

*Cover page for:*

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

*Preliminary title insurance schedules prepared by:*

**L. Fay Hedden Abstract Office, Inc.**

**(File Number: File Number: 2025-110)**

**Note:** For purposes of bidding at the auction, and for purposes of the purchase documents, the auction tracts are identified by the tract numbers shown in the auction brochure and Exhibit A in the Bidder Packets. In the tables below, the Auction Tract Numbers are correlated to the tract numbers and letters used in the preliminary title insurance schedules (“Title Tract Numbers”).

<b>Auction Tract Numbers:</b>	<b>Title Tract Numbers:</b>
1 - 3	Farm A
4	Farm B, Tr. IV, V, VI & pt. Tr. II
5	Farm B, Tr. III & pt. Tr. II
6	Farm B, Tr. I & pt. Tr. II
7	Farm C, pts. Tr. I & II
8	Farm C, Tr. II
9	Farm C, pts. Tr. I & II
10	Farm D, Tr. I
11	Farm D, Tr. II
12	Farm D, Tr. III & IV
13	Farm E, Tr. I & II

<b>Title Tract Numbers:</b>	<b>Auction Tract Numbers:</b>
Farm A	1 - 3
Farm B, Tr. I	Pt. 6
Farm B, Tr. II	Pts. 4, 5 & 6
Farm B, Tr. III	Pt. 5
Farm B, Tr. IV, V & VI	Pt. 4
Farm C, Tr. I	Pt. 7 & sm. pt. 9
Farm C, Tr. II	8, pt. 9 & sm. pt. 7
Farm D, Tr. I	10
Farm D, Tr. II	11
Farm D, Tr. III & IV	12
Farm E, Tr. I & II	13

*For October 21, 2025 auction to be conducted by:*

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

*On behalf of:*

**Estate of Marjorie Tolan**



**Transaction Identification Data for which the Company assumes no liability as set forth in Commitment Condition 5 (e):**

**Issuing Agent / Office:** L. Fay Hedden Abstract Office, Inc. ( IN License #2449150 / FATIC Agent #1001282 )  
214 N. 7<sup>th</sup> St., Vincennes, Indiana 47591  
PH (812) 882-5273 FX (812) 882-9886  
unclefay@heddenabstract.com

**ALTA® Registry ID #0005154**

**Loan ID No.**

**Commitment / Issuing Office File No.** 2025-110

**Property Address:** FARM GROUND, KNOX COUNTY, INDIANA

**Commitment Revision Number:**

**Schedule A**

**1.) Commitment Date:** JULY 17, 2025 **Time:** 8:00 AM  
UPDATED TO: SEPTEMBER 5, 2025 **Time:** 10:31 AM

**2.) Policy to be issued:**

(a)  X  **ALTA OWNER'S POLICY** **Proposed Amount of Insurance** \$ TBD  
**Proposed Insured:** TO BE DETERMINED  
**The estate or interest to be insured:** Fee Simple

(b)  X  **ALTA LOAN POLICY** **Proposed Amount of Insurance** \$ TBD  
**Proposed Insured:** TO BE DETERMINED  
AND EACH SUCCESSOR AND/OR ASSIGN THAT IS DEFINED  
AS AN INSURED IN THE CONDITIONS OF THE POLICY  
**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:**

ASHLEY BECHER, AS PERSONAL REPRESENTATIVE OF THE UNSUPERVISED ESTATE OF MARJORIE L. TOLAN, DECEASED, UNDER CAUSE #42C01-2308-EU0000038 OF THE CIRCUIT COURT OF KNOX COUNTY, INDIANA

**CHAIN OF TITLE – for informational purposes only**

By virtue of a certain Trustee’s Deed recorded on May 20, 2022 as Instrument #2022R02391 & #2022R02392 in the Office of the Recorder of Knox County, Indiana.

**5.) The Land is described as follows:**

SEE ATTACHED EXHIBIT ‘A’ FOR LEGAL DESCRIPTION OF SUBJECT PROPERTY

**FIRST AMERICAN TITLE INSURANCE COMPANY**

BY:  S. Rene’ Vermillion, President, ( IN License #1167370 )  
Authorized Signatory

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

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## Schedule A (Continued)

### EXHIBIT 'A'

**\*\*AUCTION FARM-A Parcel# 42-04-32-400-002.000-001 / Parcel# 42-04-32-100-004.000-001**

Part of Surveys Four (4) and Five (5), Township Five (5) North, Range Nine (9) West, Second Principal Meridian, located in Busseron Township, Knox County, Indiana, being that 109.08 acres tract shown as Tract-3 on an Original Survey certified by Douglas E. Eck, PS No. LS29300011 on 28 January, 2025, Eck-Vermillion, Inc. drawing number 25002OS; and being more particularly described as follows: Beginning at a 5/8" diameter iron pin with cap stamped "JOHNSON 20000002" at the east corner of Survey 4; thence along the northeast line of Surveys 4 and 5, (assumed basis of bearings), North 38 degrees 45 minutes 00 seconds West – 2493.15 feet; thence South 50 degrees 32 minutes 20 seconds West – 2666.12 feet to a 8" diameter wood corner post, (witness a 5/8" diameter iron pin with cap stamped "ECK LS29300011", hereinafter referred to as "an iron pin with cap", located at a distance of 25.00 feet along this course); thence South 38 degrees 45 minutes 33 seconds East – 2493.11 feet to a 5/8" diameter iron pin with cap stamped "JOHNSON 20000002" on the southeast line of Survey 4; thence along said southeast line, North 50 degrees 24 minutes 03 seconds East – 725.16 feet; thence North 32 degrees 36 minutes 54 seconds West – 1667.45 feet, (witness an iron pin with cap located at a distance of 31.92 feet along this course); thence North 50 degrees 24 minutes 03 seconds East – 429.41 feet to an iron pin with cap; thence North 22 degrees 58 minutes 09 seconds East – 242.08 feet to an iron pin with cap; thence North 48 degrees 55 minutes 41 seconds East – 478.93 feet to an iron pin with cap; thence North 86 degrees 19 minutes 43 seconds East – 159.75 feet to an iron pin with cap; thence South 50 degrees 07 minutes 34 seconds East – 441.10 feet to an iron pin with cap; thence South 41 degrees 56 minutes 08 seconds West – 440.03 feet to an iron pin with cap; thence South 38 degrees 10 minutes 00 seconds East – 1187.81 feet, (witness an iron pin with cap located at a distance of 1164.18 feet along this course), to the southeast line of Survey 4; thence along said southeast line, North 50 degrees 46 minutes 45 seconds East – 869.75 feet to the point of beginning, containing 109.08 acres, more or less.

Situated in Busseron Township, Knox County, Indiana.

More commonly known as farm ground located on N. Chattin Rd., Oaktown, IN 47561

**\*\*AUCTION FARM-B Tract I Parcel #42-04-09-400-001.000-001**

The East half of the Southeast Quarter of the Southeast Quarter of Section Nine (9), Township Five (5) North, Range Nine (9) West, containing Twenty (20) acres.

**EXCEPTING THEREFROM** the following, to-wit: Part of the Southeast Quarter of the Southeast Quarter of Section Nine (9), Township Five (5) North, Range Nine (9) West, bounded as follows: Beginning Thirty (30) links West of the Northeast corner of said tract; thence South on line between Sections Nine (9) and Ten (10) said Township and Range, Three (3) chains and Fifty-three (53) links to a stone; thence West Ten (10) chains and Eighteen (18) links to a stone; thence North Three (3) chains and Fifty-three (53) links to a stake; thence East Ten (10) chains and Eighteen (18) links to the place of beginning, containing Three and Fifty-Nine hundredths (3-59/100) acres, more or less

**FURTHER EXCEPTING THEREFROM**, Part of the East Half of the Southeast Quarter of the Southeast Quarter of Section 9, Township 5 North, Range 9 West, Second Principal Meridian, located in Busseron Township, Knox County, Indiana; being more particularly described as follows: Commencing at the Southwest corner of the East half of the Southeast quarter of the Southeast quarter of Section 9; thence along the West line of said East half, (assumed basis of bearings), North 0 degrees 00 minutes 00 seconds East-361.50 feet, (witness a 14" diameter wood corner post located at a distance of 12.84 feet along this course), to the point of beginning; thence continuing along said West line, North 0 degrees 00 minutes 00 seconds East- 268.07 feet to a 5/8" diameter iron pin with plastic cap stamped "ECK LS 29300011", (hereinafter referred to as "an iron pin with cap"); thence North 89 degrees 48 minutes 14 seconds East- 190.44 feet to an iron pin with cap; thence South 0 degrees 00 minutes 00 seconds East- 268.07 feet to an iron pin with cap; thence South 89 degrees 48 minutes 14" seconds West- 190.44 feet to the point of beginning; containing 1.172 acres, more or less

**FURTHER EXCEPTING THEREFROM**, Part of the East Half of the Southeast Quarter of the Southeast Quarter of Section 9, Township 5 North, Range 9 West, Second Principal Meridian, located in Busseron Township, Knox County, Indiana; being more particularly described as follows: Beginning at the southwest corner of the east half of the southeast quarter of the southeast quarter of Section 9; thence along the west line of said east half, (assumed basis of bearings), North 0 degrees 00 minutes 00 seconds East - 361.50 feet, (witness a 14" diameter wood corner post located at a distance of 12.84 feet along this course); thence North 89 degrees 48 minutes 14 seconds East - 190.44 feet to a 5/8" diameter iron pin with plastic cap stamped "ECK LS 29300011", (hereinafter referred to as "an iron pin with cap"); thence South 9 degrees 23 minutes 09 seconds East - 366.20 feet, (witness an iron pin with cap located at a distance of 348.16 feet along this course), to the south line of Section 9; thence along said south line, South 89 degrees 48 minutes 14 seconds West - 250.16 feet to the point of beginning, containing 1.828 acres, more or less

Leaving herein containing after said exceptions 13.41 acres, more or less.

Situated in Busseron Township, Knox County, Indiana.

More commonly known as farm ground located on E. Freelandville Rd., Oaktown, IN 47561

**\*\*AUCTION FARM B Tract II Parcel # 42-04-10-300-002.000-001 / Parcel # 42-04-10-300-003.000-021**

The Southwest Quarter of the Southwest Quarter in Section Ten (10), Township Five (5) North, Range Nine (9) West, containing Forty (40) acres, more or less.

Situated in Busseron and Widner Townships, Knox County, Indiana

More commonly known as farm ground located on N. Freelandville Rd. & N. Newell Rd., Oaktown, IN 47591

**\*\*AUCTION FARM-B TRACT III Parcel # 42-04-10-300-001.000-001**

Part of the Northwest Quarter of the Southwest Quarter in Section Ten (10), Township Five (5) North, Range Nine (9) West, bounded as follows: Beginning at the Southwest corner of said Northwest Quarter of the Southwest Quarter; thence North Nine and Fifty-seven hundredths (9-57/100) chains to the center of the Watts Bond Ditch; thence down said ditch South Twenty-six (26) degrees East Ten and Sixty hundredths (10-60/100) chains to the South line of the said Northwest Quarter of the Southwest Quarter; thence West Four and Sixty-six hundredths (4-66.100) chains to the place of beginning, containing Two and Twenty hundredths (2-20/100) acres, more or less.

Situated in Busseron Township, Knox County, Indiana.

More commonly known as farm ground located on E. Freelandville Rd., Oaktown, IN 47561

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**Schedule A (Continued)**  
**EXHIBIT 'A'**

**\*\*AUCTION FARM B TRACT IV Parcel # 42-04-09-100-003.000-021**

The East half of the Northeast Quarter of Section Nine (9), Township Five (5) North, Range Nine (9) West, containing Eighty (80) acres, more or less.

**ALSO**, Part of the Northeast Quarter of the Southeast Quarter of Section Nine (9), Township Five (5) North, Range Nine (9) West, bounded as follows: Beginning at a stone and the Northeast corner of said tract; thence South Twenty (20) chains and Eighty-three (83) links to a post; thence West Thirty (30) links to a stake; thence North Nine (9) chains and Ninety-one (91) links to a stake; thence North Twenty-eight (28) degrees Twenty (20) minutes West one (1) chain and Sixty (60) links to a stake; thence North Sixty-one (61) degrees and Forty (40) minutes East, Sixty-five (65) links to the center line of the Marsh Creek Ditch; thence North Twenty-six (26) degrees Forty-eight (48) minutes West along said center line, Twelve (12) chains and Twenty-one (21) links to the East and West Quarter Section line of said Section; thence East Five (5) chains and Sixty-six (66) links to the place of beginning, containing Three and Fifty-nine hundredths (3-59/100) acres.

**EXCEPTING THEREFROM** the following, to-wit: Beginning at a stone at the Southwest corner of said tract of land; thence East Fourteen and Fifty-eight hundredths (14-58/100) chains to a stone on the bank of said Marsh Creek Ditch; thence North Twenty-seven (27) degrees West, along the west bank of said Marsh Creek Thirty-two and fifty hundredths (32-50/100) chains; thence South Twenty-nine and Forty-seven hundredths (29-47/100) chains to the place of beginning, containing Twenty-one and Fifty hundredths (21-50/100) acres, more or less.

Containing said Tracts after said exception 62.09 acres, more or less.

Situated in Widner Township, Knox County, Indiana

More commonly known as farm ground located on E. Freelandville Rd., Oaktown, IN 47561

**\*\*AUCTION FARM-B TRACT V Parcel # 42-04-10-300-007.000-021**

Part of the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section Ten (10), in Township Five (5) North, Range Nine (9) West, bounded and described as follows, to-wit: Beginning at the quarter section corner on the west side of said Section No. Ten (10); thence South with the west line of said Section No. 10, 594 feet to the Northwest corner of Clarence Blann's 12.02 acre tract; thence East with Blann's line 429 feet to a stake; thence North 594 feet to a stake on the north line of said Quarter Quarter Section; thence West 429 feet to the place of beginning, containing 5.5 acres, more or less.

**ALSO**, Part of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of said Section Ten (10), Township Five (5) North, Range Nine (9) West, bounded and described as follows, to-wit: Beginning at the Southwest corner of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of said Section; thence East 429 feet; thence North 20 feet; thence West 429 feet to a stake on the Section line; thence South 20 feet to the place of beginning, containing Twenty hundredths (0.20) of an acre, more or less.

Containing in said Tracts, 5.70 acres, more or less.

Situated in Widner Township, Knox County, Indiana

More commonly known as farm ground located on Newell Rd., Oaktown, IN 47561

**\*\*AUCTION FARM-B TRACT VI PARCEL # 42-04-10-300-009.000-021**

Part of the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section Ten (10), Township Five (5) North, Range Nine (9) West, bounded and described as follows, to-wit: Beginning at the Southwest corner of the said Northwest Quarter of the Southwest Quarter; thence North 11.37 chains to a stake; thence East 12.50 chains to a stake; thence South 11.37 chains to a stake; thence West 12.50 chains to the place of beginning, containing 14.22 acres, more or less.

**EXCEPTING THEREFROM** the following parcel, to-wit: Beginning at the Southwest corner of the said Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4); thence north Nine and 57/100 chains to the center of the Watts Bond Ditch; thence down said Ditch South 26 degrees East Ten and 60/100 chains to the south line of the said Northwest Quarter; thence West Four and 66/100 chains to the place of beginning, and containing Two and 20/100 acres, more or less.

Leaving herein containing in said Tract, 12.02 acres, more or less.

Situated in Widner Township, Knox County, Indiana

More commonly know as farm ground located on N. Newell Rd., Oaktown, IN 47561

**\*\*AUCTION FARM-C TRACT I Parcel # 42-04-15-200-007.000-021**

The East side of the Northeast Quarter of the Northwest Quarter of Section Fifteen (15), Township Five (5), Range Nine (9), consisting of 13 acres, more or less.

Situated in Widner Township, Knox County, Indiana

More commonly known as farm ground located on E. Freelandville Rd., Oaktown, In 47561

**\*\*AUCTION FARM-C TRACT II Parcel # 42-04-15-200-005.000-001 / Parcel # 42-04-15-200-001.000-001**

The Southeast Quarter of the Northwest Quarter of Section Fifteen (15), Township Five (5) North, Range Nine (9) West, containing Forty (40) acres, more or less.

Situated in Busseron Township, Knox County, Indiana

More commonly known as farm ground located on E. Freelandville Rd., Oaktown, In 47561

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**Schedule A (Continued)**  
**EXHIBIT 'A'**

**\*\*AUCTION FARM – D                      TRACT I                      PARCEL #42-05-27-200-003.000-001 / PARCEL #42-05-27-100-004.000-001**

Part of Lots One (10) and Four (4) of fractional Section Twenty-Seven (27), and Location Two Hundred Ninety-eight (298), Township Five (5) North, Range Ten (10) West, bounded and described as follows: Beginning at a stone 4.58 chains South of the Northwest Corner of said Lot Number 1; thence South 32.14 chains to a stone; thence East 43.19 chains to a stone in the road; thence North 1 degree and 45 minutes East 4.54 chains to a stone; thence North 1 degree West 12.57 chains to a stone; thence North 6-1/2 degrees West 15.07 chains to a stone; thence West 41.30 chains to the place of beginning, containing 135 acres, more or less.

ALSO, Lot numbered Three (3) of fractional Section Twenty-seven (27), Township Five (5) North, Range Ten (10) West, containing 40-1/2 acres, more or less.

Said tracts containing a total of 175.5 acres, more or less.

Situated in Busseron Township, Knox County, Indiana.

More commonly known as farm ground located on N. Mason Rd., Oaktown, IN 47561

**\*\*AUCTION FARM – D                      TRACT II                      PARCEL #42-05-27-300-003.000-001**

Part of Lots Four (4) and Five (5), and the Northeast Quarter of the Southwest Quarter all in Section Twenty-seven (27), and part of Location Two Hundred Ninety-eight (298), all in Township Five (5) North, Range Ten (10) West, bounded and described as follows: Beginning at a stone the Southwest Corner of said Northeast Quarter of the Southwest Quarter; thence East 39.60 chains to a stone in the road; thence North 5 degrees 30 minutes East 9.30 chains to a stone; thence North 13 degrees and 30 minutes East 10.25 chains to a stone; thence North 1 degree and 45 minutes East 5.21 chains to a stone; thence West 43.19 chains thence South 24.32 chains to the place of the beginning, containing 99 acres, more or less.

**TRACTS D-I AND D-II ARE SUBJECT TO A CERTAIN EASEMENT AGREEMENT** executed by and between The Estate of Marjorie L Tolan (Grantor) and Kelly Mason & Sons LLC (Grantee) as recorded on September 5, 2025 as Document #2025R04068 in the Office of the Recorder of Knox County, Indiana. Said easement is described as a strip, 20 feet in width along the following described centerline (being 10 feet on each side of said centerline), for the purposes of ingress and egress in Section 27 and Location 298, Township 5 North, Range 10 West, of the 2nd Principal Meridian, located in Busseron Township, Knox County, Indiana and being more particularly described as follows: Commencing from the northeast corner of Location 298; thence North 89 degrees 24 minutes 22 seconds West, 1337.09 feet to the center of Mason Road; thence along the center of Mason Road the following four courses: South 05 degrees 57 minutes 18 seconds East, 1210.32 feet; thence South 01 degrees 19 minutes 04 seconds East, 777.06 feet; thence South 00 degrees 09 minutes 37 seconds East, 215.96 feet; thence South 02 degrees 07 minutes 11 seconds West, 217.75 feet to the intersection of said road with a dirt field lane from the west, **marking the POINT OF BEGINNING of the easement centerline**; thence along the center of said dirt field lane the following seven courses: South 89 degrees 54 minutes 19 seconds West, 1405.30 feet; thence North 89 degrees 48 minutes 19 seconds West, 764.18 feet; thence North 89 degrees 20 minutes 17 seconds West, 595.83 feet; thence along a non-tangent curve concave to the southeast having a radius of 65.19 feet, an arc length of 107.37 feet, and a long chord bearing and distance of South 50 degrees 41 minutes 34 seconds West, 95.64 feet; thence South 01 degrees 30 minutes 19 seconds East, 113.93 feet; thence along a non-tangent curve concave to the northwest having a radius of 71.23 feet, an arc length of 119.40 feet, and a long chord bearing and distance of South 42 degrees 57 minutes 07 seconds West, 105.90 feet; thence North 87 degrees 40 minutes 54 seconds West, 697.05 feet to the base of the levee.

The sidelines of said easement shall be shortened or lengthened in order to meet with lines of beginning and ending at all angle points.

**\*\*AUCTION FARM – D                      TRACT III                      Parcel # 42-05-27-400-001.000-001**

Part of Location Three Hundred Three (303) and Part of Lot Five (#5) and Six (#6) of Fractional Section Twenty-seven (27), all in Township Five (5) North, Range Ten (10) West, County of Knox Indiana: Beginning at a point on the South line of Location 303 at the Northeast corner of Section 34 and the Northwest corner of Section 35; thence North 29.50 chains to the East West County Road; thence West 20.84 chains to a stone in the road at the intersection of County Roads; thence South 5 degrees 30 minutes West 9.30 chains to a stone on the North line of Lot #6; thence West 0.90 chains to a stone in the South line of Lot #5; thence South 8 degrees 27 minutes East 20.39 chains, more or less, to the South line of Section 27; thence East 19.46 chains along the North line of Section 34 to the place of beginning, containing 62.8 acres, more or less.

Situated in Busseron Township, Knox County, Indiana.

More commonly known as farm ground located on W. Wilson Rd., Oaktown, IN 47561

**\*\*AUCTION FARM-D                      TRACT IV                      Parcel # 42-05-34-100-003.000-001**

The Northeast Quarter of the Northeast Quarter of Section Thirty-four (34), Township Five (5) North, Range Ten (10) West, containing 40 acres, more or less.

Situated in Busseron Township, Knox County, Indiana.

More commonly known as farm ground located on N. Mason Rd., Oaktown, IN 47561

**\*\*AUCTION FARM-E                      TRACT I                      PARCEL #42-05-09-300-002.000-001**

All of the Southwest Quarter (SW-1/4) of Fractional Section Nine (9), Township Five (5) North, Range Ten (10) West situated on the East side of the Wabash River in Busseron Township, Knox County, Indiana, containing 114.61 acres, more or less.

Situated in Busseron Township, Knox County, Indiana.

More commonly known as farm ground located on N. Blann Rd., Oaktown, IN 47561

**\*\*AUCTION FARM-E                      TRACT II                      PARCEL #42-05-16-200-002.000-001**

Part of the Northeast Quarter (NE-1/4) of the Northwest Fractional Quarter (NW-1/4) of Section Sixteen (16), Township Five (5) North, Range Ten (10) West, bounded and described as follows, to-wit: Beginning at the Northeast corner of the Northwest Quarter of Said Section 16; thence West 14.33 chains; thence South 20 chains to the Southeast corner of Ida Wolfe's 11.84 acre tract on the south line of said quarter quarter section; thence East 14.33 chains to the Southeast corner of said quarter quarter section; thence North 20 chains to the place of beginning, containing 30 acres, more or less.

Situated in Busseron Township, Knox County, Indiana.

More commonly known as farm ground located on N. Blann Rd., Oaktown, IN 47561

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## 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 as follows –

**Personal Representative's Deed executed by ASHLEY BECHER, AS PERSONAL REPRESENTATIVE OF THE UNSUPERVISED ESTATE OF MARJORIE L. TOLAN, DECEASED, UNDER CAUSE #42C01-2308-EU000038 OF THE CIRCUIT COURT OF KNOX COUNTY, INDIANA to **TO BE DETERMINED** conveying fee simple interest in the Land described in Schedule A of this commitment.**

**Mortgage executed by **TO BE DETERMINED** to **TO BE DETERMINED** for the proposed mortgage amount listed and covering the Land described in Schedule A of this commitment.**

5. Any applicable Disclosure of Sales Information forms prescribed by the State Board of Tax Commissioners pursuant to I.C.6-1.1-5.5. The disclosure form must be filed with the county assessor's and auditor's offices in accordance with said code.
6. Pay any unpaid sewer and/or municipal assessments associated with the Land described in Schedule A of this commitment that are not recorded as lien against the land, but may become a lien in accordance with current municipal codes.
7. Vendor's and/or Borrower's Affidavits to be executed at the closing.
8. By virtue of IC 27-7-3.6, a fee of \$5 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the Closing Disclosure and/or Settlement Statement as TIEFF (Title Insurance Enforcement Fund Fee) Charge.
9. Effective July 1, 2013, Senate Enrolled Act 370 (P.L. 80-2013) requires title insurance companies to charge a fee for closing protection letters in real estate transactions in which the title insurance company or its authorized agent acts as the settlement agent. In a residential transaction, the closing protection letters are mandatory and must be issued to each party. The Company's fees for closing protection letters are \$25 for a seller's letter, \$25 for a buyer's or borrower's letter and \$25 for a lender's letter.
10. Effective July 1, 2009, HEA 1374 (enacting Indiana Code 27-7-3.7) requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,000 or more must be in the form of an irrevocable wire transfer. Funds received from any party in an amount of less than \$10,000 may be in the form irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real estate broker or other forms of Good Funds as referenced in Indiana Code 27-7-3.7. Personal checks may be accepted as provided under Indiana Code 27-7-3.7.

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LAND TITLE  
ASSOCIATION





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 this document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of 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. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping in improvements.
3. Any facts, rights, interests or claims which are not shown by the public record but which could be ascertained by an accurate survey of the Land or my making inquiry of persons in possession of the Land.
4. Easements, liens or encumbrances or claims thereof, which are not shown by Public Records.
5. Any lien, or right to a lien for services, labor or material imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. Real Estate Taxes and Solid Waste Assessment (to be paid with the real estate taxes) assessed for the year 2024, are a lien and are due in two installments payable May 10, 2025 and November 10, 2025 --

FARM A -- PARCEL #42-04-32-400-002.000-001 / TAX ID #001-007-S004-000-0056

Assessed in the name of: MARJORIE L. TOLAN
Property Address: N. CHATTIN ROAD, OAKTOWN, IN 47561
Taxing Unit and Code: 001-BUSSERON TWP
Assessed Value Land: \$322,100.00 Assessed Value Improvements: \$42,100.00 Exemptions: NONE
Legal description per Assessor records -- PT SURVEYS 4 & 5, T5N-R9W (138.896A)
May Installment (Includes Solid Waste Assessment) 2024 payable 2025 -----\$2,136.75 PAID IN FULL
November Installment (Includes Solid Waste Assessment) 2024 payable 2025 -----\$2,136.75 PAID IN FULL
Delinquency ----- NONE

FARM B -- PARCEL #42-04-09-400-001.000-001 / TAX ID #001-004-0009-400-011

TRACT I

Assessed in the name of: MARJORIE L. TOLAN
Property Address: E. FREELANDVILLE ROAD, OAKTOWN, IN 47561
Taxing Unit and Code: 001-BUSSERON TWP
Assessed Value Land: \$18,200.00 Assessed Value Improvements: \$9,800.00 Exemptions: NONE
Legal description per Assessor records -- E1/2 SE1/4 SE1/4 SEC 9, T5N-R9W (13.41A)
May Installment (Includes Solid Waste Assessment) 2024 payable 2025 -----\$173.50 PAID IN FULL
November Installment (Includes Solid Waste Assessment) 2024 payable 2025 -----\$173.50 PAID IN FULL
Delinquency ----- NONE

FARM B -- PARCEL #42-04-10-300-002.000-001 / TAX ID #001-004-0010-300-002

TRACT II

Assessed in the name of: MARJORIE L. TOLAN
Property Address: N. FREELANDVILLE ROAD, OAKTOWN, IN 47561
Taxing Unit and Code: 001-BUSSERON TWP
Assessed Value Land: \$42,600.00 Assessed Value Improvements: NONE Exemptions: NONE
Legal description per Assessor records -- SW1/4 SW1/4 SEC 10, T5N-R9W (20.70A)
May Installment (Includes Solid Waste Assessment) 2024 payable 2025 -----\$248.76 PAID IN FULL
November Installment (Includes Solid Waste Assessment) 2024 payable 2025 -----\$248.76 PAID IN FULL
Delinquency ----- NONE

FARM B -- PARCEL #42-04-10-300-003.000-021 / TAX ID #021-004-0010-300-015

TRACT II

Assessed in the name of: MARJORIE L. TOLAN
Property Address: N. NEWELL ROAD, OAKTOWN, IN 47561
Taxing Unit and Code: 021-WDINER TWP
Assessed Value Land: \$41,100.00 Assessed Value Improvements: NONE Exemptions: NONE
Legal description per Assessor records -- PT SEC 10, T5N-R9W (19.30A)
May Installment (Includes Solid Waste Assessment) 2024 payable 2025 -----\$244.62 PAID IN FULL
November Installment (Includes Solid Waste Assessment) 2024 payable 2025 -----\$244.62 PAID IN FULL
Delinquency ----- NONE

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**SCHEDULE B, PART II – EXCEPTIONS**

**FARM B -- PARCEL #42-04-10-300-001.000-001 / TAX ID #001-004-0010-300-001 TRACT III**

Assessed in the name of: TOLAN, MARJORIE L. (UI ½)  
Property Address: E. FREELANDVILLE ROAD, OAKTOWN, IN 47561  
Taxing Unit and Code: 001-BUSSERON TWP  
Assessed Value Land: \$5,100.00 Assessed Value Improvements: NONE Exemptions: NONE  
Legal description per Assessor records -- PT NW1/4 SW1/4 SEC 10, T5N-R9W (2.20A)  
May Installment (Includes Solid Waste Assessment) 2024 payable 2025 -----\$29.78 PAID IN FULL  
November Installment (Includes Solid Waste Assessment) 2024 payable 2025 -----\$29.78 PAID IN FULL  
Delinquency ----- NONE

**FARM B -- PARCEL #42-04-09-100-003.000-021 / TAX ID #021-004-0009-800-001 TRACT IV**

Assessed in the name of: MARJORIE L. TOLAN  
Property Address: E. FREELANDVILLE ROAD, OAKTOWN, IN 47561  
Taxing Unit and Code: 001-BUSSERON TWP  
Assessed Value Land: \$139,700.00 Assessed Value Improvements: NONE Exemptions: NONE  
Legal description per Assessor records -- PT E1/4 NE1/4 SEC 9, T5N-R9W (62.09A )  
May Installment (Includes Solid Waste Assessment) 2024 payable 2025 -----\$978.50 PAID IN FULL  
November Installment (Includes Solid Waste Assessment) 2024 payable 2025 -----\$978.50 PAID IN FULL  
Delinquency ----- NONE

**FARM B -- PARCEL #42-04-10-300-007.000-021 / TAX ID #021-004-0010-300-008 TRACT V**

Assessed in the name of: MARJORIE L. TOLAN,  
Property Address: OFF NEWELL ROAD, OAKTOWN, IN 47561  
Taxing Unit and Code: 021-WDINER TWP  
Assessed Value Land: \$13,200.00 Assessed Value Improvements: NONE Exemptions: NONE  
Legal description per Assessor records -- PT NW1/4 SW1/4 SEC 10, T5N-R9W (5.70A)  
May Installment (Includes Solid Waste Assessment) 2024 payable 2025 -----\$78.56 PAID IN FULL  
November Installment (Includes Solid Waste Assessment) 2024 payable 2025 -----\$78.56 PAID IN FULL  
Delinquency ----- NONE

**FARM B - PARCEL #42-04-10-300-009.000-021 / TAX ID #021-004-0010-300-014 TRACT VI**

Assessed in the name of: MARJORIE L. TOLAN  
Property Address: N. NEWELL ROAD, OAKTOWN, IN 47561  
Taxing Unit and Code: 021-WDINER TWP  
Assessed Value Land: \$26,900.00 Assessed Value Improvements: NONE Exemptions: NONE  
Legal description per Assessor records -- PT NW1/4 SW1/4 SEC 10, T5N-R9W (12.02A )  
May Installment (Includes Solid Waste Assessment) 2024 payable 2025 -----\$160.11 PAID IN FULL  
November Installment (Includes Solid Waste Assessment) 2024 payable 2025 -----\$160.11 PAID IN FULL  
Delinquency ----- NONE

**FARM C -- PARCEL #42-04-15-200-007.000-021 / TAX ID #021-004-0015-200-002 TRACT I**

Assessed in the name of: MARJORIE L. TOLAN  
Property Address: E. FREELANDVILLE ROAD, OAKTOWN, IN 47561  
Taxing Unit and Code: 001-BUSSERON TWP  
Assessed Value Land: \$30,100.00 Assessed Value Improvements: NONE Exemptions: NONE  
Legal description per Assessor records -- PT E SIDE NE1/4 NW1/4 SEC 15, T5N-R9W (13A)  
May Installment (Includes Solid Waste Assessment) 2024 payable 2025 -----\$179.16 PAID IN FULL  
November Installment (Includes Solid Waste Assessment) 2024 payable 2025 -----\$179.16 PAID IN FULL  
Delinquency ----- NONE

**FARM C -- PARCEL #42-04-15-200-005.000-001 / TAX ID #001-004-0015-200-005 TRACT II**

Assessed in the name of: MARJORIE L. TOLAN,  
Property Address: N. SCOTT ROAD, OAKTOWN, IN 47561  
Taxing Unit and Code: 001-BUSSERON TWP  
Assessed Value Land: \$67,900.00 Assessed Value Improvements: NONE Exemptions: NONE  
Legal description per Assessor records -- SE1/4 NW1/4 SEC 15, T5N-R9W (40A)  
May Installment (Includes Solid Waste Assessment) 2024 payable 2025 -----\$396.50 PAID IN FULL  
November Installment (Includes Solid Waste Assessment) 2024 payable 2025 -----\$396.50 PAID IN FULL  
Delinquency ----- NONE

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SCHEDULE B, PART II – EXCEPTIONS

FARM D -- PARCEL #42-05-27-200-003.000-001 / TAX ID #001-005-0027-500-003 TRACT I
Assessed in the name of: MARJORIE LEE TOLAN
Property Address: N. MASON ROAD, OAKTOWN, IN 47561
Taxing Unit and Code: 001-BUSSERON TWP
Assessed Value Land: \$314,900.00 Assessed Value Improvements: NONE Exemptions: NONE
Legal description per Assessor records -- LOT 3 FRL SEC 27, T5N-R10W (140.50A)
May Installment (Includes Solid Waste Assessment) 2024 payable 2025 -----\$5,366.96 PAID IN FULL
November Installment (Includes Solid Waste Assessment) 2024 payable 2025 -----\$5,366.95 PAID IN FULL
Delinquency ----- NONE

FARM D -- PARCEL #42-05-27-100-004.000-001 / TAX ID #001-005-L298-000-005 TRACT I
Assessed in the name of: MARJORIE LEE TOLAN
Property Address: N. GREEN AIRPORT ROAD, OAKTOWN, IN 47561
Taxing Unit and Code: 001-BUSSERON TWP
Assessed Value Land: \$53,000.00 Assessed Value Improvements: NONE Exemptions: NONE
Legal description per Assessor records -- LOCATION 298, T5N-R10W (35A)
May Installment (Includes Solid Waste Assessment) 2024 payable 2025 -----\$1,190.92 PAID IN FULL
November Installment (Includes Solid Waste Assessment) 2024 payable 2025 -----\$1,190.91 PAID IN FULL
Delinquency ----- NONE

FARM D -- PARCEL #42-05-27-300-003.000-001 / TAX ID #001-005-0027-900-004 TRACT II
Assessed in the name of: MARJORIE LEE TOLAN
Property Address: N. MASON ROAD, OAKTOWN, IN 47561
Taxing Unit and Code: 001-BUSSERON TWP
Assessed Value Land: \$212,600.00 Assessed Value Improvements: NONE Exemptions: NONE
Legal description per Assessor records -- PT LOTS 4 & 5 FRL SEC 27, T5N-R10W (99A)
May Installment (Includes Solid Waste Assessment) 2024 payable 2025 -----\$3,757.99 PAID IN FULL
November Installment (Includes Solid Waste Assessment) 2024 payable 2025 -----\$3,757.99 PAID IN FULL
Delinquency ----- NONE

FARM D -- PARCEL #42-05-27-400-001.000-001 / TAX ID #001-005-L303-000-006 TRACT III
Assessed in the name of: MARJORIE L. TOLAN
Property Address: W. WILSON ROAD, OAKTOWN, IN 47561
Taxing Unit and Code: 001-BUSSERON TWP
Assessed Value Land: \$89,900.00 Assessed Value Improvements: NONE Exemptions: NONE
Legal description per Assessor records -- PT LOCATION 303, T5N-R10W (62.80A)
May Installment (Includes Solid Waste Assessment) 2024 payable 2025 -----\$1,542.06 PAID IN FULL
November Installment (Includes Solid Waste Assessment) 2024 payable 2025 -----\$1,542.05 PAID IN FULL
Delinquency ----- NONE

FARM D -- PARCEL #42-05-34-100-003.000-001 / TAX ID #001-005-0034-100-002 TRACT IV
Assessed in the name of: MARJORIE LEE TOLAN
Property Address: N. MASON ROAD, OAKTOWN, IN 47561
Taxing Unit and Code: 001-BUSSERON TWP
Assessed Value Land: \$64,400.00 Assessed Value Improvements: NONE Exemptions: NONE
Legal description per Assessor records -- NE1/4 NE1/4 SEC 34, T5N-R10W (40A)
May Installment (Includes Solid Waste Assessment) 2024 payable 2025 -----\$1,380.27 PAID IN FULL
November Installment (Includes Solid Waste Assessment) 2024 payable 2025 -----\$1,380.27 PAID IN FULL
Delinquency ----- NONE

FARM E -- PARCEL #42-05-09-300-002.000-001 / TAX ID #001-005-0009-300-007 TRACT I
Assessed in the name of: MARJORIE L. TOLAN
Property Address: BY WABASH RIVER, OAKTOWN, IN 47561
Taxing Unit and Code: 001-BUSSERON TWP
Assessed Value Land: \$154,500.00 Assessed Value Improvements: NONE Exemptions: NONE
Legal description per Assessor records -- PT SW1/4 FRL SEC 9, T5N-R10W (114.61A)
May Installment (Includes Solid Waste Assessment) 2024 payable 2025 -----\$902.20 PAID IN FULL
November Installment (Includes Solid Waste Assessment) 2024 payable 2025 -----\$902.20 PAID IN FULL
Delinquency ----- NONE

FARM E -- PARCEL #42-05-16-200-002.000-001 / TAX ID #001-005-0016-200-002 TRACT II
Assessed in the name of: MARJORIE L. TOLAN
Property Address: N. BLANN ROAD, OAKTOWN, IN 47561
Taxing Unit and Code: 001-BUSSERON TWP
Assessed Value Land: \$53,700.00 Assessed Value Improvements: NONE Exemptions: NONE
Legal description per Assessor records -- PT N1/2 NW1/4 SEC 16, T5N-R10W ( 30A )
May Installment (Includes Solid Waste Assessment) 2024 payable 2025 -----\$313.58 PAID IN FULL
November Installment (Includes Solid Waste Assessment) 2024 payable 2025 -----\$313.58 PAID IN FULL
Delinquency ----- NONE

\*\*\*NOTE: This agent disclaims responsibility for the correctness or accuracy of the above listed real estate taxes. The above given taxes should be verified by the Office of the Knox County Treasurer ( 812-885-2506 ).\*\*\*

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## SCHEDULE B, PART II – EXCEPTIONS (CONTINUED)

8. Real Estate Taxes and Assessments for the year 2025 payable in 2026, are a lien, and are payable in two installments due on 5-10-2026 and 11-10-2026, but said tax amounts and assessments are not yet available.
9. Rights of parties in possession under unrecorded leases, including crops.
10. The acreage in the legal description of the Land as shown in Schedule A is for information and identification purposes only, and in no way implies that the amount of acreage is insured.
11. Any and all drainage ditches, tiles, laterals and feeders and legal drains.
12. Rights of the Public, the State of Indiana, and County of Knox and the municipality in and to that part of the premises taken or used for road purposes and utility right of ways.
13. The property address and tax parcel identification number listed are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.
14. Any and all existing zoning ordinances applicable to real property situated in Knox County, Indiana.
15. Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.
16. Any claim that the title insured hereunder is subject to a trust or lien created under The Perishable Agricultural Commodities Act (7 U.S.C. sec 499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. Sec 181, et seq.), or under similar state laws.
17. Rights of others to the free and unobstructed flow and use of the waters which may flow on or thru the land and any adverse claim based upon the assertion that some portion of said land has been created by artificial means or avulsion or has accreted to such portion.
18. A certain Mineral Deed executed by Marjorie Lee Tolan and Enos A. Tolan, wife and husband to The Enos Coal Mining Company, an Ohio Corporation, dated March 6, 1963 and recorded March 6, 1963 in Deed Book 158, Page 219, Recorder's Office, Knox County, Indiana. **Covers – Farm A property.**
19. A certain Oil and Gas Lease executed by and between Maude Blann, a widow and not since remarried, Marjorie L. and Enos A. Tolan, her husband and Pam-Ark Oil Producers, dated October 8, 1977 and recorded October 27, 1977 in Oil and Gas Book 135, Page 994, Recorder's Office, Knox County, Indiana. **Covers – Farm D property**
20. A certain Oil and Gas Lease executed by and between Enos Tolan and Marjorie Tolan, Husband and Wife and Lester D. Moore, dated July 7, 1981 and recorded July 27, 1981 in Oil and Gas Book 146, Page 337, Recorder's Office, Knox County, Indiana. **Covers – Farm D property**
21. A certain Oil and Gas Lease executed by and between Enos A. Toland and Marjorie L. Tolan, (Husband and Wife) and Oil Discoveries Inc., dated July 17, 1981 and recorded August 2, 1982 in Oil and Gas Book 150, Page 725, Recorder's Office, Knox County, Indiana. **Covers – Farm B property**
22. A certain Easement for Right-of-Way executed by Enos Tolan to Contel of Indiana, Inc., an Indiana corporation, dated March 13, 1990 and recorded May 22, 1990 in Deed Book 236, Page 846, Recorder's Office, Knox County, Indiana. **Covers – Farms B & C property**
23. A certain Memorandum of Coal Mining Lease executed by and between Templeton Coal Company, Inc. and Vectren Fuels, dated April 17, 2006 and recorded April 18, 2006 in Oil and Gas Record 06-2740, Recorder's Office, Knox County, Indiana.  
Assignment of Overriding Royalty Interest executed by Templeton Coal Company, Inc. and Marjorie L. Tolan, dated June 18, 2012 and recorded June 4, 2015 as Instrument #2015R02556, Recorder's Office, Knox County, Indiana. **Covers – Farm D property**
24. A certain Oil and Gas Lease executed by Marjorie L. Tolan, Individually and Tamara Lynn Tolan as Trustee of The Enos A. Tolan Testament Trust and Source Rock Resources, Inc., dated September 9, 2005 and recorded October 12, 2005 in Deed Record 05-6787, Recorder's Office, Knox County, Indiana. **Covers – 729.516 acres, but no Exhibit “A” was recorded with said document.**  
A certain Amendment of Lease Description executed by and between Tamara Lynn Tolan as Trustee of The Enos A. Tolan Testamentary Trust and New Albany-Indiana, L.L.C., Inc., dated May 18, 2007 and recorded May 29, 2007 in Deed Record 07-3427, Recorder's Office, Knox County, Indiana.  
A certain Amendment of Lease Description executed by and between Marjorie L. Tolan, Individually and New Albany-Indiana, L.L.C., Inc., dated May 15, 2007 and recorded May 29, 2007 in Deed Record 07-3430, Recorder's Office, Knox County, Indiana. **Conveys – Tract XII.**  
**Covers – Farm C property**

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## SCHEDULE B, PART II – EXCEPTIONS (CONTINUED)

25. A certain Pipeline Right-of-Way Grant & Easement executed by and between Marjorie L. Tolan to Rex Energy I, LLC, a Delaware limited liability company, dated October 3, 2007 and recorded January 24, 2008 in Instrument #2008R00421, Recorder's Office, Knox County, Indiana. **Covers – Farm B property**
26. A certain Memorandum of Coal Lease executed by and between Marjorie L. Tolan and The Enos A. Tolan Trust, Tamara Tolan, Trustee and Vectren Fels, Inc., dated August 15, 2008 and recorded September 4, 2008 in Instrument #2008R05231, Recorder's Office, Knox County, Indiana. **Covers – Farm B property**
27. A certain Memorandum of Coal Lease executed by and between Marjorie L. Tolan and The Enos A. Tolan Trust, Tamara Tolan, Trustee and Vectren Fels, Inc., dated May 19, 2009 and recorded July 8, 2009 in Instrument #2009R03640, Recorder's Office, Knox County, Indiana. **Covers – Farms B & C property**
28. A certain Right-of-Way Grant executed by and between Marjorie Lee Tolan, Personal Representative of The Estate of Enos A. Tolan and Tamara Tolan, Trustee of The Enos A. Tolan Trust unto Atlas Energy Indiana, LLC, an Indiana Limited Liability Company, dated August 17, 2009 and recorded November 30, 2009 in Instrument #2009R06267, Recorder's Office, Knox County, Indiana. **Covers – Farm C property**
29. A certain Right-of-Way Grant executed by and between Marjorie Lee Tolan, Personal Representative of The Estate of Enos A. Tolan unto Atlas Energy Indiana, LLC, an Indiana Limited Liability Company, dated April 19, 2010 and recorded May 28, 2010 as Instrument #2010R2536, Recorder's Office, Knox County, Indiana. **Covers – Farm B property**
30. A certain Right-of-Way Grant executed by and between Tamara Tolan, as Trustee of The Enos A. Tolan Trust unto Atlas Energy Indiana, LLC, an Indiana Limited Liability Company, dated March 23, 2010 and recorded June 7, 2010 as Instrument #2010R02676, Recorder's Office, Knox County, Indiana. **Covers – Farm A property**
31. A certain Right-of-Way Grant executed by and between Tamara Tolan, as Trustee of The Enos A. Tolan Trust unto Atlas Energy Indiana, LLC, an Indiana Limited Liability Company, dated May 11, 2010 and recorded June 14, 2010 as Instrument #2010R02762, Recorder's Office, Knox County, Indiana. **Covers – Farm B property**
32. A certain Right-of-Way Grant executed by and between Marjorie Lee Tolan, a widow and as Personal Representative of the Estate of Enos A. Tolan-Deceased unto Atlas Energy Indiana, LLC, an Indiana Limited Liability Company, dated October 6, 2010 and recorded November 9, 2010 as Instrument #2010R05535, Recorder's Office, Knox County, Indiana. **Covers – Farm D property**
33. A certain Right-of-Way Grant executed by and between Tamara Tolan as Trustee of The Enos A. Tolan Trust unto Atlas Energy Indiana, LLC, an Indiana Limited Liability Company, corner October 18, 2010 and recorded November 23, 2010 as Instrument #2010R05831, Recorder's Office, Knox County, Indiana. **Covers – Farm D property**
34. A certain Easement executed by Marjorie L. Tolan, as Individual and Tamara Tolan, as Trustee of The Enos A. Tolan Trust to Sunrise Coal, LLC, dated September 18, 2015 and recorded January 14, 2016 as Instrument #2016R00243, Recorder's Office, Knox County, Indiana. **Covers – Farm A property**
35. A certain Rental Agreement For The Placement of Ventilation Hole executed between Marjorie L. Tolan, as Individual and Tamara Tolan, as Trustee of The Enos A. Tolan Trust and Sunrise Coal, LLC, dated May 3, 2016 and recorded May 16, 2016 as Instrument #2016R02571, Recorder's Office, Knox County, Indiana. **Covers – Farm A property**
36. A certain Rental Agreement For The Placement of Ventilation Hold executed between Marjorie L. Tolan, as Individual and Tamara Tolan, as Trustee of The Enos A. Tolan Trust and Sunrise Coal, LLC, dated May 21, 2016 and recorded May 25, 2016 as Instrument #2016R02723, Recorder's Office, Knox County, Indiana. **Covers – Farm A property**
37. A certain Easement executed by and between Marjorie L. Tolan, as Individual and Tamara Tolan, as Trustee of The Enos A. Tolan Trust to Sunrise Coal, LLC, dated May 21, 2016 and recorded January 6, 2017 as Instrument #2017R00125, Recorder's Office, Knox County, Indiana. **Covers – Farm A property**
38. A certain Agreed Entry established in favor of Templeton Coal Company, Inc. and Vectren Fuels, Inc., as set out in Cause #42D01-0611-PL-034, recorded August 2, 2012 as Instrument #2012R03905, Recorder's Office, Knox County, Indiana. **Covers – Farms B & C property**

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## SCHEDULE B, PART II – EXCEPTIONS (CONTINUED)

39. A certain Agreed Entry established in favor of Templeton Coal Company, Inc. and Vectren Fuels, Inc., as set out in Cause #42D01-0611-PL-033, recorded September 5, 2014 as Instrument #2014R04120, Recorder's Office, Knox County, Indiana.

Covers – Farms B & C property

40. SUBJECT TO an easement of a North-South Township gravel road through said tract. Covers – Farm D, Tract VI property

41. SUBJECT TO a non-exclusive easement for the right of ingress, egress and utilities over a 20 foot wide strip of land being 10 feet each side of the centerline of the existing roadway serving the above described 0.744 acre tract and which centerline is more specifically described as follows: Beginning in the center of the county road at a point 1,881 feet South 51 degrees 15 minutes West from the East corner of Survey 4, Township 5 North, Range 9 West, Knox County, Indiana; thence North 35 degrees 25 minutes West 977 feet; thence North 39 degrees West 200 feet; thence North 33 degrees 37 minutes West 200 feet; thence North 27 degrees 55 minutes West 200 feet to the terminus. Covers -- Farm A property

**43. Any and all claims as to the lack of proper or legal access to the subject tract from a public roadway as to the subject property listed as Auction Farm E, Tracts I and II.**

**44. SUBJECT TO A CERTAIN EASEMENT AGREEMENT** executed by and between The Estate of Marjorie L Tolan (Grantor) and Kelly Mason & Sons LLC (Grantee) as recorded on September 5, 2025 as Document #2025R04068 in the Office of the Recorder of Knox County, Indiana. Said easement is described as a strip, 20 feet in width along the following described centerline (being 10 feet on each side of said centerline), for the purposes of ingress and egress in Section 27 and Location 298, Township 5 North, Range 10 West, of the 2nd Principal Meridian, located in Busseron Township, Knox County, Indiana and being more particularly described as follows: Commencing from the northeast corner of Location 298; thence North 89 degrees 24 minutes 22 seconds West, 1337.09 feet to the center of Mason Road; thence along the center of Mason Road the following four courses: South 05 degrees 57 minutes 18 seconds East, 1210.32 feet; thence South 01 degrees 19 minutes 04 seconds East, 777.06 feet; thence South 00 degrees 09 minutes 37 seconds East, 215.96 feet; thence South 02 degrees 07 minutes 11 seconds West, 217.75 feet to the intersection of said road with a dirt field lane from the west, **marking the POINT OF BEGINNING of the easement centerline;** thence along the center of said dirt field lane the following seven courses: South 89 degrees 54 minutes 19 seconds West, 1405.30 feet; thence North 89 degrees 48 minutes 19 seconds West, 764.18 feet; thence North 89 degrees 20 minutes 17 seconds West, 595.83 feet; thence along a non-tangent curve concave to the southeast having a radius of 65.19 feet, an arc length of 107.37 feet, and a long chord bearing and distance of South 50 degrees 41 minutes 34 seconds West, 95.64 feet; thence South 01 degrees 30 minutes 19 seconds East, 113.93 feet; thence along a non-tangent curve concave to the northwest having a radius of 71.23 feet, an arc length of 119.40 feet, and a long chord bearing and distance of South 42 degrees 57 minutes 07 seconds West, 105.90 feet; thence North 87 degrees 40 minutes 54 seconds West, 697.05 feet to the base of the levee.

The sidelines of said easement shall be shortened or lengthened in order to meet with lines of beginning and ending at all angle points.

COVERS -- FARM D -- TRACTS D-I AND D-II

**45. Satisfy and release of record the following:**

NO LIENS FOUND OF RECORD

**IN RE: ASHLEY BECHER, AS PERSONAL REPRESENTATIVE OF THE UNSUPERVISED ESTATE OF MARJORIE L. TOLAN, DECEASED, UNDER CAUSE #42C01-2308-EU0000038 OF THE CIRCUIT COURT OF KNOX COUNTY, INDIANA, THE CURRENT OWNER**

We find no liens or judgments of record against the above named current owners of the subject property.

**IN RE: TO BE DETERMINED, THE PROPOSED PURCHASER(S)**

We find no liens or judgments of record against the above named proposed purchasers of the subject property.

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

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1454  
MINERAL DEED

#18

DB

158  
219

THIS INDENTURE WITNESSETH, That MARJORIE LEE TOLAN and ENOS A. TOLAN, wife and husband, of Knox County, in the State of Indiana, hereinafter designated as GRANTORS, CONVEY AND WARRANT to THE ENOS COAL MINING COMPANY, an Ohio corporation, of Cuyahoga County, in the State of Ohio, hereinafter designated as GRANTEE, for and in consideration of the sum SIX THOUSAND ONE HUNDRED TWENTY DOLLARS (\$6,120.00), the receipt whereof is hereby acknowledged, all of the coal, fire clay, shale and solid minerals in connection with said coal, lying in and under the following described real estate, situate in Knox County, in the State of Indiana, to-wit:

Farm  
A

Part of Surveys No. 4 and 5, Township 5 north, Range 9 west, bounded and described as follows, to-wit: Beginning at the east corner of said Survey No. 4; thence north, 38 3/4 degrees west, 37.88 chains to Cullop's corner; thence south, 51 1/4 degrees west, 40.40 chains; thence south, 38 3/4 degrees east, 37.88 chains to Donation No. 200; thence north, 51 1/4 degrees east, 40.40 chains to the place of beginning, containing 153 acres.

Together with all rights and privileges necessary or incident to the mining and removal of said coal by any method EXCEPT THE STRIP-MINING METHOD, including the following rights, privileges, easements and immunities, to-wit:

1. The right to mine, drain, ventilate and transport coal or other minerals from other lands owned or hereafter acquired by GRANTEE, its successors or assigns, through the above described premises, and tunnels, shafts or entries thereon or thereunder and to use all such tunnels, entries and workings on or under the described real estate in the mining and removal of such coal or other minerals; and the right to convey over and across said premises in the natural course of drainage, any water that may be produced by the process of mining such coal.

2. The right to enter upon said lands with such machinery and appliances necessary for the purpose of testing coal and drilling holes for the discharge of water or the transmission of electric power. The GRANTEE agrees to convey by means of pipe or tile, buried at least two (2) feet under ground, any water which may be pumped to the surface, and to conduct same to a natural course of drainage, and to compensate the GRANTORS for any damage to growing crops which may occur in drilling such holes or laying such pipe or tile.

3.- The right to purchase at any time within twenty-five (25) years from the date hereof as much of the surface of said land, but not to exceed ten (10) acres, as may be required for the deposit and storage of coal, refuse and other materials, or reservoirs for water; and for a right-of-way for roads, and electric or telephone lines to the mine and its appurtenances. For the area so taken the GRANTEE shall pay to the GRANTORS the sum of Four Hundred Dollars (\$400.00) per acre. It is understood and agreed, however, that no tipple or shaft or railroad switch shall be placed on the land herein conveyed.

It is expressly understood by and between the parties hereto that neither the GRANTEE herein, nor its successors or assigns, shall, under any circumstances, be held responsible for any injury or damage that may occur to said land, or appurtenances situate thereon, from subsidence or otherwise, by reason of the mining and removal of coal and other substances necessary to be removed in the mining and removal of the coal underlying said real estate, and the GRANTORS herein expressly waive all claims of every nature and kind for liability for damage to said land or appurtenances by subsidence or otherwise.

The GRANTEE shall not mine coal lying within two hundred seventy-five (275) feet of the surface of the above described real estate.

The GRANTORS reserve all of the oil, gas and uranium lying in and under the above described real estate, together with the right to drill for and remove the same, but it is understood that all development operations for oil, gas and uranium shall be conducted in such a manner as not to interfere with the mining of the coal underlying said real estate.

The GRANTEE shall not conduct strip-mining operations upon the above described real estate.

IN WITNESS WHEREOF, The said MARJORIE LEE TOLAN and ENOS A. TOLAN, wife and husband, have hereunto set their hands and seals, this the 6 day of March, 1963.



Marjorie Lee Tolan (SEAL)  
Marjorie Lee Tolan

221

This instrument prepared by  
Verner P. Partenheimer

STATE OF INDIANA  
COUNTY OF KNOX, SS:

Enos A. Tolan (SEAL)  
 Enos A. Tolan  
 Indiana Gross Income Tax on  
 Sale of Real Estate  
 Paid by  
Enos and Marjorie Tolan Grantor  
 Date Paid March 6, 1963  
 Amount Paid \$ 11.93  
 Notary's Record # 144207-144208  
 within

Before me, the undersigned, Enos A. Tolan  
and for said County and State, on this 6 day of March,  
1963, in person appeared MARJORIE LEE TOLAN and ENOS A. TOLAN,  
wife and husband, and acknowledged the execution of the above  
and foregoing instrument for the uses and purposes therein set  
forth.

WITNESS my hand and Notarial Seal.

M. C. Lusk  
Notary Public



My Commission expires  
Jan 25, 1965

RECORDED THE 6 DAY OF Mar 1963 AT 2:25 O'CLOCK P.M. Gyrl J. Boulton R.K.C.

5677

Farm A

#109 OAG 135  
994

OIL AND GAS LEASE

October

19 77

THIS AGREEMENT, made as of the 8th day of October, 1977, between MAUDE BLANN, a widow an not since remarried; MARJORIE L. and ENOS A. TOLAN, her husband, of Oaktown, Indiana 47561 herein called Lessor (whether one or more), and PAM-ARK OIL PRODUCERS R.R.#4, Carmi, Illinois 62821 herein called Lessee:

WITNESSETH:

1. Lessor, in consideration of One Dollar (\$1.00), and other valuable consideration, cash in hand paid, receipt and sufficiency of which is hereby acknowledged, and of the royalties, and agreements of the Lessee, herein provided, hereby grants, leases and lets exclusively unto Lessee, for purposes of investigating, exploring by geophysical and other methods, prospecting, drilling, and operating for and producing oil, gases (including without limitation casinghead gas, casinghead gasoline, gas condensate (distillate), hydrogen sulphide gas, helium and any other gas whether combustible or not), liquid hydrocarbons and associated products, whether in gaseous, solid or liquid state, by any method, including, but not limited to, natural flow, acidizing, fracturing, combustion, steam soak, steam flood, water flood, oil flood, and for injection of any substance; laying, constructing and maintaining pipelines, storing oil, and building tanks, ponds, power stations, roads, electric lines, telephone lines, and other structures upon said land to produce, save, treat, process and transport any product produced or made therefrom, the following described land (herein referred to as "said land") situated in KNOX County, State of INDIANA SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF FOR COMPLETE DESCRIPTION

Lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling on said land during the same time by making Lessor's own connections with the well at Lessor's own risk and expense.

said land being estimated to comprise 297 acres, whether more or less, which acreage figure may be relied upon by Lessee in calculating rental or other payments hereunder.

Notwithstanding the above specific description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, all lands owned or claimed by Lessor up to the boundaries of any abutting landowner, together with any and all of Lessor's interest in any lands underlying lakes, streams, roads, easements and rights-of-way which cross or adjoin the said land, including all land added thereto by accretion.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ONE year from the above date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or their respective constituent products or any substance covered hereby, or any of them, are produced from said land or lands with which said land is pooled, consolidated or unitized hereunder, or drilling or reworking operations are conducted thereon as herein provided, or this lease is continued in force by any other provision hereof.

3. The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons saved at the well, one-eighth (1/8) of that produced and saved from said land to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected, Lessee to have the option, from time to time, to purchase royalty oil in its possession, paying Lessor for such one-eighth (1/8) royalty the market price as determined at the well for oil of like grade and gravity prevailing on the day the oil is delivered to pipeline or tanks; (b) on gas, including all substances contained in such gas, produced from said land and sold by Lessee, one-eighth (1/8) of the net proceeds received by Lessee from the sale of all gas produced and saved and sold from said land by Lessee, one-eighth (1/8) of the net proceeds received by Lessee from the sale of all gas produced from the premises by Lessee or used by Lessee for the manufacture of gasoline or other products, the royalty shall be one-eighth (1/8) of the value at field market price; (c) on any substance produced, saved and sold and not subject to (a) or (b), one-eighth (1/8) of the market value at the well; and (d) if at any time, either before or after the expiration of the primary term of this Lease, there is a gas well or wells on said land or on land with which all or a portion of said land is consolidated (and for the purposes of this clause (d) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified or classifiable as gas wells by any governmental authority) and such well or wells are shut in before or after production therefrom and this Lease is not being maintained in force under other provisions hereof, Lessee may pay or tender (within the ninety day period hereinafter provided) to the owner or owners of the royalty an advance annual royalty which is equal to the amount of delay rentals provided for in this Lease for the acreage then held under this lease by the party making such payment or tender, or, if no delay rentals are provided herein, an amount of One Hundred Dollars (\$100.00) per well per year, and if such payment or tender is made it shall be considered under all provisions of this lease that gas is being produced from said land in paying quantities for one (1) year from the date such payment or tender is made, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered under all provisions of this lease that gas is being produced from said land in paying quantities during any annual period for which such royalty is paid or tendered; and when there is a shut-in hereof, it shall nevertheless continue in force for a period of ninety (90) days from the last date on which a gas well located on the leased premises is shut in, or for ninety (90) days following the date to which this lease is continued in force by some other provision hereof, as the case may be, within which ninety-day period Lessee may commence or resume the payment or tender of the advance royalty as herein provided. All such advance annual royalty payments may be paid or tendered direct to the royalty owner or owners (as shown by Lessee's records) or to such royalty owner or owners' credit in the depository bank as designated hereunder.

4. If operations for the drilling of a well for oil or gas are not commenced on said land, or lands with which all or a part of said land may be pooled, consolidated or unitized, on or before one year from the above date this Lease shall terminate as to both parties unless the Lessee shall before such anniversary date pay or tender to the Lessor or for the Lessor's credit in the

Bank at \_\_\_\_\_ Dollars \_\_\_\_\_ or its successors, which Bank and its successors are the Lessor's agent and shall continue as the depository of any and all sums payable under this Lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder the sum of \_\_\_\_\_ Dollars \_\_\_\_\_)

which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of Lessee (or any assignee thereof), mailed or delivered on or before the rental paying date, either direct to Lessor at Lessor's above specified address or to said depository bank, and depositing same in the United States mails, postage paid, shall be deemed conclusive proof of payment hereunder. Notwithstanding the death of Lessor, or any successors in interest, the payment or tender of rentals in the manner above shall be binding on the heirs, devisees, executors and administrators of such persons. If Lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a Lessor entitled thereto under this lease according to Lessee's records or to a Lessor who, prior to such attempted payment or deposit, has given Lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by Lessee's records, in an incorrect amount, or otherwise) Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within thirty (30) days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence necessary to enable Lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said rental is payable or tendered, but also Lessee's option of extending that period as aforesaid, and any and all other rights conferred

5. Lessee is hereby given the power and right, as to all or any part of said land and as to any one or more of the formations or substances thereunder, at its option and without Lessor's joinder or further consent, at any time and as a recurring right either before or after production, to pool, consolidate and unitize said land, the leasehold estate and Lessor's interests (including any interests created and/or assigned by Lessor subsequent to the date hereof) therein with the rights of any third parties, if any, in all or any part of said land and with other land, lands, lease, leases, mineral, and royalty rights, or any of them, adjacent, adjoining or located within the vicinity of this lease, whether owned by Lessee or some other person, firm, corporation or governmental agency, so as and in order to create one or more drilling spacing or production units in compliance with the spacing rules of any lawful authority, or when in Lessee's judgment such will promote the conservation of oil and/or gas, Lessee shall each time file written unit designation for record in the county in which such unit is located, and Lessee shall have the right and power, from time to time, to modify, change or terminate any such plan or agreement. In lieu of the royalties herein provided Lessor shall receive on production from such unit only such portion of the royalties (other than shut-in gas royalties) elsewhere herein specified as the amount of Lessor's acreage hereunder which is pooled in any such unit, or his royalty interest therein on an acreage basis, bears to the total acreage pooled in such unit. The term "royalty" as used in this paragraph shall also include any overriding royalties and payments out of production to which this lease may be subject. The commencement, drilling, conducting of operations, completion of or production from a well on any portion of a unit created hereunder shall have the same effect upon the terms of this lease as if a well were commenced, drilled, operations conducted, completed, or producing on the land embraced by this lease and this lease shall not terminate or expire during the life of any such unit.

6. If prior to discovery of oil, liquid hydrocarbons, gas, or their respective constituent products, or any of them, on said land or on land pooled, combined or unitized therewith, Lessee should drill and abandon a dry hole or holes thereon, or if, after discovery of oil, liquid hydrocarbons, gas, or their respective constituent products, or any of them, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within ninety (90) days thereafter, or if it be within the primary term Lessee commences or resumes the payment or tender of rentals on or before the rental paying date next ensuing after the expiration of three (3) months from date of completion and abandonment of said dry hole or holes or the cessation of production. If at the expiration of the primary term, oil, liquid hydrocarbons, gas, or their respective constituent products, or any of them, are not being produced on said land or land consolidated

PREPARED BY D. E. Rogers

therewith, but Lessee is then engaged in operations for drilling or reworking of any well or wells thereon, this lease shall remain in force so long as such operations or additional operations are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than ninety (90) consecutive days, and, if they result in production, so long thereafter as oil, liquid hydrocarbons, gas, or their respective constituent products, or any of them, is produced from said land or land consolidated therewith.

7. Lessee shall have free use of oil, gas and water from said land (except water from Lessor's wells, reservoirs and tanks) for all operations hereunder or on lands consolidated therewith (including repressuring, pressure maintenance, cycling, injecting, waterflooding and secondary recovery operations), and any royalty otherwise payable hereunder shall be computed after deducting any so used. Lessee shall have the right at any time during or within one year after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. Lessee shall pay for actual damages caused by its operations to growing agricultural crops on said land. No well shall be drilled within two hundred feet (200 feet) of any barn or occupied residence now on said land without Lessor's written consent. At the request of a Lessor owning an interest in the surface, any pipelines shall be placed below ordinary plow depth.

8. The rights of any party hereunder may be assigned, in whole or in part, but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. Notwithstanding any actual or constructive knowledge of or notice to Lessee, no such change or division in the ownership of the land, rentals or royalties shall be binding upon Lessee for any purpose until sixty (60) days after such person acquiring any interest has furnished Lessee with the original recorded instrument or instruments, or a certified copy, or a reproduced copy of the original recorded instrument or instruments acceptable to Lessee, constituting his chain of title from the original Lessor. In the event of an assignment of this lease as to a divided portion of said land, the rentals and/or advance annual royalty payable hereunder shall be apportioned as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of any other leasehold owners hereunder. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge assignor of any obligations hereunder as to the assigned acreage, and if Lessee or assignee of part or parts hereof shall fail or make default in the payment of the proportionate part of the rentals due from such Lessee or assignee, or fail to comply with any other provision of the lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall make payment of said rentals.

9. When drilling, producing or other operations are delayed or interrupted as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State laws, executive orders, rules or regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation.

10. Lessor hereby warrants and agrees to defend the title to said land, each party Lessor hereby releasing and waiving all rights of and under any homestead, curtesy, dower and/or other exemption laws, and agrees that Lessee, at its option, may pay and discharge any tax, mortgage, contract for deed, or other lien or encumbrance upon said land, and in the event Lessee does so, Lessee shall be subrogated to all rights and liens pertaining thereto with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate (and whether or not such interest is recited herein), then the royalties and rentals to be paid Lessor shall be reduced proportionately. In the event of production hereunder Lessor agrees to execute a division order setting forth his interest therein. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby, but Lessee shall not suffer any forfeiture nor incur any liability to Lessor by reason thereof.

11. Lessee, and Lessee's successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor, or Lessor's heirs or successors, and assigns, by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon, Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the rentals or shut-in payments payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases. In event Lessor considers that Lessee has not complied with all its obligations hereunder, either express or implied, before or after production has been secured, Lessor shall notify Lessee in writing setting out specifically the alleged facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of such notice in which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be a condition precedent to the bringing of any action by Lessor on this lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. The service of such notice or the performance of any acts by Lessee aimed to meet all or any of the alleged breaches shall not be deemed an admission that Lessee has failed to perform any or all of its obligations. If any implied obligations should require the drilling of a well or wells, Lessee shall have sixty (60) days after ultimate judicial ascertainment of the existence of such obligation in which to begin the drilling of such well or wells. The judgment of the Lessee when exercised in good faith in carrying out the purposes of the lease shall be conclusive.

12. The provisions of this lease shall be construed as covenants running with the land and shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns. Should any one or more of the parties named above as Lessor fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same. This lease may be executed in counterpart and any such counterpart shall be binding upon the party executing same from and after such execution.

IN WITNESS WHEREOF, this lease is executed as of the day and year above written.

WITNESSES:

*[Handwritten signature]*

*Maude Blann*  
Maude Blann (Seal)  
(Fed. I.D. No. ....)

*Marjorie L. Tolan*  
Marjorie L. Tolan (Seal)  
(Fed. I.D. No. ....)

*Enos A. Tolan*  
Enos A. Tolan (Seal)  
(Fed. I.D. No. ....)

STATE OF INDIANA  
COUNTY OF KNOX

ACKNOWLEDGEMENTS FOR NATURAL PERSONS

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Maude Blann, a widow an not since remarried, Marjorie L. Tolan and Enos A. Tolan, her husband personally known to me to be the same person... whose name... is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth (including the release and waiver of the right of homestead.)

GIVEN under my hand and official seal this 8th. day of October, A.D. - 1977

My Commission expires January 7, 1981  
*Antone D. Falletti*  
Notary Public  
*ANTONE D. FALLETTI*

STATE OF  
COUNTY OF

ACKNOWLEDGMENTS FOR NATURAL PERSONS

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that personally known to me to be the same person... whose name... is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth (including the release and waiver of the right of homestead.)

GIVEN under my hand and official seal this day of A.D. -

My Commission expires:  
Notary Public  
This form prepared by Address

Part of Lots 4 and 5, and the NE $\frac{1}{4}$  SW $\frac{1}{4}$  in Section 27, and part of Location 298, all in Township 5 North, Range 10 West, bounded and described as follows: Beginning at a stone, the SW/corner of said NE $\frac{1}{4}$  SW $\frac{1}{4}$ ; thence East 39.60 chains to a stone in the road; thence North 5 degrees 30 minutes E 9.30 chains to a stone; thence N 13 degrees 30 minutes E 10.25 chains to a stone; thence N 1 degrees and 45 minutes E 5.21 chains to a stone; thence W 43.19 chains; thence S 24.32 chains to the place of beginning, cont. 99 acres, more or less.

*Farm  
D-II*

ALSO: part of Lots 1 and 4 of Fractional Section 27, and Location 298, Township 5 North, Range 10 West, bounded and described as follows; Beginning at a stone 4.58 chains S of NW/corner of said Lot #1; thence S 32.14 chains to a stone; thence E 43.19 chains to a stone in the road; thence N 1 degree W 12.57 chains to a stone; thence N 1 degree and 45 minutes E 4.54 chains to a stone; thence N 6 1/2 degrees W 15.07 chains to a stone; thence W 41.30 chains to the POB, cont. 135 ac. more or less.

*Farm  
D-I*

ALSO: Lot #3 of fractional Section 27, Township 5 North, Range 10 West, containing 40.50 acres more or less.

*Farm  
D-I*

ALSO: part of Location # 298, part of Location #303 and part of Lots #4 and 5 in Fractional Section # 27, Township 5 North, Range 10 West, bounded and described as follows: Beginning at a point which is S 76.2 rods and W 36.48 rods from the NE/corner of Location #298 (said point being also 130 rods N of the SW/corner of a 442.4 acre tract conveyed by Hester Blann, et al, to the United States of America, Jan. 5, 1943, and recorded in Deed Record 103, page 249 in Knox County, Recorder's office) thence W 9.06 chains to a stone in the road; thence S one degree E along road 12.57 chains to a stone; thence S one degree 45 minutes W 9.75 chains to a stone; thence S 13 degrees 30 minutes W 2.72 chains to a stone; thence S 13 degrees 30 minutes W 7.54 chains to a stone; thence E in the Road 8.77 chains to a point; thence N one degree W 7.15 chains to a point; thence W 2.70 chains to a corner fence post; thence N 4 degrees 20 minutes W 3.38 chains to a wood hub; thence E 3.41 chains to a wood hub; thence N 4.07 chains to a 30 inch Locust tree; thence W 0.66 chains to a wood hub; thence N 2.73 chains to a wood hub; thence E 3.31 chains to a wood hub in the fence line which is the W line of above mentioned U. S. A. property; thence N 15.17 chains along said U. S. A. fence line to place of beginning, cont. 22.30 acres, more or less.

*Farm  
D*

Received for Record the ... day  
of Oct. 1977 A. D. at 10 o'clock  
o'clock a.m. and recorded in  
Record 735 Page 994

*Marvin C. Westfeld*

Recorder Knox County, Ind.

Recording Fee \$ 4.50

RECORDED THE 27th DAY OF Oct 1977 AT 10 O'CLOCK a.m.

*Marvin C. Westfeld*

R.R.C.

OIL AND GAS LEASE

Form D #20 046 146 337

AGREEMENT, Made and entered into this

7 day of July 19 81

by and betw een Enos Tolan and Marjorie Tolan, husband and wife;

party of the first part, hereinafter called lessor (whether one or more) and Lester D. Moore

5011 Washington, Ave. Evansville, Ind. 47715

party of the second part, hereinafter called lessee.

WITNESSETH, That the lessor, for and in consideration of Ten Dollars and O.V.C. DOLLARS (\$10.00 & O.V.C. each in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said lessee, its successors and assigns, the land hereinafter described, with exclusive rights in such connection for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casing-head gas, casing-head gasoline, and the exclusive right of injecting water, brine and other fluids into subsurface strata, on said lands or in conjunction with adjacent lands, or for secondary recovery of oil and gas, in such manner as lessee may deem proper and convenient, and on account of benefits which may be derived from secondary recovery methods, and the exclusive right of injecting water, brine and other fluids into subsurface strata, on said lands or in conjunction with adjacent lands, or for secondary recovery of oil and gas, in such manner as lessee may deem proper and convenient, with rights of way and easements for laying pipe lines, tele- phone and telegraph lines, tanks, power houses, stations, gasoline plants, ponds and roadways and fixtures for producing, treating and curing for such products and housing and boarding employees and any and all other rights privileges necessary, incident to, or convenient for the economical operation alone or conjointly with neighboring land, on said land for the production of oil, gas, casing-head gas, casing-head gasoline, and erection of structure thereon to produce, save and take care of said products and the injecting of water, brine and other fluids into subsurface strata. All that certain tract of land situated in the County of Knox State of Indiana described as follows, to-wit:

For complete description see Exhibit A attached hereto;

It being intended hereby to include herein all lands and interests therein contiguous to or appurtenant to said described lands owned or claimed by lessor.

It is agreed that this lease shall remain in force for a term of One Year from this date and as long thereafter as oil, gas, casing-head gas, casing-head gasoline or any of them is produced from said leased premises or operations for drilling are continued as hereinafter provided, or operations are effect only as to well or wells so used and the ten acres contiguous thereto. Provided, however, that for injection purposes this lease shall continue in full force and in consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price of oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. To pay lessor one-eighth, at the market price at the well for the gas so used, for the gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casing-head gas, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor. When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn on said premises, without the written consent of the lessor. Lessee shall pay for damage caused by its operation to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil and gas, or either of them, be found in paying quantities, this lease shall continue and be in force with full effect as if such well had been completed within the term of years herein first mentioned.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof, and it is hereby agreed in the event this lease shall be assigned, in part or parts of the above described lands and the assignee or assignees of such parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rental.

If the leased premises are now, or shall hereafter be, owned in severally or in separate tracts, the premises nevertheless shall be developed and operated as one acre owned by each such separate owner bears to the entire leased acreage: Provided, however, if the leased premises consist of two or more non-abutting tracts, this paragraph shall apply separately to each such non-abutting tract, and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease, this paragraph shall be inoperative as to such portion so consolidated.

Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgment of lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit as pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Provided, lessee shall be under no obligation whatsoever, express or implied, to drill more than one well to each such unitized tract, regardless of when, where or by whom offset wells may be drilled.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands. In the event of default of payment by lessor, and be subrogated to the rights of due the lessor under the terms of this lease.

The undersigned lessors, for themselves and their heirs, successors, and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, insofar as said right of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

All express or implied covenants of this lease shall be subject to all Federal and State Laws and to all executive orders, rules or regulations of State and Federal authorities, and this lease shall not be terminated, in whole or in part, nor lessee held liable for any failure to perform thereunder if such failure is due to or is the result of any such law, order, rule or regulation.

IN WITNESS WHEREOF WE SIGN, the date first above written.

Enos Tolan (SEAL)
Marjorie Tolan (SEAL)

Marjorie Tolan (SEAL)
Enos Tolan (SEAL)

No. \_\_\_\_\_

# Oil and Gas Lease

FROM \_\_\_\_\_

TO \_\_\_\_\_

Date \_\_\_\_\_ 19 \_\_\_\_\_

Lot \_\_\_\_\_ Block \_\_\_\_\_ Addition \_\_\_\_\_

Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_

No. Acres \_\_\_\_\_

County \_\_\_\_\_

STATE OF \_\_\_\_\_ } SS.

COUNTY OF \_\_\_\_\_ } SS.

This instrument was filed for record on the \_\_\_\_\_

day of \_\_\_\_\_ 19 \_\_\_\_\_ at \_\_\_\_\_

o'clock \_\_\_\_\_ M., and duly recorded in book \_\_\_\_\_

Page \_\_\_\_\_ of the records of this office

Register of Deeds.

By \_\_\_\_\_ Deputy.

When Recorded  
Return to \_\_\_\_\_

338

STATE OF Indiana  
Knox COUNTY. } SS.

### ACKNOWLEDGMENT

I, Dennis R. Baker, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Enos Tolan and Marjorie Tolan, husband and wife;

personally known to me to be the same persons whose names \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand and Seal, this \_\_\_\_\_ day of July, 1981

My commission expires June 4 1985

Dennis R. Baker  
Notary Public.  
I reside in Vanderburgh County

STATE OF \_\_\_\_\_ } SS.  
\_\_\_\_\_ COUNTY. }

### ACKNOWLEDGMENT

I, \_\_\_\_\_, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered the said instrument as \_\_\_\_\_ free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand and Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

My commission expires \_\_\_\_\_

Notary Public.

STATE OF \_\_\_\_\_ } SS.  
\_\_\_\_\_ COUNTY. }

### ACKNOWLEDGMENT

I, \_\_\_\_\_, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered the said instrument as \_\_\_\_\_ free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

Given under my hand and Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

My commission expires \_\_\_\_\_

Notary Public.

STATE OF \_\_\_\_\_ } SS.  
\_\_\_\_\_ COUNTY. }

### FORM FOR CORPORATION

I, \_\_\_\_\_, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

\_\_\_\_\_ to me personally known as the president (or other officer) of \_\_\_\_\_ and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged his signing, sealing and delivering the said instrument as the free and voluntary act of said \_\_\_\_\_ (name of corporation) for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

My commission expires \_\_\_\_\_

Notary Public.

Exhibit A

Farm D

II

An undivided one-half ( $\frac{1}{2}$ ) interest in and to the following described real estate, to-wit:  
 Part of location Number two hundred ninety-eight (298), Part of location number three hundred three (303), and part of lots Number Four (4) and Five (5), in fractional section number Twenty-Seven (27), in Township Five (5) North, Range Ten (10) West, Knox County, Indiana, bounded and described as follows; Beginning at a point which is South 76.2 rods and West 36.48 rods from the Northeast corner of location No. 298 ( said point being also 130 rods North of the Southwest corner of 442.4 acre tract conveyed by Hester Blann, et al, to the United States of America Jan. 5, 1943, and recorded in Deed Record 103, Page 249, in Knox County, Recorder's Office ) thence West 9.05 chains to a stone in the road; thence South one degrees East along road 12.57 chains to a stone; thence South one degrees 45 minutes West 9.75 chains to a stone; thence South thirteen degrees 30 minutes West 2.72 chains to a stone; thence South thirteen degrees 30 minutes West 7.54 chains to a stone; thence East in the road 8.77 chains to a point; thence North one degree West 7.15 chains to a point; thence West 2.70 chains to a corner fence post; thence North four degrees 20 minutes West 3.38 chains to a wood hub; thence East 3.41 chains to a wood hub; thence North 4.07 chains to a 30 inch locust tree; thence West 0.66 chains to a wood hub; thence North 2.73 chains to a wood hub; thence East 3.31 chains to a wood hub in the fence line which is the West line of above mentioned U.S.A. property; thence North 15.17 chains along said U.S.A. fence line to place of beginning, containing 22.3 acres, more or less.

E I

RECORDED July 27 1941 AT 1:45 P M. George D. Johnson  
Old BOOK 146 PAGE 337 Fee \$ 4.50 R.K.C.

2739

# OIL AND GAS LEASE

OIL DISCOVERIES INC.  
4265 Lock Highland Pass  
Roswell, GA 30075

#21 OFG 156  
725  
Farm B

AGREEMENT, made and entered into this 17th day of JULY A.D. 1982  
by and between ENOS A. TOJAN AND MARJORIE L. TOJAN (HUSBAND AND WIFE)

of FOX 175 QUINCY, INDIANA 47561 party of the first part, hereinafter called Lessor (whether one or more),  
and OIL DISCOVERIES, INC., QUINCY, ILL. 62422 party of the second part, hereinafter called Lessee;

1. WITNESSETH: That the Lessor, in consideration of the sum of One Dollar, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby grant unto the Lessee all of the oil and gas and all of the constituents of either in and under the land hereinafter described, together with the exclusive right to drill for, produce and market oil and gas and their constituents and of storing gas of any kind in any formation underlying the land, and also the right to enter thereon at all times for the purpose of drilling and operating for oil, gas and water, laying pipe lines, erecting tanks, machinery, powers and structures, and to possess, use, and occupy so much of said premises as is necessary and convenient for said purposes and to convey

(Handwritten initials)

the above named products therefrom or thereto by pipe lines or otherwise; said land being situate in District Township, County of TIOGA State of INDIANA, and described as follows, to wit: Bounded on the ... FT. E. 1/4 ... N. 1/4 ... SECTION 9 ... S. 1/4 ...

Containing 58.50 acres, more or less and being the same land conveyed to Lessor by recorded in said county records in Book No. 158 Page 370

2. It is agreed that this lease shall remain in force for a primary term of 2 years from this date and as long thereafter as operations for oil or gas are being conducted on the premises, or oil or gas is found in paying quantities thereon, or any formation underlying the herein leased land is used for storage of gas as provided under paragraph 7 hereof.

3. The Lessee shall deliver to the credit of the Lessor free of cost, in the pipe line to which he may connect his wells, the equal on-eighth (1/8) part of all oil produced and saved from the leased premises, and shall pay Lessor 1/8 PART OF 8/8

for all gas and casing head gas produced and sold from the premises, payable monthly; provided, Lessee shall pay Lessor a royalty at the rate of Fifty Dollars per year on each gas well while, through lack of market, gas therefrom is not sold or used off the premises, and while said royalty is so paid said well shall be held to be a paying well under paragraph 2 hereof.

4. The Lessee shall commence operations for a well on the premises on or before 17 JULY, 1982, unless Lessee pays thereafter a rental of ONE DOLLAR PER ACRE for each 12 months that operations are delayed from the time above mentioned. The consideration first recited herein, the down payment, shall cover not only the privilege granted to the date when first said rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid, and any and all other rights conferred. The drilling of a non-productive well shall be accepted by the Lessor in lieu of delay rental for a period of one year after its completion, and following the exhaustion or abandonment of all wells the Lessee shall have the right for a period of one year to resume the payment of delay rental or commence operations for another well. Upon the resumption of payment of rentals the provisions hereof governing such payment and the effect thereof shall continue in force as though they had not been interrupted.

5. All moneys coming due hereunder shall be paid or tendered to ENOS AND MARJORIE TOJAN direct, or by check payable to his (or her) order mailed to SECURITY BANK, P. TRUST, CANTON, ILL. 62561 and no default shall be declared against the Lessee by the Lessor for failure of the Lessee to make any payment or perform any conditions provided for herein unless the Lessee shall refuse or neglect to pay or perform the same for ten days after having received written notice by registered mail from the Lessor of his intention to declare such default.

6. Lessor reserves 200,000 cubic feet of gas per annum for domestic use, to be taken through his own appliances at any producing gas well, and agrees to pay Lessee a fair domestic rate for any gas used in excess thereof. Lessor further covenants and agrees that his taking and use of gas shall be wholly at his own risk, the Lessee not to be held liable for any accident or damage caused thereby, nor shall Lessee be liable for any shortage or failure in the supply of gas for said domestic use.

7. Lessee shall have the right to use any formation underlying the leased premises for the storage of gas and shall have all rights and rights-of-way necessary to store and produce such stored gas. As full payment for such storage rights, the Lessee shall pay to the Lessor a rental at the rate of ONE DOLLAR per acre per year, while the premises are so used, and so long as the storage payment is made, all provisions of this lease shall remain in full effect.

8. Lessor further grants to the Lessee, his heirs and assigns the right to unitize this lease with other leases to from a drilling unit or units according to the rules and regulations which may be adopted for the proper development and conservation of the field. In the event this lease is so unitized, the Lessor agrees to accept, in lieu of the royalty hereinbefore recited, such proportion of the royalty above provided, as the acreage covered by this lease bears to the total acreage comprising the unit.

9. If said Lessor owns a less interest in the above described land than the undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the Lessor only in the proportion which his interest bears to the whole and undivided fee.

10. No well may be drilled nearer than 200 feet to the house or barn now on said premises without the written consent of Lessor. Lessee shall have and enjoy all rights and privileges necessary and convenient for the proper use and development of this lease, and shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of Lessor. Lessee shall also have the right at any time to remove all or any part of the machinery, fixtures or structures placed on said premises, including the right to draw and remove casing. Lessee shall pay for damages caused by its operations to growing crops on said lands, and, when requested by Lessor, shall bury its pipe lines below plow depth.

11. The interest or estate of either party hereto may be assigned, the privilege of assigning in whole or in part being expressly allowed. In event this lease shall be assigned as to any part or parts of the above described land and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which the said Lessee or any assignee thereof shall make due payment of said rental. No change of ownership in the land or in the rentals or royalties shall be binding on the Lessee until after notice to the Lessee and it has been furnished with a written transfer or assignment or a certified copy thereof.

12. At any time, Lessee, its successors or assigns, shall have the right to surrender this lease or any part thereof for cancelation, after which all payments and liabilities hereunder thereafter shall cease and determine, and if the whole is surrendered, then this lease shall become absolutely null and void. This surrender may be made to the Lessor, or if more than one Lessor, then to any one of them, or to the heirs or assigns of any one of them by delivery of a duly executed surrender thereof in person or by mail addressed to the post office address of such person, or by recording a duly executed surrender thereof in the Recorder's Office of the County in which the land is located.

13. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee at its option may pay, discharge or redeem any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying any royalty or rentals accruing hereunder to the discharge of any such taxes, mortgages or other liens.

14. It is expressly agreed that if the Lessee shall commence drilling operations at any time while this lease is in force, it shall remain in force and its terms continue so long as such operations are prosecuted, and if production results therefrom, then as long as production continues. If after the expiration of the term of this lease production from the leased premises shall cease from any cause, this lease shall not terminate provided Lessee resumes operations within sixty days from such cessation, and this lease shall remain in force during the prosecution of such operations, and, if productions results therefrom, then as long as oil or gas is produced in paying quantities.

15. This lease embodies the entire contract and agreement between Lessor and Lessee, and no warranties, representations, promises or inducements not herein expressed have been made or relied upon by either party. The terms, conditions and stipulations hereof shall extend to the respective heirs, executors, administrators, successors and assigns of the parties hereto.

.....  
.....

Witness the hands and seals of the parties hereto the day and year first above written.

WITNESS:

.....  
.....  
.....  
.....  
.....  
.....  
.....

*Ernest A. Tolaw* (SEAL)  
*Maylene K. Tolaw* (SEAL)  
..... (SEAL)  
..... (SEAL)  
..... (SEAL)  
..... (SEAL)  
..... (SEAL)

TENNESSEE ACKNOWLEDGEMENT

State of Tennessee }  
County of ..... } To-wit:

I, ..... a Notary Public of said County, do hereby certify that .....  
whose name ..... signed to the within writing bearing date the ..... day of ..... 19.....  
ha ..... this day acknowledged the same before me in my said County.  
Given under my hand this ..... day of ..... 19.....

Notary Public

My Commissions expires .....

ACKNOWLEDGMENT

State of INDIANA }  
County of KNOX } To-wit

I, *Robert M. Cook*, a Notary Public of said County, do hereby certify that.....  
whose name ..... signed to the within writing bearing date the ..... day of ..... 19.....  
ha ..... this day acknowledged the same before me in my said County.  
Given under by hand this ..... day of ..... 19.....

Notary Public

My Commission expires *Oct 13 1984*

ACKNOWLEDGMENT

STATE OF ..... }  
County of ..... } SS.

Before me, a Notary Public in and for said County, personally appeared the above named .....  
..... who acknowledged  
that ..... he ..... did sign the foregoing instrument, and that the same is ..... free act and deed.  
In testimony whereof I have hereunto subscribed my name at ..... this  
..... day of ..... 19.....

My Commission expires .....

*George P. Johnson*  
Notary Public

RECORDED *Aug 2* 1982 AT *1:45 P.M.* Fee \$*7.00*  
*Oil & Gas* BOOK *150* PAGE *725*

Oil and Gas Lease  
To  
Date ..... 19.....  
Acres .....  
Location .....  
County ..... State .....  
Term .....  
Recording Data

## EASEMENT FOR RIGHT-OF-WAY

THIS INDENTURE WITNESSETH, that Enos Tolan of Knox County, State of Indiana, (hereinafter called "Grantor"), whether one or more, for and in consideration of the sum of One Dollar (\$1.00), and other consideration herein specified receipt and sufficiency of which is hereby acknowledged and the balance of which is payable by the Grantee in the manner hereinafter set forth, do hereby GRANT, CONVEY AND WARRANT to CONTEL OF INDIANA, INC., an Indiana Corporation, its successors and assigns (hereinabove and hereinafter referred to as "Grantee"), a perpetual right-of-way and easement with the right, power, privilege and authority to construct, inspect, maintain, operate, repair, and remove telephone transmission lines underground, along, and through the real estate as hereinafter described, together with the right of ingress and egress over the lands of Grantor to and from said line or lines in the exercise of the rights and privileges hereby granted; provided, however, that in the exercise of such rights of ingress and egress the Grantee will, whenever practicable to do so, use regularly established highways or farm roads or other access routes reasonably designated by Grantor.

The Grantee agrees to bury any underground cable so that the same will not interfere with the cultivation of said land and to backfill any cable trench to the grade level existing prior to the installation of any wire. Grantee further agrees that no appurtenance to any cable constructed shall extend above the grade level of said land after the construction and installation of said cable without the written consent of Grantor. Subject to the rights of the Grantee herein set forth, Grantor reserves the right to cultivate or otherwise use the land included within said right of way and easement, but Grantor shall not erect or maintain any buildings, improvements or other structures, either of a permanent or temporary nature, in the area of said right-of-way and easement except fences, existing buildings and structures, and roadways extending across said right-of-way and easement approximately perpendicular thereto.

The right-of-way and easement hereby conveyed is six (6) feet in width on each side of the centerline hereinafter specified and extends over and across the following described real estate situated in Knox County, State of Indiana, to-wit:

A 12.00 foot easement for the purpose of a buried telephone cable under and across the land of Enos Tolan, being in Sections 9 and 10, T5N, R9W, Busseron Twp, Knox County, Indiana. The centerline of said easement being described as follows: Beginning 21.0 feet North and 713 feet West of the Southeast corner of said Section 9; thence East 2035 feet. Also, beginning 21.0 feet South and 425 feet West of the Northeast corner of the Northwest 1/4 of Section 15; thence East 425 feet. Total centerline easement distance being 2460 feet.

The reasonable amount of damages to soil, crops, gates, drains or fences of Grantor or Grantor's tenants occasioned by and during the construction of said transmission line or lines or by the subsequent acts of Grantee, its agents or employees, in the use and enjoyment of said right-of-way and easement shall be promptly paid by Grantee provided that claim for such damages, if any, shall be filed in writing with Grantee within thirty (30) days after the occurrence of any such damage and no action shall be commenced with respect to any claim on account of any such damages which is not so filed.

This indenture is subject to the limitation that the right-of-way and easement hereby granted to the Grantee shall cease and terminate if the Grantee does not within one hundred twenty (120) days from and after the date that said cable for transmission line or lines is completed as set forth hereinabove, pay the balance of the above and below designated consideration, or fail to make any payments when the same shall come due as outlined hereinabove, to the Grantor named below who is hereby designated as agent to receive and receipt for the same, which payment may be made by depositing Grantee's check in said amount in the United States mail addressed to said Grantor at the address designated below or by mailing said check to the Bank named below for deposit to the credit of said Grantor. In case the Grantee fails to make such payment it shall, upon request, execute and deliver unto Grantor a recordable release of the easement and right-of-way hereby granted. A transfer of all or any part of said real estate prior to the making of such payment shall include (whether or not specified) the right to receive the whole or a proportionate part (as the case may be) of such balance of said consideration, but Grantee shall be fully protected in making payment to or for the account of said agent, whether or not it has notice of any such transfer.



APR 18 2006 \* 2740

# 7.3  
Fennell

MEMORANDUM OF COAL MINING LEASE  
(Oaktown)

This Memorandum of Coal Mining Lease is made and entered into as of this 17<sup>th</sup> day of April, 2006, by and between **TEMPLETON COAL COMPANY, INC.**, an Indiana corporation ("Lessor") and **VECTREN FUELS, INC.**, an Indiana corporation ("Lessee").

WITNESSETH; That

On April 17, 2006, for valuable consideration, the receipt, adequacy and sufficiency of which Lessor hereby acknowledges, Lessor and Lessee entered into that certain Coal Mining Lease (the "Lease"), whereby Lessor leased to Lessee all of the coal in the No. V Seam (the "Applicable Seam") in, on and underlying the following described real estate situated in Knox County, Indiana, to-wit:

See Exhibit A attached hereto and made a part of this document,

**Together with** all right, title and interest of Lessor in and to the surface and subsurface overlying such coal or otherwise contained in the Reserve Area (as defined below) more whether held by deed, express or implied grant or reservation or otherwise. It is intended that the Lease shall lease, grant, demise and let unto Lessee, its successors and assigns all of the rights and interests of Lessor in the Applicable Seam and the surface and subsurface above the Applicable Seam held by Lessor within the area described on Exhibit B attached hereto and made a part of this document (the "Reserve Area"), whether or not listed in Exhibit A.

The Lease shall remain in force for an initial term (the "Initial Term") of three (3) years from the date hereof, which Initial Term may be extended for an additional two (2) years (the "First Extension"). Prior to the expiration of the First Extension, the Initial Term may be further extended annually at the option of Lessee for up to three (3) additional annual extensions. The Lease shall continue after the Initial Term, including all extensions thereof, if any, for a secondary term of so long thereafter as coal is being mined, removed and sold from the Leased Premises or from other lands located in the Reserve Area or mined in conjunction with mining in the Reserve Area, by or on behalf of Lessee, its successors or assigns.

This Memorandum of Coal Mining Lease is subject to the terms, conditions and restrictions contained in the Lease. It is understood and agreed by and between Lessor and Lessee that this Memorandum of Coal Mining Lease is a short form only of the Lease executed for the purpose of causing the same to be recorded in the Office of the Recorder of Knox County,


Indiana, and this Memorandum of Coal Mining Lease shall not in any way enlarge upon, restrict or otherwise affect the terms and provisions of the Lease.

Notice is hereby given that Lessor's rights to development of retained mineral and other property interests, including but not limited to oil, gas and coalbed methane, is subject to and limited by the terms of the Lease.

IN WITNESS WHEREOF, this Memorandum of Coal Mining Lease has been executed as of the date first above written.


**LESSEE:**

**VECTREN FUELS, INC.**

By:   
Name: Randy J. Beck  
Its: President

**LESSOR:**

**TEMPLETON COAL COMPANY, INC.**

By:   
Name: THOMAS E. TEMPLETON  
Its: PRESIDENT

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Vigo )

Before me, a Notary Public in and for said County and State, personally appeared Randy J. Beck, as President of Vectren Fuels, Inc., an Indiana corporation, who acknowledged execution of the foregoing Memorandum of Coal Mining Lease for and on behalf of said corporation.

WITNESS my hand and Notarial Seal this 17 day of April, 2006.

Suzanne E. Allen  
Signature of Notary Public

Suzanne E. Allen  
Printed Name of Notary Public

Vigo  
County of Residence of Notary Public

My Commission Expires:  
Feb 4, 2008

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Vigo )

Before me, a Notary Public in and for said County and State, personally appeared Thomas E. Templeton as President of Templeton Coal Company, Inc., an Indiana corporation, who acknowledged execution of the foregoing Memorandum of Coal Mining Lease for and on behalf of said corporation.

WITNESS my hand and Notarial Seal this 17 day of April, 2006.

Suzanne E. Allen  
Signature of Notary Public

Suzanne E. Allen  
Printed Name of Notary Public

Vigo  
County of Residence of Notary Public

My Commission Expires:  
Feb 4, 2008

This instrument was prepared by Charles A. Compton, Attorney at Law, Ziemer, Stayman, Weitzel & Shoulders, LLP, 20 N. W. First Street, 9<sup>th</sup> Floor, Evansville, Indiana 47708.

EXHIBIT A  
LEGAL DESCRIPTIONS

TRACT 1

The Southwest Quarter of the Northwest Fractions Quarter of Fraction Section Twenty-four (24), Township Five (5) North, Range Ten (10) West, containing 40 acres, more or less.

Situated in Busseron Township, Knox County, Indiana.

TRACT 2

The Southeast Quarter of the Northeast Quarter of Section Twenty-three (23); AND the Southwest Quarter of the Northeast Quarter of Section Twenty-three (23); all in Township Five (5) North, Range Ten (10) West and containing Eighty (80) acres, more or less.

Situated in Busseron Township, Knox County, Indiana.

TRACT 3

Northwest Quarter of Section Twenty-three (23), Township Five (5) North, Range Ten (10) West, containing One Hundred Sixty (160) acres, more or less.

Situated in Busseron Township, Knox County, Indiana.

TRACT 4

Part of the south half of Fractional Section Eighteen (18), Township Five (5) North, Range Nine (9) West, bounded and described as follows: Beginning at the southeast corner of said Fractional Section 18; running thence in a southwest direction on the line of the Evansville and Terre Haute Gravel Road a distance of seventy-five (75) rods; thence north forty-six (46) rods and eight (8) feet; thence east fifty-nine (59) rods and two (2) feet to the beginning, containing 8.60 acres.

Situated in Busseron Township, Knox County, Indiana.

TRACT 5

Parcel No. One:

Part of Donation Number Two Hundred Ten (210) Township Five (5) north, Range Nine (9) west, bounded and described as follows:- Beginning at a stone the south corner of said Donation No. 210; thence north 38-3/4 degrees west along the southwest line of said Donation No. 210, a distance of 20.50 chains to a stone; thence north 51-1/4 degrees east 18.05 chains to a stake; thence south 38-3/4 degrees east 20.50 chains to a stake in the center line of a public highway on the southeast line of said Donation No. 210; thence south 51-1/4 degrees west along the center line of said highway and along said southeast line 18.05 chains to the place of beginning, containing 37 acres, more or less.

Parcel No. Two:

Part of Donation Two Hundred Ten (210), Township Five (5) north, Ranges nine (9) and ten (10) west, bounded as follows: Beginning at a stone on line between said Donation 210 and Donation 218 in said township and range, 20.03 chains north 51-1/4 degrees east from the south corner of said Donation No. 210; thence north 38-3/4 degrees west 20.50 chains to a stone; thence north 51-1/4 degrees east 12.02 chains to a stone; thence south 38-3/4 degrees east 20.50 chains to a stone; thence south 51-1/4 degrees west 12.02 chains to the beginning, containing 24.64 acres.

Parcel No. Three:

Part of Donation Two Hundred Ten (210), Township Five north, Range Nine (9) and Ten (10) west, bounded as follows: Beginning at a stone on line between Donations 210 and 218 in said township and range 32.05 chains north 51 1/4 degrees east from the south corner of said Donation 210; thence north 51-1/4 degrees east 6.15 chains to Location 183; thence north 38-3/4 degrees west 37.67 chains; thence south 51-1/4 degrees west 19.67 chains; thence south 38-3/4 degrees east 17.14 chains; thence north 51-1/4 degrees east 13 chains to a stone; thence south 38-3/4 degrees east 20.50 chains to the beginning, containing 47.15 acres.

Parcel No. Four:

Part of Donation Two Hundred Ten (210), Township Five (5) north, Ranges Nine (9) and Ten (10) west, bounded and described as follows: Beginning at a stake in the center of a public highway on the southeast line of said Donation No. 210, 18.05 chains north 51 degrees 15 minutes east from a stone at the south corner of said Donation No. 210; thence north 38 degrees 45 minutes west 20.50 chains to a stake; thence north 51 degrees 15 minutes east 1.98 chains to a stone; thence south 38 degrees 45 minutes east 20.50 chains to the center line of said public highway, on the southeast line of said Donation No. 210; thence south 51 degrees 15 minutes west along said public highway, and donation line 1.98 chains to the place of beginning, containing 4.06 acres, more or less.

Parcel No. Five:

Part of Donation No. Two Hundred Eighteen (218) Township Five (5) north, Ranges Nine (9) and Ten (10) west, bounded and described as follows: Beginning at a stone, the west corner of said Donation No. 218, the same being in the center of a public highway; thence north 51 degrees 15 minutes east along the northwest line of said Donation No. 218 and along the center line of said public highway 37.28 chains to a stone; thence south 38 degrees 45 minutes east 17.30 chains to a stone; thence south 51 degrees 15 minutes west 16.96 chains to an old fence post; thence north 38 degrees 45 minutes west 0.25 chains to a stake; thence south 51 degrees 15 minutes west 20.32 chains to the center line of a public highway on the southwest line of said Donation No. 218; thence north 38 degrees 45 minutes west along the center line of said public highway and along said southwest line 17.05 chains to the place of beginning, containing 63.45 acres, more or less.

Situated in Busseron Township, Knox County, Indiana.

TRACT 6

Part of Donation Number Two Hundred Ten (210), Township Five (5) north, Range Ten (10) west, bounded as follows:-Beginning at a point on the northwest line of said Donation 210; distant 17.30 chains north 51-1/4 degrees east from the west corner thereof; thence north 51-1/4 degrees east 21 .85 chains; thence south 38-3/4 degrees east 18.30 chains; thence south 51-1/4 degrees west 21.95 chains; thence north 38-3/4 degrees west 18.30 chains to the beginning, containing 40 acres.

Also Lot three (3) of the east Fractional One-half of the southwest Fractional Quarter of Section Thirteen (13), Township five (5) north, Range Ten (10) west, containing 65 acres.

Containing in all 105 acres, more or less.

Situated in Busseron Township, Knox County, Indiana.

TRACT 7

Part of Lot One (1) of Fractional Section Twenty-four; and part of the northeast quarter of the northeast quarter of Section Twenty-three (23); and part of the southeast quarter of the southeast quarter of Section Fourteen (14); and part of Lots Four (4) and Five (5) of Section Thirteen (13); all in Township Five (5) north, Range Ten (10) west and taken together are bounded and described as follows:- Beginning at a point 19.39 chains north of an old stone set for the center of the northeast quarter of said Section Twenty-three (23); thence north 20.12 chains to a stake; thence east, variation 2 degrees, 21.31 chains to a stake; thence north 85 degrees 40 minutes east 20.43 chains to a stake; thence south 17.48 chains to a stake on the northwest line of Donation Two Hundred Ten (210); thence south 51-1/4 degrees west with said line, 4.65 chains to a stake; thence south 85 degrees 40 minutes west 16.98 chains to a stake; thence west 21.24 chains to the place of beginning, containing 83.45 acres more or less.

Also part of Lot One (1) of Fractional Section Twenty-four (24) ) Township Five (5) north, Range Ten (10) west, bounded and described as follows:- Beginning at the west corner of Donation 210; thence north 38-3/4 degrees west 14 rods to the line between the lands of Martha Curry, formerly Joseph Bond's, and Charles M. Bond; thence east on said line 25 rods to the northwest line of said Donation 210; thence south 51-1/4 degrees west with said Donation Line 20 rods 13 feet to the place of beginning, containing one-half acre, more or less.

Situated in Busseron Township, Knox County, Indiana.

TRACT 8

Part of the northeast quarter of the southeast quarter of Section Fourteen (14), Township Five (5) north, Range Ten (10) west,

Part of the southeast quarter of the southeast quarter of Section Fourteen (14) Township Five (5) north, Range Ten (10) west,

Also part of Lot Four (4) of Section Thirteen (13), Township Five (5) north, Range Ten (10) west,

Also part of Lot Five (5) of Section Thirteen (13) Township Five (5) north, Range Ten (10) west, taken together bounded and described as follows, to-wit: Beginning south 201 feet of the northeast corner of the northwest quarter of the southeast quarter of said Section 14; thence east 1411.5 feet to a stone on line between said Sections 13 and 14; thence north 87 degrees 6 minutes east 1343.0 feet; thence south 1326.5 feet; thence south 86 degrees 50 minutes west 1354.5 feet; thence west 1406.2 feet; thence north 1322.0 feet to the place of beginning, containing 83.744 acres.

Situated in Busseron Township, Knox County, Indiana.

#### TRACT 9

The southwest quarter of Section Fourteen (14), Township Five (5) north, Range Ten (10) west, bounded and described as follows:- Beginning at a stone at the quarter section corner on the west side of said Section Fourteen (14); thence north 89 degrees 07 minutes east 41.07 chains; thence south 0 degrees 07 minutes east 21.11 chains; thence south 0 degrees 13 minutes east 21.21 chains; thence south 89 degrees 26 minutes west 41.23 chains; thence north 42.01 chains to the place of beginning, containing 173.35 acres, more or less.

Situated in Busseron Township, Knox County, Indiana.

#### TRACT 10

Northwest quarter of the Southeast quarter of Section Fourteen (14) Township Five (5) north of Range Ten (10) west, bounded and described as follows: Beginning at the northeast corner of the northwest quarter of the southeast quarter of said Section, Township and Range; thence west 1366 feet to the northwest corner of northwest quarter of the southeast quarter; thence south 1393 feet to the southwest corner of said quarter quarter section; thence east 1355.3 feet to the southeast corner of said quarter quarter section; thence north 1388.3 feet to the place of beginning, containing 42.348 acres.

Situated in Busseron Township, Knox County, Indiana.

#### TRACT 11

Part of Lot No. 3 Fractional Section No. 24, Township No. 5 north, Range 10 west of the Second Principal Meridian, bounded and described as follows; Beginning at a stone the southwest corner of Lot No. 3; thence north 89 degrees 45 minutes east 20.62 chains; thence north 0 degrees 15 minutes east 17.76 chains to the center of a gravel road, thence along the center of the gravel road, south 87 degrees 0 minutes west 8.83 chains, thence south 88 degree 35 minutes west 11.79 chains, thence south 0 degrees 15 minutes west 17.11 chains to the place of beginning, containing 35.79 acres.

Also, the southwest quarter of the southwest quarter of Fractional Section No. 24, Township No. 5 north, of Range No. 10 west of the Second Principal Meridian, bounded and described as

follows: Beginning at a stone the northeast corner of the southwest quarter of the southwest quarter above Section, Township and Range, thence south 20.50 chains thence west 20.74 chains, thence north 20.44 chains, thence north 89 degrees 15 minutes east 20.82 chains to the place of beginning, and containing 42.54 acres.

Situated in the Township of Busseron, County of Knox, State of Indiana.

#### TRACT 12

Part of Lots two (2) and three (3) of Fractional Section Twenty-four (24) in Township Five (5) north of Range Ten (10) west, bounded and described as follows:- Beginning at the northeast corner of said Lot No. 2, thence west 4.70 chains to a stake; thence south 23.30 chains to a stake in the road; thence east 22.17 chains to the southwest line of Donation 210; thence north 38-3/4 degrees west 28.61 chains to the place of beginning, containing 32 acres more or less.

Also part of Donation Two Hundred Ten (210) in Township Five (5) north of Range Ten (10) west, bounded and described as follows: Beginning at a point on the southwest line of said Donation 210, 27.47 chains south 38-3/4 degrees east of the west corner of said Donation 210; thence north 51-1/4 degrees east 39.15 chains; thence south 38-3/4 degrees east 21.94 chains; thence south 51-1/4 degrees west 24 chains; thence north 38-3/4 degrees west 5.10 chains; thence south 51-1/4 degrees west 15.06 chains to the southwest line of said donation; thence north 38-3/4 degrees west 17.32 chains to the place of beginning, containing 77.50 acres more or less.

Also part of Donation Two Hundred Ten (210) in Township Five (5) north of Range Ten (10) west, bounded and described as follows; Beginning at a point on the northeast line of said Donation 210, north 38-3/4 degrees west 25 chains of the north corner of Location 183; thence north 38-3/4 degrees west along said northeast donation line 27.38 chains to the north corner of said Donation 210; thence south 51-1/4 degrees west 15 chains; thence south 38-3/4 degrees east 27.42 chains; thence north 51-1/4 degrees east 15 chains to the place of beginning, containing 41 acres, more or less, excepting therefrom three (3) acres out of the north corner of said above described real estate, leaving herein containing 38 acres, more or less.

Also part of Donation Two Hundred Ten (210), in Township Five (5) north, Range Ten (10) west, bounded and described as follows: Beginning at the west corner of said Donation 210; thence south 38-3/4 degrees east 27.47 chains; thence north 51-1/4 degrees east 39.15 chains; thence north 38-3/4 degrees west 9.15 chains; thence south 51-1/4 degrees west 21.85 chains; thence north 38-3/4 degrees west 18.32 chains; thence south 51-1/4 degrees west 17.30 chains to the place of beginning, containing 67.40 acres, more or less.

Situated in Busseron Township, Knox County, Indiana.

#### TRACT 13

Part of Donation Two Hundred Nineteen (219), Township Five (5) north, Range Nine (9) west, bounded and described as follows: Beginning 10 chains south 51-1/4 degrees west and 20.04 chains south 38-3/4 degrees east of a stone set for the north corner of said Donation 219; thence south 51-1/4 degrees west 7.08 chains; thence south 38-3/4 degrees east 4.78 chains; thence

north 51-1/4 degrees east 6.95 chains to the west line of the right of way of the Evansville and Terre Haute Railroad; thence in a northerly direction along said right of way 15 links; thence north 38-3/4 degrees west 4.69 chains to the place of beginning, containing 3.35 acres.

Situated in Busseron Township, Knox County, Indiana.

#### TRACT 14

Part of Donation No. 219, Township 5 North, Range 9 West, described as follows, to-wit: Beginning on the East side of the right of way of the Evansville and Terre Haute Railroad where the line dividing Donations No. 219 and 220 crosses said right of way; thence South on the east line of the right of way of said railroad 40 rods more or less to the road of H. J. Shepard; thence East 9 rods more or less to a stake where said road turns square to the North; thence North on the West side of said road 36 rods more or less to the donation line; thence Northwest on the donation line 33 rods more or less to the place of beginning, estimated to contain five (5) acres, more or less.

ALSO, Part of Donation No. 219 bounded as follows, to-wit: Beginning at a stone on the Northeast line of said Donation 28-20/100 chains South 38-3/4 degrees East from the North corner thereof (elm 8 degrees South. 14-1/2 degrees West 36 links); thence South 51-1/4 degrees West 8-70/100 chains to a stake; thence South 84-3/4 degrees East 12-30/100 chains to a stake the donation line; thence North 38-3/4 degrees West 8-47/100 chains on said line to the beginning, containing Three and 51/100 acres, more or less.

ALSO, commencing at a point on the E. & T.H.R.R. opposite the N.E. corner of tract of land heretofore conveyed by Hampton. Orndorff to H. J. Shepard in Donation No. 219; thence East 175 feet; thence North 575 feet; thence East 600 feet, the same being one rod in width, containing one-half (1/2) acre, more or less.

Situated in Busseron Township, Knox County, Indiana.

#### TRACT 15

The southwest quarter of the southeast quarter of Section Fourteen (14), Township Five (5) north, Range Ten (10) west, containing 40 acres.

Also, the northwest quarter of the northeast quarter of Section Twenty-three (23), Township Five (5) north, Range Ten (10) west, containing 40 acres.

Also part of Lot One (1) or the north half of the northwest Fractional Quarter of Fractional Section Twenty-four (24), Township Five (5) north, Range Ten (10) west, and part of the northeast quarter of the northeast quarter of Section Twenty-three (23), Township Five (5) north, Range Ten (10) west, bounded and described as follows: Beginning at a stone, the west corner of donation 210; thence running north 38-3/4 degrees west 5.02 chains to a post on the east bank of the lower Shaker Prairie Ditch; thence south 87-3/4 degrees west 10.80 chains to a post; thence north 89 degrees west 8.66 chains to a post; thence south 19.04 chains to a stake; thence east 35.18 chains to a line of said donation 210; thence north 38-3/4 degrees west along the donation line 20.96 chains to the place of beginning, containing 52 acres.

Situated in Busseron Township, Knox County, Indiana.

TRACT 16

Part of the northeast quarter of the northeast quarter of Section Twenty-three (23), Township Five (5) north, Range Ten (10) west, bounded and described as follows, to-wit: Commencing at a point at the southwest corner of said quarter quarter section, thence north along the west line of said quarter quarter section 75 rods; thence east parallel with the north line of said Section 23, fifty rods 12 feet; thence south parallel with the east line of said Section 23, 75 rods; thence west along the south line of said quarter quarter section 50 rods 12 feet to the place of beginning, containing 23.33 acres.

Situated in Busseron Township, Knox County, Indiana.

TRACT 17

The northwest quarter of the southwest quarter of Section Twenty-four (24), Township Five (5) north, Range Ten (10) west, containing 40 acres.

The northeast quarter of the southeast quarter of Section Twenty-three (23), Township Five (5) north, Range Ten (10) west, containing 40 acres.

Situated in Busseron Township, Knox County, Indiana.

TRACT 18

Part of Donation Lot Numbered Two Hundred Nineteen (219), Township Five (5) north, Range Nine (9) west, bounded and described as follows: Beginning at a point on the northwest line of said Donation Numbered Two Hundred Nineteen (219) distant 17.32 chains south 51-1/4 degrees west from the north corner thereof; thence south 51-1/4 degrees west 18 chains; thence south 38-3/4 degrees east 25 chains; thence north 51-1/4 degrees east 18 chains; thence north 38-3/4 degrees west 25 chains to the place of beginning, containing 45 acres, more or less.

Situated in Busseron Township, Knox County, Indiana.

TRACT 19

Part of Donation Two Hundred Nineteen (219) Township Five (5) north, Range Nine (9) west, bounded and described as follows: Beginning at the west corner of said Donation Two Hundred Nineteen (219); thence north 51-1/4 degrees east 15.43 chains to a stake; thence south 38-3/4 degrees east 17.53 chains to a stone; thence south 51-1/4 degrees west 15.40 chains to a stone; thence north 38-3/4 degrees west 17.68 chains to the beginning, containing 27.12 acres.

Situated in Busseron Township, Knox County, Indiana.

TRACT 20

Beginning on the northwest line of Donation 219 where the same intersects the new hard surface road; running thence in a southwesterly direction along the line of said Donation about 583 feet to where the same intersects a gravel road running in a southeasterly direction; thence along the

line of said gravel road in a southeasterly direction about 372 feet to a point where the same intersects the new hard surface road; thence in a northerly direction along the line of said new hard surface road about 700 feet to where the same intersects the Donation line and the place of beginning, being all the land owned by the grantor in Donation 219, lying between the 3 roads above mentioned and containing 2-1/2 acres, more or less.

Situated in Busseron Township, Knox County, Indiana.

#### TRACT 21

Part of Location No. 298 and Location 302, and parts of Lot No. 8 of Fractional Section 22, and Lot No. 1 of Section 27, all in Town 5 North, Range 10 West, bounded as follows:

Beginning at a stone the Southwest corner of said Lot No. 8; thence South 4.58 chains to a stone; thence East 41.30 chains to a stone in the road; thence North 6-1/2 degrees west 11.47 chains to a stone in the road; thence south 86 degrees west 7.85 chains to a post the corner; thence north 19-1/2 degrees West with the west line of Location 302, 6.42 chains to a stake; thence West 30 chains to a stake; thence South 12.40 chains to the place of beginning, containing 64.50 acres, more or less.

Also the South half of Lot No.7 in Fractional Section No. 22, in Town 5 North, Range 10 West, containing 20.50 acres, more or less.

Situated in Busseron Township, Knox County, Indiana.

#### TRACT 22

Part of Donation 220, Township Five (5) north, Range Nine (9) west, bounded and described as follows: Beginning at the east corner of Sunnyside Addition to Oaktown, Indiana, said beginning point being 968 feet south 38-3/4 degrees east from a stone at the north corner of said Donation 220; running thence south 38-3/4 degrees east 5.76 chains, thence south 51-1/4 degrees west 8.81 chains, thence north 68 1/4 degrees west 18.52 chains to the southeast line of Locust Street in Oaktown, thence north 51-1/4 degrees east along Locust Street 10.41 chains to the west corner of Sunnyside Addition; thence south 38-3/4 degrees east 380 feet to the south corner of said Sunnyside Addition; thence north 51-1/4 degrees east 510 feet to the place of beginning, containing 17.20 acres more or less.

Part of Donation 220, Township Five (5) north, Range Nine (9) west described as follows, to-wit: Beginning at the intersection of the east line of Locust Street and the south line of Hawk Lane in Oaktown, Knox County, Indiana, and running thence south 38 degrees 45 minutes east 380 feet; thence south 51 degrees 15 minutes west 510 feet; thence north 38 degrees 45 minutes west 380 feet; thence north 51 degrees 15 minutes east 510 feet to the place of beginning, containing in all 4-1/5 acres, more or less.

Situated in Busseron Township, Knox County, Indiana.

#### TRACT 23

Part of Donation 220, Township 5 north, Range 9 west, bounded and described as follows: Beginning 24.79 chains south 38-3/4 degrees east and 8.81 chains south 51-1/4 degrees west of a

stone at the north corner of said Donation 220; thence running south 51 degrees 07 minutes west 18.36 chains to a bolt at Frank J. Shepard's west corner; thence south 38-3/4 degrees east along said Shepard's southwest line 12.38 chains to a bolt at Horace J. Shepard's north corner; thence south 51 degrees 40 minutes west along said Horace J. Shepard's northwest line 23.18 chains to a stone on the southwest line of said Donation 220 at said Horace J. Shepard's west corner; thence north 38 degrees 25 minutes west along said southwest Donation line 11.94 chains to a stake; thence north 22 degrees east 36.10 to a fence post on the extended center line of Second Street in the town of Oaktown, Indiana; thence south 67 degrees 30 minutes east along said extended center line 0.72 chains to a bolt; thence south 65 degrees 40 minutes east 0.58 chains to the south corner of Shepard's Third Addition to Oaktown, on the southeast line of Locust Street; thence south 68-1/4 degrees east 18.52 chains to the place of beginning, containing 63.63 acres.

Situated in Busseron Township, Knox County, Indiana.

#### TRACT 24

Part of Donation Two Hundred Nineteen (219), Township Five (5) north, Range Ten (10) west, bounded and described as follows, to-wit:- Beginning at a stake in said Donation 219, distant 25.92 chains south 38-3/4 degrees east from the northwest boundary and 13.19 chains north 51-1/4 degrees east from the southwest boundary of said donation; thence south 38-3/4 degrees east 20.52 chains to the right of way of the Evansville and Terre Haute Railroad; thence north 7-1/2 degrees east 5.10 chains; thence curving to the right in a northeasterly direction with a radius of 11459 feet a distance of 21.02 chains; thence north 38-3/4 degrees west 1.56 chains to a stone; thence north 51-1/4 degrees east 2.19 chains to the right of way of the Evansville and Terre Haute Railroad; thence curving to the right in a northeasterly direction with a radius of 11459 feet with said right of way, a distance of 6.12 chains to a stake; thence north 38-3/4 degrees west 22-1/2 links; thence south 51-1/4 degrees west 6.64 chains to a stake, thence south 38-3/4 degrees east 68 links; thence south 51-1/4 degrees west 20.55 chains to the beginning, containing 25.50 acres.

Situated in Busseron Township, Knox County, Indiana.

#### TRACT 25

Part of Donation Two Hundred Eighteen (218), Township Five (5) north, Range Nine (9) west, bounded and described as follows: Beginning at a stone at the north corner of said Donation 218; thence south 51-1/4 degrees west 13.62 chains to a stone; thence south 38-3/4 degrees east 17.30 chains; thence north 51-1/4 degrees east 9.60 chains to the center of the Oaktown Road; thence north 7-1/2 degrees west with the center of said road 8.02 chains; thence north 38-3/4 degrees west 10.40 chains to the beginning, containing 22 acres.

Situated in Busseron Township, Knox County, Indiana.

#### TRACT 26

LOT NUMBER ONE (1) OR NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION TWENTY-TWO (22), TOWNSHIP FIVE (5) NORTH, RANGE TEN (10) WEST, CONTAINING 40 ACRES.

ALSO LOT NUMBER TWO (2) OR THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION TWENTY-TWO (22) TOWNSHIP FIVE (5) NORTH, RANGE TEN (10) WEST, CONTAINING 40 ACRES.

ALSO LOT NUMBER THREE (3) OR THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION TWENTY-TWO (22) TOWNSHIP FIVE (5) NORTH, RANGE TEN (10) WEST, CONTAINING 32 ACRES.

ALSO LOT NUMBER FOUR (4) OR THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION TWENTY-TWO (22) TOWNSHIP FIVE (5) NORTH, RANGE TEN (10) WEST, CONTAINING 35.95 ACRES.

ALSO THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION TWENTY-TWO (22) TOWNSHIP FIVE (5) NORTH, RANGE TEN (10) WEST, CONTAINING 40 ACRES.

ALSO ALL THAT PART OF LOCATION THREE HUNDRED TWO (302) TOWNSHIP FIVE (5) NORTH, RANGE TEN (10) WEST, LYING NORTH OF THE ROAD, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:- BEGINNING AT THE NORTHEAST CORNER OF SAID LOCATION 302; THENCE WEST 32.29 CHAINS TO A POST IN THE LOW PRAIRIE; THENCE SOUTH 14 DEGREES EAST 3 CHAINS AND 90 LINKS TO JOSEPH BOND'S NORTHEAST CORNER; THENCE EAST 31 CHAINS TO A STONE ON THE EAST LINE OF SAID LOCATION 302; THENCE NORTH 3.63 CHAINS TO THE BEGINNING, ESTIMATED TO CONTAIN 11.48 ACRES.

ALSO PART OF LOCATION THREE HUNDRED TWO (302) TOWNSHIP FIVE (5) NORTH, RANGE TEN (10) WEST, BOUNDED AND DESCRIBED AS FOLLOWS, TOWIT:- BEGINNING AT A STONE ON THE EAST LINE OF SAID LOCATION 302, 3.63 CHAINS SOUTH OF THE NORTHEAST CORNER OF SAID LOCATION 302, SAME BEING THE INTERSECTION OF THE EAST AND WEST QUARTER SECTION LINE OF SECTION 22 WITH THE EAST LINE OF SAID LOCATION 302 AND BEING 9.78 CHAINS WEST OF THE QUARTER SECTION CORNER ON EAST SIDE OF SECTION 22; THENCE SOUTH 15.15 CHAINS TO A STONE AT THE CORNER OF JOSEPH SNAPP'S FENCE; THENCE WEST 16 CHAINS TO A STONE; THENCE NORTH 6-1/2 DEGREES WEST 15.80 CHAINS TO A POST NEAR THE SCHOOL HOUSE; THENCE EAST 17.80 CHAINS TO THE BEGINNING, CONTAINING 25.36 ACRES, EXCEPTING THEREFROM 11 ACRES OF EQUAL WIDTH OFF OF THE ENTIRE SOUTHEAST SIDE THEREOF HERETOFORE SOLD TO RUSH W KABLE AND JENNIE M KABLE, LEAVING HEREIN CONTAINED AFTER SAID EXCEPTION 14.36 ACRES.

SITUATED IN BUSSERON TOWNSHIP, KNOX COUNTY, INDIANA.

#### TRACT 27

Part of the southeast fractional quarter Section Twenty-four (24), Township Five (5) north, Range Ten (10) west, bounded as follows: Beginning at a stone the south corner of Donation Number Two Hundred and ten (210); thence north 38-3/4 degrees west with the southwest line

of Donation No. 210, 40-78/100 chains to a stake; thence south 20 chains to a stake; thence east 4-89/100 chains to a stone; thence south 13-40/100 chains; thence east 20-61/100 chains to a stone; thence north 1-33/100 chains to the beginning, containing thirty-seven and thirty-one hundredths (37-31/100) acres, excepting and reserving a strip of ground for a road along the entire length of the south side of said above described tract 15 feet in width, along the north side from the northeast corner along the northwest line 1-33/100 chains. Being in Knox County, Indiana.

Part of Donation Number Two Hundred Ten (210) bounded and described as follows:-  
Beginning at a stone on the southwest line of said Donation 210 and 20.36 chains north 38-3/4 degrees west of the south corner thereof; thence north 51-1/4 degrees east 19.06 chains to a stake; thence north 38-3/4 degrees west 16.90 chains to a stake; thence south 51-1/4 degrees west 4 chains to a stake; thence north 38-3/4 degrees west 5.10 chains to a stake; thence south 51-1/4 degrees west 15.06 chains to the Donation Line; thence south 38-3/4 degrees east 22.34 chains to the beginning, containing 40.10 acres.

Situated in Busseron Township, Knox County, Indiana.

#### TRACT 28

The northwest quarter of the northwest quarter of Section Twenty-seven (27), in Township Five (5) North, Range Ten (10) West, containing forty (40) acres.

Situated in Busseron. Township, Knox County, Indiana.

#### TRACT 29

Parcel No. One:

The West side of the Northeast fractional quarter of the Southeast fractional quarter of Section Twenty-two (22), in Township Five (5) North, of Range Ten (10) West, bounded as follows, to wit: Beginning at a stone in the road on the East line of Location No. Three Hundred Two (302) where the east and west quarter section line of Section Twenty-Two (22) intersects the same; thence South twenty (20) chains and twenty-five (25) links to a stone; thence East five (5) chains and forty-seven (47) links to a post; thence North twenty (20) chains and twenty-five (25) links to a post at the road; thence West five (5) chains and forty-seven (47) links to the beginning, estimated to contain ten and fifty-eight hundredths (10.58) acres.

Parcel No. Two:

The West side of the Northwest quarter of the Southwest quarter of Section No. Twenty-three (23), in Township No. Five (5) North, of Range No. Ten (10) West, and bounded and described as follows, towit: Beginning at the quarter section corner on the line between Sections Twenty-two (22) and Twenty-Three (23), thence South twenty (20) chains and twenty-five (25) links to a post; thence East six (6) chains and forty-nine and one-half (49-1/2) links to a post; thence North twenty (20) chains and twenty-five (25) links to a post; thence West six (6) chains and forty-nine and one-half (49-1/2) links to the place of beginning, estimated to contain thirteen and fifteen hundredths (13.15) acres.

Parcel No. Three:

The East side of the Northeast fractional quarter of the Southeast fractional quarter of Section No. Twenty-two (22) in Township Five (5) North of Range No. Ten (10) West, bounded as follows, towit: Beginning at the quarter section corner on the East side of Section Twenty-two (22), thence West four (4) chains and thirty-one (31) links to a post at the Northeast corner of Tract No. One (1), above described, thence South twenty (20) chains and twenty-five (25) links to a post, thence East four (4) chains and thirty-one (31) links to a post, thence North Twenty (20) chains and twenty-five (25) links to the place of beginning, estimated to contain eight and seventy-two hundredths (8.72) acres.

Situated in Busseron Township, Knox County, Indiana.

TRACT 30

Part of the southeast Fractional Quarter of Section No. 24, Town 5 north of Range 10 west, bounded as follows:- Beginning at a stone the south corner of Donation No. 210, thence south 1.32 chains to a stake; thence west 20.61 chains to a stake; thence south 7 chains to a stone on the line between sections Nos. 24 and 25; thence east 33.84 chains to a stone on the southwest line of Donation No. 218; thence north 38-3/4 degrees west with said line 14.50 chains to a stone, the west corner of said Donation No. 218; thence south 51-1/4 degrees west 5.22 chains to the beginning, containing 23.70 acres.

Situated in Busseron Township, Knox County, Indiana.

TRACT 31

Part of the southeast Fractional Quarter Fractional Section Twenty-Four (24), Township Five (5) north, Range Ten (10) west; and  
Also the south part of Lot Four (4), Fractional Section Twenty-four (24), Township Five (5) north, Range Ten (10) west, taken together and bounded and described as follows, to-wit: Beginning at a stone set for the southwest corner of said Lot 4, thence north 4.33 chains to a stone 8 inch hackberry south 42 links; thence east 25.40 chains to a stone 6 inch cherry north 42 links; thence south 4.33 chains to a stone on section line; thence west 25.40 chains to the place of beginning, containing 11 acres.

Situated in Busseron Township, Knox County, Indiana.

### TRACT 32

All of the south one-half (1/2) of Fractional Section Eighteen (18), Township Five (5) north, Range Nine (9) west, excepting therefrom 8.60 acres now owned by John P. Beard and bounded and described as follows:- Beginning at the east corner of said Fractional Section Eighteen (18); running thence in a southwest direction on the line of the Evansville and Terre Haute Gravel Road a distance of 75 rods; thence north 46 rods and 8 feet; thence east 59 rods and 2 feet to place of beginning, and also excepting therefrom 2.49 acres now owned by Horace J. Shepard and bounded and described as follows: Beginning at a point on the northwest line of said Donation Two Hundred Eighteen (218), 57 links south 51-1/4 degrees west from a stone the north corner of said Donation Two Hundred Eighteen (218); thence north 38-3/4 degrees west 13.61 chains; thence south 51-1/4 degrees west 1.83 chains to line of location One Hundred Eighty-three (183); thence south 38-3/4 degrees east along the line of Location One Hundred Eighty-three (183), 13.61 chains to the line of Donation 218; thence north 51-1/4 degrees east along said line, 1.83 chains to the beginning, leaving herein contained after said exceptions an area of 72.25 acres, more or less.

Situated in Busseron Township, Knox County, Indiana.

### TRACT 33

Part of Donation Number Two Hundred and Nineteen (219) in Township Five (5) north, Range Nine (9) west, bounded and described as follows, to-wit: Beginning on the northeast line of Donation Numbered 219, 18.76 chains north 38-3/4 degrees west from the east corner thereof; thence south 51-1/4 degrees west 25.22 chains to a stone; thence north 38-3/4 degrees west 5.60 chains to a stone; thence south 51-1/4 degrees west 21 chains to the line of the Evansville and Terre Haute Railroad right of way; thence north 7-1/2 degrees east with said line, 18 chains; thence curving to the right with said road, with a radius of 11,459 feet, 24.20 chains; thence north 51-1/4 degrees east 13.20 chains; thence south 38-3/4 degrees east 33.95 chains to the beginning, containing 100 acres, more or less.

Excepting that part lying north of the road containing 3.51 acres, more or less, conveyed to Catherine Wise by Joseph Stager by deed bearing date of May 21, 1894, and recorded in Deed Record 25, Page 201, and bounded and described as follows, to-wit: Beginning on the Northeast line of said Donation, 28.20 chains south 38-3/4 degrees east from the north corner thereof, elm 8 S. 14-1/2 degrees west, 36 links; thence south 51-1/4 degrees west 8.70 chains to a stake; thence south 84-3/4 degrees east 12.30 chains to a stake; the donation line; thence north 38-3/4 degrees west 8.47 chains on said line to the beginning.

Situated in Busseron Township, Knox County, Indiana.

### TRACT 34

Beginning at a point on the Northwest Line of Donation No. 22 4.50 chains North 51 degrees 15 minutes East from a stone the west corner of said Donation; thence North 51 1/4 degrees East 4.50 chains to a stake in the gravel road B 1.0.0. 48 N. 10-1/4 W. 21 L; thence east along the line of said Gravel Road five and 20/100 chains to the center line of C Street extended; thence south 21 3/4 degrees West with said line of C Street one and 74/100 chains to a stake; thence south 68-

1/4 degrees East parallel with and 25 feet distance from the south line of Frank Shepards, 2.69 chains; thence north 21-3/4 degrees east one hundred and one feet; thence south 68-1/4 degrees east to the west line of Right of Way of the C. & E. I. Railroad being a distance of One and 88/100 chains; thence south 21 -3/4 degrees west along the said line of Right of Way eighteen and 90/100 chains to a stake on the southwest line of said Donation; Thence North 38-3/4 degrees West sixteen and 32/100 chains to William C. Moore's line; thence North 24 degrees 53 minutes East 5.02 chains to the place of beginning, containing nineteen acres.

Situated in Busseron Township, Knox County, Indiana.

#### TRACT 35

Part of Additional Donation 220, Township 5 north, Range 9 west, bounded and described as follows: Beginning at a stone at the intersection of the east right of way line of the C. & E. I. R. R. and the southwest line of said Donation 61.42 chains north 38 degrees 25 minutes west from a stone at the south corner of said Donation; thence north 22 degrees 0 minutes east along said right of way line 28.43 chains to a point 325 feet south 22 degrees 0 minutes west from the center line of Second Street in the town of Oaktown; thence south 67 degrees 30 minutes east parallel with the center of said street 2.77 chains; thence north 22 degrees 30 minutes east 4.92 chains to the center line of said Second St. at its intersection with the center line of "A" Street in said town of Oaktown; thence south 67 degrees 30 minutes east along the extended line of Second St. 2.07 chains to a stake (or stone or bolt as the case may be) thence south 22 degrees 0 minutes west parallel with said right of way line 36.10 chains to a stake (or stone or bolt as the case may be) on the southwest line of said Donation; thence north 38 degrees 25 minutes west along said donation line 5.57 chains to the beginning, containing 15.50 acres.

Situated in Busseron Township, Knox County, Indiana.

#### TRACT 36

Part of additional donation 220 Township 5 North Range 9 West bounded as follows: Beginning at an iron pin on the northeast line of said donation, 33.62 chains south 38-3/4 degrees east from a stone the north corner of said donation; thence south 51-1/4 degrees west 27.18 chains to a stake; thence north 38-3/4 degrees west 8.59 chains to a stake; thence north 51-1/4 degrees east 27.17 chains to an iron pin on the northeast line of said donation; thence south 38-3/4 degrees east 8.59 chains to the place of beginning, containing 23.34 acres.

Also part of additional said donation No. 220 bounded as follows: beginning at a point on the northeast line of said donation south 38-3/4 degrees east 33.62 chains from a stone the north corner of said donation; thence south 38-3/4 degrees east 18.04 chains to a stone on the northeast line of said donation, thence south 51-1/4 degrees west 5.36 chains to a stake; thence south 38-3/4 degrees east 6.59 chains to an iron pin in the center of the gravel road; thence south 51-1/4 degrees west 21.92 chains to a stake on the northeast line of H. J. Shepard's; thence north 38-3/4 degrees west 24.61 chains to a stake; thence north 51-1/4 degrees east 27.18 chains to the beginning, containing 63.53 acres.

Situated in Busseron Township, Knox County, Indiana.

TRACT 37

Part of Additional Donation 219, bounded as follows, to-wit: Beginning at a stone the north corner of said Donation P.O. 18N. 40-1/2 degrees 78 L.; thence south 38-3/4 degrees east 18.55 chains to a stake at the intersection of the northeast line of said Donation and the west line of the right of way of the C. & E. I. Railroad; thence south 21-3/4 degrees west with the said line of right of way 3.81 chains; thence curving to the left with a radius of 11099 feet for a distance of 8.15 chains to the northeast line of a gravel road; thence north 39-1/4 degrees west with the northeast line of said gravel road 24.64 chains to a stake on the northwest line of said Donation; thence north 51-1/4 degrees east 10.68 chains to the place of beginning containing 22.50 acres.

Situated in Busseron Township, Knox County, Indiana.

TRACT 38

Part of Lot Numbered Four (4) and part of the southeast Fractional Quarter of Fractional Section Twenty-four (24), Township Five (5) north, Range Ten (10) west, taken together bounded and described as follows:- Beginning at a stone on the west line of said lot Numbered Four (4) and 4.33 chains north of the southwest corner thereof; running thence north 16.07 chains to a stone; thence east 25.48 chains; thence south 16.15 chains to a stone; thence west 25.40 chains to the beginning, containing 41 acres.

Situated in Busseron Township, Knox County, Indiana.

TRACT 39

Lot No. One (1) and Lot No. Two (2) in Fractional Section Thirteen (13) Township 5 north, Range 10 west.

ALSO part of Lot Six (6) in same section, town and range, bounded and described as follows: Beginning at the northeast corner of said Lot, thence south 16.45 chains to V. O. Shepard's line; thence west along said line 10.30 chains to the northeast line of Additional Donation 210; thence north 38-3/4 degrees west along said line 19.46 chains to the northwest corner of said lot; thence north 88 degrees east along the north line of said Lot 22.57 chains to the place of beginning.

ALSO part of Additional Donation 210, bounded and described as follows: Beginning 1.36 chains south 88 degrees west of the southwest corner of said Lot No. One (1); thence south 88 degrees west 13.07 chains to the northwest line of said donation; thence north 51-1/4 degrees east 10.19 chains to the north corner of said donation; thence south 38-3/4 degrees east 8.18 chains to the place of beginning. The above described piece of real estate being as much of Add. Don. 210 as would be cut off by running an extended line west with the south line of Lot No. One in Fractional Section Thirteen (13), Township Five (5) north, Range Ten (10) west. Containing in all 117.18 acres, more or less.

Situated in Busseron Township, Knox County, Indiana.

TRACT 40

Part of Donation Two Hundred Twenty (220) Township Five north, Range Nine (9) west, bounded and described as follows:- Beginning at a point on the southwest line of said Donation

220, distant 14 chains north 38-3/4 degrees west from the south corner thereof; running thence north 3 8-3/4 degrees west 29 chains; thence north 51-1/4 degrees east 23.18 chains; thence south 38-3/4 degrees east 29 chains; thence south 51-1/4 degrees west 23.18 chains to the place of beginning, containing 67 acres, more or less.

Situated in Busseron Township, Knox County, Indiana.

#### TRACT 41

Part of Donation Two Hundred Nineteen (219) Township Five (5) North, Range Nine (9) West, bounded and described as follows, to-wit: Beginning at a stake on the northwest line of said Donation 219, ten chains south 51-1/4 degrees west of the north corner thereof; thence south 38-3/4 degrees east 20.04 chains; thence south 51-1/4 degrees west 7.08 chains; thence north 38-3/4 degrees west 20 chains to a stake on the northwest line of said Donation 219; thence north 51 - 1/4 degrees east 7.60 chains to the place of beginning, containing 15 acres, more or less.

Also part of the south half (1/2) of Fractional Section (18) Township Five (5) North, Range Nine (9) West, bounded and described as follows: Beginning at a point on the northwest line of Donation Two Hundred Eighteen (218), 57 links south 51-1/4 degrees west from a stone the north corner of said Donation 218; thence north 38-3/4 degrees west 13.61 chains; thence south 51-1/4 degrees west 1.83 chains to the northeast line of Location 183; thence south 38-3/4 degrees east along said northeast location line 13.61 chains to the northwest line of Donation 218; thence north 51-1/4 degrees east along said northwest donation line 1.83 chains to the place of beginning, containing 2.49 acres, more or less.

Also Location One Hundred Eighty- three (183) Township Five (5) North, Range Nine (9) West, containing 50 acres.

Part of Donation Two Hundred Nineteen (219) Township Five (5) North, Range Nine (9) West, bounded and described as follows, to-wit: Beginning at a stone on the southwest line of said Donation 219, 17.57 chains south 38-3/4 degrees east from the west corner thereof; thence north 51-1/4 degrees east 15.38 chains to a stone; thence south 38-3/4 degrees east 8.10 chains to a stone; thence north 51-1/4 degrees east 17.80 chains to a stake; thence north 38-3/4 degrees west 68 links to a stake; thence north 51-1/4 degrees east 7.14 chains to a stake; thence south 38-3/4 degrees east 22-1/2 links to Shepard's line; thence south 51-1/4 degrees west 6.64 chains to a stake; thence south 38-3/4 degrees east 68 links to a stake; thence south 51-1/4 degrees west 20.45 chains to a stake; thence south 38-3/4 degrees east 20.52 chains to the right of way of the Evansville and Terre Haute Railroad Company; thence along said right of way line south 7-1/2 degrees west 5.35 chains; thence south 51-1/4 degrees west 9.25 chains to the southwest line of said Donation 219; thence north 38-3/4 degrees west 32.50 chains to the place of beginning, containing 44.38 acres, more or less.

Situated in Busseron Township, Knox County, Indiana.

TRACT 42

Part of the northwest quarter of the southwest quarter; and  
ALSO Part of the northeast quarter of the southwest quarter of Section Twenty-three (23), Township Five (5) north, Range Ten (10) west, taken together bounded and described as follows, to-wit: Beginning 6.40 chains east of the northwest corner of the northwest quarter of the southwest quarter of said Section 23; thence south 20.32 chains to a stone; thence east 18.54-1/2 chains to a stake; thence north 20.32 chains to the quarter section line; thence west on said line 18.54-1/2 chains to the beginning, containing 37.67 acres.

ALSO part of the northeast quarter of the southwest quarter of section Twenty-three (23), Township Five (5) north, Range Ten (10) west, bounded and described as follows, to-wit: Beginning at a point on the quarter section line 24.94-1/2 chains east of the northwest corner of the northwest quarter of the southwest quarter; thence south 20.32 chains to a stone; thence east 6.89 chains; thence north 20.32 chains to the quarter section line; thence west 6.89 chains to the place of beginning, containing 14 acres, more or less.

ALSO the southwest quarter of the southwest quarter of Section Twenty-three (23), Township Five (5) north, Range Ten (10) west, containing 40 acres.

ALSO the west half of the southeast quarter of the southwest quarter of Section Twenty-three (23), Township Five (5) north, Range Ten (10) west, containing 20 acres.

ALSO the east half of the southeast quarter of the southeast quarter of Section Twenty-two (22), Township Five (5) north, Range Ten (10) west, containing eighteen (18) acres, more or less. Containing in all 129.67 acres, more or less.

Situated in Busseron Township, Knox County, Indiana.

TRACT 43

The northeast fractional quarter of fractional section twenty-four (24), Township five (5) north, Range ten (10) west, containing 4.59 acres more or less.

Also part of donation two hundred ten (210) bounded as follows: Beginning at the north corner of location one hundred eighty-three (183), running thence north 38-3/4 degrees west 25 chains; thence south 51-1/4 degrees west 15 chains; thence south 38-3/4 degrees east 25 chains to the west corner of said location 183; thence north 51-1/4 degrees east 15 chains to the beginning, containing 37-1/2 acres.

Also four (4) acres off the south end of the southeast fractional quarter of fractional section thirteen (13), township five (5) north range ten (10) west.

Situated in Busseron Township, Knox County, Indiana.

TRACT 44

All of Lots Five (5) and Six (6) in Fractional Section Seven (7) Township Five (5) north, Range Nine (9) west, containing 73.33 acres.

Also part of the northwest Fractional Quarter of Section Eighteen (18); and

ALSO part of the northwest quarter of the northeast quarter of Section Eighteen (18), taken together bounded and described as follows, to-wit:- Beginning at the northwest corner of said

Section 18; thence east 36.60 chains to the northeast corner of the northwest quarter of the northeast quarter of said Section 18; thence south 7.27 chains; thence west 36.65 chains to the range line; thence north along said line 7.27 chains to the place of beginning, containing 26.67 acres.

Containing in all 100 acres.

Situated in Busseron Township, Knox County, Indiana.

#### TRACT 45

Part of Location 302, and part of the southeast fractional quarter of Section 22, all in Township 5 North, Range 10 West, bounded as follows, to-wit: Beginning at the southeast corner of said Location 302; thence east 75 links to a stake; thence north 20.31 chains to a stake; thence west 75 links to the east line of said location; thence north 5.18 chains on said line; thence west 25.70 chains to the west line of said location; thence south 20 degrees east 20 chains on said line; thence north 86 degrees east 7.62 chains to a stone; thence south 7 degrees east 7.26 chains to a stone; thence east 10,40 chains to the beginning, containing 49-1/2 acres, more or less.

Also part of Lot 8 in Fractional Section 22, Township 5 North, Range 10 West, bounded as follows, to-wit: Beginning at the northwest corner of said Lot 8; thence east 26.87 chains to Location 302; thence south 20 degrees east on the west line of said location 8.53 chains to a stake; thence west 29.81 chains to Lot Number 7 in said section; thence north 7.75 chains to the beginning, containing 20 acres, more or less;

Situated in Busseron Township, Knox County, Indiana.

#### TRACT 46

The West half of the Southwest Quarter of Section Twenty-Seven (27) Township Five (5) North, Range Ten (10) West, except a strip of ground of equal width across the north end thereof formerly belonging to the Hannah J. Snapp Estate, and containing after said exception, 70 Acres, more or less.

Also 10 Acres taken the same width the entire length off the North end of the West half of the Southwest Quarter of Section Twenty-Seven (27) Township Five (5) North, Range Ten (10) West.

Situated in Busseron Township, Knox County, Indiana.

#### TRACT 47

The Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of Section Twenty-two (22), Township Five (5) North, Range Ten (10) West, containing forty (40) acres, more or less.

Situated in Busseron Township, Knox County, Indiana.

TRACT 48

Part of Location Number Three Hundred Two (302) and part of Lots Numbers Five (5) and Six (6) in Fractional Section Twenty-two (22), Township Five (5) North, Range Ten (10) West, bounded and described as follows to-wit: Beginning at the northwest corner of said Lot No. 6 at a point on the West line of said Section 22 which intersects with the public highway; thence East 52.57 chains along said highway to a stake in the angle of said road; thence South along the public highway, 12-1/2 degrees East 10 chains to a stake; thence West 54.57 chains to said West section line; thence North along said section line, 10 chains, more or less, to the place of beginning, containing 53.50 acres, more or less.

Situated in Busseron Township, Knox County, Indiana.

TRACT 49

Part of Lots Numbers Five (5) and Six (6) in Fractional Section Twenty-two (22), Township Five (5) North, Range Ten (10) West, bounded and described as follows, to-wit: Beginning at the southwest corner of said Lot No. 6 on the Section line; thence North 10.62 chains to the corner of the 53.50 acre tract now owned by Elliott Bond; thence East, 44.54 chains, more or less, to a point on the west line of Location No. 302 (being the northwest corner of Glenn Koby's 5.50 acre tract); thence South 18-1/2 degrees East with the line of Location 302, a distance of 10.50 chains, more or less, to the northeast corner of Lot 8 in said Section 22; thence West, with the south line of said Lots 5 and 6, a distance of 47.07 chains to the place of beginning, containing forty-eight (48.00) acres, more or less.

Situated in Busseron Township, Knox County, Indiana.

TRACT 50

The north half of Lot Number (7) of Fractional Section Number Twenty-two (22), Township 5 North, Range 10 West, being the north half of the Southwest Quarter of the Southwest Quarter (N 1/2 SW 1/4 SW 1/4) of said Section 22, containing twenty (20) acres, more or less. Also, part of Location 298, Township 5 North, Range 10 West, bounded and described as follows, to-wit: Beginning at the northeast corner of said Location; thence South 7.85 chains to a stake; thence West, 19.37 chains to a stake; thence North 6-1/4 degrees East, 7.90 chains to Location 302; thence East 20.27 chains to the place of beginning, containing 15.50 acres, more or less.

Also, part of Location Number 298 in Township Five (5) North, Range Ten (10) West, bounded and described as follows, to-wit: Beginning 7.85 chains South of the northeast corner of said Location; thence South 11.20 chains to a stone; thence West 18.20 chains to a stone; thence North 6-1/4 degrees West 11.37 chains to a stake; thence East 19.37 chains to the place of beginning, containing 21 acres, more or less.

EXCEPTING FROM THE LAST ABOVE TWO TRACTS THE FOLLOWING: Part of Location Number 298, Township 5 North, Range 10 West, bounded and described as follows, to-wit: Beginning at the corner of Sections 22, 23, 26 and the northeast corner of said Location 298, and being a corner of a 442.4 acre tract and in the line of the John H. Snapp, Jr. 131.67 acre tract; thence with the line of said 442.4 acre tract, South 76.2 rods to a point; thence West 36.48 rods to a point; thence North 76.2 rods to a point, said point being a corner to the Hannah J.

Snapp Estate tract and the said John H. Snapp, Jr., 131.67 acre tract; thence with the line of said 131.67 acre tract East 36.48 rods to the place of beginning, and containing 17.37 acres, more or less.

And leaving after said exception a total of 19.13 acres, more or less.

Containing in all of the above tracts a total of 39.13 acres, more or less.

Situated in Busseron Township, Knox County, Indiana.

#### TRACT 51

All of Fractional Section 20, Township 5 North, Range 10 West, described as follows: Beginning at the northeast corner of said Section 20; thence West 16.80 chains to the east bank of the Wabash River; thence down said river following the meanderings thereof to the east line of said Section 20; thence north 64.77 chains to the beginning, containing 241.36 acres.

Also the northwest quarter of Fractional Section 21, Township 5 North, Range 10 West, described as follows: Beginning at the northwest corner of said Section 21; thence south 40.40 chains to the quarter corner on the west line of said Section 21; thence east 40.90 chains to a stone the center of said section; thence north 40.90 chains to the north line of said section; thence west 40.90 chains to the beginning, containing 165.24 acres.

Also the southwest fractional quarter of Fractional Section 21, Township 5 North, Range 10 West, described as follows: Beginning at a stone the quarter corner in the center of said section; thence west 40.90 chains to the quarter corner on the west line of said section; thence south 24.37 chains to the north bank of the Wabash River; thence down said river following the meanderings thereof to the north and south quarter line in said section, a stake Elm 12 I. D. north 6-1/4 degrees east 25 links; thence north 38.23 chains to the beginning, containing 132.37 acres.

Also Lots 1 and 2, or the west fractional half of the southeast fractional quarter of Fraction Section 21, Township 5 North, Range 10 West, described as follows: Beginning at a stone the quarter corner in the center of said section 21; thence south 38.23 chains to a stake on the north bank of the Wabash River at Elm 12 I. D. north 6-1/4 degrees east 25 links; thence down said river south 43 degrees 30 minutes east 4.52 chains to a stake on the south line of said Section 21, honey locust 10 I. D. North 88 degrees west 21 links; thence east 16.84 chains to a stake the southeast corner of said Lot 2 and Ash 4 I. D. north 18-1/2 degrees west 5 links; thence north 0 degrees 15 minutes west 41.35 chains to a stake the northeast corner of said Lot 1, Maple 24 I. D. south 76 degrees west 35 links; thence north 89 degrees 30 minutes west 19.76 chains to the beginning containing 81.81 acres.

Also part of the northeast quarter of the northeast quarter of Section 21, Township 5 North, Range 10 West, described as follows; Beginning at a stone the northeast corner of section 21, a Pecan 30 I. D. north 20-1/2 degrees east 21 links; thence west 20.18 chains to a stone the northwest corner of said northeast quarter of the northeast quarter; thence south 13.47 chains to a stake; thence south 89 degrees 05 minutes east 6.10 chains to a sassafras 10 I. D. corner; thence north 2 degrees west 3.24 chains to a stake; thence north 89 degrees 55 minutes east 14.30 chains

to a stake on the east line of said Section 21, an Elm 36 I. D. north 56-3/4 degrees west 31 links; thence north 0 degrees 30 minutes west 10.24 chains to the beginning, containing 22.70 acres.

Situated in Busseron Township, Knox County, Indiana.

#### TRACT 52

The West Half of the Northeast Quarter of Section Twenty-one (21), Township Five (5) North, Range Ten (10) West.

EXCEPTING THEREFROM one-half (1/2) acre in the Northeast corner thereof, which exception is more specifically described as follows: Part of the Northwest Quarter of the Northeast Quarter of Section Twenty-one (21), Township Five (5) North, Range Ten (10) West; beginning at a point the Northeast corner of said Northwest Quarter; thence running West ten (10) rods to a stone; thence South eight (8) rods to a stone; thence East ten (10) rods to the center of gravel road; thence North eight (8) rods to the place of beginning, containing one-half (1/2) acre.

Leaving herein containing 79-1/2 acres, more or less.

ALSO, the South Half of the Northeast Quarter of the Northeast Quarter of Section Twenty-one (21), Township Five (5) North, Range Ten (10) West.

EXCEPTING THEREFROM Two (2) acres in the Northwest corner thereof, which exception is more specifically described as follows: Two (2) acres lying in the Northwest corner of the South half of the Northeast Quarter of the Northeast Quarter of Section Twenty-one (21), Township Five (5) North, Range Ten (10) West, beginning at the Northwest corner of said tract running thence East twenty-four and one-half (24-1/2) rods; thence South Thirteen (13) rods; thence West twenty-four and one-half (24-1/2) rods; thence North thirteen (13) rods to the beginning.

Leaving herein containing 17.59 acres, more or less.

Situated in Busseron Township, Knox County, Indiana.

#### TRACT 53

Part of the Southwest Quarter of Section 23 and Part of the Northwest Fractional Quarter and Part of the Southwest Fractional Quarter of Section 26 and Part of Location 303 all in Township 5 North, Range 10 West bounded and described as follows to-wit: Beginning 907.3 feet, North 89 degrees 25 minutes East of an iron pipe at the corner of Sections 22, 23, 26 and the Northeast Corner of Location 298, Township 5 North, Range 10 West; thence North 52 degrees 42 minutes East, 1421.2 feet to a stake in a fence line; thence South 01 degrees 27 minutes East along said fence line 4207.0 feet to the center of a gravel road; thence South 88 degrees 41 minutes West along the center of said road, 1564.8 feet; thence North 01 degrees 23 minutes West, 3075.8 feet to a stake; thence North 52 degrees 42 minutes East, 504.6 feet to the beginning, containing 130.62 acres, more or less, except 11.18 acres conveyed to Linton-Summit Coal Company under mineral deed executed July 11, 1927, and recorded in Deed Record 79, page 590 in the office of the Recorder, Knox County, Indiana, and containing 118.80, acres in all, more or less.

Situated in Busseron Township, Knox County, Indiana.

TRACT 54

Parcel No. One:

The Northeast Quarter of the Northeast Quarter of Section Thirty-four (34), Township Five (5) North, Range Ten (10) West, containing 40 acres, more or less, subject to the easement of a North-South Township gravel road through said Tract.

*Acres 40*

Parcel No. Two:

Also Part of Lots Four (4) and Five (5), and the Northeast Quarter of the Southwest Quarter all in Section Twenty-seven (27), and part of Location Two Hundred Ninety-eight (298), all in Township Five (5) North, Range Ten (10) West, bounded and described as follows: Beginning at a stone, the Southwest Corner of said Northeast Quarter of the Southwest Quarter; thence East 39.60 chains to a stone in the road; thence North 5 degrees 30 minutes East 9.30 chains to a stone; thence North 13 degrees and 30 minutes East 10.25 chains to a stone; thence North 1 degree and 45 minutes East 5.21 chains to a stone; thence West 43.19 chains thence South 24.32 chains to the place of beginning, containing 99 acres, more or less.

*Acres 99*

Parcel No. Three:

Also part of Lots One (1) and Four (4) of fractional section twenty-seven (27), and Location Two Hundred Ninety-eight (298), Township Five (5) North, Range Ten (10) West, bounded and described as follows: Beginning at a stone 4.58 chains South of the Northwest Corner of said Lot Number 1; thence South 32.14 chains to a stone; thence East 43.19 chains to a stone in the road; thence North 1 degree and 45 minutes East 4.54 chains to a stone; thence North 1 degree West 12.57 chains to a stone; thence North 6-1/2 degrees West 15.07 chains to a stone; thence West 41.30 chains to the place of beginning, containing 135 acres, more or less.

*Acres 135*

Parcel No. Four:

Also Lot numbered Three (3) of fractional Section Twenty-seven (27), Township Five (5) North, Range Ten (10) West, containing 40-1/2 acres, more or less.

*Acres 40.5*

Parcel Nos. Five and Six:

Part of Location Number Two Hundred Ninety-eight (298), Part of Location Number Three Hundred Three (303), and Part of Lots Number Four (4) and Five (5) in Fractional Section Number Twenty-seven (27) in Township Five (5) North, Range Ten (10) West, Knox County, Indiana, bounded and described as follows: Beginning at a point which is South 76.2 rods and West 38.48 rods from the Northeast Corner of Location No. 298 (said point being also 130 rods North of the Southwest Corner of a 442.4 acre tract conveyed by Hester Blann, et al, to the United State of America, Jan. 5, 1943 and recorded in Deed Record 103 Page 249 in Knox County Recorder's Office) thence West 9.06 chains to a stone in the road; thence South one degree East along road 12.57 chains to a stone; thence South one degree 45 minutes West 9.75 chains to a stone; thence South thirteen degrees 30 minutes west 2.72 chains to a stone; thence South thirteen degrees 30 minutes West 7.54 chains to a stone; thence East in the Road 8.77

chains to a point; thence North one degree West 7.15 chains to a point; thence West 2.70 chains to a corner fence post; thence North four degrees 20 minutes West 3.38 chains to a wood hub; thence East 3.41 chains to a wood hub; thence North 4.07 chains to a 30 inch Locust Tree; thence West 0.66 chains to a wood hub; thence North 2.73 chains to a wood hub; thence East 3.31 chains to a wood hub in the fence line which is the West line of above mentioned U.S.A. property; thence North 15.17 chains along said U.S.A. fence line to place of beginning containing 22.3 acres, more or less.

Parcel No. Seven:

Part of Location 303 and part of Lot #5 and #6 of Fractional Section 27 all in Township 5 North, Range 10 West, County of Knox, Indiana. Beginning at a point on the South Line of Location 303 at the Northeast Corner of Section 34 and the Northwest Corner of Section 35; thence North 29.50 chains to the East West County Road; thence West 20.84 chains to a stone in the road at the intersection of County roads; thence South 5 degrees 30 minutes West 9.30 chains to a stone on the North Line of Lot #6; thence West 0.90 chains to a stone in the South Line of Lot #5; thence South 8 degrees 27 minutes East 20.39 chains, more or less, to the South Line of Section 27, thence East 19.46 chains along the North Line of Section 34 to the place of beginning containing 62.8 acres, more or less.

#### TRACT 55

The Southeast Quarter (SE 1/4) of the Southeast quarter (SE 1/4) of Section Twenty-three (23), Township Five (5) North, Range Ten (10) West, containing Forty (40) acres, except the following two tracts, to wit: (One) 10 acres off the entire west side thereof; (Two) also, beginning at a point in the south line of Section 23, 1100 feet west of the southeast corner of said section, said point being the intersection of the south line of said section and the center line of Snapp Drainage Ditch; thence from said point of beginning, north 80 rods, more or less, to a point in the south line of John W. and Mary O. Ford's land; thence east along said line 8.9 rods, more or less, to the center of said ditch; thence along said center line south 4 degrees 30 minutes west 80.49 rods to the point of beginning, containing 2.2 acres; leaving herein contained after deducting said two exceptions, 27.80 acres, more or less.

ALSO 22.20 acres off of part of the North end of the East Half of the Northeast Quarter of Section 26, Township 5 North, Range 10 West more particularly described as follows: Beginning at the Northeast Corner of Section 26, Township 5 North, Range 10 West, thence South along East Section Line for 700 feet; thence West parallel to North Section Line for 350 feet; thence South Parallel to the East Section Line for 330 feet; thence West parallel to the North Section Line to a point in the Snapp Drainage Ditch, which is the West property line; thence North 4 degrees, 55 minutes East along the West property line to the North Section Line; thence East along the North Section Line to the place of beginning, containing 22.20 acres more or less.

Situated in Busseron Township, Knox County, Indiana,

TRACT 56

Beginning at a point in the Southwest corner of the SW-1/4 of Sec. 8, Range 9, Township 5; thence East 75 feet; thence North 150 feet; thence West 75 feet; thence South 150 feet to the place of beginning, containing approximately 0.28 acres more or less.

Situated in Busseron Township, Knox County, Indiana.

TRACT 57

Part of Location One Hundred eighty-four (184) and Fractional sections seventeen (17) and eighteen (18) in township five (5) north range nine (9) west bounded as follows: Beginning at the corner of Sections 7, 8, 17, and 18; thence east 10.47 chains; thence south 3.39 chains; thence west 50 links; thence south 65 links; thence west 6.80 chains; thence south 14 degrees east 11.20 chains; thence north 83-3/4 degrees east 8.50 chains; thence south 12 degrees west 7.60 chains; thence south 77-1/2 degrees east 2.40 chains to the center of the road; thence south 19 degrees west with road 12.56 chains to northwest line of donation 219; thence south 51-1/4 degrees west with donation line 10.88 chains to quarter section line of said Section 17; thence west 29.88 chains; thence north 20.06 chains; thence east 7.51 chains; thence north 20.06 chains to line between Sections 7 and 18; thence east 20.01 chains to place of beginning, containing 133-1/2 acres, more or less.

Part of Lots One (1) and Two (2) of Fractional Section eight (8) and Location One Hundred Eighty-four (184) all in township five (5) north range nine (9) west, bounded as follows: Beginning at the corner of Sections 7, 8, 17 and 18; thence north 31.14 chains to a stone; thence east 12.18 chains to a stone; thence south 31.14 chains to a stone in the road; thence west 12.18 chains to the place of beginning, containing 37.93 acres, more or less.

Subject to a certain Deed of Easement executed by Templeton Coal Company, Inc., an Indiana Corporation to The Town of Oaktown dated November 16, 1999 and recorded a permanent easement twenty (20) feet in even and perpendicular width for the purposes of installing, maintaining, operating, repairing and, when necessary, replacing a sanitary sewer and appurtenances over and through Part of Location 184 and Fractional Sections 17 and 18, Township 5 North, Range 9 West, Knox County, Indiana, more particularly described as follows: A tract of land twenty (20) feet in even and perpendicular width off of the north side of the Grantor's parent parcel (Linton Summit Coal Co., Inc., Deed Record 98, Page 644, Knox County Recorder), beginning on the west boundary and to terminate on the east boundary of the Grantor's parent parcel. The north boundary of said permanent easement to be along the north line of the Grantor's parent parcel.

Situated in Busseron Township, Knox County, Indiana.

TRACT 58

The west half of the northeast quarter of Section Twenty-one (21), except one-half (1/2) acre in the northeast corner, containing 79.5 acres, more or less.

Also, the south half of the northeast quarter of the northeast quarter of Section Twenty-one (21) except two (2) acres in the northwest corner, containing 18 acres more or less.

Also, the southeast quarter of the northeast quarter of Section Twenty-one (21), subject to a right of way fifteen (15) feet in width along the south side of the east half thereof, containing 40 acres, more or less.

Also, the east half of the southeast quarter of Section Twenty-one (21), being 80 acres, more or less, subject to a right of way fifteen (15) feet in width along the north side of the east half thereof, and a right of way thirty (30) feet in width, north and south through the middle thereof; all in Town five (5) north, Range Ten (10) west.

Containing by actual survey two hundred eighteen and thirty-four hundredths (218.34) acres. EXCEPTING FROM THE ABOVE DESCRIBED 218.34 ACRES the following two tracts of real estate conveyed to James E. Thomas and Ruth Rodehaver Thomas, husband and wife, by Templeton Coal Company, Inc., an Indiana Corporation, as set out in Deed Record 164 page 592 in the Office of the Recorder of Knox County, Indiana, being described as follows, to-wit:

The West Half of the Northeast Quarter of Section Twenty-one (21), Township Five (5) North, Range Ten (10) West, EXCEPTING THEREFROM one-half (1/2) acre in the Northeast corner thereof, which exception is more specifically described as follows: Part of the Northwest quarter of the Northeast Quarter of Section Twenty-one (21), Township Five (5) North, Range Ten (10) West; beginning at a point the Northeast corner of said Northwest Quarter; thence running West ten (10) rods to a stone; thence South eight (8) rods to a stone; thence East ten (10) rods to the center of a gravel road; thence North eight (8) rods to the place of beginning, containing one-half (1/2) acre. Leaving herein containing 79-1/2 acres, more or less.

ALSO, the South Half of the Northeast Quarter of the Northeast Quarter of Section Twenty-one (21), Township Five (5) North, Range Ten (10) West, EXCEPTING THEREFROM Two (2) acres in the Northwest corner thereof, which exception is more specifically described as follows: Two (2) acres lying in the Northwest corner of the South half of the Northeast Quarter of the Northeast Quarter of Section Twenty-one (21), Township Five (5) North, Range Ten (10) West, beginning at the Northwest corner of said tract running thence East twenty-four and one-half (24-1/2) rods; thence South Thirteen (13) rods; thence West twenty-four and one-half (24-1/2) rods; thence North thirteen (13) rods to the beginning, leaving herein containing 17.59 acres, more or less.

#### TRACT 59

Also, lots one (1), two (2), three (3) and four (4) fractional Section Twenty-eight (28) and all that part of the northeast fractional quarter of fractional Section Thirty-three (33) lying north of the J. L. Sullivan et al ditch; all in Town Five (5) north, Range Ten (10) west, and containing by actual survey, Two Hundred Fifty-two and Twenty-seven Hundredths (252.27) acres.

Also a right of way Thirty (30) feet in width along the following center line; beginning at the quarter corner of the east line of Section Two (2); said town and range; thence west nine and eighty-eight hundredths (9.88) chains; thence south through the middle of the east half of the southeast quarter of said Section Twenty-one (21) to the north line of said Section Twenty-eight (28).

Also a right of way thirty (30) feet in width off of the east side of that part of the northeast fractional quarter of fractional Section Thirty-three (33) said town and range, lying south of the J. L. Sullivan et al ditch;

Situated in Busseron Township, Knox County, Indiana.

#### TRACT 60

Part of Fractional Section Number Eighteen (18), Township Five (5) North, Range Nine (9) West, bounded and described as follows, to-wit: Beginning at a point 20.01 chains west and 7.27 chains south of the corner of Sections 7, 8, 17, and 18; thence West 36.56 chains to the west line of said Section 18; thence South 26 chains to the Northeast line of Donation No. 210; thence South 38-3/4 degrees east with said Donation line, 8.30 chains to the east and west quarter section line of said Section 18; thence East 23.63 chains; thence North 20.06 chains; thence east 7.51 chains to a stone; thence north 12.79 chains to the beginning, containing 103.36 acres.

Situated in Busseron Township, Knox County, Indiana.

#### TRACT 61

Part of the South half of Section Number Twenty-three (23), Township Five (5) North, Range Ten (10) West of the Second Principal Meridian, bounded and described as follows, to-wit: Beginning at a point on the South line of said Section 23, said point being 125.52 rods East of the Southwest corner of said Section 23 which is the Northeast corner of Location No. 298; thence North 161.50 rods to a point at the Northeast corner of a 131.67 acre tract formerly owned by John H. Snapp, Jr., said point being in the East and West half section line of said Section 23 and in the center of a black top road; thence with said half section line in said black top road, East 89.52 rods to a point at the Northwest corner of the John W. Ford 14.65 acre tract; thence with said 14.65 acre tract South 5 degrees East 82.32 rods to a point; thence East 43.08 rods to a point; thence South 80 rods to a point in the Snapp Drainage Ditch and in the line between Sections 23 and 26; thence along the South line of said Section 23 West 139.77 rods more or less to the place of beginning, containing 114.58 acres, more or less.

Also, Part of the Southeast quarter of the Southeast quarter of Section Twenty-three (23), Township Five (5) North, Range Ten (10) West, of the Second Principal Meridian and being more particularly described as follows, to-wit: Beginning at a point in the South line of said Section 23, 1100 feet more or less, West of the Southeast corner of said section, said point being the intersection of the South line of said section and the center line of Snapp Drainage Ditch; thence from said point of beginning North 80 rods more or less, to a point in the South line of land on John W. and Mary O. Ford; thence East along said line 8.9 rods more or less, to the center of said ditch; thence along said center line South 4 degrees 30 minutes West 80.49 rods more or less, to the point of beginning, containing 2.2 acres, more or less.

Also, Part of the Northeast quarter of the Southeast quarter of Section Twenty-three (23), Township Five (5) North, Range Ten (10) West, bounded and described as follows, to-wit: Beginning at the Northwest corner of the Northeast quarter of the Southeast quarter of said Section 23, being also the Northeast corner of the 14.65 acre tract formerly owned by John W. Ford and in the center line of a black top road; thence South 82 rods to a point; thence East 27.1 rods to a point in the center line of Snapp Drainage Ditch; thence with said ditch North 23 degrees 29 minutes West 58.42 rods to a point; thence North 2 degrees 02 minutes West 27.33 rods to a point in the center of iron bridge across Snapp Drainage Ditch; thence with center line of said road West 3 rods to the place of beginning, containing 5.5 acres, more or less.

Also, Part of the Northwest quarter of the Southeast quarter of Section Twenty-three (23), Township Five (5) North, Range Ten (10) West, bounded and described as follows, towit: Beginning at the Northeast corner of the Northwest quarter of the Southeast quarter of said Section 23, said point being the Northwest corner of the 5.5 acre tract formerly owned by John W. and Mary O. Ford; thence West with half section line 32.2 rods to a point; thence south 5 degrees East 82.32 rods to a point; thence East 24.88 rods to a point; thence North 82 rods to the place of beginning, containing 14.64 acres, more or less.

Also, Part of Lots Numbered Three (3) and Four (4) in Section Twenty-six (26), Township Five (5) North, Range Ten (10) West, bounded and described as follows, towit: Beginning at a point in the East and West half section line of said Section 26, in the North line of Lot 4, distant 90.91 rods East of the center of said Section 26, said beginning point being in the center line of the Edward P. Snapp Et Al Ditch and being in the line of the Guy E. and John C. McGaughey, Trustees, et al 442.4 acre tract and in the center of the Township Road and being the Northwest corner of The United States of America 62.99 acre tract; thence with said 442.4 acre tract and said Township Road West 90.91 rods, to the Northwest corner of Lot Three (3) of said section; thence with the line of the said 442.4 acre tract South 44.88 rods to a point; thence East 87 rods to the West line of said United States of America 62.99 acre tract; thence with the line of the said 62.99 acre tract North 6 degrees 35 minutes East to the place of beginning, containing 24.4 acres, more or less.

Also Part of Section Number Twenty-six (26), Township Five (5) North, Range Ten (10) West, of the Second Principal Meridian, bounded and described as follows, to-wit: Beginning at a point on the North line of said Section 26, said point being 125.52 rods East of the Northwest corner of said Section 26, which is the Northeast corner of Location No. 298, thence continuing along the North line of said Section 26 East 139.77 rods to a point in the Snapp Drainage Ditch and in the line between said Sections 23 and 26; thence with said drainage ditch South 4 degrees 55 minutes West 165 rods to a point at the center of the Township Road and the Northwest corner of The United States of America 62.99 acre tract; thence leaving said drainage ditch and in a Westerly direction with said Township Road a distance of 90.91 rods to a point, the Northwest corner of the Mary E. Snapp Heirs 24.4 acre tract; thence continuing with said line of the Mary E. Snapp Heirs tract South 44.48 rods to a point; thence West 35.47 rods to a point; thence North 206.20 rods more or less, to the place of beginning, containing 140.67 acres, more or less.

EXHIBIT B

RESERVE AREA

The Reserve Area shall consist of the following:

Township Five (5) North, Range Ten (10) West and the portion of Township Five (5) North, Range Nine (9) West lying North and West of the Gallatia Sand Channel, all in Knox County, Indiana.

RECORDED April 18, 2006 # 845M  
DOC# 2740 INDEX BOOK FEE \$ 7100

*John Clark / Remock*  
R.K.C.

#23  
Farm D



2015R02556  
KNOX COUNTY RECORDER, IN  
06/04/2015 11:27:04AM

**ASSIGNMENT OF OVERRIDING ROYALTY INTEREST**  
**(TEMPLETON-VECTREN-OAKTOWN RESERVE)**

This Assignment is effective as of the 18<sup>th</sup> day of June, 2012, by and among Templeton Coal Company, Inc. (hereinafter "Templeton"), and Marjorie L. Tolan, (hereinafter "Assignee").

**RECITALS**

WHEREAS, Templeton has entered into a Coal Mining Lease (Oaktown Reserve), with Vectren Fuels as of April 17, 2006, as amended, a Memorandum of which is recorded on April 18, 2006 as Document Number 06-2740, Miscellaneous Book 7100, in the Office of the Recorder, Knox County, Indiana (hereinafter the "Coal Mining Lease").

WHEREAS, pursuant to a mediated settlement agreement and Agreed Entry, as approved by the Knox Superior Court under Cause Number 42D01-0611-PL-034 on July 6, 2012, Templeton has agreed to execute for Defendant and their successors and assigns as the owner of the applicable surface acreage overlying the Coal Mine Interest, an Assignment of an Overriding Royalty Interest equal to one-half of one percent (.5%) of the adjusted sales price of the No. V seam coal mined and sold from beneath such Defendant's respective surface acreage, such adjusted sales price to be computed FOB mine, net of transportation-quality adjustments and taxes arising from the mining or sale of such coal, other than income taxes.

WHEREAS, during the term of the Coal Mining Lease, Vectren Fuels or its successor or assign as lessee under the Coal Mining Lease shall administer payment of such overriding royalty, and the royalties payable to Templeton under the Coal Mining Lease shall be reduced by the amount of such overriding royalty paid.

NOW, THEREFORE, in consideration of the mutual promises and intending to be legally bound, the parties hereby agree as follows:

1. Templeton does hereby grant, assign, convey, set over and deliver to the persons identified in Exhibit "A" attached hereto and incorporated herein by reference an Overriding Royalty equal to one-half of one percent (.5%) of the adjusted sale price of the coal mined and sold from the respective assignee's surface acreage such adjusted sale price to be computed FOB mine, net of transportation, quality adjustments and tax arising from the mining or sale of such coal, other than income taxes. Such Overriding Royalty shall be a covenant running with the coal estate owned by Templeton or its successors and assigns and shall be payable to the named Assignee or their successors or assigns as holder of such Overriding Royalty as of the time of applicable mining and sale. Any party administering the payment of overriding royalties hereunder shall not be obligated to recognize a new payee of such Overriding Royalty until thirty (30) days after presentation of a duly recorded instrument transferring or otherwise conveying such Overriding Royalty estate and identifying the transferee.

16pgs  
7pgs 24

KNOX COUNTY RECORDER

2015R02556

1 of 7  
Give to Daryl Page 1 of 7

2. Sycamore, or Sunrise Land Holdings, LLC ("Sunrise Land"), as the assignee of Sycamore and the Lessee under the Coal Mining Lease, or its successors or assigns as Lessee under the Coal Mining Lease, as of the time of the applicable mining and sale, shall administer said assigned royalty payments with respect to the No. V seam of coal during the term of the Coal Mining Lease and make such payments to the named assignees or their successors and assigns.

3. The earned royalty payments owed to Templeton, under the Coal Mining Lease by Sycamore or Sunrise Land Holdings, LLC ("Sunrise Land"), as the assignee of Sycamore as the Lessee under the Coal Mining Lease or its successors or assigns, shall be reduced by the amount of the assigned Overriding Royalty payment.

4. The assigned Overriding Royalty payment, if any, that has accumulated since the effective date of this Assignment and is due and payable, shall be paid to Assignee after presentation, to Sunrise Land Holdings, LLC ("Sunrise Land"), as the assignee of Sycamore and the Lessee under the Coal Mining Lease, of a duly recorded copy of this assignment by the named Assignees or their successors and assigns, together with information as reasonably requested by Sunrise Land to facilitate payment, and thereafter on or before the twenty-fifth (25<sup>th</sup>) of the month following mining and sale of such coal. The recorded copy of this assignment and any such further information must be provided to Sunrise Land Holdings, LLC, 1183 E. Canvasback Drive, Terre Haute, Indiana, 47802. In the event that coal mined from the property described in Exhibit A is comingled with coal mined from other real estate, the payor may estimate the amount of coal mined from the applicable coal by standard industry practice using the surveyed quantity or other similar method. Any estimate of coal tonnage shall be reduced by estimated loss by reason of dilution, wash plant processing and production of coal.

5. Assignee hereby accepts such Assignment.

6. This Assignment shall be governed by the laws of the State of Indiana.

7. No amendment, supplement, variation, alteration or modification of this Assignment, or any waiver by any party hereto of any rights hereunder, will be effective unless in writing and executed by all of the parties to be bound thereby.

8. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

9. This Assignment shall be recorded in the Office of the Recorder of Knox County, Indiana.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above.

TEMPLETON COAL COMPANY, INC.



By: W. Curtis Brighton, President

ASSIGNEE:

Marjorie L. Tolan  
Marjorie L. Tolan

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

Jeffrey A. Lewellyn  
Jeffrey A. Lewellyn

This instrument was prepared by:  
Jeffrey A. Lewellyn, Atty #15216-34  
333 Ohio St.  
Terre Haute, IN 47807  
812-232-4311

STATE OF INDIANA )  
 )SS:  
COUNTY OF VIGO )

Before me, a Notary Public in and for said County and State, personally appeared W. Curtis Brighton who acknowledge the execution of the foregoing documents, and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and Notarial Seal this 2nd day June 2015.

Jeffrey A. Lewellyn  
Notary Public

Jeffrey A. Lewellyn  
Printed Name

My Commission Expires:  
01-29-2023

County of Residence:  
Vigo



STATE OF INDIANA )  
 )SS:  
COUNTY OF KNOX )

Before me, a Notary Public in and for said County and State, personally appeared Marjorie L. Tolan, who acknowledge the execution of the foregoing documents, and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and Notarial Seal this 2<sup>nd</sup> day April, 2015.

Elizabeth Marchino  
\_\_\_\_\_, Notary Public  
Resident of: KNOX CO, TN

My Commission Expires:

Aug 24, 2017

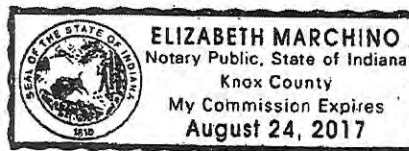


EXHIBIT A  
(1 page)

Parcel No. 42-05-34-100-003.000-001 ✓ 40 acres IA  
Parcel No. 42-05-27-400-001.000-001 ✓ 62.8 acres III

Surface Owner: Marjorie & Enos Tolan  
PO Box 329  
Oaktown, Indiana 47561

Parcel No. 42-05-27-300-003.000-001 ✓ 99 acres IB  
Parcel No. 42-05-27-100-004.000-001 ✓ 35 acres IOPD  
Parcel No. 42-05-27-200-003.000-001 ✓ 140.5 acres IOPD

Surface Owner: Marjorie Lee Tolan  
PO Box 329  
Oaktown, Indiana 47561

Parcel No. 42-05-27-100-006.000-001 8.546 acres\*  
Parcel No. 42-05-27-400-002.000-001 6.246 acres\*

\*Marjorie L. Tolan owns the mineral rights only

Surface Owner: Joshua C & Abigail L Mason  
10787 N. Bob Wolfe Road  
Oaktown, Indiana 47561

[END OF EXHIBIT]

05.  
OCT. 12 2005 \* 6787

OIL AND GAS LEASE

#24  
Farm ?

THIS AGREEMENT made and entered unto this 9<sup>th</sup> day of September 2005, by MARJORIE L. TOLAN, INDIVIDUALLY, and TAMARA LYNN TOLAN as TRUSTEE OF THE ENOS A. TOLAN TESTAMENTARY TRUST, hereinafter called LESSOR (whether one or more), and SOURCE ROCK RESOURCES, INC., 1301 McKinney, Ste. 3175, Houston, Texas 77010, hereinafter called LESSEE, WITNESSETH:

1. LESSOR, for and in consideration of TEN DOLLARS AND OTHER CONSIDERATION, the receipt of which is hereby acknowledged, and the covenants of the LESSEE hereinafter contained, does hereby grant, lease and let LESSEE the land described below, including all interest therein LESSOR may acquire by operation of law, revision or otherwise, (herein called "said land") exclusively for the purposes of exploring by geophysical and other methods, drilling, mining, operating for and producing oil and/or gas, together with all rights, privileges and easements useful or convenient in exploring for, drilling for, producing, treating, storing, caring for, transporting and removing production from said land and any other land adjacent thereto, including but not limited to rights to lay pipelines, build roads, establish and utilize facilities for disposition of water, brine or other fluids, and construct tanks, power and communication lines, pump and power stations, and other structures and facilities. It is expressly understood, however, that in conducting its operations hereunder LESSEE shall only use such portion of said land as is reasonably necessary to explore for and develop the lands covered hereby. LESSEE also agrees that said land may be used for injection well purposes only if said land or lands pooled therewith are producing or are being utilized for the purpose of obtaining production on said land or lands pooled therewith. Said land is in the County of Knox and State of Indiana and is described as follows:

SEE ATTACHED EXHIBIT 'A'

containing 729.516 acres, more or less, and all lands and interests therein contiguous or appurtenant to the land specifically described above, that are owned or claimed by LESSOR, or to which LESSOR has a preference right of acquisition, including but not limited to all lands underlying all alleys, streets, roads or highways and all riparian or submerged lands along and/or underlying any rivers, lakes or other bodies of water. The term "oil" when used in this lease shall mean crude oil and other hydrocarbons, regardless of gravity, which are produced at the well in liquid form by ordinary production methods and which are not the result of condensation of gas after it leaves the underground reservoir. The term "gas" when used in this lease shall mean a mixture of hydrocarbons and of non-hydrocarbons in a gaseous state which may or may not be associated with oil, coal, or shale, and including coal bed methane and shale gas and those liquids resulting from condensation of gas after it leaves the underground reservoir.

2. Subject to the other provisions contained herein, this lease shall remain in force for a term of five (5) years from this date (the "primary term"), and as long thereafter as operations are conducted or there is production upon said land with no cessation for more than 90 consecutive days, provided, however, that in no event shall this lease terminate if commercial production of oil and/or gas from a well located on said land or on lands pooled therewith, has not permanently ceased. If operations commenced during the primary term are discontinued less than 90 days before the end of the term, this lease shall not terminate at the end of the primary term if operations are again conducted within 90 days after the discontinuance. Whenever used in this lease the word "operations" shall refer to any of the following and activities related thereto: preparing a location for drilling, drilling, coring, testing, completing, equipping, reworking, re-completing, deepening, plugging back, de-watering, water disposal or repairing of a well in search of or in an endeavor to obtain production of oil and/or gas, and production of oil and/or gas.

3. LESSEE covenants and agrees to pay the following royalties: (a) To deliver to the credit of the LESSOR into tank reservoirs or into the pipeline to which LESSEE may connect its wells, one-eighth of the oil produced and saved from the said land, LESSOR's interest to bear one-eighth of the cost of treating oil to render it marketable pipeline oil, or from time to time, at the option of the LESSEE, LESSEE may sell the oil produced and saved from said land and pay LESSOR one-eighth on the net amount realized by LESSEE, computed at the wellhead, whether the point of sale is on or off said land, and (b) To pay LESSOR on gas produced on said land (1) when sold by LESSEE, whether the point of sale is on or off said land, one-eighth of the net amount realized by LESSEE, computed at the wellhead, or (2) when used by LESSEE, for purposes other than those specified in Paragraph numbered 8 of this lease, the market value, at the wellhead, of one-eighth of said gas. Prior to payment of royalty, LESSOR shall execute a Division Order setting forth his interest in production. LESSEE may pay all taxes and privilege fees levied upon LESSOR's royalty share of production of oil and gas, and deduct the amount so paid from any monies payable to LESSOR hereunder.

4. If any well capable of producing oil and/or gas in paying quantities is located on said land, or on lands pooled or communitized with all or part of said land, is at any time shut-in and production therefrom is not sold or used off the premises, then such shut-in well shall be considered a well producing oil and/or gas and this lease will continue in force while such well is shut-in, whether before or after expiration of the primary term. LESSEE shall use reasonable diligence to market oil and/or gas capable of being produced from such shut-in well, but shall be under no obligation to reinject or recycle gas, or to market such oil and/or gas under terms, conditions or circumstances which in LESSEE's judgment are uneconomic or otherwise unsatisfactory. If all wells on said land, or lands pooled or communitized with all or part of said land, are shut-in, then within 60 days after expiration of each period of one year in length (annual period) during which all such wells are shut-in, LESSEE shall be obligated to pay or tender, as royalty, to LESSOR (at LESSOR's address), the sum of \$1.00 multiplied by the number of net mineral acres subject to this lease, provided, however, that if production from a well or wells is sold or used off the premises before the end of any such period, or if at the end of any such annual period this lease is being maintained in force and effect other than solely by reason of the shut-in wells, LESSEE shall not be obligated to pay or tender said sum of money for that annual period. This shut-in royalty payment may be made in currency, draft or check, at the option of LESSEE and the depositing of such payment in any post office, with sufficient postage and properly addressed to LESSOR, within 60 days after expiration of the annual period shall be deemed sufficient payment as herein provided. The

accomplished, shall increase the obligations or diminish the rights of LESSEE, including, but not limited to rights and obligations relating to the location and drilling of wells and the measurement of production.

11. If LESSEE is prevented from, or delayed in commencing, continuing, or resuming operations, or complying with its express or implied obligations hereunder by circumstances not reasonably within LESSEE's control, this lease shall not terminate and LESSEE shall not be liable in damages so long as said circumstances continue (the "period of suspension"). These circumstances include, but are not limited to the following: Conflict with federal, state or local laws, rules, regulations and executive orders; acts of God; strikes; lockouts; riots; wars; improper refusal or undue delay by any governmental agency in issuing a necessary approval, license or permit applied for by LESSEE; equipment failures; or inability to obtain materials in the open market or to transport said materials. If the period of suspension commences more than 90 days prior to the end of the primary term of this lease, then that period of suspension shall be added to the primary term. If the period of suspension commences less than 90 days prior to the end of the primary term or at any time after the primary term, then this lease shall not terminate if LESSEE shall commence or resume operations within 90 days after the end of the period of suspension.

12. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants and provisions of this lease shall extend to such party's heirs, devisees, legal representatives, successors or assigns. Notwithstanding any other actual or constructive knowledge of the record owner of this lease, no change in the ownership of land or assignment of royalties or other monies, or any part thereof, shall be binding on the then record owner of this lease until 45 days after the record owner has received, by certified mail, written notice of such change, and the originals or certified copies of those instruments that have been properly filed for record and that shall be necessary in the opinion of record owner to establish the validity of such change of ownership or division of interest. No change or division in the ownership of said land, royalties or other monies, or any part thereof, however accomplished, shall increase the obligations or diminish the rights of LESSEE, including, but not limited to, rights and obligations relating to the location and drilling of wells and the measurement of production. Upon assignment by LESSEE, its successors or assigns, the assignor shall be released from, and the assignee shall assume, the responsibility to fulfill the conditions and to perform the covenants of this lease, express or implied, with regard to the interest assigned. Breach of any covenant or failure to fulfill any condition by any owner of any part of the leasehold interest created by this lease shall not defeat or affect the rights of the owner(s) of any other part.

13. LESSOR hereby warrants and agrees to defend the title to said land, and agrees that LESSEE may upon default by LESSOR under any land contract, mortgage, taxes, loan or other liens or charges with respect to said land pay any or all of such charges, either before or after maturity, and be subrogated to the rights of the holder thereof, and may reimburse itself by applying to such payments any royalty or other monies payable to LESSOR hereunder. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as LESSOR. Notwithstanding anything to the contrary contained in this paragraph or elsewhere in this lease, the LESSEE and LESSOR agree that in the event of a breach of this warranty of title by LESSOR, that the damages recoverable against LESSOR for such breach of warranty shall be limited to the monies improperly paid to LESSOR under this lease, as well as any attorneys' fees properly recoverable as a result of enforcing such warranty.

14. If after the execution of this lease, either LESSOR or LESSEE is put on notice that some or all of the mineral interests covered and affected by said lease had been previously severed from the surface estate and remain outstanding in another party(ies), then as to such mineral interests, this lease shall not become effective. The contractual obligation of LESSEE as to such interest shall be suspended and held in abeyance until such outstanding mineral interest is extinguished and reverts to LESSOR. The severed mineral interest will be presumed to have merged into the surface estate upon the filing of a "Notice of Lapse of Mineral Interest and Affidavit of Service of Notice" by LESSOR in the Dormant Mineral Interest Record in the County Recorder's Office. If, thereafter, the prior owner of the severed mineral interest refutes the mineral reversion, the obligations of the LESSEE as to such interest under the lease would again be suspended and held in abeyance until there remained no valid legal claim to prevent the lapse of mineral interest.

15. LESSEE may at any time surrender this lease as to all or part of said land, be delivering or mailing a release to LESSOR if the lease is not recorded, or by placing a release of record in the proper county if the lease is recorded. If this lease is surrendered only as to part of said land, any shut-in royalties which may thereafter be payable hereunder shall be reduced proportionately. Additionally, LESSEE shall provide to LESSOR a written release of this lease releasing any of said land which is no longer subject to the terms hereof.

16. All written notices permitted or required by this lease to be given LESSOR and LESSEE herein shall be at their respective addresses listed hereinabove, shall be by certified United States mail, and shall identify this lease by date, parties, description and recording data, provided that either party may change such notice address by giving written notice to the other party specifying the new address.

17. At the end of the five (5) year primary term of this lease, upon satisfaction of the condition provided for below, this lease may, at LESSEE's option, be extended as to all lands described on Exhibit "A" for an additional primary term of three (3) years commencing on the date that the lease would have expired but for the extension. The condition that must be satisfied by LESSEE prior to the exercise of the option to renew this lease is as follows:

LESSEE, its successors, or assigns shall have drilled or participated in the drilling and testing of at least three (3) wells in Busseron, Widner or Vigo Townships, County of Knox, State of Indiana, to a depth sufficient to penetrate the New Albany Shale formation.

LESSEE may exercise its option by paying or tendering to LESSOR an extension payment of \$25 per acre for the net mineral acres then covered by the extended lease, said bonus to be paid or tendered to LESSOR in the same manner as provided in Paragraph number 4 hereof with regard to the payment of shut-in royalties. If LESSEE exercises this option, the primary term of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from that date to the end of the extended primary term. LESSEE's option may only be exercised once and shall expire five (5) years from the date of execution of this lease.

18. When requested by LESSEE, LESSOR agrees to participate in and to execute a unitization agreement as provided by LESSEE, pooling this land with other lands to create a production unit(s).

19. Unless LESSOR otherwise agrees in writing, upon termination of any of LESSEE's operations on LESSOR's land, LESSEE shall fully restore and level the surface of the land affected by such terminated operations as near as reasonably

right to maintain this lease by paying shut-in royalties shall terminate in the event shut-in royalties are paid for a period of over three consecutive years.

5. On or before two (2) years from the anniversary date of this lease, LESSEE shall be obligated to pay to LESSOR the sum of Five Thousand four hundred seventy one and 37/100 dollars (\$5471.37), which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months from the date of the second anniversary date of this lease. If operations for drilling are not commenced on said land or on acreage pooled therewith as above provided on or before three (3) years from the date of execution of this lease, this lease shall then terminate as to both parties, unless on or before such third year anniversary date LESSEE shall pay or tender (or shall make a bona fide attempt to pay or tender, as hereinafter stated), to LESSOR the sum of Five Thousand four hundred seventy one and 37/100 dollars (\$5471.37), (herein called rentals), which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments or tenders annually, the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental under this paragraph and of royalty under paragraph 3 on any gas well from which gas is not being sold or used may be made by the check or draft of LESSEE mailed or delivered to the parties entitled thereto. If LESSEE shall, on or before any anniversary date, make a bona fide attempt to pay or deposit rental to a LESSOR entitled thereto according to LESSEE's records or to a LESSOR, who, prior to such attempted payment or deposit, has given LESSEE notice, in accordance with subsequent provisions of this lease, of his right to receive rental, and if such payment or deposit shall be ineffective or erroneous in any regard, LESSEE shall be unconditionally obligated to pay such LESSOR the rental properly payable for the rental period involved, and this lease shall not terminate but shall be maintained in the same manner as if such erroneous or ineffective rental payment or deposit had been properly made, provided that the erroneous or ineffective rental payment or deposit be corrected within 30 days after receipt by LESSEE of written notice from such LESSOR of such error accompanied by such instruments as are necessary to enable LESSEE to make proper payment. The cash payment that must be tendered on or before the second anniversary of the lease is consideration for this lease according to its terms and shall not be allocated as a mere rental for a period.

6. In the event LESSOR considers that LESSEE has not complied with all its obligations hereunder, both express and implied, LESSOR shall give written notice to LESSEE, setting out specifically in what respects LESSEE has breached this contract. LESSEE shall have 60 days from receipt of such notice to commence and thereafter pursue with reasonable diligence such action as may be necessary or proper to satisfy such obligation of LESSEE, if any, with respect to LESSOR's notice. Neither the service of said notice nor the doing of any acts by LESSEE intended to satisfy any of the alleged obligations shall be deemed an admission or presumption that LESSEE has failed to perform all its obligations hereunder. No judicial action may be commenced by LESSOR for forfeiture of this lease or for damages until after said 60 day period. If this lease is cancelled for any cause, it shall, nevertheless, remain in force and effect as to (a) sufficient acreage around each well as to which there are operations, so as to constitute a drilling or maximum allowable unit under applicable governmental regulations, such acreage to be designated by LESSEE in such shape as then existing spacing rules permit, and (b) any part of said land included in a pooled unit on which there are operations. LESSEE shall also have such easements on said land as are necessary or convenient for operations on the acreage so retained.

7. If this lease covers less than the entire undivided interests in the oil and gas in said land (whether LESSOR's interest is herein specified or not), then the royalties as provided above shall be paid to LESSOR only in the proportion which the interest in oil and gas covered by this lease bears to the entire undivided interest therein.

8. LESSEE shall have the right to use, free of cost, gas, oil and water produced on said land for LESSEE's operations hereunder, except water from the wells of LESSOR. LESSEE shall bury LESSEE's pipelines of any nature to a depth of at least three (3) feet below plow depth, and in places where growing crops are located above such pipelines LESSEE agrees to utilize the double ditch method for trenching. The location of wells of any type drilled by LESSEE hereunder, as well as the location of any tank batteries utilized by LESSEE in its operations, shall be mutually agreed upon by LESSOR and LESSEE in good faith and in a manner calculated to give reasonable consideration to the interests of both LESSOR and LESSEE. LESSEE agrees that where necessary it will bury at least three (3) feet below plow depth, using the double ditch method, any power lines utilized by it in its operations hereunder so that such power lines and poles do not interfere with any of LESSOR's center pivot irrigation systems. LESSEE shall pay for damages caused by LESSEE's operations to growing crops on said land. During the term of this lease and for a period of 120 days following the cessation of this lease, LESSEE shall have the right to remove all machinery and fixtures placed on said land, including the right to draw and remove casing and any other downhole equipment and fixtures.

9. LESSEE is hereby granted the right to pool or unitize said land, or any part of said land, with other lands, as to any or all minerals or horizons, to establish units containing not more than approximately 320 acres; provided, however, such units may be established so as to contain not more than approximately 640 acres as to any or all of the following: (a) gas, (b) oil produced from formations below the base of the Black River Lime and (c) oil produced from wells classified as gas wells by the regulatory agency having jurisdiction. If larger units than those permitted above, either at the time established or thereafter, are required or permitted under any governmental rule or order for the drilling or operation of a well at a regular location or obtaining the maximum allowable from any well or for any other reason, then the maximum unit size authorized hereby shall conform to the size required or permitted by such governmental rule or order. LESSEE may enlarge the units as above provided at any time, and from time to time, during the continuance of this lease, either before or after production is obtained. A unit established hereunder shall be effective for all purposes of this lease, whether or not all interests in the lands in the unit are effectively pooled or unitized. In no event shall LESSEE be required to drill more than one well in each unit. LESSEE may reduce or terminate such unit or units at any time prior to the discovery of oil or gas on the pooled acreage, or at any time after discovery subsequent to the cessation of production. LESSEE may create, enlarge, reform, reduce, or terminate each unit by recording a written declaration to that effect in the office of the Register of Deeds in the county or counties in which such unit is located. Any operations conducted on any part of the lands pooled shall be deemed to be on the lands leased herein within the meaning of all provisions of this lease. Production of oil and/or gas from the unit shall be allocated to the lands described herein which are included in the unit in the same proportion as the number of surface acres in the lands described herein which are included in the unit bears to the total number of surface acres in that unit.

10. If, after the date hereof, the leased premises shall be conveyed in severalty or in separate tracts, the premises shall, nevertheless, be developed and operated as one lease, except that royalties as to any producing well shall be payable to the owner or owners of only those tracts located within the drilling unit designated by the state regulatory agency for such well and apportioned among said tracts on a surface acreage basis; provided, however, if a portion of the leased premises is pooled with other lands for the purpose of operating the pooled unit as one lease, this paragraph shall be inoperative as to the portion so pooled. No change or division in the ownership of said land, royalties or other monies, or any part thereof, however

possible to the contours which existed prior to such operations. LESSEE shall use such measures as are appropriate to prevent erosion and pollution. LESSEE shall restore all private roads and drainage and irrigation ditches disturbed by LESSEE's operations, and restore the surface upon which holding pits of any nature were constructed, to as near as reasonably possible the condition which existed prior to such operations. All surface restoration shall be accomplished to the reasonable satisfaction of LESSOR. Damages to growing crops shall be determined in good faith by the yield loss based upon surrounding acreage and the market price realized by the LESSOR for the surrounding crops and shall be paid by LESSEE within thirty (30) days of written notice from LESSOR.

20. LESSEE shall INDEMNIFY AND HOLD HARMLESS the LESSOR against all loss, costs, causes of action, claims, penalties, assessments, and other expenses which may occur as a result of LESSEE'S actions or inactions in connection with this lease including, but not limited to, damage to property, damage to person, public liability, environmental liability, tort liability, contractual liability, as well as any other costs or loss assessed, asserted, claimed, or recovered against LESSOR as a result of LESSEE'S actions or inactions under this LEASE or as LESSEE.

21. LESSEE shall pay the cost of any abstract and other title material it desires for the lands made subject to the terms of this lease.

22. In the event either party must take legal action to enforce their rights hereunder, then the prevailing party to such action shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees, in the prosecution of said cause and the cure of said breach.

23. All plugging of wells drilled by LESSEE hereunder shall be pursuant to regulations issued by the State of Indiana and failure to do so shall make LESSEE strictly liable to LESSOR for the costs of compliance not paid by LESSEE'S bond.

24. So that LESSOR can evaluate the adequacy of payments made hereunder, LESSOR shall have reasonable access during normal business hours to the books and records of the LESSEE that relate to the accuracy and sufficiency of royalties paid to LESSOR and the post production costs assessed against the interest of LESSOR.

25. LESSEE shall pay to the LESSOR the sum of two thousand dollars (\$ 2,000.00) prior to moving in to drill any well on LESSOR's lands as described on Exhibit 'A', which sum is to be in addition to any payments to be made pursuant to paragraph 19 above

Executed as of the day and year first above written.

Marjorie L. Tolan  
MARJORIE L. TOLAN

Tamara Lynn Tolan  
TAMARA LYNN TOLAN, TRUSTEE  
OF THE ENOS A. TOLAN TESTAMENTARY TRUST

STATE OF INDIANA Indiana )  
COUNTY OF KNOX Knox )

The foregoing instrument was acknowledged before me this 9th day of September, 2005, by Marjorie L. Tolan.

IN WITNESS WHEREOF, I have hereunto set my signature and affixed my official seal.

My Commission Expires:  
Feb. 10, 2007

Hathleen Dunkley  
Notary Public for the County of Knox, Indiana

STATE OF OKLAHOMA )  
COUNTY OF Love )

The foregoing instrument was acknowledged before me this 24th day of September, 2005, by Tamara Lynn Tolan, Trustee of the Enos A. Tolan Testamentary Trust.

IN WITNESS WHEREOF, I have hereunto set my signature and affixed my official seal.

My Commission Expires:  
June 7, 2008



Janice L. Brokesholder  
Notary Public for the County of Love, OKLAHOMA

MAY 29 2007\*

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3427

#24  
Farm C

### AMENDMENT OF LEASE DESCRIPTION

This Agreement is entered into on this 18<sup>TH</sup> day of May, 2007, between Tamara Lynn Tolan as Trustee of the Enos A. Tolan Testamentary Trust, as Lessor, (hereinafter referred to as "LESSOR"), and New Albany-Indiana, L.L.C., Inc., (hereinafter referred to as "LESSEE").

LESSOR previously executed an Oil and Gas Lease in favor of Source Rock Resources, Inc., covering certain lands in Knox County, Indiana (hereinafter referred to as "Leased Premises"). Said Lease is dated September 9, 2005, and was recorded on October 12, 2005, as Instrument #05-6787, in the Office of the Recorder of Knox County, Indiana (hereinafter referred to as the "Previously Recorded Lease").

The legal description pertaining to the Leased Premises in the Previously Recorded Lease is indefinite, incomplete or erroneous. The land intended to be described therein is more fully and accurately described as follows (hereinafter referred to as "Corrected Legal Description"):

*The East side of the Northeast Quarter of the Northwest Quarter of Section 15, Township 5 North, Range 9 West, Widner Township, described as follows:*

*Beginning at a stone [at] the Quarter Section corner between Sections 10 and 15 in said Township and Range; thence South 21 chains and 50 links [1,419.00 feet]; thence West 6 chains and 35 links [419.10 feet]; thence North 21 chains and 24 links [1,401.84 feet] to the Section line dividing said Section 10 and 15; thence East on a magnetic variation of 6.25 degrees East, 6 chains and 41 links [423.06 feet] to the place of beginning, containing 13.58 acres, more or less.*

Subsequent thereto, Source Rock Resources, Inc., conveyed an undivided 45.00% working interest in the Previously Recorded Lease to New Albany-Indiana, L.L.C., in an Assignment of Oil, Gas and Mineral Leases and Bill of Sale dated March 3, 2006, and recorded on March 15, 2006, as Instrument #06-1826. Further, Source Rock Resources, Inc., conveyed an undivided 45.00% working interest in the Previously Recorded Lease to Aurora Energy, Ltd., in an Assignment of Oil, Gas and Mineral Leases and Bill of Sale dated April 7, 2006, and recorded on June 26, 2006, as Instrument #06-4487. Source Rock Resources, Inc., retained an undivided 10.00% working interest. New Albany-Indiana, L.L.C., also conveyed an undivided 40.423% of its right, title and interest in the Previously Recorded Lease to Baseline Oil & Gas Corporation in an Assignment, Bill of Sale, and Conveyance dated March 16, 2007, and recorded on April 4, 2007, as Instrument #07-2155. Pursuant to unrecorded agreements between said parties, New Albany-Indiana, L.L.C., was nominated to act as the Operator in relationship to the Previously Recorded Lease and therefore is referred to herein as "LESSEE."

LESSEE is the owner of said Previously Recorded Lease and LESSOR is the owner, subject to said Lease, of the Leased Premises, as accurately and properly described above.



MAY 29 2007 \*

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#24  
Farm C

### AMENDMENT OF LEASE DESCRIPTION

This Agreement is entered into on this 15<sup>th</sup> day of MAY, 2007, between Marjorie L. Tolan, individually, as Lessor, (hereinafter referred to as "LESSOR"), and New Albany-Indiana, L.L.C., Inc., (hereinafter referred to as "LESSEE").

LESSOR previously executed an Oil and Gas Lease in favor of Source Rock Resources, Inc., covering certain lands in Knox County, Indiana (hereinafter referred to as "Leased Premises"). Said Lease is dated September 9, 2005, and was recorded on October 12, 2005, as Instrument #05-6787, in the Office of the Recorder of Knox County, Indiana (hereinafter referred to as the "Previously Recorded Lease").

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*The East side of the Northeast Quarter of the Northwest Quarter of Section 15, Township 5 North, Range 9 West, Widner Township, described as follows:*

*Beginning at a stone [at] the Quarter Section corner between Sections 10 and 15 in said Township and Range; thence South 21 chains and 50 links [1,419.00 feet]; thence West 6 chains and 35 links [419.10 feet]; thence North 21 chains and 24 links [1,401.84 feet] to the Section line dividing said Section 10 and 15; thence East on a magnetic variation of 6.25 degrees East, 6 chains and 41 links [423.06 feet] to the place of beginning, containing 13.58 acres, more or less.*

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LESSEE is the owner of said Previously Recorded Lease and LESSOR is the owner, subject to said Lease, of the Leased Premises, as accurately and properly described above.

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom, and the covenants, agreements and obligations stipulated in the Previously Recorded Lease, the parties hereto agree as follows:

- 1) The Previously Recorded Lease is hereby amended to include and cover the Leased Premises as described in Corrected Legal Description in lieu of the land originally described in said Lease.
- 2) The Previously Recorded Lease, as hereby amended, is now a valid and subsisting Oil and Gas Lease and the LESSOR does hereby lease, let, and demise the Leased Premises as described in the Corrected Legal Description unto LESSEE under and subject to the terms and provisions of said Lease as hereby amended.
- 3) This instrument shall be fully binding upon and effective as to the interest of each LESSOR, if more than one, without regard to the execution, or lack of execution, by any other person whomsoever, and the provisions hereof shall constitute covenants running with the land and leasehold estate and shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this instrument is duly signed as of the day and year first above written:

Marjorie L. Tolan  
Marjorie L. Tolan

STATE OF INDIANA     )  
  )SS  
COUNTY OF KNOX     )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of April, 2007, by Marjorie L. Tolan as her free and voluntary act. MAY M.T.

WITNESS, my hand and Notarial Seal this 15 day of April, 2007. MAY M.T.

My commission expires: 4-24-2013

Daniel R. Miller  
Daniel R. Miller  
Knox County, Indiana  
Notary Public, State of Indiana  
Greene County  
My commission expires 4/24/2013  
Commission No. 540443

Prepared By: Daniel Miller, on behalf of Magnum Land Services, LLC P.O. Box 1069 Traverse City, Michigan 49685-1069

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

Signature of Preparer Daniel R. Miller

RECORDED 589 07 9:55  
DOC# 07-3430 Dutcher 14.00  
BOOK FEE \$  
Ann Clark / Berneck  
R.K.C.

#25  
Farm B



2008R00421  
2008R00421  
KNOX COUNTY RECORDER, IN  
01/24/2008 10:30:34AM

### PIPELINE RIGHT-OF-WAY GRANT & EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That Marjorie L. Tolan, of P.O. Box 329 Oaktown, IN 47561 (hereinafter called "Grantor"), whether one or more, for and in consideration of Twenty-Five Cents (\$0.25) per lineal foot, hereinafter referred to as "Initial Consideration", the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey and warrant unto REX ENERGY I, LLC, a Delaware limited liability company with its principal office at 1975 Waddle Road, State College, PA 16803, its successors and assigns (hereinafter called "Grantee"), a right-of-way easement to survey, clear and excavate for, lay, construct, test, operate, inspect, maintain, protect, repair, replace, alter, change the size and/or remove pipeline(s) and appurtenances thereto, including fittings, compression, corrosion control equipment, meters, and other apparatus above the ground, as may be necessary or convenient to the operation of the pipeline for the transportation of natural gas (including coalbed methane gas) and oil and constituent products thereof (including but without limitation produced water), and derivatives or other substances under, across and through lands owned by Grantor or in which Grantor has an One-Half interest situated in Widner Township, Knox County, Indiana, described as follows, to-wit:

Widner Township, T5N, R9W

Section: 9 Pt. E4NE4 (021-004-0009-800-001

(XI)

containing 62.1 acres, more or less, as more fully described in a Warranty Deed recorded in the Office of the Recorder of Knox County, State of Indiana, in **Book** or as Document #252, at Page's 800-803, together with the right of ingress, egress and regress for all purposes incidental to this grant.

Grantee shall pay to Grantor the sum of One & 75/100 Dollars (\$1.75) per lineal foot, (hereinafter called "Additional Payment") which sum, together with the Initial Consideration for the right of way and easement herein granted shall be considered and referred to as the "Total Payment". Said Additional Payment shall be made to Grantor within thirty (30) days of the completion of construction of said pipeline(s) across Grantor's property described above. It is understood and agreed, however, that Grantee is not obligated to construct said pipeline(s) hereunder or to make Additional Payment unless it shall elect to do so. In the event said Additional Payment is not made to Grantor prior to the expiration of three (3) years from the date hereof, the pipeline right-of-way grant and easement herein granted shall terminate. Grantee is hereby granted the right to enter upon said described premises for survey purposes prior to and without any obligation to make such additional payment.

The pipeline right-of-way grant and easement herein granted shall have a temporary width of forty (40) feet; reverting to a permanent width of twenty (20) feet following construction.

15 pgs  
4 pgs

17  
18

Rec Energy

Notwithstanding, anything to the contrary contained herein, Grantor reserves the right to approve the location of any and all surface equipment, including but not limited to valves, meters, regulators and other appurtenances associated with the construction and maintenance of said pipeline(s). Grantor's approval shall not be unreasonably withheld.

Grantor reserves the right to use and enjoy said lands except as may be necessary for the purposes herein granted, provided Grantor shall not construct or permit to be constructed any house, structure or other obstruction or excavation on, over or within said permanent right-of-way and easement and will not change the grade over any pipeline constructed hereunder.

Any payment provided for hereunder (including said Additional Payment) may be made by check or draft either directly or by mail to Grantor, or to whom is hereby appointed agent and authorized to receive and receipt for such payment. If mailed, such payment shall be considered made as of the date of mailing thereof to Grantor or to said agent. (No change in the ownership of the land affected by this Grant shall affect payment hereunder until thirty (30) days after Grantee shall have received a copy of a recorded instrument evidencing such change.) If two or more persons are entitled to receive any payment hereunder (including said Additional Payment), the proportionate part of such payment to which each person is entitled may be made to such person or his agent separately as provided above. The payment tendered to such person or his agent of his portion of such Additional Payment shall maintain this agreement as to such person and interest in the above described lands.

Grantee agrees, at the time of construction, to bury said pipeline(s) to a depth of at least forty-two (42) inches through cultivated lands. In addition to the Total Payment, Grantee further agrees to pay for all actual damages caused as a result of Grantee's actions to growing crops and timber; also, Grantee shall replace or repair in a good and workmanlike manner all tile or fences disturbed or cut in the construction, maintenance or operation of all facilities authorized herein on said land, provided that after the pipeline(s) has been constructed, Grantee shall not be liable for damages caused by keeping the said right of way area clear of trees, undergrowth, brush and obstructions.

All rights, privileges and obligations created by this instrument shall be construed as a covenant running with the land, and shall inure to the benefit of, and be binding upon, the heirs, devisees, legal representatives, successors and assigns of the Grantor and Grantee. Grantee is expressly granted the right to assign this right of way and easement, or any part thereof or interest therein, and the same shall be divisible among two or more parties as to any right or interest created hereunder. In the event, the transportation of natural gas (including coalbed methane gas) and oil and constituent products thereof (including without limitation produced water) and derivatives or other substances through the pipeline(s) constructed under the terms of this agreement shall cease for a term of five (5) consecutive calendar years; then in that event, this Pipeline Right-Of-Way Grant and Easement shall terminate.

Grantor certifies that Grantor is not a foreign person, is the owner of the land and has the right, title and capacity to grant the rights and easement herein granted and that the address and marital status of the Grantor is as set forth above.

This agreement, as written, covers the entire agreement between the parties and no other representations or agreements, written or oral, have been made modifying, adding to or changing the terms hereof or inducing the execution hereof and the person obtaining this agreement on behalf of Grantee has no authority to make any promise, agreement or representation not expressly set forth herein.

Executed this 3<sup>rd</sup> day of October, 2007

GRANTOR(S):

Marjorie L. Tolan  
Marjorie L. Tolan

GRANTEE:

REX ENERGY I, LLC

BY: Thomas F. Shields  
Thomas F. Shields, President & Chief Operating Officer

DANIEL R. MILLER  
Notary Public State of Indiana  
Greene County  
My commission expires 4/24/2013  
Commission No. 540443

STATE OF INDIANA)

) SS

ACKNOWLEDGEMENT

COUNTY OF KNOX)

The foregoing instrument was acknowledged before me this 1st day of October, 2007 by Marjorie L. Tolan.

IN WITNESS WHEREOF I have hereunto set my signature and affixed my official seal.

Daniel R. Miller  
Daniel R. Miller (Notary Public)

My Commission Expires: 4-24-2013



st 26  
Farm B



\* 2 0 0 8 R 0 5 2 3 1 4 \*

2008R05231

BRENDA J. HALL  
KNOX COUNTY RECORDER  
VINCENNES, IN

RECORDED ON  
09/04/2008 12:42:17PM

REC FEE: 17.00  
PAGES: 4

MEMORANDUM OF COAL LEASE

On 15<sup>th</sup> day of August, 2008, Vectren Fuels, Inc., as Lessee, entered into a Coal Lease Agreement with Marjorie L. Tolan and the Enos A. Tolan Trust, Tamara Tolan, Trustee, as Lessor, in which Lessor, granted and leased Lessor's coal mineral interests in the following described real estate in Knox County, Indiana:

See Exhibit A attached hereto and incorporated herein.

The Lease grants exclusive rights with respect to the surface and coal mineral deposits as defined therein.

Any notices which may be, or are, required to be given shall be in writing and shall be addressed to the respective parties as follows:

To Lessor: Marjorie L. Tolan  
P.O. Box 329  
Oaktown, IN 47561

To Lessee: Vectren Fuels, Inc.  
One Vectren Square  
Evansville, Indiana 47708

The term of the lease is twenty (20) years and so long thereafter as mining operations are being conducted in the "General Mining Area", as such term is defined therein.

This Memorandum of Coal Lease is executed by Lessor and Lessee and placed of record in the county in which the lands are located for the purpose of placing all persons on notice of the existence of the lease, which is not, by agreement of the parties, being filed of record.

3 pcs  
4 pgs  
17 ck

Joe Craig  
2156 E. 51<sup>st</sup> St  
Petersburg  
47567

IN WITNESS WHEREOF, the parties have executed this Memorandum on the date and year noted below.

LESSOR:

Marjorie L. Tolan

Marjorie L. Tolan

Tamara L. Tolan

Tamara Tolan, Trustee  
Enos A. Tolan Trust

Dated: 7/29/08

LESSEE:

Vectren Fuels, Inc.

By: Randy L. Beck

Randy L. Beck, President  
(Printed Name) (Title)

Dated: 8-15-08

STATE OF Indiana )  
 )  
COUNTY OF Knox ) :ss

SUBSCRIBED AND SWORN TO before me, a Notary Public in and for said County and State, this 16<sup>th</sup> day of July, 2008, appeared Marjorie L. Tolan and did hereby execute this Memorandum of Coal Lease.

Anna L. Dayton  
Notary Public  
Printed: ANNA L. DAYTON  
County of Residence: DAVIESS

My commission expires:

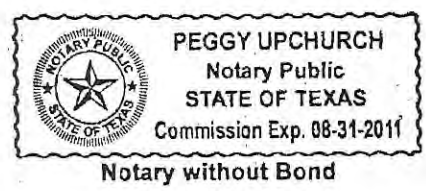
August 12, 2009

STATE OF TEXAS )  
 ) :SS  
COUNTY OF DENTON )

SUBSCRIBED AND SWORN TO before me, a Notary Public in and for said County and State, this ~~27th~~ day of JULY, 2008, appeared Tamara Tolan, Trustee of the Enos A. Tolan Trust and did hereby execute this Memorandum of Coal Lease.

My commission expires:  
08/31/11

Peggy Upchurch  
Notary Public  
Printed: PEGGY UPCHURCH  
County of Residence: DENTON



STATE OF INDIANA )  
 ) :SS  
COUNTY OF VANDERBURGH )

SUBSCRIBED AND SWORN TO before me, a Notary Public in and for said County and State, this 15th day of AUGUST, 2008, appeared RANDY BECK, the PRESIDENT of Vectren Fuels, Inc., and did hereby execute this Memorandum of Coal Lease.

My commission expires:  
3-7-2012

Julie K Walpe  
Notary Public  
Printed: JULIE K WALPE  
County of Residence: WARRICK

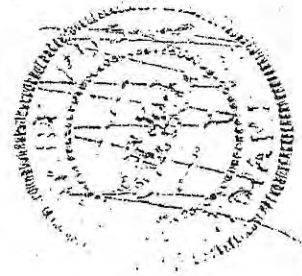


Exhibit "A"  
(Legal Description)

The following tract of real estate located in Widner Township, Knox County, state of Indiana, to-wit:

The East half of the Northeast Quarter of Section Nine (9), Township Five (5) North, Range Nine (9) West, containing Eighty (80) acres, more or less; EXCEPTING THEREFROM the following, to-wit: Beginning at a stone at the southwest corner of said tract of land; thence East Fourteen and Fifty-eight hundredths (14-58/100) chains to a stone on the bank of said Marsh Creek Ditch; thence North Twenty-seven (27) degrees West, along the west bank of said Marsh Creek Thirty-two and fifty hundredths (32-50/100) chains; thence South Twenty-nine and Forty-seven hundredths (29-47/100) chains to the place of beginning, containing Twenty-one and Fifty hundredths (21-50/100) acres, and containing after said exception 58.50 acres, more or less.

(X) I

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

NAME: J. W. [Signature]

B4

#27 Farms Base



2009R03640

BRENDA J. HALL  
KNOX COUNTY RECORDER  
VINCENNES, IN  
RECORDED ON  
07/08/2009 02:31:20PM  
REC FEE: 19.00  
PAGES: 5

MEMORANDUM OF COAL LEASE

On 19<sup>th</sup> day of MAY, 2009, Vectren Fuels, Inc., as Lessee, entered into a Coal Lease Agreement with Marjorie L. Tolan and the Enos A. Tolan Trust, Tamara Tolan, Trustee, as Lessor, in which Lessor, granted and leased Lessor's coal mineral interests in the following described real estate in Knox County, Indiana:

See Exhibit A attached hereto and incorporated herein.

The Lease grants exclusive rights with respect to the surface and coal mineral deposits as defined therein.

Any notices which may be, or are, required to be given shall be in writing and shall be addressed to the respective parties as follows:

To Lessor: Marjorie L. Tolan  
P.O. Box 329  
Oaktown, IN 47561

To Lessee: Vectren Fuels, Inc.  
One Vectren Square  
Evansville, Indiana 47708

The term of the lease is twenty (20) years and so long thereafter as mining operations are being conducted in the "General Mining Area", as such term is defined therein.

This Memorandum of Coal Lease is executed by Lessor and Lessee and placed of record in the county in which the lands are located for the purpose of placing all persons on notice of the existence of the lease, which is not, by agreement of the parties, being filed of record.

5 pgs \$19.<sup>00</sup>

IN WITNESS WHEREOF, the parties have executed this Memorandum on the date and year noted below.

LESSOR:

LESSEE:

Marjorie L. Tolan

Marjorie L. Tolan

Vectren Fuels, Inc.

Tamara L. Tolon

Tamara Tolan, Trustee  
Enos A. Tolan Trust

By: Randy Beck  
Randy L. Beck, President  
(Printed Name) (Title)

Dated: 5-26-09

Dated: 6-18-09

STATE OF INDIANA )  
 )  
 ) :SS  
COUNTY OF KNOX )

SUBSCRIBED AND SWORN TO before me, a Notary Public in and for said County and State, this 19<sup>th</sup> day of MAY, 2009, appeared MARJORIE L. TOLAN and did hereby execute this Memorandum of Coal Lease.

My commission expires:  
1-26-16

Joe W. Craig  
Notary Public  
Printed: JOE W. CRAIG  
County of Residence: PIKE





## EXHIBIT A

The following tracts of land located in Busseron and Widner Township, Knox County, State of Indiana, to-wit:

The East half of the Southeast Quarter of the Southeast Quarter of Section Nine (9), Township Five (5) North, Range Nine (9) West, containing Twenty (20) acres, EXCEPTING THEREFROM the following, to-wit: Part of the Southeast Quarter of the Southeast Quarter of Section Nine (9), Township Five (5) North, Range Nine (9) West, bounded as follows: Beginning Thirty (30) links West of the northeast corner of said tract; thence South on line between Sections Nine (9) and Ten (10) said Township and Range, Three (3) chains and Fifty-three (53) links to a stone; thence West Ten (10) chains and Eighteen (18) links to a stone; thence North Three (3) chains and Fifty-three (53) links to a stake; thence East Ten (10) chains and Eighteen (18) links to the place of beginning, containing Three and Fifty-nine hundredths (3-59/100) acres and containing, after said exception, 16.41 acres, more or less.

ALSO, the Southwest Quarter of the Southwest Quarter in Section Ten (10), Township Five (5) North, Range Nine (9) West, containing Forty (40) acres, more or less.

ALSO, Part of the Northwest Quarter of the Southwest Quarter in Section Ten (10), Township Five (5) North, Range Nine (9) West, bounded as follows: Beginning at the southwest corner of said Northwest Quarter of the Southwest Quarter; thence North Nine and Fifty-seven hundredths (9-57/100) chains to the center of the Watts Bond Ditch; thence down said ditch South Twenty-six (26) degrees East Ten and Sixty hundredths (10-60/100) chains to the South line of the said Northwest Quarter of the Southwest Quarter; thence West Four and Sixty-six hundredths (4-66/100) chains to the place of beginning, containing Two and Twenty hundredths (2-20/100) acres, more or less.

ALSO, Part of the Northeast Quarter of the Southeast Quarter of Section Nine (9), Township Five (5) North, Range Nine (9) West, bounded as follows: Beginning at a stone and the northeast corner of said tract; thence South Twenty (20) chains and Eighty-three (83) links to a post; thence West Thirty (30) links to a stake; thence North Nine (9) chains and Ninety-one (91) links to a stake; thence North Twenty-eight (28) degrees Twenty (20) minutes West one (1) chain and Sixty (60) links to a stake; thence North Sixty-one (61) degrees and Forty (40) minutes East, Sixty-five (65) links to the center line of the Marsh Creek Ditch; thence North Twenty-six (26) degrees Forty-eight (48) minutes West along said center line, Twelve (12) chains and Twenty-one (21) links to the East and West Quarter Section line of said Section; thence East Five (5) chains and Sixty-six (66) links to the place of beginning, containing Three and Fifty-nine hundredths (3-59/100) acres.

*Farm B*

*Farm B*

*Farm B*

*Farm B*

ALSO, the Southeast Quarter of the Northwest Quarter of Section Fifteen (15), Township Five (5) North, Range Nine (9) West, containing Forty (40) acres, more or less.

Farm C

ALSO, Part of the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section Ten (10), in Township Five (5) North, Range Nine (9) West, bounded and described as follows, to-wit: Beginning at the quarter section corner on the west side of said Section No. Ten (10); thence South with the west line of said Section No. 10, 594 feet to the northwest corner of Clarence Blann's 12.02 acre tract; thence East with Blann's line 429 feet to a stake; thence North 594 feet to a stake on the north line of said Quarter Quarter Section; thence West 429 feet to the place of beginning, containing 5.5 acres.

Farm B

ALSO, Part of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of said Section Ten (10), Township Five (5) North, Range Nine (9) West, bounded and described as follows, to-wit: Beginning at the southwest corner of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of said Section; thence East 429 feet; thence North 20 feet; thence West 429 feet to a stake on the Section line; thence South 20 feet to the place of beginning, containing Twenty hundredths (0.20) of an acre.

Farm B

ALSO, Part of the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section Ten (10), Township Five (5) North, Range Nine (9) West, bounded and described as follows, to-wit: Beginning at the southwest corner of the said Northwest Quarter of the Southwest Quarter; thence North 11.37 chains to a stake; thence East 12.50 chains to a stake; thence South 11.37 chains to a stake; thence West 12.50 chains to the place of beginning, containing 14.22 acres, EXCEPTING THEREFROM the following parcel, to-wit: Beginning at the southwest corner of the said Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4); thence north Nine and 57/100 chains to the center of the Watts Bond Ditch; thence down said Ditch South 26 degrees East Ten and 60/100 chains to the south line of the said Northwest Quarter; thence West Four and 66/100 chains to the place of beginning, and containing Two and 20/100 acres, leaving 12.02 acres.

Farm B

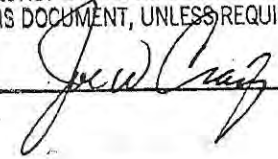
ALSO, The East side of the Northeast Quarter of the Northwest Quarter of Section 15, Township 5, Range 9, consisting of 13 acres, more or less, located in Knox County, Indiana.

Farm C

AND THEREFORE, all of the above described real estate subject to this Coal Lease contains a total of 132.92 acres.

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

NAME: \_\_\_\_\_



#20  
Farm C

\* 2 0 0 9 R 0 6 2 6 7 4 \*  
2009R06267  
BRENDA J. HALL  
KNOX COUNTY RECORDER  
VINCENNES, IN  
RECORDED ON  
11/30/2009 01:14:18PM  
REC FEE: 18.00  
PAGES: 4

**RIGHT-OF-WAY GRANT**

(West Knox Project)

IN 1387

FOR valuable consideration, in hand paid, receipt of which is hereby acknowledged, Marjorie Lee Tolan, Personal Representative of The Estate of Enos A. Tolan, of P.O. Box 329, Oaktown, Indiana 47561-0329 and Tamara Tolan, Trustee of The Enos A. Tolan Trust, of HC 67, Box 625, Marietta, Oklahoma 73448, as "Grantor", do(es) hereby grant(s), convey(s) and warrant(s) unto ATLAS ENERGY INDIANA, LLC, an Indiana Limited Liability Company, of 10691 E. Carter Rd., Suite 201, Traverse City, MI 49684, as "Grantee," its successors and assigns, the rights and interests enumerated below in, to and over the lands in Knox County, Indiana described as follows:

**TOWNSHIP 5 NORTH, RANGE 9 WEST (Widner Township)**

Farm C

Section 15: Part of East side of NE/4 of NW/4.  
Tax ID # 021-004-0015-200-002

See Exhibit "A"

containing 13.00 acres, more or less, as more fully described in that certain deed recorded in the office of the Recorder of Knox County, Indiana, in Book 261, Page 180 and incorporated herein by reference for a more particular description of said property.

A right-of-way, and easement to survey, clear and excavate for, lay, construct, reconstruct, test, operate, inspect, maintain, protect, repair, replace, renew, alter, change the size of, or remove, pipe(s), or pipeline(s), and pipeline appurtenances, at any time or times, for the transportation of gas, oil, petroleum or other substances which can be transported through a pipeline(s).

To have and hold the same unto said Grantee, its successors and assigns, until said rights-of-way be exercised, and thereafter until permanently abandoned, together with the right of ingress and egress at convenient points for such purposes, and with all rights necessary for the convenient enjoyment of the privileges herein granted.

The pipelines anticipated by this Agreement will be installed within thirty (30) foot wide corridors, the locations of which are indicated on the map attached as Exhibit A to this Right of Way Grant. No building, structure or obstruction shall be erected or placed, no grade shall be changed, and no trees shall be planted on or in those corridors without the written consent of the Grantee. Additional workspace contiguous to said route(s) may be used temporarily during construction, maintenance or removal of said pipe(s) or pipeline(s).

All pipelines laid under this grant shall be laid upon a route or route(s) selected by Grantee, unless otherwise specified herein, and shall be buried to such depth as not to interfere with the ordinary cultivation of said land. If more than one pipeline should at any time be laid under this grant, each such additional line shall be laid parallel with and adjacent to the first line. Grantee shall replace in a good and workmanlike manner all fences and drainage systems disturbed or cut in the construction, maintenance or operation with the rights granted hereunder. This Right-of-Way Grant is further subject to the terms and conditions of an agreement between Grantor and Grantee, having the same date, entitled "Special Considerations and Agreements."

4pgs  
17  
10R  
18

Atlas Energy, Knox  
18-  
60



Dated effective as of this 17<sup>th</sup> day of October, 2009.

Tamara Tolan  
Tamara Tolan, Trustee of the  
Enos A. Tolan Trust  
315-62-8918

ACKNOWLEDGMENT

STATE OF Oklahoma )  
 )ss.  
COUNTY OF Love )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of October, 2009, by, Tamara Tolan, who executed the foregoing instrument and who acknowledged that they did so as their free act and deed.

\* Trustee of the Enos A. Tolan Trust

[Signature]  
Notary Public  
Love County,  
acting in Love County,  
My commission expires: 8/27/2012



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

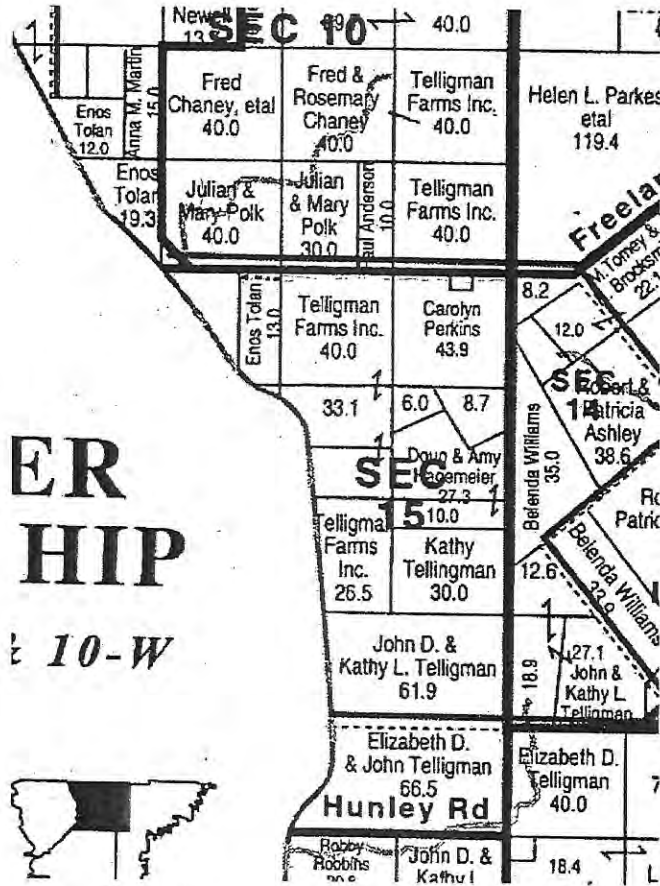
[Signature]  
Randy Harden

Prepared by: Randy Harden, ATLAS ENERGY INDIANA, LLC, 10691 E. Carter Rd., Suite 201, Traverse City, MI 49684

After recording return to Cathy Thomas, ATLAS ENERGY INDIANA, LLC, 10691 E. Carter Rd., Suite 201, Traverse City, MI 49684

Exhibit "A"

Attached and a part of a certain right of way agreement date August 17<sup>th</sup>, 2009, by and between Marjorie Lee Tolan and Tamara Tolan, and Atlas Energy Indiana, LLC.



Pipeline -----

Parcel

*Marjorie Lee Tolan*  
 Marjorie Lee Tolan

*Tamara Tolan*  
 Tamara Tolan

#29 Farm B

\* 2 0 1 0 R 0 2 5 3 6 3 \*  
2010R02536  
BRENDA J. HALL  
KNOX COUNTY RECORDER  
VINCENNES, IN  
RECORDED ON  
05/28/2010 10:42:22AM  
REC FEE: 16.00  
PAGES: 3

**RIGHT-OF-WAY GRANT**

(West Knox Project)

IN 1609

FOR valuable consideration, in hand paid, receipt of which is hereby acknowledged, **Marjorie Lee Tolan**, Personal Representative of The Estate of Enos A. Tolan, of **P.O. Box 329, Oaktown, Indiana 47561-0329** as "Grantor," do(es) hereby grant(s), convey(s) and warrant(s) unto **ATLAS ENERGY INDIANA, LLC**, an Indiana Limited Liability Company, of 10691 E. Carter Rd., Suite 201, Traverse City, MI 49684, as "Grantee," its successors and assigns, the rights and interests enumerated below in, to and over the lands in Knox County, Indiana described as follows:

**TOWNSHIP 5 NORTH, RANGE 9 WEST (Widner Township)**

**Section 10: Part of the NW/4 of SW/4. Tax ID #021-004-0010-300-014**  
**Section 10: Part of SW/4. Tax ID #021-004-0010-300-015**  
**Section 9: Part of Section 9. Tax ID #021-004-0009-800-001**

See Exhibit "A"

containing 93.40 acres, more or less, as more fully described in that certain deed recorded in the office of the Recorder of Knox County, Indiana, in Book 261, Page 180 and incorporated herein by reference for a more particular description of said property.

A right-of-way, and easement to survey, clear and excavate for, lay, construct, reconstruct, test, operate, inspect, maintain, protect, repair, replace, renew, alter, change the size of, or remove, pipe(s), or pipeline(s), and pipeline appurtenances, at any time or times, for the transportation of gas, oil, petroleum or other substances which can be transported through a pipeline(s).

To have and hold the same unto said Grantee, its successors and assigns, until said rights-of-way be exercised, and thereafter until permanently abandoned, together with the right of ingress and egress at convenient points for such purposes, and with all rights necessary for the convenient enjoyment of the privileges herein granted.

The pipelines anticipated by this Agreement will be installed within thirty (30) foot wide corridors, the locations of which are indicated on the map attached as Exhibit A to this Right of Way Grant. No building, structure or obstruction shall be erected or placed, no grade shall be changed, and no trees shall be planted on or in those corridors without the written consent of the Grantee. Additional workspace contiguous to said route(s) may be used temporarily during construction, maintenance or removal of said pipe(s) or pipeline(s).

All pipelines laid under this grant shall be laid upon a route or route(s) selected by Grantee, unless otherwise specified herein, and shall be buried to such depth as not to interfere with the ordinary cultivation of said land. If more than one pipeline should at any time be laid under this grant, each such additional line shall be laid parallel with and adjacent to the first line. Grantee shall replace in a good and workmanlike manner all fences and drainage systems disturbed or cut in the construction, maintenance or operation with the rights granted hereunder. This Right-of-Way Grant is further subject to the terms and conditions of an agreement between Grantor and Grantee, having the same date, entitled "Special Considerations and Agreements."

3pgs  
15 per  
160

160  
WKnox  
7037  
60 32

The rights and interests conveyed to Grantee by this instrument shall be freely assignable in whole or in part. All rights, privileges and obligations created by this instrument shall inure to the benefit of, and be binding upon the heirs, devisees, administrators, executors, successors and assigns of the Grantor and Grantee.

This Right-of-Way Grant may be signed in any number of counterparts, each of which shall be considered an original for all purposes.

Dated effective as of this 19<sup>th</sup> day of April, 2010.

Marjorie Lee Tolan  
Marjorie Lee Tolan

\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF INDIANA            )  
  )ss.  
COUNTY OF KNOX            )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of April, 2010, by, Marjorie Lee Tolan, who executed the foregoing instrument and who acknowledged that they did so as their free act and deed.



Randy Harden  
Randy Harden Notary Public  
Knox County, IN  
acting in Knox County, IN  
My commission expires: 5-12-2017

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Randy Harden  
Randy Harden

Prepared by: Randy Harden, Vincennes, Indiana

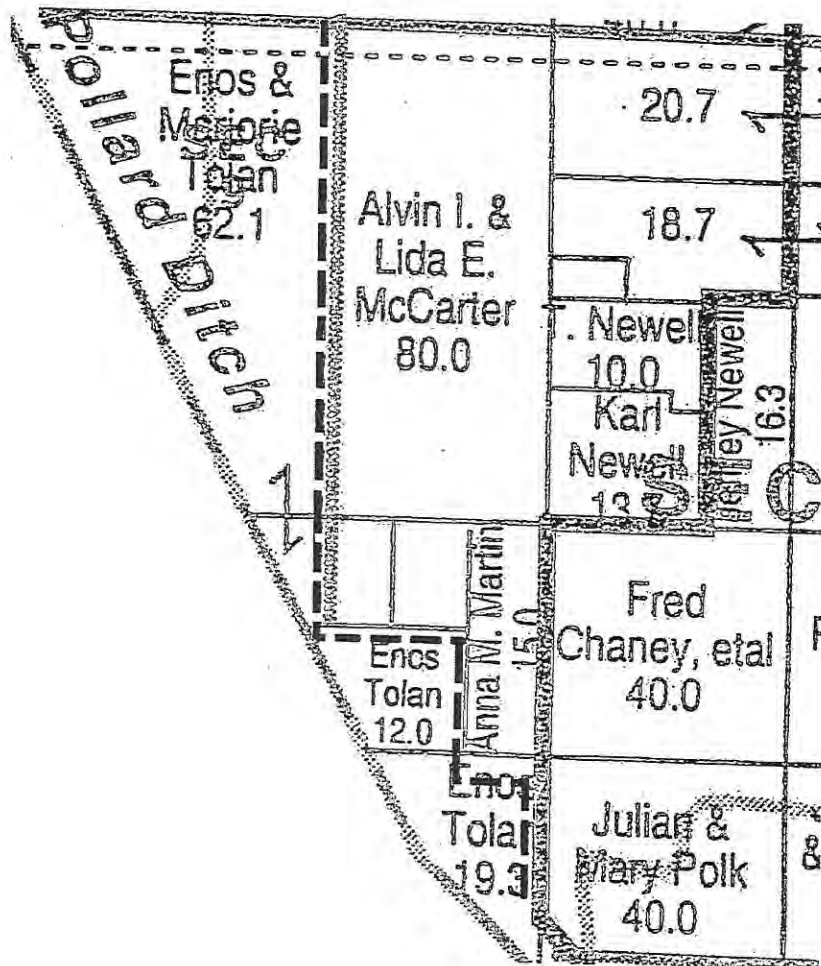
After recording return to Cathy Thomas, ATLAS ENERGY INDIANA, LLC, 10691 E. Carter Rd., Suite 201, Traverse City, MI 49684

## Exhibit "A"

Attached to and made a part of a certain right of way agreement dated April 19, 2010, by and between Marjorie Lee Tolan and Atlas Energy Indiana, LLC.

T5N-R9W, Widner Township, Knox County, Indiana

Section 10: Part of the NW/4 of SW/4.	Tax ID #021-004-0010-300-014
Section 10: Part of SW/4.	Tax ID #021-004-0010-300-015
Section 9: Part of Section 9.	Tax ID #021-004-0009-800-001



Pipeline

Parcel

A-30  
Farm A



\* 2 0 1 0 R 0 2 6 7 6 3 \*

2010R02676

BRENDA J. HALL  
KNOX COUNTY RECORDER

VINCENNES, IN

RECORDED ON

06/07/2010 01:07:30PM

REC FEE: 16.00

PAGES: 3

**RIGHT-OF-WAY GRANT**

(West Knox Project)

121627

FOR valuable consideration, in hand paid, receipt of which is hereby acknowledged, Tamara Tolan as Trustee of The Enos A. Tolan Trust, HC-67, Box 625, Marietta OK 73448, as "Grantor," do(es) hereby grant(s), convey(s) and warrant(s) unto ATLAS ENERGY INDIANA, LLC, an Indiana Limited Liability Company, of 10691 E Carter Rd, Suite 201, Traverse City, MI 49684, as "Grantee," its successors and assigns, the rights and interests enumerated below in, to and over the lands in Knox County, Indiana described as follows:

**TOWNSHIP 5 NORTH, RANGE 9 WEST (Busseron Township)**

Survey 4 : (Parcel # 001-007-S004-000-005) 96.2 ac

Survey 5 : (Parcel # 001-004-S005-000-002) 45.9 ac

containing      acres, more or less, as more fully described in that certain deed recorded in the office of the Recorder of Knox County, Indiana, in Book 261 at Page 180 and incorporated herein by reference for a more particular description of said property.

- a) a right-of-way, and easement to survey, clear and excavate for, lay, construct, reconstruct, test, operate, inspect, maintain, protect, repair, replace, renew, alter, change the size of, or remove, pipe(s), or pipeline(s), and appurtenances, at any time or times, for the transportation of gas, oil, petroleum or other substances which can be transported through a pipeline(s); ~~b) a right-of-way and easement to survey for, construct, install, operate, test, inspect, maintain, protect, repair, and replace cables, conduits, wires, conductors, fixtures, appurtenances and facilities as necessary or convenient to provide electric service for Grantee's operations; and c) a right of way and easement to survey, clear for, construct, install, operate, maintain, repair and replace roads for ingress and egress to and from, over and through the lands described above and for any and all purposes necessary and/or convenient for the exercise by Grantee of the rights and interests herein granted.~~

To have and hold the same unto said Grantee, its successors and assigns, until said rights-of-way be exercised, and thereafter until permanently abandoned, together with the right of ingress and egress at convenient points for such purposes, and with all rights necessary for the convenient enjoyment of the privileges herein granted.

The pipelines, ~~electric facilities and roadways~~ anticipated by this Agreement will be installed within thirty (30) foot wide corridors, the locations of which are indicated on the map attached as Exhibit A to this Right of Way Grant. No building, structure or obstruction shall be erected or placed, no grade shall be changed, and no trees shall be planted on or in those corridors without the written consent of the Grantee. Additional workspace contiguous to said route(s) may be used temporarily during construction, maintenance or removal of said electric service, pipe(s) or pipeline(s).

All pipelines laid under this grant shall be laid upon a route or route(s) selected by Grantee, unless otherwise specified herein, and shall be buried to such depth as not to interfere with the ordinary cultivation of said land. If more than one pipeline should at any time be laid under this grant, each such additional line shall be laid parallel with and adjacent to the first line. Grantee shall replace in a good and workmanlike manner all fences and drainage systems disturbed or cut in the construction, maintenance or operation with the rights granted hereunder. This Right-of-Way Grant is further subject to the terms and conditions of an agreement between Grantor and Grantee, having the same date, entitled "Special Considerations and Agreements."

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16.00

KNOX COUNTY RECORDER  
31-11P-16

Further, for the consideration herein paid, Grantor hereby releases and discharges Grantee of and from any and all claims and causes of action arising out of, or in any way connected with, the exercise by Grantee of the rights-of-way herein granted.

The rights and interests conveyed to Grantee by this instrument shall be freely assignable in whole or in part. Specifically, Grantor acknowledges that Grantee may assign its rights hereunder to electric utility companies who shall then have the right to install electric facilities without the need to acquire separate or additional easements or rights of way. Nonetheless, Grantee agrees to execute such further assurances, including easements or rights of way, that may be required by an electric utility company prior to the construction of electric facilities contemplated by this instrument. All rights, privileges and obligations created by this instrument shall inure to the benefit of, and be binding upon the heirs, devisees, administrators, executors, successors and assigns of the Grantor and Grantee.

Dated effective as of this 23 day of March, 2010.

Tamara Tolan - Trustee  
Tamara Tolan - Trustee

ACKNOWLEDGMENT

STATE OF Oklahoma )  
COUNTY OF Love ) ss.

The foregoing instrument was acknowledged before me this 23 day of March, 2010, by, Tamara Tolan - Trustee of The Enos A. Tolan Trust, who executed the foregoing instrument and who acknowledged that they did so as their free act and deed.



[Signature]  
Notary Public  
Love County, ~~IN~~ OK  
acting in Love County, ~~IN~~ OK  
My commission expires: 8/27/2012

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

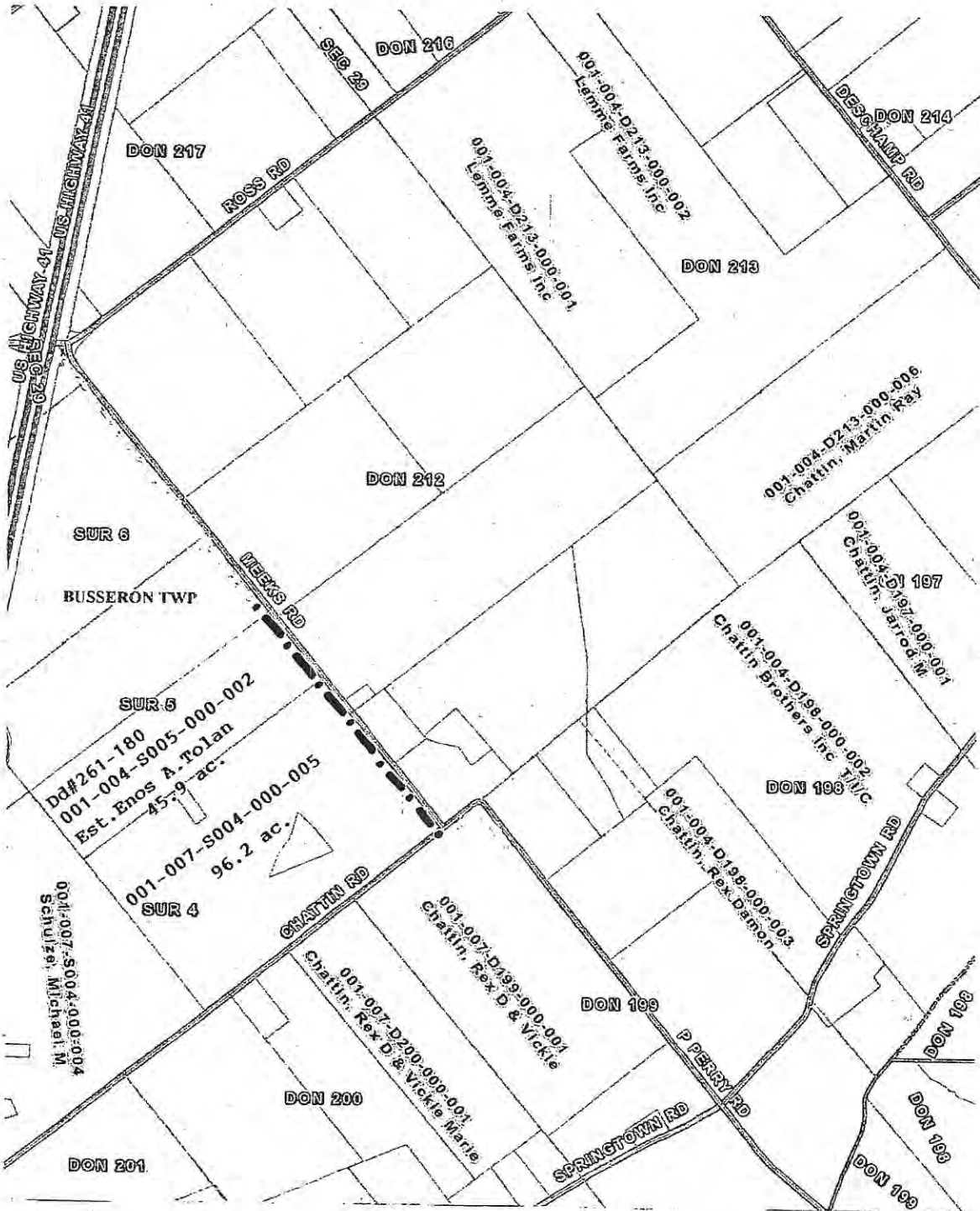
[Signature]  
Gregg Stewart

Prepared by: Gregg Stewart, ATLAS ENERGY INDIANA, LLC, 10691 E. Carter Rd., Suite 201, Traverse City, MI 49684

After recording return to Cathy Thomas, ATLAS ENERGY INDIANA, LLC, 10691 E. Carter Rd., Suite 201, Traverse City, MI 49684

**EXHIBIT "A"**

Attached to and made a part of that certain Right-of-Way Grant between Tamara Tolan, as Trustee of the Enos A. Tolan Trust, as Grantor and ATLAS ENERGY INDIANA, LLC, an Indiana company, as Grantee.



#31 Farm B



2010R02762

BRENDA J. HALL  
KNOX COUNTY RECORDER  
VINCENNES, IN  
RECORDED ON  
06/14/2010 09:39:44AM  
REC FEE: 16.00  
PAGES: 3

**RIGHT-OF-WAY GRANT**

(West Knox Project)

IN 1635

FOR valuable consideration, in hand paid, receipt of which is hereby acknowledged, **Tamara Tolan**, Trustee of The Enos A. Tolan Trust, of **HC 67, Box 625, Marietta, Oklahoma 73448**, as "Grantor", do(es) hereby grant(s), convey(s) and warrant(s) unto **ATLAS ENERGY INDIANA, LLC**, an Indiana Limited Liability Company, of 10691 E. Carter Rd., Suite 201, Traverse City, MI 49684, as "Grantee," its successors and assigns, the rights and interests enumerated below in, to and over the lands in **Knox** County, Indiana described as follows:

**TOWNSHIP 5 NORTH, RANGE 9 WEST (Widner Township)**

**Section 10: Part of the NW/4 of SW/4.**

**Tax ID #021-004-0010-300-014**

**Section 10: Part of SW/4.**

**Tax ID #021-004-0010-300-015**

**Section 9: Part of Section 9.**

**Tax ID #021-004-0009-800-001**

See Exhibit "A"

containing **93.40** acres, more or less, as more fully described in that certain deed recorded in the office of the Recorder of **Knox** County, Indiana, in Book **261**, Page **180** and incorporated herein by reference for a more particular description of said property.

A right-of-way, and easement to survey, clear and excavate for, lay, construct, reconstruct, test, operate, inspect, maintain, protect, repair, replace, renew, alter, change the size of, or remove, pipe(s), or pipeline(s), and pipeline appurtenances, at any time or times, for the transportation of gas, oil, petroleum or other substances which can be transported through a pipeline(s).

To have and hold the same unto said Grantee, its successors and assigns, until said rights-of-way be exercised, and thereafter until permanently abandoned, together with the right of ingress and egress at convenient points for such purposes, and with all rights necessary for the convenient enjoyment of the privileges herein granted.

The pipelines anticipated by this Agreement will be installed within thirty (30) foot wide corridors, the locations of which are indicated on the map attached as Exhibit A to this Right of Way Grant. No building, structure or obstruction shall be erected or placed, no grade shall be changed, and no trees shall be planted on or in those corridors without the written consent of the Grantee. Additional workspace contiguous to said route(s) may be used temporarily during construction, maintenance or removal of said pipe(s) or pipeline(s).

All pipelines laid under this grant shall be laid upon a route or route(s) selected by Grantee, unless otherwise specified herein, and shall be buried to such depth as not to interfere with the ordinary cultivation of said land. If more than one pipeline should at any time be laid under this grant, each such additional line shall be laid parallel with and adjacent to the first line. Grantee shall replace in a good and workmanlike manner all fences and drainage systems disturbed or cut in the construction, maintenance or operation with the rights granted hereunder. This Right-of-Way Grant is further subject to the terms and conditions of an agreement between Grantor and Grantee, having the same date, entitled "Special Considerations and Agreements."

11 pgs  
3 pgs

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1CR  
16.

Atlas Energy

16-  
W Knox  
7037  
2652  
6

Right-of-Way Grant  
Page 2 of 2

The rights and interests conveyed to Grantee by this instrument shall be freely assignable in whole or in part. All rights, privileges and obligations created by this instrument shall inure to the benefit of, and be binding upon the heirs, devisees, administrators, executors, successors and assigns of the Grantor and Grantee.

This Right-of-Way Grant may be signed in any number of counterparts, each of which shall be considered an original for all purposes.

Dated effective as of this 11<sup>th</sup> day of ~~April~~<sup>MAY</sup>, 2010.

Tamara Tolan, Trustee  
Tamara Tolan, Trustee

ACKNOWLEDGMENT

STATE OF OKLAHOMA )

COUNTY OF LOVE )

)ss.

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of ~~April~~<sup>May</sup> 2010, by, Tamara Tolan, Trustee of The Enos A. Tolan Trust, who executed the foregoing instrument and who acknowledged that they did so as their free act and deed.



[Signature]  
Notary Public  
Love County, OK  
acting in Love County, OK  
My commission expires: 8/27/2012

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

[Signature]  
Randy Harden

Prepared by: Randy Harden, Vincennes, Indiana

After recording return to Cathy Thomas, ATLAS ENERGY INDIANA, LLC, 10691 E. Carter Rd., Suite 201, Traverse City, MI 49684

Exhibit "A"

Attached and a part of a certain right of way agreement date ~~April~~ <sup>MAY</sup> 11<sup>th</sup>, 2010, by and between Marjorie Lee Tolan and Tamara Tolan, and Atlas Energy Indiana, LLC.

**T5N-R9W, Widner Township, Knox County, Indiana**

Section 10: Part of the NW/4 of SW/4.

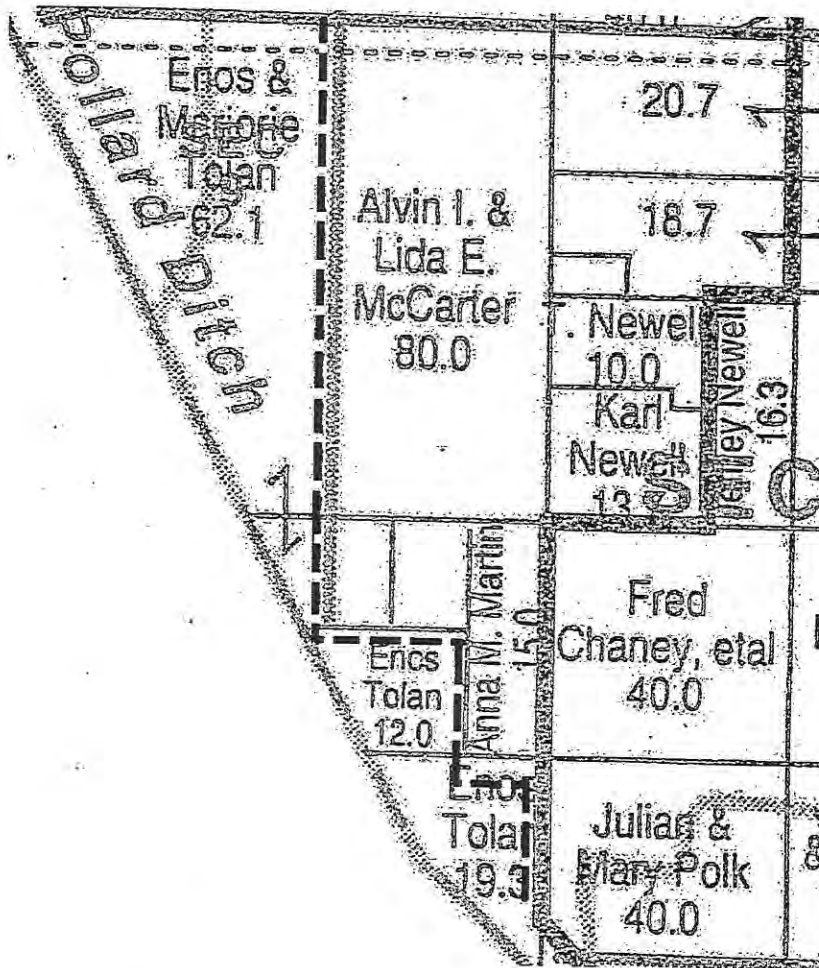
Tax ID #021-004-0010-300-014

Section 10: Part of SW/4.

Tax ID #021-004-0010-300-015

Section 9: Part of Section 9.

Tax ID #021-004-0009-800-001



Pipeline -----

Parcel



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

2010R05535

BRENDA J. HALL  
KNOX COUNTY RECORDER  
VINCENNES, IN  
RECORDED ON

11/09/2010 07:36:04AM

REC FEE: 16.00

PAGES: 3

#32  
Farm

**RIGHT-OF-WAY GRANT**  
**(West Knox Project)**

11/18/10

FOR valuable consideration, in hand paid, receipt of which is hereby acknowledged, Marjorie Lee Tolan, a widow and as Personal Representative of the Estate of Enos A. Tolan-Deceased, 400 Maple Avenue, Oaktown IN 47591, as "Grantor," do(es) hereby grant(s), convey(s) and warrant(s) unto ATLAS ENERGY INDIANA, LLC, an Indiana Limited Liability Company, of 10691 E Carter Rd, Suite 201, Traverse City, MI 49684, as "Grantee," its successors and assigns, the rights and interests enumerated below in, to and over the lands in Knox County, Indiana described as follows:

**BUSSERON TOWNSHIP(5)NORTH, RANGE(9)WEST**

**Pt. Section 27: Pcl#001-005-0027-500-003(140.5 ac.)and Pcl#001-005-0027-900-004(99 ac.)**  
**Pt. Location#298: Pcl#001-005-L298-000-005(35 ac.)**

containing 274.5 acres, more or less, as more fully described in that certain deed recorded in the office of the Recorder of Knox County, Indiana, in Book 261 at Page 180 and incorporated herein by reference for a more particular description of said property.

- a) a right-of-way, and easement to survey, clear and excavate for, lay, construct, reconstruct, test, operate, inspect, maintain, protect, repair, replace, renew, alter, change the size of, or remove, pipe(s), or pipeline(s), and appurtenances, at any time or times, for the transportation of gas, oil, petroleum or other substances which can be transported through a pipeline(s); b) a right-of-way and easement to survey for, construct, install, operate, test, inspect, maintain, protect, repair, and replace cables, conduits, wires, conductors, fixtures, appurtenances and facilities as necessary or convenient to provide electric service for Grantee's operations; and c) a right of way and easement to survey, clear for, construct, install, operate, maintain, repair and replace roads for ingress and egress to and from, over and through the lands described above and for any and all purposes necessary and/or convenient for the exercise by Grantee of the rights and interests herein granted.

To have and hold the same unto said Grantee, its successors and assigns, until said rights-of-way be exercised, and thereafter until permanently abandoned, together with the right of ingress and egress at convenient points for such purposes, and with all rights necessary for the convenient enjoyment of the privileges herein granted.

The pipelines, electric facilities and roadways anticipated by this Agreement will be installed within thirty (30) foot wide corridors, the locations of which are indicated on the map attached as Exhibit A to this Right of Way Grant. No building, structure or obstruction shall be erected or placed, no grade shall be changed, and no trees shall be planted on or in those corridors without the written consent of the Grantee. Additional workspace contiguous to said route(s) may be used temporarily during construction, maintenance or removal of said electric service, pipe(s) or pipeline(s).

All pipelines laid under this grant shall be laid upon a route or route(s) selected by Grantee, unless otherwise specified herein, and shall be buried to such depth as not to interfere with the ordinary cultivation of said land. If more than one pipeline should at any time be laid under this grant, each such additional line shall be laid parallel with and adjacent to the first line. Grantee shall replace in a good and workmanlike manner all fences and drainage systems disturbed or cut in the construction, maintenance or operation with the rights granted hereunder. This Right-of-Way Grant is further subject to the terms and conditions of an agreement between Grantor and Grantee, having the same date, entitled "Special Considerations and Agreements."

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Atlas Energy

Further, for the consideration herein paid, Grantor hereby releases and discharges Grantee of and from any and all claims and causes of action arising out of, or in any way connected with, the exercise by Grantee of the rights-of-way herein granted.

The rights and interests conveyed to Grantee by this instrument shall be freely assignable in whole or in part. Specifically, Grantor acknowledges that Grantee may assign its rights hereunder to electric utility companies who shall then have the right to install electric facilities without the need to acquire separate or additional easements or rights of way. Nonetheless, Grantee agrees to execute such further assurances, including easements or rights of way, that may be required by an electric utility company prior to the construction of electric facilities contemplated by this instrument. All rights, privileges and obligations created by this instrument shall inure to the benefit of, and be binding upon the heirs, devisees, administrators, executors, successors and assigns of the Grantor and Grantee.

Dated effective as of this 6<sup>th</sup> day of October, 2010.

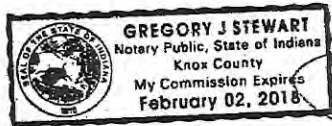
Marjorie Lee Tolan  
Marjorie Lee Tolan-Widow

Marjorie Lee Tolan  
Marjorie Lee Tolan-Personal Representative

ACKNOWLEDGMENT

STATE OF INDIANA )  
 )ss.  
COUNTY OF KNOX )

The foregoing instrument was acknowledged before me this 6th day of October, 2010 by, Marjorie Lee Tolan, a widow and as Personal Representative of the Estate of Enos A. Tolan-Deceased, who executed the foregoing instrument and who acknowledged that they did so as their free act and deed.



Gregory J Stewart Notary Public  
Knox County, IN  
acting in Knox County, IN  
My commission expires: 2/2/2018

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Gregg Stewart

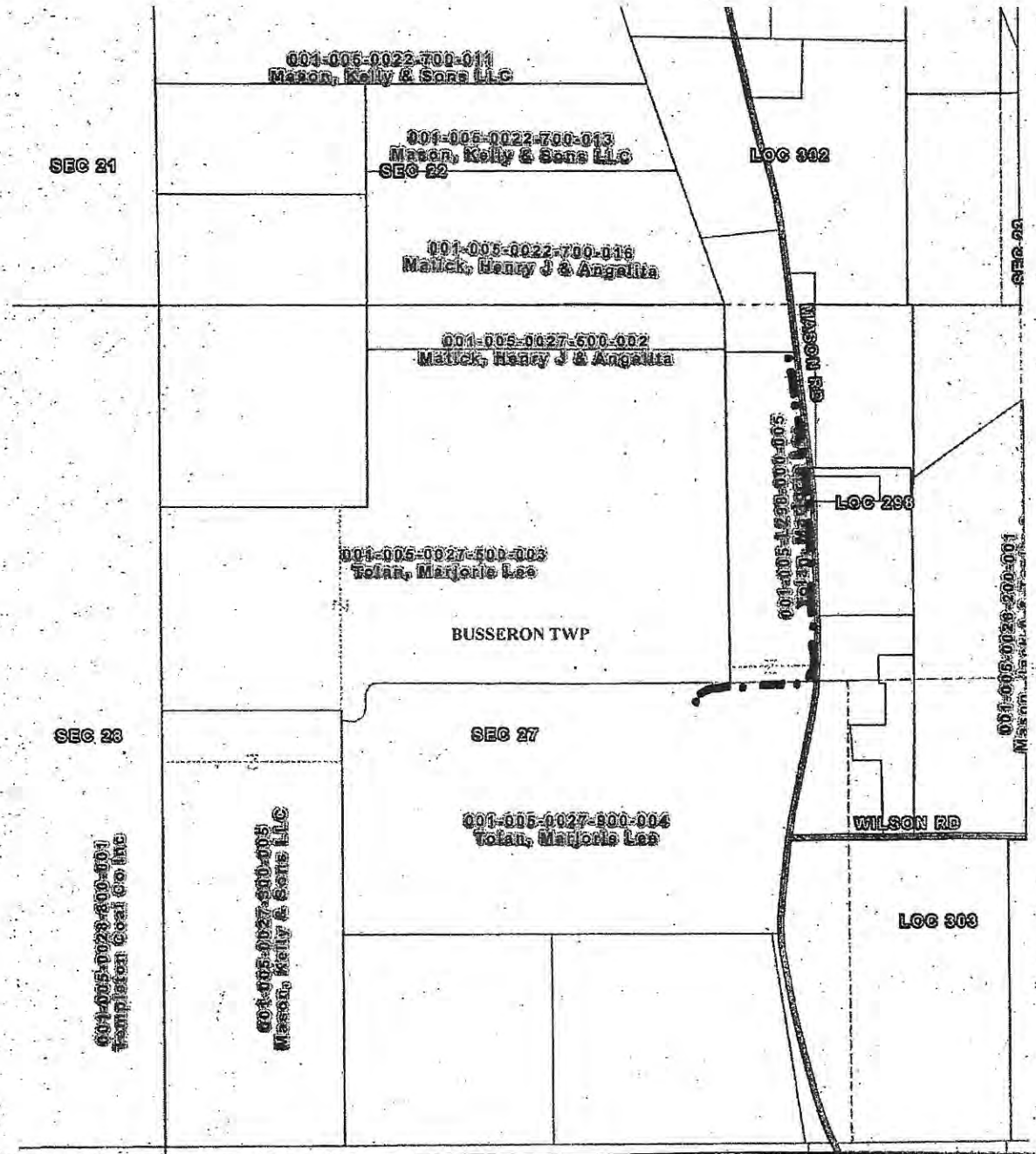
Prepared by: Gregg Stewart, ATLAS ENERGY INDIANA, LLC, 10691 E. Carter Rd., Suite 201, Traverse City, MI 49684

After recording return to Cathy Thomas, ATLAS ENERGY INDIANA, LLC, 10691 E. Carter Rd., Suite 201, Traverse City, MI 49684

**EXHIBIT "A"**

Attached to and made a part of that certain Right-of-Way Grant between Marjorie Lee Tolan, a widow and as Personal Representative of the Estate of Enos A. Tolan-Deceased, as Grantor and ATLAS ENERGY INDIANA, LLC, an Indiana company, as Grantee.

••••• Approximate Pipeline Route



#33  
Farm D



\* 2 0 1 0 R 0 5 8 3 1 3 \*

2010R05831

BRENDA J. HALL  
KNOX COUNTY RECORDER  
VINCENNES, IN  
RECORDED ON  
11/23/2010 08:01:12AM  
REC FEE: 16.00  
PAGES: 3

**RIGHT-OF-WAY GRANT**  
(West Knox Project)

1N1845

FOR valuable consideration, in hand paid, receipt of which is hereby acknowledged, Tamara Tolan as Trustee of The Enos A. Tolan Trust, HC-67, Box 625, Marietta OK 73448, as "Grantor," do(es) hereby grant(s), convey(s) and warrant(s) unto ATLAS ENERGY INDIANA, LLC, an Indiana Limited Liability Company, of 10691 E Carter Rd, Suite 201, Traverse City, MI 49684, as "Grantee," its successors and assigns, the rights and interests enumerated below in, to and over the lands in Knox County, Indiana described as follows:

**BUSSERON TOWNSHIP(S)NORTH, RANGE(10)WEST**

*Pt. Section 27: Pct#001-005-0027-500-003(140.5 ac.) and Pct#001-005-0027-900-004(99 ac.)*  
*Pt. Location#298: Pct#001-005-L298-000-005(35 ac.)*

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containing 274.5 acres, more or less, as more fully described in that certain deed recorded in the office of the Recorder of Knox County, Indiana, in Book 261 at Page 180 and incorporated herein by reference for a more particular description of said property.

- a) a right-of-way, and easement to survey, clear and excavate for, lay, construct, reconstruct, test, operate, inspect, maintain, protect, repair, replace, renew, alter, change the size of, or remove, pipe(s), or pipeline(s), and appurtenances, at any time or times, for the transportation of gas, oil, petroleum or other substances which can be transported through a pipeline(s); b) a right-of-way and easement to survey for, construct, install, operate, test, inspect, maintain, protect, repair, and replace cables, conduits, wires, conductors, fixtures, appurtenances and facilities as necessary or convenient to provide electric service for Grantee's operations; and c) a right of way and easement to survey, clear for, construct, install, operate, maintain, repair and replace roads for ingress and egress to and from, over and through the lands described above and for any and all purposes necessary and/or convenient for the exercise by Grantee of the rights and interests herein granted.

To have and hold the same unto said Grantee, its successors and assigns, until said rights-of-way be exercised, and thereafter until permanently abandoned, together with the right of ingress and egress at convenient points for such purposes, and with all rights necessary for the convenient enjoyment of the privileges herein granted.

The pipelines, electric facilities and roadways anticipated by this Agreement will be installed within thirty (30) foot wide corridors, the locations of which are indicated on the map attached as Exhibit A to this Right of Way Grant. No building, structure or obstruction shall be erected or placed, no grade shall be changed, and no trees shall be planted on or in those corridors without the written consent of the Grantee. Additional workspace contiguous to said route(s) may be used temporarily during construction, maintenance or removal of said electric service, pipe(s) or pipeline(s).

All pipelines laid under this grant shall be laid upon a route or route(s) selected by Grantee, unless otherwise specified herein, and shall be buried to such depth as not to interfere with the ordinary cultivation of said land. If more than one pipeline should at any time be laid under this grant, each such additional line shall be laid parallel with and adjacent to the first line. Grantee shall replace in a good and workmanlike manner all fences and drainage systems disturbed or cut in the construction, maintenance or operation with the rights granted hereunder. This Right-of-Way Grant is further subject to the terms and conditions of an agreement between Grantor and Grantee, having the same date, entitled "Special Considerations and Agreements."

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Further, for the consideration herein paid, Grantor hereby releases and discharges Grantee of and from any and all claims and causes of action arising out of, or in any way connected with, the exercise by Grantee of the rights-of-way herein granted.

The rights and interests conveyed to Grantee by this instrument shall be freely assignable in whole or in part. Specifically, Grantor acknowledges that Grantee may assign its rights hereunder to electric utility companies who shall then have the right to install electric facilities without the need to acquire separate or additional easements or rights of way. Nonetheless, Grantee agrees to execute such further assurances, including easements or rights of way, that may be required by an electric utility company prior to the construction of electric facilities contemplated by this instrument. All rights, privileges and obligations created by this instrument shall inure to the benefit of, and be binding upon the heirs, devisees, administrators, executors, successors and assigns of the Grantor and Grantee.

Dated effective as of this 18 day of October, 2010.

Tamara Tolan - Trustee  
Tamara Tolan - Trustee  
Enos A. Tolan Trust

ACKNOWLEDGMENT

STATE OF OK )  
COUNTY OF Love ) ss.

The foregoing instrument was acknowledged before me this 18 day of Oct., 2010, by, Tamara Tolan - Trustee of The Enos A. Tolan Trust, who executed the foregoing instrument and who acknowledged that they did so as their free-act and deed.



[Signature]  
Notary Public  
Love County, ~~IN~~ OK  
acting in Love County, ~~IN~~ OK  
My commission expires: 8/27/12

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

[Signature]  
Gregg Stewart

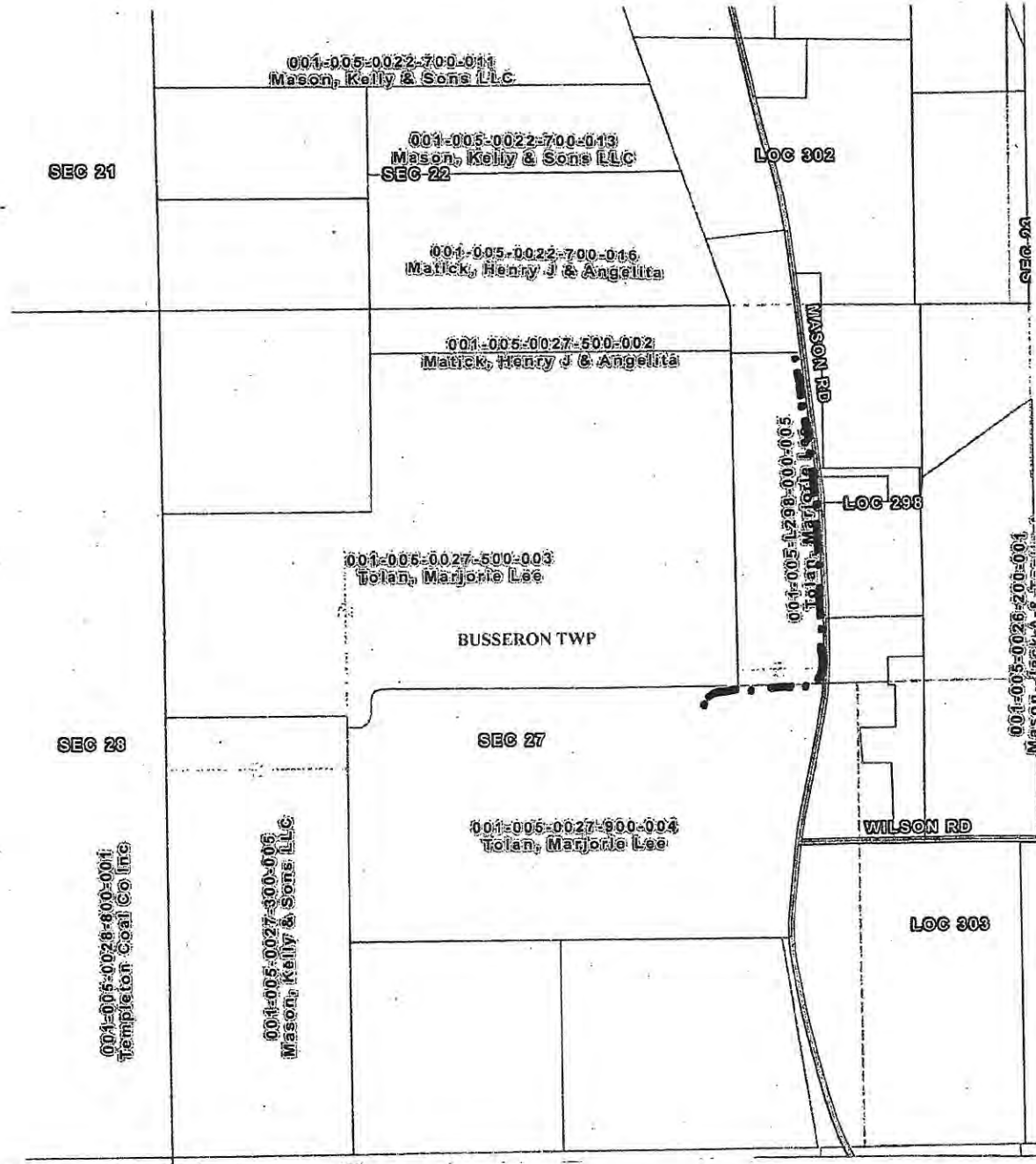
Prepared by: Gregg Stewart, ATLAS ENERGY INDIANA, LLC, 10691 E. Carter Rd., Suite 201, Traverse City, MI 49684

After recording return to Cathy Thomas, ATLAS ENERGY INDIANA, LLC, 10691 E. Carter Rd., Suite 201, Traverse City, MI 49684

**EXHIBIT "A"**

Attached to and made a part of that certain Right-of-Way Grant between Tamara Tolan -- Trustee of The Enos A. Tolan Trust, as Grantor and ATLAS ENERGY INDIANA, LLC, an Indiana company, as Grantee.

••••• Approximate Pipeline Route





\* 2 0 1 6 R 0 0 2 4 3 6 \*

2016R00243

LISA CLARK-BENOCK  
KNOX COUNTY RECORDER  
VINCENNES, IN  
RECORDED ON

01/14/2016 01:40:09PM

REC FEE:23.00

PAGES: 6

#34  
Farm A

Sunrise Form K-SIE-1  
Revised 091615

**EASEMENT**

KNOW ALL MEN BY THESE PRESENTS that, in consideration of \$10.00 and other considerations, the receipt and sufficiency of which hereby are acknowledged, **Marjorie L. Tolan, as Individual and Tamara Tolan, as Trustee of The Enos A. Tolan Trust** (individually and, if more than one, collectively, the "Grantor") convey and warrant to **Sunrise Coal, LLC** (the "Grantee"), its successors, and assigns, an easement, with the rights of ingress and egress to, over, through, in, and along the easement and, for temporary construction and repair purposes, upon the adjacent lands of the Grantor, and with the rights to erect, construct, install, drill, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove any and all tanks, underground power lines, electric power lines, slurry injection wells, decanting wells, water, power, and other utility lines, and other facilities for the movement of coal slurry, ash, and other coal byproducts, rights to store water and discharge and drain water into ditches (whether one or more than one of each, any, or all of the above uses), and the transportation and storage of coal slurry, ash, and any other materials by the Grantee or others, by pipeline, injection, or any other underground means (not less than 42 inches deep) over, across, in and through the lands of the Grantor situated in Knox County, Indiana, depicted in the cross-hatched area in Exhibit A and described in Exhibit B, both of which are made parts hereof, which are attached hereto and made a part hereof (the "Real Estate").

The description of the Real Estate may be determined by a survey (the "Surveyed Description") to be acquired by and paid for by the Grantee. The Grantee shall provide such Surveyed Description to the Grantor and this Easement shall be amended by the Grantor and Grantee to replace Exhibits A and B with the Surveyed Description.

The most recent deeds of record in the Knox County, Indiana, Recorder's office related to the Real Estate over which this easement is granted is a certain Quitclaim Deed that is dated March 1, 1995, and was recorded March 3, 1995, in Deed Record 252, page 795. Also, a certain Personal Representative's Deed of Distribution that is dated April 29, 1997, and was recorded June 24, 1997, in Deed Record 261, page 180.

The consideration set forth above constitutes payment in full for any and all damage to the land of the Grantor, and the Grantor's successors and assigns, resulting from the use of the easement herein granted. The Grantee shall maintain the easement in good repair so that no unreasonable damage to the Grantor's adjacent land will result from its use; provided, however, that the Grantee shall pay the Grantor the reasonable value of any destruction of crops on the adjacent lands of the Grantor at the then existing market value for

13

6pgs

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2.00  
23

such crops and based upon the most recent yield for such crop on such land and shall restore the land if any of the Grantor's adjacent lands are used temporarily for construction or repairs.

In addition, the Grantee shall pay to the Grantor, their successors and assigns, \$1,000.00 annually for each well drilled and operated by the Grantee plus a total one-time payment of \$4.00/linear foot for each trench in which pipelines and power lines are installed and operated by the Grantee. The annual well payments shall be made on or before the anniversary date of this Easement and shall cease in the year that a well no longer is operated by the Grantee.

This Easement and all of the terms set forth herein shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns, and for the benefit of and appurtenant to the real estate in Knox County, Indiana, acquired by the Grantee and described as Parcel C of Tract V in a certain Special Corporate Warranty Deed dated August 29, 2014, and recorded September 2, 2014, as Instrument No. 2014R04031 in the office of the Recorder of Knox County, Indiana, and the real estate in Sullivan County, Indiana, acquired by the Grantee and described in a certain Warranty Deed dated December 5, 2008, and recorded December 10, 2008, as Instrument No. 2008003779 in the office of the Recorder of Sullivan County, Indiana, and all other real estate in Sullivan County, Indiana, whether adjacent thereto or now owned or acquired subsequent to the date of this Easement, in which the Grantee, its successors and assigns, have or hereafter may acquire an interest, whether for coal mining purposes or other purposes, and shall be appurtenant thereto.

This Easement shall continue for so long as the Grantee, or its successors or assigns, is conducting any operation, including but not limited to permitting, mining, coal excavation, reclamation activity, transporting, or storing any material of any kind, and conducting any and all other activities within Knox County, Indiana, or any county in Indiana or Illinois adjacent to Knox County, Indiana, or adjacent to the portion of the Wabash River that is adjacent to Knox County, Indiana. This Easement shall be assignable by the Grantee in whole, in part, and as to various rights and interests in the Easement. The Grantee, or its successors or assigns, at its own expense shall prepare and record a release of this Easement upon completion of all operations and use of the Real Estate under the terms of this Easement, and at the Grantor's request, with reasonable promptness, the Grantee shall restore the easement to its condition immediately prior to the Grantee's possession.

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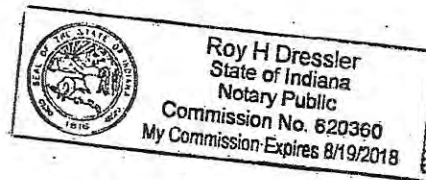
STATE OF INDIANA )  
 ) SS:  
COUNTY OF KNOX )

Before me, a Notary Public in and for said County and State, this 16<sup>th</sup> day of SEPTEMBER, 2015, personally appeared Tamara Tolan, as Trustee of The Enos A. Tolan Trust, who swore to the truth, under the penalties for perjury, of the above representations and who acknowledged the execution of the above and foregoing document to be the Owner's voluntary act and deed.

*RH Dressler*

Roy Dressler, Notary Public  
County of Residence: Vigo

My Commission Expires:  
August 19, 2018



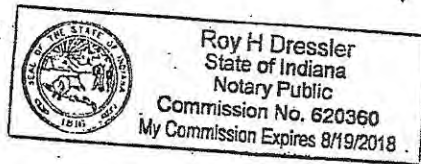
STATE OF INDIANA )  
 ) SS:  
COUNTY OF VIGO )

Before me, a Notary Public in and for said County and State, this 18<sup>th</sup> day of SEPTEMBER, 2015, personally appeared Keith O'Haver, as Leasing Manager of Sunrise Coal, LLC, who swore to the truth, under the penalties for perjury, of the above representations and who acknowledged the execution of the above and foregoing document to be his/her voluntary act and deed on behalf of Sunrise Coal, LLC.

*RH Dressler*

Roy Dressler, Notary Public  
County of Residence: Vigo

My Commission Expires:  
August 19, 2018



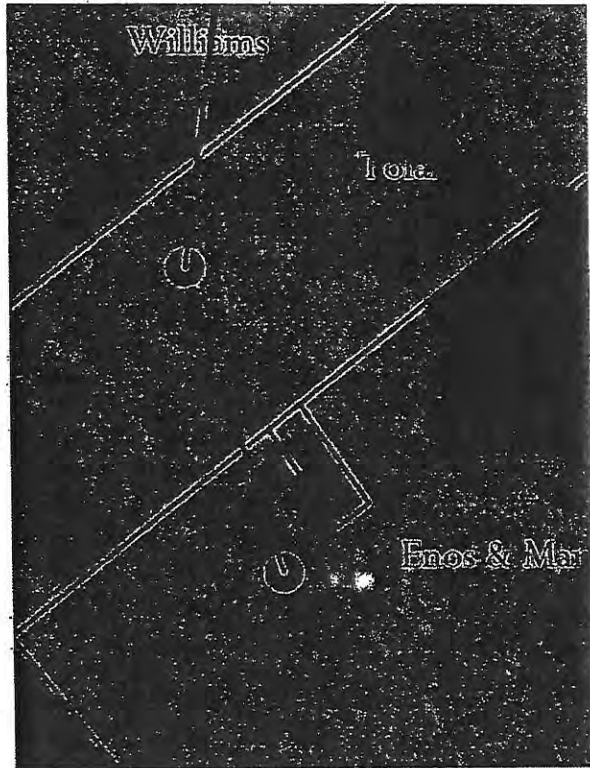
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

*Daryl McCleary*  
*Daryl McCleary*

This Easement was prepared by Roy Dressler, as Leasing Manager of Sunrise Coal, LLC, 1183 East Canvasback Lane, Terre Haute, Indiana 47803.

EXHIBIT A

cross-hatched depiction, if surveyed description is to be secured.



## EXHIBIT B

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

Part of Surveys No. 4 and 5, Town 5 North of Range 9 West, bounded as follows: Beginning at the east corner of said Survey No. 4; thence North 38-3/4 degrees West 37.88 chains to Cullop's corner; thence South 51-1/4 degrees West 40.44 chains; thence South 38-3/4 degrees East 37.88 chains to Donation No. 200; thence North 51-1/4 degrees East 40.40 chains to the beginning, containing 153 acres.

EXCEPTING THEREFROM the following described real estate, Part of Survey 4, Township 5 North, Range 9 West, Busseron Township, Knox County, Indiana, described as follows: Beginning at an iron pin South 51 degrees 15 minutes West 1,798 feet and North 38 degrees 45 minutes West 1,371.5 feet from the East corner of said Survey 4; thence North 62 degrees 10 minutes East 120.0 feet to an iron pin; thence North 23 degrees 57 minutes West 256.7 feet to an iron pin; thence South 58 degrees 35 minutes West 138.0 feet to an iron pin; thence South 27 degrees 55 minutes East 247.5 feet to the point of beginning, and containing 0.744 acres, more or less. ALSO a non-exclusive easement for the right of ingress, egress and utilities over a 20 foot wide strip of land being 10 feet each side of the centerline of the existing roadway serving the above described 0.744 acre tract and which centerline is more specifically described as follows: Beginning in the center of the county road at a point 1,881 feet South 51 degrees 15 minutes West from the East corner of Survey 4, Township 5 North, Range 9 West, Knox County, Indiana; thence North 35 degrees 25 minutes West 977 feet; thence North 39 degrees West 200 feet; thence North 33 degrees 37 minutes West 200 feet; thence North 27 degrees 55 minutes West 200 feet to the terminus.

Also, Except

Part of Survey 4, Township 5 North, Range 9 West, Knox County, Indiana, described as follows: Beginning South 50 degrees 26 minutes West 882.6 feet and North 39 degrees 24 minutes West 437.70 feet from the East corner of said Survey 4 and which point of beginning is in the center of a drainage ditch; thence North 39 degrees 06 minutes 38 seconds West 248.14 feet along said ditch; thence North 44 degrees 44 minutes 54 seconds West 215.51 feet along said ditch to an intersection with a fenceline; then along the fenceline for the following four bearings and distances: South 16 degrees 29 minutes 26 seconds West 113.56 feet; South 17 degrees 45 minutes 37 seconds West 134.52 feet; South 35 degrees 33 minutes 21 seconds West 168.02 feet; South 18 degrees 12 minutes 30 seconds West 220.66 feet; thence leaving said fence on a bearing of North 66 degrees 33 minutes 23 seconds East 597.49 feet to the point of beginning, and containing 3.04 acres, more or less.



\* 2 0 1 6 R 0 2 5 7 1 4 \*

2016R02571

LISA CLARK-BENOCK  
KNOX COUNTY RECORDER  
VINCENNES, IN  
RECORDED ON

05/16/2016 01:34:01PM

REC FEE: 17.00

PAGES: 4

#35  
Farm A

**RENTAL AGREEMENT**  
For  
**THE PLACEMENT OF A VENTILATION HOLE**

THIS AGREEMENT made this 3<sup>rd</sup> of May, 2016 between **Marjorie L. Tolan, as Individual and Tamara Tolan, as Trustee of The Enos A. Tolan Trust,** ("Grantor") and **Sunrise Coal, LLC** (Grantee).

WHEREAS Grantor and Grantee wish to enter into a RENTAL AGREEMENT whereby Grantor hereby grants to Grantee with respect to the Grantor's land in Knox County, Indiana identified on Exhibit A attached, the following rights.

- (a) the right to Drill a borehole by conventional means and install a Ventilation hole, on the Grantor's real estate as referenced in Exhibit A;
- (b) the above Rental Agreement shall also include Grantee's continuous and unhindered right to access the Ventilation Hole..

This RENTAL AGREEMENT shall extend for a minimum term of ten (10) years and as long thereafter as Sunrise Coal, LLC requires the use thereof and continues to pay the annual rental hereinafter provided for. Upon the termination of this RENTAL AGREEMENT by Grantee, Grantee will remove all structures present on the Pad and reclaim the Pad and Access Road to Department of Natural Resources, Division of Reclamation standards.

As consideration for the foregoing, Grantee agrees:

- (a) to pay to Grantor an annual rental the sum of One Thousand Dollars (\$1000.00) commencing on the date of execution hereof and continuing on or before each subsequent anniversary date throughout the term or extended term of this agreement; provided, however, that Grantee's failure to make timely payment of any such annual rental shall not be deemed a default unless such failure continues for a period of thirty (30) days after Grantor has given and Grantee has received written notice of such failure to pay.

*Donyl*

100  
4 pp  
\$17.<sup>00</sup>

EXECUTED as of the date set forth above.

Sunrise Coal, LLC

By Keith O'Haver  
Keith O'Haver, as Leasing Manager

GRANTOR

Marjorie L. Tolan  
Marjorie L. Tolan, as Individual

Tamara Tolan as Trustee  
Tamara Tolan, as Trustee  
of The Enos A. Tolan Trust

STATE OF INDIANA ) COUNTY OF Vigo ) SS:

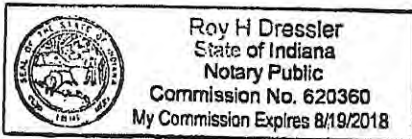
Before me, the undersigned Notary Public in and for said County and State, personally appeared Keith O'Haver, as Leasing Manager of Sunrise Coal, LLC, and acknowledged the execution of the above and foregoing instrument for and on behalf of Sunrise Coal, LLC.

WITNESS my hand and Notarial Seal this 3<sup>rd</sup> day of May, 2016.

RH Dressler

Roy Dressler  
Residing in Vigo County, Indiana

My Commission expires: August 19, 2018



STATE OF INDIANA ) COUNTY OF KNOX ) SS:

Before me, the undersigned Notary Public in and for said County and State, personally appeared Marjorie L. Tolan, as Individual, as Grantor and acknowledged the execution of the above and foregoing instrument for and on behalf of Grantor.

WITNESS my hand and Notarial Seal this 3<sup>RD</sup> day of MAY, 2016.

Roy Dressler  
Residing in Vigo County, Indiana

My Commission expires: August 19, 2018



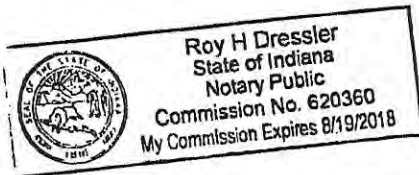
STATE OF INDIANA ) COUNTY OF Knox ) SS:

Before me, the undersigned Notary Public in and for said County and State, personally appeared Tamara Tolan, as Trustee of The Enos A. Tolan Trust, as Grantor and acknowledged the execution of the above and foregoing instrument for and on behalf of Grantor.

WITNESS my hand and Notarial Seal this 3<sup>RD</sup> day of MAY, 2016.

Roy Dressler  
Residing in Vigo County, Indiana

My Commission expires: August 19, 2018



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

KNOX COUNTY PUBLIC DEPARTMENT 2016050577 of 4

NAME: Daryl McCleary  
Daryl McCleary

EXHIBIT A-REAL ESTATE  
Temporary Vent Hole, Tolan Property

The following described real estate in Knox County, in the State of Indiana, to-wit:

Part of Survey No. 4, Town 5 North, Range 9 West, intending to encompass a ventilation hole and bounded as follows: Beginning at the east corner of said Survey No. 4; thence South 51 ¼ degrees West, 850.79 feet; thence North 38 ¾ degrees West, 654.15 feet to the point of beginning; thence North 38 ¾ degrees West, 10.00 feet; thence North 51 ¼ degrees East, 10.00 feet; thence South 38 ¾ degrees East, 10.00 feet; thence South 51 ¼ degrees West, 10.00 feet to the point of beginning, containing 100 square feet, more or less.



\* 2 0 1 6 R 0 2 7 2 3 5 \*

2016R02723

LISA CLARK-BENOCK  
KNOX COUNTY RECORDER

VINCENNES, IN

RECORDED ON

05/25/2016 08:09:45AM

REC FEE: 19.00

PAGES: 5

#36  
Farm A

**RENTAL AGREEMENT**  
For  
**THE PLACEMENT OF A VENTILATION HOLE**

THIS AGREEMENT made this 21<sup>st</sup> of May, 2016 between **Marjorie L. Tolan, as Individual and Tamara Tolan, as Trustee of The Enos A. Tolan Trust**, ("Grantor") and Sunrise Coal, LLC (Grantee).

WHEREAS Grantor and Grantee wish to enter into a RENTAL AGREEMENT whereby Grantor hereby grants to Grantee with respect to the Grantor's land in Knox County, Indiana identified on Exhibit A attached, the following rights.

- (a) the right to Drill a borehole by conventional means and install a Ventilation hole, on the Grantor's real estate as referenced in Exhibit A;
- (b) the above Rental Agreement shall also include Grantee's continuous and unhindered right to access the Ventilation Hole..

This RENTAL AGREEMENT shall extend for a minimum term of ten (10) years and as long thereafter as Sunrise Coal, LLC requires the use thereof and continues to pay the annual rental hereinafter provided for. Upon the termination of this RENTAL AGREEMENT by Grantee, Grantee will remove all structures present on the Pad and reclaim the Pad and Access Road to Department of Natural Resources, Division of Reclamation standards.

As consideration for the foregoing, Grantee agrees:

- (a) to pay to Grantor an annual rental the sum of One Thousand Dollars (\$1000.00) commencing on the date of execution hereof and continuing on or before each subsequent anniversary date throughout the term or extended term of this agreement; provided, however, that Grantee's failure to make timely payment of any such annual rental shall not be deemed a default unless such failure continues for a period of thirty (30) days after Grantor has given and Grantee has received written notice of such failure to pay.

IPC  
5 pages  
1900

KNOX COUNTY RECORDER

*Barry*

2016R02723 1 of 5

EXECUTED as of the date set forth above.

Sunrise Coal, LLC

By *Keith O'Haver*  
Keith O'Haver, as Leasing Manager

GRANTOR

*Marjorie L. Tolan*  
Marjorie L. Tolan, as Individual

*Tamara Tolan as Trustee*  
Tamara Tolan, as Trustee  
of The Enos A. Tolan Trust

STATE OF INDIANA ) COUNTY OF Vigo ) SS:

Before me, the undersigned Notary Public in and for said County and State, personally appeared Keith O'Haver, as Leasing Manager of Sunrise Coal, LLC, and acknowledged the execution of the above and foregoing instrument for and on behalf of Sunrise Coal, LLC.

WITNESS my hand and Notarial Seal this 21<sup>st</sup> day of May, 2016.

*RH Dressler*

Roy Dressler  
Residing in Vigo County, Indiana

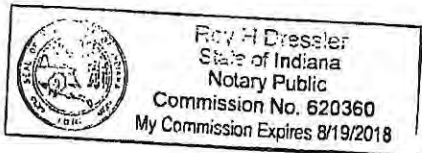
My Commission expires: August 19, 2018



STATE OF INDIANA ) COUNTY OF KNOX ) SS:

Before me, the undersigned Notary Public in and for said County and State, personally appeared Marjorie L. Tolan, as Individual, as Grantor and acknowledged the execution of the above and foregoing instrument for and on behalf of Grantor.

WITNESS my hand and Notarial Seal this 21<sup>st</sup> day of May, 2016.



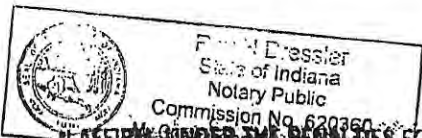
RH  
Roy Dressler  
Residing in Vigo County, Indiana

My Commission expires: August 19, 2018

STATE OF INDIANA ) COUNTY OF Knox ) SS:

Before me, the undersigned Notary Public in and for said County and State, personally appeared Tamara Tolan, as Trustee of The Enos A. Tolan Trust, as Grantor and acknowledged the execution of the above and foregoing instrument for and on behalf of Grantor.

WITNESS my hand and Notarial Seal this 25<sup>th</sup> day of May, 2016.



RH  
Roy Dressler  
Residing in Vigo County, Indiana

My Commission expires: August 19, 2018

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

KNOX COUNTY RECORDER 2016R02723 3 of 5

NAME: Daryl Mc Cleary  
Daryl Mc Cleary

**EXHIBIT A-REAL ESTATE**  
**Temporary Vent Hole #2, Tolan Property**

The following described real estate in Knox County, in the State of Indiana, to-wit:

Part of Survey No. 4, Town 5 North, Range 9 West, intending to encompass a ventilation hole and bounded as follows: Beginning at the east corner of said Survey No. 4; thence South  $51\frac{1}{4}$  degrees West, 44.38 feet; thence North  $38\frac{3}{4}$  degrees West, 56.48 feet to the point of beginning; thence North  $38\frac{3}{4}$  degrees West, 10.00 feet; thence North  $51\frac{1}{4}$  degrees East, 10.00 feet; thence South  $38\frac{3}{4}$  degrees East, 10.00 feet; thence South  $51\frac{1}{4}$  degrees West, 10.00 feet to the point of beginning, containing 100 square feet, more or less.

**Sunrise Coal, LLC**  
Oaktown Fuels Mine No. 1, DNR Permit #U-031  
Temporary Bore Hole/ Ventilation – Degasification Hole

To Whom It May Concern:

In regards to my properties, Permit ID #s 4-4, leased by Sunrise Coal, LLC for surface disturbance associated with their underground mine, I hereby agree to the return of the disturbed area to the original land use of cropland after final reclamation.

Dated this 21<sup>ST</sup> day of May, 2016

Marjorie R. Tolan  
Signature

MARJORIE TOLAN  
Print Name

#37  
Farm A



\* 2 0 1 7 R 0 0 1 2 5 6 \*

2017R00125

LISA CLARK-BENOCK  
KNOX COUNTY RECORDER  
VINCENNES, IN  
RECORDED ON

01/06/2017 08:37:12AM

REC FEE:23.00

PAGES: 6

Sunrise Form K-SIE-1  
Revised 091615

**EASEMENT**

KNOW ALL MEN BY THESE PRESENTS that, in consideration of \$10.00 and other considerations, the receipt and sufficiency of which hereby are acknowledged, **Marjorie L. Tolan, as Individual and Tamara Tolan, as Trustee of The Enos A. Tolan Trust** (individually and, if more than one, collectively, the "Grantor") convey and warrant to **Sunrise Coal, LLC** (the "Grantee"), its successors, and assigns, an easement, with the rights of ingress and egress to, over, through, in, and along the easement and, for temporary construction and repair purposes, upon the adjacent lands of the Grantor, and with the rights to erect, construct, install, drill, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove any and all tanks, underground power lines, electric power lines, slurry injection wells, decanting wells, water, power, and other utility lines, and other facilities for the movement of coal slurry, ash, and other coal byproducts, rights to store water and discharge and drain water into ditches (whether one or more than one of each, any, or all of the above uses), and the transportation and storage of coal slurry, ash, and any other materials by the Grantee or others, by pipeline, injection, or any other underground means (not less than 42 inches deep) over, across, in and through the lands of the Grantor situated in Knox County, Indiana, depicted in the cross-hatched area in Exhibit A and described in Exhibit B, both of which are made parts hereof, which are attached hereto and made a part hereof (the "Real Estate").

The description of the Real Estate may be determined by a survey (the "Surveyed Description") to be acquired by and paid for by the Grantee. The Grantee shall provide such Surveyed Description to the Grantor and this Easement shall be amended by the Grantor and Grantee to replace Exhibits A and B with the Surveyed Description.

The most recent deeds of record in the Knox County, Indiana, Recorder's office related to the Real Estate over which this easement is granted is a certain Quitclaim Deed that is dated March 1, 1995, and was recorded March 3, 1995, in Deed Record 252, page 795. Also, a certain Personal Representative's Deed of Distribution that is dated April 29, 1997, and was recorded June 24, 1997, in Deed Record 261, page 180.

The consideration set forth above constitutes payment in full for any and all damage to the land of the Grantor, and the Grantor's successors and assigns, resulting from the use of the easement herein granted. The Grantee shall maintain the easement in good repair so that no unreasonable damage to the Grantor's adjacent land will result from its use; provided, however, that the Grantee shall pay the Grantor the reasonable value of any destruction of crops on the adjacent lands of the Grantor at the then existing market value for

6 pgs

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200  
23

such crops and based upon the most recent yield for such crop on such land and shall restore the land if any of the Grantor's adjacent lands are used temporarily for construction or repairs.

In addition, the Grantee shall pay to the Grantor, their successors and assigns, \$1,000.00 annually for each well drilled and operated by the Grantee plus a total one-time payment of \$4.00/linear foot for each trench in which pipelines and power lines are installed and operated by the Grantee. The annual well payments shall be made on or before the anniversary date of this Easement and shall cease in the year that a well no longer is operated by the Grantee.

This Easement and all of the terms set forth herein shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns, and for the benefit of and appurtenant to the real estate in Knox County, Indiana, acquired by the Grantee and described as Parcel C of Tract V in a certain Special Corporate Warranty Deed dated August 29, 2014, and recorded September 2, 2014, as Instrument No. 2014R04031 in the office of the Recorder of Knox County, Indiana, and the real estate in Sullivan County, Indiana, acquired by the Grantee and described in a certain Warranty Deed dated December 5, 2008, and recorded December 10, 2008, as Instrument No. 2008003779 in the office of the Recorder of Sullivan County, Indiana, and all other real estate in Sullivan County, Indiana, whether adjacent thereto or now owned or acquired subsequent to the date of this Easement, in which the Grantee, its successors and assigns, have or hereafter may acquire an interest, whether for coal mining purposes or other purposes, and shall be appurtenant thereto.

This Easement shall continue for so long as the Grantee, or its successors or assigns, is conducting any operation, including but not limited to permitting, mining, coal excavation, reclamation activity, transporting, or storing any material of any kind, and conducting any and all other activities within Knox County, Indiana, or any county in Indiana or Illinois adjacent to Knox County, Indiana, or adjacent to the portion of the Wabash River that is adjacent to Knox County, Indiana. This Easement shall be assignable by the Grantee in whole, in part, and as to various rights and interests in the Easement. The Grantee, or its successors or assigns, at its own expense shall prepare and record a release of this Easement upon completion of all operations and use of the Real Estate under the terms of this Easement, and at the Grantor's request, with reasonable promptness, the Grantee shall restore the easement to its condition immediately prior to the Grantee's possession.

[The remainder of this page intentionally is left blank.]

The Grantee shall maintain the easement in a reasonable manner for so long as this Easement is in effect and shall pay all real estate taxes and assessments attributable to the Real Estate and the improvements that the Grantee has placed upon the Real Estate.

In Witness Whereof, the Grantor hereunto has set his/her hand and seal on this 21<sup>st</sup> day of May, 2016.

Grantor:

Marjorie L. Tolan  
Marjorie L. Tolan, as Individual

Grantee: Sunrise Coal, LLC

Keith O'Haver  
Keith O'Haver, as Leasing Manager

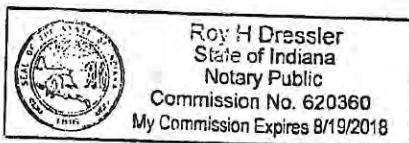
Tamara Tolan as Trustee of Enos A. Tolan Trust  
Tamara Tolan, as Trustee of The Enos A. Tolan Trust

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF KNOX            )

Before me, a Notary Public in and for said County and State, this 21<sup>st</sup> day of May, 2016, personally appeared Marjorie L. Tolan, as Individual, who swore to the truth, under the penalties for perjury, of the above representations and who acknowledged the execution of the above and foregoing document to be the Owner's voluntary act and deed.

Roy Dressler  
Roy Dressler, Notary Public  
County of Residence: Vigo

My Commission Expires:  
August 19, 2018



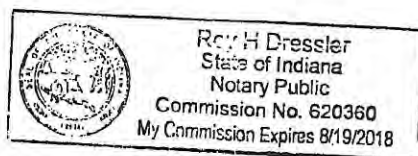
STATE OF INDIANA )  
 ) SS:  
COUNTY OF KNOX )

Before me, a Notary Public in and for said County and State, this 21<sup>st</sup> day of May, 2016, personally appeared Tamara Tolan, as Trustee of The Enos A. Tolan Trust, who swore to the truth, under the penalties for perjury, of the above representations and who acknowledged the execution of the above and foregoing document to be the Owner's voluntary act and deed.

*RW*

Roy Dressler, Notary Public  
County of Residence: Vigo

My Commission Expires:  
August 19, 2018



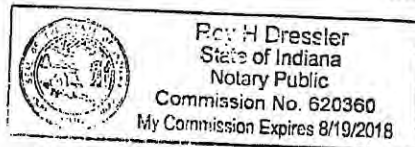
STATE OF INDIANA )  
 ) SS:  
COUNTY OF VIGO )

Before me, a Notary Public in and for said County and State, this 21<sup>st</sup> day of May, 2016, personally appeared Keith O'Haver, as Leasing Manager of Sunrise Coal, LLC, who swore to the truth, under the penalties for perjury, of the above representations and who acknowledged the execution of the above and foregoing document to be his/her voluntary act and deed on behalf of Sunrise Coal, LLC.

*RW*

Roy Dressler, Notary Public  
County of Residence: Vigo

My Commission Expires:  
August 19, 2018



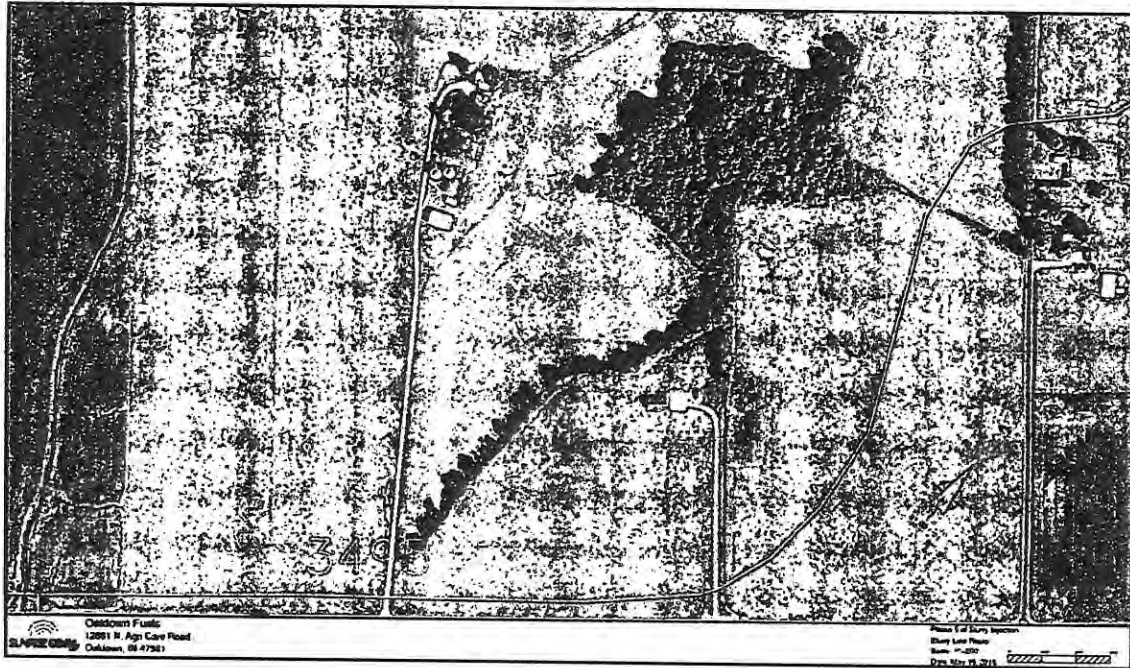
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

*Daryl McCreary*  
Daryl McCreary

This Easement was prepared by Roy Dressler, as Leasing Manager of Sunrise Coal, LLC, 1183 East Canvasback Lane, Terre Haute, Indiana 47803.

EXHIBIT A

cross-hatched depiction, if surveyed description is to be secured.



## EXHIBIT B

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

Part of Surveys No. 4 and 5, Town 5 North of Range 9 West, bounded as follows: Beginning at the east corner of said Survey No. 4; thence North 38-3/4 degrees West 37.88 chains to Cullop's corner; thence South 51-1/4 degrees West 40.44 chains; thence South 38-3/4 degrees East 37.88 chains to Donation No. 200; thence North 51-1/4 degrees East 40.40 chains to the beginning, containing 153 acres.

EXCEPTING THEREFROM the following described real estate, Part of Survey 4, Township 5 North, Range 9 West, Bussaron Township, Knox County, Indiana, described as follows: Beginning at an iron pin South 51 degrees 15 minutes West 1,798 feet and North 38 degrees 45 minutes West 1,371.5 feet from the East corner of said Survey 4; thence North 62 degrees 10 minutes East 120.0 feet to an iron pin; thence North 23 degrees 57 minutes West 256.7 feet to an iron pin; thence South 58 degrees 35 minutes West 138.0 feet to an iron pin; thence South 27 degrees 55 minutes East 247.5 feet to the point of beginning, and containing 0.744 acres, more or less. ALSO a non-exclusive easement for the right of ingress, egress and utilities over a 20 foot wide strip of land being 10 feet each side of the centerline of the existing roadway serving the above described 0.744 acre tract and which centerline is more specifically described as follows: Beginning in the center of the county road at a point 1,801 feet South 51 degrees 15 minutes West from the East corner of Survey 4, Township 5 North, Range 9 West, Knox County, Indiana; thence North 35 degrees 25 minutes West 977 feet; thence North 39 degrees West 200 feet; thence North 33 degrees 37 minutes West 200 feet; thence North 27 degrees 55 minutes West 200 feet to the terminus.

Also, Except

Part of Survey 4, Township 5 North, Range 9 West, Knox County, Indiana, described as follows: Beginning South 50 degrees 26 minutes West 882.6 feet and North 39 degrees 24 minutes West 437.70 feet from the East corner of said Survey 4 and which point of beginning is in the center of a drainage ditch; thence North 39 degrees 06 minutes 38 seconds West 248.14 feet along said ditch; thence North 44 degrees 44 minutes 54 seconds West 215.51 feet along said ditch to an intersection with a fence line; then along the fence line for the following four bearings and distances: South 16 degrees 29 minutes 26 seconds West 113.56 feet; South 17 degrees 45 minutes 37 seconds West 134.52 feet; South 35 degrees 33 minutes 21 seconds West 168.02 feet; South 18 degrees 12 minutes 30 seconds West 220.66 feet; thence leaving said fence on a bearing of North 66 degrees 33 minutes 23 seconds East 597.49 feet to the point of beginning, and containing 3.04 acres, more or less.



#39 Farms B+C



\* 2 0 1 4 R 0 4 1 2 0 1 2 \*

2014R04120

BRENDA J. HALL  
KNOX COUNTY RECORDER

VINCENNES, IN  
RECORDED ON

09/05/2014 11:24:32AM

REC FEE: 33.00

PAGES: 12

STATE OF INDIANA  
KNOX SUPERIOR COURT  
2010 TERM

TEMPLETON COAL COMPANY, INC.,

Plaintiff

vs.

Cause No. 42D01 0611 PL 033

FRANKLIN THOMAS & SONS FARMS, INC., et al

AGREED ENTRY

Plaintiff, Templeton Coal Company, Inc. ("Templeton"), by counsel, Jeffrey A. Lewellyn, and Defendants, Franklin Thomas & Sons Farms, Inc., Rex Chattin, Vicki Chattin, Chattin Brothers, Inc., Timothy Chattin, Helen Ludlow, Kathleen Dunkerly, by counsel, H. Brent Stuckey, Defendants, William Clinkenbeard, Karen Clinkenbeard, Jerry Schulze, deceased, Norma Schulze, Richard Schulze, Stephen Schulze, Barbara Donnar and Michael Schulze, by counsel, Bruce Kirchoff, and Defendants, Leroy G. Hinterscher, Sandra S. Hinterscher, Tamara L. Tolan, Trustee of the Enos A. Tolan Trust, Marjorie L. Tolan and Dianne Day and Nicholas Day, by counsel, L. Edward Cummings, and Intervenor, Vectren Fuels, Inc. ("Vectren Fuels"), by counsel, Charles A. Compton, state as follows:

1. On November 8, 2006, Plaintiff filed its Complaint to Quiet Title to Coal Mineral Interest in this cause.
2. The above named defendants have appeared by counsel and filed their Answer to Complaint.
3. Plaintiff, Defendants, and Intervenor, now agree that Plaintiff is entitled to quiet title to the Coal Mineral Interest as follows:

The parties hereto now agree that the title and ownership of the coal mineral interest and all related mining rights and interest in and to the use of the surface or intervening strata, including coal bed methane gas, except as limited herein, underlying the real property owned by Defendants (collectively, the "Coal Mineral Interest") shall be the sole property of Templeton Coal Company, Inc., subject to the existing coal mining lease (Glen Ayr Reserve) dated April 17, 2006 as amended (the "Coal Mining Lease") in favor of Vectren Fuels.

Surface rights for Templeton or Vectren Fuels or its successors or assigns, as lessee under the Coal Mining Lease, in connection with coal mining or exploration activities shall be limited to:

1pc

12 pgs

33<sup>e</sup>

KNOX COUNTY RECORDER 2014R04120

Wetkinson Mueller  
Modest  
333 Ohio St Jr  
Jesse Hantz 47807

The Knox County Recorder is requested to Cross-reference Instrument No. 2010R001473 and the instrument recorded in Book 261 Page 180

2025R04068  
KELLEY K. HOPWOOD  
KNOX COUNTY RECORDER  
VINCENNES, IN  
RECORDED ON:  
09/05/2025 10:30:37 AM  
REC FEE: 25.00  
PAGES: 25

### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into this August 27, 2025, by and between the ESTATE OF MARJORIE L. TOLAN ("Grantor"), the owner of certain real property located at N. Mason Rd., Oaktown, IN; Parcel No. 42-05-27-300-003.000-001, and KELLY MASON & SONS LLC ("Grantee"), the owner of certain real property located at N. Mason Rd., Oaktown, IN; Parcel No. 42-05-27-300-001.000-001.

#### RECITALS:

- A. Grantor is the owner of certain real property situated in Oaktown, IN and more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (the "Servient Tenement").
- B. Grantee is the owner of certain real property situated in Oaktown, IN and more particularly described in **Exhibit B** attached hereto and incorporated herein by reference (the "Dominant Tenement").
- C. Grantee desires to acquire a perpetual, non-exclusive easement over a portion of the Servient Tenement for the purpose of Ingress and Egress.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants, conveys, and transfers to Grantee, its successors and assigns, a perpetual, non-exclusive easement (the "Easement") over, across, and through the portion of the Servient Tenement described in **Exhibit C** attached hereto and incorporated herein by reference (the "Easement Area") for the purposes set forth in Paragraph 2 below.

2. Purpose of Easement; Limitations.

2.1 The Easement granted in this Agreement is for the purpose of ingress and egress.

2.2 Permitted Uses. The Grantee shall be permitted to use the Easement Area for the following specific purposes:

(a) All Vehicular and Pedestrian access for ingress and egress.

TX:4030041

00010808101300



2.3 Future Modifications. Any future expansions or modifications to the Easement or its permitted uses shall require the written agreement of both parties and shall be subject to the amendment process outlined in Section 14 of this Agreement.

2.4 Grantor's Reserved Rights. Grantor reserves the right to use the Easement Area for any purpose that does not unreasonably interfere with Grantee's use of the Easement including but not limited to center pivot irrigation crossing the Easement for agriculture purposes.

### 3. Maintenance and Repair.

3.1 Grantee's Obligations. Grantee shall be responsible for necessary maintenance and repair of the Easement Area. Grantee shall keep the Easement Area in good condition and repair.

3.2 Grantor's Inspection Rights. Grantor shall have the right to inspect the Easement Area. Following such inspection, Grantor may notify Grantee of any maintenance or repair concerns. Nonexclusive Easement. The Easement granted herein shall be nonexclusive, and Grantor reserves the right to grant additional easements over, across, or through the Easement Area, provided that such additional easements do not unreasonably interfere with Grantee's use of the Easement.

4. Grantor's Rights and Duties. Grantor shall have the right to use the Easement Area in any manner that does not unreasonably interfere with Grantee's use of the Easement. Grantor shall have the duty to refrain from taking any action that would materially impair or obstruct Grantee's use of the Easement.

5. Grantee's Rights and Duties. Grantee shall have the right to use the Easement Area for the purposes set forth in Paragraph 2 above. Grantee shall have the duty to maintain the Easement Area in good condition and repair, and to refrain from taking any action that would materially impair or obstruct Grantor's use of the Servient Tenement.

6. Temporary Easements. Grantor hereby grants to Grantee temporary, nonexclusive easements over such portions of the Servient Tenement as may be reasonably necessary for Grantee to access the Easement Area and perform any construction, maintenance, repair, or other work related to the Easement. Such temporary easements shall be subject to the following conditions:

6.1 Duration. Temporary easements shall be limited to the time reasonably necessary to complete the required work.

6.2 Notice. Grantee shall provide Grantor with at least 7 days prior written notice before exercising any temporary easement rights.

6.3 Restoration. Grantee shall promptly restore any portion of the Servient Tenement affected by the temporary easement to its original condition upon completion of the work. Grantor shall be liable to Grantor for any crop damages occurring during construction, maintenance, repair, or use of the Easement occurring outside of the Easement Area.

7. Termination. This Easement may be terminated by a written agreement signed by all owners of record of the Dominant Tenement and the Servient Tenement.

8. Failure to Perform. If either party fails to perform any obligation or covenant under this Agreement, the non-defaulting party shall provide written notice of such default to the defaulting party. If the default is not cured within 30 days after receipt of the notice, the non-defaulting party shall have the right to pursue any and all remedies available at law or in equity.

9. Dispute Resolution.

9.1 Negotiation. In the event of any dispute arising out of or relating to this Agreement, including any dispute regarding its interpretation, performance, or termination, the parties shall first attempt to resolve the dispute through good-faith negotiations.

9.2 Mediation. If the parties are unable to resolve the dispute through negotiation within 60 days of the dispute arising, they shall submit the dispute to mediation. The mediation shall be conducted by a mutually agreed-upon mediator in Vincennes, IN, or in the event a mediator in Vincennes is not agreed upon, Evansville, IN. The costs of mediation shall be shared equally by the parties.

9.3 Exceptions. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in a court of competent jurisdiction to prevent irreparable harm pending the resolution of the dispute through the procedures set forth in this Section 9.

10. Attorney's Fees. In the event of any litigation, arbitration, or other proceeding arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter hereof.

12. Amendment. This Agreement may be amended only by a written instrument executed by both parties. Any purported amendment that does not comply with this Section 14 shall be void and of no effect.

13. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to any choice of law or conflict of law provisions.

15. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

16. Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given

when delivered personally, or when sent by registered or certified mail, return receipt requested, postage prepaid, or when sent by overnight courier service, addressed to the party at the address set forth in the preamble to this Agreement or to such other address as either party may designate by notice to the other party.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18. Recordation. This Agreement shall be recorded in the official records of Knox County, IN within 30 days of its execution.

19. Compliance with Laws. The parties shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the exercise of their respective rights and the performance of their obligations under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement on this 27<sup>th</sup> day of August, 2025.

GRANTOR:

The Estate of Marjorie L. Tolan

By: Ashley Becher, PR  
Ashley Becher, Personal Representative

GRANTEE:

Kelly Mason & Sons LLC

By: Kelly Mason  
Kelly Mason, Manager

27th IN WITNESS OF WHICH, the Grantor has signed and sealed this Easement Agreement this day of August, 2025.

Estate of Marjorie L. Tolan

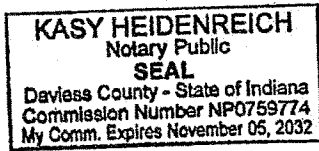
Ashley Becher, PR  
Ashley Becher, Personal Representative

STATE OF INDIANA, COUNTY OF KNOX, SS:

On August 27, 2025, the Grantor, Ashley Becher, Personal Representative of the Estate of Marjorie L. Tolan, personally appeared before me and acknowledged the voluntary execution of this Easement Agreement. I reside in Daviess County, State of Indiana, and I am a notary public in and for that county and state.

Witness my signature and notarial seal.

Kasy Heidenreich  
Notary Public



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

Justin W. Roberts

Exhibits:

- Exhibit A: Grantor's Property Description
- Exhibit B: Grantee's Property Description
- Exhibit C: Easement Area Description and Survey

Exhibit A

STATE OF INDIANA )  
 )SS:  
COUNTY OF KNOX )

IN THE KNOX CIRCUIT COURT  
  
1997 TERM

IN RE: THE MATTER OF THE  
ESTATE OF MAUDE BLANN,  
DECEASED; MARJORIE LEE TOLAN,  
PERSONAL REPRESENTATIVE

CAUSE NUMBER 42C01-9406-ES-076

ORDER ON FINAL ACCOUNT AND DECREE ON FINAL DISTRIBUTION

This cause scheduled for hearing on the 24th day of April, 1997, upon the Petition for Final Account, Petition To Settle And Allow Account, and for Authority to Distribute Estate filed by the Personal Representative, which Account and Petition is referred to as the Final Account, and which read as follows:

(H. I.)

PRELIMINARY JURISDICTIONAL FINDINGS

The Court examined the notices and proofs and finds:

1. Due notice of the qualification of the Personal Representative and of the issuance of letters was given as required by law.
2. More than five months have elapsed since the date of the first published notice to creditors and other persons interested in the Estate.
3. Due notice of the filing of the Final Account and of the hearing was given to all persons interested in this Estate as required by law.
4. No objections to such Final Account have been filed.
5. The Final Account is now ready for submission to the Court for consideration and action by the court.

FINDINGS OF FACT

Having examined and considered the Final Account, the Court now finds:

1. The amounts claimed as credits for Personal Representative's and attorney fees are just and reasonable for services rendered to date and for normal anticipated services to be rendered in connection with the final distribution of the Estate.
2. The Personal Representative has accounted for all assets in the Estate coming into her hands during the administration of the Estate and for which she is chargeable by law, except for making final distribution.
3. All Indiana Inheritance Taxes have been paid, as well as the Federal Estate Taxes.
4. All income subject to Federal or Indiana income taxes and for which this decedent or her Estate are liable has been duly reported by proper tax returns, and the amounts shown to be due have been paid.
5. Neither the decedent nor the Personal Representative, as such Personal Representative, was an employer of labor as that term is defined by the Indiana Employment Security Act, and there are no unpaid contributions, interest, or penalties imposed by such Act due from this decedent's Estate.
6. Except for expenses incidental to the final distribution of this Estate, all claims including expenses of

administration have been paid; there are no unsatisfied claims against this decedent's Estate and all debts and obligations of the decedent and her Estate, not otherwise mentioned, have been paid or discharged.

7. The Will provides for a devise to the Maude Blann Trust which has previously been paid and approved by the court.
8. All of the assets of the decedent's Estate have been fully administered upon except for making final distribution.
9. The personal property available for distribution consists of 2,916 shares of Old National Bank stock, 716 shares of Ambank stock, \$16,815.45 cash, and the decedent's household furnishings. In addition to the personal property, the decedent left real estate described below which was not disposed of during the administration of the estate.
10. The sole devisee of the decedent's Estate who is a legally competent adult is Marjorie Lee Tolan whose address is P.O. Box 329, Oaktown, Indiana 47561, who will receive all of the personal property as well as the following described real estate:

TRACT I: Part of Lots Four (4) and Five (5), and the Northeast Quarter of the Southwest Quarter all in Section Twenty-seven (27), and Part of Location Two Hundred Ninety-eight (298), all in Township Five (5) North, Range Ten (10) West, bounded and described as follows: Beginning at a stone, the Southwest corner of said Northeast Quarter of the Southwest Quarter; thence East 39.60 chains to a stone in the road; thence North 5 degrees 30 minutes East 9.30 chains to a stone; thence North 13 degrees and 30 minutes East 10.25 chains to a

stone; thence North 1 degree and 45 minutes East 5.21 chains to a stone; thence West 43.19 chains; thence South 24.32 chains to the place of beginning, containing 99 acres, more or less.

TRACT II: Also, Part of Lots One (1) and Four (4) of Fractional Section Twenty-seven (27), and Location Two Hundred Ninety-eight (298), Township Five (5) North, Range Ten (10) West, bounded and described as follows: Beginning at a stone 4.58 chains South of the Northwest corner of said Lot Number 1; thence South 32.14 chains to a stone; thence East 43.19 chains to a stone in the road; thence North 1 degree and 45 minutes East 4.54 chains to a stone; thence North 1 degree West 12.57 chains to a stone; thence North 6 1/2 degrees West 15.07 chains to a stone; thence West 41.30 chains to the place of beginning, containing 135 acres, more or less.

TRACT III: Also, Lot Numbered Three (3) of Fractional Section Twenty-seven (27), Township Five (5) North, Range Ten (10) West, containing 40 1/2 acres, more or less.

All of the above tracts are situated in Busseron Township, Knox County, Indiana.

11. The manner of distribution and disposition of the decedent's residuary Estate is fair and reasonable.
12. All other matters and things stated and shown in the Final Account are true, correct, and proper.

#### GENERAL CONCLUSION

The Court now concludes that the Final Account is correct and the prayer should be granted in full.

#### DECREE

IT IS NOW, THEREFORE, ORDERED, ADJUDGED, and DECREED by the Court:

1. The Final Account is in all respects approved, settled, allowed, and confirmed.
2. The amounts claimed as credits for the payment of the fees of the Personal Representative and the attorney for

services to date and for the normal anticipated services required in making final distribution are allowed and approved.

3. The Personal Representative is hereby directed to distribute the balance of the personal property, including cash, remaining in her hands to Marjorie Lee Tolan.
4. The following described real estate owned by the decedent at the time of her death and not disposed of by the Personal Representative during the administration of the Estate situated in Knox County, Indiana, described as follows:

TRACT I: Part of Lots Four (4) and Five (5), and the Northeast Quarter of the Southwest Quarter all in Section Twenty-seven (27), and Part of Location Two Hundred Ninety-eight (298), all in Township Five (5) North, Range Ten (10) West, bounded and described as follows: Beginning at a stone, the Southwest corner of said Northeast Quarter of the Southwest Quarter; thence East 39.60 chains to a stone in the road; thence North 5 degrees 30 minutes East 9.30 chains to a stone; thence North 13 degrees and 30 minutes East 10.25 chains to a stone; thence North 1 degree and 45 minutes East 5.21 chains to a stone; thence West 43.19 chains; thence South 24.32 chains to the place of beginning, containing 99 acres, more or less.

TRACT II: Also, Part of Lots One (1) and Four (4) of Fractional Section Twenty-seven (27), and Location Two Hundred Ninety-eight (298), Township Five (5) North, Range Ten (10) West, bounded and described as follows: Beginning at a stone 4.58 chains South of the Northwest corner of said Lot Number 1; thence South 32.14 chains to a stone; thence East 43.19 chains to a stone in the road; thence North 1 degree and 45 minutes East 4.54 chains to a stone; thence North 1 degree West 12.57 chains to a stone; thence North 6 1/2 degrees West 15.07 chains to a stone; thence West 41.30 chains to the place of beginning, containing 135 acres, more or less.

TRACT III: Also, Lot Numbered Three (3) of Fractional Section Twenty-seven (27), Township Five (5) North, Range Ten (10) West, containing 40 1/2 acres, more or less.

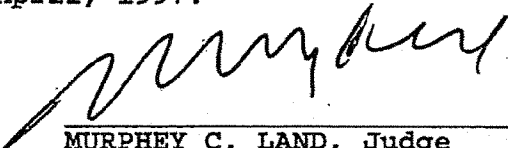
All of the above tracts are situated in Busseron Township, Knox County, Indiana,

was devised by Item IV of the decedent's Will as part of her residuary estate to the residuary devisee, Marjorie Lee Tolan, P.O. Box 329, Oaktown, Indiana 47561, and upon the death of the decedent all of her right, title, and interest in and to such real estate vested in the residuary devisee, Marjorie Lee Tolan, whose address is: P.O. Box 329, Oaktown, Indiana 47561.

5. Upon making final distribution, the Personal Representative shall make her Supplemental Distribution showing:

- A. Any further accounting for receipts and disbursements in accordance with this decree;
- B. The distribution of the remainder of the Estate has been made pursuant to this decree; and
- C. That the Personal Representative has in all respects carried out the provisions of this decree.

DATED this 24 day of April, 1997.

  
\_\_\_\_\_  
MURPHEY C. LAND, Judge  
Knox Circuit Court

6038

## WARRANTY DEED

THIS INDENTURE WITNESSETH: that the Grantors, Guy E. McGaughey, being joined by Margaret M. McGaughey, his wife, and J. C. McGaughey (being the same person as John C. McGaughey) being joined by Mary P. McGaughey, his wife (said Guy E. McGaughey and J. C. McGaughey being the sole devisees of John Elsworth McGaughey, deceased), of the City of Lawrenceville, County of Lawrence and State of Illinois, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations in hand paid, convey and warrant to Maude Blann of the City of Oaktown, in the County of Knox, all our right, title and interest (being the undivided 1/2 interest) in and to the following described real estate, situated in the County of Knox and State of Indiana, to-wit:

Tract No. 1:

The Northeast Quarter of the Northeast Quarter of Section Thirty-four (34), Township Five (5) North, Range Ten (10) West, containing 40 acres, more or less, subject to the easement of a North-South Township gravel road through said Tract.

Tract No. 2:

Also Part of Lots Four (4) and Five (5), and the Northeast Quarter of the Southwest Quarter all in Section Twenty-seven (27), and part of Location Two Hundred Ninety-eight (298), all in Township Five (5) North, Range Ten (10) West, bounded and described as follows: Beginning at a stone, the Southwest Corner of said Northeast Quarter of the Southwest Quarter; thence East 39.60 chains to a stone in the road; thence North 5 degrees 30 minutes East 9.30 chains to a stone; thence North 13 degrees and 30 minutes East 10.25 chains to a stone; thence North 1 degree and 45 minutes East 5.21 chains to a stone; thence West 43.19 chains thence South 24.32 chains to the place of beginning, containing 99 acres, more or less.

Tract No. 3:

Also part of Lots One (1) and Four (4) of fractional section twenty-seven (27), and Location Two Hundred Ninety-eight (298), Township Five (5) North, Range Ten (10) West, bounded and described as follows: Beginning at a stone 4.58 chains South of the Northwest Corner of said Lot Number 1; thence South 32.14 chains to a stone; thence East 43.19 chains to a stone in the road; thence North 1 degree and 45 minutes East 4.54 chains to a stone; thence North 1 degree West 12.57 chains to a stone; thence North 6½ degrees West 15.07 chains to a stone; thence West 41.30 chains to the place of beginning, containing 135 acres, more or less.

Tract No. 4:

Also Lot numbered Three (3) of fractional Section Twenty-seven (27), Township Five (5) North, Range Ten (10) West, containing 40½ acres, more or less.

Tracts No. 5 & 6:

Part of Location Number Two Hundred Ninety-eight (298), Part of Location Number Three Hundred Three (303), and Part of Lots Number Four (4) and Five (5) in Fractional Section Number Twenty-seven (27) in Township Five (5) North, Range Ten (10) West, Knox County, Indiana, bounded and described as follows: Beginning at a point which is South 76.2 rods and West 36.48 rods from the Northeast Corner of Location No. 298 (Said point being also 130 rods North of the Southwest Corner of a 442.4 acre tract conveyed by Hester Blann, et al, to the United States of America, Jan. 5, 1943 and recorded in Deed Record 103 Page 249 in Knox County Recorder's Office) thence West 9.06 chains to a stone in the road; thence South one degree East along road 12.57 chains to a stone; thence South one degree 45 minutes West 9.75 chains to a stone; thence South thirteen degrees 30 minutes west 2.72 chains to a stone; thence South thirteen degrees 30 minutes West 7.54 chains to a stone; thence East in the Road 8.77 chains to a point; thence North one degree West 7.15 chains to a point; thence West 2.70 chains to a corner fence post; thence North four degrees 20 minutes West 3.38 chains to a wood hub; thence East 3.41 chains to a wood hub; thence North 4.07 chains to a 30 inch Locust Tree; thence West 0.66 chains to a wood hub; thence North 2.73 chains to a wood hub; thence East 3.31 chains to a wood hub in the fence line which is the West line of above mentioned U.S.A. property; thence North 15.17 chains along said U.S.A. fence line to place of beginning containing 22.3 acres, more or less.

Tract No. 7:

Part of Location 303 and part of Lot #5 and #6 of Fractional Section 27 all in Township 5 North, Range 10 West, County of Knox, Indiana. Beginning at a point on the South Line of Location 303 at the Northeast Corner of Section 34 and the Northwest Corner of Section 35; thence North 29.50 chains to the East West County Road; thence West 20.84 chains to a stone in the road at the intersection of County roads; thence South 5 degrees 30 minutes West 9.30 chains to a stone on the North Line of Lot #6; thence West 0.90 chains to a stone in the South Line of Lot #5; thence South 8 degrees 27 minutes East 20.39 chains, more or less, to the South Line of Section 27, thence East 19.46 chains along the North Line of Section 34 to the place of beginning containing 62.8 acres, more or less.

The Grantors except and reserve unto themselves and to their heirs and assigns the undivided 1/2 of the net proceeds derived from the sale of all crops harvested, sold or planted in 1964 on the jointly owned lands located in Sections 26, 27, 34 and 35 in Township 5 North, Range 10 West of the 2nd P.M., in Knox County, Indiana.

This conveyance is not a sale but constitutes a mutual partition of the jointly owned lands in the above described Sections.

IN WITNESS WHEREOF the above named Grantors have executed this conveyance this 9th day of November, 1964.

GUY E. MCGAUGHEY  
MARGARET M. MCGAUGHEY  
J. C. MCGAUGHEY  
MARY P. MCGAUGHEY

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF LAWRENCE )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 9th day of November 1964, personally appeared Guy E. McGaughey and Margaret M. McGaughey, his wife, and J. C. McGaughey and Mary P. McGaughey, his wife, to me known to be the identical persons who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the annexed Deed as their free and voluntary act and deed for the uses and purposes therein set forth.

228 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and years last above written.

*Guillermo J. Buitrago*  
Notary Public



My Commission Expires:

Jan 21, 1966

STATE OF NEW YORK

RECORDED THE 13 DAY OF Nov 19 64 AT 11:25 O'CLOCK A.M. *April J. Buitrago* R.K.C.

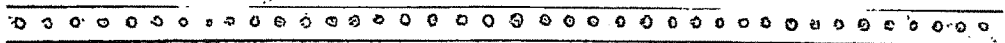


Exhibit B



2010R01473

BRENDA J. HALL  
KNOX COUNTY RECORDER  
VINCENNES, IN  
RECORDED ON  
04/07/2010 02:40:08PM  
REC FEE:32.00  
PAGES: 9

WARRANTY DEED

THIS INDENTURE WITNESSETH, That *Kelly W. Mason, also known as Kelly Mason and Tracee Mason, also known as Tracy Mason, husband and wife, and Kelly W. Mason*, of Knox County, State of Indiana (Grantor) CONVEY AND WARRANT to *Kelly Mason & Sons, LLC*, an Indiana Limited Liability Company (Grantee), of Knox County, Indiana, for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Knox County, Indiana:

Tract I

*The North half of Lot Number 7 of Fractional Section Number 22, Township 5 North, Range 10 West, being the North half of the Southwest quarter of the Southwest quarter of said Section Number 22, containing 20 acres, more or less.*

*Situated in Busseron Township, Knox County, Indiana.*

Tract II

*The West half of the Southwest quarter of Section Twenty-seven (27) Township Five (5) North, Range Ten (10) West, except a strip of ground of equal width across the North end thereof formerly belonging to the Hannah J. Snapp Estate, and containing after said exception, 70 acres, more or less.*

*Also, part of location Three Hundred Two (302) and part of the Southeast Fractional quarter of Section Twenty-two (22), all in Township Five (5) North, Range Ten (10) West, bounded as follows, to wit: Beginning at the Southeast corner of said Location 302; thence East 75 links to a stake; thence North 20.31 chains to a stake; thence West 75*

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*Walt R. ...*

links to the East line of said Location; thence North 5.18 chains on said line; thence West 25.70 chains to the West line of said Location; thence South 20 degrees East 20 chains on said line; thence North 86 degrees east 7.62 chains to a stone; thence South 7 degrees East 7.26 chains to a stone; thence East 10.40 chains to the beginning, containing 49-1/2 acres.

Also, part of Lot Eight (8) in Fractional Section Twenty-two (22) Township Five (5) North, Range Ten (10) West, bounded as follows, to wit: Beginning at the Northwest corner of said Lot 8; thence East 26.87 chains to Location 302; thence South 20 degrees East 8.53 chains to a stake; thence West 29.81 chains to Lot Number 7 in said section; thence North 7.75 chains to the beginning, containing 20 acres.

Also, 10 acres taken the same width the entire length off the North end of the West half of the Southwest quarter of Section Twenty-seven (27) Township Five (5), North, Range Ten (10) West.

Containing in all the above described real estate, 149.50 acres, more or less.

Situated in Busseron Township, Knox County, Indiana.

### Tract III

Part of Location two hundred ninety eight (298) township five (5) north, range ten (10) west, bounded as follows: Beginning at the northeast corner of said Location; thence south 7.85 chains to a stake; thence west 19.37 chains to a stake; thence north 6-1/4 degrees east 7.90 chains to Location 302; thence east 20.27 chains to the beginning, containing 15.50 acres, more or less.

Also, part of Location Number two hundred ninety eight (298) in township five (5) north, range ten (10) west, bounded as follows: Beginning 7.85 chains south of the northeast corner of said Location; thence South 11.20 chains to a stone; thence west 18.20 chains to a stone; thence north 6-1/4 degrees west 11.37 chains to a stake; thence east 19.37 chains to the beginning, containing 21 acres, more or less.

*EXCEPTING THEREFROM, the following described tract, conveyed by Winfield L. Snapp, unmarried to United States of America, dated March 31, 1943, and recorded in Deed Record 104, page 52, in the Recorder's Office of Knox County, Indiana, to-wit: Part of Location number two hundred ninety eight (298) township five (5) north, range ten (10) west, of the Second Principal Meridian in the County of Knox, State of Indiana, more particularly described as follows, to-wit: Beginning at the corner of Sections 22, 23, 26 and the northeast corner of said Location 298, all in township five (5) north, range ten (10) west and being a corner to a 442.4 acre tract and in the line of the John H. Snapp, Jr. 131.67 acres tract; thence with the line of said 442.4 acre tract south 76.2 rods to a point; thence west 36.48 rods to a point; thence north 76.2 rods to a point, said point being a corner to the Hannah J. Snapp estate tract and said John H. Snapp, Jr. 131.67 acre tract; thence with line of said 131.67 acre tract east 36.48 rods to the beginning and containing 17.37 acre, more or less.*

*Leaving herein contained after deducting said exception a total of 19.13 acres, more or less.*

*FURTHER EXCEPTING THEREFROM, the following described tract conveyed to Jack A. Mason and Tonjia Mason, Husband and Wife, by Warranty Deed dated February 17, 1984 and recorded February 17, 1984 in Deed Book 220, at page 111, in the office of the Recorder of Knox County, Indiana, to-wit: Part of Location 298, Township 5 North, Range 10 West, Busseron Township, Knox County, Indiana, described as follows: Beginning South 76.2 rods and West 48.48 rods from the northeast corner of said Location 298; thence West 400.0 feet to the county road; thence North 1 degree West 60.0 feet along the center of said road; thence North 13 degrees 30 minutes West 103.0 feet; thence East 425.0 feet; thence South 160.0 feet to the point of beginning, and containing 1.50 acres, more or less.*

*Leaving herein contained after deducting said exception a total of 17.63 acres, more or less.*

*Situated in Busseron Township, Knox County, Indiana.*

*FURTHER EXCEPTING THEREFROM, Part of Location 302, Township 5 North, Range 10 West, Busseron Township, Knox County, Indiana, described as follows: Commencing at the southeast corner of said Location 302; thence East 75 links to a stake; thence*

North 20.31 chains to a stake; thence West 75 links to the east line of said Donation; thence North 5.18 chains; thence West 635.0 feet to an iron pin set in the fenceline on this survey and the point of beginning of this description (the above entry was deduced from Deed Record 162 page 75, Kirchoff to Mason in the Office of the Recorder of Knox County); thence West 392.0 feet to a spike in the county road; thence South 13 degrees 10 minutes East 383.4 feet along the road to a spike; thence East 310.6 feet; thence North 373.3 feet to the point of beginning, and containing 3.01 acres, more or less, and SUBJECT TO the existing right-of-way for the county road.

FURTHER EXCEPTING THEREFROM, Portions of Location 298 and 302, Township 5 North, Range 10 West, lying in Busseron Township, Knox County, Indiana and being more particularly described as follows:

COMMENCING AT the Northeast corner of Location 302; thence along the East boundary of Location 302, South 00 degrees 00 minutes 00 seconds East 239.58 feet to a 5/8-inch rebar found 2-inches below grade marking the intersection of the East boundary of Location 302 and the North boundary of the Southeast Quarter of Fractional Section 22; thence North 89 degrees 19 minutes 06 seconds West 1242.38 feet to a railroad spike found buried 1-inch and marking the Northwest corner of an 8.115-acre tract conveyed to David Allen Darling on May 27, 1997 and recorded in Deed Record 260, Page 900 in the Office of the Recorder of Knox County, Indiana; thence South 12 degrees 14 minutes 32 seconds East 533.24 feet to a P.K. nail found buried 2-inches in the center of Mason Road marking the southwest corner of said 8.115-acre tract; thence continuing along the center of Mason Road the next nine (9) courses and distances: (1) South 12 degrees 07 minutes 45 seconds East 487.87 feet to a railroad spike found buried 1-inch and marking the northwest corner of a 3.01-acre tract conveyed to Kelly W. and Tracee D. Mason on July 21, 1998 and recorded in Deed Record 265, Page 412 in the Office of the Recorder of Knox County, Indiana; (2) South 12 degrees 35 minutes 29 seconds East 383.02 feet to a railroad spike found flush and marking the southwest corner of said 3.01-acre tract; (3) South 13 degrees 00 minutes 39 seconds East 172.15 feet; (4) South 14 degrees 23 minutes 59 seconds East 167.00 feet; (5) South 17 degrees 03 minutes 36 seconds East 155.76 feet; (6) South 14 degrees 32 minutes 04 seconds East 161.60 feet; (7) South 10 degrees 23 minutes 27 seconds East 147.35 feet; (8) South 7 degrees 33 minutes 07 seconds East 160.12 feet; (9) South 06 degrees 25 minutes 36 seconds East 149.78 feet to

magnetic nail set flush and being the **POINT OF BEGINNING** of this description; thence leaving the center of said road, North 90 degrees 00 minutes 00 seconds East (passing through a 5/8-inch rebar with a survey cap inscribed "P.S. Gabhart, PLS 20200018" set flush and hereon called an "iron monument" at 39.03 feet) 175.26 feet in all to an iron monument set 12-inches below grade; thence South 00 degrees 00 minutes 00 seconds East 1238.76 feet to an iron monument set 12-inches below grade; thence North 90 degrees 00 minutes 00 seconds West (passing through an iron monument set flush at 9.36 feet) 35.72 feet in all to a magnetic nail set flush in the center of Mason Road thence North 06 degrees 25 minutes 36 seconds West 1246.60 feet to the point of beginning and containing 3.000 acres, more or less (0.874-acres in Location 302 and 2.126-acres in Location 298).

**Tract IV**

Part of the West Half of the Southeast Quarter of the Northeast Quarter of Section Twenty-One (21), Township Five (5) North, Range Ten (10) West, Busseron Township, Knox County, Indiana, described as follows: Beginning at the Northwest Corner of the Southeast Quarter of the Northeast Quarter described above; thence East 330 feet along the North line of said quarter-quarter section; thence South 660 feet; thence West 330 feet to the West line of said quarter-quarter section; thence North 660 feet along said West line to the point of beginning and containing 5.0 acres, more or less.

**Tract V**

Part of Location Number 302, bounded and described as follows: Begin at a stone 22.38 chains South of the NE/c of said Location 302, thence West 12.33 chains to a stake, thence North 3.50 chains to a post, thence South 81 degrees West 3.38 chains to the gravel road, thence along said gravel road North 12 degrees West 4.50 chains, thence East 16.80 chains to the East line of said Location Number 302, thence South 7.09 chains to the place of beginning, containing 10.00 acres.

Also, part of Location Number 302, bounded and described as follows: Begin at a stake in the gravel road, 15.12 chains West of a stone South 22.38 chains from the Northeast

corner of said Location Number 302, thence East 208.0 feet; thence North 231.0 feet; thence South 81 degrees West 240.0 feet to a stake in said gravel road; thence along said road South 12 degrees East 185.0 feet to the place of beginning, containing 1.00 acre.

Also, part of Location Number 302, bounded and described as follows: Begin at a stake in the road at the NE/c of grantor's (Mae Bond) 53.50 acre tract (said point is North 10.62 chains and East 54.57 chains from the SW/c of Lot Number 6 in Frl. Section 22-5N-10W), thence South 12-1/2 degrees East in the road 5.54 chains, thence West 10.03 chains to the inverse corner of grantor's 53.50 acre tract, thence North 18-1/2 degrees West 5.54 chains, more or less, to a point on the north line of said 53.50 acre tract, thence East to the place of beginning, containing 5.50 acres, more or less.

All in Section 22, Location 302, Busseron Township, Knox County, Indiana and containing in all 16.50 acres, more or less.

EXCEPTING THEREFROM, A portion of Location 302, Township 5 North, Range 10 West, lying in Busseron Township, Knox County, Indiana and being more particularly described as follows:

COMMENCING AT the Northeast corner of Location 302; thence along the East boundary of Location 302, South 00 degrees 00 minutes 00 seconds East 239.58 feet to a 5/8-inch rebar found 2-inches below grade marking the intersection of the East boundary of Location 302 and the North boundary of the Southeast Quarter of Fractional Section 22; thence North 89 degrees 19 minutes 06 seconds West 1242.38 feet to a railroad spike found buried 1-inch and marking the Northwest corner of an 8.115-acre tract conveyed to David Allen Darling on May 27, 1997 and recorded in Deed Record 260, Page 900 in the Office of the Recorder of Knox County, Indiana; thence South 12 degrees 14 minutes 32 seconds East 533.24 feet to a P.K. nail found buried 2-inches in the center of Mason Road marking the southwest corner of said 8.115-acre tract and being the POINT OF BEGINNING of this description; thence along the south boundary of said 8.115-acre tract, South 89 degrees 18 minutes 43 seconds East 326.06 feet to a 5/8-inch rebar with a survey cap inscribed "P.S. Gabhart, PLS 20200018" set flush and hereon called an "iron monument"; thence South 00 degrees 00 minutes 00 seconds East 475.31 feet to an iron monument set flush on the north boundary of a 3.01-acre tract conveyed to Kelly W. and Tracee D. Mason on July 21, 1998 and recorded in Deed Record 265, Page 412 in the

Office of the Recorder of Knox County, Indiana; thence North 89 degrees 25 minutes 29 seconds West 223.54 feet to a railroad spike found buried 1-inch in the center of Mason Road and being the northwest corner of said 3.01-acre tract; thence North 12 degrees 07 minutes 45 seconds West 487.87 feet to the point of beginning and containing 3.000-acres, more or less.

**Tract VI**

Part of Location Number 302 and part of Lots Number 5 and 6 in Fractional Section 22, all in Township 5 North, Range 10 West and taken together bounded and described as follows, to wit: Beginning at the Southwest corner of said Lot No. 6 on the Section line; thence North 10.62 chains to the corner of the 53.50 acre tract formerly owned by William H. Bond; thence East 54.57 chains to a stake in the road; thence South 12-1/2 degrees East along said road 5.54 chains to a stake; thence West 10.03 chains; thence South 18-1/2 degrees East 4.96 chains; thence West 47.07 chains to the place of beginning, containing 53.50 acres. EXCEPTING THEREFROM the following described real estate heretofore conveyed to Glenn A. Koby, etux, to wit: Part of Location Number 302, Township 5 North, Range 10 West bounded and described as follows, to wit: Beginning at a stake in the Road, the Northeast corner of said 53.50 acre tract (said point is North 10.62 chains and East 54.57 chains from the Southwest corner of Lot Number 6 in Fractional Section 22, Township 5 North, Range 10 West); thence South 12-1/2 degrees East in the road 5.54 chains; thence West 10.03 chains to the inverse corner of said 53.50 acre tract; thence North 18-1/2 degrees West 5.54 chains, more or less to a point on the North line of said 53.50 acre tract; thence East to the place of beginning, containing 5.50 acres, more or less. Containing in all after said exception a total of 48 acres, more or less.

Subject to restrictions, easements and covenants of record.

Subject to any existing zoning ordinances and land use control ordinances.

Subject to real estate taxes and assessments.

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals, this 17<sup>th</sup>

day of March, 2010.

Kelly W Mason  
Kelly W. Mason, also known as  
Kelly Mason

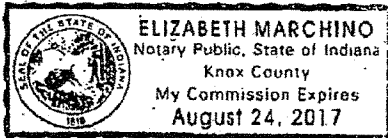
Tracee Mason  
Tracee Mason, also known as  
Tracy Mason

Kelly W Mason  
Kelly W. Mason

STATE OF INDIANA, COUNTY OF KNOX

Before me, the undersigned, a Notary Public in and for said County and State, this 17<sup>th</sup> day of March, 2010, personally appeared Kelly W. Mason, also known as Kelly Mason and Tracee Mason, also known as Tracy Mason, husband and wife, and Kelly W. Mason who acknowledged this conveyance to be their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my Official Seal.



Elizabeth Marchino  
Elizabeth Marchino, Notary Public

This instrument prepared by Mark Ewing, Attorney at Law, 513 Main Street, P.O. Box 979, Vincennes, Indiana 47591, at the specific request of Grantor based solely on information supplied by one or more of the parties to this conveyance and without examination of title or abstract. The

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Page 8 of 9

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL  
ACCEPTANCE FOR TRANSFER  
THIS 7 DAY OF April 2010  
Auditor Knox County

KNOX COUNTY RECORDER 2010R01473 8 of 9

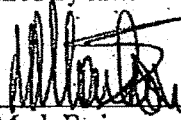
drafter assumes no liability for any errors, inaccuracy, or omissions in this instrument resulting from the information provided, the parties hereto signifying their consent to this disclaimer by Grantor's execution and Grantees' acceptance of the instrument.

Property Address: farm acreage in Oaktown, Indiana

Grantor's Address: 12436 N. Mason Road, Oaktown, Indiana 47561

Grantee's Address: 12436 N. Mason Road, Oaktown, Indiana 47561

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

  
Mark Ewing

# Exhibit C

*Easement Description  
Part of Section 27 and Location 298, Township 5 North, Range 10 West,  
Busseron Township, Knox County, Indiana*

## Easement Description

A strip, 20 feet in width along the following described centerline (being 10 feet on each side of said centerline), for the purposes of ingress and egress in Section 27 and Location 298, Township 5 North, Range 10 West, of the 2<sup>nd</sup> Principal Meridian, located in Busseron Township, Knox County, Indiana and being more particularly described as follows:

Commencing from the northeast corner of Location 298; thence North 89 degrees 24 minutes 22 seconds West, 1337.09 feet to the center of Mason Road; thence along the center of Mason Road the following four courses: South 05 degrees 57 minutes 18 seconds East, 1210.32 feet; thence South 01 degrees 19 minutes 04 seconds East, 777.06 feet; thence South 00 degrees 09 minutes 37 seconds East, 215.96 feet; thence South 02 degrees 07 minutes 11 seconds West, 217.75 feet to the intersection of said road with a dirt field lane from the west, marking the POINT OF BEGINNING of the easement centerline; thence along the center of said dirt field lane the following seven courses: South 89 degrees 54 minutes 19 seconds West, 1405.30 feet; thence North 89 degrees 48 minutes 19 seconds West, 764.18 feet; thence North 89 degrees 20 minutes 17 seconds West, 595.83 feet; thence along a non-tangent curve concave to the southeast having a radius of 65.19 feet, an arc length of 107.37 feet, and a long chord bearing and distance of South 50 degrees 41 minutes 34 seconds West, 95.64 feet; thence South 01 degrees 30 minutes 19 seconds East, 113.93 feet; thence along a non-tangent curve concave to the northwest having a radius of 71.23 feet, an arc length of 119.40 feet, and a long chord bearing and distance of South 42 degrees 57 minutes 07 seconds West, 105.90 feet; thence North 87 degrees 40 minutes 54 seconds West, 697.05 feet to the base of the levee. The sidelines of said easement shall be shortened or lengthened in order to meet with lines of beginning and ending at all angle points.


Bearings in this description are based on grid bearings of the Indiana State Plane Coordinate System, Indiana West Zone, NAD83 (2011).

### Affirmation

In accordance with IC 36-2-7.5-5(a), I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

### Certification

I hereby certify that the work of this survey and the published results were completed under my direct supervision; and to the best of my knowledge and belief in accordance with the requirements of Indiana Administrative Code, Title 865, Article 1, Rule 12 for the type of survey stated.

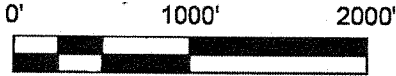
  
\_\_\_\_\_  
Jessica M. Hess, P.S.    LS 21500008    4/25/2025  
\*Edit to Item #3 in Notes on Plat on 7/10/2025



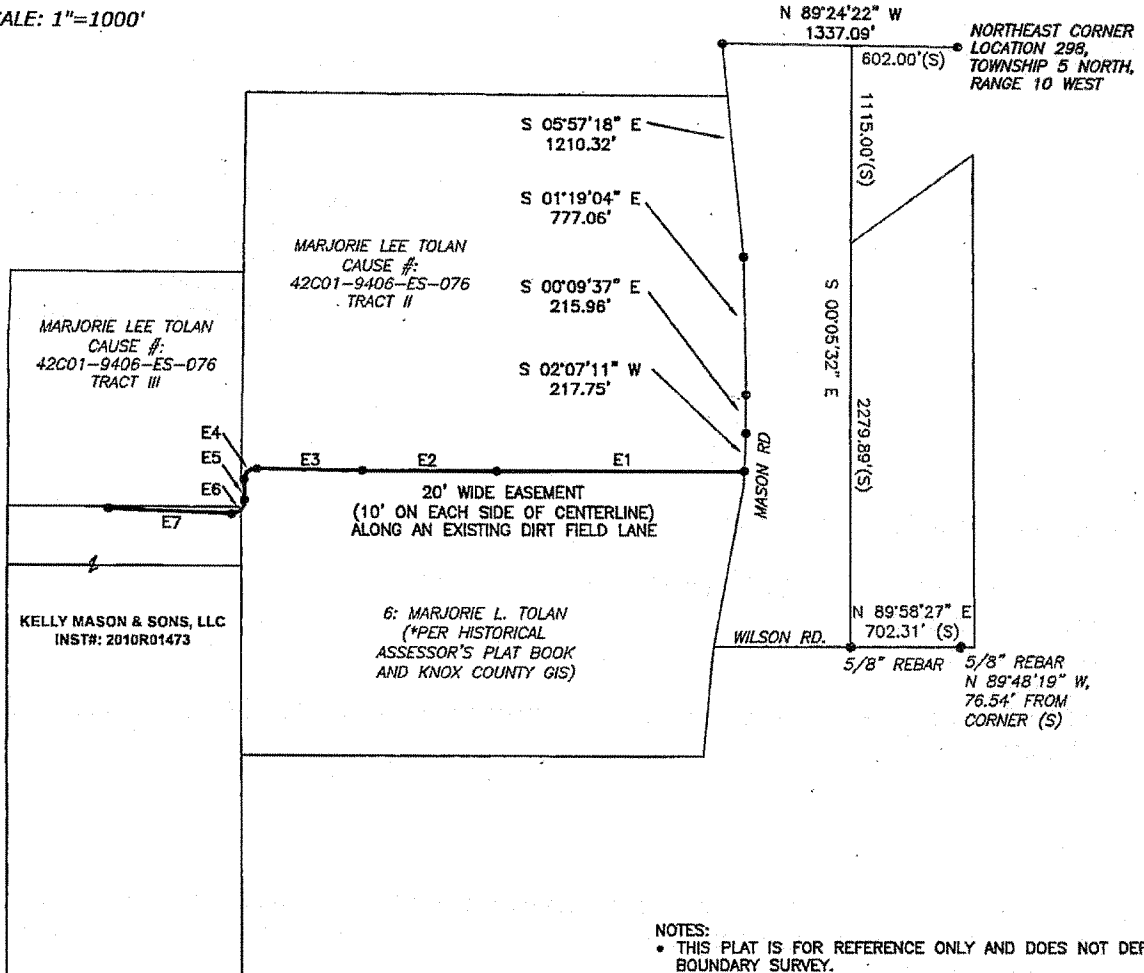
Project Number: 2025-021



BASIS OF BEARINGS:  
 GRID NORTH  
 INDIANA STATE PLANE  
 COORDINATE SYSTEM,  
 WEST ZONE (NAD 2011)



SCALE: 1"=1000'



EASEMENT DIMENSION TABLE					
LINE	BEARING	DISTANCE			
E1	S 89°54'19" W	1405.30'			
E2	N 89°48'19" W	764.18'			
E3	N 89°20'17" W	595.83'			
CURVE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	
E4	65.19'	S 50°41'34" W	95.64'	107.37'	
E5	S 01°30'19" E	113.93'			
CURVE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	
E6	71.23'	S 42°57'07" W	105.90'	119.40'	
E7	N 87°40'54" W	1697.05'			

- NOTES:
- THIS PLAT IS FOR REFERENCE ONLY AND DOES NOT DEPICT A BOUNDARY SURVEY.
  - DIMENSIONS ARE GROUND MEASUREMENTS.
  - THE NORTHEAST CORNER OF LOCATION 298 WAS CALCULATED BASED ON DIMENSIONS [LABELED AS (S)] AND MONUMENTATION (AS SHOWN ABOVE) FROM A SURVEY BY A TO B SURVEYING, LLC, RECORDED AS INSTRUMENT#: 02-2808 IN THE KNOX COUNTY RECORDER'S OFFICE.
  - \*THE HISTORICAL ASSESSOR'S PLAT BOOK SHOWS THE OWNERS AND DEED INFORMATION AS LISTED BELOW.
  - 3: ITEM REMOVED ON REVISED PLAT: 7/10/2025
  - 6: MARJORIE L. TOLAN AND TAMARA TOLAN (1/2 INTEREST) BOOK 261, PAGE 180. THIS DOCUMENT DID NOT INCLUDE DESCRIPTIONS FOR THE TRACTS SHOWN HEREON. A DESCRIPTION FOR THIS TRACT WAS FOUND IN CAUSE #: 42C01-9406-ES-076, TRACT I.
  - NO MONUMENT FOUND OR SET
  - \*4TH BULLET POINT, ABOVE, EDITED FROM ORIGINAL PUBLICATION ON 4/25/2025.

**CORNERSTONE**  
 LAND SURVEYING, LLC  
 1692 N. Apraw Rd, Wheatland, IN 47597  
 PH: 812-881-1291 www.cornerstonelands.com

PLAT OF EASEMENT DESCRIPTION  
 Part of Section 27 and Location 298,  
 Township 5 North, Range 10 West  
 Busseron Township, Knox County, Indiana

Prepared By: Jessica M. Hess, PS	Client: Kelly Mason
Project Number: 2025-021	Scale: 1"=1000'
Date: 7/10/2025	Sheet Number: 2 of 2