

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: G25-06003C (Revision No. 3)

Auction Tracts 6 - 11

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

Title Tract(s):	Auction Tract(s):
A	6
B	7, 8, 9
C & D	10
E	11

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.: G25-06003C
 Issuing Office File No.: G25-06003C
 Property Address: Multiple Properties, Roachdale, IN 46172
 Vacant Land, Ladoga, IN 47954
 Revision No.: Revision 3 9/5/25 ms

SCHEDULE A

1. Commitment Date: May 30, 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.
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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27C170B

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

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G25-06003C



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. 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.
7. Pursuant to I.C. 36-2-11-15, all documents to be recorded must contain the required affirmation statement to be accepted for recording.
8. Payment and release of record of the following:
Mortgage from Britton Farms, Inc. to Farm Credit Mid-America PCA dated August 7, 2018, recorded August 8, 2018 as Instrument Number 2018003640; Subordination agreement dated July 28, 2021, recorded July 29, 2021 as Instrument Number 2021004938, in the office of the Recorder of Putnam County, Indiana. Said mortgage securing the original principal sum of \$ [REDACTED]. (Tracts A and B)
9. Payment and release of record of the following:
Mortgage from Britton Farms, Inc. to Farm Credit Mid-America, FLCA, dated July 27, 2021, recorded July 27, 2021 as Instrument Number 2021004893, in the office of the Recorder of Putnam County, Indiana. Said mortgage securing the original principal sum of \$ [REDACTED]. (Tracts A and B)

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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 Services of Mid-America, FLCA, dated May 2, 2008, recorded May 9, 2008 as Instrument Number 2008002472, in the office of the Recorder of Putnam County, Indiana. Said mortgage securing the original principal sum of \$ [REDACTED]. (Tract C and D)
11. Payment and release of record of the following:
Mortgage from Britton Farms, Inc. to Farm Credit Services of Mid-America, FLCA, dated August 9, 2011, recorded August 11, 2011 as Instrument Number 2011003646, in the office of the Recorder of Putnam County, Indiana. Said mortgage securing the original principal sum of \$ [REDACTED]. (Tracts C and D)
12. Release of record of the property described under Schedule A hereof from a lien of mortgage from Britton Farms, Inc. to Farm Credit Mid-America, FLCA dated May 31, 2013, recorded May 31, 2013 as Instrument Number 2013002871, in the office of the Recorder of Putnam County, Indiana. Said mortgage securing the original principal sum of \$ [REDACTED]. (Tract E)
13. 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.
14. 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.
15. We must be furnished a Certificate of Existence from the Secretary of State of Indiana attesting the current good standing of Britton Farms, Inc.
16. Vendor's Affidavit.
17. Proof of identification will be required at settlement.
18. If the Company provides settlement services for the contemplated transaction, I.C. 27-7-3-22 requires that each party to the transaction obtain a Closing Protection Letter at the cost filed with the Indiana Department of Insurance.
19. 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: IC 27-7-3.7 requires funds deposited into an escrow account of a closing agent in amounts of \$10,000.00 or more to be in the form of wired funds. Funds in amounts less than \$10,000.00 may be deposited in the form of cash, wired funds, cashier's check, certified check, check on the account of another closing agent, or check drawn on the 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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G25-06003C



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 Jackson
Key No 001-500234-00 (Tract A)
State No 67-01-10-100-002.000-009

Land \$330100; Improvements \$0; Exemption \$0
2024 installment due in May 2025 in the amount of \$2744.12, PAID
2024 installment due in November 2025 in the amount of \$2744.12, 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)

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

Assessed in Jackson

Key No 001-500361-00 (Tract B)

State No 67-01-02-300-017.000-009

Land \$164300; Improvements \$0; Exemption \$0

2024 installment due in May 2025 in the amount of \$1365.82, PAID

2024 installment due in November 2025 in the amount of \$1365.82, 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 Jackson

Key No 001-500240-00 (Tract B)

State No 67-01-03-400-027.000-009

Land \$160500; Improvements \$0; Exemption \$0

2024 installment due in May 2025 in the amount of \$1334.24, PAID

2024 installment due in November 2025 in the amount of \$1334.24, PAID

NOTE: TREASURER IS SHOWING A PARTIAL PAYMENT MADE

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 Jackson
Key No 001-500241-00 (Tract B)
State No 67-01-03-900-007.000-009
Land \$259100; Improvements \$0; Exemption \$0
2024 installment due in May 2025 in the amount of \$2153.90, PAID
2024 installment due in November 2025 in the amount of \$2153.90, 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. Taxes for 2024 due and payable in 2025, plus any penalties and interest which may accrue, and all taxes thereafter.
Assessed in Jackson
Key No 001-500300-00 (Tract C and D)
State No 67-01-02-400-022.000-009
Land \$232600; Improvements \$0; Exemption \$0
2024 installment due in May 2025 in the amount of \$1933.60, PAID
2024 installment due in November 2025 in the amount of \$1933.60, 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)

12. Taxes for 2024 due and payable in 2025, plus any penalties and interest which may accrue, and all taxes thereafter.
Assessed in Jackson
Key No 001-500620-00 (Tract E)
State No 67-01-02-100-006.000-009
Land \$125200; Improvements \$0; Exemption \$0
2024 installment due in May 2025 in the amount of \$1040.79, PAID
2024 installment due in November 2025 in the amount of \$1040.79, 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.
13. County Drainage System and any assessments thereto. (OWNER'S POLICY ONLY)
14. Assessments for water and/or sewer utilities. (OWNER'S POLICY ONLY)
15. Intentionally Deleted
16. This policy does not insure the accuracy of the quantity of land appearing on the legal description as shown on the insured mortgage.
17. Taxes and assessments which are not yet due and payable.
18. Rights of the public, State of Indiana, County and Municipality in and to that part of the premises taken or used for road purposes.
19. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
20. Possible easement for any legal drains and/or ditches and incidental rights affecting the subject real estate.
21. Easement for electric lines and associated rights recorded October 11, 1974 in [Book 44, page 36](#), in the office of the Recorder of Putnam County, Indiana. (Tract A)
22. Drainage Easement recorded August 13, 2013 as Instrument Number [2013004397](#), in the office of the Recorder of Putnam County, Indiana. (Tracts A and B)
23. Drainage Easement recorded August 13, 2013 as Instrument Number [2013004398](#), in the office of the Recorder of Putnam County, Indiana. (Tracts A and B)
24. Retracement Survey recorded February 13, 2015 as Instrument Number [2015000693](#), in the office of the Recorder of Putnam County, Indiana. (Tract B)

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SCHEDULE B - PART II

(Continued)

25. Articles of Incorporation of Britton Farms, Inc., dated May 6, 1963 and recorded May 24, 1963, in [Book 31, page 490](#), in the office of the Recorder of Putnam County, Indiana. (Tract B)
26. Right-of-way grant recorded April 6, 1962 in [Book 30, page 63](#), in the Office of the Recorder of Putnam County, Indiana. (Tract B)
27. Right-of-way grant recorded April 6, 1962 in [Book 30, page 66](#), in the Office of the Recorder of Putnam County, Indiana. (Tract B)
28. Right-of-way easement recorded May 15, 1998 in [Book 112, page 335](#), in the office of the Recorder of Putnam County, Indiana. (Tract B)
29. Terms and provisions of that certain Declaratory Judgment rendered in the Hamilton Superior Court, Division 3, in Cause No. 29D03-9308-CP-404, filed with the Putnam County Circuit Court on December 3, 2003 and recorded February 6, 2004, as Instrument Number [2004000865](#); Affidavit of Ownership recorded October 18, 2005 as Instrument Number [2005007990](#); Affidavit of Ownership recorded October 18, 2005 as Instrument Number [2005007991](#); Affidavit of Ownership recorded October 18, 2005 as Instrument Number [2005007992](#), in the office of the Recorder of Putnam County, Indiana, and the terms and provisions of any Affidavit of Ownership or similar instrument recorded in connection with the above-referenced Declaratory Judgment. (Tract B)
30. Easement, right-of-way, or ownership rights for railroad, or former railroad, affecting the insured tract, if any. (Tracts A, B, C, D)
31. Riparian rights are neither guaranteed nor insured; riparian or littoral rights of others in and to the ditch, stream, or other body of water on, or through, the insured real estate described herein. (Tracts A and B)
32. Right-of-way grant recorded April 6, 1962 in [Book 30, page 71](#), in the Office of the Recorder of Putnam County, Indiana. (Tracts C and D))
33. Drainage Easement recorded May 28, 2010 in Instrument Number [2010002384](#), in the office of the Recorder of Putnam County, Indiana.
34. Right of Way Easement recorded May 7, 1998 in [Book 112, page 309](#), in the office of the Recorder of Putnam County, Indiana. (Tract E, C and D)
35. Agreement for Mutual Drain recorded May 27, 2004 in Instrument Number [2004003833](#), in the office of the Recorder of Putnam County, Indiana.
36. 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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G25-06003C



Fidelity National Title Insurance Company

EXHIBIT A

The Land is described as follows:

TRACT A: 67-01-10-100-002.000-009

The West Half of the Northeast Quarter of the Northeast Quarter and the West Half of the Southeast Quarter of the Northeast Quarter of Section 10, in Township 16 North, in Range 3 West, Putnam County, Indiana, containing 40 acres, more or less.

ALSO:

A part of the West Half of the Northeast Quarter of Section 10 in Township 16 North of Range 3 West, Putnam County, Indiana, described as follows, to-wit:

Commencing in the West line of said West half of said Northeast quarter, 53 1/3 rods South of the Northwest corner of said quarter; thence East parallel with the north line of said quarter 80 rods to the East line of said West half; thence South on said line 53 1/3 rods; thence West parallel with the North line 80 rods to said West line; thence North on said West line to the place of beginning, containing 26.66 2/3 acres, more or less.

ALSO:

The following described real estate in Putnam County, Indiana, to-wit:

Twenty-six and two-thirds (26 2/3) acres off of the North end of the West Half of the Northeast Quarter of Section 10, Township 16 North of Range 3 West.

ALSO:

Twenty-six and sixty-six hundredths (26.66) acres off of the South end of the Southwest Quarter of the Northeast Quarter of Section 10, Township 16 North, Range 3 West.

Tract B:

Parcel Number 67-01-03-900-007.000-009

PART OF SECTION 3, TOWNSHIP 16 NORTH, RANGE 3 WEST OF THE SECOND PRINCIPAL MERIDIAN IN JACKSON TOWNSHIP, PUTNAM COUNTY, INDIANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE NORTH 00 DEGREES 00 MINUTES 24 SECONDS WEST (GRID BEARING-INDIANA STATE PLANE COORDINATE SYSTEM WEST ZONE) ALONG THE WEST LINE OF SAID QUARTER QUARTER SECTION 1440.78 FEET TO A POINT REFERENCED BY A REBAR WITH PLASTIC CAP STAMPED "KRUSE CONSULT FIRM NO 78" (HEREINAFTER "KRUSE REBAR") AT A 20' OFFSET ON THE EAST SIDE; THENCE NORTH 89 DEGREES 46 MINUTES 44 SECONDS EAST AND PASSING THROUGH A KRUSE REBAR A DISTANCE OF 20.00 FEET, A DISTANCE OF 1672.11 FEET TO A KRUSE REBAR; THENCE SOUTH 00 DEGREES 39 MINUTES 10 SECONDS EAST 1481.04 FEET TO A KRUSE REBAR ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 3; THENCE SOUTH 88 DEGREES 47 MINUTES 49 SECONDS EAST ALONG SAID NORTH LINE 939.33 FEET TO A KRUSE REBAR AT THE NORTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE SOUTH 00 DEGREES 16 MINUTES 17 SECONDS EAST ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION 1120.06 FEET TO A KRUSE REBAR ON THE CENTERLINE OF THE FORMER RAILROAD; THENCE SOUTH 89 DEGREES 24 MINUTES 16 SECONDS WEST ALONG SAID CENTERLINE 1293.67 FEET TO A KRUSE REBAR AT A SOUTHERLY EXTENSION OF THE EAST LINE OF A TRACT OF LAND DESCRIBED IN INSTRUMENT NUMBER 2014003017 FOUND IN THE OFFICE OF THE RECORDER OF PUTNAM COUNTY, INDIANA; THENCE NORTH 00 DEGREES 21 MINUTES 15 SECONDS WEST ALONG SAID EXTENSION AND

EXHIBIT A

(Continued)

EAST LINE THEREOF 734.75 FEET TO A 5/8" REBAR WITH ASA CAP AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 89 DEGREES 24 MINUTES 16 SECONDS WEST ALONG THE NORTH LINE OF SAID TRACT 1328.47 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE NORTH 00 DEGREES 49 MINUTES 22 SECONDS WEST ALONG SAID WEST LINE 466.04 FEET TO THE POINT OF BEGINNING. CONTAINING 103.86 ACRES, MORE OR LESS.

Parcel Number 67-01-03-400-027.000-009 and Part of Parcel Number 67-01-02-300-017.000-009

PART OF THE SOUTHWEST QUARTER OF SECTION 2 AND PART OF THE SOUTHEAST QUARTER OF SECTION 3, ALL IN TOWNSHIP 16 NORTH, RANGE 3 WEST OF THE SECOND PRINCIPAL MERIDIAN IN JACKSON TOWNSHIP, PUTNAM COUNTY, INDIANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 2; THENCE SOUTH 88 DEGREES 42 MINUTES 37 SECONDS EAST (GRID BEARING-INDIANA STATE PLANE COORDINATE SYSTEM WEST ZONE) ALONG THE SOUTH LINE OF SAID SECTION 93.09 FEET TO A POINT REFERENCED BY A REBAR WITH PLASTIC CAP STAMPED "KRUSE CONSULT FIRM NO 78" (HEREINAFTER "KRUSE REBAR") AT A 20' OFFSET ON THE NORTH SIDE; THENCE NORTH 00 DEGREES 14 MINUTES 53 SECONDS WEST PARALLEL WITH THE WEST LINE OF SAID SECTION AND PASSING THROUGH SAID KRUSE REBAR AT A DISTANCE OF 20.00 FEET, A DISTANCE OF 1567.44 FEET TO A KRUSE REBAR ON THE CENTERLINE OF THE FORMER RAILROAD; THENCE SOUTH 89 DEGREES 24 MINUTES 16 SECONDS WEST ALONG SAID CENTERLINE 1819.59 FEET TO A KRUSE REBAR ON A NORTHERLY EXTENSION OF THE EAST LINE OF A TRACT OF LAND DESCRIBED IN INSTRUMENT NUMBER 2001003703 FOUND IN THE OFFICE OF THE RECORDER OF PUTNAM COUNTY, INDIANA; THENCE SOUTH 00 DEGREES 06 MINUTES 53 SECONDS EAST ALONG SAID EXTENSION AND EAST LINE THEREOF 982.86 FEET TO A 5/8 INCH REBAR WITHOUT CAP AT THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN INSTRUMENT NUMBER 200016036 FOUND IN SAID RECORDERS OFFICE; THENCE SOUTH 88 DEGREES 42 MINUTES 37 SECONDS EAST ALONG THE NORTH LINE OF SAID TRACT 298.34 FEET TO A 5/8 INCH REBAR WITHOUT CAP AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00 DEGREES 06 MINUTES 53 SECONDS EAST ALONG THE EAST LINE OF SAID TRACT 524.60 FEET TO A BRASS PLUG AT THE SOUTHEAST CORNER OF SAID TRACT AND ALSO ON THE SOUTH LINE OF SAID SECTION 3; THENCE SOUTH 88 DEGREES 42 MINUTES 37 SECONDS EAST ALONG SAID SOUTH LINE 1432.29 FEET TO THE POINT OF BEGINNING. CONTAINING 60.69 ACRES, MORE OR LESS.

Part of Parcel Number 67-01-02-300-017.000-009

THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 16 NORTH, RANGE 3 WEST OF THE SECOND PRINCIPAL MERIDIAN IN JACKSON TOWNSHIP, PUTNAM COUNTY, INDIANA.

EXCEPTING THEREFROM:

TWENTY (20) ACRES OFF OF THE EAST SIDE OF THE WEST HALF OF THE WEST HALF OF THE SOUTH WEST QUARTER OF SECTION 2, TOWNSHIP 16 NORTH, RANGE 3 WEST, SAID TRACT EXTENDS FROM THE COUNTY ROAD RUNNING EAST AND WEST ACROSS THE SOUTH END OF SAID HALF QUARTER SECTION TO THE RAILROAD ON THE NORTH KNOWN AS THE INDIANAPOLIS, DECATUR AND WESTERN RAILROAD, AND TO EXTEND JUST FAR ENOUGH WEST TO CONTAIN 20 ACRES, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID HALF QUARTER, WHICH POINT IS 5 RODS, 10 FEET AND 3 INCHES EAST OF THE SOUTHWEST CORNER OF SAID HALF QUARTER; THENCE EAST ALONG SAID SOUTH LINE 34 RODS, 6 FEET AND 3 INCHES TO THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID HALF QUARTER; THENCE NORTH ON SAID EAST LINE 93 RODS TO THE INDIANAPOLIS, DECATUR AND WESTERN RAILROAD; THENCE WEST WITH THE LINE OF SAID RAILROAD 34 RODS, 6 FEET AND 3 INCHES; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID HALF QUARTER 93 RODS, MORE OR LESS, TO THE PLACE OF BEGINNING.

ALSO EXCEPTING THEREFROM:

PART OF THE WEST HALF OF THE WEST HALF OF THE SOUTH WEST QUARTER OF SECTION 2, TOWNSHIP 16 NORTH, RANGE 3 WEST OF THE SECOND PRINCIPAL MERIDIAN IN JACKSON TOWNSHIP, PUTNAM COUNTY, INDIANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EXHIBIT A

(Continued)

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID HALF QUARTER, WHICH POINT IS 5 RODS, 10 FEET AND 3 INCHES EAST OF THE SOUTHWEST CORNER OF SAID HALF QUARTER AND ALSO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN INSTRUMENT NUMBER 201205316 FOUND IN THE OFFICE OF THE RECORDER OF PUTNAM COUNTY, INDIANA; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID HALF QUARTER SECTION AND ALONG THE WEST LINE OF SAID TRACT 93 RODS TO THE SOUTH RIGHT-OF-WAY LINE OF INDIANAPOLIS, DECATUR AND WESTERN RAILROAD AND ALSO THE POINT OF BEGINNING; THENCE CONTINUING NORTH PARALLEL TO SAID WEST LINE 50.00 FEET TO THE CENTERLINE OF SAID RAILROAD; THENCE EAST ALONG SAID CENTERLINE 34 RODS, 6 FEET AND 3 INCHES TO THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID TRACT OF LAND; THENCE SOUTH ALONG SAID EXTENSION 50.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT AND ALSO TO SAID SOUTH RIGHT-OF-WAY LINE; THENCE WEST ALONG SAID COMMON LINES 34 RODS, 6 FEET AND 3 INCHES TO THE PLACE OF BEGINNING. CONTAINING 0.66 ACRES, MORE OR LESS.

ALSO EXCEPTING THEREFROM:

PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 16 NORTH, RANGE 3 WEST OF THE SECOND PRINCIPAL MERIDIAN IN JACKSON TOWNSHIP, PUTNAM COUNTY, INDIANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 2; THENCE SOUTH 88 DEGREES 42 MINUTES 37 SECONDS EAST (GRID BEARING-INDIANA STATE PLANE COORDINATE SYSTEM WEST ZONE) ALONG THE SOUTH LINE OF SAID SECTION 93.09 FEET TO A POINT REFERENCED BY A REBAR WITH PLASTIC CAP STAMPED "KRUSE CONSULT FIRM NO 78" (HEREINAFTER "KRUSE REBAR") AT A 20' OFFSET ON THE NORTH SIDE; THENCE NORTH 00 DEGREES 14 MINUTES 53 SECONDS WEST PARALLEL WITH THE WEST LINE OF SAID SECTION AND PASSING THROUGH SAID KRUSE REBAR AT A DISTANCE OF 20.00 FEET, A DISTANCE OF 1567.44 FEET TO A KRUSE REBAR ON THE CENTERLINE OF THE FORMER RAILROAD; THENCE SOUTH 89 DEGREES 24 MINUTES 16 SECONDS WEST ALONG SAID CENTERLINE 93.06 FEET TO THE WEST LINE OF SAID QUARTER SECTION; THENCE SOUTH 00 DEGREES 14 MINUTES 53 SECONDS EAST ALONG SAID WEST LINE 1564.37 FEET TO THE POINT OF BEGINNING. CONTAINING 3.35 ACRES, MORE OR LESS.

TRACT C: 67-01-02-400-022.000-009

That portion of the following described real estate lying South of the right of way of the I.D. and W. Railway to wit: The East half of the Southeast quarter of Section Two (2); ALSO, Ten (10) acres off of the East side of the North half of the West half of the said Southeast quarter of said Section Two (2) Township Sixteen (16) North of Range Three (3) West of the Second Principal Meridian, containing 49 acres, more or less.

TRACT D: 67-01-02-400-022.000-009

All that part of the East half of the Southeast quarter of Section Two (2), Township Sixteen (16) North of Range Three (3) West, that lies North of the right of way of the railroad, formerly known as the I. D. & S. Railroad.

ALSO:

A part of the East half of the West half of the Southeast quarter of said Section Two (2), Township and Range aforesaid, described as follows, to-wit:

Beginning at the Northeast corner of the Northwest quarter of the said Southeast quarter, and running thence West 20 rods; thence South to the North line of the right of way of the railroad formerly known as the I. D. & S. Railroad; thence East with the North line of said right of way, to the East line of said quarter quarter; thence North to the place of beginning, containing in said two tracts 37-1/2 acres, more or less.

TRACT E: 67-01-02-100-006.000-009

The Northwest quarter of the Northeast quarter of Section 2, in Township 16 North, Range 3 West.

EXCEPT THEREFROM:

Beginning at a point on the North line of the Northwest quarter of the Northeast quarter of Section 2, Township 16 North, Range 3 West which point is 809.0 feet West of the Northeast corner of said Northwest quarter quarter; thence South 360.0 feet; thence West 242.0 feet; thence North 350.0 feet to the North line of the aforesaid

EXHIBIT A
(Continued)

Northwest quarter quarter; thence East 242.0 feet with said North line to the point of beginning containing 2.0 acres. Containing after said exception 46 acres, more or less.

Kay Britton

Location No. 36

21

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That we, RAY BRITTON, CHAIRMAN
OF BOARD, AND LOUISE BRITTON, PRESIDENT OF
BRITTON FARMS INC. AND EDWARD BRITTON, ASST. SEC.
of PUTNAM County, Indiana, for a good and valuable consideration one receipt
whereof is hereby acknowledged, does hereby grant unto Hendricks County REMC, a Corporation, whose
postoffice address and principal office is Danville, Hendricks County, Indiana, and to its successors or as-
signs, the right to enter upon the lands of the undersigned, situated in the county of PUTNAM
State of Indiana.

The West Half of the Northeast Quarter of the Northeast quarter and the West Half
of Southeast quarter of the Northeast quarter of Section 10 in Township 16 N
Range 3 West containing 40 acres. Also, a part of the west half of the Northeast
quarter of section 10 in Township 16N Range 3W described as follows, to-wit:
Commencing in the west line of said West half of said Northeast quarter; 53 1/3
rods south of the Northwest corner of said quarter; thence east parallel with the
north line of said quarter 80 rods to the east line of said West half; thence
south on said line 53 1/3 rods; thence west parallel with the North line 80 rods
to said west line; thence north on said west line to place of beginning, containing
26.66 2/3 acres also the Southeast quarter of the Northeast half of Section 10 16N
3W containing in all 66.66 2/3 acres more or less.

In granting this Easement, it is understood that the Hendricks Co. R.E.M.C., a
Utility Company, who's office is located in Danville, Indiana, will construct a
Electric line and locate poles on and along the south property line of the above
description. That pole locations be not more than 2' north of said property line
and that said R.E.M.C. has the right to construct and maintain said distribution
line or system.

#16760
RECEIVED FOR RECORD
... 11 day ... Oct. 19 19 74
and recorded in record number 44
... page 36 of
11.02 o'clock A. M

James M. Perry, Recorder
PUTNAM COUNTY RECORDER

_____ quarter of the
_____ quarter of
Section _____
in Township _____
of Range _____

and to place, construct, operate, repair, maintain, reset and replace thereon and in or upon all streets, roads or highways abutting said lands an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

In granting this easement it is understood that at pole location, 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, so long as it does not materially increase the cost of construction.

That pole locations be not more than 2 feet North of the south line of the NE quarter of section 10 in Twp 16 N., Range 3 West.
This easement is specifically limited to the 2 feet strip along this south line. This easement shall cease if the fence row is not kept clear of brush and trees.
IN WITNESS WHEREOF, the undersigned has set their, my hand and seal this 30th day of July 1974.

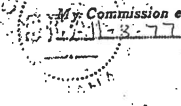
Ray Britton CHAIRMAN (SEAL)
Mrs. Louise Britton PRESIDENT (SEAL)
Edward Britton ASST. SECY. (SEAL)

STATE OF INDIANA }
Putnam COUNTY } SS:

Before me, the undersigned notary public in and for said county and state on the 30th day of July, 1974, personally appeared RAY BRITTON, LOUISE BRITTON AND EDWARD BRITTON OF BRITTON FARMS INC.

and duly acknowledged the execution of the foregoing easement.

Notary Public Signature
NOTARY PUBLIC





DRAINAGE EASEMENT

Cross-Reference

This easement encumbers real estate, which was most recently transferred by Deed recorded May 31, 2001 as Instrument No. 2001003701 in the Office of the Recorder of Putnam County, Indiana.

Grant of Easement

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, James L. Williams and Margaret C. Williams (hereafter, collectively "Grantor") own certain real estate located in Putnam County, Indiana, being more particularly described on attached Exhibit "A"; and

WHEREAS, Britton Farms, Inc. (hereafter "Britton") owns certain real estate located in Putnam County, Indiana, being more particularly described on attached Exhibit "B"; and

WHEREAS, David N. Williams (hereafter "Williams") owns certain real estate located in Putnam County, Indiana, being more particularly described on attached Exhibit "C"; and

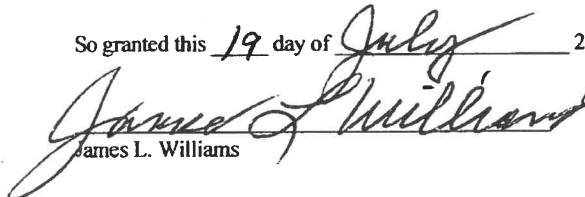
WHEREAS, Grantor is willing and desirous of granting and establishing unto Britton and Williams, and to their successors and assigns, a drainage easement over, under, through and across those portions of Grantor's property more particularly described on attached Exhibit "D" ("Easement Areas") and depicted on attached Exhibit "E", subject to certain terms and conditions; and

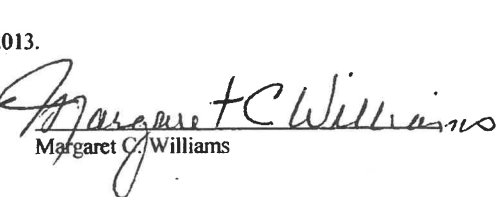
WHEREAS, said easement will be for the benefit of that real estate described in Exhibits B and C.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, James L. Williams and Margaret C. Williams do hereby grant unto Britton Farms, Inc. and David N. Williams, and to their successors and assigns, a drainage easement over, under, through and across that real estate being more particularly described in attached Exhibit "D" and depicted on attached Exhibit "E", for the benefit of the real estate described in attached Exhibits "B" and "C", subject to the following terms and conditions:

1. That this easement shall include the rights of Britton and Williams to access, construct, install, use, repair and maintain the Easement Areas for drainage purposes.
2. That Grantor may utilize the Easement Areas in any manner not inconsistent with Grantee's use, including but not limited to utilizing the Easement Areas and improvements therein for drainage purposes.
3. That if the Easement Areas are utilized by multiple parties for drainage purposes, then the parties utilizing the Easement Areas shall equally share the expense of any maintenance or repair to the commonly used improvements.
4. That any action to enforce the terms of this Agreement shall include attorney's fees and any costs thereof to the successful party.
5. That the easement herein shall run with the land of Grantor and shall inure to the benefit of the owners of real estate described on attached Exhibit "B" and "C".

So granted this 19 day of July 2013.


James L. Williams


Margaret C. Williams

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared James L. Williams and Margaret C. Williams, who acknowledged the execution of the foregoing Drainage Easement, and who having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 19th day of July 2013.

My Commission Expires:
June 28, 2019
Resident of Hendricks County

Elaine Burkhard
Notary Public - Signature
Elaine BURKHARD
Notary Public - Printed Name



This instrument was prepared by Ben Comer, Attorney-at-Law, P.O. Box 207, Danville, IN 46122, (317-745-4300).

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, Ben Comer.

EXHIBIT "A"
Grantor Tract

Situate in the State of Indiana, County of Putnam and being a part of the East Half of the Southwest Quarter of Section 3, Township 16 North, Range 3 West of the Second Principal Meridian, more particularly described to-wit: Commencing at a nail marking the Southwest Corner of the East Half of the Southwest Quarter of Section 3, Township 16 North, Range 3 West; thence North 00 degrees 26 minutes 16 seconds West 1500.10 feet with the West line of said East Half Quarter to a mag nail on the North right-of-way line of the B & O Railroad and the true point of beginning of real estate herein described; thence North 00 degrees 26 minutes 16 seconds West 684.75 feet with said West line to a mag nail; thence North 89 degrees 47 minutes 22 seconds East 1328.46 feet with an existing property line to a 5/8 inch rebar on the East line of said East Half Quarter; thence South 00 degrees 02 minutes 05 seconds West 684.75 feet with the East line of said East Half Quarter to a 5/8 inch rebar on the North right-of-way of the B & O Railroad; thence South 89 degrees 47 minutes 22 seconds West 1322.82 feet with said North right-of-way to the point of beginning, containing 20.84 acres, more or less.

ALSO: Situate in the State of Indiana, County of Putnam and being a part of the South Half of Section 3, Township 16 North, Range 3 West of the Second Principal Meridian, more particularly described to-wit: Beginning at a nail marking the Southwest Corner of the East Half of the Southwest Quarter of Section 3, Township 16 North, Range 3 West; thence North 00 degrees 26 minutes 16 seconds West 1350.10 feet with the West line of said West Half Quarter to a railroad spike marking a corner of a 0.83 acre tract; thence North 89 degrees 47 minutes 22 seconds East 150.00 feet to a 5/8 inch rebar marking a corner of said 0.83 acre tract; thence North 00 degrees 31 minutes 37 seconds West 50.00 feet to a 5/8 inch rebar marking the Northeast corner of said 0.83 acre tract and on the South right-of-way of the B & O Railroad; thence North 89 degrees 47 minutes 22 seconds East 1320.51 feet with said South right-of-way to a 5/8 inch rebar; thence South 00 degrees 02 minutes 05 seconds West 1434.18 feet with an existing deed line to a mag nail on the South line of said Section 3; thence North 88 degrees 19 minutes 31 seconds West 148.50 feet with said South line to a brass rod marking the Southeast Corner of the East Half of the Southwest Quarter of said Section 3; thence North 88 degrees 56 minutes 04 seconds West 1310.65 feet with the South line of said East Half Quarter to the point of beginning, containing 47.45 acres, more or less.

EXHIBIT "B"
Britton Tract

A part of the West half of the Northeast quarter of Section Ten (10) in Township Sixteen (16) North of Range Three (3) West, Putnam County, Indiana, described as follows, to-wit:

Commencing in the West line of said West half of said Northeast quarter fifty-three and one-third ($53 \frac{1}{3}$) rods South of the Northwest corner of said quarter; thence East parallel with the North line of said quarter eighty (80) rods to the East line of said West half; thence South on said line fifty-three and one-third ($53 \frac{1}{3}$) rods; thence West parallel with the North line eighty (80) rods to said West line; thence North on said West line to the Place of Beginning, containing twenty-six and sixty-six and two thirds hundredths acres ($26.66 \frac{2}{3}$)

ALSO, the following described real estate in Putnam County, Indiana, to-wit:
26 $\frac{2}{3}$ acres off of the North end of the West half of the Northeast quarter of Section Ten (10), Township Sixteen (16) North of Range Three (3) West.

ALSO:

The West half of the Northeast quarter of the Northeast quarter and the West half of the Southeast quarter of the Northeast quarter of Section Ten (10) in Township Sixteen (16) North in Range Three (3) West, Putnam County, Indiana, containing Forty (40) acres.

ALSO:

A part of the Southeast quarter of the Southeast quarter of Section 3, Township 16 North, Range 3 West, and a part of the West half of the Southwest quarter of Section 2 in said Township 16 North, Range 3 West, Putnam County, Indiana, bounded as follows, to-wit:

Commencing 1 chain and 41 links East of the Southwest corner of said Section 2; thence North parallel with the section line 23 chains and 21 $\frac{1}{4}$ links to the right-of-way of the railroad; thence Southwesterly along said right-of-way 14 chains 51 $\frac{3}{4}$ links to a stone; thence South 22 chains and 63 $\frac{2}{3}$ links to a stone on the section line; thence East 14 chains 51 $\frac{3}{4}$ links to the Place of beginning, containing 33 $\frac{29}{100}$ acres, more or less.

ALSO:

A part of the Southeast quarter of Section 3, Township 16 North of Range 3 West, Putnam County, Indiana, bounded as follows, to-wit:

Commencing at a stone on the section line 13 chains and 10 $\frac{3}{4}$ links West of the Southeast corner of said Section 3; thence North parallel with the East line 22 chains and 63 $\frac{2}{3}$ links to a stone at the Northwest corner of said Naoma E. New's share; thence Southwestwardly along the right-of-way of the railroad 13 chains and 11 $\frac{1}{2}$ links; thence South 22 chains and 25 $\frac{3}{4}$ links to the section line; thence East 13 chains and 11 $\frac{1}{2}$ links to the Place of Beginning, except 2 acres out of the Southwest corner thereof, leaving 27 $\frac{46}{100}$ acres.

ALSO:

Twenty-six and sixty-six hundredths (26.66) acres off of the South end of the Southwest quarter of the Northeast quarter of Section 10, Township 16 North, Range 3 West, Putnam County, Indiana.

EXHIBIT C
Williams Tract

Situate in the State of Indiana, County of Putnam and being a part of the West Half of the Southeast Quarter of Section 3, Township 16 North, Range 3 West of the Second Principal Meridian, more particularly described to-wit: Commencing at a brass rod marking the Southwest Corner of the West Half of the Southeast Quarter of Section 3, Township 16 North, Range 3 West; thence South 88 degrees 19 minutes 31 seconds East 148.50 feet with the South line of said West Half Quarter to a mag nail and the true point of beginning of real estate herein described; thence North 00 degrees 02 minutes 05 seconds East 1434.18 feet to a 5/8 inch rebar on the South right-of-way of the B & O Railroad; thence North 89 degrees 47 minutes 22 seconds East 712.34 feet with said South right-of-way to a wood corner post; thence South 00 degrees 16 minutes 13 seconds West 1457.47 feet with an existing property line to a mag nail on the South line of said West Half Quarter; thence North 88 degrees 19 minutes 31 seconds West 706.63 feet with said South line to the point of beginning, containing 23.55 acres, more or less.

EXHIBIT D
EASEMENT AREAS

EASEMENT #1

Part of the South Half of Section 3, Township 16 North, Range 3 West of the Second Principal Meridian, Putnam County, Indiana, being a 30-foot strip of land the center line of which is described as follows: Commencing at the southwest corner of the East Half of the Southwest Quarter of said Section 3; thence North 00 degrees 26 minutes 16 seconds West (bearing from Instrument Number 2001003701, Office of the Recorder) 1649.13 feet to the Point of Beginning of said center line; thence South 49 degrees 44 minutes 27 seconds East 37.85 feet; thence South 06 degrees 38 minutes 37 seconds East 175.56 feet to the terminus. The sidelines of said easement are to be lengthened or shortened to intersect the west and south lines of the grantor's land.

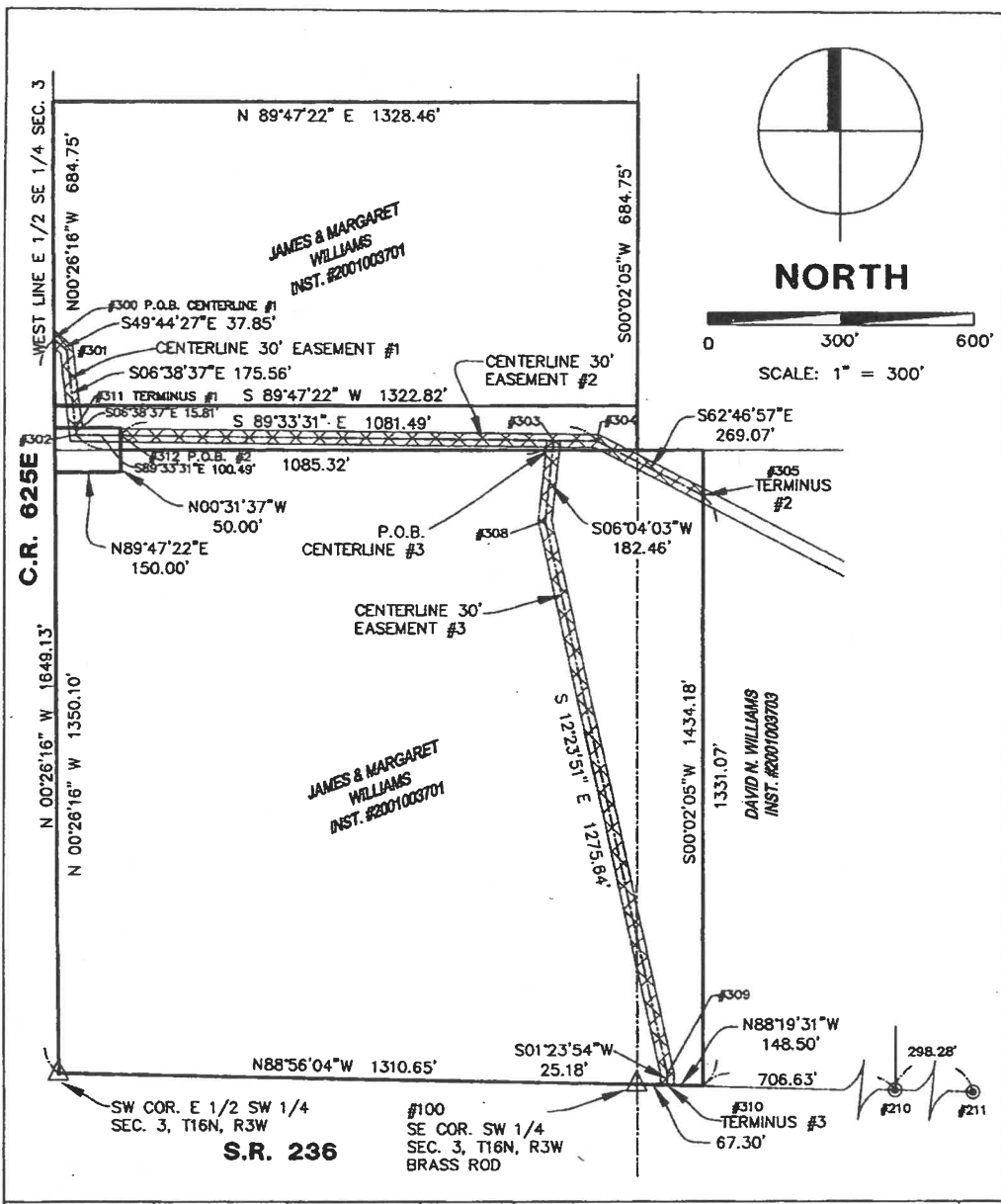
EASEMENT #2


Part of the South Half of Section 3, Township 16 North, Range 3 West of the Second Principal Meridian, Putnam County, Indiana, being a 30-foot strip of land the center line of which is described as follows: Commencing at the southwest corner of the East Half of the Southwest Quarter of said Section 3; thence North 00 degrees 26 minutes 16 seconds West (bearing from Instrument Number 2001003701, Office of the Recorder) 1649.13 feet; thence South 49 degrees 44 minutes 27 seconds East 37.85 feet; thence South 06 degrees 38 minutes 37 seconds East 191.37 feet; thence South 89 degrees 33 minutes 31 seconds East 100.49 feet to the Point of Beginning of said center line; thence continuing South 89 degrees 33 minutes 31 seconds East 1081.49 feet; thence South 62 degrees 46 minutes 57 seconds East 269.07 feet to the terminus. The sidelines of said easement are to be lengthened or shortened to intersect the east and west lines of the grantor's land.

EASEMENT #3

Part of the South Half of Section 3, Township 16 North, Range 3 West of the Second Principal Meridian, Putnam County, Indiana, being a 30-foot strip of land the center line of which is described as follows: Commencing at the southwest corner of the East Half of the Southwest Quarter of said Section 3; thence North 00 degrees 26 minutes 16 seconds West (bearing from Instrument Number 2001003701, Office of the Recorder) 1649.13 feet; thence South 49 degrees 44 minutes 27 seconds East 37.85 feet; thence South 06 degrees 38 minutes 37 seconds East 191.38 feet; thence South 89 degrees 33 minutes 31 seconds East 1085.32 feet to the Point of Beginning of said center line; thence South 06 degrees 04 minutes 03 seconds West 182.46 feet; thence South 12 degrees 23 minutes 51 seconds East 1275.64 feet; thence South 01 degree 23 minutes 54 seconds West 25.18 feet to the south line of the Southeast Quarter of said Section 3 and the terminus. The sidelines of said easement are to be lengthened or shortened to intersect the west and south lines of the grantor's land.

EXHIBIT "E"



DATE: 01-10-13	DRAWN: P.L.A.	CHECKED: P.L.A.	DATE:	REVISION	BY
 KRUSE CONSULTING Civil Engineers & Land Surveyors 7384 Business Center Drive Avon, Indiana 46123-9531 (317) 272-5508 • Fax: (317) 272-2410			EASEMENT EXHIBIT PT. SE 1/4 SEC. 3, T16N, R3W FOR BRITTON FARMS, INC.		JOB NUMBER 1174 SHEET 1 OF 2

16

23

2013004398 MISC \$21.00
08/13/2013 03:55:30P 6 PGS
Opal Sutherland
Putnam County Recorder IN
Recorded as Presented



DRAINAGE EASEMENT

Cross-Reference

This easement encumbers real estate, which was most recently transferred by Deed recorded May 31, 2001 as Instrument No. 2001003703 in the Office of the Recorder of Putnam County, Indiana.

Grant of Easement

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, David N. Williams, (hereafter "Grantor") own certain real estate located in Putnam County, Indiana, being more particularly described on attached Exhibit "A"; and

WHEREAS, Britton Farms, Inc. (hereafter "Grantee") owns certain real estate located in Putnam County, Indiana, being more particularly described on attached Exhibit "B"; and

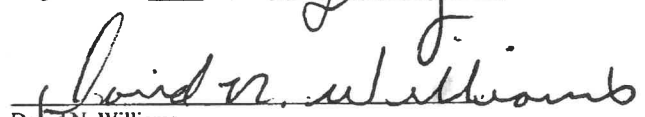
WHEREAS, Grantor is willing and desirous of granting and establishing unto Grantee, and to its successors and assigns, a drainage easement over, under, through and across that portion of Grantor's property more particularly described on attached Exhibit "C" ("Easement Area") and depicted on attached Exhibit "D", subject to certain terms and conditions; and

WHEREAS, said easement will be for the benefit of that real estate described in Exhibit B.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, David N. Williams does hereby grant unto Britton Farms, Inc., and its successors and assigns, a drainage easement over, under, through and across that real estate being more particularly described in attached Exhibit "C" and depicted on attached Exhibit "D", for the benefit of the real estate described in attached Exhibit "B", subject to the following terms and conditions:

1. That this easement shall include the rights of Grantee to access, construct, install, use, repair and maintain the Easement Area for drainage purposes.
2. That Grantor may utilize the Easement Area in any manner not inconsistent with Grantee's use, including but not limited to utilizing the Easement Area and improvements therein for drainage purposes.
3. That if the Easement Area is utilized by both parties for drainage purposes, then the parties shall equally share the expense of any maintenance or repair to the commonly used improvements.
4. That any action to enforce the terms of this Agreement shall include attorney's fees and any costs thereof to the successful party.
5. That the easement herein shall run with the land of Grantor and shall inure to the benefit of the owners of real estate described on attached Exhibit "B".

So granted this 30 day of July 2013.


David N. Williams

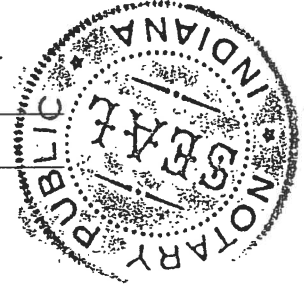
STATE OF INDIANA)
COUNTY OF Hendricks)SS:

Before me, a Notary Public in and for said County and State, personally appeared David N. Williams, who acknowledged the execution of the foregoing Drainage Easement, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 30th day of July 2013.

My Commission Expires:
JUNE 28, 2019
Resident of Hendricks County

Elaine Burkhard
Notary Public - Signature
Elaine Burkhard
Notary Public - Printed Name



This instrument was prepared by Ben Comer, Attorney-at-Law, P.O. Box 207, Danville, IN 46122, (317-745-4300).

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, Ben Comer.

EXHIBIT "A"
Grantor Tract

Situate in the State of Indiana, County of Putnam and being a part of the West Half of the Southeast Quarter of Section 3, Township 16 North, Range 3 West of the Second Principal Meridian, more particularly described to-wit: Commencing at a brass rod marking the Southwest Corner of the West Half of the Southeast Quarter of Section 3, Township 16 North, Range 3 West; thence South 88 degrees 19 minutes 31 seconds East 148.50 feet with the South line of said West Half Quarter to a mag nail and the true point of beginning of real estate herein described; thence North 00 degrees 02 minutes 05 seconds East 1434.18 feet to a 5/8 inch rebar on the South right-of-way of the B & O Railroad; thence North 89 degrees 47 minutes 22 seconds East 712.34 feet with said South right-of-way to a wood corner post; thence South 00 degrees 16 minutes 13 seconds West 1457.47 feet with an existing property line to a mag nail on the South line of said West Half Quarter; thence North 88 degrees 19 minutes 31 seconds West 706.63 feet with said South line to the point of beginning, containing 23.55 acres, more or less.

EXHIBIT "B"
Grantee Tract

A part of the West half of the Northeast quarter of Section Ten (10) in Township Sixteen (16) North of Range Three (3) West, Putnam County, Indiana, described as follows, to-wit:

Commencing in the West line of said West half of said Northeast quarter fifty-three and one-third ($53 \frac{1}{3}$) rods South of the Northwest corner of said quarter; thence East parallel with the North line of said quarter eighty (80) rods to the East line of said West half; thence South on said line fifty-three and one-third ($53 \frac{1}{3}$) rods; thence West parallel with the North line eighty (80) rods to said West line; thence North on said West line to the Place of Beginning, containing twenty-six and sixty-six and two thirds hundredth acres ($26.66 \frac{2}{3}$)

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

$26 \frac{2}{3}$ acres off of the North end of the West half of the Northeast quarter of Section Ten (10), Township Sixteen (16) North of Range Three (3) West.

ALSO:

The West half of the Northeast quarter of the Northeast quarter and the West half of the Southeast quarter of the Northeast quarter of Section Ten (10) in Township Sixteen (16) North in Range Three (3) West, Putnam County, Indiana, containing Forty (40) acres.

ALSO:

A part of the Southeast quarter of the Southeast quarter of Section 3, Township 16 North, Range 3 West, and a part of the West half of the Southwest quarter of Section 2 in said Township 16 North, Range 3 West, Putnam County, Indiana, bounded as follows, to-wit:

Commencing 1 chain and 41 links East of the Southwest corner of said Section 2; thence North parallel with the section line 23 chains and $21 \frac{1}{4}$ links to the right-of-way of the railroad; thence Southwesterly along said right-of-way 14 chains $51 \frac{3}{4}$ links to a stone; thence South 22 chains and $63 \frac{2}{3}$ links to a stone on the section line; thence East 14 chains $51 \frac{3}{4}$ links to the Place of beginning, containing $33 \frac{29}{100}$ acres, more or less.

ALSO:

A part of the Southeast quarter of Section 3, Township 16 North of Range 3 West, Putnam County, Indiana, bounded as follows, to-wit:

Commencing at a stone on the section line 13 chains and $10 \frac{3}{4}$ links West of the Southeast corner of said Section 3; thence North parallel with the East line 22 chains and $63 \frac{2}{3}$ links to a stone at the Northwest corner of said Naoma E. New's share; thence Southwestwardly along the right-of-way of the railroad 13 chains and $11 \frac{1}{2}$ links; thence South 22 chains and $25 \frac{3}{4}$ links to the section line; thence East 13 chains and $11 \frac{1}{2}$ links to the Place of Beginning, except 2 acres out of the Southwest corner thereof, leaving $27 \frac{46}{100}$ acres.

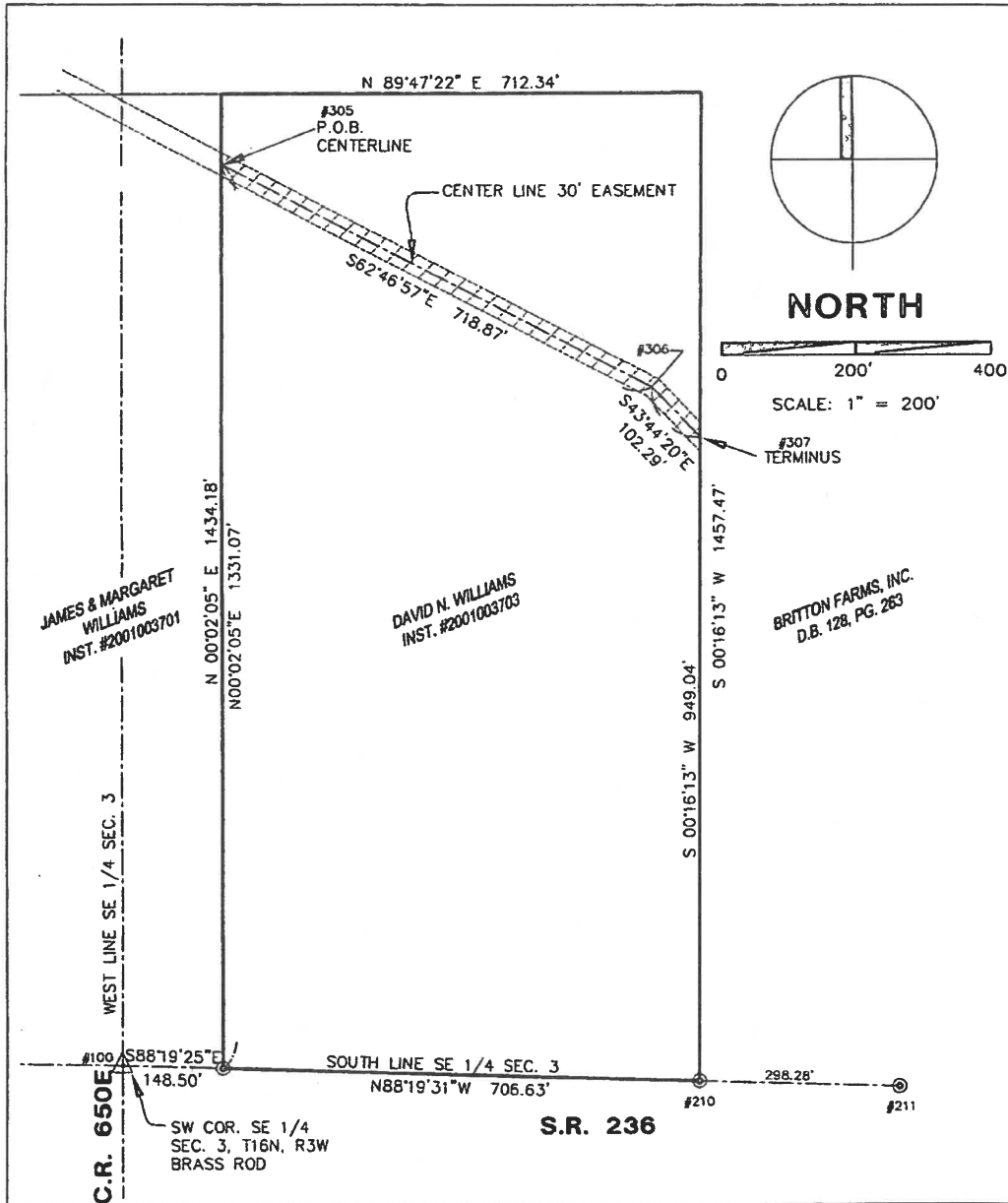
ALSO:


Twenty-six and sixty-six hundredths (26.66) acres off of the South end of the Southwest quarter of the Northeast quarter or Section 10, Township 16 North, Range 3 West, Putnam County, Indiana.

EXHIBIT C
EASEMENT AREA

Part of the Southeast Quarter of Section 3, Township 16 North, Range 3 West of the Second Principal Meridian, Putnam County, Indiana, being a 30-foot strip of land the center line of which is described as follows: Commencing at the southwest corner of said Quarter; thence South 88 degrees 19 minutes 25 seconds East (bearing from Instrument Number 2001003703, Office of the Recorder) 148.50 feet; thence North 00 degrees 02 minutes 05 seconds East 1331.07 feet to the Point of Beginning; thence South 62 degrees 46 minutes 57 seconds East 718.87 feet; thence South 43 degrees 44 minutes 20 seconds East 102.29 feet to the terminus. The side lines of said easement are to be lengthened or shortened to intersect the east and west lines of the grantor's land.

EXHIBIT "D"

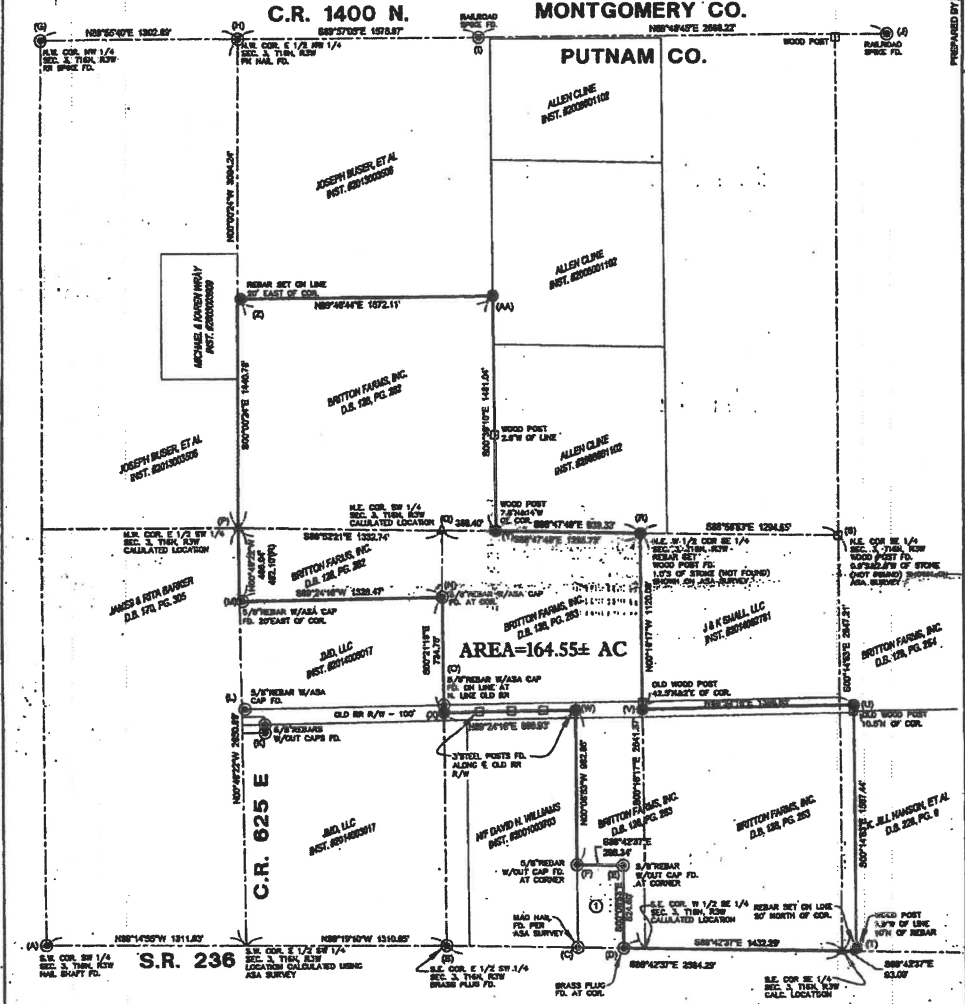


DATE: 01-10-13	DRAWN: P.L.A.	CHECKED: P.L.A.	DATE:	REVISION	BY
 KRUSE CONSULTING Civil Engineers & Land Surveyors 7384 Business Center Drive Avon, Indiana 46123-9531 (317) 272-5508 • Fax: (317) 272-2410			EASEMENT EXHIBIT PT. SE 1/4 SEC. 3, T16N, R3W FOR BRITTON FARMS, INC.		JOB NUMBER 1174 SHEET 1 OF 2

2015000693 SURV OVR \$25.00
2/13/2015 10:59:17 AM 2 PGS
Tracy L Bridges
Putnam County Recorder IN
Recorded as Presented



I AFFIRM, UNDER THE PENALTIES OF PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.
PETER L. ARNOLD



AREA=164.55± AC

SURVEYOR'S CERTIFICATION

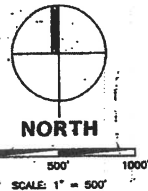
THIS IS TO CERTIFY THAT THE SURVEY WAS PERFORMED UNDER MY DIRECTION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF WAS EXECUTED ACCORDING TO THE SURVEY REQUIREMENTS OF TITLE 36, ARTICLE 1, CHAPTER 12 OF THE INDIANA ADMINISTRATIVE CODE. THE FIELD WORK FOR THIS SURVEY WAS COMPLETED ON JANUARY 22, 2015.

Peter L. Arnold
PETER L. ARNOLD
PROFESSIONAL SURVEYOR NO. 80584
STATE OF INDIANA
JANUARY 22, 2015



C.R. 650 E

① HENDELL & BECKY UNDERWOOD
DIST. 2008011808



PREPARED BY: PETER L. ARNOLD
DATE: 01-22-2015
DRAWN: P.A. CHESNEY, P.A.
FILED: SURVEYOR
COUNTY: PUTNAM
TOWNSHIP: WASHINGTON
RANGE: 21N
SECTION: 3S
SHEET: 1 OF 1

CLIENT:
BRITTON FARMS, INC.
1717 ALLIANT AVE., STE 21
LOUISVILLE, KY 40289

PROJECT:
RETRACEMENT SURVEY
PART OF SEC. 3, T16N, R3W
SR 236 & CR 625 E, ROACHDALE, IN

KRUSE CONSULTING
Civil Engineers & Land Surveyors
7344 Business Center Drive
Indianapolis, Indiana 46251
(317) 272-3333 • Fax: (317) 272-3410

LAND DESCRIPTION

DEED BOOK 128, PAGE 282

PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF AND OF THE EAST HALF OF THE NORTHWEST QUARTER AND OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 18 NORTH, RANGE 3 WEST, BOUNDARY AS FOLLOWS: BEGINNING AT THE CENTER OF SAID SECTION 3, THENCE EAST 5 CHAINS AND 40 LINKS, THENCE NORTH 22 CHAINS AND 44 LINKS, THENCE SOUTH 88 DEGREES WEST, 25 CHAINS AND 33 LINKS, THENCE SOUTH 21 CHAINS AND 43 LINKS TO THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 3, THENCE SOUTH 27 40 RODS, THENCE EAST PARALLEL WITH THE LINE OF THE RIGHT-OF-WAY OF THE INDIANAPOLIS, CECILIA AND SPRINGFIELD RAILROAD TO THE EAST LINE OF SAID HALF QUARTER, THENCE NORTH TO THE CENTER OF SAID SECTION 3, THE PLACE OF BEGINNING, CONTAINING 65.2 ACRES, MORE OR LESS, IN PUTNAM COUNTY, INDIANA.

DEED BOOK 128, PAGE 283

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 18 NORTH, RANGE 3 WEST AND A PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 2 IN SAID TOWNSHIP (FOURTH, RANGE 3 WEST, BOUNDARY AS FOLLOWS, TO WIT: COMMENCING 1 CHAIN AND 41 LINKS EAST OF THE SOUTHWEST CORNER OF SAID SECTION 2, THENCE NORTH PARALLEL WITH THE SECTION LINE 23 CHAINS AND 21 LINKS TO THE RIGHT OF WAY OF THE RAILROAD, THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY 14 CHAINS 81 3/4 LINKS TO A STONE, THENCE SOUTH 22 CHAINS AND 83 LINKS TO A STONE ON THE SECTION LINE, THENCE EAST 14 CHAINS 81 3/4 LINKS TO THE PLACE OF BEGINNING, CONTAINING 33 29/100 ACRES, MORE OR LESS. ALSO A PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 18 NORTH OF RANGE 3 WEST, BOUNDARY AS FOLLOWS, TO WIT: COMMENCING AT A STONE ON THE SECTION LINE 15 CHAINS AND 10 3/4 LINKS WEST OF THE SOUTHWEST CORNER OF SAID SECTION 3, THENCE NORTH PARALLEL WITH EAST LINE 23 CHAINS AND 43 30 LINKS TO A STONE AT THE NORTHWEST CORNER OF SAID MADAM E. MEYER'S SHARE, THENCE SOUTHWESTERLY ALONG THE RIGHT OF WAY OF THE RAILROAD 13 CHAINS AND 11 1/2 LINKS, THENCE SOUTH 22 CHAINS AND 33 3/4 LINKS TO THE SECTION LINE, THENCE EAST 15 CHAINS AND 11 1/2 LINKS TO THE PLACE OF BEGINNING, EXCEPT 2 ACRES OUT OF THE SOUTHWEST CORNER THEREOF, LEAVING 27 48/100 ACRES ALSO, ALL THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 3 WHICH LIES NORTH OF THE RIGHT OF WAY OF THE C. H. & G. RAILROAD, CONTAINING 32 89/100 ACRES.

SURVEYOR'S REPORT

THE RECORD DESCRIPTIONS USED IN THIS SURVEY WERE PROVIDED BY RESEARCH AT THE OFFICE OF THE PUTNAM COUNTY AUDITOR AND RECORDER. THE PURPOSE OF THIS SURVEY IS TO RETRACE THE LINES OF THE BRITTON FARMS, INC. PARCELS DESCRIBED IN DEED BOOK 128, PAGE 282 AND DEED BOOK 128, PAGE 283 IN THE OFFICE OF THE PUTNAM COUNTY RECORDER. THE BASIS OF MEASUREMENTS IS ASSUMED. BEARING AND DISTANCE RELATIONSHIPS TO FOUND ADJACENT PROPERTIES IS SHOWN ON THE ATTACHED PLAT FOR THE PURPOSE OF ESTABLISHING A HISTORY OF DOCUMENTATION. HOWEVER, THIS PLAT DOES NOT REPRESENT A SURVEY OF SAID ADJACENT PROPERTIES.

THERE MAY BE DIFFERENCES WITH DEED DIMENSIONS WHEN COMPARED WITH MEASURED DIMENSIONS ALONG THE BOUNDARY LINES SHOWN HEREON. IN CASES WHERE THE MAGNITUDE OF THESE DIFFERENCES IS LESS THAN THE RELATIVE POSITIONAL ACCURACY STATED IN THE FOLLOWING REPORT AND LESS THAN THE UNCERTAINTY IDENTIFIED FOR THE REFERENCE MONUMENTATION DISCUSSED IN THE FOLLOWING REPORT, THE DIFFERENCES MAY BE CONSIDERED INCONSIDERABLE AND ARE SHOWN ONLY FOR THE PURPOSES OF MATHEMATICAL CLOSURE AND ARE THEREFORE NOT DISCUSSED BELOW. WHEN SUCH DIFFERENCES ARE GREATER THAN SAID UNCERTAINTIES OR ARE THE RESULT OF TITLE DISCREPANCIES, THEY ARE GENERALLY DISCUSSED IN MORE DETAIL BELOW AS MAY BE NECESSARY FOR CLARITY OF THE LINES ESTABLISHED OR REESTABLISHED BY THIS SURVEY.

UNLESS OTHERWISE NOTED ON THE ATTACHED PLAT OR IN THE FOLLOWING REPORT, THERE IS NO EVIDENCE OF OCCUPATION ALONG THE BOUNDARY LINES OF THE SUBJECT TRACT. WHEN FENCES OR OTHER LINES OF OCCUPATION ARE SHOWN ON THE PLAT, THEY HAVE BEEN LOCATED ONLY AT THE SPOTS OR SPECIFIC LOCATIONS NOTED; THEREFORE, FOR THE PURPOSES OF THIS SURVEY, SUCH LINES ARE ASSUMED TO RUN STRAIGHT BETWEEN SAID LOCATIONS, BUT IN ACTUALITY MAY SLIGHTLY VARY FROM SUCH STRAIGHT LINE.

SURVEY DATA UTILIZED FROM THE FOLLOWING SOURCES:

A SURVEY OF WHAT IS AT THIS DATE THE AID LLC AND DAVID WILLIAMS PARCELS PREPARED BY ASA LAND SURVEYING UNDER JOB #V-400C IS RECORDED AS INSTRUMENT NUMBER 200100484 IN THE OFFICE OF THE PUTNAM COUNTY RECORDER.

A SURVEY IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 18 NORTH, RANGE 3 WEST PREPARED BY DAVID E. FENLURF DATED APRIL 9, 1998 IS RECORDED IN MISCELLANEOUS BOOK 113, PAGE 177 IN THE OFFICE OF THE PUTNAM COUNTY RECORDER.

IN ACCORDANCE WITH THE INDIANA SURVEY STANDARDS AS DEFINED IN TITLE 36, ARTICLE 4, RULE 12 OF THE INDIANA ADMINISTRATIVE CODE, THE FOLLOWING OBSERVATIONS AND OPINIONS ARE SUBMITTED WITH REFERENCE TO THE UNCERTAINTIES IN THE LOCATIONS OF THE LINES AND CORNERS ESTABLISHED ON THIS SURVEY AS A RESULT OF:

1) VARIANCE CAUSED BY THE AVAILABILITY AND CONDITION OF RECORD MONUMENTS - NO CURRENT SECTION CORNER REFERENCES WERE AVAILABLE FROM THE PUTNAM COUNTY SURVEYOR'S OFFICE.

NOTE: AS ALLOWED IN SAID RULE 12, CERTAIN CORNER MONUMENTS MAY NOT BE SET IF AN EXISTING MONUMENT IS FOUND AT THE CORNER THAT IS WITHIN THE LIMITS OF THE RELATIVE POSITIONAL ACCURACY FOR THE CLASS OF SURVEY BEING PERFORMED.

2) THE EXISTING DEEDS AND PLATS OF RECORD - THERE IS A POTENTIAL DEED GAP OF 14 FEET BETWEEN THE SOUTH LINE OF THE PARCEL DESCRIBED IN DEED BOOK 128, PAGE 282 AND THE ADJACENT. THERE IS NO PHYSICAL EVIDENCE OF THIS LINE. NO OTHER DISCREPANCIES NOTED.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN UP-TO-DATE ABSTRACT OR AN UP-TO-DATE TITLE REPORT, AND IS THEREFORE SUBJECT TO ANY STATEMENT OF FACT THAT SUCH DOCUMENTS MAY DISCLOSE.

3) THE OCCUPATION OR POSSESSION LINES (FENCES, ETC.) AS RELATED TO THE SURVEYED LINES - THE FENCES ALONG THE LINES OF THE SUBJECT TRACT CREATE THE UNCERTAINTIES NOTED ON THE ATTACHED PLAT. UNWRITTEN RIGHTS MAY BE ASSOCIATED WITH SAID OCCUPATION LINES.

4) THE RELATIVE POSITIONAL ACCURACY - THE RELATIVE POSITIONAL ACCURACY OF THE LINES AND CORNERS OF THIS SURVEY DUE TO MEASUREMENTS IS WITHIN THE SPECIFICATIONS FOR A RURAL SURVEY (1/8 INCH PER FOOT PLUS 200 PARTS PER MILLION).

THEORY OF LOCATION

THE FENCE ROWS ALONG THE VARIOUS LINES OF THE PARCELS SURVEYED HAVE BEEN REMOVED. SEVERAL SECTION CORNER STONES HAVE BEEN DELIBERATED AS A RESULT OF THIS ACTIVITY.

A) A NAIL SHAVT WAS FOUND AT THE APPARENT SOUTHWEST CORNER OF SECTION 3. THIS MONUMENT IS ACCEPTED AS THE BEST AVAILABLE EVIDENCE OF THE CORNER. THERE IS AN UNKNOWN AMOUNT OF UNCERTAINTY IN THIS MONUMENT.

B) A BRASS PLUG WAS FOUND AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 3 AT THE INTERSECTION OF S.R. 236 AND COUNTY ROAD 850 EAST. THIS MONUMENT IS ACCEPTED AS THE BEST AVAILABLE EVIDENCE OF THE CORNER. THERE IS AN ESTIMATED UNCERTAINTY OF 1 FOOT.

C) A BRASS PLUG WAS FOUND AND ACCEPTED AS THE SOUTHWEST CORNER OF THE UNDERWOOD PARCEL. THIS PARCEL IS LISTED AS AN EXCEPTION IN DEED BOOK 128, PAGE 282.

D) A BRASS PLUG WAS FOUND AND ACCEPTED AS THE NORTHEAST CORNER OF THE UNDERWOOD PARCEL. THIS PARCEL IS LISTED AS AN EXCEPTION IN DEED BOOK 128, PAGE 282.

E) A 58-INCH REBAR WITHOUT A CAP WAS FOUND AND ACCEPTED AS THE NORTHWEST CORNER OF THE UNDERWOOD PARCEL. THIS PARCEL IS LISTED AS AN EXCEPTION IN DEED BOOK 128, PAGE 282.

F) A RAILROAD SPIKE WAS FOUND AT THE NORTHWEST CORNER OF SECTION 3. THIS MONUMENT IS SHOWN ON THE FENLURF SURVEY AS THE CORNER.

G) A RAILROAD SPIKE WAS FOUND AT THE NORTHWEST CORNER OF EAST HALF OF THE NORTHWEST QUARTER OF SECTION 3. THIS MONUMENT IS ACCEPTED AS THE BEST AVAILABLE EVIDENCE OF THE CORNER. THERE IS AN UNKNOWN AMOUNT OF UNCERTAINTY IN THIS MONUMENT.

H) A RAILROAD SPIKE WAS FOUND ON THE APPARENT SOUTH LINE OF SECTION 34, TOWNSHIP 17 NORTH, RANGE 3 WEST.

I) A RAILROAD SPIKE WAS FOUND ON THE APPARENT SOUTH LINE OF SECTION 10, TOWNSHIP 17 NORTH, RANGE 3 WEST.

J) A RAILROAD SPIKE WAS FOUND ON THE EAST LINE OF A PARCEL THAT LIES ALONG THE SOUTH SIDE OF THE OLD RAILROAD RIGHT-OF-WAY AT COUNTY ROAD 826 EAST. BOTH ARE SHOWN AS CORNERS OF A 60X120 58-INCH REBAR WAS FOUND ON THE EAST LINE OF A PARCEL THAT LIES ALONG THE SOUTH SIDE OF THE OLD RAILROAD RIGHT-OF-WAY AT COUNTY ROAD 826 EAST.

K) A 58-INCH REBAR WITH ASA CAP WAS FOUND 15 FEET EAST OF THE NORTHWEST CORNER OF THE JMC, LLC PARCEL. THIS PARCEL IS LISTED AS AN EXCEPTION IN DEED BOOK 128, PAGE 282.

L) A 58-INCH REBAR WITH ASA CAP WAS FOUND 15 FEET EAST OF THE NORTHWEST CORNER OF THE JMC, LLC PARCEL.

M) A 58-INCH REBAR WITH ASA CAP WAS AT THE NORTHEAST CORNER OF THE UNDERWOOD PARCEL. THIS PARCEL IS LISTED AS AN EXCEPTION IN DEED BOOK 128, PAGE 282.

N) A 58-INCH REBAR WITH ASA CAP WAS AT THE SOUTHWEST CORNER OF THE JMC, LLC PARCEL THAT LIES NORTH OF THE OLD RAILROAD RIGHT-OF-WAY.

O) CALCULATED LOCATION OF THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 3 AS SHOWN ON THE ASA SURVEY.

P) CALCULATED LOCATION OF THE CENTER OF SECTION 3 AS SHOWN ON THE ASA SURVEY.

Q) REBAR SET AT THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 3. THE LOCATION IS AS SHOWN ON THE ASA SURVEY. IT WAS FORMERLY MONUMENTED BY A STONE. THE STONE WAS SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 3. A WOOD POST WAS FOUND APPROXIMATELY 1 FOOT SOUTH AND 2.8 FEET WEST OF A STONE SHOWN ON THE ASA SURVEY. THE STONE WAS NOT RECOVERED. THE ASA LOCATION FOR THE STONE WAS RECALCULATED AND USED.

R) CALCULATED LOCATION OF THE SOUTHWEST CORNER OF SECTION 3. THE LOCATION WAS CALCULATED ON A LINE BETWEEN MONUMENTS AT B AND D PROJECTED EAST THE DISTANCE LISTED IN THE UNDERWOOD DEED (1432.28 FEET). THE SOUTHWEST CORNER OF THE SURVEYED PARCEL WAS SET THE DEED DISTANCE EAST OF THIS CORNER. A 58-INCH REBAR WITH BRASS CAP WAS SET 20 FEET NORTH OF THE CORNER ON A LINE PARALLEL WITH A LINE BETWEEN T AND S.

S) 108-INCH REBAR WITH BRASS CAP SET ON A LINE RUN NORTH FROM THE SOUTHWEST CORNER AND PARALLEL WITH A LINE BETWEEN T AND B AND ON THE CENTERLINE OF THE FORMER RAILROAD RIGHT-OF-WAY. THE CENTERLINE OF THE FORMER RAILROAD WAS SET PARALLEL WITH A LINE BETWEEN THE MONUMENTS AT L AND O, OFFSET 80 FEET SOUTH.

T) 108-INCH REBAR SET AT THE INTERSECTION OF THE CENTERLINE OF THE FORMER RAILROAD AND THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 3.

U) 58-INCH REBAR SET AT THE INTERSECTION OF THE CENTERLINE OF THE FORMER RAILROAD AND THE EAST LINE OF THE WILLIAMS PARCEL. THE WILLIAMS PARCEL IS SHOWN ON THE ASA SURVEY.

V) 108-INCH REBAR SET ON THE CENTERLINE OF THE FORMER RAILROAD ON LINE BETWEEN H AND D PROJECTED SOUTH 90 FEET.

W) 108-INCH REBAR SET DEED DISTANCE EAST OF O ON LINE WITH R.

X) 108-INCH REBAR SET DEED DISTANCE NORTH OF P ON LINE WITH H.

Y) 108-INCH REBAR SET 30 FEET EAST ON LINE WITH AA.

Z) 108-INCH REBAR SET BY DEED DISTANCE INTERSECTION FROM Y AND Z.

DATE: 9-25-09
DRAWN: P.A. CHAMBERLAIN
FILE: 200909250100484
PROJECT: BRITTON FARMS, INC.
1717 ALLIANT AVE., STE. 21
LOUISVILLE, KY 40260
RETRACEMENT SURVEY
PART OF SEC. 3, T16N, R3W
SR 236 & CR 625 E, ROACHDALE, IN
KRUSE CONSULTING
7884 Bushline Center Drive
Avon, Indiana 46122-8001
(317) 272-5608 Fax: (317) 272-4110
CLIENT: BRITTON FARMS, INC.
SHEET 1 OF 1

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 three 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)

STATE OF INDIANA

COUNTY OF PUTNAM, 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 Eaby
(Written Signature)
Richard Eaby
(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

RECORDED

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
Purpose

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 2. 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 300 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 thereof, 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
Date 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	Home	State
Ray W. Britton	R.R. 1	Roachdale,		Indiana
Reggie 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 electing 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 XII
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 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, 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 Ealy
(Written Signature)
Richard Ealy
(Printed Signature)
Notary Public

This instrument was prepared by Robert E. MILLER, 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

Revised 7-30
Form 1-C-120-33
Purchase Grant

INDIANA STATE HIGHWAY COMMISSION
STATE HOUSE ANNEX,
INDIANAPOLIS, INDIANA

Original
Proj. No. 744
Section A
Str. No. _____

RIGHT OF WAY GRANT

This indenture witnesses that the undersigned, as grantors and owners of land in Putnam County, Indiana, more definitely described below, through, over and upon which will pass a public highway which it is proposed by the State of Indiana to improve, hereby grant, bargain and convey to the State of Indiana, for Right of Way, lands as described below and located by surveys and shown on plans on file in the office of the Indiana State Highway Commission and attached hereto dated _____.

The description from said plans is as follows:
Plans on State Road No. 136, A. Project No. 744 Sec. A Str. No. _____
Plans dated Mar. 1, 1932

From Station to Station	Distance in feet is from center line as shown on the above designated plans to the new Right of Way line consented to	
	Left Side of Center Line	Right Side of Center Line
<u>462+09 to 480+31</u> <u>Being in the SE 1/4 of Section 3, Twp. 16 N. R. 3 W. 2 E. 1/4</u> <u>and in the SW 1/4 of Section 2, Twp. 16 N. R. 3 W. 2 E. 1/4</u>	<u>Thirty (30) feet</u>	<u>Thirty (30) feet</u>
<u>480+42 to 485+98</u> <u>Being in the NW 1/4 of Section 11, Twp. 16 N. R. 3 W. 2 E. 1/4</u>	<u>Thirty (30) feet</u>	<u>Thirty (30) feet</u>

The above and foregoing grant is made in consideration of payment by the State to _____

Henry M. Wilson the sum of Seventy Two and 00/100 Dollars (\$ 72.00).

It is further understood and agreed that this conveyance transfers only the right to make, construct and maintain such highway on said lands and use any material lying within the above described lands suitable for use in constructing and maintaining said highway and does not convey any right to any minerals or other substances underneath the surface, except as it may be used for the construction or maintenance of such improved highways. All growing timber and its products are hereby reserved to the undersigned, providing the undersigned takes it out of the way of construction.

The undersigned Henry M. Wilson being duly sworn, says that he, she (he) or they (are) the sole owner(s) of the above described property, and said grantors further represent that there are no encumbrances, leases, liens or options of any kind or character on said lands as conveyed, except as shown below, and that they make this representation for the purpose of inducing the Indiana State Highway Commission to pay to them the amount herein stipulated.

#10463 RECEIVED FOR RECORD
MAR 1 1932

Henry M. Wilson (Grantor)
Laura Wilson (Grantor)
CARRIE MILLER (Grantor)
Putnam County Recorder

State of Indiana, County of Putnam

Personally appeared before me Henry M. Wilson & Laura Wilson and acknowledged the execution of the above agreement this 22nd day of November, 1932

My Commission expires Aug 5, 1936
J. H. Fullerton Notary Public
Montgomery County

Revised 7-30
Form 1-C-121-BP
Purchase Grant

INDIANA STATE HIGHWAY COMMISSION
STATE HOUSE ANNEX
INDIANAPOLIS, INDIANA
RIGHT OF WAY GRANT

Original
Proj. No. 368
Section A
Tr. No. _____

This indenture witnesseth that the undersigned, as grantors and the owners of land in Putnam County, Indiana, more definitely described below, through, over and upon which will pass a public highway which it is proposed by the State of Indiana to improve, hereby sell, bargain and convey to the State of Indiana, for Right of Way, lands as described below and located by surveys and shown on plans on file in the office of the Indiana State Highway Commission and attached plat dated _____ The description from said plans is as follows:

Plans on State Road No. 136 A. Project No. 368 Sec. 17 Str. No. _____
Plans dated 7-1-36

From Station to Station	Distance in feet from center line as shown on the above designated plans to the new Right of Way line consented to	
	Left Side of Center Line	Right Side of Center Line
<u>485+97 to 492+60</u>	<u>30</u> feet	_____ feet
_____ to _____	_____ feet	_____ feet
_____ to _____	_____ feet	_____ feet
_____ to _____	_____ feet	_____ feet
_____ to _____	_____ feet	_____ feet

The above and foregoing grant is made in consideration of payment by the State to _____ the sum

William H. LaFon _____ Dollars (\$ 25.00)
of Twenty Five

It is further understood and agreed that this conveyance transfers only the right to make, construct and maintain such highway on said lands and use any material lying within the above described limits suitable for use in constructing and maintaining said highway and does not convey any rights to any minerals or other substances underneath the surface, except as it may be used for the constructor or maintenance of such improved highways. All growing timber and its products are hereby reserved to the undersigned, providing the undersigned takes it out of the way of construction.

The undersigned Grantors being duly sworn, says that he, she (it) or they (are) the sole owner(s) of the above described property, and said grantors further represent that there are no encumbrances, leases, liens or options of any kind or character on said lands as conveyed, except as shown below, and that they make this representation for the purpose of inducing the Indiana State Highway Commission to pay to them the amount herein stipulated.

None

(Grantor) William H. LaFon (Grantor)

(Grantor) Adeline LaFon (Grantor)

State of Indiana, County of Putnam

Personally appeared before me William H. LaFon & Adeline LaFon and his wife acknowledged the execution of the above agreement this 17 day of July 1936

My Commission expires 7/16/36 Richard H. McLaughlin
Notary Public

Greene Co.
12-29-33

#13971
RECEIVED FOR RECORD
6th of April 1936
and recorded in record book 30
page 66
12-26 P

CARRIE MILLER
Putnam County Recorder

1104

RECEIVED FOR RECORD
INSTRUMENT # 3044
BOOK 112 O'CLOCK PAGE 335 M

MAY 15 1998

Debra McFarland
PUTNAM COUNTY RECORDER

**RIGHT-OF-WAY EASEMENT
(IRRIGATION LINE)**

In consideration of One Dollar (\$1.00) and other good and valuable consideration paid to JONES FAMILY LIMITED PARTNERSHIP, Grantor of Putnam County, in the State of Indiana, hereinafter referred to as GRANTOR, by BRITTON FARMS, INC., Putnam County, Indiana, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer and convey unto the GRANTEE, its successor and assigns, nonexclusive easement with the right to install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove an 8" irrigation water line over, across and through the land of the GRANTOR situate in Putnam County, State of Indiana, said land being described as follows:

CROSS
REFERENCE
DEED RECORD 227
PAGE 363
TB

Ten feet (10') along either side of an Irrigation Water Line as actually installed on land owned by the Grantor in the South Half of Section 2, Township 16 North, Range 3 West, such tract being on the South side of the old Baltimore and Ohio Railroad right-of-way.

1. Subject to any and all rights-of-way, easements, agreements and restrictions of record. The address of such real estate is Roachdale, Indiana.

2. The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns. This easement shall have a term of five (5) years, subject to three (3) five (5) year renewals, upon mutual agreement of the parties.

In event the Grantees fail to utilize this easement for irrigation purposes for a three (3) year period, this lease shall lapse, the underground pipe shall revert to the Grantor and this lease shall otherwise have no force or effect.

3. Any damage to property or crops of the Grantor, or of the heirs, executors, administrators, assigns or tenants of the Grantor, caused by the employees of the Grantee, or occasioned by the original construction or subsequent acts of the Grantee's employees, shall be promptly paid by the said Grantee. The Grantee further agrees to hold the Grantor harmless for any acts or omissions of the Grantee.

4. Grantee agrees to sell water for only irrigation purposes to the Grantor for up to 83 cres of the Grantor's agricultural crops as hereinafter described subject to the limitations in Item 6. The cost/acre for the water to the Grantor shall be determined annually by the Grantee based upon the following formula:

Grantee's annual amortized Fixed Costs per acre irrigated plus Grantee's Variable Costs per acre of operation of the well, center pivot system and underground pipe delivery system is the rate per acre irrigated payable by the Grantor to the Grantee annually as defined in Item 7 herein. This would not include indirect costs or damages incurred by the Grantee by reason of any third party liability claim.

Grantor's annual amortized Fixed Costs per acre irrigated shall be determined by taking 16% of the total investment in the well, center pivot system and underground delivery pipe from the well to the West property line of the Grantor between the Grantor and Grantee in Section 2 as referenced herein.

Grantor's annual Variable Costs per acre shall include the cost of electricity to operate the well motor prorated for the acres of Grantee irrigated, fuel to operate the engine on the pivot system and labor provided by the grantee to move the center pivot system to and from the Grantor's acres irrigated.

5. Grantee agrees to lease its center pivot system for up to 83 acres the Grantor desires irrigated if access easements from adjoining lands are available and mobility of the center pivot system permits moving it from the Grantee's farmland to the Grantor's 83 acres South of the previous Right of Way for the B & O railway. The Grantor, at its sole expense, shall run any extra underground delivery pipe from the location of the main delivery pipe to the pivot points desired by the Grantor to irrigate the 83 acres. Grantor shall provide a travel lane on its farmland to transport the pivot system to the point of hook up to the delivery pipe system.

6. In the event that water supply is limited, the Grantee shall prorate the available water to the Grantor on the 83 acres as a percentage of the total acres irrigated by the water supply pipe. [For example, if 600 total acres are irrigated by the water supply pipe and the Grantor's 83 acres were being irrigated as part of the total the Grantee's would receive 13% of the acres water supplied to the total irrigation system.]

7. The Grantor shall notify the Grantee annually in writing by March 1 of its crops to be planted on the 83 acres which may be irrigated. Grantor is to notify the Grantee in writing by June 20 of its intentions to lease the center pivot system on up to 83 acres. The Grantee, subject to Item 6, herein may provide through the center pivot system from June 20 through September 15 annually up to one inch of water every 10 (Ten) days on the 83 acres irrigated owned by the Grantor. Once use has been implemented by the Grantor, the annual lease payment shall apply and be payable to the Grantee. The annual lease payment for the system shall be due and payable to the Grantee by October 15 following the period of use.

8. The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

9. Notices to the Grantor are to be directed to the following address:

Jones Limited Family Partnership
c/o Larry Jones and Elizabeth Jones
4728 East Co. Road 1050 N
Roachdale, IN 46172

Notices to the Grantee are to be directed to the following address:

Britton Farms, Inc.
c/o Ted Britton or Edward Britton
P.O. Box 288
Roachdale, IN 46172

IN WITNESS WHEREOF, Grantor has executed this easement this 8th day of May, 1998.

JONES FAMILY LIMITED PARTNERSHIP BY:

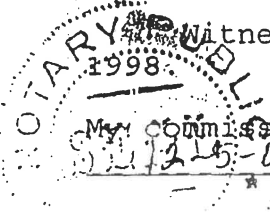
Grantor: (SEAL) Grantor:
Signature Larry Jones
LARRY JONES

(SEAL)
Signature Elizabeth Jones
ELIZABETH JONES

STATE OF INDIANA)
COUNTY OF Putnam) SS: ACKNOWLEDGMENT

Before me, a Notary Public in and for said County and State, personally appeared JONES FAMILY LIMITED PARTNERSHIP BY LARRY JONES AND ELIZABETH JONES, who acknowledged the execution of the foregoing Easement, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 8th day of May, 1998.



My commission expires: 12/25/01

Signature Kimberly A. Anders
Printed Kimberly A. Anders
Resident of Montgomery County, IN

This instrument prepared by: John R. Zeiner, attorney at law
re\F\joneslar.esm

STATE OF INDIANA) IN THE HAMILTON SUPERIOR COURT, S
) SS:
COUNTY OF HAMILTON) CAUSE NO. 29D03-9308-CP-404

Mary V. Watts
Putnam County Recorder IN
IN 300430085 CTD
02/16/2004 10:55:29 23 PGS
Filing Fee: \$0.00

GEORGE N. CLARK,
HAMILTON COUNTY FARM BUREAU
COOPERATIVE ASSOCIATION, INC.,
BRITTON FARMS, INC.

BK5
p.50

and all others similarly
situated,

Plaintiffs,

v.

CSX TRANSPORTATION, INC.,

Defendant.

FILED

NOV 26 2003

James Davis
CLERK OF THE
HAMILTON SUPERIOR COURT

FILED
DEC 03 2003

Paul J. Lewis
CLERK OF THE SUPERIOR COURT



DECLARATORY JUDGMENT FOR THE COUNTY OF PUTNAM

On July 25, 2002, this Court, having conducted a hearing and being
advised, granted final approval to the Settlement Agreement in this matter and
entered its Order to this effect. In accordance with the Settlement Agreement, the
Court issues this Declaratory Judgment as part of the implementation of that
Agreement and Order.

It is hereby ORDERED, ADJUDGED AND DECREED that:

1. With respect to claims of title asserted by CSX Transportation, Inc., its
predecessors, successors, parent companies, subsidiaries, affiliates and assigns
(*CSX*), and claims of title asserted by Members of the Settlement Class, their
predecessors, successors, and assigns, in the abandoned railroad corridor formerly

operated by CSX located in this county (the "Settlement Corridor"), this Court declares that superiority of title to designated portions of the Settlement Corridor is as indicated in Exhibit A attached to this Declaratory Judgment as set forth below.

2. Exhibit A identifies the adjoining landowners as recorded in the Putnam County property tax records as of March and April, 2002, who are members of the Settlement Class, the tax record address for each such adjoining landowner properties, the tax parcel and map numbers of properties, and the nature of title held by CSX to that portion of the Settlement Corridor adjacent to each such property.

3. Where property owner information was not available in the County tax records, there is attached as Exhibit B portions of detailed Tax Maps for Putnam County that identify the location of those adjoining parcels where the Class Member's information is listed as unknown.

4. Where the title held by CSX to that portion of the Settlement Corridor has been determined pursuant to the Settlement Agreement to be less than fee title, the designation of "Easement" appears in the column titled "Interest Status" in Exhibit A. With respect to these portions of the Settlement Corridor, the Court declares that the Settlement Class Member's title to the portion of the Settlement Corridor adjacent to their property is superior to any claims of title by CSX, subject to any prior adjudication of title in a Court of law in which the Class Member's title or the title of the Class Member's predecessor in interest was determined not to be superior to the title of CSX.

5. Where a Class Member's title has been determined to be superior, that title is subject to existing lawful telecommunication occupancies and all other lawfully existing occupancies pursuant to I.C. 32-23-11-11, formerly I.C. 32-5-12-11.

6. Where the title held by CSX to that portion of the Settlement Corridor has been determined pursuant to the Settlement Agreement to be fee title, the designation of "Fee" appears in the column titled "Interest Status" in Exhibit A.

With respect to these portions of the Settlement Corridor, the Court declares that CSX's title to the designated portion of the Settlement Corridor is superior to any claim of title by the Settlement Class, subject to any prior adjudication of title in a Court of law in which CSX was determined not to hold superior title to a Class Member or the Class Member's predecessor in interest, and subject to any prior sale by CSX of its fee interest to Settlement Class Members or third parties.

7. Where title to the adjoining Settlement Corridor has been determined to be "split" between an Interest Status of "Easement" and an Interest Status of "Fee," a series of detailed maps are attached as Exhibit C which indicate the location of each interest status relative to the adjoining property.

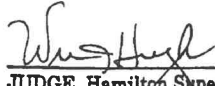
8. As a general rule, a Class Member whose property adjoins a corridor parcel with an interest status of "Easement" holds superior title (as to CSX) to the centerline of the adjacent corridor, however there may be exceptions to this rule. Where the property owner across the corridor from such a Class Member is listed as adjacent to a "Fee" interest corridor, the boundary of CSX's fee interest is determined by the deed conveying the fee interest to CSX or its predecessor. Where

property owners across from each other on the same corridor position are both listed as adjacent to "Easement" interest corridor property, there may be instances where one landowner may assert a claim to more than one-half or to all of the corridor. In these circumstances, such claims and any resulting disputes that may arise between Class Members and either CSX or other parties, including other Class Members, must be resolved by the parties themselves apart from the class action.

9. The Court further declares that it is not within the scope of this

Declaratory Judgment to resolve title disputes between individual persons which may occur as a result of conveyances of portions of the Settlement Corridor prior to the entry of this Judgment or otherwise, and that such disputes, to the extent any have arisen or may arise, must be resolved by the individual parties concerned.

Dated: 11/24/03


JUDGE, Hamilton Superior Court, 3

THE DOCUMENT WHICH THIS CERTIFICATE IS ATTACHED IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE

DATED 11/24/03 BOOK 291 PAGE —
12/11/03 Jammy Baird
DATE OF CERTIFICATION JAMMY BAIRD
CLERK HAMILTON
COUNTY COURTS

COPIES TO:

Henry J. Price, Esq.
PRICE, JACKSON, WAICUKAUSKI &
MELLOWITZ, P.C.
301 Massachusetts Avenue
Indianapolis, Indiana 46204

Christopher G. Scanlon, Esq.
BAKER & DANIELS
300 North Meridian Street
~~Suite 2700~~
Indianapolis, Indiana 46204

DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer

Marty Watts
Putnam County Recorder IN
IN 2005007990 AF
10/18/2005 13:53:22 1 PGS
Filing Fee: \$10.00

29

OCT 18 2005

Stephen Campbell Auditor
Putnam County

AFFIDAVIT OF OWNERSHIP

This document may or may not be applicable to class member's individual circumstances. This document should be completed with the consultation of the class member's own attorney.

WHEREAS, a declaratory judgment was issued in the Hamilton County Superior Court, Division 3, in Cause No. 29D03-9308-CP-404:

WHEREAS, said declaratory judgment was filed with the Putnam Circuit Court Clerk on December 3, 2003 and recorded in the office of the Putnam County Recorder as document no. 2004000865 on February 6, 2004.

WHEREAS, the judgment declares that a Settlement Class Member's title to the portion of the settlement corridor adjacent to the class members' property is superior to any claims of title by CSX, subject to any prior adjudication of title in a Court of Law in which the Class Member's title or the title of the Class Member's predecessor-in-interest was not adjudicated to be superior to the title of CSX.

NOW THEREFORE I AFFIRM UNDER THE PENALTIES OF PERJURY:

1. That BRITTON FARMS INC (insert name of titleholder) own(s) land adjacent to the CSX Transportation Railroad Corridor, the subject of the declaratory judgment described above, and that said titleholder is listed on said judgment with an interest status of "easement".
2. That according to Exhibit "A" of the declaratory judgment the information for the property holder is as follows:

Claim No. 29 Parcel ID No: 18699
 Tax Record Address: 1717 Alliant Ave Suite 21 Louisville Ky 40299-6302
 Tax ID No. 01-500240-16 Tax Parcel No: 01-03 40: 027 000 05

3. That the titleholder received title to the property adjacent to the CSX easement by Book No. 128
 Page No. 262, Document No. _____ in the office of the Recorder of Putnam County, Indiana.

4. That said titleholder is hereby claiming ownership to the railroad corridor as a qualifying easement parcel. Said title is superior to any claims of title by CSX or any other individual entity, subject to telecommunication occupancies and other occupancies pursuant to Indiana Code 32-23-11-11.
 (All acreage will be estimated until a recorded survey is provided.)

I affirm under the penalties of perjury that the above and foregoing statements are true and accurate to the best of my knowledge and belief.

Edward Britton Vice President
 Signed EDWARD BRITTON - VICE PRES. Signed _____
 Printed _____ Printed _____

STATE OF INDIANA
COUNTY OF PUTNAM SS:

Before me the undersigned, a Notary Public, personally appeared Edward Britton
 and acknowledged the execution of this instrument this 17 day of August
 2005.

My Commission Expires: June 2006 - 2008 Nadine D. Howell
 Notary Public
 County of Residence: Montgomery



This form was prepared under the direction of the Putnam County Attorney. The substantive information and specified parcel numbers was inserted by the titled holder claiming ownership.

29

DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer

Marty Watts
Putnam County Recorder IN
IN 2005007991 AF
10/18/2005 13:53:49 1 PGS
Filing Fee: \$10.00

OCT 18 2005

Stephen Campbell Auditor
Putnam County

AFFIDAVIT OF OWNERSHIP

This document may or may not be applicable to class member's individual circumstances. This document should be completed with the consultation of the class member's own attorney.

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NOW THEREFORE I AFFIRM UNDER THE PENALTIES OF PERJURY:

1. That BRITTON FARMS INC (insert name of titleholder) own(s) land adjacent to the CSX Transportation Railroad Corridor, the subject of the declaratory judgment described above, and that said titleholder is listed on said judgment with an interest status of "easement".
2. That according to Exhibit "A" of the declaratory judgment the information for the property holder is as follows:

Claim No. 10 Parcel ID No: 18005
 Tax Record Address: 1717 Alliant Ave Suite 21 Louisville Ky 40299-6302
 Tax ID No. 01-50 361-00 Tax Parcel No: 01-02 300 017 000 03

3. That the titleholder received title to the property adjacent to the CSX easement by Book No. 129 Page No. 118, Document No. _____ in the office of the Recorder of Putnam County, Indiana.

4. That said titleholder is hereby claiming ownership to the railroad corridor as a qualifying easement parcel. Said title is superior to any claims of title by CSX or any other individual entity, subject to telecommunication occupancies and other occupancies pursuant to Indiana Code 32-23-11-11. (All acreage will be estimated until a recorded survey is provided.)

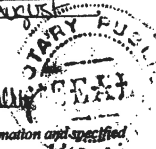
I affirm under the penalties of perjury that the above and foregoing statements are true and accurate to the best of my knowledge and belief.

Edward Britton - VICE PRESIDENT
 Signed _____ Printed _____
EDWARD BRITTON - VICE PRES
 Signed _____ Printed _____

STATE OF INDIANA
COUNTY OF PUTNAM SS:

Before me the undersigned, a Notary Public, personally appeared Edward Britton and acknowledged the execution of this instrument this 27 day of August 2004.

My Commission Expires: June 20th 2010
Abigail R. Howell
 Notary Public
 County of Residence: Putnam



This for was prepared under the direction of the Putnam County Attorney. The substantive information and specified parcel numbers was inserted by the titled holder claiming ownership.

OCT 18 2005

29

Stephen Campbell Auditor
Putnam County

AFFIDAVIT OF OWNERSHIP

This document may or may not be applicable to class member's individual circumstances. This document should be completed with the consultation of the class member's own attorney.

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WHEREAS, said declaratory judgment was filed with the Putnam Circuit Court Clerk on December 3, 2003 and recorded in the office of the Putnam County Recorder as document no. 2004000865 on February 6, 2004.

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NOW THEREFORE I AFFIRM UNDER THE PENALTIES OF PERJURY:

1. That BRITTON FARMS INC (insert name of titleholder) own(s) land adjacent to the CSX Transportation Railroad Corridor, the subject of the declaratory judgment described above, and that said titleholder is listed on said judgment with an interest status of "easement".
2. That according to Exhibit "A" of the declaratory judgment the information for the property holder is as follows:
Claim No. 11 Parcel ID No: 18616
Tax Record Address: 1717 Alliant Ave Suite 21 Louisville KY 40299-6302
Tax ID No. 01-500361-00 Tax Parcel No: 01-02-300-017-000-00
3. That the titleholder received title to the property adjacent to the CSX easement by Book No. 129 Page No. 118, Document No. _____ in the office of the Recorder of Putnam County, Indiana.
4. That said titleholder is hereby claiming ownership to the railroad corridor as a qualifying easement parcel. Said title is superior to any claims of title by CSX or any other individual entity, subject to telecommunication occupancies and other occupancies pursuant to Indiana Code 32-23-11-11.
(All acreage will be estimated until a recorded survey is provided.)

I affirm under the penalties of perjury that the above and foregoing statements are true and accurate to the best of my knowledge and belief.

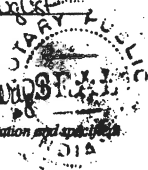
Signed *Edward Britton* Vice President
EDWARD BRITTON Vice President
Printed _____ Printed _____

STATE OF INDIANA
COUNTY OF PUTNAM SS:

Before me the undersigned, a Notary Public, personally appeared Edward Britton
and acknowledged the execution of this instrument this 17th day of August
2004.

My Commission Expires: June 20th 2010 *Michael Howell*
Notary Public
County of Residence: Montgomery

This for was prepared under the direction of the Putnam County Attorney. The substantive information and specific parcel numbers was inserted by the titled holder claiming ownership.



32

Revised 7-30-27
Form No. 100-SP
Purchase Grant

INDIANA STATE HIGHWAY COMMISSION
STATE HOUSE ANNEX
INDIANAPOLIS, INDIANA
RIGHT OF WAY GRANT

Original
Proj. No. 368
Section 4
Str. No. _____

This indenture witnesseth that the undersigned, as grantors and sole owners of land in Putnam County, Indiana, more definitely described below, through, over and upon which will pass a public highway which it is proposed by the State of Indiana to approve, hereby grant, bargain and convey to the State of Indiana, for Right of Way, lands as described below and located by surveys and shown on plans on file in the office of the Indiana State Highway Commission and attached plat dated _____ The description from said plans is as follows:

Plans on State Road No. 136 A. Project No. 368 Sec. 4 Str. No. _____
Plans dated Nov. 2, 1927

From Station to Station	Distance in feet is from center line as shown on the above designated plans to the new Right of Way line consented to	
	Left Side of Center Line	Right Side of Center Line
519 + 50 to 519 + 75	Fifty Five (55) feet	_____ feet
519 + 75 to 519 + 75	Thirty (30) feet	_____ feet
519 + 75 to 519 + 75	Thirty (30) feet	_____ feet
to _____	_____ feet	_____ feet
to _____	_____ feet	_____ feet
to _____	_____ feet	_____ feet
to _____	_____ feet	_____ feet
to _____	_____ feet	_____ feet
to _____	_____ feet	_____ feet

This is a copy of the original and the property was found on _____

The above and foregoing grant is made in consideration of payment by the State to _____ the sum of _____ Dollars (\$15.00).

It is further understood and agreed that this conveyance transfers only the right to make, construct and maintain such highway on said lands and use any material lying within the above described limits suitable for use in constructing and maintaining said highway and does not convey any rights to any minerals or other substances underneath the surface, except as it may be used for the construction or maintenance of such improved highways. All growing timber and its products are hereby reserved to the undersigned, providing the undersigned takes it out of the way of construction.

The undersigned, Ray Britton, being duly sworn, says that he, she (s) or they (are) the sole owner (s) of the above described property, and said grantors further represent that there are no encumbrances, leases, liens or options of any kind or character on said lands as conveyed, except as shown below, and that they make this representation for the purpose of inducing the Indiana State Highway Commission to pay to them the amount herein stipulated.

#10476 RECEIVED FOR RECORD
12-11-27

Ray Britton (Grantor) _____ (Grantor)
GARNETT WILLEN Putnam County Recorder (Grantor)

State of Indiana, County of Putnam ss:


Personally appeared before me, Ray Britton and acknowledged the execution of the above agreement this 19 day of December 1927. My Commission expires Aug. 5, 1933.

Notary Public

APPROVED
11/10/27

7

33


 * 2 0 1 0 0 0 2 3 8 4 7 *
 JEANETTE M. SUMMITT
 PUTNAM COUNTY RECORDER
 05/28/2010 03:42:09PM
 REC FEE: \$24.00
 RECORDED AS PRESENTED

DRAINAGE EASEMENT

Cross-Reference

This easement encumbers real estate, which was most recently transferred by Deed recorded January 11, 1964 in Deed Record 128, Page 396 in the Office of the Recorder of Putnam County, Indiana.

6300051102

Grant of Easement

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, Britton Farms, Inc. (hereafter "Grantor") own certain real estate located in Putnam County, Indiana, being more particularly described on attached Exhibit "A"; and

WHEREAS, L & E Jones Family Limited Partnership, an Indiana partnership (hereafter "Grantee") owns certain real estate located in Putnam County, Indiana, being more particularly described on attached Exhibit "B"; and

WHEREAS, Grantor is willing and desirous of granting and establishing unto Grantee, and to its successors and assigns, a drainage easement over, under, through and across that portion of Grantor's property more particularly described on attached Exhibit "C" ("Easement Area") and depicted on attached Exhibit "D", subject to certain terms and conditions; and

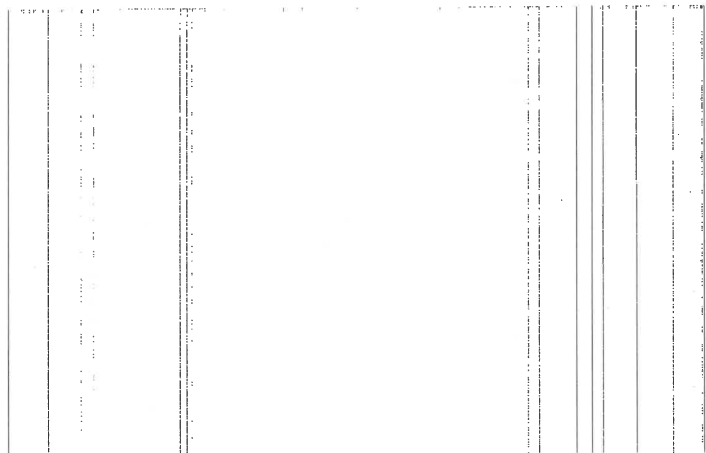
WHEREAS, said easement will be for the benefit of that real estate described in Exhibit B.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Britton Farms, Inc. does hereby grant unto L & E Jones Family Limited Partnership, an Indiana partnership, and its successors and assigns, a drainage easement over, under, through and across that real estate being more particularly described in attached Exhibit "C" and depicted on attached Exhibit "D", for the benefit of the real estate described in attached Exhibit "B", subject to the following terms and conditions:

1. That the rights of Grantee in and to the Easement Area is hereby restricted to the installation of one (1) subsurface tile, not to exceed ten inches (10") in diameter.
2. That no ditch, swale or other surface area changes shall be made within the Easement Area.
3. That Grantee may access the Easement Area to install the subsurface tile, and thereafter repair and maintain said tile.
4. That Grantee shall repair any damage caused to the Easement Area by such installation, repair or maintenance, and return the Easement Area to a condition as existed prior to any such work.
5. That any installation, repair and maintenance to the Easement Area shall be at the sole expense of Grantee.
6. That Grantor may utilize the Easement Area in any manner not inconsistent with Grantee's use, including but not limited to utilizing the Easement Area and improvements therein for drainage purposes.
7. That any action to enforce the terms of this Agreement shall include attorney's fees and any costs thereof to the successful party.
8. That the easement herein shall run with the land of Grantor and shall inure to the benefit of the owners of real estate described on attached Exhibit "B".

So granted this 28th day of May 2010.

(see signatures on following attached page)



GRANTOR:

GRANTEE:

Britton Farms, Inc.

L & E Jones Family Limited Partnership

By: Edward B. Britton
Edward B. Britton
Title: Vice President

By: Larry M. Jones
Printed: LARRY M. JONES
Title: PARTNER



ST.)
COUNTY) SS:

Before me, a Notary Public in and for said County and State, personally appeared Edward B. Britton, the VICE PRESIDENT of Britton Farms, Inc., who acknowledged the execution of the foregoing Drainage Easement, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 28th day of May 2010.

My Commission Expires: 4-5-2017
Resident of Daviess County

Debra L. Perkins
Notary Public - Signature
Debra L. Perkins
Notary Public - Printed Name



ST.)
COUNTY) SS:

Before me, a Notary Public in and for said County and State, personally appeared Larry M. Jones, the a partner of L & E Jones Family Limited Partnership, who acknowledged the execution of the foregoing Drainage Easement, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 28th day of May 2010.

My Commission Expires: 4-5-2017
Resident of Daviess County

Debra L. Perkins
Notary Public - Signature
Debra L. Perkins
Notary Public - Printed Name

This instrument was prepared by Ben Comer, Attorney-at-Law, P.O. Box 207, Danville, IN 46122, (317-745-4300).

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, Ben Comer.

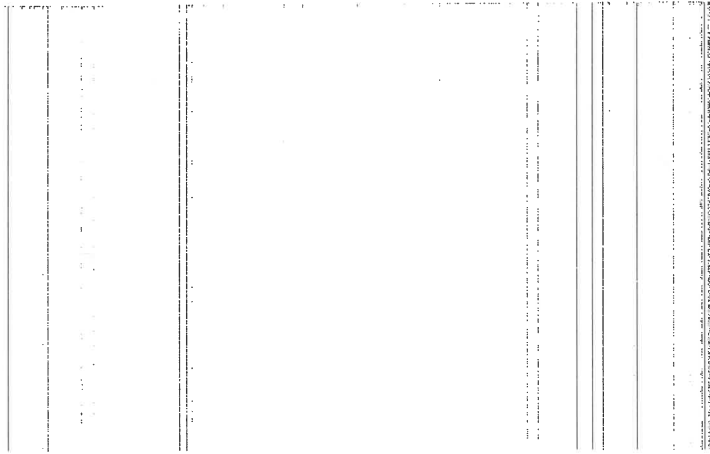


EXHIBIT "A"
Britton Tract

That portion of the following described real estate lying South of the right-of-way of the I.D. and W. railway, to-wit:
The East Half of the Southeast Quarter of Section 2, Township 16 North of Range 3 West of the Second Principal Meridian, Putnam County, Indiana.

ALSO:
Ten (10) acres off of the East side of the North Half of the West Half of the Southeast Quarter of said Section 2, Township 16 North, Range 3 West of the Second Principal Meridian, Putnam County, Indiana; containing 49 acres, more or less.

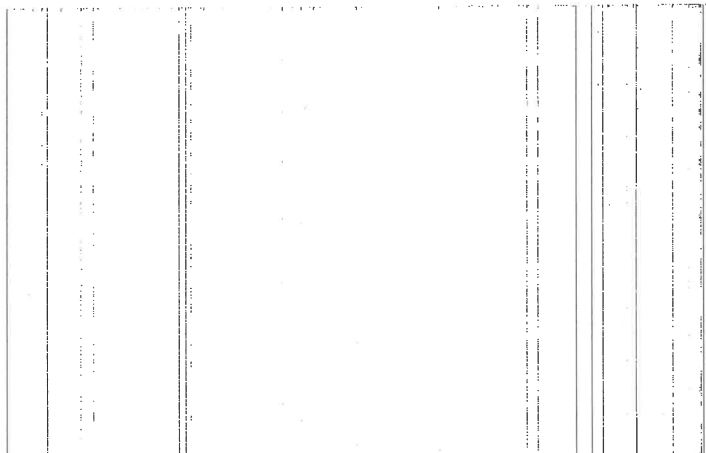


EXHIBIT "B"
L & E Jones Tract

Tract I: Twenty (20) acres off the North end of the Northeast quarter of the Northwest quarter of Section 11, Township 16 North, Range 3 West of the Second Principal Meridian, ALSO, Twenty (20) Acres off the North end of the Northwest quarter of the Northeast quarter of Section 11, same Township and Range aforesaid EXCEPT THEREFROM, a part of the Northwest quarter of the Northeast quarter of Section 11, Township 16 North, Range 3 West, more particularly described, as follows: Beginning at a point in the center of Indiana State Highway No 236, 393 feet West of the Northeast corner of said quarter quarter section, and running thence South 1 degree 36 minutes West 130 feet to an iron pipe; thence West 100 feet to an iron pipe; thence North 1 degree 36 minutes East 130 feet to a point in the center of said highway; thence East along the center of said highway 100 feet to the place of beginning, containing 0.30 of an acre, more or less.

ALSO, a part of the Southwest quarter of the Southeast quarter of Section 2, Township and Range aforesaid bounded and described as follows, to-wit:

Beginning at the Southeast corner of the Southwest quarter of the Southeast quarter of Section 2, thence West 58 rods 6 feet 5 inches; thence North 18 rods 3 feet 5 inches; thence East 58 rods 6 feet 5 inches; thence South 18 rods 3 feet 5 inches to the place of beginning, containing 6 - 2/3 acres, more or less

ALSO, EXCEPTING THEREFROM, a part of the Southwest Quarter of the Southeast Quarter of Section 2, Township 16 North, Range 3 West, in Jackson Township, Putnam County, Indiana, more particularly described as follows

Beginning at a point in the center of Indiana Highway 236, which point is 652.5 feet West of the Southeast corner of said Quarter Quarter Section: thence West with the center of said highway 288.5 feet; thence North 00 degrees 35 minutes West with an existing fence 310.7 feet; thence North 89 degrees 41 minutes East with an existing fence 288.5 feet; thence South 00 degrees 35 minutes East 312.3 feet to the point-of-beginning, containing 2.06 acres more or less.

Containing in all 44.30-2/3 acres, more or less, in Jackson Township.

TRACT II: A part of the Northwest quarter of the Southeast quarter of Section 2, Township 16 North, Range 3 West bounded and described as follows, to-wit Commencing on the North line of said quarter quarter section 5 chains West of the Northeast corner of said quarter quarter section; thence West 15 chains and 14 links to the Northwest corner of said quarter quarter; thence South with the West line of said quarter quarter to the North line of the C. I. & W. RR right of way 15 chains and 28 links; thence North 89-1/2 degrees East 15 chains and 13 links to a stake; thence North 15 chains and 16-1/3 links to the place of beginning, containing 23.03 acres, more or less, in Jackson Township, Putnam County, Indiana.

TRACT III: The East half of the Southwest quarter of Section 2, Township 16 North, Range 3 West, EXCEPT that part taken up by the right-of-way of the Cincinnati, Hamilton and Dayton Railroad which runs across, over and through said real estate leaving 78 acres, more or less

ALSO, Eighteen and three tenths (18.3) acres off the South end of the Southeast quarter of the Northwest quarter of Section 2, Township 16 North, Range 3 West.

ALSO, a part of the West half of the Southeast quarter of Section 2, Township 16 North, Range 3 West lying South of the South line of the right-of-way of the Cincinnati, Hamilton and Dayton Railroad described as follows, to-wit Beginning at the Southwest corner of the said half quarter section, thence North along the West line thereof 23.37 chains to the South line of the right-of-way of the Cincinnati, Hamilton and Dayton Railroad; thence East along said South line of right-of-way 15.11 chains to the public highway; thence South with said highway, parallel with the East line of said half quarter 3.27 chains to the North line of said Southwest quarter of the Southeast quarter of said Section; thence East with said North line and said public highway 4.89 chains to the East line of said half quarter section; thence South with said East line 15.65 chains; thence West parallel with the South line of said quarter 15 chains; thence South parallel with the East line of said quarter 4.45 chains to the South line of said quarter section; thence West with said South line 5 chains to the place of beginning, containing 38-1/2 acres, more or less.

ALSO, Twenty-Nine and eighty-three hundredths (29.83) acres off the North end of the Southeast quarter of the Northwest quarter of Section 2, Township 16 North, Range 3 West.

Containing in the aggregate of the land described 163.63 acres, more or less. EXCEPT THEREFROM the following described tract:

A part of the Southeast quarter of the Southwest quarter of Section 2, Township 16 North, Range 3 West of the Second Principal Meridian more particularly described to-wit: Beginning at a point on the South line of the Southeast quarter of the Southwest quarter of Section 2, Township 16 North, Range 3 West which point is 651.3 feet East of the Southwest corner of said Southeast quarter quarter; thence North 0 degrees 02 minutes West 360.0 feet; thence East 312.1 feet; thence South 0 degrees 20 minutes West 360.0 feet to the South line of the aforesaid Southeast quarter quarter, thence West 309.8 feet with said South line to the point of beginning, containing 2.57 acres, more or less.

**EXHIBIT C
EASEMENT AREA**

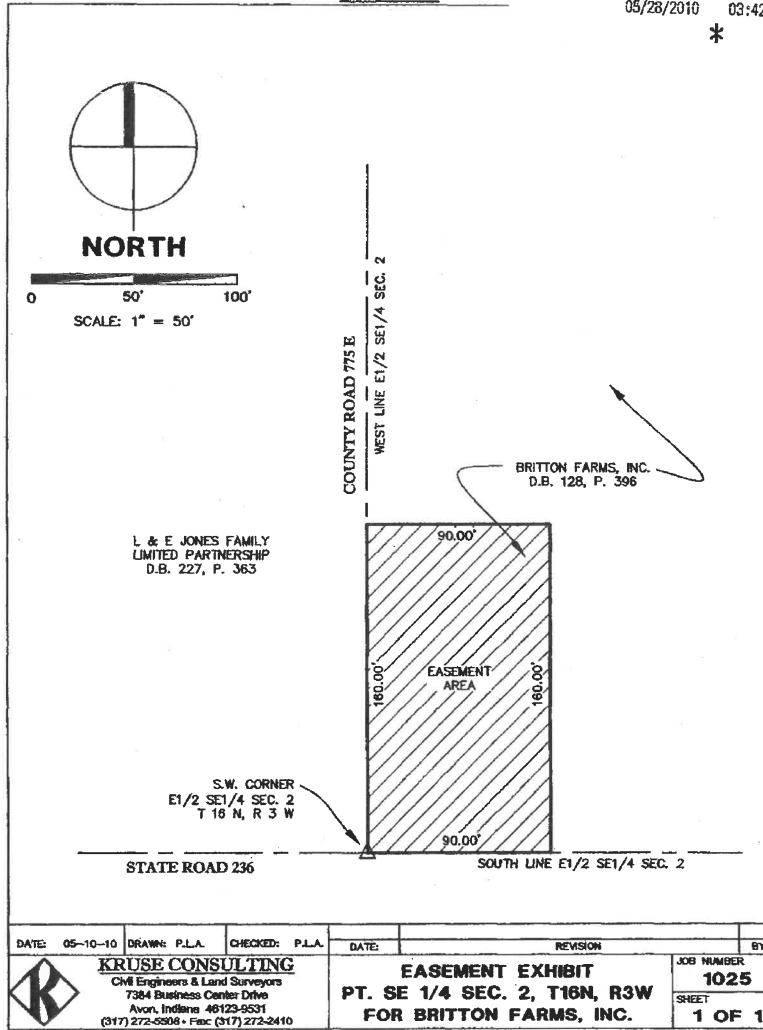
Part of the East Half of the Southeast Quarter of Section 2, Township 16 North, Range 3 West, Putnam County, Indiana, described as follows:

Beginning at the southwest corner of said Half Quarter; thence North along the west line of said Half Quarter 160.00 feet; thence East parallel with the south line of said Half Quarter 90.00 feet; thence South parallel with said west line 160.00 feet to said south line; thence West along said south line 90.00 feet to the point of beginning. Containing 0.33 acres, more or less.

EXHIBIT "D"

2010002364
 PUTNAM COUNTY RECORDER
 05/28/2010 03:42:08PM

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A&T-

RECEIVED FOR RECORD
INSTRUMENT # 29915
BOOK 112 PAGE 309
D'CLOCK

MAY 07 1998

**RIGHT-OF-WAY EASEMENT
(IRRIGATION LINE)**

Betty McFarland
PUTNAM COUNTY RECORDER

In consideration of One Dollar (\$1.00) and other good and valuable consideration paid to JAMES E. CROSBY, Grantor of Putnam County, in the State of Indiana, hereinafter referred to as GRANTOR, by BRITTON FARMS, INC., Putnam County, Indiana, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer and convey unto the GRANTEE, its successor and assigns, nonexclusive easement with the right to install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove an 8" irrigation water line over, across and through the land of the GRANTOR situate in Putnam County, State of Indiana, said land being described as follows:

Ten feet (10') along either side of an Irrigation Water Line as actually installed on land owned by the Grantor in the North Half of Section 2, Township 16 North, Range 3 West, such tract being along side County Road 775 East, a distance of approximately 1600 feet.

James Crosby del
DEED RECORD 201, PAGE 596
S.B.

1. Subject to any and all rights-of-way, easements, agreements and restrictions of record. The address of such real estate is Roachdale, Indiana.
2. The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.
3. Any damage to property of the Grantor, or of the heirs, executors, administrators, assigns or tenants of the Grantor, caused by the employees of the Grantee, or occasioned by the

BOOK 112 PAGE 309

112/310

A&T-

original construction or subsequent acts of the Grantee's employees, shall be promptly paid by the said Grantee. The Grantee further agrees to hold the Grantor harmless for any acts or omissions of the Grantee.

4. The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

IN WITNESS WHEREOF, Grantor has executed this easement this 6th day of May, 1998.

Grantor: (SEAL)

Signature James E. Crosby
JAMES E. CROSBY

STATE OF INDIANA)
) SS: ACKNOWLEDGMENT
COUNTY OF PUTNAM)

Before me, a Notary Public in and for said County and State, personally appeared JAMES E. CROSBY, who acknowledged the execution of the foregoing Easement, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 6th day of May, 1998.



My commission expires: April 22, 2008

Signature Cynthia J. Anderson
Printed Cynthia J. Anderson
Resident of Montgomery County, IN

This instrument prepared by: John R. Zeiner, attorney at law
re:\f\CrosbyJa.esh

BOOK 112 PAGE 310

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained herein, the parties agree as follows:

1. **Description and Location of Tile Drain.** The parties hereby agree to construct and maintain a perpetual mutual tile drain in order to improve water drainage and enhance future crop yields on their individual Parcels. The tile drain shall consist of approximately 4,400 feet of 24-inch diameter tile and 2,000 feet of 15-inch diameter tile, and shall be constructed according to specifications prepared by the Division of Soil Conservation of the Indiana Department of Natural Resources. Such tile drain is hereinafter called the "Barnes-Small Tile Drain." The Barnes-Small Tile Drain shall be installed on the Harold Small, Barnes and Nora Small Parcels, approximately where shown on the aerial photograph which is attached to this Agreement as Exhibit G and made part of it by reference.

2. **Construction.**

a. **Sharing of Costs.** The parties agree to contribute the aggregate sum of Seventy-Two Thousand Five Hundred Dollars (\$72,500.00), to be held and disbursed by Farmers National Company, of Oxford, Indiana, as escrow agent, for the payment of all costs, including legal expenses, associated with the original construction of the Barnes-Small Tile Drain in the following percentages and amounts:

<u>Party</u>	<u>Percent</u>	<u>Amount</u>
Tuhr Barnes and Fleur Barnes-Rowell	43.5%	\$31,537.50
Harold A. Small	8.8%	6,380.00
Nora L. Small	25.4%	18,415.00
Britton Farms Inc.	10.5%	7,612.50
Bradfield, Inc.	4.1%	2,972.50
Tony Asher	7.7%	5,582.50
Total	100.0%	\$72,500.00

b. **Contractor & Supervision of Work.** The Barnes-Small Tile Drain shall be constructed and installed by Wood Water Management & Excavating, of North Salem, Indiana, or another contractor on the Montgomery County Surveyor's list of approved drainage contractors approved by all the parties. John Small, son of Harold A. Small and Nora L. Small, and George Reger, Resource Specialist with the Division of Soil Conservation, Indiana Department of Natural Resources, shall be the project managers for the parties, shall jointly inspect and supervise the drainage contractor's work, shall have joint authority to approve minor changes in the work which do not increase its overall cost, and shall jointly approve all requests for payment by the contractor. The contractor will not be authorized to proceed with the work until all parties have paid their respective percentages of the costs related to the construction of the Barnes-Small Tile Drain to Farmers National Company as escrow agent.

c. *Payment for Work.* Farmers National Company, as escrow agent, shall receive the parties percentage contributions toward the costs related to construction of the Barnes-Small Tile Drain, as set forth above, and shall disburse such funds only upon written approval by the project managers named above. Farmers National Company shall not be responsible for inspecting the contractor's work or verifying that such work complies with the terms of the contract or the specifications for construction of the Barnes-Small Tile Drain. Any funds remaining in the escrow account after construction of the Barnes-Small Tile Drain, and payment of all costs related to such project, including legal expenses, shall be refunded by the escrow agent to the parties according to the above and foregoing percentages.

3. Easements and Lateral Tile Connections.

a. Harold A. Small hereby grants and conveys unto all other parties to this Agreement, and their successors in title to their respective Parcels, a permanent, non-exclusive sixty-foot wide easement, being thirty (30) feet on either side of the center line of the Barnes-Small Tile Drain, in, over and across the Harold Small Parcel, for construction, operation, repair and maintenance of such tile drain.

b. Tuhr Barnes and Fleur Barnes-Rowell hereby grant and convey unto all other parties to this Agreement, and their successors in title to their respective Parcels, a permanent, non-exclusive sixty-foot wide easement, being thirty (30) feet on either side of the center line of the Barnes-Small Tile Drain, in, over and across the Barnes Parcel, for construction, operation, repair and maintenance of such tile drain.

c. Nora L. Small hereby grants and conveys unto all other parties to this Agreement, and their successors in title to their respective Parcels, a permanent, non-exclusive sixty-foot wide easement, being thirty (30) feet on either side of the center line of the Barnes-Small Tile Drain, in, over and across the Nora Small Parcel, for construction, operation, repair and maintenance of such tile drain.

d. Harold A. Small hereby further grants and conveys unto all other parties to this Agreement, and their successors in title to their respective Parcels, a permanent, non-exclusive sixty-foot wide drainage easement, being thirty (30) feet on either side of the center line of an existing open ditch which will serve as the outlet for the Barnes-Small Tile Drain, which open ditch crosses an 80-acre tract in Putnam County, Indiana (the "Open Ditch Parcel"), which is more particularly described on Exhibit H, attached to and made part of this Agreement by reference. Such easement shall include the right of access to such open ditch for the purpose of dredging and removal of vegetation or other obstructions.

e. Tuhr Barnes and Fleur Barnes-Rowell hereby grant and convey unto Britton Farms, Inc. and Bradfield, Inc., and successors in title to their respective Parcels, a permanent, non-exclusive undefined easement in, over and across the Barnes Parcel, for construction,

operation, repair and maintenance of a single lateral tile drain from the Britton Farms and Bradfield Parcels to the 24-inch diameter portion of the Barnes-Small Tile Drain. Britton Farms, Inc. and Bradfield, Inc. shall be entitled to only a single, shared lateral tile connection to the 24-inch diameter portion of the Barnes-Small Tile Drain.

f. Tuhr Barnes and Fleur Barnes-Rowell hereby grant and convey unto Tony Asher, and his successors in title to the Asher Parcel, subject to the condition precedent set forth below, a permanent, non-exclusive undefined easement in, over and across the Barnes Parcel, for construction, operation, repair and maintenance of a single lateral tile drain from Asher Parcel to the 15-inch diameter portion of the Barnes-Small Tile Drain.

g. Tuhr Barnes and Fleur Barnes-Rowell, and their successors in title to the Barnes Parcel, shall be entitled to connect two (2) lateral tile drains to the Barnes-Small Tile Drain, on the portion of the Barnes Parcel which is located west of Montgomery County Road 975 East, in the southwest quarter of the southeast quarter of Section 35, Township 17 North, Range 3 West.

h. Tuhr Barnes and Fleur Barnes-Rowell, and their successors in title to the Barnes Parcel, shall be further entitled to connect three (3) lateral tile drains to the Barnes-Small Tile Drain, on the portion of the Barnes Parcel which is located east of Montgomery County Road 975 East, in the east half of the southeast quarter of Section 35 and the west half of the southwest quarter of Section 36, all in Township 17 North, Range 3 West.

i. Harold A. Small, and his successors in title to the Harold Small Parcel, shall be entitled to connect two (2) lateral tile drains to the Barnes-Small Tile Drain on the Harold Small Parcel.

j. Nora L. Small, and her successors in title to the Nora Small Parcel, shall be entitled to connect two (2) lateral tile drains to the Barnes-Small Tile Drain on the Nora Small Parcel.

k. In installing and connecting lateral tiles, as authorized above, to the Barnes-Small Tile Drain, each party shall be solely responsible for the construction and installation of his, her or its lateral (including without limitation the cost of any necessary road crossing), and shall do so in such manner and at such time or times as shall minimize damage to the servient parcel, including any growing or standing crops thereon, and shall fairly compensate the owner of any growing or standing crops for any damage caused by such installation. Each party to this Agreement shall employ only drainage contractors approved by the Montgomery County Surveyor for the installation of lateral tiles, and shall connect such lateral tiles to the Barnes-Small Tile Drain only in an approved manner, and shall be solely responsible for repairing any damage to the Barnes-Small Tile Drain caused by such installation.

1. Tuhr Barnes and Fleur Barnes-Rowell, Harold A. Small and Nora L. Small covenant and agree that they and their successors in title to their respective Parcels, as described on Exhibits A, B and C of this Agreement, will not allow any person or property owner who is not a party to this Agreement to connect any lateral tiles to the Barnes-Small Tile Drain, without the unanimous consent of the owners of all of the Parcels described on Exhibits A through F of this Agreement. This covenant shall expire and be of no further force or effect if and when the Barnes-Small Tile Drain is converted to a regulated drain under applicable provisions of the Indiana Drainage Law (IC 33-9-27), or the same or similar provisions of any future drainage laws.

4. **Tony Asher Condition Precedent.** All rights, benefits, privileges and easements granted to Tony Asher pursuant to this Agreement are expressly made contingent upon his acquisition of fee simple title to the Asher Parcel, and shall become effective immediately upon his acquisition of such title.

5. **Future Maintenance.** All costs of future maintenance and repair of the Barnes-Small Tile Drain shall be shared by the parties in the same percentages as the original costs of construction set forth in paragraph 2 above. Notwithstanding the foregoing, costs of repair made necessary by the negligent or intentional acts or omissions of any party, or his, her or its successors in title, shall be borne entirely by such party or successor, as the case may be.

6. **Conversion to Regulated Drain.** Nothing in this Agreement shall be construed to impair or preclude any party, or his, her or its successors in title, from petitioning the Drainage Boards of Montgomery County or Putnam County, or both, to convert the Barnes-Small Tile Drain to a regulated drain under applicable provisions of the Indiana Drainage Law (IC 33-9-27), or the same or similar provisions of any future drainage laws.

7. **Multiple Representation.** The parties expressly acknowledge that this Agreement has been drafted on their mutual behalf by J. Lamont Harris and Amy S. Carlson, of the law firm of Henthorn, Harris & Weliever, P.C., Crawfordsville, Indiana. The parties further acknowledge that they have been advised that such attorneys have acted on behalf of all parties, and are unable to represent the interests of any individual party or to advise any individual party as to the effect of this Agreement and the easements created hereby upon his, her or its separate property interests or rights. The parties further acknowledge that they have been advised by such attorneys to seek independent legal advice prior to entering into this Agreement, and that they have had an adequate opportunity to do so. Finally, the parties acknowledge that such attorneys have disclosed to them prior attorney-client relationships with Britton Farms, Inc., Tuhr Barnes, Fleur Barnes-Rowell and Farmers National Company involving matters unrelated to the subject of this Agreement, none of which are currently active matters, and that they have voluntarily consented to the drafting of this Agreement by such attorneys after having received such disclosure.

8. **Entire Agreement.** This Agreement supersedes and cancels all previous agreements, oral or written, between the parties and constitutes the entire agreement between the parties.

9. Miscellaneous. This Agreement shall take effect when all parties have signed and acknowledged their execution of it before a notary public as provided below. This Agreement shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties. Whenever the context requires or permits, the gender and number of words used in this Agreement shall be interchangeable. This Agreement shall be construed and enforced according to the laws of the State of Indiana.

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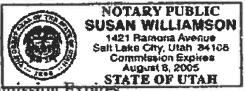
IN WITNESS WHEREOF, Tuhr Barnes has executed this Agreement on May 12
2004.

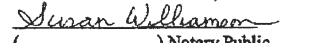

Tuhr Barnes

STATE OF UTAH)
) SS:
Salt Lake COUNTY)

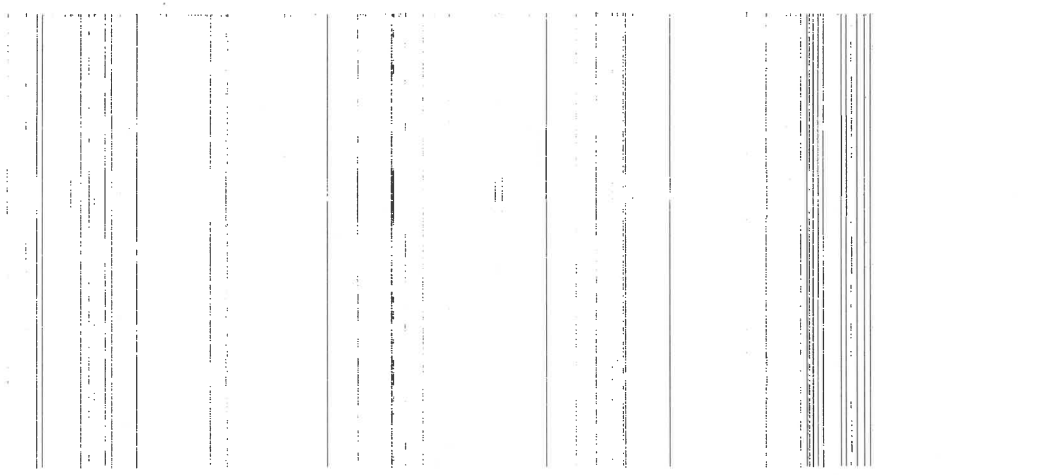
Before me, a Notary Public in and for said County and State, personally appeared Tuhr Barnes who acknowledged the execution of the foregoing Agreement.

Witness my hand and notarial seal this 12 day of May, 2004.




() Notary Public
Residing in Salt Lake County, Utah

My Commission Expires:
8-3-05



IN WITNESS WHEREOF, Bradfield, Inc., has caused this Agreement to be executed by its president on MAY 10, 2004.

BRADFIELD, INC.

By: Edward Britton

STATE OF Kentucky)
) SS:
Jefferson COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared Edward Britton, the president of Bradfield, Inc., who acknowledged the execution of the foregoing Agreement for and on behalf of such corporation.

Witness my hand and notarial seal this 10th day of MAY, 2004.

Wanda Shouse
() Notary Public
Residing in Jefferson County
State of Kentucky



My Commission Expires:
March 21, 2005

ACCEPTANCE BY PROJECT MANAGERS

We, John Small and George Reger, hereby accept our appointment as project managers for construction of the Barnes-Small Tile Drain upon the terms set forth in the above and foregoing Agreement, agree to jointly inspect and supervise the drainage contractor's work, and to jointly approve all requests for payment by the contractor. The undersigned contractor will not be authorized to proceed with the work until all parties have paid their respective percentages of the costs related to the construction of the Barnes-Small Tile Drain to Farmers National Company as Escrow Agent.

Dated: May 10, 2004.



STATE OF INDIANA)
) SS:
Wendricks COUNTY)

John Small
John Small

George M. Reger
George Reger

Before me, a Notary Public in and for said County and State, personally appeared **John Small** who acknowledged the execution of the foregoing Acceptance by Project Manager.

Witness my hand and notarial seal this 10 day of May, 2004.

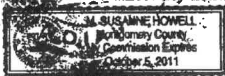
Barbara Weddle
(Barbara Weddle) Notary Public
Residing in Wendricks County, Indiana

My Commission Expires:
12-06-07

STATE OF INDIANA)
) SS:
Montgomery COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared **George Reger**, who acknowledged the execution of the foregoing Acceptance by Project Manager.

Witness my hand and notarial seal this 10 day of May, 2004.



M. Susanne Howell
(M. Susanne Howell) Notary Public
Residing in Montgomery County, Indiana

My Commission Expires:
October 5, 2011

EXHIBIT A

Barnes Parcel

The South West Quarter of the South East Quarter of Section Thirty-five (35),
Township Seventeen (17) North, Range Three (3) West, containing forty (40) acres,
more or less.

Also, the East Half of the Southeast Quarter of Section 35, and the West Half of the
Southwest Quarter of Section 36, all in Township 17 North, Range 3 West, containing
160 acres, more or less.

All in Montgomery County, Indiana.

Prior Deed Reference: Instrument No. 200309941

EXHIBIT C

Nora Small Parcel

The west half of the southeast quarter of section thirty-six (36), township seventeen (17) north, range three (3) west, containing 80 acres, more or less

Also, the east half (1/2) of the southwest quarter (1/4) of section thirty-six (36), township seventeen (17) north, range three (3) west, containing Eighty (80) acres, more or less.

All in Montgomery County, Indiana.

Prior Deed Reference: Deed Record 295, page 851

EXHIBIT E

Bradfield Parcel

The Northeast quarter of the Northwest quarter of Section Two (2), Township Sixteen (16) North, Range Three (3) West, containing Forty-Eight (48) acres.

EXCEPT THEREFROM:

A part of the Northeast quarter of the Northwest Quarter of Section Two (2), Township Sixteen (16) North, Range Three (3) West of the Second Principal Meridian, Situated in Jackson Township, Putnam County, Indiana, and containing 20.27 acres, more or less, and more particularly described as follows: Beginning at a point 769 feet west of the northeast corner of the northeast quarter of the northwest quarter of Section 2, Township 16 North, Range 3 West, and run thence south 1591 feet to the quarter-quarter section line; thence west 561.60 feet following the quarter-quarter section line; thence northerly following an existing fence to the section line and center of the public road 1584 feet; thence east following the section line and center of the public road 551 feet to the place of beginning.

All in Putnam County, Indiana.

Prior Deed Reference: Deed Record 160, page 151

#7800020576

EXHIBIT F

Asher Parcel

Part of the northeast quarter of the northeast quarter of Section 2, Township 16 North, Range 3 West, described as follows: Commencing 32 rods and 12 feet south of the northwest corner of the northeast quarter of the northeast quarter of Section 2, Township 16 North, Range 3 West; thence east 57 rods; thence south 32 rods and 12 feet; thence west 57 rods; thence north 32 rods and 12 feet to the beginning, containing 11-2/3 acres, more or less.

Also, part of the northeast quarter of the northeast quarter of Section 2, Township 16 North, Range 3 West, bounded as follows: Beginning at the northeast corner of the above-described quarter quarter, running thence south 65½ rods; thence west 24 rods and 7 feet; thence north 32 rods and 13 feet; thence west 57 rods; thence north 32 rods and 12 feet to the north line of said quarter quarter; thence east 81 rods and 7 feet to the place of beginning, supposed to contain 21-2/3 acres, more or less.

All in Putnam County, Indiana.

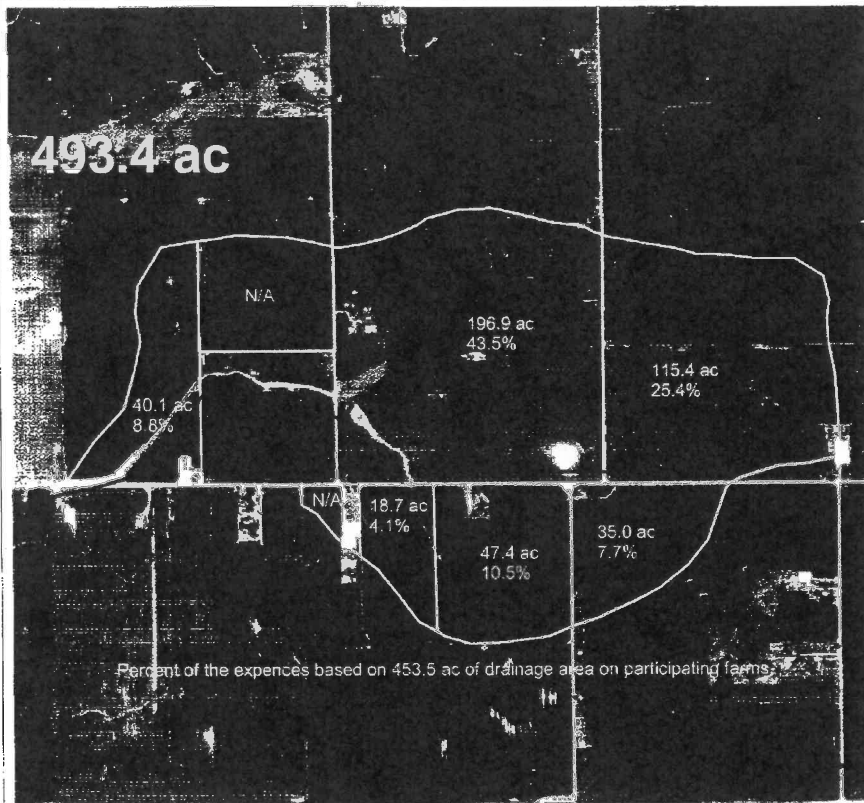
Prior Deed Reference: Deed Record 152, pages 324-325

#76 000 08282


Drainage Area

Barnes Group Project
Montgomery County SWCD
493.4
Date: 05/03/2004

Crawfordsville Farm Service Center
IDNR Division of Soil Conservation
George Reger
(765) 362-1194 Ext 3



Legend

 Tile
Planned Land Units
USDA



2000 0 2000 4000 Feet

EXHIBIT H

Open Ditch Parcel

All that part of the northeast quarter of Section 3, in Township 16 North,
Range 3 West, bounded as follows:

Beginning at the northeast corner of said quarter section, running thence west
with said section line 16 chains and 75½ links to a stone 24 inches J. & E.; thence south
47 chains and 56 links to a stone 31 in. J. & E.; on the south line of aforesaid quarter
section; thence east with said line 16 chains and 75½ links to the southeast corner of
said quarter section; thence north with the section line 47 chains and 93 links to the
place of beginning, containing 80 acres, more or less.

All in Putnam County, Indiana.

Prior Deed Reference: _____