

**2022067572**  
**RECORDED: 12/29/2022 09:18:26 AM**  
**ANITA MATHER**  
**ALLEN COUNTY RECORDER**  
**FORT WAYNE, IN**

**DECLARATION OF DEVELOPMENT STANDARDS,  
COVENANTS AND PROTECTIVE RESTRICTIONS  
FOR COMMONS AT WOOD CREEK**

Oak Creek Estates, Inc., an Indiana corporation, and CJ Mediterra, LLC, an Indiana limited liability company, (collectively, the “Declarant”), hereby declare and establish the following standards, covenants and restrictions, which shall be binding upon and run with the Real Estate (defined below) and shall inure to the benefit of and be binding upon the Owners and occupants thereof for purposes of:

- A. Maintaining and implementing minimum standards pertaining to the development, use and maintenance of Commons at Wood Creek (as defined herein);
- B. Insuring the stability and enhancement of values of the land and improvements within Commons at Wood Creek;
- C. The creation of various utility and cross access easements for the benefit of the property owners within Commons at Wood Creek;
- D. Furthering development and improvement of Commons at Wood Creek in an aesthetic and architecturally harmonious manner in accordance with applicable zoning ordinances; and
- E. Establishing and apportioning rights and responsibilities with regard to facilities and services required for the use and operation of Commons at Wood Creek.

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER  
Dec 29 2022 MS  
NICHOLAS D. JORDAN  
ALLEN COUNTY AUDITOR

**ARTICLE I**  
**Definitions**

**Section 1.01. Definitions.** As used herein, the following terms shall have the meanings indicated:

- a. “Annual Assessment Costs” shall mean the sum of the Common Area Maintenance Costs plus the Association Operating Costs that are incurred by the Association in each respective calendar year and are specifically approved by the Board of Directors of the Association.
- b. “Appropriate Zoning Authority” shall mean, with respect to any action regarding the administration of the zoning ordinance applicable to Commons at Wood Creek, the appropriate administrator or agency with authority to administer the zoning laws of Allen County, Indiana, or where such administrator or agency lacks the capacity to take the action or fails to take such action, the governmental official or body, administrative or judicial, in which authority is vested under applicable law to hear appeals from or review of such action or inaction or has the capacity to administer such zoning ordinance, and such term shall apply to the legal successors in interest to such administrator, agency or bodies.
- c. “Architectural Control Committee” shall mean the entity responsible for conducting the Architectural Review Process.
- d. “Architectural Review Process” shall mean the procedure set forth in Article III for obtaining the approval or disapproval of the Architectural Control Committee for any proposed plans and specifications for improvements to be constructed on a Parcel.
- e. “Association” shall mean the Commons at Wood Creek Owners' Association, Inc., an Indiana non-profit corporation.
- f. “Association Operating Costs” shall mean the necessary and appropriate costs (other than Common Area Maintenance Costs) of operating the Association for the purposes set forth in this Declaration, including, but not limited to: the cost of public liability insurance; officers and directors' insurance; casualty insurance for improvements constituting a part of the Common Areas (as defined herein); and the costs of hiring independent contractors and legal, accounting and other professional advisors.
- g. “Benefited Parties” shall mean the Owners from time to time and their respective lessees, occupants, subtenants, assignees, mortgagees and customers, invitees, licensees of all or any portion of the Real Estate; personnel of utility companies in connection with providing any utility service to any part of Commons at Wood Creek, and personnel of any public or quasi-public body in connection with providing service to Commons at Wood Creek or any person in Commons at Wood

Creek, including, but not limited to, police and fire protection, ambulance and other emergency traffic, trash and garbage collection, postal service and delivery service.

- h. “Building” and in the plural form “Buildings” shall mean any building constructed on the Real Estate.
- i. “Common Areas” shall mean each facility and improvement located within the Common Areas described in the secondary development plan of Commons at Wood Creek, or as otherwise designated by the Association, for the common use and enjoyment of the Owners and other Benefited Parties, including, but not limited to (i) those portions of the Real Estate labeled as Common Areas on the drawing attached hereto and incorporated herein by reference as Exhibit A; (ii) the Common Area Easements described on Exhibit B; and (iii) the Drainage Facilities, Private Right-of-Way, Public Right-of-Way, Shopping Center Sign, Utility Easement Area, dedicated roads, landscaping, signage, lighting, and irrigation systems shown and described as “Common Areas” or as individual easement areas on the Site Drawing.
- j. “Common Area Maintenance Costs” shall mean the costs necessary for the Association to perform its obligations hereunder to keep the Common Areas in good operating condition and in attractive appearance, including, but not limited to, the cost of all upkeep, maintenance, repair, and replacement of all or any part of the Common Areas; and any other expense reasonably necessary or prudent for the satisfactory operation of the Common Areas. Common Area Maintenance Costs shall in no event include the initial cost of constructing the Common Areas.
- k. “Co-Owners” shall mean two (2) or more persons or entities which together are the record owners of all or any portion of the Real Estate as tenants in common, joint tenants (with or without right of survivorship) or tenants by the entirety.
- l. “Developer” shall mean Oak Creek Estates, Inc., or any successor in interest or assignee which is expressly designated as a successor Developer in a recorded instrument executed by the preceding Developer.
- m. “Declaration” shall mean this Declaration of Development Standards, Covenants and Protective Restrictions for Commons at Wood Creek, as amended from time to time.
- n. “Drainage Facilities” shall mean all surface water drainage lines, pipes, catch basins, manholes, and other drainage facilities and Improvements located on, in, or under the Real Estate, which are intended to collect and transport surface water from and across the Real Estate to and from storm water receiving structures located upon the Real Estate.
- o. “Commons at Wood Creek” shall mean the Real Estate and the Improvements constructed thereon from time to time, described in Exhibit C, attached hereto, together with any additional real estate incorporated into Commons at Wood Creek by the Developer as provided in Section 8.01.

- p. “Improvements” and in the singular form “Improvement” shall mean all land preparation or excavation, all landscaping, Buildings, structures, pavings, utility lines or other facilities, parking areas, fences, walls, hedges, plantings, poles, driveways, curbs, gutters, drainage detention or retention areas and all other Drainage Facilities, storage or display areas, loading areas, docks, fountains and other exterior water features, signs, glazing or reglazing of exterior windows, and all other construction which affects the exterior color or appearance of any Building. The term "Improvements" specifically includes both original Improvements and all subsequent changes or alterations of them.
- q. “Integrated Project” shall mean a group of two (2) or more Buildings which are arranged to share facilities such as parking area, walkways, driveways or truck loading areas. Each Building in an Integrated Project may be owned by a separate owner and either used by the Owner or leased in whole or in part to separate users. Multiple Buildings may be permitted on a Parcel provided that either (i) the applicable zoning ordinance permits such multiple Buildings, or (ii) if not forbidden by such ordinance, such multiple Buildings are authorized by the Appropriate Zoning Authority and approved by the Architectural Control Committee.
- r. “Outlot” shall mean the parcels of real property shown and described as “Outlots” on the Site Drawing, each as specifically identified by number on the Site Drawing, if any.
- s. “Owner” shall mean each person or entity, including the Developer and any Co-Owner, which is a record owner of all or any portion of the Real Estate. In the case of a leasehold or contract buyer interest in any portion of the Real Estate, the lessee or contract buyer shall be considered the Owner for the term of the lease or the purchase contract only if designated as such by the record Owner in a duly recorded instrument.
- t. “Parcel” shall mean a portion of the Real Estate owned by the Developer or any Owner for the erection of and use as a single Building or more than one Building if it is an Integrated Project, together with the Improvements.
- u. “Private Right-of-Way” shall mean the areas of the entrances and drive lanes that are located on the Real Estate, labeled "Private Right-of-Way", depicted on the Site Drawing, and legally described in Exhibit D attached hereto and incorporated herein by reference.
- v. “Proportionate Share” shall mean each Owner's proportionate share of the Annual Assessment Costs determined in the proportion that the total acreage of the Parcels owned by the Owner bears to the total acreage of all Parcels in Commons at Wood Creek.

- w. “Public Right-of-Way” shall mean the areas of the entrances and drive lanes that are located on the Real Estate, labeled "Public Right-of-Way", depicted on the Site Drawing, and legally described in Exhibit E attached hereto and incorporated herein by reference.
- x. “Real Estate” shall mean all of the land contained within Commons at Wood Creek, which is described in Exhibit C attached hereto, together with any additional land incorporated into Commons at Wood Creek by the Developer as provided in Section 8.01.
- y. “Shopping Center Sign” shall mean the free-standing shopping center identification sign advertising Commons at Wood Creek, upon which may be located sign panels advertising the Owners and their respective tenants, which sign shall be located within the area located on the Real Estate labeled as the “Sign Easement Area” on the Site Drawing, legally described on Exhibit F attached hereto.
- z. “Site Drawing” shall mean that certain drawing depicting the Real Estate, prepared by Miller Land Surveying, Inc., dated October 21, 2022, a reduced copy of which is attached to this Declaration as Exhibit A.
- aa. “Utility Easement Area” shall mean the area located on the Real Estate, labeled “Utility Easement” on the Site Drawing, legally described on Exhibit G attached hereto, and within which easements for public utilities may be located.

**ARTICLE II**  
**Commons at Wood Creek Owners' Association, Inc.**

**Section 2.01. Membership.** Membership in the Association shall commence upon an Owner acquiring title to a Parcel.

**Section 2.02. Rights and Duties.** Each Owner shall have the rights, duties and obligations set forth in this Declaration and all amendments duly made hereto in accordance with Section 8.01.

**Section 2.03. Votes of Member Associations.** With respect to each matter on which an Owner is entitled to vote, the Owner shall have a weighted vote, determined in the proportion that the total acreage of the Parcel(s) owned by Owner bears to the total acreage of all Parcels in Commons at Wood Creek.

**Section 2.04. Board of Directors.** The Association shall be managed by its Board of Directors. The initial Board of Directors shall consist of three (3) Directors, all of whom shall be designated by the Developer. At such time as one hundred percent (100%) of the Real Estate has been developed or dedicated for Common Areas, the Directors designated by the Developer shall resign. Thereafter, the Association shall annually designate three (3) Directors; and, each such Director shall have an equal vote.

**ARTICLE III**  
**Architectural Review Process**

**Section 3.01. Composition of Architectural Control Committee.** Until the last Parcel has been developed, the Architectural Control Committee shall consist of three (3) individual members designated by the Developer from time to time, each having an equal vote. After the last Parcel has been conveyed by the Developer to an Owner, the Architectural Control Committee shall consist of three (3) persons designated by the Board of Directors of the Association.

**Section 3.02. Architectural Review Process.** All Buildings, structures, alterations, additions, Improvements, construction or remodeling on any Parcel, including any signs, lighting, landscaping, driveways, parking area or other changes in the character of the Parcel, must be approved by the Architectural Control Committee prior to commencement of construction. Such approval may be obtained in the following manner:

- a. The Owner of the Parcel shall submit to the Architectural Control Committee a site plan and a stamped set of final plans and specifications (“Site Development Plan”) showing the size and location of each Building and other Improvements, building elevations, parking areas, driveways, exterior signage, exterior lighting, green areas and other landscaping, grading, site drainage, utilities, trash storage and handling facilities, vehicular access to and from the Parcel, and the types and quality of exterior building materials, no later than the date upon which such Site Development Plan is submitted to the appropriate governmental agency for its approval, if applicable. Within thirty (30) days after receipt of the Site Development Plan, the Architectural Control Committee shall either give its written approval thereof (“Final Approval”) or give written disapproval specifically stating the reasons for such disapproval. Failure by the Architectural Control Committee to act within said thirty (30) day period shall be deemed to be approval of the Site Development Plan.
- b. Final Approval by the Architectural Control Committee will be based on the acceptability of the Site Development Plan with respect to all factors which, in the opinion of the Architectural Control Committee, affect the desirability or suitability of the proposed construction or alteration. Factors to be considered shall include, but not be limited to, compatibility of the proposed construction or alteration with the general nature and theme of Commons at Wood Creek; quality of workmanship and materials; quality and texture of exterior materials and harmony of external design with surrounding structures within Commons at Wood Creek; location with respect to topography; the adequacy and location of on-site parking; percentage of building and parking area to total area of the Parcel; height of Buildings, setbacks from boundary lines; traffic flow; safety and health hazards; and appropriateness of landscaping, drainage and design. In each case, the proposed Improvements, construction and other site work as well as the Owner's use of the Parcel must

comply with all applicable laws, ordinances, and regulations and with any specific standards or restrictions contained in this Declaration. In addition, all actual construction, improvements and other site work shall substantially comply with the Site Development Plan for which Final Approval is given.

**ARTICLE IV**  
**Common Areas; Maintenance and Grant of Easements**

**Section 4.01. Grant of Easements over Common Area.** Developer hereby establishes a perpetual, non-exclusive easement in, on, over, above, across and through the Common Areas in favor of the Owners, for their use and the use of their representatives, employees, tenants, licensees and invitees. Notwithstanding anything contained herein to the contrary, and subject to the limitations and restrictions herein contained, such easements shall include, but not be limited to, the following:

- a. **Private Right-of-Way and Public Right-of-Way Easement.** Developer grants and conveys to each Owner, for their use and the use of other Benefited Parties a non-exclusive, permanent easement for vehicular and pedestrian ingress and egress on, over and across Private Right-of-Way and Public Right-of-Way. Notwithstanding anything contained herein to the contrary, Developer reserves the right to dedicate and transfer the Public Right-of-Way to Allen County or the appropriate governmental agency with jurisdiction over such roadway.
  
- b. **Drainage Easement.** Developer grants and conveys to each Owner and other Benefited Party a non-exclusive, permanent easement to discharge surface and storm water drainage and runoff from each Owner's Parcel over, upon, and across the Utility Easement to storm water receiving structures located upon the Real Estate; provided, however, that no Owner or other Benefited Party shall alter, or permit to be altered, the surface of the Utility Easement, or the drainage/retention system constructed on the Owner's Parcel, if such alteration would materially increase the flow of surface water onto an adjacent Parcel, either in the aggregate, or by directing the flow of surface water to a limited area.
  
- c. **Utilities Easement.** There is hereby reserved to Developer, the Association, and the Owners, for their use and the use of other Benefited Parties, Utility Easements upon, across, above and under all of the Common Areas and Utility Easement Areas, for purposes of access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Real Estate or any portion of the Real Estate. These easements shall include, without limitation, gas, water, sanitary sewer, telephone, electricity, and cable television. It shall be expressly permissible for Developer, the Association, or their respective designees, as the case may be, to install, repair, replace, and maintain, or to authorize the installation, repairing, replacing, and maintaining, of such wires, conduits, pipes, cables, and other equipment related to the providing of any such utility or service. If a utility provider furnishing any such utility or service requests a specific license or easement in the Common Area or Utility Easement Area by separate recordable document, Developer or the Association (whichever is

owner of the Common Area or the Utility Easement Area) shall have the right to grant such easement without consent of any Owner.

**Section 4.02. Rights of Owners.** Each Owner, for their use and the use of other Benefited Parties shall have a perpetual non-exclusive easement and right to use, in common with every other Owner and Benefited Party, the Common Areas created pursuant to this Declaration or pursuant to a duly recorded instrument which designates the land as a Common Area or which provides for the common use and enjoyment thereof by all Owners and Benefited Parties.

**Section 4.03. Maintenance of Common Areas and Improvements.** Except any repair, maintenance or replacement which is the responsibility of any utility company or public or quasi-public body, the Association shall maintain the Common Areas in good order and repair until such time as the Common Areas, or any part thereof, are dedicated to and accepted by Allen County or such other governmental entity. The Association shall not, however, be liable to any Owner, Benefited Party or other person or entity for damages to property or injury or death to persons arising out of any failure to repair and maintain the Common Areas. Maintenance, repair or replacement by the Association of the Common Areas shall be performed in a manner which does not unreasonably delay or interfere with the Benefited Parties' use of the Common Areas or an Owner's use of its Parcel. The Association shall have reasonable access over and across any Parcel to the extent necessary to permit the Association to maintain, repair or replace such Common Area. Maintenance by the Association of the Common Areas shall include, but not be limited to, the following:

- a. Any sidewalks within the Common Areas shall be swept and, to the extent reasonably possible, snow and ice shall be removed therefrom.
- b. The lighting, signs, islands and irrigation system located within a Common Area shall be maintained in good repair.
- c. Landscaping, including lawn areas, trees and shrubbery within any Common Area at any entrance to Commons at Wood Creek, shall be maintained in a first-class condition by cutting, trimming, feeding and weeding.
- d. The retention ponds, drainage pipes, outlet control structures and Drainage Facilities constituting a part of any Common Area shall be maintained in good working order.

**Section 4.04. Replacement.** The Association shall be entitled to replace any Improvement constituting a part of the Common Areas when necessary for the proper functioning of the Common Areas.

## **ARTICLE V** **Certain Use and Development Standards**

**Section 5.01. Setback Requirements.** No Building shall be located on any Parcel in violation of any applicable building set-back requirements imposed by the Appropriate Zoning Authority or otherwise applicable pursuant to any law, statute, code, ordinance, rule or regulation or any special exception or variance thereto. The open areas located between property lines and the

applicable building setback lines shall be maintained and preserved as green areas and landscaped or paved as parking or driveway areas, in accordance with the Site Development Plan approved by the Architectural Control Committee.

**Section 5.02. Architectural Standards.** All Improvements constructed within a Parcel shall be constructed in a first-class manner and shall reflect a high degree of quality, durability, and craftsmanship, and shall have an exterior finish which is compatible with surrounding Buildings within Commons at Wood Creek. Construction of all Buildings and related Improvements within a Parcel shall comply with the requirements established by the Appropriate Zoning Authority and the Architectural Control Committee.

**Section 5.03. Driveways and Parking.** All driveways and parking areas located within a Parcel shall be paved in accordance with the specifications originally approved therefor by the Architectural Control Committee. Each Owner shall designate parking spaces on its Parcel and shall use reasonable efforts to require all persons coming onto its Parcel to park in the designated spaces. All parking facilities on a Parcel must comply with the applicable zoning ordinance unless a waiver of the parking requirements is obtained from both the Appropriate Zoning Authority and the Architectural Control Committee. Each Owner shall be responsible for constructing the driveways and parking areas on its Parcel and shall maintain such areas including, but not limited to, keeping such areas clean and promptly removing ice and snow therefrom. Each Owner shall extend any driveway on its Parcel to the then existing access road upon or adjacent to the Owner's Parcel even though a portion of the extension may extend beyond its Parcel and into the right-of-way of the access road.

**Section 5.04. Parcel Lighting.** Site lighting shall be of a type to minimize light pollution onto any adjacent residential property by utilizing only sharp “cut-off” style lighting fixtures of “shoebox” designed housings and shall have a maximum pole height of twenty-four feet (24’) for lighting located within parking areas. All pole, parking lot, and building mounted lighting shall utilize sharp cut-off fixtures as defined by the Illuminating Engineers Society of North America and be of a type to minimize light pollution onto any adjacent residential property.

**Section 5.05. Mounding and Landscaping Buffer.** Any mounding shall be configured and landscaped in a manner acceptable to the Architectural Control Committee.

**Section 5.06. Building Heights and Roof Tops.** No Building, structure or other Improvement on any portion of the Real Estate shall exceed forty (40) feet in height above grade.

**Section 5.07. Outside Storage.** Outside storage of trash, trash receptacles, and ground mounted HVAC units must be visually screened on three sides with a wood or vinyl fence or masonry structure, with a gate enclosure on the fourth side. Except as otherwise provided herein, outside storage of any inventory or business related materials is prohibited.

**Section 5.08. Signs.**

- a. The location, size and construction of signs shall be in accordance with all applicable laws and ordinances and shall be subject to the prior written approval of the

Architectural Control Committee. All building mounted signs must be mounted either flat on the surface of the walls or mounted on raceways which blend with the Building exterior color and do not extend beyond six (6) feet from the Building wall surface, and no signage is to project above the roof line. Individual, internally illuminated channel letters are encouraged. No hand-painted, animated, or flashing signs will be permitted. No rooftop mounted signage will be permitted.

- b. No banners, mobile or trailer signs, commercial flags, pennants, balloons, or temporary signs shall be permitted. This excludes temporary real estate signage for the purpose of marketing Parcels or Buildings.
- c. The Architectural Control Committee is given the right to develop, from time to time, rules and regulations pertaining to the erection and maintenance of signs upon any portion of the Real Estate which are not inconsistent with the provisions of this Section 5.08.

**Section 5.09. Maintenance of Parcels.** Each Owner shall be responsible for the maintenance of its Parcel and the Improvements thereon and shall keep the exterior of its Building painted and in a slightly condition. All parking areas and driveways shall be paved with asphalt or concrete and maintained in good condition and repair. Without limiting the generality of the foregoing, (i) each Owner shall maintain each of its Buildings in good condition and repair and keep the exterior of each Building as well as all other portions of its Parcel in an attractive condition; (ii) no nuisance shall be maintained within Commons at Wood Creek; (iii) each Owner shall keep its Parcel free of litter, weeds, trash and debris; (iv) landscaping on the Owner's Parcel shall be maintained in the locations and in at least the quality and quantity originally approved by the Architectural Control Committee; (v) the pavement of all parking areas and driveways within the Owner's Parcel shall be maintained in good condition and repair, free of potholes and shall be restriped as needed; and (vi) each Parcel and the Improvements thereon shall at all times comply with governmental, health and police requirements.

**Section 5.10. Landscaping and Site Work.** Landscaping plans shall be submitted to the Architectural Control Committee at the same time as the Site Development Plan is submitted. Each Owner shall be required to demonstrate that its use of the Parcel in designing and constructing Improvements thereon preserves to the greatest extent possible the natural condition of the Parcel. Lawns, trees and shrubs shall be maintained by the Owners of each Parcel. Unpaved sections of each Parcel shall be maintained in grass and landscaping, including any portion of the Parcel within a public or street right-of-way. No fence, wall, tree, hedge or landscape planting shall be maintained in such manner as to obstruct site lines or vehicular traffic.

**Section 5.11. Parking Prohibition.** Parking of any vehicles on or along the internal common roadways of Commons at Wood Creek shall be prohibited. Long-term (in excess of seven (7) consecutive business days) parking of vehicles within any Parcel excluding business-related or corporate-related vehicles licensed to Owners, shall be prohibited, unless approved by the Association

**Section 5.12. Prohibition of Above-Ground Utility Facilities.** All utility wires, cables, conduits, pipes, and other facilities within Commons at Wood Creek shall be located underground, except that:

- a. Poles and overhead facilities may be used to the extent reasonably necessary at those places where any distribution facilities enter and leave Commons at Wood Creek; and
- b. Housings, pedestals, and other facilities may be above the surface of the ground to the extent reasonably necessary for installation and operation of the utility service but shall be constructed and maintained at as low a height and in an as inconspicuous a manner as is practicable.

**Section 5.13. Prohibition of Free-Standing Antennae and Satellite Dishes.** Free standing radio or television antennae, towers, and satellite dishes or discs shall be prohibited, except that the Architectural Control Committee shall have the discretion to approve, in writing, any such satellite dish not exceeding one (1) meter in diameter which is necessary for the operation of any particular use within a Parcel and mounted inconspicuously on or adjacent to any Building within said Parcel.

**Section 5.14. Prohibited Uses.** The following uses shall be prohibited in Commons at Wood Creek:

- a. The manufacture, storage or distribution of products which increase fire, explosion or radioactive hazards or cause a dangerous or hazardous condition;
- b. Any business or operation which creates a public or private nuisance by reason of noise, or excess emissions of odors, dust, fumes, smoke, liquid waste, glare, vibration or radiation;
- c. Adult book store, night club or discotheque, massage parlor, or any other establishment which provides live adult entertainment or which sells, rents or exhibits pornographic or obscene materials;
- d. Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation (provided that any Owner that goes out of business shall be entitled to hold one (1) going out of business sale not exceeding four (4) weeks in duration);
- e. A second-hand store, flea market, pawn shop, government surplus store, goodwill store, salvage store, Salvation Army store, surplus store or liquidation store; and
- f. Any Building, Improvement or use which violates the applicable zoning ordinance or any other applicable law or regulation.

**Section 5.15. Applicable Zoning Ordinance.** The building lines, setbacks, permitted uses and other matters relating to the construction, maintenance or use of improvements in Wood Creek shall be subject to the applicable zoning ordinance and building codes, as amended from time to

time, and all other applicable laws, rules, regulations, and ordinances, each of which shall remain fully enforceable by the proper governmental authority notwithstanding any provision of this Declaration. No Owner shall seek or obtain any variance, special use permit, change, modification, deletion or addition to the existing zoning ordinance or building code which would impose standards, restrictions, limitations or other encumbrances upon all or any portion of the Real Estate not contained within such Owner's Parcel, except with the prior written consent of each such affected Owner.

**Section 5.16. Enforceability.** The validity and enforceability of any standard, restriction or condition under this Declaration which is more stringent than, or is in addition to, any standard or restriction imposed under applicable law shall remain valid and fully enforceable in accordance with the terms of this Declaration.

**Section 5.17. Traffic Signal Covenant.** Developer has executed that certain Future Traffic Signal Covenants dated June 9, 2022 and recorded in the Office of the Recorder of Allen County, Indiana on December 12, 2022, as Document Number 2022065127 (the "Traffic Signal Covenant"), the terms and conditions of which are incorporated herein by reference. Each Owner covenants and agrees, by acceptance of a deed for the Owner's Parcel (regardless of whether expressly stated in such deed), to timely pay the Association or the Developer (as the case may be) the Owner's Proportionate Share of the reasonable and customary third party costs and expenses incurred by the Association and/or the Developer in connection with the design and installation of a traffic signal pursuant to the terms and conditions of the Traffic Signal Covenant.

## **ARTICLE VI** **Assessments**

**Section 6.01. Covenant for Assessments.** Each Owner covenants and agrees, by the execution of this Declaration in the case of the Developer, and by acceptance of a deed for the Owner's Parcel in the case of each subsequent Owner (regardless of whether expressly stated in such deed), to timely pay the Association, or its assignee, each payment of the Owner's Proportionate Share of Annual Assessment Costs which becomes due and payable during the period in such Owner owns its Parcel.

**Section 6.02. Establishing Annual Assessments; Payment.** Prior to October 1st of each calendar year, the Board of Directors of the Association shall adopt an estimated budget of Annual Assessment Costs for the calendar year (the "Annual Budget") and provide a copy of the Annual Budget to each Owner on or before October 1st of such calendar year. Each Owner shall then pay its Proportionate Share of the estimated Annual Assessment Costs set forth in the Annual Budget on or before December 1st. In the event any extraordinary item of Annual Assessment Costs is incurred by the Association during a calendar year, but is not included in the Annual Budget for such year, each Owner shall pay its Proportionate Share of each such item within thirty (30) days after receiving a statement therefor from the Association. On or before March 15 of each calendar year, the Association shall furnish to each Owner a statement (the "Annual Statement") setting forth the total amount of Annual Assessment Costs incurred by the Association for the preceding calendar year, the Owner's Proportionate Share thereof and the amount thereof previously paid by the Owner or a predecessor Owner. The Association shall credit any overpayment to the Owner's Proportionate

Share of the Annual Assessment Costs for the following year at the time the Annual Statement is furnished, and in the case of an underpayment, the then Owner shall pay the amount thereof to the Association within thirty (30) days after receipt of the Annual Statement. In the event the Association fails to provide any Owner with an Annual Budget or Annual Statement on or before the applicable dates specified above, the Owner shall not be relieved from its obligation to pay its Proportionate Share of Annual Assessment Costs, but in such event, the Owner's payment shall not be due and payable until thirty (30) days after receipt from the Association of an appropriate statement of the amount due from the Owner.

**Section 6.03. Personal Obligation.** The amount of each payment of Annual Assessment Costs for each calendar year attributable to ownership of a given Parcel shall constitute the personal obligation of the person or entity which is the record Owner of the Parcel on the date the payment of Annual Assessment Costs becomes due and payable. No Owner shall be personally obligated to pay any payment of Annual Assessment Costs which becomes due and payable either before or after the period during which it is the record Owner of its Parcel.

**Section 6.04. Assessment Liens.** In the event of an Owner's failure to timely pay its Proportionate Share of any payment of Annual Assessment Costs, the delinquent amount owed by such Owner shall constitute a lien upon the Owner's Parcel as of the date the Association records an affidavit with the Recorder of Allen County, Indiana, containing the legal description of the Owner's Parcel and stating the name of the Owner, the delinquent amount owed by the Owner and the date on which such amount was due and payable. Such lien shall encumber the defaulting Owner's entire interest in its Parcel, run in favor of the Association and be enforceable in the same manner as a mortgage, provided that any such lien shall be subordinate to the lien of any bona fide first mortgage to an unrelated third party then existing on the Parcel. The sale, conveyance or other transfer of any Parcel or interest therein shall not in any manner alter or impair any assessment lien on the Parcel or the right hereunder of the Association to enforce or impose an assessment lien upon the Parcel. Without limiting the generality of the foregoing, in the event a delinquency arises with respect to which the Association is entitled hereunder to impose and enforce a lien upon a Parcel, such right shall continue notwithstanding that the Parcel or any interest therein is sold, conveyed or otherwise transferred after such delinquency arises but before the assessment lien therefor is imposed as provided herein.

**Section 6.05. Additional Costs.** Each sum owed hereunder by an Owner shall be due and payable by such Owner without relief from valuation and appraisal laws and together with costs of collection, reasonable attorney fees and, if delinquent for more than thirty (30) days, with interest at eighteen percent (18%) per annum from the date due until paid. In the event a delinquent sum is made a lien upon a Parcel in accordance with the terms and provisions of this Declaration, the related collection costs, reasonable attorney fees and interest on such delinquent sum shall constitute a further lien upon the Parcel.

**Section 6.06. Certificate of Unpaid Assessments.** Within fifteen (15) days after written request by the Owner of a Parcel or the holder of a mortgage on a Parcel, the Association shall provide the Owner or holder of such mortgage with a certificate stating the delinquent amount, if any, of Annual Assessment Costs with respect to such Parcel.

**ARTICLE VII**  
**Enforcement**

**Section 7.01. General.** The Association shall be entitled to enforce the covenants, conditions and restrictions imposed in this Declaration, and may pursue the rights and remedies provided in this Article and any other rights and remedies available to the Association under this Declaration or at law or in equity. The rights and remedies of the Association shall be cumulative; no one right or remedy by the Association shall preclude it from exercising any other right or remedy at the same or any subsequent time. The foregoing dedication, restriction and protective covenants are to run with the Real Estate and shall be binding on all parties and all persons claiming under them until fifty (50) years from the date hereof, at which time said covenants or restrictions shall be automatically extended for successive periods of ten (10) years unless changed by the affirmative action of a majority of the Owners. Invalidation of one or more of these covenants by judgment of a court of competent jurisdiction shall in no way affect any other covenant or restriction, which shall remain in full force and effect.

**Section 7.02. Nonpayment of Assessments.** If payment of an Owner's Proportionate Share of Annual Assessment Costs is not timely made, the Association shall be entitled to recover the delinquency, together with collection costs, reasonable attorney fees and interest provided in Section 6.05, by instituting legal action against the person or entity personally obligated to pay the delinquency, together with collection costs, reasonable attorney fees and interest as provided in Section 6.05, by foreclosing the lien therefor imposed pursuant to this Declaration upon the Parcel to which the delinquency relates.

**Section 7.03. Enforcement of Other Covenants.** In the event an Owner, lessee, occupant or other user of a Parcel violates or fails to perform any covenant, condition or restriction of this Declaration (other than the covenant to pay Annual Assessment Costs) and such failure continues for thirty (30) days after written notice thereof from the Association to the Owner, the Association shall be entitled to institute an action for enforcement of this Declaration and for damages or injunctive relief, or both.

**Section 7.04. Substituted Performance.** At any time after thirty (30) days written notice to an Owner of a violation under this Declaration, the Association or its designee shall be entitled to enter upon the Owner's Parcel and to cure such violation. The cost incurred by the Association in curing such violation shall be immediately due and payable, together with collection costs, reasonable attorney fees and interest as provided in Section 6.05, in the same manner as a delinquent payment of Annual Assessment Costs.

**Section 7.05. Limitation on Personal Liability.** The Owner of a Parcel shall be personally obligated to pay a sum of money payable under the terms of this Declaration by the Owner of such Parcel only if such sum becomes due and payable on a date during the period in which such Owner is the record Owner of the Parcel; and an Owner of a Parcel shall be personally obligated to perform

any other obligation imposed hereunder upon the Owner of such Parcel only if and to the extent that such obligation is required to be performed during the period in which such Owner is the record Owner of such Parcel.

**Section 7.06. No Forfeiture.** There shall be no right of reversion or forfeiture of title resulting from any violation of this Declaration.

**ARTICLE VIII**  
**General Provisions**

**Section 8.01. Amendments.** This Declaration may be amended subject to the following terms and conditions:

- a. Until the last Parcel is sold and conveyed by Developer, the Developer, and no other Owner of the Real Estate, shall have the right to amend and revise the standards, covenants and restrictions contained in this Declaration. Any such amendment shall be effective when executed by the Developer and the Appropriate Zoning Authority and recorded in the Office of the Recorder of Allen County, Indiana. No such amendment shall, however, (i) restrict or diminish the rights, nor disproportionately increase the obligations, of any Owner at the time the amendment becomes effective, or (ii) restrict or grant or establish any easement through, across, or over any Parcel not owned by the Developer when the amendment becomes effective. The Developer may, at any time and so long as the Developer is the Owner of any portion of the Real Estate, amend this Declaration to include additional adjacent real estate as a part of the Real Estate subject to the covenants, restrictions and standards contained herein.
- b. After the last Parcel is sold and conveyed by Developer, or the last Parcel is developed, whichever occurs first, this Declaration may be amended by the action of seventy-five percent (75%) of the Owners, whose voting rights shall be equal to their Proportionate Share percentages. Any such amendment shall become effective when executed by the Owners and recorded in the Office of the Recorder of Allen County, Indiana.

**Section 8.02. Binding Effect.** The covenants, restrictions and conditions contained in this Declaration shall run with the Real Estate and inure to the benefit of and bind the Developer and each immediate and remote successor Owner of any Parcel and their respective legal representative, successors and assigns subject, however, to the limitation on personal liability set forth in Sections 7.05.

**Section 8.03. Interpretation.** The Article and Section headings or titles used in this Declaration are inserted and included solely for convenience and shall in no manner be considered or given any effect in construing this Declaration. All references in this Declaration to Articles and Sections are to Articles and Sections contained in this Declaration unless a different document is expressly specified. All pronouns used herein shall include the other genders whether used in the

masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

**Section 8.04. Severability.** If any covenant, condition, restriction or other term of provision of the Declaration, or the application thereof to any person, Parcel or circumstance, is ever held to be invalid or unenforceable, then in each such event the remainder of this Declaration or the application of such covenant, restriction, condition or other term or provision to any other person, Parcel or other circumstance (other than the extent to which it shall have been held invalid or unenforceable) shall not be thereby affected, and each covenant, restriction, condition or other term and provision of this Declaration shall remain valid and enforceable to the fullest extent permitted by law.

**Section 8.05. Entire Agreement.** This Declaration, including any recitals and any attached Exhibits, all of which are made a part of this Declaration, contains the entire agreement concerning this subject matter. No other terms or oral promises concerning the subject matter of this Declaration, which are not in the Declaration, may be legally enforced, and no promises, projections, inducements, or representations concerning the subject matter of this Declaration made before the date of this Declaration will change the terms of this Declaration of be binding on any party. No promises or other terms shall be implied in the Declaration.

**Section 8.06. Waiver.** A party shall not be deemed to have made a waiver, consent or approval under this Declaration unless it does so in writing, and the mere failure of a party to act to enforce any provision of this Declaration shall not be considered a waiver, consent or approval and shall not prevent any party from enforcing any provision of this Declaration in the future. Wherever this Declaration requires obtaining the waiver, consent or approval, such waiver, consent or approval may be granted or withheld in such party's sole discretion unless this Declaration expressly provides otherwise. Any waiver, consent or approval under this Declaration shall apply only to the matter expressly waived, consented to or approved, and shall not be deemed to be a waiver, consent or approval of any subsequent breach or of any other provision of this Declaration.

**[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]**

EXECUTED this 27 day of DECEMBER, 2022.

“DECLARANT”

Oak Creek Estates, Inc., an Indiana corporation

By: [Signature]

Name: High W Johnston Sr

Its: \_\_\_\_\_



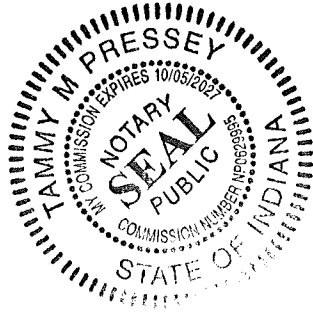
STATE OF INDIANA

COUNTY OF ALLEN

Before me, the undersigned, a Notary Public in and for said County and State, this 27 day of DECEMBER, 2022, personally appeared High W Johnston as OWNER of Oak Creek Estates, Inc., who acknowledged the execution of the foregoing instrument for and on behalf of said Declarant. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

[Signature]  
Tammy M Pressey Notary Public

My Commission Expires: 10-5-2027  
County of Residence: ALLEN  
My Commission Number: NP0629995



STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

“DECLARANT”

CJ Mediterra, LLC, an Indiana limited liability company

By: Hugh W Johnston

Name: Hugh W Johnston Sr

Its: \_\_\_\_\_

Before me, the undersigned, a Notary Public in and for said County and State, this 27 day of DECEMBER, 2022, personally appeared HUGH W JOHNSTON MEMBER of CJ Mediterra, LLC, who acknowledged the execution of the foregoing instrument for and on behalf of said Declarant. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Tammy M Pressey  
TAMMY M PRESSEY, Notary Public

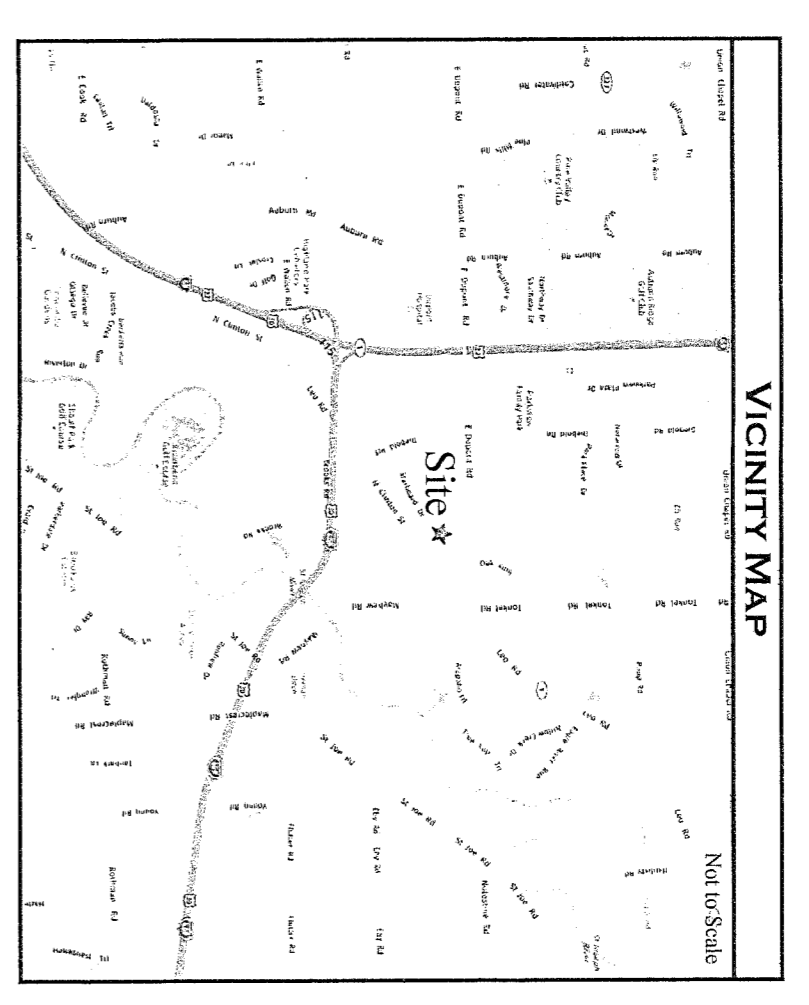
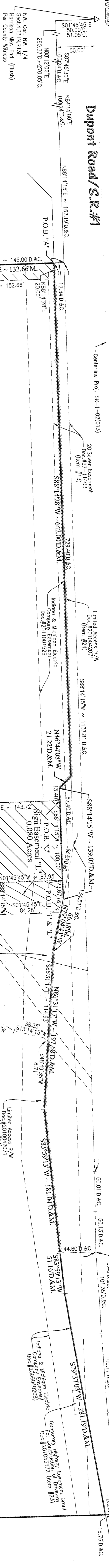
My Commission Expires: 10-5-2027  
County of Residence: ALLEN  
My Commission Number: NP0629995

**THIS INSTRUMENT PREPARED BY** Joshua C. Neal, Attorney No. 23697-02, Barrett McNagny LLP, 215 East Berry Street, Fort Wayne, Indiana 46802.

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Joshua C. Neal

When Recorded, mail to: Joshua C. Neal, Barrett & McNagny LLP, 215 East Berry Street, Fort Wayne, Indiana 46802.

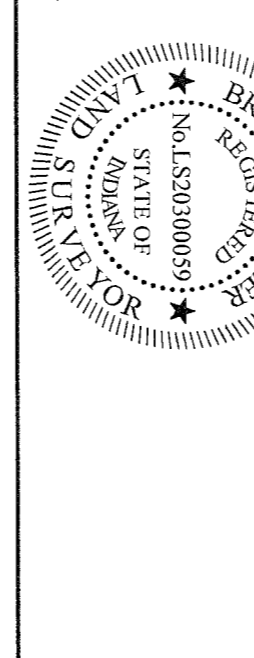
**EXHIBIT A**  
**SITE DRAWING**



**CERTIFICATION**

I, Brent R. Miller, certify that I am a Land Surveyor licensed in compliance with the laws of the State of Indiana. I have read the above plat and certify that it is a true and correct copy of the original as shown to me and that the same is in accordance with the facts and data furnished to me and that the same is in accordance with the laws of the State of Indiana.

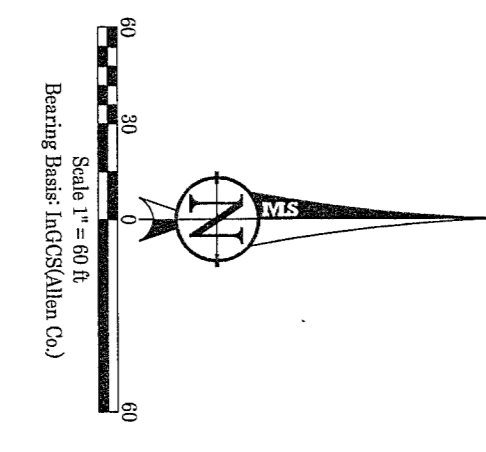
*Brent R. Miller*  
 Brent R. Miller, P.S. 20300059



**FLOOD PLAIN CERTIFICATION**

This property is within Zone "X" (Areas determined to be outside the 0.2% annual chance floodplain) as defined by the FEMA Flood Insurance Rate Map for Allen County, Indiana, Community No. 180230, Panel No. 0187G, dated August 01, 2009.

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	25.69'	18.50'	07°14'14"	S89°23'37"W	23.31'
C2	36.63'	165.50'	012°56'11"	N16°21'07"E	36.35'
C3	17.05'	8.50'	114°54'58"	S34°18'07"E	14.33'
C4	21.44'	56.50'	254°59'59"	S91°13'32"E	89.65'
C5	37.21'	28.50'	074°59'59"	N50°44'23"E	34.70'
C6	17.60'	13.50'	071°59'59"	S50°44'23"W	16.44'
C7	79.83'	188.50'	024°15'42"	N24°11'05"W	79.22'
C8	25.14'	18.50'	077°52'00"	S56°52'51"W	23.25'
C9	23.14'	18.50'	077°52'00"	S75°15'00"E	23.25'
C10	52.45'	438.50'	006°51'10"	N62°23'07"E	52.42'
C11	38.63'	488.50'	009°51'10"	S62°23'07"W	38.39'
C12	34.43'	28.50'	069°13'27"	N54°08'15"W	32.38'
C13	40.41'	28.50'	081°14'36"	S17°48'17"W	31.11'
C14	38.30'	191.00'	014°33'00"	S28°33'51"E	38.44'
C15	66.31'	258.00'	014°59'59"	S29°56'46"W	66.13'
C16	15.25'	10.00'	099°14'06"	N10°45'02"E	14.17'
C17	15.67'	10.00'	089°45'54"	S79°14'38"E	14.11'
C18	74.73'	165.50'	025°22'21"	S27°28'37"W	74.10'
C19	129.47'	188.50'	048°28'22"	S12°10'53"W	154.26'
C20	411.80'	188.50'	125°10'06"	N26°09'55"W	314.66'
C21	60.04'	188.50'	020°59'10"	N78°12'23"W	68.66'
C22	38.31'	165.50'	013°15'41"	N59°47'08"E	38.22'
C23	49.16'	188.50'	014°56'23"	N53°47'09"W	49.02'
C24	54.31'	188.50'	016°20'25"	N59°30'25"W	54.12'
C25	69.04'	188.50'	020°59'10"	N78°12'23"W	68.66'
C26	20.00'	138.50'	099°00'12"	N74°44'07"E	20.01'



**Legend**

- 7000 - Point of Beginning
- M - Measured
- R - Record
- D - Deed
- - - - - Right of Way (RW)
- - - - - Building Setback Line
- - - - - Center Line

Drawn By: JKM	Field Crew: JIK	Fieldwork Completed: 10/12/22	Revisions:
Date: October 21, 2022	Drawing Name: 20095744 easement - revised.dwg	Project: Miller Land Surveying, Inc.	
Survey Number: 20095744	Per: Oak Creek Estates, Inc.	Corporate Office: 221 Tower Drive, Brent R. Miller, P.S. No. LS20300059, Phone: (260) 692-4566	Project: St. Joseph Twp., Sect. 4, T31N, R13E, Allen County, Indiana, The Commons at Wood Creek
Prepared By: BRM	& C. Meditterra, LLC	Fort Wayne Office: 10000 Bent Creek Blvd, Phone: (260) 489-8371	Project: Easement Sketch

## EXHIBIT B

### COMMON AREA EASEMENTS

#### **Common Area Easement “G” Description**

#### **2.849 Acres**

Part of the Northwest Quarter of Section 4, Township 31 North, Range 13 East of the Second Principal Meridian, St. Joseph Township in Allen County, Indiana, being more particularly described as follows:

Commencing at a Harrison Marker marking the Northwest corner of said Northwest Quarter; thence South 01 degrees 45 minutes 45 seconds East (Indiana Geospatial Coordinate System - Allen County bearing and basis of bearings to follow), a distance of 51.05 feet (50.00 feet deed) to the South right-of-way of Dupont Road; thence North 88 degrees 12 minutes 06 seconds East, a distance of 270.05 feet (280.37 feet deed) along said right-of-way line; thence South 87 degrees 45 minutes 30 seconds East, a distance of 100.24 feet (deed) along said right-of-way line; thence North 84 degrees 14 minutes 00 seconds East, a distance of 100.24 feet (deed) along said right-of-way line; thence North 88 degrees 14 minutes 15 seconds East, a distance of 162.19 feet (deed) along said right-of-way line to the West line of an existing tract described in Document Number 2007070610 in the Office of the Recorder of Allen County, Indiana; thence South 01 degrees 45 minutes 45 seconds East, a distance of 12.34 feet (deed) along said West line to a 5/8” steel rebar with a “Miller Firm #0095” identification cap on the South line of an existing tract described in Document Number 2010042071 in the Office of the Recorder of Allen County, Indiana; thence North 88 degrees 14 minutes 28 seconds East, a distance of 642.00 feet (deed) along said South line to a 5/8” steel rebar with a “Miller Firm #0095” identification cap; thence South 46 degrees 44 minutes 08 seconds East, a distance of 21.22 feet (deed) along said right-of-way line to a 5/8” steel rebar with a “Miller Firm #0095” identification cap; thence North 88 degrees 14 minutes 15 seconds East, a distance of 15.40 feet along said right-of-way line to the West line of a 1.900 acre right-of-way parcel; thence South 01 degrees 45 minutes 45 seconds East, a distance of 143.72 feet along said West line; thence South 10 degrees 32 minutes 47 seconds West, a distance of 121.70 feet along said West line to the point of curvature of a tangent curve, concave to the Northwest, having a radius of 165.50 feet; thence Southwesterly a distance of 74.73 feet along said curve and said West line, having a central angle of 25 degrees 52 minutes 21 seconds, and a chord of 74.10 feet, bearing South 23 degrees 28 minutes 57 seconds West to the point of tangency of said curve; thence South 36 degrees 25 minutes 08 seconds West, a distance of 31.04 feet to the point of curvature of a tangent curve, concave to the East, having a radius of 188.50 feet; thence Southerly a distance of 342.75 feet along said curve and said West line, having a central angle of 104 degrees 10 minutes 56 seconds, and a chord of 297.45 feet, bearing South 15 degrees 40 minutes 20 seconds East to the POINT OF BEGINNING of the herein described easement; thence continuing along said curve, concave to the North, having a radius of 188.50 feet; thence Southeasterly a distance of 69.04 feet along said curve and said West line, having a central angle of 20 degrees 59 minutes 10 seconds, and a chord of 68.66 feet, bearing South 78 degrees 15 minutes 23 seconds East to the point of tangency of said curve, concave to the Southwest, having a radius of 28.50 feet; thence Southeasterly 34.43 feet along said curve and said West line, having a central angle of 69 degrees 13 minutes 27 seconds, and a chord of 32.38 feet,

bearing South 54 degrees 08 minutes 15 seconds East to the point of reverse curvature, said curve being concave to the Northeast, having a radius of 256.00 feet; thence Southeasterly 66.31 feet along said curve and said West line, having a central angle 14 degrees 50 minutes 30 seconds, and a chord of 66.13 feet, bearing South 26 degrees 56 minutes 46 seconds East to the point of tangency of said curve; thence South 34 degrees 22 minutes 01 seconds East, a distance of 12.18 feet along said West line; thence South 30 degrees 33 minutes 02 seconds East, a distance of 150.33 feet along said West line; thence South 34 degrees 22 minutes 01 seconds East, a distance of 80.24 feet along said West line to the point of curvature of a tangent curve concave to the West, having a radius of 10.00 feet; thence Southwesterly 15.75 feet along said curve and said West line, having a central angle of 90 degrees 14 minutes 06 seconds, and a chord of 14.17 feet, bearing South 10 degrees 45 minutes 02 seconds West to the point of tangency of said curve; thence South 55 degrees 52 minutes 05 seconds West, a distance of 288.17 feet along said right-of-way line to the West line of an existing tract described in Document Number 2007070610 in the Office of the Recorder of Allen County, Indiana; thence North 02 degrees 43 minutes 43 seconds West, a distance of 164.94 feet along said West line to a 1/2" steel rebar; thence South 55 degrees 52 minutes 15 seconds West, a distance of 221.15 feet (221.70 feet deed) along said West line to a 1/2" steel rebar; thence North 19 degrees 20 minutes 26 seconds West, a distance of 103.53 feet (deed) along said West line to a 5/8" steel rebar; thence South 55 degrees 12 minutes 52 seconds West, a distance of 52.00 feet (deed) along said West line to a 5/8" steel rebar with a "Miller Firm #0095" identification cap; thence North 02 degrees 44 minutes 54 seconds West, a distance of 129.12 feet along said West line; thence North 60 degrees 40 minutes 04 seconds East, a distance of 306.49 feet; thence North 02 degrees 38 minutes 06 seconds West, a distance of 85.55 feet to the Point of Beginning. Containing 2.849 acres, more or less. Subject to easements of record.

## **TOGETHER WITH**

### **Common Area "I" Description 2.391 Acres**

Part of the Northwest Quarter of Section 4, Township 31 North, Range 13 East of the Second Principal Meridian, St. Joseph Township in Allen County, Indiana, being more particularly described as follows:

Commencing at a Harrison Marker marking the Northwest corner of said Northwest Quarter; thence South 01 degrees 45 minutes 45 seconds East (Indiana Geospatial Coordinate System - Allen County bearing and basis of bearings to follow), a distance of 51.05 feet (50.00 feet deed) to the South right-of-way of Dupont Road; thence North 88 degrees 12 minutes 06 seconds East, a distance of 270.05 feet (280.37 feet deed) along said right-of-way line; thence South 87 degrees 45 minutes 30 seconds East, a distance of 100.24 feet (deed) along said right-of-way line; thence North 84 degrees 14 minutes 00 seconds East, a distance of 100.24 feet (deed) along said right-of-way line; thence North 88 degrees 14 minutes 15 seconds East, a distance of 162.19 feet (deed) along said right-of-way line to the West line of an existing tract described in Document Number 2007070610 in the Office of the Recorder of Allen County, Indiana; thence South 01 degrees 45 minutes 45 seconds East, a distance of 12.34 feet (deed) along said West line to a 5/8" steel rebar with a "Miller Firm #0095" identification cap on the South line of an existing tract described in Document Number 2010042071 in the Office of the Recorder of Allen County, Indiana; thence North 88 degrees 14 minutes 28

seconds East, a distance of 642.00 feet (deed) along said South line to a 5/8" steel rebar with a "Miller Firm #0095" identification cap; thence South 46 degrees 44 minutes 08 seconds East, a distance of 21.22 feet (deed) along said right-of-way line to a 5/8" steel rebar with a "Miller Firm #0095" identification cap; thence North 88 degrees 14 minutes 15 seconds East, a distance of 115.40 feet along said right-of-way line to the POINT OF BEGINNING of the herein described easement; thence continuing North 88 degrees 14 minutes 15 seconds East, a distance of 23.67 feet along said right-of-way line to a 5/8" steel rebar with a "Miller Firm #0095" identification cap; thence South 79 degrees 04 minutes 43 seconds East, a distance of 66.18 feet along said right-of-way line to a 5/8" steel rebar with a "Miller Firm #0095" identification cap; thence South 86 degrees 31 minutes 17 seconds East, a distance of 114.93 feet along said right-of-way line; thence South 48 degrees 49 minutes 35 seconds West, a distance of 8.71 feet; thence South 13 degrees 14 minutes 15 seconds West, a distance of 38.35 feet; thence South 31 degrees 35 minutes 25 seconds West, a distance of 59.86 feet; thence South 13 degrees 14 minutes 15 seconds West, a distance of 266.49 feet; thence South 33 degrees 52 minutes 15 seconds West, a distance of 139.21 feet; thence South 16 degrees 25 minutes 35 seconds West, a distance of 115.00 feet; thence South 19 degrees 35 minutes 45 seconds West, a distance of 12.22 feet to the point of curvature of a non-tangent curve, concave to the Northeast, having a radius of 138.50 feet; thence Northwesterly along said curve a distance of 301.11 feet, having a central angle of 124 degrees 33 minutes 52 seconds, and a chord of 245.21 feet, bearing North 25 degrees 51 minutes 48 seconds West to the point of tangency of said curve; thence North 36 degrees 25 minutes 08 seconds East, a distance of 31.04 feet to the point of curvature of a tangent curve, concave to the Northwest, having a radius of 215.50 feet; thence Northeasterly along said curve a distance of 97.31 feet, having a central angle of 25 degrees 52 minutes 21 seconds, and a chord of 96.49 feet, bearing North 23 degrees 28 minutes 57 seconds East to the point of tangency of said curve; thence North 10 degrees 32 minutes 47 seconds East, a distance of 41.87 feet; thence North 23 degrees 30 minutes 17 seconds East, a distance of 159.70 feet; thence North 01 degrees 45 minutes 45 seconds West, a distance of 87.95 feet to the Point of Beginning. Containing 2.391 acres, more or less. Subject to easements of record.

**EXHIBIT C**

**REAL ESTATE**

**Parcel I:**

A tract of land in Section 4, Township 31 North, Range 13 East, more specifically described as follows, to-wit:

Commencing at the Northwest Corner of Section 4, Township 31 North, Range 13 East; thence 50.00 feet on an assumed bearing of South 00 degrees 00 minutes 00 seconds East to a point on the North right-of-way line of Dupont Road; thence North 89 degrees 57 minutes 51 seconds East, 280.37 feet along said right-of-way line; thence South 85 degrees 59 minutes 45 seconds East, 100.24 feet along said right-of-way line; thence North 85 degrees 59 minutes 45 seconds East, 100.24 feet along said right-of-way line; thence North 90 degrees 00 minutes 00 seconds East 1300.00 feet along said right-of-way line; thence South 88 degrees 51 minutes 15 seconds East, 50.01 feet along said right-of-way line; thence South 88 degrees 54 minutes 10 seconds East, 50.13 feet to the point of beginning; thence North 87 degrees 40 minutes 57 seconds East, 101.14 feet along said right-of-way line; thence 228.92 feet along a 3869.92 foot radius curve to the left having a chord of 228.90 feet and a chord bearing of North 86 degrees 20 minutes 30 seconds East along said right-of-way line; thence South 00 degrees 19 minutes 47 seconds West, 564.97 feet to a point on the Northerly right-of-way line of Leo Road; thence Southwesterly along the Northerly right-of-way line of said Leo Road 292.21 feet along a 1382.40 foot radius curve to the right having a chord length of 291.65 feet and a chord bearing of South 51 degrees 32 minutes 30 seconds West; thence South 57 degrees 38 minutes 00 seconds West, 115.83 feet along said Leo Road right-of-way; thence North 00 degrees 01 minutes 24 seconds East, 789.35 feet to the point of beginning, containing 5.1 acres, as surveyed and certified to by Keith E. Moody dated September 29, 1971.

Excepting therefrom:

Part of the Northwest Quarter of Section 4, Township 31 North, Range 13 East of the Second Principal Meridian, St. Joseph Township in Allen County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Northwest Quarter; thence South 00 degrees 00 minutes 00 seconds West (deed bearing and basis of bearings to follow), a distance of 50.00 feet (deed) to a point on the South right-of-way line of Dupont Road; thence North 89 degrees 57 minutes 51 seconds East, a distance of 280.37 feet (deed) along said right-of-way line; thence South 85 degrees 59 minutes 45 seconds East, a distance of 100.24 feet (deed) along said right-of-way line; thence North 85 degrees 59 minutes 45 seconds East, a distance of 100.24 feet (deed) along said right-of-way line; thence North 90 degrees 00 minutes 00 seconds East, a distance of 1300.00 feet (deed) along said right-of-way line; thence South 88 degrees 51 minutes 15 seconds East, a distance of 50.01 feet (deed) along said right-of-way line; thence South 88 degrees 54 minutes 10 seconds East, a distance of 50.13 feet (deed) along said right-of-way line to the Northwest corner of an existing 5.1 acre tract described in Document Number 860053888 in the Office of the Recorder of

Allen County, Indiana; thence North 87 degrees 40 minutes 57 seconds East, a distance of 101.14 feet (deed) along said right-of-way line to tangent curve, concave to the North, having a radius of 3869.72 feet; thence Northeasterly along said curve a distance of 228.92 feet, having a central angle of 03 degrees 23 minutes 23 seconds, and a chord of 228.90 feet (deed) bearing North 86 degrees 20 minutes 30 seconds East along said right-of-way line to the East line of said existing 5.1 acre tract; thence South 00 degrees 19 minutes 47 seconds West, a distance of 564.97 feet (deed) along said East line to the North right-of-way line of Leo Road, being a non-tangent curve concave to the Northwest, having a radius of 1382.40 feet; thence Southwesterly along said curve, a distance of 126.69 feet, having a central angle of 05 degrees 15 minutes 04 seconds, and a chord of 126.65 feet bearing South 48 degrees 06 minutes 43 seconds West along said right-of-way line to the Point of Beginning of the herein described tract, being a tangent curve, concave to the Northwest, having a radius of 1382.40 feet; thence Southwesterly along said curve, a distance of 165.60 feet, having a central angle of 06 degrees 51 minutes 34 seconds, and a chord of 165.40 feet bearing South 54 degrees 10 minutes 02 seconds West, along said right-of-way line; thence South 57 degrees 38 minutes 00 seconds West, a distance of 115.83 feet (deed) along said right-of-way line to the West line of said existing 5.1 acre tract; thence North 00 degrees 01 minutes 24 seconds East, a distance of 11.84 feet along said West line; thence North 57 degrees 38 minutes 00 seconds East, a distance of 274.59 feet to the Point of Beginning. Containing 0.051 acres (2,225.142 feet) more or less.

Also Excepting therefrom:

A part of Section 4, Township 31 North, Range 13 East, Allen County, and being that part of the grantor's land lying within the right of way lines depicted on the Right of Way Parcel Plat, marked Exhibit "B", attached to Document Number 207033371, described as follows:

Commencing at the Northwest Corner of Section 4, Township 31 North, Range 13 East; thence 50.00 feet on an assumed bearing of South 00 degrees 00 minutes 00 seconds East to a point on the South right-of-way line of Dupont Road; thence North 89 degrees 57 minutes 51 seconds East, 280.37 feet along said right-of-way line; thence South 85 degrees 59 minutes 45 seconds East, 100.24 feet along said right-of-way line; thence North 85 degrees 59 minutes 45 seconds East, 100.24 feet along said right-of-way line; thence North 90 degrees 00 minutes 00 seconds East, 1300.00 feet along said right-of-way line; thence South 88 degrees 51 minutes 15 seconds East 50.01 feet along said right-of-way line; thence South 88 degrees 54 minutes 10 seconds East, 50.13 feet (The foregoing portion of this description beginning with the words "Commencing at the Northwest" is quoted from Instrument Number 86-053888 in the Office of the Recorder of Allen County, Indiana) to the Northwest corner of the grantor's land and the point of beginning of this description; thence South 0 degrees 56 minutes 10 seconds East 13.593 meters (44.60 feet) along the West line of the grantor's land; thence North 84 degrees 56 minutes 05 seconds East 15.595 meters (51.16 feet) to point "2901" designated on said plat; thence North 80 degrees 27 minutes 54 seconds East 85.706 meters (281.19 feet) to the East line of the grantor's land; thence North 0 degrees 49 minutes 34 seconds West 5.107 meters (16.76 feet) along said East line to the South boundary of State Road 1 (formerly Dupont Road); thence South 83 degrees 24 minutes 53 seconds West 8.050 meters (26.41 feet) along said boundary; thence South 84 degrees 54 minutes 53 seconds West 30.876 meters (101.30 feet) along said boundary; thence South 86 degrees 43 minutes 29 seconds West 30.533 meters (100.17 feet) along said boundary; thence South 86 degrees 52 minutes 21 seconds West 30.892 meters (101.35 feet) (101.14 feet per said Instrument Number 86-053888) along said

boundary; thence North 89 degrees 48 minutes 06 seconds West 0.122 meters (0.40 feet) along said boundary to the point of beginning and containing 0.0939 hectares (0.232 acres), more or less.

**Parcel II:**

Part of the Northwest Quarter of Section 4, Township 31 North, Range 13 East, Allen County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter of Section 4, Township 31 North, Range 13 East, Allen County, Indiana, thence 50.0 feet on an assumed bearing of South 00 degrees 00 minutes 00 seconds East to a point on the South right of way line of Dupont Road; thence North 89 degrees 57 minutes 51 seconds East along said right of way line, a distance of 240.0 feet; thence North 89 degrees 57 minutes 51 seconds East along said right of way line, a distance of 40.37 feet; thence South 85 degrees 59 minutes 45 seconds East along said right of way line, a distance of 100.24 feet thence North 85 degrees 59 minutes 45 seconds East along said right of way line, a distance of 100.24 feet; thence North 90 degrees 00 minutes 00 seconds East along said right of way line, a distance of 162.19 feet to the True Point of Beginning; thence South 00 degrees 00 minutes 00 seconds East, a distance of 145.0 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 10.0 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 257.91 feet; thence North 90 degrees 00 minutes 00 seconds East and parallel to said right of way line, a distance of 230.0 feet; thence South 24 degrees 55 minutes 30 seconds East, a distance of 54.59 feet; thence South 21 degrees 24 minutes 50 seconds East, a distance of 233.52 feet; thence North 57 degrees 38 minutes 00 seconds East, a distance of 20.1 feet; thence Northeasterly on a curve to the right having a radius of 175.0 feet, a distance of 34.9 feet; thence South 20 degrees 21 minutes 30 seconds East, a distance of 50.0 feet; thence South 00 degrees 52 minutes 00 seconds East, a distance of 336.99 feet; thence North 57 degrees 38 minutes 00 seconds East, a distance of 52.0 feet; thence South 17 degrees 22 minutes 20 seconds East, a distance of 103.53 feet; thence North 57 degrees 38 minutes 00 seconds East and parallel to the centerline of Leo Road; a distance of 221.7 feet; thence South 00 degrees 52 minutes 00 seconds East, a distance of 187.64 feet to a point on the Northwesterly right of way line of Leo Road; thence South 32 degrees 22 minutes 00 seconds East, a distance of 40.0 feet to a point on the centerline of Leo Road; thence North 57 degrees 38 minutes 00 seconds East, along said centerline, a distance of 437.76 feet; thence North 32 degrees 22 minutes 00 seconds West, a distance of 50.0 feet; thence North 57 degrees 38 minutes 00 seconds East, a distance of 250.0 feet; thence North 00 degrees 06 minutes 15 seconds West, a distance of 788.58 feet to a point on the South right of way line of Dupont Road; thence North 88 degrees 54 minutes 10 seconds West along the South right of way line of Dupont Road, a distance of 50.13 feet; thence North 88 degrees 51 minutes 15 seconds West, along the South right of way line of Dupont Road, a distance of 50.01 feet; thence South 90 degrees 00 minutes West along the South right of way line of Dupont Road, a distance of 1137.81 feet to the Point of Beginning, containing 24.15 acres.

**EXCEPTING:**

Part of the Northwest Quarter of Section 4, Township 31 North, Range 13 East of the Second Principal Meridian, St. Joseph Township in Allen County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Northwest Quarter; thence South 00 degrees 00 minutes 00 seconds West (deed bearing and basis of bearings to follow), a distance of 50.00 feet (deed) to a point on the South right-of-way line of Dupont Road; thence North 89 degrees 57 minutes 51 seconds East, a distance of 240.00 feet (deed) along said right-of-way line; thence North 89 degrees 57 minutes 51 seconds East, a distance of 40.37 feet (deed) along said right-of-way line; thence South 85 degrees 59 minutes 45 seconds East, a distance of 100.24 feet (deed) along said right-of-way line; thence North 85 degrees 59 minutes 45 seconds East, a distance of 100.24 feet (deed) along said right-of-way line; thence North 90 degrees 00 minutes 00 seconds East, a distance of 162.19 feet (deed) along said right-of-way line to the Northwest corner of an existing 24.15 acre tract described in Document Number 96-001974 in the Office of the Recorder of Allen County, Indiana; thence continuing North 90 degrees 00 minutes 00 seconds East, a distance of 1137.81 feet (deed) along said right-of-way line; thence South 88 degrees 51 minutes 15 seconds East, a distance of 50.01 feet (deed) along said right-of-way line; thence South 88 degrees 54 minutes 10 seconds East, a distance of 50.13 feet (deed) along said right-of-way line to the East line of said existing 24.15 acre tract; thence South 00 degrees 06 minutes 15 seconds East, a distance of 776.75 feet along said East line to the Point of Beginning of the herein described tract; thence continuing South 00 degrees 06 minutes 15 seconds East, a distance of 11.83 feet along said East line to the North right-of-way line of Leo Road; thence South 57 degrees 38 minutes 00 seconds West, a distance of 84.29 feet along said right-of-way line; thence North 32 degrees 22 minutes 00 seconds West, a distance of 10.00 feet; thence North 57 degrees 37 minutes 58 seconds East, a distance of 90.60 feet to the Point of Beginning. Containing 0.020 Acres (874.417 Square Feet) more or less.

**ALSO EXCEPTING:**

A part of the Northwest Quarter of Section 4, Township 31 North, Range 13 East, Allen County, Indiana, and being described as follows:

Commencing at the Northwest corner of the Northwest Quarter of Section 4, Township 31 North, Range 13 East, Allen County, Indiana, thence 50.00 feet on an assumed bearing of South 00 degrees 00 minutes 00 seconds East to a point on the South right-of-way line of Dupont Road; thence North 89 degrees 57 minutes 51 seconds East along said right-of-way line, a distance of 240.0 feet; thence North 89 degrees 57 minutes 51 seconds East along said right-of-way line a distance of 40.37 feet; thence South 85 degrees 59 minutes 45 seconds East along said right-of-way line, a distance of 100.24 feet; thence North 85 degrees 59 minutes 45 seconds East along said right-of-way line, a distance of 100.24 feet; thence North 90 degrees 00 minutes 00 seconds East along said right-of-way line, a distance of 162.19 feet (The foregoing portion of this description beginning with the words "Commencing at the" is quoted from instrument Number 96-001974) to the northwest corner of the grantor's land and the point of beginning of this description: thence North 89 degrees 11 minutes 20 seconds East 346.844 meters (1,137.94 feet) (1,137.81 feet by Instrument Number 96-001974) along the boundary of S.R. 1 (also known as Dupont Road); thence South 89 degrees 39 minutes 55 seconds East 15.243 meters (50.01 feet) along said boundary; thence South 89 degrees 48 minutes 06 seconds East 15.240 meters (50.00 feet) (50.13 feet by Instrument Number 96-001974) along said boundary to the northeast corner of the grantor's land; thence South 0 degrees 56 minutes 10 seconds East 13.593 meters (44.60 feet) along the east line of the grantor's land; thence South 84 degrees 56 minutes 05 seconds West 55.182 meters (181.04 feet) to point "2704" designated on said plat; thence North 85 degrees 34 minutes 25 seconds West 60.252 meters (197.68 feet) to point "2703"

designated on said plat; thence North 78 degrees 07 minutes 51 seconds West 41.000 meters (134.51 feet) to point "2702" designated on said plat; thence South 89 degrees 11 minutes 20 seconds West 222.320 meters (729.40 feet) to the west line of the grantor's land; thence North 0 degrees 49 minutes 55 seconds West 3.760 meters (12.34 feet) along said west line to the point of beginning and containing 0.2980 hectares (0.736 acres), more or less.

ALSO EXCEPTING:

Part of the Northwest Quarter of Section 4, Township 31 North, Range 13 East, Allen County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter of Section 4, Township 31 North, Range 13 East, Allen County, Indiana; thence 50.0 feet on an assumed bearing of South 00 degrees 00 minutes 00 Seconds East to a point on the South right-of-way line of Dupont Road; thence North 89 degrees 57 minutes 51 seconds East along said right-of-way line, a distance of 240.0 feet, thence North 89 degrees 57 minutes 51 seconds East along said right-of-way line a distance of 40.37 feet; thence South 85 degrees 59 minutes 45 seconds East along said right-of-way line, a distance of 100.24 feet; thence North 85 degrees 59 minutes 45 seconds East along said right-of-way line, a distance of 100.24 feet thence North 90 degrees 00 minutes 00 seconds East along said right-of-way line, a distance of 162.19 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 145.0 feet; thence North 90 degrees 00 minutes 00 seconds west, a distance of 10.0 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 257.91 feet; thence North 90 degrees 00 minutes 00 seconds East and parallel to said right-of-way line, a distance of 230.0 feet; thence South 24 degrees 55 minutes 30 seconds East, a distance of 54.59 feet; thence South 21 degrees 24 minutes 50 seconds East, a distance of 233.52 feet; thence North 57 degrees 38 minutes 00 seconds East, a distance of 20.1 feet; thence Northeasterly by a curve to the right having a radius of 175.0 feet, a distance of 34.9 feet; thence South 20 degrees 21 minutes 30 seconds East, a distance of 50.0 feet; thence South 00 degrees 52 minutes 00 seconds East, a distance of 336.99 feet; thence North 57 degrees 38 minutes 00 seconds East, a distance of 52.0 feet; thence South 17 degrees 22 minutes 20 seconds East, a distance of 103.53 feet; thence North 57 degrees 38 minutes 00 seconds East and parallel to the centerline of Leo Road, a distance of 221.7 feet; thence South 00 degrees 52 minutes 00 seconds East, a distance of 187.64 feet to a point on the Northwesterly right-of-way line of Leo Road and the true point of beginning; thence South 32 degrees 22 minutes 00 seconds East, a distance of 40.0 feet to a point on the centerline of Leo Road; thence North 57 degrees 38 minutes 00 seconds East, along the centerline of Leo Road, a distance of 437.76 feet; thence North 32 degrees 22 minutes 00 seconds West, a distance or 40.0 feet to a point on the Northwesterly right-of-way line of Leo Road; thence South 57 degrees 38 minutes 00 seconds West along said right-of-way line, a distance of 437.76 feet to the point of beginning, containing 0.402 acres.

ALSO EXCEPTING:

A part of the Northwest Quarter of Section 4, Township 31 North, Range 13 East, Allen County, Indiana, described as follows:

Commencing at the Northwest corner of the Northwest Quarter of Section 4, Township 31 North, Range 13 East, Allen County, Indiana; thence 50.00 feet on an assumed bearing of South 00 degrees

00 minutes 00 seconds East to a point on the South right of way line of Dupont Road; thence North 89 degrees 57 minutes 51 seconds East along said right of way line a distance of 240.0 feet; thence North 89 degrees 57 minutes 51 seconds East along said right of way line a distance of 40.37 feet; thence South 85 degrees 59 minutes 45 seconds East along said right of way line a distance of 100.24 feet; thence North 85 degrees 59 minutes 45 seconds East along said right of way line a distance of 100.24 feet; thence North 90 degrees 00 minutes 00 seconds East along said right of way line a distance of 162.19 feet; thence South 00 degrees 01 minutes 13 seconds East along the West line of a tract of land conveyed to Oak Creek Village, Inc. as recorded as Document Number 96-001974 a distance of 12.34 feet; thence South 90 degrees 00 minutes East (South 89 degrees 11 minutes 20 seconds West, recorded) along the South right of way line of State Road 1 (also known as Dupont Road) a distance of 642.0 feet to the point of beginning; thence South 90 degrees 00 minutes East (South 89 degrees 11 minutes 20 seconds West, recorded) along the South right of way line of State Road 1 (also known as Dupont Road) a distance of 87.4 feet; thence South 77 degrees 19 minutes 11 seconds East (North 78 degrees 07 minutes 51 seconds West, recorded) along said right of way line a distance of 68.33 feet; thence North 90 degrees 00 minutes West a distance of 139.07 feet; thence North 45 degrees 00 minutes West a distance of 21.21 feet to the point of beginning, containing 0.039 acres.

## EXHIBIT D

### PRIVATE RIGHT OF WAY

#### **Private Right-of-Way Easement “B” Description 0.694 Acres**

Part of the Northwest Quarter of Section 4, Township 31 North, Range 13 East of the Second Principal Meridian, St. Joseph Township in Allen County, Indiana, being more particularly described as follows:

Commencing at a Harrison Marker marking the Northwest corner of said Northwest Quarter; thence South 01 degrees 45 minutes 45 seconds East (Indiana Geospatial Coordinate System - Allen County bearing and basis of bearings to follow), a distance of 51.05 feet (50.00 feet deed) to the South right-of-way of Dupont Road; thence North 88 degrees 12 minutes 06 seconds East, a distance of 270.05 feet (280.37 feet deed) along said right-of-way line; thence South 87 degrees 45 minutes 30 seconds East, a distance of 100.24 feet (deed) along said right-of-way line; thence North 84 degrees 14 minutes 00 seconds East, a distance of 100.24 feet (deed) along said right-of-way line; thence North 88 degrees 14 minutes 15 seconds East, a distance of 162.19 feet (deed) along said right-of-way line to the West line of an existing tract described in Document Number 2007070610 in the Office of the Recorder of Allen County, Indiana; thence South 01 degrees 45 minutes 45 seconds East, a distance of 12.34 feet (deed) along said West line to a 5/8” steel rebar with a “Miller Firm #0095” identification cap on the South line of an existing tract described in Document Number 2010042071 in the Office of the Recorder of Allen County, Indiana; thence North 88 degrees 14 minutes 28 seconds East, a distance of 642.00 feet (deed) along said South line to a 5/8” steel rebar with a “Miller Firm #0095” identification cap; thence South 46 degrees 44 minutes 08 seconds East, a distance of 21.22 feet (deed) along said right-of-way line to a 5/8” steel rebar with a “Miller Firm #0095” identification cap; thence North 88 degrees 14 minutes 15 seconds East, a distance of 15.40 feet along said right-of-way line to the West line of a 1.900 acre right-of-way parcel; thence South 01 degrees 45 minutes 45 seconds East, a distance of 143.72 feet along said West line; thence South 10 degrees 32 minutes 47 seconds West, a distance of 78.52 feet along said West line to the POINT OF BEGINNING of the herein described easement; thence continuing South 10 degrees 32 minutes 47 seconds West, a distance of 43.18 feet along said West line to the point of curvature of a tangent curve, concave to the Northwest, having a radius of 165.50 feet; thence Southwesterly along said curve and said West line a distance of 36.43 feet, having a central angle of 12 degrees 36 minutes 41 seconds, and a chord of 36.35 feet, bearing South 16 degrees 51 minutes 07 seconds West to the point of curvature of a non-tangent curve, concave to the Southwest, having a radius of 8.50 feet; thence Northwesterly along said curve a distance of 17.05 feet, having a central angle of 114 degrees 54 minutes 58 seconds, and a chord of 14.33 feet, bearing North 34 degrees 18 minutes 03 seconds West to the point of tangency of said curve; thence South 88 degrees 14 minutes 28 seconds West, a distance of 340.92 feet to the point of curvature of a tangent curve, concave to the Southeast, having a radius of 28.50 feet; thence Southwesterly along said curve a distance of 37.31 feet, having a central angle of 74 degrees 59 minutes 59 seconds, and a chord of 34.70 feet, bearing South 50 degrees 44 minutes 28 seconds West to the point of reverse curvature, said curve being concave to the Northeast, having a radius of 56.50 feet; thence Westerly along said curve a distance of 251.46

feet, having a central angle of 254 degrees 59 minutes 59 seconds, and a chord of 89.65 feet, bearing North 39 degrees 15 minutes 32 seconds West to the point of tangency of said curve; thence North 88 degrees 14 minutes 28 seconds East, a distance of 433.47 feet to the point of curvature of a tangent curve, concave to the North, having a radius of 18.50 feet; thence Northeasterly along said curve a distance of 25.09 feet, having a central angle of 77 degrees 41 minutes 41 seconds, and a chord of 23.21 feet, bearing North 49 degrees 23 minutes 37 seconds East to the Point of Beginning. Containing 0.694 acres, more or less. Subject to easements of record.

TOGETHER WITH

**Private Right-of-Way Easement “J” Description**

**0.242 Acres**

Part of the Northwest Quarter of Section 4, Township 31 North, Range 13 East of the Second Principal Meridian, St. Joseph Township in Allen County, Indiana, being more particularly described as follows:

Commencing at a Harrison Marker marking the Northwest corner of said Northwest Quarter; thence South 01 degrees 45 minutes 45 seconds East (Indiana Geospatial Coordinate System - Allen County bearing and basis of bearings to follow), a distance of 51.05 feet (50.00 feet deed) to the South right-of-way of Dupont Road; thence North 88 degrees 12 minutes 06 seconds East, a distance of 270.05 feet (280.37 feet deed) along said right-of-way line; thence South 87 degrees 45 minutes 30 seconds East, a distance of 100.24 feet (deed) along said right-of-way line; thence North 84 degrees 14 minutes 00 seconds East, a distance of 100.24 feet (deed) along said right-of-way line; thence North 88 degrees 14 minutes 15 seconds East, a distance of 162.19 feet (deed) along said right-of-way line to the West line of an existing tract described in Document Number 2007070610 in the Office of the Recorder of Allen County, Indiana; thence South 01 degrees 45 minutes 45 seconds East, a distance of 12.34 feet (deed) along said West line to a 5/8” steel rebar with a “Miller Firm #0095” identification cap on the South line of an existing tract described in Document Number 2010042071 in the Office of the Recorder of Allen County, Indiana; thence North 88 degrees 14 minutes 28 seconds East, a distance of 642.00 feet (deed) along said South line to a 5/8” steel rebar with a “Miller Firm #0095” identification cap; thence South 46 degrees 44 minutes 08 seconds East, a distance of 21.22 feet (deed) along said right-of-way line to a 5/8” steel rebar with a “Miller Firm #0095” identification cap; thence North 88 degrees 14 minutes 15 seconds East, a distance of 15.40 feet along said right-of-way line to the West line of a 1.900 acre right-of-way parcel; thence South 01 degrees 45 minutes 45 seconds East, a distance of 143.72 feet along said West line; thence South 10 degrees 32 minutes 47 seconds West, a distance of 121.70 feet along said West line to the point of curvature of a tangent curve, concave to the Northwest, having a radius of 165.50 feet; thence Southwesterly a distance of 74.73 feet along said curve and said West line, having a central angle of 25 degrees 52 minutes 21 seconds, and a chord of 74.10 feet, bearing South 23 degrees 28 minutes 57 seconds West to the point of tangency of said curve; thence South 36 degrees 25 minutes 08 seconds West, a distance of 31.04 feet to the point of curvature of a tangent curve, concave to the East, having a radius of 188.50 feet; thence South a distance of 159.47 feet along said curve, having a central angle of 48 degrees 28 minutes 22 seconds, and a chord of 154.76 feet, bearing South 12 degrees 10 minutes 57 seconds West to the POINT OF BEGINNING of the herein described easement; thence continuing along said curve and said West line, said curve being concave to the

Northeast, having a radius of 188.50 feet; thence Southeasterly a distance of 79.82 feet along said curve and said West line, having a central angle of 24 degrees 15 minutes 42 seconds, and a chord of 79.22 feet, bearing South 24 degrees 11 minutes 05 seconds East to the point of curvature of a non-tangent curve, concave to the South, having a radius of 18.50 feet; thence Westerly a distance of 25.14 feet along said curve, having a central angle of 77 degrees 52 minutes 09 seconds, and a chord of 23.25 feet, bearing North 75 degrees 15 minutes 00 seconds West to the point of tangency of said curve; thence South 65 degrees 48 minutes 55 seconds West, a distance of 22.54 feet to the point of curvature of a tangent curve, concave to the Southeast, having a radius of 438.50 feet; thence Southwesterly a distance of 52.45 feet along said curve, having a central angle of 06 degrees 51 minutes 10 seconds, and a chord of 52.42 feet, bearing South 62 degrees 23 minutes 20 seconds West to the point of tangency of said curve; thence South 58 degrees 57 minutes 45 seconds West, a distance of 120.85 feet to the West line of an existing tract described in Document Number 2007070610 in the Office of the Recorder of Allen County, Indiana; thence North 21 degrees 43 minutes 52 seconds West, a distance of 50.67 feet along said West line and its Northerly extension thereof; thence North 58 degrees 57 minutes 45 seconds East, a distance of 112.65 feet to the point of curvature of a tangent curve, concave to the Southeast, having a radius of 488.50 feet; thence Northeasterly a distance of 58.43 feet along said curve, having a central angle of 06 degrees 51 minutes 10 seconds, and a chord of 58.39 feet, bearing North 62 degrees 23 minutes 20 seconds East to the point of tangency of said curve; thence North 65 degrees 48 minutes 55 seconds East, a distance of 22.54 feet to the point of curvature of a tangent curve, concave to the Northwest, having a radius of 18.50 feet; thence Northeasterly a distance of 25.14 feet along said curve, having a central angle of 77 degrees 52 minutes 09 seconds, and a chord of 23.25 feet, bearing North 26 degrees 52 minutes 51 seconds East to the Point of Beginning. Containing 0.242 acres, more or less. Subject to easements of record.

## EXHIBIT E

### PUBLIC RIGHT OF WAY

#### Public Right-of-Way "C" Description

#### 1.900 Acres

Part of the Northwest Quarter of Section 4, Township 31 North, Range 13 East of the Second Principal Meridian, St. Joseph Township in Allen County, Indiana, being more particularly described as follows:

Commencing at a Harrison Marker marking the Northwest corner of said Northwest Quarter; thence South 01 degrees 45 minutes 45 seconds East (Indiana Geospatial Coordinate System - Allen County bearing and basis of bearings to follow), a distance of 51.05 feet (50.00 feet deed) to the South right-of-way of Dupont Road; thence North 88 degrees 12 minutes 06 seconds East, a distance of 270.05 feet (280.37 feet deed) along said right-of-way line; thence South 87 degrees 45 minutes 30 seconds East, a distance of 100.24 feet (deed) along said right-of-way line; thence North 84 degrees 14 minutes 00 seconds East, a distance of 100.24 feet (deed) along said right-of-way line; thence North 88 degrees 14 minutes 15 seconds East, a distance of 162.19 feet (deed) along said right-of-way line to the West line of an existing tract described in Document Number 2007070610 in the Office of the Recorder of Allen County, Indiana; thence South 01 degrees 45 minutes 45 seconds East, a distance of 12.34 feet (deed) along said West line to a 5/8" steel rebar with a "Miller Firm #0095" identification cap on the South line of an existing tract described in Document Number 2010042071 in the Office of the Recorder of Allen County, Indiana; thence North 88 degrees 14 minutes 28 seconds East, a distance of 642.00 feet (deed) along said South line to a 5/8" steel rebar with a "Miller Firm #0095" identification cap; thence South 46 degrees 44 minutes 08 seconds East, a distance of 21.22 feet (deed) along said right-of-way line to a 5/8" steel rebar with a "Miller Firm #0095" identification cap; thence North 88 degrees 14 minutes 15 seconds East, a distance of 15.40 feet along said right-of-way line to the POINT OF BEGINNING of the herein described easement; thence continuing North 88 degrees 14 minutes 15 seconds East, a distance of 100.00 feet along said right-of-way; thence South 01 degrees 45 minutes 45 seconds East, a distance of 87.95 feet; thence South 23 degrees 30 minutes 17 seconds West, a distance of 159.70 feet; thence South 10 degrees 32 minutes 47 seconds West, a distance of 41.87 feet to the point of curvature of a tangent curve, concave to the Northwest, having a radius of 215.50 feet; thence Southwesterly along said curve a distance of 97.31 feet, having a central angle of 25 degrees 52 minutes 21 seconds, and a chord of 96.49 feet, bearing South 23 degrees 28 minutes 57 seconds West to the point of tangency of said curve; thence South 36 degrees 25 minutes 08 seconds West, a distance of 31.04 feet to the point of curvature of a tangent curve, concave to the Northeast, having a radius of 138.50 feet; thence Southeasterly along said curve a distance of 381.91 feet, having a central angle of 157 degrees 59 minutes 33 seconds, and a chord of 271.91 feet, bearing South 42 degrees 34 minutes 38 seconds East; thence South 31 degrees 34 minutes 25 seconds East, distance of 50.00 feet to the point of curvature of a non-tangent curve, concave to the East, having a radius of 28.50 feet; thence Southerly along said curve a distance of 40.41 feet, having a central angle of 81 degrees 14 minutes 36 seconds, and a chord of 37.11 feet, bearing South 17 degrees 48 minutes 17 seconds West to the point of tangency of said curve and to the point of curvature of a tangent curve, concave to the Northeast, having a radius of 191.00 feet; thence Southeasterly along said curve a distance of 38.50

feet, having a central angle of 11 degrees 33 minutes 00 seconds, and a chord of 38.44 feet, bearing South 28 degrees 35 minutes 31 seconds East to the point of tangency of said curve; thence South 34 degrees 22 minutes 01 seconds East, a distance of 242.81 feet to the point of curvature of a tangent curve, concave to the North, having a radius of 10.00 feet; thence Southeasterly along said curve a distance of 15.67 feet, having a central angle of 89 degrees 45 minutes 54 seconds, and a chord of 14.11 feet, bearing South 79 degrees 14 minutes 58 seconds East to the point of tangency of said curve; thence North 55 degrees 52 minutes 05 seconds East, a distance of 206.82 feet to a 5/8" steel rebar with a "Miller Firm #0095" identification cap on the North right-of-way line of North Clinton Street; thence South 34 degrees 07 minutes 55 seconds East, a distance of 10.00 feet along said right-of-way line to a 5/8" steel rebar with a "Miller Firm #0095" identification cap; thence South 55 degrees 52 minutes 05 seconds West, a distance of 165.73 feet along said right-of-way line to a point on the North right-of-way line of North Clinton Street, said point being referenced by a 1/2" steel rebar 0.20 feet North; thence South 34 degrees 07 minutes 55 seconds East, a distance of 10.00 feet along said right-of-way line to a 5/8" steel rebar with a "Miller Firm #0095" identification cap; thence South 55 degrees 52 minutes 05 seconds West, a distance of 436.48 feet (437.76 feet deed) along said right-of-way line to a point on the West line of said Document Number 2007070610, said point being referenced by a 1/2" steel rebar 0.55 feet South and 0.28 feet East; thence North 02 degrees 43 minutes 43 seconds West, a distance of 23.43 feet along said West line; thence North 55 degrees 52 minutes 05 seconds East, a distance of 288.17 feet to the point of curvature of a tangent curve, concave to the West, having a radius of 10.00 feet; thence Northerly along said curve a distance of 15.75 feet, having a central angle of 90 degrees 14 minutes 06 seconds, and a chord of 14.17 feet, bearing North 10 degrees 45 minutes 02 seconds East to the point of tangency of said curve; thence North 34 degrees 22 minutes 01 seconds West, a distance of 80.24 feet; thence North 30 degrees 33 minutes 02 seconds West, a distance of 150.33 feet; thence North 34 degrees 22 minutes 01 seconds West, a distance of 12.18 feet to the point of curvature of a tangent curve, concave to the Northeast, having a radius of 256.00 feet; thence Northwesterly along said curve a distance of 66.31 feet, having a central angle of 14 degrees 50 minutes 30 seconds, and a chord of 66.13 feet, bearing North 26 degrees 56 minutes 46 seconds West to the point of reverse curvature, said curve being concave to the Southwest, having a radius of 28.50 feet; thence Northwesterly along said curve a distance of 34.43 feet, having a central angle of 69 degrees 13 minutes 27 seconds, and a chord of 32.38 feet, bearing North 54 degrees 08 minutes 15 seconds West to the point of reverse curvature, said curve being concave to the Northeast, having a radius of 188.50 feet; thence Northwesterly along said curve a distance of 411.80 feet, having a central angle of 125 degrees 10 minutes 06 seconds, and a chord of 334.66 feet, bearing North 26 degrees 09 minutes 55 seconds West to the point of tangency of said curve; thence North 36 degrees 25 minutes 08 seconds East, a distance of 31.04 feet to the point of curvature of a tangent curve, concave to the Northwest, having a radius of 165.50 feet; thence Northeasterly along said curve a distance of 74.73 feet, having a central angle of 25 degrees 52 minutes 21 seconds, and a chord of 74.10 feet, bearing North 23 degrees 28 minutes 57 seconds East; thence North 10 degrees 32 minutes 47 seconds East, a distance of 121.70 feet; thence North 01 degrees 45 minutes 45 seconds West, a distance of 143.72 feet to the Point of Beginning. Containing 1.900 acres, more or less. Subject to easements of record.

**EXHIBIT F**

**SIGN EASEMENT AREA**

**Sign Easement “L” Description (also referred to as the “Common Area Easement “L” Description)  
0.080Acres**

Part of the Northwest Quarter of Section 4, Township 31 North, Range 13 East of the Second Principal Meridian, St. Joseph Township in Allen County, Indiana, being more particularly described as follows:

Commencing at a Harrison Marker marking the Northwest corner of said Northwest Quarter; thence South 01 degrees 45 minutes 45 seconds East (Indiana Geospatial Coordinate System - Allen County bearing and basis of bearings to follow), a distance of 51.05 feet (50.00 feet deed) to the South right-of-way of Dupont Road; thence North 88 degrees 12 minutes 06 seconds East, a distance of 270.05 feet (280.37 feet deed) along said right-of-way line; thence South 87 degrees 45 minutes 30 seconds East, a distance of 100.24 feet (deed) along said right-of-way line; thence North 84 degrees 14 minutes 00 seconds East, a distance of 100.24 feet (deed) along said right-of-way line; thence North 88 degrees 14 minutes 15 seconds East, a distance of 162.19 feet (deed) along said right-of-way line to the West line of an existing tract described in Document Number 2007070610 in the Office of the Recorder of Allen County, Indiana; thence South 01 degrees 45 minutes 45 seconds East, a distance of 12.34 feet (deed) along said West line to a 5/8” steel rebar with a “Miller Firm #0095” identification cap on the South line of an existing tract described in Document Number 2010042071 in the Office of the Recorder of Allen County, Indiana; thence North 88 degrees 14 minutes 28 seconds East, a distance of 642.00 feet (deed) along said South line to a 5/8” steel rebar with a “Miller Firm #0095” identification cap; thence South 46 degrees 44 minutes 08 seconds East, a distance of 21.22 feet (deed) along said right-of-way line to a 5/8” steel rebar with a “Miller Firm #0095” identification cap; thence North 88 degrees 14 minutes 15 seconds East, a distance of 115.40 feet along said right-of-way line to the POINT OF BEGINNING of the herein described easement; thence continuing North 88 degrees 14 minutes 15 seconds East, a distance of 23.67 feet along said right-of-way line to a 5/8” steel rebar with a “Miller Firm #0095” identification cap; thence South 79 degrees 04 minutes 43 seconds East, a distance of 16.74 feet along said right-of-way line; thence South 01 degrees 45 minutes 45 seconds East, a distance of 84.28 feet; thence South 88 degrees 14 minutes 15 seconds West, a distance of 40.00 feet; thence North 01 degrees 45 minutes 45 seconds West, a distance of 87.95 feet to the Point of Beginning. Containing 0.080 acres, more or less. Subject to easements of record.

## EXHIBIT G

### UTILITY EASEMENTS

#### Utility Easement "A" Description

**0.962 Acres**

Part of the Northwest Quarter of Section 4, Township 31 North, Range 13 East of the Second Principal Meridian, St. Joseph Township in Allen County, Indiana, being more particularly described as follows:

Commencing at a Harrison Marker marking the Northwest corner of said Northwest Quarter; thence South 01 degrees 45 minutes 45 seconds East (Indiana Geospatial Coordinate System - Allen County bearing and basis of bearings to follow), a distance of 51.05 feet (50.00 feet deed) to the South right-of-way of Dupont Road; thence North 88 degrees 12 minutes 06 seconds East, a distance of 270.05 feet (280.37 feet deed) along said right-of-way line; thence South 87 degrees 45 minutes 30 seconds East, a distance of 100.24 feet (deed) along said right-of-way line; thence North 84 degrees 14 minutes 00 seconds East, a distance of 100.24 feet (deed) along said right-of-way line; thence North 88 degrees 14 minutes 15 seconds East, a distance of 162.19 feet (deed) along said right-of-way line to the West line of an existing tract described in Document Number 2007070610 in the Office of the Recorder of Allen County, Indiana; thence South 01 degrees 45 minutes 45 seconds East, a distance of 12.34 feet (deed) along said West line to a 5/8" steel rebar with a "Miller Firm #0095" identification cap on the South line of an existing tract described in Document Number 2010042071 in the Office of the Recorder of Allen County, Indiana, said point being the POINT OF BEGINNING of the herein described easement; thence North 88 degrees 14 minutes 28 seconds East, a distance of 20.00 feet along said South line; thence South 01 degrees 45 minutes 45 seconds East, a distance of 152.66 feet; thence South 88 degrees 14 minutes 15 seconds West, a distance of 9.96 feet; thence South 01 degrees 52 minutes 33 seconds East, a distance of 217.91 feet; thence North 88 degrees 14 minutes 15 seconds East, a distance of 161.86 feet; thence North 87 degrees 32 minutes 34 seconds East, a distance of 65.11 feet; thence South 27 degrees 27 minutes 42 seconds East, a distance of 66.58 feet; thence South 23 degrees 04 minutes 12 seconds East, a distance of 209.09 feet; thence North 58 degrees 57 minutes 45 seconds East, a distance of 139.59 feet to the point of curvature of a tangent curve, concave to the Southeast, having a radius of 508.50 feet; thence Northeasterly along said curve a distance of 60.82 feet, having a central angle of 06 degrees 51 minutes 10 seconds, and a chord of 60.78 feet bearing North 62 degrees 23 minutes 20 seconds East to the point of tangency of said curve; thence North 65 degrees 48 minutes 55 seconds East, a distance of 25.68 feet; thence North 08 degrees 59 minutes 50 seconds West, a distance of 90.53 feet; thence North 32 degrees 49 minutes 44 seconds East, a distance of 121.20 feet; thence North 48 degrees 26 minutes 44 seconds West, a distance of 22.43 feet; thence South 88 degrees 14 minutes 28 seconds West, a distance of 297.37 feet to the point of curvature of a tangent curve, concave to the Southeast, having a radius of 13.50 feet; thence Southwesterly along said curve a distance of 17.67 feet, having a central angle of 74 degrees 59 minutes 59 seconds, and a chord of 16.44 feet, bearing South 50 degrees 44 minutes 28 seconds West to the point of reverse curvature, said curve being concave to the Northwest, having a radius of 71.50 feet; thence Southwesterly along said curve a distance of 58.92 feet, having a central angle of 47 degrees 12 minutes 59 seconds, and a chord of 57.27 feet, bearing South 36 degrees 50 minutes 58 seconds West; thence South 87 degrees 32

minutes 34 seconds West, a distance of 65.11 feet to the point of curvature of a non-tangent curve, concave to the Northeast, having a radius of 71.50 feet; thence Northerly along said curve a distance of 136.88 feet, having a central angle of 109 degrees 41 minutes 27 seconds, and a chord of 116.92 feet bearing North 10 degrees 31 minutes 36 seconds West; thence South 88 degrees 14 minutes 28 seconds West, a distance of 41.59 feet; thence North 01 degrees 45 minutes 32 seconds West, a distance of 25.00 feet; thence North 88 degrees 14 minutes 28 seconds East, a distance of 543.92 feet to the West line of a 1.900 acre right-of-way parcel; thence South 10 degrees 32 minutes 47 seconds West, a distance of 5.57 feet along said West line to the point of curvature of a tangent curve, concave to the Northwest, having a radius of 18.50 feet; thence Southwesterly along said curve a distance of 25.09 feet, having a central angle of 77 degrees 41 minutes 41 seconds, and a chord of 23.21 feet bearing South 49 degrees 23 minutes 37 seconds West to the point of tangency of said curve; thence South 88 degrees 14 minutes 28 seconds West, a distance of 433.47 feet to the point of curvature of a tangent curve, concave to the Northeast, having a radius of 56.50 feet; thence Southeasterly along said curve a distance of 251.46 feet, having a central angle of 254 degrees 59 minutes 59 seconds, and a chord of 89.65 feet bearing South 39 degrees 15 minutes 32 seconds East to the point of reverse curvature, said curve being concave to the Southeast, having a radius of 28.50 feet; thence Northeasterly along said curve a distance of 37.31 feet, having a central angle of 74 degrees 59 minutes 59 seconds, and a chord of 34.70 feet bearing North 50 degrees 44 minutes 28 seconds East to the point of tangency of said curve; thence North 88 degrees 14 minutes 28 seconds East, a distance of 340.92 feet to the point of curvature of a tangent curve, concave to the Southwest, having a radius of 8.50 feet; thence Southeasterly along said curve a distance of 17.05 feet, having a central angle of 114 degrees 54 minutes 58 seconds, and a chord of 14.33 feet bearing South 34 degrees 18 minutes 03 seconds East to the point of tangency of said curve on the West line of said 1.900 acre right-of-way parcel and being at the point of curvature of a tangent curve, concave to the Northwest, having a radius of 165.50 feet; thence Southwesterly along said curve a distance of 38.31 feet, having a central angle of 13 degrees 15 minutes 41 seconds, and a chord of 38.22 feet bearing South 29 degrees 47 minutes 18 seconds West to the point of tangency of said curve; thence South 36 degrees 25 minutes 08 seconds West, a distance of 31.04 feet along said West line to the point of curvature of a tangent curve, concave to the East, having a radius of 188.50 feet; thence Southerly along said curve and said West line a distance of 159.47 feet, having a central angle of 48 degrees 28 minutes 22 seconds, and a chord of 154.76 feet bearing South 12 degrees 10 minutes 57 seconds West to the point of reverse curvature, said curve being concave to the Northwest, having a radius of 18.50 feet; thence Southwesterly along said curve a distance of 25.14 feet, having a central angle of 77 degrees 52 minutes 09 seconds, and a chord of 23.25 feet bearing South 26 degrees 52 minutes 51 seconds West to the point of tangency of said curve; thence South 65 degrees 48 minutes 55 seconds West, a distance of 22.54 feet to the point of curvature of a tangent curve, concave to the Southeast, having a radius of 488.50 feet; thence Southwesterly along said curve a distance of 58.43 feet, having a central angle of 06 degrees 51 minutes 10 seconds, and a chord of 58.39 feet bearing South 62 degrees 23 minutes 20 seconds West to the point of tangency of said curve; thence South 58 degrees 57 minutes 45 seconds West, a distance of 112.65 feet; thence South 21 degrees 43 minutes 52 seconds East, a distance of 1.64 feet a ½" steel rebar on the West line of an existing tract described in Document Number 2007070610 in the Office of the Recorder of Allen County, Indiana, said point to the point of curvature of a non-tangent curve, concave to the Southeast, having a radius of 175.00 feet; thence Southwesterly along said curve and said West line a distance of 34.90 feet (deed), having a central angle of 11 degrees 25 minutes 33 seconds, and a chord of 34.84 feet bearing South 61 degrees 35 minutes 01 seconds West; thence South 55 degrees 52 minutes 15

seconds West, a distance of 20.10 feet (deed) along said West line to a 1/2" steel rebar; thence North 23 degrees 04 minutes 12 seconds West, a distance of 232.95 feet (233.52 feet deed) along said West line to a 5/8" steel rebar with a "0027" identification cap; thence North 27 degrees 27 minutes 42 seconds West, a distance of 54.59 feet (deed) along said West line to a 5/8" steel rebar; thence South 88 degrees 14 minutes 15 seconds West, a distance of 229.18 feet (230.00 feet deed) along said West line to a 1/2" steel rebar; thence North 01 degrees 52 minutes 33 seconds West, a distance of 257.91 feet (deed) along said West line to a 3/8" steel rebar; thence North 88 degrees 14 minutes 15 seconds East, distance of 10.00 feet (deed) along said West line to a 5/8" steel rebar with a "0027" identification cap; thence North 01 degrees 45 minutes 45 seconds West, a distance of 132.66 feet along said West line to the Point of Beginning. Containing 0.962 acres, more or less. Subject to easements of record.

**TOGETHER WITH:**

**Utility Easement "D" Description  
0.046 Acres**

Part of the Northwest Quarter of Section 4, Township 31 North, Range 13 East of the Second Principal Meridian, St. Joseph Township in Allen County, Indiana, being more particularly described as follows:

Commencing at a Harrison Marker marking the Northwest corner of said Northwest Quarter; thence South 01 degrees 45 minutes 45 seconds East (Indiana Geospatial Coordinate System - Allen County bearing and basis of bearings to follow), a distance of 51.05 feet (50.00 feet deed) to the South right-of-way of Dupont Road; thence North 88 degrees 12 minutes 06 seconds East, a distance of 270.05 feet (280.37 feet deed) along said right-of-way line; thence South 87 degrees 45 minutes 30 seconds East, a distance of 100.24 feet (deed) along said right-of-way line; thence North 84 degrees 14 minutes 00 seconds East, a distance of 100.24 feet (deed) along said right-of-way line; thence North 88 degrees 14 minutes 15 seconds East, a distance of 162.19 feet (deed) along said right-of-way line to the West line of an existing tract described in Document Number 2007070610 in the Office of the Recorder of Allen County, Indiana; thence South 01 degrees 45 minutes 45 seconds East, a distance of 12.34 feet (deed) along said West line to a 5/8" steel rebar with a "Miller Firm #0095" identification cap on the South line of an existing tract described in Document Number 2010042071 in the Office of the Recorder of Allen County, Indiana; thence North 88 degrees 14 minutes 28 seconds East, a distance of 642.00 feet (deed) along said South line to a 5/8" steel rebar with a "Miller Firm #0095" identification cap; thence South 46 degrees 44 minutes 08 seconds East, a distance of 21.22 feet (deed) along said right-of-way line to a 5/8" steel rebar with a "Miller Firm #0095" identification cap; thence North 88 degrees 14 minutes 15 seconds East, a distance of 15.40 feet along said right-of-way line to the West line of a 1.900 acre right-of-way parcel; thence South 01 degrees 45 minutes 45 seconds East, a distance of 143.72 feet along said West line; thence South 10 degrees 32 minutes 47 seconds West, a distance of 121.70 feet along said West line to the point of curvature of a tangent curve, concave to the Northwest, having a radius of 165.50 feet; thence Southwesterly a distance of 74.73 feet along said curve and said West line, having a central angle of 25 degrees 52 minutes 21 seconds, and a chord of 74.10 feet, bearing South 23 degrees 28 minutes 57 seconds West to the point of tangency of said curve; thence South 36 degrees 25 minutes 08 seconds West, a distance of 31.04 feet to the point of curvature of a tangent curve, concave to the

East, having a radius of 188.50 feet; thence South a distance of 288.45 feet along said curve and said West line, having a central angle of 87 degrees 40 minutes 31 seconds, and a chord of 261.12 feet, bearing South 07 degrees 25 minutes 08 seconds East to the POINT OF BEGINNING of the herein described easement; said point also being the point of curvature, concave to the Northeast, having a radius of 188.50 feet; thence Southeasterly along said curve and said West line a distance of 54.31 feet, having a central angle of 16 degrees 30 minutes 25 seconds, and a chord of 54.12 feet, bearing South 59 degrees 30 minutes 36 seconds East; thence South 02 degrees 38 minutes 06 seconds East, a distance of 52.81 feet; thence North 57 degrees 07 minutes 13 seconds West, a distance of 44.02 feet; thence North 12 degrees 07 minutes 13 seconds West, a distance of 57.59 feet to the Point of Beginning. Containing 0.046 acres, more or less. Subject to easements of record.

**TOGETHER WITH:**

**Utility Easement “E” Description**

**0.144 Acres**

Part of the Northwest Quarter of Section 4, Township 31 North, Range 13 East of the Second Principal Meridian, St. Joseph Township in Allen County, Indiana, being more particularly described as follows:

Commencing at a Harrison Marker marking the Northwest corner of said Northwest Quarter; thence South 01 degrees 45 minutes 45 seconds East (Indiana Geospatial Coordinate System - Allen County bearing and basis of bearings to follow), a distance of 51.05 feet (50.00 feet deed) to the South right-of-way of Dupont Road; thence North 88 degrees 12 minutes 06 seconds East, a distance of 270.05 feet (280.37 feet deed) along said right-of-way line; thence South 87 degrees 45 minutes 30 seconds East, a distance of 100.24 feet (deed) along said right-of-way line; thence North 84 degrees 14 minutes 00 seconds East, a distance of 100.24 feet (deed) along said right-of-way line; thence North 88 degrees 14 minutes 15 seconds East, a distance of 162.19 feet (deed) along said right-of-way line to the West line of an existing tract described in Document Number 2007070610 in the Office of the Recorder of Allen County, Indiana; thence South 01 degrees 45 minutes 45 seconds East, a distance of 12.34 feet (deed) along said West line to a 5/8” steel rebar with a “Miller Firm #0095” identification cap on the South line of an existing tract described in Document Number 2010042071 in the Office of the Recorder of Allen County, Indiana; thence North 88 degrees 14 minutes 28 seconds East, a distance of 642.00 feet (deed) along said South line to a 5/8” steel rebar with a “Miller Firm #0095” identification cap; thence South 46 degrees 44 minutes 08 seconds East, a distance of 21.22 feet (deed) along said right-of-way line to a 5/8” steel rebar with a “Miller Firm #0095” identification cap; thence North 88 degrees 14 minutes 15 seconds East, a distance of 15.40 feet along said right-of-way line to the West line of a 1.900 acre right-of-way parcel; thence South 01 degrees 45 minutes 45 seconds East, a distance of 143.72 feet along said West line; thence South 10 degrees 32 minutes 47 seconds West, a distance of 121.70 feet along said West line to the point of curvature of a tangent curve, concave to the Northwest, having a radius of 165.50 feet; thence Southwesterly a distance of 74.73 feet along said curve and said West line, having a central angle of 25 degrees 52 minutes 21 seconds, and a chord of 74.10 feet, bearing South 23 degrees 28 minutes 57 seconds West to the point of tangency of said curve; thence South 36 degrees 25 minutes 08 seconds West, a distance of 31.04 feet to the point of curvature of a tangent curve, concave to the East, having a radius of 188.50 feet; thence South a distance of 159.47 feet along said curve, having

a central angle of 48 degrees 28 minutes 22 seconds, and a chord of 154.76 feet, bearing South 12 degrees 10 minutes 57 seconds West; thence continuing along said curve and said West line, said curve being concave to the Northeast, having a radius of 188.50 feet; thence Southeasterly a distance of 79.82 feet along said curve and said West line, having a central angle of 24 degrees 15 minutes 42 seconds, and a chord of 79.22 feet, bearing South 24 degrees 11 minutes 05 seconds East to the point of curvature of a non-tangent curve, concave to the South, having a radius of 18.50 feet; thence Westerly a distance of 25.14 feet along said curve, having a central angle of 77 degrees 52 minutes 09 seconds, and a chord of 23.25 feet, bearing North 75 degrees 15 minutes 00 seconds West to the point of tangency of said curve; thence South 65 degrees 48 minutes 55 seconds West, a distance of 22.54 feet to the point of curvature of a tangent curve, concave to the Southeast, having a radius of 438.50 feet; thence Southwesterly a distance of 52.45 feet along said curve, having a central angle of 06 degrees 51 minutes 10 seconds, and a chord of 52.42 feet, bearing South 62 degrees 23 minutes 20 seconds West to the point of tangency of said curve; thence South 58 degrees 57 minutes 45 seconds West, a distance of 120.85 feet to the West line of an existing tract described in Document Number 2007070610 in the Office of the Recorder of Allen County, Indiana, said point being the POINT OF BEGINNING of the herein described easement; thence North 58 degrees 57 minutes 45 seconds East, a distance of 34.43 feet; thence South 02 degrees 44 minutes 54 seconds East, a distance of 210.09 feet; thence South 60 degrees 40 minutes 04 seconds West, a distance of 33.57 feet to the West line of said Document Number 2007070610; thence North 02 degrees 44 minutes 54 seconds West, a distance of 207.87 feet along said West line; thence North 21 degrees 43 minutes 52 seconds West, a distance of 0.97 feet along said West line to the Point of Beginning. Containing 0.144 acres, more or less. Subject to easements of record.

**TOGETHER WITH:**

**Utility Easement "F" Description**

**0.050 Acres**

Part of the Northwest Quarter of Section 4, Township 31 North, Range 13 East of the Second Principal Meridian, St. Joseph Township in Allen County, Indiana, being more particularly described as follows:

Commencing at a Harrison Marker marking the Northwest corner of said Northwest Quarter; thence South 01 degrees 45 minutes 45 seconds East (Indiana Geospatial Coordinate System - Allen County bearing and basis of bearings to follow), a distance of 51.05 feet (50.00 feet deed) to the South right-of-way of Dupont Road; thence North 88 degrees 12 minutes 06 seconds East, a distance of 270.05 feet (280.37 feet deed) along said right-of-way line; thence South 87 degrees 45 minutes 30 seconds East, a distance of 100.24 feet (deed) along said right-of-way line; thence North 84 degrees 14 minutes 00 seconds East, a distance of 100.24 feet (deed) along said right-of-way line; thence North 88 degrees 14 minutes 15 seconds East, a distance of 162.19 feet (deed) along said right-of-way line to the West line of an existing tract described in Document Number 2007070610 in the Office of the Recorder of Allen County, Indiana; thence South 01 degrees 45 minutes 45 seconds East, a distance of 12.34 feet (deed) along said West line to a 5/8" steel rebar with a "Miller Firm #0095" identification cap on the South line of an existing tract described in Document Number 2010042071 in the Office of the Recorder of Allen County, Indiana; thence North 88 degrees 14 minutes 28 seconds East, a distance of 642.00 feet (deed) along said South line to a 5/8" steel rebar with a

“Miller Firm #0095” identification cap; thence South 46 degrees 44 minutes 08 seconds East, a distance of 21.22 feet (deed) along said right-of-way line to a 5/8” steel rebar with a “Miller Firm #0095” identification cap; thence North 88 degrees 14 minutes 15 seconds East, a distance of 139.07 feet (deed) along said right-of-way line to a 5/8” steel rebar with a “Miller Firm #0095” identification cap; thence South 79 degrees 04 minutes 43 seconds East, a distance of 66.18 feet along said right-of-way line to a 5/8” steel rebar with a “Miller Firm #0095” identification cap; thence South 86 degrees 31 minutes 17 seconds East, a distance of 114.93 feet along said right-of-way line; thence South 48 degrees 49 minutes 35 seconds West, a distance of 8.71 feet; thence South 13 degrees 14 minutes 15 seconds West, a distance of 38.35 feet; thence South 31 degrees 35 minutes 25 seconds West, a distance of 59.86 feet; thence South 13 degrees 14 minutes 15 seconds West, a distance of 33.63 feet to the POINT OF BEGINNING of the herein described easement; thence South 62 degrees 13 minutes 41 seconds East, a distance of 112.25 feet; thence South 27 degrees 46 minutes 19 seconds West, a distance of 20.00 feet; thence North 62 degrees 13 minutes 41 seconds West, a distance of 107.06 feet; thence North 13 degrees 14 minutes 15 seconds East, a distance of 20.66 feet to the Point of Beginning. Containing 0.050 acres, more or less. Subject to easements of record.

**TOGETHER WITH:**

**Utility Easement “H” Description  
0.183 Acres**

Part of the Northwest Quarter of Section 4, Township 31 North, Range 13 East of the Second Principal Meridian, St. Joseph Township in Allen County, Indiana, being more particularly described as follows:

Commencing at a Harrison Marker marking the Northwest corner of said Northwest Quarter; thence South 01 degrees 45 minutes 45 seconds East (Indiana Geospatial Coordinate System - Allen County bearing and basis of bearings to follow), a distance of 51.05 feet (50.00 feet deed) to the South right-of-way of Dupont Road; thence North 88 degrees 12 minutes 06 seconds East, a distance of 270.05 feet (280.37 feet deed) along said right-of-way line; thence South 87 degrees 45 minutes 30 seconds East, a distance of 100.24 feet (deed) along said right-of-way line; thence North 84 degrees 14 minutes 00 seconds East, a distance of 100.24 feet (deed) along said right-of-way line; thence North 88 degrees 14 minutes 15 seconds East, a distance of 162.19 feet (deed) along said right-of-way line to the West line of an existing tract described in Document Number 2007070610 in the Office of the Recorder of Allen County, Indiana; thence South 01 degrees 45 minutes 45 seconds East, a distance of 12.34 feet (deed) along said West line to a 5/8” steel rebar with a “Miller Firm #0095” identification cap on the South line of an existing tract described in Document Number 2010042071 in the Office of the Recorder of Allen County, Indiana; thence North 88 degrees 14 minutes 28 seconds East, a distance of 642.00 feet (deed) along said South line to a 5/8” steel rebar with a “Miller Firm #0095” identification cap; thence South 46 degrees 44 minutes 08 seconds East, a distance of 21.22 feet (deed) along said right-of-way line to a 5/8” steel rebar with a “Miller Firm #0095” identification cap; thence North 88 degrees 14 minutes 15 seconds East, a distance of 115.40 feet along said right-of-way line; thence South 01 degrees 45 minutes 45 seconds East, a distance of 87.95 feet; thence South 23 degrees 30 minutes 17 seconds West, a distance of 159.70 feet; thence South 10 degrees 32 minutes 47 seconds West, a distance of 41.87 feet to the point of curvature of a

tangent curve, concave to the Northwest, having a radius of 215.50 feet; thence Southwesterly along said curve a distance of 97.31 feet, having a central angle of 25 degrees 52 minutes 21 seconds, and a chord of 96.49 feet, bearing South 23 degrees 28 minutes 57 seconds West to the point of tangency of said curve; thence South 36 degrees 25 minutes 08 seconds West, a distance of 31.04 feet to the point of curvature of a tangent curve, concave to the Northeast, having a radius of 138.50 feet; thence Southeasterly along said curve a distance of 381.91 feet, having a central angle of 157 degrees 59 minutes 33 seconds, and a chord of 271.91 feet, bearing South 42 degrees 34 minutes 38 seconds East; thence South 31 degrees 34 minutes 25 seconds East, distance of 50.00 feet to the POINT OF BEGINNING of the herein described easement; thence North 58 degrees 25 minutes 35 seconds East, a distance of 15.00 feet; thence South 31 degrees 34 minutes 25 seconds East, a distance of 20.00 feet; thence South 58 degrees 25 minutes 35 seconds West, a distance of 22.21 feet; thence South 34 degrees 22 minutes 01 seconds East, a distance of 294.25 feet; thence South 55 degrees 52 minutes 05 seconds West, a distance of 15.04 feet to the point of curvature of a tangent curve, concave to the North, having a radius of 10.00 feet; thence Westerly along said curve a distance of 15.67 feet, having a central angle of 89 degrees 45 minutes 54 seconds, and a chord of 14.11 feet, bearing North 79 degrees 14 minutes 58 seconds West to the point of tangency of said curve; thence North 34 degrees 22 minutes 01 seconds West, a distance of 242.81 feet to the point of curvature of a tangent curve, concave to the Northeast, having a radius of 191.00 feet; thence Northwesterly a distance of 38.50 feet along said curve, having a central angle of 11 degrees 33 minutes 00 seconds, and a chord of 38.44 feet bearing North 28 degrees 35 minutes 31 seconds West to a curve, curve being concave to the Southeast, having a radius of 28.50 feet; thence Northeasterly a distance of 40.41 feet along said curve, having a central angle of 81 degrees 14 minutes 36 seconds, and a chord of 37.11 feet bearing North 17 degrees 48 minutes 17 seconds East to the Point of Beginning. Containing 0.183 acres, more or less. Subject to easements of record.

**TOGETHER WITH:**

**Utility Easement “K” Description (also referred to as “Common Area Easement “K” Description”)  
0.035 Acres**

Part of the Northwest Quarter of Section 4, Township 31 North, Range 13 East of the Second Principal Meridian, St. Joseph Township in Allen County, Indiana, being more particularly described as follows:

Commencing at a Harrison Marker marking the Northwest corner of said Northwest Quarter; thence South 01 degrees 45 minutes 45 seconds East (Indiana Geospatial Coordinate System - Allen County bearing and basis of bearings to follow), a distance of 51.05 feet (50.00 feet deed) to the South right-of-way of Dupont Road; thence North 88 degrees 12 minutes 06 seconds East, a distance of 270.05 feet (280.37 feet deed) along said right-of-way line; thence South 87 degrees 45 minutes 30 seconds East, a distance of 100.24 feet (deed) along said right-of-way line; thence North 84 degrees 14 minutes 00 seconds East, a distance of 100.24 feet (deed) along said right-of-way line; thence North 88 degrees 14 minutes 15 seconds East, a distance of 162.19 feet (deed) along said right-of-way line to the West line of an existing tract described in Document Number 2007070610 in the Office of the Recorder of Allen County, Indiana; thence South 01 degrees 45 minutes 45 seconds East, a distance of 12.34 feet (deed) along said West line to a 5/8” steel rebar with a “Miller Firm #0095”

identification cap on the South line of an existing tract described in Document Number 2010042071 in the Office of the Recorder of Allen County, Indiana; thence North 88 degrees 14 minutes 28 seconds East, a distance of 642.00 feet (deed) along said South line to a 5/8" steel rebar with a "Miller Firm #0095" identification cap; thence South 46 degrees 44 minutes 08 seconds East, a distance of 21.22 feet (deed) along said right-of-way line to a 5/8" steel rebar with a "Miller Firm #0095" identification cap; thence North 88 degrees 14 minutes 15 seconds East, a distance of 115.40 feet along said right-of-way line; thence continuing North 88 degrees 14 minutes 15 seconds East, a distance of 23.67 feet along said right-of-way line to a 5/8" steel rebar with a "Miller Firm #0095" identification cap; thence South 79 degrees 04 minutes 43 seconds East, a distance of 66.18 feet along said right-of-way line to a 5/8" steel rebar with a "Miller Firm #0095" identification cap; thence South 86 degrees 31 minutes 17 seconds East, a distance of 114.93 feet along said right-of-way line; thence South 48 degrees 49 minutes 35 seconds West, a distance of 8.71 feet; thence South 13 degrees 14 minutes 15 seconds West, a distance of 38.35 feet; thence South 31 degrees 35 minutes 25 seconds West, a distance of 59.86 feet; thence South 13 degrees 14 minutes 15 seconds West, a distance of 266.49 feet; thence South 33 degrees 52 minutes 15 seconds West, a distance of 139.21 feet; thence South 16 degrees 25 minutes 35 seconds West, a distance of 25.27 feet to the POINT OF BEGINNING of the herein described easement; thence South 13 degrees 24 minutes 50 seconds East, a distance of 92.18 feet to the point of curvature of a non-tangent curve, concave to the Northwest, having a radius of 138.50 feet; thence Southwesterly a distance of 20.03 feet along said curve, having a central angle of 09 degrees 00 minutes 13 seconds, and a chord of 20.01 feet, bearing South 74 degrees 34 minutes 49 seconds West; thence North 13 degrees 24 minutes 50 seconds West, a distance of 58.01 feet; thence North 16 degrees 25 minutes 35 seconds East, a distance of 40.19 feet to the Point of Beginning. Containing 0.035 acres, more or less. Subject to easements of record.