

*Cover page for:*

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

*Preliminary title insurance schedules prepared by:*

## **Mahoney Law Office**

Prelim. Policy No. 0737 - #  
File: RichardsonSaleCommitment2021  
Commitment Date: 7/20/2021

**Note:** The tract numbers used in the preliminary title insurance schedules (“Title Tract Numbers”) do not correspond to the auction tract numbers. For purposes of bidding at the auction, and for purposes of the purchase documents, the auction tracts are identified by the tract numbers used in the auction brochure and Exhibit A in the Bidder Packets (“Auction Tract Numbers”). The tract numberings are cross-referenced in the table below.

<b>Auction Tract Numbers:</b>	<b>Title Tract Numbers:</b>
<b>1</b>	<b>1, 2, 3 &amp; 5</b>
<b>2</b>	<b>4</b>

*For August 12, 2021 auction to be conducted by:*

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

*On behalf of:*

**Estate of Donald F. Richardson, *et al.***

**Agent Name and Address:**

Mahoney Law Office - Agent 0737  
822 Main St., P.O. Box 176  
Petersburg, IN 47567

Phone 812 354 8121 Fax 812 354 8161 email: [Mahoneyparalegal@nwcable.net](mailto:Mahoneyparalegal@nwcable.net)

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**TITLE INSURANCE COMMITMENT**

Commitment Typed: 7/28/2021 Policy No. 0737 - #

1. Commitment Date: 7/20/2021 File: RichardsonSaleCommitment2021.wpd

**SCHEDULE A**

2. Policy or Policies to be issued: AMOUNT

(a) 06-17-2006 ALTA Owner's Policy \$  
Proposed Insured: TBD

(b) 06-17-2006 ALTA Loan Policy \$  
Proposed Insured:  
Loan Number:

(c) 06-17-2006 Other (Please specify) \$  
Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is fee simple:

4. The Title is, at the Commitment Date, vested in:

3/4 Donald F. Richardson, 1/4 Trustees of Richardson Joint Revocable Trust -Tracts 1, 2, 3 and 5.  
Annabelle Richardson - Tract 4

5. The Land referred to in this Commitment is described in Schedule C attached hereto and made a part hereof.

Note: For Information Only

The Land referred to in this Commitment is commonly known as:  
in Patoka Township, Pike County, Indiana

Cover Sheet Countersigned at Petersburg, Indiana by Agent Brian K. Mahoney

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B Part I-Requirements; Schedule B Part II-Exceptions and a countersignature by the Company or its issuing agent that may be in electronic form.*

**REQUIREMENTS**

Endorsements to be issued upon request and only with loan policy on a residence: 8.1 Environment, Comprehensive 9:  
ALL OF THE FOLLOWING REQUIREMENTS MUST BE MET:

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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.  
(Note: Recording fee- deeds \$25, Mtg \$55. The Auditor charges \$20 transfer fee for deeds):
  - i. Warranty Deed and Vendor's Affidavit from owners vesting fee simple title in TBD. Said deed should recite the date of passing of Helen Richardson to terminate any interest she retained in Oil, Gas and Minerals.
  - ii. Mortgage from TBD to \* securing the loan.
5. Liens and defects intervening between the date hereof and the time of recording of instruments creating interests to be insured must be satisfied or released.
6. Terms and conditions of any unrecorded agreements or leases and tenancy of present occupants must be disclosed to us and a proper settlement of those interests must be satisfactory to us.
7. Payment of all taxes, charges, and assessments levied and/or assessed against the subject premises, which are due and payable.
8. Proof that all natural persons in this transaction are of full age and legally competent.
9. Proof of identification will be required at settlement.
10. Proof that this transaction is not within the Bankruptcy or Insolvency Acts.

NOTE: A judgment search has been performed against all parties in this transaction, and none were found.

**SCHEDULE B - Part II  
EXCEPTIONS**

File: RichardsonSaleCommitment2021.wpd

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

- 
- 1a. Any variation in location and dimensions, conflicts in boundary lines, encroachments, overlaps, easements not of record and any other objections which a survey made in accordance with "Minimum Standard Detail Requirements for Land Title Surveys as adopted by American Land Title Association and National Society of Professional Surveyors" would disclose.
- 1b. An Owner's policy issued pursuant hereto will contain under Schedule B the following exceptions:
- (i) Rights or claims of parties in possession not shown by the public records.
  - (ii) Easements, or claims of easements, not shown by the public records.
  - (iii) Taxes or special assessments which are not shown as existing liens or charges by the public records.
  - (iv) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 1c. 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.
- 1d. Acreage, if contained in the legal description or elsewhere in this commitment concerning the subject real estate, is shown solely for the purpose of identifying and describing the insured land and this commitment and the ensuing policy should not be construed as insuring the quantity of land as set forth in said description.
2. Taxes for 2020, due and payable in 2021, in the name of Richardson, payable to Pike County Treasurer, Courthouse, 801 Main Street, Petersburg, IN 47567. Phone 812.354.6363.

Assessment:	Homestead Land:	\$
3 ac less	Homestead Imp:	\$
½ oil gas	Agricultural Land:	\$1700
	Non homestead Imp:	\$
	Exemptions:	
	Parcel No.:	63-11-06-100-018.000-009
	Taxing Unit:	Patoka Township & Upper Patoka
	May 10 installment:	\$17.00 & \$1.58 paid
	November 10 installment:	\$17.00 & \$1.58 paid

Assessment:	Homestead Land:	\$
1.66 ac less	Homestead Imp:	\$
½ oil gas	Agricultural Land:	\$500
	Non homestead Imp:	\$
	Exemptions:	
	Parcel No.:	63-06-36-400-023.000-009
	Taxing Unit:	Patoka Township & Upper Patoka
	May 10 installment:	\$5.00 & \$.47 paid
	November 10 installment:	\$5.00 & \$.47 paid

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SCHEDULE B - PART II  
EXCEPTIONS CONT'D

Assessment:	Homestead Land:	\$
3.04 ac less	Homestead Imp:	\$
½ oil gas	Agricultural Land:	\$800
	Non homestead Imp:	\$
	Exemptions:	
	Parcel No.:	63-06-36-400-024.000-009
	Taxing Unit:	Patoka Township & Upper Patoka
May 10 installment:		\$8.00 & \$.75 paid
November 10 installment:		\$8.00 & \$.75 paid

Assessment:	Homestead Land:	\$
168.84 ac less	Homestead Imp:	\$
½ oil gas	Agricultural Land:	\$106000
	Non homestead Imp:	\$
	Exemptions:	
	Parcel No.:	63-07-31-700-024.000-009
	Taxing Unit:	Patoka Township & Upper Patoka
May 10 installment:		\$1060.00 & \$98.79 paid
November 10 installment:		\$1060.00 & \$98.79 paid

Assessment:	Homestead Land:	\$
6.40	Homestead Imp:	\$
	Agricultural Land:	\$3200
	Non homestead Imp:	\$
	Exemptions:	
	Parcel No.:	63-07-32-339-001.000-010
	Taxing Unit:	Patoka Township
May 10 installment:		\$32.00 paid
November 10 installment:		\$32.00 paid

Assessment:	Homestead Land:	\$
4.543	Homestead Imp:	\$
	Agricultural Land:	\$16500
	Non homestead Imp:	\$
	Exemptions:	
	Parcel No.:	63-07-32-339-002.000-010
	Taxing Unit:	Patoka Winslow
May 10 installment:		\$316.50 paid
November 10 installment:		\$316.50 paid

Taxes for 2021, due and payable in 2022, soon to be or already a lien, but not yet due and payable, and taxes for all subsequent years, which are not yet a lien.

3. Oil and Gas Lease to William Moser, dated 4/5/1952 and recorded in Oil and Gas Lease record 10 at page 203. Subject of assignments and amendments.
4. Right of Way to Pike Gibson Water, Inc., recorded 11/9/1973 in Misc. Record 41 at page 76, re-recorded in Misc. Record 41 at page 477.
5. Rights of Way to Southern Indiana Gas and Electric Company, recorded 2/25/1977 in Misc. Record 45 at pages 489 and 491.
6. Airstrip easement to Donald F. Richardson recorded 11/2/1983 in Misc. Record 57 at page 276.

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SCHEDULE B - PART II  
EXCEPTIONS CONT'D

7. Right of Way to Southern Indiana Gas and Electric Company, recorded 2/15/1989 in Misc. Record 74 at page 787.
8. Right of Way to Ohio Valley Gas Inc., recorded 3/2/1993 in Misc. Record 92 at page 37.
9. Oil and Gas Lease to Richard P. Loeffler and Robert A. Jackson recorded 11/28/1983 in Oil and Gas Lease Record 27 at page 181.
10. Rights of Way to Town of Winslow recorded 9/29/1992 in Misc. Record 90 at page 174.
11. Right of Way to Southern Indiana Gas and Electric Company, recorded 11/8/1996 in Misc. Record 148 at page 119.
12. Water Line Easement to Pike Gibson Water, Inc., recorded 11/29/1995 in Misc. Record 143 at page 269.

**LEGAL DESCRIPTION**

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The following described real estate in Pike County, Indiana:

Tract 1: All that part of the Southwest Quarter of the Southwest Quarter of Section 32, and all that part of the Southeast Quarter; and the East Half of the Southwest Quarter and all that part of the Southwest Quarter of the Southwest Quarter of Section 31, which lies North of the L.E. & St. L. Railroad, now the Southern Railroad and South of the Patoka River in Township 1 South, Range 7 West, containing 190 acres, more or less.▼

ALSO, part of the Southwest Quarter of Section 31, Township 1 South, Range 7 West, more particularly described as follows: Beginning at the North line of the Southern Railway Right-of-Way 411 feet North of the Southwest Corner of said Quarter Section; thence North 210 feet; thence East 105 feet; thence South 210 feet; thence West 105 feet to the place of beginning, containing ½ acre.▼

Tract 2: A part of the Southeast Quarter of the Southeast Quarter of Section 36, Township 1 South, Range 8 West, more particularly described as follows: Beginning on the North Line of the Southern Railway Right-of-way, 411 feet North of the Southeast Corner of said Quarter Section of Section 36; thence West along the Right-of-Way 300 feet; thence North 335 feet to the South Bank of the Patoka River; thence North 29 degrees East 130 feet; thence North 42 degrees 10 minutes East 150 feet; thence North 54 degrees East 130 feet; thence South 600 feet; thence to the place of beginning, containing 3.04 acres more or less.▼

Tract 3: That part of the Northeast Quarter of the Northeast Quarter of Section 6, Township 2 South, Range 7 West, lying North of the Southern Railway Right-of-way, and West of Patoka River, 4 1/4 acres. In all 198 acres in above 3 tracts except 3 acres conveyed to the Town of Winslow in Quiet Title Deed Record page 83. Also, except 2 acres East of Highway 61, deeded to the Town of Winslow and excepting also 5 acres sold in Deed Record 58 at page 232, to Denver R. Curtis and Joseph H. Curtis and containing 190.60 acres, more or less.▼

Tract 4: A part of the Southwest quarter of Section 32, Township 1 South, Range 7 West, described by metes and bounds as follows, to-wit: Beginning at a bronze pin marking the Southwest corner of said Section 32, Township and Range aforesaid, and running thence North along the West line of said Section 522 feet; thence East 265 feet to the Southwest corner of the land hereinafter described; thence North 700 feet to the South bank of Patoka River; thence in a Southeasterly direction along the south bank of Patoka River 654 feet to a point where the center line of Indiana State Highway intersects the South edge of the concrete bridge floor of the Patoka River bridge; thence South 45 degrees 20 minutes west along the center line of said highway No. 61 for a distance of 399 feet; thence West 201 feet to the initial point above described containing 5 acres, more or less.▼ Including any non exclusive rights for use of a Gas Line Easement, recorded 11/29/2005 in Misc. Record 143 at page 271.

EXCEPT, Part of the southwest quarter of Section Thirty-two (32), Township 1 south, Range 7 west, described by metes and bounds as follows:

Beginning at a bronze pin marking at the southwest corner of said Section 32 and running thence north five hundred twenty-two (522) feet, thence east two hundred sixty-five (265) feet, thence north seven hundred (700) feet to the south bank of Patoka River, thence in a southeasterly direction along the south bank of Patoka River six hundred fifty-four (654) feet to a point where the centerline of Indiana State Highway No. 61 intersects the south edge of the concrete bridge floor of the Patoka River Bridge, thence south forty-five (45) degrees twenty (20) minutes west along the centerline of said highway eighty-four (84) feet to the place of beginning, running thence south forty-five (45) degrees twenty (20) minutes west along said centerline one hundred sixty-five (165) feet; thence north forty-five (45) degrees twenty (20) minutes west one hundred (100) feet, thence north forty-five (45) degrees twenty (20) minutes east one hundred sixty-five (165) feet parallel to the centerline of said highway, thence southeast one hundred (100) feet to the place of beginning and containing .38 of an acre, more or less.▼

**LEGAL DESCRIPTION**

ALSO EXCEPT, A part of the Southwest Quarter of the Southwest Quarter of Section 32, Township 1 South, Range 7 West, Pike County, Indiana, described as: Commencing at the southwest corner of said section; thence, South 78 degrees 31 minutes 47 seconds East on the south line of said section 8.17 feet to a point on the centerline of State Road 61; thence, Northeasterly on said centerline 462.10 feet to an arc to the right having a radius of 2,022.20 feet subtended by a long chord having a bearing of North 39 degrees 38 minutes 13 seconds East and a length of 461.10 feet; thence, North 46 degrees 11 minutes 00 seconds East on said centerline 731.17 feet; thence, North 51 degrees 05 minutes 00 seconds West 40.32 feet to the northwestern boundary of State Road 61 and the point of beginning; thence, South 46 degrees 11 minutes 00 seconds West on said northwestern boundary 68.17 feet; thence, North 43 degrees 49 minutes 00 seconds West on said boundary 10.00 feet; thence, South 46 degrees 11 minutes 00 seconds West on said boundary 85.00 feet; thence, North 16 degrees 26 minutes 18 seconds East 40.31 feet; thence, North 46 degrees 11 minutes 00 seconds East 114.03 feet to the southwestern low water mark of the Patoka River; thence, South 52 degrees 13 minutes 45 seconds East on said low water mark 15.64 feet; thence, South 51 degrees 05 minutes 00 seconds East on said low water mark 14.65 feet to the point of beginning, and containing 0.077 acres, more or less.▼

Tract 5: A part of the Southeast Quarter of the Southeast Quarter of Section 36, Township 1 South, Range 8 West, particularly described as follows, to-wit: Beginning on the North Line of the Southern Railway Right-of-way at a point 411 feet North and 300 feet West of the Southeast corner of said Quarter Quarter Section and running from thence North 335 feet; thence South 81 degrees 10 minutes West 241 feet; thence South 263.7 feet; thence South 68 degrees and 30 minutes East 85 feet; thence East 160 feet to the place of beginning, containing 1 2/3 acres.▼

Oil And Gas Lease

Agreement, Made and entered into the 5th day of April 1952 by and between Fred Richardson and Irene Richardson, his wife of Pike County, Indiana hereinafter called lessor (whether one or more), and William Moser of Bluffton, Indiana hereinafter called lessee:

Witnesseth: That the said lessor, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on part of less to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee for the sole and only purpose of mining and operating for oil and gas and of laying of pipe lines, and of building tanks, power stations, and structures thereon to produce, save and take care of said products, all that certain tract of land situated in the Township of Patoka County of Pike, State of Indiana, described as follows, to-wit:

To-wit: All that part of the Southwest Quarter of the Southwest Quarter of Section 32; and all that part of the Southeast Quarter; and the East half of the Southwest Quarter, and all that part of the Southwest Quarter of the Southwest Quarter of Section 31 which lies North of the L. E. & St. L. Railroad, now the Southern Railroad, and South of the Patoka River in Township One (1) South, Range seven (7) West, containing 190 acres, more or less.

Also a part of the Southeast quarter of the Southeast Quarter of Section Thirty-six (36), township one (1) south, range eight (8) west, particularly described as follows: Beginning on the North line of the Southern Railway right of way, four hundred eleven (411) feet North of the Southeast corner of said quarter section of Section thirty-six (36); thence West along the right of way three hundred (300) feet; thence North three hundred thirty-five (335) feet to the South bank of the Patoka River; thence North 29 degrees East one hundred thirty (130) feet; thence North 42 degrees 10 minutes East one hundred fifty (150) feet; thence North 54 degrees East one hundred thirty (130) feet; thence South six hundred (600) feet; thence to the place of beginning; containing 3.04 acres, more or less.

Also a part of the Southwest Quarter of Section thirty one (31) in township one (1) south, range seven (7) west, more particularly described as follows: Beginning at the North line of the Southern Railway right of way four hundred eleven (411) feet North of the Southwest corner of said quarter section; thence North two hundred ten (210) feet; East one hundred five (105) feet; South two hundred ten (210) feet; West one hundred five (105) feet to the place of beginning, containing one-half acre.

Also that part of the northeast quarter of northeast quarter of Section 6, township 2 south, range 7 west lying north of the Southern Railway right of way, and West of Patoka River 4 1/2 acres. In all 198 acres, except 3 acres conveyed to Town of Winslow, described in Quiet Title Record, Page 83. Also except two acres East of Highway 61, deeded to Town of Winslow, and excepting also 5 acres sold to Denver R. Curtis and Joseph H. Curtis and recorded in Deed Record 58, page 232.

of Section 32 & 31, Township 1S, Range 7W and containing 176 acres, more or less.

It is agreed that this lease shall remain in force for a primary term of Six Months from this date and if lessee shall commence to drill within said primary term or any extension thereof, the said lessee shall have the right to continue drilling to completion with reasonable diligence and said term shall extend as long thereafter as oil and gas, or either of them, is produced by lessee from said land or from a communitized unit as hereinafter provided.

In consideration of the premises the lessee covenants and agrees: 1st. To deliver to the credit of lessor, free of cost, into tank reservoirs or into the pipe line to which lessee may connect wells on said land, the equal one-eighth part of all oil produced and saved from the leased premises.

This lease is subject to the provisions of the lease agreement of the same date and is hereby incorporated by reference.

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the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8) payable monthly at the prevailing market rate for gas; and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling on said land during the same time, by making lessor's own connections with the well at lessor's own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds payable monthly at the prevailing market rate at the mouth of the well.

If no well be commenced on said land on or before the 5th day of October 1952, this lease shall terminate as to both parties.

If said lessor owns a less interest in the above described land than the entire undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the lessor only in the proportion which lessor's 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 lessee's operation thereon except water from the wells of lessor. When requested by lessor, lessee shall bury lessee's pipe line below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor. Lessee shall pay for damages caused by lessee's operations to growing crops on said land. 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, not exceeding ninety days from termination of operations on said lease.

Notwithstanding anything to the contrary herein contained or implied by law, all present and future rules and regulations of any governmental agency pertaining to well spacing, use of material and equipment or otherwise shall be binding on the parties hereto with like effect as though incorporated here in at length.

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 rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such defaults shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payment of said rentals.

Lessor hereby warrants and agrees to defend the title to said lands here in described and agrees that the lessee shall have the right at any time to redeem for lessor, by payments, any mortgages, 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 thereof, and 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.

If the leased premises are now or shall hereafter be owned in severally or in separate tracts, the premises nevertheless shall be developed and operated as one 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-abutting tracts, this paragraph shall apply separately to each such non-abutting tract, and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease, this paragraph shall be operative as to such portion so consolidated. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

Lessee may at any time surrender this lease as to all or any part of the lands covered thereby, by delivering or mailing a release thereof to the lessor, if lease is not recorded, or by placing a release thereof of record in the proper county, if lease is recorded; and if surrendered only as to a part of said lands, any delay rentals or acreage payments which may thereafter be payable hereunder shall be reduced proportionately.

In Testimony Whereof We Sign This the 5th day of April 1952.

Fred Richardson (SEAL)  
Irene Richardson (SEAL)

State of Ind, County of Pike, SS: On this 5 day of April A.D. 1952, before me the



2-97 For Assignment of Oil & Gas Leases, from Hershel L. Edmonds to Ben Fairman, see Miscellaneous Record 110, page 278.

*Nyla Willis*  
Recorder, Pike Co.

2-28-2002 For Assignment of Oil and Gas Lease from Russell N. Shesmer to Hershel L. Edmonds, see Miscellaneous Record 127, pages 218-219. *Nyla Willis, R.P.C.*

2-17-2009-For Assignment of Oil & Gas Leases from Rebecca Vortherms to Helen Fairman see Misc Rec 155 pg 699. *Jan Edington R.P.C.*

2-17-2009-For Assignment of oil & Gas Leases from Tori Blackhart to Helen Fairman see Misc Rec 155 pg 704. *Jan Edington R.P.C.*

2-17-2009-For Assignment of Oil & Gas Leases from Robert Fairman to Helen Fairman see Misc Rec 155 pg 709. *Jan Edington R.P.C.*

2-17-2009-For Assignment of Oil & Gas Leases from Margaret Fairman to Helen Fairman see Misc Rec 155 pg 714. *Jan Edington R.P.C.*

2-17-2009-For Assignment of Oil & Gas Leases from Paul Fairman to Helen Fairman see Misc Rec 155 pg 719. *Jan Edington*

12/11/09 - Assignment of Oil & Gas Lease BK-156 Pg 608 *Jody Hoover R.P.C.*

4/21/10 - See Ratification of Oil & Gas Lease BK-157 Pg-797 *Jody Hoover R.P.C.*

7/21/10 See Ratification of Oil & Gas Lease BK-157 Pg-200 *Jody Hoover R.P.C.*

5/6/10: Assignment of Interests in Oil & Gas Leases from Hershel L. Edmonds to Fred W. McCree, see Misc Rec 157, Pg. 253. *Jody Hoover, R.P.C.* 203 A

201 assignment of ... to Robert J. Mayer, see Misc. Record 77, page 275. *Anita R. Nance, R.P.C.*

For Assignment of working Interest from First Interstate Bank of Arizona, N.A., Trustee of George W. Wright to Robert J. Mayer see Misc. Record 79, page 248. *Anita R. Nance, R.P.C.*

2030



UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION

HA 442-20

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to

Fred Richardson and Helen E. Richardson

Pike-Sibson Water Inc.

hereinafter referred to as GRANTOR, by \_\_\_\_\_ hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove a water line \_\_\_\_\_

over, across, and through the land of the GRANTOR situate in Pike County,

State of Indiana, said land being described as follows:

\_\_\_\_\_ together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purposes of this easement.

The easement shall be 16 feet in width, the center line of which is described as follows:

Pt N e Ne Sec 6, T 2 S R 7 W

from Potok River to RR Crossing w/S A 61

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

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

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 3rd day of November 1973

RECEIVED THIS 9 DAY OF Nov 1973 AT 11 O'CLOCK A M AND  
RECORDED IN RECORD 41 PAGE 76 RECORDER PIKE COUNTY  
Martha J. Davis

Fred Richardson (SEAL)  
Helen E. Richardson (SEAL)

Before me, Richard A. Tisdale, a Notary Public, this 3rd day of November, 1973, Fred Richardson and Helen E. Richardson

acknowledged the execution of the annexed right of way easement deed.

Richard A. Tisdale  
Notary Public

My Commission Expires:

2-11-76



UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to

Fred Richardson and Helen E. Richardson

hereinafter referred to as GRANTOR, by Pike-Sibon Water Inc.  
hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove a water line

over, across, and through the land of the GRANTOR situate in Pike County,  
State of Indiana, said land being described as follows:

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purposes of this easement.

The easement shall be 16 feet in width, the center line of which is described as follows:

RT N & N 2 Sec 6, T 2 S R 7 W (Sec 31 Twp 1 S Range 7 W 16 2.5)  
from Polaris River to RR Crossing W/S A 61

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

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

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 3rd day of November 19 73

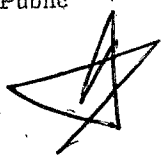
RECEIVED THIS 9 DAY OF NOV 1973 AT 10 O'CLOCK A.M. AND RECORDED IN RECORD # 2254  
MARSHA J. DAVIS, RECORDER PIKE COUNTY

Fred Richardson  
Helen E. Richardson  
(SEAL)

Before me, Richard A. Tisdale, a Notary Public, this 3rd day of November 19 73, Fred Richardson and Helen E. Richardson

acknowledged the execution of the annexed right of way easement deed.

ReRecorded  
RECEIVED THIS 18 DAY OF NOV 1974 AT 9:20 O'CLOCK A.M. AND RECORDED IN RECORD # 517  
MARSHA J. DAVIS, RECORDER PIKE COUNTY

Richard A. Tisdale  
Notary Public  


My Commission Expires: 2-11-76

EASEMENT FOR RIGHT-OF-WAY

AS INDENTURE WITNESSETH, that Donald F. Richardson and Annabel Richardson

, of Pike County, State of Indiana, hereinafter

called "Grantor" (whether one or more, and if more than one, at the option of the Company, all sums, if any, payable by the Company to the Grantor pursuant to this easement may be paid to Donald F. Richardson

, who is hereby designated as Agent to receive and receipt for the same), for

and in consideration of the sum of One Dollars (\$ 1.00 ) and other valuable consideration,

the receipt of which is hereby acknowledged, does hereby grant and convey unto SOUTHERN INDIANA GAS AND ELECTRIC COMPANY, an Indiana corporation, its successors and assigns (hereinabove and hereinafter collectively referred to as the "Company") an easement, with the right to construct, inspect, maintain, operate, enlarge, rebuild and repair a pole and wire line, and as a part thereof one or more wire lines, and one or more underground lines, for the transmission of electric energy, and all appurtenances thereto, upon, over, under and across a strip of land 8 feet in width, the approximate center line of which strip is shown upon the plat which is attached hereto, made a part hereof, and marked "Exhibit A", and which strip of

land is a part of the following described real property located in Pike County, State of Indiana, to-wit:

Part of the southwest 1/4 of Section 32, Township 1 South, Range 7 West, Patoka Township, Pike County

together with the right of ingress and egress over the lands of Grantor to and from said line in the exercise of the rights and privileges herein granted, together with the right to trim or remove any and all trees located on said right-of-way and any and all trees that are of such height that in falling directly to the ground they could come in contact with said pole and wire line or lines, also with the right to remove brush or other obstructions from said right-of-way which could create a fire hazard to the line or lines of the Company, provided, however, that the Company shall not have the right to require the removal of any permanent improvement now located upon said above designated real property.

Grantor certifies under oath that no Indiana Gross Income Tax is due or payable at this time in respect to the transfer made by this indenture.

IN WITNESS WHEREOF, this instrument is executed this 3 day of Dec, 19 76

(SEAL) Donald F. Richardson (SEAL)  
Donald F. Richardson

(SEAL) Annabel Richardson (SEAL)  
Annabel Richardson

\*396 RECEIVED FOR RECORD  
This 25 day of February  
A. D. 1977 at 1:20 o'clock P. M.  
and recorded in Record 45  
at page 489  
Martha J. Davis  
Recorder Pike County

ACKNOWLEDGMENT

STATE OF INDIANA }  
COUNTY OF Pike } SS

Before me, the undersigned, a Notary Public within and for said County and State, on this 3 day of Dec, 19 76 personally appeared the within named Donald and Annabel Richardson and acknowledged the execution of the foregoing easement for right-of-way.

WITNESS my hand and notarial seal  
My commission expires 11-12-79 Jacqueline Joyce Quick  
Notary Public

CORPORATION ACKNOWLEDGMENT Jacqueline Joyce Quick

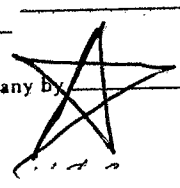
STATE OF INDIANA }  
COUNTY OF \_\_\_\_\_ } SS

Before me, the undersigned, a Notary Public within and for said County and State, came \_\_\_\_\_ an Indiana corporation, by \_\_\_\_\_ its \_\_\_\_\_ and \_\_\_\_\_ its \_\_\_\_\_ who, as such \_\_\_\_\_ and \_\_\_\_\_ respectively, acknowledge the execution of the foregoing Easement of Right-of-Way and the affixing thereto the corporate seal of said Corporation.

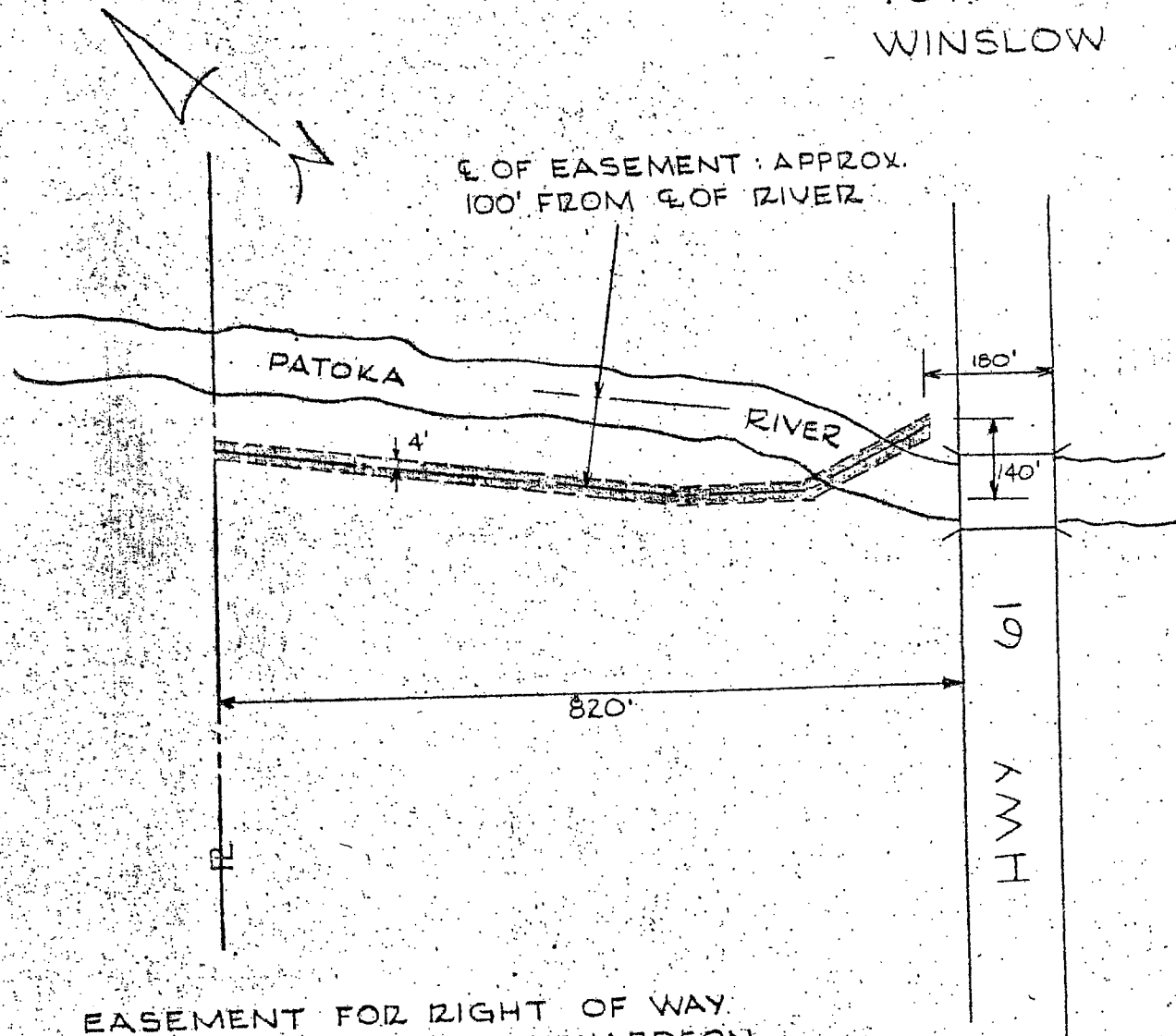
WITNESS my hand and notarial seal  
My commission expires \_\_\_\_\_ Notary Public

This instrument was prepared for Southern Indiana Gas and Electric Company by A. L. Jobe  
Name

W.O.# 6117530 - DWG.# 10732



TOWN OF WINSLOW



EASEMENT FOR RIGHT OF WAY  
 DONALD F. & ANNABEL RICHARDSON  
 BEING A PART OF THE S.W. 1/4  
 SEC. 32 - T1S - R7W  
 PATOKA TWP. - PIKE CO.

CONSTRUCTION NOTES

ENG. BY: JOBE

DWG. BY: ORTH DATE: 12-3-76 SCALE: 1"=20'

REV. DATE

APPROVED BY

APPROVED BY

DATE

DATE

SOUTHERN INDIANA GAS & ELECTRIC CO.  
EVANSVILLE, INDIANA

EXHIBIT "A"

EASEMENT FOR RIGHT OF WAY

EST. NO.

6117530

DWG. NO.

10732



EASEMENT FOR RIGHT-OF-WAY

INDENTURE WITNESSETH, that Fred Richardson and Helen Richardson

of Pike County, State of Indiana, hereinafter

called "Grantor" (whether one or more, and if more than one, at the option of the Company, all sums, if any, payable by the Company to the Grantor pursuant to this easement may be paid to Fred Richardson

who is hereby designated as Agent to receive and receipt for the same), for

in consideration of the sum of One Dollars (\$ 1.00) and other valuable consideration,

receipt of which is hereby acknowledged, does hereby grant and convey unto SOUTHERN INDIANA GAS AND ELECTRIC COMPANY, an Indiana corporation, its successors and assigns (hereinafter and hereinafter collectively referred to as the "Company") an easement, with the right to construct, erect, maintain, operate, enlarge, rebuild and repair a pole and wire line, and as a part thereof one or more wire lines, and one or more underground lines, for the transmission of electric energy, and all appurtenances thereto, upon, over, under and across a strip of land 8 feet in width, the approximate center line of which strip is shown upon the plat which is attached hereto, made a part hereof, and marked "Exhibit A", and which strip of

land is a part of the following described real property located in Pike County, State of Indiana, to-wit:

Part of the southwest 1/4 of Section 32, Township 1 South, Range 7 West, also part of the southwest 1/2 of Section 31, Township 1 South, Range 7 West, Patoka Township, Pike County

together with the right of ingress and egress over the lands of Grantor to and from said line in the exercise of the rights and privileges herein granted, together with the right to trim or remove any and all trees located on said right-of-way and any and all trees that are of such height that in falling directly upon the ground they could come in contact with said pole and wire line or lines, also with the right to remove brush or other obstructions from said right-of-way which could create a fire hazard to the line or lines of the Company, provided, however, that the Company shall not have the right to require the removal of any permanent improvement now located upon said above designated real property.

Grantor certifies under oath that no Indiana Gross Income Tax is due or payable at this time in respect to the transfer made by this indenture.

IN WITNESS WHEREOF, this instrument is executed this 1st day of December, 1976

(SEAL) Fred Richardson (SEAL)  
Fred Richardson

(SEAL) Helen Richardson (SEAL)  
Helen Richardson

#397 RECEIVED FOR RECORD  
This 25 day of February  
A. D. 1977 at 1:30 o'clock P. M.  
and recorded in Record 45  
at page 491  
Martha J. Davis  
Recorder Pike County

ACKNOWLEDGMENT

STATE OF INDIANA }  
COUNTY OF Pike } SS

I, the undersigned, a Notary Public within and for said County and State, on this 1st day of December, 1976

personally appeared the within named Fred Richardson and Helen Richardson

and acknowledged the execution of the foregoing easement for right-of-way.

WITNESS my hand and notarial seal  
My Commission Expires 2-2-1980

Marilyn Tooley  
Notary Public

CORPORATION ACKNOWLEDGMENT MARILYN TOOLEY

STATE OF INDIANA }  
COUNTY OF \_\_\_\_\_ } SS

Before me, the undersigned, a Notary Public within and for said County and State, came \_\_\_\_\_

an Indiana corporation, by \_\_\_\_\_

its \_\_\_\_\_ and \_\_\_\_\_ its \_\_\_\_\_

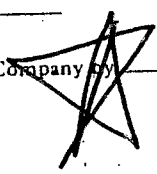
who, as such \_\_\_\_\_ and \_\_\_\_\_

respectively, acknowledge the execution of the foregoing Easement of Right-of-Way and the affixing thereto the corporate seal of said Corporation.

WITNESS my hand and notarial seal  
My Commission Expires \_\_\_\_\_

Notary Public  
A. L. Jobe  
Name

was prepared for Southern Indiana Gas and Electric Company by  
117521 - Dwg. #10732



EASEMENT

THIS INDENTURE WITNESSETH that ROBERT V. RICHARDSON, GARY R. RICHARDSON and MARLENE JOYCE SHOULDERS, hereinafter called "Grantors", for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant and convey unto DONALD F. RICHARDSON, hereinafter called "Grantee", a non-exclusive but perpetual easement for the use of an airstrip now existing on the real estate described below and located in Pike County, Indiana, which easement is more particularly described as follows:

A tract three thousand (3,000) feet in length and one hundred (100) feet in width lying on the North half of the real estate described below and running parallel to the Patoka River and lying four hundred (400) feet, more or less, South of said river.

The real estate upon which said easement is located is described as follows:

All that part of the Southwest Quarter of the Southwest Quarter of Section 32, and all that part of the Southeast Quarter; and the East Half of the Southwest Quarter and all that part of the Southwest Quarter of the Southwest Quarter of Section 31, which lies North of the L.E. & St. L. Railroad, now the Southern Railroad and South of the Patoka River in Township 1 South, Range 7 West, containing 190 acres, more or less; and,

Also, a part of the Southeast Quarter of the Southeast Quarter of Section 36, Township 1 South, Range 8 West, more particularly described as follows: Beginning on the North Line of the Southern Railway Right-of-way, 411 feet North of the Southeast Corner of said Quarter Section of Section 36; thence West along the Right-of-way 300 feet; thence North 335 feet to the South Bank of the Patoka River; thence North 29 degrees East 130 feet; thence North 42 degrees 10 minutes East 150 feet; thence North 54 degrees East 130 feet; thence South 600 feet; thence to the place of beginning, containing 3.04 acres, more or less; and,

Also, part of the Southwest Quarter of Section 31, Township 1 South, Range 7 West, more particularly described as follows: Beginning at the North Line of the Southern Railway Right-of-way 411 feet North of the Southwest Corner of said Quarter Section; thence North 210 feet; thence East 105 feet; thence South 210 feet; thence West 105 feet to the place of beginning, containing 1/2 acre; and,

Also, that part of the Northeast Quarter of the Northeast Quarter of Section 6, Township 2 South, Range 7 West, lying North of the Southern Railway Right-of-way, and West of Patoka River, 4 1/4 acres. In all 198 acres except 3 acres conveyed to the Town of Winslow in Quiet Title Deed Record Page 83. Also, except 2 acres East of Highway 61, deeded to the Town of Winslow and excepting also 5 acres sold in Deed Record 58 at



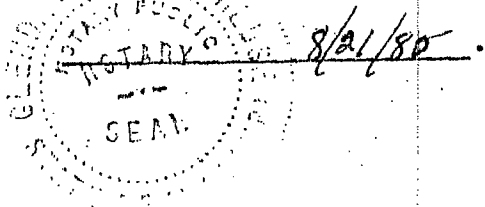


STATE OF MISSOURI )  
COUNTY OF St. Charles ) SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 24<sup>th</sup> day of October, 1983, came GARY R. RICHARDSON, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

My Commission expires:



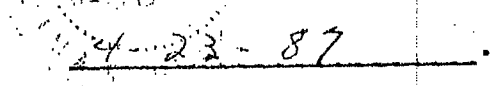
Glenda Sue Terschulke  
Notary Public  
Glenda Sue Terschulke, Notary Public  
State of Missouri, County of St. Charles  
My Commission expires 8-21-85.  
Printed Name  
Residing in \_\_\_\_\_ County, MO

STATE OF ARIZONA )  
COUNTY OF Pima ) SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 20 day of Oct., 1983, came MARLENE JOYCE SHOULDERS, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.)

My Commission expires:



Marlene Joyce  
Notary Public  
L.P. Verne Ivey  
Printed Name  
Residing in Pima County, AZ

#2335

RECEIVED FOR RECORD  
This 2nd day of November  
A.D. 1983 at 1:45 o'clock P.M.  
and recorded in Record 57  
at page 276 thru 278  
Oleva L. Richardson  
Recorder Pima County  
Recorder's Fee \$ 7.00

This instrument prepared by: Val J. Fleig, Attorney at Law; 602A Main Street, Petersburg, Indiana 47567.



161-2M-1-47

Est. No. 7-1155

14.00

EASEMENT FOR RIGHT OF WAY

In consideration of the sum of One Dollar (\$1.00)  
 the acceptance of which is hereby acknowledged, Fred & Irene Richardson, Pike County,  
 in the State of Indiana, hereby grants the Southern Indiana Gas and Electric Company, a corporation duly organ-  
 ized under the laws of the State of Indiana, its successors and assigns forever, the easement and right to  
 construct and maintain a pole and wire line across the property owned by  
Fred & Irene Richardson with the right to cut away, trim  
 and keep clear of said pole and wire line, all trees, limbs of trees, and other  
 obstructions that may interfere with the proper operation and maintenance of said  
 pole and wire line - - - - - as per sketch attached.

To-wit:-  
 The location of said property is more fully described as follows:  
East 1/2 of the Southeast 1/4 and part of the southwest 1/4 of the southeast 1/4  
of Section 31, Township 1 South, Range 7 West, also part Southwest 1/4 of Section 32, Town-  
ship 1 South, Range 7 West; also part Northeast 1/4 of Section 6, Township 2 South,  
Range 7 West, all of which is in Patoka Township, Pike County, Indiana.

With full right and authority on the part of said Southern Indiana Gas and Electric Company, its successors and  
 assigns, and its and their agents, servants and employees, to enter at all times upon said real estate for the purpose of  
 operating, maintaining, or renewing said pole and wire line.

In witness whereof, the said Fred & Irene Richardson  
 has hereunto set <sup>his</sup> hand and seal this 29 day of September, 1947.  
Fred Richardson  
Irene Richardson

Wit: [Signature]

Signed, sealed and delivered in the presence of

#89-574 RECEIVED FOR RECORD  
 This 15th day of February  
 A.D. 1989 at 3:30 o'clock P.M.  
 and recorded in Record 74  
 at page 287-291  
Walter R. Hance  
 Recorder Pike County  
 Recorder's Fee \$ 14.00

STATE OF INDIANA }  
Pike COUNTY } SS:

On this 29 day of September, 1947, before me  
Paul B. Hartmann, a Notary Public within and for said county, personally appeared the within  
 named Fred & Irene Richardson to me known to be the same person  
 named in, and who executed the foregoing instrument in writing, and severally acknowledged the execution of the  
 same to be their free deed and act.

WITNESS, My Hand and Notarial SEAL

Paul B. Hartmann  
 Notary Public

My Commission Expires 14 May 1950

PAUL B. HARTMANN

287



OVG Form 32  
1/93

AGREEMENT OF EASEMENT

For and in consideration of an aggregate sum of three hundred dollars  
(\$300.00), the receipt of which is hereby acknowledged,  
Donald F. Richardson, Robert V. Richardson and Marlene Joyce Shoulders hereinafter referred  
to as Grantors do hereby grant, warrant and convey unto Ohio Valley Gas, Inc., an Indiana  
Corporation, its successors and assigns, hereinafter referred to as Grantee, the right to  
construct, maintain, inspect, operate, protect, repair, replace, change the size of, or  
remove, a pipe line or pipe lines and any appurtenances useful and incident to the  
operation and protection thereof, for the transportation of oil, gas, petroleum or any or  
its products, and any other like or unlike substance which may be moved by and through a  
pipe line or pipe lines along a route to be selected by Grantee on, over, and through the  
following described lands, of which Grantors warrant they are the owners in fee simple,  
situated in Pike County, State of Indiana, to-wit:

See Deed Record 99, pages 798-799 for a description of the property as recorded  
in the Office of the Recorder, Pike County, Indiana.  
See the ADDENDUM attached hereto, which is made a part hereof for description of  
easement.

together with the right of unimpaired ingress and egress to and from said line or lines, or  
any of them, for the purposes aforesaid.

Grantors shall have the right fully to use and enjoy the above described premises,  
subject to the rights herein granted; and Grantors agree not to build, create, or con-  
struct, nor permit to be built, created, or constructed, any obstruction, building, engi-  
neering works, or other structure over said pipe line or pipe lines, nor to diminish or  
substantially add to the ground cover over same. Grantee hereby agrees to pay any damages  
which may arise to growing crops, pasturage, field tiles, fences or buildings of said  
Grantors from the exercise of the rights herein granted. Such damages, if not mutually  
agreed upon, shall be ascertained and determined by three disinterested persons, one to be  
appointed by the Grantor, one by the Grantee, and the third by the two so appointed. The  
written decision of such three persons shall be final and conclusive.

Any pipe line or pipe lines constructed by said Grantee shall, at the time of con-  
struction thereof, be buried to such depth as will not interfere with ordinary cultivation.

If the interest of Grantors in above described land is less than the entire and  
undivided fee simple estate therein, then any payments hereunder shall be paid to Grantors  
in the proportion which Grantors' interest bears to the whole and undivided fee.

Additional terms (if any) Fill in hole in property with extra  
dirt

The rights herein granted may be assigned in whole or in part. The terms, conditions  
and provisions of this grant shall extend to and be binding upon the successors and assigns  
of the parties.

In Witness Whereof, the Grantors have affixed their signatures, this 19 day of  
January, 1993.

Witness  
Mark H. Mayfield

Grantors  
Donald F. Richardson  
Donald F. Richardson  
R. V. Richardson

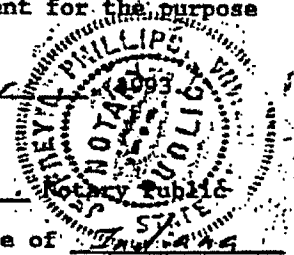
State of Indiana )  
County of Pike ) ss:

I, Jeffrey L. Phillips, a Notary Public within and for said county and  
state, hereby certify that on the 15<sup>th</sup> day of January, 1993, the foregoing  
instrument of writing was produced before me by Donald F. Richardson  
who in due form of law acknowledged that he executed said instrument for the purpose  
therein contained.

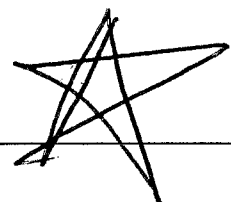
Witness my hand and official seal this 19<sup>th</sup> day of January

My Commission Expires:  
April 16, 1993

Jeffrey L. Phillips  
(Typed Name) JEFFREY L. PHILLIPS  
Resident of Sullivan County, State of Indiana



This Instrument Prepared by Mark H. Mayfield, Ohio Valley Gas, Inc.



WITNESS

GRANTORS

Robert V. Richardson  
Robert V. Richardson

STATE OF Missouri )  
COUNTY OF Franklin ) SS:

I, Linda Charlene Salng, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, HEREBY CERTIFY THAT ON THE 11<sup>th</sup> DAY OF Feb, 1993, THE FOREGOING INSTRUMENT OF WRITING WAS PRODUCED BEFORE ME BY Robert V. Richardson, WHO IN DUE FORM OF LAW ACKNOWLEDGE THAT He EXECUTED SAID INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

WITNESS MY HAND AND OFFICIAL SEAL THIS 11<sup>th</sup> DAY OF Feb, 1993.  
MY COMMISSION EXPIRES:

NOTARY PUBLIC, STATE OF MISSOURI  
MY COMMISSION EXPIRES MARCH 19, 1994

Linda Charlene Salng NOTARY PUBLIC  
LINDA CHARLENE SALNG

WITNESS

GRANTORS

Jane Jones

Marlene Joyce Shoulders  
Marlene Joyce Shoulders

STATE OF Arizona )  
COUNTY OF Pima ) SS:

I, Toni P. Cubillas, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, HEREBY CERTIFY THAT ON THE 18 DAY OF Feb, 1993, THE FOREGOING INSTRUMENT OF WRITING WAS PRODUCED BEFORE ME BY Marlene Joyce Shoulders, WHO IN DUE FORM OF LAW ACKNOWLEDGE THAT She EXECUTED SAID INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

WITNESS MY HAND AND OFFICIAL SEAL THIS 18 DAY OF February, 1993.  
MY COMMISSION EXPIRES:

My Commission Expires April 17, 1994

Toni P. Cubillas NOTARY PUBLIC  
TONI P. CUBILLAS

RECEIVED FOR RECORD

Instr. No. 98-349  
This 2nd day of March  
A.D. 1993 at 1:25 o'clock PM  
and recorded in Record 92  
at page 37-39  
Walter L. Vance  
Recorder Pima County  
Recorder's Fee \$ 11.00



ADDENDUM

PERMANENT EASEMENT

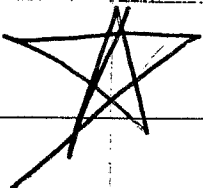
A part of the Northeast Quarter of Section Six (6), Township Two (2) South, Range Seven (7) West.

Commencing at the Northeast corner of the Northeast Quarter of the aforesaid Section; Thence south along the east section line 105 feet to the point of beginning; Thence in a southwesterly direction along the easterly right-of-way margin of Indiana State Highway #61 approximately 220 feet to a point on the northerly right-of-way margin of the Southern Railroad; Thence in a easterly direction along the right-of-way margin of the Southern Railroad 20 feet; Thence in a northeasterly direction parallel to the easterly right-of-way margin of Indiana State Highway #61, approximately 195 feet; Thence in a northerly direction along the east section line of the aforesaid Section approximately 20 feet to the point of beginning.

TEMPORARY WORK SPACE

Being a strip of land 30 feet in width lying parallel and contiguous to the above described permanent easement.

39  
39



OIL AND GAS LEASE

AGREEMENT, Made and entered into the 23rd day of November, 1983 by and between Donald F. Richardson and Martha Annabel Richardson, husband and wife hereinafter called lessor (whether one or more), and Richard P. Lefler and Robert A. Jackson, a/b/a Salem Oil Company hereinafter called lessee:

WITNESSETH: That the said lessor, for and in consideration of Five and 0/100 DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained or part of lessee to be paid, kept and performed, has granted, demised, leased, and let, and by these presents does grant, demise, lease, and let unto the said lessee for the sole and only purpose of mining and operating for oil and gas and of laying of pipe lines, and of building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Pike State of Indiana described as follows, to-wit:

A part of the Southwest Quarter of Section 32, Township 1 South, Range 7 West, described by metes and bounds as follows, to-wit:

Beginning at a bronze pin marking the Southwest corner of said Section 32, Township and Range aforesaid, and running thence North along the West line of said Section 522 feet; thence East 265 feet to the Southwest corner of the land hereinafter described; thence North 700 feet to the South bank of Patoka River; thence in a Southeasterly direction along the south bank of Patoka River 654 feet to a point where the center line of Indiana State Highway intersects the South edge of the concrete bridge floor of the Patoka River bridge; thence South 45 degrees 20 minutes West along the center line of said highway No. 61 for a distance of 399 feet; thence West 201 feet to the initial point above described containing 5 acres, more or less.

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 or gas, or either of them, is produced from said land by lessee. In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost into tank reservoirs or into the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline, a royalty of one-eighth (1/8) payable monthly at the prevailing market rate for gas; and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling on said land during the same time by making lessor's own connections with the well at lessor's own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, payable quarterly at the prevailing market rate at the mouth of the well.

If no well be commenced on said land on or before the 23rd day of November, 1984, this lease shall terminate as to both parties. 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 or 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 first mentioned.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid the said lessor only in the proportion which lessor's 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 lessee's operations thereon except water from the wells of lessor.

When requested by lessor, lessee shall bury lessee's pipe line below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by lessee's operations to growing crops on said lands and all damages.

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.

Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgment of lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit 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.

If the estate of either party hereto is assigned—and the privilege of assigning in whole or in part is expressly allowed—the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. 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 owners bears to the entire leased acreage.

Lessor hereby warrants and agrees to defend the title to the said lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgages, 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 the undersigned lessors, for themselves, 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.

Dated - 11 - 23 - 83

0 + 6

Recorded: 11 - 28 - 83

27/181

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

Donald F. Richardson (SEAL)

(SEAL)

Martha Annabel Richardson (SEAL)

(SEAL)

Prepared by Robert A. Jackson

Star symbol with 184

Assigned to Kieffer Petroleum 12-19-83 57-384

RIGHT - OF - WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to DONALD F. RICHARDSON and ANNABELL M. RICHARDSON, hereinafter referred to as GRANTOR, by The Town of Winslow, Indiana hereinafter referred to as the GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR, does hereby grant bargain, sell, transfer, and convey to the Grantee, its successor and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove any and all utility lines and appurtenances deemed necessary by the GRANTEE to insure the continued operation of GRANTEE'S system, over, across and through the land of the GRANTOR situate in Pike County, State of Indiana, said land being described as follows:

A portion of the Southwest Quarter of Section 32, Township 1 South, Range 7 West in the Town of Winslow, Indiana. (For prior deeds, see Deed Record 70, at page 235.)

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purposes of this easement.

The perpetual easement shall be 16 feet in width being 8 feet on each side of the sewer main as installed.

ALSO: A temporary easement 20 feet in width parallel and adjacent to the above described easement for the time of construction.

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

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

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 17th day of September 1992.

*Donald F. Richardson*  
Donald F. Richardson

*Annabell M. Richardson*  
Annabell M. Richardson

STATE OF INDIANA :  
SS :  
COUNTY OF PIKE :

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the above named DONALD F. RICHARDSON and ANNABELL M. RICHARDSON, Husband and Wife, and acknowledged the execution of the foregoing instrument to be his voluntary act and deed.

WITNESS, my hand and Notarial Seal this 17th day of September, 1992.

My Commission Expires:

05-03-94

Received this 29th day of September 1992  
at 3:00 O'clock PM. and sealed in record 90  
page 174 Anita R. Vance  
Recorder of Pike County for \$7.00

*Joetta M. Jones*  
Notary Public Joetta M. Jones

Resident of \_\_\_\_\_ Pike \_\_\_\_\_ County, Indiana.

Instrument prepared by Phillip Hindahl, Attorney-At-Law.

Note:  
This deed is not on Real Estate 70/235 wrong Book of Page #? See Re Record next page

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RIGHT - OF - WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to DONALD F. RICHARDSON and ANNABELL M. RICHARDSON, hereinafter referred to as GRANTOR, by The Town of Winslow, Indiana hereinafter referred to as the GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR, does hereby grant bargain, sell, transfer, and convey to the Grantee, its successor and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove any and all utility lines and appurtenances deemed necessary by the GRANTEE to insure the continued operation of GRANTEE'S system, over, across and through the land of the GRANTOR situate in Pike County, State of Indiana, said land being described as follows:

A portion of the Southwest Quarter of Section 32, Township 1 South, Range 7 West in the Town of Winslow, Indiana. (For prior deeds, see Deed Record 57, at page 32.)

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purposes of this easement.

The perpetual easement shall be 16 feet in width being 8 feet on each side of the sewer main as installed.

ALSO: A temporary easement 20 feet in width parallel and adjacent to the above described easement for the time of construction.

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

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

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 17th day of September 1992.

*Donald F. Richardson*  
Donald F. Richardson

*Annabell M. Richardson*  
Annabell M. Richardson

STATE OF INDIANA    :  
                          SS   :  
COUNTY OF PIKE    :

# 93-182    2nd    February 19 93  
3:50 PM    HE    91  
327    Arleta R. Nance  
7.00

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the above named DONALD F. RICHARDSON and ANNABELL M. RICHARDSON, Husband and Wife, and acknowledged the execution of the foregoing instrument to be his voluntary act and deed.

WITNESS, my hand and Notarial Seal this 17th day of September, 1992.

My Commission Expires:

05-03-94

Received this 24th day of September 19 92  
# 92-2073    3:04 PM    HE    90  
174    Arleta R. Nance  
7.00

*Joetta M. Jones*  
Notary Public    Joetta M. Jones

Resident of    Pike    County, Indiana.

Instrument prepared by Phillip Hindahl, Attorney-At-Law.

174

327



22.00

Form 162A

ELECTRIC DISTRIBUTION LINE EASEMENT

07/1988

THIS INDENTURE WITNESSETH, That DONALD E. RICHARDSON AND ANNABEL M. RICHARDSON of PIKE County, State of INDIANA, hereinafter called "Grantor", whether one or more, for and in consideration of the sum of One Dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT and CONVEY unto SOUTHERN INDIANA GAS AND ELECTRIC COMPANY, an Indiana corporation whose mailing address is 20 NW FOURTH STREET, P.O. Box 569, EVANSVILLE, INDIANA, 47704-0569, its successors, assigns, and lessees (hereinafter collectively referred to as the "COMPANY"), an easement with the right to construct, inspect, maintain, operate, repair, alter, relocate, enlarge, rebuild and remove one or more electric lines underground and one or more electric lines above ground upon one (1) line of supporting structures, together with guy wires, anchors, cables and such other appliances, fixtures, equipment and appurtenances as may be convenient or necessary for the transmission of electric energy, upon, over, under and across a strip of land TEN (10) feet in width, the approximate center line of which is shown upon the plat which is attached hereto, made a part hereof, and marked "Exhibit A", together with the right of ingress and egress over the lands of Grantor to and from said line in the exercise of the rights herein granted, provided, that in the exercise of such rights the COMPANY will, whenever practicable to do so, use regularly established highways or roadways.

The real estate of Grantor upon, over and across which said easement and right-of-way shall be laid out and located is situated in PATOKA Township, PIKE County, State of Indiana, and is more particularly described as follows:

Part of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 32, Township 1 South, Range 7 West and being the same property as described in Deed Record 72, Page 568 and Deed Record 76, Page 563, in the office of the Recorder of Pike County, Indiana.

Grantor for the same consideration further grants to the COMPANY the right to trim or remove, at COMPANY'S sole discretion, any and all trees located within said strip of land, and the right to trim or remove, at COMPANY'S sole discretion, any and all trees located outside said strip of land that are of such height that in falling directly to the ground they could come in contact with said electric lines, and the right to remove brush or other obstructions from said strip of land.

Subject to the right herein granted to the COMPANY, the Grantor reserves the right to use and enjoy the land included within said easement and right-of-way, but no buildings, structures, equipment, machinery, or any other type of improvement or property, either of a permanent or temporary nature, shall be located or maintained within said strip of land.

IN WITNESS WHEREOF, this instrument is executed this 11th day of Oct, 1996.

Printed DONALD E. RICHARDSON (SEAL)

Printed ANNABEL M. RICHARDSON (SEAL)

Donald E. Richardson (Signature) (SEAL)  
Printed DONALD E. RICHARDSON

Annabel M. Richardson (Signature) (SEAL)  
Printed ANNABEL M. RICHARDSON

STATE OF Indiana )  
COUNTY OF PIKE )SS:

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared the within named DONALD E. AND ANNABEL RICHARDSON and acknowledged the execution of the foregoing Electric Distribution Line Easement.

WITNESS my hand and Notarial Seal this 11th day of Oct, 1996.

I reside in Pike County, State of Indiana  
2-11-2000 and my commission expires:

Richard A. Tidale (Signature)  
Notary Public  
Richard A. Tidale (Printed)

THIS INSTRUMENT WAS PREPARED BY C. E. OSWALD, JR. WITH INSERTIONS By: J. G. FAULK

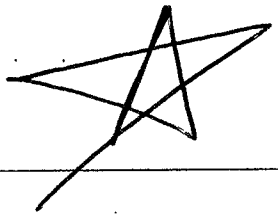
W.O. # 3104520

DWG. # 10732-3

96-2406

Received this 8 day of Nov, 19 96  
at 9:35 o'clock A.M. and recorded in record 1318  
page 119-120  
Recorder of Pike County. Fee 22.00

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# RECEIVED FOR RECORD

Instr. No. 05-2021  
This 29<sup>th</sup> day of November  
A.D. 2005 at 9:00 o'clock A.M.  
and recorded in Record 143  
at page 269-270  
Tom Edgington  
Recorder Pike County

Recorder's Fee 12.00 **WATER LINE EASEMENT**

## KNOW ALL MEN BY THESE PRESENTS:

That in consideration for One Dollar (\$1.00) and other good and valuable consideration paid to DONALD F. RICHARDSON and ANNABEL RICHARDSON hereinafter referred to as GRANTOR, by Pike-Gibson Wafer, Inc., hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove a water line to extend a water service line from existing water line east to property owned by E & D Klumper Corporation, over, across, and through the land of the GRANTOR situated in Pike County, State of Indiana, said land being more particularly described as follows:

A part of the Southwest Quarter of Section 32, Township 1 South, Range 7 West, described by metes and bounds as follows, to-wit: Beginning at a bronze pin marking the Southwest corner of said Section 32, Township and Range aforesaid, and running thence North along the West line of said Section 522 feet; thence East 265 feet to the Southwest corner of the land hereinafter described; thence North 700 feet to the South bank of Patoka River; thence in a Southeasterly direction along the south bank of Patoka River 654 feet to a point where the center line of Indiana State Highway intersects the South edge of the concrete bridge floor of the Patoka River bridge; thence South 45 degrees 20 minutes West along the center line of said highway No 61 for a distance of 399 feet; thence West 201 feet to the initial point above described containing 5 acres, more or less.

together with the right of ingress and egress over the adjacent lands of the GRANTOR, their successors and assigns, for the purposes of this easement.

The easement shall be twenty (20) feet in width, the center line of which is the water line as finally installed.

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

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTORS, their successors and assigns, and the GRANTEE, its successors and assigns.

It is requested that the Pike County Recorder cross-index this Easement to the Grantor's Deed which is recorded in Deed Record 72 at page 568 in said Recorder's Office.



269

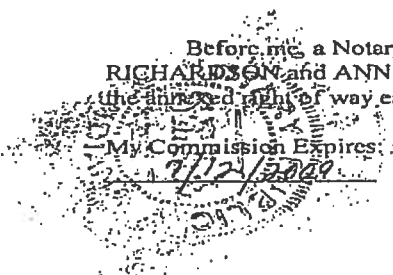
12

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 23 day of November, 2005.

*Donald F. Richardson*  
DONALD F. RICHARDSON

*Annabel Richardson*  
ANNABEL RICHARDSON

Before me a Notary Public, this 23 day of November, 2005, DONALD F. RICHARDSON and ANNABEL RICHARDSON, each of whom acknowledged the execution of the annexed right of way easement deed.



*Laurianna C. Williams*  
Laurianna C. Williams Notary Public  
Residing in Pike County, Indiana

**Instrument Prepared by:**

Lincoln A. Baker  
Counselor and Attorney at Law  
818 Main Street  
Petersburg, IN 47567  
Tel: (812) 354-8201

C:\AW\1320\casement.vpd

**FILED**

NOV 23 2005

*Harold Smith*  
AUDITOR - PIKE COUNTY

270

**RECEIVED FOR RECORD**

Instr. No. 05-3022  
This 29<sup>th</sup> day of November  
A.D. 2005 at 7:01 o'clock A. M.  
and recorded in Record 143  
at page 271-272  
Jam E. Dringler  
Recorder Pike County  
Recorder's Fee 12.00

**GRANT OF EASEMENT**

WITNESSETH, that E & D Kluemper Corporation, by EDWARD J. KLUEMPER, President and DEANNA K. KLUEMPER, Secretary, of Pike County, Indiana, do hereby grant unto DONALD F. RICHARDSON and ANNABEL RICHARDSON, Husband and Wife, their agents, successors or assigns an easement, for the purpose stated herein, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency are hereby acknowledged, upon certain of our real estate located in Pike County, State of Indiana, which real estate may be described as to-wit:

Part of the Southwest Quarter of Section 32, Township 1 South, Range 7 West, described by metes and bounds as follows: Beginning at a bronze pin marking at the southwest corner of said Section 32 and running thence north 522 feet thence east 265 feet, thence north 700 feet to the south bank of Patoka River, thence in a southeasterly direction along the south bank of Patoka River 654 feet to a point where the centerline of Indiana State Highway No. 61 intersects the south edge of the concrete bridge floor of the Patoka River Bridge, thence south 45 degrees 20 minutes west along the centerline of said highway 84 feet to the place of beginning, running thence south 45 degrees 20 minutes west along said centerline 165 feet, thence north 45 degrees 20 minutes west 100 feet, thence north 45 degrees 20 minutes east 165 feet parallel to the centerline of said highway, thence southeast 100 feet to the place of beginning and containing .38 of an acre, more or less.

Said easement shall be the purposes of erection, construction, installation, lay, and thereafter use, operate, inspect, repair, maintain, replace and remove a gas line from the existing gas line located near the southern boundary of the above described tract to the adjoining tract owned by the Grantees herein in the most direct manner. Said easement shall extend ten (10) feet on either side of the gas line as finally constructed.

The Grantor further agree with the Grantees that the phrase "with written consent of Grantee only", as the same appears in a certain Corporate Warranty Deed dated March 16, 1973 and recorded March 19, 1973 in Deed Record 82 at page 295 in the Pike County Recorder's Office wherein the Grantees herein were the Grantors to the predecessor in interest of the Grantor herein is hereby stricken, shall be deemed to be removed, null, void and of no effect.

The easement herein reserved shall run with the land, and shall inure to the benefit and use of E & D Kluemper Corporation, as owner of the contiguous land hereinabove mentioned, its heirs, and assigns, as well as to the benefit and use of the Grantees herein, their heirs and assigns.

The undersigned corporate officers affirm under penalties for perjury that they are the duly appointed and acting President and Secretary, respectively of said Corporation and executing this easement for and on behalf of the Board of Directors pursuant to duly adopted resolution of said Board of Directors, all requisite Corporate action and authority having been taken and granted.

It is requested that the Pike County Recorder cross-index this Easement to the Grantor's Deed which is recorded in Deed Record 186 at page 238, and to the Deed referenced hereinabove which is recorded in Deed Record 82 at page 295 in said Recorder's Office.

*Benefits JS*



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IN WITNESS WHEREOF, said Grantor, E & D Kluemper Corporation, by EDWARD J. KLUEMPER, President and DEANNA K. KLUEMPER, Secretary, respectively, for an on behalf of the Board of Directors of said Corporation, has hereunto set its hand and seal this 23 day of November, 2005.

E & D Kluemper Corporation

by: Edward J. Kluemper  
Edward J. Kluemper, President

Deanna K. Kluemper  
Deanna K. Kluemper, Secretary

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF PIKE        )

Before me, a Notary Public in and for said County and State, personally appeared EDWARD J. KLUEMPER and DEANNA K. KLUEMPER, President and Secretary, respectively of E & D Kluemper Corporation, each of whom acknowledged execution of the foregoing Grant of Easement for and on behalf of the Board of Directors of said Corporation, and who, having been duly sworn, stated that the representations therein contained are true.

IN WITNESS, my hand and Notarial Seal this 23 day of November, 2005.  
Lauriana C. Williams  
Lauriana Williams Notary Public  
Residing in Pike County, IN

Instrument Prepared by:  
LINCOLN A. BAKER  
Attorney at Law  
818 Main Street  
Petersburg, IN 47567

CAW1320\richesmt.wpd

**FILED**

Laura C. Williams  
AUDITOR - PIKE COUNTY

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