

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: 2026-084)

Auction Tracts 1 - 3 **(Knox County, Indiana)**

For October 27, 2026 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Ford Sawmills Inc. and the John Ford Revocable Trust



First American Title™

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. 7th St., Vincennes, Indiana 47591
PH (812) 882-5273 FX (812) 882-9886
unclefay@heddenabstract.com

ALTA® Registry ID #0005154

Loan ID No. TBD

Commitment / Issuing Office File No. 2026-084

Property Address: VACANT GROUND, OLD TERRE HAUTE RD & LOWER FT. KNOX RD., VINCENNES, INDIANA 47591

Commitment Revision Number:

Schedule A

1.) **Commitment Date:** JULY 28, 2026 **Time:** 8:00 AM
UPDATED TO: **Time:**

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

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

(b) X **ALTA LOAN POLICY** **Proposed Amount of Insurance** \$TBD
Proposed Insured: TBD
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:**

AUCTION TRACT I -- JOHN FORD AND NANCY FORD, AS TRUSTEES OF THE JOHN FORD
REVOCABLE TRUST DATED THE 3RD DAY OF JANUARY, 2000,

AUCTION TRACTS I-II-III -- FORD SAWMILLS INC.

CHAIN OF TITLE--for informational purposes only

By virtue of Deeds recorded on August 12, 1988 in Deed Record 231 at pages 879-915-919-921 in the Office of the Recorder of Knox County, Indiana
By virtue of Deeds recorded on April 19, 1976 in Deed Record 201 page 39 in the Office of the Recorder of Knox County, Indiana
By virtue of Deeds recorded on September 22, 1988 in Deed Record 232 page 297 in the Office of the Recorder of Knox County, Indiana
By virtue of Deeds recorded on May 5, 1969 in Deed Record 176 page 567 in the Office of the Recorder of Knox County, Indiana
By virtue of Deeds recorded on January 26, 2011 as Document #2011R00526 in the Office of the Recorder of Knox County, Indiana
By virtue of Deeds recorded on March 9, 2000 in Deed Record 277 page 575 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

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Schedule A (Continued)

EXHIBIT 'A'

AUCTION TRACT I

165 acres (+/-) farm ground located in Part of Upper Prairie Surveys 22 & 23, Township 3 North, Range 10 West to be determined by boundary survey.

Situated in Vincennes Township, Knox County, Indiana.

More commonly known as farm ground located on Fort Knox Rd., Vincennes, IN 47591

AUCTION TRACT II

38 acres (+/-) wooded and farm ground located in Part of Upper Prairie Surveys 22 & 23, Township 3 North, Range 10 West to be determined by boundary survey.

Situated in Vincennes Township, Knox County, Indiana.

More commonly known as farm ground located on Old Terre Haute Rd., Vincennes, IN 47591

ALSO AN EASEMENT FOR INGRESS AND EGRESS AND UTILITIES to be determined by boundary survey across a 5.95 acre tract owned by same owner/grantor.

AUCTION TRACT III

128 acres (+/-) wooded and farm ground located in Part of Upper Prairie Surveys 22 & 23, Township 3 North, Range 10 West to be determined by boundary survey.

Situated in Vincennes Township, Knox County, Indiana.

More commonly known as farm ground located on Old Terre Haute Rd., Vincennes, IN 47591

ALSO AN EASEMENT FOR INGRESS AND EGRESS AND UTILITIES to be determined by boundary survey across a 5.95 acre tract owned by same owner/grantor.

★★

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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 –

Corporate Warranty Deed executed by FORD SAWMILLS INC., AN INDIANA CORPORATION to **TO BE DETERMINED conveying fee simple interest in the Land described as AUCTION TRACT I in Schedule A of this commitment.**

Trustee's Deed executed by THE JOHN FORD REVOCABLE TRUST UNDER AGREEMENT DATED JANUARY 3, 2000 to **TO BE DETERMINED conveying fee simple interest in the Land described as AUCTION TRACT I in Schedule A of this commitment.**

Corporate Warranty Deed executed by FORD SAWMILLS INC., AN INDIANA CORPORATION to **TO BE DETERMINED conveying fee simple interest in the Land described as AUCTION TRACT II in Schedule A of this commitment.**

Corporate Warranty Deed executed by FORD SAWMILLS INC., AN INDIANA CORPORATION to **TO BE DETERMINED conveying fee simple interest in the Land described as AUCTION TRACT III 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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**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 2025, are a lien and are due in two installments payable May 10, 2026 and November 10, 2026 --

A. PARCEL #42-12-03-300-002.000-023**(COVERS PART OF AUCTION TRACT I)**

Assessed in the name of: FORD SAWMILLS INC.
 Property Address: RIVER RD., VINCENNES, INDIANA 47591
 Taxing Unit and Code: 023 – VINCENNES TWP
 Assessed Value Land: \$241,300.00 Assessed Value Improvements: NONE Exemptions: NONE
 Legal description per Assessor records -- PT UP SURVEY 21 & 22 & 23, T3N-R10W (145.56A)
 May Installment (Includes Solid Waste Assessment) 2025 payable 2026 ----- \$2,342.16 PAID IN FULL
 November Installment (Includes Solid Waste Assessment) 2025 payable 2026 ----- \$2,342.16 DUE 11-10-2027
 Delinquency ----- NONE

B. PARCEL #42-12-10-300-001.000-023**(COVERS PARTS OF AUCTION TRACTS I – II – III)**

Assessed in the name of: FORD SAWMILLS INC.
 Property Address: FORT KNOX RD., VINCENNES, INDIANA 47591
 Taxing Unit and Code: 023 – VINCENNES TWP
 Assessed Value Land: \$258,500.00 Assessed Value Improvements: NONE Exemptions: NONE
 Legal description per Assessor records -- PT UP SURVEY 20-21-22-23 & PT LOC 75 & 76, PT UP SURVEY 22, T3N-R10W (199.91A)
 May Installment (Includes Solid Waste Assessment) 2025 payable 2026 ----- \$2,509.12 PAID IN FULL
 November Installment (Includes Solid Waste Assessment) 2025 payable 2026 ----- \$2,509.12 DUE 11-10-2027
 Delinquency ----- NONE

C. PARCEL #42-12-15-200-002.000-023**(COVERS PART OF AUCTION TRACT III)**

Assessed in the name of: FORD SAWMILLS INC.
 Property Address: 2019 E. OLD TERRE HAUTE RD., VINCENNES, INDIANA 47591
 Taxing Unit and Code: 023 – VINCENNES TWP
 Assessed Value Land: \$34,300.00 Assessed Value Improvements: NONE Exemptions: NONE
 Legal description per Assessor records -- PT UP SURVEY 20, T3N-R10W (17.42A)
 May Installment (Includes Solid Waste Assessment) 2025 payable 2026 ----- \$332.93 PAID IN FULL
 November Installment (Includes Solid Waste Assessment) 2025 payable 2026 ----- \$332.93 DUE 11-10-2027
 Delinquency ----- NONE

D. PARCEL #42-12-15-100-008.000-023**(COVERS PART OF AUCTION TRACT III)**

Assessed in the name of: FORD SAWMILLS INC.
 Property Address: 2019 E. OLD TERRE HAUTE RD., VINCENNES, INDIANA 47591
 Taxing Unit and Code: 023 – VINCENNES TWP
 Assessed Value Land: \$27,700.00 Assessed Value Improvements: \$4,300.00 Exemptions: NONE
 Legal description per Assessor records -- PT UP SURVEY 21 & 22, T3N-R10W (7.59A)
 May Installment (Includes Solid Waste Assessment) 2025 payable 2026 ----- \$491.71 PAID IN FULL
 November Installment (Includes Solid Waste Assessment) 2025 payable 2026 ----- \$491.71 DUE 11-10-2027
 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).*****

8. Real Estate Taxes and Assessments for the year 2026 payable in 2027, are a lien, and are payable in two installments due on 5-10-2027 and 11-10-2027, but said tax amounts and assessments are not yet available.

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SCHEDULE B, PART II -- EXCEPTIONS (Continued)

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 Oil and Gas Lease executed by and between John R. Ford and Nancy J. Ford, Husband and Wife; Ford Sawmills Inc. and Michael R. Jordan,, dated June 16, 2000 and recorded December 27, 2000 in Oil and Gas Record 189, Page 879, in the Recorder's Office, of Knox County, Indiana.
19. A certain Oil and Gas Lease executed by and between John R. Ford and Nancy J. Ford, Husband and Wife; Ford Sawmills Inc. and Michael R. Jordan,, dated January 12, 2001 and recorded February 13, 2001 in Oil and Gas Record 189, Page 899, in the Recorder's Office, of Knox County, Indiana.
20. A certain Electric Underground Line Easement executed by and between Ford Sawmills, Inc. and PSI Energy, Inc., dated July 14, 1992 and recorded October 7, 1992 in Deed Book 243, Page 676, in the Recorder's Office, of Knox County, Indiana.
21. A certain Water Line Easement executed by and between Ford Sawmills, Inc. and the City of Vincennes, Indiana Water Department, dated May 8, 2003 and recorded April 27, 2007 in Deed Record 07-2708, in the Recorder's Office, of Knox County, Indiana.
22. A certain Water Line Easement executed by and between The John Ford Revocable Living Trust, dated the 3rd day of January, 2000, John Ford and Nancy Ford, Trustees and the City of Vincennes, Indiana Water Department, dated May 8, 2003 and recorded April 27, 2007 in Deed Record 07-2709, in the Recorder's Office, of Knox County, Indiana.
23. Subject to the Right of Way of Snapp Ditch, a regulated drainage ditch in Knox County, Indiana.
24. Subject to the Right of Way of Kelso Creek Ditch, a regulated drainage ditch in Knox County, Indiana.
25. Auction Tracts I-II-III are is subject to a Declaration of Restrictive Covenants for Conservation executed Ford Sawmills, Inc., dated December 14, 2022 and recorded January 30, 2023 as Document #2023R00366 in the Office of the Recorder of Knox County, Indiana
26. Auction Tract I is subject to a Right of Way for Ingress and Egress over a 40 foot wide strip of land parallel to and adjacent to the railroad right-of-way for a distance of 450 feet from the Southeast corner of a 8.75A tract conveyed by John Ford and Nancy Ford, as Trustees of the John Ford Revocable Trust dated the 3rd day of January, 2000 to Marvin A. McGregor as set out in Deed Document #2010R03063 in the Office of the Recorder of Knox County, Indiana.
27. Auction Tracts II and III are subject to an Overhead Utility Transmission Line Easement in favor of Public Service Company of Indiana as recorded on April 27, 1936 in Miscellaneous Record 32 page 442 in the Office of the Recorder of Knox County, Indiana.
28. Auction Tracts I and II are subject to a Right of Way granted by J. Bryan Riddle, etux, to the State of Indiana as recorded on June 28, 1961 as set out in Deed Record 154 page 104 in the Office of the Recorder of Knox County, Indiana

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SCHEDULE B, PART II -- EXCEPTIONS (Continued)

29. Auction Tracts I–II–III are subject to a Right of Way granted by Flora Riddle to the Chicago & Eastern Illinois Railroad Company, as recorded on October 3, 1950 as set out in Deed Record 125 page 290 in the Office of the Recorder of Knox County, Indiana.
30. Auction Tracts I & III are subject to the nature, extent, or lack of riparian rights or the riparian rights of riparian owners and the public in and to the use of the waters of the Wabash River.
31. Any adverse claim based upon the assertion that:
- (a) The land described in Schedule A or any part thereof is now or at any time has been below the ordinary low water mark of the Wabash River or
 - (b) Some portion of said land has been created by artificial means or has accreted to such portion created, or
 - (c) Some portion of said Land has been brought within the boundary thereof by an avulsive movement of the Wabash River or has been formed by accretion to any such portion.
32. Rights of the United States, State of Indiana and the public for commerce, navigation, recreation and fishery as to any portion of the land lying within or comprising the boundary of the river adjacent to the subject land or land created by fill or artificial accretion.
33. Permanent extinguishment of all rights and easements of ingress and egress to, from and across the limited access facilities known as U.S. Highway 50 traversing thru Auction Tracts I, II and III of the subject property.

34. Satisfy and release of record the following:

A certain Mortgage executed by Ford Sawmills, Inc. to The American National Bank of Vincennes for the principal amount of \$25,000.00, dated August 8, 1984 and recorded August 28, 1984 in Mortgage Book 293, Page 561, in the Recorder's Office, of Knox County, Indiana. Covers – 12.75A+2.5A+9.3A+5.95A in Upper Prairie Survey 20-3-10 & 1A in Upper Prairie Survey 21, 3-10

IN RE: FORD SAWMILLS, INC. & THE JOHN FORD REVOCABLE TRUST DATED THE 3RD DAY OF JANUARY, 2000, JOHN FORD AND NANCY FORD, TRUSTEES, THE CURRENT OWNER(S)

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

IN RE: TBD, THE PROPOSED PURCHASER(S)

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

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8478

OIL AND GAS LEASE
Producers 88 Sp. T. O. P. Rev.

18 046189
879

SC13

AGREEMENT, Made and entered into this SIXTEENTH day of JUNE, 192000
by and between John R. Ford and Nancy J. Ford, husband and wife; Ford Sawmills Inc.

party of the first part, hereinafter called lessor (whether one or more) and Michael R. Jordan

party of the second part, hereinafter called lessee.

WITNESSETH, That the lessor, for and in consideration of ten DOLLARS (\$ 10.00) cash 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 the exclusive right 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, with rights of way and easements for laying pipe lines, telephone and telegraph lines, tanks, power houses, pipelines, gasoline plants, ponds and roadways and fixtures for producing, treating and caring for such products and housing and boarding employees and any and all other rights and 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 structures 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 Township of Vincennes County of Knox State of IN described as follows, to-wit:

See "Exhibit A"

of Section 3N Township 10W Range 10W
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. For rental payment purposes said leased lands shall be deemed to contain ONE acres.

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 or continued as hereinafter provided, or operations are continued for the injection of water, brine and other fluids into subsurface strata. Provided, however, that for injection purposes this lease shall continue in full force and effect only as to well or wells so used and the ten acres contiguous thereto.

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 for 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, said lessee shall pay to the lessor the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

If no well be commenced on said land on or before one year from date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessors credit in the

Bank at Bank at, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for months from said date. In a like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assigned thereof, mailed or delivered on or before the rental paying date.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the first rental period for which rental has been paid this lease shall terminate as to both parties, unless the lessee on or before that date expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payments of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals 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 and 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 damages 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 like effect as if such well had been completed within the term of years herein first mentioned.

If the estate of either party hereto, be 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 rental or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment of a true copy thereof; and it is hereby agreed in the event this lease shall be assigned, as to a part or parts of the above described lands and the assignment or assignments 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 severalty or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among, and paid to, such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. Provided, however, if the leased premises consist of two or more non-adjacent tracts, this paragraph shall apply separately to each such non-adjacent 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.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

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, such pooling to be in a unit or units not exceeding 40 acres each, except that in cases where it may be necessary or convenient to conform a unit to survey subdivisions such unit may contain not to exceed 40 acres. 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, lessee shall receive on production from a unit so 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.

Lessee 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 from 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 the holder hereof, and lessor hereby agrees that any such payments made by the lessee for the lessor shall be deducted from any amounts of money which may become 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.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in some county with first named bank, due notice of the deposit of such rental to be mailed to the lessor at last known post office address.

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.

Lessee agrees to drill oil and gas wells only in the area bounded by
the Wabash River, the Chicago and Eastern Illinois Rail Road, Kelso
Creek and Snap Creek.

IN WITNESS WHEREOF WE SIGN, this 16th day of JUNE, 192000
Ford Sawmills Inc. (SEAL) John R. Ford (SEAL)

John R. Ford (SEAL)
John R. Ford, President

Nancy J. Ford (SEAL)
Nancy J. Ford

This instrument was prepared by M. R. Jordan

ACKNOWLEDGMENT

STATE OF INDIANA }
KNOX COUNTY, } SS.

I, Emily F. Ridgley, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that
John R. Ford and Nancy J. Ford

personally known to me to be the same persons whose name S. ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the Y. 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 SIXTEENTH day of JUNE, 192000
My commission expires AUGUST 29, 2001 Emily F. Ridgley Notary Public.

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY, } SS.

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 _____ 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 _____ }
County of _____ } SS.

FORM FOR SIGNING BY MARK

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

personally known to me to be the person whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed said instrument by _____ mark and sealed and delivered same as _____ free and voluntary act for the uses and purposes therein set forth, said instrument having been read to _____, _____ being a person unable to read or write.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 19_____
My commission expires _____ Notary Public.

Her His X Mark

FORM FOR CORPORATION

STATE OF INDIANA }
KNOX COUNTY, } SS.

I, Emily F. Ridgley, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that
John R. Ford of Ford Sawmills, Inc.

to me personally known as the president (or other officer) of Ford Sawmills, Inc. 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 Ford Sawmills, Inc.

(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 SIXTEENTH day of JUNE, 192000
My commission expires AUGUST 29, 2001 Emily F. Ridgley Notary Public.

U. C. 13

No. _____	OIL AND GAS LEASE	FROM	TO	Date _____, 19____	Section _____ Township _____ Range _____	No. Acres _____	County _____	STATE OF _____ 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.	By _____ Register of Deeds.	Deputy _____	When Recorded Return to _____	SMITH & BUTTERFIELD PHONE NO. 2-2261 EVANSVILLE 2, IND.

Exhibit "A"
to Oil and Gas Lease dated June 16, 2000
from John R. Ford, et ux, et al, as Lessors,
to Michael R. Jordan, as Lessee

Tract I

Acreage owned by John R. Ford and Nancy J. Ford, husband and wife, and described as follows:

Part of Upper Prairie Surveys Twenty-one (21), Twenty-two (22), Twenty-three (23) and Fifty (50) and fractional section Ten (10), all in Township Three (3) North, Range Ten (10) West, Knox County, Indiana, bounded and described as follows, to-wit: Beginning at a stone on the line between surveys 23, and 50, 81.33 chains (5367.78') North 32 degrees West from the west corner of Donation No. 1; thence North 32 degrees West 10.90 chains (719.40') to a stone; thence North 01 degree 30 minutes East 18.50 chains (1221.00') to a stake; thence North 19 degrees West 4.39 chains (289.74') to an ash 12" I.D. on the Southeast bank of the Wabash River; thence along said river as follows, South 31 degrees 15 minutes West 16.80 chains (1108.80'); thence South 32 degrees West 14.60 chains (963.60'); thence South 21 degrees West 7.00 chains (462.00'); thence South 23 degrees West 6.10 chains (402.60'); thence South 17 degrees West 5.60 chains (369.60'); thence South 16 degrees West 7.20 chains (475.20'); thence South 12 degrees 30 minutes West 7.10 chains (468.60'); thence South 06 degrees West 7.10 chains (468.60'); thence South 02 degrees 30 minutes West 6.90 chains (455.40') to a hackberry 18" I.D. on the River Bank, the corner; thence North 58 degrees East 42.51 chains (2805.66') on the line dividing locations 75 and 76 from section 10 and through Upper Prairie Surveys 21 and 22 and into 23; thence North 32 degrees West 8.25 chains (544.505'); thence North 58 degrees East 5.60 chains (369.60'); thence North 32 degrees West 7.29 chains (481.14'); thence North 58 degrees East 2.14 chains (141.24') to the place of beginning, containing 128.42 acres, more or less.

John Ford

12-27-00

EXCEPTING THEREFROM 6.17 acres in Upper Prairie Surveys 23 and 50 Township 3 North, Range 10 West, bounded and described as follows, to-wit: Beginning at a point in Upper Prairie Survey 23, 40.21 chains (2653.86') North 58 degrees East from the West corner of Location 76 and fraction section 10 on the River Bank, thence North 23 degrees West 19 chains (1254.00'); thence with a curve to the right with a radius of 2295 feet for a distance of 32 chains (2112.00'), making a total distance of 51 chains (3366.00') in length by a width of 1.21 chains (79.86'), the same being the right-of-way of Chicago and Eastern Illinois R.R. Co. as now occupied by them and leaving in said tract 122.25 acres, more or less, exclusive of said right-of-way.

Tract II

Acreage owned by Ford Sawmills, Inc., and described as follows:

All of Upper Prairie Surveys Seventy-five (75) and Seventy-six (76) and all of the Ford Sawmills acreage in Surveys Twenty (20), Twenty-one (21) and Twenty-two (22), and fractional section Ten (10), all in Township Three (3) North, Range Ten (10) West, Knox County, Indiana, bounded as follows:

On the North by Tract I above (John R. Ford, et ux acreage)
 On the East by Eastern Illinois Railroad
 On the South by Kelso Creek and Snap Creek
 On the West by the Wabash River

and containing 220.0 acres, more or less.

John Ford 12-27-00

RECORDED *Dec 27 2000* *AP 2:55 M* Exhibit "A" - Page 2
Lib. 36 BOOK *189* PAGE *879* FEE \$ *15.00*
Ysa Clark / Bemock
 R.K.C.

OIL AND GAS LEASE Producers 88 SP. T.O.P. Rev.

THIS AGREEMENT made and entered into this

by and between John R. Ford and Nancy J. Ford, husband and wife; Ford Sawmills, Inc.party of the first part, hereinafter called lessor (whether one or more) and Michael R. Jordan

party of the second part, hereinafter called lessee.

WITNESSETH, That the lessor, for and in consideration of Ten Dollars is 10.00 cash 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, leave, and let exclusively unto the said lessee, its successors and assigns, the land hereinafter described, with the exclusive right 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, with rights of way and easements for laying pipe lines, telephone and telegraph lines, tanks, power houses, stations, gasoline plants, ponds and roadways and fixtures for producing, treating, and storing for such products and any and all other rights and 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 structures for the production, sale and taking there of said products, and the injecting of water, brine and other fluids into subsurface strata. The land leased hereby is all that certain tract of land situated in the County of Knox, State of Indiana and bounded as follows, to-wit:

On the North by lands of See Exhibit "A"On the East by lands of See Exhibit "A"On the South by lands of See Exhibit "A"On the West by lands of See Exhibit "A"Containing 342.25 acres, more or less, ~~more or less, as shown on the attached plat~~~~XXXXXX~~~~XXXXXXXXXX~~

County Clerk's Office

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. For rental payment purposes said leased lands shall be deemed to be included herein.

It is agreed that this lease shall remain in force for a term of one (1) years 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 continued for the injection of water, brine and other fluids into subsurface strata.

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 the leased premises, or at the lessee's option, may pay to the lessor for such one eighth royalty, the market price for 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 inside lights in the principal dwelling house on said land during the same time by making his own connections with the well 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 no well be commenced on said land on or before one (1) year from date hereof, this lease shall terminate as to both parties, unless the lessee, on or before that date shall pay to or tender to the lessor's credit in the

bank at _____, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of

_____ Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In a like manner and upon like payments or tenders the commencement of a well may be deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered to the lessor before the rental paying date.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within three months from the expiration of the last rental period for which rental has been paid this lease shall terminate, as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as has heretofore been provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force for as long thereafter as there shall be no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate herein, then the royalties and rentals herein provided shall be paid the lessor only in proportion to 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 like 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 rental or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment of a true copy thereof; and it is hereby agreed in the event this lease shall be assigned, as to a 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 lease premises are now, or shall hereafter be, owned in severalty or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among, and paid to such separate owners in the proportion that the acreage owned by each 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 pooled with other lands for the purpose of operating the pooled tract as one lease this paragraph shall be inoperative as to such portion so pooled.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate in writing in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessee, or any unit operator designated by it, alone or jointly with neighboring Lessees or operators, may at any time or times unitize all or any part of said land and lease, or any stratum or strata, with other lands and leases in the same pool or field so as to constitute a unit or units, whenever in Lessee's judgment, such unitization is necessary or desirable to prevent waste or to promote and encourage the conservation of oil and gas by any cooperative or unit plan of development or operation, or by a cycling, pressure maintenance, repressuring, secondary or tertiary recovery program. Any such unit so formed shall comply with the local, State or Federal Laws and with the orders, rules and regulations of any State or Federal regulatory agency having jurisdiction. The size of any such unit may from time to time be increased by including acreage reasonably believed to be productive, and decreased by excluding acreage reasonably believed to be unproductive, but any such change resulting in an increase or decrease of Lessee's royalty shall not be retroactive. Any such unit may be established, enlarged or diminished, and in the absence of production from the unit area, may be abolished and dissolved by Lessee's filing of record an instrument so declaring. The entire acreage so unitized shall be treated for all purposes, except the payment of royalties on production from the unit, as if it were included in this lease. If production is found on the unit, it shall be treated as if production was had from this lease whether or not the well or wells located on the premises covered by this lease. In lieu of the royalties elsewhere herein specified, Lessee shall receive on production from such a unit only such portion of the royalties stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so unitized in the particular unit involved; provided, Lessee may as its option, unitize or consolidate tracts or portions thereof upon the basis of participation factors, prepared by a licensed petroleum engineer, and such factors need not use acreage as an element of the participation formula, but any formula so employed shall be consistently applied as to any creation, enlargement or reduction of such unit. Lessee, or any unit operator designated by Lessee, may file on behalf of Lessee or any non-working interest owner a plan with the appropriate governmental agency for the unitized operation of the leased premises in conformity with and pursuant to any fieldwide unitization or other pooling statutes, laws or regulations, and for this purpose, Lessee, its successors and assigns shall be deemed the agent and attorney in fact for Lessee, its heirs, successors and assigns. Lessee shall be under no obligation whatsoever, express or implied, to drill more than one well on each such unitized tract regardless of when, where or by whom off set wells may be drilled.

In the event gas is discovered on the leased premises, it is agreed that during any period when, after the discovery of gas on the leased premises, gas is not being sold on account of lack of market, and if there is no apparent production or operation on said lands sufficient to keep this agreement in full force and effect, the LESSEE may pay as royalty Fifty Dollars (\$50.00) per year for each shut-in gas well, and such payment will be considered as if gas is actually being produced within the terms and conditions of this oil and gas lease. Such payment shall be made annually in advance, within ninety (90) days following the completion of the well or the cessation of a market for gas. Such payment shall be paid or tendered to the LESSOR or to the depository bank to be specified by the LESSOR. No rental shall accrue as to the leased premises during any period covered by a shut-in gas payment as herein provided. The shut-in gas payments herein provided for shall be considered advance royalties, and production from the leased premises during any annual period for which shut-in gas rental or royalty has been paid may be credited against such advance payment.

Lessee 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 the holder hereof and lessor hereby agrees that any such payments made by the lessor for the lessor shall be deducted from any amounts of money which may become 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 rights of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rentals in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to the lessor at last known post office address.

It is agreed that the lessee shall have the right to vote gas and recover same in any stratum underlying the premises. Old wells may be reopened and new wells drilled for said storage purposes. As full consideration for these rights lessee shall pay to lessor an annual rental of One Hundred Dollars (\$100.00) per well per year commencing with the date storage operations start and continuing for as long thereafter as said storage operations are utilized.

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 be 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, and no default or forfeiture shall be imposed on lessee until the same shall have been judicially declared and lessee shall have had a reasonable opportunity to correct the same.

*To the extent that it may legally do so, Lessee, or any operator designated by it, may file on behalf of Lessee any and all reports, certificates or other filings required by any governmental agency, but Lessee shall not be held responsible for an erroneous filing where Lessee was acting in good faith or upon advice of counsel.

Lessee agrees to drill oil and gas wells only in the area bounded by the Wabash River, the Chicago and Eastern Illinois Rail Road, Kelso Creek and Snap Creek

IN WITNESS WHEREOF WE SIGN, this the

Ford Sawmills, Inc.

(SEAL)

day of January

xx 2001

John R. Ford

(SEAL)

Nancy J. Ford

(SEAL)

By: John R. Ford, President

(SEAL)

Nancy J. Ford

(SEAL)

This instrument was prepared by:

Michael R. Jordan

whose address is:

1905 McDowell Road, Vincennes, IN47591

STATE OF INDIANA SS.
COUNTY OF KNOX

900
ACKNOWLEDGEMENT FOR INDIVIDUAL

I, Emily F. Ridgley, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that
John R. Ford and Nancy J. Ford

personally known to me to be the same person S whose name S 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 and dower.

Given under my hand and Seal, this 12th day of January, 2001
My commission expires August 29, 2001 Emily F. Ridgley
Notary Public.

STATE OF _____ SS.
COUNTY OF _____

ACKNOWLEDGEMENT FOR INDIVIDUAL

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 OF _____

FORM FOR SIGNING BY MARK

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

personally known to me to be the person _____ whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed said instrument by h mark and sealed and delivered same as h free and voluntary act for the uses and purposes therein set forth, said instrument having been read to h, h being a person unable to read or write.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 19____.
My commission expires _____
Notary Public.

County, Kentucky

Her His X Mark

STATE OF INDIANA SS.
COUNTY OF KNOX

ACKNOWLEDGEMENT FORM FOR CORPORATION

I, Emily F. Ridgley, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that
John R. Ford of Ford Sawmills, Inc.

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 Ford Sawmills, Inc.

(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 12th day of January, 2001
My commission expires August 29, 2001 Emily F. Ridgley
Notary Public.

No. _____	OIL AND GAS LEASE	FROM	TO	Date _____ 19____	Term _____ Acres	County, Kentucky	STATE OF _____	SS. _____	This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly record in book _____ Page _____ of the records of this office.	County Court Clerk.	By _____ Deputy.	When Recorded Return to _____
							COUNTY OF _____					

Exhibit "A" *February 12*
to Oil and Gas Lease dated ~~January~~ *February*, 2001
from John R. Ford, et ux, et al, as Lessors,
to Michael R. Jordan, as Lessee

Tract I

Acreage owned by John R. Ford and Nancy J. Ford, husband and wife, and described as follows:

Part of Upper Prairie Surveys Twenty-one (21), Twenty-two (22), Twenty-three (23) and Fifty (50) and fractional section Ten (10), all in Township Three (3) North, Range Ten (10) West, Knox County, Indiana, bounded and described as follows, to-wit: Beginning at a stone on the line between surveys 23, and 50, 81.33 chains (5367.78') North 32 degrees West from the west corner of Donation No. 1; thence North 32 degrees West 10.90 chains (719.40') to a stone; thence North 01 degree 30 minutes East 18.50 chains (1221.00') to a stake; thence North 19 degrees West 4.39 chains (289.74') to an ash 12" I.D. on the Southeast bank of the Wabash River; thence along said river as follows, South 31 degrees 15 minutes West 15.80 chains (1108.80'); thence South 32 degrees West 14.60 chains (963.60'); thence South 21 degrees West 7.00 chains (462.00'); thence South 23 degrees West 6.10 chains (402.60'); thence South 17 degrees West 5.60 chains (369.60'); thence South 16 degrees West 7.20 chains (475.20'); thence South 12 degrees 30 minutes West 7.10 chains (468.60'); thence South 06 degrees West 7.10 chains (468.60'); thence South 02 degrees 30 minutes West 6.90 chains (455.40') to a hackberry 18" I.D. on the River Bank, the corner; thence North 58 degrees East 42.51 chains (2805.66') on the line dividing locations 75 and 76 from section 10 and through Upper Prairie Surveys 21 and 22 and into 23; thence North 32 degrees West 8.25 chains (544.505'); thence North 58 degrees East 5.60 chains (369.60'); thence North 32 degrees West 7.29 chains (481.14'); thence North 58 degrees East 2.14 chains (141.24') to the place of beginning, containing 128.42 acres, more or less.

EXCEPTING THEREFROM 6.17 acres in Upper Prairie Surveys 23 and 50 Township 3 North, Range 10 West, bounded and described as follows, to-wit: Beginning at a point in Upper Prairie Survey 23, 40.21 chains (2653.86') North 58 degrees East; from the West corner of Location 76 and fraction section 10 on the River Bank, thence North 23 degrees West 19 chains (1254.00'); thence with a curve to the right with a radius of 2295 feet for a distance of 32 chains (2112.00'), making a total distance of 51 chains (3366.00') in length by a width of 1.21 chains (79.86'), the same being the right-of-way of Chicago and Eastern Illinois R.R. Co. as now occupied by them and leaving in said tract 122.25 acres, more or less, exclusive of said right-of-way.

Tract II

Acreage owned by Ford Sawmills, Inc., and described as follows:

All of Upper Prairie Surveys Seventy-five (75) and Seventy-six (76) and all of the Ford Sawmills acreage in Surveys Twenty (20), Twenty-one (21) and Twenty-two (22), and fractional section Ten (10), all in Township Three (3) North, Range Ten (10) West, Knox County, Indiana, bounded as follows:

On the North by Tract I above (John R. Ford, et ux acreage)
 On the East by Eastern Illinois Railroad
 On the South by Kelso Creek and Snap Creek
 On the West by the Wabash River

and containing 220.0 acres, more or less.

RECORDED Feb 13 2001 AT 8:00 A
Oil & Gas BOOK 189 PAGE 899 FEE \$ 15.00
John Clark / Remock
 R.K.C.

Distribution

Vincennes

Township

ELECTRIC UNDERGROUND LINE EASEMENT

25576

IN CONSIDERATION of the sum of one Dollars (\$ 1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned hereby grant unto **PSI ENERGY INC**, an Indiana corporation, and its successors and assigns, Grantee, the perpetual easement and right to enter upon and to lay, install, repair, inspect, maintain, reconstruct or remove an electric underground cable line, together with all necessary and convenient appurtenances attached thereto, and to operate thereof a system for the transmission of electricity in, upon, along, over and under the following described real estate situated in the County of Knox, and State of Indiana, to-wit:

A strip of land sixteen (16) feet in width, lying eight (8) feet wide on both sides of the center line of the electric cables as placed or as hereafter placed in or upon said real estate, approximately coincident with a route described as follows:

Being that route indicated by approximate dimensions, relative to landmarks and property lines shown on Drawing #A-0000 marked EXHIBIT "A", attached hereto and becoming a part hereof. Said EXHIBIT "A" shows certain existing or proposed buildings and other structures and thereby establishes such as landmarks for the purpose of this easement and shows the boundaries of the parcel of real estate owned by the undersigned, being a part of survey twenty (20), Township three (3) North, Range ten (10) West, as recorded in Deed Record 188, Page 241, in the Office of the Recorder of Knox County, Indiana.

REVIEWED BY LEGAL DEPARTMENT

The Grantor reserves the use of said land not inconsistent with this grant.

The Grantee is hereby granted the right and privilege at any time to clear the right-of-way, above described, of timber and brush or to remove any other obstructions which, in the judgment of the Grantee, should be removed in order to prevent interference with the Grantee's aforesaid right to use said right-of-way.

Any damages to the surface of the right-of-way or to crops, fences, gates, drains, ditches or lines of the Grantor, caused by the Grantee in the installation, repair, maintenance, reconstruction or removal of said cable lines and appurtenances, shall be promptly repaired, replaced or paid for by the Grantee, provided a claim therefor is presented to the Grantee at its office at 1000 East Main Street, Plainfield, Indiana 46168, or with Grantee's representative, within thirty (30) days after such damages occur.

IN WITNESS WHEREOF, the said Ford Sawmills, Inc. has caused this instrument to be executed in its corporate name by its President and Vice President, and its corporate seal to be hereto affixed and attested, this 14th day of July, 1992.

ATTEST: John Ford President Nancy J. Ford Vice President
Secretary

STATE OF Indiana
COUNTY OF Knox } ss:

BEFORE me, a Notary Public in and for said County and State, this 14th day of July, 1992, personally appeared John Ford and Nancy J. Ford, known to me and known to me to be the President and the Vice President Secretary of Ford Sawmills, Inc., a corporation, and they acknowledged that they executed the foregoing instrument in the name and for and on behalf of said Ford Sawmills, Inc., pursuant to authority vested in them, as their free and voluntary act and deed and the free act and deed of said Ford Sawmills, Inc., for the uses and purposes of said instrument as therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the day, month and year aforesaid.

County Residence: Knox

EMILY F. RIDGLEY
NOTARY PUBLIC STATE OF INDIANA
KNOX COUNTY

NOTARY PUBLIC Emily F. Ridgley

My Commission Expires: NOV. COMMISSION EXP. AUG. 29, 1993

This instrument was prepared by John B. Scheldler, Attorney

U.O. 25046 PAID \$1.00
PETTY CASH #112301 AREA 782

9.00

T.E.D.

20

577

25576

THE BOUNDARIES OF PARCEL 2
INCLUDES THE REAL ESTATE DESCRIBED
IN THE FOLLOWING RECORDS OF THE
OFFICE OF THE RECORDER, KNOX
COUNTY, INDIANA: DEED RECORD 188,
PAGE 241.

PARCEL 2

PART OF UPPER PRAIRIE SURVEY
20 & 21, TWP. 3N, RANGE 10W.
KNOX COUNTY, INDIANA
OWNER: FORD SAWMILLS INC.

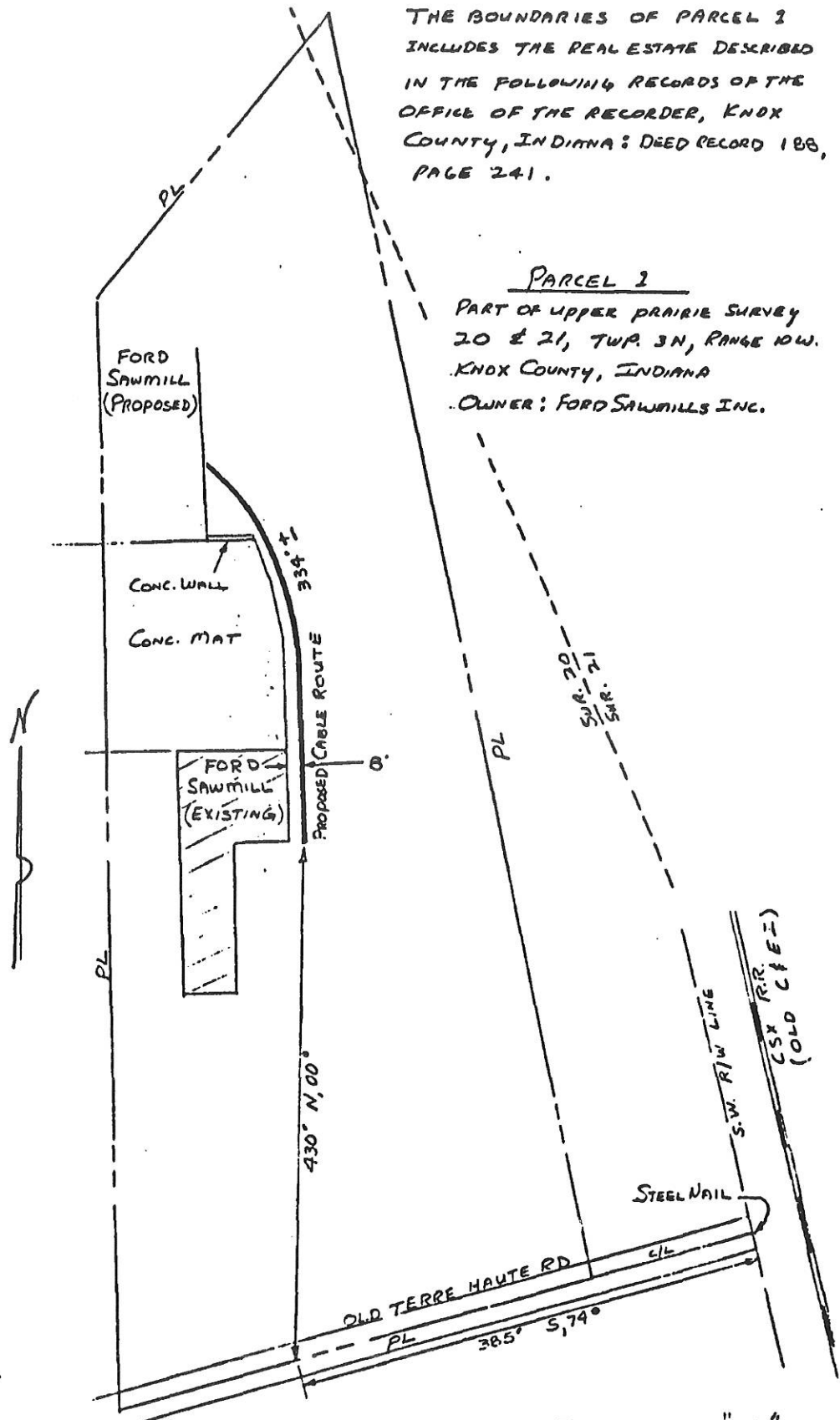


EXHIBIT "A"

RECORDED
BOOK 345 PAGE 1076 FEE \$ 10.00
Oct 7 1992 AT 12:00 N
Bridges & Shale
R.K.C.

 PUBLIC SERVICE INDIANA	DR. G. DEHLS	INDEX EASEMENT
	CK.	DETAIL PROPOSED CABLE ROUTE FOR SERVICE TO FORD SAWMILLS INC. VINCENNES, INDIANA
	APP.	
	DATE 6/28/92	SCALE 1" = 100' (REDUCED 25%)
	REV.	A-0000

07-
APR 27 2007 * 2708

2

WATER LINE EASEMENT

21

IN CONSIDERATION OF Ten Dollars (\$10.00) and other good and valuable consideration paid to **FORD SAWMILLS, INC.** (hereinafter referred to as the ("Grantor")), by the **CITY OF VINCENNES, INDIANA WATER DEPARTMENT** (hereinafter referred to as ("Grantee")), the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto Grantee, its successors, and assigns, a perpetual water line easement with the right to construct, install, and thereafter use, operate, inspect, repair, maintain, replace, relocate and remove a water line and all related appurtenances over, across, and through the lands of the Grantor, said easement being described as follows:

A utility easement on the land of the Grantor, which is situated in Part of Survey No. 20, Township 3 North, Range 10 West, Vincennes Township, Knox County, Indiana, more particularly described as follows:

A 16 foot wide strip, 8 feet on each side of the water line as installed, providing it is install within 100 feet of the centerline of Old Terre Haute Road.

Also, a temporary easement for the purpose of construction, being 10 feet on each side of the above strip.

Grantor obtained title to said real estate by virtue of a deed recorded in Deed File 176, Card 567, in the Office of the Recorder of Knox County, Indiana. ✓

The parties acknowledge that in the construction of the water line, Grantee or its agents may of necessity be required to go beyond the strict confines of the easement itself and, if so, Grantee will reimburse Grantor for any damage which such action causes to Grantor. Thereafter, Grantee and its agents shall remain within confines of the easement as set out above.

The consideration recited herein is full payment for the easement which shall not include any subsequent damages incurred by Grantor regarding installation, maintenance, replacement, relocation, or removal of the water line.

Any installation, maintenance, repair, or replacement of facilities within the easement shall be performed as expeditiously as to minimize interference with Grantor's property. Subsequent to any entry on the easement by the Grantee or its representative,

Grantee shall restore the easement property to at least as good a condition and appearance as existed prior to such entry.

The Grantor reserves after the completion of said installation, the full use of the land which is not inconsistent with the existence and maintenance of said water line, but does agree to notify the Grantee of any proposed change in elevation or grade within the area of said easement.

As additional consideration to the Grantor, Grantee agrees to install a line, at no cost to the Grantor, across Terre Haute Road for the purpose of supplying water for fire protection service to Ford Sawmills, Inc. on the north side of Terre Haute Road. Also a metered service will be installed on the south side of Terre Haute Road and connected into an existing water line currently serving Ford Sawmills, Inc. with potable water service.

The grants and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has hereunto executed this Water Line Easement this 8th day of MAY 2003.

FORD SAWMILLS, INC.

By:

John Ford
President

ATTEST:

Emily Ridgley
Secretary

STATE OF INDIANA)
) SS:
COUNTY OF KNOX)

Before me, the undersigned Notary Public, in and for said County and State, this 8th day of 2003 2003, personally appeared JOHN FORD and Emily R. Raley, the President and Secretary, respectively, of **Ford Sawmills, Inc.**, who acknowledged the execution of the foregoing Water Line Easement as his/her voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and Notarial Seal.

Signature

Linda West

Printed

Linda West

Notary Public residing in
Knox County, Indiana

My Commission Expires:

April 6, 2008

This instrument was prepared by Gregory W. Sturm, Attorney at Law,
312 Main Street, Vincennes, Indiana 47591

"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: Linda West

RECORDED

4-27 20 07 AT 2:30 PM
DOC 07-2708 DEED BOOK FEE \$ 16.00

Joe Clark / Brock
R.K.C.

APR. 27. 2007* 2709

3

22

WATER LINE EASEMENT

IN CONSIDERATION of Ten Dollars (\$10.00) and other good and valuable consideration paid to the **JOHN FORD REVOCABLE LIVING TRUST** dated the 3rd day of January, 2000, John Ford and Nancy Ford, Trustees, (hereinafter referred to as the "Grantor"), by the **CITY OF VINCENNES, INDIANA WATER DEPARTMENT** (hereinafter Referred to as "Grantee"), the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto Grantee, its successors, and assigns, a perpetual water line easement with the right to construct, install, and thereafter use, operate, inspect, repair, maintain, replace, relocate and remove a water line and all related appurtenances over, across, and through the lands of the Grantor, said easement being described as follows:

A utility easement on the land of the Grantor, which is situated in Part of Upper Prairie Surveys 21 and 22, Township 3 North, Range 10 West, Vincennes Township, Knox County, Indiana, more particularly described as follows:

A 16 foot wide strip, 8 feet on each side of the water line as installed, providing it is installed within 65 feet of the centerline of Old Terre Haute Road.

Also, a temporary easement for the purpose of construction, being 10 feet on each side of the above strip.

Grantor obtained title to said real estate by virtue of a deed recorded in Deed File 277, Card 575, in the Office of the Recorder of Knox County, Indiana. ✓

The parties acknowledge that in the construction of the Water Line, Grantee or its agents may of necessity be required to go beyond the strict confines of the easement itself and, if so, causes to Grantor. Thereafter, Grantee and its agents shall remain within the confines of the easement as set out above.

The consideration recited herein is full payment for the easement which shall not include any subsequent damages incurred by Grantor regarding installation, operation, maintenance, replacement, relocation, or removal of the water line.

Any installation, maintenance, repair, or replacement of facilities within the easement shall be performed as

expeditiously as possible in accordance with good construction practice and so as to minimize interference with Grantor's property. Subsequent to any entry on the easement by the Grantee or its representative, Grantee shall restore the easement property to at least as good a condition and appearance As existed prior to such entry.

The Grantor reserves after the completion of said installation, the full use of the land which is not inconsistent with the existence and maintenance of said water line, but does agree to notify the Grantee of any proposed change in elevation or grade within the area of said easement.

The grants and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has hereunto executed this Water Line Easement this 8th day of MAY, 2003.

JOHN FORD REVOCABLE LIVING TRUST
Dated January 3, 2000

By:

John Ford
John Ford, Trustee

Nancy Ford
Nancy Ford, Trustee

STATE OF INDIANA)
) SS:
COUNTY FO KNOX)

Before me, the undersigned Notary Public, in and for said County and State, this 8th day of MAY, 2003, personally appeared **John Ford and Nancy Ford, Trustees of** execution of the foregoing Water Line Easement as his/her voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and Notarial Seal.

Signature

Emily F. Ridgley

Printed

Emily F. Ridgley

Notary Public residing in Knox County, Indiana

My Commission Expires:

August 29, 2009

This instrument was prepared by Gregory W. Sturm, Attorney at Law, 312 Main Street, Vincennes, Indiana 47591

"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: Linda West

RECORDED

4-27-07 2:30

DOC#

07-279

BOOK FEE \$

16.00

John Clark / Brock
R.K.C.



DocID:8028656
Tx:4019283

25

2023R00366

KELLEY K. HOPWOOD
KNOX COUNTY RECORDER
VINCENNES, IN
RECORDED ON:
01/30/2023 10:37:56 AM
REC FEE: 0.00
PAGES: 13

DECLARATION OF RESTRICTIVE COVENANTS FOR CONSERVATION

THIS DECLARATION OF RESTRICTIVE COVENANTS FOR CONSERVATION

is made this 14 day of December 2022, by Ford Sawmills, Inc., 2019 Old Terre Haute Road, Vincennes, Indiana 47519 ("Declarant").

RECITALS

WHEREAS, Declarant is the sole owner in fee simple of certain real property located in Knox County, Indiana, as described in Deed Book 231, Page 921, in the Office of the Knox County Clerk, and as more particularly described in legal description attached hereto as Exhibit A and shown on the site plan attached hereto as Exhibit B, both of which are incorporated herein by reference ("Property");

WHEREAS, the discharge of dredged and/or fill material into jurisdictional waters of the United States, including wetlands and streams, pursuant to Sections 404 of the Clean Water Act, requires compensatory mitigation; and

WHEREAS, as compensatory mitigation under Federal law for and in consideration of the Indiana Department of Environmental Management ("IDEM") Permit No. IDEM 2015-334-42-DDC-V and Department of the Army Permit No. LRL-2018-353-sam ("Permit") issued by the U.S. Army Corps of Engineers, Louisville District ("Corps") pursuant to Section 404 of the Clean Water Act (33 U.S.C. §1344) and/or Section 10 of the Rivers and Harbors Act (33 U.S.C. §403), and in recognition of the continuing benefit to the permitted property, and for the protection of waters of the United States and scenic, resource, environmental, and other conservation values, Declarant has agreed to preserve a complex of forested wetlands, wetlands, floodplain forest, and a buffer area and place certain restrictive covenants on the portion of the Property depicted on Exhibit B ("Mitigation Property"), in order that the Mitigation Property shall remain substantially in its natural condition forever, and to grant a right of access and entry to the Property;

NOW THEREFORE, in consideration of the benefits to be derived by the Declarant and each and every subsequent owner and occupant of the Mitigation Property, and as required mitigation for the discharge of dredged and/or fill material into waters of the United States, as authorized by the Permit and Certification, Declarant hereby makes this Declaration on the terms and conditions stated below.

1. **Purpose.** The purpose of this Declaration of Restrictive Covenants is to restrict the current and future use of the Mitigation Property in perpetuity in order to protect aquatic resource functions and values, scenic, resource, environmental, and other conservation values, and conservation functions and ecological services; to establish the Mitigation Property as open, common, and

13N/C

Dahl Legal Group, Inc. Vincennes

undeveloped conservation area; and to preserve the natural condition of the Mitigation Property in perpetuity.

2. **Covenant Running with the Land.** Declarant hereby declares that the Property shall be bound by, held, transferred, sold, conveyed, leased, improved, hypothecated, occupied or otherwise disposed of and used subject to the rights of access and entry provision and property transfer provision of the following restrictive covenants, which shall be perpetual and run with the land and be binding on all the Declarant's heirs, executors, administrators, successors, assigns, lessees, or other persons, firms, associations, corporations or governmental entities having or hereafter acquiring any right, title, or interest in said Property or any part thereof; and that the Mitigation Property shall be held, transferred, sold, conveyed, leased, improved, hypothecated, occupied or otherwise disposed of and used subject to the following restrictive covenants, which shall run with the land and be binding on all the Declarant's heirs, executors, administrators, successors, assigns (which are included in the term "Declarant" below), lessees, or other occupiers and users. The terms and conditions of the following restrictive covenants shall be both explicitly and implicitly included in any subsequent transfer, conveyance, or encumbrance affecting all or part of the Property. Any such transfer, conveyance or encumbrance shall set forth the terms and conditions of this document by reference to this document and its recorded location in accordance with paragraph 9 of this Declaration.

2. **Definitions.**

2.1 Natural Condition. The term "natural condition" shall mean the condition of the Mitigation Property at the time of the declaration and as restored, created, enhanced, and preserved pursuant to the Mitigation Plan. The natural condition shall be evidenced in part by the site plan which shows all relevant property lines, all existing man-made improvements and features, and major distinct natural features such as waters of the United States and is attached hereto as Exhibit B. The natural condition of the Mitigation Property may also be evidenced by a current aerial photograph of the Mitigation Property at an appropriate scale taken as close as possible to the date the declaration is made.

2.2 Mitigation Plan. The term "Mitigation Plan" shall mean the plan approved by the Permit and Certification.

3. **Restrictions/Prohibitions.** Any activity on, or use of, the Mitigation Property, which is or may become inconsistent with the purposes of this Declaration is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited except as provided for in the Declarant's Reserved Rights:

3.1 General/Topography. There shall be no filling, flooding, cultivating, excavating, earthmoving, grading, mining or drilling; no removal of natural materials; no dumping of materials; and no alteration of topography in any manner.

3.2 Waters and Wetlands. There shall be no draining, ditching, diking, dredging, channelizing, damming, pumping, or impounding; no changing the grade or elevation, impairing or diverting the flow or circulation of waters, or reducing the reach of waters; and no other

discharge or activity requiring a permit under applicable clean water or water pollution control laws and regulations, as amended.

3.3 Trees/Vegetation. There shall be no clearing, burning, cutting, mowing or destroying of trees or vegetation.

3.4 Non-Native/Exotic Species. There shall be no introduction of non-native or exotic species to the Mitigation Property.

3.5 Uses. There shall be no agricultural, commercial, or industrial activity undertaken or allowed on the Mitigation Property, including but not limited to grazing and mining. There shall be no horseback riding, whether on or off an established trail.

3.6 Structures. There shall be no construction, erection, or placement of buildings, billboards, signs, or any other temporary or permanent structure, nor any additions to existing structures.

3.7 Roads. There shall be no construction or building of new roads, trails, or other rights of way without the prior written approval by the Corps.

3.8 Off Road Vehicles. There shall be no use of off-road vehicles, 4-wheel drive vehicles, all terrain vehicles, snowmobiles, or other types of motorized recreational vehicles except on existing roads and except as necessary to manage the Mitigation Property.

3.9 Utilities. There shall be no construction or placement of utilities or related facilities without the prior written approval of the Corps.

3.10 Waste. There shall be no placement of refuse, wastes, sewage, dredged spoil, solid waste, incinerator residue, garbage, sewage sludge, munitions, chemical waste, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, or industrial, municipal, or agricultural waste on the Mitigation Property.

3.11 Pest Control. There shall be no application of pesticides or biological controls, including but not limited to insecticides, fungicides, rodenticides and herbicides, without prior written approval from the Corps.

4. Reserved Rights. Notwithstanding the foregoing Restrictions, the Declarant reserves for itself, its heirs, executors, administrators, successors and assigns the right to use the Mitigation Property for all purposes not inconsistent with the purposes of these restrictive covenants. Further, the Declarant expressly reserves for itself, its heirs, executors, administrators, successors, and assigns the following rights, which may be exercised upon providing 30 days prior written notice to the Corps, except where expressly provided otherwise:

4.1 Wildlife and Forestry Management. Declarant reserves the right to naturally manage the Mitigation Property to preserve and improve the existing forest and wildlife resources. Declarant reserves the right to remove or trim vegetation hazardous to persons or property, and

harvest and manage timber downed or damaged due to natural forces, such as fire, storms, insects, or infectious organisms, to the extent necessary to protect the environment. Such management activities shall be carried out only after approval by the Corps and in accordance with Best Management Practices as set out by the U.S. Forest Service.

4.2 Landscape Management. Declarant reserves the right to undertake landscaping necessary to prevent severe erosion or damage to the Mitigation Property or portions thereof, or significant detriment to existing or permitted uses, to the extent such landscaping is consistent with preserving the natural condition of the Mitigation Property.

4.3 Recreation. Declarant reserves the right to engage in outdoor, non-commercial recreational activities, including hunting, fishing, and similar recreational or educational activities, consistent with cumulatively very small impacts and with the continuing natural condition of the Mitigation Property, but excluding planting and burning. No prior written notice to the Corps is required.

4.4 Road Maintenance. Declarant reserves the right to maintain existing roads, trails, or other rights of way. Maintenance shall be limited to: removal or pruning of dead or hazardous vegetation; application of permeable materials (e.g., sand, gravel) necessary to correct or impede erosion; grading; replacement of culverts, water control structures, or bridges; and maintenance of roadside ditches.

4.5 Signs. Declarant reserves the right to erect signs on the Mitigation Property to mark the Mitigation Property as a protected area and to convey information on restricted use of the Mitigation Property, including no trespassing signs, no mowing signs, temporary signs indicating the Mitigation Property is for sale, signs identifying the trees, vegetation, wetlands or conservation ecological services of the Mitigation Property, and signs identifying the owner.

4.6 Mitigation Measures. Declarant reserves the right to undertake restoration and mitigation measures required under the Mitigation Plan or otherwise required under law.

5. Rights of Access and Entry. The Declarant grants the Corps and its authorized agents an irrevocable and assignable right to enter in, on, over and across the Mitigation Property to inspect and monitor the Mitigation Property; to implement the Mitigation Plan or take corrective measures under the Mitigation Plan; to take any actions necessary to maintain or restore the natural condition of the Mitigation Property; or to take any actions necessary to verify compliance with these restrictive covenants. The Declarant also grants the Corps and its authorized agents an irrevocable and assignable right to enter and exit over and across the Property as necessary to access the Mitigation Property for the purposes listed above. No rights of access or entry to or use of any portion of the Mitigation Property or Property is granted or conveyed to members of the general public by these restrictive covenants.

6. Enforcement. The Declarant grants the Corps, as third party beneficiary hereof, a discretionary right to enforce these restrictive covenants in a judicial action against any person or other entity violating or attempting to violate these restrictive covenants; provided, however, that no violation of these restrictive covenants shall result in forfeiture or reversion of title. In any

enforcement action for violations of this Declaration, an enforcing agency shall be entitled to complete restoration of the Mitigation Property for any violation, as well as any other remedy available under law or equity, such as injunctive relief and administrative, civil or criminal penalties. No omission or delay in acting by the Corps shall bar subsequent enforcement rights or constitute a waiver of any enforcement right. These enforcement rights are in addition to, and shall not limit, enforcement rights available under other provisions of law or equity, or under any applicable permit or certification. Nothing herein shall limit the right of the Corps to modify, suspend, or revoke the Permit. Nothing herein shall be construed to authorize the Corps to institute proceedings against the Declarant for changes to the Mitigation Property due to acts of God, natural disasters, or unauthorized acts of third parties outside the control of the Declarant, so long as the compensatory mitigation is completed and determined by the Corps to be successful in accordance with the Mitigation Plan.

7. Notice to Government.

- 7.1 Any permit application, or request for certification or modification, which may affect the Mitigation Property, made to any government entity with authority over wetlands or other waters of the United States, shall expressly reference and include a copy (with the recording stamp) of these restrictive covenants.
- 7.2 The Declarant shall provide the Corps with written notice of any legal action affecting this Declaration, including but not limited to foreclosure proceedings, tax sales, bankruptcy proceedings, zoning changes, adverse possession, abandonment, condemnation proceedings, and the exercise of the power of eminent domain. For any action that might result in this Declaration being voided or modified, such notice shall be provided at least 60 days before such action would be taken.

8. Property Transfers. The Declarant shall include the following notice on all deeds, mortgages, plats, or any other legal instrument used to convey any interest in the Property and/or Mitigation Property:

NOTICE: This Property is subject to a Declaration of Restrictive Covenants for Conservation dated [insert date of Declaration], recorded in the Knox County Clerk's Office on [insert date recorded] in Deed Book [insert number], Page [insert number] and enforceable by the U.S. Army Corps of Engineers.

The Declarant shall provide the Corps with written notice of any such grant, transfer or conveyance of any interest in any or all of the Property at least sixty (60) days prior to the grant, transfer or conveyance. The notice shall include the name, address, and telephone number of the prospective transferee, a copy of the proposed deed or other documentation evidencing the conveyance, and a survey map that shows the boundaries of the portion of the Property and/or Mitigation Property being transferred. Failure to comply with this paragraph does not impair the validity or enforceability of these restrictive covenants.

9. Warranties.

9.1 The Declarant represents and warrants that:

- A.** The Declarant is the sole owner of the Mitigation Property and holds fee simple title which is free and clear of any and all liens, loans, claims, restrictions, easements and encumbrances, except as otherwise recorded;
- B.** The Declarant has identified all other parties that hold any interest (e.g. encumbrances) in the Mitigation Property and has notified such parties of the Declarant's intent to grant this Declaration;
- C.** This Declaration will not materially violate or contravene or constitute a material default under any other agreement, document, or instrument to which the Declarant is a party, or by which the Declarant may be bound or affected;
- D.** This Declaration will not materially violate or contravene any zoning law or other law regulating use of the Mitigation Property; and
- E.** This Declaration does not authorize a use of the Property that is otherwise prohibited by a recorded instrument that has priority over the Declaration.

9.2 The Declarant represents and warrants that, to the best of its knowledge:

- A.** No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, or regulation, as hazardous, toxic, polluting, or otherwise contaminating to the water or soil, has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Mitigation Property;
- B.** There are no underground storage tanks located on the Mitigation Property whether presently in service or closed, abandoned, or decommissioned;
- C.** The Mitigation Property is in compliance with all federal, state, and local laws, regulations, and permits and there is no pending or threatening litigation in any way affecting, involving, or relating to the Mitigation Property and its use; and
- D.** The Mitigation Property] is not land-locked and there is access to the Mitigation Property by road, dedication of pathway or by an access easement.

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

To Declarant: Ford Sawmills, Inc.
 2019 Old Terre Haute Road
 Vincennes, Indiana 47519

To Corps: U.S. Army Corps of Engineers
OP-FN, Room 752
P.O. Box 59
Louisville, KY 40201-0059

11. **Amendment.** After recording, these restrictive covenants may only be amended by a recorded document signed by the Corps and Declarant. Amendment shall be allowed at the discretion of the Corps, in consultation with resource agencies as appropriate, and then only in exceptional circumstances. Any amendment must be consistent with the requirements of Sections 404 of the Clean Water Act. There shall be no obligation to allow an amendment.

12. **Termination.** This Declaration is intended to be perpetual in nature and run with the land as set forth in paragraph 1 of this Declaration. However, if the Corps determines that the compensatory mitigation undertaken on the Mitigation Property set forth in the Mitigation Plan is not successful and the alternative mitigation identified does not involve the Mitigation Property, then the Declarant and Corps may terminate this Declaration by written agreement.

13. **Recording.** Declarant shall record this Declaration in the official property records of the Office of the Knox County Clerk within thirty (30) days of execution of this Declaration by the Declarant, and shall, within thirty (30) days of recording, provide the Corps with a copy of the recorded Declaration and exhibits. Declarant may re-record this instrument at any time as may be required to preserve its rights.

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

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

IN WITNESS WHEREOF, the Declarant has duly executed this Declaration effective on the date first written above, but actually on the date set forth below.

DECLARANT

By: 

David Ford, President of Ford Sawmills, Inc.

72-14-22
Date

STATE OF INDIANA)
) ss:
COUNTY OF KNOX)

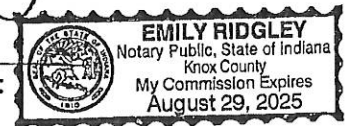
On this 14th day of December, 2022, before me, a Notary Public in and for said County and State, personally appeared David Ford of Ford Sawmills, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed same for the purposes contained therein.

WITNESS my hand and official seal.



Emily Ridgley
NOTARY PUBLIC

My commission expires:



This instrument prepared by:

Nicholas Gahl, Esq. GAHL LEGAL GROUP, 90 E. Cedar Street, Zionsville, IN 46077

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: Nicholas Gahl, Esq. GAHL LEGAL GROUP, 90 E. Cedar Street, Zionsville, IN 46077

Exhibit A - Vesting Deed with Legal Description

John B. Johanningsmeier

to

Ford Sawmills, Inc.

Warranty Deed

\$10.00 and O.V.C.

Dated: July 6, 1988

Recorded: August 12, 1988

4065

WARRANTY DEED

TAXATION DWS.	921
DAY OF August	
1988	
By John B. Johanningsmeier	
Auditor Knox County	
FEE	

THIS INDENTURE WITNESSETH, That JOHN B. JOHANNINGSMEIER of Scottsburg, Indiana, CONVEYS AND WARRANTS to FORD SAWMILLS, INC. of Knox County, in the State of Indiana, for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt whereof is hereby acknowledged, the following described REAL ESTATE in Knox County, in the State of Indiana, to-wit:

All of Location 75 and 76 and Part of Upper Prairie Survey 20 and 21 411 bounded and described as follows, to-wit: Beginning at the south corner of location 76, the same being on the north line of survey Number 20; thence south 32 1/2 degrees east 17.16 chains; thence north 57 1/2 degrees east 27.80 chains to the line between surveys 21 and 22; thence north 32 1/2 degrees west 51.52 chains; thence south 57 1/2 degrees west 29.69 chains to the east bank of the Wabash River; thence down the east bank of the Wabash River with the meanderings thereof to the line between location 76 and survey 20; thence south 84 degrees east with the line dividing survey 20 and location 76, 17.50 chains to the place of beginning, containing 170 acres, more or less.

Also part of Upper Prairie Survey 22 bounded as follows, to-wit: Beginning at a stone on the line between Upper Prairie Survey 21 and 22, on a course of north 32 degrees west and 34.57 chains distant from the south corner of said survey number 22; thence north 32 degrees west 4 chains to a stone; thence north 58 degrees east 1.45 chains to the right of way of the Evansville and Terre Haute Railroad; thence south 20 degrees east with said right of way 4.09 chains; thence south 58 degrees west 60 links to the beginning, containing 11/100 of an acre, more or less.

Also part of Survey 22 and 23 township 3 north range 10 west, bounded as follows, to-wit: Beginning at a point on the southwest line of said Survey 22, south 57 1/2 degrees west 21.16 chains from a water beach north 32 1/2 degrees west 19.57 chains from the west corner of Old Donation Number 11, running thence north 32 1/2 degrees west along the survey line and line of said Spangler 46.39 chains to a stone the corner of said Spangler and Paris G. Riddle; thence north 57 1/2 degrees east 11.12 chains to a stake on the northwest line of the right of way of Evansville and Terre Haute Railroad (Formerly the Evansville and Crawfordville Railroad); thence south 21 degrees east along the southwest line of said railroad right of way as now occupied by said railroad 47.92 chains to a stake a corner of said Spangler land; thence south 57 1/2 degrees west along said Spangler line 14.46 chains to the beginning, containing 29.50 acres, more or less.

Containing in all 199.91 acres, more or less.

Subject to 1988 real property taxes due and payable in 1989, an electric line easement executed by Public Service of Indiana, Inc. and A. J. Johanningsmeier and Emma J. Johanningsmeier dated July 13, 1965 and recorded July 19, 1965 in Deed Record 165, page

KNOX COUNTY ABSTRACT CO., INC.

129 in the office of the Knox County Recorder, a right of way grant to the State Highway Department of Indiana executed by Adolph J. Johanningsmeier on June 30, 1960 and recorded on September 8, 1960 as Instrument No. 4298 in the office of the Knox County Recorder; and subject further to all other easements, restrictions, reservations, or other matters of record or apparent.

IN WITNESS WHEREOF, The said John B. Johanningsmeier has hereunto set his hand and seal, this 6th day of July, 1988.

STATE OF Indiana }
COUNTY OF Shelby } SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 6th day of July, 1988 personally appeared John B. Johanningsmeier and acknowledged this conveyance to be her voluntary act and deed.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:

3/28/91

Julia Ann Metz
Notary Public,
whose County of residence is
Shelby County, Indiana

Julia Ann Metz, Notary Public
Resident of Shelby County
My commission expires 3-28-91

This instrument prepared by: Brent Stuckey, Attorney at Law,
513 Main Street, P.O. Box 979, Vincennes, Indiana 47591.

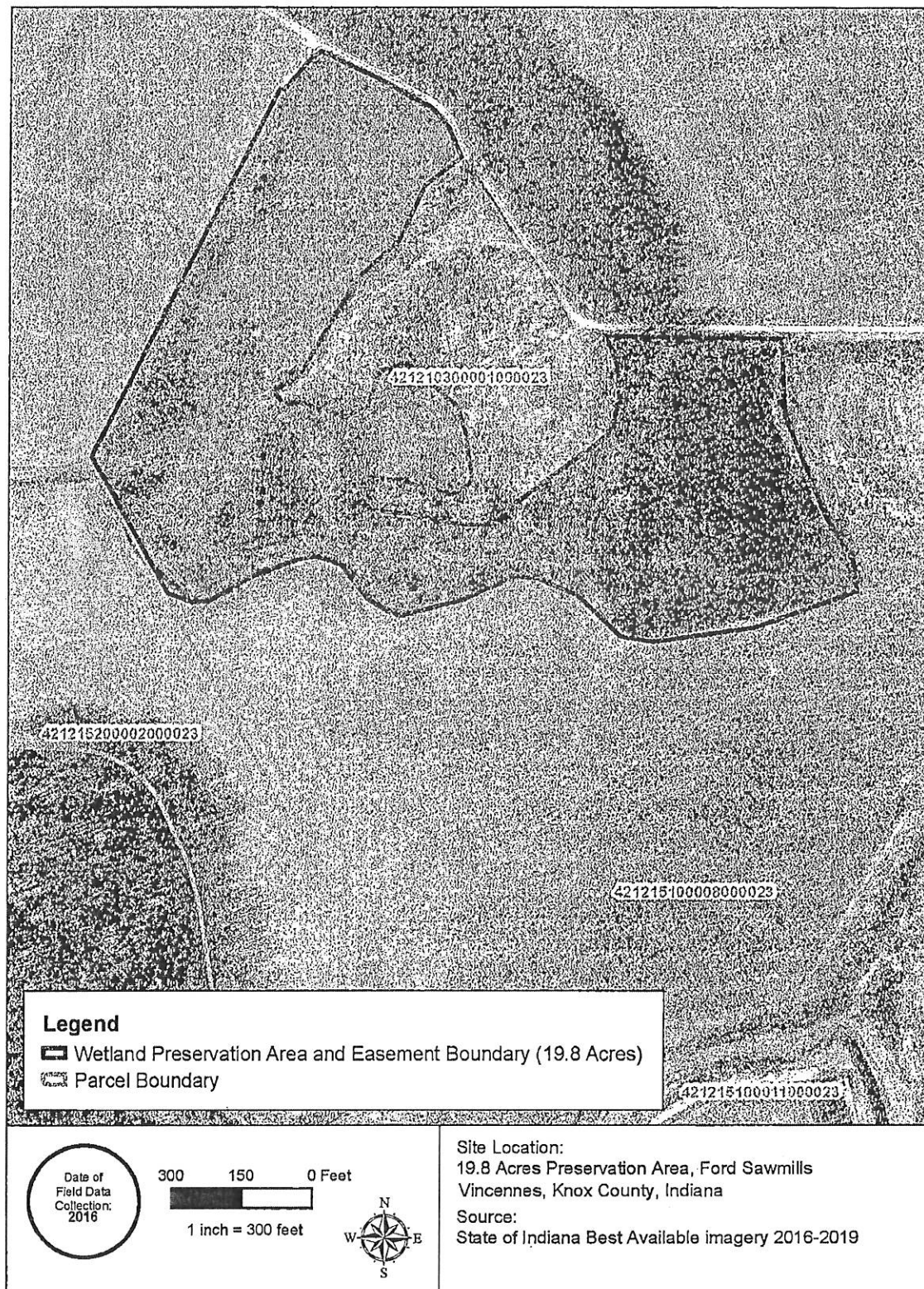
Grantee's address: John Ford
R. R. # 6, Box 243
Vincennes, IN 47591

RECORDED August 13, 1988 at KMA by George D. Johnson
BOOK 231 PAGE 221 Fee \$ 6.50 R.K.C.

KNOX COUNTY ABSTRACT CO., INC.

Exhibit B - Figure

Ford Sawmills Preservation Area Conservation Easement Boundary



WARRANTY DEED

2010R03063
KNOX COUNTY RECORDER, IN
06/28/2010 01:44:49PM

26

This Indenture Witnesseth, That John Ford Revocable Trust dated the 3rd day of January, 2000, John Ford and Nancy Ford, Trustees

of Knox County, in the State of Indiana, CONVEY and WARRANT to

Marvin A. McGregor

of Knox County in the State of Indiana, for the sum of \$10.00

TEN DOLLARS (\$10.00)

and other valuable consideration, the receipt whereof is hereby acknowledged, the following described REAL ESTATE in KNOX County, in the State of INDIANA, to-wit:

Part of Upper Prairie Surveys 22 and 23 in Township Three (3) North, Range Ten (10) West. Knox County, Indiana, described as follows: Commencing at a stone on the line between Surveys 23 and 50, 81.33 chains North 32 degrees West from the west corner of Donation One (1); thence North 32 degrees West 10.90 chains to a stone; thence North 01 degree 30 minutes East 18.50 chains to a stake; thence North 19 degrees West 4.39 chains to an ash 12" I.D. on the Southeast bank of the Wabash River and the north corner of a 1.42 acre tract owned by Marvin A. McGregor; thence Southerly 1000 feet along the right-of-way line of the railroad to the south corner of said 1.42 acre tract and the true point of beginning of this description: thence Southerly 780 feet along said railroad right-of-way line; thence West 660 feet to the Southeast bank of the Wabash River at a point 1000 feet along the River bank from McGregor's 1.42 acre tract; thence Northerly 1,000 feet along said River bank to the southwest corner of said 1.42 acre tract; thence Southeasterly 225 feet along the south line of said 1.42 acre tract to the point of beginning, and containing 8.75 acres, more or less.

ALSO the right of ingress and egress over a 40 foot wide strip of land parallel to and adjacent to the railroad right-of-way for a distance of 450 feet from the southeast corner of the above described 8.75 acre tract.

IN WITNESS WHEREOF, The said John Ford Revocable Trust dated the 3rd day of January, 2000, John Ford and Nancy Ford, Trustees

have hereunto set their hands and seals, this 25th day of June

A.D. 2010

(Seal)

John Ford

(Seal)

Above Name Typewritten or Printed

John Ford, Trustee

Above Name Typewritten or Printed

(Seal)

Nancy Ford

(Seal)

Nancy Ford, Trustee

Above Name Typewritten or Printed

Above Name Typewritten or Printed

STATE OF

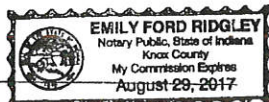
COUNTY, SS

Before me, the undersigned, a Notary Public in and for said County and State, this 25th day of June

2010, personally appeared John Ford and Nancy Ford

and acknowledged this conveyance to be their voluntary act and deed.

Witness Whereof, I have hereunto subscribed my name and affixed my official seal.



Emily Ford Ridgley

Notary Public

Above Name Typewritten or Printed

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL
ACCEPTANCE FOR TRANSFER
THIS 28 DAY OF June, 2010

By John Ford and Nancy Ford

My commission expires

This instrument prepared by

KNOX COUNTY RECORDER

2010R03063

1 of 1

32 DR
442 A

27

RECORDED THE 27th DAY OF APRIL, 1936, at 8:00 o'clock A. M.

FAY HEDDEN, R. K. C.

No. 1730. ✓

Transmission Form 33.

TRANSMISSION LINE EASEMENT

In consideration of the sum of Five Dollars, (\$5.00) and other valuable considerations, receipt of which is hereby acknowledged, the undersigned hereby grants unto the Public Service Company of Indiana, an Indiana corporation, its successors or assigns, for a period of one (1) year, and for such time thereafter as any electric transmission line may be maintained by the company, its successors or assigns, across the lands hereinafter described, the right to construct, operate, patrol and maintain said transmission line, including poles, wires, anchors, guys and fixtures attached thereto, for the transmission of electrical energy over or across the following described property, situated in the County of Knox, State of Indiana.

That part of Survey 53, township 3 north, range 10 west lying northwest of highway 41 as now located.

The Public Service Company of Indiana, its successors or assigns, is hereby granted the right and privilege to clear the ground of timber and brush and to trim or remove any trees or branches now or hereafter, in-so-far as may be reasonably necessary to prevent interference with the transmission wires, or appliances used in connection with said transmission wires.

Any damages to the crops of the undersigned, or the heirs, executors, administrators, assigns, or tenants thereof, caused by the employees of the Public Service Company of Indiana, its successors or assigns, shall be promptly paid by the said Public Service Company of Indiana, its successors or assigns.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this 17th day of April, 1936.

Della Harding.

STATE OF INDIANA, }
COUNTY OF Knox } SS

By Robertine DeBolt.
Attorney-in-fact.

Personally appeared before me, Robertine DeBolt, who acknowledges execution of the above instrument as her voluntary act and deed.

WHEREFORE, witness my hand and notarial seal this 17th day of April, 1936.

My Commission expires,

Gilbert Shake.
Notary Public.

Aug. 31, 1939. (NOTARY PUBLIC, INDIANA, SEAL.)

RECORDED THE 27th DAY OF APRIL, 1936, at 1:00 o'clock P. M.

FAY HEDDEN, R. K. C.

#####

No. 1731. ✓

Transmission Form 33.

TRANSMISSION LINE EASEMENT

In consideration of the sum of One Dollars, (\$) and other valuable considerations, receipt of which is hereby acknowledged, the undersigned hereby grants unto the Public Service Company of Indiana, an Indiana corporation, its successors or assigns, for a period of one (1) year, and for such time thereafter as any electric transmission line may be maintained by the company, its successors or assigns, across the lands hereinafter described, the right to construct, operate, patrol and maintain said

transmission line, including poles, wires, anchors, guys and fixtures attached thereto, for the transmission of electrical energy over or across the following described property, situated in the County of Knox, State of Indiana.

✓ Part of Survey 50, 51, 52 and 53 in Section 10, Township 3, Range 10.

The right to set ~~one~~ (1) Pole West of Highway No. 41, which passes thru said premises, about fifty (50) feet from the center of the roadway, between the house and barn situated on said premises. ✓

The Public Service Company of Indiana, its successors or assigns, is hereby granted the right and privilege to clear the ground of timber and brush and to trim or remove any trees or branches now or hereafter, in-so-far as may be reasonably necessary to prevent interference with the transmission wires, or appliances uses in connection with said transmission wires.

Any damages to the crops of the undersigned, or the heirs, executors, administrators, assigns, or tenants thereof, caused by the employees of the Public Service Company of Indiana, its successors or assigns, shall be promptly paid by the said Public Service Company of Indiana, its successors or assigns.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this 21st day of April, 1936.

Flora I. Riddle.

STATE OF INDIANA } SS
COUNTY OF KNOX }

Personally appeared before me Flora I. Riddle, who acknowledges execution of the above instrument as her voluntary act and deed.

WHEREFORE, witness my hand and notarial seal this 21st day of April, 1936.

My commission expires:

George A. Mischler.
Notary Public.

Sept. 19, 1938. (NOTARY PUBLIC, KNOX COUNTY, INDIANA, SEAL.)

RECORDED THE 27th DAY OF APRIL, 1936, at 1:00 o'clock P. M.

FAY HEDDEN, R. K. C.

No. 1732. ✓

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BILL OF SALE.

Wheatland, Indiana, April 23, 1936.

I, (or we), Claude Ward, Inc., of Knox County, in the State of Indiana, have this day bargained and sold, and do hereby bargain and sell unto Ward & Hudson, of Washington, Ind. for the sum of Three Hundred Dollars, to me (or us) in hand paid, the receipt whereof is hereby acknowledged, the following described property, to wit:

Eleven Parts Bins, Two Display Show Cases, One Adding Machine, One Steel Filing Cabinet, One tire Rack, One Counter, Two Chair & One Office Table.

Shop Equipment: One Floor Jack, One K R W Battery Charger, One Chain Hoist, One Air Compressor, One Paint Spray Outfit, One Vise and other small tools & Equipment.

All new parts and Accessories.

I (or we) hereby covenant with the said Ward & Hudson, that I am (or we are) the lawful owner of said goods and chattels; that they are free and clear of all incumbrances; that I (or we) have good right to sell the same and that I (or we) will warrant and defend the same against the lawful claims and demands of any and all persons.

Signed: { Claude Ward Inc.
By C. F. Ward, Pres.

(28)

Form I.C.-120-BP
Purchase
LIMIT the ACCESS
Revised-5-543981
STATE HIGHWAY DEPARTMENT OF INDIANA
STATE HOUSE ANNEX
INDIANAPOLIS 9, INDIANA
RIGHT OF WAY GRANTFUND. U
PROJECT No. 114
SECTION (8)

Parcel 4

This indenture witnesseth that the undersigned, as grantors and sole owners of land in Knox County, Indiana, more definitely described below, through, over and upon which will pass a public highway which it is proposed by the State of Indiana to improve, hereby grant, bargain, warrant and convey to the State of Indiana, for Right of Way, lands as described below and located by surveys and shown on plans on file in the office of the State Highway Department of Indiana. The description from said plans of said right of way hereby granted is as follows:

PLANS ON SR. NO. 50 SEC. U PROJ. No. 114 SEC. 8 DATED 1959

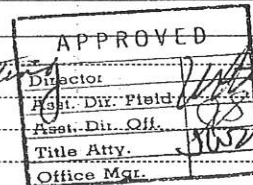
Surveys SEC. 50, 51, 52, 53 3 N, R. 10 W Perm. R/W 9.623 ACRES, MORE OR LESS, ACQUIRED

Descriptions are of parcels of land lying between the plan centerline and the plan right of way line on the above designated project.

Measured distances along plan centerline are indicated by Station Number and plus.

Widths of parcels are indicated in feet, measured at a right angle from plan centerline at designated Station Number and plus; however, when Station Number and plus is followed by the letters P.L.; F.L.; F.D.; L.L. or C/L.S. (indicating property line, Fence Line, Field Division, Lot Line and Centerline of Stream respectively) or other identifying notations, it shall mean that the boundary line follows said identified line from plan centerline to plan right of way line.

FROM STATION to STATION ON CENTERLINE (C/L) "R"	LEFT SIDE OF CENTERLINE	RIGHT SIDE OF CENTERLINE
55+95+PL to 59+00	150 feet	feet
59+00 to 63+00	150 to 135 feet	feet
63+00 to 65+50	135 feet	feet
65+50 to 67+00	135 to 110 feet	feet
67+00 to 71+73+PL	110 feet	feet
55+95+PL to 64+00	feet	155 to 125 feet
64+00 to 71+73+PL	feet	125 feet
to	feet	feet
It is hereby agreed as part of the total consideration as shown below	feet	feet
that possession of the buildings and the land constituting the homestead	feet	feet
on the real estate above described will be surrendered with	feet	feet
from the date first payment is received, and \$ will be held in	feet	feet
escrow until said possession is given. Possession of the balance of	feet	feet
the real estate will be given upon receipt of the first payment in the	feet	feet
amount indicated herein.	feet	feet
to	feet	feet
LAND to 4812.00	feet	feet
IMPROVEMENTS	feet	feet
DAMAGES to 10310.00	feet	feet
TOTAL to 15122.00	feet	feet



This Instrument Prepared for
Division of Right of Way by
Date JUL 20 1960

The above and foregoing grant is made in consideration of payment of the sum of one hundred twenty-two Dollars (\$15122.00), which sum shall be paid or held in escrow as specified to the order of L. BRYAN & EMMAL RIDDLE

R.R. #1

VINCENTES, IND.

(Give address of Payee)

The right of way hereby conveyed may be used, subject to the discretion of the grantee, for the establishment, construction, control and maintenance of a limited access facility as defined in the act of 1945 (Acts 1945, ch. 245, page 1113) and is subject to such regulations as therein provided and to such subsequent regulations or use as may be made, adopted or provided under or by law governing such facilities or highways in general.

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

Any and all timber, shrubbery, fences, buildings and all other physical improvements on the above granted right of way, not specifically reserved by special provision stated above, shall become the property of the State of Indiana.

When, by special provisions as stated above, any trees and/or shrubs are to be left standing on said right of way, it is mutually agreed and understood by grantor and grantee, that such special provision is only for such period as the excepted trees and/or shrubs shall not constitute an obstruction to future construction or hazard to power lines or traffic as shall be determined from time to time by the State Highway Department of Indiana through its authorized representatives.

It is understood and agreed that all provisions of this grant are stated above and that no verbal agreements or promises are binding.

It is also mutually agreed by grantor and grantee that this is a permanent easement unless otherwise specified for Highway purposes and shall be binding until specifically vacated by resolution by the State Highway Department of Indiana.

Grantors

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

Grantor further agrees to assume for the property described above all taxes payable for current and prior years and any taxes now a lien on said property.

Mortgagee: None

This grant is to be and become effective and binding from and after its approval by the Chairman of the State Highway Department of Indiana.

Handwritten initials

.....	(Grantor)	<i>J. Bryan Riddle</i>	HUSBAND	(Grantor)
.....	(Grantor)	<i>J. BRYAN RIDDLE</i>		(Grantor)
.....	(Grantor)	<i>Emma L. Riddle</i>	WIFE	(Grantor)
.....	(Grantor)	<i>EMMA L. RIDDLE</i>		(Grantor)
.....	(Grantor)			(Grantor)
.....	(Grantor)			(Grantor)

Dated 6-28, 1961

CHECKED WITH PROJECT
PLANS DATED May 20 1960
BY Larry K. [Signature]

AMOUNT APPROVED Jul 12 1961
BY [Signature]

THE ABOVE GRANT IS HEREBY ACCEPTED.
STATE OF INDIANA
BY Darrell Coker
Chairman, STATE HIGHWAY DEPARTMENT OF INDIANA
DATE _____, 19____

DESCRIPTION & FORM OK'D 6-30-61
BY [Signature]

PAID BY
WARRANT No. A034861
DATED 7/20, 1961

State of Indiana, County of Knox ss:

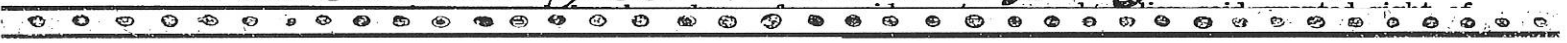
Personally appeared before me J. Bryan and Emma L. Riddle and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this 28 day of June, 1961.

Witness my hand and official seal.

My Commission expires 3-8-65

J. L. O'Connell
Notary Public.
J. L. O'Connell

RECORDED THE 10 DAY OF Aug, 1961 AT 8:30 O'CLOCK AM.
The undersigned owner of a mortgage and/or lien on the land on which the right or way described



No. 6885

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THIS INDENTURE WITNESSETH, that Flora Riddle, of Vincennes, Knox County, Indiana, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant and convey unto Chicago & Eastern Illinois Railroad Company, a Corporation of the State of Indiana, the right to enter upon the following described parcel of land adjoining the right of way of said Chicago & Eastern Illinois Railroad Company with necessary vehicles, machinery and tools to enable said Railroad Company to maintain a ditch to be constructed on the West side of its said right of way:

Parcel "A" - A strip of land thirty (30) feet in width lying westwardly of and adjoining the westerly right of way line of the herein Grantee, said right of way line being parallel with and forty (40) feet westwardly at right angles from the center line of the herein Grantees main track, and extending northwardly from the southerly property line of the herein Grantor in Survey Twenty-three (23), Township Three (3) North, Range Ten (10) West, Vincennes Township, Knox County, Indiana, one thousand six hundred sixty-one (1,661) feet containing an area of one and fifteen hundredths (1.15) acres more or less.

It is understood and agreed that the right herein granted to said Chicago & Eastern Illinois Railroad Company shall not be exercised at times when there are growing crops upon said land.

It is further understood and agreed that the Chicago & Eastern Illinois Railroad shall maintain the said ditch constructed upon and along its right of way.

It is further understood and agreed that this shall be a covenant running with the land and shall enure to and be binding upon the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said Flora Riddle, has hereunto set her hand and seal this 3rd day of October, A.D. 1950.

FLORA I. RIDDLE (SEAL)
Flora Riddle A WIDOW

STATE OF INDIANA }
COUNTY OF KNOX } SS

Before me, the undersigned, a Notary Public in and for said County and State, this 3rd day of October, A.D. 1950, personally appeared FLORA RIDDLE and acknowledged the execution of the foregoing instrument as her free and voluntary act for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal.

HAROLD R. LENAHAH
Harold R. Lenahan Notary Public

MY COMMISSION EXPIRES August 2, 1953

(NOTARY PUBLIC INDIANA SEAL)

RECORDED THE 16TH DAY OF DECEMBER, 1950 AT 9:00 O'CLOCK A.M.

J. MANFRED CORE, R.K.C.

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