



Easement Boundaries

Program

ACEP-WRE

0 0.07 0.14 0.28 Miles



U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-LTP-30
10/2017

WARRANTY EASEMENT DEED IN PERPETUITY

AGRICULTURAL CONSERVATION EASEMENT PROGRAM - WETLAND RESERVE EASEMENT

NO TRANSFER NECESSARY
MATTHEW W. BAKER
GREENE CO. AUDITOR
DATE Feb 14 2022

EASEMENT NO. 5452KY2001V49

THIS WARRANTY EASEMENT DEED is made by and between _____ of _____ (hereafter referred to as the "Landowner"), Grantor(s), and the UNITED STATES OF AMERICA and its assigns (hereafter referred to as the "United States"), Grantee. The Landowner and the United States are jointly referred to as the "Parties."

The United States of America is acquiring this property by and through the Commodity Credit Corporation (CCC) and the acquiring agency of the United States is the Natural Resources Conservation Service (NRCS), United States Department of Agriculture.

Witnesseth:

Purposes and Intent. The purpose of this easement is to restore, protect, manage, maintain, and enhance the functional values of wetlands and other lands, and for the conservation of natural values including fish and wildlife and their habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of NRCS to give the Landowner the opportunity to participate in the restoration and management activities on the Easement Area.

Authority. This easement deed acquisition is authorized by Subtitle H of Title XII of the Food Security Act of 1985, as amended, for the Agricultural Conservation Easement Program - Wetland Reserve Easement.

NOW THEREFORE, for and in consideration of the terms of these mutual obligations and benefits recited herein to each party and the sum of _____ Dollars

(\$ _____), paid to Grantor(s) subject to commensurate reduction under 7 CFR Part 1400, the receipt of which is hereby acknowledged, Grantor(s) hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns (Grantee), in perpetuity, the lands comprising the Easement Area described in Part I and appurtenant rights of access to the Easement Area, but reserving to the

WARRANTY EASEMENT DEED IN PERPETUITY

**AGRICULTURAL CONSERVATION EASEMENT PROGRAM –
WETLAND RESERVE EASEMENT**

EASEMENT NO. 5452KY2001V49

THIS WARRANTY EASEMENT DEED is made by and between

_____ of
Greene County, Indiana (hereafter referred to as the
“Landowner”), Grantor(s), and the **UNITED STATES OF AMERICA** and its assigns
(hereafter referred to as the “United States”), Grantee. The Landowner and the United States are
jointly referred to as the “Parties.”

The United States of America is acquiring this property by and through the Commodity Credit Corporation (CCC) and the acquiring agency of the United States is the Natural Resources Conservation Service (NRCS), United States Department of Agriculture.

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reduction under 7 CFR Part 1400, the receipt of which is hereby acknowledged, Grantor(s)
hereby grants and conveys with general warranty of title to the UNITED STATES OF
AMERICA and its assigns (Grantee), in perpetuity, the lands comprising the Easement Area
described in Part I and appurtenant rights of access to the Easement Area, but reserving to the

Landowner only those rights, title, and interest in the lands comprising the Easement Area expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute a servitude upon the land so encumbered; shall run with the land for the duration of the easement; and shall bind the Grantor(s), their heirs, successors, assigns, lessees, and any other person claiming under them.

SUBJECT, however, to all valid rights of record, if any.

PART I. Description of the Easement Area. The lands encumbered by this easement deed, referred to hereafter as the Easement Area, are described on EXHIBIT A, which is appended to and made a part of this easement deed.

TOGETHER with a right of access for ingress and egress to the Easement Area across adjacent or other properties of the Landowner. Such a right-of-way for access purposes is described in EXHIBIT B, which is appended to and made a part of this easement deed.

PART II. Reservations in the Landowner on the Easement Area. Subject to the rights, title, and interest conveyed by this easement deed to the United States, including the restoration, protection, management, maintenance, enhancement, and monitoring of the wetland and other natural values of the Easement Area, the Landowner reserves:

- A. Title. Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.
- B. Quiet Enjoyment. The right of the Landowner to enjoy the rights reserved on the Easement Area without interference from others.
- C. Control of Access. The right to prevent trespass and control access by the general public subject to the operation of State and Federal law.
- D. Recreational Uses. The right to undeveloped recreational uses, including undeveloped hunting and fishing and leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time. Undeveloped recreational uses may include use of hunting or observation blinds that will accommodate no more than four people and are temporary, nonpermanent, and easily assembled, disassembled, and moved without heavy equipment. Undeveloped recreational uses must be consistent with the long-term protection and enhancement of the wetland and other natural values of the Easement Area.
- E. Subsurface Resources. The right to oil, gas, minerals, and geothermal resources underlying the Easement Area, provided that any drilling or mining activities are to be located outside the boundaries of the Easement Area, unless activities within the boundaries are specified in accordance with the terms and conditions of EXHIBIT C which is appended to and made a part of this easement deed, if applicable.

- F. Water Rights and Water Uses. The right to water uses and water rights identified as reserved to the Landowner in EXHIBIT D, which is appended to and made a part of this Easement Deed, if applicable.

PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this Easement, including the following:

- A. Prohibitions. Without otherwise limiting the rights of the United States acquired hereunder, it is expressly understood that the rights to carry out the following activities and uses have been acquired by the United States and, unless authorized by the United States under Part IV, are prohibited on the Easement Area:
1. Haying, mowing, or seed harvesting for any reason;
 2. Altering of grassland, woodland, wildlife habitat, or other natural features by burning, digging, plowing, disking, cutting, or otherwise destroying the vegetative cover;
 3. Accumulating or dumping refuse, wastes, sewage, or other debris;
 4. Harvesting wood or sod products;
 5. Draining, dredging, channeling, filling, leveling, pumping, diking, impounding, or related activities, as well as altering or tampering with water control structures or devices, except as specifically set forth in EXHIBIT D, if applicable;
 6. Diverting or causing or permitting the diversion of surface or underground water into, within, or out of the Easement Area by any means, except as specifically set forth in EXHIBIT D, if applicable;
 7. Building, placing, or allowing to be placed structures on, under, or over the Easement Area, except for individual semi-permanent hunting or observation blinds for undeveloped recreational uses, the external dimensions of which will be no more than 80 square feet and 8 feet in height, with the number, locations, and features of blinds approved by NRCS under Part IV;
 8. Planting or harvesting any crop;
 9. Grazing or allowing livestock on the Easement Area;
 10. Disturbing or interfering with the nesting or brood-rearing activities of wildlife including migratory birds;
 11. Use of the Easement Area for developed recreation. These uses include but are not limited to, camping facilities, recreational vehicle trails and tracks, sporting clay operations, skeet shooting operations, firearm range operations, and the infrastructure to raise, stock, and release captive raised waterfowl, game birds and other wildlife for hunting or fishing;
 12. Any activities which adversely impact or degrade wildlife cover or other habitat benefits, water quality benefits, or other wetland functions and values of the Easement Area; and
 13. Any activities to be carried out on the Landowner's land that is immediately adjacent to, and functionally related to, the Easement Area if such activities will alter, degrade, or otherwise diminish the functional value of the Easement Area.

- B. Noxious Plants and Pests. The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State, and local laws. A plan to control noxious weeds and pests must be approved in writing by the NRCS prior to implementation by the Landowner.
- C. Fences. Except for establishment cost incurred by the United States and replacement cost not due to the Landowner's negligence or malfeasance, all other costs involved in maintenance of fences and similar facilities to exclude livestock are the responsibility of the Landowner. The installation or use of fences which have the effect of preventing wildlife access and use of the Easement Area are prohibited on the Easement Area, easement boundary, or on the Landowner's land that is immediately adjacent to, and functionally related to, the Easement Area.
- D. Restoration. The Landowner shall allow the restoration and management activities NRCS deems necessary for the Easement Area.
- E. Access Maintenance. The Landowner is responsible to maintain any non-public portions of the access route described in Exhibit B such that the access route can be traversed by a standard four-wheel all-terrain vehicle at least annually.
- F. Use of Water for Easement Purposes. The Landowner shall use water for easement purposes as set forth in EXHIBIT D, which is appended to and made a part of this Easement Deed, if applicable.
- G. Protection of Water Rights and Water Uses. As set forth in EXHIBIT D, if applicable, the Landowner shall undertake actions necessary to protect any water rights and water uses for easement purposes.
- H. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.
- I. Reporting. The Landowner shall report to the NRCS any conditions or events which may adversely affect the wetland, wildlife, and other natural values of the Easement Area.
- J. Survival. Irrelevant of any violations by the Landowner of the terms of this Easement Deed, this easement survives and runs with the land for its duration.
- K. Subsequent Conveyances. The Landowner agrees to notify NRCS in writing of the names and addresses of any party to whom the property subject to this Easement Deed is to be transferred at or prior to the time the transfer is consummated. Landowner and its successors and assigns shall specifically refer to this Easement Deed in any subsequent lease, deed, or other instrument by which any interest in the property is conveyed.

PART IV. Compatible Uses by the Landowner.

- A. General. The United States may authorize, in writing and subject to such terms and conditions the NRCS may prescribe at its sole discretion, the temporary use of the Easement Area for compatible economic uses, including, but not limited to, managed timber harvest, periodic haying, or grazing.
- B. Limitations. Compatible use authorizations will only be made if, upon a determination by NRCS in the exercise of its sole discretion and rights, that the proposed use is consistent with the long-term protection and enhancement of the wetland and other natural values of the Easement Area. The NRCS shall prescribe the amount, method, timing, intensity, and duration of the compatible use. Compatible use authorizations do not vest any rights in the Landowner and can be revoked by NRCS at any time.

PART V. Rights of the United States. The rights of the United States include:

- A. Management Activities. The United States has the right to enter the Easement Area to undertake, on a cost-share basis with the Landowner or other entity as determined by the United States, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland and other natural values of the Easement Area. The United States may apply to or impound additional waters, in accordance with State water law, on the Easement Area in order to maintain or improve wetland and other natural values.
- B. Access. The United States has a right of reasonable ingress and egress to the Easement Area over the Landowner's property, whether or not the property is adjacent or appurtenant to the Easement Area, for the exercise of any of the rights of the United States under this Easement Deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes. To the extent practical, the United States shall utilize the access identified in EXHIBIT B. The United States may, in its discretion, conduct maintenance activities on the access route identified in Exhibit B to obtain physical access to the Easement Area for the exercise of any of the rights of the United States under this Easement Deed. The United States also has the right of reasonable ingress and egress across the Easement Area to other adjacent or appurtenant property in which the United States holds real property rights acquired by and through NRCS.
- C. Easement Management. The Secretary of Agriculture, by and through the NRCS, may delegate all or part of the management, monitoring or enforcement responsibilities under this Easement Deed to any Federal or State agencies authorized by law that the NRCS determines to have the appropriate authority, expertise, and resources necessary to carry out such delegated responsibilities. State or Federal agencies may utilize their general statutory authorities in the administration of any

delegated management, monitoring or enforcement responsibilities for this easement. The authority to modify, subordinate, exchange, or terminate this easement under Subtitle H of Title XII of the Food Security Act of 1985 is reserved to the Secretary of Agriculture in accordance with applicable law. If the United States at some future time acquires the underlying fee title in the property, the interest conveyed by this Easement Deed will not merge with fee title but will continue to exist and be managed as a separate estate.

D. Violations and Remedies – Enforcement. The Parties, Successors, and Assigns, agree that the rights, title, interests, and prohibitions created by this Easement Deed constitute things of value to the United States and this Easement Deed may be introduced as evidence of same in any enforcement proceeding, administrative, civil or criminal, as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this Easement Deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:

1. To enter upon the Easement Area to perform necessary work for prevention of or remediation of damage to wetland or other natural values; and,
2. To assess all expenses incurred by the United States (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the United States.

PART VI. General Provisions.

- A. Successors in Interest. The rights granted to the United States shall accrue to any of its agents or assigns. All obligations of the Landowner under this Easement Deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the Landowners who are parties to this Easement Deed shall be jointly and severally liable for compliance with its terms.
- B. Rules of Construction and Special Provisions. All rights in the Easement Area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this Easement Deed shall be construed in favor of the United States to effect the wetland and conservation purposes for which this Easement Deed is being acquired. The property rights of the United States acquired under this easement shall be unaffected by any subsequent amendments or repeal of the Agricultural Conservation Easement Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be totally effective upon the payment of the first installment.
- C. Environmental Warranty. "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, orders, regulations, statutes,

ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials or substance, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect.

“Hazardous Materials” means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

Landowner warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Landowner warrants that there are no notices by any government authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Easement Area. Landowner further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials on, beneath, near, or from the Easement Area.

- D. **General Indemnification.** Landowner shall indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and cost of actions, sanctions asserted by or on behalf of any person or government authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys’ fees and attorneys’ fees on appeal) to which the United States may be subject or incur relating to the Easement Area, which may arise from, but is not limited to, Landowner’s negligent acts or omissions or Grantor’s breach of any representation, warranty, covenant, or agreements contained in this Easement Deed, or violations of any Federal, State, local or municipal laws, including all Environmental Laws.

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its assigns forever. The Landowner covenants that he, she, or they are vested with good title to the Easement Area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the Easement Area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this Easement Deed.

Dated this 25 day of January, 2022

Landowner(s): Leona Moody by Mark L Moody
Leona Moody by Mark L Moody, Attorney in Fact
Instrument # 201700000288

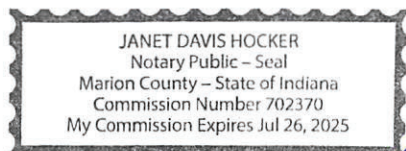
ACKNOWLEDGMENT

STATE OF INDIANA

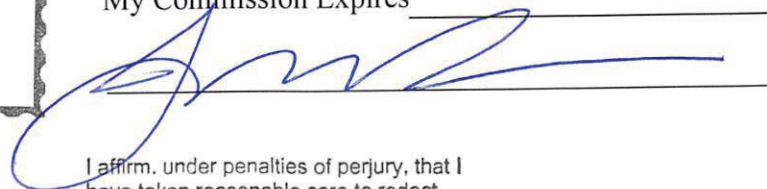
COUNTY OF MARION

On this 25 day of January, 2022, before me, the undersigned, a Notary Public in and for said State personally appeared Mark L Moody, known or proved to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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



Notary Public for the State of _____
Residing at _____
My Commission Expires _____



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

NAME: Leona Moody

CONTRACT#: 5452KY2001V49

I, Jerry Raynor, being the duly authorized representative of the United States Department of Agriculture, Natural Resources Conservation Service, do hereby accept this Warranty Easement Deed with respect to the rights and duties of the United States.

Dated this 13 day of January 2022

Natural Resources Conservation Service(s)

Signature:

Jerry Raynor
Jerry Raynor
State Conservationist

Acknowledgment

In the State or Commonwealth of Indiana, County, Borough or Parish of Marion, on this 13 day of January, 2022 before me, the undersigned, a Notary Public in and for said jurisdiction, personally appeared Jerry Raynor to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

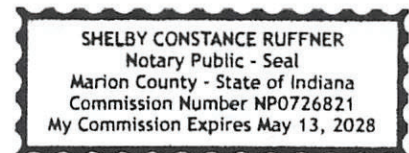
IN TESTIMONY WHEREOF, I have hereunto my hand and Notarial Seal subscribed and affixed in said jurisdiction, the day and year above written.

(NOTARIAL SEAL)

Shelby C. Ruffner
Notary Public

Shelby C. Ruffner
Printed Name

My Commission Expires: _____
Resident of _____ County, Indiana.



This instrument was drafted by the Office of General Counsel, U.S. Department of Agriculture, Washington, D.C. 20250-1400.

My Commission Expires May 13, 2028
Commission Number H50756921
Mason County - State of Indiana
Notary Public - 2591
SHELBY CONSTANCE RUTNER



NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its program and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (1202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 705-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (U.S.C. 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal Law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

Tibbett Surveying

(Formerly CB&M Surveys)

P.O. Box 487
429 N.E. "A" Street
Linton, IN 47441
(812) 847-1952

www.tibbettsurveying.com



MEASURING THE MIDWEST

CB & M Surveys is now Tibbett Surveying as of October 1, 2020. Same company, same people.

Page 1 of 2
Job No. CS5210

NRCS Easement Proposed Conservation Easement (Exhibit A)

A part of the Northeast Quarter of Section 14 and a part of the Northwest Quarter of Section 13, Township 8 North, Range 5 West of the Second Principal Meridian, Jefferson Township of Greene County, Indiana more particularly described as follows: Commencing at a stone marking the Northeast corner of the Northeast Quarter of said Section 14 per a Legal Survey completed by Parker, dated April 06, 1910 and recorded in Survey Book 5 page 79; thence South 89 degrees 36 minutes 48 seconds West along and with the divide line between Section 11 and Section 14 a distance of 1320.12 feet to a rebar engraved James Tibbett LS80910029 hereon referred to as a monument; said monument marking the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 11 per a Fowler survey dated January 10, 1994 and recorded in Deed Book 286 pages 337-381; thence South 33 degrees 00 minutes 59 seconds East a distance of 164.30 feet to a Fowler rebar per survey recorded January 10, 1994 in Deed Book 286 pages 377-381; thence South 35 degrees 20 minutes 28 seconds East along and with said Fowler survey line passing through a Fowler rebar at 984.61 feet a total distance of 996.77 feet to a monument found; thence South 00 degrees 22 minutes 00 seconds East a distance of 859.70 feet to a monument found on the Northerly Right of Way of the I & V Railroad originally recorded September 22, 1886 in Deed Book 30 pages 380-382 being a 100 foot Right of Way; thence South 00 degrees 32 minutes 57 seconds East a distance of 57.53 feet to the centerline of the railroad track; thence South 00 degrees 11 minutes 00 seconds East a distance of 57.17 feet to a monument found on the South Right of Way of said railroad; thence South 00 degrees 22 minutes 00 seconds East a distance of 2374.67 feet to a monument found at the centerline of a private levee per a Tibbett survey dated May 27, 2015 per Job Number 5055R1; thence continuing South 00 degrees 22 minutes 00 seconds East a distance of 75.29 feet to a monument marking the TRUE POINT OF BEGINNING; thence South 85 degrees 19 minutes 46 seconds East a distance of 280.34 feet to a monument; thence North 49 degrees 19 minutes 59 seconds East passing through a sign post at 281.42 feet a total distance of 562.83 feet to a monument set on the divide line between Section 14 and Section 13; thence North 49 degrees 19 minutes 59 seconds East a distance of 423.92 feet to a monument; thence North 31 degrees 12 minutes 59 seconds East passing through a sign posts at 500.00 feet, 1,000.00 feet, 1,500.00 feet, a railroad spike at 1777.83 feet, a total distance of 1905.75 feet to a monument; thence North 31 degrees 12 minutes 59 seconds East a distance of 205.13 feet to the right bank of the White River; thence along and with the right, top bank of said White River for the next 9 calls:

- 1) South 02 degrees 36 minutes 12 seconds West a distance of 543.40 feet;
 - 2) South 15 degrees 04 minutes 14 seconds East a distance of 608.67 feet;
 - 3) South 42 degrees 09 minutes 43 seconds East a distance of 557.24 feet;
 - 4) South 00 degrees 00 minutes 07 seconds East a distance of 355.52 feet;
 - 5) South 26 degrees 37 minutes 43 seconds West a distance of 802.33 feet;
 - 6) South 44 degrees 52 minutes 09 seconds West a distance of 646.65 feet;
 - 7) South 73 degrees 17 minutes 56 seconds West a distance of 364.74 feet;
 - 8) North 63 degrees 58 minutes 39 seconds West a distance of 892.47 feet to the divide line between Section 14 and Section 13;
 - 9) North 81 degrees 36 minutes 17 seconds West a distance of 667.79 feet;
- thence leaving said right top of bank North 00 degrees 22 minutes 00 seconds West passing through a monument at 15.00 feet a total distance of 265.00 feet to the point of beginning and containing 5.90 acres out of Section 14 and 74.99 acres out of Section 13 for a total of 80.89 acres more or less.

Subject to riparian rights due to the White River along the entire East and South sides thereof.

**Ingress, Egress Easement
Easement Description (Exhibit B)**

Having a 20 feet wide ingress and egress easement, being 10 feet on each side of the following described centerline. A part of the Southeast Quarter of Section 11 and a part of the Southwest Quarter of Section 12 and a part of the West Half of Fractional Section 13 all being in Township 8 North, Range 5 West of the Second Principal Meridian, Jefferson Township of Greene County, Indiana more particularly described as follows; Commencing at a stone marking the Southeast corner of said Section 11 per Legal Survey completed by Parker, dated April 06, 1910 recorded in Survey Book 5 page 79; thence South 89 degrees 36 minutes 48 seconds West along and with the divide line between Section 11 and Section 14 a distance of 1320.12 feet to a rebar engraved James Tibbett LS80910029 hereon referred to as a monument, said monument marking the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 11 per a Fowler survey dated January 10, 1994 and recorded in Deed Book 286 pages 337-381; thence North 00 degrees 52 minutes 55 seconds East a distance of 394.82 feet to the intersection of County Road 75 East and the existing farm lane, said point marking the TRUE POINT OF BEGINNING; thence along and with the centerline of said farm lane for the next 10 calls:

- 1) South 88 degrees 55 minutes 10 seconds East a distance of 935.87 feet;
- 2) along a curve to the right having the following curve data: radius of 1361.50 feet, long chord bearing of South 67 degrees 23 minutes 44 seconds East, long chord length of 949.22 feet, along and with an arc length of 969.58 feet;
- 3) South 29 degrees 31 minutes 51 seconds East a distance of 280.43 feet;
- 4) South 01 degrees 43 minutes 31 seconds West a distance of 434.54 feet;
- 5) South 03 degrees 58 minutes 19 seconds East a distance of 441.23 feet to the centerline of the right of way line having a total width of 100 feet per the original I & V Railroad strip recorded September 22, 1886 in Deed Book 30 pages 380-382;
- 6) along a curve to the left having the following curve data: radius of 2807.77 feet, long chord bearing of South 34 degrees 38 minutes 12 seconds East, long chord length of 1180.30 feet, along and with an arc length of 1189.17 feet to the center line on top of a private levee;
- 7) South 54 degrees 39 minutes 34 seconds East a distance of 27.01 feet;
- 8) along a curve to the right having the following curve data, radius of 31.90 feet, long chord bearing of South 00 degrees 33 minutes 23 seconds East, long chord length of 42.35 feet, along and with an arc length of 46.31 feet;
- 9) South 45 degrees 00 minutes 00 seconds West a distance of 19.77 feet;
- 10) along a curve to the left having the following curve data, radius of 163.16 feet, long chord bearing of South 11 degrees 13 minutes 40 seconds West, long chord length of 89.15 feet, along and with an arc length of 90.29 feet to a railroad spike marking the terminus of said center line. Strip sidelines are lengthened or shortened in order to terminate on the center line of County Road 75 East on the North end the North line of the 80.89 acres parcel on the South end and to meet at angle points.

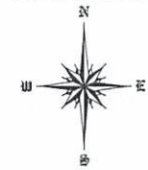
All references to recorded documents in the above description can be found in the offices of the Recorder and or Surveyor's Office in Greene County, Indiana.

The bearing system for this survey is grid based upon GPS observations using WGS84 datum.

This description was written by James C. Tibbett PLS 80910029, President of Tibbett Surveying located at 429 N.E. A Street, Linton, Indiana.

Subject to all rights-of-way, easements, public ways, leases, restrictions, reservations, covenants, right of persons in possession, outstanding mineral interests, land use restrictions imposed by governmental authorities, and all other matter of record affecting title to the subject real estate, if any there be.

Description of NRCS Conservation Easement, NRCS Agreement Number 54-52KY-20-01V49 on lands of Leona Moody prepared for USDA-Natural Resources Conservation Service



The bearing system for this survey is grid based upon GPS observations using WGS84 datum utilizing the INCORS network, SPC83-IN West, NAD83 combined scale factor of 0.99994964 Convergence angle N00-06-13W

Drawing Scale 1" = 420'

Legend

- Rebar Set or Found with Cap Engraved James Tibbett LS80910029
- Rebar Found
- Railroad Spike Found
- Mag Nail Found
- Concrete Post Found
- Wood Post Found
- Stone Found
- Calculated Point NOT Set
- NRCS Sign Post Set
- Measured (M) Recorded (R)
- Total
- Property Line
- Adjacent Property Line
- Section Line
- Easement Line
- Conservation Boundary
- Right-of-Way Line
- Railroad Track
- Fence Line

NRCS Easement
54-52KY-20-01V49
80.89 Acres
Leona Moody

Part of Sections 11 and 12 and
Part of Fractional Section 13 and
Part of the East Half of Fractional Section 14,
All Being Located in Township 8 North, Range 5 West
of the Second Principal Meridian, Jefferson Township
of Greene County, Indiana

Tibbett Surveying
Po Box 487
429 NE A Street
Linton, IN 47441
(812)847-1952
www.tibbettsurveying.com
Email: jaltibbet@tibbettsurveying.com

Survey is NOT complete without Surveyor's Report
I affirm, under the penalties of perjury, that I have taken reasonable care to ensure the accuracy of the information contained in this document, unless otherwise noted.

Project Number: CS5210
Drawing Name: CS5210R3.dwg
Drawn By: James C. Tibbett
Approved By: James C. Tibbett
Date: 11-25-2020 12-10-2020 12-18-2020
Sheet: 8 of 8

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Kahla Family
Recorded 08-01-01
Inst. # 200100004161

Deckard Survey
Perpetuation Survey
Dated 10-10-07

Vicinity Map (NTS)



Line Chart

LINE	BEARING	DISTANCE
1	N 89°36'44" E	287.75
2	N 89°30'43" E	52.63
3	N 89°36'43" E	55.63
4	S 00°11'00" E	57.17
5	S 00°32'57" E	57.53
6	S 13°00'59" E	164.30
7	N 02°52'55" E	171.89
8	N 86°49'51" W	289.74
9	S 88°06'50" W	58.07
10	N 00°58'03" E	149.82
11	N 88°11'25" W	153.12
12	N 89°02'20" E	330.00
13	S 00°08'08" E	308.00
14	N 88°49'29" E	326.20
15	N 00°52'55" E	404.83
16	N 89°44'28" E	105.09
17	N 88°49'29" E	234.91
18	S 00°38'41" E	130.60
19	N 89°36'23" E	560.29
20	N 89°36'23" E	88.64
21	S 02°36'12" W	81.58
22	N 31°12'59" E	205.13
23	S 85°19'46" E	280.34
24	N 00°22'00" W	109.95
25	S 00°22'51" E	460.75
26	N 89°37'09" E	292.86
27	S 89°37'09" W	357.86
28	N 89°51'47" W	229.72
29	N 01°51'08" E	1324.69
30	N 01°54'48" E	1324.69
31	N 89°44'26" E	2661.61
32	S 89°46'54" E	2779.13
33	N 00°22'00" W	265.00
34	N 00°52'55" E	394.83
35	S 88°59'10" E	235.81
36	S 29°31'51" E	280.43
37	S 01°43'31" W	434.54
38	S 03°58'19" E	441.23
39	N 01°43'29" E	307.90
40	S 54°39'34" E	27.01
41	S 45°00'00" W	19.77
42	S 00°22'00" E	75.29

Curve Line Chart

CURVE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	1474.29	S 42°23'20" W	462.75	462.85
C2	1474.29	S 05°39'15" E	271.10	271.48
C3	1361.50	S 67°23'44" E	949.22	969.58
C4	2807.77	S 34°38'12" E	1180.30	1189.17
C5	31.90	S 00°33'23" E	42.35	46.31
C6	163.16	S 11°13'40" W	89.15	90.29

