



American Land Title Association

Commitment for Title Insurance
2021 v.01.00 (07-01-2021)

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

ATA NATIONAL TITLE GROUP, LLC

HOLLY M. JACKSON
AUTHORIZED SIGNATORY

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111

By

President

Attest

Secretary

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: ATA National Title Group, LLC
Issuing Office: 8335 Keystone Crossing, Ste. 104
Indianapolis, IN 46240
Ph:(317) 808-9600 Fax:(317) 808-9619
Issuing Office's ALTA® Registry ID: 1033513
Issuing Office File Number: 26991845-NIN
Property Address: 10532 N. Carthage Pike, Carthage, IN 46115, 0 N. Carthage Pike, Carthage, IN 46115, 10237 N.
Carthage Pike, Carthage, IN 46115
Revision Number:

SCHEDULE A

1. Commitment Date: March 31, 2026, at 8:00 am
2. Policy to be issued: Proposed Policy Amount
 - (a) ALTA® OWNERS POLICY WITH STANDARD EXCEPTIONS TBD
Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below**
 - (b) ALTA® LOAN POLICY WITH STANDARD EXCEPTIONS TBD
Proposed Insured: **Lender with contractual loan obligations to the contractual purchaser of the vested owner identified at item 4 below**
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:
Juliann Davis, an undivided one-half (1/2) interest and Steve Craney and Jon Craney, an undivided one-half (1/2) interest, as tenants in common
5. The Land is described as follows: Situated in the County of Rush, State of Indiana

SEE EXHIBIT A

ATA National Title Group, LLC

Holly M. Jackson
AUTHORIZED SIGNATORY

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Exhibit "A"

The Land is described as follows: Situated in the County of Rush, State of Indiana

Twenty four (24) acres of land off of the West side of the South West Quarter of Section nine (9), township fifteen (15), range nine (9) east.

ALSO, the south east quarter of Section eight (8), township fifteen (15) range nine (9) east.

ALSO, beginning at a point thirty four (34) rods North of the North East corner of the North West quarter of Section seventeen (17), township fifteen (15), range nine (9) east, thence west to the Center of Blue River, thence northward with the meanderings of the River to the East line of the South West Quarter of Section eight (8), township fifteen (15), range nine (9) east, thence south on said line to the place of beginning, containing four (4) acres, more or less.

And containing in all one hundred eighty-eight (188) acres, more or less.

LESS AND EXCEPT that property deeded to the Rush County Board of Commissioners in that Warranty Deed recorded September 21, 2007 as Instrument Number [200700002890](#) and further described as follows:

A part of the South Half of Section 8, Township 15 North, Range 9 East, Rush County, Indiana, and being a part of the land described in Miscellaneous Record 2, pages 244-248, Office of the Recorder of Rush County, more particularly described as follows:

Beginning on the east line of the southwest quarter of said section North 0 degrees 04 minutes 15 seconds West (assumed bearing) 514.52 feet from the southeast corner of said quarter section; thence continuing North 0 degrees 04 minutes 15 seconds west 63.96 feet along said east line to east corner of a tract of land described in Deed Record 148, pages 346-347, (Office of the Recorder of Rush County); thence South 09 degrees 51 minutes 49 seconds West 66.12 feet along the north line of said tract of land; thence North 52 degrees 34 minutes 18 seconds East 281.53 feet; thence North 61 degrees 06 minutes 09 seconds East 101.12 feet; thence North 29 degrees 03 minutes 22 seconds East 105.30 feet; thence North 50 degrees 40 minutes 24 seconds East 96.02 feet; thence North 46 degrees 54 minutes 40 seconds East 195.85 feet; thence North 43 degrees 51 minutes 14 seconds East 300.38 feet; thence North 45 degrees 16 minutes 50 seconds East 100.28 feet to the northwestern boundary of Carthage Pike; thence North 40 degrees 59 minutes 29 seconds East 1,026.32 feet along the northwestern boundary of said Carthage Pike; thence along said boundary Northeasterly 580.44 feet along an arc to the right and having a radius of 1,932.36 feet and subtended by a long chord having a bearing of North 49 degrees 35 minutes 48 seconds East and a length of 578.26 feet; thence North 47 degrees 14 minutes 15 seconds East 104.21 feet; thence North 70 degrees 56 minutes 53 seconds East 102.50 feet; thence North 63 degrees 12 minutes 43 seconds East 55.90 feet to the north line of the southeast quarter of said section; thence North 89 degrees 42 minutes 15 seconds East 148.15 feet along the north line of said quarter section; thence South 53 degrees 44 minutes 58 seconds West 23.81 feet; thence South 89 degrees 46 minutes 37 seconds west 22.36 feet; thence South 63 degrees 12 minutes 43 seconds West 145.00 feet; thence South 48 degrees 17 minutes 04 seconds West 101.48 feet; thence South 53 degrees 46 minutes 20 seconds West 193.95 feet; thence South 59 degrees 36 minutes 39 seconds west 97.10 feet; thence South 46 degrees 14 minutes 29 seconds West 193.36 feet; thence South 38 degrees 45 minutes 39 seconds West 96.58 feet; thence South 42 degrees 05 minutes 48 seconds West 70.59 feet; thence South 40 degrees 59 minutes 29 seconds West 526.32 feet; thence South 39 degrees 33 minutes 34 seconds West 200.06 feet; thence South 46 degrees 42 minutes 08 seconds West 100.50 feet; thence South 55 degrees 01 minute 40 seconds West 103.08 feet; thence South 44 degrees 15 minutes 43 seconds west 175.29 feet; thence South 40 degrees 59 minutes 29 seconds West 191.39 feet to the northern line of the Wood Subdivision; thence North 68 degrees 12 minutes 36 seconds West

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42.36 feet along the northern line of said subdivision to the north corner of said subdivision being on the centerline of Bald Carthage Pike; thence South 40 degrees 59 minutes 29 seconds West 142.47 feet along the centerline of said Carthage Pike to the west corner of said subdivision; thence South 68 degrees 12 minutes 36 seconds East 42.36 feet along the southern line of said subdivision; thence South 38 degrees 03 minutes 06 seconds West 92.11 feet; thence South 45 degrees 48 minutes 54 seconds West 205.74 feet; thence South 54 degrees 32 minutes 23 seconds West 82.55 feet; thence South 52 degrees 34 minutes 18 seconds West 319.82 feet; thence South 32 degrees 51 minutes 20 seconds West 59.28 feet to the east boundary of County Road 550 West; thence South 89 degrees 55 minutes 45 seconds West 15.00 feet to the point of beginning and containing 6.159 acres, more or less, inclusive of the presently existing right of way which contains 3.096 acres, more or less, for a net additional taking of 3.063 acres, more or less.

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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.
5. A disclosure of Sales Information form prescribed by the State Board of Tax Commissioners pursuant to IC 6-1.1-5.5, must be filed with the subject property's domiciled county auditor's office prior to recording the deed conveying the property to be insured herein.
6. By virtue of Indiana Code 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with closings occurring on or after July 1, 2006. The fee should be designated in the 1100 series of the HUD form as a TIEFF. (Title Insurance Enforcement Fund Fee).
7. Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmative statement: "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name)." See Indiana Code 36-2-11-15.
8. 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 irrevocable wire transfer. Funds received from any party in an amount less than \$10,000.00 may be in the form of 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.
9. Our search did not disclose any open or outstanding monetary liens of record. Please supply the Company with the existing creditor or lienholder information, if any.
10. This commitment may be subject to further requirements upon identity verification of the Seller.
11. Execute and deliver an Owner's and/or Borrower's Affidavits in a form satisfactory to Company.
12. Warranty Deed from recited owner to recited purchaser.
13. Mortgage executed by recited purchaser to recited mortgagee in the amount indicated.

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14. ATA National Title Group, LLC completed a judgment and bankruptcy search against the current owner(s) of record and found the following:

Lawsuit

Entered: February 18, 2026

Case No.: [70D01-2410-PL-000460](#)

Plaintiff(s): Steve Craney and Jon Craney

Defendant(s): Juliann Davis

Plaintiffs attorney of record: Steven M. Elsbury (317) 462-8848

Settlement Agreement provides that real estate property to be sold and the net proceeds of the sale shall be divided as follows: 25% to Steve Craney; 25% to Jon Craney, and 50% to Juliann Davis.

15. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
16. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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SCHEDULE B, PART II
EXCEPTIONS

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:

1. Rights or claims of parties in possession not shown by the Public Records.
- 2.. Any facts, rights, interests or claims not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof of the Land.
3. Easements, claim of easements or encumbrances that are not shown in the Public Records and existing water, mineral, oil and exploration rights.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any lien or right to lien for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. The lien, if any, of real estate taxes, assessments, and/or water and sewer charges, not yet due and payable or that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records; including the lien for taxes, assessments, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the effective date. The Company assumes no liability for the tax increases occasioned by the retroactive revaluation or changes in the Land usage.
7. 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
8. Real estate taxes assessed in the year 2025, payable in two installments, due by May 10 and November 10, 2026

Assessed in the name of: Davis, Juliann und 1/2 int & Steve Craney and Jon Craney und 1/2 int TIC

Parcel No.: 70-02-08-400-001.000-008 (156.526 acres)

Taxing Unit/Code: Ripley Township

Land: \$322,400.00

Improvements: \$167,000.00

Homeowners Exemptions: \$48,000.00

Other Exemptions: \$79,100.00

May installment of \$3,710.42 Unpaid

November installment of \$3,710.42 Unpaid

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NOTE: The taxes above are lower if tax exemptions are showing. The taxes above will increase if the seller acquired the property within the last two calendar years, and did not refile any exemptions. Contact the local Assessor if you have any questions about the current status of exemptions and how they will affect taxes payable subsequent to closing.

9. Drainage/Ditch Assessment for the year 2026 to be paid with the real estate taxes: May installment of \$113.05 Unpaid; November installment of \$113.05 Unpaid.
10. Real estate taxes assessed in the year 2025, payable in two installments, due by May 10 and November 10, 2026

Assessed in the name of: Davis, Juliann und 1/2 int & Steve Craney and Jon Craney und 1/2 int TIC
Parcel No.: 70-02-09-300-001.000-008
Taxing Unit/Code: Ripley Township
Land: \$27,400.00
Improvements: \$0.00
Other Exemptions: \$1,644.00
May installment of \$271.65 Unpaid
November installment of \$271.65 Unpaid
11. Drainage/Ditch Assessment for the year 2026 to be paid with the real estate taxes: May installment of \$12.66 Unpaid; November installment None Due.
12. Real estate taxes assessed in the year 2025, payable in two installments, due by May 10 and November 10, 2026

Assessed in the name of: Davis, Juliann und 1/2 int & Steve Craney and Jon Craney und 1/2 int TIC
Parcel No.: 70-02-08-400-002.000-008
Taxing Unit/Code: Ripley Township
Land: \$52,500.00
Improvements: \$26,900.00
Other Exemptions: \$4,764.00
May installment of \$787.18 Unpaid
November installment of \$787.18 Unpaid
13. Drainage/Ditch Assessment for the year 2026 to be paid with the real estate taxes: May installment of \$18.34 Unpaid; November installment os \$18.34 Unpaid.
14. Taxes for the year 2026 and all subsequent years are undetermined and a lien, but not yet due and payable.
15. Perpetual Easement for Ingress and Egress granted to the Board of Commissioners of Rush County, Indiana, recorded June 12, 2018 as Instrument Number [2018001264](#).
16. Perpetual Drainage Easement granted to the Board of Commissioners of Rush County, Indiana, recorded June 12, 2018 as Instrument Number [2018001263](#).
17. Terms and provisions of a timber contract, as evidenced by that Affidavit of Timber Contract made by and between Mary G. Wood, as Seller, and Pike Lumber Company, Inc., as Buyer, recorded April 15, 2013 as Instrument Number [2013001078](#).

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18. Temporary Right-of-Way Grant to the County of Rush recorded April 8, 2008 as Instrument Number [200800000855](#).
19. Temporary Right-of-Way Grant to the County of Rush recorded April 8, 2008 as Instrument Number [200800000854](#).
20. Easement for Private Road granted to Lynn G. Wilfong and Barbara H. Wilfong recorded December 16, 1983 in [Book 132, Page 49](#).
21. Easement for Private Road granted to Lynn G. Wilfong and Barbara H. Wilfong recorded December 16, 1983 in [Book 132, Page 48](#).
22. Right of Way Easement granted to Rush County Rural Electric Membership Corporation recorded June 8, 1983 in [Book 131, Page 573](#).
23. Terms and provisions of an Oil and Gas Lease recorded October 5, 1981 in [Book 47, Page 314](#).
24. Drainage easement as evidenced by that Clerk's Deed of Easement recorded August 11, 1972 in [Book 42, Page 449](#).
25. Rights of drains, ditches, tiles, feeders and laterals, as applicable.
26. Rights of the Public, the State of Indiana, and the Municipality in and to that part of the premises in question taken or used for roadway purposes.
27. Set-back and use restrictions, possible maintenance and reconstruction assessments; and all rights of others entitled to the continued uninterrupted flow of the water through a Legal Drain, if any. Indiana Drain Code IC 36-9-27-33
28. Leases, grants, exceptions, or reservation of minerals or mineral rights, if any, appearing in the public records.
29. Any reference to acreage in the legal description is for description purposes only and is not an assurance of the quantity of land.

THE FOLLOWING NOTE IS FOR INFORMATIONAL PURPOSES ONLY:

The following deed(s) affecting said land were recorded within 24 months of the date of this report:

Grantor Gregory Wood, an undivided one-half interest; Grantee Steve Craney and Jon Craney; Recorded October 24, 2023 Instrument Number 2023002365.

Affidavit of Survivorship of Mary Gertrude Woods; Grantee Juliann Davis and Gregory Wood, each to an undivided one-half (1/2) interest, as tenants in common; Recorded on September 5, 2023 Instrument Number 2023001957.

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NO TRANSFER NECESSARY
6-11, 2018
Gadi Ham
AUDITOR RUSH COUNTY, INDIANA

2018001264 NC/E \$0.00
06/12/2018 07:52:07A 5 PGS
Kevin Spilman
Rush County Recorder IN
Recorded as Presented


PERPETUAL EASEMENT (FOR INGRESS AND EGRESS)

Key No.: 70-02-08-400-001.000-008
Cross Ref.: Instrument No. 4059; Bk 2 Page 244

Parcel 2C
Page 1 of 3

THIS INDENTURE WITNESSETH, That **Mary Gertrude Wood a/k/a Mary Gertrude Woods**, the Grantor, 10532 North Carthage Pike, Carthage, Indiana 46115, County of Rush, in the State of Indiana Grants to **BOARD OF COMMISSIONERS OF RUSH COUNTY, INDIANA**, the Grantees, 101 E. 2nd Street, Rushville, Indiana, 46173, County of Rush, in the State of Indiana, for and in consideration of the sum of Three Thousand One Hundred and Ten Dollars (\$3,110.00), and other valuable consideration, the receipt of which is hereby acknowledged, a perpetual easement in under, over, along and upon certain Real Estate of the Grantor situated in the County of Rush, State of Indiana, which is more particularly described in the legal description attached hereto as Exhibit "B" of which exhibit is incorporated herein by reference, for the purpose of the ingress and egress.

The Grantees, their successors in title, employees, agents, contractors, subcontractors and/or invitees, and assigns, shall have the right to enter in, over, and through the area of the said Real Estate to, clean, repair and generally maintain the drainage easements and the said ingress and egress and to remove any existing or future crops, trees, shrubbery or other woody vegetation there from.

The Grantor, and their successors in title, may use the area of said Real Estate in any manner not inconsistent with the Grantees' operation of said ingress and egress, or the provisions of this grant, provided, however, that neither the Grantor nor the Grantors' successors in title shall erect any permanent structure, nor plant any trees, shrubbery or other woody vegetation, within the area of said Real Estate without the prior express written consent of the Grantee.

The Grantees, their successors in title, agents and assigns shall maintain the ingress and egress easement and its appurtenances, indemnify and hold harmless the Grantor and the Grantor's successors in title, officers, agents and assigns.

Any such permanent or temporary structures, trees, shrubbery, woody vegetation or crops may be removed, damaged or destroyed by the Grantees, their respective employees, agents, contractors, subcontractors and assigns entering the Real Estate pursuant to the terms of this grant without liability or payment thereof.

Grantor warrants that Grantor is the Owner in fee simple of said real estate, lawfully seized thereof and has a good right to grant and convey the foregoing easement; warrant the quiet use and enjoyment thereof; warrant that said Real Estate is free from all encumbrances inconsistent with the Grant contained herein. The easement granted herein, and its associated benefits and obligations, shall run with said Real Estate and be binding upon the Grantor and all successors and assigns. This indenture shall bind and inure to the benefit of the successors and assigns of the Grantees.

This conveyance is subject to any and all easements, conditions and restrictions of record.

IN WITNESS WHEREOF, the said Grantor has executed this instrument this 29th day of March, 2018.

Mary Gertrude Wood
Signature

Signature

Mary Gertrude Wood aka Mary Gertrude Woods
Printed Name

Printed Name

STATE OF INDIANA)

) SS:

COUNTY OF RUSH)

Before me a Notary Public in and for said State and County, personally appeared Mary Gertrude Wood a/k/a Mary Gertrude Woods, the Grantor in the above conveyance, and acknowledge the execution of the same on the date aforesaid to be a voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 29th day of March, 2018.
My Commission Expires:

Stephanie A Pritchett
NOTARY PUBLIC SIGNATURE

Stephanie A Pritchett
PRINTED NAME

Stephanie A Pritchett
Notary Public
Seal
Henry County, State of Indiana
My Commission Expires
September 24, 2025

A resident of Henry County, Indiana

My Commission expires September 24, 2025

This instrument prepared by:
Leigh S. Morning, Attorney at Law
226 N. Main Street
Rushville, IN 46173
Telephone: (765) 938-2529

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, Leigh S. Morning Attorney.

EXHIBIT "B"

**PARCEL 2C
CARTHAGE PIKE
MARY GERTRUDE WOOD, ET AL**

Sheet: 1 of 2

A part of the South Half of Section 8, Township 15 North, Range 9 East, Rush County, Indiana, and being a part of the land described in Miscellaneous Record 2, pages 244-248, Office of the Recorder of Rush County, more particularly described as follows: Beginning on the east line of the southwest quarter of said section North 0 degrees 04 minutes 15 seconds West (assumed bearing) 628.88 feet from the southeast corner of said quarter section being a point on the northwestern boundary of Carthage Pike per Instrument 200700002890 (Office of the Recorder of Rush County); thence South 52 degrees 34 minutes 18 seconds West 41.66 feet along the northwestern boundary of said Carthage Pike; thence North 37 degrees 25 minutes 42 seconds West 104.89 feet to the center of Blue River; thence North 24 degrees 44 minutes 36 seconds East 33.96 feet along the center of said Blue River; thence North 28 degrees 25 minutes 34 seconds West 191.62 feet along the center of said Blue River; thence North 86 degrees 15 minutes 52 seconds East 216.32 feet; thence North 82 degrees 31 minutes 04 seconds East 279.99 feet; thence North 46 degrees 54 minutes 39 seconds East 240.96 feet; thence North 42 degrees 08 minutes 14 seconds East 500.10 feet; thence North 40 degrees 59 minutes 29 seconds East 200.00 feet; thence South 49 degrees 00 minutes 31 seconds East 37.50 feet to the northwestern boundary of said Carthage Pike; thence along said northwestern boundary the following eight (8) courses: 1) South 40 degrees 59 minutes 29 seconds West 300.00 feet; 2) South 45 degrees 16 minutes 50 seconds West 100.28 feet; 3) South 43 degrees 51 minutes 14 seconds West 300.37 feet; 4) South 46 degrees 54 minutes 40 seconds West 195.85 feet; 5) South 50 degrees 40 minutes 24 seconds West 96.02

This description was prepared for Rush County Board of Commissioners by Butler, Fairman & Seufert, Inc. using last deeds of record obtained from the Office of the Rush County Recorder.

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EXHIBIT "B"

PARCEL 2C
CARTHAGE PIKE
MARY GERTRUDE WOOD, ET AL

Sheet: 2 of 3

feet; 6) South 29 degrees 03 minutes 22 seconds West 105.30 feet; 7) South 61 degrees 06 minutes 09 seconds West 101.12 feet; 8) South 52 degrees 34 minutes 18 seconds West 198.34 feet to the point of beginning and containing 2.588 acres, more or less.

Given under my hand and seal this 20th day of February, 2018.



A handwritten signature in cursive script, reading "Brent A. Friend", written over a horizontal line.

Brent A. Friend, L.S.
Registered Land Surveyor
State of Indiana, Surveyor No. 20100039

This description was prepared for Rush County Board of Commissioners by Butler, Fairman & Seufert, Inc. using last deeds of record obtained from the Office of the Rush County Recorder.

r:\3828\document\row\rweng\legals\p002-wood-construction easement revised.doc

NO TRANSFER NECESSARY
6-11, 20 18
Godi Barr
AUDITOR RUSH COUNTY, INDIANA

2018001263 NC/E \$0.00
06/12/2018 07:52:07A 6 PGS
Kevin Spilman
Rush County Recorder IN
Recorded as Presented


Form PHE-1
Rev. 7-1-07

PERPETUAL DRAINAGE EASEMENT

KEY NO.: 70-02-08-400-001.000-008
CROSS REF.: Book 2 page 244

Project: 0400040
Parcel: 2D
Page: 1 of 3

THIS INDENTURE WITNESSETH, That **Mary Gertrude Wood a/k/a Mary Gertrude Woods** the Grantor, 10532 North Carthage Pike, Carthage, Indiana 46115, County of Rush, State of Indiana, Convey and Warrant to the **BOARD OF COMMISSIONERS OF RUSH COUNTY, INDIANA**, the Grantees, 101 E. 2nd Street, Rushville, Indiana, 46173, County of Rush, in the State of Indiana, for and in consideration of the sum of Three Hundred and Forty Dollars (\$340.00) (of which said sum \$0.00 represents land encumbered and improvements acquired and \$340.00 represents damages) and other valuable consideration, the receipt of which is hereby acknowledged, a perpetual easement and right of way in, under and upon certain Real Estate situated in the County of Rush, State of Indiana, and which is more particularly described in the legal description attached hereto as Exhibit "A" and depicted upon the Parcel Plat attached hereto as Exhibit "B", both of which exhibits are incorporated herein by reference, for the purpose of the construction, reconstruction, maintenance, operation and repair thereupon of a drainage facility and appurtenances thereto, which said appurtenances may include but are not limited to, pipes, culverts and like features necessary for the said drainage facility.

This conveyance is subject to any and all easements, conditions and restrictions of record.

Grantee, its employees, agents, contractors, subcontractors and assigns shall have the right to enter in, under, over, along and upon the area of the said drainage easement conveyed herein at will to construct, reconstruct, maintain, and continue to operate the drainage facility and appurtenances thereon and to remove from the said area any encroaching trees or other vegetation, buildings or other obstructions to the free and unobstructed use of the said drainage easement, and to make such alteration and improvements to the drainage facility and appurtenances as the Grantee may deem necessary or useful. The Grantee may also, without further permission of the Grantor or the Grantor's successors in title, bargain, convey or otherwise permit the use and/or occupancy of the area of the said drainage easement to place, replace, maintain, and repair drainage facilities.

Grantor and her successors in title, covenants and agrees not to erect, maintain or allow to continue within the area of the said drainage easement any building, structure, fence, plantings or other obstruction to the Grantee's free and unobstructed use of the said drainage easement, drainage facilities or appurtenances thereto without the prior express written permission of the Grantee. Such permission shall not be effective unless and until recorded.

Project: 0400040

Parcel: 2D

Page: 2 of 3

Grantors warrants that she is the owner in fee simple of said Real Estate, lawfully seized thereof and has/have a good right to grant and convey the foregoing easement; warrants the quiet use and enjoyment thereof; warrants that said Real Estate is free from all encumbrances inconsistent with the Grant contained herein; and warrants that she will defend Grantee's title in said easement and right of way against all claims. This easement and right of way granted herein, and its associated benefits and obligations, shall run with said Real Estate. This indenture shall bind and inure to the benefit of the successors and assigns of the Grantee.

IN WITNESS WHEREOF, the said Grantor has executed this instrument this 29th day of March, 2018.

Mary Gertrude Wood
Signature

Signature

Mary Gertrude Wood aka Mary Gertrude Woods

Printed Name

STATE OF INDIANA:

SS:

COUNTY OF RUSH:

Before me, a Notary Public in and for said State and County, personally appeared Mary Gertrude Wood aka Mary Gertrude Woods, the Grantor in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be her voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

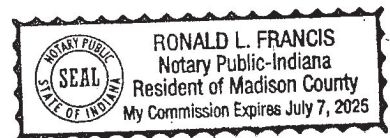
Witness my hand and Notarial Seal this 29th day of March, 2018.

Ronald L. Francis
Signature

Ronald L. Francis
Printed Name

My Commission expires July 7, 2025

I am a resident of MADISON County.



This instrument prepared by:
Leigh S. Morning, Attorney at Law
226 N. Main Street
Rushville, IN 46173
Telephone: (765) 938-2529

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, Leigh S. Morning Attorney.

EXHIBIT "A"
PARCEL 2D
CARTHAGE PIKE
MARY GERTRUDE WOOD, ET AL

Tax I.D.:70-02-08-400-001.000-008

Sheet: 1 of 2

A part of the South Half of Section 8, Township 15 North, Range 9 East, Rush County, Indiana, and being a part of the land described in Miscellaneous Record 2, pages 244-248, Office of the Rush County Recorder and a part of the grantors' land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked Exhibit "B", described as follows:

Commencing at the southeast corner of the southwest quarter of said section, designated as point "40131" on said plat; thence North 0 degrees 04 minutes 15 seconds West (bearings based on Instrument No. 201000002268, Office of said Recorder) 628.88 feet along the east line of said quarter section being a point on the northwestern boundary of Carthage Pike per Instrument 200700002890 (Office of the Recorder of Rush County); thence South 52 degrees 34 minutes 18 seconds West 41.66 feet along said northwestern boundary to the point of beginning, designated as point "70263" on said plat: thence continuing South 52 degrees 34 minutes 18 seconds West 41.53 feet along said boundary to the north line of a tract of land described in Deed Record 148, pages 346-347, (Office of the Recorder of Rush County)

This description was prepared for Rush County Board of Commissioners by Butler, Fairman & Seufert, Inc. using last deeds of record obtained from the Office of the Rush County Recorder.

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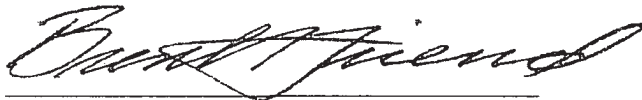
EXHIBIT "A"
PARCEL 2D
CARTHAGE PIKE
MARY GERTRUDE WOOD, ET AL

Tax I.D.:70-02-08-400-001.000-008

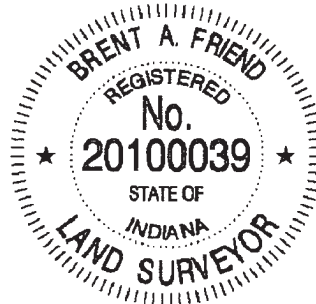
Sheet: 1 of 2

thence South 89 degrees 51 minutes 49 seconds West 80.88 feet along said north line to the center of Big Blue River, being a southwest corner of the grantor's land; thence North 24 degrees 44 minutes 36 seconds East 119.71 feet along the west line of the grantor's land to the point designated as "70264" on said plat; thence South 37 degrees 25 minutes 42 seconds East 104.89 feet; to the point of beginning and containing 0.151 acres, more or less.

Given under my hand and seal this 20TH day of February, 2018.



Brent A. Friend, L.S.
Registered Land Surveyor
State of Indiana, Surveyor No. 20100039



This description was prepared for Rush County Board of Commissioners by Butler, Fairman & Seufert, Inc. using last deeds of record obtained from the Office of the Rush County Recorder.

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PARCEL NO. : 2D
PROJECT NO. : STP-9970 ()
ROAD NAME : CARTHAGE PIKE
COUNTY : RUSH
SECTION : 8
TOWNSHIP : 15 N.
RANGE : 9 E.

OWNER : MARY GERTRUDE WOOD, Et al.
MISC. RECORD 2, PGS. 244-248



HATCHED AREA IS THE
APPROXIMATE TAKING

DRAWN BY: CVS 01/08/2007
CHECKED BY: BAF 02/20/2018
SCALE: 1"= 200'
SHEET 1 OF 1

EXHIBIT "B"

PARCEL COORDINATE CHART

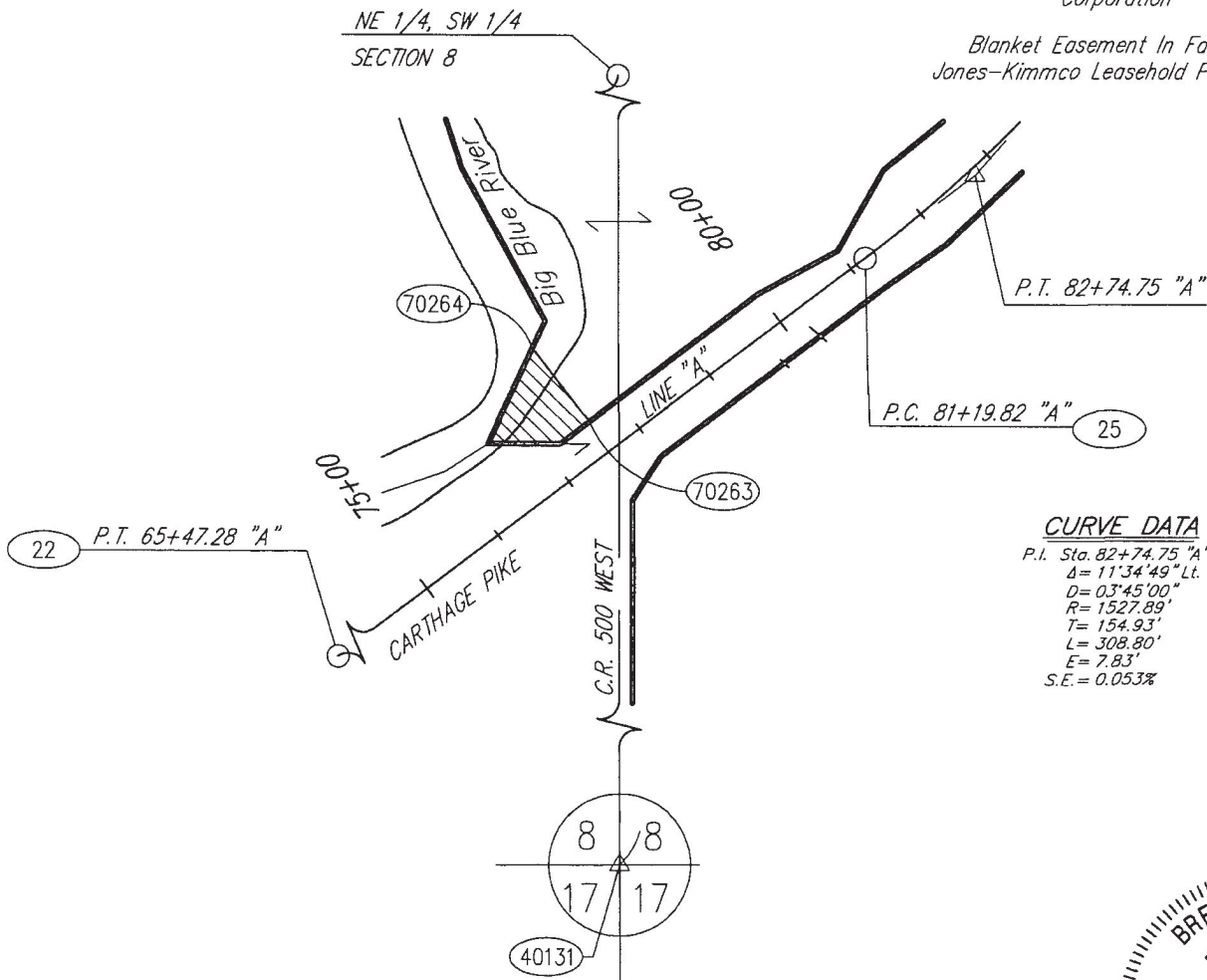
POINT	STATION	OFFSET	CL	NORTH	EAST
70263	77+60.00	+Ex R/W (40.00 Lt.)	"A"	1642893.6394	360666.5431
70264	77+60.00	+PL (144.89 Lt.)	"A"	1642976.9326	360602.7954
40131	N. 1/4 Cor. Sec. 17	End. Mon.		1642290.0810	360700.4020

SEE LOCATION CONTROL ROUTE SURVEY PLAT FOR POINTS: 22 & 25

NOTE: STATIONS AND OFFSETS CONTROL OVER BOTH NORTH AND
EAST COORDINATES AND BEARINGS AND DISTANCES

Blanket Easement In Favor of Rush
County Rural Electric Membership
Corporation

Blanket Easement In Favor of
Jones-Kimmco Leasehold Partnership



CURVE DATA

P.I. Sta. 82+74.75 "A"
 $\Delta = 11^{\circ}34'49''$ Lt.
 $D = 03^{\circ}45'00''$
 $R = 1527.89'$
 $T = 154.93'$
 $L = 308.80'$
 $E = 7.83'$
 $S.E. = 0.053\%$

SURVEYORS STATEMENT

To the best of my knowledge and belief, this plat, together with the "Location Control Route Survey Plat" recorded as Instrument #201000002268 in the Office of the Recorder of RUSH County, Indiana, (incorporated and made a part hereof by reference) comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12, ("Rule 12").

ROUTE SURVEY PLAT

Prepared for - RUSH COUNTY BOARD OF COMMISSIONERS
by Butler, Fairman and Seufert, Inc. (Job #3828.9901)



Brent A. Friend 2/20/18
Brent A. Friend Date
L.S. 20100039

2013001078 AVDT \$11.00
 04/15/2013 01:16:45P 1 PGS
 Sally Niedenthal
 Rush County Recorder IN
 Recorded as Presented



STATE OF INDIANA

SS:

COUNTY OF FULTON

AFFIDAVIT OF TIMBER CONTRACT

SELLERS: Mary G. Wood, 10532 N. Carthage Pike, Carthage, Indiana 46115

BUYERS: PIKE LUMBER COMPANY, INC., 719 Front Street, Akron, Indiana 46910

The undersigned, being first duly sworn on oath, says that a Contract for the Purchase and Removal of Timber was entered into by and between the above-mentioned parties. This contract is for the purchase and removal of the following described timber: A selective harvest of all timber suitable to Pike Lumber Company use to consist primarily of mature, over-mature, diseased and damaged trees. The trees shall be marked with orange paint stripes.

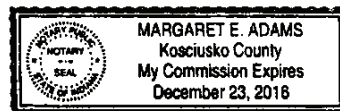
Timber is located: In Seller's +/- 17 acre woods on Seller's 156 acre farm in the SE ¼ and part of the NE ¼, Section 8, T15N, R7E, Ripley Township, Rush County, Indiana.

Contract duration is from April 10, 2013 to April 10, 2017.

PIKE LUMBER COMPANY, INC.

BY: Diane Pontious
 Signature

Diane Pontious
 Timber Dept.



Subscribed and sworn to before me, this 11th day of April, 2013, that Diane Pontious of Pike Lumber Company personally appeared before me.

Margaret E. Adams
 Notary Public

Margaret E. Adams
 Printed Name

My commission expires: 12/23/16

County of Residence: Kosciusko

RECORDER: Index under **SELLER'S** and **BUYER'S** names.

The form of this instrument was prepared by Joseph S. Northrop, Attorney at Law, and the material in the form was inserted by or under the direction of Jon Channing Utter 3/88

"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." Diane Pontious Diane Pontious

TEMPORARY RIGHT-OF-WAY GRANT

Section ()

PARCEL 2A

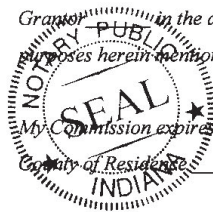
9/10/07 BFS
s:\rush county\carthage pike - phase i\par-002a.doc

IN WITNESS WHEREOF, the said GRANTOR _____ has hereunto set
her hand and seal, this 12th day of September 20 07.

(Seal) (Seal)
(Seal) (Seal)
(Seal) (Seal)
(Seal) (Seal)

STATE OF INDIANA, Henry County, ss: Before me, the undersigned, a Notary
Public in and for said County and State, this 12th day of September 20 07; personally appeared the within
named Mary Rutland Wood

Grantor _____ in the above conveyance, and acknowledge the same to be her voluntary act and deed, for the uses and
purposes herein mentioned.



I have hereunto subscribed my name and affixed my official seal.
Betsy A. Wilkerson _____ Notary Public
Notary Public, State of Indiana
Betsy A. Wilkerson _____ Printed Name
County of Residence Henry County
My Commission Expires: 04-04-2015

STATE OF INDIANA, _____ County, ss: Before me, the undersigned, a Notary
Public in and for said County and State, this _____ day of _____, 20 _____; personally appeared the within
named _____

Grantor _____ in the above conveyance, and acknowledge the same to be _____ voluntary act and deed, for the uses and
purposes herein mentioned.

I have hereunto subscribed my name and affixed my official seal.

My Commission expires _____ Notary Public
County of Residence _____ Printed Name

STATE OF INDIANA, _____ County, ss: Before me, the undersigned, a Notary
Public in and for said County and State, this _____ day of _____, 20 _____; personally appeared the within
named _____

Grantor _____ in the above conveyance, and acknowledge the same to be _____ voluntary act and deed, for the uses and
purposes herein mentioned.

I have hereunto subscribed my name and affixed my official seal.

My Commission expires _____ Notary Public
County of Residence _____ Printed Name

STATE OF INDIANA, _____ County, ss: Before me, the undersigned, a Notary
Public in and for said County and State, this _____ day of _____, 20 _____; personally appeared the within
named _____

Grantor _____ in the above conveyance, and acknowledge the same to be _____ voluntary act and deed, for the uses and
purposes herein mentioned.

I have hereunto subscribed my name and affixed my official seal.

My Commission expires _____ Notary Public
County of Residence _____ Printed Name

Auditor's Office of Rush County
TEMPORARY RIGHT-OF-WAY GRANT

STP Proj. No. 9970

PARCEL 2B

Section ()

Str. No. _____

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

PLANS ON ROAD NO. Carthage Pike STP PROJECT NO. 9970 SEC. () STR. NO. _____ PLANS DATED _____
SEC. 8 T. 15 N. R. 9 E. 0.015 ACRES, MORE OR LESS

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 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.

Above explanation is applicable only if centerline description is used.

FROM STATION TO STATION		LEFT SIDE OF CENTERLINE		RIGHT SIDE OF CENTERLINE	
ON CENTERLINE (C/L) "A"					
102+40.00	to	102+80.00	to	80.00	80.00
	to		to	200800000854 Filed for Record in RUSH COUNTY, INDIANA SALLY NIEDENTHAL 04-08-2008 At 10:31 am. NO CHG DEED .00 OR Book 26 Page 1473 - 1474	
	to		to		
	to		to		
	to		to		
	to		to		
	to		to		
	to		to		
	to		to		

The above temporary right-of-way is for the purpose of **DRIVE CONSTRUCTION** from the Grantors' property and will revert to the Grantors upon completion of the above designated project, in all events, not to exceed three years from the date of this instrument.

The above and foregoing grant is made in consideration of payment of the sum of Thirty-Three and NO/100 Dollars (\$33.00), which sum shall be paid to the order of

Mary Gertrude Wood

10532 N. Carthage Pike

Carthage, IN 46115

(Give address of payee)

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

No timber shall be cut or removed from said granted right-of-way except that which from time to time is designated by the County of Rush, through its authorized representatives. Wherever the County of Rush shall designate any timber to be removed from said right-of-way, the Grantor shall promptly remove the same from said right-of-way and failing to do so for five days after being notified, the County of Rush or its contractor may remove such timber from the right-of-way onto the adjoining lands of the grantors, or successor of if he or they object, may sell or destroy such timber.

The undersigned Grantor 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 County of Rush to pay them the amount herein stipulated.

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

Mary Gertrude Wood
(Grantor) Mary Gertrude Wood

(Grantor) _____

(Grantor) _____

(Grantor) _____

(Grantor) _____

(Grantor) _____

Attest: Jerry L. Sitton
Jerry L. Sitton, Superintendent, Rush County Highway Department

Dated 9-17, 20 07
The above grant is hereby accepted

M. L. Cole
Board of Commissioners of Rush County, Indiana

IN WITNESS WHEREOF, the said Colanston has hereunto set
his hand and seal, this 12th day of September 2007.

(Seal) _____ (Seal)

(Seal) _____ (Seal)

(Seal) _____ (Seal)

(Seal) _____ (Seal)

STATE OF INDIANA, Henry County, ss: Before me, the undersigned, a Notary
Public in and for said County and State, this 12th day of September 2007; personally appeared the within
named Mary Gertrude Wood

Grantor _____ in the above conveyance, and acknowledge the same to be her voluntary act and deed for the uses and
purposes herein mentioned.

I have hereunto subscribed my name and affixed my official seal.
My Commission expires Betsy A. Wilkerson Betsy A. Wilkerson Notary Public
County of Residence Notary Public, State of Indiana Betsy A. Wilkerson INDIANA Printed Name
Henry County
My Commission Expires: 04-04-2015

STATE OF INDIANA, _____ County, ss: Before me, the undersigned, a Notary
Public in and for said County and State, this _____ day of _____, 20____; personally appeared the within
named _____

Grantor _____ in the above conveyance, and acknowledge the same to be _____ voluntary act and deed, for the uses and
purposes herein mentioned.

I have hereunto subscribed my name and affixed my official seal.
My Commission expires _____ Notary Public
County of Residence _____ Printed Name

STATE OF INDIANA, _____ County, ss: Before me, the undersigned, a Notary
Public in and for said County and State, this _____ day of _____, 20____; personally appeared the within
named _____

Grantor _____ in the above conveyance, and acknowledge the same to be _____ voluntary act and deed, for the uses and
purposes herein mentioned.

I have hereunto subscribed my name and affixed my official seal.
My Commission expires _____ Notary Public
County of Residence _____ Printed Name

STATE OF INDIANA, _____ County, ss: Before me, the undersigned, a Notary
Public in and for said County and State, this _____ day of _____, 20____; personally appeared the within
named _____

Grantor _____ in the above conveyance, and acknowledge the same to be _____ voluntary act and deed, for the uses and
purposes herein mentioned.

I have hereunto subscribed my name and affixed my official seal.
My Commission expires _____ Notary Public
County of Residence _____ Printed Name

ENTERED FOR RECORD

The 16 day of Aug 1983
at 1:02 o'clock P. M. and
recorded to 6 44 record
No. 132 Page 49

BOOK 132 PAGE 49

03048

Mary Carolyn Kinder

EASEMENT FOR PRIVATE ROAD

RECORDER RUSH COUNTY, IND.

THIS INDENTURE WITNESSETH, that John David Wood Jr.,

married adult, of Rush County, State of Indiana, being a
son of Mary Gertrude Wood grants, releases, and quit-claims unto
Lynn G. Wilfong and Barbara H. Wilfong, husband and wife, of Rush
County, State of Indiana, for and in the consideration of One
Hundred (\$100.00) Dollars given to each of the Grantors herein,
and for other consideration, an easement for a private road and
right-of-way over and across the following described real estate
located in Rush County, State of Indiana, to-wit:

The following described ingress-egress easement is
granted to Lynn G. Wilfong and Barbara H. Wilfong,
husband and wife, their heirs, or assigns, for access
to lands lying East and or North of the Easterly
termination of said easement.

A part of the Southwest Quarter of Section 9, and a part
of the Southeast Quarter of Section 8, all in Township
15 North, Range 9 East, in Ripley Township, Rush County,
Indiana, more particularly described as follows, to wit:
Beginning at the Southwest corner of said Southwest
Quarter, thence East 390.0 feet along the South line of
said Southwest Quarter to a 4 inch diameter fence post,
thence North 00 degrees 14 minutes West 1505.7 feet along
a property line fence to an iron pipe stake and to the true
point of beginning of said easement; said easement to be
30 feet wide, being 15 feet on each side of the following
described line, to wit: thence from said true point of
beginning South 41 degrees 55 minutes West 615.7 feet to
an iron pipe stake, thence South 58 degrees 43 minutes West
362.5 feet to an iron pipe stake, thence North 82 degrees
39 minutes West 896.5 feet to an iron pipe stake, thence
North 41 degrees 45 minutes West 575.5 feet to an iron
pipe stake, thence North 31 degrees 50 minutes West 164.2
feet to a railroad spike in the center of the Carthage
Pike and to the termination of said easement.

The easements and rights hereby granted shall operate as
a covenant running with the land.

EXECUTED THIS 16 day of Aug, 1983.

NO TRANSFER NECESSARY



15-16, 1983

John D. Wood Jr.
John David Wood, Jr.

STATE OF INDIANA)
COUNTY OF Rush) SS:

Subscribed and sworn to before me, a Notary Public, in and for
said County and State and personally appeared John David Wood Jr.
and executed the above Easement for Private Road this 16th day
of August, 1983.

My Commission Expires:
11/17/86

Betty L. McClure
Notary Public Betty L. McClure
Residing in Rush County, Indiana

THIS INSTRUMENT PREPARED By: David A. Nelson, Attorney at Law,
Rushville, Indiana 46173.

ENTERED FOR RECORD

The 16 day of Aug 1983
at 11:02 o'clock P. M. and
recorded to Public record
No. 132 Page 48

03047

Mary Gertrude Wood
RECORDED RUSH COUNTY, IND

EASEMENT FOR PRIVATE ROAD

THIS INDENTURE WITNESSETH, that Mary Gertrude Wood also known as Mary G. Wood married adult, and John David Wood her husband, of Rush County, State of Indiana, grant, release and quit-claim unto Lynn G. Wilfong and Barbara H. Wilfong, husband and wife, of Rush County, State of Indiana, for and in the consideration of One Hundred (\$100.00) Dollars given to each of the Grantors herein, and for other consideration, an easement for a private road and right-of-way over and across the following described real estate located in Rush County, State of Indiana, to-wit:

The following described ingress-egress easement is granted to Lynn G. Wilfong and Barbara H. Wilfong, husband and wife, their heirs, or assigns, for access to lands lying East and or North of the Easterly termination of said easement.

A part of the Southwest Quarter of Section 9, and a part of the Southeast Quarter of Section 8, all in Township 15 North, Range 9 East, in Ripley Township, Rush County, Indiana, more particularly described as follows, to wit: Beginning at the Southwest corner of said Southwest Quarter, thence East 390.0 feet along the South line of said Southwest Quarter to a 4 inch diameter fence post, thence North 00 degrees 14 minutes West 1505.7 feet along a property line fence to an iron pipe stake and to the true point of beginning of said easement; said easement to be 30 feet wide, being 15 feet on each side of the following described line, to wit: thence from said true point of beginning South 41 degrees 55 minutes West 615.7 feet to an iron pipe stake, thence South 58 degrees 43 minutes West 342.5 feet to an iron pipe stake, thence North 82 degrees 39 minutes West 896.5 feet to an iron pipe stake, thence North 41 degrees 45 minutes West 575.5 feet to an iron pipe stake, thence North 31 degrees 50 minutes West 164.2 feet to a railroad spike in the center of the Carthage Pike and to the termination of said easement.

The easement and rights hereby granted shall operate as a covenant running with the land.

EXECUTED THIS 16th day of August, 1983.

NO TRANSFER NECESSARY

16 - 16 1983

Charles W. Reagle
NOTARY PUBLIC, RUSH COUNTY, INDIANA

Mary Gertrude Wood
John David Wood

STATE OF Indiana)
COUNTY OF Rush) SS:

Subscribed and sworn to before me, a Notary Public, in and for said County and State and personally appeared Mary Gertrude Wood and John David Wood husband and wife, and executed the above Easement for Private Road this 16th day of August, 1983.

My Commission Expires: 11/17/86

THIS INSTRUMENT PREPARED BY: *David A. Malson*
David A. Malson, Attorney at Law,
Rushville, Indiana 46173.

RIGHT OF WAY EASEMENT

THIS INDENTURE WITNESSETH: That the undersigned John Wood &Mary G Wood

(include all owners of real estate)

ADDRESS:

Rush County, Indiana,
 (hereinafter called "GRANTOR"), for and in consideration of ONE (\$1.00) DOLLAR AND OTHER
 VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, do(us) hereby grant
 and convey unto RUSH COUNTY RURAL ELECTRIC MEMBERSHIP CORPORATION, an Indiana Corporation,
 its successors, assigns and lessees, an Easement and Right-of-way across a tract of land,
 owned by Grantor in Rush County, State of Indiana, described as follows: (here
 insert transfer book description), Ripley Twp., SE & P4 NW, 8-15-9,
(Woods Campground) 164A

NO TRANSFER NECESSARY

5/3, 1983
Carol M. Kinder
AUDITOR RUSH COUNTY, INDIANA

and with the right to place thereon and to construct, reconstruct, repair, operate, inspect,
 and maintain electric transmission and distribution lines and related facilities either
 above ground or underground, including, without limitation, poles, posts, crossarms, wires,
 anchors, guys and fixtures attached thereto, with the right to cut, trim and control by
 chemical means, machinery or other means, the growth of trees, weeds and shrubbery, and
 to remove obstructions, both within and without said right-of-way, that may endanger the
 safety or interfere with the construction, maintenance, operation or use of said electric
 transmission or distribution lines and related facilities; together with the right of
 ingress and egress to and from said right-of-way and also over reasonable routes on said
 land.

Grantor reserves the use of said land not inconsistent with this grant but shall not erect
 or maintain any improvements within twenty (20) feet of the center line of right-of-way.

It is understood that Grantee will pay Grantor, in addition to the above consideration,
 reasonable damages sustained by Grantor which are caused by GRANTEE in going upon said
 land and right-of-way, which result from loss of crops planted thereon, provided claims
 for such damages, if any, are filed with Grantee at its Rushville, Indiana, office within
 thirty (30) days after such damages occur.

SPECIAL PROVISIONS: (If none, write "none") W.O. # 10184BR5790BIN WITNESS WHEREOF, this instrument is executed the 26th day of April, 1983

(SEAL) X

(SEAL) X

(SEAL)

STATE OF INDIANA, Rush COUNTY, SS:

Before me the undersigned, a Notary Public, in and for said County, and
 State, on this 26th day of April, 1983, personally appeared John Wood & Mary G. Wood
 named John Wood & Mary G. Wood and acknowledged to me and acknowledged the
 execution of the foregoing instrument to be (his) (her) (their) voluntary act and deed.
 WITNESS my hand and official seal.

My Commission Expires:

5-4-1983

Steven G. Wank
 Notary Public
 RESIDENT OF RUSH COUNTY

THIS INSTRUMENT PREPARED BY: ROBERT J. EDER, ATTORNEY AT LAW, RUSHVILLE, INDIANA 46173

EARNST, FOSTER, EDER & LEVY, ATTORNEYS AT LAW, 110 WEST THIRD ST., RUSHVILLE, IND. 46173 - TELEPHONE 333-2110

Received for record this 2 day of January A.D. 1983
9:22 A.M. Recorded in Rush Record 131 Page 573.

Mary Carolyn Kinder
 Mary Carolyn Kinder, Recorder, Rush Co.

THIS AGREEMENT made and entered into this 21 day of SEPT A.D. 1991 by and between

9463

WOODS JOHN B & MARY G Husband & wife
RICARATHAGE IND RA BAN
46115
 hereinafter called the Lessor

and OHIO OIL & GAS, R.D. NO. 1, FOWLER, OHIO 44418 the Lessee

WITNESSETH That the said Lessor a consideration of the sum of one dollar, the receipt of which is hereby acknowledged and of the covenants and agreements herein contained, does hereby grant unto the Lessee all of the oil and gas and all the constituents of either in and under the lands hereinafter described, together with the exclusive right to drill for and produce and market oil and gas and their constituents and also the right to enter thereon at all times for the purpose of drilling and operating for oil, gas and water and to transport from across and through said lands oil and gas and their constituents from the subject and other lands and to produce, use and occupy so much of said premises as is necessary and convenient in removing or transporting across said lands the above named products by pipe lines or otherwise for a term of ten (10) years and so much longer thereafter as oil, gas or their constituents are produced to paying quantities shown, or operations are maintained on all of the certain tract of land situated in

Section No. 8 Township of RIPLEY County of PUSH
 and State of IND bounded substantially as follows:
 On the North by the lands of ALBERT T. MUNC, RAY & BENEY BUCKLES
 On the East by the lands of SE & LYNN BARBAWILSON
 On the South by the lands of SE & CLAUD TOWN PERSON
 On the West by the lands of SE & CLAUD TOWN PERSON - ALBERT T. MUNC
 containing One Hundred Eighty Eight 188 acres, more or less,
 being all the land owned by Lessor in said Township, and that if at the termination of said term, either primary or extended, there is a well in process of being drilled on the lands of the Lessee shall then and there be the drilling of such well is continued with reasonable diligence and so much longer thereafter as oil or gas or their constituents are found on said premises to paying quantities, in the judgment of the Lessee, it being understood, however, that no well shall be drilled within two hundred feet of the barn or dwelling on said premises without the consent of Lessor.

2. In consideration of the premises the said parties covenant and agree as follows:
 Lessee to deliver to the credit of the Lessor on lands on lease one-half (1/2) of all gas produced and saved from the premises.
 Lessee to receive the total market price per thousand cubic feet for one-eighth (1/8) of all gas marketed from said premises, and the same to be paid for on or before the 30th day of the month following in which same is marketed.

3. Lessor to commence a well on said premises within twelve months from the date of this Lease to Lessor One Hundred Eighty Eight
188 Dollars, \$ 188.00 each year, payable quarterly thereafter on the first day of January, April, July and October.

4. Lessor is covenanted to the Lessee surrendered, but the completion of a well upon the lands hereinafter described or oil or gas in paying quantities shall be considered as the operation of and regarded as the surrender of the well for a period of one year thereafter and in no event shall the well be surrendered before one year after the drilling of a dry hole regardless of the primary term provided for in the written lease. In the event gas can be produced, but due to a lack of transportation facilities or lack of marketing facilities same cannot be marketed, Lessor shall pay or tender annually at the end of each yearly period during which such gas is not sold or used, or royalty, as amount equal to the daily rental provided in paragraph 3 hereof, and while said royalty is so paid or tendered this lease shall be held as a producing lease under paragraph 3 hereof. This lease shall become null and void for failure to pay rental for any period when same becomes due and payable, provided however that Lessor or his assigns is given 10 days written notice of his failure to pay said rental and they are not paid within said 10 days.

5. Lessee shall bury, when so requested by Lessor all pipe lines used to transport gas or oil off or across the premises and pay all damages caused by operations under this lease, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Lessor, one by the Lessee and the third by the two so appointed as foreman, and the award of such three persons shall be final and conclusive.

6. Lessor may lay to and use any gas well on said lands and take gas produced from said well for use for light and heat in any dwelling house on said land at Lessor's own risk, subject to the use and the right of abandonment of the well by the Lessee. The first two hundred thousand cubic feet of gas taken in each year shall be free of cost, but all gas in excess of two hundred thousand cubic feet taken in each year shall be paid for at the current published rates in the town nearest the premises above described and the measurements and regulations shall be by meter and regulator set at the tap on the line. This privilege is upon the condition that Lessor shall surrender to and be bound by the reasonable rules and regulations of the Lessee relating to the use of free gas.

7. The Lessor at any time may notify the Lessee in writing at Lessor's last known address, by registered mail, of the Lessee's intention to use any well located on the leased premises and the leased premises for any and all of the purposes hereinafter provided by separating, storing or holding in storage, and removing gas into, or from any tanks, tanks or formations underlying the premises. And upon the giving of such notice the Lessee may use any such well and the leased premises for any and all of said purposes. The Lessor shall pay to the Lessee a rental of \$200 in each year for each such well so long as used, provided that the rental for the first year for a well so used shall be equivalent to the one-eighth royalty payments to the Lessee, if more than \$200.00, for gas produced and marketed from such well during the consecutive periods of time aggregated 180 days next preceding the giving of such notice, and for each year thereafter a rental for such well so used equivalent to first year's rental of more than \$200.00 reduced each year by the amount of \$200.00 until reduced to \$200.00, and for each year thereafter a rental of \$200.00 for each well so used. If there shall be no well used for gas storage purposes on the leased premises, but if a well used by the Lessee for any of the gas storage purposes hereinafter specified shall be kept on other lands and such well shall be located within one mile of any line of the leased premises, the Lessee may give this written notice to the Lessee of its intention to use the leased premises for any or all of said gas storage purposes, and thereupon may use the leased premises for said purposes and shall be the sole judge as to whether gas is being stored or held in storage within the leased premises. The rental each year for such use shall be the same amount as, but in lieu of the daily rental hereinafter provided to be paid to continue this lease in effect until the commencement of a well or if the use of the premises for any of the gas storage purposes and shall have the same effect of continuing this lease in force as though a producing well or a well used for gas storage purposes were drilled on the leased premises, provided that if a well is thereafter drilled and used for any of the gas storage purposes on the leased premises the rental for such use of the leased premises, in lieu of the foregoing rental, shall be \$200.00 each year for each well and the same sum each year for each additional well so drilled and used. If the Lessee comes to use a well for gas storage purposes but continues to use the premises for such purposes and there shall be no other well located thereon, the rental for each use shall be the last rental hereinafter provided. All land rentals and well rentals may be paid by the Lessee in quarter-year installments.

8. The Lessor hereby grants to the Lessee the right to combine the leased premises or parts thereof with other lands to form an oil and gas development unit of not more than one hundred and sixty (160) acres for the purpose of drilling a well thereon, but the Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on said development unit, whether or not located on the leased premises, shall nevertheless be deemed to be located upon the leased premises within the meaning and for the purposes of all the provisions and covenants of this lease to the same effect as if all the lands comprising said unit were described in and subject to this lease, provided, however, that only the owner of the lands on which such well is located may take gas for use in any dwelling house on such owner's lands in accordance with the provisions of this lease, and provided further that the Lessee agrees to accept, in lieu of the 1/8 oil and gas royalty hereinafter provided, that proportion of such a royalty which the acreage herein leased bears to the total number of acres comprising said development unit. If said development unit shall thereafter be used for gas storage purposes the well rental or land rental hereinafter provided for such use shall be payable to the owners of the parcels of land comprising said unit or the proportion that the acreage of each such parcel bears to the entire acreage of said unit.

9. It is agreed that the acreage rental or royalties on any well, or wells, paid and to be paid as herein provided are and will be accepted by Lessor as adequate and full consideration to render it optional with Lessee as to whether or not it shall drill a well or wells to effect producing wells on adjacent or adjacent premises.

10. Should it be determined that Lessor is not the owner of the entire tract above described then and thereupon Lessor shall receive a proportional amount in accordance with the rental and royalties for any fraction of the above premises owned.

11. Payment of all moneys due on this lease may be made by cash or check, to _____
 by deposit to the credit of _____ Same as above
 and mailed to _____

12. Lessor agrees that Lessor is to have the privilege of using sufficient oil, gas or water, for fuel, in operating premises and the right at any time to remove any machinery or fixtures placed on said premises and further upon the payment to the Lessee of one dollar and all amounts due hereunder said Lessee shall have the right to surrender this lease or any portion thereof by written notice to Lessor describing the portion of the above tract that it elects to surrender or by returning to Lessor the lease with the endorsement thereon or recording the surrender of this lease on the margin of the record book, either of which shall be a full and legal surrender of this lease, so all of said tract or such portion thereof so surrendered shall surrender and cancellation of all liabilities under same of such said all parties herein, to the extent indicated on said surrender, and the acreage rental hereinafter set forth shall be reduced in proportion to the acreage surrendered. 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 or a certified copy thereof.

13. All covenants and covenants between the parties herein shall extend to their heirs, successors, assigns and the Lessee hereby warrants and agrees to defend the title to the land herein described. Lessor further agrees that the Lessee shall have the right at any time to redeem for Lessor, or otherwise acquire by payment, any mortgage or any other lien upon the above described lands which in any manner affect the Lessee's interest therein in the event of default of payment by Lessor and be subrogated in full to all the rights of the holder thereof the same as if Lessee were the original owner of said mortgage or lien.

Any address on the above agreement, at or mailed on the reverse side are a part of this lease and are agreed to by both the Lessor and Lessee.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals

Subscribed and sworn to before me

Dr. J. H. Jones

John A. Wood
John D. Wood
309-88-2298
Mary G. Wood
312-92-1126

THIS INSTRUMENT WAS PREPARED BY W. R. JONES

STATE OF IND
COUNTY OF Rush

Before me, a Notary Public in and for said county and state, personally appeared the above named Wood, John D. & MARY

who acknowledged to me that They did execute the foregoing statement and that the name is THEIR
free act and deed for the uses and purposes therein set forth.

In testimony whereof, I have hereunto set my hand and affixed my official seal at
 the 21 day of SEP 1951

My Commission Expires: 8-3-85

STATE OF _____

COUNTY OF _____

Before me, a Notary Public in and for said county and state, personally appeared the above named

who acknowledged to me that _____ did execute the foregoing instrument and that the same is
true and good for the uses and purposes therein set forth.

in Testimony whereof, I have hereunto set my hand and affixed my official seal at _____
this _____ day of _____, 19____.

My Continuous Engine

STATE OF _____)
COUNTY OF _____)

Notary Public
Corporation

Before me, a Notary Public in and for said county and state, personally appeared

On _____, _____ President, and _____ Secretary, respectively, for _____
the above named corporation, who acknowledged to me that they did execute the foregoing instrument for and on behalf of said corporation, pursuant to authority so
to do duly conferred on them by the Board of Directors of said corporation, and that the same is the true act and deed of said corporation and of themselves as such of-
ficers, for the uses and purposes therein set forth.

in testimony thereof, I have hereunto set my hand and affixed my official seal at _____
 this _____ day of _____, 19____.

My Commission Expires: _____

History

This instrument was prepared by: **W. J. JONES**

Oil and Gas Lease

Year	Years	Location
1960	1960-1969	1960-1969
1970	1970-1979	1970-1979
1980	1980-1989	1980-1989
1990	1990-1999	1990-1999
2000	2000-2009	2000-2009
2010	2010-2019	2010-2019
2020	2020-2029	2020-2029
2030	2030-2039	2030-2039
2040	2040-2049	2040-2049
2050	2050-2059	2050-2059
2060	2060-2069	2060-2069
2070	2070-2079	2070-2079
2080	2080-2089	2080-2089
2090	2090-2099	2090-2099
2100	2100-2109	2100-2109
2110	2110-2119	2110-2119
2120	2120-2129	2120-2129
2130	2130-2139	2130-2139
2140	2140-2149	2140-2149
2150	2150-2159	2150-2159
2160	2160-2169	2160-2169
2170	2170-2179	2170-2179
2180	2180-2189	2180-2189
2190	2190-2199	2190-2199
2200	2200-2209	2200-2209
2210	2210-2219	2210-2219
2220	2220-2229	2220-2229
2230	2230-2239	2230-2239
2240	2240-2249	2240-2249
2250	2250-2259	2250-2259
2260	2260-2269	2260-2269
2270	2270-2279	2270-2279
2280	2280-2289	2280-2289
2290	2290-2299	2290-2299
2300	2300-2309	2300-2309
2310	2310-2319	2310-2319
2320	2320-2329	2320-2329
2330	2330-2339	2330-2339
2340	2340-2349	2340-2349
2350	2350-2359	2350-2359
2360	2360-2369	2360-2369
2370	2370-2379	2370-2379
2380	2380-2389	2380-2389
2390	2390-2399	2390-2399
2400	2400-2409	2400-2409
2410	2410-2419	2410-2419
2420	2420-2429	2420-2429
2430	2430-2439	2430-2439
2440	2440-2449	2440-2449
2450	2450-2459	2450-2459
2460	2460-2469	2460-2469
2470	2470-2479	2470-2479
2480	2480-2489	2480-2489
2490	2490-2499	2490-2499
2500	2500-2509	2500-2509
2510	2510-2519	2510-2519
2520	2520-2529	2520-2529
2530	2530-2539	2530-2539
2540	2540-2549	2540-2549
2550	2550-2559	2550-2559
2560	2560-2569	2560-2569
2570	2570-2579	2570-2579
2580	2580-2589	2580-2589
2590	2590-2599	2590-2599
2600	2600-2609	2600-2609
2610	2610-2619	2610-2619
2620	2620-2629	2620-2629
2630	2630-2639	2630-2639
2640	2640-2649	2640-2649
2650	2650-2659	2650-2659
2660	2660-2669	2660-2669
2670	2670-2679	2670-2679
2680	2680-2689	2680-2689
2690	2690-2699	2690-2699
2700	2700-2709	2700-2709
2710	2710-2719	2710-2719
2720	2720-2729	2720-2729
2730	2730-2739	2730-2739
2740	2740-2749	2740-2749
2750	2750-2759	2750-2759
2760	2760-2769	2760-2769
2770	2770-2779	2770-2779
2780	2780-2789	2780-2789
2790	2790-2799	2790-2799
2800	2800-2809	2800-2809
2810	2810-2819	2810-2819
2820</		

Noted for Record 10-5 1981
 Recorded 10-5 1981
 Date Mar. 47 1934-35
Martha J. Olsen
 Class Teacher
 1:30 P.M.

CLERK'S DEED OF EASEMENT

ENTERED FOR RECORD

The 11 day of Aug 19 72
at 2:30 o'clock P.M. and
recorded to misc record
No. 42 Page 449-451

Arthur Hallgren
Recorder, Rush County, Ind.

I, Frances S. Norris, Clerk of the Rush Circuit Court, pursuant to proceedings had in the case of The Big Blue River Conservancy District vs. Mary Gertrude Wood, John David Wood, Juliann Wood and John David Wood, Jr. in Cause No. C-72-145 in said Court, effective as of June 19, 1972, do hereby CONVEY TO

THE BIG BLUE RIVER CONSERVANCY DISTRICT
a permanent easement on the following described real estate located in Rush County, Indiana:

Beginning at the Northeast corner of a 24 acre tract off of the West side of the Southwest Quarter of Section 9, Township 15 North, Range 9 East, as described in a deed recorded in Book 2, page 247 of the Records of Rush County, Indiana, and running thence South 1800 feet, more or less; thence West 2000 feet, more or less; thence North 12 degrees West 650 feet, more or less, to the center of the Carthage, Knighstown Pike; thence Northeasterly on and along the center line of said Pike 1720 feet, more or less, to the point of intersection of said Pike, and the North line of the Southeast Quarter of Section 8, Township 15 North, Range 9 East; thence East along the said North line of said quarter Section 8 and the North line of Southwest Quarter of Section 9, Township 15 North, Range 9 East, 850 feet, more or less, to the place of beginning, containing 73.40 acres, more or less.

For the purpose of:

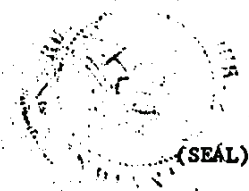
- A. Constructing and maintaining a flood retarding structure for flood control purposes consisting of an earthen dam, a concrete spillway, and an emergency spillway located on the South end of the dam.
- B. In connection with such construction to obtain and use the necessary fill materials consisting of 200,000 cubic yards, more or less.

- 2 -

- C. Obtaining access to the structures from time to time for the purpose of maintenance thereof and the clearing of brush, trees or other obstructions to an elevation of 900.5 feet above sea level.
- D. Temporary and permanent impoundment and detention of water behind said structures in a permanent pool having a maximum elevation of 900.5 feet above sea level and occupying approximately 16 acres of ground and with temporary detention of water to a maximum elevation of 927 feet above sea level and occupying approximately 19 acres.

SUBJECT to all non-delinquent taxes and assessments.

EXECUTED at Rushville, Indiana, this 9th day of ^{Aug}~~July~~, 1972, but effective as of June 19, 1972, by the undersigned Clerk of the Rush Circuit Court, pursuant to the Order of said Court entered on the 9th day of ^{Aug}~~July~~, 1972, in the above described proceedings.



(SEAL)

Approved:

Judge, Rush Circuit Court

Frances S. Norris
Frances S. Norris, Clerk of the
Rush Circuit Court

STATE OF INDIANA

COUNTY OF RUSH, SS:

Before me, the undersigned Notary Public in and for

said county and state, personally appeared the above-named Frances S. Norris, Clerk of the Rush Circuit Court, and acknowledged the execution of the above and foregoing instrument for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 9th day of August, 1972.



Esther A. Mullins
Esther A. Mullins Notary Public

This instrument prepared by George W. Hand, Attorney.