

LETTER

LETTER

E<sup>2</sup>NE<sup>4</sup>12-14-1E SPRINT TOWER

1372

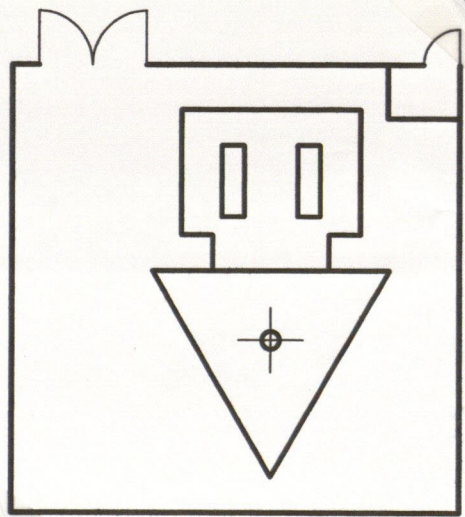


I-70



#601

30' ACCESS  
EASEMENT

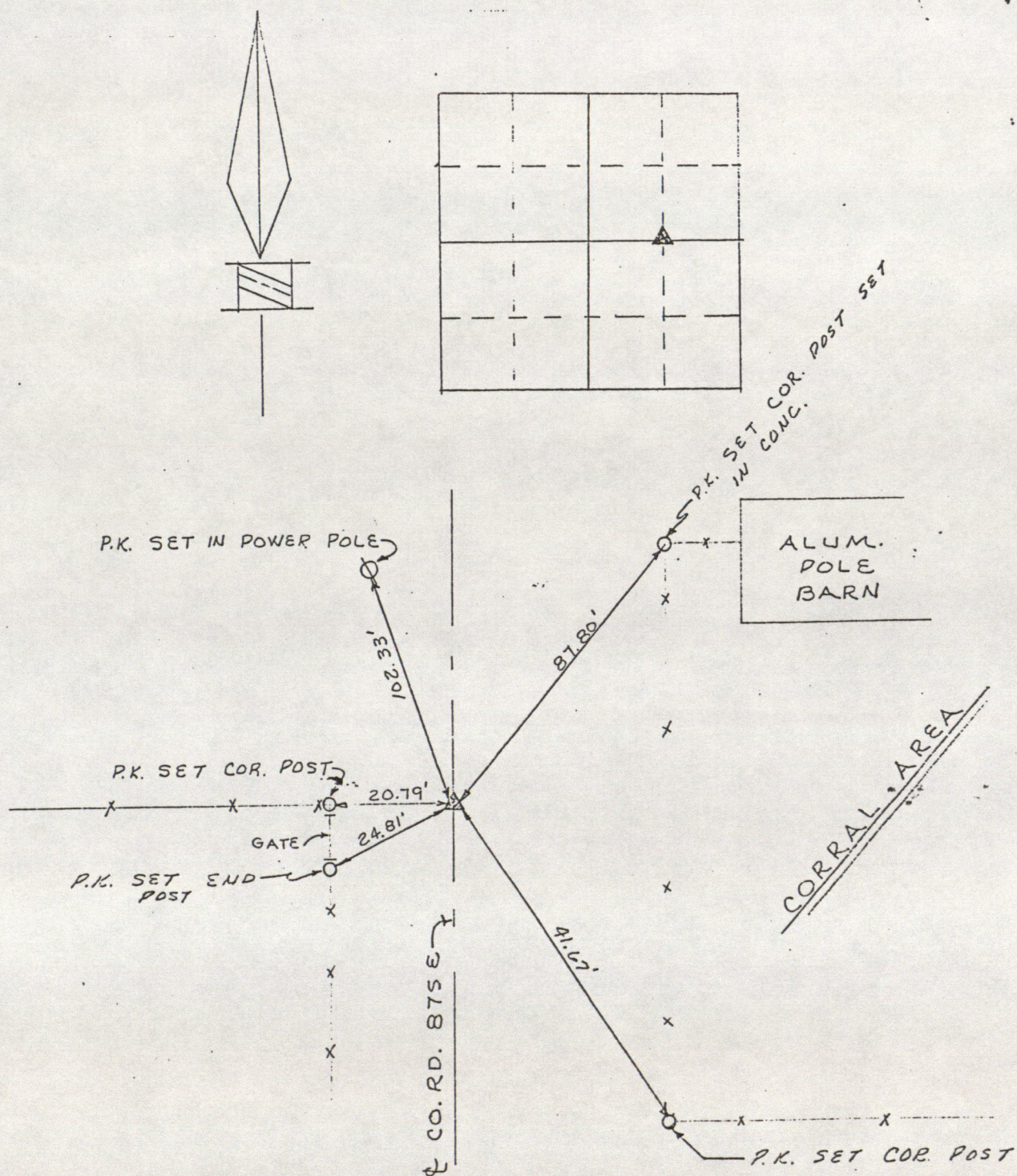


135'

75'

**SHALL THE  
COMPOUND  
BE ORIENTED  
THIS WAY?**





A good stone found - round on top about 0.5 feet deep. A small rebar was found on top of the stone but was in bad condition. It was replaced with a 1/2" x 4" bolt and ties were made.

2/8/80 S. Maxwell & M. Shambaugh



#601

CHICAGO TITLE INSURANCE COMPANY  
COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A

CASE NAME: Sprint Spectrum, L.P.

1. EFFECTIVE DATE: July 3, 1996 at 4:00 P.M.

2. POLICY OR POLICIES TO BE ISSUED:

(a) AMOUNT \$25,000.00

( ) OWNER'S POLICY-ALTA OWNERS  
PROPOSED INSURED:

Sprint Spectrum, L.P.

(b) AMOUNT

( ) ALTA LOAN POLICY  
PROPOSED INSURED:

3. TITLE TO THE FEE SIMPLE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT IS AT THE EFFECTIVE DATE HEREOF VESTED IN:

Nancy J. Strange, Trustee of Nancy J. Strange, Revocable Trust, undivided 1/3 interest, Joel D. Williamson, an undivided one-third (1/3) interest; Joel I. Williamson, an undivided one-sixth (1/6) interest; and Steven R. Williamson, an undivided one-sixth (1/6) interest

4. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

SEE LEGAL DESCRIPTION ATTACHED

THE ABSTRACT & TITLE GUARANTY CO., INC.  
Issued at Danville, Indiana 46122

By: Lawrence D. Kerts  
Authorized Officer or Agent sm

THIS COMMITMENT IS INVALID UNLESS THE INSURING PROVISIONS AND SCHEDULES A AND B ARE ATTACHED.

COMMITMENT NUMBER: 96-2445



"LEGAL DESCRIPTION"

A part of the East Half of the Southwest Quarter of Section 12, Township 14 North, Range 1 East located in Guilford Township, Hendricks County, Indiana, being more particularly described as follows, to-wit:

Commencing at the Southwest corner of the East Half of the Southwest Quarter of Section 12, Township 14 North, Range 1 East, thence North 90 degrees 00 minutes 00 seconds East 865.10 feet along the South line of said Southwest Quarter; thence North 01 degree 58 minutes 00 seconds East 547.27 feet to the Point of Beginning of this description; thence North 01 degree 58 minutes 00 seconds East 1728.51 feet to a point on the southerly right-of-way line of Interstate Highway #70 (as per project No. 70-3, Section (23) 65 dated 1963); thence South 85 degrees 44 minutes 47 seconds East 395.18 feet along said right-of-way line; thence South 46 degrees 11 minutes 59 seconds East 99.84 feet along said right-of-way line; thence South 06 degrees 57 minutes 29 seconds East 88.60 feet along said right-of-way line to a point on the East line of the East Half of said Southwest Quarter; thence South 02 degrees 24 minutes 58 seconds West 1556.46 feet along said East line; thence North 88 degrees 17 minutes 44 seconds West 470.48 feet to the Point of Beginning. Containing 18.74 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

NOTE: This policy does not insure the accuracy of the quantity of land appearing on the legal description of Schedule A hereof.



SCHEDULE B - SECTION 1

REQUIREMENTS

THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:

- Item (a) Pay the full consideration to, or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
- Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and fully filed for record to-wit:
- Item a-1. Payment and release of record of the following:  
Mortgage from Joel I. Williamson; Steven R. Williamson, Sarah L. Williamson, Nancy Joan Strange, Trustee of the Nancy Joan Strange Revocable Trust; Cathy Sue Williamson and Joel D. Williamson to Fifth Third Bank of Central Indiana dated July 5, 1995, recorded July 26, 1995, in the office of the Recorder of Hendricks County, Indiana.
- Item b-1. Deed from Nancy J. Strange, Trustee of Nancy J. Strange, Revocable Trust, undivided 1/3 interest, Joel D. Williamson, an undivided one-third (1/3) interest; Joel I. Williamson, an undivided one-sixth (1/6) interest; and Steven R. Williamson, an undivided one-sixth (1/6) interest vesting fee simple title in Sprint Spectrum, L.P.
- Item b-2. Effective July 1, 1993, buyers and sellers of real estate must complete a typed Disclosure of Sales Information form prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5. The disclosure form is not recorded but rather is filed with the Auditor's office. The disclosure form must be filed before the deed can be recorded. The filing fee is \$5.00.
- Item b-3. Vendor's Affidavit.
- NOTE: Judgment search has been made against Sprint Spectrum, L.P. for ten years last past. FIND NONE.
- NOTE: Judgment search has been made against Nancy J. Strange, Trustee of Nancy J. Strange, Revocable Trust, undivided 1/3 interest, Joel D. Williamson, an undivided one-third (1/3) interest; Joel I. Williamson, an undivided one-sixth (1/6) interest; and Steven R. Williamson, an undivided one-sixth (1/6) interest for ten years last past. FIND NONE.

THIS COMMITMENT IS INVALID UNLESS THE INSURING PROVISIONS AND SCHEDULES A AND B ARE ATTACHED.

COMMITMENT NO.: 96-2445



SCHEDULE B-SECTION 2

EXCEPTIONS

THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY.

- a. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
  - b. Rights or claims of parties in possession, boundary line disputes, overlaps, encroachments, any other matters not shown by the public records which would be disclosed by an accurate survey and inspection of the land described in Schedule A.
  - c. Easements, or claims of easements, not shown by the public records.
  - d. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
  - e. Taxes or assessments which are not shown as existing liens by either the public records or the records of any taxing authority that levies taxes or assessments on real property.
1. Taxes for the last half of the year 1995 due and payable in November 1996, plus any penalties and interest which may accrue.  
Assessed in Guilford Township  
Key No. 06-2-12-41E 300-014  
Land \$3330; Improvements \$ -0-; Exemption \$-0-  
May 1995 installment due in May 1996 in the amount of \$98.49, PAID  
November 1995 installment due November 1996 in the amount of \$98.49, UNPAID.  
NOTE: The permanent key numbers are provided for information only. the Company neither guarantees nor insures the accuracy or completeness thereof. You are advised that you should not rely upon these numbers and should independently verify the accuracy thereof.
  2. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
  3. Hendricks County Drainage System and any assessments thereto.
  4. Right-of-way for electric lines and associated rights to Public Service Company of Indiana, Inc., dated August 30, 1976 and recorded August 30, 1976 in Deed Record 243, page 476, in the Office of the Recorder of Hendricks County, Indiana.
  5. Easement for electric transmission line to Indiana Electric Corporation, dated October 31, 1923, recorded December 14, 193 in Miscellaneous Record 14, page 579, in the Office of the Recorder of Hendricks County, Indiana.

NOTE: IF POLICY IS TO BE ISSUED IN SUPPORT OF A MORTGAGE LOAN, ATTENTION IS DIRECTED TO THE FACT THAT THE COMPANY CAN ASSUME NO LIABILITY UNDER ITS POLICY, THE CLOSING INSTRUCTIONS, OR INSURED CLOSING SERVICE FOR COMPLIANCE WITH THE REQUIREMENTS OF ANY CONSUMER CREDIT PROTECTION OR TRUTH IN LENDING LAW IN CONNECTION WITH SAID MORTGAGE LOAN.

THIS COMMITMENT IS INVALID UNLESS THE INSURING PROVISIONS AND SCHEDULES A AND B ARE ATTACHED.  
COMMITMENT NUMBER: 96-2445



## CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interests or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

Issued by:  
THE ABSTRACT & TITLE  
GUARANTY CO., INC.  
71 WEST MARION STREET  
P.O. BOX 207  
DANVILLE, IN 46122  
(317) 745-4300



CHICAGO TITLE INSURANCE COMPANY

By:

*George P. Pollock*  
President

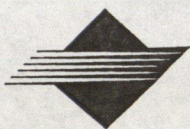
ATTEST:

*Thomas J. Adams*  
Secretary

Secretary

*Lewis D. Kirtz*  
Authorized Signatory





MEMORANDUM

7930 Castleway Drive, Indianapolis, IN 46250

TO: DAN McMULLEN, WIRELESS IMPLEMENTATION DEPARTMENT

FROM: Ed Zanussi, PROPERTY DEPARTMENT 570 -7100 EXT. 1013

DATE: July 23, 1996

RE: REQUIRED INFO. PERTAINING TO TOWER LEASE SITES  
SITE NO.: 601 SITE NAME: CR 1050 E & CR 600 S

The companies providing Geotechnical and Environmental Phase I Services have requested that they be furnished with the following list of information.

This site was audited 07/17/96 and Site No. 1 was selected.

Property Owner Williamson, et al

Please proceed with ordering Geotechnical and Environmental Phase I for the foregoing selected site.

- |                                   |   |
|-----------------------------------|---|
| <u>Bridgeport</u>                 | *Name of Topo Map & Location - Aerial photo location a plus (See Attached)                                      |
| <u>(See Attached)</u>             | *Site Plan Drawing  |
| <u>Ed Zanussi</u>                 | *Name of negotiating Property Specialist (i.e. TeleSite, Qualley, Sprint)                                       |
| <u>(See Attached)</u>             | *Directions to Site - Specific requests Landowners may have concerning drill rig access to site.                |
| <u>14N 1E</u>                     | *Township & range, parcel #, etc. (Parcel No. 06-2-07-42E300-007)   |
| <u>(See Attached)</u>             | *Legal Description and Titlework  |
| <u>Electrical Substation</u>      | *Existing land use & any background info. That may be helpful from an environmental or geotechnical standpoint. |
| <u>Joel Williamson</u>            | *Name and phone # of Landowner or Contact Person. (317)247-5165   |
| <u>(See Attached)</u>             | *Site Photos if available (See Attached)  |
| <u>Parsons &amp; Shartle Eng.</u> | *Surveying Company, Contact Person & Phone # (317) 745-9061   |

FAX: (317) 745-9068



**Sprint Spectrum L.P.**

**Page Two**

Lattice 250' \*Type of Tower, Height, and Manufacturer

Survey Ordered \*Survey stakes at Monopole base or Tower legs and corners of leased site

Date: 07/23/96

**COMMENTS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

cc:



RELEASE SEARCH AREA

SITE NAME: Co. Rd. 1050 E & Co. Rd. 600 S  
SITE NO#: 601

DATE: 7-16-96  
RF NO#: \_\_\_\_\_

RF REQUEST

TOWER TYPE: Self supporter

TOWER HEIGHT: 250' AGL

SITE OBJECTIVE: Coverage

TARGET COORDINATES & ELEVATION:

LATITUDE: 86° 23' 45" N

LONGITUDE: 39° 39' 45" W

GROUND ELEVATION: 761 ' AGSL

SITE TYPE: OMNI  
(Circle One) 3-Sector  
2-Sector

SITE SELECTED APPROVAL SECTION

SITE NO.: 1

LANDOWNER: Williamson, et al

OPTION LEASE / PURCHASE

CONFIRMED TOWER TYPE & HEIGHT: LATTICE- 250'

COMMENTS / SPECIAL CONDITION: Near airport, FAA may require lower tower.

Note: our time to exercise our option is only 3 (three) months)

\_\_\_\_\_  
Fred Kleber, Director

\_\_\_\_\_  
Dennis Lawler, RF Manager

\_\_\_\_\_  
William J. Smith, Wireless Implementation Manager

\_\_\_\_\_  
David Helton, Property Manager





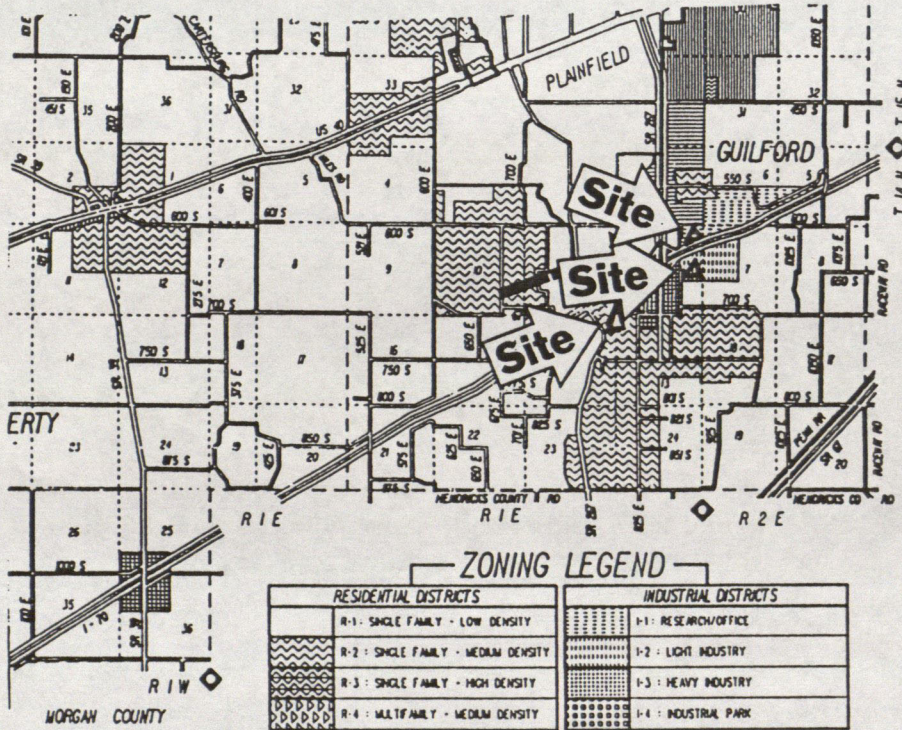
ORIGINAL SEARCH AREA



## SITE EVALUATION REPORT ZONING MAP

SITE NAME: Co. Rd. 1050 E & Co. Rd. 600 S  
 SITE NO#: 601

DATE: 7-16-96  
 RF NO#: \_\_\_\_\_



### ZONING LEGEND

RESIDENTIAL DISTRICTS	INDUSTRIAL DISTRICTS
R-1: SINGLE FAMILY - LOW DENSITY	I-1: RESEARCH/OFFICE
R-2: SINGLE FAMILY - MEDIUM DENSITY	I-2: LIGHT INDUSTRY
R-3: SINGLE FAMILY - HIGH DENSITY	I-3: HEAVY INDUSTRY
R-4: MULTIFAMILY - MEDIUM DENSITY	I-4: INDUSTRIAL PARK
R-5: MULTIFAMILY - HIGH DENSITY	OTHER DISTRICTS
MHP: MOBILE HOME PARK	PLD: PLANNED UNIT DEVELOPMENT
COMMERCIAL DISTRICTS	<div style="text-align: center;">             North         </div> <div style="text-align: center;">             SCALE IN MILES            1/2 1 2         </div> <div style="text-align: center; font-size: small;">           APPROPRIATE - DO NOT USE            FOR LEGAL DESCRIPTION         </div>
C-1: NEIGHBORHOOD	
C-2: GENERAL	
C-3: OFFICE	
C-4: HIGHWAY	
SC: SHOPPING CENTER	

ON MAP

### LEGEND

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<input style="width: 100%; height: 100%; border: 1px solid black;" type="checkbox"/>	Proposed Site								
<input style="width: 100%; height: 100%; border: 1px solid black;" type="checkbox"/>	Rejected Sites								

### SITE LOCATOR/STATUS

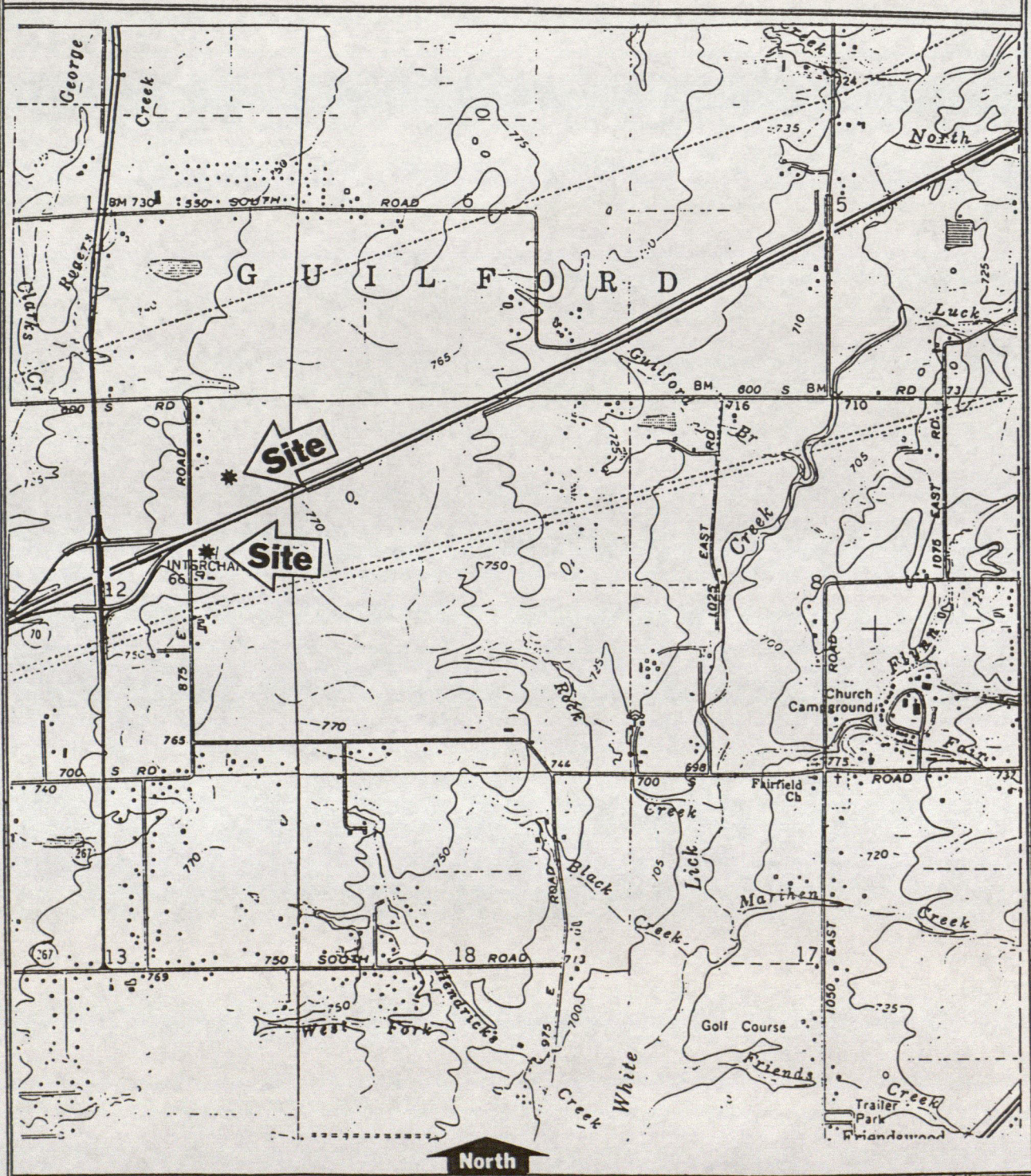
<input style="width: 100%; height: 100%; border: 1px solid black;" type="checkbox"/>	Proposed Site
<input style="width: 100%; height: 100%; border: 1px solid black;" type="checkbox"/>	Rejected Sites



SITE EVALUATION REPORT  
USGS 7.5 MAP

SITE NAME: Co. Rd. 1050 E & Co. Rd. 600 S  
SITE NO#: 601

DATE: 7-16-96  
RF NO#: \_\_\_\_\_

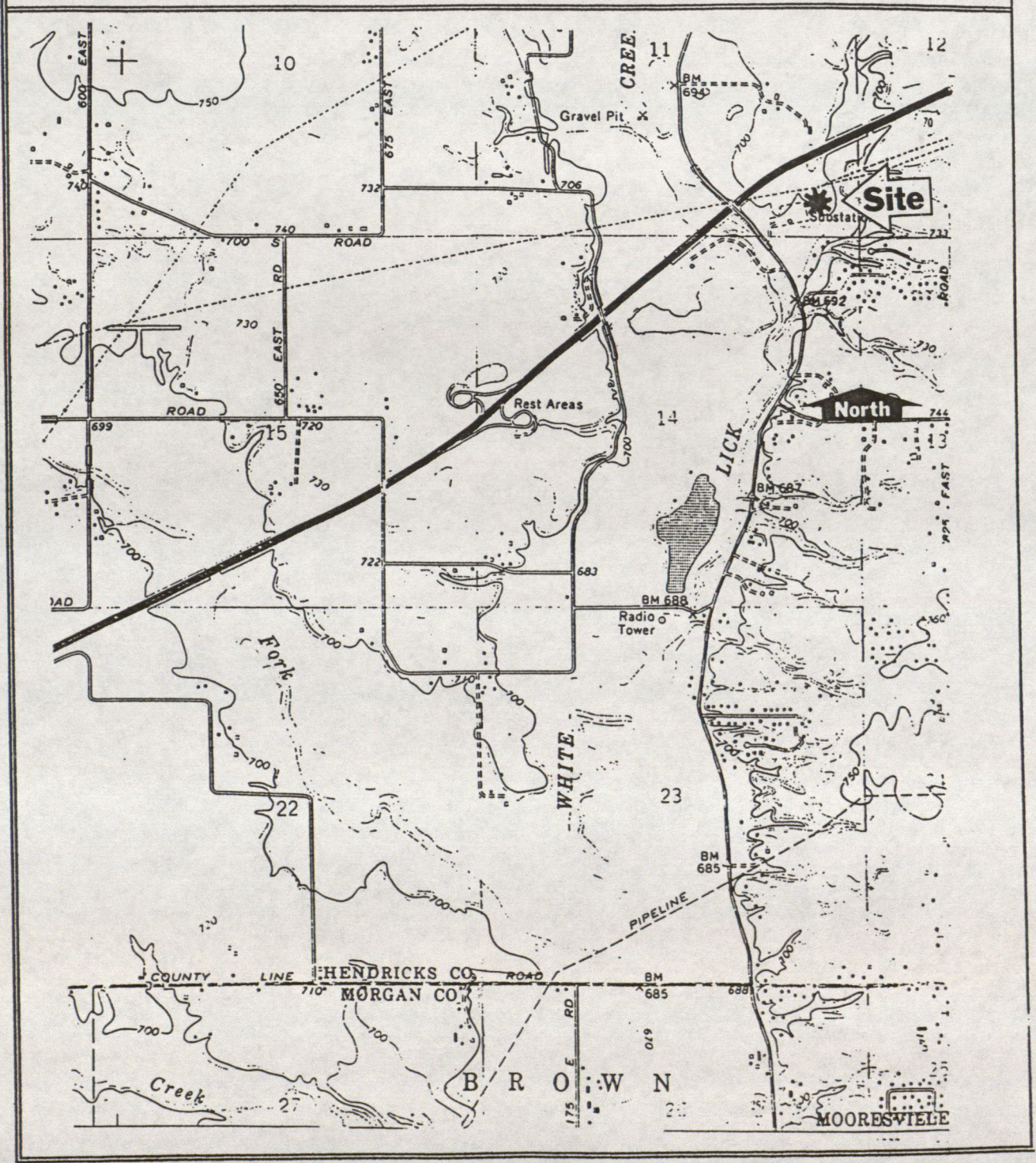




SITE EVALUATION REPORT  
USGS 7.5 MAP

SITE NAME: Co. Rd. 1050 E & Co. Rd. 600 S  
SITE NO#: 601

DATE: 7-16-96  
RF NO#: << >>

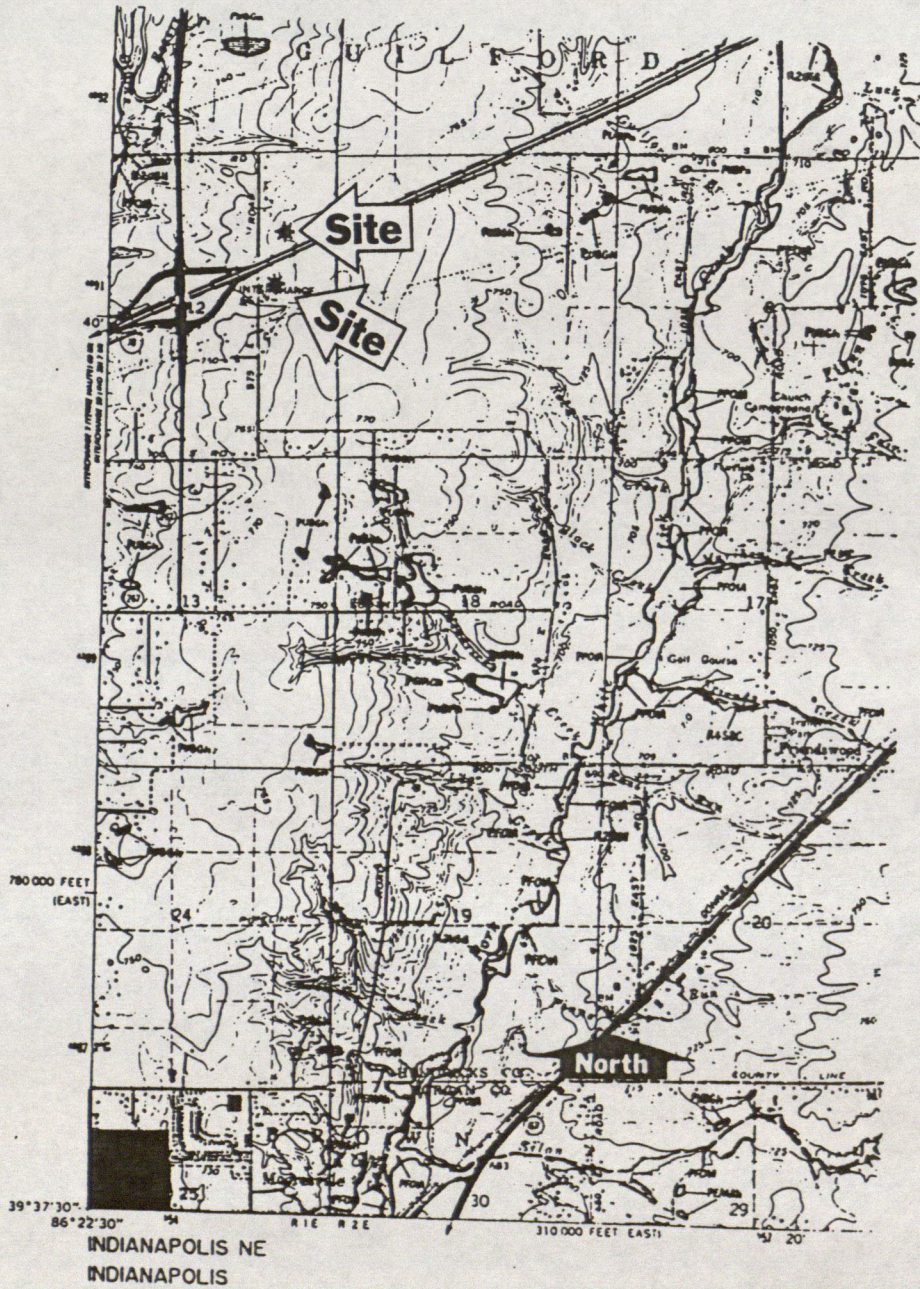




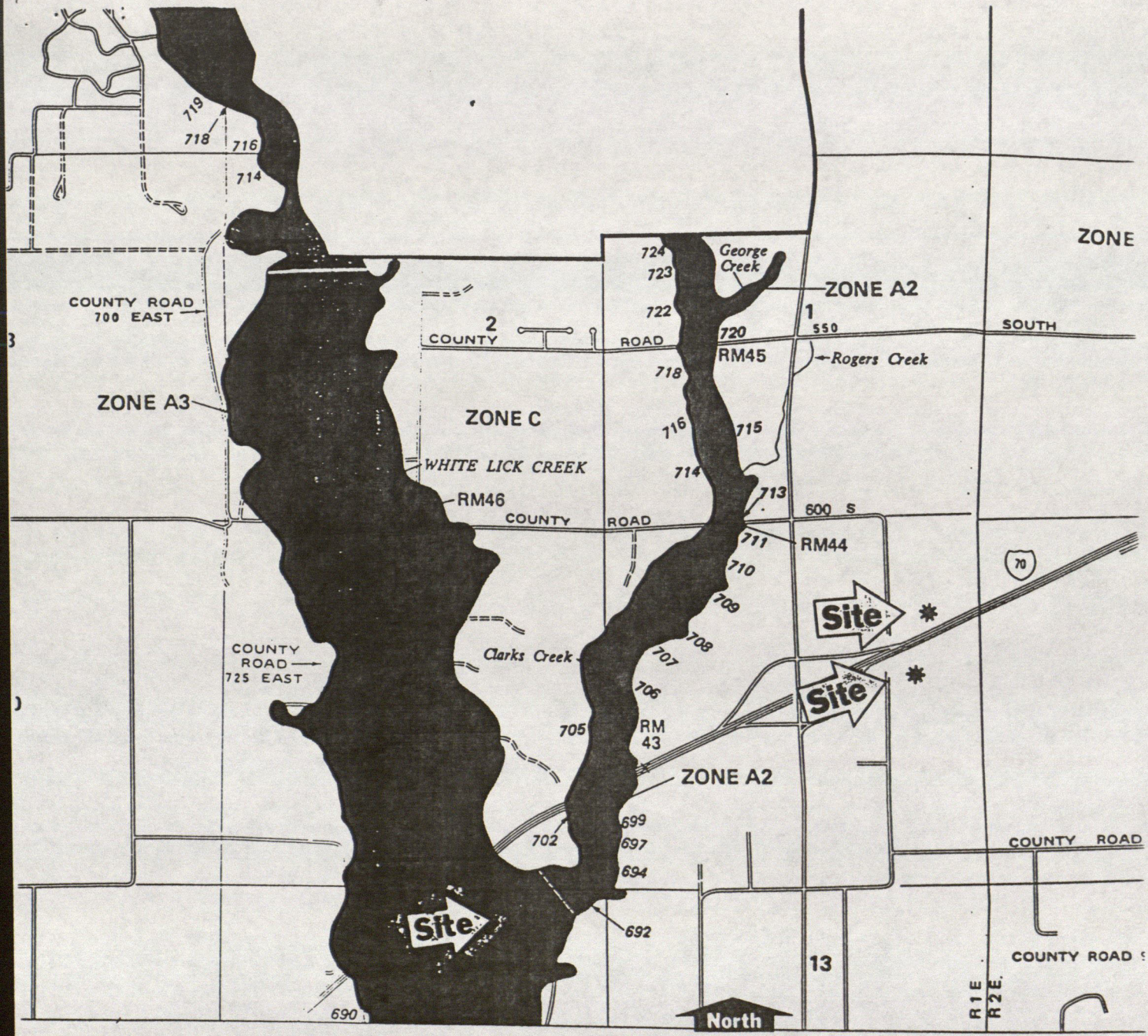
SITE EVALUATION REPORT  
WETLANDS MAP

SITE NAME: Co. Rd. 1050 E & Co. Rd. 600 S  
SITE NO#: 601

DATE: 7-16-96  
RF NO#: \_\_\_\_\_





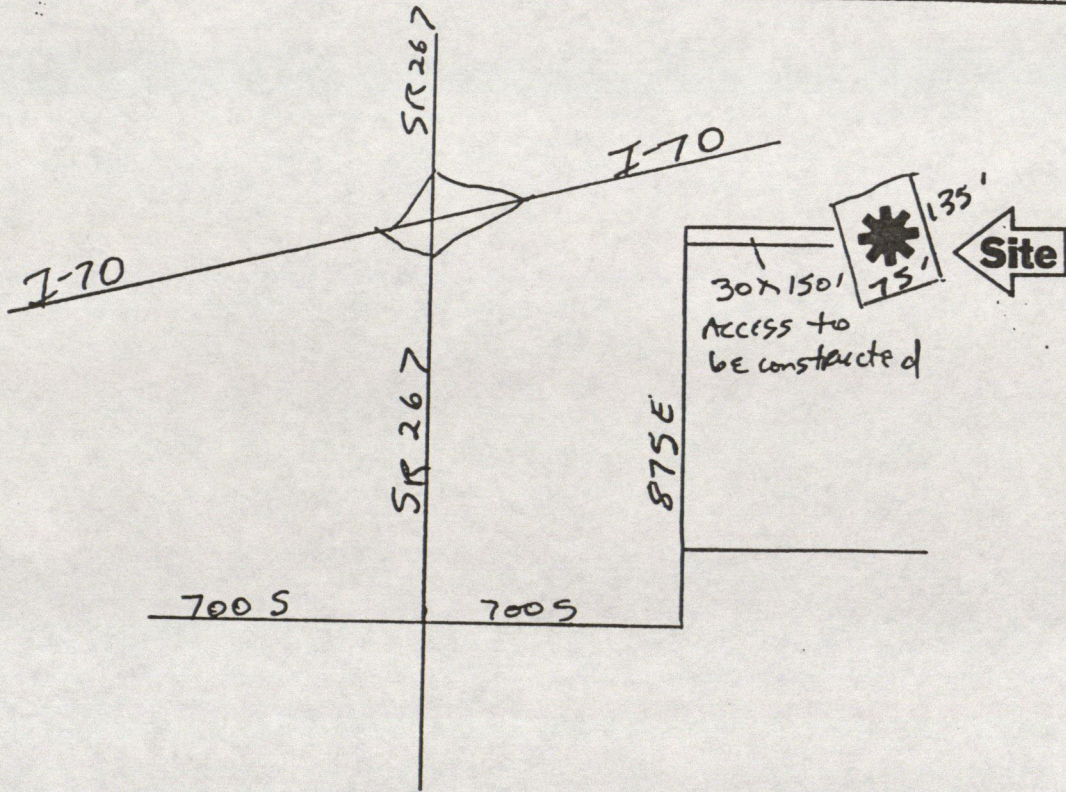




### SITE EVALUATION REPORT

SITE NAME: Co. Rd. 1050 E & Co. Rd. 600 S  
SITE NO#: 601

DATE: 7-16-96  
RF NO#: \_\_\_\_\_



#### DIRECTIONS TO SITE AREA:

From Keystone Avenue and I-465 take 465 West to 465 South. Follow 465 South to I-70 West. Follow I-70 West to S. R. 267 (exit 66). Take 267 South to C.R. 700 S. and turn left. Follow 700 S. (East) to C. R. 875 E and turn left (North). Follow 875 E North to the end of the pavement. Site is on the right in the field. You can see where the new row line for the new I-70 interchange has been cleared.

Contact Property Specialist: Toby Forte



**SITE EVALUATION REPORT**

SITE NAME: Co. Rd. 1050 E & Co. Rd. 600 S  
SITE NO#: 601

DATE: 7-16-96  
RF NO#: \_\_\_\_\_

**LOCATION**

LATITUDE: 39 ° 40 ' 11 "N  
(NAD 27)

LONGITUDE: 86 ° 21 ' 58 "W  
ELEVATION: 740 'AGSL  
(MSL)

USGS MAP NAME: Bridgeport TOWNSHIP: Guilford COUNTY: Hendricks

TAX CARD ATTACHED (required)

PRIOR DEED ATTACHED (required)

SECTION: 12 TOWNSHIP: 14N RANGE: 1E PARCEL NO.: 06-2-07-42E 300-007

LANDOWNER: Williamson, et al PHONE: 317-247-5165

LANDOWNER ADDRESS: 3010 S. Rand Road, Indianapolis IN 46241

CONTACT IF DIFFERENT FROM LANDOWNER: Joel Williamson PHONE: 317-247-5165

PROPERTY ADDRESS /LOCATION: C.R. 875 just South of I-70

PRIOR SURVEY ATTACHED (if available)

PRIOR TITLE POLICY ATTACHED (if available)

**TERMS**

LEASE / OPTION / PURCHASE? ANNUAL RENT / PRICE \$ 10,000.00

OPTION? NO TERMS 5 Yr. initial term with 4 Five Yr. options to renew

EXTENSION CPI OR 15 % PER EXTENSION SPACE ACQUIRING 75' x 135'

ENVIRONMENTAL COMMENTS/  
CONCERNS: None Noticed

WOULD A REAL ESTATE TRANSFER DISCLOSURE BE REQUIRED PRIOR TO EXECUTION OF AN  
OPTION OR LEASE? NA



**SITE EVALUATION REPORT**

SITE NAME: Co. Rd. 1050 E & Co. Rd. 600 S  
SITE NO#: 601

DATE: 7-16-96  
RF NO#: \_\_\_\_\_

**EXISTING STRUCTURE TYPE**

- N/A       WATER TANK       SELF SUPPORT       GUYED TOWER  
 ROOFTOP       MONOPOLE       WOOD POLE       CO-LOCATION

EXISTING EQUIPMENT FACILITY: N/A / CO-LOCATION/ INTERIOR SPACE

EXISTING TOWER HEIGHT: \_\_\_\_\_ AGL      EXISTING SPACE AVG.: \_\_\_\_\_

COMMENTS ON STRUCTURE: \_\_\_\_\_

**PROPERTY/ ZONING**

EXISTING USE: Electrical Substation

CURRENT ZONING: C-4

ADJOINING USE: Agricultural & residential

PERMITTED USE / REZONING / USE VARIANCE / SPECIAL EXCEPTION REQUIRED

ZONING JURISDICTION: TOWN/ CITY/ COUNTY Hendricks County

SETBACKS: FRONT: 60' from Ctr Rd. SIDE: 10' Min./ sum equals 30' REAR: 10'

CONFORM TO THOROUGHFARE PLAN? Yes      CONFORM TO COMPREHENSIVE PLAN? Yes

EXISTING STRUCTURE COMMENTS None

ZONING RECOMMENDATIONS/ COMMENTS: None

**CONSTRUCTION**

TELCO NAME: Americtech      PHONE: 1 317 556-4240

POWER NAME: PSI      PHONE: 1-800-521-2232

APPROX. DISTANCE TO SITE: 500 ' FROM Old SR 267 ROAD

DISTANCE TO TELEPHONE SERVICE: 500'      DISTANCE TO ELECTRIC SERVICE: 0

LOCATION OF EQUIPMENT: NEW SHELTER / EXISTING SHELTER / IN BUILDING

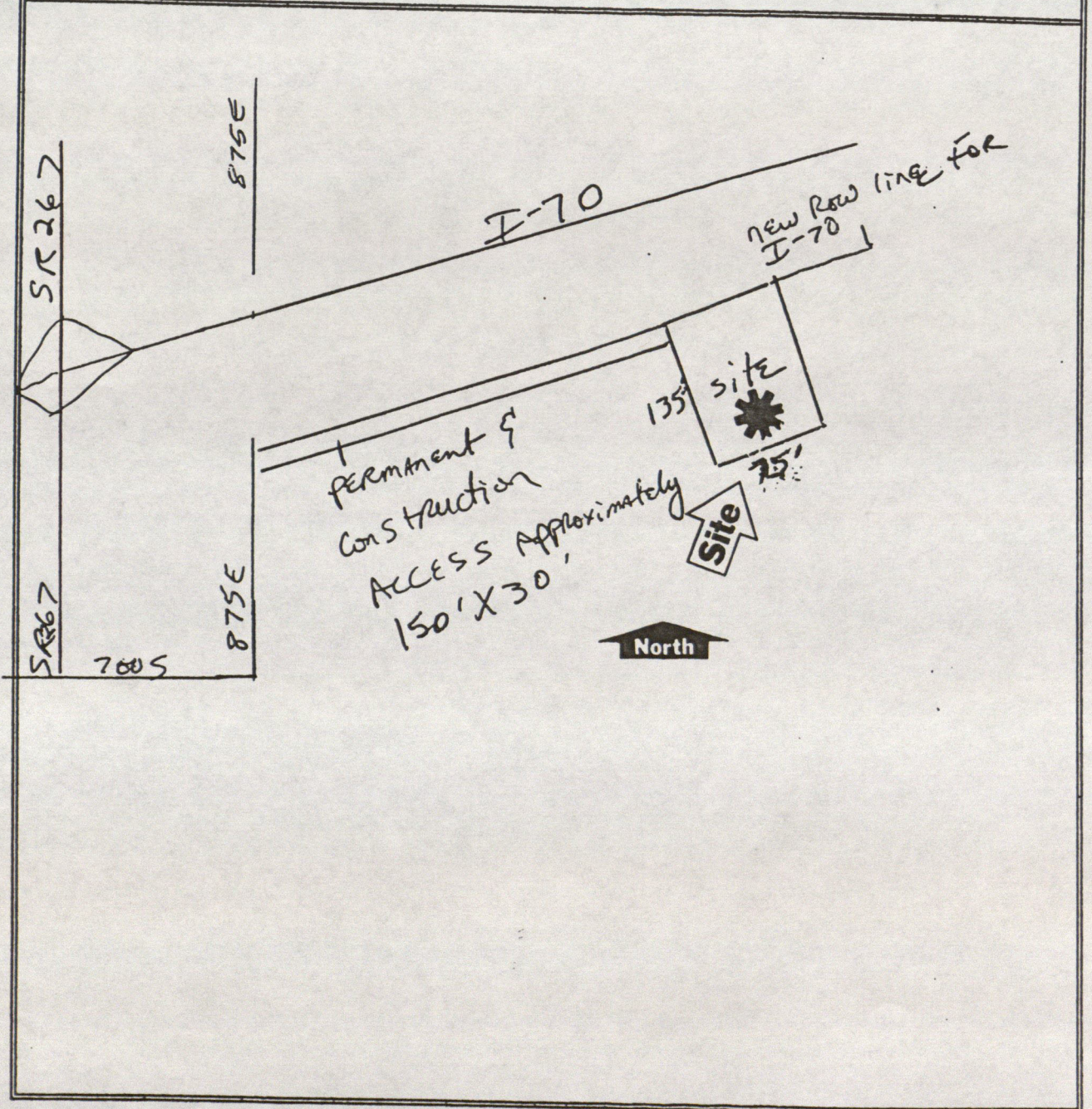


SITE EVALUATION REPORT

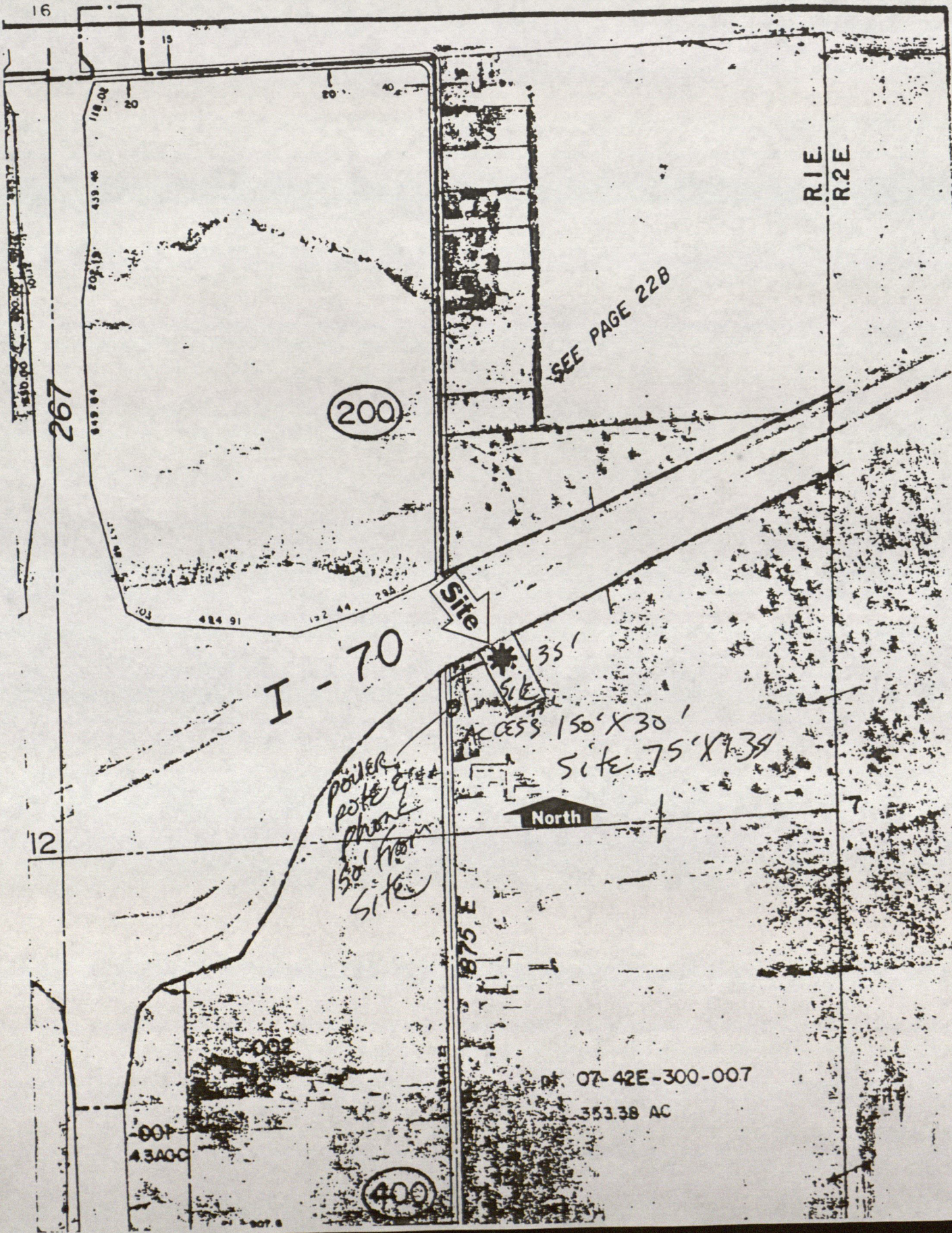
SITE NAME: Co. Rd. 1050 E & Co. Rd. 600 S  
SITE NO#: 601

DATE: 7-16-96  
RF NO#: \_\_\_\_\_

COPY AN AUDITOR MAP OR PLOT OUT PROPOSAL SITE OR DRAW THE SITE WITH ROADS AND PROPERTY LINES INDICATED. INCLUDE ACCESS EASEMENT, UTILITY EASEMENT AND SITE LOCATION.







16

15

267

200

SEE PAGE 228

R1E  
R2E

Site

I - 70

135'  
Site

ACCESS 150' X 30'  
Site 75' X 135'

power pole  
phone pole  
150' from  
Site

North

12

1875 E

002

001  
4.3A00

07-42E-300-007

353.38 AC

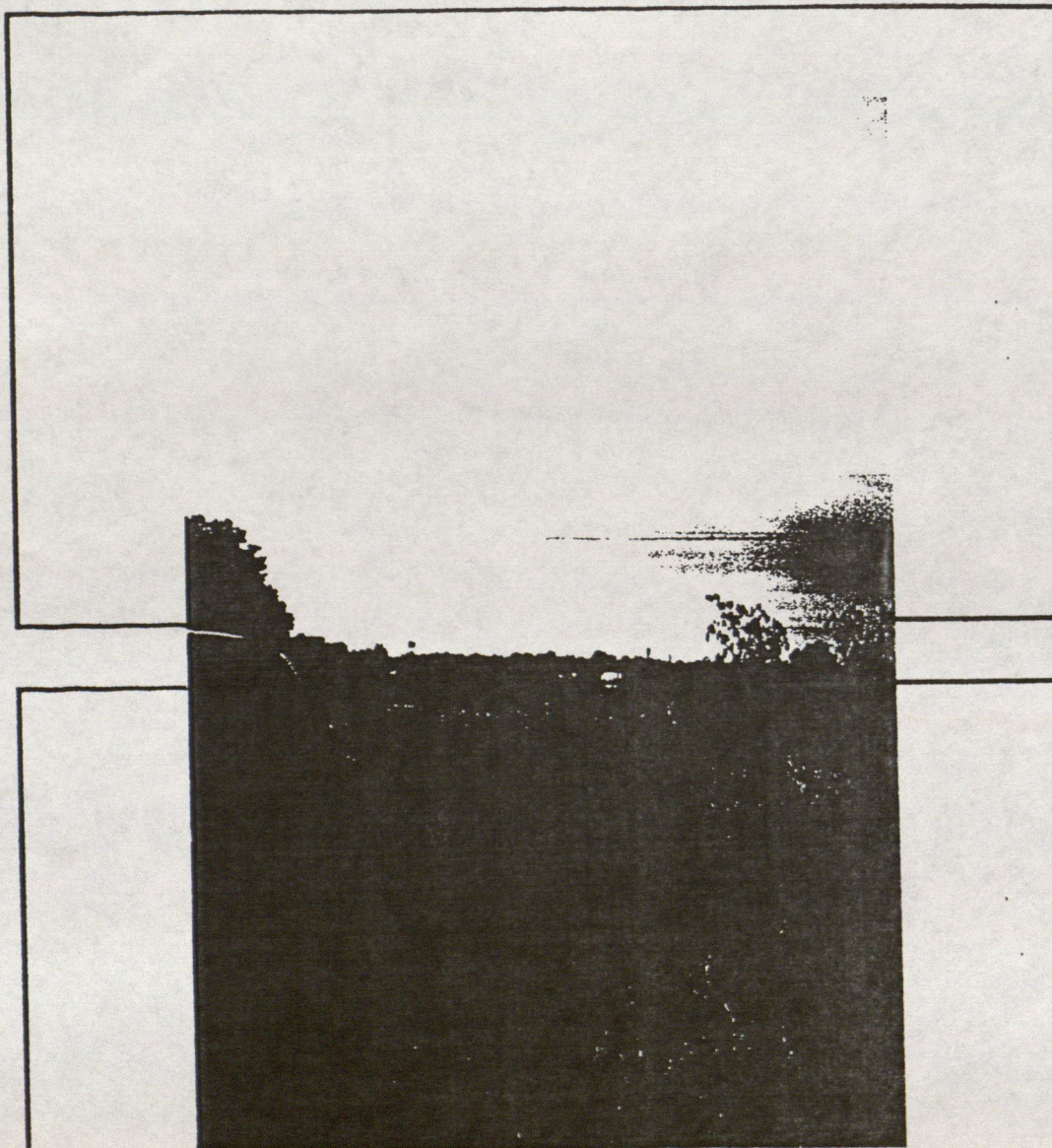
400



SITE EVALUATION REPORT

SITE NAME: Co. Rd. 1050 E & Co. Rd. 600 S  
SITE NO#: 601

DATE: 7-16-96  
RF NO#: «RF\_NO»



ACCESS

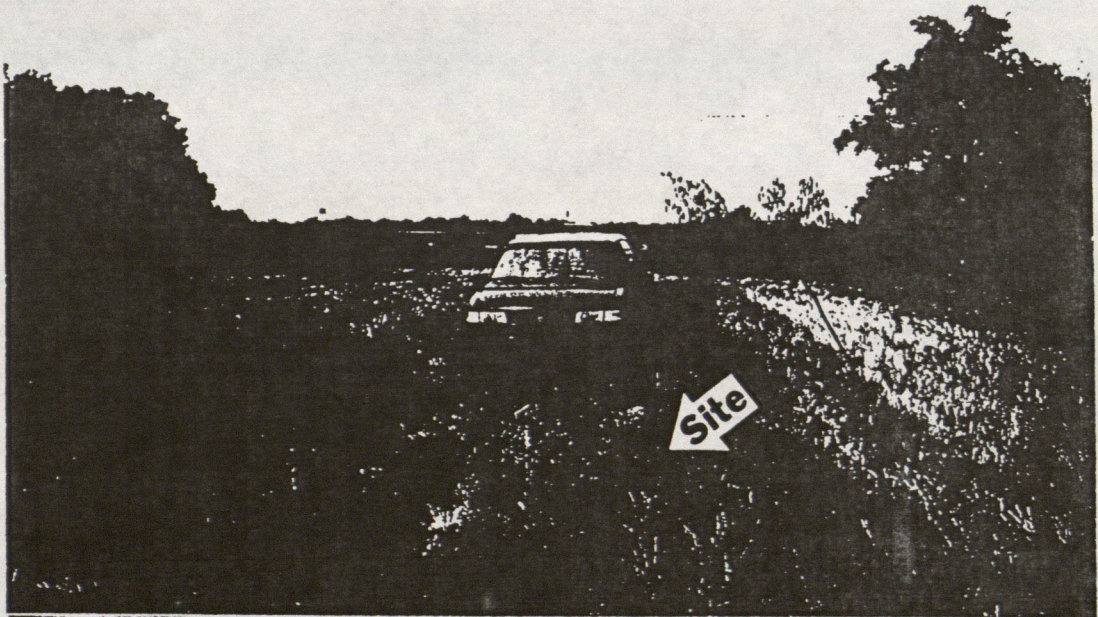


SITE EVALUATION REPORT

SITE NAME: Co. Rd. 1050 E & Co. Rd. 600 S  
SITE NO#: 601

DATE: 7-16-96  
RF NO#: «RF\_NO»

Site 7





10517

This Indenture Witnesseth, that Joel D. Williamson, holder of a 12 1/2 % interest, of MARION County in the State of INDIANA do grant, bargain, sell, convey, release and QUITCLAIM unto Sarah L. Williamson, with right of survival to Cathy S. Spurgeon, Steven R. Williamson and Joel I. Williamson, my 12 1/2 % interest in his 1/4 interest of MARION County, in the State of INDIANA for the sum of ONE DOLLAR AND OTHER VALUABLE CONSIDERATIONS, the receipt whereof is hereby acknowledged, the following REAL ESTATE in HENDRICKS County, in the State of INDIANA to wit:

The Northeast Quarter of the Southeast Quarter, and the Southeast Quarter of the Northeast Quarter of Section 12, Township 14 North of Range 1 East, also a part of the Southeast Quarter of the Southeast Quarter of Section 12, Township 14 North of Range 1 East, and a part of the Northwest Quarter and a part of the Southwest Fractional Quarter; and a part of the West half of the Southeast Quarter and a part of the Southeast Quarter of the Southeast Quarter of Section 7, Township 14 North of Range 2 East; also a part of the South half of the Southwest Quarter of Section 8, Township 14 North of Range 2 East, described as follows:

ENTERED FOR RECORD  
 BOOK 312 NOV 14 1991 11:25  
 HENDRICKS COUNTY RECORDER 346-49

Duly Entered for Taxation Subject to Final Acceptance for Transfer  
 Entered this 14th day of November 19 91  
 Wm. J. Jane Russell  
 Auditor of Hendricks County.



corner of the Southeast Quarter of the Southeast Quarter of  
Section 12, Township 14 North of Range 1 East (said point being  
in the center of public highway); thence running East, in the  
center of a public highway), a distance of 68.89 chains to the  
East line of the West Half of the Southeast Quarter of said  
Section 7; thence running South on said East line a distance of  
1.66 chains; thence running South 36 degrees and 30 minutes East  
in the center of a public highway a distance of 6175 hundredths



chains and to the South line of said Section 7; thence running East along said South line and along the South line of Section 8, a distance of 35 chains and to the East bank of the East Fork of White Lick Creek; thence running North along the East bank of said creek, a distance of 1.45 chains; thence running North 68 degrees and 15 minutes West along said East bank, a distance of 2.40 chains; thence running North 3 degrees West along said East bank a distance of 2.31 chains; thence running North 26 degrees East along said East bank, a distance of 3.39 chains; thence running South 85 degrees East along said East bank a distance of 1.075 chains; thence running North 5 degrees East along said East bank a distance of 1.725 chains; thence running North 65 degrees West along said East bank, a distance of 5.75 chains; thence running North 3 degrees West along said East bank a distance of 1.98 chains; thence North 51 degrees East along said East bank, a distance of 2.25 chains; thence running West a distance of 37.28 chains; thence running North a distance of 23.75 chains and to the line running East and West through the center of said Section 7; thence running West along said East and West center line a distance of 20.15 chains and to the center of said Section 7; thence continuing West along said line a distance of 3.90 chains; thence running North a distance of 25.09 chains; thence running West a distance of 10.75 chains; thence running South a distance of 12.84 chains; thence running West a distance of 14.35 chains to the West line of said



Section 7; thence running North along said West line a distance of 9.32 chains; and to the North line of the Southeast Quarter of the Northeast Quarter of Section 12, Township 14 North of Range 1 East; thence running West along said North line a distance of 19.98 chains to the West line of said Southeast Quarter of the Northeast Quarter; thence running South along said West line and along the West lines of the Northeast Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter a distance of 54.005 chains to the center of the Public Highway and the place of beginning, containing 373.36 acres, more or less, all in Gullford Township, said County and State.

IN WITNESS WHEREOF, the \_\_\_\_\_ or \_\_\_\_\_ above named  
has hereunto set his hand and seal, this 23<sup>rd</sup> day  
of JANUARY 1891

Joel P. Williams (Seal)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This instrument was prepared by Joel P. Williams  
*Subscribed and sworn to before me this 23<sup>rd</sup> day of Jan, 1891.*

*Jeane Z. [unclear] Notary Public*  
County of Marlon, State of Indiana  
My Commission Expires April 8, 1995  
BOOK 371 PAGE 349



ARCEL # 06-2-07-42L 300-007  
 WILLIAMSON JOEL D & SARAH L  
 HENDRICKS

ROUTING #  
 PROPERTY ADDRESS 3010 S RAND ROAD

KEY # 0-31-1

PROPERTY CLASS  
 PREV. PROP. CLASS

DATE	TRANSFER OF OWNERSHIP	BOOK	PAGE

PROPERTY CLASS	
1 AGRICULTURAL	9 RESIDENTIAL
100 VACANT LOT	900 VACANT LOT
101 CASH GRAMM OF MERAL FARM	901 UNPLATTED
102 LIVESTOCK OTHER THAN DAIRY	902 UNPLATTED
OR POULTRY	903 UNPLATTED
103 DAIRY FARMS	904 UNPLATTED
104 POULTRY FARMS	905 UNPLATTED
105 FRUIT & NUT FARMS	910 ONE FAMILY
106 VEGETABLE FARMS	920 TWO FAMILY
107 TORACCO FARMS	930 THREE FAMILY
108 NURSERIES	940 HOUSE TRAIL
109 GREENHOUSE	950 CONDOMINIUM
120 TIMBER	990 OTHER RESH
199 OTHER AGRICULTURAL USES	STRUCTURE:
200 MINERAL	

OWNER WILLIAMSON JOEL D & SARAH L  
 ETAL  
 3010 S RAND ROAD  
 INDIANAPOLIS IN 46241

MAILING WILLIAMSON JOEL D & SARAH L  
 ETAL  
 5452 SEERLEY ROAD  
 INDIANAPOLIS IN 46241

LEGAL DESCRIPTION  
 PT N1/2 PT S1/2 7-14-2E & PT E SE & SE  
 NE 12-14-1E 359.38AC

MEMORANDUM

AGRICULTURAL LAND										LAND COMPUTATIONS		CURRENT VALUATION			
YPE	SOIL ID	MEASURED ACRES	PROD. FAC.	BASE RATE	ADJ. RATE	EXTENDED VALUE	CODE	SGN	FAC	TRUE TAX VALUE	PARCEL ACREAGE	359.3800	LAND	TRUE TAX VALUE	
4	BS	19.4670	128	495	634	12340				12340	81 LEGAL DRAIN NV-		LAND	170	
5	BS	7.6770	128	495	634	4870			80	970	82 PUBLIC ROADS NV-	.3100	IMPROVE	405	
4	CRA	154.0180	102	495	505	77780				77780	83 UT TOWERS NV-		TOTAL	577	
5	CRA	4.3860	102	495	505	2210			60	880	9 HOMESITE(S) NV-	6.0000	ASSESSED VALUE		
5	CRA	82.2530	102	495	505	41540			80	8310	353.070	TOTAL ACRES FARMLAND	LAND	57	
4	CSR2	1.3720	94	495	465	640				640	TRUE TAX VALUE	130110	IMPROVE	135	
4	FXC3	1.9190	60	495	297	570				570	MEASURED ACREAGE	353.0700	TOTAL	192	
5	HEF	2.1930	50	495	240	540			60	220	369	AVERAGE TRUE TAX VALUE PER ACRE	ASSESSMENT YEAR 1		
4	MEA	5.4840	102	495	505	2770				2770	TRUE TAX VALUE OF FARMLAND	130280	LAND TYPE		
4	MEB2	16.1760	98	495	485	7850				7850	CLASSIFIED LAND TOTAL				
5	MEB2	5.4840	98	495	485	2660			60	1060	HOMESITE(S)	42000			
5	MEB2	5.4840	98	495	485	2660			80	530	TOTAL TRUE TAX LAND VALUE	172300			
PPL. CARD AS. ACRES		47.1570	SUPPLEMENTAL CARD TRUE TAX VALUE							16190					
		353.0700								130110					

RESIDENTIAL LAND										TOPOGRAPHY		PUBLIC UTILITIES		STREET OR ROAD		NEIGHBORHOOD	
YPE	ACTUAL FRONT FOOT	EFF	ACRES/SQ FEET FRT EFF	DPT	DEPTH FACTOR	BASE RATE	ADJ RATE	EXTENDED VALUE	INFLUENCE CODE SGN FAC	TRUE TAX VALUE	LEVEL	WATER	PAVED	IMPROVING			
STANDARD DEPTH 8224																	
											HIGH	SEWER	UNPAVED	STATIC			
											LOW	GAS	PROPOSED	DECLINING			
											ROLLING	ELECTRICTY	SIDEWALK				
											SWAMPY	ALL	ALLEY	BLIGHTED			
										INFLUENCE FACTORS							
										1 Topography	3 Excess Frontage	5 Misimprovement	0 Other				



NSIH	BASE AREA	LEVEL	AREA	VALU	1. FRAME/ALUMIN.	OCCUPANCY		STORY HEIGHT	ATTIC		BSMT		CRAWL		RESIDENTIAL FEATURES			
						SINGLE FAMILY			NONE		0	NONE		ID	TYPE	F	A	D
					2. STUCCO			( )		UNFINISHED	1	1/4						
					3. TILE	DUPLEX				1/2 FINISHED	2	1/2						
					4. CONCRETE BLOCK	TRIPLEX				3/4 FINISHED	3	3/4						
					5. METAL	4-6 FAMILY		2. BI-LEVEL		FINISHED	4	FULL						
					6. CONCRETE	MOBILE HOME		3. TRI-LEVEL										
					7. BRICK													
					8. STONE													
					9. FRAME/MASONRY	0	ROW TYPE											
TOTAL BASE					ROOFING		ACCOMODATIONS			REC ROOM		TYPE						
ROW TYPE ADJUSTMENT					1. ASPHALT SHINGLES		TOTAL NUMBER OF ROOMS			AREA		STACKS						
UNFINISHED INTERIOR					2. SLATE OR TILE		BEDROOMS			FIREPLACE		OPENINGS						
EXTRA LIVING UNITS					3. OTHER		FAMILY ROOM					METAL						
REC. ROOM					4. METAL		FORMAL DINING ROOM											
FIREPLACE					INT. FINISH		B 1 2		HEAT & A/C		B 1 2							
NO HEATING					1. PLASTER/DRYWALL				CENTRAL WARM AIR									
AIR CONDITIONING					2. PANELING				HOT WATER OR STEAM									
NO ELECTRICITY					3. FIBERBOARD				HEAT PUMP									
LUMBING TF: -5= x500					5. UNFINISHED				NO HEAT (GRAV/WALL/SPACE)									
O PLUMBING					ENTER CHECK OR NUMBER OF ROOMS				CENTRAL AIR COND.									

SUB-TOTAL		ONE UNIT	FLOORING		B 1 2	PLUMBING		#	TF	#	CAP	REMODELING & MOD.		AMOUNT	DATE
SUB-TOTAL		UNITS	1. EARTH			FULL BATHS						EXTERIOR			
INTERNAL GARAGE			2. SLAB			HALF BATHS						INTERIOR			
ATTACHED GARAGE			3. SUB & JOIST			KITCHEN SINK						KITCHEN			
ATTACHED CARPORT			4. OTHER			WATER HEATER						BATH FACILITIES			
BASEMENT GARAGE			5. WOOD			EXTRA FIXTURE						PLUMBING SYS.			
XTERIOR FEATURES			6. PARQUET			TOTAL						HEATING SYS.			
SUB-TOTAL			7. TILE			NO PLUMBING						ELECTRICAL SYS.			
GRADE AND DESIGN FACTOR			8. CARPET			# OF EXTRA LIVING UNITS						EXTENSION			
REPRODUCTION COST			9. UNFINISHED			DESIGNED				COLLECTED BY		DATE /			
EPRODUCTION COST			ENTER P FOR PARTIAL			CONVERTED				APPRAISER		DATE /			

ID	USE/CONSTRUCTION/FEATURES		GRADE	YEAR BUILT	YEAR REMOD	COND	WID	DIA LEN	HGT	AREA	BASE RATE	ADJ. RATE	REPROD. COST	DEPR PHYS OBS	TRUE TAX VALUE	NEIGHBORHOOD	NOTES
1	GAR	CB	D	1961		AJ	24	36		864	11.30	9.04	781040		4,700		
2	FV	LNT	D	1961		AJ							100		100		
3	SCS		C	1961		AJ		20	66				1590055		7,200		
4	SCS		C	1961		AJ		12	50				680055		3,100		
5	PFBW		C	1961		AJ	40	130	8	5200			2066055		9,300		
6	PFBW		C	1961		AJ	20	35	8	700			368055		1,700		
7	FV	SILO	C	1961		AJ							100		100		
8	FV	SILO	C	1961		AJ							100		100		
9	FV	SILO	C	1961		AJ							100		100		
10	BFT		C	1961		AJ	40	224	8	8960			7795055		35,100		
11	FV	SILO	C	1961		AJ							100		100		
12	GAR	CB	C	1961		AJ	30	44		1320	10.65	10.65	1406040		8,400		
13	FV	OFFICE	C	1961		AJ							9000		9,000		
14	MH		EC	1961		AJ	13	44		572			1026085		1,500		
15	GAR	FR	D	1992		AJ	20	40		800	9.80	7.84	62705		6,000		

SUPPLEMENTAL CADD IMPROVEMENT VALUE







This instrument was prepared by: R. M. Kroger, Attorney at Law,  
111 Monument Circle, Suite 900, Indianapolis, Indiana  
46204-5175, Attorney No. 5359-49.

Return deed to: R. M. Kroger, Attorney at Law, 111 Monument  
Circle, Suite 900, Indianapolis, Indiana 46204-5175.

Send tax bills to: Joel Williamson, 3010 Rand Road,  
Indianapolis, Indiana 46241.



**EXHIBIT "A" OF CONVEYANCE  
FROM  
NANCY J. STRANGE  
TO  
NANCY J. STRANGE TRUSTEE OF NANCY J. STRANGE  
REVOCABLE TRUST**

The following described real estate located in Hendricks County, Indiana:

**PARCEL ONE**

A part of the Northwest quarter of Section 8, Township 14 North, Range 8 East of the Second Principal Meridian in Hendricks County, Indiana, and more particularly described as follows, to-wit:

Beginning at the Northwest corner of said quarter section, thence South 90 degrees 00 minutes 00 seconds East, along the north line of said quarter section, 1204.66 feet (previous deed, 18 chs. 54 lks.); thence South 03 degrees 57 minutes 28 seconds West, in the center of County Road 1025 East, 1581.45 feet (previous deed 23 chs. 94 lks.); thence South 84 degrees 53 minutes 33 seconds East, 990.91 feet (previous deed 14 chs. 27 lks.) to the center of the East Fork of White Lick Creek; thence following said creek, South 47 degrees 49 minutes 59 seconds West, 562.08 feet; thence following said creek, South 10 degrees 24 minutes 43 seconds West, 192.14 feet; thence North 84 degrees 55 minutes 11 seconds West, 579.65 feet to the center of County Road 1025 East; thence South 02 degrees 29 minutes 31 seconds East, 132.78 feet; thence South 09 degrees 53 minutes 42 seconds East, 346.79 feet to the south line of said quarter section; thence South 89 degrees 42 minutes 18 seconds West, along said south line, 1185.62 feet (previous deed 18.13 chs.) to the Southwest corner of said quarter section; thence North 01 degrees 25 minutes 50 seconds East, 2662.07 feet (previous deed 40 chs. 26 lks.) to the point of beginning.

Containing 80.54 acres, more or less and subject to all legal highways, rights-of-way and easements of record. Also, subject to real estate taxes due and payable November, 1990, and thereafter.

•••••

**PARCEL TWO**

A part of the East Half of the Southwest Quarter of Section 12, Township 14 North, Range 1 East located in Gullford Township, Hendricks County, Indiana, being more particularly described as follows, to-wit:

Commencing at the Southwest corner of the East Half of the Southwest Quarter of Section 12, Township 14 North, Range 1 East, thence North 90 degrees 00 minutes 00 seconds East 865.10 feet along the South line of said Southwest Quarter; thence North 01 degree 58 minutes 00 seconds East 547.27 feet to the Point of Beginning of this description; thence North 01 degree 58 minutes 00 seconds East 1728.51 feet to a point on the southerly right-of-way line of Interstate Highway #70 (as per project No. 70-3, Section (23)25 dated 1963); thence South 85 degrees 44 minutes 47 seconds East



395.18 feet along said right-of-way line; thence South 46 degrees 11 minutes 59 seconds East 99.84 feet along said right-of-way line; thence South 08 degrees 57 minutes 29 seconds East 88.60 feet along said right-of-way line to a point on the East line of the East Half of said Southwest Quarter; thence South 02 degrees 24 minutes 58 seconds West 1556.46 feet along said East line; thence North 88 degrees 17 minutes 44 seconds West 470.48 feet to the Point of Beginning. Containing 18.74 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

Subject to all taxes which are now or may hereafter be assessed against said real estate.

#### PARCEL THREE

Grantor further conveys to Grantee for the benefit of the real estate hereinabove conveyed, a perpetual easement for ingress and egress in, over, and upon the following portion of Grantor's land lying south of and adjacent to the 18.74 acres hereinabove conveyed:

A strip of ground 50.0 feet wide located in a part of the East Half of the Southwest Quarter of Section 12, Township 14 North, Range 1 East of the Second Principal Meridian in Guilford Township, Hendricks County, Indiana, and being more particularly described as follows, to-wit:

Commencing at the Southwest corner of the East Half of the Southwest Quarter of Section 12, Township 14 North, Range 1 East, thence North 90 degrees 00 minutes 00 seconds East (Assumed Bearing) on and along the South line of said half quarter section a distance of 1031.94 feet to the Point of Beginning of this description; thence North 02 degrees 24 minutes 58 seconds East 300.00 feet; thence North 90 degrees 00 minutes 00 seconds East 250.00 feet; thence North 02 degrees 24 minutes 58 seconds East 233.48 feet; thence South 89 degrees 29 minutes 57 seconds East 50.02 feet to a point on the East line of said half quarter section; thence South 02 degrees 24 minutes 58 seconds West, on and along said East line 283.48 feet; thence South 90 degrees 00 minutes 00 seconds West 250.00 feet; thence South 02 degrees 24 minutes 58 seconds West 250.00 feet to a point on the South line of said half quarter section; thence South 90 degrees 00 minutes 00 seconds West on and along said South line 50.04 feet to the Point of Beginning of this description. Containing 0.91 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

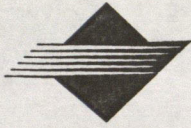
#### PARCEL FOUR

A part of the southwest quarter of the northwest quarter of Section 17, and a part of the south half of the northeast quarter of Section 18, Township 14 North of Range 2 East, described as follows:

Beginning at a point 2.25 chains west of the northeast corner of the southwest quarter of the northwest quarter of said Section 17, and running thence south 48 degrees and 15 minutes west 1.50 chains; thence running south 5 degrees west 1.75 chains; thence running south 39 degrees and 30 minutes east 2.50 chains; thence running south 53 degrees and 15 minutes



Sprint Spectrum L.P.



AUG 07 1996

MEMORANDUM

7930 Castleway Drive, Indianapolis, IN 46250

To: Parsons & Shartle Engineering  
From: Ed Zanussi  
Date: August 5, 1996  
Re: SITE #601

Please prepare a survey for the above referenced site. If you have any questions, please call me at (317) 570-7100 ext. 1013.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Ed Zanussi".

Ed Zanussi  
Property Specialist  
Sprint Spectrum, L.P.



## GATEWAY WESLEYAN CHURCH

1-70 WEST & SR267  
PLAINFIELD, INDIANA 46168  
(317) 839-5148

ENTERED FOR RECORD

BOOK 243 AUG 30 1976  
P. 476

Marille Abbott  
RECORDER HENDRICKS COUNTY

8195

UTILITY EASEMENT

Daniel E. Finch, Pastor  
839-5479

WITNESSETH, That the Indiana Central District of the Wesleyan Church, Inc. being the owners of the after-described real estate, for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto Public Service of Indiana and to their successors or assigns, a utility easement upon the following tracts of real estate situated in Guilford township in Hendricks County, Indiana, to-wit:

An easement over a strip of ground twenty (20) feet wide, located in a part of the East Half of the Southwest Quarter of Section 12, Township 14 North, Range 1 East of the Second Principal Meridian in Guilford Township, Hendricks County, Indiana, Indiana, said easement being more particularly described as follows, to wit:

Commencing at a concrete monument found at the southwest corner of said half quarter section;

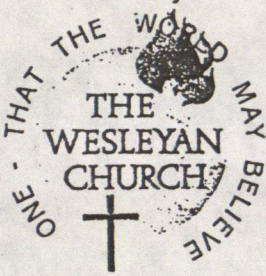
Thence North 90 degrees 00 minutes 00 seconds East (assumed bearing) on and along the South line of said half quarter section 865.10 feet to the point of beginning of this easement description:

Thence North 01 degree 58 minutes 00 seconds East 2275.78 feet to a point on the southern right of way line of Interstate No. 70 (as per Project No. 70-3, Section (23)65 dated 1963) as now located and established.



# GATEWAY WESLEYAN CHURCH

1-70 WEST & SR267  
PLAINFIELD, INDIANA 46168  
(317) 839-5148



Daniel E. Finch, Pastor  
839-5479

-2-

Thence South 85 degrees 44 minutes 47 seconds East on and along said southerly right of way 20.02 feet;

Thence South 01 degree 58 minutes 00 seconds West 2274.29 feet to a point on the aforesaid south line of said half quarter section;

Thence South 90 degrees 00 minutes 00 seconds West on and along the aforesaid south line of said half quarter section 20.01 feet to the point of beginning of this easement description. Subject to all legal highways, rights-of-way and easements of record.

INDIANA CENTRAL DISTRICT OF THE WESLEYAN CHURCH, A CORPORATION

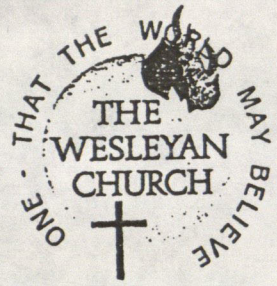
BY: Ernest R. Batman President

Noel H. Winterholter Secretary

STATE OF INDIANA }  
HENDRICKS COUNTY } SS:

Before me, a Notary Public, in and for said County and State, personally appeared Indiana Central District of the Wesleyan Church, a corporation, by Ernest R. Batman, president and Noel H. Winterholter, secretary, who acknowledged the execution of the foregoing utility easement.





# GATEWAY WESLEYAN CHURCH

1-70 WEST & SR267  
PLAINFIELD, INDIANA 46168  
(317) 839-5148

Daniel E. Finch, Pastor  
839-5479

-3-

Witness my hand and Notarial Seal this 30<sup>th</sup>

day of August, 1976.

My Commission Expires:

January 5, 1978

Jane H. Furrer



MORTGAGE

THIS INSTRUMENT ("Mortgage") WITNESSES: That Joel I. Williamson, Steven R. Williamson, Sarah L. Williamson, Nancy Joan Strange, Trustee of the Nancy J. Strange Revocable Trust, Cathy Sue Williamson and Joel D. Williamson,

("Mortgagor"), in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby MORTGAGES and WARRANTS to Fifth Third Bank of Central Indiana

("Mortgagee"), the real estate ("Real Estate") and property located in Hendricks County, State of Indiana, more particularly described as follows:

See attached legal description, Exhibits "A", "B", "C", and "D".

together with all rights, title and interests of Mortgagor in and to: (i) All rights, privileges, interests, tenements, hereditaments, easements and appurtenances in any way now or hereafter pertaining to the Real Estate ("Easements"); (ii) All buildings and other improvements of every kind and description now or hereafter placed on the Real Estate, together with all fixtures, machinery and other articles of personal property now or hereafter attached to or regularly used in connection with the Real Estate, and all replacements thereof, ("Improvements"); (iii) All extensions, improvements, betterments, substitutes, replacements, renewals, additions and appurtenances of or to the Easements or Improvements ("Additions"); (iv) All rents, issues, proceeds, income and profits of the Real Estate, Easements, Improvements and Additions, including all payments made in connection with leases, subleases and other agreements affecting the Real Estate, Easements and Appurtenances, Improvements or Additions ("Rents"); and (v) All awards, payments or proceeds of conversion, whether voluntary or involuntary, of any of the foregoing, including, without limitation, all insurance, condemnation and tort claims ("Proceeds"). (Hereinafter, the Real Estate, Easements, Improvements, Additions, Rents, and Proceeds are referred to together as the "Mortgaged Property.")

This Mortgage is given to secure performance by Mortgagor of the covenants and agreements contained in this Mortgage and to secure payment of: (i) the principal of and interest on the indebtedness evidenced by a certain promissory note ("Note"), dated July 5, 1995, executed and delivered by Joel I. Williamson, Steven R. Williamson, Sarah L. Williamson and Nancy Joan Strange hereinafter referred to jointly and severally as "Borrower") to Mortgagee in the principal sum of One Hundred Dollars (\$ 110,000.00 ), with the final payment due on May 15, 1996, and with interest computed on the unpaid balance from time to time at the rate(s) set forth therein, and any other amounts payable to Mortgagee pursuant to the terms and provisions of the Note ("Primary Debt");

Mortgagor hereby further covenants with the Mortgagee as follows:

- 1. Payment of Sums Due. If Mortgagor is the Borrower (or one of them, if more than one), Mortgagor covenants and agrees to promptly pay the principal of and interest on the Primary Debt and the other Indebtedness, as and when the payment(s) thereof become due, all without relief from valuation and appraisal laws and with attorneys' fees.
2. Care and Condition of Mortgaged Property. Mortgagor shall (a) promptly repair, restore or rebuild the Mortgaged Property, or any portion thereof, which is damaged or destroyed; (b) keep the Mortgaged Property in good condition and repair, without waste, and free from encroachments and from mechanic's or materialman's lien or claims for lien not expressly subordinated to this Mortgage; (c) pay when due any indebtedness which may be secured by a lien or charge on the Mortgaged Property, whether or not superior to this lien; (d) comply with all requirements of law and covenants and restrictions of record applicable to the Mortgaged Property or its use; (e) permit no change in or alteration of the design, structural character or general nature of the Real Estate and the Improvements without Mortgagee's prior written consent (which consent shall not be withheld unreasonably); and (f) permit Mortgagee to enter upon and inspect the Mortgaged Property at all reasonable times.
3. Warranties. Mortgagor covenants and warrants that: (a) Mortgagor is lawfully seized of the Real Estate in fee simple, has valid and indefeasible title to the Mortgaged Property and has a good and legal right to convey and mortgage the Mortgaged Property; and (b) the Mortgaged Property is and will remain free from all liens and encumbrances except only mortgages and liens in favor of Mortgagee and any mortgage lien specifically identified in paragraph 17 of this Mortgage (a "Prior Mortgage Lien"), and Mortgagor will warrant and defend title to the Mortgaged Property against all claims made thereon.
4. Insurance. Mortgagor will keep the Mortgaged Property insured against loss by fire, extended casualty, vandalism, malicious mischief and such other hazards as reasonably may be required from time to time by Mortgagee for the benefit and protection of Mortgagee, including comprehensive and contractual



liability insurance (together, the "Required Insurance"). The Required Insurance shall be written in forms, amounts, and by companies reasonably satisfactory to Mortgagee, and losses thereunder shall be payable to Mortgagee pursuant to standard noncontributing mortgage endorsements in favor of Mortgagee. Unless otherwise agreed by Mortgagee, all policies of Required Insurance, including additional and renewal policies, shall be deposited with and held by Mortgagee. Any monies received as payment for any loss under any of the Required Insurance paid over to Mortgagee may be applied, at the option of Mortgagee, either to the prepayment of any portion, as Mortgagee may select, of the Indebtedness, without premium, or to the reimbursement of Mortgagor for expenses incurred by Mortgagor in the restoration or repair of the Mortgaged Property. Proceeds paid or payable to Mortgagor of the Required Insurance shall be applied to restoration of the Mortgaged Property in such fashion as Mortgagee reasonably may require.

5. **Taxes.** Mortgagor will pay and discharge or cause to be paid and discharged when due, and before any penalty attaches, all taxes (including real and personal property taxes), general and special assessments, water and sewer rents or assessments, and all other governmental and municipal charges and impositions of any kind imposed upon or assessed against Mortgagor or the Mortgaged Property, or any part thereof, or arising in respect of the occupancy, use or possession thereof.

6. **Protection of Security by Mortgagee.** Mortgagee may, at Mortgagee's option, but without any duty or obligation of any sort to do so and without in any way waiving or relieving any default by Mortgagor, make any payment and perform any act required of Mortgagor by this Mortgage, including but not limited to, payment of insurance premiums, taxes, assessments, repair expenses and prior liens and encumbrances. All expenses so incurred, including reasonable attorneys' fees, and any other reasonable expenses incurred by Mortgagee to protect the Mortgaged Property shall constitute Advancements and shall be immediately due and payable by Mortgagor.

7. **Transfer of Mortgaged Property.** Mortgagor shall not, without the prior written consent of Mortgagee (which consent may be withheld without reasonable cause), lease, transfer, sell, contract to sell or in any way further encumber all or any part of the Mortgaged Property.

8. **Condemnation.** If all or any part of the Mortgaged Property, is taken or damaged pursuant to an exercise, or threat of exercise, of the power of eminent domain, the entire proceeds of the award or compensation payable in respect of the part so taken or damaged are hereby assigned to and shall be paid directly to Mortgagee. The proceeds of any award or compensation actually received by Mortgagee after deduction therefrom of all costs and expenses including reasonable attorneys' fees incurred by Mortgagee in connection with the taking, at Mortgagee's option, shall be applied, without premium, in part or entirely to payment of the Indebtedness or to restoration of the Mortgaged Property.

9. **Default and Acceleration.** Time is of the essence of this Mortgage. Upon the occurrence of any "Event of Default" (as hereinafter defined), and at any time thereafter, then, in any and every such case, the entire Indebtedness shall, at the option of Mortgagee, become immediately due and payable without any notice, presentment, demand, protest, notice of protest, or other notice of dishonor or demand of any kind, all of which are hereby expressly waived by Mortgagor, and Mortgagee shall have the right immediately to foreclose the mortgage lien created by this Mortgage against the Mortgaged Property, to enforce every other security interest created by this Mortgage and to institute any action, suit or other proceeding which Mortgagee may deem necessary or proper for the protection of its interests. The following shall each constitute an "Event of Default" for purposes of this Mortgage:

(a) Default: (i) in the payment when due of any of the Indebtedness, or (ii) in the performance any covenant or term of this Mortgage;

(b) Lease, sublease, assignment, sale, contracting for sale, transfer or encumbrance of all or any part of the Mortgaged Property, without Mortgagee's prior written consent;

(c) If Mortgagor or Borrower (or any one of them, if more than one) becomes the subject of an order for relief under the United States Bankruptcy Code, takes any action to obtain relief under the United States Bankruptcy Code, files an answer admitting bankruptcy or insolvency or in any manner is adjudged bankrupt or insolvent;

(d) Any part of the Mortgaged Property or all or any substantial part of the property or assets of Borrower (or any one of them, if more than one) is placed in the hands of any receiver or trustee, or Borrower (or any one of them, if more than one) consents, agrees or acquiesces to the appointment of any such receiver or trustee;

(e) Institution of proceedings to enforce or foreclose any Prior Mortgage Lien or any other mortgage or lien upon all or any part of the Mortgaged Property;

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10. **Foreclosure and Application of Proceeds.** All expenses which may be paid or incurred by or on behalf of Mortgagee in connection with the foreclosure of this Mortgage for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and cost of procuring all title searches, policies and examinations and similar data and assurances with respect to title as Mortgagee reasonably may deem necessary to prosecute such suit shall constitute Advancements, shall be immediately due and payable by Mortgagor, with interest thereon at the Default Rate, and shall be allowed and included as Indebtedness in the judgment for sale. The proceeds of any foreclosure sale of the Mortgaged Property shall be distributed and applied in the following order or priority: First, on account of all







[Individual Acknowledgment]

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STATE OF INDIANA )  
COUNTY OF Mission ) SS:

Before me, a Notary Public in and for State of Indiana and a resident of \_\_\_\_\_ County, Indiana, personally appeared Joel I. Williamson, Steven R. Williamson, Sarah L. Williamson, Nancy Joan Strange, Trustee of the Nancy J. Strange Revocable Trust, Cathy Sue Williamson and Joel D. Williamson

who, being first duly sworn, acknowledged execution of the foregoing Mortgage.

Witness my hand and Notarial Seal this 5th day of July, 1995.

Tammie J. Isom Notary Public  
Printed Name

My commission expires:

2-27-96



TAMMIE L. ISOM  
MY COMMISSION EXPIRES: 2-27-96  
MY COUNTY OF RESIDENCE IS: JOHNSON

[Organization Acknowledgment]

STATE OF INDIANA )  
COUNTY OF \_\_\_\_\_ ) SS:

Before me, a Notary Public in and for State of Indiana and a resident of \_\_\_\_\_ County, Indiana, personally appeared \_\_\_\_\_ the \_\_\_\_\_ of \_\_\_\_\_, a(n)

who acknowledged execution of the foregoing Mortgage as such \_\_\_\_\_ for and on behalf of said \_\_\_\_\_.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_, Notary Public  
(Printed)

My commission expires:

\_\_\_\_\_

This instrument was prepared by \_\_\_\_\_, attorney at law.

Return to: \_\_\_\_\_



LEGAL DESCRIPTION

A part of the East half of the Southwest quarter of Section 12, Township 14 North, Range 1 East, located in Guilford Township, Hendricks County, Indiana, being more particularly described as follows, to-wit: Commencing at the southwest corner of the East half of the Southwest quarter of Section 12, Township 14 North, Range 1 East; thence North 90 degrees 00 minutes 00 seconds East 865.10 feet along the south line of said Southwest quarter; thence North 01 degree 58 minutes 00 seconds East 547.27 feet to the Point of Beginning of this description; thence North 01 degree 58 minutes 00 seconds East 1728.51 feet to a point on the southerly right-of-way line to Interstate Highway #70 (as per project No. 70-3, Section (23)65 dated 1963); thence South 85 degrees 44 minutes 47 seconds East 395.18 feet along said right-of-way line; thence South 46 degrees 11 minutes 59 seconds East 99.84 feet along said right-of-way line; thence South 06 degrees 57 minutes 29 seconds East 88.60 feet along said right-of-way line to a point on the east line of the East half of said Southwest quarter; thence South 02 degrees 24 minutes 58 seconds West 1536.46 feet along said east line; thence North 88 degrees 17 minutes 44 seconds West 470.48 feet to the Point of Beginning. Containing 18.74 Acres, more or less and subject to all legal highways, rights-of-way and easements of record.

ENTERED FOR RECORD

JUL 26 1995

BOOK 650  
650  
JUL 26 1995  
10:55  
167-174  
HENDRICKS COUNTY RECORDER

INDEXED BOOK 650 PAGE 171  
A



LEGAL DESCRIPTION

A part of the Northwest quarter of Section 8, Township 14 North, Range 2 East of the Second Principal Meridian in Hendricks County, Indiana, and more particularly described as follows, to-wit:  
Beginning at the Northwest corner of said quarter section, thence South 90 degrees 00 minutes 00 seconds East, along the north line of said quarter section, 1204.66 feet (previous deed, 18 chs. 54 lks.); thence South 03 degrees 57 minutes 28 seconds West, in the center of County Road 1025 East, 1581.45 feet (previous deed 23 chs. 94 lks.); thence South 84 degrees 53 minutes 33 seconds East, 990.91 feet (previous deed 14 chs. 27 lks.) to the center of the East Fork of White Lick Creek; thence following said creek, South 47 degrees 49 minutes 59 seconds West, 562.08 feet; thence following said creek, South 10 degrees 24 minutes 43 seconds West, 192.14 feet; thence North 84 degrees 55 minutes 11 seconds West, 579.65 feet to the center of County Road 1025 East; thence South 02 degrees 29 minutes 31 seconds East, 132.78 feet; thence South 09 degrees 53 minutes 42 seconds East, 346.79 feet to the south line of said quarter section; thence South 89 degrees 42 minutes 18 seconds West, along said south line, 1185.62 feet (previous deed 18.13 chs.) to the Southwest corner of said quarter section; thence North 01 degrees 25 minutes 50 seconds East, 2662.07 feet (previous deed 40 chs. 26 lks.) to the point of beginning. Containing 80.54 acres, more or less and subject to all legal highways, rights-of-way and easement of record.

EXHIBIT B



LEGAL DESCRIPTION

The Southwest quarter of the Southeast quarter of Section 12, and 12 acres on the west side of the Northwest quarter of said Southeast Quarter of Section 12, all in Township 14 North and Range 1 East, containing in both tracts 52 acres, more or less.

ALSO: A part of the West half of the Southeast quarter of Section 12, in Township 14 North of Range 1 East, bounded and described as follows, to-wit: Beginning at the center North of the Southeast quarter of said Section 12, Township 14 North of Range 1 East; thence South to the center of said Southeast quarter section, 81 1/2 rods; thence West 55 rods; thence North to the line passing East and West through the center of said Section; thence East 55 rods to the place of beginning, estimated to containing 28 acres, more or less.

EXCEPT: A part of the Southeast Quarter of Section 12, Township 14 North, Range 1 East, Hendricks County, Indiana, described as follows: Beginning at the northwest corner of said quarter section; thence North 86 degrees 34 minutes 00 seconds East 809.49 feet along the north line of said quarter section; thence South 21 degrees 10 minutes 48 seconds West 243.73 feet; thence South 35 degrees 26 minutes 39 seconds West 214.75 feet; thence South 68 degrees 35 minutes 46 seconds West 292.53 feet; thence South 39 degrees 36 minutes 15 seconds West 103.19 feet; thence South 8 degrees 32 minutes 36 seconds West 305.94 feet; thence South 87 degrees 14 minutes 00 seconds West 160.00 feet; thence North 9 degrees 17 minutes 11 seconds West 287.68 feet to the West line of said quarter section; thence North 0 degrees 34 minutes 05 seconds West 566.39 feet to the point of beginning and containing 9.261 acres more or less.

ALSO EXCEPTING: A part of the Southeast Quarter of Section 12, Township 14 North, Range 1 East, Hendricks County, Indiana, described as follows: Beginning at the intersection of the west line of said quarter section and the existing northern boundary of County Road 700 S; thence North 38 degrees 49 minutes 20 seconds East 100.64 feet; thence Northerly 1,657.83 feet along an arc to the left and having a radius of 34,297.47 feet and subtended by a long chord having a bearing of North 1 degree, 22 minutes 55 seconds West and a length of 1,657.67 feet; thence North 2 degrees 46 minutes 00 seconds West 80.00 feet; thence North 87 degrees 14 minutes 00 seconds East 160.00 feet; thence South 2 degrees 46 minutes 00 seconds East 80.00 feet; thence Southerly 1,665.57 feet along an arc to the right and having a radius of 34,457.47 feet and subtended by a long chord having a bearing of South 1 degree 22 minutes 55 seconds East and a length of 1,665.41 feet; thence South 43 degrees 13 minutes 46 seconds East 87.51 feet to said boundary; thence South 87 degrees 01 minute 16 seconds West 283.41 feet along said boundary to the point of beginning and containing 6.759 acres, more or less. Leaving after said exception 63.98 acres, more or less.

EXHIBIT C

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A part of the Southwest quarter of the Northwest quarter of Section 17, and a part of the South half of the Northeast quarter of Section 18, Township 14 North, of Range 2 East, described as follows: Beginning at a point 2.25 chains west of the northeast corner of the Southwest Quarter of the Northwest Quarter of said Section 17, and running thence South 48 degrees and 15 minutes west 1.50 chains; thence running South 5 degrees west 1.75 chains; thence running South 29 degrees and 30 minutes east 2.50 chains; thence running South 53 degrees and 15 minutes east 2.86 chains to the east line of said quarter quarter; thence running south with said line 11.66 chains to a point 1.75 chains north of the southeast corner of said quarter quarter; thence running west 8.50 chains; thence running south 1.75 chains to the south line of said quarter quarter; thence running west on said south line 11.68 chains to the east half mile stone of Section 18; thence continuing west 40.36 chains to the center of Section 18; thence running north 19.95 chains to the center west of the northeast quarter of said Section 18; thence running east 26.43 chains to the center of a public highway; thence running South 75 links; thence running East 2.0 chains; thence North 75 links; thence running East 11.93 chains to the center east of the northeast quarter; thence continuing East 17.93 chains to the place of beginning, containing 118.40 acres. Subject to all legal highways and rights of way.

EXHIBIT D



No. 16873 Lydia Alice Burk et al to Indiana Electric Corporation (Easement)

IN CONSIDERATION of One Dollar (\$1.00) and other valuable consideration, paid by the Indiana Electric Corporation, of Marion County, Indiana, the receipt whereof is hereby acknowledged, Lydia Alice Burk and Otis Burk, her husband of Hendricks County, and Elihu H. Morgan of Morgan Co. County, Indiana do hereby grant, sell, convey and warrant unto said Indiana Electric Corporation, its successors and assigns, the perpetual right, privilege and easement to enter upon and erect, construct, extend, maintain, inspect, operate, replace, remove, repair and patrol two transmission lines of steel ~~towers~~ towers; said lines being one hundred ten (110) feet apart from center to center, with lines of wires, cross arms, guy wires, conduits and other usual fixtures, appliances and appurtenances used or adopted for the transmission of electricity and for telephone and telegraph use, together with all necessary foundations, anchors and braces to properly support and protect same upon over and along a strip of ground two hundred (200) feet wide in the county of Hendricks, State of Indiana, bounded and described as follows, to wit: Across the East half of the Southwest quarter of Section twelve (12) Township fourteen (14) North, Range one (1) East of the Second (2nd) P.M. (Guilford Township) containing 80 acres more or less. The center line of said 200' strip being a line lying 55' South of and parallel with the center line of the North tower line which is located as follows across Section 14, Section 11 and Section 12, aforementioned township and range; Commencing at a point on the West line of said Section 14, 230.6'

South of the Northwest corner thereof; thence in a Northeasterly direction in a straight line 4753', more or less, to an angle point in the North tower line; thence with a deflection angle to the North (left)  $8^{\circ} 36'$ , 4937.1' more or less, to an angle point in the North tower line, said angle point being on the public road lying on the North and South center line of the Southeast quarter of said Section 12; thence with a deflection angle to the South (right)  $4^{\circ} 7'$ , 1412.9', more or less, to a point on the East line of said Section 12, 33.2' North of the Southeast corner of the Northeast quarter of said Section 12.

It is a condition of this grant that the grantors and their assigns shall at all times have free access to said strip of ground with the right to use and occupy the same to cultivate and take and remove crops therefrom and to exercise ownership and dominion over the same, subject only to said right, privilege and easement aforesaid.

Grantee agrees to pay any damage to crops or fences caused by and during construction of said lines.

Grantee agrees to install and maintain removable panels or gates entering upon above described right-of-way.

It is further understood and agreed that the said Indiana Electric Corporation, its successors and assigns, may without further authority at any and all times trim, cut down and remove such trees or other obstructions as, in the judgment of the said Indiana Electric Corporation, its successors or assigns, may interfere with the construction or maintenance of, or endanger said lines, or the operation thereof, and also the right to trim or cut any timber that in the judgment of said Indiana Electric Corporation, its successors and assigns, would endanger said lines.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 31st day of October, 1923.

Lydia Alice Burk  
Otis Burk  
Elihu H. Morgan.

State of Indiana Hendricks County ss:

On this 31st day of October 1923, before me personally appeared the above named, Lydia Alice Burk and Otis Burk known to me and known by me to be the persons executing the foregoing instrument and acknowledged the same to be their free act and deed.

(Seal) Frank W. Ray.  
Notary Public.

My Commission expires Mch 7th 1927.

State of Indiana Morgan County ss:

On this 31st day of October 1923, before me personally appeared the above named Elihu H. Morgan known to me and known by me to be the persons executing the foregoing instrument and acknowledged the same to be his free act and deed.

(Seal) Frank W. Ray  
Notary Public.

My Commission expires Mch 7th 1927

Fifty cents in revenue stamps attached and cancelled 10-31-23 L.A.B.

Entered for record December 14, 1923 at 11:45 A.M.

*Ewing K. Baird*