



DAVID BRENTON'S TEAM

RE/MAX Select, REALTORS

48 N Emerson Ave Suite 600 Greenwood, IN 46143-8895

(317) 882-7210 Office • (317) 888-7201 Fax

www.move2indy.com

The covenants provided may or may not include any amendments made due to governing agencies (ie: national, state, city, local and neighborhood agencies). Please contact the Recorder's office for the county where the property is located to receive updated information.

The information is deemed reliable, but not guaranteed.

COMMITMENTS CONCERNING THE DEVELOPMENT OF REAL ESTATE MADE
IN CONNECTION WITH PLAN APPROVAL

In accordance with the applicable law, the owner of real estate located in Greenwood, Johnson County, Indiana, which is commonly known as Shiloh Run Subdivision and more particularly described in Exhibit "A", attached hereto and incorporated herein by reference, makes the following commitments concerning the use and development of the real estate hereunder consideration;

W I T N E S S E T H :

1. The development of the real estate shall be accomplished in substantial accordance with the site plan and plat prepared and to be furnished with the Greenwood Plan Commission, all in accordance with the requirements of said Commission as provided in a hearing under date of March 14, 1988.

2. The real estate shall be developed for R-2A Residential - Single Family use in accordance with the Commitments heretofore made and the requirements of the applicable statutes and ordinances, provided, however, that the owner commits that the real estate shall be subdivided into lots as described in Exhibit "B" attached hereto and incorporated herein, and Lot No. 62 shall be initially used for construction traffic and emergency vehicle access to Sheek Road.

The owner further commits, covenants and warrants that if only Section I of Shiloh Run Subdivision is developed by December 31, 1989, the owner, his successor or assigns, shall build to City standards and specifications a street through Lot No. 62 and dedicate the same to the City of Greenwood on or before December 31, 1989. If, however, by December 31, 1990, Shiloh Run, Section I, Section II and/or Section III Subdivisions are developed without further expansion of such a subdivision to the south that can provide another access to Sheek Road through Bull Run Drive, then the owner, his successors or assigns, shall build to City standards and specifications a street through Lot No. 62 and dedicate the same to the City of Greenwood on or before December 31, 1990. An action to approve an access on Sheek Road other than through Lot No. 62, Shiloh Run, Section I, Subdivision must be finally approved by the Greenwood Plan Commission and bonded by the developer on or before June 15, 1990. If an approved and bonded subdivision to the south exists to provide access from Sheek Road to Bull Run, then Lot No. 62 may be used for a dwelling.

3. That by the execution of this document the undersigned does hereby certify and warrant that the property hereunder consideration is owned in fee simple absolute by Ray Esteb.

4. These Commitments shall be binding upon the owner, subsequent owners of the real estate, and other persons acquiring an interest therein. These Commitments may be modified or terminated by a decision of the Greenwood Plan Commission made at a public hearing after proper notice has been given.

5. The Commitments contained in this instrument shall be effective upon the secondary approval of the plat of Shiloh Run, Section I, more particularly described on Exhibit "B", attached hereto and incorporated herein.

6. These Commitments shall be considered covenants running with the land and shall bind all subsequent owners

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to their terms and conditions and in subsequent modifications thereto as made pursuant to this instrument, statutes of the State of Indiana, or ordinances of the City of Greenwood.

7. These Commitments may be enforced jointly and severally by:

A. The Greenwood Plan Commission; and

B. Owners of all parcels of ground adjoining the real estate to a depth of 300 feet. The identity of such owners shall be determined from the records of the Office of the Johnson County Auditor which lists the current owners of record. For purposes of this paragraph, the cutoff date for such determination shall be at 12:00 O'clock noon on the date of filing for enforcement.

8. The undersigned owner hereby authorizes the City of Greenwood to record these Commitments in the Office of the Recorder of Johnson County, Indiana, upon secondary approval of Shiloh Run, Section I, Plat which is applicable to the real estate hereinunder consideration.

9. The undersigned hereby commits, covenants and warrants that the real estate hereinunder consideration shall be subdivided into lots as described in Exhibit "B" attached hereto and incorporated herein, and Lot No. 25 02 shall be initially used for construction traffic and emergency vehicle access to Sheek Road.

The owner further commits that if only Section I of Shiloh Run Subdivision is developed by December 31, 1989, the owner, his successor or assigns, shall build to City standards and specifications a street through Lot No. 23 02 and dedicate the same to the City of Greenwood on or before December 31, 1989. If, however, by December 31, 1990, Shiloh Run, Section I, Section II and/or Section III Subdivisions are developed without further expansion of such a subdivision to the South that can provide another access to Sheek Road through Bull Run Drive, then the owner, his successors or assigns, shall build to City standards and specifications a street through Lot No. 23 02 and dedicate the same to the City of Greenwood on or before December 31, 1990. An action to approve an access on Sheek Road other than through Lot No. 23 02, Shiloh Run, Section I, Subdivision must be finally approved by the Greenwood Plan Commission and bonded by the developer on or before June 15, 1990. If an approved and bonded subdivision to the south exists to provide access from Sheek Road to Bull Run, then Lot No. 23 02 may be used for a dwelling. These covenants shall be deemed running with the land.

The undersigned covenants and warrants that he is duly authorized to execute and deliver the foregoing Commitments on behalf of Ray ESTER that all necessary action has been taken to approve and adopt the Commitments made herein, and that upon secondary approval of Shiloh Run, Section I, plat described herein, these Commitments shall be the lawful and binding obligations of said owner and all subsequent owners of the real estate.

IN WITNESS WHEREOF, the owner has executed this instrument this 8th day of July, 1988.

OWNER:

Ray Ester
RAY ESTER

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, a Notary Public, in and for said County and State, personally appeared RAY ESTER, owner, who acknowledged the execution of the within COMMITMENTS, and, who being duly sworn, stated that the representations contained therein are true.

WITNESS my hand and Notarial Seal this 8th day of July, 1988.

Deborah A. Denman
NOTARY PUBLIC

DEBORAH A. DENMAN
Printed Name

MARION
County of Residence

My Commission Expires:
12-14-91

This instrument was prepared by Jo Angela Woods, Greenwood City Attorney, 2 North Madison Avenue, Greenwood, IN 46142

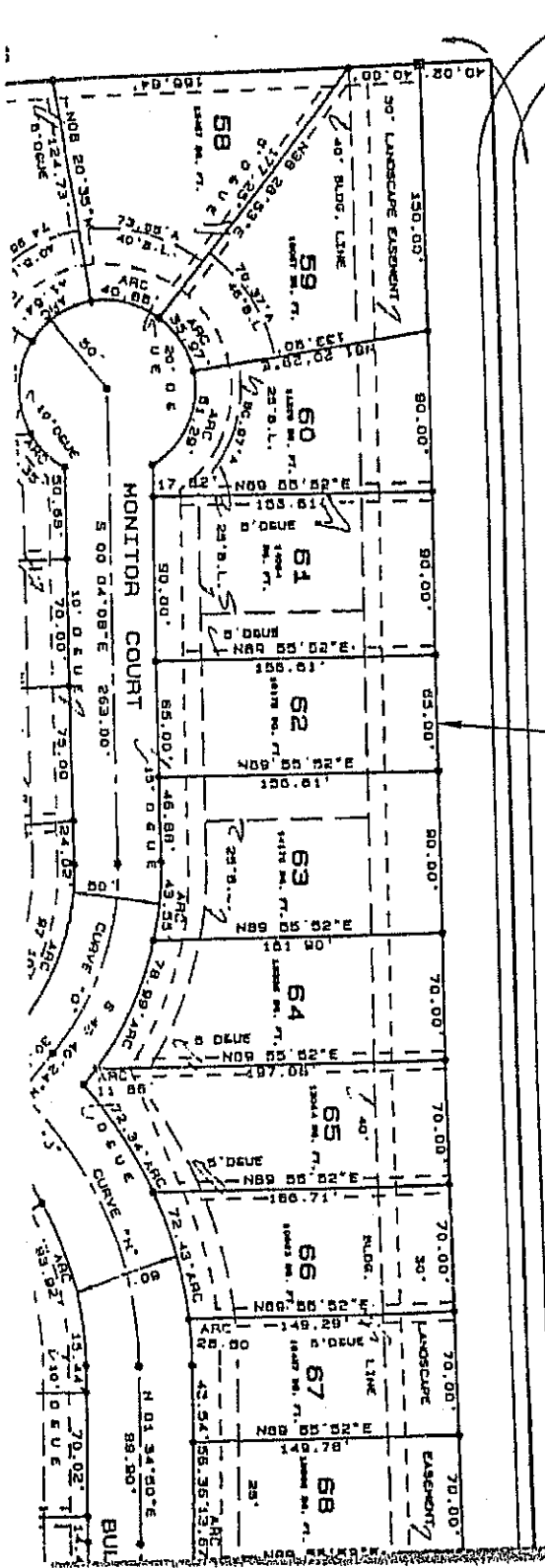
SHILOH RUN FIRE

GREENWOOD

LOT NO. 62 IS A POSSIBLE STREET TO BE KNOWN AS BEAUREGARD DR. CONDITIONS REGARDING THIS ARE SET FORTH IN DEED RECORD PAGE _____

THE BUILDING LINE ON THE NORTH SIDE OF LOT NO. 61 AND ON THE SOUTH SIDE OF LOT NO. 63 ARE REQUIRED ONLY IF BEAUREGARD DR. IS REQUIRED

N 00°04'08"W 1324.60'

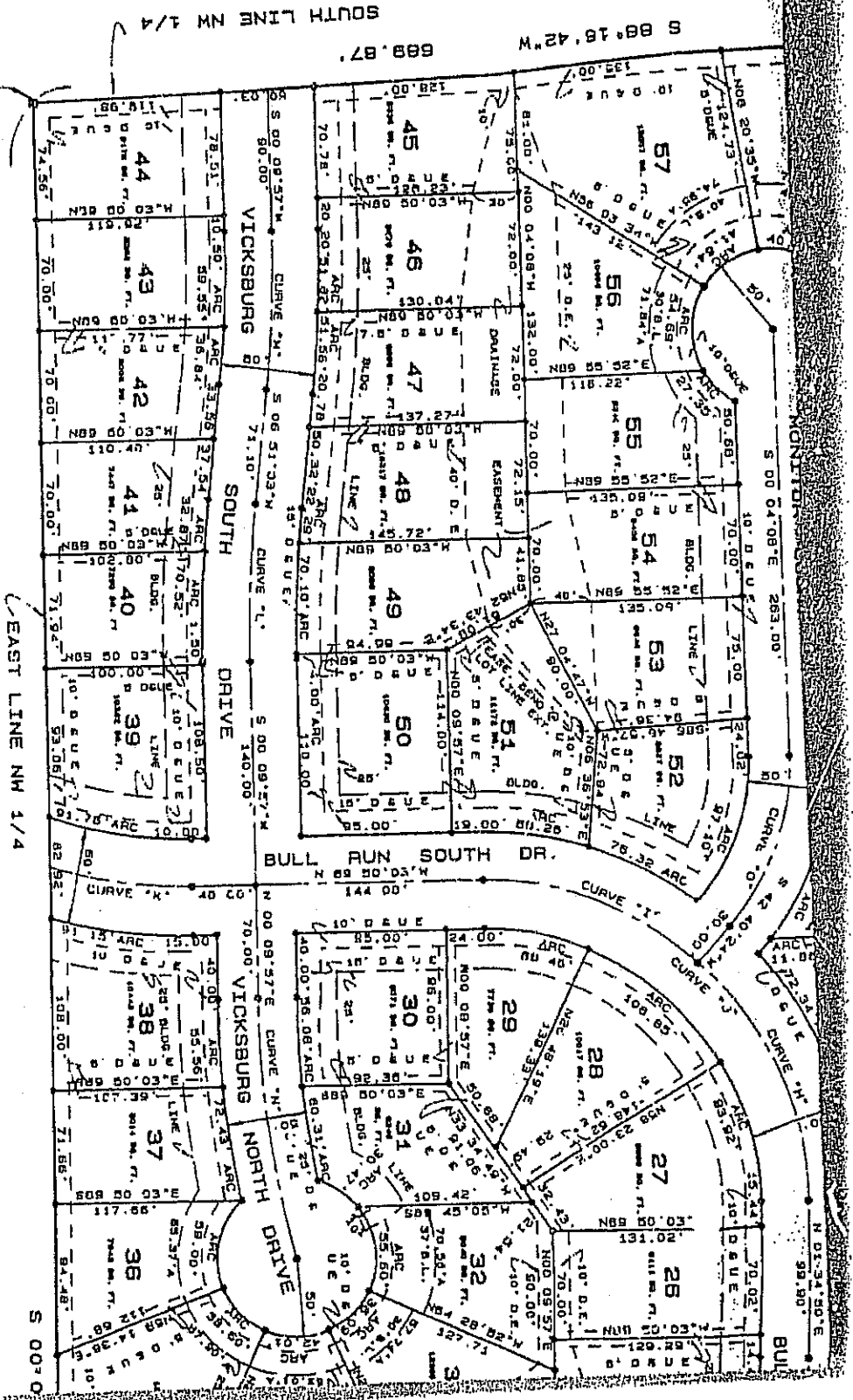


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COMMUNITY

S. E. CORNER N.H. 1/4
SECTION 3-13-4

CURVE	DELTA	RADIUS	TANGENT	ARC	CHORD	CHORD BEARING
A	09815°17'	728.00'	58.92'	117.53'	117.45'	N 56°04'03"E
B	28043°33'	187.45'	48.00'	83.88'	93.00'	S 14°11'30"E
C	10900°46'	742.00'	65.00'	129.50'	129.50'	N 66°28'47"E
D	65001°31'	375.00'	111.54'	158.61'	144.12'	N 38°25'24"E
E	09226°39'	175.00'	14.40'	20.85'	20.81'	N 01°42'18"E
F	74828°11'	175.00'	13.00'	227.43'	211.78'	N 34°13'02"E
G	04035°51'	1945.64'	78.10'	156.12'	156.07'	N 00°43'06"W



EAST LINE NW 1/4

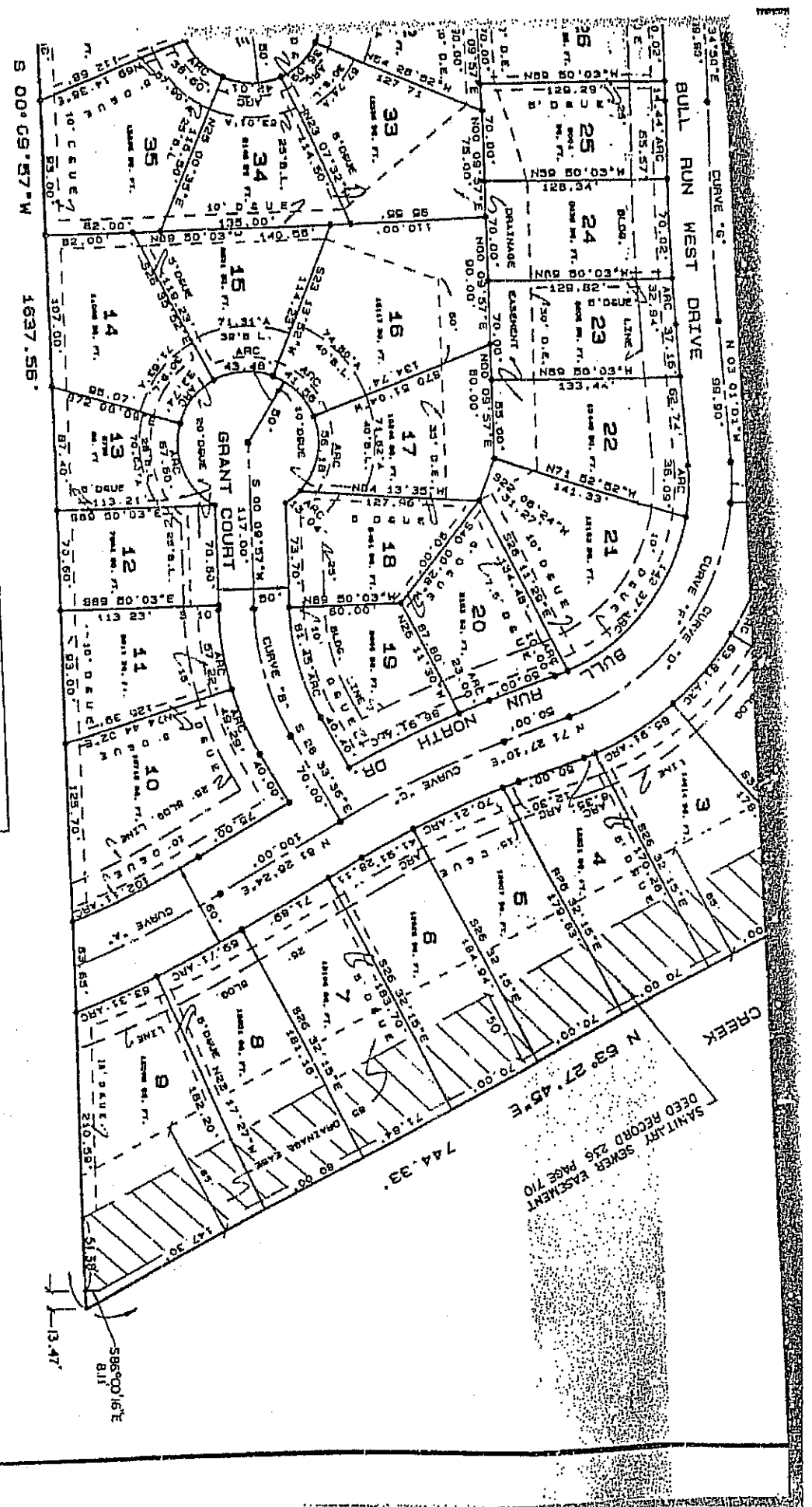
CENTERLINE CURVE DATA

CURVE	DELTA	RADIUS	TANGENT	ARC	CHORD	CHORD BEARING
A	09815°17'	728.00'	58.92'	117.53'	117.45'	N 56°04'03"E
B	28043°33'	187.45'	48.00'	83.88'	93.00'	S 14°11'30"E
C	10900°46'	742.00'	65.00'	129.50'	129.50'	N 66°28'47"E
D	65001°31'	375.00'	111.54'	158.61'	144.12'	N 38°25'24"E
E	09226°39'	175.00'	14.40'	20.85'	20.81'	N 01°42'18"E
F	74828°11'	175.00'	13.00'	227.43'	211.78'	N 34°13'02"E
G	04035°51'	1945.64'	78.10'	156.12'	156.07'	N 00°43'06"W

CURVE	CENTERLINE		CURVE		DATA	
	DELTA	RADIUS	TANGENT	ARC	CHORD	CHORD BEARING
N	48°54'.25"	200.00'	90.99'	170.72'	156.98'	N 22°32'.23"W
M	42°30'.37"	200.00'	77.78'	146.38'	145.00'	N 28°34'.50"W
I	51°24'.53"	200.00'	203.00'	319.10'	288.31'	N 44°07'.37"W
J	17°57'.27"	300.00'	46.06'	91.41'	91.03'	N 81°08'.20"W
K	06°41'.06"	895.09'	50.00'	99.89'	99.83'	S 03°30'.30"W
L	06°41'.06"	895.09'	50.00'	99.89'	99.83'	S 03°30'.30"W
M	15°17'.36"	830.00'	83.24'	161.48'	161.00'	N 07°28'.52"W
N	42°44'.32"	153.33'	50.25'	111.24'	111.75'	S 21°18'.28"W

MAJ CIVIL / SURVEYING, INC.
 CIVIL ENGINEERS • LAND SURVEYORS • LAND PLANNERS
 P.O. BOX 65 • 435 EAST MAIN STREET • SUITE F
 GREENWOOD, INDIANA 46142 (317) 888-4488

EXHIBIT 'B' SH 1/2



SHILOH RUN

GREENWOOD

1. STEPHEN E. KOURGHEIM, HERELY CERTIFY THAT I AM A LAND SURVEYOR REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA; AND I DO HEREBY FURTHER CERTIFY THAT I HAVE SUBMITTED THE FOLLOWING DESCRIBED PROPERTY AND THAT I HAVE SUBDIVIDED THE SAME INTO BLOCKS AND LOTS AS SHOWN ON THE HEREIN DRAWN PLAN. THIS PLAN CORRECTLY REPRESENTS SAID SURVEY AND SUBDIVISION OF A PART OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN IN GREENWOOD, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 88 DEGREES 16 MINUTES 43 SECONDS WEST (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID QUARTER SECTION 639.87 FEET TO A POINT AT THE SOUTHWEST EXTENSION OF THE CENTERLINE OF SHEER ROAD; THENCE NORTH 00 DEGREES 04 MINUTES 08 SECONDS WEST ALONG SAID CENTERLINE 1374.60 FEET TO A POINT WHERE SHEER ROAD INTERSECTS CALIST CREEK; THE NEXT TWO COURSES FOLLOW THE CENTERLINE OF SAID CALIST CREEK; THENCE NORTH 87 DEGREES 51 MINUTES 03 SECONDS EAST 30.00 FEET; THENCE NORTH 63 DEGREES 27 MINUTES 43 SECONDS EAST 744.33 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 00 DEGREES 09 MINUTES 57 SECONDS WEST ALONG SAID EAST LINE 1637.36 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT, CONTAINING 23.44 ACRES, MORE OR LESS, SUBJECT TO ALL LEGAL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS.

ALL LOT CORNERS WILL BE MARKED WITH MARKERS OR MONUMENTS AS DELINEATED HEREON. THE SIZE OF LOTS AND WIDTHS OF STREETS AND EASEMENTS ARE SHOWN IN FIGURES DEMONSTRATING FEET AND DECIMAL PARTS THEREOF.

THIS SUBDIVISION CONTAINS SEVENTY-ONE (71) LOTS, NUMBERED ONE (1) THROUGH SEVENTY-ONE (71) EXCLUSIVE, TOGETHER WITH STREETS, HIGHWAYS AND EASEMENTS AS SHOWN HEREON.

WITNESS MY SIGNATURE THIS 7 DAY OF June

1988.



6. THE STRIPS OF GRASS SHOWN ON THE EASEMENT ARE RESERVED FOR THE USE OF THE LOT OR LOTS TO WHICH THEY RELATE. FACILITIES SUBJECT AT ALL TIMES TO THE HEREIN RESERVED. NO PERMANENT OR OTHER STRUCTURES OR BUILDINGS SHALL BE PLACED OR MAINTAINED UPON SAID STRIPS OF LAND; BUT GRASS SHALL BE MAINTAINED THEREON TO THE EXTENT OF THE RIGHTS OF THE OWNERS OF OTHER LOTS IN THIS SUBDIVISION.

7. THIS SUBDIVISION IS SUBJECT TO THE DEVELOPMENT OF REAL ESTATE MADE IN CONNECTION WITH AND RECORDED AS INSTRUMENT IN PUBLIC RECORDS IN GREENWOOD, INDIANA, RESIDENCES BUILT TO MEET THE FOLLOWING:

- A. THE MINIMUM SIZE OF ANY ONE SQUARE FEET.
- B. ONLY 14 LOTS, OR PORTIONS OF LOTS, ON SHEER ROAD.
- C. THE LANDSCAPING PLAN, WITH SHEER ROAD, IS SUBJECT TO THE APPROVAL OF THE BOARD OF ZONING OFFICIALS.
- D. AT ANY SPECIFIC POINT IN THE SUBDIVISION, THE DEVELOPMENT PLANS ARE TO BE HAZARDOUS.
- E. EACH DWELLING UNIT BUILT IN THIS SUBDIVISION SHALL BE SUBJECT TO THE FOLLOWING: EACH DWELLING UNIT SHALL BE BUILT WITHIN THE DEVELOPMENT PLANS ARE TO BE HAZARDOUS. EACH DWELLING UNIT SHALL BE BUILT AS TO PROVIDE SPACE FOR ONE TO THAT INITIALLY RECEIVED.

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FIRST SECTION OOD, INDIANA

OWN ON THIS PLAT AND MAINTAIN "TRAILWAY AND UTILITY RIGHTS" IN THE PUBLIC UTILITIES FOR THE INSTALLATION OF PULPS, DOCKS, LINES AND WIRES, MAINTAINANCE TO THE POWER AUTHORITIES AND TO THE EXTENT OF OTHER STRUCTURES ARE TO BE EXERCISED ON MAIN- AND NOT OWNERS OF LOTS IN HIS SUBDIVISION SHALL THE RIGHTS OF THE PUBLIC UTILITIES, AND THE RIGHTS IN THIS SUBDIVISION.

RESPECT TO THE COMMITMENTS CONCERNING THE USE AND MAINTENANCE WITH THE RECORDING OF PROPERTY INTEREST NO. _____ WHICH REQUIRES ALL FOLLOWING STANDARDS: _____ WHICH REQUIRES ALL OF ANY DWELLING UNIT, EXCLUDING GARAGES, IS 1,200

PORTIONS THEREOF, MAY ABOUT THE RIGHT-OF-WAY OF PLAT WHICH IS TO INCLUDE TREES AND BORDERS ALONG SUBJECT TO ADMINISTRATOR'S APPROVAL.

POINT IN TIME DURING THE MATURING OF HORSES TO DEVELOPMENT, A MINIMUM POINT (40) DIFFERENT HORSE MARKETS.
IT SHALL BE REQUIRED TO HAVE AN ATTACHED TWO-CAR SPACE GARAGE SPACE MAY BE SUBDIVIDED INTERNALLY SO LONG AS ONE CAR AND LIVING AREA SPACE IN ADDITION IS PROVIDED BY THESE COVENANTS.

THIS PLAT IS HEREBY GIVEN SECONDARY APPROVAL BY THE GREENWOOD ADVISORY PLAN ON THE _____ DAY OF _____, 1988.

PLLOT E. ESTES, PRESIDENT _____ CLAYTON E. THORSON, SECRETARY
BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY CITY OF GREENWOOD, JOHNSON COUNTY, INDIANA, THAT THE DEDICATIONS SHOWN ON THIS PLAT ARE HEREBY APPROVED AND ACCEPTED THIS _____ DAY OF _____, 1988.

JANISSETTE L. BURINA WILLIAM CAMPBOND RICHARD HINNEY
MAYOR MEMBER MEMBER

ATTEND:

GENEVIEVE WORSHEM, CLERK-TREASURER

ENTERED FOR TAXATION THIS _____ DAY OF _____, 1988, AT _____ PLACE _____

JACQUELINE E. KELLER, RECORDER
JOHNSON COUNTY, INDIANA

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... IS REQUIRED TO HAVE AN ATTACHED TWO-CAR
USE GARAGE SPACE MAY BE SUBDIVIDED INTO TWO
OR ONE CAR AND TYPING AREA SPACE IN ADDITION
... BY THESE COVENANTS.

... BY THE SET BY A ROLLER, THE ATTACHED GARAGE
... BE THE INITIALLY USED AS A BUILDER'S SALES OF-
... BY THE COVENANTS 7A AND 7X AS IDENTIFIED ABOVE.
... WITH THESE COVENANTS, TOGETHER WITH THE
... TO THE PUBLIC AND RESERVED TO THE SEVERAL OWNERS
... RESERVATION AND TO THEIR HEIRS AND ASSIGNS.

... AND
... THE FIRST PERSON CLAIMING THEREON JANUARY 1,
... AND RESTRICTIONS SHALL BE AUTOMATICALLY EX-
... LE HEIRS, UNLESS BY A MAJORITY VOTE OF THE TRUST
... IT IS AGREED TO CHANGE SUCH COVENANTS AND RESTRIC-
... I OF THESE COVENANTS OR RESTRICTIONS BY JUDGMENT
... MAY AFFECT ANY OF THE OTHER PROVISIONS HEREOF
... BEG AND EFFECT.

... HAS CAUSED THE EXECUTION OF THE FOREGO-
... OF _____, 1988.

DAVID C. MCKINNEY, PRESIDENT
AMERICAN COMMUNITY DEVELOPMENT CORP.

... THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR
... C. MCKINNEY WHO ACKNOWLEDGED THE EXECUTION OF THE
... AS HIS VOLUNTARY ACT AND DEED FOR THE USE AND

NOTARY PUBLIC
RESIDENT OF COUNTY OF _____

JACQUILINE E. KELLER, RECORDER
JOHNSON COUNTY, INDIANA

JUL 11 11 40 AM '88

RECEIVED FOR RECORD
BOOK 160 PAGE 526
JACQUILINE E. KELLER
JOHNSON COUNTY RECORDER

PREPARED BY:
MAJ CIVIL / SURVEYING, INC.
CIVIL ENGINEERS • LAND SURVEYORS • LAND PLANNERS
P.O. BOX 88 • 435 EAST MAIN STREET • SUITE F
GREENWOOD, INDIANA 46142 15171988-4486

EXHIBIT 'B' SH 2/2

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COMMITMENTS CONCERNING THE USE AND DEVELOPMENT OF REAL ESTATE MADE IN CONNECTION WITH THE REZONING OF PROPERTY

In accordance with I.C. 36-7-4-613 and other applicable laws, the owner of the real estate located in Greenwood, Johnson County, Indiana, which is more particularly described in Exhibit "A" which is attached hereto and incorporated herein by reference, makes the following commitments concerning the use and development of the real estate hereinunder consideration:

WITNESSETH:

1. The development of the real estate shall be accomplished in substantial accordance with the site plan prepared and to be furnished with the Greenwood Plan Commission, all in accordance with the requirements of said Commission as provided in a hearing under date of February 8, 1988.

2. The real estate shall be developed with the following commitments as to use:

- a) The minimum size of any dwelling unit, excluding garages, is 1,200 square feet;
- b) Only 15 lots, or portions thereof, may abut the right-of-way of Sheek Road;
- c) The landscaping plan, which is to include trees and mounds along Sheek Road, is subject to Plan Commission approval;
- d) At any specific point in time during the marketing of houses to be built within the development, a minimum of forty (40) different house plans are to be marketed;
- e) Each dwelling unit built is required to have an attached two-car garage; however, such garage space may be subdivided internally so as to provide space for one car and living area space in addition to that initially required by these commitments; but the outside appearance of the dwelling unit shall appear as if it has a two-car garage;
- f) Upon completion of its use by a builder, the attached garage within any dwelling unit initially used as a builder's sales office or model, must then be converted into space which corresponds with the requirements in commitments 2a-2e as identified above.

3. That by the execution of this document, the undersigned do hereby certify that the property hereinunder consideration is owned in fee simple absolute by Ray Esteb (Section I), and Dale Parmerlee, LaDeana Parmerlee, Connie Ray and Roberta Parmerlee (Sections II and III).

4. These commitments shall be binding upon the owner, subsequent owners of the real estate, and other persons acquiring an interest therein. The commitments may be modified or terminated by a decision of the Greenwood Plan Commission made at a public hearing after proper notice has been given.

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5. The commitments contained in this instrument shall be effective upon the adoption of the Greenwood Common Council Ordinance No. 88-10 which changes zoning on the real estate aforesaid from R2 Residential-Single Family to R2A Residential-Single Family.

6. These commitments shall be considered covenants running with the land and shall bind all subsequent owners to their terms and conditions and subsequent modifications thereto as made pursuant to this instrument, statutes of the State of Indiana, or ordinances of the City of Greenwood.

7. The commitments may be enforced jointly and severally by:

- A. The Greenwood Plan Commission; and
- B. Owners of all parcels of ground adjoining the real estate to a depth of 300 feet. The identity of such owners shall be determined from the records of the Office of the Johnson County Auditor which lists the current owners of record. For purposes of this paragraph, the cutoff date for such determination shall be at 12:00 O'clock noon on the date of filing for enforcement.

8. The undersigned owner hereby authorizes the City of Greenwood to record these commitments in the office of the Recorder of Johnson County, Indiana, upon final approval of Greenwood Common Council Ordinance No. 88-10 which is an ordinance amending the zoning classification applicable to the real estate hereunder consideration.

The undersigned covenant and warrant that they are duly authorized to execute and deliver the foregoing commitments on behalf of themselves as owners, as it relates to their real estate interest, and American Community Development Corp., that all necessary action has been taken to approve and adopt the commitments made herein, and that upon final approval and adoption of the re-zoning ordinance described herein, these commitments shall be the lawful and binding obligations of said owners and all subsequent owners of the real estate.

IN WITNESS WHEREOF, the owners have executed this instrument this 16 day of Sept, 1988.

"OWNERS"

Ray Esteb
Ray Esteb

Dale Parmelee
Dale Parmelee

LaDeama Parmelee
LaDeama Parmelee

Connie Ray
Connie Ray

Roberta Parmelee
Roberta Parmelee

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STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, a Notary Public, in and for said County and State, personally appeared By Both

who acknowledged the execution of the within COMMITMENTS, and who having been duly sworn upon their oath, stated that the representations contained therein are true and correct to the best of their knowledge and belief.

Witness my hand and Notarial Seal this 22^d day of Feb., 1988.

Anna L. Ford
Notary Public

My Commission Expires:

11-29-9

ANNA L. FORD
Printed Name

Johnson
County of Residence

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, a Notary Public, in and for said County and State, personally appeared Carrie Lynn and

By: to: Rumerus
who acknowledged the execution of the within COMMITMENTS, and who having been duly sworn upon their oath, stated that the representations contained therein are true and correct to the best of their knowledge and belief.

Witness my hand and Notarial Seal this 22^d day of Feb., 1988.

Anna L. Ford
Notary Public

My Commission Expires:

11-29-90

ANNA L. FORD
Printed Name

Johnson
County of Residence

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FLORIDA
STATE OF INDIANA)
LEE) SS:
COUNTY OF JOHNSON)

Before me, a Notary Public, in and for said County and State, personally appeared Dale Parmelee and La Drama Parmelee, who acknowledged the execution of the within COMMITMENTS, and who having been duly sworn upon their oath, stated that the representations contained therein are true and correct to the best of their knowledge and belief.

Witness my hand and Notarial Seal this 18 day of FEBRUARY, 1988.

Barbara Lette Penczek
Notary Public
BARBARA LETTE PENCZEK
Printed Name
LEE
County of Residence



My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 14, 1989
ISSUED UNDER GENERAL LAW, UNO.

This instrument was prepared by:

Jo Angela Woods
Greenwood City Attorney
2 North Madison Avenue
Greenwood, Indiana 46142

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EXHIBIT "A"

A tract of land on the west side of I-65 approximately 3/4 mile south of Main Street on the East side of County Road 125 E, more particularly described as follows:

Part of the West half of the Northeast quarter and the East half of the Northwest quarter of Section 3, Township 13 North, Range 4 East of the Second Principal Meridian, Johnson County, Indiana, described as follows:

Beginning at the Southeast corner of the East half of the Northwest quarter of Section 3, Township 13 North, Range 4 East; thence west along the South line of said half quarter section 660 feet to a point in County Road 125 E.; thence North with last said County Road 1374.75 feet to the centerline of a ditch; thence Northeasterly and Southeasterly along said ditch; thence East to the West right-of-way line of I-65; thence South Easterly along last said right-of-way line to a point on the South line of the West half of the Southeast quarter of said Section 3; thence West along last said South line 1883.87 feet to the Point of Beginning, Containing 55 acres, more or less.

JUL 6 10 04 AM '88

RECEIVED FOR RECORD
BOOK 60 PAGE 565
JACQUILINE E. KELLER
JOHNSON COUNTY RECORDER