

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: G25-06008C (Revision No. 3)

Auction Tracts 20 & 21

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:
A	21
B - F	20

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.: G25-06008C
 Issuing Office File No.: G25-06008C
 Property Address: Vacant Land, Roachdale, IN 46172
 Vacant Land, Roachdale, IN 46172
 Vacant Land, Roachdale, IN 46172
 Revision No.: Revision 3 9/5/25 tb

SCHEDULE A

1. Commitment Date: June 12, 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:
 - TRB Farms, LLC (Tracts A and B)
 - Ted Britton, as Trustee of the Ted Britton Trust dated October 28, 2003 (Tracts C and D)
 - Britton Farms Inc. (Tracts E, F)
5. The Land is described as follows:
 - SEE EXHIBIT A ATTACHED HERETO

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C170B

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

Copyright 2021 American Land Title Association. All rights reserved.

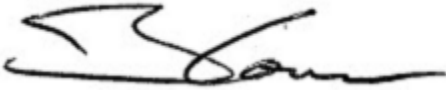
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



G25-06008C

SCHEDULE A
(Continued)

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



By: _____
Authorized Officer or Agent ms

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C170B

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

Copyright 2021 American Land Title Association. All rights reserved.

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



G25-06008C



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. Trustee's Deed from Ted Britton, as Trustee of the Ted Britton Trust dated October 28, 2003 (Tract C and Tract D) to TRB Farms, LLC.
 - b. Warranty Deed from Britton Farms Inc. (Tracts E and Tract F) to TRB Farms, LLC.
 - c. Warranty Deed from TRB Farms, LLC 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. 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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C170B

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

Copyright 2021 American Land Title Association. All rights reserved.

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



G25-06008C

SCHEDULE B - PART I

(Continued)

9. 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.
10. We must be furnished a Certificate of Existence from the Secretary of State of Indiana attesting the current good standing of Britton Farms Inc..
11. We must be furnished a Certificate of Existence from the Secretary of State of Indiana attesting the current good standing of TRB Farms, LLC.
12. The Company may require a signed copy of the trust agreement or pertinent portions thereof identifying the trustees and authorizing the transaction. The Company reserves the right to make additional requirements upon a review of the submitted documentation.
13. Vendor's Affidavit.
14. Proof of identification will be required at settlement.
15. If the Company provides settlement services for the contemplated transaction, IC 27-7-3-22 requires that each party to the transaction obtain a Closing Protection Letter at a cost filed with the Indiana Department of Insurance.
16. 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.
17. NOTE: I.C. 27-7-3-7 requires funds deposited into an escrow account of a closing agent in amounts of \$10,000 or more to be in the form of wired funds. Funds in amounts less than \$10,000 may be deposited in the form of cash, wired funds cashier's check, check on the account of another closing agent, or check drawn on account of a licensed real estate broker. Personal check in excess of \$500.00 will not be accepted.

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

NOTE: Judgment search has been made against Ted Britton Trust dated October 28, 2003 for ten years last past. (FIND NONE).

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

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C170B

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

Copyright 2021 American Land Title Association. All rights reserved.

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



G25-06008C



SCHEDULE B, PART II - EXCEPTIONS

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land Survey of the Land.
4. Easements or claims of easements, not shown by the public records.
5. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public record.
7. Taxes for 2024 due and payable in 2025, plus any penalties and interest which may accrue, and all taxes thereafter.
 Assessed in Franklin Township
 Key No 002-500551-00 (Part of Tract B)
 State No 67-02-02-400-017.000-005
 Land \$44,100.00; Improvements \$0.00; Exemption \$0
 2024 installment due in May 2025 in the amount of \$374.26 PAID
 2024 installment due in November 2025 in the amount of \$374.26 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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



SCHEDULE B - PART II

(Continued)

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

Assessed in Franklin Township

Key No 002-500550-00 (Part of Tract B)

State No 67-02-01-300-015.000-005

Land \$40,500.00; Improvements \$0.00; Exemption \$0

2024 installment due in May 2025 in the amount of \$343.70 PAID

2024 installment due in November 2025 in the amount of \$343.70 PAID

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

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

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

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

Assessed in Franklin Township

Key No 002-500420-01 (Tract A)

State No 67-02-01-300-020.000-005

Land \$2,800.00; Improvements \$0.00; Exemption \$0

2024 installment due in May 2025 in the amount of \$23.76 PAID

2024 installment due in November 2025 in the amount of \$23.76 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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C170B

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

Copyright 2021 American Land Title Association. All rights reserved.

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



G25-06008C

SCHEDULE B - PART II

(Continued)

10. Taxes for 2024 due and payable in 2025, plus any penalties and interest which may accrue, and all taxes thereafter.
Assessed in Franklin Township
Key No 002-504001-04 (Tract C)
State No 67-02-02-400-011.004-005
Land \$2,500.00; Improvements \$0.00; Exemption \$0
2024 installment due in May 2025 in the amount of \$21.22 PAID
2024 installment due in November 2025 in the amount of \$21.22 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 Franklin Township
Key No 002-504000-02 (Tract D)
State No 67-02-01-300-014.002-005
Land \$1,400.00; Improvements \$0.00; Exemption \$0
2024 installment due in May 2025 in the amount of \$11.03 PAID
2024 installment due in November 2025 in the amount of \$11.03 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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C170B

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

Copyright 2021 American Land Title Association. All rights reserved.

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



G25-06008C

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 Franklin Township
Key No 002-504001-03 (Tract E)
State No 67-02-02-400-011.003-005
Land \$2,500.00; Improvements \$0.00; Exemption \$0
2024 installment due in May 2025 in the amount of \$21.22 PAID
2024 installment due in November 2025 in the amount of \$21.22 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. Taxes for 2024 due and payable in 2025, plus any penalties and interest which may accrue, and all taxes thereafter.
Assessed in Franklin Township
Key No 002-504000-01 (Tract F)
State No 67-02-01-300-014.001-005
Land \$1,500.00; Improvements \$0.00; Exemption \$0
2024 installment due in May 2025 in the amount of \$12.73 PAID
2024 installment due in November 2025 in the amount of \$12.73 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.
14. Putnam County Drainage System and any assessments thereto. (OWNERS POLICY ONLY)
15. Assessments for water and/or sewer utilities. (OWNERS POLICY ONLY)
16. This policy does not insure the accuracy of the quantity of land appearing on the legal description as shown on commitment.
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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C170B

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

Copyright 2021 American Land Title Association. All rights reserved.

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



G25-06008C

SCHEDULE B - PART II

(Continued)

20. Possible easement for any legal drains and/or ditches and incidental rights affecting the subject real estate.
21. Easement recorded April 21, 1967 in [Book 33, page 450](#); Amendment recorded September 19, 1979 in [Book 51, page 505](#), in the Office of the Recorder of Putnam County, Indiana. (Tracts A and B)
22. Easement recorded on May 1, 1967 as [Book 33, page 459](#) in the Office of the Recorder of Putnam County, Indiana. (Tracts A and B)
23. Right-of-Way Occupancy Agreement recorded July 25, 1988 as [Book 78, page 240](#), in the Office of the Recorder of Putnam County, Indiana. (Tracts C, D, E, F)
24. Easement and Right-of-Way Occupancy recorded March 20, 1992 in [Book 90, page 473](#), in the Office of the Recorder of Putnam County, Indiana. (Tracts C, D, E, F)
25. Declaratory Judgment for the County of Putnam recorded February 6, 2004 as Instrument No. [2004000865](#) in the Office of the Recorder of Putnam County, Indiana. (Tracts C, D, E, F)
26. Easement, right-of-way, or ownership rights for railroad, or former railroad, affecting the insured tract, if any.
27. Possible lack of access to a dedicated street or highway. (Tracts B, C, D, E, F)
28. Ingress Egress Easement recorded _____ as instrument numbered _____, in the office of the Recorder of Putnam County, Indiana.
29. 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. (Tract A)
30. Terms and Conditions of The Ted Britton Trust dated October 28, 2003.
31. 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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C170B

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

Copyright 2021 American Land Title Association. All rights reserved.

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



G25-06008C



Fidelity National Title Insurance Company

EXHIBIT A

The Land is described as follows:

TRACT A: 67-02-01-300-020.000-005

Situate in the State of Indiana, County of Putnam, and being a part of the South half of the Southwest quarter of Section 1, Township 16 North, Range 4 West of the Second Principal Meridian, more particularly described to-wit:

Beginning at a point on the South line of the Southwest quarter of Section 1, Township 16 North, Range 4 West which point is 3351.51 feet East of the Southwest corner of the Southeast quarter of Section 2, Township and Range aforesaid; thence from said point of beginning, North 00 degrees 30 minutes East 581.65 feet; thence South 88 degrees 47 minutes East 368.27 feet to an established property corner, thence with an established property line South 85 degrees 32 minutes East 32.56 feet; thence South 00 degrees 30 minutes West 344.85 feet; thence South 88 degrees 19 minutes East 181.72 feet; thence leaving said East established property line South 00 degrees 30 minutes West 221.1 feet to the South line of the aforesaid Section 1; thence West 582.43 feet with said South line to the point of beginning containing 6.24 acres, more or less.

TRACT B: 67-02-02-400-017.000-005 and 67-02-01-300-015.000-005

Situate in the State of Indiana, County of Putnam, and being a part of the West half of the Southwest quarter of Section 1, and a part of the East half of the Southeast quarter of Section 2 all in Township 16 North, Range 4 West of the Second Principal Meridian, more particularly described to-wit:

Commencing at the Southwest Corner of the Southeast Quarter of Section 2, Township 16 North, Range 4 West, thence East 1483.68 feet with the South line of said Southeast Quarter; thence North 0 degrees 30 minutes West 575.74 feet with an established property line to an iron pin marking the true point of beginning of the real estate herein described; thence from an iron pin North 0 degrees 30 minutes West 869 feet with said established property line to the South right-of-way line of the Baltimore and Ohio Railroad Company; thence South 89 degrees East along said right-of-way line 2471.04 feet to the West line of Spring Avenue in the Town of Roachdale; thence South 16-1/2 feet to a post; thence North 89 degrees West 214.5 feet, thence South 0 degrees 30 minutes West 860.64 feet to an iron pin; thence North 88 degrees 47 minutes West 2241.6 feet to the point of beginning, containing 45.15 acres, more or less.

TRACT C and TRACT D: 67-02-02-400-011.004-005 and 67-02-01-300-014.002-005

PART OF THE SOUTHEAST QUARTER OF SECTION 2 AND PART OF THE SOUTHWEST QUARTER OF SECTION 1, ALL IN TOWNSHIP 16 NORTH, RANGE 4 WEST OF THE SECOND PRINCIPAL MERIDIAN IN FRANKLIN TOWNSHIP, PUTNAM COUNTY, INDIANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A BRASS PLUG MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE NORTH 00 DEGREES 08 MINUTES 05 SECONDS WEST (GRID BEARING-INDIANA STATE PLANE COORDINATE SYSTEM WEST ZONE) ALONG THE EAST LINE OF SAID QUARTER SECTION 1439.04 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE FORMER RAILROAD AND ALSO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 18 MINUTES 15 SECONDS WEST ALONG SAID SOUTH LINE 1214.37 FEET TO THE NORTHWEST CORNER OF A 45.15 ACRE TRACT OF LAND DESCRIBED IN INSTRUMENT NUMBER 201905493 FOUND IN THE OFFICE OF THE RECORDER OF PUTNAM COUNTY, INDIANA; THENCE NORTH 00 DEGREES 38 MINUTES 54 SECONDS WEST ALONG A NORTHERLY EXTENSION OF THE WEST LINE OF SAID TRACT 50.02 FEET TO THE CENTERLINE OF THE FORMER RAILROAD; THENCE SOUTH 89 DEGREES 18 MINUTES 15 SECONDS EAST ALONG SAID CENTERLINE 2471.54 FEET TO THE NORTHERLY EXTENSION OF THE WEST LINE OF SPRING STREET IN

EXHIBIT A

(Continued)

MARY J. COUK'S SECOND ADDITION, TO THE TOWN OF ROACHDALE, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PART 1, PAGES 64 AND 67 IN SAID RECORDERS OFFICE; THENCE SOUTH 00 DEGREES 10 MINUTES 14 SECONDS WEST ALONG SAID EXTENSION 40.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE FORMER RAILROAD; THENCE NORTH 89 DEGREES 18 MINUTES 15 SECONDS WEST ALONG SAID SOUTH LINE 1256.50 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 1; THENCE SOUTH 00 DEGREES 08 MINUTES 05 SECONDS EAST ALONG SAID WEST LINE 10.00 FEET TO THE POINT OF BEGINNING TO THE POINT OF BEGINNING. CONTAINING 2.55 ACRES, MORE OR LESS.

TRACT E and TRACT F: 67-02-02-400-011.003-005 and 67-02-01-300-014.001-005

PART OF THE SOUTHEAST QUARTER OF SECTION 2 AND PART OF THE SOUTHWEST QUARTER OF SECTION 1, ALL IN TOWNSHIP 16 NORTH, RANGE 4 WEST OF THE SECOND PRINCIPAL MERIDIAN IN FRANKLIN TOWNSHIP, PUTNAM COUNTY, INDIANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A BRASS PLUG MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE NORTH 00 DEGREES 08 MINUTES 05 SECONDS WEST (GRID BEARING-INDIANA STATE PLANE COORDINATE SYSTEM WEST ZONE) ALONG THE EAST LINE OF SAID QUARTER SECTION 1489.05 FEET TO THE CENTERLINE OF THE FORMER RAILROAD AND ALSO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 18 MINUTES 15 SECONDS WEST ALONG SAID CENTERLINE 1962.48 FEET TO A SOUTHERLY EXTENSION OF THE WEST LINE OF A 105.59 ACRE TRACT OF LAND DESCRIBED IN INSTRUMENT NUMBER 200201628 FOUND IN THE OFFICE OF THE RECORDER OF PUTNAM COUNTY, INDIANA; THENCE NORTH 00 DEGREES 02 MINUTES 30 SECONDS WEST ALONG SAID EXTENSION TO THE SOUTHWEST CORNER THEREOF BEING ON THE NORTH RIGHT-OF-WAY LINE OF THE FORMER RAILROAD; THENCE SOUTH 89 DEGREES 18 MINUTES 15 SECONDS EAST ALONG SAID NORTH LINE 1962.40 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1; THENCE SOUTH 00 DEGREES 08 MINUTES 05 SECONDS EAST ALONG SAID WEST LINE AND SAID NORTH LINE OF RAILROAD RIGHT-OF-WAY 10.00 FEET; THENCE SOUTH 89 DEGREES 18 MINUTES 15 SECONDS EAST ALONG SAID NORTH LINE 1256.93 FEET TO THE NORTHERLY EXTENSION OF THE WEST LINE OF SPRING STREET IN MARY J. COUK'S SECOND ADDITION, TO THE TOWN OF ROACHDALE, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PART 1, PAGES 64 AND 67 IN SAID RECORDERS OFFICE; THENCE SOUTH 00 DEGREES 10 MINUTES 14 SECONDS WEST ALONG SAID EXTENSION 40.00 FEET TO THE CENTERLINE OF THE FORMER RAILROAD; THENCE NORTH 89 DEGREES 18 MINUTES 15 SECONDS WEST ALONG SAID CENTERLINE 1256.72 FEET TO THE POINT OF BEGINNING. CONTAINING 3.40 ACRES, MORE OR LESS.

331450

RIGHT-OF-WAY DEED

KNOW ALL MEN BY THESE PRESENTS, That Harry Edith Lockridge, a single person, of the Post Office of Beechdale, in the State of Indiana, hereinafter referred to as "Grantor" (whether one or more), in consideration of One (\$1.00) Dollar, to her/him paid, receipt of which is hereby acknowledged, and the further consideration of \$10.00 per linear rod, to be paid before the pipe line hereinafter specified is laid down's hereby grant and convey unto THE INDIAN PIPE LINE COMPANY, a Delaware Corporation, having an office in Kansas City Missouri, its executors and assigns, hereinafter referred to as "Grantee" a right-of-way to lay, construct, maintain, alter, inspect, repair, replace, relocate, change the size of, operate, and remove a pipe line, ditches, valves, cathodic equipment, and all appurtenances necessary for the maintenance and operation of said line and for the transportation of oil, gas, or other substances therein, under, on, over and through the premises hereafter described, and the Grantee is granted the right of ingress and egress, to, on, from and over the following described portions for the purposes aforementioned in the County of Putnam in the State of Indiana, to-wit:

The Northwest Quarter of Section 1, Township 15 North, Range 4 West, subject to railroad right-of-way and the East Half of the East Half of the Northwest Quarter of Section 1, Township and Range aforesaid.

To HAVE AND TO HOLD said easements, rights, and right-of-way unto the said FARMVILLE INDIAN PIPE LINE COMPANY, its executors and assigns.

Grantor to have the right to select, change or alter the route of pipe line herein authorized to be laid under, upon, over and through the above described premises. All pipe installed hereunder shall be buried a minimum of thirty (30) inches. Grantor shall not place anything over or in close to any pipe line or other facility of Grantee as will be likely to interfere with Grantee's service therein by use of equipment or means customarily employed in the maintenance of pipe line. All damage to growing crops, damage tile and fence of Grantee occasioned by the construction or repair of any of the facilities herein authorized to be installed and operated by Grantee shall be paid by Grantee after the damage is done, and if not mutually agreed upon, on a statement and determined by three disinterested persons to be appointed by the Grantee, one to be appointed by the Grantee, and the other two to be chosen by the two so appointed. The written consent of such three persons shall be final and conclusive. Uninsured damage shall be a minimum of 12.00 per linear rod, on the original construction of a pipe line through the above described real estate.

Payment of all charges hereunder may be paid to Harry Edith Lockridge at Beechdale, Indiana Box 144

This Grant shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto, and it is understood that this Grant cannot be changed in any way except in writing, signed by the Grantor, and a duly authorized agent of the Grantee.

This instrument prepared by John S. Fox, Jr.

In Witness Whereof, the Grantor hereunto set their hands and seals on this 20th day of March, A.D., 1947.

Harry Edith Lockridge
Harry Edith Lockridge

Witness:
L.S. Fox
L.S. Fox

STATE OF INDIANA, COUNTY OF PUTNAM, SS:

I, J. H. HARRISON, Notary Public in and for the State of Indiana, do hereby certify that the foregoing is a true and correct copy of the original as the same appears from my records and files on this 20th day of March, A.D., 1947.

J. H. HARRISON
Notary Public
I-20-47
I-20-47

Martha Lee Harrison
Martha Lee Harrison Harry Public

A Notary at Beechdale, Indiana, on 21st March 1947.

Martha Lee Harrison

Witness my hand and seal at Beechdale, Indiana, this 21st day of March, 1947.

KNOW ALL MEN BY THESE PRESENTS, That Jack V. Porter and Vera W. Porter, husband and wife of the Post Office of Beechdale, in the State of Indiana hereinafter referred to as "Grantor" (whether one or more), in consideration of One (\$1.00) Dollar, to them, in hand paid, receipt of which is hereby acknowledged, and the further consideration of \$10.00 per linear rod, to be paid before the pipe line hereinafter specified is laid down's hereby grant and convey unto THE INDIAN PIPE LINE COMPANY, a Delaware Corporation, having an office in Kansas City Missouri, its executors and assigns, hereinafter referred to as "Grantee" a right-of-way to lay, construct, maintain, alter, inspect, repair, replace, relocate, change the size of, operate, and remove a pipe line, ditches, valves, cathodic equipment, and all appurtenances necessary for the maintenance and operation of said line and for the transportation of oil, gas, or other substances therein, under, on, over and through the premises hereafter described, and the Grantee is granted the right of ingress and egress, to, on, from and over the following described portions for the purposes aforementioned in the County of Putnam in the State of Indiana, to-wit:

City, Missouri, its successors and assigns, hereinafter referred to as "Grantor," a Right-of-way to lay, construct, maintain, alter, inspect, repair, replace, relocate, change the line of, operate, and remove a pipe line and from time to time additional pipe line for the purpose and operation of said lines and for the transportation of oil, gas, or other substances thereon, under, on, over and through the premises hereafter described, and the Grantor is granted the right of ingress and egress, to, on, from and over the following of Indiana, to-wit:

A part of the Southwest Quarter of Section 1 and a part of the Southwest Quarter of Section 2, all in Township 16 North, Range 4 West and Tying south of the right-of-way of the Baltimore and Ohio Railroad Company described as follows: Beginning at a stone on the south line of the Southwest Quarter of said Section 2 which is 22 chains and 40 links east of the southwest corner of said quarter section; thence north 1/2 degree west 11 chains and 41 links to a stone on the south line of the right-of-way of said railroad company; thence south 89 degrees east along said right-of-way line 27 chains and 64 links to the west line of Spring Avenue in the Town of Brookdale; thence south 23 links to a post; thence north 80 degrees west 3 chains and 25 links; thence south 1/2 degree west 13 chains and 4 links to an iron pin; thence south 85 degrees and 32 minutes east 48-1/10ths links to an iron pin; thence south 1/2 degree west 5 chains and 22-1/10 links to an iron pin; thence south 83 degrees and 19 minutes east 2 chains and 71-1/10 links to an iron pin; thence north 1/2 degree east 7 chains and 41 links to the southeast corner of Mary J. Cook's Addition to the Town of Brookdale; thence east with the south line of said Addition 14 chains and 33 links to a stone at the southeast corner of said Mary J. Cook's Addition, and said stone being on the west right-of-way line of the Chicago, Indianapolis and Louisville Railway Company; thence north 3 degrees west along said right-of-way line 155 feet to Columbia Street extended; thence south 56 feet; thence west 22 feet to the southwest corner of Standard Oil Lot; thence south with the west line of said Lot 150 feet; thence east with the south line of said Lot 24 feet and 4 inches to the west right-of-way line of the above-said railway company; thence south 5 degrees west with the right-of-way line 3 chains and 49 links to the south line of said Southwest Quarter of Section 1; thence west on said south line of said Southwest Quarter of Section 1 and the south line of the Southwest Quarter of said Section 2, 56 chains and 40 links to the place of beginning, containing 90.50 acres.

TO HAVE AND TO HOLD said easements, rights, and right-of-way unto the said GRANTEE HEREIN FIRST LINE CONTAINED, his successors and assigns.

Said additional pipe line or lines be laid at any time \$10.00 per linear rod shall be paid for each such line so laid. Grantor to have the right to select, change or alter the course of all pipe lines herein authorized to be laid under, upon, over and through the above described premises. All pipe installed hereunder shall be buried a minimum of thirty (30) inches. Grantor shall not place anything over or on close to any pipe line or other facility of Grantor so will be likely to interfere with Grantor's access thereto by use of equipment or means customarily employed in the maintenance of pipe lines. All damage to growing crops, drainage tiles and fences of Grantor occasioned by the construction and repair of any of the facilities herein authorized to be maintained and operated by Grantor shall be paid by Grantor after the damage is done, said damage, if not actually signed upon, to be ascertained and determined by three disinterested persons, one to be appointed by the Grantor, one to be appointed by the Grantee, and the third to be chosen by the two so appointed. The written award of such three persons shall be final and conclusive.

Payment of all moneys hereunto due hereunder may be paid to Jack V. Porter and Emma V. Porter at Brookdale, Indiana.

This Grant shall be binding upon the heirs, executors, administrators, successors, and assigns, of the parties hereto, and it is understood that this Grant cannot be changed in any way except in writing, signed by the Grantor, and a duly authorized agent of the Grantee.

This instrument prepared by John S. New, Jr.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals on this 22th day of March, A. D., 1967.

Witness:
George S. Blossing
George A. Blossing

Jack V. Porter
Jack V. Porter
Emma V. Porter
Emma V. Porter

IN WITNESS WHEREOF, GRANTOR'S STATEMENT

STATE OF INDIANA, COUNTY OF PUTNAM

I, Jack V. Porter, a Notary Public, this 22th day of March, 1967, Jack V. Porter and Emma V. Porter, his wife, personally acknowledged the execution of the enclosed Right of Way Grant.

AMENDMENT OF RIGHT-OF-WAY GRANT

1979 THIS AGREEMENT, made as of the 30th day of August, 1978, by and between Jack V. Porter and Theodore Britton, herein-after referred to as "Grantors", and Panhandle Eastern Pipe Line Company, a Delaware corporation, hereinafter referred to as "Grantee".

WITNESSETH:

THAT, WHEREAS, Grantors represent that they are the present owners of the following described tracts of land, herein-after referred to as "TRACT A", in the County of Putnam, in the State of Indiana, described as follows, to wit:

505

TRACT A Tract 1: Situate in the State of Indiana, County of Putnam and being a part of the South half of the South-west quarter of Section 1, Township 16 North, Range 4 West of the Second Principal Meridian, more particularly described to-wit:

Beginning at a point on the South line of the South-west quarter of Section 1, Township 16 North, Range 4 West which point is 3351.51 feet East of the South-west corner of the Southeast quarter of Section 2, Township and Range aforesaid; thence from said point of beginning North 0 degrees 30 minutes East 581.65 feet; thence South 88 degrees 47 minutes East 368.27 feet to an established property corner; thence with an established property line South 85 degrees 32 minutes East 32.56 feet; thence South 0 degrees 30 minutes West 344.85 feet; thence South 88 degrees 19 minutes East 181.72 feet; thence leaving said East established property line South 0 degrees 30 minutes West 221.1 feet to the South line of the aforesaid Section 1; thence West 582.43 feet with said South line to the point of beginning containing 6.24 acres, more or less;

Subject to the right-of-way of the existing public road and easements of record;

Tract 2: Situate in the State of Indiana, County of Putnam and being a part of the West half of the South-west quarter of Section 1, and a part of the East half of the Southeast quarter of Section 2 all in Township 16 North, Range 4 West of the Second Principal Meridian, more particularly described to-wit:

Commencing at the Southwest corner of the Southeast quarter of Section 2, Township 16 North, Range 4 West; thence East 1483.68 feet with the South line of said Southeast quarter; thence North 0 degrees 30 minutes West 575.74 feet with an established property line to an iron pin marking the true point of beginning of the real estate herein described; thence from an iron pin North 0 degrees 30 minutes West 869 feet with said established property line to the South right-of-way line of the Baltimore and Ohio Railroad Company; thence South 89 degrees East along said right-of-way line 2471.04 feet to the West line of Spring Avenue in the Town of Roachdale; thence South 16 1/2 feet to a post; thence North 39 degrees West 214.5 feet; thence South 0 degrees 30 minutes West 860.64 feet to an iron pin; thence North 88 degrees 47 minutes West 2241.6 feet to the point of beginning containing 45.15 acres more or less;

RECEIVED FOR RECORD

1979

#24550

2136
505
P
E. Britton J. Porter

PUTNAM COUNTY RECORDS

Said real estate in total 51.39 acres, more or less; which said TRACT A is subject, AMONG OTHER LAND, to a certain Right-of-Way Grant dated March 20, 1967, made by Jack V. Porter and Dama W. Porter, husband and wife, in favor of Grantee, its successors and assigns, recorded in the office of the Recorder for Putnam County, Indiana, in book 33, page 450; and

WHEREAS, under and pursuant to the above-described Right-of-Way Grant, there has heretofore been constructed on, over and across TRACT A one high pressure, natural gas transmission pipeline, Line No. 45-06-001-36, owned, operated and maintained by Grantee and hereinafter sometimes referred to as Grantee's said line; and

WHEREAS, Grantors have requested Grantee to release, surrender and relinquish the above-described Right-of-Way Grant INSOFAR and INSOFAR ONLY as it covers that portion of the aforesaid TRACT A which lies OUTSIDE of a certain strip of land hereinafter described.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, it is agreed by and between the parties hereto as follows:

- (1) That Grantee shall, and by these presents does, release, surrender and relinquish unto Grantors, their heirs, successors and assigns, all of Grantee's right, title and interest in, to and under the above-described Right-of-Way Grant, INSOFAR AND INSOFAR ONLY as it covers that portion of TRACT A which lies OUTSIDE of a certain 60 foot wide strip of land described as follows, to wit:

Situate in the State of Indiana, County of Putnam and being a part of the West half of the Southwest quarter of Section 1, Township 16 North, Range 4 West of the Second Principal Meridian, more particularly described to-wit:

Beginning at a point on the Grantor's South property line, which point is on the South line of the West half of the Southwest quarter of Section 1, Township 16 North, Range 4 West and is 3808.77 feet East of the Southwest corner of the Southeast quarter of Section 2, Township 16 North, Range 4 West, said point being further described as being 125.17 feet West of the Grantor's Southeast property corner; thence North 13 degrees 04 minutes West 232.39 feet to a point on the Grantor's Southernmost North property line; thence South 88 degrees 19 minutes East 62.04 feet with said North property line; thence South 13 degrees 04 minutes East 230.52 feet to the South line of the aforesaid West half quarter; thence West 61.59 feet with said South line to the point of beginning, containing 13,886 square feet;

Also Beginning at a point on the Grantor's North property line which point is on the South right-of-way of the B & O Railroad and further described as being North 89 degrees West 230.1 feet from the Northeast corner of the Grantor's property; thence South 1 degree 27 minutes West 711.7 feet; thence South 13 degrees 04 minutes East 117.41 feet to the Grantor's East property line; thence South 0 degrees 30 minutes West 51.53 feet with said East property line to a property corner; thence South 85 degrees 32 minutes East 12.68 feet with the Grantor's property line; thence South 13 degrees 04 minutes East 84.56 feet

to a point on the Grantor's East property line; thence South 0 degrees 30 minutes West 255.78 feet with said property line; thence North 13 degrees 04 minutes West 512.17 feet; thence North 1 degree 27 minutes East 718.87 feet to the Grantor's aforesaid North property line; thence South 89 degrees East 60 feet with said North property line to the point of beginning, containing 65,634 square feet;

507
it being the intention of the parties hereto to free all of the above-described TRACT A from and of the lien, encumbrance and burden of the Right-of-Way Grant hereinabove described, SAVE and EXCEPT as to the above-described strip of land, as to which said strip of land said Right-of-Way Grant, as herein modified and amended, SHALL REMAIN IN FULL FORCE AND EFFECT. No release, surrender or relinquishment of any part of the above-described Right-of-Way Grant covering, affecting, or pertaining to any lands lying OUTSIDE of the boundaries of the above-described TRACT A is made or is intended to be made hereunder.

(2) No house, garage, building, mobile home, house trailer, septic tank, drain pipes, trees, lake, reservoir, swimming pool or other structure, facility or tree-like growth shall be hereafter placed, erected or planted anywhere on the above-described strip of land reserved, as aforesaid, by Grantee; provided, however, that Grantors shall have the right to install or authorize the installation of utility installations on said reserved strip of land so long as such utility installations are not placed parallel to and within ten (10) feet of Grantee's said line and so long as such utility installations as may cross Grantee's said line do so under said line and at approximate right angles thereto and in such manner as not to interfere with, endanger or damage Grantee's said line.

(3) No portion of the above-described strip of land reserved by Grantee as aforesaid shall be utilized for the seating or other accommodation of persons in connection with any gathering of any sort, nor shall any portion of the above-described strip of land lying within ten (10) feet of Grantee's said line be utilized for the parking of vehicles, and no imperivous type pavement in connection with the establishment or use of any vehicular parking area shall be placed over or within ten (10) feet of Grantee's said line.

(4) Grantors shall not remove any cover or overburden from Grantee's said line, nor shall any lateral or subjacent support be removed therefrom except temporarily and as an incident to the installation of utility installations hereinabove authorized to be placed across said above-described reserved strip of land, or as an incident to the construction of any railroad track, street, sidewalk, driveway, road, alley or curbing not constructed parallel to and within ten (10) feet of Grantee's said line, and Grantee shall, in no event, except upon the conditions hereinafter referred to in (5) below, be required to alter or change the level or position of Grantee's said line by reasons of the exercise by Grantors of any of the rights conferred on them under this agreement with respect to the strip of land reserved, as aforesaid, by Grantee.

(5) No railroad track, street, sidewalk, fence, driveway, road, alley or curbing shall be constructed substantially parallel to and within ten (10) feet of Grantee's said line. Nothing herein shall preclude Grantors, their heirs, successors or assigns, from constructing any railroad track, street, sidewalk, driveway, road, fence, alley or curbing ACROSS Grantee's said line so long as said railroad track, street, sidewalk, fence, driveway, road, alley or curbing shall cross Grantee's said line at approximate right angles

thereto; provided, however, that if the proposed construction by Grantors, or their heirs, successors or assigns, of any railroad track, street, sidewalk, fence, driveway, road, alley or curbing across the aforesaid reserved strip of land would, in Grantee's opinion, imperil Grantee's said line, then Grantors, and their heirs, successors and assigns, shall not proceed with such proposed construction; provided, further, however, that Grantors, or their heirs, successors or assigns, may proceed with such proposed construction after (A) Grantors, or their heirs, successors or assigns, have entered into an agreement in form satisfactory to Grantee to pay to and reimburse Grantee for all direct and indirect costs and expenses of every sort and character which would have to be incurred or expended by Grantee in connection with whatever protective work, for example, lowering, encasing, adjusting or otherwise altering Grantee's said line might, in Grantee's opinion, be required to protect its said line from the consequences of such proposed construction, and (B) Grantee has had such reasonable period of time as might be required by Grantee to complete such protective work as may be covered by the aforesaid reimbursement agreement.

As hereby modified, amended and restricted, the above-described Right-of-Way Grant, INSOFAR AS said Right-of-Way Grant covers the reserved strip hereinabove described, is hereby confirmed and ratified.

This instrument shall be binding upon the parties hereto, their heirs, successors and assigns.

EXECUTED as of the day and year first hereinabove written.

Jack V. Porter
Jack V. Porter

Theodore Britton
Theodore Britton

ATTEST:

PANHANDLE EASTERN PIPE LINE COMPANY

J. J. Noel
J. J. Noel
Assistant Secretary

By E. O. Nelson
E. O. Nelson, Vice-President

STATE OF Indiana)
COUNTY OF Putnam) SS.

Before me, Rita K. Spencer, a Notary Public, this 20th day of February, 1979, Jack V. Porter acknowledged the execution of the annexed Amendment of Right-of-Way Grant.

Rita K. Spencer
Rita K. Spencer, Notary Public

My Commission expires:

5-9-82

STATE OF IND. AND)
COUNTY OF PUTNAM) SS.

Before me, Rita K. Spencer, a Notary Public, this
13th day of Aug., 1979, Theodore Britton acknowledged the
execution of the annexed Amendment of Right-of-Way Grant.

My Commission expires:

5-9-82

Rita K. Spencer
Rita K. Spencer
Notary Public

509

STATE OF MISSOURI)
COUNTY OF JACKSON) SS.

Before me, EUGENE C. ALFF, a Notary Public, this
30th day of AUGUST, 1979, personally appeared Panhandle
Eastern Pipe Line Company, by E. O. Nelson and J. T. NOEL,
its Vice-President and Assistant Secretary, respectively, and
acknowledged the execution of the foregoing instrument.

My Commission expires:

DECEMBER 21, 1981

Eugene C. Alff
Eugene C. Alff
Notary Public

This instrument was prepared by Charles B. Wesonig, attorney, 3444
Broadway, Kansas City, Missouri 64111.

Right-of-Way Grant

ALL MEN BY THESE PRESENTS, That Dorothy Crosby and Claude Crosby, Wife and Husband of (hereinafter referred to as "Grantors") in consideration of One (\$1.00) Dollar, to them in hand paid, receipt of which is hereby acknowledged, and the further consideration of \$10.00 per linear rod, to be paid before the first pipe line hereinafter specified is laid... FURNISH EASTERN PIPE LINE COMPANY, a Delaware Corporation, having an office at Kansas City, Missouri, its successors and assigns, hereinafter referred to as "Grantee".

It covers off the north end of the Northwest Quarter of the Northwest Quarter and the Northwest Quarter of the Northwest Quarter of Section 13, also, the southeast Quarter of the Southwest Quarter of Section 12, all in Township 14 North, Range 4 West, containing in all 103 acres.

AND TO HOLD said easements, rights, and right-of-way unto the said FURNISH EASTERN PIPE LINE COMPANY, its successors and assigns.

Additional pipe line or lines be laid at any time \$1.00 per linear rod shall be paid... Grantors shall not place anything over or so close to any pipe line or other facility... All damage to any building or other structure... shall be paid by the Grantee.

Amount of all surveys bounding the hereunder way to be paid to Dorothy Crosby at Nashville, Indiana.

This Grant shall be binding upon the heirs, successors, administrators, executors, and assigns, of the parties hereto, and it is understood that this Grant cannot be changed in any way without the written consent of the Grantee, and a duly authorized agent of the Grantee.

In testimony whereof, the Grantors have hereunto set their hands and seals on this 13th day of April, A. D., 1967.

Dorothy Crosby
Claude Crosby

Claude Crosby
Claude Crosby

John Nichols
David Nichols

331459

NO DOCUMENTARY STAMPS CANCELLED

STATE OF INDIANA, COUNTY OF Putnam ss.

I, a Notary Public, this 1st day of April, 1967, Claude Crosby and Dorothy Crosby, wife, severally acknowledged the execution of the aforesaid Right of Way Grant.

TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and date above written.

Notary Public (SEAL) David S. Mastetter
David S. Mastetter Notary Public

THIS GRANT BEING THE 1st DAY OF APRIL 1967, at 5:30 O'CLOCK P.M.

Virginia B. [Signature]

Right-of-Way Grant

ALL MEN BY THESE PRESENTS, That Britton Funn, Inc., a Corporation of the State of Indiana, hereinafter referred to as "Grantee" (whether and in consideration of One (\$1.00) Dollar, to them, in hand paid, receipt of which

is hereby acknowledged, and the further consideration of \$10.00 per linear rod, to be paid before the pipe line hereinafter specified is laid do hereby grant and convey unto HANSHALL EASTERN PIPE LINE COMPANY, a Delaware Corporation, having an office in Kansas City, Missouri, its successors and assigns, hereinafter referred to as "Grantor," a Right-of-Way to lay, construct, maintain, alter, inspect, repair, replace, enlarge, change the size of, operate, and remove a pipe line, drips, valves, cathodic equipment, and all appurtenances convenient for the maintenance and operation of said lines and for the transportation of oil, gas, or other substances therein, under, on, over and through the premises hereafter described, and the Grantor is granted the right of ingress and egress, to, on, from and over the following described premises for the purposes aforementioned in the County of Putnam in the State of Indiana, to-wit:

A part of the Southwest Quarter of Section 1 and a part of the Southwest Quarter of Section 2, all in Township 16 North, Range 3 West and lying north of the right-of-way of the Baltimore and Ohio Railroad Company, described as follows: Beginning on the north line of the Southwest Quarter of said Section 1 at a point 11 chains and 8 links east of the northeast corner of said quarter section; thence south 14 chains and 74 links to the north line of the right-of-way of the Baltimore and Ohio Railroad Company; thence south 89 degrees east with said right-of-way line 37 chains and 23 links; thence north 2 chains and 11 links to an iron pin; thence south 89 degrees east 7 chains and 40 links to the west line of the right-of-way of the Chicago, Indianapolis and Louisville Railway Company; thence north 3 degrees east with said right-of-way line 11 chains and 34 links to the north line of the SW-1/4 of said Section 1; thence west with a-16 line and the north line of the Southwest Quarter of said Section 2, 43 chains and 85 links to the place of beginning. Containing 204.67 acres.

TO HAVE AND TO HOLD and successors, rights, and right-of-way unto the said HANSHALL EASTERN PIPE LINE COMPANY, its successors and assigns.

Grantor do hereby have the right to release, change or alter the course of all pipe lines herein authorized to be laid under, upon, over and through the above described premises. All pipe installed hereunder shall be buried a minimum of thirty (30) inches. Grantor shall not place anything over or on lines or any pipe line or other facility of Grantor as will be likely to interfere with Grantor's access thereto by use of equipment or means customarily employed in the maintenance of pipe lines. All damage to growing crops, drainage tile and fences of Grantor occasioned by the construction or repair of any of the facilities herein authorized to be installed and operated by Grantor shall be paid by Grantor after the damage is done, and damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one to be appointed by the Grantor, one to be appointed by the Grantee, and the third to be chosen by the two so appointed. The written award of such three persons shall be final and conclusive.

Payment of all moneys becoming due hereunder may be paid to British Pumps, Inc. at Muncie, Indiana.

This Grant shall be binding upon the heirs, successors, administrators, executors, and assigns, of the parties herein, and it is understood that this Grant cannot be changed in any way except in writing, signed by the Grantor, and a duly authorized agent of the Grantee.

This instrument prepared by John S. Dow, Jr.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals on this 28th day of March, A.D., 1957. British Pumps, Inc.

Witnesses:
George E. Blessing
George E. Blessing

By: Roy W. Britton
Roy W. Britton, President

ATTEST
Ted Britton
Ted Britton, Secretary

STATE OF INDIANA, COUNTY OF PUTNAM ss.

John S. Dow, Jr., Notary Public, this 28th day of March, 1957, Roy W. Britton, President of British Pumps, Inc., acknowledged the execution of the above right of way Grant. Further acknowledged Ted Britton as Sec.

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

By Commission Expires: (SEAL) David S. Huestetter
David S. Huestetter Notary Public

RECORDED FOR RECORD THE 1st DAY OF MAY 1957, at 11:00 A.M.

RECORDED FOR RECORD THE 1st DAY OF MAY 1957, at 11:00 A.M.

STATE OF INDIANA, PUTNAM C
Victoria Layne, being duly a
that she is the owner of the
corner of section thirty 6
in Floyd Township, Putnam C
her husband, Rom: E. Layne,
she became the sole owner o

that she wishes this affidavit
to be the Auditor of Putnam C
the above described real es

described and sworn to be

(SEAL)
By Commission Expires:
October 8, 1970

RECORDED FOR RECORD THIS 3:

Application fo
Land C

I, J. Frank Duxton do hereby
to the provisions of an Act
production and (to) protect
describing a method of and
the following described 1

part of the North East
North, Range 3 West;
West 1267 1/2 feet to t
in the North line of
along said North line
quarter quarter; then
to the place of begi

Also, part of the 600
Township 16 North, Rn
thereof; thence North
the West line thereof
East 1267 1/2 feet to th

and containing in all
John S. Duxton
Witness
Francis M. E. Dur
Witness

Notary Public, Witnessed
the value of the whole land
and other cash value of the
March 20, 1957 per above.

RECEIVED FOR RECORD #37136
25 DAY July 1988 Book 78
12:50 O'CLOCK P.M. Page 240

JK88004F.20

Ree M. Lewis
Putnam County Recorder

RIGHT-OF-WAY OCCUPANCY AGREEMENT

THIS AGREEMENT, made as of this 18th day of March, 1988, by and between CSX TRANSPORTATION, INC., (hereinafter called "Railroad" or "Licensor"), whose mailing address is 500 Water Street, Jacksonville Florida 32202, and LIGHTNET, (hereinafter called "Licensee"), a Delaware General Partnership, whose mailing address is 600 East Jefferson Street, Rockville, Maryland 20852.

WHEREAS, Railroad owns, controls or operates certain tracks, right-of-way or property as shown on the maps attached hereto and made a part hereof; and

WHEREAS, as of March 7, 1985, the parties hereto have agreed that Licensee shall have exclusive rights to occupy a longitudinal portion of the rail corridor or right-of-way of Railroad for the installation by Licensee of a certain long distance fiber optics cable and telecommunications system in, on, under, upon and along said Railroad right-of-way; and

WHEREAS, Railroad and Licensee have also separately agreed to the operating, engineering and technical terms, conditions and covenants for the installation and maintenance of such fiber optics cable telecommunications system; and

WHEREAS, Railroad and Licensee wish to formalize and record such use and the effect of their agreements to show where Links of Licensee's fiber optics cable and telecommunications system are located;

NOW THEREFORE, for and in consideration of the premises hereinabove, One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Licensor, subject and pursuant to and in accordance with the terms and conditions of the separate Partnership Agreement and its Exhibit A (Operating Agreement), as amended from time to time, hereby licenses and permits Licensee to locate, place, construct, maintain and use a fiber optic communication and/or data transmission cable and telecommunications system, all of which, including attendant equipment and changes therein, shall be hereinafter referred to as "Facilities", upon, over, in under, across or along, as the case may be, the tracks, right-of-way and property owned, controlled or operated by Licensor (hereinafter called "the Premises") in the County of PUTNAM, State of INDIANA, as described generally on Exhibit A and indicated on Exhibit B, hereto and made a part hereof.

To Have and Hold this license and permission for a term of one (1) year from the date of this Agreement for the uses herein expressed; provided that if Licensee shall resubmit to Railroad within the one (1) year term hereof this Agreement with a copy of the as-built drawing for said segment, showing exact location of all Licensee Facilities, the term hereof shall extend and run through September 18, 2018, pursuant to the terms of the Partnership and its Exhibit A (Operating Agreement).

THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their respective successors or assigns.

All transfer, documentary or similar taxes on recordation, and all recordation costs and responsibilities shall be Licensee's exclusivity.

Witness(es):

Licensor: CSX TRANSPORTATION, INC.:

Betty A. Jones

By: J. L. Kiesler
J. L. Kiesler
Assistant Vice President
Property Services

241

Cathy E. Hudson

Attest: David M. Yearwood
David M. Yearwood
Assistant Secretary

STATE OF FLORIDA)
)
COUNTY OF DUVAL)

Before me, a Notary Public in and for said county, personally appeared J. L. Kiesler and David M. Yearwood known to me to be the persons who, as Vice President and Assistant Secretary, respectively, of CSX Transportation, Inc., the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that they did so sign said instrument in the name and upon behalf of said corporation as such officers respectively; that the same is their free act and deed as such officers, respectively and the free and corporate act and deed of said corporation; that they were duly authorized thereunto by its Board of Directors; and that the seal affixed to said instrument is the corporate seal of said corporation. I have hereto subscribed my name, and affixed my official seal this 18th day of March, 1988.

Joanette S. Long
Notary Public

My commission expires: February 25, 1989

This instrument was prepared by
Steve Stouffer
LIGHTNET
600 E. Jefferson Street
Rockville, MD 20852
Phone (301) 738-8275

EXHIBIT A

ATTACHED HERETO AND MADE A PART OF THAT CERTAIN RIGHT OF WAY OCCUPANCY AGREEMENT BETWEEN CSX AND LIGHTNET, dated MAR 18 1968

The occupied right of way is located in and a part of the following:

State of Indiana, County of Putman

Jackson Township
Township 16 North Range 3 West
Sections 1,2,3,4,5, and 6;

Franklin Township
Township 16 North Range 4 West
Sections 1,2,3,4,5, and 6;

Russell Township
Township 16 North Range 5 West
Sections 1,2,3,4,5,6, and 7.

Villages, Towns and/or Cities of Roachdale, Raccon and Russellville.

As indicated and identified on Exhibits B and B-1

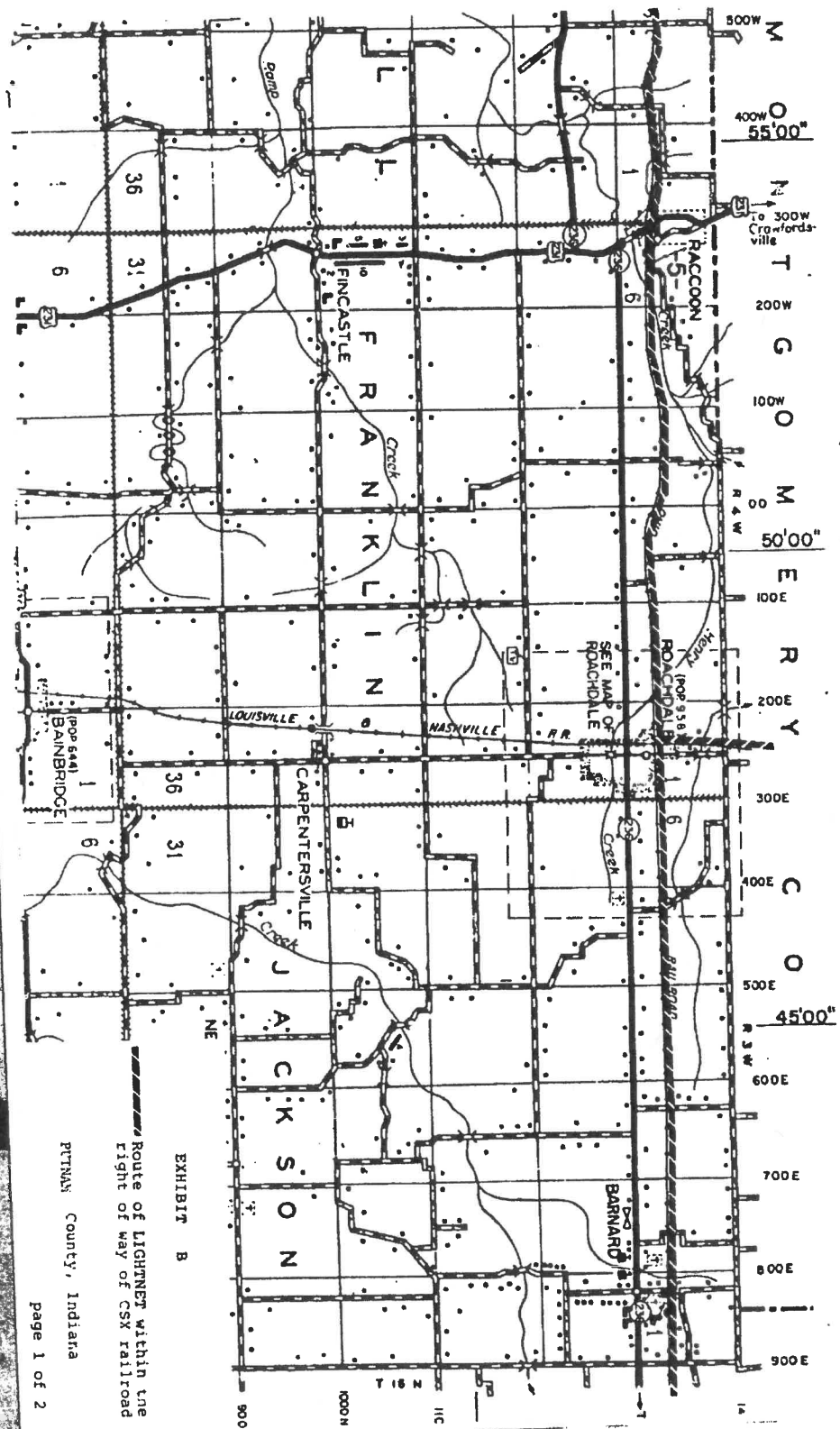


EXHIBIT B
 Route of LIGHTNER within the
 right of way of CSX railroad
 Putnam County, Indiana

24

16.2

875
 RECEIVED FOR RECORD
 20 APR 1989
 Addressed in record number 80
 1.50
 Betty McFarland
 PUTMAN COUNTY RECORDER

EASEMENT AND RIGHT-OF-OCCUPANCY AGREEMENT

THIS EASEMENT AND RIGHT-OF-OCCUPANCY AGREEMENT, executed this 17th day of April, 1989, by and between CSX TRANSPORTATION, INC. (hereinafter called "Railroad" or "Grantor"), whose mailing address is 500 Water Street, Jacksonville, Florida 32202, and WTC - East, Inc. (hereinafter called "Grantee"), a Delaware corporation, whose mailing address is P.O. Box 21348, Tulsa, Oklahoma 74121.

WHEREAS, Railroad owns, controls or operates certain tracks, right-of-way or property for interstate transportation (hereinafter "Rail Corridor"), a portion of which is shown on the maps attached hereto and made a part hereof (hereinafter "the Right-of-Way"); and

WHEREAS, as of March 7, 1985, CSX Transportation, Inc., granted to LIGHTNET, a Delaware general partnership, the exclusive right(s) to occupy a longitudinal portion of the Rail Corridor and Right-of-Way of Railroad for the installation, maintenance and operation by Grantee of a certain telecommunications system (hereinafter collectively the "Telecommunications System") in, on, under, upon and along said Rail Corridor and Grantor's Right-of-Way; and

WHEREAS, Grantor has entered into an Amended and Restated Use and Operating Agreement Regarding CSX Transportation, Inc. Right-of-Way dated as of April 3, 1989 (the "Amended and Restated Use and Operating Agreement"), among Grantor, LIGHTNET, Williams Telecommunications Group, Inc., and Grantee; and

WHEREAS, Grantee has succeeded to all the rights, property interests, obligations and business affairs of LIGHTNET; and

WHEREAS, Railroad and Grantee, in said Amended and Restated Use and Operating Agreement, have agreed to the operating, engineering and technical provisions, conditions and covenants for the installation, maintenance and operation of such Telecommunications System; and

WHEREAS, Grantor executed and delivered to LIGHTNET a Right-of-Occupancy Agreement dated March 18, 1988, recorded: Book 78, Page 240, County of Putman, covering LIGHTNET's use of certain Railroad Right-of-Way and other property hereinafter defined as Premises; and

WHEREAS, pursuant to said Amended and Restated Use and Operating Agreement, the parties hereto have agreed that Grantor confirm said Right-of-Occupancy Agreement and grant or assign unto Grantee an Easement for such installation, maintenance and operation; and

WHEREAS, Railroad and Grantee wish to formalize and record Grantee's occupancy rights in said Right-of-Way and the effect of their agreements, and to show the location of certain segments of Grantee's Telecommunications System;

NOW, THEREFORE, effective the 3rd day of April, 1989, for and in consideration of the premises hereinabove stated, and One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Grantor, subject and pursuant to and in accordance with the terms and conditions of the foregoing Amended and Restated Use and Operating Agreement, hereby GRANTS or ASSIGNS an Easement(s) unto Grantee, and CONFIRMS the aforesaid Right-of-Occupancy, to locate, install, operate, maintain, replace and use a Telecommunications System, including attendant equipment and changes therein, all of which shall be hereinafter referred to as "Facilities," upon, over, in, under, across or along, as the case may be, the tracks, Right-of-Way and property owned, controlled or operated by Grantor in the County of Putman, State of Indiana, as described generally in Exhibit A and indicated on Exhibit B, attached hereto and made a part hereof.

Witness my hand and seal of office this 17th day of April, 1989.

474

TO HAVE AND TO HOLD the foregoing Easement(s) and Right(s)-of-Occupancy for the uses herein for a term to extend and run through renewal term(s) expiring on September 18, 2068, pursuant to the terms of the foregoing Amended and Restated Use and Operating Agreement.

THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their respective successors or assigns, subject to the provisions of the foregoing Amended and Restated Use and Operating Agreement.

The parties agree that if any provision herein is held invalid or unenforceable, the remaining provisions will remain in full force and effect, and the parties will do such further acts as may be necessary to effectuate the purposes of this Agreement.

For purposes of this Easement and Right-of-Occupancy Agreement only, the term "Easement" shall mean:

with regard to any portion of Rail Corridor or Right-of-Way which is owned by Railroad in fee simple absolute, an easement; with regard to any portion of Rail Corridor or Right-of-Way owned, occupied, used or controlled by Railroad in less than fee simple absolute (fee simple determinable, fee simple conditional or rail easement) the greater of a partial assignment of easement (for Grantee's Telecommunications System) or a right-of-way occupancy commensurate with the term and extent of Railroad's ownership or occupancy; with regard to any portion of Rail Corridor or Right-of-Way occupied, used or controlled by a Railroad under any other facts or rights, a right to occupy so long as the Railroad continues its occupation, use or control of said Rail Corridor or Right-of-Way.

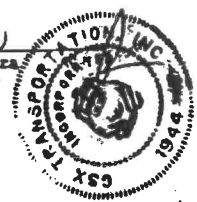
All transfer, documentary or similar taxes on recordation, and all recordation costs and responsibilities shall be Grantee's exclusively.

WITNESS the corporate seals of Grantor and Grantee, and the hands of the officer(s) of each, duly authorized to execute this Easement and Right-of-Occupancy Agreement, the day and date first written above.

EXECUTED on the date first stated but EFFECTIVE for all purposes as of the 3rd day of April, 1989.

Witness(es): Betty D. Jones Grantor: CSX TRANSPORTATION, INC.
Arnold J. Nichols
Senior Vice President

Robert L. Whallon Attest: George A. Nolan
Assistant Corporate Secretary



Witness(es): [Signature] Grantee: WTC-LENT, INC.
By: G.V. Shaw
Vice President

[Signature] Attest: K.L. Clagett
Assistant Secretary



Return Original To
Walt
Attn: [unclear]
P.O. Box [unclear]
Tulsa, Oklahoma [unclear]

STATE OF FLORIDA)
) s.s.:
COUNTY OF DUVAL)

475

Before me, a Notary Public in and for said county, personally appeared J.L. Kiesler, known to me to be the person who, as Vice President-Property Services, CSX Rail Transport of CSX Transportation, Inc., the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said corporation as such officer; that the same is his free act and deed as such officer, and the free and corporate act and deed of said corporation; that he is duly authorized thereunto by its Board of Directors; and that the seal affixed to said instrument is the corporate seal of said corporation. I have hereto subscribed my name, and affixed my official seal this _____ day of _____, 19__.

Notary Public

(Seal)

My Commission Expires:

STATE OF OKLAHOMA)
) s.s.:
COUNTY OF TULSA)

Before me, a Notary Public in and for said county, personally appeared G. V. Shaw, known to me to be the person who, as Vice President, of WIG - East, Inc., the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said corporation as such officer; that the same is his free act and deed as such officer, and the free and corporate act and deed of said corporation; that he is duly authorized thereunto by its Board of Directors; and that the seal affixed to said instrument is the corporate seal of said corporation. I have hereto subscribed my name, and affixed my official seal this 16 day of January, 1947.



Notary Public



My Commission Expires:
6-20-1948

State of Florida)
) SS.
 Duval County)

Before me, a Notary Public in and for said county, personally appeared G. L. Nichols, known to me to be the person who, as Senior Vice President-Administration of CSX Transportation, Inc., the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said corporation as such officer; that the same is his free act and deed as such officer, and the free and corporate act and deed of said corporation; that he is duly authorized thereunto by its Board of Directors; and that the seal affixed to said instrument is the corporate seal of said corporation. I have hereunto subscribed my name, and affixed my official seal, this 18th day of April, 1991.

Robert L. Wheeler
Notary Public

My commission expires: NOTARY PUBLIC - STATE OF FLORIDA
My commission expires Dec. 7, 1993
Bureau 888 - FIDELITY - Bacht Agency



477

EXHIBIT A

ATTACHED HERETO AND MADE A PART OF THAT CERTAIN RIGHT
OF WAY OCCUPANCY AGREEMENT BETWEEN CSX AND LIGHTNET,
dated April 12, 1991

The occupied right of way is located in and a part of
the following:

State of Indiana, County of Putman

Jackson Township
Township 16 North Range 3 West
Sections 1,2,3,4,5, and 6;

Franklin Township
Township 16 North Range 4 West
Sections 1,2,3,4,5, and 6;

Russell Township
Township 16 North Range 5 West
Sections 1,2,3,4,5,6, and 7.

Villages, Towns and/or Cities of Roachdale,
Raccon and Russellville.

As indicated and identified on Exhibits B and
B-1

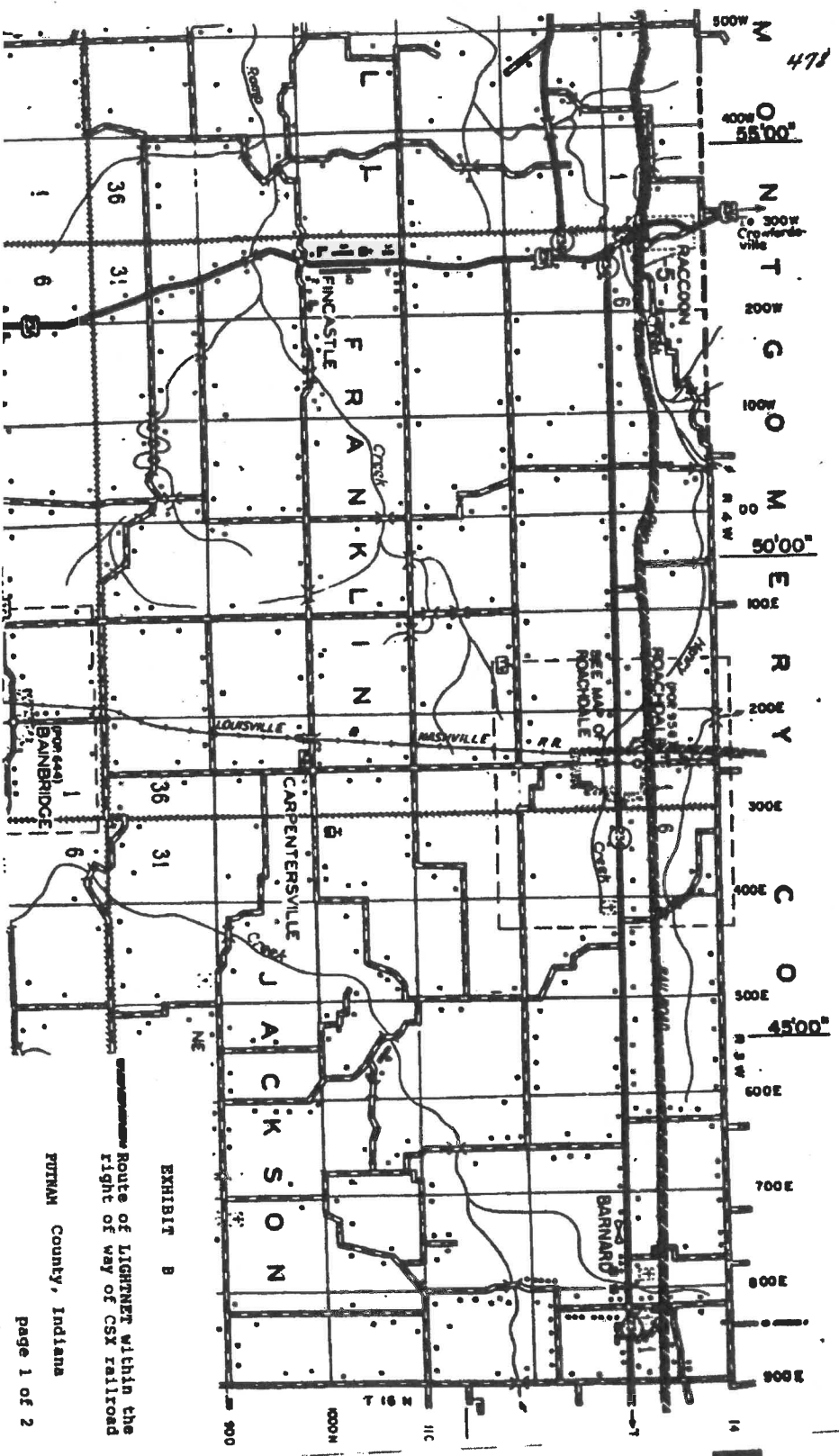


EXHIBIT B

Route of LIGHTNING within the
right of way of CSX railroad

Putnam County, Indiana

STATE OF INDIANA)
) SS: IN THE HAMILTON SUPERIOR COURT, 3
COUNTY OF HAMILTON) CAUSE NO. 29D03-9308-CP-404

Mary Watts
Putnam County Recorder IN
IN 2004000865 CTD
02/06/2004 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

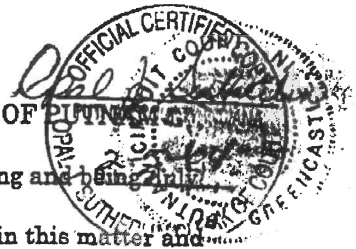
NOV 26 2003

James Dault
CLERK OF THE
HAMILTON SUPERIOR COURT

FILED

DEC 03 2003

James Dault
CLERK OF THE
HAMILTON SUPERIOR COURT



DECLARATORY JUDGMENT FOR THE COUNTY OF PUTNAM

On July 25, 2002, this Court, having conducted a hearing and being fully 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.

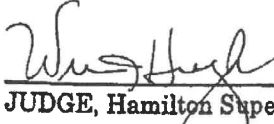
7. Where title to the adjoining Settlement Corridor has been determined to be "split" between an Interest Status of "Easement" and an Interest Status of "Fee," a series of detailed maps are attached as Exhibit C which indicate the location of each interest status relative to the adjoining property.

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
12/1/03 Jammy Bate
DATE OF CERTIFICATION JAMMY BATE
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**

George N. Clark, et al. vs. CSX Transportation, Inc. Class Action Settlement
Hamilton Superior Court
Cause No. 29D03-9308-CP-404

Putnam County CSX Abandoned Railroad Corridors

Primary Sort: Tax Parcel Number

No.	Parcel ID	Name (Adjoining Landowner)	Tax Record Address (Adjoining Property)	Tax Parcel No.	Interest Status (Holder of Superior Title)
1	18662	ROBERT H GORDON; DORIS A GORDON	13154 N CR 825 E, ROACHDALE, IN 4617	010130001600000	Fee (CSX)
2	18660	NORRIS E. ROGERS; RUTH M ROGERS	13391 N CO RD 423 E, LADOGA, IN 4795	010130001900000	Fee (CSX)
3	18658	NICHOLAS W BURDINE	13268 N CR 825 E, ROACHDALE, IN 4617	010130002300000	Fee (CSX)
4	18661	DANNY E ROGERS; SHARON L ROGERS	997 THORNAPPLE GROVE, GALLOWAY, OH 43111	010130002600000	Fee (CSX)
5	18657	ROBERT H GORDON; DORIS A GORDON	13154 N CR 825 E, ROACHDALE, IN 4617	010130002900000	Fee (CSX)
6	18664	WILMA WANETA PAGE LIVING TRUS	1520 WILDWOOD CT, PLAINFIELD, IN 4616	010140002200000	Basement (Landowner)
7	18665	WILMA WANETA PAGE LIVING TRUS	(See Exhibit C page 1)	010140002300000	Fee (CSX) 1298 R/ Basement (Landowner) 837 F
8	18663	LLOYD HOPKINS	314 W MAIN, CRAWFORDSVILLE, IN 4793	010140003100000	Basement (Landowner)
9	18666	WILMA WANETA PAGE LIVING TRUS	1520 WILDWOOD CT, PLAINFIELD, IN 4616	010140003200000	Fee (CSX)
10	18605	BRITTON FARMS INC	1717 ALLIANT AVE, SUITE 21 - PMB 21, LOUISVILLE, KY 40299-6302	010230001700000	Basement (Landowner)
11	18616	BRITTON FARMS INC	1717 ALLIANT AVE, SUITE 21 - PMB 21, LOUISVILLE, KY 40299-6302	010230001700000	Basement (Landowner)
12	18607	BRITTON FARMS INC	1717 ALLIANT AVE, SUITE 21 - PMB 21, LOUISVILLE, KY 40299-6302	010230001700000	Basement (Landowner)
13	18608	HANSON K JILL ET AL	6402 N OAKLAND AVE, INDIANAPOLIS, IN 46229	010230002400000	Basement (Landowner)
14	18608	BRITTON FARMS INC	1717 ALLIANT AVE, SUITE 21 - PMB 21, Louisville, KY 40299-6302	010230002500000	Basement (Landowner)
15	18604	L & E JONES FAMILY LJ	4728 E CO RD 1030 N, ROACHDALE, IN 4617	010230002600000	Basement (Landowner)
16	18606	L & E JONES FAMILY LJ	4728 E CO RD 1030 N, ROACHDALE, IN 4617	010230002700000	Basement (Landowner)
17	25116	L & E JONES FAMILY LJ	4728 E CO RD 1030 N, ROACHDALE, IN 4617	010230002700000	Basement (Landowner)
18	18613	L & E JONES FAMILY LJ	4728 E CO RD 1030 N, ROACHDALE, IN 4617	010240001800000	Basement (Landowner)
19	18611	L & E JONES FAMILY LJ	4728 E CO RD 1030 N, ROACHDALE, IN 4617	010240001800000	Basement (Landowner)
20	18610	BRITTON FARMS INC	1717 ALLIANT AVE, SUITE 21 - PMB 21, LOUISVILLE, KY 40299-6302	010240002000000	Basement (Landowner)
21	18612	BRITTON FARMS INC	1717 ALLIANT AVE, SUITE 21 - PMB 21, LOUISVILLE, KY 40299-6302	010240002100000	Fee (CSX)
22	18694	JAMES L WILLIAMS; MARGARET C WILLIAM	5278 W CR 800 N, NORTH SALEM, IN 4616	010240002200000	Fee (CSX)
23	18692	JAMES H BARKER; RITA K BARKER	13396 N CO RD 635 E, ROACHDALE, IN 4617	010330001800000	Fee (CSX)
24	18693	BLUSER JON & STACEY & ETAL	6011 E Side Rd 236, ROACHDALE, IN 4617	010330001900000	Fee (CSX)
25	18693	GREGORY D POOLE; BARBARA POOLH	13224 N CR 625 E, ROACHDALE, IN 4617	010330002100000	Fee (CSX)
26	18697	BRITTON FARMS INC	1717 ALLIANT AVE, SUITE 21 - PMB 21, LOUISVILLE, KY 40299-6302	010330002100000	Fee (CSX)
				010340000800000	Fee (CSX)

George N. Clark, et al. vs. CSX Transportation, Inc. Class Action Settlement
 Hamilton Superior Court
 Cause No. 29D03-9308-CP-404

Putnam County CSX Abandoned Railroad Corridors

Primary Sort: Tax Parcel Number

No.	Parcel ID	Name (Adjoining Landowner)	Tax Record Address (Adjoining Property)	Tax Parcel No.	Interest Status (Holder of Superior Title)
27	18696	HAROLD ALLEN SMALL	10694 E 1200 S, LADOGA, IN 47954	01034000160000	Basement (Landowner)
28	18698	DAVID N WILLIAMS	3278 W CR 800 N, NORTH SALEM, IN 46161	01034000260000	Fee (CSX)
29	18699	BRITTON FARMS INC	1717 ALLIANT AVE, SUITE 21 - PMB 21, LOUISVILLE, KY 40299-6302		
30	18700	JAMES L WILLIAMS; MARGARET C WILLIAM	(See Exhibit C page 2)		
31	18729	JOHN S KEBLER	5278 W CR 800 N, NORTH SALEM, IN 46161	01034000270000	Fee (CSX) 264 R./Basement (Landowner) 1405 F
32	18730	JOHN S KEBLER	300 N MERIDIAN ST #2700, INDIANAPOLIS, IN 4620	01037000230000	Fee (CSX)
33	18730	JOHN S KEBLER	300 N MERIDIAN ST #2700, INDIANAPOLIS, IN 4620	01043000080000	Basement (Landowner)
34	18731	JOHN S KEBLER	300 N MERIDIAN ST #2700, INDIANAPOLIS, IN 4620	01043000900000	Fee (CSX)
35	18732	TERRANCE C PARKS; Sharyn Bower	300 N MERIDIAN ST #2700, INDIANAPOLIS, IN 4620	01043000140000	Basement (Landowner)
36	18733	BROWNSBURG BUSINESS PARK	32 ALLENDALE, TERRE HAUTE, IN 47807	01043000150000	Basement (Landowner)
37	18734	BROWNSBURG BUSINESS PARK	910 N GREEN ST, BROWNSBURG, IN 46111	01043000160000	Fee (CSX)
38	18734	ANDREW A C HERTEL	910 N GREEN ST, BROWNSBURG, IN 46111	01044000100000	Basement (Landowner)
39	18735	ANDREW A C HERTEL	(See Exhibit C page 3)		
40	18581	JERRY L JEFFERIES	5829 East St. Rd. 236, Roschdale, IN 46171	01044000100000	Fee (CSX) 1038 R./Basement (Landowner) 1900 F
41	18578	JERRY L JEFFERIES	5829 E. St. Rd. 236, Roschdale, IN 46171	01044000120000	Basement (Landowner)
42	18580	HUBERT S BLAYDES, JR TRUST	RR 1 BOX 618, ROCKVILLE, IN 47877	01053000100000	Basement (Landowner)
43	18579	HUBERT S BLAYDES, JR	RR 1 Box 618, ROCKVILLE, IN 47877	01053000100000	Basement (Landowner)
44	18584	JAMES A WAGNER	244 Mill Spring, Coatsville, IN 4612	01053000120000	Basement (Landowner)
45	18584	HUBERT S BLAYDES, JR	244 Mill Spring, Coatsville, IN 4612	01053000130000	Basement (Landowner)
46	18585	JOHN S KEBLER	3416 N CR 400 W, GREENCASTLE, IN 46131	01053000210000	Basement (Landowner)
47	18587	JAMES A WAGNER	244 Mill Spring, Coatsville, IN 4612	01054000140000	Basement (Landowner)
48	18589	JAMES A WAGNER	300 N MERIDIAN ST #2700, INDIANAPOLIS, IN 4620	01054000160000	Basement (Landowner)
49	18588	JOHN S KEBLER	3416 N CR 400 W, GREENCASTLE, IN 46131	01054000230000	Basement (Landowner)
50	18648	HADLEY WOODSON; LANA JO WOODSON	3992 S CO RD 800 W, COATESVILLE, IN 4612	01054000240000	Basement (Landowner)
51	18652	HADLEY WOODSON; LANA JO WOODSON	3992 S CO RD 800 W, COATESVILLE, IN 4612	01054000250000	Basement (Landowner)
52	18651	JERRY L JEFFERIES	RR 1 BOX 618, ROCKVILLE, IN 47877	01063000090000	Fee (CSX)
53	18549	BRITTON FARMS INC	1717 ALLIANT AVE, SUITE 21 - PMB 21, LOUISVILLE, KY 40299-6302	01064000110000	Fee (CSX)
54	18551	BRITTON FARMS INC	1717 ALLIANT AVE, SUITE 21 - PMB 21, Louisville, KY 40299	02013000120000	Basement (Landowner)
55	18550	TED BRITTON	1717 ALLIANT AVE, SUITE 21 - PMB 21, Louisville, KY 40299	02013000130000	Basement (Landowner)
			6302	02013000150000	Basement (Landowner)

George N. Clark, et al. vs. CSX Transportation, Inc. Class Action Settlement
Hamilton Superior Court
Cause No. 29D03-9308-CP-404

Putnam County CSX Abandoned Railroad Corridors

Primary Sort: Tax Parcel Number

No.	Parcel ID	Name (Adjoining Landowner)	Tax Record Address (Adjoining Property)	Tax Parcel No.	Interest Status (Holder of Superior Title)
56	18548	US SPRINT COMMUNICATION CC	P O BOX 12913 PROP TAX DEPT, SHAWNEE MISSION, KS 66212	020130001600011	Basement (Landowner)
57	18568	ROBINS WILLIAM M & SONS INC	PO BOX 371, ROACHDALE, IN 4617	020130101200011	Basement (Landowner)
58	18532	CHARLES W RADY	PO BOX 31, ROACHDALE, IN 4617	020130101600011	Basement (Landowner)
59	18536	HERBERT R CAREY	PO BOX 97, ROACHDALE, IN 4617	020130101800011	Basement (Landowner)
60	18537	HERBERT R CAREY	PO BOX 97, ROACHDALE, IN 4617	020130101800011	Basement (Landowner)
61	18539	HERBERT R CAREY	PO BOX 97, ROACHDALE, IN 4617	020130101800011	Basement (Landowner)
62	18535	KIRK K NIEMANN	202 W RAILROAD ST, ROACHDALE, IN 4617	020130102100011	Basement (Landowner)
63	18561	JAMES E MILLER; SHARON MILLER	PO BOX 396, ROACHDALE, IN 4617	020130102300011	Basement (Landowner)
64	18562	JACK N SIMPSON; GLENDA S SIMPSON	P O BOX 177, ROACHDALE, IN 4617	020130102400011	Basement (Landowner)
65	18564	LOUIS B MCKINNEY	106 W RAILROAD ST, ROACHDALE, IN 4617	020130102600011	Basement (Landowner)
66	18568	HUBERT M BELL; RUBY BELI	PO BOX 135, ROACHDALE, IN 4617	020130102700011	Basement (Landowner)
67	18569	COMMUNICATIONS CORP OF INE	PO BOX 88, ROACHDALE, IN 4617	020130400100011	Basement (Landowner)
68	18544	HADLEY WOODSON; LANA JO WOODSON	3992 S CO RD 800 W, COATESVILLE, IN 4612 (See Exhibit C, page 4)	020140001300011	Fee (CSX) 430 ft./Basement (Landowner) 906 ft
69	18570	L & E JONES F L P	4728 E CR 1030 N, ROACHDALE, IN 4617	020140202100011	Basement (Landowner)
70	18571	JAMES P ROWAN; KAREN D ROWAN	PO BOX 23, ROACHDALE, IN 4617	020140202100011	Basement (Landowner)
71	18572	MODENA DAVIS	PO BOX 87, ROACHDALE, IN 4617	020140202200011	Basement (Landowner)
72	18631	SERVIS & MORGAN FUNERAL	PO BOX 186, ROACHDALE, IN 4617	020140300900011	Basement (Landowner)
73	18622	JAMES ALAN WHITAKER	9492 N CR 230 E, ROACHDALE, IN 4617	020140301000011	Basement (Landowner)
74	18644	DANIEL R ASHER	PO BOX 416, ROACHDALE, IN 4617	020140400200011	Basement (Landowner)
75	18576	ESTEL ROE	9436 N CO RD 230 E, ROACHDALE, IN 4617	020140400600011	Basement (Landowner)
76	18638	DANIEL R ASHER	P O BOX 416, ROACHDALE, IN 4617	020140400900011	Fee (CSX)
77	18478	RICHARD MCHARGUE; KAREN MCHARGUE	13179 N CO RD 73 E, ROACHDALE, IN 4617	020230000600011	Basement (Landowner)
78	18480	RONALD J ELDRIDGE; ROSE A ELDRIDGE	1197 E SR 236, ROACHDALE, IN 4617	020230000900011	Basement (Landowner)
79	18482	HAZEL BLAYDES	1434 E STATE RD 236, ROACHDALE, IN 4617	020230001000011	Fee (CSX)
80	18479	RICHARD MCHARGUE; KAREN MCHARGUE	13179 N CO RD 73 E, ROACHDALE, IN 4617	020230001200011	Basement (Landowner)
81	18481	RONALD J ELDRIDGE; ROSE A ELDRIDGE	1197 E SR 236, ROACHDALE, IN 4617	020230001300011	Basement (Landowner)
82	18483	HAZEL BLAYDES	1434 E STATE RD 236, ROACHDALE, IN 4617	020230001500011	Fee (CSX)
83	18484	BRITTON FARMS INC	1717 ALLIANT AVE, SUITE 21 - PMB 21, Louisville, KY 4029 6302		
84	18487	HUBERT S BLAYDES, JR	(See Exhibit C page 5)	020240000400011	Fee (CSX) 305 ft./Basement (Landowner) 837 ft
85	18488	STEVEN T CAMPBELL; ANNE CAMPBELL	244 Mill Spring, Coatsville, IN 4612	020240001400011	Fee (CSX)
			1663 E ST RD 236, ROACHDALE, IN 4617.	020240001600011	Fee (CSX)

George N. Clark, et al. vs. CSX Transportation, Inc. Class Action Settlement
 Hamilton Superior Court
 Cause No. 29D03-9308-CP-404

Putnam County CSX Abandoned Railroad Corridors

Primary Sort: Tax Parcel Number

No.	Parcel ID	Name (Adjoining Landowner)	Tax Record Address (Adjoining Property)	Tax Parcel No.	Interest Status (Holder of Superior Title)
116	18381	DIANNA L HANSEN	P. O. Box 91, Russellville, IN 46175-009	020630202700011C	Easement (Landowner)
117	18382	DIANNA L HANSEN	P. O. Box 91, Russellville, IN 4617:	020630202700011C	Easement (Landowner)
118	18383	RICHARD ROBBINS; BARBARA ROBBINI	2890 W CR 1340 N, ROACHDALE, IN 4617:	020630202800011C	Easement (Landowner)
119	18392	BOB HODGEN; MARJORIE ANN HODGEN	PO BOX 295, DARLINGTON, IN 4794	020640001100011C	Easement (Landowner)
120	18394	BOB HODGEN; MARJORIE ANN HODGEN	PO BOX 295, DARLINGTON, IN 4794	020640001100011C	Easement (Landowner)
121	18390	Unknown Owner	(See Exhibit B page 2 #2)	020670001000011C	Easement (Landowner)
122	18385	Unknown Owner	(See Exhibit B page 2 #3)	020670001000011C	Easement (Landowner)
123	18163	HERITAGE ENVIRONMENTAL S	P O BOX 68123, INDIANAPOLIS, IN 46261	030130001800011C	Easement (Landowner)
124	18374	DOUG BRIGGS	P O BOX 172, NORTH SALEM, IN 4616:	030130001900011C	Easement (Landowner)
125	18364	DOUG BRIGGS	P O BOX 172, NORTH SALEM, IN 4616:	030130002400011C	Easement (Landowner)
126	18373	FORD A FRANKLIN & ANNIS & ETAL	1346 N US HWY 231, ROACHDALE, IN 4617:	030140002100011C	Easement (Landowner)
127	18372	RAYMOND C BENNETT	1346 N US HWY 231, ROACHDALE, IN 4617:	030140002100011C	Easement (Landowner)
128	18368	BOB HODGEN; MARJORIE ANN HODGEN	P O BOX 295, DARLINGTON, IN 4794	030140002100011C	Easement (Landowner)
129	18367	BOB HODGEN; MARJORIE ANN HODGEN	P O BOX 295, DARLINGTON, IN 4794	030140002100011C	Easement (Landowner)
130	18470	HERITAGE ENVIRONMENTAL S	P O BOX 68123, INDIANAPOLIS, IN 46261	030230001400011C	Easement (Landowner)
131	18471	BRONNA S NEWSOM; ROBERT D NEWSOM	P O BOX 68123, INDIANAPOLIS, IN 46261	030230001400011C	Fee (CSX)
132	18472	HERITAGE ENVIRONMENTAL S	6816 PEBBLE BROOK CT, BROWNSBURG, IN 4611:	030240001200011C	Fee (CSX)
133	18473	HERITAGE ENVIRONMENTAL S	P O BOX 68123, INDIANAPOLIS, IN 46261	030240001200011C	Easement (Landowner)
134	18474	HERITAGE ENVIRONMENTAL S	P O BOX 68123, INDIANAPOLIS, IN 46261	030240001600011C	Easement (Landowner)
135	18476	TED EUGENE SHEETS; CAROLYN SUB SHEET	13247 N CO RD 423 W, ROACHDALE, IN 4617:	030240001600011C	Easement (Landowner)
136	18475	TED EUGENE SHEETS; CAROLYN SUB SHEET	13247 N CO RD 423 W, ROACHDALE, IN 4617:	030240001700011C	Easement (Landowner)
137	18438	CHARLES D LEONARD	1718 Creekside Drive, Carmel, IN 4603:	030330001100011C	Fee (CSX)
138	18437	GRIMES RANDALL MCCLAIT	5006 LOCHLOMAN RD, HOUSTON, TX 77091	030370000900011C	Fee (CSX)
139	18436	STRASBURGER FARMS INC	5618 W CO RD 1400 N, RUSSELLVILLE, IN 4617	030390000100011C	Fee (CSX)
140	18433	CHARLES W SENTMAN	P O BOX 189, WAVELAND, IN 47998	030430001000011C	Fee (CSX)
141	18429	DURHAM ANDREW H & AMANDA & ET AL	PO BOX 234, 11 E WALNUT ST, GREENCASTLE, IN 4613	030430001000011C	Easement (Landowner)
142	18430	DURHAM ANDREW H & AMANDA & ET AL	PO BOX 234, 11 E WALNUT ST, GREENCASTLE, IN 4613	030430001100011C	Fee (CSX)
143	18431	LAURA ROMELL WRIGHTSMAN; DANNY WRIGHTSMAN	PO BOX 234, 11 E WALNUT ST, GREENCASTLE, IN 4613	030430001100011C	Fee (CSX)
144	18431	WRIGHTSMAN	122 EDELEBA DR, GREENCASTLE, IN 4613	030430001800011C	Easement (Landowner)
145	18422	DURHAM ANDREW H & AMANDA & ET AL	PO BOX 234, 11 E WALNUT ST, GREENCASTLE, IN 4613	030440001200011C	Fee (CSX)
146	18422	MEITFORM INDUSTRIES INC	PO BOX 203, RUSSELLVILLE, IN 4617	030530002000011C	Easement (Landowner)
147	18420	HAROLD DALE HARPOLD; LEAH SUB HARPOLD	PO BOX 111, RUSSELLVILLE, IN 4617	030530002200011C	Easement (Landowner)
148	18420	HAROLD DALE HARPOLD; LEAH SUB HARPOLD	PO BOX 111, RUSSELLVILLE, IN 4617	030530002200011C	Easement (Landowner)

George N. Clark, et al. vs. CSX Transportation, Inc. Class Action Settlement
Hamilton Superior Court
Cause No. 29D03-9308-CP-404

Putnam County CSX Abandoned Railroad Corridors

Primary Sort: Tax Parcel Number

No.	Parcel ID	Name (Adjoining Landowner)	Tax Record Address (Adjoining Property)	Tax Parcel No.	Interest Status (Holder of Superior Title)
86	18485	THEODORE BRITTON	1717 ALLIANT AVE, SUITE 21 - PMB 21, Louisville, KY 4029	02024000170001C	Fee (CSX) 309 ft./Easement (Landowner) 837 ft
87	18488	Unknown Owner	6302 (See Exhibit C page 5) (See Exhibit B page 1, 4)	02027000100001C	Fee (CSX)
88	18490	NOBLE C FRY	12164 N CO RD 50 W, ROACHDALE, IN 4617; (See Exhibit C page 6)	02033000110001C	Fee (CSX) 232 ft./Easement (Landowner) 1068 ft
89	18491	NOBLE C FRY	12164 N CO RD 50 W, ROACHDALE, IN 4617; (See Exhibit C page 6)	02033000110001C	Fee (CSX) 232 ft./Easement (Landowner) 1068 ft
90	18492	HUBERT S BLAYDES, JR	244 Mill Spring, Consville, IN 4612	02033000120001C	Fee (CSX)
91	18493	HUBERT S BLAYDES, JR	244 Mill Spring, Consville, IN 4612	02033000120001C	Fee (CSX)
92	18498	HAZEL BLAYDES	229 W. Maple Dr., Lebanon, IN 4605;	02034000140001C	Easement (Landowner)
93	18498	RICHARD MCHARGUE; KAREN MCHARGUE	13179 N CO RD 75 E, ROACHDALE, IN 4617;	02034000140001C	Easement (Landowner)
94	18494	RICHARD MCHARGUE; KAREN MCHARGUE	13179 N CO RD 75 E, ROACHDALE, IN 4617; (See Exhibit C page 7)	02034000160001C	Easement (Landowner)
95	18498	RICHARD MCHARGUE; KAREN MCHARGUE	13179 N CO RD 75 E, ROACHDALE, IN 4617; (See Exhibit C page 7)	02034000160001C	Easement (Landowner)
96	18442	ROXIE ROHN	626 SUGARTREE RD, CRAWFORDSVILLE, IN 4793	02034000170001C	Fee (CSX) 770 ft./Easement (Landowner) 438 ft
97	18497	MELVIN L BURNS; JO ELLA BURN	13452 N CO RD 50 W, ROACHDALE, IN 4617;	02035000080001C	Easement (Landowner)
98	18498	RICHARD W BOALS, II, KIMBERLY B BOAL	779 W SR 236, ROACHDALE, IN 4617;	02043000120001C	Fee (CSX)
99	18499	JOHN COPNER; GERTRAUDE COPNER	913 W ST RD 236, ROACHDALE, IN 4617;	02043000120001C	Easement (Landowner)
100	18501	MATTHEW R BROWN; LISA A BROWN	1123 N CO RD 100 E, ROACHDALE, IN 4617;	02043000120001C	Fee (CSX)
101	18500	JOHN W STORM; BONNIE M STORM	13599 CO RD 50 W, ROACHDALE, IN 4617;	02044000130001C	Fee (CSX)
102	18502	HERBERT F FISCHER; BONNIE F FISCHER	13660 N CO RD 825 B, LADOGA, IN 4795;	02044000130001C	Fee (CSX)
103	18503	JOE H HAMPTON; MARY B HAMPTON	2939 Skyline Drive, Indianapolis, IN 4624	02044000180001C	Easement (Landowner)
104	18506	MELVIN L BURNS; JO ELLA BURN	13452 N CO RD 50 W, ROACHDALE, IN 4617;	02047000130001C	Fee (CSX)
105	18516	JIMMY I REED; LINDA S REEL	RR 2, LADOGA, IN 4795;	02047000130001C	Fee (CSX)
106	18517	TOWN OF BAINBRIDGE	CLERKS OFFICE, BAINBRIDGE, IN 4610	02053000150001C	Fee (CSX)
107	18534	BOB HODGEN; MARJORIE ANN HODGEN	PO BOX 293, DARLINGTON, IN 4794	02053000150001C	Easement (Landowner)
108	18533	GERALD SMITH; PATRICIA SMITH	1709 W ST RD 236, ROACHDALE, IN 4617;	02053000220001C	Easement (Landowner)
109	18538	MELVIN L BURNS; JO ELLA BURN	13452 N CO RD 50 W, ROACHDALE, IN 4617;	02053000230001C	Fee (CSX)
110	18537	ELMER J PHELPS; BARBARA L PHELPI	RR 2 BOX 251, LADOGA, IN 4795;	02054000160001C	Easement (Landowner)
111	18539	MELVIN L BURNS; JO ELLA BURN	13452 N CO RD 50 W, ROACHDALE, IN 4617;	02054000160001C	Fee (CSX)
112	18540	MELVIN L BURNS; JO ELLA BURN	13452 N CO RD 50 W, ROACHDALE, IN 4617;	02054000160001C	Easement (Landowner)
113	18541	JAMES M HOLLAND	1221 W ST RD 236, ROACHDALE, IN 4617;	02054000180001C	Fee (CSX)
114	18377	DANIEL C RUHLIG; PATRICIA A RUHLIK	3187 S CO RD 500 E, GREENCASTLE, IN 4613;	02054000210001C	Fee (CSX)
115	18380	DIANNA L HANSEN	102 Indiana Ave., Russellville, IN 4617	02063020270001C	Easement (Landowner)

George N. Clark, et al. vs. CSX Transportation, Inc. Class Action Settlement
 Hamilton Superior Court
 Cause No. 29D03-9308-CP-404

Putnam County CSX Abandoned Railroad Corridors

Primary Sort: Tax Parcel Number

No.	Parcel ID	Name (Adjoining Landowner)	Tax Record Address (Adjoining Property)	Tax Parcel No.	Interest Status (Holder of Superior Title)
116	1838	DIANNA L. HANSEN	P. O. Box 91, Russellville, IN 46175-009	02063020270001C	Basement (Landowner)
117	1838	DIANNA L. HANSEN	P. O. Box 91, Russellville, IN 46175-009	02063020270001C	Basement (Landowner)
118	1838	RICHARD ROBBINS; BARBARA ROBBINI	2190 W. CR. 1340 N., ROACHDALE, IN 46175	02063020270001C	Basement (Landowner)
119	1839	BOB HODGEN; MARJORIE ANN HODGEN	PO BOX 295, DARLINGTON, IN 47941	02064000110001C	Basement (Landowner)
120	1839	BOB HODGEN; MARJORIE ANN HODGEN	PO BOX 295, DARLINGTON, IN 47941	02064000110001C	Basement (Landowner)
121	1839	Unknown Owner	(See Exhibit B page 2 #2)	02064000110001C	Basement (Landowner)
122	1839	Unknown Owner	(See Exhibit B page 2 #2)	02067000090001C	Basement (Landowner)
123	1839	HERITAGE ENVIRONMENTAL S	P O BOX 68123, INDIANAPOLIS, IN 46261	02067000090001C	Basement (Landowner)
124	1837	DOUG BRIGGS	P O BOX 172, NORTH SALEM, IN 46167	03013000180001C	Basement (Landowner)
125	1837	DOUG BRIGGS	P O BOX 172, NORTH SALEM, IN 46167	03013000180001C	Basement (Landowner)
126	1837	FORD A FRANKLIN & ANNIS & ETAL	1379 W CO RD 1200 N, ROACHDALE, IN 46175	03013000240001C	Basement (Landowner)
127	1837	RAYMOND C BENNETT	13346 N US HWY 231, ROACHDALE, IN 46175	03014000200001C	Basement (Landowner)
128	1836	BOB HODGEN; MARJORIE ANN HODGEN	P O BOX 295, DARLINGTON, IN 47941	03014000200001C	Basement (Landowner)
129	1836	BOB HODGEN; MARJORIE ANN HODGEN	P O BOX 295, DARLINGTON, IN 47941	03014000200001C	Basement (Landowner)
130	1847	HERITAGE ENVIRONMENTAL S	P O BOX 68123, INDIANAPOLIS, IN 46261	03014000200001C	Basement (Landowner)
131	1847	HERITAGE ENVIRONMENTAL S	P O BOX 68123, INDIANAPOLIS, IN 46261	03014000200001C	Basement (Landowner)
132	1847	BRONNA S NEWSOM; ROBERT D NEWSOM	6816 PEBBLE BROOK CT, BROWNSBURG, IN 46111	03023000140001C	Fee (CSX)
133	1847	HERITAGE ENVIRONMENTAL S	P O BOX 68123, INDIANAPOLIS, IN 46261	03023000140001C	Fee (CSX)
134	1847	HERITAGE ENVIRONMENTAL S	P O BOX 68123, INDIANAPOLIS, IN 46261	03024000130001C	Basement (Landowner)
135	1847	HERITAGE ENVIRONMENTAL S	P O BOX 68123, INDIANAPOLIS, IN 46261	03024000130001C	Basement (Landowner)
136	1847	TED EUGENE SHEETS; CAROLYN SUB SHEET	13247 N CO RD 425 W, ROACHDALE, IN 46175	03024000150001C	Basement (Landowner)
137	1847	TED EUGENE SHEETS; CAROLYN SUB SHEET	13247 N CO RD 425 W, ROACHDALE, IN 46175	03024000150001C	Basement (Landowner)
138	1847	CHARLES D LEONARD	1718 Creekside Drive, Carmel, IN 46031	03024000170001C	Basement (Landowner)
139	1843	GRIMES RANDALL MCLAIR	3006 LOCHLOMAN RD, HOUSTON, TX 77094	03033000110001C	Fee (CSX)
140	1843	STRASBURGER FARMS INC	5618 W CO RD 1400 N, RUSSELLVILLE, IN 46175	03033000110001C	Fee (CSX)
141	1843	CHARLES W SENTMAN	P O BOX 198, WAYLAND, IN 47981	03033000110001C	Fee (CSX)
142	1843	DURHAM ANDREW H & AMANDA & ET AL	P O BOX 254 11 E WALNUT ST, GREENCASTLE, IN 4613	03043000100001C	Basement (Landowner)
143	1843	DURHAM ANDREW H & AMANDA & ET AL	P O BOX 254 11 E WALNUT ST, GREENCASTLE, IN 4613	03043000100001C	Fee (CSX)
144	1843	WRIGHTSMAN	122 EDGELEA DR, GREENCASTLE, IN 4613	03043000110001C	Fee (CSX)
145	1842	WRIGHTSMAN	P O BOX 254 11 E WALNUT ST, GREENCASTLE, IN 4613	03043000110001C	Basement (Landowner)
146	1842	MEIFORTH INDUSTRIES INC	P O BOX 203, RUSSELLVILLE, IN 46175	03043000200001C	Basement (Landowner)
147	1842	HAROLD DALE HARPOLD; LEAH SUB HARPOLI	PO BOX 111, RUSSELLVILLE, IN 46175	03053000220001C	Basement (Landowner)
148	1842	HAROLD DALE HARPOLD; LEAH SUB HARPOLI	PO BOX 111, RUSSELLVILLE, IN 46175	03053000220001C	Basement (Landowner)

George N. Clark, et al. vs. CSX Transportation, Inc. Class Action Settlement
Hamilton Superior Court
Cause No. 29D03-9308-CP-404

Putnam County CSX Abandoned Railroad Corridors

Primary Sort: Tax Parcel Number

No.	Parcel ID	Name (Adjoining Landowner)	Tax Record Address (Adjoining Property)	Tax Parcel No.	Interest Status (Holder of Superior Title)
148	18419	MODESITT DIANA GARDNER	1370 WALTER RD, YORKTOWN HEIGHTS, NY 10591	030530002300011	Basement (Landowner)
149	18748	Unknown Owner	1370 WALTER RD, YORKTOWN HEIGHTS, NY 10591	030530002300011	Basement (Landowner)
150	18743	Unknown Owner	(See Exhibit B page 3 #4)	010530402900011	Basement (Landowner)
151	18738	DARRELL WIATT; CYNTHIA WIAT	410 S PUBLIC RD, RUSSELLVILLE, IN 4617	030530403000011	Basement (Landowner)
152	18742	DARRELL WIATT; CYNTHIA WIAT	410 S PUBLIC RD, RUSSELLVILLE, IN 4617	030530403000011	Basement (Landowner)
153	18741	RICHARD D FORDICE	11852 N CR 650 W, RUSSELLVILLE, IN 4617	030530403100011	Basement (Landowner)
154	18749	MICHAEL J BIGGS	PO BOX 18, RUSSELLVILLE, IN 4617	030530403100011	Basement (Landowner)
155	18735	RUSSELLVILLE FIBER & GRAIN INC	PO BOX 163, RUSSELLVILLE, IN 4617	030530406500011	Basement (Landowner)
156	18423	CHARLES W SENTMAN	P O BOX 188, WAVELAND, IN 47981	030540000500011	Basement (Landowner)
157	18428	CHARLES W SENTMAN	P O BOX 188, WAVELAND, IN 47981	030540000500011	Basement (Landowner)
158	18424	WRIGHTSMAN	122 EDDELEA DR, GREENCASTLE, IN 4613	030540001700011	Basement (Landowner)
159	18427	Unknown Owner	(See Exhibit B page 4 #5)	030540001800011	Basement (Landowner)
160	18707	KENNETH F GORRELL; Dianna Gorel	102 INDIANA AVE, RUSSELLVILLE, IN 46175-009	030540001800011	Basement (Landowner)
161	18689	ROBERT MAX SWITZER	8037 W CO RD 1325 N, RUSSELLVILLE, IN 4617	030640000900011	Basement (Landowner)
162	18683	ROBERT MAX SWITZER	8037 W CO RD 1325 N, RUSSELLVILLE, IN 4617	030640000900011	Basement (Landowner)
163	18687	FRED L LEGRAND; MARION F LEGRANI	13064 N CO RD 800 W, RUSSELLVILLE, IN 4617	030640001100011	Basement (Landowner)
164	18688	PHILIP T CARRINGTON; DORIS M CARRINGTON	12210 N CO RD 723 W, RUSSELLVILLE, IN 4617	030640001200011	Basement (Landowner)
165	18686	PHILIP T CARRINGTON; DORIS M CARRINGTON	12210 N CO RD 723 W, RUSSELLVILLE, IN 4617	030640001300011	Basement (Landowner)
166	18690	CHARLES W SENTMAN	P O BOX 188, WAVELAND, IN 47981	030670000700011	Basement (Landowner)
167	18592	PHILIP T CARRINGTON; DORIS M CARRINGTON	12210 N CO RD 723 W, RUSSELLVILLE, IN 4617	030710000400011	Basement (Landowner)
168	18594	CARROL RICHARD GRAHAM	RR 1 BOX 201, WAVELAND, IN 47981	030720000100011	Fee (CSX)
169	18591	CARROL RICHARD GRAHAM	RR 1 BOX 201, WAVELAND, IN 47981	030720000200011	Fee (CSX)
170	18593	MARY Z JORDAN	8591 W ST RD 236, ROCKVILLE, IN 4787	030720000500011	Fee (CSX)
171	18397	ARTHUR C CASH; IMOGENE CASH	12004 S US HWY 231, CLOVERDALE, IN 46121	150540002500061	Basement (Landowner)
172	18405	NANCY HUFFMAN	#10 U Drive, CLOVERDALE, IN 46121	150610302700061	Basement (Landowner)
173	18407	NANCY C HUFFMAN	#10 U Drive, CLOVERDALE, IN 46121	150610302700061	Basement (Landowner)
174	18406	HUFFMAN NANCY C	#10 U DR, CLOVERDALE, IN 46121	150610302700061	Basement (Landowner)
175	18454B	AND K AUTOMOTIVE INC	P.O. Box 536, Cloverdale, IN 46121	150620303100061	Basement (Landowner)
176	18459	RAILROAD	500 WALTER STREET, JACKSONVILLE, FL 3220	151640001100061	Basement (Landowner)
177	18603	Unknown Owner	(See Exhibit B page 5 #6)	151640001100061	Fee (CSX)

**George N. Clark, et al. vs. CSX Transportation, Inc. Class Action Settlement
Properties Missing Ownership Information
Putnam County, Indiana**

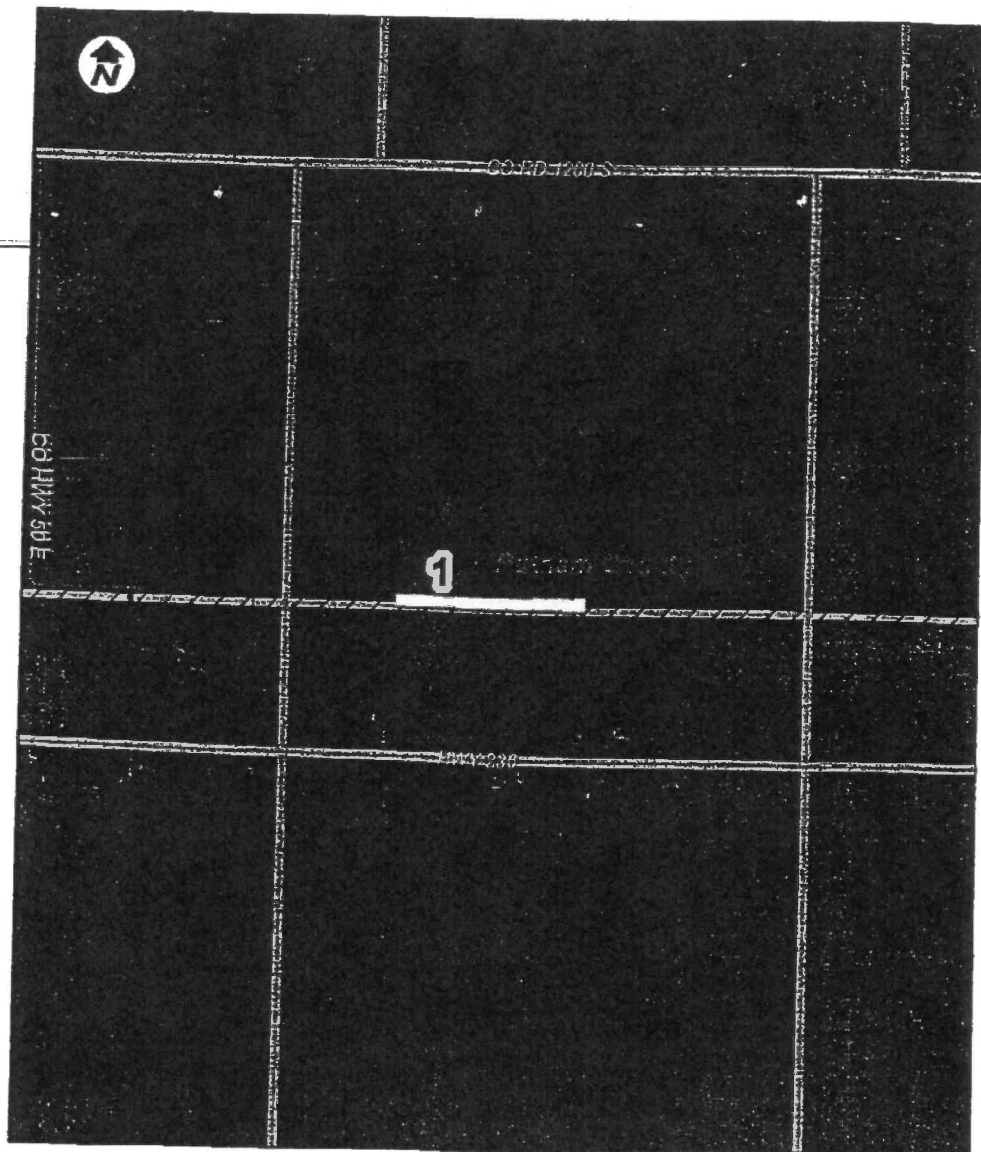
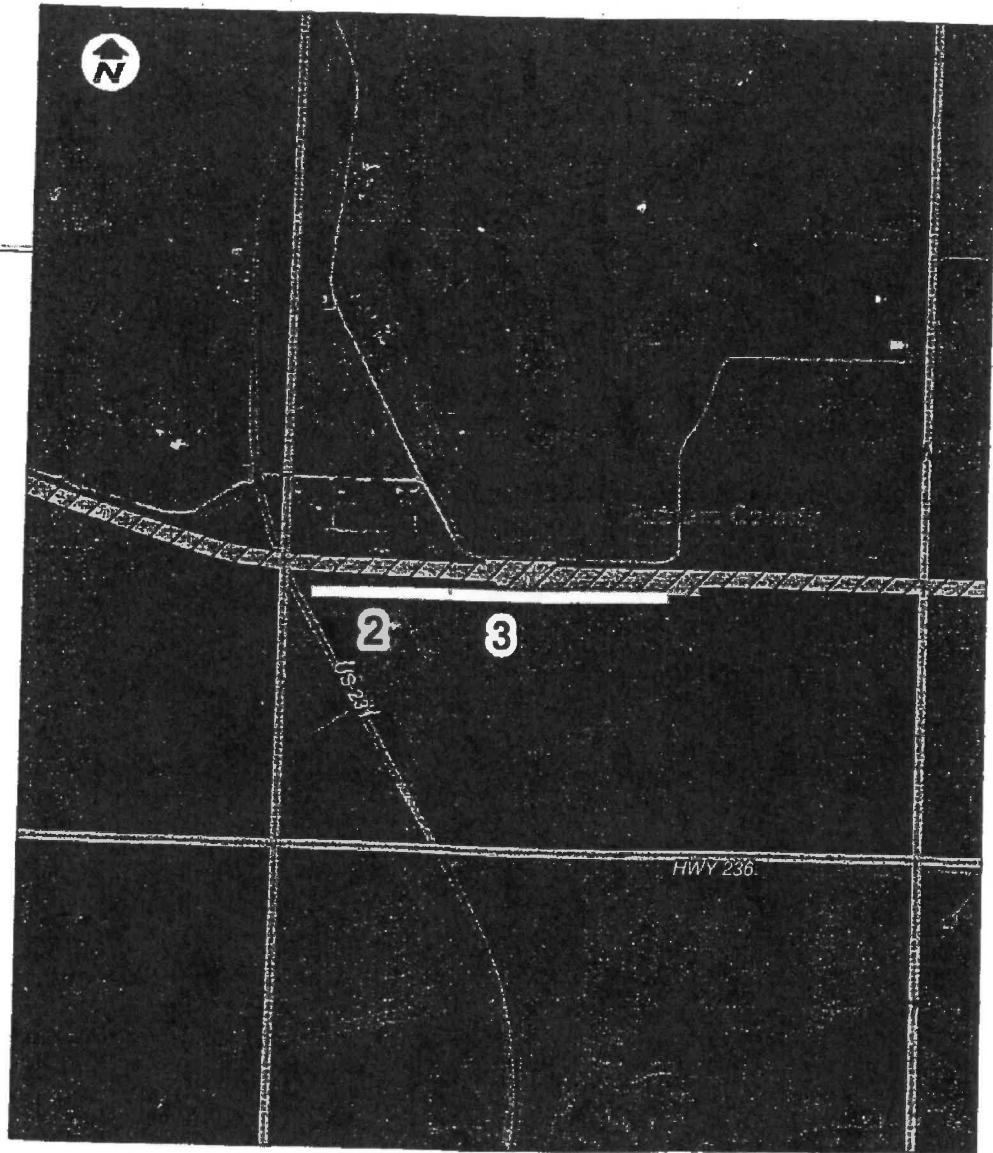


Exhibit "B"

LEGEND

- Properties Missing Ownership Information
- Corridor

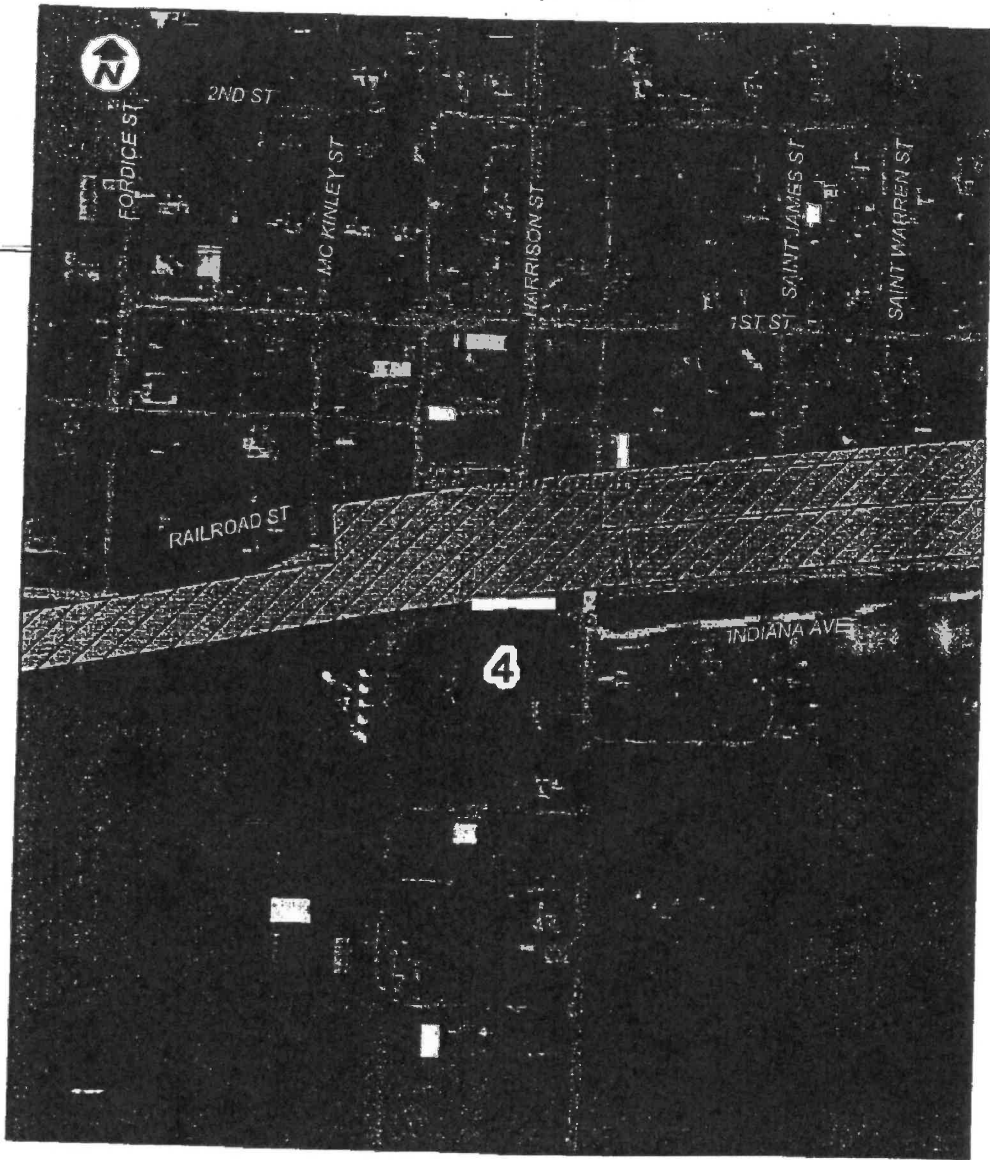
**George N. Clark, et al. vs. CSX Transportation, Inc. Class Action Settlement
Properties Missing Ownership Information
Putnam County, Indiana**



LEGEND

- Properties Missing Ownership Information
-  Corridor

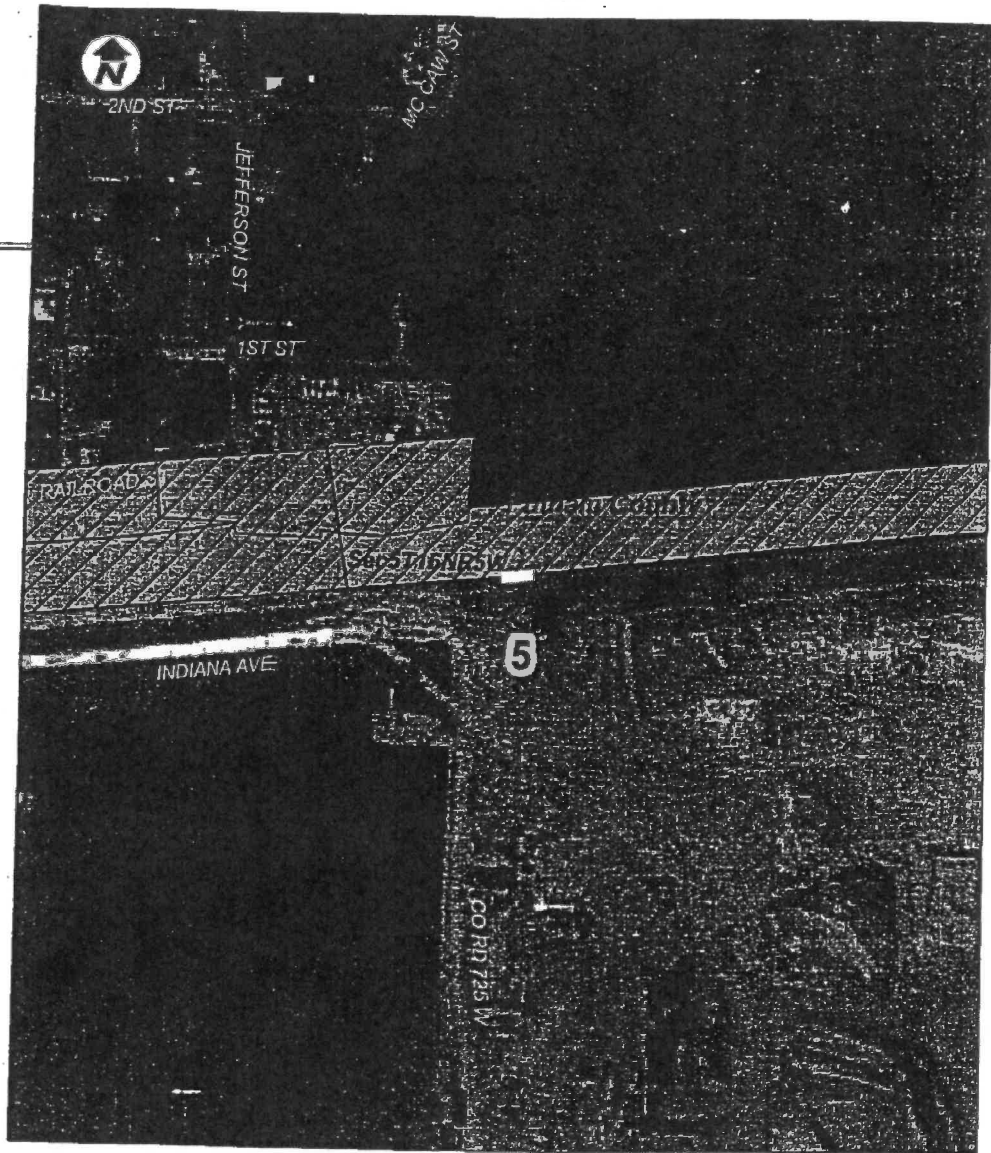
**George N. Clark, et al. vs. CSX Transportation, Inc. Class Action Settlement
Properties Missing Ownership Information
Putnam County, Indiana**



LEGEND

- Properties Missing Ownership Information
- Corridor

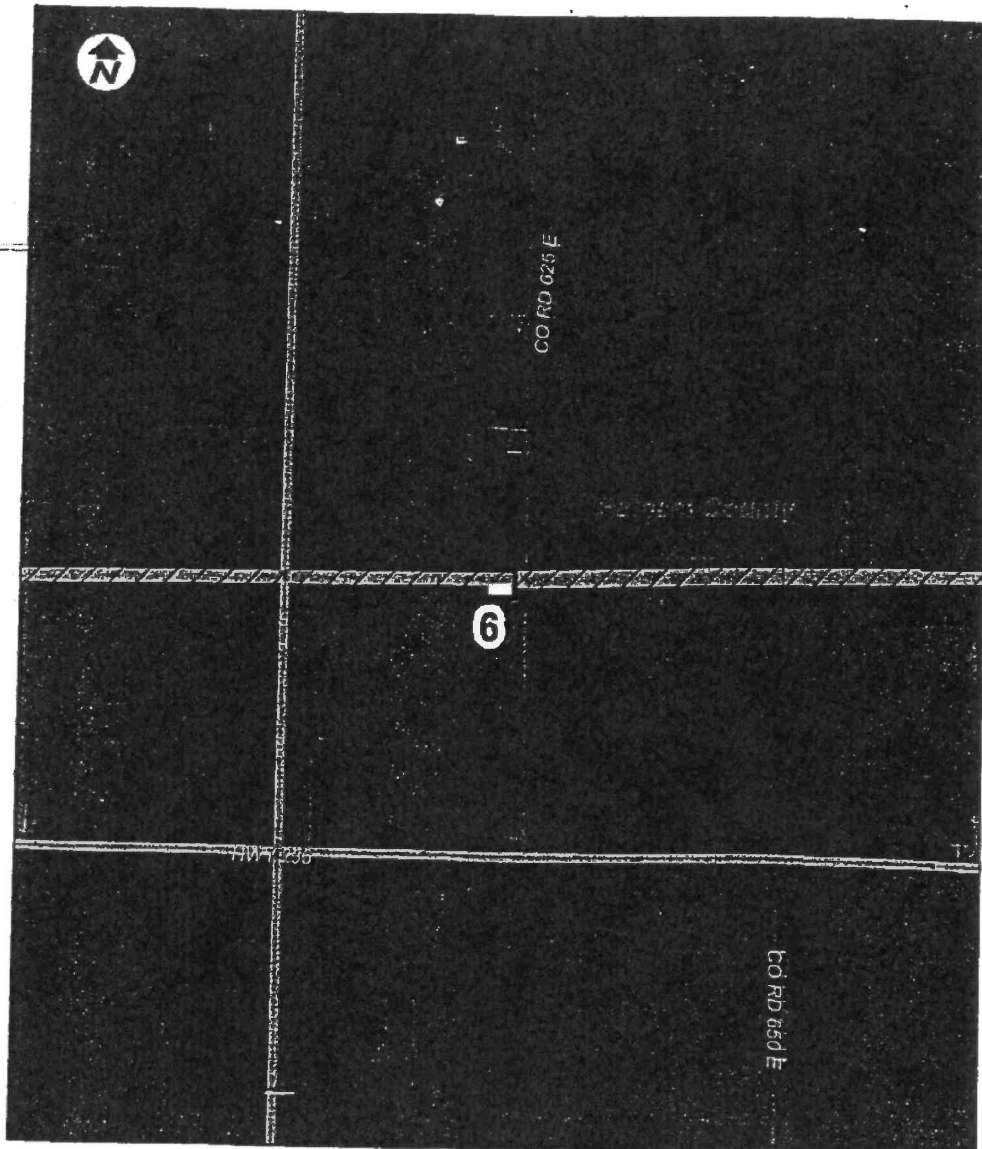
George N. Clark, et al. vs. CSX Transportation, Inc. Class Action Settlement
Properties Missing Ownership Information
Putnam County, Indiana



LEGEND

- Properties Missing Ownership Information
- Corridor

George N. Clark, et al. vs. CSX Transportation, Inc. Class Action Settlement
Properties Missing Ownership Information
Putnam County, Indiana



LEGEND

- Properties Missing Ownership Information
- Corridor

**George N. Clark, et al. vs. CSX Transportation, Inc. Class Action Settlement
Properties with Fee and Easement Interest Status
Putnam County, Indiana**

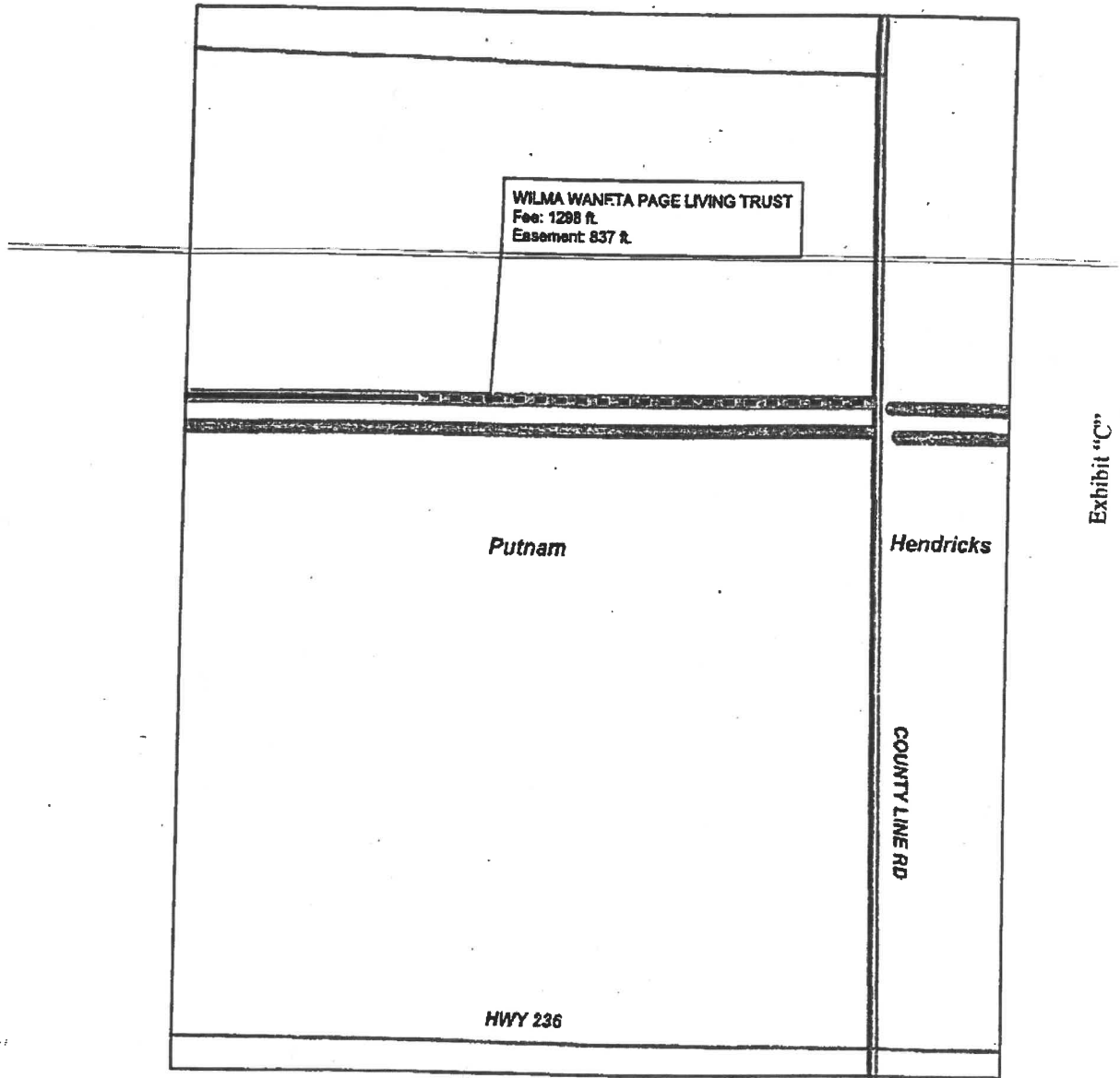
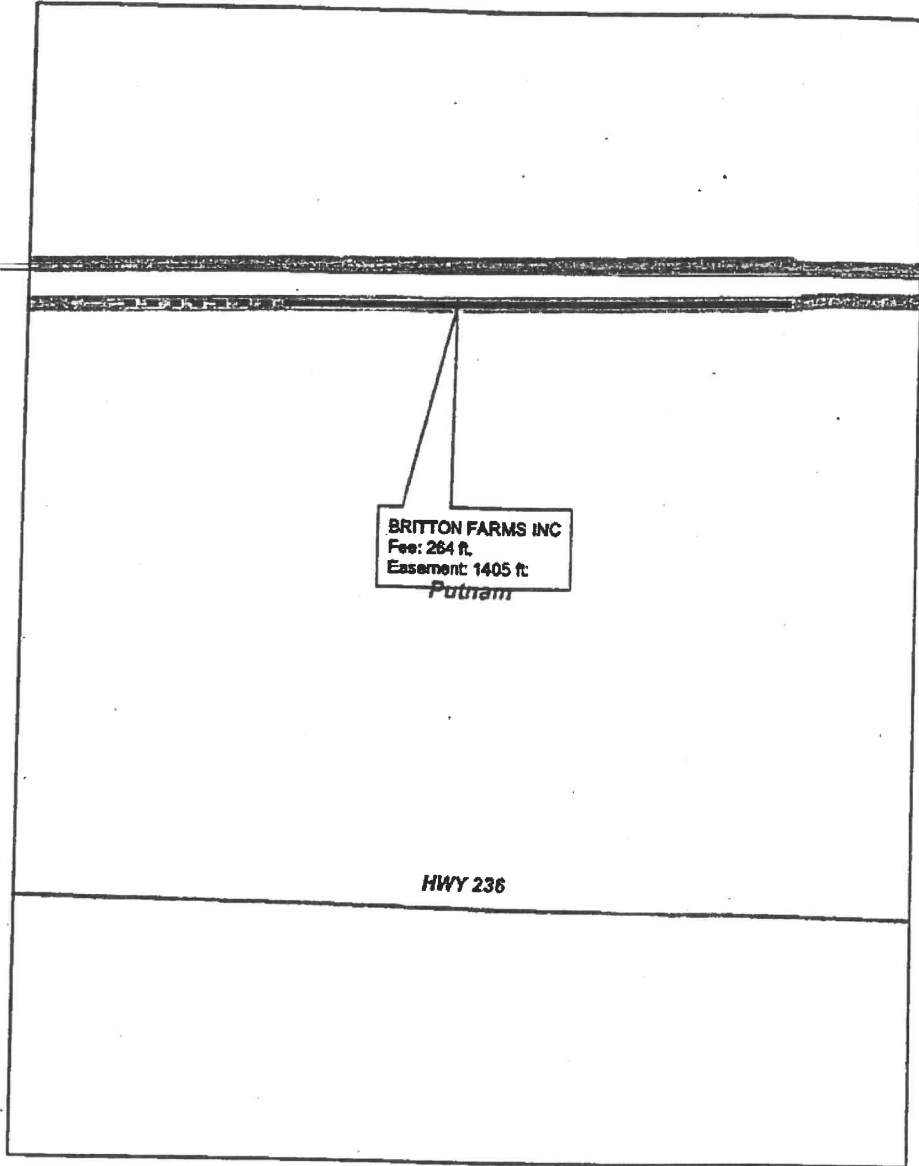


Exhibit "C"




LEGEND

-  Corridor
-  Easement
-  Fee

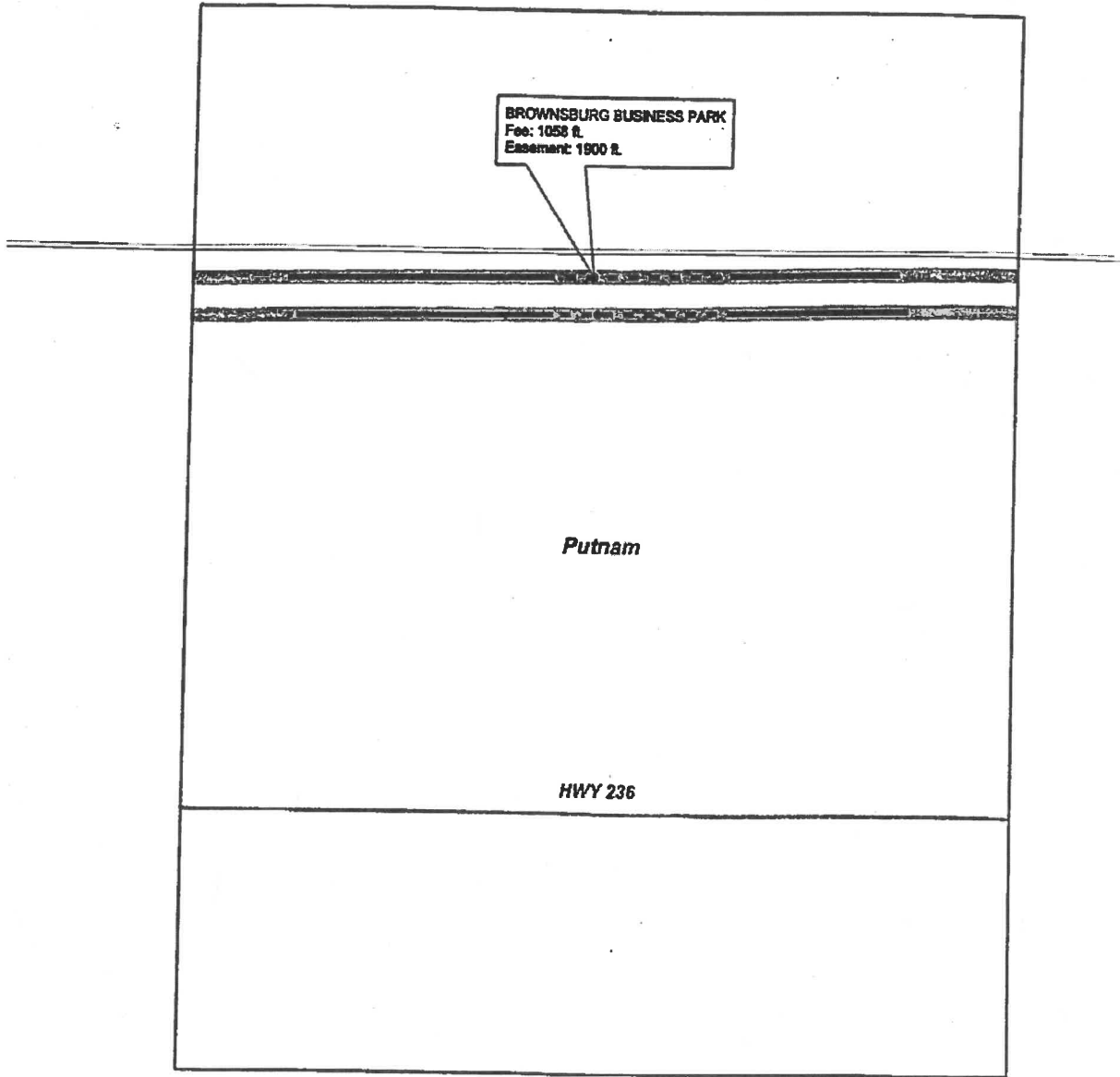
**George N. Clark, et al. vs. CSX Transportation, Inc. Class Action Settlement
Properties with Fee and Easement Interest Status
Putnam County, Indiana**



LEGEND

-  Corridor
-  Easement
-  Fee

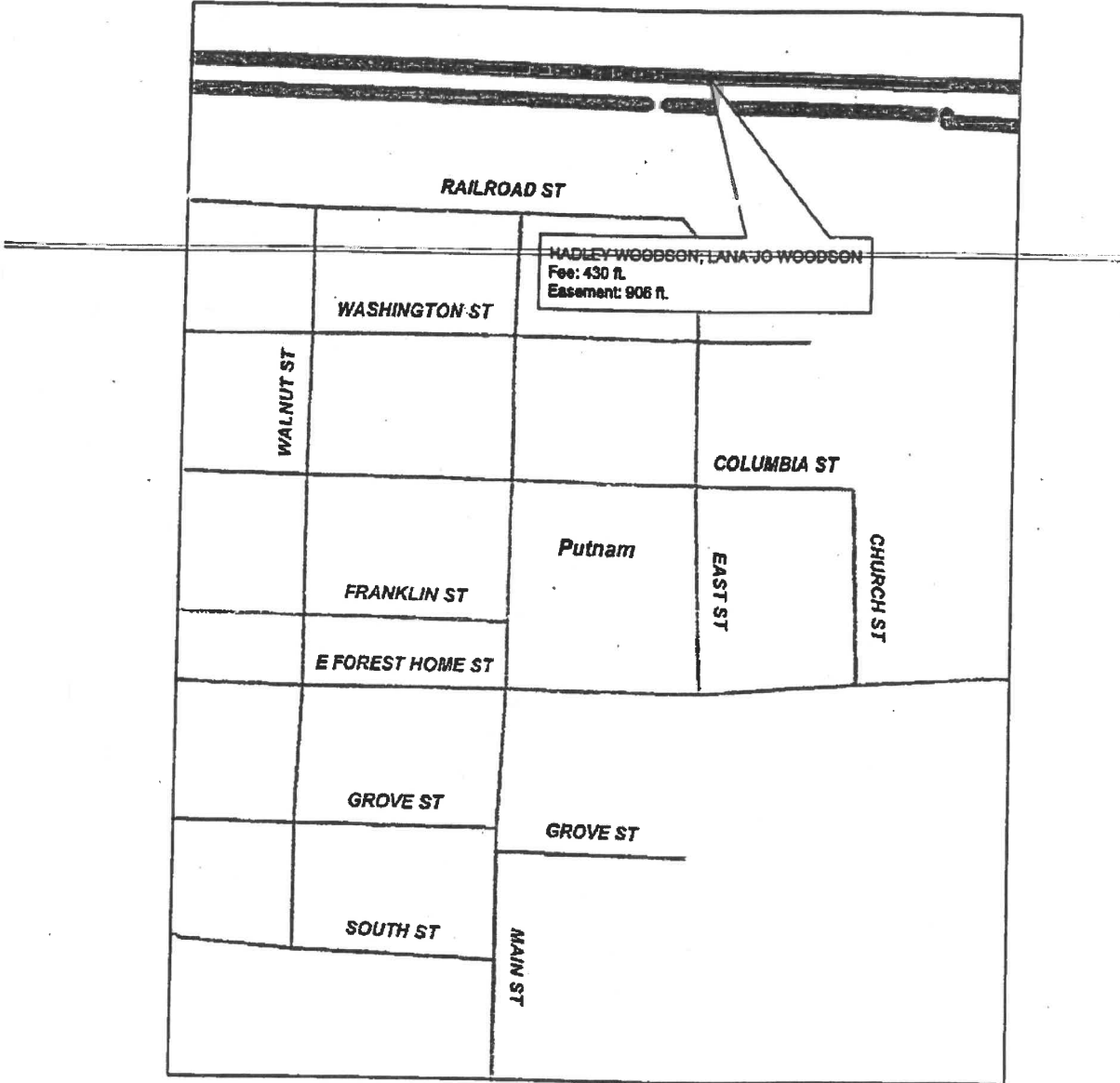
**George N. Clark, et al. vs. CSX Transportation, Inc. Class Action Settlement
Properties with Fee and Easement Interest Status
Putnam County, Indiana**



LEGEND

-  Corridor
-  Easement
-  Fee

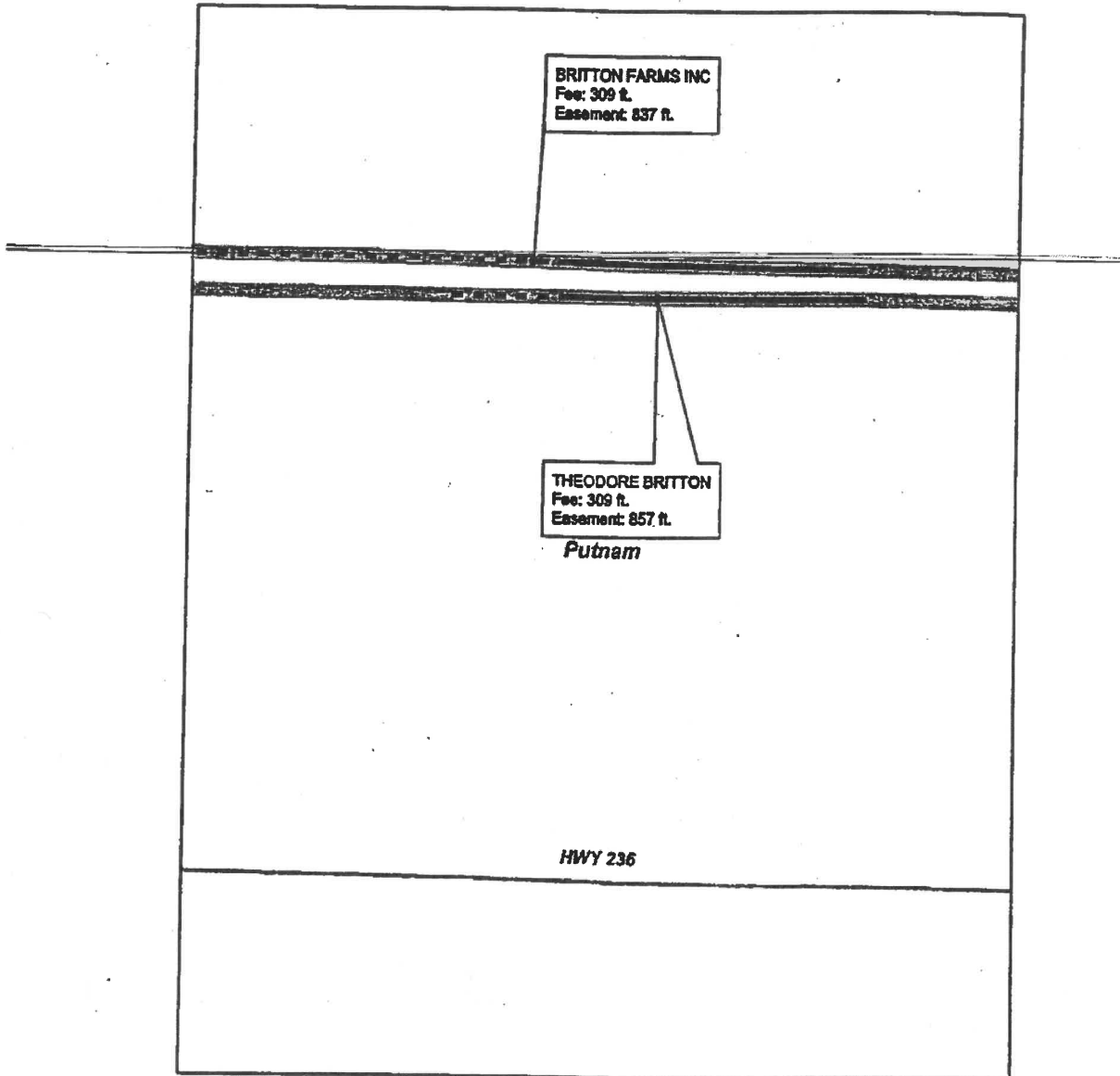
**George N. Clark, et al. vs. CSX Transportation, Inc. Class Action Settlement
 Properties with Fee and Easement Interest Status
 Putnam County, Indiana**






LEGEND

-  Corridor
-  Easement
-  Fee

George N. Clark, et al. vs. CSX Transportation, Inc. Class Action Settlement
Properties with Fee and Easement Interest Status
Putnam County, Indiana

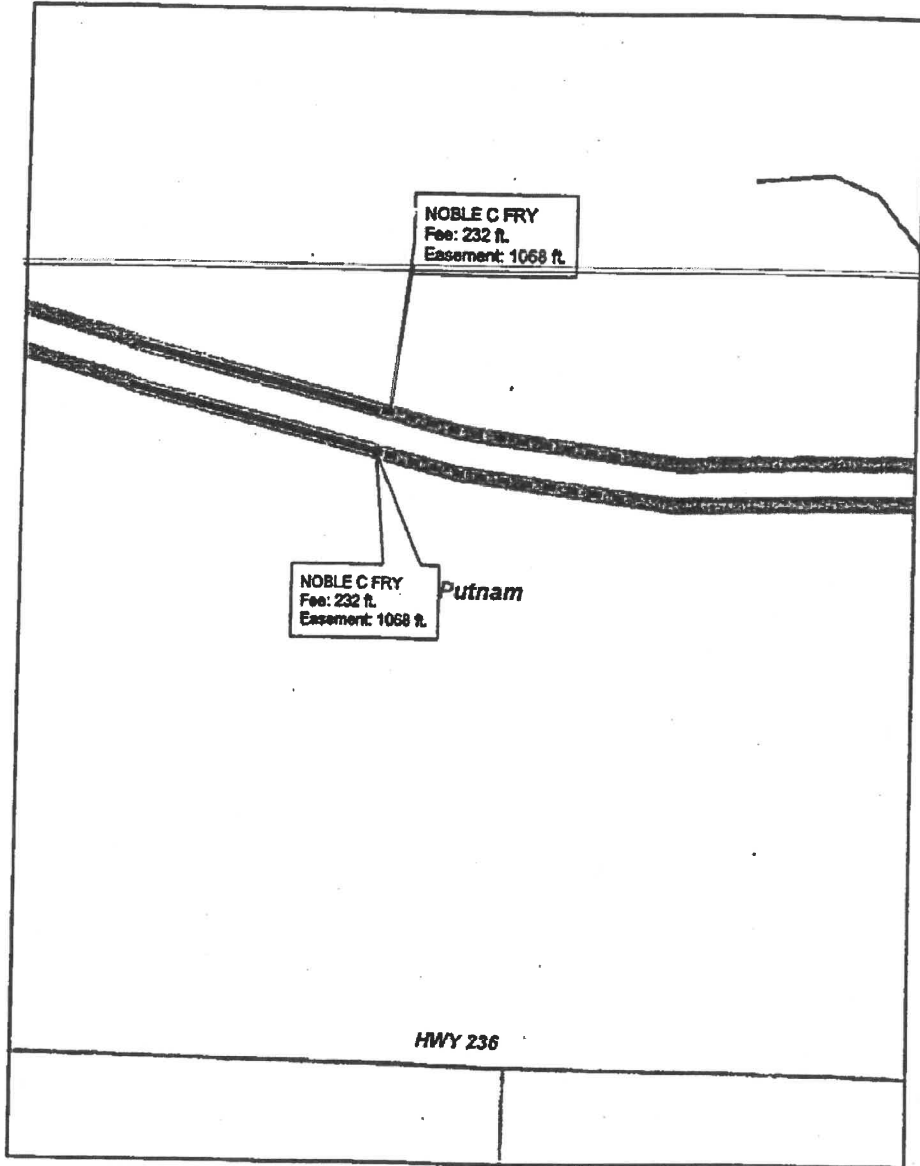


LEGEND




-  Corridor
-  Easement
-  Fee

George N. Clark, et al. vs. CSX Transportation, Inc. Class Action Settlement
Properties with Fee and Easement Interest Status
Putnam County, Indiana

Marty Watts
Putnam County Recorder IN
IN 2004000865 CIO
02/05/2004 10:55:29 23 P65
Filing Fee: \$0.00



LEGEND

-  Corridor
-  Easement
-  Fee