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United States Department of Agriculture
Natural Resources Conservation Service

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KYRA STEPHENSON, RECORDER
WASHINGTON CO., SALEM, IN
RECORDED AS PRESENTED
02/13/2012 NRCS LTP 090H
9/9/2010

Grassland Reserve Program Conservation Easement

Easement No. 8352KY1101505

This Conservation Easement Deed ("Deed"), made this 22nd day of December 20 11, between Linda M & Larry L Terrel, and its successors, heirs, and assigns, ("Grantor") and the UNITED STATES OF AMERICA, by and through the Commodity Credit Corporation, ("Grantee" or "United States"). Grantor and the United States are jointly referred to as the "Parties." The acquiring agency of the United States is the Natural Resources Conservation Service ("NRCS"), United States Department of Agriculture.

I. Recitals and Conservation Purposes

A. Grantor owns the property ("Property") located in Washington (County) of Indiana (State) and legally described in Exhibit A attached hereto and made part of this Deed.

B. The grassland, forb, shrubland, wildlife habitat, and other natural characteristics of the Property (collectively referred to as "Conservation Values") as well as its state of improvement, are described in a Baseline Inventory Report ("Report") prepared by Grantee with the cooperation of Grantor and attached hereto at Exhibit B. The Report describes the condition of the Property as of the date of this Deed. The Report may be used by Grantee to assure that any future changes in the use of the Property are consistent with the terms of this Deed. However, this Report is not intended to preclude the use of other evidence to establish the condition of the Property at the time this Deed is executed.

C. Grantor intends that the grazing uses and related Conservation Values of the Property are to be protected. To effectuate this conservation purpose, Grantor intends to convey to Grantee the right to restore and conserve the grazing uses and related Conservation Values of the Property.

D. Acquisition of this Deed is authorized by the Grassland Reserve Program ("GRP"), sections 1238N through 1238Q of Title XII of the Food Security Act of 1985, as amended by the Food, Conservation, and Energy Act of 2008. The easement rights in the above-described lands are being acquired for administration by the Secretary of Agriculture through NRCS for the purposes of protecting grazing uses and related conservation values by restoring, enhancing, and conserving grassland, shrubland, forbs and wildlife habitat and biodiversity.

NOW THEREFORE, in consideration of the sum of _____ Dollars (_____), Grantor hereby grants and enters into a full and complete warranty of title, to the

SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

FEB 13 2012

Sarah Bachman
AUDITOR WASHINGTON COUNTY

United States and its assigns, an easement in the Property, including development rights and access to the Property, as defined herein. It is the intent of Grantor to convey and relinquish all development rights to Grantee for the purpose of protecting the Conservation Values identified herein. This Deed shall constitute a servitude upon the Property so encumbered, shall run with the land, and shall bind Grantor, its heirs, successors, assigns, lessees, and any other person claiming under them.

Subject, however, to any valid rights of record.

The term of this easement is perpetual.

II. Purposes

The purpose of this Deed to protect the grazing uses and related Conservation Values on the Property by conserving, restoring and enhancing grassland, shrubland, forbs, wildlife habitat and biodiversity.

III. Permitted, Prohibited, Restricted and Reserved Activities

A. Grassland Uses of the Property. Grantor is permitted to graze, hay, harvest for seed production, mow, construct fire breaks, conduct fire pre-suppression and rehabilitation activities, and conduct common grazing practices, including maintenance and necessary cultural practices, consistent with the provisions and conservation purposes of this Deed. As used in this Deed, the term "common grazing practices" means those practices customary to the region where the Property is located related to livestock grazing, and includes forage management and necessary cultural practices such as the infrastructure required to conduct livestock grazing on the Property.

Grantor shall not hay, mow or harvest for seed during certain nesting seasons for birds whose populations Grantee determines are in significant decline. Such determinations shall be made in writing to the Grantor, or set forth within the GRP Management Plan on the Property (see paragraph IV. A.). The GRP Management Plan will be maintained by NRCS following NRCS conservation planning procedures.

B. Quiet Enjoyment. Grantor reserves for itself and its invitees the right of quiet use and enjoyment and the right to convey or lease the Property and restrict public access.

C. Prohibited Acts. Grantor shall not perform, nor knowingly allow others to perform, any act, including those prohibited or restricted herein, that is inconsistent with the purposes of this Deed.

D. Crop Cultivation. Except for grazing uses permitted in paragraph III. A., the cultivation or production of crops, non-perennial forages for human or domestic animal consumption, or seed production is prohibited.

E. Non-Grassland Land Uses. The establishment of tree or shrub nurseries, fruit or nut producing trees, vineyards, tree farms or plantations, aquaculture ponds, or any activity that is inconsistent with maintaining grazing land, except as specifically permitted in this Deed or a restoration plan approved by NRCS, is prohibited.

F. Incidental Lands. Grantee may determine that the enrollment of certain incidental lands (including but not limited to ponds and woods) present on this Property at the time this Deed is executed and identified in the Report, may be necessary to facilitate the administration of the easement boundary. Grantor may utilize and maintain such incidental lands in a manner that is compatible with the purposes of this Deed, as determined by Grantee.

G. Topography. Altering the existing topography of the Property by digging, plowing, disking, or otherwise disturbing the surface is prohibited, unless Grantee determines such actions are necessary to restore and maintain the viability of grassland and related Conservation Values and provides Grantor, in advance and in writing, approval subject to the terms and conditions Grantee determines are necessary to ensure the protection of grazing uses and related Conservation Values, or unless otherwise specifically permitted by this Deed or the GRP Management Plan.

H. Waste. Dumping, collecting, recycling, or storing of trash, refuse, waste, sewage, or other debris is prohibited, except that animal waste may be applied on the Property as fertilizer as long as Grantee provides Grantor, in advance and in writing, approval subject to the terms and conditions Grantee determines are necessary to ensure the protection of the grazing uses and related Conservation Values.

I. Mining. The exploration, development, mining, or extraction of soil, sand, gravel, mineral, oil, gas, or any other hydrocarbon substance from the surface of the Property is prohibited. However, subsurface exploration and extraction of oil, gas, and minerals may be conducted utilizing techniques and methods that result in only a temporary disturbance to the surface of the soil, as determined by the Grantee, if Grantee also determines that such activities are consistent with conserving and maintaining the viability of grazing uses and related Conservation Values, and Grantee provides Grantor, in advance and in writing, approval subject to the terms and conditions Grantee determines are necessary to ensure the protection of these Conservation Values, including, but not limited to, requiring that all structures are located beneath the soil surface and that any disturbed surface is restored promptly to grassland. Subsurface extraction of gas, oil, and minerals may be conducted by off-site methods (such as slant drilling) that do not impact the surface of the Property. Any extraction permitted pursuant to this paragraph shall be conducted in compliance with Federal, State and local regulations and permits.

J. Construction of Buildings, Livestock Facilities or Other Structures. The repair, maintenance, or replacement of existing corrals, livestock holding pens, windmills, barns, or other minor structures, as identified in the Report, necessary to conduct common grazing practices on the Property, are permitted at the same location and within the existing footprint of such structures. Construction of new buildings, livestock facilities, or other structures necessary to conduct common grazing practices on the Property may be permitted on the Property, if Grantee determines that such activities are consistent with the purposes of this easement to conserve and maintain the grazing uses and related Conservation Values, and provides the Grantor, in advance and in writing, approval subject to the terms and conditions Grantee determines are necessary to ensure the protection of these Conservation Values.

K. Watering Facilities. Grantor may maintain existing watering facilities (i.e., water tanks, troughs, and dugout ponds) for livestock or wildlife in their current location as identified in the Report. Grantor may construct or place on the Property new watering facilities for livestock and wildlife if Grantee determines that such facilities are consistent with conserving and maintaining the grazing uses and related Conservation Values, and Grantee provides the Grantor, in advance and in writing, approval subject to the terms and conditions Grantee determines are necessary to ensure the protection of these Conservation Values.

L. Fences. Existing fences may be repaired or replaced and new fences may be built on the Property for the purposes of managing livestock in a manner that is customary in the region where the Property is located and consistent with the purposes of this Deed.

M. Roads and Impervious Surfaces. No portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, nor shall any road for access or other purposes be constructed. However, new roads necessary to conduct common grazing practices as permitted herein on the Property may be constructed with prior written approval of Grantee and subject to terms and conditions Grantee determines are necessary to maintain the viability of the grazing uses and related conservation values. Existing roads may be maintained and repaired in their current condition and within their existing footprint as identified in the Report. Maintenance and repair of existing roads shall not be construed to permit the paving of any existing road not already paved or otherwise covered in an impervious material.

N. Tree Cutting. Trees may be cut to control insects and disease, prevent personal injury and property damage, obtain firewood for personal use, and construct fences as permitted herein, with prior written approval of Grantee.

O. Recreational Uses. Undeveloped, passive, recreational uses, such as hiking, camping, bird watching, hunting, and fishing are permitted as long as such uses, as determined by Grantee, do not impair the grazing uses and other Conservation Values.

P. Motorized Vehicle Use. Motorized vehicle use on the Property is prohibited, except as necessary to carry out uses permitted herein on the Property. Off-road vehicle courses for snowmobiles, all-terrain vehicles, motorcycles, or other motorized vehicles are prohibited.

Q. Development Rights. The Property shall not be developed except as expressly permitted by this Deed. Subject to valid existing rights of record, all development rights associated with the Property are vested in Grantee. The Parties agree that these development rights are terminated and extinguished and may not be used on or transferred off of the Property to any other property or otherwise used.

R. Signs. Except for no trespassing signs, for sale signs, and signs identifying the owner of the Property, all other signs, advertisements, and billboards of any nature are prohibited. The permitted signs may not exceed 15 square feet in size. The Parties agree that the United States has the right to erect and maintain signs on the Property for the purpose of identifying this easement.

S. Exotic Species. The introduction, cultivation, or use of exotic plant or animal species is prohibited on the Property without prior written approval of Grantee and subject to terms and conditions Grantee determines are necessary to ensure the protection of the grassland resources and related Conservation Values referenced in this Deed.

T. Subdivision. The division, partition or subdivision of the Property is generally prohibited. However, Grantee may approve the division of the Property for reasons which Grantee determines, in its sole discretion, are sufficiently extraordinary to justify an exception to the prohibition. The terms of this Deed shall apply to any approved, subdivided parcels.

U. Utilities. The installation or relocation of new public or private utilities, including electric, telephone, or other communications services over the Property, is prohibited, except as provided in this provision. Existing utilities on the Property may be maintained, repaired, removed, or replaced at their current location as identified in the Report. The installation, repair, and maintenance of new underground utilities such as electric, gas, water, sewer lines, or other utilities may be permitted on the Property if Grantee determines that such activities will result in only a temporary disturbance and are consistent with conserving and maintaining the grazing uses and related Conservation Values, and provides Grantor, in advance and in writing, approval subject to terms and conditions Grantee determines are necessary. The construction or installation of wind, solar and other energy generation structures on the Property are permitted only when the Grantee determines, in its sole discretion, in advance and in writing, that such structures are consistent with conserving and maintaining the grazing uses and related Conservation Values.

V. Rights of Way. Rights-of-way are prohibited over, on, or below the Property, except the conveyance of rights-of-way by Grantor may be permitted under limited circumstances in the sole discretion of Grantee when Grantee determines that such a proposed action is consistent with the purposes of this Deed. Any permission granted under this provision must be in advance and in writing and may stipulate conditions in order to ensure protection of the grazing uses and related Conservation Values.

W. Water Rights. Grantor shall retain the right to use the water rights described in Exhibit C for the present and future use on the Property, as well as all wells, ditches, canals, headgates, springs, reservoirs, water allotments, and water rights of ways associated with the Property and identified in the Baseline Inventory Report. With the prior written approval of Grantee, Grantor may transfer, lease, sell, or otherwise separate a portion of those water rights from the Property that the Grantee determines are not necessary to ensure the function of the grazing operation and the protection of the grazing uses and related Conservation Values.

X. Restoration. In furthering the conservation purposes of this Deed, Grantor may restore grasses, forbs, and shrubs on the Property if approved in advance and in writing by Grantee. In addition, Grantee shall have the right to enter the Property to undertake, at its own expense or on a cost-share basis with Grantor or other entity, activities to restore, protect, manage, maintain, enhance, and monitor the grazing uses and related Conservation Values.

IV. Affirmative Duties: Planning Requirements

A. GRP Management Plan. The Parties agree that good resource management and land stewardship is important for present and future generations, for the protection and enhancement of grasses and other native and desirable, non-native vegetation on the Property, and in furtherance of its Conservation Values. Grantor agrees to implement a GRP Management Plan on the Property developed and approved by Grantor and NRCS, which describes the practices, measures, and other conditions necessary for restoring and maintaining the viability of grazing uses and related conservation values. Subsequent to recording of this Deed, the GRP Management Plan will be revised when necessary, as determined by NRCS or Grantor, to reflect any changes in the use of the Property that affect the viability of the grassland or other conservation values. The revised GRP Management Plan shall be developed and approved by Grantor and NRCS. The GRP Management Plan shall not include any provisions inconsistent with the purposes of this Deed.

B. Pest and Weed Control. Grantor is responsible for control of noxious weeds and pests according to Federal and State law.

V. Enforcement and Transfer

A. Enforcement.

1. Grantee has the right to prevent, correct, or require correction of violations of the terms of this Deed. Upon notification to the Grantor, Grantee or Grantee's agents may enter the Property to inspect for violations, including, but not limited to, assessing compliance with the GRP Management Plan or other plan described in Section IV above. However, notification by Grantee prior to entry is not required when the Grantee believes there may be a violation of the terms of this Deed. If Grantee finds a violation, Grantee may at its discretion take appropriate legal action in law or equity. Upon discovery of a violation, Grantee shall notify Grantor in writing of the violation. Except when an on going or imminent violation could, as determined by Grantee, seriously impair the conservation values of the Property, Grantee shall give Grantor written notice of the violation and 30 days to correct it before filing any legal action.
2. If Grantor fails to cure the violation within 30 days after receipt of a notice of violation, Grantee may bring an action in court to enforce the terms of this Deed, to enjoin the violation, and to require restoration of the Property to the condition that existed prior to any such injury. Where a court finds that a violation has occurred, Grantor shall reimburse Grantee for all its expenses incurred in halting and correcting the violation, including but not limited to reasonable attorneys' fees.
3. Any delay by Grantee in exercising its rights under this Deed in the event of any violation of its terms by Grantor shall not be deemed a waiver by Grantee of such rights with respect to that violation. Moreover, any failure by Grantee to discover a violation of this Deed, or forbearance by Grantee in exercising its rights under this Deed in the event

of any violation of its terms by Grantor, shall not be deemed a waiver by Grantee of such rights with respect to any subsequent violation.

B. Transfer of Easement Ownership. Upon prior written consent from Grantor, the Secretary of the United States Department of Agriculture ("Secretary") may transfer this easement to an Easement Holder, subject to the right to inspect the Property periodically and the terms set forth below. The Easement Holder must be a State agency, local government, Indian tribe or private conservation or land trust organization which, at the time of transfer, is a qualified organization under 16 U.S.C. 3838q that the Secretary determines has the appropriate authority, expertise, and relevant experience necessary to administer an easement on grassland, and resources necessary to assume title ownership to this easement.

1. In the event that the Easement Holder fails to enforce the terms of this easement, as determined in the discretion of the Secretary, the Secretary, his or her successors and assigns, shall have the right to enforce the terms of this easement through any and all authorities available under Federal or State law.
2. The Easement Holder may only transfer this easement to another qualified public or private entity as provided for under 16 U.S.C. 3838q(b) as that statute reads on the day that this Deed is executed, and the Grantor consents to the transfer.
3. Should this easement be transferred pursuant to this provision, all warranties and indemnifications provided for in this Deed shall continue to apply to the United States. Subsequent to the transfer of this easement, the Easement Holder shall be responsible for conservation planning and implementation, and will adhere to the NRCS Field Office Technical Guide for maintaining the viability of grazing uses and related Conservation Values.
4. Due to the Federal interest in this Deed, this Deed cannot be subject to condemnation without the permission of the United States.

VI. General Terms

A. Access. No public access is conveyed by this Deed. Grantor maintains the right and obligation to prevent trespass and control access by the public pursuant to Federal and State law, provided that Grantee has the right of ingress and egress to the Property over Grantor's property, whether or not Grantor's property is adjacent to or appurtenant to the Property, for the exercise of Grantee's rights under this Deed. The authorized representatives of Grantee may utilize vehicles and other reasonable modes of transportation for access purposes.

B. Responsibilities of Grantor and Grantee Not Affected. Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on Grantee, or in any way affect any existing obligations of Grantor as the owner of the Property. For example:

1. **Taxes.** Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Property.

2. Upkeep and Maintenance. Grantor shall continue to be solely responsible for the upkeep and maintenance of the Property.

C. Rights Acquired. The property rights of the United States acquired under this Deed shall be unaffected by any subsequent amendments to or repeal of the Grassland Reserve Program. If Grantor receives consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be effective upon payment of the first installment.

D. Subsequent Conveyances. Grantor agrees to notify Grantee in writing of the names and addresses of any party to whom the Property is to be transferred at or prior to the time the transfer is consummated. Grantor and its successors and assigns shall specifically refer to this Deed in any subsequent lease, deed, or other instrument by which any interest in the Property is conveyed.

E. Subsequent Liens. No provisions of this Deed should be construed as impairing the ability of Grantor to use this Property as collateral for a loan, provided that any mortgage or lien associated with the loan is subject to or subordinated to this Deed.

F. Severability. If any provision of this Deed is found to be invalid, the remainder of its provisions shall remain in force.

G. Rules of Construction. This Deed shall be interpreted under the laws of the United States. Any ambiguities in this Deed and questions as to the validity of any of its specific provisions shall be resolved in favor of Grantee so as to preserve the conservation values of the Property and to give maximum effect to the purposes of this Deed.

H. Environmental Warranty. "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, rules, 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, 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.

Grantor warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental 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 Property. Grantor further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law.

Moreover, Grantor hereby promises to defend and indemnify Grantee against all litigation, claims, demands, penalties, and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath, or from the Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Property. Grantor's indemnification obligation shall not be affected by any authorizations provided by Grantee to Grantor with respect to the Property or any restoration activities carried out by Grantee at the Property; provided, however, that Grantee shall be responsible for any Hazardous Material contributed after this date to the Property by Grantee.

I. General Indemnification. Grantor shall indemnify and hold harmless Grantee, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental 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 Grantee may be subject or incur relating to the Property, which may arise from, but is not limited to, Grantor's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, agreements contained in this Deed, or violations of any Federal, State, or local laws, including all Environmental Laws.

J. Notices. Any notices required by this Deed shall be in writing and personally delivered or sent by certified mail, return receipt requested, to Grantor and Grantee.

K. No Merger. If Grantee at some future time acquires the underlying fee title in the Property, the interest conveyed by this Deed will not merge with fee title but will continue to exist and be managed as a separate estate.

L. Acceptance. The signature below of Grantee's authorized representative constitutes acceptance of the rights and responsibilities conveyed by this Deed to the United States.

M. Captions. The captions used in this Deed have been inserted solely for convenience of reference. They are not part of this Deed and shall have no effect upon its interpretation.

N. Rights and Obligations. All provisions of this Deed apply to Grantor or Grantee and their respective agents, heirs, executors, administrators, assigns, and any other successors.

TO HAVE AND TO HOLD, this Conservation Easement Deed is granted to the United States of America and assigns. Grantor covenants that it is vested with good title to the Property and shall warrant and defend the same on behalf of the United States against all claims and demands. Grantor covenants to comply with the terms and conditions enumerated in this Deed governing use of the Property, and adjacent lands owned by the Grantor used for access to the Property, and to refrain from any activity that is restricted, prohibited, or inconsistent with the purposes of this Conservation Easement Deed.

Dated this 22 day of December, 2011.

Landowner(s)

Larry L. Terrel

Linda M. Terrel

ACKNOWLEDGEMENT

State of INDIANA

County of Washington

On this 22 day of December, 2011, before me, the undersigned, a Notary Public in and for said jurisdiction, personally appeared Larry L. Terrel & Linda M. Terrel known or proved to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their 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.



Branda D. Gush
Notary Public

Notary Public for the State of INDIANA
Residing at Washington County
My Commission Expires: 4-19-2016

TAX MAILING ADDRESS: 10450 S. Buffalo Trace; Pekin, IN 47165

ACCEPTANCE BY GRANTEE:

I _____ (name), _____ (title) being the duly authorized representative of the United States Department of Agriculture, Natural Resources Conservation Service, do hereby accept this Conservation Easement Deed with respect to the rights and duties of the United States of America, Grantee.

Dated this _____ day of _____, 2____.

Signature

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

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 (202) 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) 795-3272 (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.

This information collection is exempted from the Paperwork Reduction Act, as it is required for administration of the Food, Conservation, and Energy Act of 2008 (see Pub. L. 110-246, Title II, Subtitle J – Miscellaneous Conservation Provisions).

**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.
Holly A. Perkins/Janet D Hocker**

NAME: Larry L. and Linda M. Terrell

CONTRACT No: 8252KY1101505

I, Jane E. Hardisty 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 6th day of January, 2012.

Natural Resources Conservation Service(s) Signature: Roger A. Kult **ACTING FOR**
Roger A. Kult
Title: State Conservationist

Acknowledgment

In the State or Commonwealth of Indiana, County, Borough or Parish of Marion, on this 6th day of January, 2012 before me, the undersigned, a Notary Public in and for said jurisdiction, personally appeared ROGER A. KULT 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.



Rhonda Ezekiel
Notary Public

Rhonda Ezekiel
Printed Name

My Commission Expires: 9/29/2016

Resident of Morgan County, Indiana.

NRCS Contract #8352KY1101505



EXHIBIT A

Tract #1 Description

A part of the South half of Section 4, Township 1 South, Range 4 East, Jackson Township, Washington County, Indiana and described as follows:

Beginning at a Limestone found at the Center of said section; thence South 88 degrees 48 minutes 39 seconds East with the north line of the southeast quarter of said section, (passing through a 5/8" rebar set with a plastic cap inscribed "Daniel S. Blann, PLS #20300053" at 826.48 feet) 1615.33 feet west right of way line of Buffalo Trace Road; thence South 78 degrees 46 minutes 44 seconds East, 113.77 feet; thence on a curve turning to the right a distance of 173.46 feet, with a radius of 203.98 feet, and a chord of South 57 degrees 46 minutes 50 seconds East, 168.28 feet to a 5/8" rebar set with said cap; thence South 31 degrees 14 minutes 32 seconds East, 836.48 feet to a 5/8" rebar set with said cap; thence leaving said west right of way South 84 degrees 59 minutes 10 seconds West, 459.11 feet to a 5/8" rebar set with said cap; thence North 85 degrees 31 minutes 33 seconds West, 39.37 feet to a 5/8" rebar set with said cap; thence South 84 degrees 39 minutes 28 seconds West, 133.78 feet to a 5/8" rebar set with said cap; thence South 00 degrees 25 minutes 09 seconds East, 354.59 feet to a 5/8" rebar set with said cap; thence South 68 degrees 30 minutes 21 seconds West, 73.10 feet to a 5/8" rebar set with said cap; thence South 06 degrees 55 minutes 36 seconds West, 242.36 feet to a 5/8" rebar set with said cap; thence South 12 degrees 50 minutes 13 seconds West, 205.89 feet to a 5/8" rebar set with said cap; thence South 88 degrees 39 minutes 58 seconds West, 146.04 feet to a 5/8" rebar set with said cap; thence South 84 degrees 42 minutes 51 seconds West, 342.21 feet to a 5/8" rebar set with said cap; thence South 08 degrees 06 minutes 46 seconds East, 38.08 feet to a 5/8" rebar set with said cap; thence South 87 degrees 42 minutes 34 seconds West, 241.88 feet to a 5/8" rebar set with said cap; thence North 00 degrees 37 minutes 52 seconds East, 95.58 feet to a 5/8" rebar set with said cap; thence North 24 degrees 04 minutes 32 seconds East, 110.15 feet to a 5/8" rebar set with said cap; thence North 05 degrees 55 minutes 22 seconds West, 569.27 feet to a 5/8" rebar set with said cap; thence North 34 degrees 34 minutes 11 seconds West, 179.01 feet to a 5/8" rebar set with said cap; thence North 89 degrees 10 minutes 05 seconds West, 907.97 feet to a 5/8" rebar set with said cap; thence North 20 degrees 11 minutes 59 seconds West, 174.44 feet to a 5/8" rebar set with said cap; thence North 08 degrees 53 minutes 43 seconds East, 742.33 feet to a 5/8" rebar set with said cap; thence South 88 degrees 10 minutes 16 seconds East, 157.98 feet to a 5/8" rebar set with said cap; thence South 88 degrees 48 minutes 39 seconds East, 1615.33 feet to a 5/8" rebar set with said cap on the north line of the southwest quarter of said section; thence South 78 degrees 46 minutes 44 seconds East with said north line, 113.77 feet to the point of beginning, containing 61.94 acres, more or less. Excepting out 0.23 acres, more or less, for the existing buildings, totaling 61.71 acres, more or less.

EXHIBIT A CONTINUED..

Tract #2 Description

A part of the Southeast quarter of Section 4 and the Southwest quarter of Section 3, Township 1 South, Range 4 East, Jackson Township, Washington County, Indiana and described as follows:

Beginning at a 1/2" iron pipe at the Southeast corner of said Section 4; thence North 88 degrees 27 minutes 18 seconds West the south line of said Section 4, 415.71 feet to a 5/8" rebar set with a plastic cap inscribed "Daniel S. Blann, PLS #20300053"; thence North 01 degrees 57 minutes 18 seconds East, 438.93 feet to a 5/8" rebar set with said cap; thence North 13 degrees 56 minutes 03 seconds West, 50.94 feet to a 5/8" rebar set with said cap; thence North 08 degrees 52 minutes 35 seconds East, 192.66 feet to a 5/8" rebar set with said cap; thence North 76 degrees 17 minutes 03 seconds East, 172.88 feet to a 5/8" rebar set with said cap; thence North 63 degrees 39 minutes 06 seconds East, 441.62 feet to a 5/8" rebar set with said cap on the west right of way line of Buffalo Trace Road; thence South 20 degrees 37 minutes 51 seconds East, 229.21 feet to a 5/8" rebar set with said cap; thence South 09 degrees 22 minutes 59 seconds East, 270.28 feet to a 5/8" rebar set with said cap; thence South 14 degrees 26 minutes 09 seconds East, 470.65 feet to a 1/2" iron pipe found on the south line of said Section 3; thence North 88 degrees 36 minutes 15 seconds West with the south line of said Section 3, 422.84 feet to the point of beginning, containing 13.31 acres, more or less.

EXHIBIT A-1

RE: Linda & Larry Terell—Grassland Reserve Program (GRP)--#8352KY1101505—Washington County, Indiana

Ingress/Egress to the GRP property is as follows: From the intersection of Buffalo Trace Road and Dutch Creek Road proceed approximately 1.1 miles to the property located in Washington County, Jackson Township, Township 1N; Range 4E; Sections 4 & 9. The entry to property will be a farm gate direct and immediately accessible on the west side of Buffalo Trace Road.

EXHIBIT B

GRP Baseline Inventory Report Linda and Larry Terrel Farm 10/18/2011

General

The farm consists of approximately 150 acres with 68 acres of pasture, 32.2 acres of hayfields that are also grazed, 7.3 acres of vegetative filterstrip along Bear Creek, 41 acres of trees, and 8.5 acres for the house and buildings. The GRP easement is 75.02 acres. It is all the pastureland and 12.3 acres of the north hayfield. The approximate GRP boundaries are on the map at the end of this document. The pastures and hayfields are split into 12 paddocks that can be further divide into more paddocks with temporary fence. The hayfields are harvested for hay 1-2 times per year, and then any regrowth is grazed during the growing season or as stockpile in the winter time depending upon rainfall.

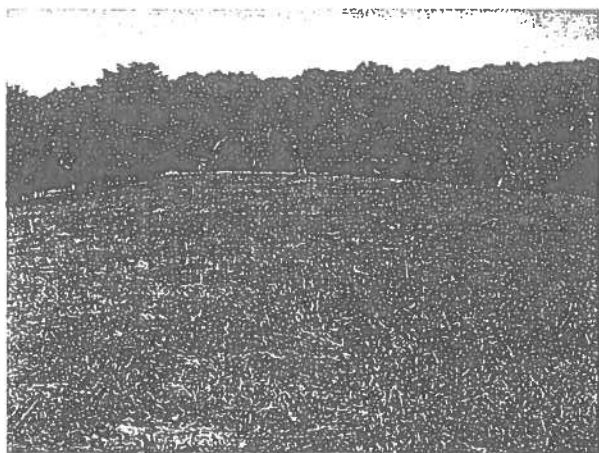
The farm currently has 53 cow/calf pairs and at any time there could be 5 - 15 replacement heifers. The average herd size is 55-60 cow/calf pairs. In the past the farm was operated as a sheep farm, but currently the cattle are less daily management than the sheep.

The Buffalo Trace and Vincennes Trail that ran from the Louisville, KY area to Vincennes, IN goes along the east edge of the property and the remnants of the trail can still be seen today.

Landscape

The farm is mostly gently rolling hills, but the hayfields along Bear Creek are fairly flat (2-4% slopes).

The pastures are predominately Tall Fescue interseeded with red clover, white clover, orchardgrass, and endophyte-free Tall Fescue. Approximately 25 acres per year of the pastures is frost-seeded with red clover to keep 20-40% of the pasture in a legume.



1. Pasture looking north of northeast barn

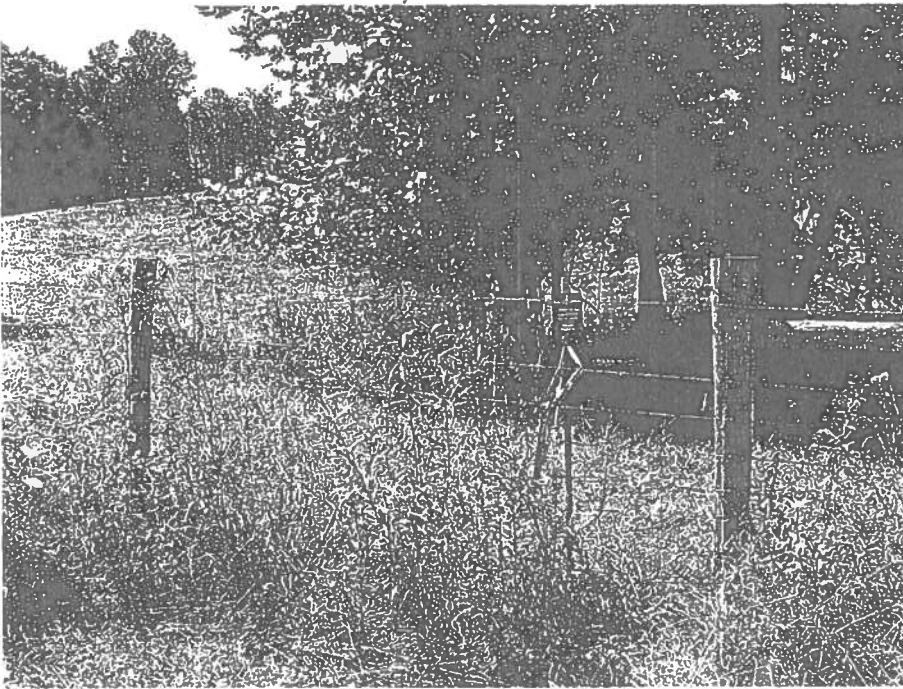


2. Pasture looking northwest of north-middle barn

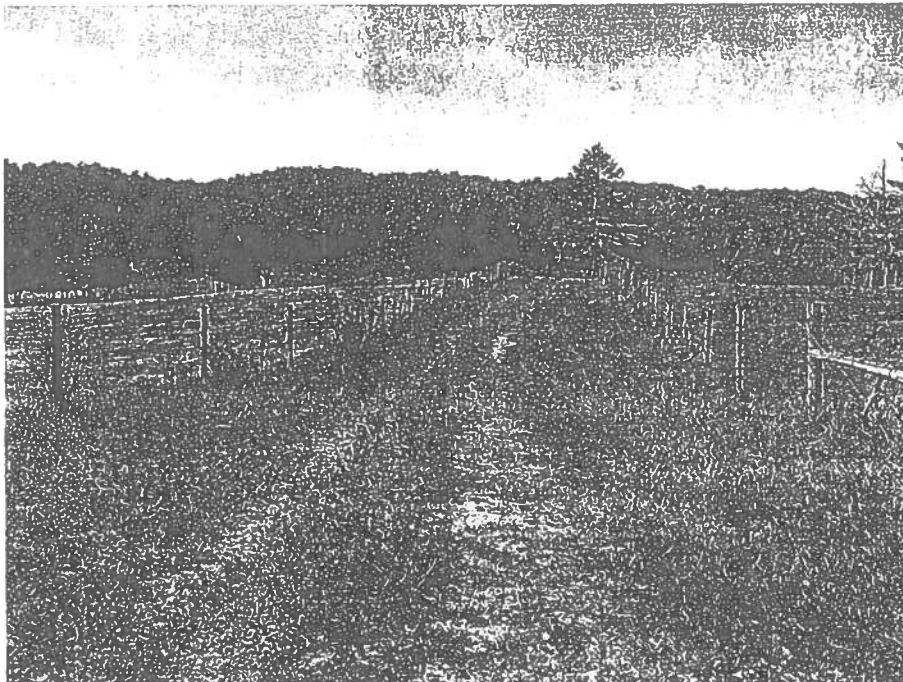
EXHIBIT B continued

Fences / Lanes

The fence is mostly a combination of woven wire and barbwire. Although some of the fence is barbwire only. The entire fence is well maintained. Livestock lanes and equipment roadways are mainly graveled and well maintained.



5. Exterior Fence along Buffalo Trace RD

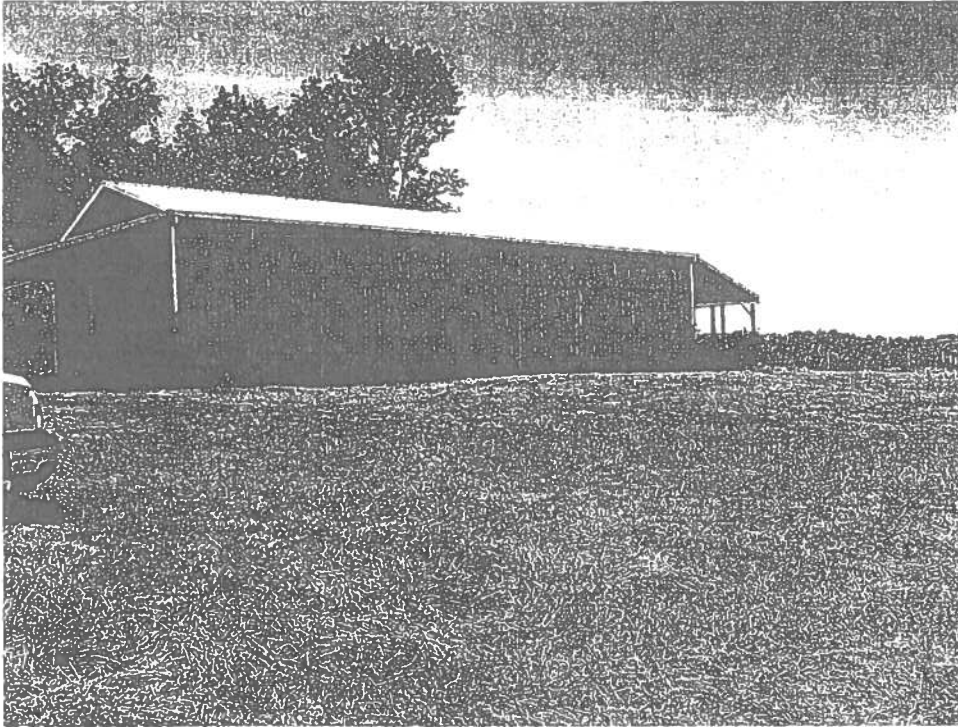


6. Interior fence along the lane west of the northern barns.

EXHIBIT B continued

Buildings

There are several barns on the farm and 3 barns are within the GRP easement area.



9. northeast barn



10. All three barns
looking from the west.

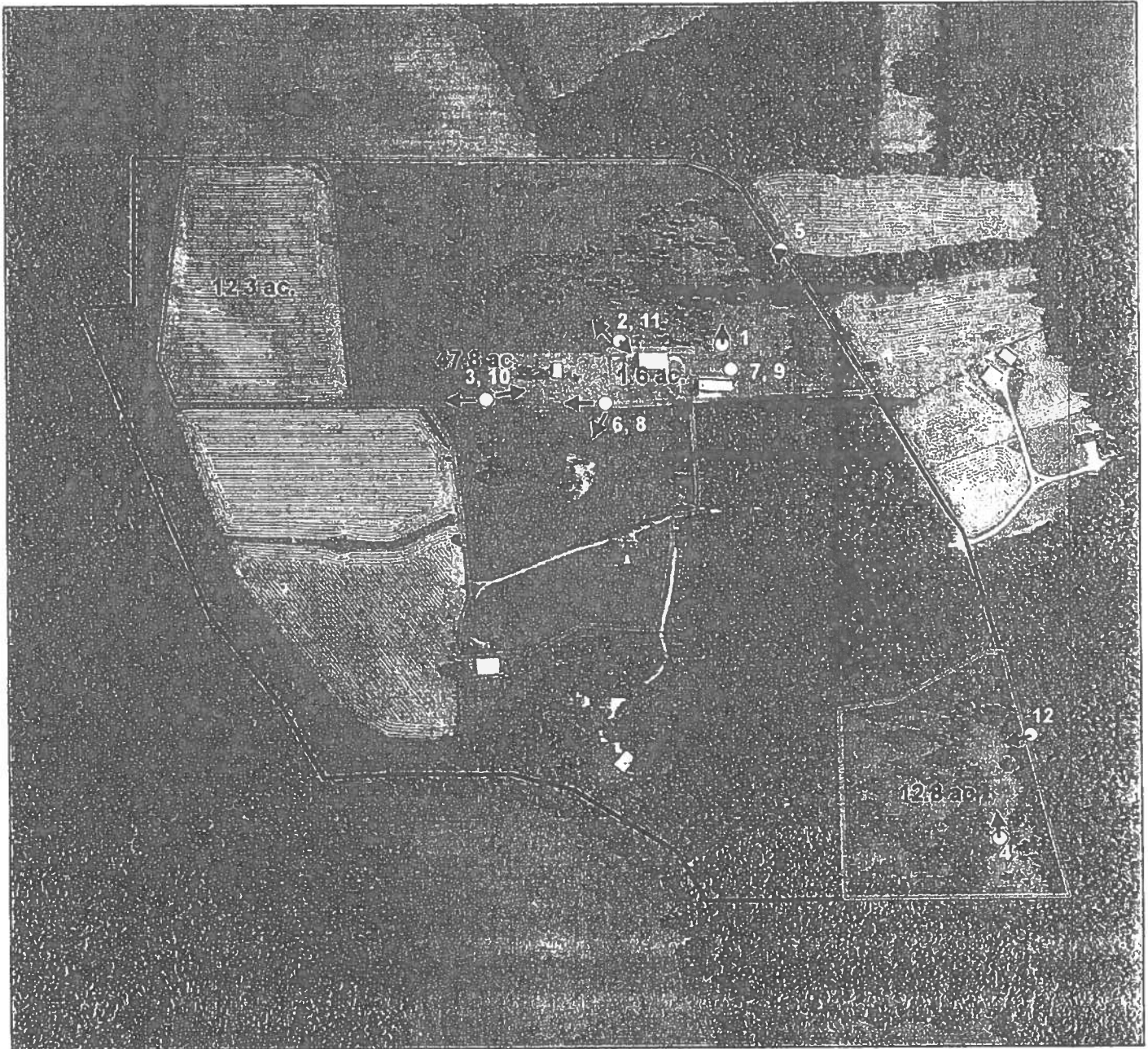
GRP Plan Map

Date: 8/29/2011

Customer(s): LINDA TERREL,
LARRY L TERREL

District: WASHINGTON COUNTY SOIL & WATER CONSERVATION DISTRICT
Legal Description: Jackson Twp.
T. 1N R. 4E Section 4 & 9

Field Office: SALEM SERVICE CENTER
Agency: USDA-NRCS
Assisted By: RUTH HACKMAN



Legend

- GRP_Photo_Locations
- GRP_Permanent_Easement
- Tract Boundary

Farm Number 7548
Tract Number 4194

330 0 330 660 990 1,320 Feet

1 inch equals 550 feet



Pt. Sec. 3 & Sec. 4, T-1-S, R-4-E.

NRCS Contract #8352KY1101505

