

Real Estate Auction

Saturday, January 22nd | 10am



Auction will be held at Krueckeberg Auction Complex
815 Adams Street Decatur, IN 46733

Land located in 4262 N Salem Rd. Adams County, IN Washington Township, Section 12



130 ± Acres

Tract 1: 4262 N Salem Rd. 3 Bedroom, 2 Full Bath 1,952 SQ. Feet Home, Partially Finished Basement, 32' x 50' 3 Car Detached Garage, Sitting on 5.06 +/- Acres

Tract 2: 102.97 +/- Acres Located Across From Tract 1 On N Salem Road

Tract 3: 23.247 +/- Acres Located on North & South Sides of N US HWY 33 East of Salem Road. Income Producing with a portion leased to a tower company! Visit kjauction.com for details!



Open House: Saturday, January 8th | 1:00-3:00 PM

Online Only Personal Property

Bidding Open Now and Starts Closing Sunday, January 23rd at 4pm

Truck, SUV, Tractor, 1931 Ford Model A, Household, Furniture, Appliances, Misc.

2009 Ford F150 2WD 58,577 Miles, 2015 Ford Escape 4WD 44,323 Miles, 1931 Ford Model A, 2004 New Holland TN60A Tractor 1,495 Hours, 7' 3pt Bush Hog Mower, 6' 3pt Grader Box, Driveway Drag, 44" Agri Fab Lawn Sweeper, 6 Gallon Shopvac, 1 Gallon Air Compressor, 6' Step Ladder, Gas Cans, Yard Tools, Hand Tools, Toy Tracots, Clauser Sofa, Bernhaus Sofa, Rockers, Recliners, Coffee Tables, End Tables, Lamps, 4PC Twin Bedroom Suit, Dressers, Chest of Drawers, Dresser w/ Mirror, Queen Size Bedroom Suite, Table & 6 Chairs, 2 Bar Stools, Roll Top Desk, 1 Joy Massage Chair, Cedar Chest, Pots & Pans, Kitchen Utensils, Pyrex Dishes, Quilts, Towels, Flatware, Pictures, LG 50" Flatscreen, Zenith Record Player, Various Records, Refrigerator, GE Electric Stove, GE Washer & GE Electric Dryer, MISC. **Items located at 4262 N Salem Rd. Decatur, IN 46733**



Visit kjauction.com to bid!

Owners: Jimmy D. Price Estate & Family - First Merchants Bank, PR

Auction Preview: Saturday, January 8th | 1:00-3:00 PM

Auction Terms & Conditions: Real Estate: 10% nonrefundable downpayment on each tract due at close of auction with balance due upon delivery of deed and title policy. Closing to be within 45 days of auction. Title search and title policy in the amount of the purchase price will be provided at the sellers expense. A stated survey will be provided with the cost split 50/50 between buyer and seller. Taxes are prorated to the date of closing. Possession on Tract 1 to be upon final closing. Possession on Tracts 2 & 3 to be given day of auction. Property Sold AS-IS And Not Sold Subject to Inspections. Please have inspections done prior to day of auction. Sold subject to confirmation of sellers. Not responsible for accidents. Auctioneers Note: Any statements made day of sale takes precedence over any written or oral statements.
Personal Property Items Located in Decatur, IN. All descriptions believed accurate but not warranted. * Bidder inspection is encouraged Jan 11th 1-3PM. * Pick Up: Monday, January 24th 1-5pm. By placing a bid, bidder signifies that they have examined the items to their satisfaction, or that they have chosen not to personally examine them. * All Items Sold AS-IS no warranty guaranteed. * The auction company reserves the right to reject any bid at our sole discretion. * 10% Buyers Premium on a PER ITEM basis. * Payments accepted: Credit Cards will automatically be charged with a 3% Fee. Payments accepted on All Titled Items will be cash/check, credit Card (3% Fee) * Indiana Sales Tax Will apply on all titled items, \$35 Title processing fee PER TITLED ITEM. No duplicate titles will be issued. All statements made the day of auction take precedence over all written matter. All Removal of items are at the buyers risk, NOT RESPONSIBLE FOR ACCIDENTS Auctioneers License: Josh Krueckeberg (AU198000R AC31500055)



Price 1.22.22

Tract 1 House 5.06+/- Acres	Tract 2 102.97 +/- Acres	Tract 3 23.247 +/- Acres	Combo 1 & 2				

KRUECKEBERG AUCTION & REALTY

TERMS AND CONDITIONS

1. **Financing:** The property being Auctioned here today is being sold for cash. (The sale of this property can be financed; however, the sale of this property is not subject to lender approval, appraisals, or inspections). Any financing, appraisals, or inspections should of be done prior to the Auction.
2. **Deed/Owner's Policy:** The cost of the Deed, the Title Search, and an Owner's Policy of Title in the amount of the purchase price to be split 50/50 between the Buyer and Seller. If the buyer finances this property they will be responsible for the Mortgage Policy of Title. The seller will select the Title Insurance Company that will issue the Title Insurance Policy. All recording fees, TIEF, and the cost for the Cloing Protection Letter to be paid for by the Buyer.
3. **Down Payment:** A 10% Non-Refundable Down Payment is due at the close of the Auction today, with Balance Due within 45 days.
4. **Survey:** A Boundary Survey has been complete on this property by Miller Land Survey. The cost of the survey will be split 50/50 between the Buyer and the Seller.
5. **Closing:** Closing shall be within 45 days from auction on Tracts 1 & 2 Tract 3 shall be within 45 days from time of tower company rejecting their first right option. The Closing Agent Fee will be split 50/50 between the Buyer and Seller.
6. **Possession:** Possession at final closing.
7. **Taxes:** The Annual Real Estate Taxes on the property are Tract 1:\$1,763.82 w/ Exemptions Tract 2:\$1,573.52 Tract 3:\$486.46 The Real Estate Taxes are what the current owner is required to pay. The new Buyer's Real Estate Taxes may or may not be the same as what the current owner is currently paying. Taxes will be prorated until the day of closing.
8. **Written Purchase Agreement:** Immediately following the conclusion of the auction the Buyer will be required to enter into a written purchase agreement.
9. **Agency:** Krueckeberg Auction Company and its representatives are the exclusive agents of the Seller. Sold subject to confirmation of sellers.
10. **Disclaimer:** All information contained in the auction flyer is subject to the terms and conditions outlined in the Purchase Agreement. The property is being sold as-is, where is with no warranties expressed or implied by Krueckeberg Auction Company nor the Seller.

Each potential bidder is responsible for conducting his or her own inspections, inquiries, and due diligence concerning this property. All information in this flyer is thought to be accurate but it is the responsibility of all potential bidders to verify the accuracy of all information within. Neither the Seller nor Krueckeberg Auction Company shall be held liable for its accuracy, errors, or omissions. Increments of bidding are at the direction and discretion of the Auctioneer. Krueckeberg Auction Company or the Seller can accept or reject any bid. Not responsible for accidents. All decisions of the Auctioneer are final. Statements made day of sale take precedence over printed material.

Tract 1: 4262 N Salem Rd. 3 Bedroom, 2 Full Bath 1,952 SQ. Feet Home, Partially Finished Basement, 32' x 50' 3 Car Detached Garage, Sitting on 5.06 +/- Acres

Tract 2: 102.97 +/- Acres Total Located Across From Tract 1 On N Salem Road 10.37 Acres of CPR Filter Strips until 2030 paying approx. \$1,971 a year

Tract 3: 23.247 +/- Acres Located on North & South Sides of N US HWY 33 East of Salem Road. CPR Program pays approx. \$2,474 per year. Contract for 4.26 acres renews in 2023 and 8.12 Acres renews in 2026, these are 10 year contract periods. Cell phone tower lease started in 2000 and the duration of the lease is 55 years and is renewable in 5 year increments, currently pays \$840.32 per month or \$10,083.84 per year in lease payments. The successful bidder will be awarded a Contract subject to the right of the Cell Tower operator to exercise the right of first refusal in accordance with the terms of the Lease. If they choose not to exercise the Right of First Refusal after 30 days, the matter will proceed to closing with the successful bidder. Buyer must close within 45 days after first right is denied.



MLS
Miller Land Surveying, Inc.

MLSEngineering

Fort Wayne Office
10060 Bent Creek Blvd
Fort Wayne, IN 46825
Phone: (260) 489-8571

www.mlswebfx.us
Brett R. Miller, P.S. No. LS20300059
Robert J. Morrell, P.S. No. LS20400028
Cory A. McKinney, P.S. No. LS22100029


Monroe Office
221 Tower Drive
Monroe, IN 46772

N. Salem Road & U.S. Hwy 33
Adams County, Indiana

Residential Agent Full Detail Report

Listings as of 01/07/2022

Page 1 of 1

Property Type RESIDENTIAL		Status Active		CDOM 10	DOM 10	Auction Yes	
MLS # 202152137	4262 N Salem Road		Decatur	IN 46733	Status Active		LP \$0
	Area Adams County		Parcel ID 01-05-12-300-015.000-021		Type Site-Built Home		
	Sub None		Cross Street		Bedrms 3	F Baths 2	H Baths 0
	Location		Style One Story		REO No	Short Sale No	
	School District NAC Elem	Bellmont	JrH	Bellmont	SrH Belmont		
Legal Description PT NE SW S OF OLD HWY Sec 12 (5.06A)							
Directions Located north of HWY 33 on Salem Road							
Inside City Limits		City Zoning		County Zoning		Zoning Description	

Remarks Public auction Saturday January 22nd @ 10AM, Tract 1: 4262 N Salem Rd, 3 Bedroom, 2 Full Bath 1,952 SQ. Feet Home, Partially Finished Basement, 32' x 50' 3 Car Detached Garage, Sitting on 5.06 +/- Acres Tract 2: 102.97 +/- Acres Located Across From Tract 1 On N Salem Road Tract 3: 23.247 +/- Acres Located on North & South Sides of N US HWY Personal Property sells online only Sunday January 23rd @ 4PM

Agent Remarks Everything deemed reliable but not guaranteed

Sec	Lot	Lot Ac/SF/Dim	5.0600 / 220,414 / 1008'x596'	Src N	Lot Des Level				
Township	Washington	Abv Gd Fin SqFt	1,952	Below Gd Fin SqFt	824	Ttl Below Gd SqFt	1,648	Ttl Fin SqFt	2,776
Age	54	New No		Date Complete		Ext	Brick, Vinyl	Fndtn	Partial Basement
Room Dimensions		Baths	Full	Half		Water	WELL	Basement Material	Block
	DIM	L	B-Main	2	0	Sewer	Septic	Dryer Hookup Gas	No
LR	21 x 17	M	B-Upper	0	0	Fuel	Radiant	Fireplace	No
DR	20 x 11	M	B-Blw G	0	0	Heating		Dryer Hookup Elec	No
FR	14 x 19	M				Cooling	Central Air	Dryer Hook Up Gas/Elec	No
KT	20 x 11	M	Laundry Rm	Main			x	Disposal	No
BK	x							Water Soft-Owned	No
DN	x							Water Soft-Rented	No
MB	10 x 11	M						Alarm Sys-Sec	No
2B	12 x 13	M	Garage	2.0	/ Attached	/ 21 x 22	/ 462.00	Alarm Sys-Rent	No
3B	12 x 15	M	Outbuilding	2nd Detache...	32 x 50			Garden Tub	No
4B	x		Outbuilding					Jet Tub	No
5B	x		Assn Dues		Not Applicable			Pool	No
RR	x		Other Fees					Pool Type	
LF	x		Restrictions						
EX	x		Water Access			Wtr Name			

WtrType		Wtr Frtg		Channel Frtg		Lake Type	
Water Features							
Auction Yes	Auctioneer Name	Trevor Gray			Auctioneer License #	Auctioneer License: AU11500020	
Owner Name							
Financing: Existing	Proposed			Excluded Party	None		
Annual Taxes \$2,021.00	Exemptions	Homestead, Supplemental		Year Taxes Payable	1763.82	Assessed Value	
Is Owner/Seller a Real Estate Licensee	No			Possession	Closing		
List Office	Krueckeberg Auction And Realty - Off: 260-724-7402			List Agent	Trevor Gray		
Agent E-mail	trevor@kjauction.com			List Agent - User Code	UP388053697		
Co-List Office	Co-List Agent						
Showing Instr				Start Showing Date			
List Date 12/28/2021	Exp Date 1/31/2022	Publish to Internet	Yes	Show Addr to Public	Yes	Allow AVM	Yes
IDX Include Y	Contract Type	Exclusive Right to Sell		Buyer Broker Comp.	\$1,000	Vari.Rate	No
Virtual Tours:	Unbranded Virtual Tour		Lockbox Type	NONE		Lockbox Location	None
Pending Date	Closing Date	Selling Price		How Sold		CDOM	10
Ttl Concessions Paid	Sold/Concession Remarks						
Sell Off	Sell Agent	Co-Sell Off			Co-Sell Agent		

Presented by: Trevor Gray / Krueckeberg Auction And Realty

Information is deemed reliable but not guaranteed.

MLS content is Copyright © 2022 Indiana Regional Multiple Listing Service LLC
Featured properties may not be listed by the office/agent presenting this brochure.

01-05-12-300-015,000-021

Price, Jimmy D (1/2 Int) & Susan

4262 N SALEM RD

101, Cash Grain/General Farm

Belmont - 021/902501-021

1/2

General Information

Parcel Number 01-05-12-300-015,000-021
Local Parcel Number 005-160-00001400
Tax ID:

Ownership

Price, Jimmy D (1/2 Int) & Susan A Mill
Kathleen K Price (1/6 Int) & Nancy C Pr
4262 N Salem RD
DECATUR, IN 46733

Transfer of Ownership

Date 03/31/2017 Owner Price, Jimmy D (1/2 Int
09/21/2007 Price, Jimmy D & Ruth
08/23/2004 PRICE JIMMY D & RU
04/27/1986 PRICE JIMMY D & RU
01/01/1900 PRICE JIMMY D & RU

Notes

5/4/2019 Id: Legal Description:
PT NE SW S OF OLD HWY S12 S.036A MAP 12-
SW
3/5/2008 Child: Previous parcel Id: 005-160-
00001400

Routing Number 005-12SW-009.00

Property Class 101
Cash Grain/General Farm

Year: 2021

Location Information

County Adams
Township WASHINGTON TOWNSHIP
District 021 (Local 021)
NORTH WASHINGTON TOWNSHI
School Corp 0025
NORTH ADAMS COMMUNITY
Neighborhood 902501-021
Belmont - 021
Section/Plat 12 12SW
Location Address (1) 4262 N SALEM RD
DECATUR, IN 46733



Agricultural

Valuation Records (Work In Progress values are not certified values and are subject to change)

Table with columns: Assessment Year (2021, 2020, 2019, 2018, 2017), Reason For Change, As Of Date, Valuation Method, Equalization Factor, Notice Required, Land, Land Res (1), Land Non Res (2), Land Non Res (3), Improvement, Imp Res (1), Imp Non Res (2), Imp Non Res (3), Total, Total Res (1), Total Non Res (2), Total Non Res (3)

Land Pricing Soil Act Front. Size Factor Rate Rate Adj. Rate Ext. Value Infl. % Elig % Res Market Value Value

Table with columns: Land Pricing Soil, Act, Front, Size, Factor, Rate, Rate Adj., Rate Ext., Value, Infl. %, Elig %, Res Market, Value

Land Computations

Table with columns: Calculated Acreage, Actual Frontage, Developer Discount, Parcel Acreage, 81 Legal Drain NV, 82 Public Roads NV, 83 UT Towers NV, 9 Homestead, 91/92 Acres, Total Acres Farmland, Farmland Value, Measured Acreage, Avg Farmland Value/Acre, Value of Farmland, Classified Total, Farm / Classified Value, Homeste(s) Value, 91/92 Value, Supp. Page Land Value, CAP 1 Value, CAP 2 Value, CAP 3 Value, Total Value

Characteristics

Topography Flood Hazard
Level
Public Utilities ERA
Electricity
Streets or Roads TIF
Paved
Neighborhood Life Cycle Stage

Static
Printed Wednesday, April 28, 2021
Review Group 2021

Data Source External Only

Collector 03/24/2008

JK

Appraiser

ARC

General Information

Occupancy	Single-Family
Description	Single-Family
Story Height	1
Style	N/A
Finished Area	1952 sqft
Make	

Plumbing

Full Bath	2	6
Half Bath	0	0
Kitchen Sinks	1	1
Water Heaters	1	1
Add Fixtures	0	0
Total	4	8

Accommodations

Bedrooms	3
Living Rooms	1
Dining Rooms	0
Family Rooms	0
Total Rooms	6

Wall Finish

<input checked="" type="checkbox"/> Plaster/Drywall	<input checked="" type="checkbox"/> Unfinished
<input type="checkbox"/> Paneling	<input type="checkbox"/> Other
<input type="checkbox"/> Fiberboard	

Heat Type

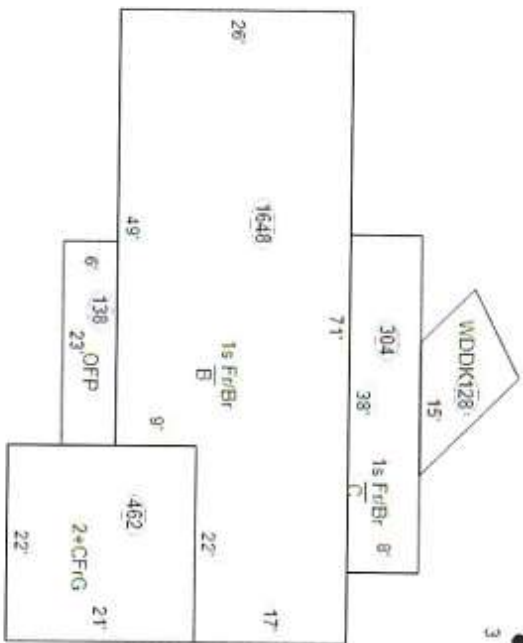
<input type="checkbox"/> Central Warm Air

Roofing

<input type="checkbox"/> Built-Up	<input type="checkbox"/> Metal	<input checked="" type="checkbox"/> Asphalt	<input type="checkbox"/> Slate	<input type="checkbox"/> Tile
<input type="checkbox"/> Wood Shingle		<input type="checkbox"/> Other		

Description

Porch, Open Frame	Area	Value
Wood Deck	138	\$5,700
	128	\$2,400



Description	Count	Value
Specialty Plumbing		

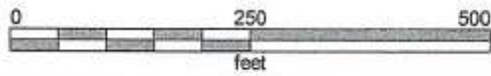
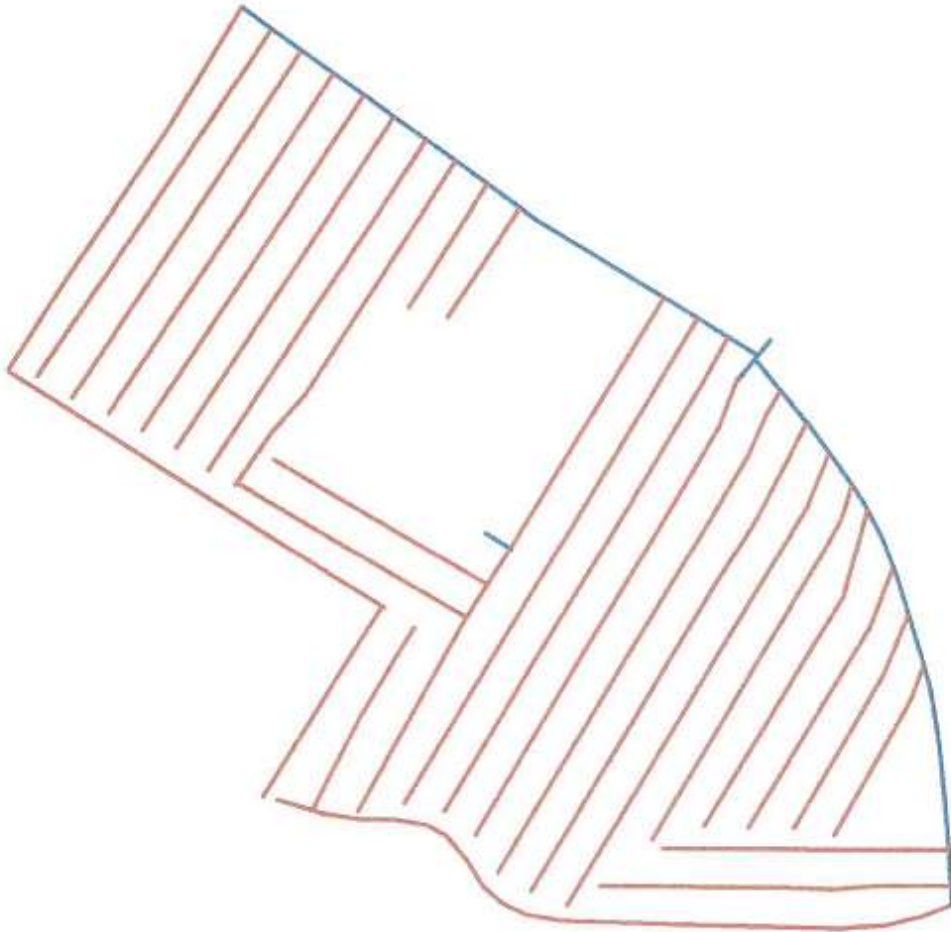
Cost Ladder

Floor Constr	Base	Finish	Value	Totals
1	91A	1952	1952	\$114,400

1	Ex Lw Units (+)			\$0
2	Rec Room (+)		3-560	\$7,700
3	Left (+)			\$0
4	Fireplace (+)			\$0
5	No Heating (-)			\$0
6	A/C (+)		1-1952	\$4,100
7	No Elec (-)			\$0
8	Plumbing (+/-)		8 - 5 = 3 x \$800	\$2,400
9	Spec Plumb (+)			\$0
10	Elevator (+)			\$0
Sub-Total, One Unit				\$164,900
Sub-Total, 1 Units				\$173,000
Exterior Features (+)				\$8,100
Garages (+) 462 sqft				\$185,800
Quality and Design Factor (Grade)				1.00
Location Multiplier				0.95
Replacement Cost				\$176,510

Summary of Improvements

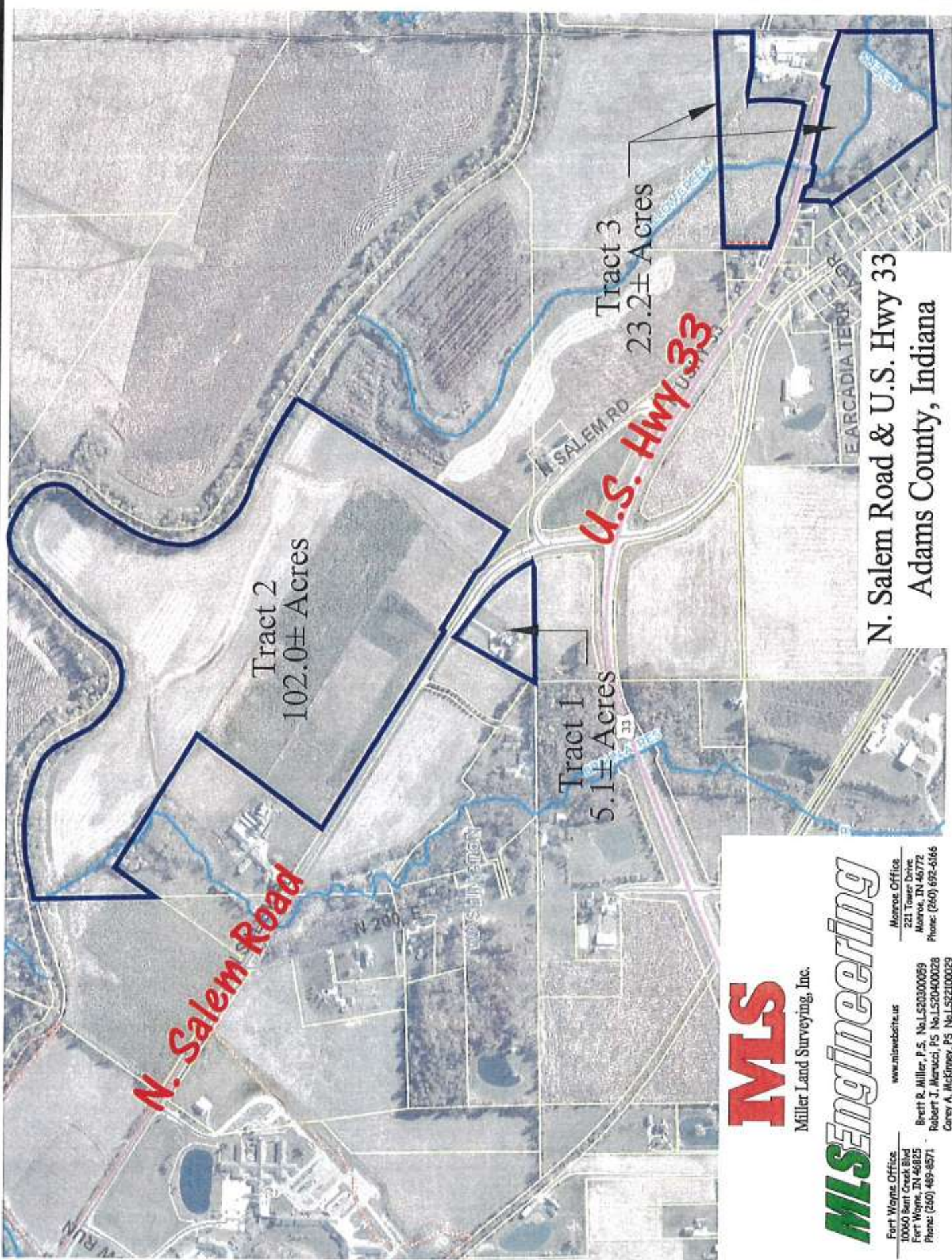
Description	Res Eligible	Story Height	Construction	Grade	Year Built	Eff Year	Eff Co Age	Eff Co nd	Base Rate	LCM	Adj Rate	Size	RCN	Norm Dep	Remain. Value	Abn Obs	PC Nbrhd	Mktl	Improv Value	
1: Single-Family	100%	1	1/6 Masonry	C	1968	1968	53	A		0.95		3,600 sqft	\$176,510	40%	\$105,910	0%	100%	1,000	1,3500	\$143,000
2: Detached Garage (32x)	0%	1	Wood Frame	C	2008	2008	13	A	\$19.56	0.95	\$19.56	32x50'	\$29,731	12%	\$26,160	0%	100%	1,000	1,3500	\$35,300
3: Utility Shed (8x12)	0%	1	SV	C	1986	1986	35	A		0.95		8x12'		65%		0%	100%	1,000	1,3500	\$300



front around Tina home

- 6 in
- 4 in





Tract 2
102.0± Acres

Tract 1
5.1± Acres

Tract 3
23.2± Acres

N. Salem Road

U.S. Hwy 33

N. Salem Road & U.S. Hwy 33
Adams County, Indiana

MLS

Miller Land Surveying, Inc.

MLSEngineering

Fort Wayne Office
10060 Saint Creek Blvd
Fort Wayne, IN 46825
Phone: (260) 489-8571

Monroe Office
221 Tower Drive
Monroe, IN 46772
Phone: (260) 692-6166

www.mlswebctus
Brett R. Miller, P.S., No.LS20300059
Robert J. Mervici, PS No.LS20400028
Corey A. McKinney, PS No.LS21000029

01-05-11-100-019,000-021

Price, Jimmy D (1/2 Int) & Susan

N SALEM RD

100, Vacant Land

Belmont - 021/902501-021

1/2

General Information

Parcel Number 01-05-11-100-019,000-021
Local Parcel Number 005-160-00001051
Tax ID:

Ownership

Price, Jimmy D (1/2 Int) & Susan A Mill
Kathleen K Price (1/6 Int) & Nancy C Pr
4262 N Salem Rd
DECATUR, IN 46733

Transfer of Ownership

Date 03/31/2017 Owner Price, Jimmy D (1/2 Int
09/21/2007 Price, Jimmy D & Ruth
08/23/2004 PRICE JIMMY D & RU
09/19/1989 PRICE JIM
01/01/1900 PRICE JIM

Notes

5/4/2010 Id: Legal Description
S12 NW & N1/2 SW BET HWY & RIV S12 102.973A
10/12/2008 Chld: Previous parcel Id: 005-160-00001051

Routing Number 005-0012-005.01

Property Class 100 Vacant Land

Year 2021

Location Information

County Adams
Township WASHINGTON TOWNSHIP
District 021 (Local 021)
NORTH WASHINGTON TOWNSHI
School Corp 0025
NORTH ADAMS COMMUNITY
Neighborhood 902501-021
Belmont - 021
Section/Plat 11 12-6
Location Address (1) N SALEM RD
DECATUR, IN 46733



Valuation Records (Work in Progress values are not certified values and are subject to change)

Agricultural

Table with columns: Assessment Year, Reason For Change, Valuation Method, Equalization Factor, Notice Required, Land Res (1), Land Non Res (2), Land Non Res (3), Improvement, Imp Res (1), Imp Non Res (2), Imp Non Res (3), Total, Total Res (1), Total Non Res (2), Total Non Res (3). Includes rows for 2021 and 2020 assessments.

Land Computations table with columns: Calculated Acreage, Actual Frontage, Developer Discount, Parcel Acreage, 81 Legal Drain NV, 82 Public Roads NV, 83 UT Towers NV, 9 Homeste, 91/92 Acres, Total Acres Farmland, Farmland Value, Measured Acreage, Avg Farmland Value/Acre, Classified Total, Farm / Classified Value, Homeste(s) Value, 91/92 Value, Supp. Page Land Value, CAP 1 Value, CAP 2 Value, CAP 3 Value, Total Value.

Zoning
Subdivision
Lot
Market Model 902501
Topography
Level
Public Utilities
Electricity
Streets or Roads
Paved
Neighborhood Life Cycle Stage
Static
Printed Wednesday, April 28, 2021
Review Group 2021

Main data table with columns: Land Pricing Method, Soil Type, Act Front, Size Factor, Rate, Adj. Rate, Ext. Value, Infl. %, Res Market Elig % Factor, Value. Includes rows for various parcels and a summary row.

Summary table with columns: Parcel Acreage, 81 Legal Drain NV, 82 Public Roads NV, 83 UT Towers NV, 9 Homeste, 91/92 Acres, Total Acres Farmland, Farmland Value, Measured Acreage, Avg Farmland Value/Acre, Classified Total, Farm / Classified Value, Homeste(s) Value, 91/92 Value, Supp. Page Land Value, CAP 1 Value, CAP 2 Value, CAP 3 Value, Total Value.

CRP-1 (07-06-20)	U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation	1. ST. & CO. CODE & ADMIN. LOCATION 18 001	2. SIGN-UP NUMBER 53
CONSERVATION RESERVE PROGRAM CONTRACT		3. CONTRACT NUMBER 11292A	4. ACRES FOR ENROLLMENT 0.66

5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) ADAMS COUNTY FARM SERVICE AGENCY 975 S 11TH STREET DECATUR, IN46733-0000	6. TRACT NUMBER 7867	7. CONTRACT PERIOD FROM: (MM-DD-YYYY) TO: (MM-DD-YYYY) 10-01-2020 09-30-2030
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (260) 724-4124	8. SIGNUP TYPE: Continuous	

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant".) The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.

9A. Rental Rate Per Acre	\$ 173.00	10. Identification of CRP Land (See Page 2 for additional space)				
9B. Annual Contract Payment	\$ 114.00	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
9C. First Year Payment	\$	7867	0033	CP21	0.66	\$ 0.00
(Item 9C is applicable only when the first year payment is prorated.)						

11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)

A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
	33.34 %			
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	33.33 %			
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	33.33 %			

12. CCC USE ONLY	A. SIGNATURE OF CCC REPRESENTATIVE	B. DATE (MM-DD-YYYY)
------------------	------------------------------------	----------------------

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

ARCPLC G//F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
2.68	2.68	2.68	0.00	0.00	0.66	0.00	0.00	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL	Acre Election	EWP	DCP Ag.Rel. Activity	Broken From Native Sod
0.00	0.00	2.02	0.00		0.00		0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	CORN	None

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	2.02	0.00	133	
TOTAL	2.02	0.00		

NOTES

--

Tract Number : 7867

Description : F4/B1 NE S11,W S12 T27-28N-R14E WASHINGTON
FSA Physical Location : INDIANA/ADAMS
ANSI Physical Location : INDIANA/ADAMS
BIA Unit Range Number :
HEL Status : HEL determinations not completed for all fields on the tract
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : ;
Other Producers : None
Recon ID : 18-001-2018-141

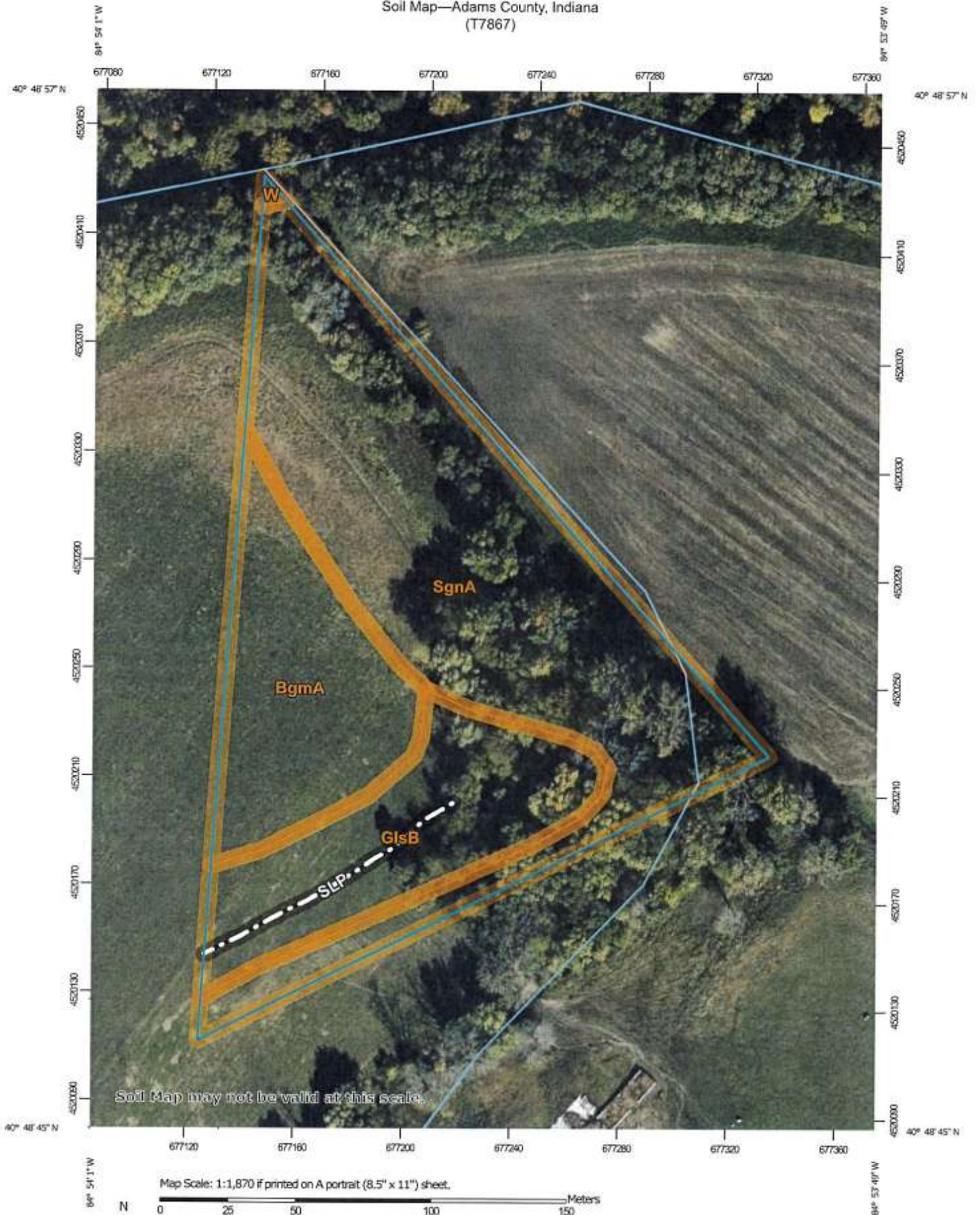
Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
2.68	2.68	2.68	0.00	0.00	0.66	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod
0.00	0.00	2.02	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	2.02	0.00	133

Soil Map—Adams County, Indiana
(T7867)



Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BgmA	Blount silt loam, ground moraine, 0 to 2 percent slopes	1.7	20.9%
GlsB	Glynwood silt loam, ground moraine, 2 to 6 percent slopes	1.7	21.3%
SgnA	Shoals silty clay loam, 0 to 1 percent slopes, frequently flooded	4.6	57.6%
W	Water	0.0	0.1%
Totals for Area of Interest		8.0	100.0%

e-Signed by Chuck Hoffman
 For, if applicable:
 On 01-04-22

01-04-22

CRP-1 (07-06-20)		U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation			1. ST. & CO. CODE & ADMIN. LOCATION 18 001		2. SIGN-UP NUMBER 50	
CONSERVATION RESERVE PROGRAM CONTRACT					3. CONTRACT NUMBER 11117B		4. ACRES FOR ENROLLMENT 2.10	
					5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) ADAMS COUNTY FARM SERVICE AGENCY 975 S 11TH STREET DECATUR, IN46733-0000		6. TRACT NUMBER 7362	
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (260) 724-4124					8. SIGNUP TYPE: Continuous			
THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.								
9A. Rental Rate Per Acre \$ 257.24		10. Identification of CRP Land (See Page 2 for additional space)						
9B. Annual Contract Payment \$ 540.00		A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share		
9C. First Year Payment \$		7362	0001	CP8A	2.10	\$ 0.00		
(Item 9C is applicable only when the first year payment is prorated.)								
11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)								
A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)		(2) SHARE	(3) SIGNATURE (By)		(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY		(5) DATE (MM-DD-YYYY)	
		33.33 %						
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)		(2) SHARE	(3) SIGNATURE (By)		(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY		(5) DATE (MM-DD-YYYY)	
		33.34 %						
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)		(2) SHARE	(3) SIGNATURE (By)		(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY		(5) DATE (MM-DD-YYYY)	
		33.33 %						
12. CCC USE ONLY		A. SIGNATURE OF CCC REPRESENTATIVE						B. DATE (MM-DD-YYYY)

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

CRP-1 (07-06-20)		U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation		1. ST. & CO. CODE & ADMIN. LOCATION 18 001		2. SIGN-UP NUMBER 53	
CONSERVATION RESERVE PROGRAM CONTRACT				3. CONTRACT NUMBER 11245A		4. ACRES FOR ENROLLMENT 7.61	
				5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) ADAMS COUNTY FARM SERVICE AGENCY 975 S 11TH STREET DECATUR, IN46733-0000		6. TRACT NUMBER 7362	
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (260) 724-4124				8. SIGNUP TYPE: Continuous			
THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.							
9A. Rental Rate Per Acre \$ 173.00		10. Identification of CRP Land (See Page 2 for additional space)					
9B. Annual Contract Payment \$ 1,317.00		A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share	
9C. First Year Payment \$		7362	0014	CP21	7.61	\$ 0.00	
(Item 9C is applicable only when the first year payment is prorated.)							
11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)							
A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)		(2) SHARE	(3) SIGNATURE (By)		(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY		(5) DATE (MM-DD-YYYY)
		33.34 %					
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)		(2) SHARE	(3) SIGNATURE (By)		(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY		(5) DATE (MM-DD-YYYY)
		33.33 %					
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)		(2) SHARE	(3) SIGNATURE (By)		(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY		(5) DATE (MM-DD-YYYY)
		33.33 %					
12. CCC USE ONLY		A. SIGNATURE OF CCC REPRESENTATIVE					B. DATE (MM-DD-YYYY)
NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.							
Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.							

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

Tract Number : 7362
Description : F4/B1 NE S11,W S12 T27-28N-R14E WASHINGTON
FSA Physical Location : INDIANA/ADAMS
ANSI Physical Location : INDIANA/ADAMS
BIA Unit Range Number :
HEL Status : HEL determinations not completed for all fields on the tract
Wetland Status : Wetland determinations not complete

INDIANA
 ADAMS
 Form: FSA-156EZ



FARM : 8839
Prepared : 1/5/22 9:54 AM
Crop Year : 2022

Abbreviated 156 Farm Record

Tract 7362 Continued ...

WL Violations : None
Owners :
Other Producers : None
Recon ID : 18-001-2016-18

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
62.96	58.23	58.23	0.00	0.00	9.71	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod
0.00	0.00	48.52	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	48.52	0.00	133
TOTAL	48.52	0.00	

NOTES

--

USDA Farm 8833 Tract 7867

Map prepared on: 3/25/2021

Administered by: Adams County, Indiana

CRP

CLU

Adams Co., IN



2.68 Tract acres
 2.68 Cropland acres
 0.66 CRP acres

Wetland Determination Identifiers:

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

Source: Primarily USDA NAIP 2020 Imagery; IDHS or Dynamap roads; FSA data 2021-03-25 07:34:27



CLU	Acres	HEL	LC	Contract	Prac	Yr	C	I
31	2.02	U	2					Y
33	0.66	U	2	11292	21	30		Y

Farm 8833 Tract 7867

USDA FSA maps are for FSA program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts information provided directly from the producer and/or NAIP imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS

USDA Farm 8839 Tract 7362
 Administered by: Adams County, Indiana

Map prepared on: 3/25/2021
 62.96 Tract acres
 58.23 Cropland acres
 9.71 CRP acres

- Wetland Determination Identifiers:**
- CRP
 - CLU
 - Restricted Use
 - Limited Restrictions **Adams Co., IN**
 - Exempt from Conservation Compliance Provisions

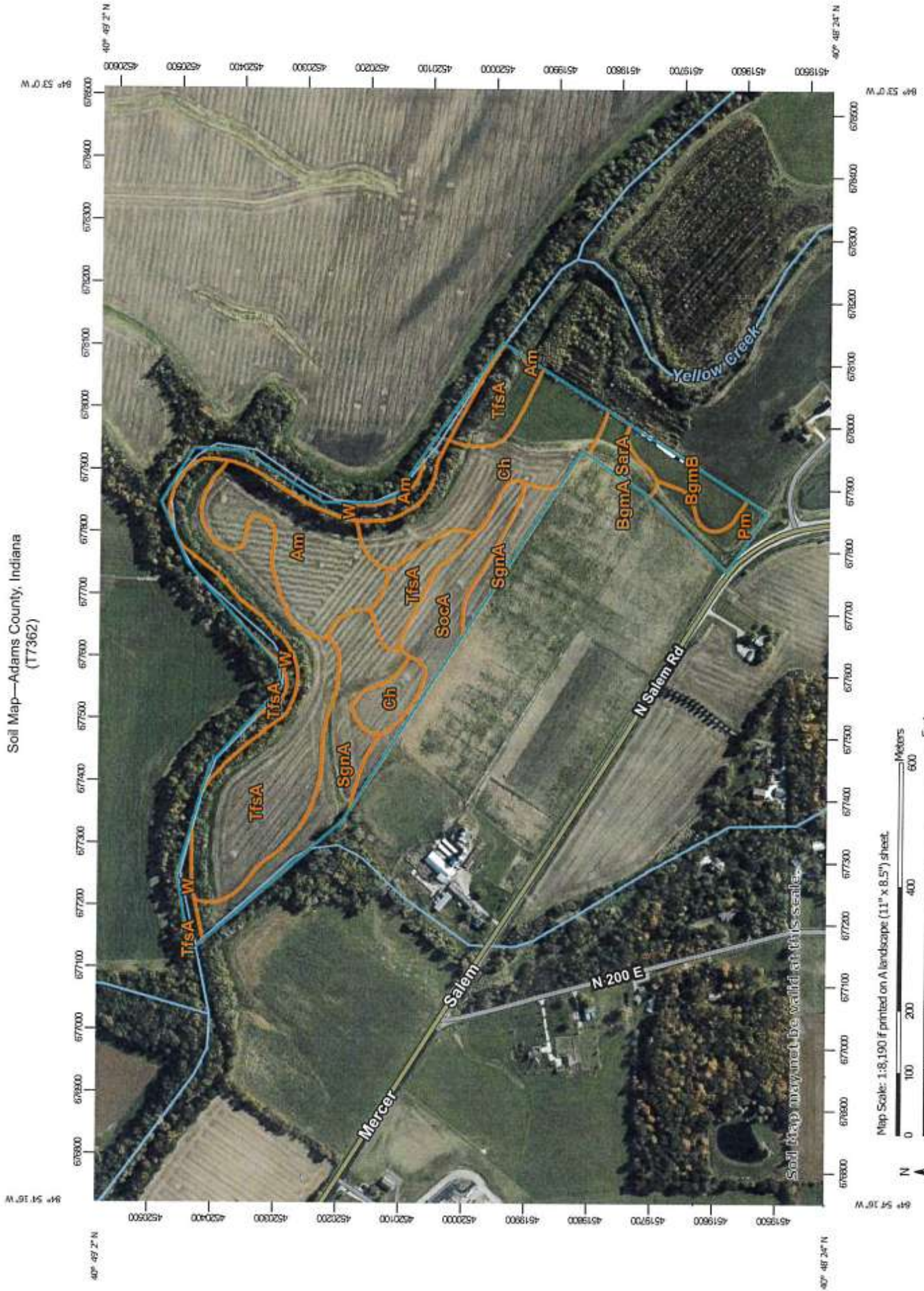
Source: Primarily USDA NAIP 2020 Imagery; IDHS or Dynamap roads; FSA data 2021-03-25 07:34:27



CLU	Acres	HEL	LC	Contract	Prac	Yr	C I
1	2.1	U*	2	11117A	8A	27	Y
4	8.09	N	2				Y
14	7.61	N	2	11245	21	30	Y
24	40.43	N	2				Y

USDA FSA maps are for FSA program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts information provided directly from the producer and/or NAIP imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS.

Soil Map—Adams County, Indiana
(T7362)



Map Scale: 1:8,190 if printed on A landscape (11" x 8.5") sheet.

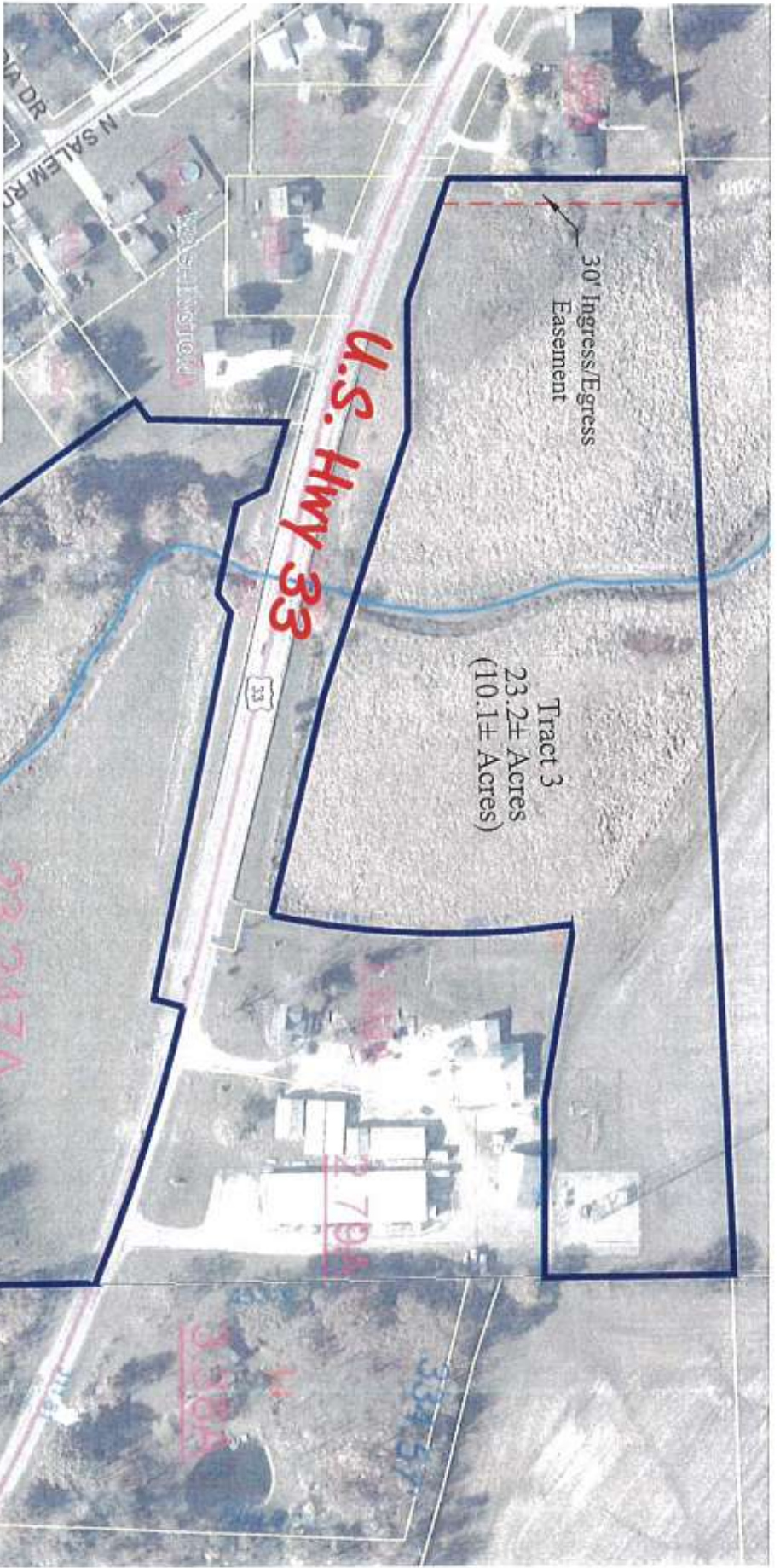


Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Am	Armiesburg silty clay loam, frequently flooded	10.1	13.5%
BgmA	Blount silt loam, ground moraine, 0 to 2 percent slopes	0.0	0.0%
BgmB	Blount silt loam, ground moraine, 2 to 4 percent slopes	2.7	3.6%
Ch	Chagrin loam, frequently flooded	12.4	16.6%
Pm	Pewamo silty clay, 0 to 2 percent slopes	2.3	3.0%
SarA	Saranac silty clay loam, 0 to 2 percent slopes, frequently flooded	1.6	2.1%
SgnA	Shoals silty clay loam, 0 to 1 percent slopes, frequently flooded	10.0	13.4%
SocA	Sloan silty clay loam, 0 to 1 percent slopes, frequently flooded	5.6	7.5%
TfsA	Tice silty clay loam, 0 to 1 percent slopes, frequently flooded	23.2	31.1%
W	Water	6.8	9.1%
Totals for Area of Interest		74.6	100.0%

e-Signed by Chuck Hoffman
 For, if applicable:
 On 01-04-22

01-04-22



U.S. Hwy 33
Adams County, Indiana

M/S
Miller Land Surveying, Inc.

MLSEngineering

Fort Wayne Office
30040 Bent Creek Blvd
Fort Wayne, IN 46825
Phone: (260) 489-8571

www.mlseba.com
Brett R. Miller, P.S., No. LS200300039
Robert J. Maurice, P.S., No. LS200400028
Corey A. McKinney, P.S., No. LS22100029

Marion Office
221 Tower Drive
Marion, IN 46772
Phone: (260) 692-6166

DATE: 01/06/2021

DRAWING NAME: P:\chuck\working.dwg

464.5'

General Information
 Parcel Number: 01-05-13-200-010,000-020
 Local Parcel Number: 006-160-00001000
 Tax ID: [Redacted]

Ownership
 Price, Jimmy D (1/2 Int) & Susan A Mill
 Kathleen K Price (1/6 Int) & Nancy C Pr
 4282 N Salem RD
 DECATUR, IN 46733

Transfer of Ownership
 Date: 03/31/2017
 Owner: Price, Jimmy D & Ruth
 09/21/2007
 Price, Jimmy D & Ru
 11/15/2006
 PRICE JIMMY D & RU
 01/01/1900
 PRICE MARGARET A

Doc ID Code BookPage Adj Sale Price V/I
 2017001112 XK 2017/11-12 \$0
 / / / \$0
 / / / \$0
 / / / \$0
 / / / \$0

Notes
 5/20/2015 2022 - Data Entry - Added a type 92 land line with commercial value due to X-Soft conversion. Removed the 12 land line type. Previously had type 12 due to Verizon Utility Tower on Ag property. Check back yearly for land rate changes.

Routing Number
 006-13NE-091.00
Property Class 199
 Other Agricultural Use
 Year: 2021

Valuation Records (Work in Progress; values are not certified values and are subject to change)
 2021 2021 2020 2019 2018 2018

Location Information
 County: Adams
 Township: WASHINGTON TOWNSHIP
 District 020 (Local 020)
 SOUTH WASHINGTON TOWNSHIP
 School Corp 0015
 Adams Central Community
 Neighborhood 910501-020
 AC - 020
 Section/Plat 13 13NE
 Location Address (1)
 N US HIGHWAY 33
 DECATUR, IN 46733

Land Computations
 Calculated Acreage: 23.25
 Actual Frontage: 0
 Developer Discount: [Redacted]

Assessment Year 2021
Reason For Change WIP
As Of Date 03/29/2021
Valuation Method Indiana Cost Mod
Equalization Factor 1.0000
Notice Required [Redacted]

Assessment Year	Reason For Change	As Of Date	Valuation Method	Equalization Factor	Notice Required
2021	WIP	03/29/2021	Indiana Cost Mod	1.0000	[Redacted]
2020	Gen/Reval	03/24/2020	Indiana Cost Mod	1.0000	[Redacted]
2019	AA	04/06/2021	Indiana Cost Mod	1.0000	[Redacted]
2018	AA	04/02/2019	Indiana Cost Mod	1.0000	[Redacted]
2018	AA	05/29/2018	Indiana Cost Mod	1.0000	[Redacted]
2018	Split	10/20/2017	Indiana Cost Mod	1.0000	[Redacted]

Land	Land Res (1)	Land Non Res (2)	Land Non Res (3)	Improvement	Imp Res (1)	Imp Non Res (2)	Imp Non Res (3)	Total	Total Res (1)	Total Non Res (2)	Total Non Res (3)	Land Data Standard Depth Res 120' CI 120' Base Lot Res 0 X 0, CI 0 X 0
\$24,500	\$0	\$20,700	\$3,800	\$1,900	\$0	\$0	\$1,900	\$26,400	\$0	\$20,700	\$5,700	\$26,400
\$28,800	\$0	\$25,000	\$3,800	\$1,900	\$0	\$0	\$1,900	\$30,700	\$0	\$25,000	\$5,700	\$30,700
\$29,600	\$0	\$25,800	\$3,800	\$1,900	\$0	\$0	\$1,900	\$31,500	\$0	\$25,800	\$5,700	\$31,500
\$32,600	\$0	\$29,600	\$3,000	\$1,800	\$0	\$0	\$1,800	\$34,400	\$0	\$29,600	\$4,800	\$34,400

Zoning 92 OA
Subdivision BCB
Lot 4 A
Market Model SL
Topography Level, Rolling
Public Utilities Electricity
Streets or Roads Paved
Neighborhood Life Cycle Stage Static

Land Pricing Method ID	Act Front.	Size Factor	Rate	Adj. Rate	Ext. Value	Int. %	Elig %	Res Market Factor	Value
92 OA	0	0.25	\$15,260	\$15,260	\$3,815	0%	0%	1.0000	\$3,820
4 A	0	2.052	\$1,290	\$1,148	\$2,356	0%	0%	1.0000	\$2,360
4 A	0	3.3200	\$1,290	\$1,045	\$3,469	0%	0%	1.0000	\$3,470
4 A	0	4.50	\$1,290	\$1,432	\$6,444	0%	0%	1.0000	\$6,440
41 A	0	6.1400	\$1,290	\$1,432	\$8,792	-30%	0%	1.0000	\$6,150
5 A	0	2.5950	\$1,290	\$1,432	\$3,716	-60%	0%	1.0000	\$1,490
6 A	0	2.6000	\$1,290	\$1,432	\$3,723	-80%	0%	1.0000	\$740
81 A	0	1.1200	\$1,290	\$1,290	\$1,445	-100%	0%	1.0000	\$0
82 A	0	0.4200	\$1,290	\$1,290	\$542	-100%	0%	1.0000	\$0
83 A	0	1.00	\$1,290	\$1,290	\$323	-100%	0%	1.0000	\$0

Land Computations
 Calculated Acreage: 23.25
 Actual Frontage: 0
 Developer Discount: [Redacted]
 Parcel Acreage: 23.25
 81 Legal Drain NV: 1.12
 82 Public Roads NV: 0.42
 83 UT Towers NV: 0.25
 9 Homestead: 0.00
 91/92 Acres: 0.25
 Total Acres Farmland: 21.21
 Farmland Value: \$20,650
 Measured Acreage: 21.21
 Avg Farmland Value/Acre: 974
 Value of Farmland: \$20,660
 Classified Total: \$0
 Farm / Classified Value: \$20,700
 Homestead(s) Value: \$0
 91/92 Value: \$3,800
 Supp. Page Land Value: \$0
 CAP 1 Value: \$20,700
 CAP 2 Value: \$3,800
 CAP 3 Value: \$3,800
 Total Value: \$24,500

General Information

Plumbing

Cost Ladder

Occupancy	Fencing	Fencing C 01	Full Bath	Half Bath	Kitchen Sinks	Water Heaters	Add Fixtures	Total	Floor Constr	Base Finish	Value	Totals
0	0	0	0	0	N/A				1			
0	0	0	0	0	0	0	0	0	2			
0	0	0	0	0	0	0	0	0	3			
0	0	0	0	0	0	0	0	0	4			
0	0	0	0	0	0	0	0	0	1/4			
0	0	0	0	0	0	0	0	0	1/2			
0	0	0	0	0	0	0	0	0	3/4			
0	0	0	0	0	0	0	0	0	Attic			
0	0	0	0	0	0	0	0	0	Bent			
0	0	0	0	0	0	0	0	0	Crawl			
0	0	0	0	0	0	0	0	0	Slab			

Floor Finish

Earth Tile
 Slab Carpet
 Sub & Joint Unfinished
 Wood Other
 Parquet

Accommodations

Bedrooms
 Living Rooms
 Dining Rooms
 Family Rooms
 Total Rooms

Wall Finish

Plaster/Drywall Unfinished
 Paneling Other
 Fiberboard

Heat Type

Roofing

Built-Up Metal Asphalt Slate Tile
 Wood Shingle Other

Exterior Features

Description Area Value

Specialty Plumbing

Description	Count	Value
Adjustments		
Unfin Int (-)		
Ex Liv Units (+)		
Rec Room (+)		
Loft (+)		
Fireplace (+)		
No Heating (-)		
A/C (+)		
No Elec (-)		
Plumbing (+ / -)		
Spec Plumb (+)		
Elevator (+)		
Sub-Total, One Unit		\$0
Sub-Total, 1 Units		\$0
Exterior Features (+)		\$0
Garages (+) 0 sqft		\$0
Quality and Design Factor (Grade)		7,797.00
Location Multiplier		0.95
Replacement Cost		\$7,406

Summary of Improvements

Description	Res Eligbl	Story Height	Construction	Grade	Year Built	Year	Eff Age	Eff Co nd	Base Rate	LCM	Adj Rate	Size	RCN	Norm Dep	Remain. Value	Abn Obs	PC Nbrhd	Mkt	Improv Value	
1: Fencing C 01	0%	1	9 Gauge Galvaniz	C	2000	2000	21	A	\$14.63	0.95	\$19.49	400' x 8'	\$7,406	80%	\$1,480	0%	100%	1,000	1,2800	\$1,900

CRP-1 (07-06-20)		U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation			1. ST. & CO. CODE & ADMIN. LOCATION 18 001		2. SIGN-UP NUMBER 44	
CONSERVATION RESERVE PROGRAM CONTRACT					3. CONTRACT NUMBER 10010D		4. ACRES FOR ENROLLMENT 1.80	
					6. TRACT NUMBER 7883		7. CONTRACT PERIOD FROM: (MM-DD-YYYY) 10-01-2013 TO: (MM-DD-YYYY) 09-30-2023	
5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) ADAMS COUNTY FARM SERVICE AGENCY 975 S 11TH STREET DECATUR, IN46733-0000					8. SIGNUP TYPE: Continuous			
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (260) 724-4124								
<p><i>THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant".) The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.</i></p>								
9A. Rental Rate Per Acre \$ 212.09		10. Identification of CRP Land (See Page 2 for additional space)						
9B. Annual Contract Payment \$ 382.00		A. Tract No. 7883	B. Field No. 0016	C. Practice No. CP21	D. Acres 1.80	E. Total Estimated Cost-Share \$ 0.00		
9C. First Year Payment \$								
(Item 9C is applicable only when the first year payment is prorated.)								
11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)								
A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)		(2) SHARE 33.33 %	(3) SIGNATURE (By)		(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY		(5) DATE (MM-DD-YYYY)	
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)		(2) SHARE 33.34 %	(3) SIGNATURE (By)		(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY		(5) DATE (MM-DD-YYYY)	
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)		(2) SHARE 33.33 %	(3) SIGNATURE (By)		(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY		(5) DATE (MM-DD-YYYY)	
12. CCC USE ONLY		A. SIGNATURE OF CCC REPRESENTATIVE					B. DATE (MM-DD-YYYY)	

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

CRP-1 (07-06-20)		U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation			1. ST. & CO. CODE & ADMIN. LOCATION 18 001		2. SIGN-UP NUMBER 48		
CONSERVATION RESERVE PROGRAM CONTRACT					3. CONTRACT NUMBER 11100F		4. ACRES FOR ENROLLMENT 1.57		
					6. TRACT NUMBER 7883		7. CONTRACT PERIOD FROM: (MM-DD-YYYY) 10-01-2016 TO: (MM-DD-YYYY) 09-30-2026		
5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) ADAMS COUNTY FARM SERVICE AGENCY 975 S 11TH STREET DECATUR, IN46733-0000					8. SIGNUP TYPE: SAFE - Indiana Northern Bobwhite SAFE				
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (260) 724-4124					THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant".) The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.				
9A. Rental Rate Per Acre \$ 193.51		10. Identification of CRP Land (See Page 2 for additional space)							
9B. Annual Contract Payment \$ 303.00		A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share			
9C. First Year Payment \$		7883	18	CP38E-2	0.85	\$ 0.00			
(Item 9C is applicable only when the first year payment is prorated.)		7883	21	CP38E-2	0.72	\$ 0.00			
11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)									
A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)		(2) SHARE	(3) SIGNATURE (By)		(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY		(5) DATE (MM-DD-YYYY)		
		33.33 %							
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)		(2) SHARE	(3) SIGNATURE (By)		(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY		(5) DATE (MM-DD-YYYY)		
		33.34 %							
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)		(2) SHARE	(3) SIGNATURE (By)		(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY		(5) DATE (MM-DD-YYYY)		
		33.33 %							
12. CCC USE ONLY		A. SIGNATURE OF CCC REPRESENTATIVE						B. DATE (MM-DD-YYYY)	

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

11. PARTICIPANTS (CONTINUED FROM PAGE 1)

D(1) PARTICIPANT'S NAME AND ADDRESS <i>(Include Zip Code)</i>	(2) SHARE 0.00 %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE <i>(MM-DD-YYYY)</i>
E(1) PARTICIPANT'S NAME AND ADDRESS <i>(Include Zip Code)</i>	%	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE <i>(MM-DD-YYYY)</i>
F(1) PARTICIPANT'S NAME AND ADDRESS <i>(Include Zip Code)</i>	%	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE <i>(MM-DD-YYYY)</i>
G(1) PARTICIPANT'S NAME AND ADDRESS <i>(Include Zip Code)</i>	%	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE <i>(MM-DD-YYYY)</i>
H(1) PARTICIPANT'S NAME AND ADDRESS <i>(Include Zip Code)</i>	%	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE <i>(MM-DD-YYYY)</i>
I(1) PARTICIPANT'S NAME AND ADDRESS <i>(Include Zip Code)</i>	%	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE <i>(MM-DD-YYYY)</i>
J(1) PARTICIPANT'S NAME AND ADDRESS <i>(Include Zip Code)</i>	%	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE <i>(MM-DD-YYYY)</i>
K(1) PARTICIPANT'S NAME AND ADDRESS <i>(Include Zip Code)</i>	%	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE <i>(MM-DD-YYYY)</i>
L(1) PARTICIPANT'S NAME AND ADDRESS <i>(Include Zip Code)</i>	%	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE <i>(MM-DD-YYYY)</i>
M(1) PARTICIPANT'S NAME AND ADDRESS <i>(Include Zip Code)</i>	%	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE <i>(MM-DD-YYYY)</i>
N(1) PARTICIPANT'S NAME AND ADDRESS <i>(Include Zip Code)</i>	%	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE <i>(MM-DD-YYYY)</i>
O(1) PARTICIPANT'S NAME AND ADDRESS <i>(Include Zip Code)</i>	%	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE <i>(MM-DD-YYYY)</i>

Soil Map—Adams County, Indiana
(T7883)



Map Scale: 1:2,210 if printed on A landscape (11" x 8.5") sheet.

Map projection: Web Mercator Corner coordinates: WGS84 Edge lbs: UTM Zone 16N WGS84

Soil Map may not be valid at this scale.



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BgmB	Blount silt loam, ground moraine, 2 to 4 percent slopes	0.3	2.2%
GlsB	Glynwood silt loam, ground moraine, 2 to 6 percent slopes	3.0	21.5%
Pm	Pewamo silty clay, 0 to 2 percent slopes	0.3	2.5%
SocA	Sloan silty clay loam, 0 to 1 percent slopes, frequently flooded	10.2	73.8%
Totals for Area of Interest		13.8	100.0%

e-Signed by Chuck Hoffman
 For, if applicable:
 On 01-04-22

01-04-22



Tract Number : 7883
Description : F4/B1 SW S12 T27-28N-R14E WASHINGTON
FSA Physical Location : INDIANA/ADAMS
ANSI Physical Location : INDIANA/ADAMS
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners :
Other Producers : None
Recon ID : 18-001-2018-147

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
12.82	8.30	8.30	0.00	0.00	3.37	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod
0.00	0.00	4.93	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	1.16	0.00	133
TOTAL	1.16	0.00	

NOTES

--

CRP-1 (07-06-20)	U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation	1. ST. & CO. CODE & ADMIN. LOCATION <p style="text-align: center;">18 001</p>	2. SIGN-UP NUMBER <p style="text-align: center;">48</p>
CONSERVATION RESERVE PROGRAM CONTRACT		3. CONTRACT NUMBER <p style="text-align: center;">11100B</p>	4. ACRES FOR ENROLLMENT <p style="text-align: center;">6.55</p>

5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) ADAMS COUNTY FARM SERVICE AGENCY 975 S 11TH STREET DECATUR, IN46733-0000	6. TRACT NUMBER <p style="text-align: center;">7882</p>	7. CONTRACT PERIOD FROM: (MM-DD-YYYY) TO: (MM-DD-YYYY) <p style="text-align: center;">10-01-2016 09-30-2026</p>
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (260) 724-4124	8. SIGNUP TYPE: SAFE - Indiana Northern Bobwhite SAFE	

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.

9A. Rental Rate Per Acre	\$ 193.51	10. Identification of CRP Land (See Page 2 for additional space)				
9B. Annual Contract Payment	\$ 1,267.00	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
9C. First Year Payment	\$	7882	22	CP38E-2	3.42	\$ 0.00
(Item 9C is applicable only when the first year payment is prorated.)		7882	47	CP38E-2	2.70	\$ 0.00
		7882	50	CP38E-2	0.43	\$ 0.00

11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)

A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	33.33 %			
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	33.34 %			
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	33.33 %			

12. CCC USE ONLY	A. SIGNATURE OF CCC REPRESENTATIVE	B. DATE (MM-DD-YYYY)
-------------------------	------------------------------------	----------------------

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.htm and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

CRP-1 (07-06-20)		U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation			1. ST. & CO. CODE & ADMIN. LOCATION 18 001		2. SIGN-UP NUMBER 44	
CONSERVATION RESERVE PROGRAM CONTRACT					3. CONTRACT NUMBER 10010C		4. ACRES FOR ENROLLMENT 2.46	
					5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) ADAMS COUNTY FARM SERVICE AGENCY 975 S 11TH STREET DECATUR, IN46733-0000		6. TRACT NUMBER 7882	
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (260) 724-4124					8. SIGNUP TYPE: Continuous			
<p>THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.</p>								
9A. Rental Rate Per Acre \$ 212.09			10. Identification of CRP Land (See Page 2 for additional space)					
9B. Annual Contract Payment \$ 522.00			A. Tract No.		B. Field No.		C. Practice No.	
9C. First Year Payment \$			7882		39		CP21	
(Item 9C is applicable only when the first year payment is prorated.)			7882		44		CP21	
							D. Acres	
							E. Total Estimated Cost-Share	
							1.32	
							\$ 0.00	
							1.14	
							\$ 0.00	
11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)								
A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)		(2) SHARE 33.33 %	(3) SIGNATURE (By)		(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY		(5) DATE (MM-DD-YYYY)	
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)		(2) SHARE 33.34 %	(3) SIGNATURE (By)		(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY		(5) DATE (MM-DD-YYYY)	
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)		(2) SHARE 33.33 %	(3) SIGNATURE (By)		(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY		(5) DATE (MM-DD-YYYY)	
12. CCC USE ONLY		A. SIGNATURE OF CCC REPRESENTATIVE						B. DATE (MM-DD-YYYY)

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

Tract Number : 7882
Description : F4/B1 SW S12 T27-28N-R14E WASHINGTON
FSA Physical Location : INDIANA/ADAMS
ANSI Physical Location : INDIANA/ADAMS
BIA Unit Range Number :
HEL Status : HEL field on tract. Conservation system being actively applied
Wetland Status : Wetland determinations not complete
WL Violations : None

INDIANA
 ADAMS
 Form: FSA-156EZ



United States Department of Agriculture
 Farm Service Agency

FARM : 8839
 Prepared : 1/5/22 9:54 AM
 Crop Year : 2022

Abbreviated 156 Farm Record

Tract 7882 Continued ...

Owners :
Other Producers : None
Recon ID : 18-001-2018-147

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
11.99	10.95	10.95	0.00	0.00	9.01	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod
0.00	0.00	1.94	0.00	0.00	0.00	0.00	0.00

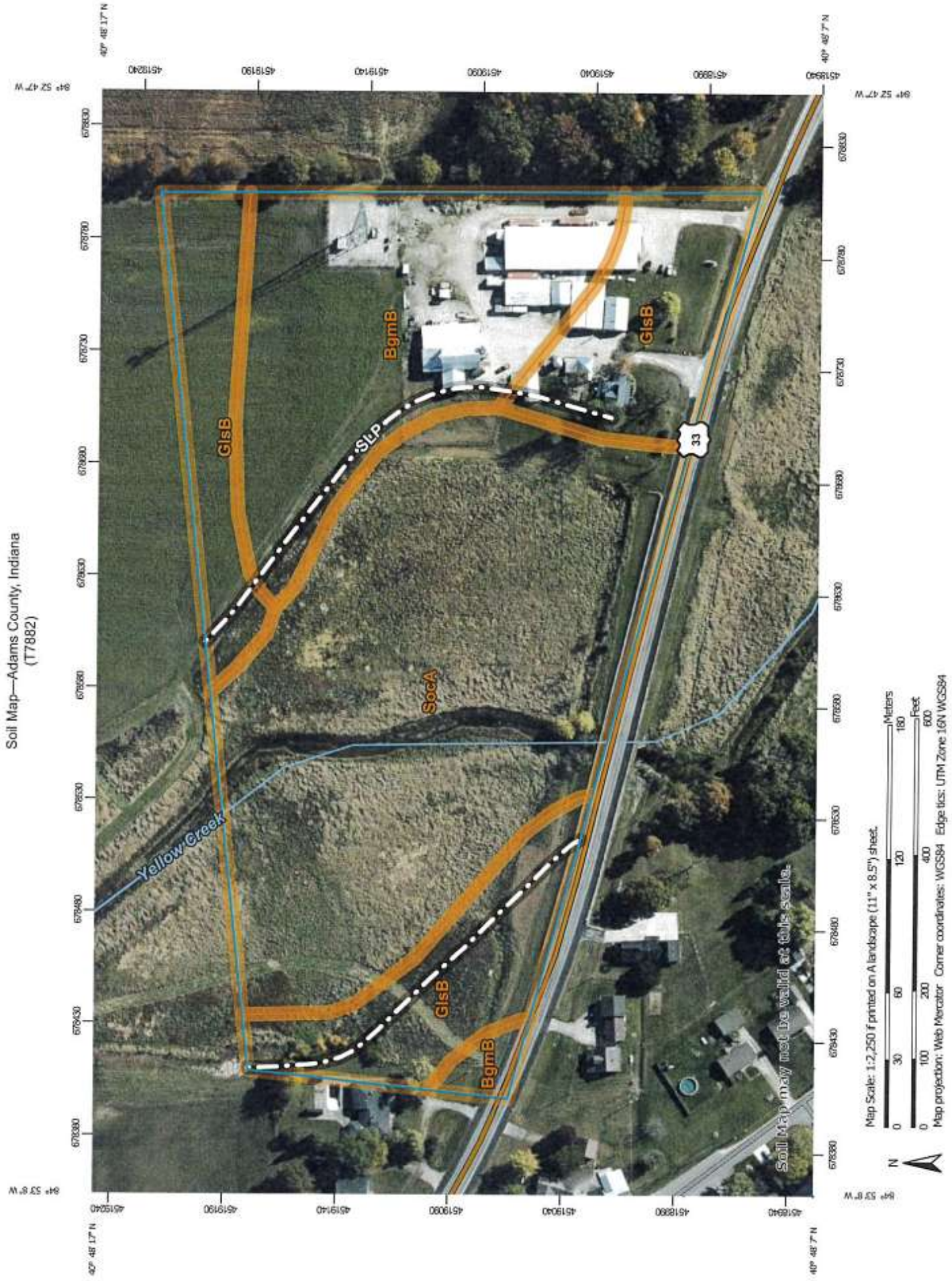
DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	1.21	0.00	133
TOTAL	1.21	0.00	

NOTES

--

Soil Map—Adams County, Indiana
(T77882)



Soil Map may not be valid at this scale.

Map Scale: 1:2,250 if printed on A landscape (11" x 8.5") sheet.

Map projection: Web Mercator Corner coordinates: WGS84 Edge ticks: UTM Zone 16N WGS84

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BgmB	Blount silt loam, ground moraine, 2 to 4 percent slopes	4.7	25.0%
GlsB	Glynwood silt loam, ground moraine, 2 to 6 percent slopes	5.1	27.2%
SocA	Sloan silty clay loam, 0 to 1 percent slopes, frequently flooded	9.0	47.8%
Totals for Area of Interest		18.8	100.0%

e-Signed by Chuck Hoffman
 For, if applicable:
 On 01-04-22

01-04-22

Source: Primarily USDA NAIP 2020 Imagery; IDHS or Dynamap roads; FSA data 2021-03-25 07:34:27

Map prepared on: 3/25/2021
 11.99 Tract acres
 10.95 Cropland acres
 9.01 CRP acres

CRP
 CLU

Wetland Determination Identifiers:
 Restricted Use
 Limited Restrictions *Adams Co., IN*
 Exempt from Conservation Compliance Provisions



CLU	Acres	HEL	LC	Contract	Prac	Yr	CI
22	3.42	H	2	11100B	38E-226	Y	
34	1.94	U	2			Y	
39	1.32	U	2	10010C	21 23	Y	
44	1.14	U	2	10010C	21 23	Y	
47	2.7	U	2	11100B	38E-226	Y	
50	0.43	U	2	11100B	38E-226	Y	

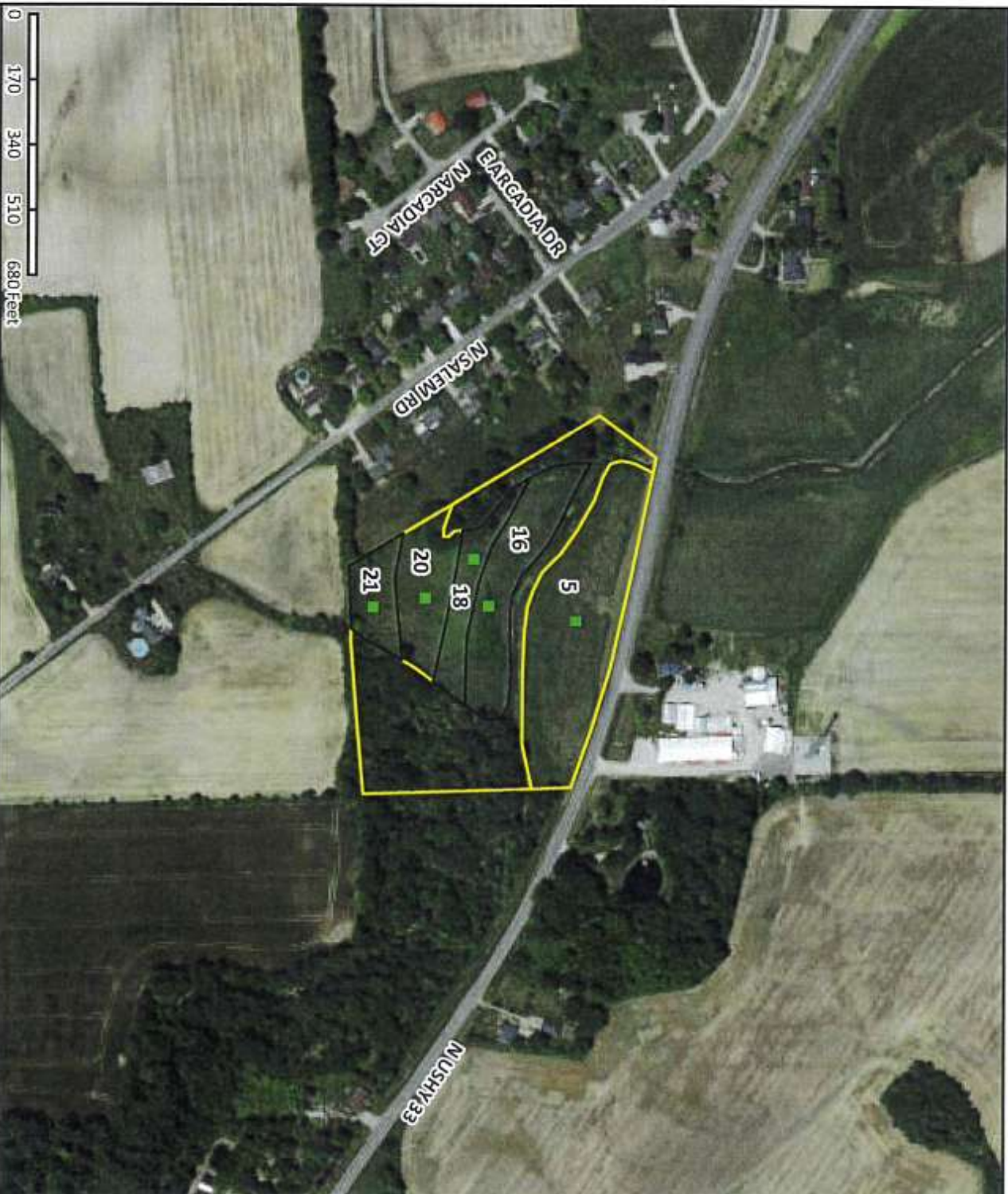
USDA FSA maps are for FSA program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts information provided directly from the producer and/or NAIP imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached map) for exact boundaries and determinations or contact NRCS.

Source: Primarily USDA NAIP 2020 Imagery; DHHS or Dynamap roads; FSA data 2021-03-25 07:34:27

Map prepared on: 3/25/2021
 12.82 Tract acres
 8.3 Cropland acres
 3.37 CRP acres

- Wetland Determination Identifiers:**
- Restricted Use
 - ▼ Limited Restrictions *Adams Co., IN*
 - Exempt from Conservation Compliance Provisions

- CRP
- CLU



CLU	Acres	HEL	LC	Contract	Prac	Yr	C	I
5	3.75	N	2					Y
16	1.8	U	2	10010D	21	23		Y
18	0.85	N	2	11100C	38E-226			Y
20	1.18	N	2					Y
21	0.72	N	2	11100C	38E-226			Y

USDA FSA maps are for FSA program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts information provided directly from the producer and/or NAIP imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRC's.

OPTION & LAND LEASE

This Option and Land Lease, hereinafter referred to as "Agreement" or "Lease", is made the last day executed below by and between Margaret A. Price, by her attorney in fact, Jim Price and Jim Price an individual a property owner, having an address of 3883 N. US Highway 33, Decatur, IN 46733, Federal Tax ID or Social Security Number, 303-42-6821, hereinafter referred to as "Lessor", and SBA Towers, Inc., a Florida corporation, having an office at One Town Center Road, Third Floor, Boca Raton, Florida 33486, hereinafter referred to as "Lessee."

1. The Option.

(a) For the sum of six hundred dollars (\$600.00) (the "Option Fee"), to be paid to Lessor by Lessee upon execution of this Agreement and other good and valuable consideration, Lessor hereby grants to Lessee the exclusive and irrevocable option for one (1) year from the date hereof (the "Initial Option Period"), to lease the Leased Space (as defined below) on the terms and conditions set forth below (the "Option"). The Option may be extended for an additional one (1) year upon written notification to Lessor by Lessee accompanied by the payment of an additional six hundred dollars (\$600.00) (the "Additional Option Fee"), delivered to Lessor prior to the end of the Initial Option Period. The Initial Option Period, as it may be extended, is referred to herein as the "Option Period."

(b) In the event the Additional Option Fee is not made and/or written notice not delivered by the due date for the same, then the Option will terminate and this Agreement will terminate and Lessor will be entitled to retain all previously paid sums as full payment for the Option granted hereunder. However, if Lessor accepts any Additional Option Fee, Rent and/or written notice after the due date for the same, then Lessee's default will be deemed waived and this Agreement will be reinstated. Upon Lessee's exercise of the Option, the Lease Agreement which follows will take effect and Lessee shall be entitled to a credit for all Option fees paid against Rent due under this Lease.

(c) During the Option Period Lessee shall have the right to enter the Owner's property to conduct tests and studies, at Lessee's expense, to determine the suitability of the Leased Space for Lessee's intended use. The tests may include, without limitation, surveys, soil tests, environmental assessments and radio wave propagation measurements.

(d) Lessee may exercise the Option by delivery of written notice to Lessor in accordance with the Notice Provisions specified herein. Upon Lessee's exercise of the Option, the Agreement which follows will take effect.

2. Leased Space and Premises. Upon Lessee's exercise of the Option, Lessor shall lease, and hereby leases, to Lessee approximately 10,000 square feet of space as depicted in Exhibit A attached hereto (the "Leased Space") within the property commonly known as 3883 N. US Highway 33, Decatur, IN 46733 with the legal description set forth in Exhibit B attached hereto (the "Premises"). Lessor also hereby grants to Lessee the right to survey the Leased Space at Lessee's cost. The survey will automatically replace Exhibit A and be made a part hereof. In the event of any discrepancy between the description of the Leased Space contained herein and the survey, the survey will control. The Leased Space will be utilized to construct, support and operate a wireless communications facility, including a communications tower, antennas, cables, and related structures and improvements (the "Structures"), including the uses as permitted and described in Section 11 of this Lease and for any other purpose with the Lessor's prior written consent which shall not be unreasonably withheld or delayed. Should Lessee choose to erect a guyed tower, Lessor hereby grants an appurtenant easement to Lessee (i) in, over and across the Premises for the purpose of anchoring, mounting and replacing the guy wires extending from Lessee's tower on the Leased Space, and (ii) in, over and across that portion of the Premises lying within twenty (20) feet from each guy wire anchor and from both sides of every guy wire for the purpose of maintaining and repairing such guy anchors and wires together with the right to clear all trees, undergrowth or other obstructions and to trim, cut and keep trimmed and cut

all tree limbs, undergrowth, or other obstructions which may, in the reasonable opinion of Lessee, interfere with or fall upon Lessee's tower, any of the tower's guy anchors and wires or any of Lessee's other improvements on the Leased Space.

3. Term. The initial term of this Lease will be five (5) years from the "Commencement Date" specified below (in no event shall this date be earlier than the date on which Lessee exercises the Option) and shall automatically renew for up to ten (10) additional terms of five (5) years each unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding renewal term. The initial term and each successive renewal term shall be referred to herein as the "Term."

4. Rent. The rent for the first five (5) years of the Term will be six hundred dollars (\$600.00) per month (the "Rent"), paid monthly in advance, which Lessee will pay to Lessor at the place as Lessor will designate to Lessee in writing. If the Term does not begin on the first day or end on the last day of a month, the Rent for that partial month will be prorated by multiplying the monthly Rent by a fraction, the numerator of which is the number of days of the partial month included in the Term and the denominator of which is the total number of days in the full calendar month. Beginning with the sixth (6th) year of the Term and every fifth (5th) year thereafter, the then current monthly rental fee will be adjusted by multiplying it by the change in the Consumer Price Index (CPI) for the immediately preceding Term for which the rent has remained constant (the "Previous Rent Term"). For purposes of calculation, the CPI will be the Consumer Price Index U.S. City Averages for Urban Wage Earners and Clerical Workers. All items (1982-84-1000) published by the United States Department of Labor, Bureau of Labor Statistics. Each such year shall commence on the corresponding anniversary of the Commencement Date. All rent payment under this lease shall be made payable to Jim Price at the address set forth under Paragraph 10 of this lease.

5. Ingress and Egress. Lessor hereby grants to Lessee an easement (the "Easement") for ingress, egress and regress over the Premises adjacent to the Leased Space for construction, operation and maintenance of the Structures on the Leased Space, and for installation, construction, operation and maintenance of underground and above ground telephone, telegraph, and power lines, in connection with its use of the Leased Space. The term of this Easement will commence upon exercise of the Option and will continue until the last to occur of (i) expiration of the Term, or (ii) removal by Lessee of all of its property from the Leased Space after expiration of the Term. The location and configuration of the Easement will be agreed upon by the parties within ten (10) business days after the latter of Lessee's exercise of the Option, or Lessee's approval of the survey. The Easement shall be included in any recorded Memorandum or Short Form of this Lease. In addition, at Lessee's request and expense, this Easement will be set forth in a separate Easement Agreement which Lessor and Lessee agree to execute and which Lessee will have recorded as an encumbrance on the property of Lessor. In all events, the Easement and this Lease shall be binding upon all subsequent owners, successors and assigns.

Lessee agrees that Lessor may, at Lessor's expense, relocate the above described easements to another comparable location on the Premises provided that: (a) Lessee receives no less than sixty (60) days prior written notice thereof; (b) Lessee approves the proposed new location of the easement, which approval will not be unreasonably withheld or delayed; (c) Lessee's access and beneficial use and enjoyment of the Leased Space is not interrupted, obstructed or materially affected; and (d) the utility services to the Leased Space are not interrupted.

6. Title and Quiet Possession. Lessor represents and covenants that Lessor owns the Leased Space in fee simple terms, free and clear of all liens, encumbrances and restrictions of every kind and nature, except for those as set forth below:

<u>Name of Lien holder</u>	<u>Type of Lien</u>
----------------------------	---------------------

Lessor represents and warrants that there are no matters affecting title that would prohibit, restrict or impair the leasing of the Leased Space or use or occupancy thereof in accordance with the terms and conditions of the Lease. Lessor represents and warrants to Lessee that Lessor has the full right to make this Lease and that Lessee will have quiet and peaceful possession of the Leased Space throughout the term.

7. Subordination, Non-disturbance and Attornment.

(a) Lessee agrees that this Lease will be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Leased Space and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust; provided that, the holder of any such instrument agrees in writing that Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease and Lessee's obligation to perform the duties and obligations will not be in any way increased or its rights diminished by the provisions of this paragraph. Lessee agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that, Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease. Lessee's obligations hereunder are conditioned upon receipt by Lessee, within ten (10) business days after Lessee's notice of its intent to exercise the Option, or within ten (10) business days after the date of creation of any future mortgages or deeds of trust, of a Subordination, Non-disturbance and Attornment Agreement in form reasonably acceptable to Lessee, from any holder of a mortgage, deed to secure debt, or deed of trust to which this Lease is, or will become, subordinate.

(b) Lessee may from time to time grant to certain lenders selected by Lessee and its affiliates (the "Lenders") a lien on and security interest in all assets and personal property of Lessee located on the Leased Space, including, but not limited to, all accounts receivable, inventory, goods, machinery and equipment owned by Lessee (the "Personal Property") as collateral security for the repayment of any indebtedness to the Lenders. The Lenders may, in connection with any foreclosure or other similar action relating to the Personal Property, enter upon the Leased Space (or permit their representatives to do so on their behalf) in order to implement a foreclosure or other action without liability to Lessor provided, however, that (i) rent is paid to Lessor during occupancy by or on behalf of the Lenders for any purpose, (ii) the Lenders pay for any damages caused by the Lenders or their representatives in removing the Personal Property from the Leased Space, and (iii) the Lenders otherwise comply with the terms of this Agreement. Lessor hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, Lessor may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of the Lenders, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Lessor's assets. To the extent required by the terms of this Agreement, Lessor consents to any grant by Lessee to any Lenders of a lien on Lessee's leasehold interest in this Agreement. In the event Lessor gives Lessee any notice of default or termination of this Agreement (or commences any legal process relating thereto), Lessor will endeavor to simultaneously give a duplicate copy thereof to the Lenders but shall incur no liability due to Lessor's failure to give such notice and the failure to give such notice shall not limit Lessor's ability to exercise any remedies available to Lessor under this Agreement. Lessor agrees to accept performance on the part of any of the Lenders or their agents or representatives as though performed by Lessee to cure any default or condition for termination. The terms of this paragraph may not be modified, amended or terminated except in writing signed by the Lenders. Lessor has been made aware that Lessee has entered into a certain Credit Agreement with Lehman Commercial Paper Inc., as agent for a group of lenders, all of whom shall be considered Lenders for purposes of this paragraph and are, together with their successors and assigns, intended third party beneficiaries hereof and any notices to any Lenders required or desired to be given hereunder shall be directed to Lehman Commercial Paper Inc., 3

World Financial Center, New York, N.Y. 10285, Attn: Michael O'Brien or to such other Lender as Lehman Commercial Paper Inc. or Lessee designate in writing or at such other address as such party shall specify.

8. Governmental Approvals and Compliance. During the Term, Lessee will make best efforts to comply with all applicable laws affecting Lessee's use or occupancy of the Leased Space, the breach of which might result in any penalty on Lessor or forfeiture of Lessor's title to the Leased Space. Lessee will not commit, or suffer to be committed, any waste on the Leased Space, or any nuisance. Lessee will obtain any necessary governmental licenses or authorizations required for the construction and use of Lessee's intended communications tower (the "Tower") and other structures on the Leased Space and will furnish copies of same to Lessor as same are issued.

9. Assignment and Subleasing. Lessee may sublet all or part of the Leased Space or may assign or transfer this Lease in whole or in part without Lessor's consent.

10. Notices. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Agreement will be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and will be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Lessor: (Name) Jim Price
(Address: Not PO Bx) 4262 Salem Road
(Address) Decatur, IN 46733
Attn: Jim Price
Phone #: (219) 724-9321

To Lessee: SBA Towers, Inc.
One Town Center Road
Third Floor
Boca Raton, Florida 33486
Attn: Site Administration
Phone # - (561) 995-7670

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by the party as above provided.

11. Lessee Improvements. Lessee has the right, at its sole expense, to make the improvements on the Leased Space as it may deem necessary, including any improvements necessary for the construction and operation of the Tower and the other Structures. Lessee will be responsible for the cost of any site preparation work necessary to prepare the Leased Space to support the Structures. All Lessee's improvements, including but not limited to the Tower, prefabricated buildings, generators, fencing, and any other Structures will remain the property of Lessee. The Tower and Structures may be used for the transmission, reception and relay of communication signals, including, without limitation, radio frequency signals. Upon termination of this Lease, Lessee will, to the extent reasonable, restore the Leased Space to its original condition at the commencement of this Lease, except for ordinary wear and tear and damages by the elements or damages over which Lessee had no control. Lessee and Lessor agree that it will not be reasonable to require Lessee to remove any improvements contemplated hereunder which are permanent in nature, including but not limited to, foundations, footings, concrete, paving, gravel, vegetation and utilities.

12. Insurance. Lessor - Lessor, at all times during the term(s) of this Lease, will maintain in full force a comprehensive public liability insurance policy covering all of their operations, activities, liabilities and obligations on the Leased Space, having limits not less than Five Hundred Thousand Dollars (\$500,000) which will name Lessee as an additional insured party. On or before the commencement date, Lessor will give Lessee a certificate of

insurance evidencing that such insurance is in effect. Such insurance shall name Lessee as an additional insured with respect to the Leased Space, shall be issued by an insurance company authorized to do business in the state in which the Leased Space is located and shall provide thirty days prior written notice to the Lessee of any cancellation of such policy. Lessor shall deliver to Lessee a renewal certificate evidencing that such insurance is in effect within ten business days of Lessee's request for such insurance. Lessee - Lessee, at all times during the term(s) of this Lease, will maintain in full force a comprehensive public liability insurance policy covering all of its operations, activities, liabilities and obligations on the Leased Space, having limits not less than Five Hundred Thousand Dollars (\$500,000) which will name Lessor as an additional insured party. On or before the commencement date, Lessee will give Lessor a certificate of insurance evidencing that such insurance is in effect. Lessee shall deliver to Lessor a renewal certificate evidencing that such insurance is in effect within ten business days of Lessor's request for such certificate. The insurance policy shall be issued by an insurance company authorized to do business in the state in which the Leased Space is located and shall provide thirty days prior written notice to the Lessee of any cancellation of such policy. Any insurance required to be provided by Lessee may be provided by a blanket insurance covering the leased space and other properties by Lessee provided that such blanket insurance policy complies with all of the other requirements with respect to the type and amount of insurance.

13. Operating Expense. Lessee will pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Leased Space and used by Lessee throughout the term hereof, and all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Leased Space and all activities conducted thereon.

14. Taxes. Lessee will pay any personal property taxes assessed on, or any portion of the taxes attributable to the Structures. Lessor will pay when due all real property taxes and all other fees and assessments attributable to the Leased Space. However, Lessee will pay, as additional Rent, any increase in real property taxes levied against the Leased Space which is directly attributable to Lessee's use of the Leased Space, and Lessor agrees to furnish proof of the increase to Lessee.

15. Maintenance. Lessee will use best efforts to maintain the Leased Space in good condition and state of repair. Except insofar as Lessee is made responsible by this Lease, Lessor will maintain the premises surrounding the Leased Space in good condition and state of repair.

16. Hold Harmless. Lessor will be held harmless by Lessee from any liability (including reimbursement of reasonable attorneys' fees and all costs) for damages to any person or any property in or upon the Leased Space at Lessee's invitation, or for damages to any person or property resulting from the actions of Lessee (including damages caused by or resulting from the existence of the Structures) on the Leased Space, unless the damages are caused by, or are the result of, the misconduct or negligence of Lessor or any of Lessor's agents, servants, employees or licensees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Leased Space by Lessee will be so installed, kept, stored or maintained at the risk of Lessee. Lessor will not be responsible for any loss or damage to equipment owned by Lessee which might result from tornadoes, lightning, wind storms, or other Acts of God; provided, however, Lessor will be responsible for, and agrees to hold Lessee harmless from any liability (including reimbursement of reasonable legal fees and all costs), for damages to any person or any property in or upon the Leased Space arising out of the misconduct or negligence of Lessor or any of Lessor's agents, servants, employees or licensees. Except as provided below in Section 17(a), neither Lessor nor Lessee will in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of the damages, and each party, and anyone claiming by or through them, expressly waives all claims for the damages.

17. Termination Rights.

(a) Lessee may terminate this Lease, at its option, after

giving Lessor not less than sixty (60) days prior written notice to cure, if: (i) any governmental agency denies a request by Lessee for a permit, license or approval which is required for Lessee to construct or operate the Structures on the Leased Space or any such permit is revoked; (ii) Lessee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems cannot reasonably be corrected, impair or restrict Lessee from using the Leased Space for Lessee's intended purpose; (iii) Lessee determines that it does not have acceptable and legally enforceable means of ingress and egress to and from the Leased Space; (iv) Lessor does not have legal or sufficient ownership of or title to the Leased Space or Premises or the authority to enter into this Lease; (v) utilities necessary for Lessee's contemplated use of the Leased Space are not available; (vi) the Leased Space is damaged or destroyed to an extent which prohibits or materially interferes with Lessee's use of the Leased Space or Lessee's equipment and attachments thereto; (vii) the Premises now or hereafter contains a Hazardous Material; (viii) Lessee is unable to obtain a Subordination, Non-disturbance and Attornment Agreement; (ix) a material default by Lessor occurs; (x) Lessor fails to perform any of the material covenants or provisions of this Agreement or if any representation or warranty contained herein is found to be untrue; or (xi) if Lessee determines, in its sole discretion, that it will be unable to use the site for any reason. In the event of termination by Lessee or Lessor pursuant to this provision, Lessee will be relieved of all further liability hereunder. Any rental fees paid prior to the termination date will be retained by Lessor. In the event Lessor fails to perform its obligations under this Agreement for any reason other than Lessee's breach, Lessee may pursue all remedies available at law and in equity. Lessor hereby acknowledges that Lessee will incur significant expenses in reliance on this Agreement and therefore agrees to pay Lessee for all consequential damages which Lessee will suffer as a result of Lessor's breach.

(b) Lessor may only terminate this Lease, at its option, in the event of a material default by Lessee or Lessee's failure to pay rent when due, which default or failure is not cured within sixty (60) days after Lessee's receipt of written notice of such default or failure.

18. Exclusivity. Lessor will not enter into a lease or license agreement during the term hereof with another party, which agreement permits on the Premises or any adjacent parcel of land owned, leased or managed by Lessor, the uses permitted herein or similar thereto.

19. Binding on Successors. The covenants and conditions contained herein will apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto. Further, this Lease will run with the land and all subsequent purchasers will be subject to the terms and conditions specified herein.

20. Access to Leased Space/Premises. Lessee shall have at all times during the Term the right of access to and from the Leased Space and all utility installations servicing the Leased Space on a 24 hours per day/7 days per week basis, on foot or by motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under and along the right-of-way extending from the nearest accessible public right-of-way.

21. Governing Law. The parties intend that this Lease and the relationship of the parties will be governed by the laws of the State of Indiana and any action brought to enforce the terms of this agreement or to clarify the relationship between the parties shall be brought in the courts of Adams County, Indiana

22. Entire Agreement. All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions will be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Lease will not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Lease.

23. Survey and Testing. Lessee will have the right during the term of this Lease (and the Option Period, if applicable) to survey, soil test,

and make any other investigations necessary to determine if the surface and subsurface of the Leased Space are suitable for construction and operation of the Tower and other Structures. If Lessee, prior to completion of the Structures determines that for any reason the surface or subsurface of the Leased Space is not suitable to construct and operate the Tower or other Structures, this Lease, upon written notice given to Lessor prior to completion of the Structures will become null and void; provided that at Lessee's sole expense the Leased Space will be promptly restored to the extent contemplated by the Lessee Improvements section above and provided further that Lessee will deliver copies of all soil tests and investigation reports to Lessor.

24. Oil, Gas and Mineral Rights. Lessor does not grant, lease, let or demise hereby, but expressly excepts and reserves here from all rights to oil, gas and other minerals in, on or under and that might be produced or mined from the Leased Space; provided, however, that no drilling or other activity will be undertaken on or beneath the surface of the Leased Space or Easement Area to recover any oil, gas or minerals. This Lease is given and accepted subject to the terms and provisions of any valid oil, gas and mineral lease covering the Leased Space or any part thereof, now of record in the office of the County Clerk, provided, however, that any future oil, gas or mineral lease covering the above-described lands or any part thereof will be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Lessee under the terms of this Lease.

25. Hazardous Waste.

(a) The term Hazardous Materials will mean any substance, material, waste, gas or particulate matter which is regulated by the local governmental authority where the Leased Space is located, the State in which the Leased Space is located, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or restricted hazardous waste" under any provision of state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. '1251 et seq. (33 U.S.C. '1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recover Act, 42 U.S.C. '6901 et seq. (42 U.S.C. '6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act. 42 U.S.C. '9601 et Seq. (42 U.S.C. '9601). The term Environmental Laws will mean all statutes specifically described in the foregoing sentence and all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

(b) Lessor represents and warrants that, to the best of Lessor's knowledge, (i) the Leased Space has not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous waste, (ii) neither the Leased Space nor any part thereof is in breach of any Environmental Laws, (iii) there are no underground storage tanks located on or under the Leased Space, and (iv) the Leased Space is free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner breached during the term of this Agreement (collectively, a "Breach"), and if the Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Lessor will promptly take any and all remedial and removal action as required by law to clean up the Leased Space, mitigate exposure to liability arising from, and keep the Leased Space free of any lien imposed pursuant to, any Environmental Laws as a result of the Breach.

(c) In addition, Lessor agrees to indemnify, defend and hold harmless Lessee, its officers, partners, successors and assigns from and against any and all debts, liens, claims, causes of action, administrative

orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, attorneys' fees, damages, liabilities, demands, interest, fines, penalties and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by Lessee and its grantees as a result of (a) any Breach, or (b) any matter, condition or state of fact involving Environmental Laws of Hazardous Materials which existed on or arose during the term of this Lease and which failed to comply with (i) the Environmental Laws then in effect or (ii) any existing common law theory based on nuisance or strict liability.

(d) Lessor represents and warrants to Lessee that Lessor has received no notice that the property or any part thereof is, and, to the best of its knowledge and belief, no part of the Property is located within an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers or any other governmental body as being subject to special hazards.

(e) The covenants of this Section will survive and be enforceable and will continue in full force and effect for the benefit of Lessee and its subsequent transferees, successors and assigns and will survive the term of this Lease and any renewal periods thereof.

(f) The covenants of this Section will survive and be enforceable and will continue in full force and effect for the benefit of Lessee and its subsequent transferees, successors and assigns and will survive the term of this Lease and any renewal periods thereof.

26. Mechanic's and Landlord's Liens. Lessee will not cause any mechanic's or materialman's lien to be placed on the Leased Space, and Lessee agrees to indemnify, defend and hold harmless Lessor from any such lien from a party claiming by, through or under Lessee. Additionally, Lessor disclaims and waives any now existing or hereafter arising Landlord's lien or other statutory or non-statutory lien or security interest in Lessee's and/or its sublessees' communication facilities, equipment, improvement, fixtures or other property.

27. Headings. The headings of sections and subsections are for convenient reference only and will not be deemed to limit, construe, affect, modify or alter the meaning of the sections or subsections.

28. Time of Essence. Time is of the essence of Lessor's and Lessee's obligations under this Lease.

29. Severability. If any section, subsection, term or provision of this Lease or the application thereof to any party or circumstance will, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of the Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, will not be affected thereby and each remaining section, subsection, term or provision of this Lease will be valid or enforceable to the fullest extent permitted by law.

30. Real Estate Broker. Lessor represents and warrants that Lessor has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to anyone in connection with the lease of the Leased Space or the transaction contemplated by this Agreement and Lessor agrees to indemnify and hold Lessee harmless from and against any such claims or costs, including attorneys' fees, incurred as a result of the transaction contemplated by this Agreement.

31. Further Assurances. Each of the parties agree to do such further acts and things and to execute and deliver the additional agreements and instruments (including, without limitation, requests or applications relating to zoning or land use matters affecting the Tower or other Structures) as the other may reasonably require to consummate, evidence or confirm this Agreement or any other agreement contained herein in the manner contemplated hereby. If Lessor fails to provide requested documentation within thirty (30) days of Lessee's request, or fails to provide any Non-Disturbance Agreement required in this Agreement, Lessee may withhold and accrue the monthly rental until such time as all such documentation is received by Lessee.

32. **Right to Register or Record.** Lessee may request that Lessor execute a Memorandum of Option and Land Lease, Memorandum of Land Lease or Short Form of Lease for recording in the public records. Lessor agrees and authorizes Lessee to attach and/or insert a certified legal description of the Leased Space, once complete, to the Memorandum of Land Lease and record same in the public records.

33. **Interpretation.** Each party to this Agreement and its counsel have reviewed and had the option to revise this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement

34. **Right of First Refusal.** If at any time during the term of this Agreement Lessor receives an irrevocable (except such offer may be conditional upon the non-exercise of this right of first refusal) bona fide written offer from a third person ("Offer") to sell, assign, convey or otherwise transfer its interest in the Leased Space and/or Premises, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to becoming unconditionally obligated. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice and terms to accept the Offer and exercise its

right of First Refusal by notifying Lessor in writing. After thirty (30) days the Offer will be deemed rejected. Lessee shall waive the Right of First Refusal should Lessor transfer the Premises and/or Lease Space to her/his decedents by way of gift, device, or sale.

35. **Date of Agreement.** The parties acknowledge that certain obligations of Lessor and Lessee are to be performed within certain specified periods of time which are determined by reference to the date of execution of this Lease. The parties therefore agree that wherever the term "date of execution of this Lease," or words of similar import are used herein, they will mean the date upon which this Lease has been duly executed by Lessor and Lessee whichever is the later to so execute this Lease. The parties further agree to specify the date on which they execute this Lease beneath their respective signatures in the space provided and warrant and represent to the other that such a date is in fact the date on which each duly executed his name.

COMMENCEMENT DATE: The date that Lessee exercises its Option.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the last day and year specified below.

LESSOR:

LESSEE: SBA Towers, Inc.

By: Jimmy D. Price P.O.A.
Title: P.O.A. For Margaret A. Price

By: _____
Alyssa Houlihan
Title: Director of Leasing

Date: 3-22-00
Witness: Adam T. Miller
(Sign & Print Name)

Date: _____
Witness: _____
(Sign & Print Name)

Witness: Mary Rose Hill Mary Rose Hill
(Sign & Print Name)

Witness: _____
(Sign & Print Name)

Notary Public:

I, Adam T. Miller, do hereby certify that Jimmy D. Price P.O.A. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Notary Public:

I, _____, do hereby certify that Alyssa Houlihan, as Director of Leasing of SBA Towers, Inc., a Florida corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 22ND day of MARCH, 2000.

Witness my hand and seal this _____ day of _____, 2000.

Adam T. Miller
Notary Signature

Notary Signature



THIS INSTRUMENT PREPARED BY:
WHEN RECORDED PLEASE RETURN TO:
SBA Towers, Inc.
Attn: BTS Leasing Department
One Town Center Road
Boca Raton, FL 33486
(800) 487-7483

EASEMENT AGREEMENT

THIS EASEMENT is made and entered into as of the 5th day of June, 2000, by and between EMP CO-OP, INC., an Indiana cooperative corporation ("Grantor") and SBA TOWERS, INC., a Florida corporation ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of a 2.79 acre tract of land ("Grantor's Property") conveyed to EMP CO-OP, INC. by deed of record as recorded February 19, 1999, in Deed Book 226, Page 565, in the office of the Recorder of Adams County, Indiana, located in the State of Indiana, County of Adams, Township of Washington, Section 13, Township 27 North, Range 14 East, and also a 25 foot wide Access and Utility Easement across a 25.185 acre tract of land conveyed to Margaret Price by deed of record as recorded in Deed Book 196, Page 207, in the office of the Recorder of Adams County, Indiana.

WHEREAS, Grantee is the Lessee of certain property ("Leased Premises") adjacent to Grantor's Property, situated in the State of Indiana, County of Adams, Township of Washington, Section 13, Township 27 North, Range 14 East, such Leased Premises being a 10,000 square foot Lease Area out of such 25.185 acre tract of land conveyed to Margaret Price by deed of record as recorded in Deed Book 196, Page 207, in the office of the Recorder of Adams County, Indiana.

WHEREAS, Grantor desires to convey to Grantee, and Grantee desires to accept from Grantor, a non-exclusive ~~twenty (20)~~ twenty-five (25) foot easement for ingress, egress and underground utilities across an existing drive located in the northwest corner of Grantor's Property for the benefit of the Leased Premises and improvements thereon;

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants a non-exclusive ~~twenty (20)~~ twenty-five (25) foot easement to Grantee across an existing drive located in the northwest corner of Grantor's Property for ingress and egress to the Leased Premises and for the installation and maintenance of underground utilities as described in the attached Exhibit A, for the limited purposes and limited duration as hereinafter set forth.

ORIGINAL

The easement herein granted shall benefit the Leased Premises and any improvements now or hereafter constructed thereon as herein contemplated; and this easement shall specifically include the right at all times for the installation and maintenance of underground utilities only as necessary for the improvements to the Leased Premises, and for ingress and egress, on foot or motor vehicle, including trucks, all in connection with the construction, operation, maintenance and removal of a communications tower and improvements related thereto upon the Leased Premises, now or in the future, by Grantee or Grantee's agents, employees, contractors, tenants or licensees. Lessee will make all improvements in a timely workmanlike manner and, within thirty (30) days of written demand, will repair Grantor's Property or reimburse Grantor, at fair market value, for any damage to Grantor's Property or personal property caused by use of the easement or in the installation or removal of the communications tower, related equipment, or underground utilities. The existing drive upon the easement referenced above shall be maintained by Grantor at Grantor's sole expense in a manner sufficient to permit year-around vehicular travel. Grantee shall not install any gate or other obstruction to travel upon the roadway without the express consent of the Grantor. Grantor shall enjoy full use of the drive, provided, however, that Grantee shall be liable for extraordinary maintenance costs associated with such Grantee's use of the easement. ~~Any maintenance costs which results from Grantor's continued use of such roadway to the same extent as it is used at the time of this Easement Agreement shall be deemed NOT to be extraordinary.~~

Upon termination of the Lease Agreement between Margaret Price and SBA Towers, Inc., Grantor and Grantee agree that this easement shall terminate and that it will not be reasonable to require Grantee to remove any improvements to the easement area contemplated hereunder which are permanent in nature, including but not limited to underground utilities. However, upon such termination, Grantor may elect, at Grantor's expense, to disconnect or remove such underground utilities. Upon termination of this easement, Lessee will restore the easement to its original condition at the commencement of this Agreement, except for ordinary wear and tear and damages by the elements or damages over which Lessee had no control.

Grantee agrees to indemnify and hold harmless Grantor from and against all claims, judgments, costs and expenses, and any asserted or proven liability (including reimbursement of reasonable attorney's fees) for injury to any person or damage to any property in or upon the easement at Grantee's invitation or license, or for injury to any person or damage to property resulting from the actions of Grantee, Grantee's agents, employees or licensees (including damages caused by or resulting from the construction, removal or existence of the improvements to the Leased Premises or in the easement) on the easement or on the Leased Premises, unless the damages are solely caused by, or are solely the result of, the misconduct or negligence of Grantor or any of Grantor's agents, servants, employees or licensees.

TO HAVE AND TO HOLD the said easement and the hereditaments, appurtenances, estate, title and interest thereto belonging unto Grantee, its successors and assigns, for the term of the Lease Agreement. Grantee agrees to provide Grantor written notice of the effective date of the termination of the Lease Agreement. Grantee agrees that, upon the termination of the Lease Agreement, the termination of this easement shall be effected by the recording of a Notice of Termination of Easement signed only by Grantor.

Grantor, for its successors and assigns, hereby covenants with Grantee, its successors and assigns, that Grantor is lawfully seized in fee simple of Grantor's Property and has full power, authority and right to convey the easement herein granted. That Grantee has conducted or had an opportunity to conduct a search of the public records regarding the easement area on Grantor's Property. Grantor makes no representation with respect to any encumbrances of record against the easement.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

GRANTOR:

EMP CO-OP, INC,

By: Jack Heim
Jack Heim, Manager

GRANTEE:

SBA TOWERS, INC.

By: Alyssa Houlihan
Its: Alyssa Houlihan
Director of Site Administration Leasing

WITNESSES:

Sign: Susan Kay Castleman
Print name: Susan Kay Castleman

Sign: Jack Kuhn
Print name: Jack Kuhn

WITNESSES:

Sign: Ada Ribard
Print name: Ada Ribard

Sign: Brenda J. Linton
Print name: Brenda J. Linton

STATE OF INDIANA)
COUNTY OF Allen)

Personally appeared before me, a Notary Public of the state and county aforesaid, Jack Heim, Manager of EMP CO-OP, Inc., an Indiana cooperative corporation, the within named Grantor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 9th day of June, 2000.



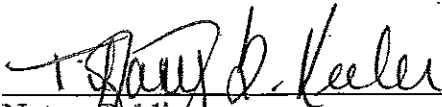
Notary Public

My Commission Expires: 3-12-2008

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared Alyssa Houlihan, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged herself to be the Director of Site Administration / Corporate Council of SBA TOWERS, INC., the within named Grantee, a Florida corporation, and that she as such Director of Site Administration / Corporate Council, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by herself as Director of Site Administration / Corporate Council.

Witness by hand and seal at office this 13th day of June, 2000.



Notary Public

My Commission Expires: _____



EXHIBIT "A"

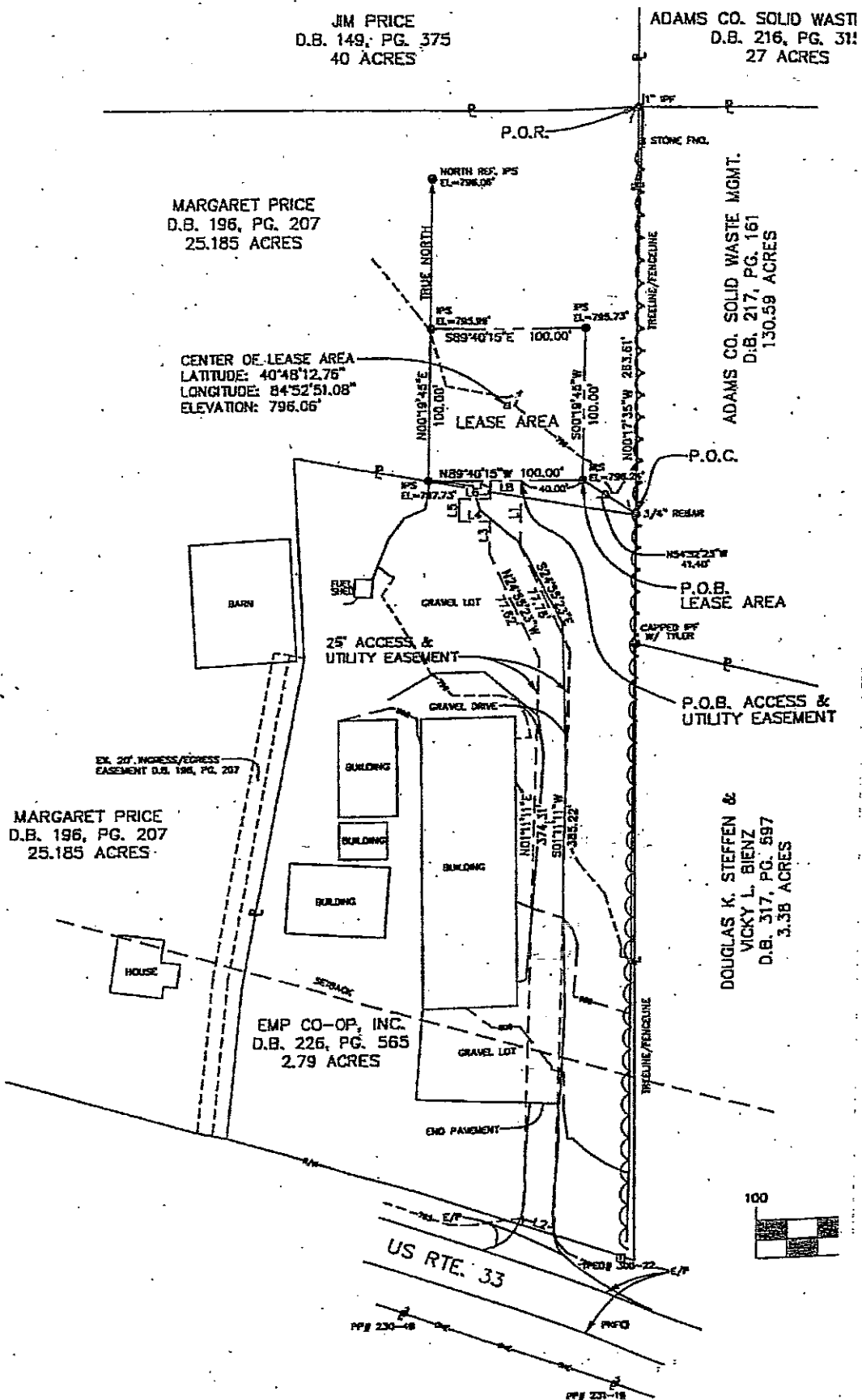
JIM PRICE
D.B. 149, PG. 375
40 ACRES

ADAMS CO. SOLID WASTE
D.B. 216, PG. 311
27 ACRES

MARGARET PRICE
D.B. 196, PG. 207
25.185 ACRES

ADAMS CO. SOLID WASTE MGMT.
D.B. 217, PG. 161
130.59 ACRES

CENTER OF LEASE AREA
LATITUDE: 40°48'12.76"
LONGITUDE: 84°52'51.08"
ELEVATION: 796.06'

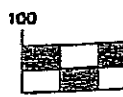


MARGARET PRICE
D.B. 196, PG. 207
25.185 ACRES

EMP CO-OP, INC.
D.B. 226, PG. 565
2.79 ACRES

DOUGLAS K. STEFFEN &
VICKY L. BIENZ
D.B. 317, PG. 597
3.38 ACRES

US RTE. 33



PP# 230-18

PP# 230-18

Instrument prepared by and
Recording requested by and when
recorded return to:
SBA TOWERS, INC.
Attn: BTS Leasing Department
One Town Center Road, 3rd Floor
Boca Raton, Florida 33486
(561) 995-7670

**SUBORDINATION NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS AGREEMENT (this "Agreement"), dated as of July 7, 2000 by SBA Towers, Inc. , a Florida Corporation, having its principal office and place of business located at One Town Center Road, 3rd Floor, Boca Raton, FL 33486, and any users of the premises, ("Tenant"), and Roy L. Price & Sons, Inc., having a principal office and place of business located at 4262 Salem Road, Decatur, Indiana 46733 ("Lender").

PRELIMINARY STATEMENT:

A. On February 19, 1999 Lender and EMP Co-op, Inc. an Indiana Corporation. ("Landlord") entered into that certain Mortgage recorded in Official Records Book 370 Page 126 of the Public Records of Adams County, Indiana encumbering that certain real property (the "Property") described therein (such instrument and all amendments, modifications, renewals, substitutions, extensions, consolidations and replacements thereto and thereof, as applicable, are hereinafter collectively referred to as "Mortgage").

B. On May 1, 2000, Landlord and Tenant entered into a certain Easement Agreement ("Easement") for that certain parcel of real property as more particularly described on Exhibit "A" attached hereto ("Premises"), which Premises is a portion of the Property.

C. Tenant desires that Lender recognize Tenant's rights under the Lease in the event of foreclosure of Lender's lien or any other Transfer and Tenant is willing to agree to attorn to Lender or the purchaser at such foreclosure or other Transfer if Lender will recognize Tenant's right of possession under the Lease.

Therefore, in consideration of the mutual benefits accruing to the parties hereto and other

valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Tenant hereby agree as follows:

1. **Subordination.** Notwithstanding anything to the contrary set forth in the Lease, but subject to the express provisions of this Agreement, the Lease and the leasehold estate created thereby shall at all times remain subordinate and inferior to the Mortgage and the lien thereof, and to any and all renewals, modifications, consolidations, replacements and extensions thereof.

2. **Non-Disturbance.** Provided (a) Tenant complies with this Agreement, (b) Tenant is not in default under the terms of the Lease and no event has occurred which, with the passage of time or the giving of notice or both, would constitute a default under the Lease, and (c) the Lease is in full force and effect, no default under the Mortgage and no proceeding to foreclose the same or other Transfer will disturb Tenant's possession under the Lease and the Lease will not be affected or cut off thereby, and notwithstanding any such foreclosure or other Transfer of the Property to Transferee, Transferee will recognize the Lease and will accept the attornment of Tenant thereunder. "Transfer" shall mean (a) the institution of any foreclosure, trustee's sale or other like proceeding, (b) the appointment of a receiver for the Landlord or the Property, (c) the exercise of rights to collect rents under the Mortgage or an assignment of rents, (d) the recording by Lender or its successor or assignee of a deed in lieu of foreclosure for the Property, or (e) any transfer or abandonment of possession of the Property to Lender or its successor or assigns in connection with any proceedings affecting Landlord under the Bankruptcy Code, 11 U.S.C. § 101 *et seq.* "Transferee" shall mean the Lender or any successor or assignee of Lender taking title to the Property in connection with a Transfer.

3. **Attornment.** Upon the Transfer of the Property to Transferee, whether through foreclosure, deed in lieu of foreclosure or otherwise, Tenant shall attorn to Transferee as the landlord under the Lease. Said attornment shall be effective and self-operative without the execution of any further instruments upon Transferee's succeeding to the interest of the landlord under the Lease. Tenant and Lender shall, however, confirm the provisions of this paragraph in writing upon request by either of them.

4. **Miscellaneous.**

(a) This Agreement shall inure to the benefit of the parties hereto, their successors and assigns; provided, however, that in the event of the assignment or transfer of the interest of Transferee, all obligations and liabilities of Transferee under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom Transferee's interest is assigned or transferred.

(b) This Agreement is the whole and only agreement between the parties hereto with regard to the subject matter hereof. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.

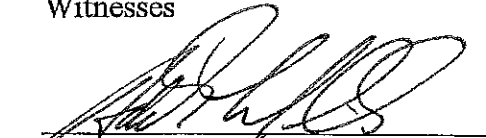
(c) This Agreement shall be deemed to have been made in the state where the Property is located and the validity, interpretation and enforcement of this Agreement shall be determined in accordance with the laws of such state.

(d) In the event any legal action or proceeding is commenced to interpret or enforce the terms of, or obligations arising out of, this Agreement, or to recover damages for the breach thereof, the party prevailing in any such action or proceeding shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, costs and expenses incurred by the prevailing party.

(e) Any notices or communications required or permitted to be given or made hereunder shall be deemed to be so given or made when in writing and delivered in person or sent by United States registered or certified mail, postage prepaid, or by nationally recognized overnight courier service, directed to the parties at the following addresses listed above or to such other address as such party may from time to time designate in writing to the other party. Notices or communications mailed in the U.S. mail shall be deemed to be served on the third business day following mailing, notices or communication served by hand or by overnight courier shall be deemed served upon receipt.

IN WITNESS WHEREOF, this Agreement has been signed and delivered as of the date and year first above set forth.

Witnesses


Witness / Print Name:
Mary Rose Hill
Witness / Print Name

LENDER:

ROY L. PRICE & SONS, INC.
an Indiana corporation

By: Jim Price
Print Name: JIM PRICE PRES
Its: President
Date: June 22, 2000

[corporate seal]

Witnesses:

Aecna Chatani / Eecna Chatani
Witness / Print Name:
Euphina St. Vall / EUPHINA ST. VALL
Witness / Print Name:

TENANT:
SBA TOWERS, INC.,
a Florida corporation

By: Edward G. Roach
Print Name: Edward G. Roach
Its: Director of Compliance
Date: 7/7/00

[corporate seal]

LENDER:

STATE OF INDIANA

COUNTY OF ADAMS

The foregoing instrument was acknowledged before me this 22nd day of June, 2000, by Jim Price as President of Roy L. Price & Sons, Inc., an Indiana corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

(AFFIX NOTARIAL SEAL)



[Handwritten Signature]

(OFFICIAL NOTARY SIGNATURE)

Notary Public - State of Indiana

Adam T. Miller

(Printed, Typed or Stamped name of Notary)

Commission expires: May 14, 2008

Commission Number: _____

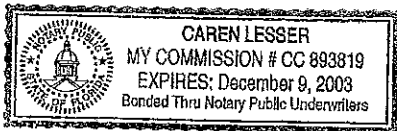
TENANT: SBA TOWERS, INC.

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 7th day of July, 2000, by Edward G. Roach as Director of Compliance of SBA Towers, Inc. a Florida Corp., on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

(AFFIX NOTARIAL SEAL)



[Handwritten Signature]

(OFFICIAL NOTARY SIGNATURE)

Notary Public - State of Florida

Caren Lesser

(Printed, Typed or Stamped name of Notary)

Commission Number: CC893819

"EXHIBIT A"

LEASE AREA

Situated in the State of Indiana, County of Adams, Township of Washington, Section 13, Township 27 North, Range 14 East, and being a 10,000 square foot Lease Area out of a 25.185 acre tract of land conveyed to Margaret Price by deed of record in Deed Book 196, Page 207, Recorders Office, Adams County, Indiana, said Lease Area being more particularly described as follows;

Commencing for reference at a found 3/4" Rebar on the easterly property line of said 25.185 acre tract of land and being a northeasterly corner of 2.79 acre tract of land conveyed to EMP CO-OP, INC., by deed of record in Deed Book 226, Page 565, Recorders Office, Adams County, Indiana, said Rebar being referenced by a found 1" Iron Pin, North 00 degrees 17 minutes 35 seconds West at a distance of 263.61 feet, said Iron Pin being a northeasterly corner of said 25.185 acre tract of land and a southeasterly corner of a 40 acre tract of land conveyed to Jim Price by deed of record in Deed Book 149, Page 375 and being a northwesterly corner of a 130.59 acre tract of land conveyed to Adams County Solid Waste Management by deed of record in Deed Book 217, Page 161, and being a southwesterly corner of a 27 acre tract of land conveyed to Adams County Solid Waste Management by deed of record in Deed Book 216, Page 315, Recorders Office, Adams County, Indiana;

Thence North 54 degrees 52 minutes 23 seconds West for a distance of 41.40 feet, crossing said 25.185 acre tract of land to an Iron Pin Set at the TRUE POINT OF BEGINNING of the herein Lease Area to be described;

Thence North 89 degrees 40 minutes 15 seconds West for a distance of 100.00 feet, crossing said 25.185 acre tract of land along the southerly line of said Lease Area to an Iron Pin Set;

Thence North 00 degrees 19 minutes 45 seconds East for a distance of 100.00 feet, crossing said 25.185 acre tract of land along the westerly line of said Lease Area to an Iron Pin Set;

Thence South 89 degrees 40 minutes 15 seconds East for a distance of 100.00 feet, crossing said 25.185 acre tract of land along the northerly line of said Lease Area to an Iron Pin Set;

Thence South 00 degrees 19 minutes 45 seconds West for a distance of 100.00 feet, crossing said 25.185 acre tract of land along the easterly line of said Lease Area to an Iron Pin Set at the TRUE POINT OF BEGINNING of the herein described Lease Area, containing 10,000 square feet, more or less, subject to all legal rights-of-way, easements and restrictions of record.

Deatur 2, IN
IN3193-B

20 FOOT ACCESS AND UTILITY EASEMENT

"EXHIBIT A"

Situated in the State of Indiana, County of Adams, Township of Washington, Section 13, Township 27 North, Range 14 East, and being a 20 foot wide Access and Utility Easement of a 25.185 acre tract of land conveyed to Margaret Price by deed of record in Deed Book 196, Page 207, and out of a 2.79 acre tract of land conveyed to EMP CO-OP, INC., by deed of record in Deed Book 226, Page 565, Recorders Office, Adams County, Indiana, said Lease Area being more particularly described as follows;

Commencing for reference at a found 3/4" Rebar on the easterly property line of said 25.185 acre tract of land and being a northeasterly corner of said 2.79 acre tract of land, said Rebar being referenced by a found 1" Iron Pin, North 00 degrees 17 minutes 35 seconds West at a distance of 263.61 feet, said Iron Pin being a northeasterly corner of said 25.185 acre tract of land and a southeasterly corner of a 40 acre tract of land conveyed to Jim Price by deed of record in Deed Book 149, Page 375 and being a northwesterly corner of a 130.59 acre tract of land conveyed to Adams County Solid Waste Management by deed of record in Deed Book 217, Page 161, and being a southwesterly corner of a 27 acre tract of land conveyed to Adams County Solid Waste Management by deed of record in Deed Book 216, Page 315, Recorders Office, Adams County, Indiana;

Thence North 54 degrees 52 minutes 23 seconds West for a distance of 41.40 feet, crossing said 25.185 acre tract of land to a found Iron Pin;

Thence North 89 degrees 40 minutes 15 seconds West for a distance of 40.00 feet, crossing said 25.185 acre tract of land to the TRUE POINT OF BEGINNING of the herein described said Access Easement;

Thence South 00 degrees 19 minutes 45 seconds West for a distance of 10.98 feet, crossing said 25.185 acre tract of land to a southerly property line of said 25.185 acre tract of land and northerly property line of said 2.79 acre tract of land;

Thence South 00 degrees 19 minutes 45 seconds West for a distance of 32.67 feet, crossing said 2.79 acre tract of land, to a point;

Thence South 24 degrees 55 minutes 23 seconds East for a distance of 77.78 feet, crossing said 2.79 acre tract of land, to a point;

Thence South 01 degree 11 minutes 11 seconds West for a distance of 385.22 feet, crossing said 2.79 acre tract of land, to the northerly right-of-way of U.S. Route 33 and southerly property line of said 2.79 acre tract of land;

Thence North 71 degrees 24 minutes 07 seconds West for a distance of 20.96 feet, along the northerly right-of-way of U.S. Route 33 and southerly property line of said 2.79 acre tract of land;

Thence North 01 degree 11 minutes 11 seconds East for a distance of 374.31 feet, crossing said 2.79 acre tract of land, to a point;

Thence North 24 degrees 55 minutes 23 seconds West for a distance of 77.62 feet, crossing said 2.79 acre tract of land, to a point;

Thence North 00 degrees 19 minutes 45 seconds East for a distance of 21.13 feet, crossing said 2.79 acre tract of land, to a point;

Thence North 89 degrees 40 minutes 15 seconds West for a distance of 20.00 feet, crossing said 2.79 acre tract of land, to a point;

Thence North 00 degrees 19 minutes 45 seconds East for a distance of 15.00 feet, crossing said 2.79 acre tract of land, to a point;

Thence South 89 degrees 40 minutes 15 seconds East for a distance of 20.00 feet, crossing said 2.79 acre tract of land, to a point;

Thence North 00 degrees 19 minutes 45 seconds East for a distance of 4.57 feet, crossing said 2.79 acre tract of land, to the northerly property line of said 2.79 acre tract of land and southerly property line of said 25.185 acre tract of land;

Thence North 00 degrees 19 minutes 45 seconds East for a distance of 7.43 feet, crossing said 25.185 acre tract of land, to a point;

Thence South 89 degrees 40 minutes 15 seconds East for a distance of 20.00 feet, crossing said 25.185 acre tract of land, to the TRUE POINT OF BEGINNING of the herein described 20 foot Access and Utility Easement.

Recording requested by and when
 recorded return to: C & Blonder
 BTS Leasing Department
 SBA Towers, Inc.
 One Town Center Road, 3rd Fl.
 Boca Raton, Florida 33486
 (800) 487-7483

200000004138
 Filed for Record in
 ADAMS COUNTY, IN
 FAYE B HAGGARD
 On 10-17-2000 At 12:19 pm.
 LEASE 17.00
 Book 49 Page 78 - 82

MEMORANDUM OF LAND LEASE

THIS MEMORANDUM OF LAND LEASE (herein "Memorandum") is made this 1st day of May, 2000 by and between **MARGARET A. PRICE, by her attorney in fact, JIMMY D. PRICE**, having a principal office located at **3883 N. US Highway 33, Decatur, IN 46733** (herein "Lessor") and **SBA TOWERS, INC.**, a Florida corporation, having a principal office located at One Town Center Road, 3rd Floor, Boca Raton, Florida 33486 (herein "Lessee").

WHEREAS, Lessor and Lessee entered into that certain Land Lease dated 5-1-00 whereby, Lessor leased to Lessee the land described in Exhibit "A" attached hereto and made a part hereof. All terms used but not defined herein shall have the meaning ascribed to them in the Land Lease.

WHEREAS, Lessor and Lessee desire to enter into this Memorandum to give notice of said Land Lease and all of its terms, covenants and conditions to the same extent as if the same were fully set forth herein.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration including the rents reserved and the covenants and conditions more particularly set forth in the Land Lease, Lessor and Lessee do hereby covenant, promise and agree as follows:

1. The Land Lease provides in part that Lessor leases to Lessee a certain site ("Site") located at **3883 N. U.S. Highway 33, City of Decatur Township of Root County of Adams, State of Indiana** within the property of or under the control of Lessor which is legally described in Exhibit "A" attached hereto and made a part hereof.
2. Lessee shall lease the Site from Lessor, together with all easements for ingress, egress and utilities as more particularly described in the Land Lease, all upon the terms and conditions more particularly set forth in the Land Lease for a term of five (5) years, which term is subject to ten (10) additional ten (10) year extension periods.
3. The sole purpose of this instrument is to give notice of said Land Lease and all its terms, covenants and conditions to the same extent as if the same were fully set forth herein. The Land Lease contains certain other rights and obligations in favor of Lessor and Lessee which are more fully set forth therein.
4. Right of First Refusal. If at any time during the term of this Agreement Lessor receives an irrevocable (except such offer may be conditional upon the non-exercise of this right of first refusal) bona fide written offer from a third person ("Offer") to sell, assign, convey or otherwise transfer its interest in the Leased Space and/or Premises, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to becoming unconditionally obligated. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice and terms to accept the Offer and exercise its right of First Refusal by notifying Lessor in writing. After thirty (30) days the Offer will be deemed rejected.

5. The conditions, covenants and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns for the term of the Land Lease and any extensions thereof. All covenants and agreements of this Land Lease shall run with the land described in Exhibit "A".

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

WITNESSES:

[Signature]
Adam T. Miller
[Signature]
Mary Rose Hill
MARY ROSE HILL

LESSOR:
[NAME OF LESSOR ENTITY]

By: [Signature] Price P.O.A.
Print: [Signature] Price P.O.A.
Its: P.O.A. for Margaret A. Price
Date: 3-22-00
Power of Attorney as recorded in misc BK 49
(CORPORATE SEAL) Re page 73-77.

WITNESSES:

[Signature]
Virginia Brown
[Signature]
Stephanne Harvey
Stephanne Harvey

LESSEE:
SBA TOWERS, INC.,
a Florida corporation

By: [Signature]
Print: Alyssa Houlihan, Director of Leasing
Date: 5-1-00
(CORPORATE SEAL)

STATE OF IN }
COUNTY OF Adams } .SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared Jimmy D. Price, as Power of attorney ~~for Margaret A. Price~~, a ~~corporation~~, to me known to be the person described in and who executed the foregoing instrument, and who acknowledged before me that he executed the same in the capacity aforesaid.

WITNESS my hand and official seal in the County and State last aforesaid the 22nd day of March, 2000.

Sign Name: [Signature]

Print Name: Adam T. Miller
Notary Public

My Commission expires on:

May 14, 2008



STATE OF FL }
COUNTY OF Palm Beach } .SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared Alysa Houlihan, as Director of Leasing of SBA Towers, Inc., a Florida corporation, to me known to be the person described in and who executed the foregoing instrument and who acknowledged before me that he executed the same in the capacity aforesaid.

WITNESS my hand and official seal in the County and State last aforesaid the 1st day of May, 2000.

Sign Name: [Signature]

Print Name: Tiffany S. Keeler
Notary Public



My Commission Expires:

Situated in the State of Indiana, County of Adams, Township of Washington, Section 13, Township 27 North, Range 14 East, and being a 20 foot wide Access and Utility Easement of a 25.185 acre tract of land conveyed to Margaret Price by deed of record in Deed Book 196, Page 207, and out of a 2.79 acre tract of land conveyed to EMP CO-OP, INC., by deed of record in Deed Book 226, Page 565, Records Office, Adams County, Indiana, said Lease Area being more particularly described as follows:

Commencing for reference at a found 3/4" Rebar on the easterly property line of said 25.185 acre tract of land and being a northeasterly corner of said 2.79 acre tract of land, said Rebar being referenced by a found 1" Iron Pin, North 00 degrees 17 minutes 35 seconds West at a distance of 263.61 feet, said Iron Pin being a northeasterly corner of said 25.185 acre tract of land and a southeasterly corner of a 40 acre tract of land conveyed to Jim Price by deed of record in Deed Book 149, Page 375 and being a northwesterly corner of a 130.59 acre tract of land conveyed to Adams County Solid Waste Management by deed of record in Deed Book 217, Page 161, and being a southwesterly corner of a 27 acre tract of land conveyed to Adams County Solid Waste Management by deed of record in Deed Book 216, Page 315, Records Office, Adams County, Indiana;

Thence North 54 degrees 52 minutes 23 seconds West for a distance of 41.40 feet, crossing said 25.185 acre tract of land to a found Iron Pin;

Thence North 89 degrees 40 minutes 15 seconds West for a distance of 40.00 feet, crossing said 25.185 acre tract of land to the TRUE POINT OF BEGINNING of the herein described said Access Easement;

Thence South 00 degrees 19 minutes 45 seconds West for a distance of 10.98 feet, crossing said 25.185 acre tract of land to a southerly property line of said 25.185 acre tract of land and northerly property line of said 2.79 acre tract of land;

Thence South 00 degrees 19 minutes 45 seconds West for a distance of 32.67 feet, crossing said 2.79 acre tract of land, to a point;

Thence South 24 degrees 55 minutes 23 seconds East for a distance of 77.78 feet, crossing said 2.79 acre tract of land, to a point;

Thence South 01 degree 11 minutes 11 seconds West for a distance of 385.22 feet, crossing said 2.79 acre tract of land, to the northerly right-of-way of U.S. Route 33 and southerly property line of said 2.79 acre tract of land;

Thence North 71 degrees 24 minutes 07 seconds West for a distance of 20.96 feet, along the northerly right-of-way of U.S. Route 33 and southerly property line of said 2.79 acre tract of land;

Thence North 01 degree 11 minutes 11 seconds East for a distance of 374.31 feet, crossing said 2.79 acre tract of land, to a point;

Thence North 24 degrees 55 minutes 23 seconds West for a distance of 77.62 feet, crossing said 2.79 acre tract of land, to a point;

Thence North 00 degrees 19 minutes 45 seconds East for a distance of 21.13 feet, crossing said 2.79 acre tract of land, to a point;

Thence North 89 degrees 40 minutes 15 seconds West for a distance of 20.00 feet, crossing said 2.79 acre tract of land, to a point;

Thence North 00 degrees 19 minutes 45 seconds East for a distance of 15.00 feet, crossing said 2.79 acre tract of land, to a point;

Thence South 89 degrees 40 minutes 15 seconds East for a distance of 20.00 feet, crossing said 2.79 acre tract of land, to a point;

Thence North 00 degrees 19 minutes 45 seconds East for a distance of 4.57 feet, crossing said 2.79 acre tract of land, to the northerly property line of said 2.79 acre tract of land and southerly property line of said 25.185 acre tract of land;

Thence North 00 degrees 19 minutes 45 seconds East for a distance of 7.43 feet, crossing said 25.185 acre tract of land, to a point;

Thence South 89 degrees 40 minutes 15 seconds East for a distance of 20.00 feet, crossing said 25.185 acre tract of land, to the TRUE POINT OF BEGINNING of the herein described 20 foot Access and Utility Easement.

LEASE AREA

"EXHIBIT A"

Situated in the State of Indiana, County of Adams, Township of Washington, Section 13, Township 27 North, Range 14 East, and being a 10,000 square foot Lease Area out of a 25.185 acre tract of land conveyed to Margaret Price by deed of record in Deed Book 196, Page 207, Recorders Office, Adams County, Indiana, said Lease Area being more particularly described as follows;

Commencing for reference at a found 3/4" Rebar on the easterly property line of said 25.185 acre tract of land and being a northeasterly corner of 2.79 acre tract of land conveyed to EMP CO-OP, INC., by deed of record in Deed Book 226, Page 565, Recorders Office, Adams County, Indiana, said Rebar being referenced by a found 1" Iron Pin, North 00 degrees 17 minutes 35 seconds West at a distance of 263.61 feet, said Iron Pin being a northeasterly corner of said 25.185 acre tract of land and a southeasterly corner of a 40 acre tract of land conveyed to Jim Price by deed of record in Deed Book 149, Page 375 and being a northwesterly corner of a 130.59 acre tract of land conveyed to Adams County Solid Waste Management by deed of record in Deed Book 217, Page 161, and being a southwesterly corner of a 27 acre tract of land conveyed to Adams County Solid Waste Management by deed of record in Deed Book 216, Page 315, Recorders Office, Adams County, Indiana;

Thence North 54 degrees 52 minutes 23 seconds West for a distance of 41.40 feet, crossing said 25.185 acre tract of land to an Iron Pin Set at the TRUE POINT OF BEGINNING of the herein Lease Area to be described;

Thence North 89 degrees 40 minutes 15 seconds West for a distance of 100.00 feet, crossing said 25.185 acre tract of land along the southerly line of said Lease Area to an Iron Pin Set;

Thence North 00 degrees 19 minutes 45 seconds East for a distance of 100.00 feet, crossing said 25.185 acre tract of land along the westerly line of said Lease Area to an Iron Pin Set;

Thence South 89 degrees 40 minutes 15 seconds East for a distance of 100.00 feet, crossing said 25.185 acre tract of land along the northerly line of said Lease Area to an Iron Pin Set;

Thence South 00 degrees 19 minutes 45 seconds West for a distance of 100.00 feet, crossing said 25.185 acre tract of land along the easterly line of said Lease Area to an Iron Pin Set at the TRUE POINT OF BEGINNING of the herein described Lease Area, containing 10,000 square feet, more or less, subject to all legal rights-of-way, easements and restrictions of record.

Decatur 2, Ind
IN 3193-B



U.S. Hwy 33
Adams County, Indiana

MLS
Miller Land Surveying, Inc.

MLSEngineering

Fort Wayne Office
10060 Bent Creek Blvd
Fort Wayne, IN 46825
Phone: (260) 499-8971

Brett R. Miller, P.S. No. LS20300059
Robert J. Marucci, P.S. No. LS20400028
Corey A. McKinney, P.S. No. LS22100059

www.mlsbestinc.com
Moreno Office
221 Tower Drive
Moreno, IN 46772
Phone: (260) 692-6166



MIS
Miller Land Surveying, Inc.

M/S Engineering

Fort Wayne Office
10060 East Canal Blvd
Fort Wayne, IN 46825
Phone: (260) 459-8571

www.mlsweb.com
Brett R. Miller, P.S., No.LS20300059
Robert J. Mervoci, P.S. No.LS20400028
Corey A. McKinney, P.S. No.LS22100029

Madison Office
221 Tower Drive
Madison, IN 46772
Phone: (260) 692-6166