 acre parcel of land; thence on and along said West line, North 00 degrees 23 minutes 59 seconds East 125.00 feet to a monument on the Easterly extension of the Centerline of Maple Street in said Fairview Addition Plat "A"; thence on and along said Easterly extension, North 89 degrees 24 minutes 01 seconds West 100.00 feet to the West line of said Fairview Addition Plat "A"; thence on and along said West line, North 00 degrees 23 minutes 59 seconds East 25.00 feet to the POINT OF BEGINNING.

ALSO: An easement for drainage purposes being more particularly described as follows:

That portion of the Northeast Quarter of Section 12 - Township 16 North - Range 4 West of the Second Principal Meridian, Putnam County, Indiana more particularly described as follows:

Considering the East-West Centerline of said Section 12 as bearing North 89 degrees 26 minutes 48 seconds West with all bearings contained herein relative thereto.

COMMENCING at the East Quarter Corner of said Section 12; thence on and along the East-West Centerline of said Section 12, North 89 degrees 26 minutes 48 seconds West 1277.23 feet to a 5/8 inch Rebar with cap (herein called "monument") at the Southeast Corner of Fairview Addition Plat "A", as per plat thereof, recorded in Plat Book 5, Page 410, records of said county; thence on and along the East line of said Fairview Addition Plat "A", North 00 degrees 23 minutes 59 seconds East 566.47 feet to a monument on the North Right-of-Way of Maple Street in said Fairview Addition Plat "A", same being the POINT OF BEGINNING; thence, North 45 degrees 35 minutes 59 seconds East 131.03 feet to a point; thence on and along said East line, South 00 degrees 23 minutes 59 seconds West 98.80 feet to a monument on the Easterly extension of the North Right-of-Way of said Maple Street; thence on and along said Easterly extension, North 89 degrees 24 minutes 01 seconds East 100.00 feet to the POINT OF BEGINNING.

24

3



\* 2 0 1 1 0 0 3 5 3 2 3 \*

OPAL SUTHERLIN

PUTNAM COUNTY RECORDER

08/04/2011 10:44:18AM

REC FEE:\$15.00

RECORDED AS PRESENTED

**Cross-Reference:**

\_\_\_\_\_ (Britton Farms Deed)

**NATURAL GAS LINE EASEMENT**

**Affecting Tax Parcel Number** \_\_\_\_\_

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **Britton Farms, Inc.**, an Indiana corporation ("Grantor") hereby grants and conveys to the **Town of Roachdale, Putnam County, Indiana** ("Grantee"), a perpetual, non-exclusive easement to construct, reconstruct, install, operate, maintain, repair, replace, relocate, add to, modify and/or remove one (1) underground natural gas transmission line, and any and all underground equipment and facilities associated therewith (collectively, the "Facilities"), for the sole and exclusive purposes of transmission and distribution of natural gas through and across the following described real estate owned by Grantor located in Putnam County, Indiana, to-wit:

**Commencing at the northwest corner thereof; thence south on the west line thereof, eight (8) chains and twenty-five (25) links; thence east parallel with the north line thereof twenty-four (24) chains and twenty-four (24) links; thence north at right angles eight (8) chains and twenty-five (25) links to the north line thereof; thence west on said line twenty-four (24) chains and twenty-four (24) links to the place of beginning, containing twenty (20) acres.**

**Also the following described real estate in Putnam County, Indiana, to-wit:**

**A part of the south east quarter of section 12, township 16 north range 4 west bounded as follows; Commencing at the southwest corner of the northwest quarter of the south east quarter of said section 12, township and range aforesaid, running thence north with the county road 46 rods; thence east 20 rods; thence south 46 rods thence west 20 rods to the place of beginning, containing 5 ¼ acres, and**

**Also a part of said southeast quarter of section 12, township and range aforesaid, bounded as follows, to-wit: Commencing 5 chains east of the southwest corner of the northwest quarter of said south east quarter; thence north 11 chains and 50 links; thence east parallel with the south line thereof 16 chains and 97 links; thence south parallel with the east line thereof, 13 chains and 95 links; thence west 1 chain and 97 links to the east line of the southwest quarter of the southeast quarter of said section; thence north on said line 2 chains and 45 links to the northeast corner of said quarter quarter; thence west on the north line thereof 15 chains to the place of beginning, containing 20 acres, more or less.**

Grantee shall have the right to operate and maintain the Facilities upon the above-referenced real estate of Grantor in an area twelve (12) feet in width adjacent to and east of the east right-of-way line of County Road 250 East in Putnam County, Indiana, as such line exists on the effective date of this easement grant (the "Easement Area").

The Easement Area and Facilities shall be used by Grantee to serve both Grantor and other customers of Grantee. Grantor shall not place, or permit the placement of, any obstruction which may interfere with the exercise of the rights granted herein to Grantee, and Grantee shall have the right to remove any such obstruction.

For so long as Grantee continues to provide natural gas service through the Easement Area and the Facilities, Grantee covenants and agrees that it shall continuously provide natural gas service to Grantor's real estate at Grantee's standard residential and commercial rates (as applicable) for the applicable service area, subject to service interruptions associated with maintenance, repair and/or replacement of the Facilities or interruptions affecting the service area that includes Grantor's real estate.

Grantee agrees to repair damage to any improvements existing within the Easement Area on the effective date of this easement resulting from Facilities Installation and, to the extent reasonably possible, Grantee shall not disturb any such improvements except as necessary to install and maintain the Facilities. Such improvements may include (without limitation) grain system guy wire structures and foundations for same, subsurface drainage tile and surface drains. Grantee shall maintain and repair any and all such improvements at its expense in a manner reasonably acceptable to the Grantor in the event such improvements or damaged or disturbed by installation or maintenance of the Facilities, subject to changes in drainage structures required in connection with such installation.

Grantee shall further take commercially reasonable measures to prevent harm to any structures or other improvements located within the Easement Area in connection with Facilities installation, which measures may include (without limitation) lateral boring under grain bins or similar structures.

Grantee agrees to compensate Grantor for any damaged crops or loss of income due to land taken out of field production at any time due to work to be performed upon Facilities located upon Grantor's real estate. Compensation for damaged crops will be determined by taking the average daily closing prices for the month of June for each crop, multiplied by the average crop yield for the unaffected area, multiplied by the amount of acres damaged by the Facilities work. Grantee further agrees to pay for compaction damages (if they are in addition to crop damage or loss of income) for lost yield due to Facilities installation or maintenance, in the manner described above, provided that any such additional compaction damages shall be a minimum of One Thousand Dollars (\$1,000) per crop year.

Grantor warrants that it has the necessary authority and title to Grantor's real estate to grant this easement.

The respective rights and duties herein of Grantor and Grantee shall inure to the benefit of, and shall be binding upon, the respective successors, assigns, heirs, personal representatives of both the Grantor and Grantee.

IN WITNESS WHEREOF, Grantor has executed this Easement effective as of the 24 day of July, 2011.

Grantor:



Edward Britton, Vice President,  
Britton Farms, Inc

\*

STATE OF KENTUCKY     )  
                                  ) SS  
COUNTY OF JEFFERSON    )

Personally appeared before me this day **Edward Britton**, the duly authorized **Vice President of Britton Farms, Inc.**, an Indiana corporation, who acknowledged execution of this Easement to be his voluntary act and deed for and on behalf of such corporation, and having been duly sworn/affirmed, stated that any representations contained therein are true to the best of his personal knowledge.

WITNESS MY HAND and Notary seal this 2<sup>nd</sup> day of July, 2011.

My Commission Expires:  
March 30, 2015

  
Notary Public

My County of Residence:  
Jefferson

Tracy Biddix  
Printed Name

This form of instrument was prepared by **D. Bryan Weese, Attorney at Law, Bingham McHale LLP, 2700 Market Tower, 10 W. Market Street, Indianapolis, Indiana 46204-4900; (317) 635-8900; provided, however, that certain information has been completed by Martha Lou, the duly authorized Clerk-Treasur of the Town of Roachdale, Indiana.**

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. Martha Lou (Printed Name)





## SURVEYOR'S REPORT

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

- a) Discrepancies in record descriptions and plats
- b) Variances in the reference monuments
- c) Random errors in measurements (theoretical uncertainty)
- d) Inconsistencies in lines of occupation

**PURPOSE OF SURVEY:** To stake and describe an original tract out of real estate owned by Joseph H. Crosby. Britton Farms, the West adjoiner, will acquire the tract to straighten out an irregular boundary.

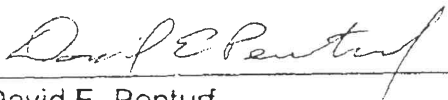
**DISCREPANCIES IN RECORD DESCRIPTIONS AND PLATS:** By extending the West line of surveyed tract to the center of the road, it measured nearly 19 feet longer than deed dimension. It is my opinion that the road was intended as the South boundary.

**VARIANCES IN REFERENCE MONUMENTS:** Iron pins found at the Northwest and Southwest corners of the Southeast quarter of Section 12 have unknown origins and an estimated variance of 3 feet. A stone found at the Northeast corner of said quarter is believed original and has no variance.

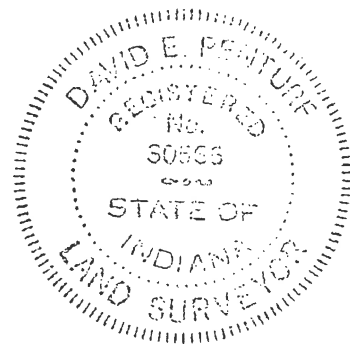
**THEORETICAL UNCERTAINTY:** The theoretical uncertainty of measurements on this survey meets or exceeds the requirements set forth in Title 865 IAC 1-12-7 for a Class C Survey (+ or - 0.50 foot).

**INCONSISTENCIES IN LINES OF OCCUPATION:** Existing fences varied a maximum of 7 feet from deed line.

**DATE OF COMPLETION OF FIELD WORK:** December 29, 1998.



David E. Penturf  
Registered Land Surveyor S0566  
4th floor, Courthouse  
Greencastle, IN 46135  
765/653-5603  
Job #98-469







**LEGAL DESCRIPTION**  
**Parcel I**

That portion of the Northeast quarter of Section 12 - Township 16 North - Range 4 West of the second principal meridian, Putnam County, Indiana more particularly described as follows:

Considering the East-West centerline of said Section 12 as bearing North 89 degrees 26 minutes 48 seconds West with all bearings contained herein relative thereto.

Commencing at the East quarter corner of said Section 12, monumented by wood corner post; thence on and along the East-West centerline of said Section 12, North 89 degrees 26 minutes 48 seconds West 495.00 feet to a 5/8 inch rebar with cap (herein called "monument") at the Southeast corner of that certain parcel of land described in deed recorded in Book 151, Page 350 records of said county, same being the **POINT OF BEGINNING**; thence on and along said East-West centerline, North 89 degrees 26 minutes 48 seconds West 819.70 feet (Deed equals 825.0 feet) to a monument at the Southwest corner of the East half of said Northeast quarter; thence on and along the West line of the East half of said Northeast quarter, North 00 degrees 19 minutes 28 seconds East 914.01 feet to a monument; thence South 89 degrees 24 minutes 01 seconds East 821.97 feet to a monument on the East line of said certain parcel; thence on and along said East line parallel with the East line of said Northeast quarter, South 00 degrees 27 minutes 58 seconds West 913.34 feet to the **POINT OF BEGINNING**.

The above described parcel contains 17.21 acres and is subject to all easements and right-of-ways of record.

**LEGAL DESCRIPTION**  
**Parcel II**

That portion of the Northeast quarter of Section 12 - Township 16 North - Range 4 West of the second principal meridian, Putnam County, Indiana more particularly described as follows:

Considering the East-West centerline of said Section 12 as bearing North 89 degrees 26 minutes 48 seconds West with all bearings contained herein relative thereto.

Commencing at the East quarter corner of said Section 12, monumented by wood corner post; thence on and along the East-West centerline of said Section 12, North 89 degrees 26 minutes 48 seconds West 1314.71 feet to the Southwest corner of the East half of said Northeast quarter; thence on and along the West line of the East half of said Northeast quarter, North 00 degrees 19 minutes 28 seconds East 729.00 feet (Deed equals 740.83 feet) to a 5/8 inch rebar with cap (herein called "monument") on the North line of Fairview Addition Plat "A" as described in plat recorded in Book 5, Page 105 records of said county, same being the **POINT OF BEGINNING**; thence on and along said North line, North 89 degrees 24 minutes 01 seconds West 400.00 feet to a monument; thence parallel with said West line, North 00 degrees 19 minutes 28 seconds East 593.83 feet (Deed equals 595.79 feet) to a monument on the North line of the South half of said Northeast quarter; thence on and along said North line, South 89 degrees 23 minutes 02 seconds East 154.25 feet to a monument; thence parallel with said West line, South 00 degrees 19 minutes 28 seconds West 286.09 feet to a monument; thence parallel with said North line, South 89 degrees 23 minutes 02 seconds East 245.75 feet (Deed equals 238.75 feet) to said West line; thence on and along said West line, North 00 degrees 19 minutes 28 seconds East 1313.55 feet to a monument; thence parallel with the North line of said Northeast quarter, North 89 degrees 19 minutes 18 seconds East 16.50 feet to a monument; thence parallel with said West line, North 89 degrees 19 minutes 18 seconds East 807.32 feet (Deed equals 808.50 feet) to a monument on the East line of that certain parcel of land described in deed recorded in Book 151, Page 350 records of said county; thence on and along said East line parallel with the East line of said Northeast quarter, South 00 degrees 25 minutes 58 seconds West 702.40 feet to a monument; thence North 89 degrees 24 minutes 01 seconds West 821.97 feet to a monument on the West line of the East half of said Northeast quarter; thence on and along said West line, South 00 degrees 19 minutes 28 seconds West 185.01 feet to the **POINT OF BEGINNING**.

The above described parcel contains 17.22 acres and is subject to the right-of-way of a certain city street and all easements and right-of-ways of record.

## SURVEYOR'S REPORT

In accordance with 865 IAC 1.1-12-1 et seq. the following observations, opinions and comment are declared regarding the uncertainty in the locations of lines and corners found or established by a survey as a result of:

- A.) Availability and condition of reference monuments.
- B.) Lines of occupation and, or possession
- C.) Clarity or ambiguity of record descriptions of the subject property and the adjoining properties, and
- D.) The theoretical uncertainty of the measurements.

The purpose of this survey is to subdivide an existing parcel into two parcels as per client's instructions, monument the boundary, prepare legal description, and a survey plat.

The information and data used to perform this survey includes, but is not limited to, the following: Subject property and adjoining property deed descriptions, previous surveys by ASA Land Surveying and Alan Stanley, aerial land plats from the county plat office, and U.S.G.S. Quadrangle maps (7.5 minute series).

A.) Corners required to perform this survey:

- 1.) West quarter corner of Section 12 - Searched for, wood corner post used by previous surveyors found and accepted as the best evidence available - Good condition.
- 2.) South quarter of Section 12 - Searched for, railroad spike used by previous surveyors found and accepted as the best evidence available - Good condition.
- 3.) East quarter of Section 12 - Searched for, wood corner post used by previous surveyors found and accepted as the best evidence available - Good condition.
- 4.) North quarter of Section 12 - Searched for, not found - Established by using the physical evidence of the existing improvement of the centerline of County Road 250 East and State Road 236 - Mag nail set.
- 5.) Northwest corner of Section 7 - Township 16 North - Range 3 West - Searched for, not found - Established by using the physical evidence of the existing improvements of the centerline of State Road 236 and a fence line monumenting the East line of Section 1 - Township 12 North - Range 4 West - Calculated, not set.

**SURVEYOR'S REPORT**  
**(Continued)**

- 6.) Northeast corner of Section 12 - Searched for, not found - Established on the line between the East quarter corner of Section 12 and the Northwest corner of Section 7 49.5 feet (record correction distance) South of the Northwest corner of Section 7.
- 7.) Center of Section 12 - Established on the intersection of lines between the North and South quarter corner and the East and West quarter corners. A railroad spike was found 22.4 feet South of the center of Section 12.
- 8.) Southwest corner of the East half of the Northeast quarter of Section 12 - Calculated equidistant on line between East quarter corner and the center of section." A wood corner post was found 5 feet West and 11.7 feet South of calculated corner.

B.) Lines of possession - See attached drawing.

C.) Clarity and ambiguity - Subject property and adjoining property deed descriptions do not contain any basis of bearing. There is an overlap by deed of the subject property and Fairview Addition, Plat "A" of 38 feet plus/minus. Monument found at lot corners of Fairview Addition indicate that it was laid out using the railroad spike found 22.4 feet South of the center of Section 12 and the corner post found at the East quarter corner of Section 12. The boundary of Fairview Addition was calculated using these monuments for this survey and fits reasonably with existing subdivision monuments. There is an overlap by deed of the subject property and the parcel described in Book 221, Page 600 of 38.3 feet. It is believed that this overlap was created upon platting of Fairview Addition Plat "A" and the preparation of the description for Book 221 Page 600. It is recommended that the client seek competent legal counsel to determine the best way to clear up this discrepancy. There is a gap by deed along the West line of the parcel described in Book 208, Page 341 and the subject property of 7.0 feet plus/minus, also there is a gap along the South line of this parcel and the subject parcel as much as 28 feet. It is believed that it was the intent for these lines to be one and the same. It may be necessary to seek a Quiet Title Action to fix this discrepancy as the owner (William Bonifacius) of both parcels is the same.

D.) The theoretical uncertainty of measurements exceeds the requirements for a Class "C" survey as established by 865 - IAC - 1 - 12.