

6.00 feet to the POINT OF
ct to the right of way of Syc
asements of record.

1488

Coords. of the NE cor. Sec. 10 with my Magellan GPS.

39°45'36".8 N.

86°30'17".2 W.



Oxford Pendaflex
CORPORATION

STOCK No. 7521/3

• • • •

MADE IN U.S.A.

2, 3, 10, & 11-15-1W County Home Land

N89° 37'18"E 1319.67'

NORTH LINE E 1/2 SW 1/4

NE COR. SW 1/4
SEC. 2-T15N-R1W
1 1/2" IRON PIPE
FOUND PER
REFERENCE TIES

LAND DESCRIPTION

That portion of the West Half of the Southwest Quarter of Section 2, Township 15 North, Range 1 West of the Second Principal Meridian, Hendricks County, Indiana, described as follows:

Considering the East line of the West Half of said Southwest Quarter as bearing South 00 degrees 00 minutes 00 seconds East with all bearings contained herein being relative thereto.

Commencing at a Hendricks County Surveyor's Monument found marking the Northwest corner of said Southwest Quarter; thence North 89 degrees 37 minutes 18 seconds East along the North line of said Southwest Quarter 1002.92 feet to a MAG nail with "LS29800001" tag set at the POINT OF BEGINNING; thence continue North 89 degrees 37 minutes 18 seconds East along said North line 236.75 feet to a 5/8 inch rebar with "BANNING ENG LS29800001" cap (herein referred to as "rebar") set at a point being 80.00 feet westerly of and perpendicular to the East line of the West Half of said Southwest Quarter; thence South 00 degrees 00 minutes 00 seconds East parallel with said East line 466.00 feet to a rebar set; thence South 89 degrees 37 minutes 18 seconds West parallel with said North line 236.75 feet to a rebar set; thence North 00 degrees 00 minutes 00 seconds West parallel with said East line 466.00 feet to the POINT OF BEGINNING, containing 2.533 acres, more or less, subject to the right of way of Sycamore Lane and any other legal highways, rights of way, and easements of record.

SURVEYOR'S REPORT

In accordance with 865 IAC 1.1-12-1 et seq. the following observations, opinions, and comments are declared regarding the uncertainty in the locations of lines and corners found or established by a survey as a result of the availability and condition of reference monuments, lines of occupation and/or possession, clarity or ambiguity of record descriptions of the subject property and the adjoining properties, and the theoretical uncertainty of the measurements. The theoretical uncertainty of measurements for this survey is exceeds the requirements for a Class "C" survey (+/- 0.50 feet) in accordance with the IAC.

The purpose of this survey was to perform an original boundary survey on a portion of the land of the Board of Commissioner of Hendricks County. The size and configuration of the subject parcels as determined by the client based on information shown the site plans for the Hendricks Community Hospital Senior Center (Banning Engineering Job #99-300). Information and data used to perform this survey includes, but is not limited to, the following: the current and plats deeds of record of the subject property and the adjoining properties, section corner reference ties and historical records from the Hendricks County Surveyor's Office, Auditor's maps, a boundary survey of record within the vicinity of the subject parcel by the Parsons, Cunningham and Shartle Engineers, Inc., and monuments and physical evidence found as shown on the plat of the survey.

The section corners used to perform this survey were the corners of the Southwest Quarter of Section 2, Township 15 North, Range 1 West. The Northwest corner of the Southwest Quarter was marked by a Hendricks County Surveyor's Monument found on the pavement surface per reference ties. A 1-1/2 inch iron pipe was found at the Northeast corner of the Southwest Quarter at ground surface per reference ties. The location of the Southeast corner was computed and found based on existing reference marks found per reference ties. At the Southwest corner, a stone was found with a cut "+" mark. The monument was found at ground surface per reference ties. The Northeast and Southeast corners of the West Half of the Southwest Quarter were calculated and established by aliquot subdivision. A 5/8 inch rebar was found at said Northeast corner in good condition. The origin of this monument is unknown.

The north line of the subject parcel is the north line of the Southwest Quarter Section, subject to the right of way of Sycamore Lane. No dedication of right of way was found for Sycamore Lane and its true width is unknown at this time. The east, south, and west lines of the parcel are as determined, described, and monumented with this survey. The east line of the parcel was established at a point 80.00 feet west of the East line of the West Half of the Southwest Quarter at the request of the client to allow for future Hendricks Community Hospital access to said Sycamore Lane.

No overlaps or gaps by deed exist between the subject parcel and the adjoining lands.

EAST LINE SW 1/4

2670.06'

S00° 04'05"W

Designed:	Sym.	Revisions	Date
Drawn: DHZ			
Checked: BLH			
Scale: 1"=40'			
Date: 6/26/00			

BOUNDARY SURVEY PREPARED FOR
HENDRICKS COMMUNITY HOSPITAL
PART OF SW 1/4 SEC. 2-T15N-R1W
HENDRICKS COUNTY, INDIANA

ABLE TV PEDESTAL
D TELE. LINE
W/CONC. BASE
ANSFORMER
D GAS LINE
OLE
R LINE

D CABLE TV LINE
D FENCE POST
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WITH
1" CAP SET
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1" TAG SET
Y

The purpose of this survey was to perform an original boundary survey on a portion of the land of the Board of Commissioner of Hendricks County. The size and configuration of the subject parcel is as determined by the client based on information shown the site plans for the Hendricks Community Hospital Senior Center (Banning Engineering Job #99-300). Information and data used to perform this survey includes, but is not limited to, the following: the current and plats deeds of record of the subject property and the adjoining properties, section corner reference ties and historical records from the Hendricks County Surveyor's Office, Auditor's maps, a boundary survey of record within the vicinity of the subject parcel by the Parsons, Cunningham and Shartle Engineers, Inc., and monuments and physical evidence found as shown on the plat of the survey.

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No overlaps or gaps by deed exist between the subject parcel and the adjoining lands.
See the survey plat for any physical evidence of lines of possession.

The subject parcel is a portion of a 20 acre parcel of land dedicated to the Board of Trustees of Hendricks County Hospital for hospital facilities and use. See Miscellaneous Record 57, Pages 4-5 for further information regarding said dedication.

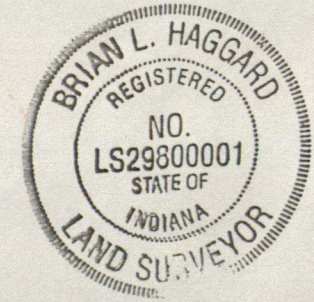
The subject parcel appears to be classified as Zone "C" (areas of minimal flooding) per Flood Insurance Rate Map (FIRM) for the Town of Danville, Hendricks County, Indiana, community panel 180088 0001 B, effective date November 15, 1979, Federal Emergency Management Agency, Federal Insurance Administration. Per said FIRM, this parcel does not appear to lie in the boundary of the 100-year flood area. The accuracy of any flood hazard statement is subject to map scale uncertainty.

SURVEYOR'S CERTIFICATE

I, Brian L. Haggard, a Registered Land Surveyor in the State of Indiana, hereby state that, to the best of my information, knowledge, and belief, this document is true and correct and represents a survey as completed under my direct supervision.

Date: 06-26-00

Brian L. Haggard *Brian L. Haggard*
RLS No. LS29800001
State of Indiana



SE COR. SW 1/4
SEC. 2-T15N-R1W
CALCULATED BY
REFERENCE TIES

SOUTH LINE E 1/2 SW 1/4

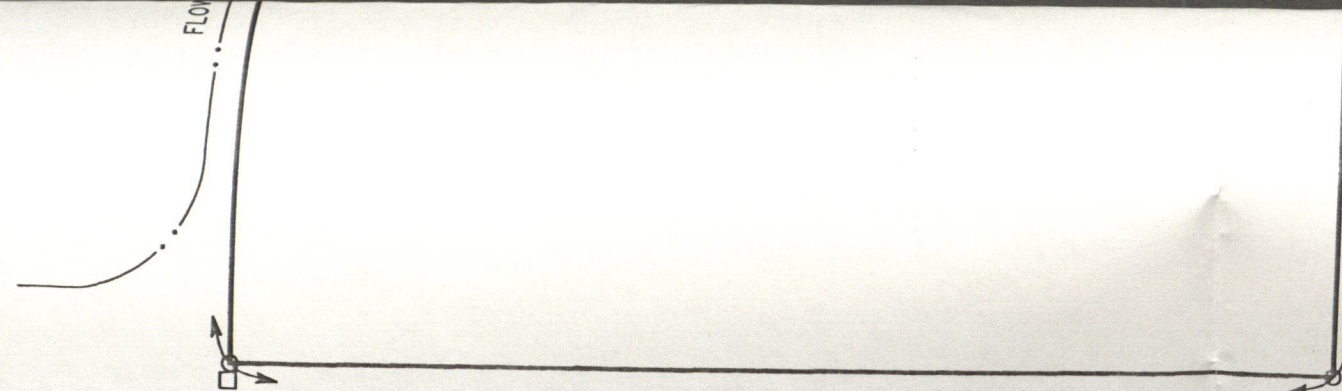
S00° 04' 05" W 2670.06'

BOUNDARY
HENDRICKS
PART OF S
HENDRI

BANNING
ENGINEERING
698 TOWER ROAD, SUITE #100
PLAINFIELD, IN 46168
BUS. (317) 839-2581, FAX (317) 838-9171
E-MAIL banning@banning-eng.com

Project No: 00-067
Sheet No:

N00° 04'07"W



S89° 37'18"W 236.75'

BOARD OF
COMMISSIONERS OF
HENDRICKS COUNTY
D.R. 79, PG. 203

NOTE: ALL IMPROVEMENTS
ON THE PARCEL ARE NOT SHOWN

EAST LINE W 1/2 SW 1/4

S00° 00'00"E
(ASSUMED BEARING)

LOT 4

LOT 3



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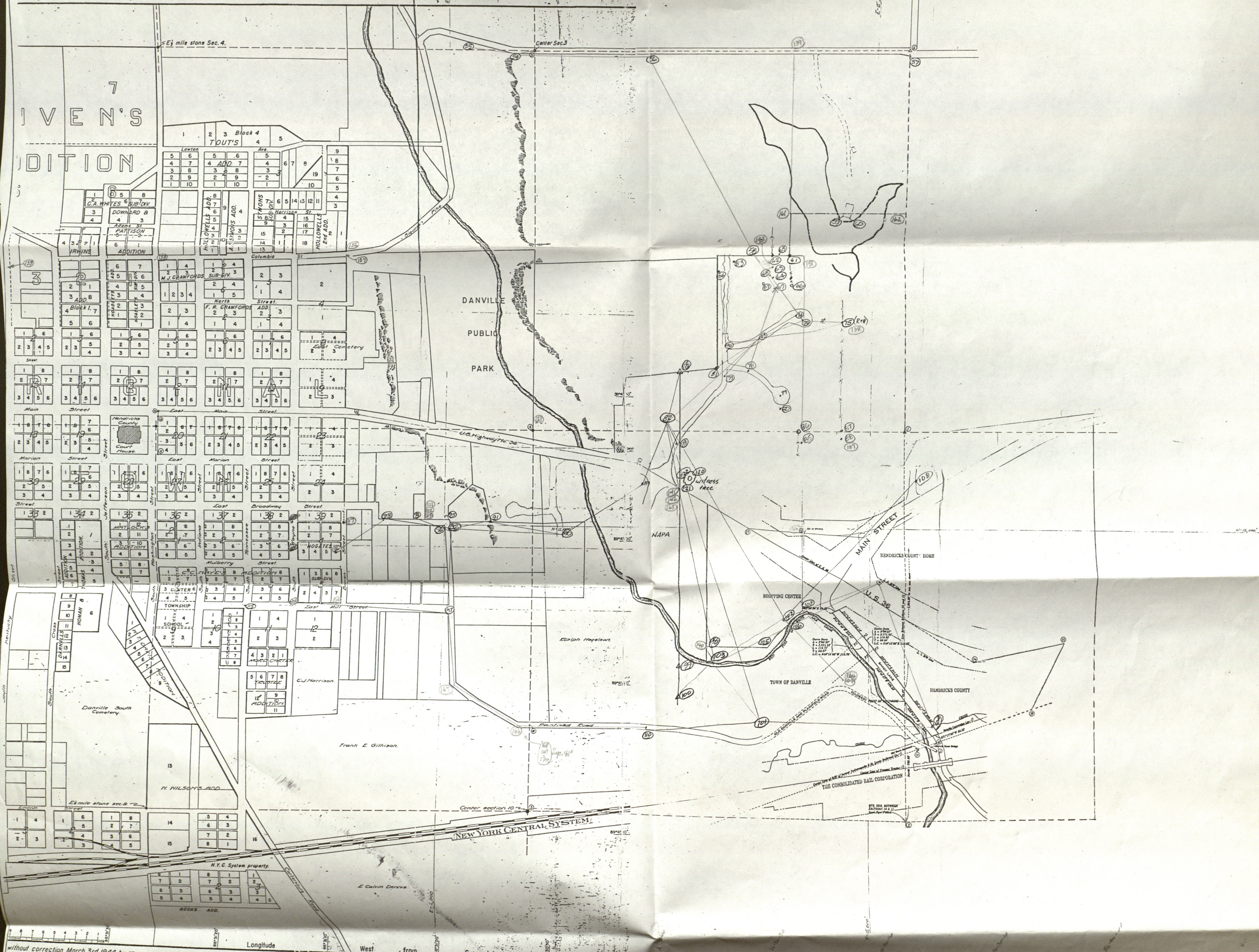
SW COR. SW 1/4
SEC. 2-T15N-R1W
STONE WITH "+"
FOUND PER
REFERENCE TIES

SOUTH LINE W 1/2 SW 1/4

N89° 54'52"W 1316.47'

SE COR. W 1/2 SW 1/4
SEC. 2-T15N-R1W
CALCULATED BY
ALIQOT SUBDIVISION

- TELE. OR C
- UNDERGROU
- POWERPOLE
- LIGHT POLE
- ELECTRIC T
- UNDERGROU
- STORM INLE
- STORM MAN
- STORM SEW
- FLOW LINE
- FENCE LINE
- UNDERGROU
- MAILBOX
- 4" X 4" WO
- DECIDOUS T
- 5/8" REBAR
- "LS 298000
- MAG NAIL
- "LS 298000
- RIGHT OF W



No. 9

Duly Entered for Taxation this 1st (5)

STATE OF INDIANA)
COUNTY OF HENDRICKS) SS:

day of February 19 90

Mary Jane Russell

9970

Auditor Hendricks County

AFFIDAVIT OF SURVIVORSHIP BY SURVIVING
SPOUSE AND SURVIVING TENANT BY THE ENTIRETIES BOOK 120 PAGE 629

Comes now Berniece E. Dugan, who being first duly sworn upon her oath, states as follows:

1. That your affiant is the owner in fee simple absolute of an undivided one-half (1/2) interest of the following described parcel of real estate located in Hendricks County, Indiana, and more fully described as follows, to-wit:

Part of the East half of the Southwest quarter of Section 2, Township 15 North, Range 1 West, Hendricks County, Indiana. Beginning at a point on the West line of said half quarter section, distant 2490.8 feet south of the Northwest corner thereof, said point being on the Northerly line of U.S. Highway 36; thence in an easterly direction along the North line of said highway a distance of 213.2 feet; thence North parallel to the West line 300 feet; thence in a Westerly direction parallel to the North line of Highway 36 a distance of 213.2 feet to the West line of said half quarter section; thence South along said West line 300 feet to the point of beginning. Containing in all 1.45 acres, more or less; subject to legal highways and/or rights-of-way.

ALSO:
Part of the East half of the Southwest quarter of Section 2, Township 15 North, Range 1 West, Hendricks County, Indiana. Commencing at a point on the West line of said half quarter section distant 2,113.1 feet South of the Northwest corner thereof, said point being the beginning point of this description, continue thence South 77.5 feet to a point, thence in a Northeasterly direction 213.2 feet to a point; thence in a Northerly direction 36 feet to a point; thence in a Westerly direction 207.7 feet to the place of beginning. Containing 0.27 acres, more or less.

Common Address: 1280 East Main Street, Danville, IN 46122

2. That your affiant is the owner in fee simple absolute of the following described parcel of real estate located in Hendricks County, Indiana, and more fully described as follows, to-wit:

Part of the Southwest Quarter of the Southwest Quarter of Section 12, Township 15 North, Range 2 West, beginning at the Southeast corner of the Southwest Quarter of said section; thence bearing North 90 degrees 00 minutes 00 seconds West (assumed bearing) and running on and along the South Quarter Section line for a distance of 33.00 feet to a point; thence bearing North 0 degrees 25 minutes 00 seconds West for a distance of 600.00 feet to a point; thence bearing North 90 degrees 00 minutes 00 seconds West parallel to the South line of the Quarter Section for a distance of 287.00 feet to a point; thence bearing North 0 degrees 25 minutes 00 seconds West for a distance of 710.00 feet to a point; thence bearing North 90 degrees 00 minutes 00 seconds East parallel to the South line of the Quarter Section for a distance of 320.00 feet to a point on the East line of said Quarter Section; thence bearing South 0 degrees 25 minutes 00 seconds East running on and along said East Quarter Section line for a distance of 1310.00 feet to the point of beginning. Subject to all easements, restrictions and rights-of-way.

ENTERED FOR RECORD

FEB 1 1990 PAGE 629-31

Berniece E. Dugan
HENDRICKS COUNTY DEPT. CLERK

No 8

203/484 Grantee: Professional Park, Inc.

of Hendricks County, in the State of Indiana
for the sum of One dollar and other valuable consideration
the receipt of which is hereby acknowledged, the following REAL ESTATE, in Hendricks

County, in the State of Indiana, to wit: Part of the East half of the Southwest quarter of Section 2, Township 15 North, Range 1 West in Hendricks County, Indiana, bounded and described as follows, to-wit:
Commencing at a point in the west line of said half quarter section 1813.1 feet south of the northwest corner thereof; thence south 300 feet to a point; thence in an easterly direction, along the north line of a tract of land described in Deed Record 190 page 154, 207.7 feet to a point; thence in a northerly direction, parallel to the west line of said half quarter section 300 feet to a point; thence in a westerly direction 207.7 feet to the point of beginning, estimated to contain 1.43 acres, more or less.

Being subject to the 1967 taxes due and payable in the year of 1968 and taxes for all subsequent years.



And further states that said grantors do hereby represent and state that they are each citizens of the United States of America, and that said citizenship has existed continuously since prior to April 8, 1940; that they have been domiciled and residing continuously within the United States since prior to April 8, 1940; that they are not acting directly or indirectly in any capacity whatsoever for any foreign country or national thereof; that there is no one other than above grantor(s) who has (have) had any proprietary right, title or interest in the above described real estate, either directly or indirectly, during grantors ownership, that these representations and statements are made under oath to induce the acceptance of this deed of conveyance.

In Witness Whereof, The said J. Gordon Gibbs and Grace J. Gibbs, husband and wife

have hereunto set their hands and seals this 27th day of June 1967

J. Gordon Gibbs
(J. Gordon Gibbs)

(SEAL)

Grace J. Gibbs
(Grace J. Gibbs)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of Indiana

Hendricks

County } ss:

Personally appeared before me the undersigned, a Notary Public in and for said County and State J. Gordon Gibbs and Grace J. Gibbs, husband and wife

who acknowledged the execution of the annexed Deed to be their voluntary act and deed, and who, having been duly sworn, swears that the statements therein contained are true.

Witness my hand and Notarial Seal, this 27th day of June 1967

Richard J. Martin
(Seal)
Notary Public

My Commission expires 11-21-67

(This instrument was prepared by John Kendall-Joe Stevenson, Attorneys)

No. 4

17-1-02-51W 380-001

Duly entered for taxation this
day of 19.....

**WARRANTY
DEED**

No.
Entered for record this day
of, 19..... at M.,
in Deed Record Page.....

Auditor, County, IN

13328

Recorder, County, IN

THIS INDENTURE WITNESSETH, That Jeffrey L. Roberts and Mary Lynn Roberts,
husband and wife (Grantor)

of Hendricks County, in the State of Indiana, CONVEY

AND WARRANT to C & S Properties, an Indiana General Partnership

(Grantee)

of Hendricks County, in the State of Indiana, for the sum of
One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged,
the following described real estate in Hendricks County, State of Indiana:

A part of Parcel "C" of Old Farm Addition, Section One, as recorded in
Plat Book 7 page 4 in the office of the Recorder of Hendricks County,
Indiana, and more particularly described as follows, to-wit: Commencing
at the southwest corner of said Parcel "C"; thence north 00 degrees 00
minutes 00 seconds east on and along the west line of said Parcel "C",
325.00 feet to the point of beginning of this description; thence
continue north 00 degrees 00 minutes 00 seconds east on and along said
west line 62.00 feet; thence north 90 degrees 00 minutes 00 seconds
east 207.00 feet to the west line of Meadow Drive; thence south 00
degrees 00 minutes 00 seconds west on and along said west line, 62.00
feet; thence south 90 degrees 00 minutes 00 seconds west 207.00 feet to
the point of beginning. Containing 0.29 acres, more or less and
subject to all legal highways, rights of way and easements of record.

DULY ENTERED FOR TAXATION

JUN 27 1994

Subject to all easements, restrictions and rights of way
Subject to all taxes now a lien and to become a lien thereon.

Mary Jane Russell
AUDITOR HENDRICKS COUNTY

IN WITNESS WHEREOF, Grantor has executed this deed this 20th day of
June, 19 94.

STATE OF

Indiana

Grantor: (Seal)

Signature Jeffrey L. Roberts

Printed Jeffrey L. Roberts

} SS:

Grantor: (Seal)

Signature Mary Lynn Roberts

Printed Mary Lynn Roberts

COUNTY OF

Hendricks

Grantor: (Seal)

Signature _____

Printed _____

Grantor: (Seal)

Signature ENTERED FOR RECORD

Printed _____

JUN 27 1994

At 12:30
Page 183

Before me, a Notary Public in and for said County and State, personally appeared
Jeffrey L. Roberts and Mary Lynn Roberts, husband and wife

BOOK 335
JUN 27 1994
HENDRICKS COUNTY RECORDER

who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that
any representations therein contained are true.

Witness my hand and Notarial Seal this 20th day of June, 19 94.

My Commission expires:
4-24-95

Signature Kelli D. Snider

Printed Kelli D. Snider, Notary Public

Resident of Hendricks County, Indiana

This instrument prepared by Lee T. Comer, Attorney at Law.

Send tax bills to 7067 W. Galen Dr. Plainfield, IN 46168

BOOK 335 PAGE 183

WARRANTY DEED
3172

BOOK 281 PAGE 474

THIS INDENTURE WITNESSETH, That Old Farm, Inc., an Indiana corporation

of Hendricks County, in the State of Indiana

Convey and Warrant to W. Michael McCune and Helen McCune, Husband and Wife

of Marion County, in the State of Indiana

for and in consideration

of One Dollar and other valuable consideration

Dollars

the receipt whereof is hereby acknowledged, the following described Real Estate in

Hendricks

County

in the State of Indiana, to-wit:

A part of Parcel "C" Old Farm Addition, Section One, as recorded in Plat Book 7, Page 4 in the Office of the Recorder of Hendricks County, Indiana, and more particularly described as follows, to-wit:

Commencing at the Southwest corner of said Parcel "C"; thence North 00°00'00" East on and along the West line of said Parcel "C". 325.00 feet to the POINT OF BEGINNING of this description; thence continue North 00°00'00" East on and along said West line 190.39 feet; thence North 90°00'00" East 207.00 feet to the West line of Meadow Drive; thence South 00°00'00" West on and along said West line 190.39 feet; thence South 90°00'00" West, 207.00 feet to the POINT OF BEGINNING. Containing 0.90 acre, more or less, and subject to all legal highways, rights-of-way and easements of record.

Subject to all real estate taxes now or hereafter due.

Subject to all restrictions, zoning, encumbrances and easements of record including 5 foot wide utility-drainage easement across the west side of the subject property.

The undersigned persons executing this deed on behalf of Grantor represent and certify that they are duly elected officers of Grantor and have been fully empowered, by proper resolution of the Board of Directors of Grantor, to execute and deliver this deed; that Grantor has full corporate capacity to convey the real estate described herein; and that all necessary corporate action for the making of such conveyance has been taken and done.

Address for tax purposes: 3801 Springfield Overlook, Indianapolis, IN 46234

IN WITNESS WHEREOF, the said grantor(s)

have hereunto affixed their name and seal, this 1st day of November 1984

ATTEST: (Seal) OLD FARM, INC. (Seal)

By: Robert M. Donovan, Sec. (Seal) By: Harold J. Martin, Jr., President (Seal)

(Seal) (Seal)

(Seal) (Seal)

Notary Seal

STATE OF INDIANA Hendricks County, ss:

Corporate Seal

Before me, the undersigned, a Notary Public in and for said County and State,

this 1st day of November, 1984,

personally appeared

Harold J. Martin, Jr. and Robert M. Donovan

and acknowledged the execution of the foregoing deed.

Helen J. Disney Notary Public

My Commission expires June 21, 1986

Auditor Stamp

Duly entered for taxation this 2nd day of November 1984

Patricia J. Stempfer

AUDITOR HENDRICKS COUNTY

Recorder Stamp

ENTERED FOR RECORD
BOOK 281

NOV 2 1984 PAGE 474

Bonnie L. Morgan
RECORDER HENDRICKS COUNTY

This Document Prepared by Harold J. Martin, Jr.

140.2
ENTERED FOR RECORD

BOOK

266 NOV 10 1980 2:21 298-300

Marville Abbott
RECORDER HENDRICKS COUNTY

WARRANTY DEED

7721

Duly entered for taxation this 10th day of November 1980

Patricia J. Neal

AUDITOR HENDRICKS COUNTY

BOOK 266 PAGE 298

THIS INDENTURE WITNESSETH, that MARTIN APARTMENTS, A PARTNERSHIP, by Harold J. Martin, Jr., Jon D. Martin, Jack D. Martin, and Alla Mae Martin, partners, ("Grantor") of Hendricks County in the State of Indiana, convey and warrant to OLD FARM APARTMENTS, AN INDIANA LIMITED PARTNERSHIP, of Hendricks County, Indiana, for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Hendricks County, Indiana:

Tract I.

Part of Parcel "C" in Old Farm Addition as recorded in Plat Book 7, page 4 in the Office of the Hendricks County Recorder, more particularly described as follows:

A part of the East Half of the Southwest Quarter of Section 2, Township 15 North, Range 1 West, Hendricks County, Indiana, being more particularly described as follows:

Commencing at the Northwest corner of said Half-Quarter Section; thence South 0° 00' East on and along the West line of said Half-Quarter 1,297.61 feet; thence South 90° 00' East 115 feet to the point of beginning; thence continuing last course 92.0 feet; thence North 0° 00' East 130 feet; thence North 90° 00' West 92 feet; thence South 0° 00' East 130 feet to the point of beginning.

ALSO

Tract II.

A part of the East Half of the Southwest Quarter of Section 2, Township 15 North, Range 1 West, Hendricks County, Indiana, being more particularly described as follows:

Commencing at the Northwest Corner of said Half-Quarter Section; thence South 0° 00' East on and along the West line of said Half-Quarter Section 1,167.61 feet to the point of beginning of this description; continuing thence South 0° 00' East on and along said West line 130 feet; thence South 90° 00' East 115 feet; thence North 0° 00' East 130 feet; thence North 90° 00' West 115 feet to the point of beginning. Containing 0.34 acres, more or less. Subject, however, to all legal highways and rights-of-way.

The above described real estate is also known as a part of Parcel "C", Old Farm Addition, 1st Section, as per plat thereof recorded in Plat Book 7, page 4, in the office of the Recorder of Hendricks County, Indiana.

ALSO

Tract III.

A part of the East Half of the Southwest Quarter of Section 2, Township 15 North, Range 1 West, Hendricks County, Indiana, being more particularly described as follows:

Commencing at the Northwest Corner of said Half-Quarter Section; thence South 0° 00' East on and along the West line of said Half-Quarter Section 1,000.11 feet to the point of beginning of this description, thence

continuing South 0° 00' East on and along said West line 167.50 feet;
thence South 90° 00' East 115 feet; thence North 0° 00' East 167.50 feet;
thence North 90° 00' West 115 feet, to the point of beginning.

Containing 0.44 acres, more or less. Subject, however, to all legal
highways and rights-of-way.

Subject, also to an easement for ingress and egress purposes, said easement
being 35 feet in even width, running parallel with and adjacent to the
South line of the above described real estate.

The above described real estate is also known as a part of Parcel "C",
Old Farm Addition, 1st Section as per plat thereof recorded in Plat
Book 7, page 4, in the office of the Recorder of Hendricks County, Indiana.

ALSO

Tract IV.

A part of the East half of the Southwest Quarter of Section 2, Township
15 North, Range 1 West, Hendricks County, Indiana, being more particularly
described as follows:

Commencing at the Northwest Corner of said Half-Quarter Section; thence
South 0° 00' East on and along the west line of said Half-Quarter
Section, 1,000.11 feet; thence South 90° 00' East 115 feet to the
beginning point of this description; thence South 0° 00' East 167.50
feet; thence South 90° 00' East 92 feet; thence North 0° 00' West 12.48
feet; thence North 3° 25' 31" West 155.30 feet; thence North 90° 00'
West 82.72 feet to the point of beginning.

Containing 0.34 acres, more or less. Subject, however, to all legal
highways and rights-of-way.

Subject, also, to an easement for ingress and egress purposes, said
easement being 35 feet in even width, running parallel with and adjacent
to the entire South line of the above described real estate.

The above described real estate is also known as a part of Parcel "C",
Old Farm Addition, 1st Section, as per plat thereof recorded in Plat Book
7, page 4, in the office of the Recorder of Hendricks County, Indiana.

Subject to all real estate taxes now or hereafter due.

Subject to all easements, restrictions, zoning, assessments and encumbrances
of record.

IN WITNESS WHEREOF, Grantor has executed this deed this 7th day of _____

_____, November _____, 1980.

MARTIN APARTMENTS, A PARTNERSHIP

By: Harold J. Martin, Jr.
Harold J. Martin, Jr. (Partner)

By: Jon D. Martin
Jon D. Martin (Partner)

By: Jack D. Martin
Jack D. Martin (Partner)

By: Alla Mae Martin
Alla Mae Martin (Partner)

12685

10th July, 1992

Mary Jane Russell.
AUDITOR HENDRICKS COUNTY

THIS INDENTURE WITNESSETH, That Rader Construction, Inc.

Robert E. Ripberger

sum of One ----- Dollars (\$ 1.00-----)

and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Hendricks County, in the State of Indiana:

Parcel A in Rader Development, Hendricks County, Indiana, the plat of which was recorded May 29, 1986 in Plat Book 11, page 103 in the office of the Recorder of Hendricks County, Indiana.

Subject to all taxes now a lien and to become a lien thereon.

Subject to all easements, restrictions and rights-of-way.

Grantors certify that there are no Indiana Gross Income taxes due as a result of this conveyance.

ENTERED FOR RECORD

JUL 10 1992 3:30

BOOK
321

HENDRICKS COUNTY RECORDER

The undersigned persons executing this deed on behalf of Grantor represent and certify that they are duly elected officers of Grantor and have been fully empowered, by proper resolution of the Board of Directors of Grantor, to execute and deliver this deed; that Grantor has full corporate capacity to convey the real estate described herein; and that all necessary corporate action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed this

day of July, 1992.

Rader Construction, Inc.

(Name of Corporation)

(SEAL) ATTEST:

By

By

Signature

Signature _____

MICHAEL RADEZ

Printed Name, and Office

Printed Name, and Office
STATE OF INDIANA

SS:

COUNTY OF HENDRICKS

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

Michael Rader and _____, the

President _____ and _____, respectively of _____

Rader Construction, Inc., who acknowledged

execution of the foregoing Deed for and on behalf of said Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 1 day of

My Commission Expires

6-18-93

Signature

Printed ERIC A. FRGY, Notary Public

Residing in V/GO

County, Indiana 385

BOOK 321 - PAGE
- attorney at law.

This instrument was prepared by

Lee T. Comer

RADER DEVELOPMENT

376

ENTERED FOR RECORD

BOOK

276

11

PAGE 103

MAY 29 1986

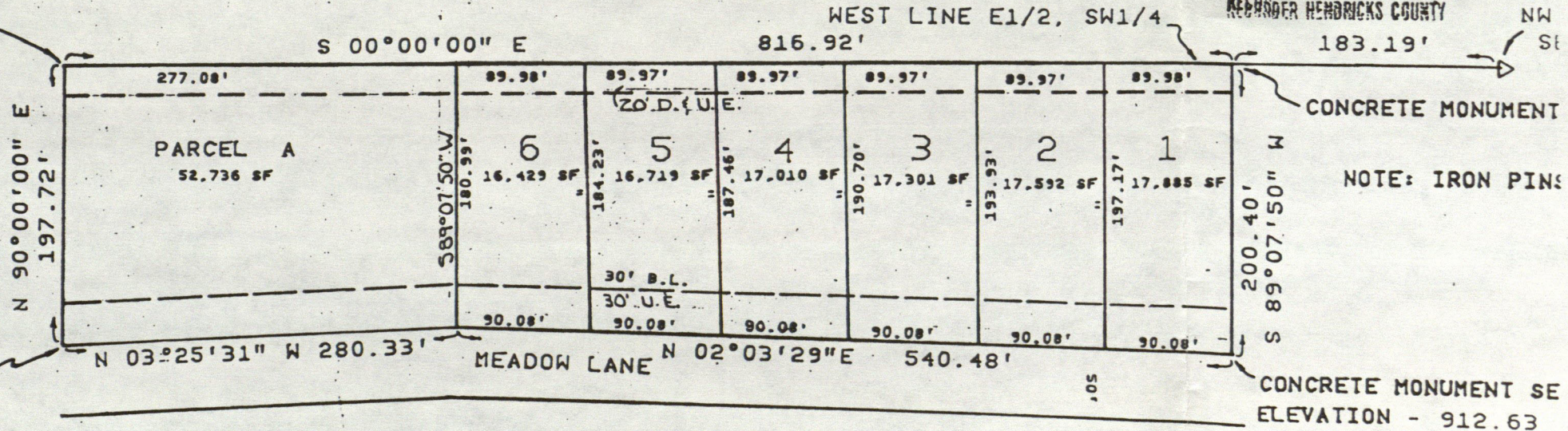
Barrie L. Maphew

RECORDER HENDRICKS COUNTY

NW

SE

CONCRETE MONUMENT SET



CONCRETE MONUMENT SET

CONCRETE MONUMENT SET
ELEVATION - 912.63

THE UNDERSIGNED BEING DULY AUTHORIZED AND LICENSED AS A REGISTERED LAND SURVEYOR, WITHIN THE STATE OF INDIANA, DO HEREBY CERTIFY THAT THE SURVEY OF RADER DEVELOPMENT TO BE AN ADDITION TO THE TOWN OF DANVILLE, INDIANA, CENTER TOWNSHIP, HENDRICKS COUNTY, INDIANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT: BEGINNING AT THE NORTHWEST CORNER OF SAID HALF QUARTER SECTION; THENCE SOUTH 00°00'00" EAST ON AND ALONG THE WEST LINE OF SAID SECTION 2, 183.19 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 00°00'00" EAST ON AND ALONG SAID WEST LINE OF SAID SECTION 2, 816.92 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 03°25'31" WEST 280.33 FEET; THENCE NORTH 02°03'29" EAST 540.48 FEET; THENCE SOUTH 89°07'50" WEST 200.40 FEET TO THE POINT OF BEGINNING, CONTAINING 3.57 ACRES, MORE OR LESS, AND SUBJECT TO ALL LEGAL HIGHWAYS, RIGHT-OF-WAY

THE SUBDIVISION CONSISTS OF 7 LOTS, NUMBERED ONE THRU SIX CONSECUTIVELY, AND PARCEL (A). THE LOCATION AND DIMENSIONS OF THE LOTS AND OF THE STREETS ARE INDICATED ON THE ANNEXED PLAT IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF. WITNESSED THIS 24TH DAY OF MARCH 1986.

William R. Cole



ENTERED FOR RECORD

BOOK

8356

115 SEP 1 1988 PAGE 449-68

LEASE

BOOK 115 PAGE 449

Bonnie L. Morgan
HENDRICKS COUNTY RECORDER

THIS LEASE, entered into by the Board of Commissioners of Hendricks County, Indiana, (hereinafter referred to as "Landlord") and the Association for Retarded Citizens, Inc., (hereinafter referred to as "Tenant");

WITNESSETH THAT Landlord and Tenant, in consideration of their mutual undertakings, agree as follows:

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the following described real estate:

A part of the west half of the southwest quarter of Section 2, Township 15 North, Range 1 West of the second principal meridian in Danville, Indiana and being more particularly described as follows, to-wit:

Beginning at a stone found marking the northwest corner of said half quarter section; thence north 89 59'55" east (assumed bearing) on and along the north line of said half quarter section 310.00'; thence south 00 09'45" east parallel to the west line of said half quarter section 385.00'; thence south 08 33'34" west 286.64'; thence south 76 33'44" west 107.32'; thence south 46 50'08" west 221.63' to the west line of said half quarter section; thence north 00 09'45" west on and along the west line of said half quarter section 845.00' to the point of beginning of this description, containing 5.02 acres, more or less and subject to all legal highways, rights-of-way, and easements of record.

To the point of beginning of this easement description.

hereinafter referred to as "Leased Premises" and all appurtenances thereto, either permanently installed or which belong to or are used in connection with real estate, wherever located, for the term of fifty (50) years commencing on August 1, 1988, with an option to renew the lease unless sooner terminated as herein set forth, and Tenant without demand or notice and without relief from valuation and appraisal laws shall pay a monthly rental on One Dollar (\$1.00), payable on or before the 15th day of each month, in advance, at the address of Landlord as set forth in this Lease, or such other address as Landlord by notice shall direct, all upon the following covenants, terms and conditions:

1. USE, COMPLIANCE WITH LAWS, SIGNS

The Leased Premises shall be used by Tenant only for the purpose of an Association for Retarded Citizens, Inc. (hereinafter referred to as Tenant); and no other purpose, without the express written consent of the Landlord. Tenant shall keep or cause to be kept the Leased Premises in a clean and orderly condition, and shall conduct its business therefrom in a careful and safe manner. Tenant shall not use the Leased Premises or maintain them in any manner constituting a violation of, and shall comply with any ordinance, statute, regulation, or order of any governmental authority, including without limitation zoning ordinances, and including those with authority over insurance rates, nor shall Tenant maintain, permit or suffer any nuisance and/or waste to occur or exist on the Leased Premises. Tenant shall not affix to or upon the exterior of the Leased

Premises nor to the interior visible from the exterior any sign, insignia, or decoration, without the prior written consent of Landlord.

1.1. Tenant shall be responsible for the construction of a building upon the lease premises consisting of 14,250 square feet, according to plans and specifications on file in the office of the County Engineer, at the sole expense of the Tenant. Construction and final approval of the building are subject to acceptance and approval of the County Engineer. Construction shall be commenced immediately and be completed no later than the ____ day of _____, 198__.

2. SURRENDER AND HOLDOVER

Upon the expiration or sooner termination of this Lease as herein provided, Tenant shall surrender to Landlord the Leased Premises, together with all improvements and other property affixed to the Leased Premises (excepting Tenant's trade fixtures, if any,) broom clean and in the same order and condition which Tenant received them (or such improved condition in which Tenant may have caused to the Leased Premises), the effects of ordinary wear, and insured casualty excepted. Unless an event of default as hereinafter defined has occurred and remains uncurred, Tenant shall, prior to the expiration of the term, remove all of Tenant's trade fixtures and personal property from the Leased Premises. Any damage to the Leased Premises caused by such removal shall be repaired by Tenant prior to the expiration of the term. At Landlord's option, if Tenant fails to remove such trade fixtures and personal property then the same shall be deemed the property of the Landlord and may be removed

by Landlord at Tenant's expense. If tenant shall remain in possession of all or any part of the Leased Premises after the expiration of the term of this Lease, (it being agreed there shall be no holding over or extended occupancy without Landlord's written consent), then the Tenant shall be a lessee from month to month at the same rental and subject to all other applicable covenants, terms, and conditions hereof, except for those to be performed within specified times not applicable to any such holdover period.

3. ASSIGNMENT AND SUBLETTING.

Tenant shall not assign, mortgage, pledge, encumber, or transfer this Lease in whole or in part, not sublet all of the Leased Premises, nor grant a license or concession in connection therewith without the prior written consent of Landlord. This prohibition shall include any act which has the effect of a prohibited transfer and which occurs by operation of law.

If this Lease is assigned or the Leased Premises or any part underlet or occupied by anybody other than Tenant; Landlord may collect rent from the assignee, under-tenant or occupant and apply the same to the rent herein reserved, but no such assignment, underletting or occupancy of collection of rent shall be deemed a waiver of this covenant or the acceptance of the assignee, under-tenant or occupant as tenant, or a release of Tenant from the performance by Tenant of any covenants on the part of Tenant to be performed. Consent by Landlord to any

assignment or subletting shall not waive the necessity for consent to any subsequent assignment or subletting.

Notwithstanding any assignment or subletting, Tenant shall remain fully liable on this Lease and for the performance of all terms, covenants and provisions hereof.

4. ALTERATIONS AND MAINTENANCE OF LEASED PREMISES.

After compliance with Paragraph 1.1, tenant shall not cause or permit any alterations, additions, changes, and improvements (including leasehold improvements) of or upon any part of the Leased Premises without first obtaining the written consent of Landlord. In applying for Landlord's consent, Tenant shall submit plans and specifications for all such work for which consent is then being sought. All alterations, additions, changes, and improvements to the Leased Premises shall be made in accordance with all applicable laws and shall become the property of the Landlord at the end of the term, but not prior thereto.

Tenant accepts the Leased Premises in their present "as is" condition. Tenant shall at all times keep the Leased Premises in good order, condition and repair and clean, orderly, sanitary and safe insured casualty excepted; and shall, at its expense, make and perform all repairs and maintenance necessary or required therefor.

The provision of this Section 4. shall not apply to the obligations of the parties which apply under the conditions covered by Sections 5. and 6., hereof. If replacement of

equipment, fixtures and appurtenances thereto are necessary, Tenant shall replace the same with equipment, fixtures and appurtenances of good quality, and repair all damages done in or by such replacement. If Tenant fails to perform its obligations hereunder, Landlord may, but shall not be obligated to, without notice, perform Tenant's obligations or perform work resulting from Tenant's acts, actions or omissions and add the cost of the same to the next installment of rent due hereunder.

5. INSURANCE AND DESTRUCTION

Tenant shall, during the term hereof, at his own cost and expense, carry insurance for fire, extended coverage, vandalism, malicious mischief and other endorsements deemed advisable by Landlord, covering the Tenant and naming Landlord, as additional named insureds, with terms and companies satisfactory to Landlord, insuring all improvements and appurtenances on the Leased Premises, including all buildings and leasehold improvements, merchandise, trade fixtures and equipment, furnishings, personal property and glass, for the full insurable value thereof, but in any event for sum not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00).

Tenant also agrees to to carry at it's own cost and expense, public liability insurance on the Leased Premises during the term hereof, covering the Tenant and naming Landlord, as additional named insureds, with terms and companies satisfactory to Landlord, for limits of not less than \$1,000,000.00 for bodily injury, including death, and personal injury for any one

occurrence, \$500,000.00 property damage insurance, or \$1,000,000.00 combined single-limit coverage.

All Tenant's insurance shall include contractual liability coverage recognizing this Lease, products and/or completed operations liability and provisions that Landlord and Tenant shall be given a minimum of ten (10) days written notice by the insurance company prior to cancellation or termination. Tenant shall provide Landlord with copies of the policies evidencing that such insurance is in force and effect and stating the terms thereof. The minimum limits of comprehensive general liability shall in no way limit or diminish Tenant's liability under this Lease, including, but not limited to Section 8. hereof.

Any insurance proceeds received as payment for any loss of damage to the Leased Premises shall be applied to restoration and repair of the loss or damage in such fashion as Landlord shall reasonable require, and approve in writing, unless such restoration and repairs are not economically feasible or there exists an uncured condition of default by Tenant hereunder on the date of receipt of such proceeds, in either of which events the proceeds may be applied, at Landlord's option, toward the payment of rental due hereunder for the balance of the term, with any excess to be paid to Landlord.

Should Landlord not elect a pre-payment of rental, as aforesaid, Tenant shall promptly repair the Leased Premises to substantially the condition they were in immediately prior to the beginning of such casualty.

If the entire Leased Premises, or such portion thereof as will make the remainder unsuitable for the use permitted by this Lease, is condemned by and legally-constituted authority, or if a conveyance or other acquisition in lieu of such condemnation is made, then this Lease shall, at Landlord's option, terminate as of the date possession is required by the condemnor. If a portion of the Leased Premises is condemned but the remainder is still suitable for the use permitted by this Lease, this Lease shall not terminate. All compensation paid in connection with the condemnation shall belong to and be the sole property of Landlord, except Tenant shall be entitled to any compensation awarded for Tenant's trade fixtures and for moving expenses.

7. MECHANIC'S LIENS

Tenant shall not permit any Statement of Intention to hold a Mechanic's Lien to be filed against the Leased Premises or any part thereof nor against any interest or estate therein by reason of labor, services or materials claimed to have been performed or furnished to or for Tenant. If such Statement of Intention to hold a Mechanic's Lien shall be filed, Landlord at its option may compel the prosecution of an action for the foreclosure of such Mechanic's Lien by the lienor. If any such Statement of Intention to hold Mechanic's Lien shall be filed and an action commenced to foreclose the lien, Tenant, upon demand by Landlord,

shall cause the lien to be released by the filing of a writing undertaking with a surety approved by the Court and obtaining an order from the Court releasing the property from such lien. Nothing in this Lease shall be deemed or construed to constitute consent to, or cause to, any party for the performance of any labor or service or the furnishing of any materials for the improvement, alteration or repairing of the Leased Premises; nor as giving Tenant the right or authority to contract for, authorize or permit the performance of any labor or services or the furnishings of any material that would permit the attaching of a valid Mechanic's Lien.

8. INDEMNIFICATION AND RELEASE

Landlord and Tenant and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by insurance on the premises in connection with property on or activities conducted on the premises, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof.

Landlord, its agents and employees, shall not be liable for, and Tenant waives all claims for, damage, including but not limited to consequential damages, to person, property or otherwise, sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in or upon any

part of the Leased Premises including, but not limited to, claims for damage resulting from: (a) any equipment or appurtenances becoming out of repair; (b) Landlord's failure to keep any part of the Leased Premises in repair; (c) injury done or caused by wind, water, or other natural element; (d) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, gas, water, and steam pipes, stairs, porches, railings or walks; (e) broken glass; (f) the backing up of any sewer pipe or downspout; (g) the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about such building or premises; (h) the escape of steam or hot water; (i) water, snow or ice upon the premises; (j) the falling of any fixture, plaster or stucco; (k) damage to or loss by theft or otherwise of property of Tenant or others; (l) acts or omissions of persons in the premises, other tenants in the Leased Premises, occupants of nearby properties, or any other persons; and (m) any act or omission of owners of adjacent or contiguous property, or of Landlord, its agents or employees. All property of Tenant kept in the premises shall be so kept at Tenant's risk only and Tenant shall save Landlord harmless from claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier.

Tenant shall indemnify and save harmless Landlord from and against any and all liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions and causes of actions of any and every kind and nature

arising or growing out of or in any way connected with Tenant's use, occupancy, management or control of the Leased Premises or Tenant's operations, conduct or activities in the Leased Premises.

9. EVENTS OF DEFAULT

Any of the following shall be deemed an Event of Default:

A. The failure to pay any installment of rent when the same becomes due and the failure continues for ten (10) days.

B. Tenant's failure to perform or observe any other covenant, term, or condition of this lease to be performed or observed by Tenant and if curable, the failure continues for fifteen (15) days after notice thereof is given to Tenant.

C. Abandonment of the Leased Premises.

D. The filing or execution or occurrence of:

- 1) An involuntary petition in bankruptcy against Tenant and the failure of Tenant, in good faith, to promptly commence and diligently pursue action to dismiss the petition.
- 2) A petition against Tenant seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act, and the failure of Tenant in good faith to promptly commence and diligently pursue action to dismiss the petition.

- 3) A general assignment for the benefit of creditors by Tenant.
- 4) The taking by any party of the leasehold created hereby, or any part thereof, upon foreclosure, levy, execution, attachment or other process of law or equity.

For purposes of this Section 9 and Sub-Section B, of Section 10, the term "Tenant" shall include any assignee, sublessee, or guarantor of Tenant. This provision, however, shall not be construed to permit the assignment of this Lease, nor the subletting of the Leased Premises, except as may be permitted hereby.

10. LANDLORD'S REMEDIES

A. Upon the occurrence of any Event of Default Landlord may, at its option, in addition to any other remedy or right it has hereunder or by law:

- 1) Re-enter the Leased Premises, without demand or notice, and resume possession by any action in law or equity or by force or otherwise and without being liable in trespass or for any damages and without terminating this Lease. Landlord may remove all persons and property from the Leased Premises and such property from the Leased Premises and such property may be removed and stored at the cost of the Tenant.

- 2) Terminate this Lease at any time upon the date specified in a notice to Tenant. Tenant's liability for damages

shall survive such termination. Upon termination such damages recoverable by Landlord from Tenant shall, at Landlord's option, be either an amount equal to "Liquidated Damages" or an amount equal to "Indemnity Payments". "Liquidated Damages" means an amount equal to the excess of the rentals provided for in this Lease, which would have been payable hereunder by Tenant, had this Lease not so terminated, for the period commencing with such termination and ending with the date set for the expiration of the original term granted, (hereinafter referred to as "Unexpired Term"), over the then reasonable rental value of the Leased Premises for such Unexpired Term.

"Indemnity Payments" means an amount equal to the rent and other payments provided for in this Lease which would have become due and owing thereunder from time to time during the Unexpired Term plus the cost and expenses paid or incurred by Landlord from time to time in connection with:

- a) Obtaining possession of the Leased Premises;
- b) Removal and storage of Tenant's or other occupant's property;
- c) Care, maintenance, and repair of the Leased Premises while vacant;
- d) Reletting the whole or any part of the Leased Premises;
- e) Repairing, altering, renovating, partitioning, enlarging, remodeling or otherwise putting the Leased Premises, either separately or as part of larger premises, into condition acceptable to, and

reasonably necessary to obtain new lessees.

- f) Making all repairs, alterations, and improvements required to be made by Tenant hereunder and of performing all covenants of the Tenant relating to the Condition of the Leased Premises, less the rent and other payments, if any, actually collected and allocable to the Leased Premises or to the portions thereof relet by Landlord. Tenant shall on demand make Indemnity Payments monthly and Landlord can sue for all Indemnity Payments as they accrue.

3. Without terminating this Lease, relet the Leased Premises without the same being deemed an acceptance of a surrender of this Lease nor a waiver of Landlord's rights or remedies and Landlord shall be entitled to Indemnity Payments, as heretofore defined, from Tenant. Any reletting by Landlord maybe for a period equal to or less than, or extending beyond the remainder of the original term, or for the whole or any part of the Leased Premises, separately or with other premises or for any sum, or to any lessee or for any use Landlord deems appropriate.

B. Upon the occurrence of any of the following:

- 1) The filing of a voluntary petition in bankruptcy by Tenant.
- 2) The filing of a petition or answer by Tenant seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act.

3) An adjudication of Tenant as a bankrupt or insolvent.

4) The appointment of a trustee, receiver, guardian, conservator or liquidator of Tenant with respect to all or substantially all of its property, this lease shall terminate ipso facto as such occurrence and the Leased Premises shall be surrendered as required by Section 2 of this Lease. Tenant's liability for damages shall survive such termination and Landlord shall be entitled to recover an amount equal to Liquidated Damages as defined above or an amount equal to the maximum allowed by any statute or rule of law in effect at the time when and governing the proceedings in which such amount is sought.

11. ADVANCES AND INTEREST

Upon the occurrence of any Event of Default, Landlord may, if such default has not been cured within any applicable grace period (except in the case of emergencies, applicable grace periods need not have expired), cure that default for the account and at the expense of Tenant. If Landlord in curing or enforcing any remedy upon such default is compelled to pay or elects to pay any sum of money, or do any acts which will require the payment of any sum of money, the sum so paid or incurred, including attorney's fees, shall be immediately reimbursed by Tenant upon demand by Landlord. All sums or rents as to which Tenant is in default of payment shall bear interest at the rate of Two (2%) per cent over the prime rate then in effect.

12. REAL ESTATE TAXES

BOOK 115 PAGE 464

Tenant agrees to pay before delinquent all installments, of real estate taxes and assessments for municipal improvements due and payable against the Leased Premises during the term of this Lease, and any holdover period hereof. Landlord shall forward or cause to be forwarded to Purchaser a copy of all statements for real estate taxes as received by Landlord and Tenant shall provide Landlord prompt evidence of the payment of all such assessments.

Tenant shall be responsible for and shall pay before delinquent all municipal, county, federal or state taxes coming due during or after the term of this Lease against Tenant's interest in this Lease or against personal property of any kind owned or placed in, upon or about the premises by Tenant.

13. ACCESS BY LANDLORD TO LEASED PREMISES

Landlord, Landlord's agents, and Landlord's prospective lessee, purchasers or mortgagees shall be permitted to inspect and examine the Leased Premises at all reasonable times and Landlord shall have the right to make any repairs to the Leased Premises which Landlord may deem necessary, but this provision shall not be construed to require Landlord to make repairs except as is otherwise required hereby.

14. QUIET ENJOYMENT

BOOK 115 PAGE 465

If Tenant shall perform all of the covenants and agreements herein provided to be performed on Tenant's part, Tenant shall, at all times during the term have the peaceable and quiet enjoyment of possession of the Leased Premises without any manner of hinderence from Landlord or any parties lawfully claiming under Landlord, subject, nevertheless, to the terms and conditions of this Lease.

15. UTILITIES

Tenant shall not install any equipment which can exceed the capacity of any utility facilities at the Leased Premises and if any equipment installed by Tenant requires additional utility facilities, the same shall be installed by Tenant at his sole cost and expense in compliance with all code requirments, the plans and specifications for which must be approved in writing by Landlord. Tenant shall be solely responsible for and promptly pay all charges for use or consumption of sewer, gas, electricity, water, telephone and all other utility services. Landlord shall not be liable to Tenant in damages or otherwise if any utility or service is interrupted or terminated because of repairs, installations, improvements, or any cause whatsoever, nor shall any such termination relieve Tenant of its obligations under this Lease.

16. LIMITATION OF LIABILITY

BOOK 115 PAGE 166

Anything to the contrary herein contained, notwithstanding, there shall be absolutely no personal liability on persons, firms or entities who constitute Landlord with respect to any of the terms, covenants, conditions and provisions of this Lease, and Tenant shall be subject to the rights of any lienholder, look solely to the interest of Landlord, its successors and assigns, in the Leased Premises for satisfaction of each and every remedy of Tenant, if any, in the event of any of default by Landlord hereunder; such exculpation of personal liability is absolute and without any exception whatsoever.

17. GENERAL AGREEMENT OF PARTIES

This Lease shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties. [CHECK THIS] This provision, however, shall not be construed to permit the assignment or other transfer of this Lease except as may be permitted hereby. When applicable, use of the singular form of any word shall mean or apply to the plural and the neuter form shall mean or apply to the feminine or masculine.

The captions and article numbers appearing in this Lease are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of such provisions. No waiver by Landlord of any default of Tenant shall be effective unless in writing, nor operate as a waiver of any

other default or of the same default on a future occasion.

Landlord's acceptance of rent shall not be deemed a waiver as to any proceeding default. Any notices to be given hereunder shall be deemed sufficiently given when in writing and (a) actually served on the party to be notified of (b) placed in an envelope directed to the party to be notified at the following addresses and deposited in the U.S. Mail by Certified Mail, postage pre-paid:

1) If to Landlord at the Office of the Auditor, Courthouse, Danville, Indiana 46122.

2) If to Tenant at 405 Lincoln Street, Danville, Indiana 46122. Such addresses may be changed by either party by written notice as to the new address given as above provided. If there is more than one Tenant, their obligation shall be joint and several. This Lease shall not be recorded.

18. ATTORNEY'S FEES

Each party shall pay the other party's reasonable legal costs and attorney's fees incurred in successfully enforcing by judicial determination against the other party any covenant, term, or condition of this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on this 1st day of August, 1988.

"LANDLORD"
BOARD OF COMMISSIONERS

"TENANT"
ASSOCIATION FOR RETARDED
CITIZENS, INC.
HENDRICKS COUNTY ASSOCIATION FOR
RETARDED CITIZENS, INC.

Herschel Linty Jr.
Mr. Robert L. Long
James L. Linty Jr.

BY Marcia J. Long
its President

ATTEST:

ATTEST:

Mary Jane Keathern
Auditor of Hendricks County

Karecky H. Redson
Secretary of the board

Mary Jane weathers
Dale Elsbury
R. Major Franklin
Russell Carmichael
E. Alonzo Deckard

Hendricks County Auditor
Hendricks County Road Supervisor
Hendricks County Surveyor
Hendricks County Sheriff
Hendricks County Attorney

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p. 449

pg. 449
1972

IN THE MATTER OF PERSONAL APPEARANCES

Mr. George Hardin from Plainfield appeared to request "No Parking" signs. Arthur Himsel moved to make parking illegal on either side of Old 267 from I70 to new 267. Lowell Franklin seconded the motion. Carried.

IN THE MATTER OF BURIED CABLES

Eight permits for buried cables in Hendricks County were granted to Indiana Bell Telephone Co. These permits are on file in the Auditor's office.

IN THE MATTER OF RIGHT OF WAY EASEMENT

Instruments of Dedication of Real Estate for Right of Way Easements relative to the following designated portion of county roads was presented to the Board, such instrument being made a part of these minutes by reference, and recorded in the County Right of Way record:

- (a) Road #225 N in Center & Washington Twps. Range 1 East Twp 16 North Section 30
 - (b) Center Twp Co Road No. 50 N & 100 E
-

IN THE MATTER OF STRAY DOGS

Letters were read from several towns requesting a meeting with the Commissioners concerning the problem of stray dogs in the County. The Commissioners set aside August 15th for a meeting at 7:30 P.M. in the Assembly Room of the Court House and advised the Auditor to send letters to all Corporations, the Council members and the Prosecuting Attorney, advising them of this meeting.

LEASE

THIS LEASE, entered into by the Board of Commissioners of Hendricks County, Indiana, (hereinafter referred to as "Landlord") and Hendricks County Senior Services, Inc. (hereinafter referred to as "Tenant");

WITNESSETH THAT Landlord and Tenant, in consideration of their mutual undertakings, agree as follows:

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the following described real estate:

A part of the Southwest quarter of Section 2 and a part of the Northwest quarter of Section 11, both in Township 15 North, Range 1 West of the Second Principal Meridian in Danville, Hendricks County, Indiana, and being more particularly described as follows, to-wit:

Commencing at the Northwest corner of said Southwest quarter section; thence North $89^{\circ} 39' 12''$ East (Assumed Bearing) on and along the North line of said Southwest quarter section 1319.28 feet to the East line of the West half of said Southwest quarter section;

Thence South $00^{\circ} 00' 00''$ East on and along the East line of the West half of said Southwest quarter section 1320.00 feet;

Thence North $90^{\circ} 00' 00''$ West 660.00 feet to the Northwest corner of a tract currently dedicated for Hospital Use per Commissioners Record Book 26, Page 379;

Thence South $00^{\circ} 00' 00''$ East parallel to the

East Line of the West half of said Southwest quarter section and on and along the West line of said Hospital tract 1151.60 feet to the point of beginning of this description;

Thence continue South $00^{\circ} 00' 00''$ East on and along the last described course 120.00 feet;
Thence South $26^{\circ} 06' 06''$ West 178.00 feet;
Thence South $69^{\circ} 22' 21''$ West 100.00 feet;
Thence North $31^{\circ} 05' 06''$ West 173.00 feet;
Thence North $57^{\circ} 25' 19''$ East 310.00 feet to the point of beginning of this description, containing 0.99 acres, more or less, and subject to all legal Highways, rights-of-way and easements of record.

ALSO:

An ingress and egress easement over and across a strip of ground located in a part of the Southwest quarter of Section 2 and a part of the Northwest quarter of Section 11, both in Township 15 North, Range 1 West of the Second Principal Meridian in Danville, Hendricks County, Indiana, said easement being more particularly described as follows, to-wit:

Commencing at the Northwest corner of said Southwest quarter section; thence North $89^{\circ} 39' 12''$ East (Assumed Bearing) on and along the North line of said Southwest quarter section 1319.28 feet to the East line of the West half of said Southwest quarter section;

Thence South $00^{\circ} 00' 00''$ East on and along the east line of the West half of said Southwest quarter section 1320.00 feet;

Thence North $90^{\circ} 00' 00''$ West 660.00 feet to the Northwest corner of a tract currently dedicated for Hospital use per Commissioners Record Book 26, Page 379;

Thence South $00^{\circ} 00' 00''$ East parallel to the East line of the West half of said Southwest quarter section and on and along the West line of said

Hospital Tract 1471.60 feet to the North
right-of-way of U.S. Highway 36 and the point of
beginning of this easement tract;

Thence South 58° 43' 47" West on and along the North
right-of-way line of said U.S. Highway 60.00 feet;
Thence North 88° 57' 41" West 99.98 feet;
Thence North 31° 05' 06" West 40.00 feet;
Thence North 69° 22' 21" East 100.00 feet;
Thence South 62° 51' 17" East 88.01 feet to the
point of beginning of this easement description.

hereinafter referred to as "Leased Premises" and all
appurtenances thereto, either permanently installed or which
belong to or are used in connection with the real estate,
wherever located, for the term of five (5) years commencing on
September 20, 1982, and ending on September 19, 1987, unless
sooner terminated as herein set forth, and Tenant without demand
or notice and without relief from valuation and appraisal
laws shall pay a monthly rental of One Dollar (\$1.00), payable
on or before the 15th day of each month, in advance, at the
address of Landlord as set forth in this Lease, or such other
address as Landlord by notice shall direct, all upon the
following covenants, terms and conditions:

1. USE, COMPLIANCE WITH LAWS, SIGNS

The Leased Premises shall be used by Tenant only for the purpose of a Senior Services Center, and no other purpose, without the express written consent of the Landlord. Tenant shall keep or cause to be kept the Leased Premises in a clean and orderly condition and shall conduct its business therefrom in a careful and safe manner. Tenant shall not use the Leased Premises or maintain them in any manner constituting a violation of, and shall comply with any ordinance, statute, regulation, or order of any governmental authority, including without limitation zoning ordinances, and including those with authority over insurance rates, nor shall Tenant maintain, permit or suffer any nuisance and/or waste to occur or exist on the Leased Premises. Tenant shall not affix to or upon the exterior of the Leased Premises nor to the interior visible from the exterior any sign, insignia, or decoration, without the prior written consent of Landlord.

1.1 Tenant shall be responsible for the construction of a building upon the lease premises consisting of 4.000 square feet, according to plans and specifications on file in the office of the County Engineer, at the sole expense of the Tenant. Construction and final approval of the building are subject to acceptance and approval of the County Engineer. Construction shall be commenced immediately and be completed no later than the 20 day of September 1983.

2. SURRENDER AND HOLDOVER

Upon the expiration or sooner termination of this Lease as herein provided, Tenant shall surrender to Landlord the Leased Premises, together with all improvements and other property affixed to the Leased Premises (excepting Tenant's trade fixtures, if any) broom clean and in the same order and condition in which Tenant received them (or such improved condition which Tenant may have caused to the Leased Premises), the effects of ordinary wear, and insured casualty excepted. Unless an event of default as hereinafter defined has occurred and remains uncurred, Tenant shall, prior to the expiration of the term, remove all of Tenant's trade fixtures and personal property from the Leased Premises. Any damage to the Leased Premises caused by such removal shall be repaired by Tenant prior to the expiration of the term. At Landlord's option, if Tenant fails to remove such trade fixtures and personal property then the same shall be deemed the property of the Landlord and may be removed by Landlord at Tenant's expense. If tenant shall remain in possession of all or any part of the Leased Premises after the expiration of the term of this Lease, (it being agreed there shall be no holding over or extended occupancy without

Landlord's written consent), then the Tenant shall be a lessee from month to month at the same rental and subject to all other applicable covenants, terms and conditions hereof, except for those to be performed within specified times not applicable to any such holdover period.

3. ASSIGNMENT AND SUBLETTING

Tenant shall not assign, mortgage, pledge, encumber or transfer this Lease in whole or in part, not sublet all of the Leased Premises, nor grant a license or concession in connection therewith without the prior written consent of Landlord. This prohibition shall include any act which has the effect a prohibited transfer and which occurs by operation of law, except any transfer or assignment resulting from the death of Tenant.

If this Lease is assigned or the Leased Premises or any part underlet or occupied by anybody other than Tenant; Landlord may collect rent from the assignee, under-tenant or occupant and apply same to the rent herein reserved; but no such assignment, underletting or occupancy or collection of rent shall be deemed a waiver of this covenant or the acceptance of the assignee, under-tenant or occupant as tenant, or a release of Tenant from the performance by Tenant of any covenants on the part of Tenant to be performed. Consent by Landlord to any assignment or subletting shall not waive the necessity for consent to any subsequent assignment or subletting. Notwithstanding any assignment or subletting, Tenant shall remain fully liable on this Lease and for the performance of all terms, covenants and provisions hereof.

4. ALTERATIONS AND MAINTENANCE OF LEASED PREMISES

Tenant shall not cause or permit any alterations, additions, changes, and improvements (including leasehold improvements) of or upon any part of the Leased Premises without first obtaining the written consent of Landlord. In applying for Landlord's consent, Tenant shall submit plans and specifications for all such work for which consent is then being sought. All alterations, additions, changes, and improvements to the Leased Premises shall be made in accordance with all applicable laws and shall become the property of Landlord at the end of the term, but not prior thereto.

Tenant accept the Leased Premises in their present "as is" condition. Tenant shall at all times keep the Leased Premises in good order, condition and repair and clean, orderly, sanitary and safe insured casualty excepted; and shall, at its expense, make and perform all repairs and maintenance necessary or required therefor.

The provisions of this Section 4. shall not apply to the obligations of the parties which apply under the conditions covered by Sections 5. and 6.; hereof. If replacement of equipment, fixtures and appurtenances thereto are necessary,

Tenant shall replace the same with equipment, fixtures and appurtenances of good quality, and repair all damages done in or by such replacement. If Tenant fails to perform its obligations hereunder, Landlord may, but shall not be obligated to, without notice, perform Tenant's obligations or perform work resulting from Tenant's acts, actions or omissions and add the cost of the same to the next installment of rent due hereunder.

5. INSURANCE AND DESTRUCTION

Tenant shall, during the term hereof, at his own cost and expense, carry insurance for fire, extended coverage, vandalism, malicious mischief and other endorsements deemed advisable by Landlord, covering the Tenant and naming Landlord, as additional named insureds, with terms and companies satisfactory to Landlord, insuring all improvements and appurtenances on the Leased Premises, including all buildings and leasehold improvements, merchandise, trade fixtures and equipment, furnishings, personal property and glass, for the full insurable value thereof, but in any event for a sum not less than One Hundred Sventy-Five Thousand Dollars (\$175,000.00).

Tenant also agrees to carry at his own cost and expense, public liability insurance on the Leased Premises during the term hereof, covering the Tenant and naming Landlord, as additional named insureds, with terms and companies satisfactory to Landlord, for limits of not less than \$1,000,000.00 for bodily injury, including death, and personal injury for any one occurrence, \$500,000.00 property damage insurance, or

\$1,000,000.00 combined single-limit coverage.

All Tenant's insurance will include contractual liability coverage recognizing this Lease, products and/or completed operations liability and provisions that Landlord and Tenant shall be given a minimum of ten (10) days' written notice by the insurance company prior to cancellation or termination. Tenant shall provide Landlord with copies of the policies evidencing that such insurance is in force and effect and stating the terms thereof. The minimum limits of comprehensive general liability shall in no way limit or diminish Tenant's liability under this Lease, including, but not limited to Section 8. hereof.

Any insurance proceeds received as payment for any loss of or damage to the Leased Premises shall be applied to restoration and repair of the loss or damage in such fashion as Landlord shall reasonably require, and approve in writing, unless such restoration and repairs are not economically feasible or there exists an uncured condition of default by Tenant hereunder on the date of receipt of such proceeds, in either of which events the proceeds may be applied, at Landlord's option, toward the payment of rental due hereunder for the balance of the term, with any excess to be paid to Landlord.

Should Landlord not elect a pre-payment of rental, as aforesaid, Tenant shall promptly repair the Leased Premises to

substantially the condition they were in immediately prior to the happening of such casualty.

6. CONDEMNATION

If the entire Leased Premises, or such portion thereof as will make the remainder unsuitable for the use permitted by this Lease, is condemned by and legally-constituted authority, or if a conveyance or other acquisition in lieu of such condemnation is made, then this Lease shall, at Landlord's option, terminate as of the date possession is required by the condemnor. If a portion of the Leased Premises is condemned but the remainder is still suitable for the use permitted by this Lease, this Lease shall not terminate. All compensation paid in connection with the condemnation shall belong to and be the sole property of Landlord, except Tenant shall be entitled to any compensation awarded for Tenant's trade fixtures and for moving expenses.

7. MECHANIC'S LIENS

Tenant shall not permit any Statement of Intention to hold a Mechanic's Lien to be filed against the Leased Premises or any part thereof nor against any interest or estate therein by reason of labor, services or materials claimed to have been performed or furnished to or for Tenant. If such Statement of Intention to hold a Mechanic's Lien shall be filed, Landlord at its option may compel the prosecution of an action for the foreclosure of such Mechanic's Lien by the lienor. If any such Statement of Intention to hold Mechanic's Lien shall be filed and an action commenced to foreclose the lien, Tenant, upon demand by Landlord, shall cause the lien to be released by the filing of a written undertaking with a surety approved by the Court and obtaining an order from the Court releasing the property from such lien. Nothing in this Lease shall be deemed or construed to constitute consent to, or request to, any party for the performance of any labor or service or the furnishing of any materials for the improvement, alteration or repairing of the Leased Premises; nor as giving Tenant the right or authority to contract for, authorize or permit the performance of any labor or services or the furnishings of any material that would permit

the attaching of a valid Mechanic's Lien.

8. INDEMNIFICATION AND RELEASE

Landlord and Tenant and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by insurance on the premises or in connection with property on or activities conducted on the premises, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof.

Landlord, its agents and employees, shall not be liable for, and Tenant waives all claims for, damage, including but not limited to consequential damages, to person, property or otherwise, sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in or upon any part of the Leased Premises including, but not limited to, claims for damage resulting from: (a) any equipment or appurtenances becoming out of repair; (b) Landlord's failure to keep any part of the Leased Premises in repair; (c) injury done or caused by wind, water, or other natural element; (d) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof,

gas, water, and steam pipes, stairs, porches, railings or walks; (e) broken glass; (f) the backing up of any sewer pipe or downspout; (g) the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about such building or premises; (h) the escape of steam or hot water; (i) water, snow or ice upon the premises; (j) the falling of any fixture, plaster or stucco; (k) damage to or loss by theft or otherwise of property of Tenant or others; (l) acts or omissions of persons in the premises, other tenants in the Leased Premises, occupants of nearby properties, or any other persons; and (m) any act or omission of owners of adjacent or contiguous property, or of Landlord, its agents or employees. All property of Tenant kept in the premises shall be so kept at Tenant's risk only and Tenant shall save Landlord harmless from claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier.

Tenant shall indemnify and save harmless Landlord from and against any and all liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with Tenant's use, occupancy, management or control of the Leased Premises or

Tenant's operations, conduct or activities in the Leased
Premises.

9. EVENTS OF DEFAULT

Any of the following shall be deemed an Event of Default:

A. The failure to pay any installment of rent when the same becomes due and the failure continues for ten (10) days.

B. Tenant's failure to perform or observe any other covenant, term or condition of this lease to be performed or observed by Tenant and if curable, the failure continues for fifteen (15) days after notice thereof is given to Tenant.

C. Abandonment of the Leased Premises.

D. The filing or execution or occurrence of:

(1) An involuntary petition in bankruptcy against Tenant and the failure of Tenant, in good faith, to promptly commence and diligently pursue action to dismiss the petition.

(2) A petition against Tenant seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act, and the failure of Tenant in good faith to promptly commence and diligently pursue action to dismiss the petition.

- (3) A general assignment for the benefit of creditors by Tenant.
- (4) The taking by any party of the leasehold created hereby, or any part thereof, upon foreclosure, levy, execution, attachment or other process of law or equity.

For purposes of this Section 9 and Sub-Section B, of Section 10, the term "Tenant" shall include any assignee, sublessee, or guarantor of Tenant. This provision, however, shall not be construed to permit the assignment of this Lease, nor the subletting of the Leased Premises, except as may be permitted hereby.

10. LANDLORD'S REMEDIES

A. Upon the occurrence of any Event of Default Landlord may, at its option, in addition to any other remedy or right it has hereunder or by law:

(1) Re-enter the Leased Premises, without demand or notice, and resume possession by any action in law or equity or by force or otherwise and without being liable in trespass or for any damages and without terminating this Lease. Landlord may remove all persons and property from the Leased Premises and such property may be removed and stored at the cost of Tenant.

(2) Terminate this Lease at any time upon the date specified in a notice to Tenant. Tenant's liability for damages shall survive such termination. Upon termination such damages recoverable by Landlord from Tenant shall, at Landlord's option, be either an amount equal to "Liquidated Damages" or an amount equal to "Indemnity Payments".

"Liquidated Damages" means an amount equal to the excess of the rentals provided for in this Lease, which would have been payable hereunder by Tenant, had this Lease not so terminated, for the period commencing with such termination

and ending with the date set for the expiration of the original term granted, (hereinafter referred to as "Unexpired Term"), over the then reasonable rental value of the Leased Premises for such Unexpired Term.

"Indemnity Payments" means an amount equal to the rent and other payments provided for in this Lease which would have become due and owing thereunder from time to time during the Unexpired Term plus the cost and expenses paid or incurred by Landlord from time to time in connection with:

- (a) Obtaining possession of the Leased Premises;
- (b) Removal and storage of Tenant's or other occupant's property;
- (c) Care, maintenance and repair of the Leased Premises while vacant;
- (d) Reletting the whole or any part of the Leased Premises;
- (e) Repairing, altering, renovating, partitioning, enlarging, remodeling or otherwise putting the Leased Premises, either separately or as part of larger premises, into condition acceptable to, and reasonably necessary to obtain new lessees.
- (f) Making all repairs, alterations and improvements

required to be made by Tenant hereunder and of performing all covenants of the Tenant relating to the Condition of the Leased premises, less the rent and other payments, if any, actually collected and allocable to the Leased Premises or to the portions thereof relet by Landlord. Tenant shall on demand make Indemnity Payments monthly and Landlord can sue for all Indemnity Payments as they accrue.

(3) Without terminating this Lease, relet the Leased Premises without the same being deemed an acceptance of a surrender of this Lease nor a waiver of Landlord's rights or remedies and Landlord shall be entitled to Indemnity payments, as heretofore defined, from Tenant. Any reletting by Landlord may be for a period equal to or less than, or extending beyond the remainder of the original term, or for the whole or any part of the Leased Premises, separately or with other premises or for any sum, or to any lessee or for any use Landlord deems appropriate.

B. Upon the occurrence of any of the following:

(1) The filing of a voluntary petition in bankruptcy by Tenant.

(2) The filing of a petition or answer by Tenant seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act.

(3) An adjudication of Tenant as a bankrupt or insolvent.

(4) The appointment of a trustee, receiver, guardian, conservator or liquidator of Tenant with respect to all or substantially all of its property,

this lease shall terminate ipso facto as of such occurrence and the Leased Premises shall be surrendered as required by Section 2. of this Lease. Tenant's liability for damages shall survive such termination and Landlord shall be entitled to recover an amount equal to Liquidated Damages as defined above or an amount equal to the maximum allowed by any statute or rule of law in effect at the time when and governing the proceedings in which such amount is sought.

11. ADVANCES AND INTEREST

Upon the occurrence of any Event of Default, Landlord may, if such default has not been cured within any applicable grace period (except in the case of emergencies, applicable grace periods need not have expired), cure that default for the account and at the expense of Tenant. If Landlord in curing or enforcing any remedy upon such default is compelled to pay or elects to pay any sum of money or do any acts which will require the payment of any sum of money, the sum so paid or incurred, including attorney's fees, shall be immediately reimbursed by Tenant upon demand by Landlord. All sums or rents as to which Tenant is in default of payment shall bear interest at the rate of Two (2%) per cent over the prime rate then in effect.

12. REAL ESTATE TAXES

Tenant agrees to pay before delinquent all installments, of real estate taxes and assessments for municipal improvements due and payable against the Leased premises during the term of this Lease, and any holdover period hereof. Landlord shall forward or cause to be forwarded to Purchaser a copy of all statements for real estate taxes as received by Landlord and Tenant shall provide Landlord prompt evidence of the payment of all such assessments.

Tenant shall be responsible for and shall pay before delinquent all municipal, county, federal or state taxes coming due during or after the term of this Lease against Tenant's interest in this Lease or against personal property of any kind owned or placed in, upon or about the premises by Tenant.

13. ACCESS BY LANDLORD TO LEASED PREMISES

Landlord, Landlord's agents, and Landlord's prospective lessee, purchasers or mortgagees shall be permitted to inspect and examine the Leased Premises at all reasonable times and Landlord shall have the right to make any repairs to the Leased Premises which Landlord may deem necessary, but this provision shall not be construed to require Landlord to make repairs except as is otherwise required hereby.

14. QUIET ENJOYMENT

If Tenant shall perform all of the covenants and agreements herein provided to be performed on Tenant's part, Tenant shall, at all times during the term have the peaceable and quiet enjoyment of possession of the Leased Premises without any manner of hinderance from Landlord or any parties lawfully claiming under Landlord, subject, nevertheless, to the terms and conditions of this Lease.

15. UTILITIES

Tenant shall not install any equipment which can exceed the capacity of any utility facilities at the Leased Premises and if any equipment installed by Tenant requires additional utility facilities, the same shall be installed by Tenant at his sole cost and expense in compliance with all code requirements, the plans and specifications for which must be approved in writing by Landlord. Tenant shall be solely responsible for and promptly pay all charges for use or consumption of sewer, gas, electricity, water, telephone and all other utility services. Landlord shall not be liable to Tenant in damages or otherwise if any utility or service is interrupted or terminated because of repairs, installations, improvements, or any cause whatsoever, nor shall any such termination relieve Tenant of its obligations under this Lease.

16. LIMITATION OF LIABILITY

Anything to the contrary herein contained, notwithstanding, there shall be absolutely no personal liability on persons, firms or entitles who constitute Landlord with respect to any of the terms, covenants, conditions and provisions of this Lease, and Tenant shall be subject to the rights of any lienholder, look solely to the interest of Landlord, its successors and assigns, in the Leased Premises for the satisfaction of each and every remedy of Tenant, if any, in the event of default by Landlord hereunder; such exculpation of personal liability is absolute and without any exception whatsoever.

17. GENERAL AGREEMENT OF PARTIES

This Lease shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties. This provision, however, shall not be construed to permit the assignment or other transfer of this Lease except as may be permitted hereby. When applicable, use of the singular form of any word shall mean or apply to the plural and the neuter form shall mean or apply to the feminine or masculine.

The captions and article numbers appearing in this Lease are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of such provisions. No waiver by Landlord of any default of Tenant shall be effective unless in writing, nor operate as a waiver of any other default or of the same default on a future occasion. Landlord's acceptance of rent shall not be deemed a waiver as to any proceeding default. Any notices to be given hereunder shall be deemed sufficiently given when in writing and (a) actually served on the party to be notified or (b) placed in an envelope directed to the party to be notified at the following addresses and deposited in the U.S. Mail by Certified Mail, postage prepaid:

1. If to Landlord at the Office of the Auditor,
Courthouse, Danville, Indiana 46122.

2. If to Tenant at 247 South Wayne Street, Danville,
Indiana 46122. Such addresses may be changed by either party by
written notice as to the new address given as above provided.
If there is more than one Tenant, their obligation shall be
joint and several. This Lease shall not be recorded.

18. ATTORNEY'S FEES

Each party shall pay the other party's reasonable legal costs and attorney's fees incurred in successfully enforcing by judicial determination against the other party any covenant, term or condition of this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on this 20 day of September, 1982.

"LANDLORD"
BOARD OF COMMISSIONERS

"TENANT"
HENDRICKS COUNTY SENIOR
SERVICES, INC.

Arthur Hinsel
Marion Money
Herschel Lintz

BY JH PRLD
its President Board

ATTEST:

Pat Stamper
Pat Stamper, Auditor

99 yrs. term of Fairgrounds
from Hendricks Co.

REAL ESTATE LEASE

THIS INDENTURE WITNESSETH:

That Hendricks County, State of Indiana, acting by and through its duly elected and qualified Board of County Commissioners, has this day demised and leased to Hendricks County 4-H and Agricultural Fair Association, Inc., the following real estate in said County and State, to-wit:

A tract of land lying in the Northwest Quarter of Section 11, Township 13 North, Range 1 West in Hendricks County, Indiana, bounded and described as follows, to-wit:
Beginning at a point on the East line of the said 4-4 Sec., said point being 400 feet South of the Northeast corner thereof and running thence South on the said East 4-4 line a distance of 1188 feet to a point; thence running West a distance of 699 feet to a point; thence running North and parallel to the said East 4-4 line a distance of 1314.6 feet to the South right-of-way line of U. S. Highway 36; thence running in a Northeasterly direction on the said South right-of-way road line a distance of 249 feet to a point; thence running South and parallel to the said East 4-4 line a distance of 254.5 feet to a point; thence running East a distance of 485 feet to the place of beginning, containing 20 acres more or less,

together with the rights, privileges and appurtenances to the same for the term of ~~Twenty-nine (29) years~~ Ninety-nine (99) years, from the 1st day of May, 1956. And the said Hendricks County 4-H and Agricultural Fair Association, Inc., agrees to pay as rent for said premises, the sum of One Dollar (\$1.00) per year, in advance, without relief from valuation or appraisal laws.

THE CONDITIONS OF THIS LEASE ARE:

A. That the premises are to be used and occupied by Hendricks County 4-H and Agricultural Fair Association, Inc., for the purpose of furthering and promoting the civic, agricultural, horticultural, animal husbandry, family, home, cultural, educational and social interests of the citizens of Hendricks County.

B. It is specifically understood and agreed that Lessee may erect temporary and permanent structures of any nature upon said premises, providing same are not in violation of State and Local laws and zoning regulations, and provided further that in the erection and maintaining of such structures, no lien of any sort shall ever attach to the real estate herein demised. And provided further that upon the expiration of this lease by its terms or otherwise, the Lessee shall have the right to remove such temporary and portable structures as may be located thereon, and that all structures of a permanent nature which have become a part of the realty shall be come the property of the Lessor.

C. This lease may not be assigned without the express consent of the Board of Commissioners of Hendricks County.

D. This lease shall terminate and become null and void prior to the expiration date hereof, in the event the Lessee corporation becomes dissolved or remains inactive and fails to promote the functions for which it was incorporated for a period of five (5) consecutive years.

E. Lessee covenants and agrees to keep and maintain all buildings and premises in a clean and sanitary condition at all times in accordance with established sanitary and health codes, and shall not permit any unlawful acts or practices thereon, and shall not maintain or permit activities dangerous to health or liable to spread disease among humans, animals and plants.

F. Upon a breach of any of the covenants herein, or upon the mutual consent of the governing bodies of the parties hereto, this lease shall or may at the option of the Lessor be terminated, and the failure of the Lessor to exercise any right of option hereto in any instance shall not be deemed a waiver of exercising any option thereafter.

This lease is executed pursuant to express resolution of the Board of Directors adopted prior to the execution of this lease, and by the Lessor, by the Board of County Commissioners, in regular meeting assembled.

WITNESS the execution hereof this 5th day of May, 1936.

HENDRICKS COUNTY, INDIANA
BOARD OF COUNTY COMMISSIONERS

Chairman

Member

Member

Attest:

Hendricks County Auditor

HENDRICKS COUNTY L-H AND AGRICULTURAL
FAIR ASSOCIATION, INC.

By W. J. M. Hall
President

Attest:

Secretary

STATE OF INDIANA

HENDRICKS COUNTY

352

Personally appeared before me, a Notary Public in and for the County and State aforesaid, Hendricks County, Indiana, by and through _____,

And _____, AND Hendricks County L-H and
Agricultural Fair Association, Inc., by _____
President and _____, Secretary, respectively

President and _____, Secretary, respectively, who acknowledged the execution of the foregoing instrument as and for the true act and deed of said Lessor and said Lessee.

WITNESS my hand and Notarial Seal this 11 day of May, 1956.

Notary Public

FILED

MAY 10 1958

Charles V. Parker
AUDITOR HENDRICKS COUNTY

ENTERED FOR RECORD

2007

WIKI-101020

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AMENDMENT TO REAL ESTATE LEASE

This agreement entered into this ____ day of December, 1974, by the duly qualified and acting Board of Commissioners of Hendricks County, Indiana, hereinafter referred to as County Commissioners, and a Hendricks County 4-H and Agricultural Fair Association, Inc., hereinafter referred to as Fair Association;

WHEREAS, on May the 7th, 1956, the County Commissioners entered into a real estate lease with the Fair Association whereby the Fair Association leased a certain tract of real estate owned by Hendricks County, the legal of which is attached hereto and made a part hereof and marked Exhibit "A", for a period of ninety-nine years (99) from the 1st day of May of 1956 and;

WHEREAS, the County Commissioners are constructing a Dog Pound and a driveway and parking area as shown as a green colored area on a map of the Hendricks County 4-H Fairgrounds a copy of which is attached hereto, made a part hereof and marked Exhibit "B", and;

WHEREAS, the Fair Association has constructed a driveway from U.S. 36 to various places in the 4-H Fairgrounds, and the County Commissioners desire the use of that portion of the driveway which is colored orange on Exhibit "B";

NOW THEREFORE, the parties agree as follows:

1. The Fair Association agrees to amend the aforesaid real estate lease dated May 7th, 1956 to permit the County Commissioners and their agents, employees and licensees the unrestricted use of that portion of the driveway colored orange on Exhibit "B" throughout the life of the aforesaid lease.

2. The County Commissioners agree to share the maintenance of that portion of the Fair Association's driveway which is

colored orange on Exhibit "B" throughout the remainder of the
aforesaid lease or until such time as they have notified the
Fair Association in writing that they relinquish their right
to the use of the aforesaid driveway.

Arthur Himmel
Howard Lehl

Board of Commissioners of Hendricks
County

Dean Turner
President, Hendricks County 4-H and
Agricultural Fair Association, Inc.

Brenda Spoon Cunningham
Secretary, Hendricks County 4-H and
Agricultural Fair Association, Inc.

That Hendricks County, State of Indiana, acting by and through its duly elected and qualified Board of County Commissioners, has this day demised and leased to Hendricks County 4-H and Agricultural Fair Assoc., Inc., the following real estate in the said County and State, to-wit:

A tract of land lying in the Northwest Quarter of Section 11, Township 15 North, Range 1 West in Hendricks County, Indiana, bounded and described as follows, to-wit:

Beginning at a point on the East line of the said 1/4-1/4 Sec. said point being 400 feet South of the Northeast corner thereof running thence South on the said East $\frac{1}{4}$ - $\frac{1}{4}$ line a distance of 1188 feet to a point; thence running west a distance of 699 feet to a point; thence running North and parallel to the said East $\frac{1}{4}$ - $\frac{1}{4}$ line a distance of 1314.6 feet to the South right-of-way line of U.S. Highway 36; thence running in a Northeasterly direction on the said South right-of-way road line a distance of 249 feet to a point; thence running South and parallel to the said East $\frac{1}{4}$ - $\frac{1}{4}$ line a distance of 254.5 feet to a point; thence running East a distance of 485 feet to the place of beginning, containing 20 acres, more or less, together with the rights, privileges and appurtenances to the same belonging, to have and to hold the same for and during the term Ninety-nine (99) years, from the 1st day of May, 1956. And the said Hendricks County 4-H and Agricultural Fair Assoc., Inc., agrees to pay as rent for said premises, the sum of One Dollar (\$1.00) per year, in advance, without relief from valuation or appraisement laws.

EXHIBIT

"A"

meeting assembled.

This instrument was prepared by:
Lee T. Comer
Attorney-at-Law
P.O. Box 207
Danville, IN 46122

EXHIBIT "A"

PROPOSED ACCESS AND DRAINAGE EASEMENT

A part of the Northeast Quarter of Section 10, Township 15 North, Range 1 West, Second Principal Meridian, Center Township, Hendricks County, Indiana, more particularly described as follows:

Commencing at a stone in the center of the Rockville Free Gravel Road (now U.S.R. 36) as called for in a Warranty Deed recorded in the Office of the Recorder of Hendricks County in Deed Book 179, Page 458; thence South 59 1/2 degrees East (deed) along the center of said Rockville Road 9.37 chains; thence South 00 degrees 31 minutes 03 seconds West to and along the West line of the property described in a Warranty Deed recorded in Deed Book 280, Page 429 in said Recorder's Office 404 feet (deed) to an iron pipe; thence South 89 degrees 28 minutes 57 seconds East perpendicular to the last course and along the South line of said property 150.28 feet to a pipe at the Southeast corner of said property; thence North 00 degrees 31 minutes 03 seconds East perpendicular to the last course and along the East line of said property 214.08 feet to a point on the right of way of U.S.R. 36 (Project No. F-076-2(1), fiscal year 1984); thence South 52 degrees 29 minutes 54 seconds East along said right of way 619.36 feet to a point located 150 feet right of Station 51+00 per plans for said Highway Project; thence South 58 degrees 31 minutes 20 seconds East along said right of way 57.46 feet to the Point of Beginning; thence continuing along said right of way, South 58 degrees 31 minutes 20 seconds East 142.54 feet to a point located 150 feet right of Station 53+00; thence along said right of way, South 01 degree 00 minutes 44 seconds West 98.62 feet to a point located 235 feet right of Station 53+50; thence along the prolongation of the last course, South 01 degree 00 minutes 44 seconds West 48 feet, more or less, to the water's edge of ^{222.42'}White Lick Creek; thence Northwesterly along the meanderings of said water's edge 121 feet, more or less, to a point which bears South 02 degrees 00 minutes 00 seconds East from the beginning point; thence North 02 degrees 00 minutes 00 seconds West 180 feet, more or less, to the Point of Beginning.

A part of the Northeast Quarter of Section 10, Township 15 North, Range 1 West, Second Principal Meridian, Center Township, Hendricks County, Indiana, more particularly described as follows:
Commencing at a stone in the center of the Rockville Free Gravel Road (now U.S.R. 36), as called for in a Warranty Deed recorded in the Office of the Recorder of Hendricks County in Deed Book 178, page 456; thence South 59 1/2 degrees East (deed) along the center of said Rockville Road 3.37 chains; thence South 00 degrees 31 minutes 03 seconds West to and along the West line of the property described in a Warranty Deed recorded in Deed Book 280, page 429 in said Recorder's Office 404 feet (deed) to an iron pipe, said pipe also being the Point of Beginning; thence South 89 degrees 28 minutes 57 seconds East perpendicular to the last course and along the South line of said property 150.26 feet to a pipe at the Southeast corner of said property; thence North 00 degrees 31 minutes 03 seconds East perpendicular to the last course and along the East line of said property 214.06 feet to a point on the right-of-way of U.S.R. 36, (Project No. F-076-2(1), fiscal year 1984); thence South 52 degrees 29 minutes 54 seconds East along said right-of-way 619.36 feet; thence South 58 degrees 31 minutes 20 seconds East along said right-of-way 57.46 feet; thence leaving said right-of-way South 02 degrees 00 minutes 00 seconds East 157.55 feet; thence South 51 degrees 05 minutes 00 seconds West 250.60 feet to an iron pin; thence South 38 degrees 52 minutes 00 seconds West 127.96 feet to an iron pin; thence South 89 degrees 56 minutes 38 seconds West 428.27 feet to an iron pipe; thence North 00 degrees 31 minutes 03 seconds East 609.32 feet to the Point of Beginning; containing 8.98 acres, subject to all highways, rights-of-way and easements.

The meeting recessed for lunch to resume at 1:00 PM.

IN THE MATTER OF HOSPITAL

Dennis Dawes, Administrator of the Hendricks Community Hospital presented a Resolution of September 25, 1996 from the Hendricks Community Hospital Board of Trustees as follows:

Be it resolved that the Board of Trustees of Hendricks Community Hospital, at their meeting on September 25, 1996, requests from the County Commissioners additional land, as identified by the facility survey, for the purpose of future hospital expansion to meet the health care needs of Hendricks County.

Jack Bott, Chief Engineer for the Hendricks Community Hospital presented plans indicating that the land west of the hospital for priority use by hospital for health care which would be approximately 42 acres for a total of 42 acres designated for the hospital.

Commissioner Disney moved to formally dedicate the area adjoining the hospital for health care for future expansion to continue to be leased out for farming until needed and if no need arises for the hospital then this land would revert back to the county. Commissioner Clampitt seconded the motion and the motion was approved unanimously.

The Commissioners instructed Dennis Dawes to work up a resolution for county counsel to review and approve.

Commissioner Myers made a motion to form a committee to look at the possibility of the county to purchase ground in the Danville area for future county expansion and for the County Council to find a way to fund this purchase for future county needs. Commissioner Disney seconded the motion and the motion was approved unanimously.

There being no further business the meeting recessed at 1:35. PM.

ATTEST:

Justin A. Oguth
Secretary

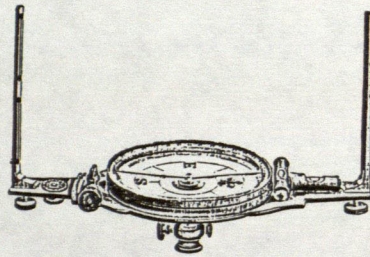
John D. Clampitt
Richard P. Hagen
Emil A. Disney

PARSONS, CUNNINGHAM, & SHARTLE ENGINEERS, INC.

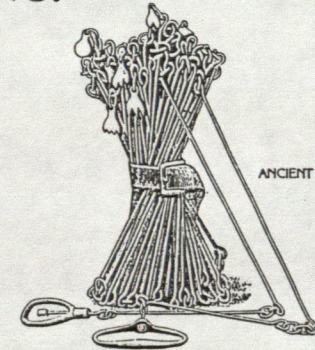
Plat of Survey of Lands Owned By

HENDRICKS COUNTY, INDIANA,

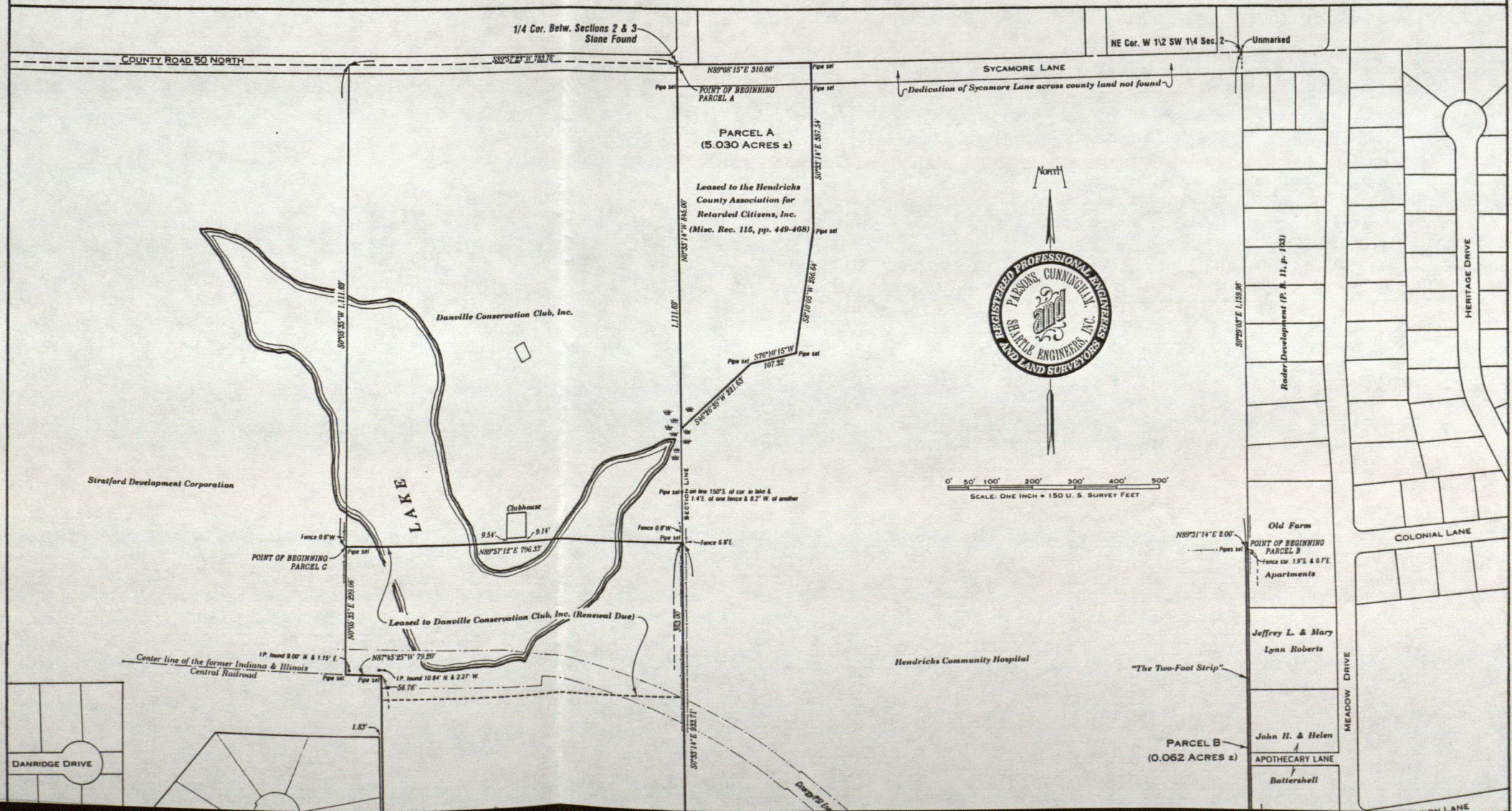
IN SECTIONS 2, 3, 10, AND 11, T. 15 N., R. 1 W.,
BUT EXCLUDING THOSE DEDICATED FOR THE
HENDRICKS COMMUNITY HOSPITAL,
EASEMENTS, AND MOST IMPROVEMENTS WHICH
WERE OMITTED BY REQUEST

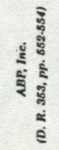


ANCIENT SURVEYOR'S COMPASS



ANCIENT GUNTER'S CHAIN





WARRANTY DEED

3191

Marille Abbott
RECORDER HENDRICKS COUNTY268
488

THIS INDENTURE WITNESSETH, That Hendricks County, a Body

Corporate and Politic Designated by the Laws of the State of Indiana as "The Board of Commissioners of the County of Hendricks," acting through the Board of Commissioners of Hendricks County, State of Indiana, CONVEY AND WARRANT to Hendricks County Hospital Association, a Body Corporate and Politic Organized and Existing Under I.C. 16-12-20 and all Acts amendatory thereof or supplemental thereto, of Hendricks County, State of Indiana, for the sum of Four Million Five Hundred Thousand Dollars (\$4,500,000.00) the receipt of which is hereby acknowledged, the following REAL ESTATE in Hendricks County, in the State of Indiana, to wit:

A part of the Southwest quarter of Section 2, Township 15 North, Range 1 West of the Second Principal Meridian in Hendricks County, Indiana and being more particularly described as follows, to wit:

Commencing at the northwest corner of said quarter section; thence North 89°39'12" East (assumed bearing) on and along the North line of said quarter section 1319.28 feet to the east line of the west half of said quarter section; thence South 00°00'00" East on and along the east line of the west half of said quarter section 1956.35 feet; thence North 89°52'36" West 232.50 feet to the northeast corner of the Hendricks County Hospital, as now established; and the point of beginning of this description; thence North 89°52'36" West on and along the north wall of said hospital 302.30 feet to the northwest corner of said hospital; thence South 00°07'24" West with the west wall of said hospital 10.50 feet; thence North 89°52'36" West 13.30 feet; thence South 00°07'24" West 23.00 feet; thence South 89°52'36" East 13.30 feet; thence South 00°07'24" West 52.20 feet; thence South 89°52'36" East leaving the west wall of said hospital 302.30 feet to the east wall of said hospital; thence North 00°27'24" East with the east wall of said hospital 52.20 feet; thence South 89°52'36" East 13.30 feet; thence North 00°07'24" East 23.00 feet; thence North 89°52'36" West 13.30 feet; thence North 00°07'24" East 10.50 feet to the point of beginning of this description, containing 0.61 acres, more or less and subject to all legal highways, rights-of-way and easements of record.

ALSO: A part of the Southwest quarter of Section 2, Township 15 North, Range 1 West of the Second Principal Meridian in Hendricks County, Indiana and being more particularly described as follows, to wit:

Commencing at the northwest corner of said quarter section; thence North 89°39'12" East (Assumed bearing) on and along the north line of said quarter section 1319.28 feet to the east line of the west half of said quarter section; Thence South 00°00'00" East on and along the east line of the west half of said quarter section 2042.05 feet; thence North 89°52'36" West 336.6 feet to the POINT OF BEGINNING of this description; thence continue North 89°52'36" West on and along the last described course 21.1 feet; thence South 00°07'24" West 39.8 feet; thence South 89°52'36" East 12.5 feet; thence South 00°07'24" West 167.8 feet; thence North 89°52'36" West 50.8 feet; thence South 00°07'24" West 48.2 feet; thence North 89°52'36" West 50.5 feet; thence South 00°07'24" West 16.7 feet; thence North 89°52'36" West 31.8 feet; thence South 00°07'24" West 45.8 feet; thence South 89°52'36" East 72.9 feet; thence North 00°07'24" East 53.1 feet; thence South 89°52'36" East 141.3 feet; thence North 15°47'49" West 144 feet; thence South 89°52'36" East 36.3 feet; thence North 00°07'24" East 85.8 feet; thence North 89°52'36" West 28.0 feet; thence North 00°07'24" East 18.5 feet; thence South 89°52'36" East 28.0 feet; thence North 00°07'24" East 106.5 feet; thence North 89°52'36" West 93.3 feet; thence North

15°47'49" West 42.2 feet to the Point of Beginning of this description, containing 0.75 acres, more or less and subject to all legal highways, rights-of-way and easements of record.

ALSO: A part of the Southwest quarter of Section 2, Township 15 North, Range 1 West of the Second Principal Meridian in Hendricks County, Indiana and being more particularly described as follows, to wit:

Commencing at the northwest corner of said quarter section; thence North 89°39'12" East (assumed bearing) on and along the north line of said quarter section 1319.28 feet to the east line of the west half of said quarter section; thence South 00°00'00" East on and along the east line of the west half of said quarter section 2042.05 feet; thence North 89°52'36" West 505.88 feet; thence South 00°07'24" West 72.3 feet to the POINT OF BEGINNING of this description; thence continue South 00°07'24" West on and along the last described course 53.2 feet; thence North 89°52'36" West 19.4 feet; thence North 00°07'24" East 53.2 feet; thence South 89°52'36" East 19.4 feet to the Point of Beginning of this description, containing 0.02 acres, more or less and subject to all legal highways, rights-of-way and easements of record.

ALSO: A part of the Southwest quarter of Section 2, Township 15 North, Range 1 West of the Second Principal Meridian in Hendricks County, Indiana and being more particularly described as follows, to wit:

Commencing at the northwest corner of said quarter section; thence North 89°39'12" East (assumed bearing) on and along the north line of said quarter section 1319.28 feet to the east line of the west half of said quarter section; thence South 00°00'00" East on and along the east line of the west half of said quarter section 2042.05 feet; thence North 89°52'36" West 505.88 feet; thence South 00°07'24" West 146.3 feet to the POINT OF BEGINNING of this description; thence continue South 00°07'24" West on and along the last described course 72.2 feet; thence South 89°52'36" East 34.2 feet; thence North 00°07'24" East 72.2 feet; thence North 89°52'36" West 34.2 feet to the Point of Beginning of this description, containing 0.06 acres, more or less and subject to all legal highways, rights-of-way and easements of record.

ALSO: A strip of ground thirty (30) feet wide for purposes of Ingress and Egress over and across a part of the southwest quarter of Section 2, Township 15 North, Range 1 West of the Second Principal Meridian in Center Township, Hendricks County, Indiana, described as follows:

Commencing at the northwest corner of said quarter section; thence North 89°39'12" East (assumed bearing) along the north line of said quarter section 1319.28 feet to the east line of the west half of said quarter section; thence South 00°00'00" East along the east line of the west half of said quarter section 2082.63 feet; thence North 89°52'36" West 231.81 feet; thence South 00°07'24" West 106.50 feet to the Beginning Point of this description; thence continue South 00°07'24" West 171.25 feet; thence North 89°52'36" West 274.16 feet; thence North 00°07'24" East 192.83 feet; thence North 89°52'36" West 19.40 feet; thence North 00°07'24" East 53.20 feet; thence North 89°52'36" West 30.00 feet; thence South 00°07'24" West 83.20 feet; thence South 89°52'36" East 19.40 feet; thence South 00°07'24" West 192.83 feet; thence South 89°52'36" East 334.16 feet; thence North 00°07'24" East 201.25 feet; thence North 89°52'36" West 30.00 feet to the Point of Beginning.

ALSO: A strip of ground fifty (50) feet wide for purposes of Ingress and Egress over and across a part of the southwest quarter of Section 2, Township 15 North, Range 1 West of the Second Principal Meridian in Center Township, Hendricks County, Indiana, described as follows:

Commencing at the northwest corner of said quarter section; thence North 89°39'12" East (assumed bearing) along the north line of said quarter section 1319.28 feet to the east line of the west half of said quarter section; thence South 00°00'00" East along the east line of the west half of said quarter section 2390.38 feet;

thence North 89°52'36" West 354.03 feet to the Beginning Point of this description; thence continue North 89°52'36" West 50.00 feet; thence South 00°07'24" West 250.69 feet to a point on the north right of way line of U.S. Highway No. 36, as now located and established, said point being on a curve concave left having a radius of 1482.60 feet and subtended by a long chord having a bearing of North 63°34'08" East and a length of 55.90 feet; thence northeasterly along the arc of said curve 55.90 feet; thence North 00°07'24" East 225.70 feet to the point of beginning.

The undersigned persons executing this Deed on behalf of said Hendricks County, a Body Corporate and Politic, certify that they are the duly elected Board of Commissioners of the County of Hendricks, State of Indiana, and have been fully empowered by proper resolution of the Board of Commissioners of the County of Hendricks, Hendricks County, Indiana, to execute and deliver this Deed; that the Grantor has full corporate capacity to convey the real estate described herein and that all necessary action by and on behalf of Hendricks County, a Body Corporate and Politic, for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, Hendricks County, A Body Corporate and Politic Designated by the Laws of the State of Indiana as "The Board of Commissioners of the County of Hendricks" acting through The Board of Commissioners thereof has caused its corporate seal to be hereto affixed and these presents to be signed, executed, acknowledged and delivered in its name and behalf by the members of The Board of Commissioners of the County of Hendricks, Hendricks County, Indiana, to wit: Arthur Himsel, Marvin Money and Herschel Gentry, Jr., and attested by Patricia Noel, the County Auditor of Hendricks County, this 30th day of June, 1981.

THE BOARD OF COMMISSIONERS OF THE
COUNTY OF HENDRICKS
HENDRICKS COUNTY, INDIANA

Arthur Himsel
Arthur Himsel

Marvin Money
Marvin Money

Herschel Gentry, Jr.
Herschel Gentry, Jr.

ATTEST:

Patricia Noel
Patricia Noel
County Auditor of Hendricks
County, Indiana

E-15,000'

Danville Conservation Club, Inc.

Assn. for Retarded
Citizens,
lessee
5.02 Acres

57

180

233

234

235

236

59

60

161

162

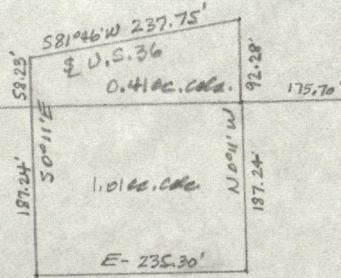
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143

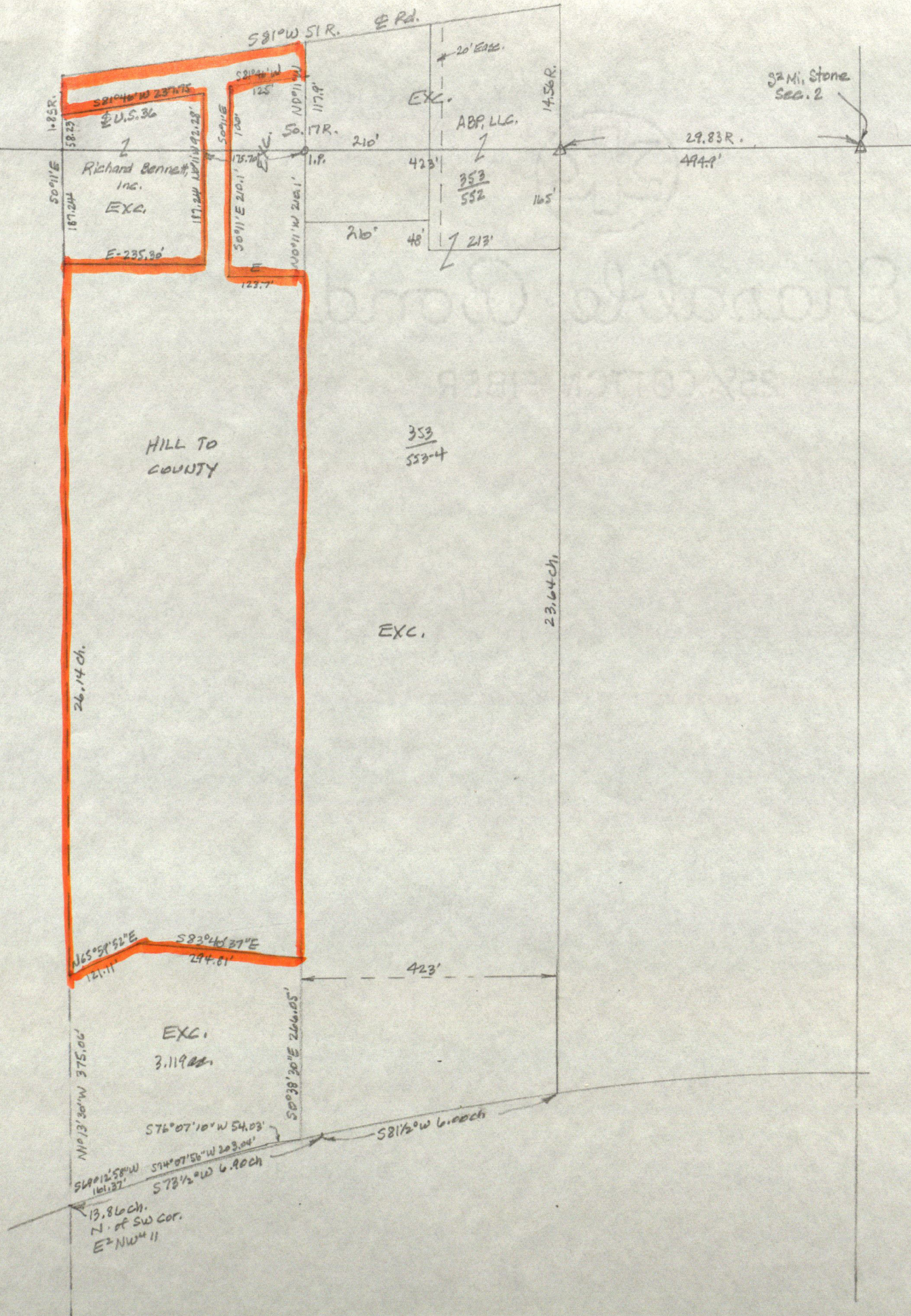
151

69

$$\frac{58.23' + 92.28'}{2} = 75.255'$$



$$\frac{227}{95}$$



ENTERED FOR RECORD

DEC 17 1934 PAGE 57-59

4279

BOOK 282 PAGE 57

Ernest L. Morphen
RECORDED HENDRICKS COUNTY

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, That HERTHA HILL, ("Grantor") of
ALABAMA County in the State of California QUITCLAIMS to
THE BOARD OF COMMISSIONERS of Hendricks County in the State of
Indiana, for the sum of Sixteen Thousand Five Hundred Dollars
(\$16,500.00) and other valuable consideration, the receipt of
which is hereby acknowledged, the following described real estate
in Hendricks County, Indiana:

A part of the East half of the Southwest quarter of Section
2, Township 15 North of Range 1 West bounded and described as
follows, to-wit: Beginning at a point on the South line of
said half quarter, which is 29.83 rods West of the Southeast
corner thereof, and on the West line of a tract of land now
owned by Marie Ensminger; thence running North 14.56 rods to
the center of the Indianapolis & Rockville State Road, (Now
U. S. Road No. 36) as formerly located; thence South 81
degrees West on and along the center of said Indianapolis &
Rockville State road 51 rods and to a point on the West line
of said half quarter, which is 38.15 chains South of the
Northwest corner thereof; thence South on the West line of
said half quarter 1.85 chains to the Southwest corner
thereof; thence East on the South line of said half quarter
50.17 rods to the place of beginning, containing 3.42 acres,
more or less.

ALSO:

A part of the East half of the Northwest quarter of Section
11, Township 15 North, Range 1 West, bounded and described as
follows, to-wit: Beginning at a point on the West line of
said half quarter which is 13.86 chains North of the
Southwest corner thereof and where the North line of the
Indianapolis and St. Louis Railroad Company right-of-way
intersects the West line of said half quarter; thence North
on said West line 26.14 chains to the Northwest corner of
said half quarter; thence East on the North line thereof 50
rods; thence South parallel with the West line of said half
quarter, 23.64 chains to the North line of said Railroad
right-of-way; thence South 81 1/2 degrees West on and along
said North line of said right-of-way 6 chains; thence South
73 1/2 degrees West on and along said Railroad right-of-way
6.90 chains and to the place of beginning, containing 30.89
acres, more or less.

EXCEPTING from both of the above described tracts, a strip of
land 423 feet of even width off of and across the entire East
side thereon, and containing in the tract herein described,
exclusive of said exception, 17.16 acres, more or less.

ALSO EXCEPT:

Part of the Southeast Quarter of the Southwest Quarter of
Section 2, and a part of the Northeast Quarter of the
Northwest Quarter of Section 11, all in Township 15 North,
Range 1 West, bounded and described as follows, to-wit: From
a stone at the Half Mile Corner between the two sections
referred to above run thence West on and along the line
dividing said sections a distance of 494.9 feet (old deeds
say 30 rods) to an old corner stone; thence continue West on
and along said section line 423 feet to an iron pin at the
beginning point of this description: FROM SAID BEGINNING
POINT run thence North 0 degrees 11 minutes West with the
section bearing 117.9 feet to the south right-of-way line of
U. S. Highway No. 36; thence South 81 degrees 46 minutes West
on and along said south right-of-way line 125 feet; thence

South 0 degrees 11 minutes East with the section bearing 100.0 feet to aforesaid section line; thence continue South 0 degrees 11 minutes East with the section bearing 210.1 feet; thence East parallel to aforesaid section line 123.7 feet; thence North 0 degrees 11 minutes West with the section bearing 210.1 feet to the point of beginning, containing 0.31 acres, more or less, in said Section 2, and containing 0.60 acres, more or less, in said Section 11. Aggregating 0.91 acres more or less.

ALSO EXCEPT:

Part of the East half of the Southwest Quarter of Section 2, Township 15 North, Range 1 West, and the East half of the Northwest quarter of Section 11, Township 15 North, Range 1 West and beginning at a point 175.70 feet West of the Southeast corner of the Southwest Quarter of Section 2, thence North 0 degrees 11 minutes 00 seconds West 92.28 feet to a point on the South right-of-way line of U. S. Highway #36; thence bearing South 81 degrees 46 minutes 00 seconds West on and along said right-of-way line 237.75 feet to a point; thence South 0 degrees 11 minutes 00 seconds East parallel with the East line of said Quarter 58.23 feet to the South line of Section 2; thence continuing South 0 degrees 11 minutes 00 seconds East on and along said course 187.24 feet to a point thence traversing East and running parallel to the South line of said Section 2, said line being also the north line of Section 11, for 235.30 feet to a point; thence traversing North 0 degrees 11 minutes 00 seconds West and running parallel with the East line of the Northwest Quarter of Section 11 a distance of 187.24 feet to the place of beginning. 1.41842.

ALSO EXCEPT:

A part of the East Half of the Northwest Quarter of Section 11, Township 15 North Range 1 West, Hendricks County, Indiana, described as follows: Beginning at a point on the west line of said half-quarter section North 1 degree 13 minutes 30 seconds West 13.86 chains (distance quoted from Deed Record 155, page 310) from the southwest corner of said half-quarter section, which point of beginning is on the northern line of the right of way of Consolidated Rail Corporation (formerly Indianapolis and St. Louis Railroad Company); thence continuing North 1 degree 13 minutes 30 seconds West 375.06 feet along said west line; thence North 65 degrees 59 minutes 52 seconds East 121.11 feet; thence South 83 degrees 40 minutes 37 seconds East 294.81 feet to the east line of the owners' land; thence South 0 degrees 38 minutes 30 seconds East 266.05 feet along said east line to the northern line of the right of way of Consolidated Rail Corporation; thence South 76 degrees 07 minutes 10 seconds West 54.03 feet along said northern line; thence South 74 degrees 07 minutes 56 seconds West 203.04 feet along said northern line; thence South 69 degrees 12 minutes 58 seconds West 161.37 feet along said northern line to the point of beginning and containing 3.119 acres, more or less.

Subject, however, to taxes and special assessments, if any, levied and assessed against the subject property, easements and restrictions of record and zoning ordinances.

IN WITNESS WHEREOF, the Grantor has executed this deed, this

29th day of December, 1984.

Signature

Hertha Hill

Printed

HERTHA HILL

119899
1 second
all
Page 305-7
422

This Indenture Witnesseth that Martin Gregg and Mary J. Gregg wife of said Martin of Hendricks County in the State of Indiana Convey and Warrant to Hendricks County in the State of Indiana for the sum of Six Thousand Six Hundred and Eighteen Dollars. The following described Real Estate bounded as follows, Beginning at a point in the Section line, between Section Ten (10) and Eleven (11) Three Chains and twenty nine links South of the North West Corner of Section Eleven (11) Township fifteen (15) North of Range One (1) West. Thence South twenty seven and a half ($27\frac{1}{2}$) degrees West seven (7) chains and fifty (50) links thence South fifty four and a half ($54\frac{1}{2}$) degrees West one (1) chain and sixty two and a half ($62\frac{1}{2}$) links, thence South South four degrees and twelve Minutes ($4^{\circ}12'$) East seventeen (17) chains and eighty two (82) links to the Centre of the Danville and Plainfield Road thence South fifty six degrees and twelve Minutes ($56^{\circ}12'$) East seven (7) chains, and sixty two and a half ($62\frac{1}{2}$) links to the Middle of White Lick Creek, thence down the Creek following the meanders thereof, to the half mile stake between Sections Ten (10) and Eleven (11) thence East to the South East Corner of the Eighty (80) acres ($W\frac{1}{2}NW\frac{1}{4}$ Sec 11) thence North to the North line of Section Eleven (11) thence North two (2) chains to the Centre of the gravel road thence South eighty two (82) degrees and fifty Minutes ($82^{\circ}50'$) West sixteen (16) chains and one (1) link, thence South seventy degrees and fifty Minutes ($70^{\circ}50'$) West two (2) chains and ninety five (95) links, thence South twenty seven and a half ($27\frac{1}{2}$) degrees West two (2) chains, and seventy nine (79) links to the place of Beginning. Containing Eighty eight and twenty four one hundredths ($88\frac{24}{100}$) Acres more or less, lying in the said County of Hendricks in the State of Indiana.

In witness whereof the said Martin Gregg and Mary J. Gregg have hereunto set their hands and seals this day of April Eighteen hundred and sixty seven.

Martin Gregg *[Signature]*
Mary J. Gregg *[Signature]*

3688
374.003
374.003

129
206
MISC

State of Indiana Hendricks County-

Before me Charles Foley a Notary Public in and for said County, this 8th day of April A.D. 1867. Martin Gregg and Mary J. Gregg and acknowledged the execution of the annexed deed.

This Indenture Witnesseth That John O. Wishard and Elizabeth H. Wishard his wife of Hendricks County in the State of Indiana Convey and Warrant to The Board of Commissioners of Hendricks County and their successors in office in trust for said County of Hendricks, of — County in the State of Ind the sum of Thirty nine hundred sixty two and ⁴⁶/₁₀₀ Dollars the following Real Estate in Hendricks County in the State of Indiana to-wit. Beginning at the North East Corner of Section 10 Township 13 North of Range one West; Thence South three chains and twenty-nine links; Thence South $24\frac{1}{2}$ degrees West from a true Meridian Variation 3° Thirty Rods; thence South $54\frac{1}{2}$ degrees West six and One half rods thence South 4° degrees East 61 rods; Thence North 46 degrees West $39\frac{1}{2}$ rods; thence North $151\frac{7}{10}$ rods to a stone in the old Rail Road bed; thence West 120 links; thence North $18\frac{5}{10}$ rods; thence East 49.08 rods to the section line thence South 23 chains and 39 links to the place of beginning. estimated to contain $144\frac{23}{100}$ acres more or less; reserving therefrom the right of way of the Indiana & Illinois R.R. Co. through said land 100 feet wide The County Commissioners assume the payment of a school fund Mortgage of three hundred Dollars on said land This deed is made to take the place of a Deed dated 3rd day of October 1882 made by the same Grantors ^{to the same grantees} and recorded in deed record No 58 of page 299

In Witness Whereof the said John O. Wishard and Elizabeth H. Wishard his wife have hereunto set their hands and seals this fifth day of December AD. 1882

John O. Wishard
Elizabeth Wishard

State of Indiana } ss:
Hendricks County }

Before me Adrian A. Parsons Recorder in and for said County this 5th day of December 1882 John O. Wishard and Elizabeth H. Wishard, his wife acknowledged the execution of the annexed deed, Witness my hand and Official seal

Adrian A. Parsons

Recorder of Hendricks County

Recorded December 12th 1882 at 2 p.m.
Adrian Parsons. R.H.C.



79
203

This Indenture Witnesseth, That Alfred S. Lineinger, and Sarah A. Lineinger, his wife, of Hendricks County and State of Indiana, convey and warrant to the Board of Commissioners of Hendricks County, in the State of Indiana, and their successors in office in trust for said Hendricks County, for and in consideration of the sum of \$5000.00, the following real estate in Hendricks County and State of Indiana, to wit:

Commencing at the South West corner of the West half of the South West quarter of section two, in Township fifteen, North of Range One West; thence North one hundred and sixty rods, to the North West corner of said half quarter; thence East eighty rods to the North East corner of said half quarter; thence South to the center of the Rockville road; thence South Westerly along the center of said road to the West line of the West half of the North West quarter of section 11, in said township and range, thence North to the place of beginning.

Containing seventy-nine acres more or less, except the right of way of the Indiana and Illinois Central Rail Road across the above described land.

The Grantors hereby reserve possession of the above granted premises until the 15th. day of January, 1896, and of the house and barn until 1st. day of March 1896, and the right to remove therefrom the windmill and fixtures thereon situated.


In Witness Whereof, The said Alfred S. Lineinger and Sarah A. Lineinger, his wife, have hereunto set their hands and seals, this 12 day of November, 1895.

Alfred S. Lineinger. —

Sarah A. Lineinger. —

State of Indiana, Hendricks County, ss;

Before me Cash C. Hadley, Notary Public in and for said County, this 12 day of November, 1895, personally came Alfred S. Lineinger and Sarah A. Lineinger his wife and acknowledged the execution of the foregoing deed to be their act and deed. Witness my hand and Notarial seal.

Cash C. Hadley, Notary Public. 

Entered for Record Nov 13th A.D. 1895 at 8 A.M.

Wm. L. Wilson. R.H.C.

02-2-10-516 200-014

BOOK 321 PAGE 281

No. 16

343
771

Duly entered for taxation this _____
day of _____, 19____
Auditor _____ County, Indiana
DULY ENTERED FOR TAXATION

17-1-03-51W 400-003

14791

split

WARRANTY DEED

AUG 31 1995

May Jane Russell
AUDITOR HENDRICKS COUNTY

THIS INDENTURE WITNESSETH, That Donald E. Lambert and Dorothy L. Lambert,

husband and wife (Grantor) of Hendricks County, in the State of INDIANA,

CONVEY AND WARRANT to Stratford Development Corp. (Grantee) of Hendricks

County, in the State of INDIANA, for the sum of ONE DOLLAR (\$1.00) and other
valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following
described real estate in HENDRICKS County, State of Indiana:

SEE LEGAL DESCRIPTION ATTACHED

ENTERED FOR RECORD

Subject to all taxes now a lien and to become a lien thereon.

Subject to all easements, restrictions and rights-of-way.

AUG 31 1995

HENDRICKS COUNTY RECORDER

19 95 IN WITNESS WHEREOF, Grantor has executed this deed this 30 day of August,

STATE OF
Indiana

Grantor: (Seal)

Grantor: (Seal)

SS:

Signature Donald E. Lambert
Printed: Donald E. Lambert

Signature Dorothy L. Lambert
Printed: Dorothy L. Lambert

COUNTY OF
Hendricks

Grantor: (Seal)

Grantor: (Seal)

Signature _____
Printed: _____

Signature _____
Printed: _____

Before me, a Notary Public, in and for said County and State, personally appeared Donald E. Lambert and Dorothy L. Lambert, husband and wife who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that any representations therein contained, are true.

Witness my hand and Notarial Seal this 30 day of August, 19 95

My Commission Expires:
3-23-97

Signature Lee T. Comer
Printed Lee T. Comer, Notary Public

Resident of Hendricks County, Indiana.

This instrument was prepared by: Lee T. Comer, Attorney at Law, P.O. Box 207, Danville, IN 46122.

Send tax statements to 6845 E. U.S. 36, SUITE 510, DANVILLE, IN
46122

Commitment Number: 95-2434

BOOK 343 PAGE 771

LEGAL DESCRIPTION

A part of the Southeast Quarter of Section 3, and a part of the East Half of the Southwest Quarter of Section 3, and a part of the Northeast Quarter of Section 10, all in Township 15 North, Range 1 West of the Second Principal Meridian in Hendricks County, Indiana, being more particularly described as follows:

Commencing at the Northwest corner of said Southeast Quarter Section; thence North 89 degrees 49 minutes 28 seconds East (assumed bearing) along the North line of said Southeast Quarter Section 425.00 feet to the POINT OF BEGINNING of this description; thence continuing North 89 degrees 49 minutes 28 seconds east along said North line 1423.13 feet (1423.02 feet by deed) to a point being South 89 degrees 49 minutes 28 seconds West 783.75 feet from the Northeast corner of said Southeast Quarter Section; thence South 00 degrees 06 minutes 13 seconds East 1402.71 feet to the centerline of the former Terre Haute, Indianapolis and Eastern tract line; thence South 89 degrees 27 minutes 10 seconds East 45 seconds East 158.85 feet to the Northeast corner of Stratford Ridge Section One as recorded in Corrected Warranty Deed in Deed book 342, page 232 in the Office of the Recorder of Hendricks County, Indiana; thence North 89 degrees 00 minutes 35 seconds West along the boundary of said Stratford Ridge Section One a distance of 377.03 feet; thence South 38 degrees 36 minutes 16 seconds East along the boundary of said Stratford Ridge Section One a distance of 269.89 feet; thence South 00 degrees 14 minutes 44 seconds West. thereof recorded in Plat Book 63 page 408-411 in the Office of the Recorder of Hendricks County, Indiana; thence North 00 degrees 14 minutes 16 seconds West along the East line of said Parkridge Addition 536.24 feet to the Northeast corner of said Parkridge Addition; thence South 87 degrees 16 minutes 44 seconds West 1314.40 feet (1314.06 feet by plat) to the West line of said Southeast Quarter section; thence North 00 degrees 44 minutes 03 seconds West along said West line 130.29 feet (127.14 feet by deed) to the East line of Danville Park as recorded in Deed Record 218 page 461 in the Office of the Recorder of Hendricks County, Indiana; thence North 49 degrees 04 minutes 24 seconds East along the East line of said Danville Park 93.53 feet; thence North 14 degrees 33 minutes 14 seconds East along said East line 306.43 feet; thence North 50 degrees 37 minutes 08 seconds West along said East line 258.41 feet; thence North 14 degrees 54 minutes 36 seconds East along said East line 285.10 feet; thence North 17 degrees 29 minutes 58 seconds West along said East line 112.91 feet (102.70 feet by deed); thence North 89 degrees 45 minutes 30 seconds East 421.74 feet; thence North 00 degrees 19 minutes 03 seconds West 461.72 feet to the POINT OF BEGINNING and containing 58.728 acres, more or less.

Feb 5 1933 AT 1:23 PM

RIGHT OF WAY GRANT

Prof. No.

Section

Str. No.

Recorder Hendricks County

This indenture witnesseth that the undersigned, as grantors and sole owners of land in Hendricks County, Indiana, more definitely described below, through, over and upon which will pass a public highway which it is proposed by the County of Hendricks to improve, hereby grant, bargain, warrant and convey to the County of Hendricks, the description from said plans of said right of way hereby granted is as follows:

Center #1, Northeast Corporation Line of Danville over White Lick Creek
PLANS ON COUNTY ROAD NO. PROJECT NO. SEC. STR. NO.

PLANS DATED

SEC. 3, T. 15N, R. 1W

0.281 ACRES, MORE OR LESS, ACQUIRED

Descriptions are of parcels of land lying between the plan centerline and the plan right of way line on the above designated project.

Measured distances along plan centerline are indicated by Station Number and plus.

Widths of parcels are indicated in feet, measured at a right angle from plan centerline at designated Station Number and plus; however, when Station Number and plus is followed by the letters P.L.; F.L.; F.D.; L.L. or C/L.S. (indicating property line, Fence Line, Field Division, Lot Line and Centerline of Stream respectively) or other identifying notations, it shall mean that the boundary line follows said identified line from plan centerline to plan right of way line.

FROM STATION to STATION ON CENTERLINE (C/L)	LEFT SIDE OF CENTERLINE	RIGHT SIDE OF CENTERLINE
3+5 to 4+20.5	35' to 35' feet	feet
4+20.5 to 5+23.7	35' to 30' feet	feet
5+23.7 to 7+83	30' to 20' feet	feet
to	feet	feet
3+85 to 4+20.5	feet	0 to 12' feet
4+20.5 to 5+00	feet	12 to 0' feet
6+30 to 7+83	feet	0 to 4' feet
to	feet	feet
to	feet	feet
to	feet	feet
to	feet	feet

The above and foregoing grant is made in consideration of payment of the sum of

Dollars (\$) , which sum shall be paid to the order of

(Give address of Payee)

It is further understood and agreed that this conveyance transfers only the right to make, construct and maintain such highway on said lands and to use any material lying within the above described limits suitable for use in constructing and maintaining said highway and does not convey any rights to any minerals or other substances underneath the surface, except as it may be used for the construction or maintenance of such improved highways.

No timber shall be cut or removed from said granted right of way except that which from time to time is designated by Hendricks County, through its authorized representatives. Wherever the County of Hendricks shall designate any timber to be removed from said right of way, the grantors shall promptly remove the same from said right of way and failing to do so for five days after being notified the County of Hendricks or its contractor may remove such timber from the right of way onto the adjoining lands of the grantors, or successor or if he or they object, may sell or destroy such timber.

The undersigned, Alfred W. Hamblen and Shirley J. Hamblen, being duly sworn, says that he, she (is) or they (are) the sole owner(s) of the above described property, and said grantors further represent that there are no encumbrances, leases, liens or options of any kind or character on said lands as conveyed, except as shown below, and that they make this representation for the purpose of inducing the County of

It is understood and agreed that all provisions of this grant are stated above and that no verbal agreements or promises are binding.

Alfred W. Hamblen
(Grantor)

(Grantor)

Shirley J. Hamblen
(Grantor)

(Grantor)

Landry H. Hamblen
(Grantor)

(Grantor)

Attest:

Dated

Feb. 4, 1933

The above grant is hereby accepted.

Auditor

Clifford Hamblen
Willbur C. Hamblen
Lawrence Hamblen

Board of County Commissioners of

Hendricks

County, Indiana

No 15

3664

243

189
243

Rev. 8-52
Form 1, G-120-BP (County)
Purchase Grant FOR RECORDING
JUL 5 1963 11:24 AM

Auditor's Office of Hendricks County

H'way Dept. Copy (White)
Grantor Copy (Pink)
County Copy (Blue)
Proj. No.

Gail B. Hill

RIGHT OF WAY GRANT

Section
Str. No.

Recorder Hendricks County

This indenture witnesseth that the undersigned, as grantors and sole owners of land in Hendricks County, Indiana, more definitely described below, through, over and upon which will pass a public highway which it is proposed by the County of Hendricks to improve, hereby grant, bargain, warrant and convey to the County of Hendricks for Right of Way, lands as described below and located by surveys and shown on plans on file in the office of the County of Hendricks. The description from said plans of said right of way hereby granted is as follows:

Center #1, Northeast Corporation Line of Danville over White Lick Creek
PLANS ON COUNTY ROAD NO. PROJECT NO. SEC. 3

PLANS DATED

SEC. 3, T. 15N, R. 1W, 0.225 ACRES, MORE OR LESS, ACQUIRED

Descriptions are of parcels of land lying between the plan centerline and the plan right of way line on the above designated project.

Measured distances along plan centerline are indicated by Station Number and plus.
Widths of parcels are indicated in feet, measured at a right angle from plan centerline at designated Station Number and plus; however, when Station Number and plus is followed by the letters P.L.; F.L.; F.D.; L.L. or C/L.S. (indicating property line, Fence Line, Field Division, Lot Line and Centerline of Stream respectively) or other identifying notations, it shall mean that the boundary line follows said identified line from plan centerline to plan right of way line.

FROM STATION to STATION ON CENTERLINE (C/L)	LEFT SIDE OF CENTERLINE	RIGHT SIDE OF CENTERLINE
3+85 to 4+20.5	feet	35' to 35' (minus 12') feet
4+20.5 to 5+23.7	feet	35' (minus 12') to 30' feet
5+23.7 to 7+83	feet	30' to 20' (minus 1') feet
to	feet	feet
to	feet	feet
to	feet	feet
to	feet	feet
to	feet	feet
to	feet	feet
to	feet	feet
to	feet	feet

County to put fence back up
after construction was complete

The above and foregoing grant is made in consideration of payment of the sum of

Dollars (\$), which sum shall be paid to the order of

(Give address of Payee)

It is further understood and agreed that this conveyance transfers only the right to make, construct and maintain such highway on said lands and to use any material lying within the above described limits suitable for use in constructing and maintaining said highway and does not convey any rights to any minerals or other substances underneath the surface, except as it may be used for the construction or maintenance of such improved highways.

No timber shall be cut or removed from said granted right of way except that which from time to time is designated by Hendricks County, through its authorized representatives. Wherever the County of Hendricks shall designate any timber to be removed from said right of way, the grantors shall promptly remove the same from said right of way and failing to do so for five days after being notified the County of Hendricks or its contractor may remove such timber from the right of way onto the adjoining lands of the grantors, or successor or if he or they object, may sell or destroy such timber.

The undersigned, Mary E. Stephenson, being duly sworn, says that he, she (is) or they (are) the sole owner(s) of the above described property, and said grantors further represent that there are no encumbrances, leases, liens or options of any kind or character on said lands as conveyed, except as shown below, and that they make this representation for the purpose of inducing the County of Hendricks to pay them the amount herein stipulated.

It is understood and agreed that all provisions of this grant are stated above and that no verbal agreements or promises are binding.

Mary E. Stephenson (Grantor)
(Grantor)
(Grantor)
(Grantor)

Attest: Dated July 4, 1963

Auditor
The above grant is hereby accepted
Gail B. Hill
Board of County Commissioners of Hendricks County, Indiana

No 11
MISC 52/4
STATE OF INDIANA
HENDRICKS COUNTY

SS:

BEFORE THE BOARD OF COMMISSIONERS
OF HENDRICKS COUNTY.

3131

ENTERED FOR RECORD

DEC 16 1969

RESOLUTION TO AMEND FORMER DECLARATORY DEDICATION
OF REAL ESTATE FOR HOSPITAL PURPOSES AND TO
DEDICATE ADDITIONAL LANDS FOR SAID PURPOSES.

May 1969 of Order
HENDRICKS COUNTY

WHEREAS, on to wit, December 7, 1959, the Board of Commissioners of Hendricks County, Indiana, made and executed a "Dedication of Real Estate for Hospital Site", in words and figures as follows, to wit:

DEDICATION OF REAL ESTATE
FOR HOSPITAL SITE

BEFORE THE BOARD OF COMMISSIONERS OF HENDRICKS COUNTY:

Be it known that the Board of Commissioners of Hendricks County does hereby set off and dedicate for the uses of a county hospital and all facilities in connection therewith, a portion of real estate belonging to Hendricks County and more fully described as follows, to-wit:

The South half of the West Half of the Southwest quarter of Section 2, Township 15 North, Range 1 West; also that portion of the West Half of the Northwest quarter of Section 11, Township 15 North, Range 1 West, lying North of and immediately adjacent to the North property line of U. S. Highway No. 36, all in Hendricks County in the State of Indiana.

And the said Board of Commissioners does further grant a right of easement to cross the East Half of the Southeast quarter of Section 2, Township 15 North, Range 1 West for the purpose of establishing and maintaining surface and storm water drainage from the lands heretofore dedicated for hospital purposes.

And the said Board of Commissioners does further grant unto the Board of Trustees of Hendricks County Hospital the right of easement for the purpose of constructing and maintaining a sanitary sewer from the lands heretofore dedicated for hospital purposes over and across the East Half of the Northeast quarter of Section 10, Township 15 North, Range 1 West in Hendricks County, Indiana.

The dedication of lands for hospital site and the grants of easements for the purposes of service and storm drainage waters and for sanitary sewers across the lands aforesaid shall exist and continue so long as said lands are used for hospital purposes.

Proceedings had and adopted in regular session of the Board of Commissioners of Hendricks County in regular meeting December 7, 1959.

BOARD OF COMMISSIONERS OF
HENDRICKS COUNTY

Wilbur Newlin
Arthur Himsel
Lowell Franklin

ATTEST:

Chester V. Parker
Hendricks County Auditor

And Whereas, said Declaratory Dedication was not spread of record in the minutes of said Commissioners of said date due to facts and circumstances unknown at this time,

And Whereas, said Declaratory Dedication failed to include a full and complete legal description of the real estate then intended to be dedicated,

And Whereas, an amendment of said Declaratory Dedication will not be injurious to any vested rights emanating therefrom;

500-602

NOW, THEREFORE, BE IT RESOLVED that the legal description intended to be used, and which shall hereafter be used shall read as follows, to wit:

5

A part of the southwest quarter of Section 2, and the northwest quarter of Section 11, Township 15 North, Range 1 West in Hendricks County, Indiana, more particularly described as follows:

Beginning at a point on the east line of the west half of the southwest quarter of aforesaid Section 2, said point being 1320.00 feet south of the northeast corner of said half quarter section; thence westwardly at right angles to the aforesaid east line 660.00 feet; thence southwardly parallel to the east line of the west half of the southwest quarter of Section 2 a distance of 1462.62 feet to a point in the northerly right of way line of U. S. Highway 36, said point being also in the northwest quarter of Section 11, Township 15 North, Range 1 West aforesaid; thence northeastwardly deflecting left $121^{\circ}19'$ along and with the northerly line of aforesaid highway 205.06 feet; thence continue northeastwardly and eastwardly along the northerly line of aforesaid highway and on a curve to the

right having a radius of 1482.60 feet a distance of 523.56 feet to a point in the east line of the west half of the southwest quarter of Section 2 aforesaid; thence north along and with the east line of aforesaid half quarter section 1166.76 feet to the place of beginning, containing 19.40 acres, more or less.

Excepting Therefrom, a strip of land two (2) feet of even width off of and across the entire East side thereof.

And Resolved further that said "Dedication of Real Estate for Hospital Site" in all other respects remain as first above written.

And now, mindful of the potential future needs of said Hendricks County Hospital for more space for hospital facilities and the benefits accruing therefrom to the citizens of Hendricks County,

BE IT RESOLVED that an additional tract of twenty (20) acres be and the same is hereby set off and dedicated to the Board of Trustees of Hendricks County Hospital, to be used for any and all hospital facilities as said Board of Hospital Trustees may determine, the location of said twenty (20) acres being more specifically described as follows, to wit:

A part of the Southwest quarter of Section 2, Township 15 North, of Range 1 West, in Hendricks County, Indiana, and more specifically described as:

Twenty acres of even width, lying immediately North of and adjacent to the lands heretofore dedicated for a hospital site; and excepting therefrom a strip of land two (2) feet of even width off of and across the entire East side of the lands of this description, all in said Southwest quarter, Section 2 aforesaid.

Proceedings had and adopted in regular session of the Board of Commissioners of Hendricks County this 16th of December, 1969.

BOARD OF COMMISSIONERS
OF HENDRICKS COUNTY

Howard Gibbs
Howard Gibbs

Arthur Himsel
Arthur Himsel

Lowell Franklin
Lowell Franklin

(SEAL)

Attest:

Mary Jane Weathers
Mary Jane Weathers, Auditor

NO. 10

MISC.

120
169

8164

BOOK 120 PAGE 169

The Board of Commissioners

Hendricks County

Danville, Indiana

ENTERED FOR RECORD

BOOK

120 DEC 18 1989 PAGE 169-73

Bonnie D. Mays
HENDRICKS COUNTY RECORDER

RESOLUTION DEDICATING REAL ESTATE TO
HENDRICKS COMMUNITY HOSPITAL FOR
HOSPITAL PURPOSES

WHEREAS, the Board of Commissioners of Hendricks County, Indiana,
is mindful of the potential immediate and future needs of the
Hendricks Community Hospital for more space for hospital facilities
and services and the benefits accruing to the citizens of Hendricks
County and the residents of the service area of the Hendricks
Community Hospital.

BE IT RESOLVED, that a tract of real estate hereinafter described
is hereby set off and dedicated to the Board of Trustees of Hendricks
Community Hospital, to be used for any and all hospital facilities and
services as said Board of Trustees may determine, said real estate
being located in Hendricks County, Indiana, and particularly described
as follows:

A tract of land in the southwest quarter of Section 2, and the
northwest quarter of Section 11, both in Township 15 North, Range
1 West of the Second Principal Meridian in Hendricks County, State
of Indiana, more particularly described as follows:

Beginning at the northeast corner of a 19.40 acre tract of land
described in Resolution to Amend Former Declaratory Dedication
of Real Estate for Hospital Purposes and to Dedicate Additional
Lands for Said Purposes as signed by the Board of Commissioners
of Hendricks County in December 1969; thence North 89 degrees 59
minutes 43 seconds West, 660.00 feet along the north line of said
19.40 acre tract to an existing iron pin; thence South 00 degrees
00 minutes 00 seconds East, 1110.53 feet along the west line of
said 19.40 acre tract; thence North 89 degrees 59 minutes 43
seconds West, 113.89 feet; thence North 30 degrees 06 minutes 00
seconds West, 91.95 feet; thence North 00 degrees 00 minutes 00
seconds West, 1191.00 feet; thence South 89 degrees 59 minutes 43
seconds East, 820.00 on an extension of the east line of said
19.40 acre tract; thence South 00 degrees 00 minutes 00 seconds
East, 160.00 feet along the extension of the east line of said
19.40 acre tract to the point of beginning, containing 7.05
acres, more or less.

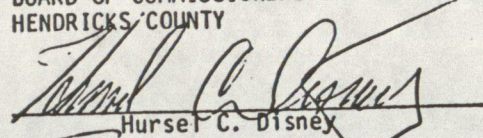
Excepting therefrom, a strip of land two feet of even width off
the entire East side thereof.

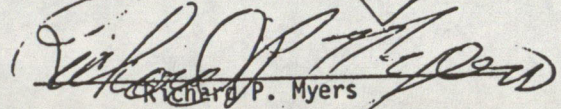
Mary Jane Russell
AUDITOR HENDRICKS COUNTY

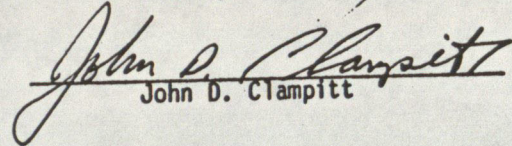
18 of Dec. 1989

Proceedings had and adopted in regular session of the Board of
Commissioners of Hendricks County, Indiana, this 6 day of
November, 1989.

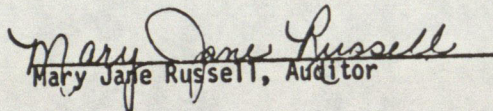
BOARD OF COMMISSIONERS OF
HENDRICKS COUNTY


Hursey C. Disney


Richard P. Myers


John D. Clampitt

ATTEST:


Mary Jane Russell, Auditor

This instrument was prepared by Harlan H. Hinkle of Hinkle Keck &
Hinkle, 35 West Marion Street, Danville, Indiana 46122.
(317) 745-5441.

A tract of land in the southwest quarter of Section 2, and the northwest quarter of Section 11, both in Township 15 North, Range 1 West of the Second Principal Meridian in Hendricks County, State of Indiana, more particularly described as follows:

Beginning at the northeast corner of a 19.40 acre tract of land described in a Resolution to Amend Former Declaratory Dedication of Real Estate for Hospital Purposes and to Dedicate Additional Lands for Said Purposes as signed by the Board of Commissioners of Hendricks County in December 1969; thence North 89 degrees 59 minutes 43 seconds West, 660.00 feet along the north line of said 19.40 acre tract to an existing iron pin; thence South 00 degrees 00 minutes 00 seconds East, 1110.53 feet along the west line of said 19.40 acre tract; thence North 89 degrees 59 minutes 43 seconds West, 113.89 feet; thence North 30 degrees 06 minutes 00 seconds West, 91.95 feet; thence North 00 degrees 00 minutes 00 seconds West, 1191.00 feet; thence South 89 degrees 59 minutes 43 seconds East, 820.00 on an extension of the east line of said 19.40 acre tract; thence South 00 degrees 00 minutes 00 seconds East, 160.00 feet along the extension of the east line of said 19.40 acre tract to the point of beginning, containing 7.05 acres, more or less.

Excepting therefrom, a strip of land two feet of even width off the entire East side thereof.

No. 21

352
2

Duly entered for taxation this _____
day of _____, 19____
Auditor DULY ENTERED _____, Indiana.
FOR TAXATION

17-2-11-51W 100-006

BOOK 353 PAGE 552

OCT 02 1996

WARRANTY DEED

Mary Jane Russell
AUDITOR HENDRICKS COUNTY

9600021094
Filed for Record in
HENDRICKS COUNTY IN
JOY BRADLEY
On 10-02-1996 At 02:25 pm.
DEED 10.00
Vol. 353 Page 552

THIS INDENTURE WITNESSETH, That Timothy O. Smart and Deborah L. Smart,

husband and wife (Grantor) of Hendricks County, in the State of INDIANA

CONVEY AND WARRANT to ABP, LLC (Grantee) of Hendricks County, in

the State of INDIANA, for the sum of ONE DOLLAR (\$1.00) and other valuable consideration,

the receipt and sufficiency of which is hereby acknowledged, the following described real estate in

HENDRICKS County, State of Indiana:

Part of the East half of the Southwest quarter of Section 2, Township 15 North, of Range 1 West and a part of the East half of the Northwest quarter of Section 11, Township 15 North, Range 1 West, bounded and described as follows, to-wit:

Beginning at a point on the north line of the east half of the Northwest quarter of Section 11, Township 15 North, Range 1 West, said point being 29.83 rods west of the northeast corner of said quarter section and run thence south on and along the east line of a tract described in a deed to Harold R. Humphrey as recorded in Deed Record 156 page 261 in the Office of the Recorder of Hendricks County, Indiana, a distance of 165.00 feet; thence west parallel to the north line of said quarter section 213 feet; thence North 165 feet; thence continue north into Section 2, Township 15 North of Range 1 West to the center of the Indianapolis and Rockville Road; thence east 9 degrees north on and along the center of said Indianapolis and Rockville Road to a point 29.83 rods west and 14.56 rods north of the Southeast corner of the Southwest quarter of Section 2, Township 15 North, Range 1 West thence south 14.56 rods to the point of beginning. Subject to all easements, restrictions, and rights of way.

Subject to all taxes now a lien and to become a lien thereon.
Subject to all easements, restrictions and rights-of-way.

IN WITNESS WHEREOF, Grantor has executed this deed this 30 day of September,
19 96.

STATE OF

Indiana

SS:

COUNTY OF

Hendricks

Grantor: (Seal)

Signature [Signature]
Printed: Timothy O. Smart

Grantor: (Seal)

Signature Timothy O. SMART
Printed:

Grantor: (Seal)

Signature [Signature]
Printed: Deborah L. Smart

Grantor: (Seal)

Signature _____
Printed:

Before me, a Notary Public, in and for said County and State, personally appeared Timothy O. Smart and Deborah L. Smart, husband and wife who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that any representations therein contained, are true.

Witness my hand and Notarial Seal this 30 day of September, 19 96.

My Commission Expires:

2/13/98

Signature

Printed Mara Vittetow, Notary Public

Resident of Putnam County, Indiana.

This instrument was prepared by: Lee T. Comer, Attorney at Law, P.O. Box 207, Danville, IN 46122.

Send tax statements to

5450 Crawfordsville Rd
Speedway, IN 46224

Commitment Number: 96-2172

352 ??
3

No. 22

Duly entered **DULY ENTERED** is _____
day of **FOR TAXATION** 19____
Auditor _____ County, Indiana.
OCT 02 1996

02-2-11-51W 100-007

Mary Jane Russell
AUDITOR HENDRICKS COUNTY

WARRANTY DEED

THIS INDENTURE WITNESSETH, That Harold Joe Trent and Mildred E. Trent, husband and wife (Grantor) of Hendricks County, in the State of INDIANA,
CONVEY AND WARRANT to ABP, LLC (Grantee) of Hendricks County, in the State of INDIANA, for the sum of ONE DOLLAR (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate in HENDRICKS County, State of Indiana:

9600021097
Filed for Record in
HENDRICKS COUNTY IN
JOY BRADLEY
On 10-02-1996 At 02:25 pm.
DEED 12.00
Vol. 353 Page 553-54

SEE LEGAL DESCRIPTION ATTACHED

Subject to all taxes now a lien and to become a lien thereon.

Subject to all easements, restrictions and rights-of-way.

IN WITNESS WHEREOF, Grantor has executed this deed this 30 day of September, 1996.

STATE OF
Indiana

SS:

COUNTY OF
Hendricks

Grantor: (Seal)

Signature *Harold Joe Trent*
Printed: Harold Joe Trent

Grantor: (Seal)

Signature *Mildred E. Trent*
Printed: Mildred E. Trent

Grantor: (Seal)

Signature _____
Printed: _____

Grantor: (Seal)

Signature _____
Printed: _____

Before me, a Notary Public, in and for said County and State, personally appeared Harold Joe Trent and Mildred E. Trent, husband and wife who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that any representations therein contained, are true.

Witness my hand and Notarial Seal this 30 day of September, 1996.

My Commission Expires:
2/13/98

Signature *Mara Vittetow*
Printed Mara Vittetow, Notary Public

Resident of Putnam County, Indiana.

This instrument was prepared by: Lee T. Comer, Attorney at Law, P.O. Box 207, Danville, IN 46122.

Send tax statements to 5450 Crawfordsville Rd

Commitment Number: 96-2171

Speedway IN, 46224
BOOK 353 PAGE 553

At ENW II From point on $\frac{1}{4}$ Sec 14 29.83 R W NE corner, run S on E Highway
(156/24) 1650' to P.O.B.: S $1395.24'$ to $\frac{1}{4}$ R.R.; S $81\frac{1}{2}^\circ$ W on $\frac{1}{4}$ Sec 14; S 78° W on
 $\frac{1}{4}$ Sec 14 32.7' to pt. 423' W of above line; N = E $1511.8'$ to pt. 117' S of $\frac{1}{4}$ Sec 14;
E = $\frac{1}{4}$ Sec 14 210'; S 48° ; E $212'$ to Reg. 1407 AC.

Also roadway case: Run on $\frac{1}{4}$ Sec 14 193' W of 29.83 R pt.; S 65° ; W $20'$;
N $165'$ to $\frac{1}{4}$ Sec 14; N $144'$ to $\frac{1}{4}$ Sec 36; NE on E $20.2'$; S to Reg.

EX: At ENW II Corn. S $89^\circ 12' 50''$ W 29.83 R $\frac{1}{4}$ Sec 14; S $0^\circ 38' 30''$ E
 $1560.24'$ (deduct from 223/14) to $\frac{1}{4}$ R.R.; N $69^\circ 47' 25''$ E on $\frac{1}{4}$ Sec 14 $80.26'$; S $85^\circ 12' 15''$ W
 $100.02'$ on $\frac{1}{4}$ Sec 14; S $78^\circ 20' 52''$ W $201.00'$ on $\frac{1}{4}$ Sec 14; S $74^\circ 50' 55''$ W $4710'$ on $\frac{1}{4}$ Sec 14 to $\frac{1}{4}$
owner's land; S $0^\circ 28' 30''$ W $266.05'$ on $\frac{1}{4}$ Sec 14; S $83^\circ 40' 37''$ E $175.98'$; N $84^\circ 02' 30''$ E
 $249.43'$ to E owner's land; S $0^\circ 38' 30''$ E on $\frac{1}{4}$ Sec 14 $211.52'$ to Reg. 2,110 AC.

NO. 19

184
80

156
253

No. 4665

ROSCOE O. SMITH ET UX TO DANVILLE CONSERVATION CLUB, INC.

THIS INDENTURE WITNESSETH, That Roscoe O. Smith and Kathryn L. Smith, his wife, of Hendricks County, in the State of Indiana Convey and Warrant to DANVILLE CONSERVATION CLUB, INC. of Hendricks County in the State of Indiana for and in consideration of One Dollar and other valuable consideration the receipt whereof is hereby acknowledged, the following described Real Estate in Hendricks County in the State of Indiana, to wit:

A part of the North East quarter of the South East quarter of Section Three (3), Township Fifteen (15) North, Range One (1) West, bounded and described as follows, to-wit: Commencing at the Northeast corner of the North East quarter of the South East quarter aforesaid, and running thence West on the half Section line 47, $\frac{1}{2}$ rods; thence South on a line parallel with the East line thereof 67 $\frac{3}{8}$ rods; thence East parallel with the South line thereof 47, $\frac{1}{2}$ rods to the East line thereof; thence North on said East line 67 $\frac{3}{8}$ rods to the place of beginning, containing 20 acres, more or less.

The Grantee herein assumes the 1947 taxes payable in 1948 assessed against the above real estate.

In Witness Whereof, The said grantors do hereby represent and state that they are each citizens of the United States of America, and that said citizenship has existed continuously since prior to April 8, 1940; that they have been domiciled and residing continuously within the United States since prior to April 8, 1940; that they are not acting directly or indirectly in any capacity whatsoever for any foreign country or national thereof; that there is no one other than above grantor(s) who has (have) had any proprietary right, title or interest in the above described real estate, either directly or indirectly, since April 8, 1940; that these representations and statements are made under oath to induce the acceptance of this deed of conveyance. The said Roscoe O. Smith and Kathryn L. Smith, his wife, have hereunto set their hands and seal, this 29th day of November, 1946.

Roscoe O. Smith (Seal)
Kathryn L. Smith (Seal)

State of Indiana, Hendricks County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 29th day of November, A. D. 1946, personally appeared the within named Roscoe O. Smith and Kathryn L. Smith, his wife, Grantors in the above conveyance, and acknowledged the same to be their voluntary act and deed, for the uses and purposes herein mentioned.

I have hereunto subscribed my name and affixed my official seal.

(Seal)

Vernon Nichols Notary Public

My Commission expires Jan. 23, 1950

Revenue stamps affixed & cancelled \$2.75
Transferred November 30, 1946
Entered for Record November 30, 1946 at 10:40 A.M.

Ernestine Blair Wallace
R. H. C.

No. 4667

EVELYN F. GIBSON SMITH & HUSB. TO ALLAN CLARK JEFFRIES ET UX

THIS INDENTURE WITNESSETH, That Evelyn F. Gibson Smith and Floyd Smith, her husband of Boone County, in the State of Indiana CONVEY AND WARRANT to Allan Clark Jeffries and Golda Hazelwood Jeffries, husband and wife, of Marion County, in the State of Indiana for the sum of one dollar and other valuable consideration the receipt of which is hereby acknowledged, the following REAL ESTATE in Hendricks County, in the State of

H 18202
Non-Exclusion
Cov. for Sub
purpose
See Bk 3
Joy Smith
EASMENT FOR
UNDERGROUND
UTILITY
BK 336/Pg. 735

Danville Conservation Club, Inc.,
Petition for Lease

January Term 1947

State of Indiana)
Hendricks County) SS:

*Recorded**Commissioner's Record 25 page 98**Recorder's Office*

Comes now Danville Conservation Club, Inc., and files its
Petition as follows, to-wit:-

TO THE HONORABLE BOARD OF COMMISSIONERS OF THE COUNTY OF HENDRICKS,
STATE OF INDIANA:

Danville, Indiana, February 21, 1947.

The undersigned, DANVILLE CONSERVATION CLUB, INC., respectfully petitions for the grant to it of a lease for a period of twenty five (25) years, with privilege given for the extension of said lease for a further period of twenty-five (25) years from the expiration date thereof, to the following real estate situated in Hendricks County, Indiana, and described as follows, to-wit:-

A part of the East half of the South East quarter of Section 3, Township 15 North, Range 1 West, bounded and described as follows, to-wit:-Beginning at a point in the East line of said Section 3 which is 23 chains and 39 links North of the South East corner and 67 3/8 rods South of the East half mile stone of said Section, and running thence South on and along said East line a distance of 22 rods; thence West 42 rods and 20 links; thence North 3.44 rods and to a stone in the Old Indiana and Illinois Railroad bed; thence West 120 links; thence North 18.56 rods and to a point which is 47 1/2 rods West and 67 3/8 rods South of the East half mile stone of said Section; thence East 47, 1/2 rods to the place of beginning., in early deeds designated as 48.08 rods.

Handwritten notes:
1543.74'
1111.6875'
2655.4875'
706.20'
56.76'
79.20'
306.24'
783.75'
1111.6875'
783.75'

Estimated to contain in the above described tract 6.4 acres, more or less.

Said Lease to be granted for the purpose of constructing, maintaining and operating a lake and recreation grounds for the use and benefits of the members of said Danville Conservation Club; to build a dam, or such dams as said Club deems necessary or desirable for the purpose or purposes of carrying on its Club program and Club activities; to excavate any soil, rock, gravel or sand in or on said real estate necessary or desirable by said Danville Conservation Club; to cut, remove or transplant any tree or trees, shrub or shrubs which said Club deems necessary or desirable for the construction, maintenance and operation of said lake, and to construct any buildings or other structures on said real estate which may be necessary or appurtenant to the conducting of any Club activities.

Respectfully submitted,

DANVILLE CONSERVATION CLUB, INC.

By Carl R. Frazier
Carl R. Frazier

Vice President.

By authority of Its Board of Directors.

And the Board of Commissioners of the County of Hendricks being duly advised and informed in the premises, finds that said Petition should be approved and the Lease Therein mentioned, should be granted as prayed for, on the real estate described in said Petition.

It is therefore ordered that said Danville Conservation Club, Inc. is hereby granted a Lease on and to the lands set out in said Petition, and described as follows, to-wit:-

A part of the East half of the South East quarter of Section 3, Township 15 North, Range 1 West, bounded and described as follows, to-wit:-Beginning at a point in the East line of said Section 3 which is 23 chains and 59 links North of the South East corner and 67 3/8 rods South of the East half mile stone of said Section, and running thence South on and along said East line a distance of 22 rods; thence West 42 rods and 20 links; thence North 3.44 rods and to a stone in the Old Indiana and Illinois Railroad bed; thence West 120 links; thence North 18.56 rods and to a point which is 47 1/2 rods West and 67 3/8 rods South of the East half mile stone of said Section; thence East 47, 1/2 rods to the place of beginning., in early deeds designated at 48.08 rods.

Estimated to contain in the above described tract 6.4 acres, more or less.

and for the purposes set out in Said Petition and subject to the following provisions and conditions:

FIRST: Danville Conservation Club is to assume full responsibility for any damage occasioned to the property of others suffered on account of the installation and maintenance of a dam and body of water upon the above described real estate.

SECOND: Danville Conservation Club shall maintain all fences on the East, South, and West boundaries to the above described tract, said fences to be good and substantial, of either woven wire or plank with good and adequate posts.

THIRD: The period of time covered by this lease shall be 25 years, with the privilege hereby granted for the renewal of said lease for a further term of 25 years under the same terms and conditions, and said lease shall be in full force and effect on and after the date of the execution of this agreement by the parties hereto, Danville Conservation Club, Inc., and the Board of Commissioners of Hendricks County.

FOURTH: Danville Conservation Club, Inc., shall pay as the consideration for this Lease to Hendricks County, Indiana, the sum of One Hundred Dollars (\$100.00) at the time of the execution of said Lease.

It is mutually agreed that this lease can not be assigned

IN WITNESS WHEREOF the parties hereto have set their hands and seals, this 3rd day of March, 1947.

DANVILLE CONSERVATION CLUB, INC.

By

Earl R. Prosser
Vice President

Grant Lester
Lowell H. Disney

Board of Commissioners of Hendricks County, Ind.

Duly entered for taxation this 17th
day of April 1961
Fee \$ 1.00
Ralph S. Carson
Auditor, Hendricks County, Ind.

WARRANTY DEED

No. 11949
Entered for record this 17 day
of Apr, 1961, at 2:49 P.M.,
In Deed Record 184 Page
Gail K. Hille
Recorder, Hendricks County, Ind.

184
80
No. 20

This Indenture Witnesseth, That Charles K. Andrews and Arla W. Andrews
husband and wife

of Hendricks County, and State of Indiana
CONVEY AND WARRANT to Phi Delta Kappa, Gamma Theta Chapter, Inc.

of Hendricks County, in the State of Indiana
for the sum of One dollar and other valuable consideration Dollars
the receipt of which is hereby acknowledged, the following REAL ESTATE, in Hendricks

County, in the State of Indiana, to wit: A part of the Northeast quarter of Section 10, Township 15 North and Range 1 West and bounded as follows: The initial point of beginning is found as follows: From the half mile stone at the East side of Section 3, Township 15 North and Range 1 West measure West a distance of 42.7 rods and South a distance of 85½ rods to a stone in the center of the old Indiana & Illinois Central Railway and from said stone measure South a distance of 29 chains and 93½ links to a point in the center of the Indianapolis & Rockville Road; which point is the initial point of beginning; from the point of beginning thence North 622 feet; thence West 155 feet; thence South parallel with the east line thereof to the center of the Indianapolis & Rockville Road and thence Eastwardly with the center of said road to the place of beginning, estimated to contain 2 acres and 34 square rods, more or less.

Subject to all taxes now a lien and to become a lien thereon.

Grantee herein, as a part of the above mentioned consideration, assumes agrees and promises to pay the remaining unpaid balance of a certain mortgage executed by Charles K. Andrews and Arla W. Andrews to Green-castle Savings and Loan Association dated December 7, 1959 recorded December 9, 1959 in Mortgage Record 151 page 21-22, Hendricks County Records, securing the principal sum of \$15,000.00.

And further states that said grantors do hereby represent and state that they are each citizens of the United States of America, and that said citizenship has existed continuously since prior to April 8, 1940; that they have been domiciled and residing continuously within the United States since prior to April 8, 1940; that they are not acting directly or indirectly in any capacity whatsoever for any foreign country or national thereof; that there is no one other than above grantor(s) who has (have) had any proprietary right, title or interest in the above described real estate, either directly or indirectly, during grantors ownership; that these representations and statements are made under oath to induce the acceptance of this deed of conveyance.

In Witness Whereof, The said Charles K. Andrews and Arla W. Andrews
husband and wife

have hereunto set their hands and seals this 14th day of

April, 1961

Charles K. Andrews (SEAL)
(Charles K. Andrews) (SEAL)

Arla W. Andrews (SEAL)
(Arla W. Andrews) (SEAL)

State of Indiana

Hendricks

County

ss:

Personally appeared before me Norman S. Comer

Notary Public in and for said County and State

Charles K. Andrews and Arla W. Andrews, husband and wife



who acknowledged the execution of the annexed Deed to be their voluntary
act and deed, and who, having been duly sworn, swears that the statements therein contained are true.

Witness my hand and Notarial Seal, this

April, 1961

14th

day of

Norman S. Comer (SEAL)
Notary Public

My Commission expires January 17, 1963

(This instrument was prepared by Norman S. Comer)

HENDRICKS COUNTY
SENIOR CITIZEN CENTER

A part of the Southwest quarter of Section 2 and a part of the Northwest quarter of Section 11, both in Township 15 North, Range 1 West of the Second Principal Meridian in Danville, Hendricks County, Indiana, and being more particularly described as follows, to-wit:

Commencing at the Northwest corner of said Southwest quarter section; thence North $89^{\circ} 39' 12''$ East (Assumed Bearing) on and along the North line of said Southwest quarter section 1319.28 feet to the East line of the West half of said Southwest quarter section;

Thence South $00^{\circ} 00' 00''$ East on and along the East line of the West half of said Southwest quarter section 1320.00 feet;
Thence North $90^{\circ} 00' 00''$ West 660.00 feet to the Northwest corner of a tract currently dedicated for Hospital Use per Commissioners Record Book 26, Page 379;
Thence South $00^{\circ} 00' 00''$ East parallel to the East line of the West half of said Southwest quarter section and on and along the West line of said Hospital tract 1151.60 feet to the point of beginning of this description;

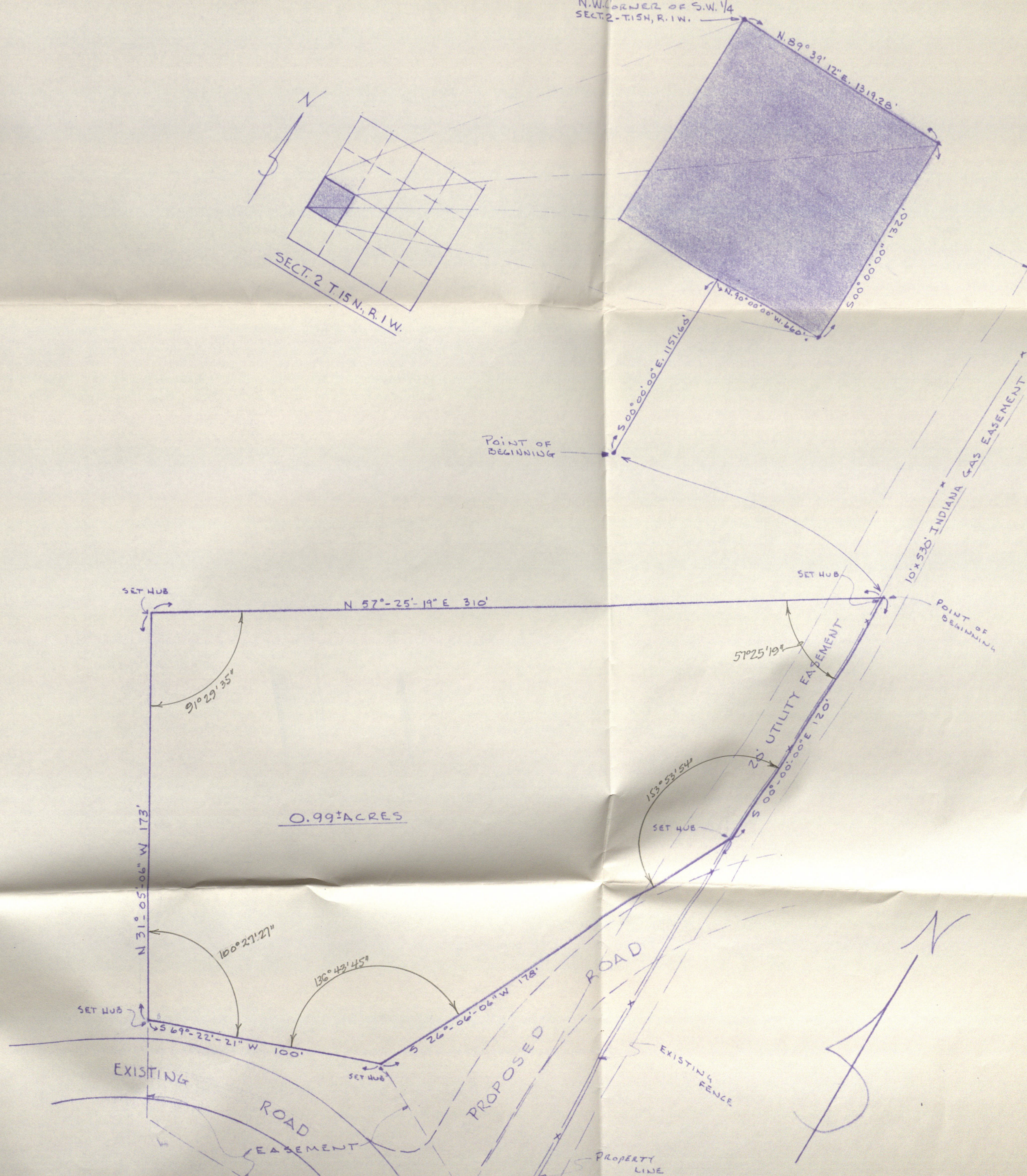
Thence continue South $00^{\circ} 00' 00''$ East on and along the last described course 120.00 feet;
Thence South $26^{\circ} 06' 06''$ West 178.00 feet;
Thence South $69^{\circ} 22' 21''$ West 100.00 feet;
Thence North $31^{\circ} 05' 06''$ West 173.00 feet;
Thence North $57^{\circ} 25' 19''$ East 310.00 feet to the point of beginning of this description, containing 0.99 acres, more or less, and subject to all legal Highways, rights-of-way and easements of record.

ALSO:

An ingress and egress easement over and across a strip of ground located in a part of the Southwest quarter of Section 2 and a part of the Northwest quarter of Section 11, both in Township 15 North, Range 1 West of the Second Principal Meridian in Danville, Hendricks County, Indiana, said easement being more particularly described as follows, to-wit:

Commencing at the Northwest corner of said Southwest quarter section; thence North $89^{\circ} 39' 12''$ East (Assumed Bearing) on and along the North line of said Southwest quarter section 1319.28 feet to the East line of the West half of said Southwest quarter section;

Thence South $00^{\circ} 00' 00''$ East on and along the East line of the West half of said Southwest quarter section 1320.00 feet;
Thence North $90^{\circ} 00' 00''$ West 660.00 feet to the Northwest corner of a tract currently dedicated for Hospital use per Commissioners Record Book 26, Page 379;
Thence South $00^{\circ} 00' 00''$ East parallel to the East line of the West half of said Southwest quarter section and on and along the West line of said Hospital Tract 1471.60 feet to the North right-of-way of U.S. Highway 36 and the point of beginning of this easement tract;
Thence South $58^{\circ} 43' 47''$ West on and along the North right-of-way line of said U.S. Highway 60.00 feet;
Thence North $88^{\circ} 57' 41''$ West 99.98 feet;
Thence North $31^{\circ} 05' 06''$ West 40.00 feet;
Thence North $69^{\circ} 22' 21''$ East 100.00 feet;
Thence South $62^{\circ} 51' 17''$ East 88.01 feet to the point of beginning of this easement description.



HENDRICKS COUNTY
SENIOR CITIZEN CENTER

Southwest quarter of Section 2 and a part of the Northwest quarter of Section 15 North, Range 1 West of the Second Principal Meridian, Hendricks County, Indiana, and being more particularly described as follows:

Beginning at the Northwest corner of said Southwest quarter section; thence (assumed Bearing) on and along the North line of said Southwest quarter section to the East line of the West half of said Southwest quarter section;

00' 00" East on and along the East line of the West half of said Southwest quarter section 1320.00 feet;
00' 00" West 660.00 feet to the Northwest corner of a quarter section 1320.00 feet;
for Hospital Use per Commissioners Record Book 26, Page 379;
00' 00" East parallel to the East line of the West half of said Southwest quarter section and on and along the West line of said Hospital quarter section to the point of beginning of this description;

South 00° 00' 00" East on and along the last described line 1320.00 feet;

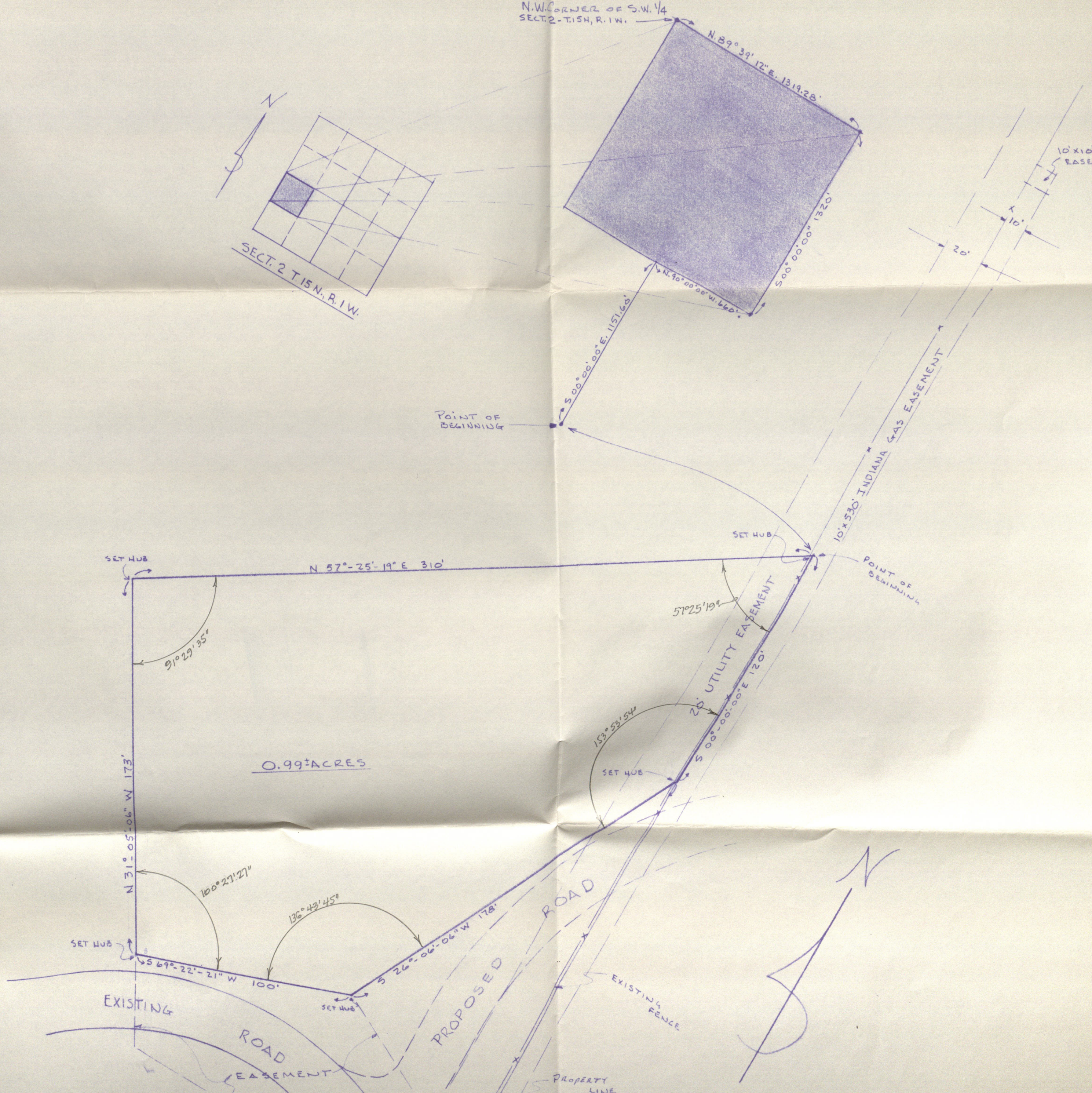
06' 06" West 178.00 feet;
22' 21" West 100.00 feet;
05' 06" West 173.00 feet;
25' 19" East 310.00 feet to the point of beginning of this description, more or less, and subject to all legal easements of record.

egress easement over and across a strip of ground located in the Southwest quarter of Section 2 and a part of the Northwest quarter of Section 15 North, Range 1 West of the Second Principal Meridian, Hendricks County, Indiana, said easement being more particularly described as follows:

Beginning at the Northwest corner of said Southwest quarter section; thence (assumed Bearing) on and along the North line of said Southwest quarter section to the East line of the West half of said Southwest quarter section;

00' 00" East on and along the East line of the West half of said Southwest quarter section 1320.00 feet;
00' 00" West 660.00 feet to the Northwest corner of a quarter section 1320.00 feet;
for Hospital Use per Commissioners Record Book 26, Page 379;
00' 00" East parallel to the East line of the West half of said Southwest quarter section and on and along the West line of said Hospital quarter section to the point of beginning of this description, more or less, and subject to all legal easements of record.

043' 47" West on and along the North right-of-way line 173.00 feet;
057' 41" West 99.98 feet;
05' 06" West 40.00 feet;
22' 21" East 100.00 feet;
051' 17" East 88.01 feet to the point of beginning of this description, more or less, and subject to all legal easements of record.



in Township 15 North, Range 1 West of the Second
 ile, Hendricks County, Indiana, and being more particularly
 it:

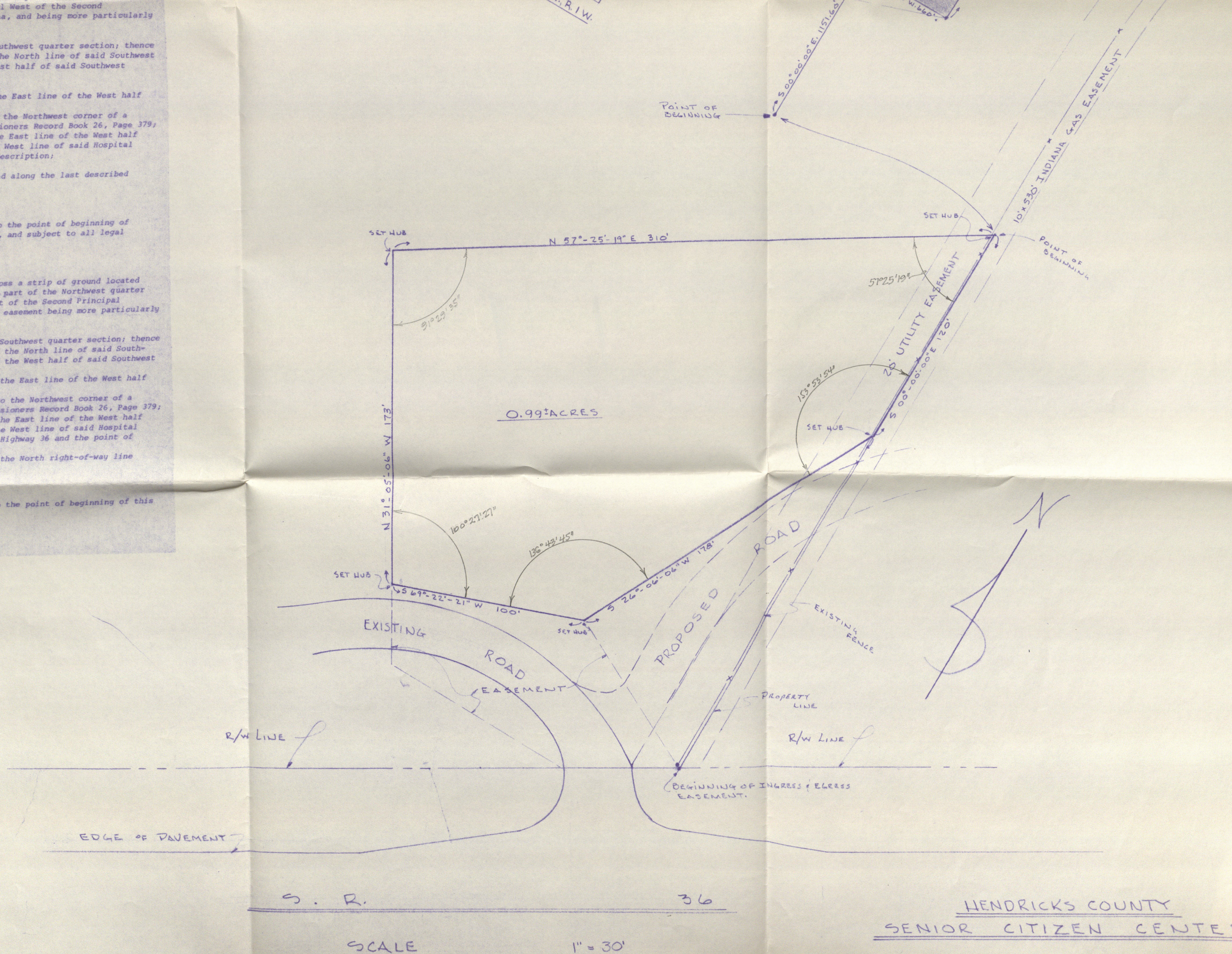
the Northwest corner of said Southwest quarter section; thence
 (Assumed Bearing) on and along the North line of said Southwest
 feet to the East line of the West half of said Southwest

00° 00' 00" East on and along the East line of the West half
 r section 1320.00 feet;
 00° 00' 00" West 660.00 feet to the Northwest corner of a
 ed for Hospital Use per Commissioners Record Book 26, Page 379;
 00° 00' 00" East parallel to the East line of the West half
 er section and on and along the West line of said Hospital
 he point of beginning of this description;

ue South 00° 00' 00" East on and along the last described
 26° 06' 06" West 178.00 feet;
 69° 22' 21" West 100.00 feet;
 31° 05' 06" West 173.00 feet;
 57° 25' 19" East 310.00 feet to the point of beginning of
 aining 0.99 acres, more or less, and subject to all legal
 y and easements of record.

and egress easement over and across a strip of ground located
 west quarter of Section 2 and a part of the Northwest quarter
 a Township 15 North, Range 1 West of the Second Principal
 Hendricks County, Indiana, said easement being more particularly
 to-wit:

at the Northwest corner of said Southwest quarter section; thence
 t (Assumed Bearing) on and along the North line of said South-
 1319.28 feet to the East line of the West half of said Southwest
 h 00° 00' 00" East on and along the East line of the West half
 rter section 1320.00 feet;
 h 90° 00' 00" West 660.00 feet to the Northwest corner of a
 ated for Hospital use per Commissioners Record Book 26, Page 379;
 h 00° 00' 00" East parallel to the East line of the West half
 rter section and on and along the West line of said Hospital
 the North right-of-way of U.S. Highway 36 and the point of
 ment tract;
 h 58° 43' 47" West on and along the North right-of-way line
 0.00 feet;
 88° 57' 41" West 99.98 feet;
 31° 05' 06" West 40.00 feet;
 69° 22' 21" East 100.00 feet;
 1 62° 51' 17" East 88.01 feet to the point of beginning of this



No. 17

342
230

BOOK 34 PAGE 230

RERECORDED TO CORRECT LEGAL DESCRIPTION

9550

19087

Duly Entered for Taxation Subject
to Stratford Development Corporation
Date of this September 19 94
Mary Jane Russell
Auditor of Hendricks County, IN
Auditor of Hendricks County

WARRANTY
DEED

No.
Entered for record this day
of 19..... M..... M.,
In Deed Record Page.....
Recorder,
County, IN

THIS INDENTURE WITNESSETH, That Donald E. Lambert and Dorothy L. Lambert,
Husband and Wife
of Hendricks County, in the State of Indiana (Grantor)
AND WARRANT to Stratford Development Corporation CONVEY
of Hendricks County, in the State of Indiana (Grantee)
One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged,
the following described real estate in Hendricks County, State of Indiana:
DULY ENTERED FOR TAXATION

JUN 16 1995

SEE ATTACHED LEGAL DESCRIPTION

Mary Jane Russell
AUDITOR HENDRICKS COUNTY

Subject to all legal highways, rights-of-way, easements and restrictions of record.
Subject to all taxes now a lien and to become a lien thereon.

RECORDED FOR RECORD

JUN 16 1995 1:50
3421 Jay Bradley 230-233
HENDRICKS COUNTY RECORDER

ENTERED FOR RECORD

SEP 14 1993 3:10
3421 Jay Bradley 230-233
HENDRICKS COUNTY RECORDER

IN WITNESS WHEREOF, Grantor has executed this deed this 2nd day of
September, 19 94.

STATE OF
INDIANA

Grantor: (Seal) Grantor: (Seal)
Signature Donald E. Lambert Signature Dorothy L. Lambert
Printed Donald E. Lambert Printed Dorothy L. Lambert

COUNTY OF
HENDRICKS

Grantor: (Seal) Grantor: (Seal)
Signature _____ Signature _____
Printed _____ Printed _____

Before me, a Notary Public in and for said County and State, personally appeared
Donald E. Lambert and Dorothy L. Lambert, Husband and Wife
who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that
any representations therein contained are true.

Witness my hand and Notarial Seal this 2nd day of September, 19 94.

My Commission expires: 6/21/97
Signature Deanna S. Lansberry
Printed Deanna S. Lansberry Notary Public
Resident of Hendricks County, Indiana

This instrument prepared by Lee T. Comer Attorney at Law.

Send tax bills to 6845 E. 4536, Suite 460, DANVILLE, IN 46122
BC: 123-233

A part of the Northeast Quarter of Section 10 and a part of the Southeast Quarter of Section 3, all in Township 15 North, Range 1 West of the Second Principal Meridian, situated in Center Township, Hendricks County, Indiana, being more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section 10; thence South 89 degrees 48 minutes 10 seconds West on and along the North line of said Northeast Quarter Section 710.08 feet to the Point of Beginning of this description; thence South 01 degrees 14 minutes 45 seconds East 105.73 feet; thence South 89 degrees 37 minutes 19 seconds West 155.00 feet; thence South 01 degrees 14 minutes 45 seconds East 612.50 feet; thence North 88 degrees 52 minutes 27 seconds West 117.83 feet; thence North 71 degrees 40 minutes 26 seconds West 264.00 feet; thence North 59 degrees 17 minutes 52 seconds West 429.00 feet; thence North 59 degrees 45 minutes 56 seconds West 250.82 feet; thence North 01 degrees 43 minutes 47 seconds East 324.88 feet; thence North 88 degrees 16 minutes 13 seconds West 258.00 feet; thence North 01 degrees 43 minutes 47 seconds East 132.80 feet; thence South 88 degrees 16 minutes 13 seconds East 60.00 feet; thence North 12 degrees 15 minutes 47 seconds East 201.20 feet; thence North 83 degrees 51 minutes 49 seconds East 619.09 feet; thence North 00 degrees 13 minutes 13 seconds West 231.78 feet; thence North 89 degrees 48 minutes 47 seconds East 50.00 feet; thence North 00 degrees 13 minutes 13 seconds West 211.10 feet; thence North 38 degrees 36 minutes 35 seconds East 269.35 feet; thence South 89 degrees 00 minutes 35 seconds East 377.03 feet; thence South 01 degrees 14 minutes 45 seconds East 1089.11 feet to the Point of Beginning of this description and containing 32.51 acres, more or less. Subject to all easements, restrictions and rights-of-way of record.

EXCEPTING THEREFROM:

A part of the Northeast Quarter of Section 10, Township 15 North, Range 1 West of the Second Principal Meridian, situated in Center Township, Hendricks County, Indiana, being more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section 10; thence South 89 degrees 48 minutes 10 seconds West on and along the North line of said Northeast Quarter Section 710.08 feet; thence South 01 degree 14 minutes 45 seconds East 105.73 feet; thence South 89 degrees 37 minutes 19 seconds West 155.00 feet; thence South 01 degree 14 minutes 45 seconds East 612.50 feet; thence North 88 degrees 52 minutes 27 seconds West 117.83 feet; thence North 71 degrees 40 minutes 26 seconds West 264.00 feet; thence North 59 degrees 17 minutes 52 seconds West 429.00 feet; thence North 00 degrees 12 minutes 33 seconds West 58.32 feet to a point on the Northeasterly right-of-way of U.S.R. 36 said point also being the Point of Beginning of this description; thence continuing North 00 degrees 12 minutes 33 seconds West 318.98 feet; thence North 89 degrees 47 minutes 27 seconds East 141.90 feet; thence South 00 degrees 22 minutes 00 seconds East 223.55 feet; thence South 55 degrees 59 minutes 27 seconds West 171.50 feet to the Point of Beginning and containing 0.89 acres, more or less.

CORRECTED LEGAL DESCRIPTION

A part of the Northeast Quarter of Section 10 and a part of the Southeast Quarter of Section 3, all in Township 15 North, Range 1 West of the Second Principal Meridian, situated in Center Township, Hendricks County, Indiana, being more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of Section 10; thence South 89 degrees 37 minutes 17 seconds West (South 89 degrees 48 minutes 10 seconds West by deed) on and along the North line of said Northeast Quarter Section 710.00 feet (710.08 feet by deed) to the Point of Beginning of this description; thence South 01 degrees 14 minutes 45 seconds East 105.75 feet (105.73 feet by deed); thence South 89 degrees 37 minutes 19 seconds West 155.00 feet; thence South 01 degrees 14 minutes 45 seconds East 612.30 feet (612.50 feet by deed); thence North 86 degrees 52 minutes 27 seconds West 117.83 feet; thence North 71 degrees 40 minutes 26 seconds West 264.00 feet; thence North 59 degrees 17 minutes 52 seconds West 429.00 feet; thence North 59 degrees 17 minutes 52 seconds West (North 59 degrees 45 minutes 56 seconds West by deed) 258.79 feet (250.82 feet by deed); thence North 02 degrees 46 minutes 09 seconds East (North 01 degrees 43 minutes 47 seconds East by deed) 312.89 feet (324.86 feet by deed); thence North 84 degrees 18 minutes 13 seconds West (North 88 degrees 16 minutes 13 seconds West by deed) 130.00 feet (256.00 feet by deed); thence North 88 degrees 19 minutes 28 seconds West 126.08 feet; thence North 01 degrees 42 minutes 44 seconds East (North 01 degrees 43 minutes 47 seconds East by deed) 130.39 feet (132.80 feet by deed); thence South 88 degrees 17 minutes 16 seconds East (South 88 degrees 16 minutes 13 seconds East by deed) 60.00 feet; thence North 12 degrees 14 minutes 44 seconds East (North 12 degrees 15 minutes 47 seconds East by deed) 201.20 feet; thence North 83 degrees 50 minutes 44 seconds East (North 83 degrees 51 minutes 49 seconds East by deed) 619.10 feet (619.09 feet by deed); thence North 00 degrees 14 minutes 16 seconds West (North 00 degrees 13 minutes 13 seconds West by deed) 231.76 feet; thence North 89 degrees 45 minutes 44 seconds East (North 89 degrees 46 minutes 47 seconds East by deed) 50.00 feet; thence North 00 degrees 14 minutes 16 seconds West (North 00 degrees 13 minutes 13 seconds West by deed) 210.15 feet (211.10 feet by deed); thence North 38 degrees 36 minutes 35 seconds East 269.89 feet (269.35 feet by deed); thence South 89 degrees 00 minutes 35 seconds East 377.03 feet; thence South 01 degrees 14 minutes 45 seconds East 1089.11 feet to the Point of Beginning of this description and containing 32.532 acres, more or less. Subject to all easements, restrictions and rights-of-way of record.

EXCEPTING THEREFROM: A part of the Northeast Quarter of Section 10, Township 15 North, Range 1 West of the Second Principal Meridian, situated in Center Township, Hendricks County, Indiana, being more particularly described as follows:

Commencing at the Northeast Corner of the Northeast Quarter of said Section 10; thence South 89 degrees 37 minutes 17 seconds West (South 89 degrees 48 minutes 10 seconds West by deed) on and along the North line of said Northeast Quarter Section 710.00 feet (710.08 feet by deed); thence South 01 degree 14 minutes 45 seconds East 105.75 feet (105.73 feet by deed); thence South 89 degrees 37 minutes 19 seconds West 155.00 feet; thence South 01 degrees 14 minutes 45 seconds East 612.30 feet (612.50 feet by deed); thence North 86 degrees 52 minutes 27 seconds West 117.83 feet; thence North 71 degrees 40 minutes 26 seconds West 264.00 feet; thence North 59 degrees 17 minutes 52 seconds West 429.00 feet; thence North 00 degrees 12 minutes 33 seconds West 58.32 feet to a point on the Northeasterly right-of-way of U.S.R. 36 said point also being the Point of Beginning of this description; thence continuing North 00 degrees 12 minutes 33 seconds West 318.95 feet (318.98 feet by deed); thence North 89 degrees 47 minutes 27 seconds East 141.90 feet; thence South 00 degrees 22 minutes 00 seconds East 223.55 feet; thence South 55 degrees 59 minutes 27 seconds West 171.50 feet to the Point of Beginning and containing 0.89 acres, more or less.

ALSO EXCEPTING THEREFROM: A part of the North Half of the Northeast Quarter of Section 10, Township 15 North, Range 1 West, Hendricks County, Indiana, being more particularly described as follows:

Commencing at the Northeast corner of said Section; thence South 00 degrees 33 minutes 53 seconds East 532.84 feet along the East line of said Section to the Northwestern boundary of U.S.R. 36; thence South 58 degrees 18 minutes 37 seconds West 95.79 feet along the boundary of said U.S.R. 36; thence along said boundary Southwesterly 245.13 feet along an arc to the right and having a radius of 768.51 feet and subtended by a long chord having a bearing of South 67 degrees 26 minutes 53 seconds West and a length of 244.09 feet; thence North 89 degrees 41 minutes 16 seconds West 396.22 feet along said boundary; thence South 01 degrees 35 minutes 28 seconds East 10.05 feet; thence North 86 degrees 05 minutes 23 seconds West 120.88 feet along said boundary; thence along said boundary Northwesterly 32.35 feet along an arc to the right and having a radius of 1095.92 feet and subtended by a long chord having a bearing of North 85 degrees 14 minutes 39 seconds West and a length of 32.34 feet to the East line of the above described 32.532 acre tract; thence North 1 degrees 14 minutes 45 seconds West along said boundary and said East line 30.22 feet to the POINT OF BEGINNING of this description; thence continuing North 01 degrees 14 minutes 45 seconds East along said East line 53.97 feet; thence North 59 degrees 17 minutes 23 seconds West 155.50 feet; thence South 71 degrees 43 minutes 10 seconds West 152.40 feet; thence North 75 degrees 59 minutes 20 seconds East 208.81 feet to the Northeastern boundary of U.S.R. 36; thence South 59 degrees 17 minutes 23 seconds East along said boundary 135.03 feet; thence South 77 degrees 07 minutes 16 seconds East along said boundary 117.04 feet; thence along said boundary Southeasterly 351.90 feet along an arc to the left and having a radius of 1065.92 feet and subtended by a long chord having a bearing of South 74 degrees 44 minutes 50 seconds East and a length of 350.30 feet to the Point of Beginning and containing 0.926 acres, more or less. The above described real estate being the same as granted to the State of Indiana by Warranty Deed recorded in Deed Record 274, pages 114-116 in the Office of the Recorder of Hendricks County, Indiana.

ALSO EXCEPTING THEREFROM: A part of the North Half of the Northeast Quarter of Section 10, Township 15 North, Range 1 West, Hendricks County, Indiana, being more particularly described as follows:

Commencing at the Northeast corner of said Quarter Section; thence South 89 degrees 37 minutes 17 seconds West on and along the North line of said Quarter Section 710.00 feet; thence South 01 degrees 14 minutes 45 seconds East 105.75 feet; thence South 89 degrees 37 minutes 19 seconds West 155.00 feet; thence South 01 degrees 14 minutes 45 seconds East 612.30 feet to the Southeast corner of the above described 32.532 acre tract of land and the POINT OF BEGINNING of this description; thence North 86 degrees 52 minutes 27 seconds West 117.83 feet; thence North 71 degrees 40 minutes 26 seconds West 264.00 feet; thence North 59 degrees 17 minutes 52 seconds West 687.79 feet to the West line of said 32.532 acre tract; thence North 02 degrees 46 minutes 09 seconds East along said West line 48.17 feet to the Northeastern right-of-way line of U.S.R. 36; thence along said right-of-way line Southeasterly 120.52 feet along an arc to the right and having a radius of 954.93 feet and subtended by a long chord having a bearing of South 62 degrees 53 minutes 31 seconds East and a length of 120.44 feet; thence South 59 degrees 16 minutes 35 seconds East along said right-of-way line 325.97 feet; thence South 59 degrees 17 minutes 23 seconds East 135.03 feet; thence South 77 degrees 07 minutes 16 seconds East 117.04 feet; thence Southeasterly 351.90 feet along an arc to the left having a radius of 1065.92 feet and subtended by a long chord having a bearing of South 74 degrees 44 minutes 50 seconds East and a length of 350.30 feet to the East line of said 32.532 acre tract; thence South 01 degrees 14 minutes 45 seconds East along said East line 80.12 feet to the Point of Beginning and containing 1.545 acres, more or less. The above described real estate being the right-of-way for U.S.R. 36 as established per Indiana State Highway plans and grants for Project No. WPH-86 Section A1(1936) and Fed. Aid Project No. 86 Section "A"(1926).

THE REMAINING REAL ESTATE CONTAINS 30.061 ACRES AFTER THE ABOVE DESCRIBED EXCEPTIONS.

This document prepared by: Donn M. Scotten, L.S.

SHADY LANE

3166

DULY ENTERED FOR TAXATION

QUIT-CLAIM DEED

FEB 10 1994

This Indenture Witnesseth, That

The Board of Commissioners

Mary Jane Russell
AUDITOR HENDRICKS COUNTY

of Hendricks County, in the State of Indiana

ENTERED FOR RECORD

Release and Quit-Claim to The Town of Danville

FEB 10 1994

of Hendricks County, in the State of Indiana

HENDRICKS COUNTY RECORDER

of One and No/100 Dollars,

and other valuable consideration, the receipt whereof is hereby acknowledged,

the following described Real Estate in Hendricks County

in the State of Indiana, to-wit:

LEGAL DESCRIPTION

A part of the East Half of the Northeast Quarter of Section 10, and a part of the West Half of the Northwest Quarter of Section 11, Township 15 North, Range 1 West, Hendricks County, Indiana, described as follows: Beginning on the east line of said Section 10 at a point 789.63 feet North (assumed Bearing) of a steel pipe at the east quarter corner of said Section 10; thence North 38 degrees 45 minutes 27 seconds West 406.52 feet; thence Northwesterly 116.71 feet on an arc to the left having a radius of 2,224.46 feet and subtended by a long chord having a bearing and length of North 40 degrees 15 minutes 38 seconds West 116.70 feet; thence North 41 degrees 45 minutes 49 seconds West 258.81 feet to the south boundary of U.S. 36; thence North 63 degrees 30 minutes 30 seconds East along said boundary 51.83 feet; thence South 41 degrees 45 minutes 49 seconds East 245.16 feet; thence Southeasterly 119.33 feet on an arc to the right having a radius of 2,274.46 feet and subtended by a long chord having a bearing and length of South 40 degrees 15 minutes 38 seconds East 119.32 feet; thence South 38 degrees 45 minutes 27 seconds East 344.24 feet to the west line of said Section 11 at a point 1,844.82 feet South of a cross on a stone at the northwest corner of said section; thence South 38 degrees 45 minutes 27 seconds East 382.50 feet to the northwestern line of that certain parcel of land conveyed by Hendricks County to The Indianapolis and St. Louis Railroad Company by virtue of deed dated June 17, 1869, and recorded in Deed Record 37, page 60, in the office of the Recorder of the aforesaid county; thence South 71 degrees 17 minutes 03 seconds West along said northwestern line 53.22 feet; thence North 38 degrees 45 minutes 27 seconds West 301.98 feet to the point of beginning; containing 1.248 acres more or less. Subject to zoning, restrictions, encumbrances, highways, and easements. The east line of the Northeast Quarter of said Section 10 is an assumed meridian to which all bearings herein are oriented.

In Witness Whereof. The said Board of Commissioners

have hereunto set our hands and seal, this 6 day of December 19 93

John D. Clampitt (Seal) _____ (Seal)
Richard P. Myers (Seal) _____ (Seal)
Hursel C. Disney (Seal) _____ (Seal)

STATE OF INDIANA, Hendricks COUNTY, ss:

Before me, the undersigned, a Notary Public in and for said County, this

6th day of December 1993, came
John D. Clampitt, Richard P. Myers, and Hursel C. Disney

, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

My Commission expires 1/24/95

Walter F. Reeder Notary Public
WALTER F. REEDER
Resident of Hendricks County

This instrument prepared by:

Greg Steuerwald County Attorney

BOOK 32 PAGE 273

No. 12

3116

BOOK 229 PAGE 436

TO THE AUDITOR OF Hendricks COUNTY, INDIANA:CERTIFICATION OF PAYMENT OF COURT APPOINTED APPRAISERS' AWARD

Linley E. Pearson, Attorney General, by David Nowak,
Deputy Attorney General, for and on behalf of the State of Indiana,
certifies:

1. That the State of Indiana is the plaintiff in the cause
entitled State of Indiana vs Board of County Commissioners of Hendricks
County, et al.,
pending in Circuit Court of Morgan County,
Cause No. C83-C298 being an action for the appropriation
of real estate described as follows:

(Attached hereto and made a part
hereof and marked as Exhibit A)

2. That on the 30th day of March, 19 84,
court appointed appraisers returned their report to the court,
assessing total damages in the sum of One Hundred Thirty Six Thousand
Eight Hundred Forty Five Dollars (\$ 136,845.00),
which sum the plaintiff, State of Indiana, paid to the clerk of
said court on the 1st day of May,
19 84.

WHEREFORE, the State of Indiana, by Linley E. Pearson,
Attorney General, and David A. Nowak, Deputy Attorney
General, make this certification for the purpose of inducing
the Auditor of Hendricks County, Indiana to certify
and transfer the hereinbefore described real estate to the name
of the State of Indiana, in accordance with IC 32-11-1-7.

Duly entered for taxation this 18th
day of June 19 84

Patricia J. Stimpfer

AUDITOR HENDRICKS COUNTY

State of Indiana

Linley E. Pearson
Attorney General of Indiana

By:

David A. Nowak
David A. Nowak
Deputy Attorney General

ENTERED FOR RECORD
BOOK

279 JUN 18 1984 PAGE 436-39

Bonnie L. Morgan
RECORDED HENDRICKS COUNTY

Indianapolis, Indiana

June

12

, 19 84

A PART OF THE NORTHEAST QUARTER OF SECTION 10 AND A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 15 NORTH, RANGE 1 WEST, HENDRICKS COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING ON THE WEST LINE OF SAID SECTION 11 SOUTH 0 DEGREES 25 MINUTES 00 SECONDS EAST 1,189.37 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 11; THENCE SOUTH 64 DEGREES 57 MINUTES 17 SECONDS EAST 458.20 FEET; THENCE SOUTHEASTERLY 704.17 FEET ALONG AN ARC TO THE LEFT AND HAVING A RADIUS OF 1,764.86 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 84 DEGREES 30 MINUTES 41 SECONDS EAST AND A LENGTH OF 699.50 FEET; THENCE NORTH 84 DEGREES 03 MINUTES 30 SECONDS EAST 98.05 FEET; THENCE NORTH 65 DEGREES 59 MINUTES 52 SECONDS EAST 120.81 FEET TO THE EAST LINE OF SAID HALF-QUARTER SECTION; THENCE SOUTH 1 DEGREE 13 MINUTES 30 SECONDS EAST 375.06 FEET ALONG SAID EAST LINE TO THE NORTHERN LINE OF THE RIGHT OF WAY OF CONSOLIDATED RAIL CORPORATION; THENCE SOUTH 69 DEGREES 12 MINUTES 58 SECONDS WEST 45.53 FEET ALONG SAID NORTHERN LINE; THENCE SOUTH 67 DEGREES 53 MINUTES 10 SECONDS WEST 104.12 FEET ALONG SAID NORTHERN LINE; THENCE NORTH 80 DEGREES 55 MINUTES 49 SECONDS WEST 919.43 FEET; THENCE NORTH 61 DEGREES 10 MINUTES 30 SECONDS WEST 460.04 FEET; THENCE NORTH 59 DEGREES 08 MINUTES 30 SECONDS WEST 335.35 FEET; THENCE SOUTH 63 DEGREES 08 MINUTES 02 SECONDS WEST 112.36 FEET; THENCE NORTH 59 DEGREES 08 MINUTES 30 SECONDS WEST 90.00 FEET; THENCE NORTH 0 DEGREES 23 MINUTES 34 SECONDS EAST 98.62 FEET; THENCE NORTH 59 DEGREES 08 MINUTES 30 SECONDS WEST 127.63 FEET TO THE WEST LINE OF THE OWNER'S LAND; THENCE NORTH 1 DEGREE 26 MINUTES 35 SECONDS WEST 339.90 FEET ALONG SAID WEST LINE TO THE SOUTHERN BOUNDARY OF U.S.R. 36; THENCE SOUTH 85 DEGREES 56 MINUTES 30 SECONDS EAST 17.07 FEET ALONG THE BOUNDARY OF SAID U.S.R. 36; THENCE SOUTH 59 DEGREES 08 MINUTES 30 SECONDS EAST 194.02 FEET; THENCE NORTH 52 DEGREES 57 MINUTES 06 SECONDS EAST 152.74 FEET TO THE SOUTHERN BOUNDARY OF U.S.R. 36; THENCE ALONG THE BOUNDARY OF SAID U.S.R. 36 NORTHEASTERLY 374.88 FEET ALONG AN ARC TO THE LEFT AND HAVING A RADIUS OF 868.51 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 71 DEGREES 47 MINUTES 27 SECONDS EAST AND A LENGTH OF 371.90 FEET; THENCE SOUTH 35 DEGREES 34 MINUTES 03 SECONDS WEST 318.62 FEET; THENCE SOUTH 13 DEGREES 35 MINUTES 27 SECONDS EAST 147.09 FEET; THENCE SOUTH 59 DEGREES 08 MINUTES 30 SECONDS EAST 172.00 FEET; THENCE SOUTH 64 DEGREES 57 MINUTES 17 SECONDS EAST 54.94 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.223 ACRES, MORE OR LESS, IN SAID SECTION 10; AND CONTAINING 10.064 ACRES, MORE OR LESS, IN SAID SECTION 11; AND CONTAINING IN ALL 17.287 ACRES, MORE OR LESS.

REVISED

8-5-83 SAW

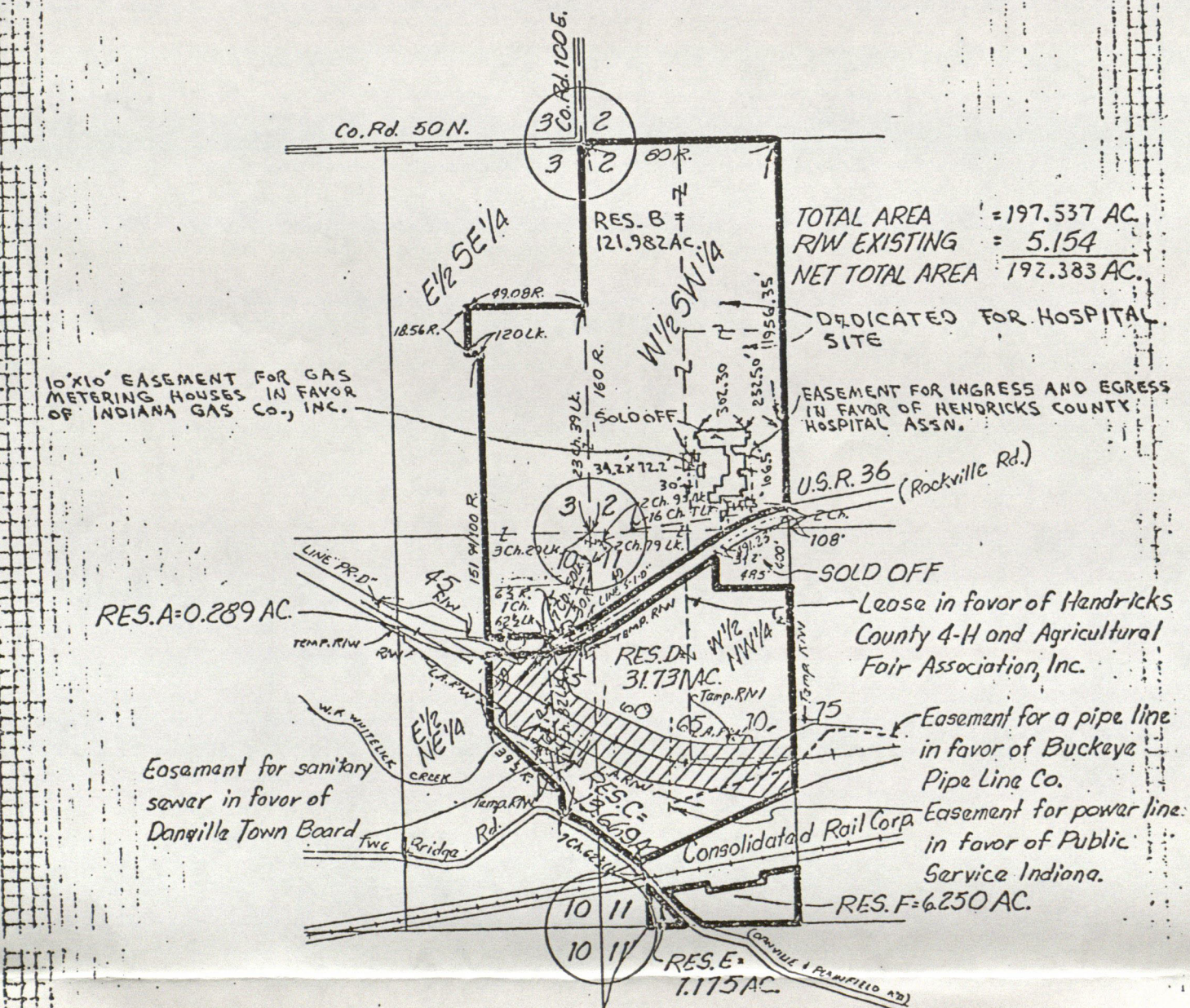
TOGETHER WITH THE PERMANENT EXTINGUISHMENT OF ALL RIGHTS AND EASEMENTS OF INGRESS AND EGRESS TO, FROM, AND ACROSS THE LIMITED ACCESS FACILITY (TO BE KNOWN AS RELOCATED U.S.R. 36 AND AS PROJECT F-076-2(1)), TO AND FROM THE OWNER'S ABUTTING LANDS, ALONG THE LINES DESCRIBED AS FOLLOWS: THE 458.20-FOOT, THE 704.17-FOOT, THE 98.05-FOOT, THE 120.81-FOOT, THE 45.53-FOOT, THE 104.12-FOOT, THE 919.43-FOOT, THE 460.04-FOOT, THE 335.35-FOOT, THE 127.63-FOOT, THE 194.02-FOOT, THE 152.74-FOOT, THE 318.62-FOOT; THE 147.09-FOOT, THE 172.00-FOOT, AND THE 54.94-FOOT COURSES DESCRIBED ABOVE. ALSO, BEGINNING AT THE NORTHWESTERN END OF THE 194.02-FOOT COURSE DESCRIBED ABOVE; THENCE SOUTH 88 DEGREES 33 MINUTES 24 SECONDS WEST 16.99 FEET AND TERMINATING ON THE WEST LINE OF THE OWNER'S LAND. ALSO, BEGINNING AT THE NORTHEASTERN END OF THE 152.74-FOOT COURSE DESCRIBED ABOVE; THENCE NORTH 52 DEGREES 57 MINUTES 06 SECONDS EAST 253.06 FEET AND TERMINATING ON THE NORTHERN BOUNDARY OF U.S.R. 36. THIS RESTRICTION SHALL BE A COVENANT RUNNING WITH THE LAND AND SHALL BE BINDING ON ALL SUCCESSORS IN TITLE TO THE SAID ABUTTING LANDS.

REVISED

8-5-83 SAW

PARCEL NO. 11
 PROJECT NO. F-076-2(1)
 ROAD NO. U.S.R. 36
 COUNTY : HENDRICKS
 SECTIONS : 2, 3, 10 & 11
 TOWNSHIP : 15N.
 RANGE : 1W.

OWNER: HENDRICKS CO. BD. OF COM.
 DEED RECORD 32, PAGE 199, DATED 4-8-1867
 " " 58, " 179, " 10-3-1882
 " " 59, " 135, " 12-5-1882
 " " 79, " 203, " 11-12-1895
 " " 161, " 430, " 5-1-1950
 CHECKED BY: R.L. Willhite 8-7-81
 BOOK 229 PAGE 439
 SCALE: 1" = 1,000'
 HATCHED AREA IS THE APPROXIMATE TAKING
 DEED REC. 268, PAGE 483, DATED 6-30-81



REV. 7-25-83. Added (2) Temp. RW's rt. sta. 54+40 to sta 58+35. G.L. Smith.

REV. 8-26-82. RES. B. G.L. Smith.

REV. 4-25-83. SOLD OFF'S ADDED. EASEMENT NOTES ADDED, REV. RES. B. TOT. AREA & NET TOT. AREA R.H. GRINCK

161/420
No. 11924 HENDRICKS COUNTY COMM. TO STATE OF INDIANA

THIS INDENTURE WITNESSETH, THAT Ralph Hawkins, Otto Whicker and Robert Ratliff, The Board of Hendricks County Commissioners, of Hendricks County, and State of Indiana CONVEY AND WARRANT to State of Indiana, for the sum of One dollar and other valuable consideration and benefits for Hendricks County, Indiana, the receipt of which is hereby acknowledged, the following Real Estate in Hendricks County, in the State of Indiana, to-wit:

Part of the Southwest Quarter of the Southwest Quarter of Section 2, and a part of the Northwest Quarter of the Northwest Quarter of Section 11, all in Township 15 North, Range 1 West, bounded and described as follows, to-wit: Beginning at a stone at the southeast corner of the Southwest Quarter of the Southwest Quarter of Section 2, the same being 1316.8 feet east of a stone at the southwest corner of said section and being 1316.8 feet west of a stone at the South half Mile corner of said section; thence running North 0 degrees 07 minutes West on and along the east line of the Southwest Quarter of the Southwest Quarter of said Section 2 a distance of 108.3 feet to the centerline of U. S. Highway No. 36; thence running in a Southwesterly direction on and along the centerline of said highway on a 4-degree curve to the left with radius of 1432.4 feet a distance of 491.23 feet to a point of tangent which is 488.84 feet measured South 68 degrees 39 minutes 30 seconds West from the last described corner; thence running South 58 degrees 50 minutes West on and along the centerline of said highway 34.2 feet; thence South 0 degrees 07 minutes East parallel to the east line of the Northwest Quarter of the Northwest Quarter of said Section 11 a distance of 312.7 feet; thence East parallel to the north line of said Section 11 a distance of 485 feet to the east line of the Northwest Quarter of the Northwest Quarter of said Section; thence running North 0 degrees 07 minutes West on and along the east line of the Northwest Quarter of the Northwest Quarter of said Section 11 a distance of 400 feet to the point of beginning, containing 0.45 acres in said Section 2 and 4.31 acres, more or less, in Said section 11. Aggregating in all 4.76 acres, more or less.

If the above described real estate is not used for military purposes, within three (3) years from the date of this instrument, the above described real estate is to revert, in fee simple, to Hendricks County, Indiana.

This conveyance is executed by authority of the resolution of the Board of Hendricks County Commissioners, as appears in Commissioners' Record 25 page 162 of the records of the Auditor of Hendricks County, Indiana.

IN WITNESS WHEREOF, the said Ralph Hawkins, Otto Whicker and Robert Ratliff, The Board of Hendricks County Commissioners, have hereunto set their hands and seal this 1 day of May 1950.

BOARD OF HENDRICKS COUNTY COMMISSIONERS
BY:

(COMM. SEAL)

Ralph C Hawkins
Ralph Hawkins
Otto Whicker
Otto Whicker
Robert Ratliff
Robert Ratliff

STATE OF INDIANA

SS:

HENDRICKS COUNTY

Personally appeared before me William Haag, Auditor of Hendricks County, Indiana, in and for said County and State, Ralph Hawkins, Otto Whicker and Robert Ratliff as

the Board of Hendricks County Commissioners, who acknowledged the execution of the annexed Deed to be their voluntary act and deed, and who, having been duly sworn, swears that the statements therein contained are true.

Witness my hand and seal this 1 day of May 1950.

(COMM. SEAL)

William Haag
William Haag, Auditor

Transferred May 16th 1950
Entered for record May 16, 1950 at 2:40 P.M.

Ernestine B. Wallace
R. H. C.

No. 11925 *n* JOSEPHINE PRYOR TO HAROLD F. REID ET UX

This Indenture Witnesseth, That Josephine Pryor, unmarried of Marion County, in the State of Indiana

Convey and Warrant to Harold F. Reid and Lestia F. Reid, husband and wife of Marion County in the State of Indiana for and in consideration of One Dollar and exchange of property Dollars the receipt whereof is hereby acknowledged, the following described Real Estate in Hendricks County in the State of Indiana, to-wit:

Part of the Southwest quarter of the Southeast quarter of Section 10 Township 15, North, Range 1 East bounded and described as follows, to-wit: Beginning at a point on the south line of said quarter quarter section, which point is 305.3 feet west of a stone at the southeast corner thereof, and running thence West on and along said south line 305.3 feet to within 762.8 feet of a stone at the southwest corner of said quarter quarter section; thence North parallel to the east line of said quarter quarter section 1342.8 feet to the north line thereof; thence East on and along said north line 305.3 feet; thence South 1338.6 feet to the point of beginning, containing 9.40 acres, more or less.

And further states that said grantors do hereby represent and state that they are each citizens of the United States of America, and that said citizenship has existed continuously since prior to April 8, 1940; that they have been domiciled and residing continuously within the United States since prior to April 8, 1940; that they are not acting directly or indirectly in any capacity whatsoever for any foreign country or national thereof; that there is no one other than above grantor(s) who has (have) had any proprietary right, title or interest in the above described real estate, either directly or indirectly, during grantors ownership, that these representations and statements are made under oath to induce the acceptance of this deed of conveyance.

In Witness Whereof, the said Josephine Pryor, unmarried has hereunto set her hand and seal, this 25th day of April, 1950.

Josephine Pryor (Seal.)
Josephine Pryor

State of Indiana, MARION County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 25th day of April, A.D. 1950, personally appeared the within named Josephine Pryor, unmarried Grantor in the above conveyance, and acknowledged the same to be her voluntary act and deed, for the uses and purposes herein mentioned.

I have hereunto subscribed my name and affixed my official seal.

(SEAL)

Frank R. Ryan Notary Public
Frank R. Ryan

My Commission expires February 20, 1954.

Transferred May 16th, 1950.
Entered for record May 16, 1950 at 2:45 P.M.
Revenue stamps affixed and cancelled \$0.55.

Ernestine B. Wallace
R. H. C.

No. 11926 *n* ROBT. D. PERRY ET UX TO EDGAR CARROLL WARRICK ET UX

This Indenture Witnesseth, That Robt. D. Perry and Nina Mae Perry, as husband and wife, of Hendricks County, in the State of Indiana

Convey and Warrant to Edgar Carroll Warrick and Gwendolyn D. Warrick, as husband and wife, of Hendricks County in the State of Indiana for and in consideration of One Dollar (\$1.00) and other valuable consideration Dollars the receipt whereof is hereby acknowledged, the following described Real Estate in County in the