

WARRANTY DEED
AND
GRANT OF MUTUAL NON-EXCLUSIVE
RIGHTS-OF-WAY AND UTILITY EASEMENTS
AND
DECLARATION OF COVENANTS

WOODLAND ESTATES

THIS INDENTURE WITNESSETH that SHARON BREEDEN (Grantor) of Morgan County, State of Indiana, does hereby GRANT, CONVEY, WARRANT, DEDICATE and DECLARE to PERRY D. CRUSE and CYNTHIA L. CRUSE, Husband and Wife, an undivided one-fourth; JOSEPH E. DeHART and NANCY K. DeHART, Husband and Wife, an undivided one-fourth; JOSEPH S. DeHART, an undivided one-fourth; and TROY A. DeHART, an undivided one-fourth, (Grantees) of Morgan and Johnson Counties, State of Indiana, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Morgan County, Indiana, to-wit:

Exhibit A attached and incorporated
in this conveyance

Also known as "WOODLAND ESTATES"
according to a common plan of
development and division into parcels

TOGETHER WITH and SUBJECT TO certain non-exclusive mutual roadway and utility easements which are more particularly described as follows, to-wit:

Exhibit B-1 through and including
Exhibit B-7 attached and incorporated
in this conveyance

for the purpose of providing ingress and egress and public utility service for the various parcels comprising the real estate described in Exhibit A.

ALL SUBJECT TO the following, conditions, restrictions and covenants, all of which shall run with the land and be binding upon the Grantees and their successors in title to the real estate or any part thereof:

1.0 GENERAL PURPOSE.

1.1 The general purpose of these covenants is to preserve the value of the real estate; ensure proper use and appropriate improvement of the real estate; encourage the construction of attractive buildings and other improvements at appropriate locations; prevent haphazard development which may not be in harmony with other improvements; preserve and maintain property setbacks and adequate free space between structures; provide for adequate and proper maintenance so as to ensure a high quality appearance and condition of the real estate; ensure desired high standards; all for the purpose of preserving the values of the parcels comprising WOODLAND ESTATES for the mutual benefit of all the owners. All conditions, restrictions and covenants shall be construed to accomplish the general purpose.

1.2 All easements shall be deemed perpetual and survive the covenants. Nothing herein shall be construed to permit the abrogation of easement rights to the various parcels as covenants running with the lands described. All easements are to be construed as private for the benefit of the various parcel owners and not the general public.

2.0 DEFINITIONS.

2.1 "WOODLAND ESTATES" shall mean and include all the real estate described in Exhibit "A" or any part or parcel thereof.

2.2 "Developer" shall mean and include the Grantees herein, namely, Perry D. Cruse and Cynthia L. Cruse, Husband and Wife; Joseph E. DeHart and Nancy K. DeHart, Husband and Wife; Joseph S. DeHart and Troy A. DeHart, or their designated agent or successor in interest. Upon the sale of all the parcels, the owners association shall be deemed the Developer for the purpose of effectuating these restrictions.

2.3 "Parcel" shall mean any parcel or tract conveyed in WOODLAND ESTATES and may be referred to as "Lot", even though it is not a platted subdivision lot. WOODLAND ESTATES shall be divided into not more than twenty-seven(27) parcels.

2.4 "Owner" or "Owners" shall mean the person, persons or entity holding legal and/or equitable title to any parcel and shall not include any mortgagee. For voting purposes, there shall be one (1) vote per parcel, regardless of the actual number of legal or equitable owners; however, an Owner may have an additional vote for additional parcels owned. The Owners generally are considered to be the residential dwelling owners or purchasers of parcels for residential purposes.

2.5 "Association" shall mean the owners' association of the parcels comprising WOODLAND ESTATES parcel owners. The Association may be, but is not required to be, an incorporated association. The title of the Association shall be "Woodland Estates Association".

2.6 "Easements" shall mean and include all the common roadways for ingress and egress and utility services as applicable.

2.7 "Covenants" shall include all conditions, restrictions and covenants herein and, if appropriate, any easement herein.

2.8 "Board of Managers" or sometimes "Manager" or "Board" shall mean those persons elected to the Woodland Estates Association governing board.

3.0 USE.

3.1 Parcels shall be exclusively for residential purposes only with one single family dwelling per parcel. Adjoining parcels can be combined to construct one dwelling across the common line without regard to side lot lines for the common line.

3.2 No commercial activity, including "home occupations" or professional offices are permitted.

3.3 No auto mechanics, body work or welding for hire, whatsoever, shall be permitted except for personal hobby or repair on motor vehicles licensed to the lot owners (or family member) for personal use and not for resale.

3.4 No inoperable or unlicensed vehicle of any kind may be stored upon the premises not in a garage.

3.5 No mobile home, recreational vehicle, garage, basement or temporary structure or out building shall be used for residential purposes, temporarily or permanently.

3.6 No noxious or offensive activity shall be carried on upon any parcel, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

3.7 No sign of any kind shall be displayed to the public view on any parcel, except one professional sign of not more than one square foot, or sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder or developer to advertise the property during the construction and sales period.

3.8 No parcel shall be used or maintained as dumping ground for rubbish, trash or garbage. Other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and

4.1.3.2.3. Conditions: All parcels shall be kept in a good sanitary condition. All parcels shall be suitably mowed and maintained at all times in good appearance.

4.1.9. No person shall do or permit to be done any activity which could result in pollution, contamination, water, earth disturbance resulting in erosion or any conduct which could result in an activity that may affect water quality or drainage of the area.

4.2. CONSTRUCTION.

4.2.1. Plans for single family residential dwellings and all outbuildings, mini-barns, fences, and other structures, such as a gazebo, structures, patios, swimming pools or swimming pool shall be submitted to the Developer for approval as to whether the design and general environmental harmony of the same with the restrictions. Failure to submit plans in writing within thirty (30) days shall constitute presumptive of approval. All construction shall also be by the approval and permit of the appropriate agency of government.

4.2.2. No one may construct a garage or any other building until he has undertaken construction of an approved dwelling house.

4.2.3. All construction of a residential dwelling and garages shall be new construction.

4.2.4. All dwellings shall contain not less than 7,200 square feet of livable area for a one-story structure and at least 1,400 square feet of living area for more than a one-story structure with no less than 900 square feet of living area on the ground floor, all exclusive of porches, garages, docks and patios. The dwellings shall have no less than two-car or greater than four-car garages.

4.2.5. All dwellings shall be completed on the exterior within six (6) months from the commencement of construction and the site shall be graded, seeded or sodded or landscaped within one (1) year from the initiation of construction, less the Developer shall grant an extension of time in writing for good cause.

4.2.6. Trucks five (5) ton or greater shall be prohibited during periods of thaw or soft ground conditions. Owners are responsible for road damage by their contractors, builders, and suppliers in violation.

5.0 SETBACKS.

No dwelling or accessory structure may be constructed closer than fifteen (15) feet to any parcel line or thirty-five (35) feet from the road frontage unless approved in writing by the Developer for good cause. Eaves, steps, open porches, decks, patios and the like shall not be considered as a part of the structure for setback purposes.

6.0 WATER/SEWAGE SYSTEMS.

All owners shall tap on any utility and water or sewage line or system if available.

All well or water supply systems and all septic or sanitation systems shall be constructed in compliance with the Morgan County Board of Health or other appropriate agency of jurisdiction and the Developer.

7.0 WOODLAND ESTATES ASSOCIATION.

7.1 The Developer shall act as the Association until fifteen (15) parcels shall have been conveyed to Owners, at which time the Woodland Estates Association shall be deemed formed. The Owners shall then elect a Board of Managers consisting of three (3) members. Upon the conveyance of all parcels to Owners, the Board shall succeed to all other duties of the Developer. After the initial election, successor Board members shall be elected for annual terms commencing April 1st and expiring March 31st at an annual meeting on the first Saturday in March of each calendar year. Board members shall serve, however, until a successor shall qualify and be elected. All Board members shall be Owners.

7.2 The Developer shall provide for maintenance in a good, passable, all-weather condition the common roadways until January 21, 1998. Thereafter the Developer, until the Association is effectuated and then, the Board, shall prepare an annual budget for such maintenance and assess each owner one twenty-first (1/27) of the amount so determined for each parcel owned. Notice of assessments shall be mailed to each parcel owner according to the address maintained by the Auditor of Morgan County on or before November 1 of each year and all assessments shall be due and payable January 2nd each year. All assessments shall be equal.

7.3 All assessments not paid within thirty (30) days of due date shall be payable, together with a late charge of two percent (2%) per month, together with attorney fees and costs of collection, and subject to foreclosure and judicial sale. All assessments, late charges and costs shall be a lien upon the delinquent parcel until paid and shall be deemed junior and inferior to any purchase money mortgage.

7.4 The Developer may proscribe reasonable rules for the use of the common roadways until the Association is effectuated and thereafter it shall be the responsibility of the Board to proscribe such rules.

7.5 The Developer shall also make the ordinary and necessary daily decisions until the Association is effectuated, at which time the Board or its designee shall make such decisions.

After formation of the Association, in the event of a dispute arising from the maintenance, repair and upkeep of the common roadways, any voting member, upon giving notice in writing designating a time and place not less than seven (7) days from date

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of notice, which time may be shortened in case of dire emergency, a meeting of the Owners shall be held, at which meeting, by a majority vote, such dispute shall be resolved.

7.6 Neither the Developer nor the Board shall be held personally liable in the discharge of their duties except for willful and wanton misconduct. There may be included in the maintenance budget a sufficient sum to provide insurance from liability in favor of the Developer or Board, as well as public liability and property damage insurance covering all voting members for liabilities incurred by reason of common roadway usage or ownership.

8) GENERAL PROVISIONS.

8.1 These covenants shall be deemed perpetual.

8.2 Enforcement of these covenants and restrictions is reserved to the Developer and to the owners of real estate within WOODLAND ESTATES by injunction, together with the right to cause non-conforming or non approved structures to be removed by process of law. Violation of any covenant or restriction shall not result in forfeiture or reversion of title. Failure to enforce a particular provision or prosecute a particular violation shall not be construed as a waiver of the right of enforcement. The invalidity of a particular covenant or restriction shall not invalidate any remaining covenant or restriction.

8.3 As to any legal or equitable proceeding for the enforcement of, or to restrain the violation of these covenants, if the party bringing such action is successful in obtaining any remedy against any defaulting or breaching owner, such defaulting or breaching owner shall pay the reasonable attorney fees of such successful party, in such amount as may be fixed by the court in such proceeding; or the parties, by agreement, may fix the payment of appropriate attorney fees should any issue be resolved without court determination.

8.4 The Developer, or the Association as their successor, does not warrant the condition of the roads.

8.5 These covenants and easements may be incorporated in subsequent conveyances by reference to the recordation hereof.

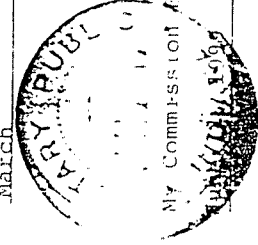
IN WITNESS WHEREOF, Grantor has executed this Deed of conveyance this 5th day of March, 1996.


SHARON BREEDEN

STATE OF INDIANA)
) SS:
COUNTY OF MORGAN)

Before me, a Notary Public in and for said County and State, personally appeared SHARON BREEDEN, who acknowledged the execution of the foregoing deed of conveyance to be her voluntary act and deed for the use and purposes expressed therein and who, being duly sworn, stated the representations contained therein to be true.

WITNESS my hand and Notarial Seal this 5th day of March, 1996.



(Signature) Judith L. St. John
(Printed) Judith L. St. John
Notary Public
Residing in Morgan County, IN

Address for tax statements:
1495 Bain Road
Martinsville, IN 46151

This instrument prepared by:

Ralph M. Foley
Attorney at Law.
FOLEY, FOLEY & PEDEEN
60 East Morgan Street
Martinsville, IN 46151

Part of the Southeast Quarter of the Northwest Quarter and part of the Southwest Quarter of the Northwest Quarter, and part of the Northeast Quarter of the Southwest Quarter, and part of the Northwest Quarter of the Southwest Quarter of Section 22, Township 11 North, Range 2 East, Morgan County, Indiana, described as follows:

Commencing at a stone which marks the southeast corner of the Southeast Quarter of the Northwest Quarter; thence North no degrees 16 minutes 21 seconds West (assumed bearing), with the east line of the quarter-quarter, 360.44 feet to an iron pin and the POINT OF BEGINNING of the parcel herein described; thence continuing with said east line, North no degrees 16 minutes 21 seconds West, 922.20 feet to an iron pin which marks the northeast corner of the quarter-quarter; thence South 89 degrees 45 minutes 23 seconds West, with the north line of the quarter-quarter, 1309.74 feet to a stone which marks the northwest corner of the Southeast Quarter of the Northwest Quarter, the same point being the northeast corner of the Southwest Quarter of the Northwest Quarter; thence North 89 degrees 22 minutes 10 seconds West, with the north line of the Southwest Quarter of the Northwest Quarter, 356.35 feet to an iron pin; thence South no degrees 10 minutes 11 seconds West, parallel with the east line of the quarter-quarter, 827.43 feet to an iron pin; thence North 89 degrees 16 minutes 44 seconds East, 208.67 feet to an iron pin; thence South no degrees 12 minutes 43 seconds East, into the Northwest Quarter of the Southwest Quarter, 1003.27 feet to an iron pin in the center of an existing road; thence with the mean center of said road for the following six (6) courses: 1) along an arc concaved northerly, having a radius of 465.68 feet, a central angle of 09 degrees 26 minutes 29 seconds, a chord bearing North 72 degrees 29 minutes 51 seconds East, 76.65 feet, an arc distance of 76.64 feet to an iron pin; 2) North 67 degrees 46 minutes 37 seconds East, 76.47 feet to an iron pin on the west line of the Northeast Quarter of the Southwest Quarter; 3) North 69 degrees 50 minutes 39 seconds East, 27.93 feet to an iron pin; 4) South 82 degrees 59 minutes 54 seconds East, 54.78 feet to an iron pin; 5) South 67 degrees 10 minutes 18 seconds East, 42.54 feet to an iron pin; 6) South 56 degrees 58 minutes 10 seconds East, 599.98 feet to an iron pin; thence North no degrees no minutes 29 seconds East, into the Southeast Quarter of the Northwest Quarter, 1163.44 feet to an iron pin; thence North 89 degrees 16 minutes 21 seconds East, 694.07 feet to the Point of Beginning, containing 53.194 acres more or less, as per survey dated December 28, 1995 by Ross Holloway, Registered Land Surveyor No. S0530

ALSO: The Northwest Quarter of the Northwest Quarter of Section 22, Township 11 North, Range 2 East, Morgan County, described as follows: BEGINNING at a stone which marks the southeast corner of the Northwest Quarter of the Northwest Quarter; thence North no degrees 13 minutes 06 seconds West (assumed bearing), with the east line of the quarter-quarter, 1354.02 feet to a brass tablet in limestone monument which marks the northeast corner of the quarter; thence South 89 degrees 47 minutes 28 seconds West, with the north line of the quarter-quarter; 1308.32 feet to a stone which marks the northwest corner of the quarter-quarter; thence South no degrees 16 minutes 06 seconds West, with the west line of the quarter-quarter, 1334.73 feet to a stone which marks the southwest corner of the quarter-quarter; thence South 89 degrees 22 minutes 10 seconds East, with the south line of the quarter-quarter, 1319.80 feet to the Point of Beginning. Containing 40.553 acres, more or less, and subject to any rights-of-way, easements or restrictions of record or observable. As per survey dated February 11, 1996 by Ross Holloway, Registered Land Surveyor No. S0530.

EXHIBIT A

DESCRIPTION OF 50 FOOT WIDE
ACCESS AND UTILITY EASEMENT NUMBER ONE (1)

An access and utility easement, fifty (50) feet in width, twenty-five (25) feet each side of the centerline of an existing roadway, lying in the Northeast Quarter of the Southwest Quarter of Section 22, Township 11 North, Range 2 East, Morgan County, Indiana, the centerline of the easement being described as follows:

Commencing at a stone which marks the northeast corner of the above-captioned quarter-quarter; thence South 89 degrees 16 minutes 21 seconds West (assumed bearing), with the north line of the quarter-quarter, 478.49 feet to an iron pin; thence South no degrees no minutes 29 seconds West, parallel with the east line of the quarter-quarter, 907.09 feet to an iron pin in the center of State Road Number 252 and the POINT OF BEGINNING of the easement herein described; thence with the center of an existing roadway, formerly called the Old Martinsville to Morgantown Road, for the following five (5) courses: 1) North 55 degrees 50 minutes 33 seconds West, 262.61 feet to an iron pin; 2) North 56 degrees 58 minutes 10 seconds West, 599.98 feet to an iron pin; 3) North 57 degrees 10 minutes 18 seconds West, 42.54 feet to an iron pin; 4) North 82 degrees 59 minutes 54 seconds West, 54.78 feet to an iron pin; 5) South 69 degrees 50 minutes 39 seconds West, 27.93 feet to an iron pin on the west line of the quarter-quarter and the terminus of the easement.

The purpose of this easement is to provide access across an existing road (formerly known as the Old Martinsville to Morgantown Road) from State Road 252 to a 70.624 acre parcel, as described in Deed Record 204 page 294. The sides of the easement shall be lengthened or shortened to intersect the boundaries of said 70.624 acre parcel.

EXHIBIT B-1

DESCRIPTION OF 25 FOOT WIDE
ACCESS AND UTILITY EASEMENT NUMBER TWO (2)

An access and utility easement, twenty-five (25) feet in width, lying in the Northwest Quarter of the Southwest Quarter of Section 22, Township 11 North, Range 2 East, Morgan County, Indiana, said easement lying along and north of the following described line:

Commencing at a stone which marks the northeast corner of the Northeast Quarter of the Southwest Quarter of Section 22; thence South 89 degrees 16 minutes 21 seconds West (assumed bearing), with the north line of the quarter-quarter, 478.49 feet to an iron pin; thence South no degrees no minutes 29 seconds West, parallel with the east line of the quarter-quarter, 907.09 feet to an iron pin in the center of State Road Number 252 and the point of beginning of a fifty (50) foot wide access and utility easement (Easement Number One (1)); thence with the center of an existing roadway, formerly called the Old Martinsville to Morgantown Road, and the centerline of Access and Utility Easement Number One (1) for the following five (5) courses: 1) North 55 degrees 50 minutes 33 seconds West, 262.61 feet to an iron pin; 2) North 56 degrees 58 minutes 10 seconds West, 599.98 feet to an iron pin; 3) North 67 degrees 10 minutes 18 seconds West, 42.54 feet to an iron pin; 4) North 82 degrees 59 minutes 54 seconds West, 54.78 feet to an iron pin; 5) South 69 degrees 50 minutes 39 seconds West, 27.93 feet to an iron pin on the west line of the quarter-quarter and the terminus of Access and Utility Easement Number One (1), said point being the POINT OF BEGINNING of the access and utility easement herein described; continuing with the centerline of said roadway for the following three (3) courses: 1) South 67 degrees 46 minutes 37 seconds West, 76.47 feet to an iron pin; 2) along a curve concaved northerly, having a radius of 465.68 feet, a central angle 15 degrees 19 minutes 10 seconds, a chord bearing South 75 degrees 26 minutes 12 seconds West, 124.14 feet, an arc distance of 124.51 feet to an iron pin; 3) along a curve concaved southeasterly, having a radius of 297.55 feet, a central angle of 35 degrees 30 minutes 38 seconds, a chord bearing South 65 degrees 20 minutes 28 seconds West, 181.47 feet, an arc distance of 184.41 feet to an iron pin and the terminus of the easement.

DESCRIPTION OF 50 FOOT WIDE
ACCESS AND UTILITY EASEMENT NUMBER THREE (3)

An access and utility easement, fifty (50) feet in width, lying in the Northeast Quarter of the Southwest Quarter and in the Southeast Quarter of the Northwest Quarter of Section 22, Township 11 North, Range 2 East, Morgan County, Indiana, said easement lying along and east of the following described line:

Commencing at a stone which marks the northeast corner of the above-captioned Northeast Quarter of the Southwest Quarter; thence South 89 degrees 16 minutes 21 seconds West (assumed bearing); thence the north line of the quarter-quarter, 478.49 feet to an iron pin; thence South no degrees no minutes 29 seconds West, parallel with the east line of the quarter-quarter, 907.09 feet to an iron pin in the center of State Road Number 252 and the point of beginning of a fifty foot wide access and utility easement (Easement Number One (1)); thence with the center of said easement and in an existing roadway for the following two (2) courses; 1) North 55 degrees 50 minutes 33 seconds West, 262.61 feet to an iron pin; 2) North 56 degrees 58 minutes 10 seconds West, 499.91 feet to an iron pin and the POINT OF BEGINNING of the easement herein described; thence North 29 degrees 39 minutes 01 seconds West, 290.77 feet to an iron pin; thence North 06 degrees 29 minutes 14 seconds East, 191.37 feet to an iron pin; thence North 18 degrees no minutes 07 seconds West, into the Southeast Quarter of the Northwest Quarter, 265.94 feet to an iron pin on the west line of the quarter-quarter; thence North 15 degrees 10 minutes 25 seconds East, 202.94 feet to an iron pin; thence North 38 degrees 31 minutes 21 seconds East, 166.99 feet to an iron pin; thence North 32 degrees 08 minutes 07 seconds East, 120.17 feet to an iron pin; thence North no degrees 21 minutes 18 seconds East, 218.28 feet to an iron pin; thence North 08 degrees 49 minutes 27 seconds East, 209.64 feet to an iron pin; thence North 19 degrees 13 minutes 17 seconds East, 309.66 feet to an iron pin on the north line of the Southeast Quarter of the Northwest Quarter and the terminus of the easement.

The sides of the easement shall be lengthened or shortened to intersect the north line of the Southeast Quarter of the Northwest Quarter of Section 22.

EXHIBIT B-3

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An access and utility easement, fifty (50) feet in width, lying in the Southwest Quarter of the Northwest Quarter and in the Southeast Quarter of the Northwest Quarter of Section 22, Township 11 North, Range 2 East, Morgan County, Indiana, said easement lying along and south of the following described line:

Commencing at a stone which marks the northeast corner of the Northeast Quarter of the Southwest Quarter of Section 22; thence South 89 degrees 16 minutes 21 seconds West (assumed bearing), with the north line of the quarter-quarter, 478.49 feet to an iron pin; thence South no degrees no minutes 29 seconds West, parallel with the east line of the quarter-quarter, 907.09 feet to an iron pin in the center of State Road Number 252 and the point of beginning of a fifty foot wide access and utility easement (Easement Number One (1); thence with the center of said easement and in an existing roadway for the following two (2) courses; 1) North 55 degrees 50 minutes 33 seconds West, 262.61 feet to an iron pin; 2) North 56 degrees 58 minutes 10 seconds West, 499.91 feet to an iron pin and the point of beginning of a fifty foot wide access and utility easement (Easement Number Three (3); thence with the west line of said easement for the following nine (9) courses; 1) North 29 degrees 39 minutes 01 seconds West, 290.77 feet to an iron pin; 2) North 06 degrees 29 minutes 14 seconds East, 191.37 feet to an iron pin; 3) North 18 degrees no minutes 07 seconds West, into the Southeast Quarter of the Northwest Quarter, 265.94 feet to an iron pin on the west line of the quarter-quarter; 4) North 15 degrees 10 minutes 25 seconds East, 202.94 feet to an iron pin; 5) North 38 degrees 31 minutes 21 seconds East, 166.99 feet to an iron pin; 6) North 32 degrees 08 minutes 07 seconds East, 120.17 feet to an iron pin; 7) North no degrees 21 minutes 18 seconds East, 218.28 feet to an iron pin; 8) North 08 degrees 49 minutes 27 seconds East, 209.64 feet to an iron pin; 9) North 19 degrees 13 minutes 17 seconds East, 309.66 feet to an iron pin on the north line of the Southeast Quarter of the Northwest Quarter and the POINT OF BEGINNING of the easement herein described; thence South 89 degrees 45 minutes 23 seconds West, with the north line of the Southeast Quarter of the Northwest Quarter, 353.26 feet to a stone which marks the northeast corner of the Southwest Quarter of the Northwest Quarter; thence North 89 degrees 22 minutes 10 seconds West, with the north line of the Southwest Quarter of the Northwest Quarter, 356.35 feet to an iron pin and the terminus of the easement.

EXHIBIT B-4

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A. access and utility easement, fifty (50) feet in width, twenty-five (25) feet each side of centerline, lying in the Southeast Quarter of the Northwest Quarter of Section 22, Township 11 North, Range 2 East, Morgan County, Indiana, the centerline of the easement being described as follows:

Commencing at a stone which marks the northeast corner of the Northeast Quarter of the Southwest Quarter of Section 22; thence South 89 degrees 16 minutes 21 seconds West (assumed bearing), with the north line of the quarter-quarter, 478.49 feet to an iron pin; thence South no degrees no minutes 29 seconds West, parallel with the east line of the quarter-quarter, 907.09 feet to an iron pin in the center of State Road Number 252 and the point of beginning of a fifty foot wide access and utility easement (Basement Number One (1)); thence with the center of said easement and in an existing roadway for the following two (2) courses; 1) North 55 degrees 50 minutes 33 seconds West, 262.61 feet to an iron pin; 2) North 56 degrees 58 minutes 10 seconds West, 499.91 feet to an iron pin and the point of beginning of a fifty foot wide access and utility easement (Basement Number Three (3)); thence with the west line of said easement for the following eight (8) courses; 1) North 29 degrees 39 minutes 01 seconds West, 290.77 feet to an iron pin; 2) North 06 degrees 29 minutes 14 seconds East, 191.37 feet to an iron pin; 3) North 18 degrees no minutes 07 seconds West, into the Southeast Quarter of the Northwest Quarter, 265.94 feet to an iron pin on the west line of the quarter-quarter; 4) North 15 degrees 10 minutes 25 seconds East, 202.94 feet to an iron pin; 5) North 38 degrees 31 minutes 21 seconds East, 166.99 feet to an iron pin; 6) North 32 degrees 08 minutes 07 seconds East, 120.17 feet to an iron pin; 7) North no degrees 21 minutes 18 seconds East, 218.28 feet to an iron pin; 8) North 08 degrees 49 minutes 27 seconds East, 209.64 feet to an iron pin and the POINT OF BEGINNING of the easement herein described; thence North 89 degrees 45 minutes 23 seconds East, 120.67 feet to the terminus of the easement.

EXHIBIT B-5

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An access and utility easement, twenty-five (25) feet in width, lying in the Northwest Quarter of the Northwest Quarter of Section 22, Township 11 North, Range 2 East, Morgan County, Indiana, said easement lying along and north of the following described line:

BEGINNING at a stone which marks the southeast corner of the Northwest Quarter of the Northwest Quarter; thence North 89 degrees 22 minutes 10 seconds West, with the south line of the quarter-quarter, 125.38 feet to an iron pin and the terminus of the easement.

The sides of the easement shall be lengthened or shortened to intersect the sides of Easement Number Seven (7) as shown and described hereon.

EXHIBIT B-6

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An access and utility easement, fifty (50) feet in width, twenty-five (25) feet each side of centerline, lying in the Northwest Quarter of the Northwest Quarter of Section 22, Township 11 North, Range 2 East, Morgan County, Indiana, the centerline of said easement being described as follows:

Commencing at a stone which marks the southeast corner of the Northwest Quarter of the Northwest Quarter; thence North 89 degrees 22 minutes 10 seconds West, with the south line of the quarter-quarter, 185.38 feet to an iron pin and the POINT OF BEGINNING of the easement herein described; thence North 23 degrees 45 minutes 42 seconds West, 311.32 feet to an iron pin; thence North 06 degrees 04 minutes 16 seconds East, 304.28 feet to an iron pin; thence North 16 degrees 54 minutes 15 seconds East, 105.85 feet to an iron pin; thence North 35 degrees 07 minutes no seconds West, 60.65 feet to an iron pin; thence North 14 degrees 30 minutes 25 seconds East, 262.11 feet to an iron pin; thence North 37 degrees 44 minutes 24 seconds East, 70.81 feet to an iron pin; thence North 44 degrees 23 minutes 46 seconds West, 387.22 feet to an iron pin; and 25.00 feet south of the north line of the quarter-quarter, parallel with 491.88 feet to an iron pin; thence South 13 degrees 26 minutes 15 seconds West, 152.12 feet to an iron pin; thence South 37 degrees 08 minutes 04 seconds West, 155.59 feet to an iron pin; thence South 08 degrees 01 minutes 51 seconds East, 290.38 feet to an iron pin; thence South 26 degrees 03 minutes 25 seconds West, 241.86 feet to an iron pin; thence South 04 degrees 21 minutes 15 seconds West, 185.08 feet to an iron pin; thence North 77 degrees 51 minutes 33 seconds East, 200.00 feet to the terminus of the easement.

RECORDED
March 7 1996
1:32 P.
Shirley K. Kintell

DULY ENTERED FOR TAXATION

MAR 7 1996

Rosemary Adams
Auditor, Morgan County

EXHIBIT B-7

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