



120
YEARS OF SERVICE
LOOKING AHEAD

Not Just for One Transaction, But for Life

First American Title Insurance Company
Indianapolis Downtown—Corporate
251 E. Ohio Street, Suite 200
Indianapolis, IN 46204
Telephone (317) 684-7556

Subdivision Covenants and Restrictions

The information is provided as a public service only. The information on this site is general in nature, unofficial and is not a valid reference for any legal purposes. The user agrees to hold harmless, protect, indemnify, and forever release First American Title Insurance Company and its officers, directors, agents, and employees, from and against any and all liabilities, losses, damage, expenses and charges, including but not limited to attorneys' fees and expenses of litigation, which may be sustained or incurred by the user under, or arising directly or indirectly out of the use of the information contained in this site.

①

**ADDITIONAL SUPPLEMENTAL DECLARATION OF RESTRICTIONS
FOR LOTS 14 – 39 OF THE MEADOW AT SPRINGHURST, SECTION 1**

THIS ADDITIONAL SUPPLEMENTAL DECLARATION, made this 16th day of may, 2005 (“Additional Supplemental Declaration”) by Springhurst Development Company, LLC (hereinafter referred to as the “Declarant”);

WITNESSETH:

WHEREAS, the Declarant is the owner of all the real estate contained in the area shown on Exhibit A, attached hereto and made a part hereof, which real estate is designated to become a part of a development known as Springhurst Community (“Community”), and which is subject to a certain Master Declaration of Covenants, Conditions, Easements and Restrictions for the Springhurst Community recorded on the 22nd day of March, 2005 in the Office of the Recorder of Hancock County, Indiana as Instrument No. 050003518 (“Master Declaration”); and a Supplemental Declaration of Restrictions for the Meadow at Springhurst, Section 1 dated the 21st day of March, 2005 and recorded on the 22nd day of March, 2005 in the Office of the Recorder of Hancock County, Indiana as Instrument No. 050003519; and

WHEREAS, the real estate described in “Exhibit A” shall hereinafter be subject to this Additional Supplemental Declaration in order to Declarant impose upon all real estate as described and defined herein, mutual and beneficial restrictions, covenants, conditions and charges (hereinafter referred to as the “Restrictions”) under a general plan or scheme of improvement for the benefit of the specified lots and lands in the Development and the future owners thereof, while including the Development in the Association and under the jurisdiction of the Board of Directors of the Association of the Springhurst Community.

NOW, THEREFORE, the Declarant hereby declares that all of the specified lots and lands shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Declarant and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Declarant and every one of the Declarant’s successors in title to any real estate in the Development.

1. **DEFINITIONS.** The following are the definitions of the terms as they are used in this Additional Supplemental Declaration. All terms not described herein shall have the definitions set forth in the Master Declaration and the Supplemental Declaration.

23

A. "Additional Assessment" shall mean the mandatory assessment for maintenance over and above the Annual Assessment for any Low Maintenance Lot, which shall be billed monthly to the Owners of any Low Maintenance Lot.

B. "Low Maintenance Lot" shall mean any one of Lots numbered 14 through 39, inclusively, wherein the Association shall be responsible for lawn maintenance and snow removal, and wherein any Owner of such Lot shall be responsible for any Additional Assessment therefore.

2. RESTRICTIONS CONCERNING SIZE, PLACEMENT AND MAINTENANCE OF DWELLING HOUSES AND OTHER STRUCTURES.

A. Maintenance of Low Maintenance Lots. Lots numbered 14 – 39, inclusively, shall be designated Low Maintenance Lots. The Association shall be responsible for lawn maintenance and snow removal for such Lots. Lawn maintenance shall include mowing, fertilizing and care of the grass in non-enclosed and/or non-fenced areas. The Association shall not be responsible for watering of lawns. The Association shall not be responsible for the installation, care or maintenance of (1) shrubs, (2) trees which were not planted by the Declarant or Association, (3) flowers, or (4) other plants on any Lot. Snow Removal shall include all private driveways and front yard walkways and sidewalks.

B. Maintenance of Lots and Improvements. Except as otherwise set forth in paragraph 3(A) above, the Owner of any Lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such Owner shall:

- (i) Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.
- (ii) Remove all debris or rubbish.
- (iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.
- (iv) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

3. ADDITIONAL ASSESSMENTS.

Additional Assessments shall be assessed and collected, and shall become a lien on any Lot, in the same manner as Annual Assessments and Special Assessments and the remedies of the Association as to Annual Assessments and Special Assessments shall be available to the Association with regard to any Additional Assessments.

4. EFFECT OF BECOMING AN OWNER.

The Owner of a Lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Declarant or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained.

5. DURATION.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

6. ADDITIONAL SUPPLEMENTAL DECLARATION AMENDMENT.

This Additional Supplemental Declaration may be amended in the same manner as set forth in Article XIII of the Master Declaration.

7. SEVERABILITY.

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

IN TESTIMONY WHEREOF, witness the signature of the Declarant this 16th day of May, 2005.

SPRINGHURST DEVELOPMENT
COMPANY, LLC

BY: THE BRADFORD GROUP, INC.,
Managing Member

BY: 
James L. Brothers, President

APPROVED AND CONSENTED BY:

SPRINGHURST LAND COMPANY, LLC

BY: THE BRADFORD GROUP, INC.,
Managing Member

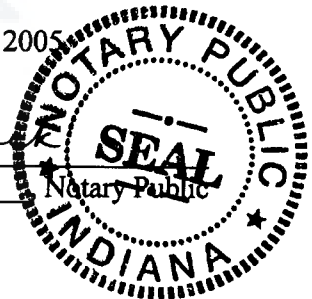
BY: [Signature]
James L. Brothers, President

STATE OF INDIANA)
) SS:
COUNTY OF Hancock)

Before me, a Notary Public, in and for said County and State, personally appeared James L. Brothers, the President of The Bradford Group, Inc., Managing Member of Springhurst Development Company, LLC, who acknowledged the execution of the foregoing Additional Supplemental Declaration, and who, having been duly sworn, stated that they represent and certify that they have been fully empowered by proper resolution to execute and deliver this Declaration and that the representations therein contained are true.

Witness my hand and Notarial Seal this 16th day of May, 2005

Barbara L. Buck
Barbara L. Buck



My Commission Expires: 6/21/07
County of Residence: Hancock

STATE OF INDIANA)
) SS:
COUNTY OF Hancock)

Before me, a Notary Public, in and for said County and State, personally appeared James L. Brothers, the President of The Bradford Group, Inc., Managing Member of Springhurst Land Company, LLC, who acknowledged the execution of the foregoing Additional Supplemental Declaration, and

who, having been duly sworn, stated that they represent and certify that they have been fully empowered by proper resolution to execute and deliver this Declaration and that the representations therein contained are true.

Witness my hand and Notarial Seal this 16th day of May, 2005

Barbara L. Buck
Barbara L. Buck Notary Public



My Commission Expires: 6/21/07
County of Residence: Hancock

This instrument was prepared by Karin L. Blue, Attorney at Law.



END OF DOCUMENT

"EXHIBIT A"

Lots Numbered 14 through 39, inclusively, in The Meadow at Springhurst Section One, as per plat thereof recorded December 14, 2004 in Plat Cabinet C, Slide 182, 183 and 184 as Instrument No. 040018183 and Amended Plat recorded March 22, 2005 as Instrument No. 05003520 in the Office of the Recorder of Hancock County, Indiana.



S:\RE\SPRINGHURST\DECLARATIONS.SUPPLEMENTAL\additional supplemental declarations.lots 14 to 39.051605.doc

FINDINGS AND DECISION APPROVING VACATION OF PART OF PLAT

The Greenfield Advisory Plan Commission having conducted a public hearing on the Petition to Vacate of Part of Subdivision Plat (the "Petition") having been filed by Springhurst Land Company, LLC ("Springhurst"), which Petition is incorporated herein by reference, now FINDS as follows:

1. The conditions in the Amended Plat of The Meadow at Springhurst Section 1 (the "Plat") have changed with regard to the Easements which are the subject matter of the Petition in that the Easements are no longer needed as no utilities are in the Easements nor contemplated to be in the Easements.
2. That it is in the public interest to vacate the Easements.
3. The value of the land in the Plat not owned by Springhurst will not be diminished by the vacation of the Easements.

DECISION

THEREFORE, the Greenfield Advisory Plan Commission pursuant to I.C. §36-7-3-11 hereby APPROVES the Petition, the Easements as described in "Exhibit A" attached hereto and made a part hereof are VACATED, and the President of the Commission is hereby authorized to execute this document. Springhurst is directed to furnish a copy of this document to the Hancock County Recorder for recording.

Dated this 12th day of December, 2005.

GREENFIELD ADVISORY PLAN
COMMISSION

BY: Paulette Richardson

ITS: PRESIDENT
PAULETTE RICHARDSON

STATE OF INDIANA)
)
) SS:
COUNTY OF HANCOCK)

Before me, a Notary Public, in and for said County and State, personally appeared PAULETTE RICHARDSON, the PRESIDENT of the Greenfield Advisory Plan Commission, who acknowledged the execution of the foregoing Findings and Decision, and who, having been duly sworn, stated that the representations therein contained are true.

JULY ENTERED
FOR TAXATION

FEB 15 2006

Theresa S. ...
Auditor of Hancock County

115
27
P4

Witness my hand and Notarial Seal this 12th day of December, 2005.

Tracy C. McClarnon
Tracy C. McClarnon Notary Public

My Commission Expires: 11/02/2012
County of Residence: HANCOCK

Tracy C McClarnon
Notary Public Seal State of Indiana
Hancock County
My Commission Expires 11/02/2012

This instrument was prepared by Ronald R. Pritzke, Attorney at Law.



Exhibit A
(page 1 of 5)

Easement Vacation #1:

A part of the 10' D. & U.E. lying along the north line of lot #59 in the Amended Plat of The Meadow⁹¹ at Springhurst, Section 1 as per plat thereof recorded as Instrument # 050003520 in the office of the Recorder of Hancock County, Indiana; said part being more particularly described as follows:

The southerly five (5) feet of the 10' D & U.E. along the north line of said lot #59, lying parallel with the north line of said lot 59 and being between the east line of the 10' D. & U.E. along the west line of said lot 59 and the west line of the 20' D & U.E. along the east line of said lot 59.

Easement Vacation #2:

A part of the 10' D. & U.E. lying along the north line of lot #12 in the Amended Plat of The Meadow⁹¹ at Springhurst, Section 1 as per plat thereof recorded as Instrument #050003520 in the office of the Recorder of Hancock County, Indiana; said part being more particularly described as follows:

The southerly five (5) feet of the 10' D & U.E. along the north line of said lot #12, lying parallel with the north line of said lot 12 and being between the west line of the 10' D. & U.E. along the east line of said lot 12 and the east line of the 20' D & U.E. & S.S.E. along the west line of said lot 12.

Easement Vacation #3:

The 10' D. & U.E. lying along the north line of lot #64 in the Amended Plat of The Meadow⁹¹ at Springhurst, Section 1 as per plat thereof recorded as Instrument # 050003520 in the office of the Recorder of Hancock County, Indiana; said easement lying between the west line of said Lot 64 and the west line of the 20 D. & U.E. lying along the east line of said lot 64.

Easement Vacation #4:

The 10' D. & U.E. lying along the south line of lot #65 and the 10' D. & U.E. lying along the west line of lot #65 in the Amended Plat of The Meadow⁹¹ at Springhurst, Section 1 as per plat thereof recorded as Instrument # 050003520 in the office of the Recorder of Hancock County, Indiana; said easement lying along the west line extends between the north and south lines of said lot and said easement lying along the south line extends between the west line of said lot and the west line of the 20' D. & U.E. lying along the east line of said lot 64.

Exhibit A
(page 2 of 5)

Easement Vacation #5:

The 10' D. & U.E. lying in the southwest corner of lot #66 in the Amended Plat of The Meadows^{CA#1} at Springhurst, Section 1 as per plat thereof recorded as Instrument # 050003520 in the office of the Recorder of Hancock County, Indiana.

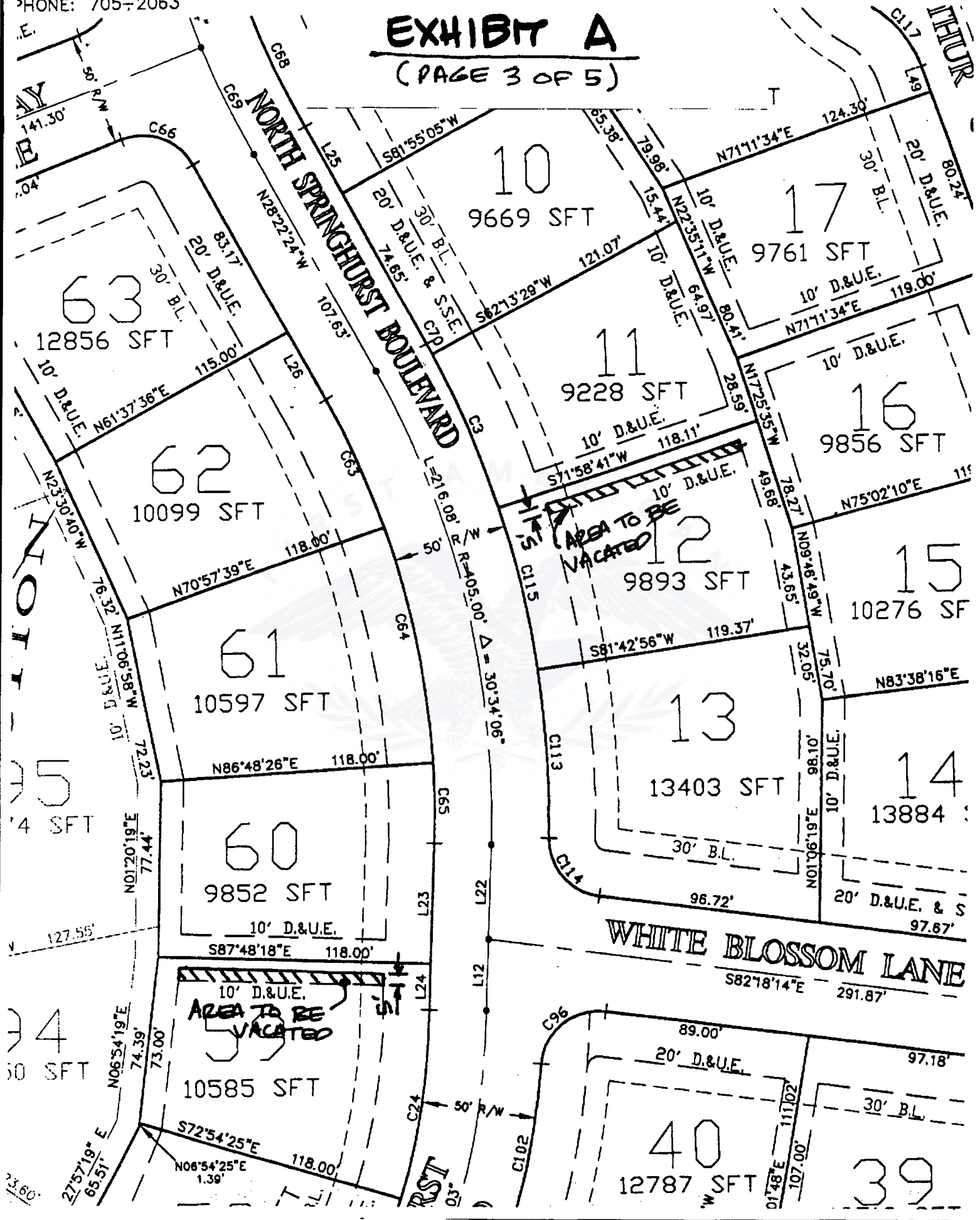
Easement Vacation #6:

A part of the D. & U.E. covering Common Area #1 (CA #1) in the Amended Plat of The Meadows^{CA#1} at Springhurst, Section 1 as per plat thereof recorded as Instrument # 050003520 in the office of the Recorder of Hancock County, Indiana; said part being more particularly described as follows:

BEGINNING at the southeast corner of lot 1 in said Amended Plat of the Meadow at Springhurst, Section 1 and being a westerly corner of said CA #1 and Drainage and Utility Easement (the next two (2) calls are along a westerly and northerly line of said CA #1 and Drainage and Utility Easement); (1) thence north 07 degrees 24 minutes 41 seconds west (bearing to match said Amended Plat) along the easterly line of said Lot 1 a distance of 131.25 feet to the northeast corner thereof and being on the southerly right-of-way line of Graham Court and being on a curve, non-tangent, concave northwesterly, the radius point of which bears north 22 degrees 15 minutes 45 seconds west a distance of 50.00 feet; (2) thence northeasterly along said right-of-way line and being along said curve, through a central angle of 19 degrees 21 minutes 25 seconds, an arc distance of 16.89 feet; thence south 01 degrees 05 minutes 51 seconds east a distance of 139.07 feet to the POINT OF BEGINNING. Containing in said part 0.023 acres, more or less.

EXHIBIT A

(PAGE 3 OF 5)



ST MCKEN

EXHIBIT A

(PAGE 4 OF 5)

COR.
1/4,
SEC. 31-16-7

Consent to Encroach
or Instr. # 69-1336

S89°45'39" E 1336.51'

N.E. COR.
N.W. 1/4, N.E. 1/4,
SEC. 31-16-7

GRAHAM COURT

SOUTH LIMIT OF D. & U.E.
WITHIN CA #1

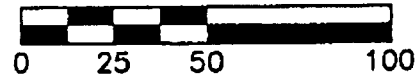
2
074 SFT

9815 SFT

AREA TO BE VACATED



GRAPHIC SCALE



SCALE : 1" = 50'

TOTAL DEDICATED R/W = 5.735

22
14907 SFT

23
11016 SFT

CA #1 &
D. & U.E.
33920 S.F.
0.84 AC±

LEGEND

- 00 LOT NUMBER
- S.S.E. SANITARY SEWER EASEMENT
- D. & U.E. DRAINAGE & UTILITY EASEMENT
- S. & L.E. SIGN & LANDSCAPE EASEMENT
- B.L. BUILDING LINE
- N.R. NON RADIAL
- C.A. COMMON AREA
- CENTERLINE MONUMENTATION TO BE SET AFTER CONSTRUCTION (ALUMINUM PLUG)

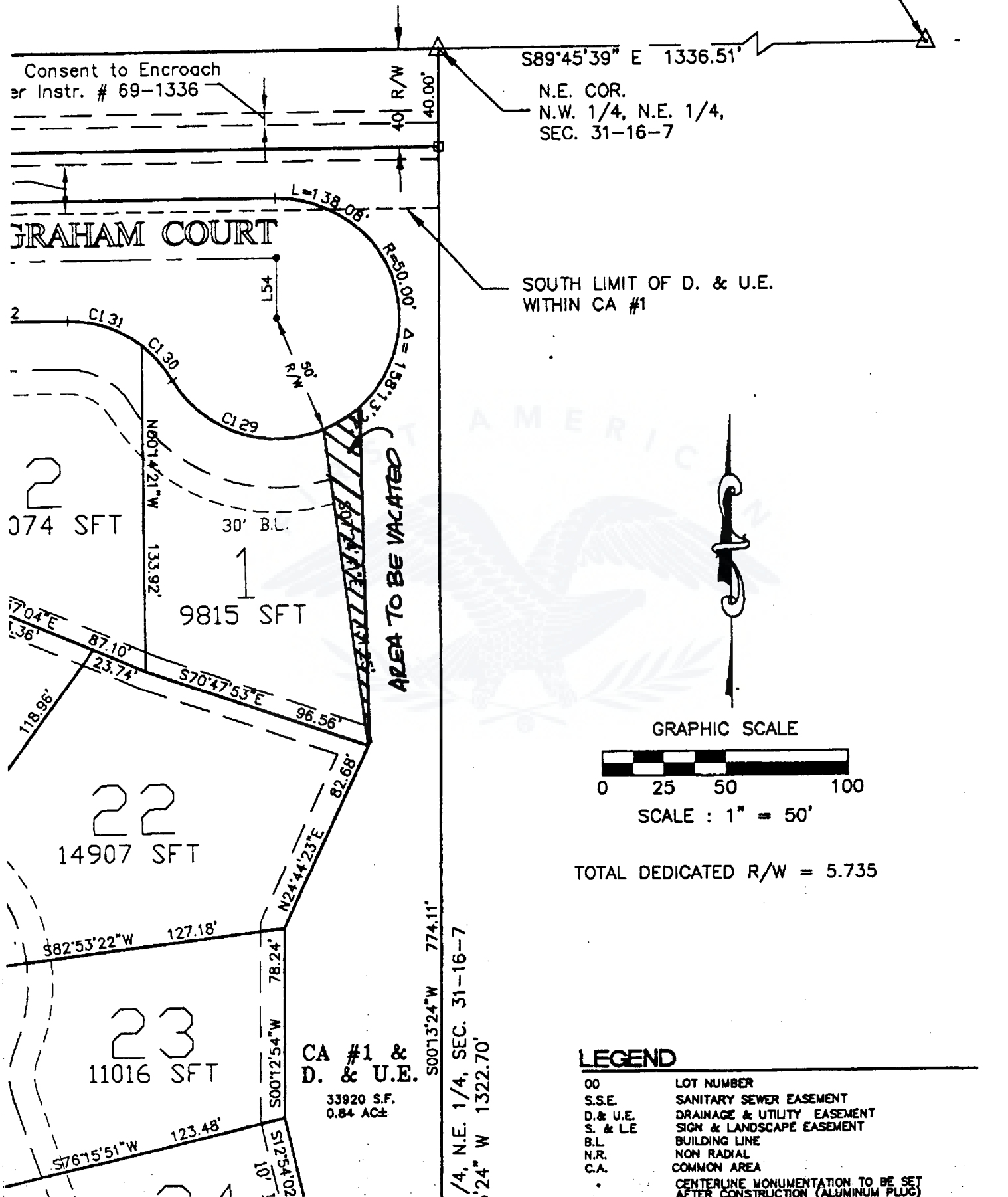


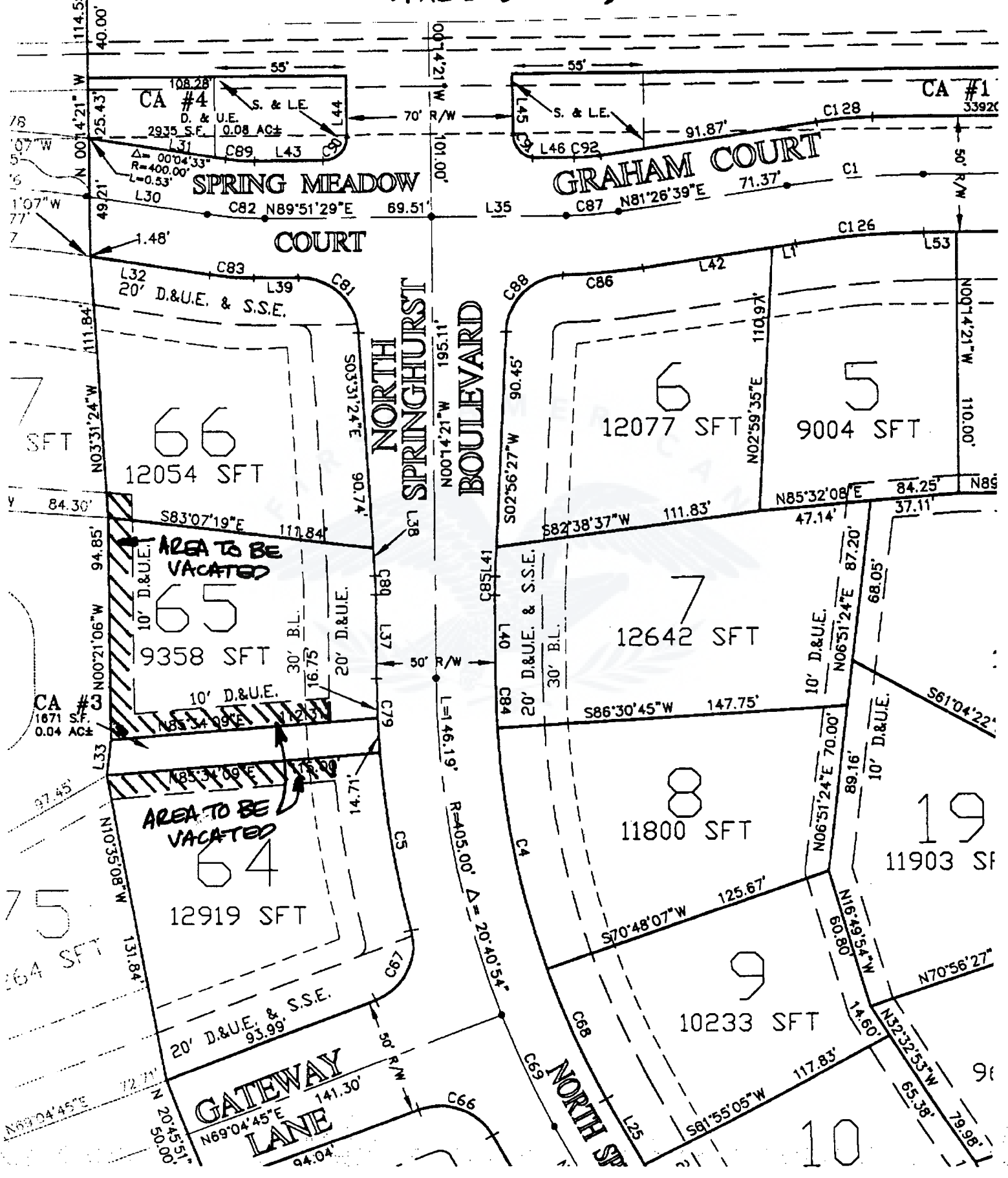
EXHIBIT A

(PAGE 5 OF 5)

Per
Ass
Per
72

N89°45'39"E

B. NORTH LINE



END OF DOCUMENT

Prescribed by the
State Board of Accounts
(2005)

County Form 170

Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.

Sharon A.

File Number: 112265

WARRANTY DEED

THIS INDENTURE WITNESSETH, That *Springhurst Land Company, LLC*, (Grantor) of Marion County, in the State of Indiana, CONVEY AND WARRANT(S) to *Springhurst Development Company, LLC* (Grantee) of Marion County, in the State of Indiana, for the sum of One & 00/100 Dollars (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate in Hancock County, State of Indiana:

See Exhibit "A" attached hereto
and made a part hereof

This conveyance is subject to:

1. All taxes due and payable in May 2004 and thereafter.
2. All general and special assessments and all other governmental, municipal and public dues, charges and impositions not delinquent; all easements, restrictions, agreements, covenants and other matters of record.

IN WITNESS WHEREOF, Grantor has executed this deed this 1/22/2004.

Springhurst Land Company, LLC by
The Bradford Group, Inc., Managing Member



James L. Brothers, President of The Bradford
Group, Inc., Managing Member

47 00

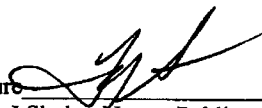
STATE OF Indiana)
) SS: ACKNOWLEDGMENT
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared **Springhurst Land Company, LLC**, 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 1/22/2004



TAMMY J. SHULER
Res. of Marion County,
Comm. Exp. 1-10-07

Signature 
Tammy J Shuler, Notary Public

This instrument prepared by: Stephen D. Mears, Attorney at Law, Supreme Court No. 9120-49,
8395 Keystone Crossing, Suite 104, Indianapolis, IN 46240

Return to: First Title of Indiana, Inc.

Send tax bills to: 9449 PRIORITY WAY W. DR. #120

DULY ENTERED
FOR TAXATION

INDPLS INL
46240

JAN 29 2004


Auditor of Hancock County

First Title

Exhibit A

Tract A

A part of the northwest quarter of the northeast quarter of Section 31, Township 16 North, Range 7 East in Center Township, Hancock County, Indiana, said part being more particularly described as follows:

Commencing at a brass monument marking the northwest corner of said northeast quarter; thence south 00 degrees 17 minutes 29 seconds west (assumed bearing) along the west line of said northeast quarter, a distance of 481.79 feet to a 5/8" capped rebar (Gibson) marking the Point of Beginning of this description; thence south 00 degrees 17 minutes 29 seconds west along said west line a distance of 837.11 feet to the southwest corner of the northwest quarter of said northeast quarter; thence north 89 degrees 55 minutes 27 seconds east along the south line of the northwest quarter of said northeast quarter, a distance of 1338.06 feet to the southeast corner of the northwest quarter of said northeast quarter; thence north 00 degrees 13 minutes 24 seconds east along the east line of the northwest quarter of said northeast quarter a distance of 1322.70 feet to the northeast corner thereof; thence south 89 degrees 45 minutes 39 seconds west along the north line of said northeast quarter a distance of 727.26 feet to a railroad spike; thence south 00 degrees 14 minutes 24 seconds east a distance of 114.56 feet to a 5/8" capped rebar (Gibson); thence south 03 degrees 31 minutes 19 seconds east a distance of 111.83 feet to a 5/8" capped rebar (Gibson); thence south 06 degrees 51 minutes 18 seconds west a distance of 15.00 feet to a 5/8" capped rebar (Gibson); thence south 00 degrees 21 minutes 01 seconds east a distance of 94.85 feet to a 5/8" capped rebar (Gibson); thence south 10 degrees 35 minutes 11 seconds east a distance of 131.83 feet to a 5/8" capped rebar (Gibson); thence south 29 degrees 45 minutes 16 seconds east a distance of 50.00 feet to a 5/8" capped rebar (Gibson); thence south 28 degrees 22 minutes 34 seconds east a distance of 120.15 feet to a 5/8" capped rebar (Gibson); thence south 23 degrees 30 minutes 14 seconds east a distance of 12.81 feet to a 5/8" capped rebar (Gibson); thence south 69 degrees 25 minutes 02 seconds west a distance of 7.51 feet to a 5/8" capped rebar (Gibson); thence south 23 degrees 40 minutes 19 seconds east a distance of 62.29 feet to a 5/8" capped rebar (Gibson); thence south 11 degrees 15 minutes 44 seconds east a distance of 70.61 feet to a 5/8" capped rebar (Gibson); thence south 01 degrees 18 minutes 53 seconds west a distance of 76.71 feet to a 5/8" capped rebar (Gibson); thence south 06 seconds 54 minutes 25 seconds west a distance of 73.01 feet to a 5/8" capped rebar (Gibson); thence south 27 degrees 57 minutes 19 seconds west a distance of 62.67 feet to a 5/8" capped rebar (Gibson); thence south 49 degrees 46 minutes 34 seconds west a distance of 68.20 feet to a 5/8" capped rebar (Gibson); thence south 71 degrees 49 minutes 50 seconds west a distance of 63.50 feet to a 5/8" capped rebar (Gibson); thence south 86 degrees 04 minutes 49 seconds west a distance of 107.23 feet to a 5/8" capped rebar (Gibson) at the beginning of a curve, non-tangent; the radius point of which bears south 86 degrees 26 minutes 18 seconds west a distance of 525.00 feet; thence southerly along said curve, through a central angle of 00 degrees 49 minutes 10 seconds, an arc distance of 7.51 feet to a 5/8" capped rebar (Gibson) at the end of said curve; thence north 81 degrees 01 minutes 09 seconds west a distance of 51.44 feet to a 5/8" capped rebar (Gibson); thence south 84 degrees 41 minutes 45 seconds west a distance of 115.86 feet to a 5/8" capped rebar (Gibson); thence north 10 degrees 25 minutes 47 seconds west a distance of 72.64 feet to a 5/8" capped rebar (Gibson); thence north 22 degrees 42 minutes 01 seconds west a distance of 72.79 feet to a 5/8" capped rebar (Gibson); thence north 29 degrees 53 minutes 36 seconds west a distance of 80.88 feet to a 5/8" capped rebar (Gibson); thence north 29 degrees 58 minutes 42 seconds west a distance of 248.70 feet to a 5/8" capped rebar (Gibson); thence north 43 degrees 32 minutes 56 seconds west a distance of 82.09 feet to a 5/8" capped rebar (Gibson); thence north 31 degrees 51 minutes 01 seconds west a distance of 97.88 feet to a 5/8" capped rebar (Gibson); thence south 66 degrees 02 minutes 02 seconds west a distance of 16.17 feet to the point of beginning.

END OF DOCUMENT

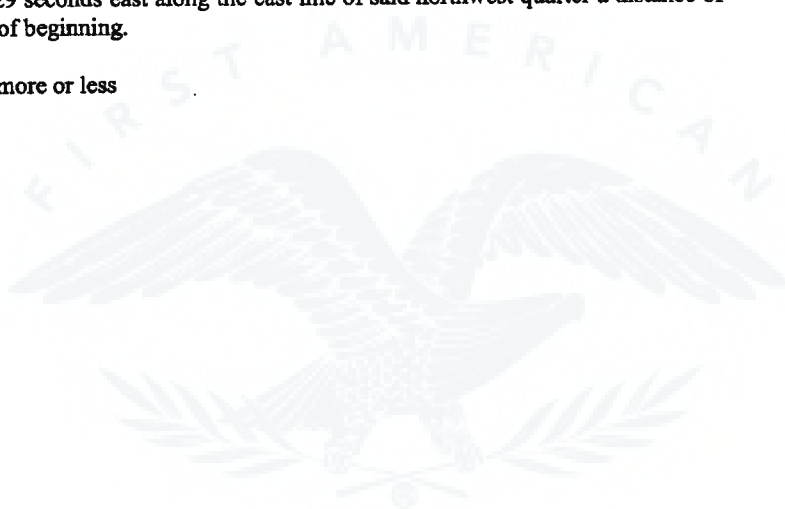
Containing 27.097 acres more or less.

Tract B

A part of the northwest quarter of Section 31, Township 16 North, Range 7 East in Center Township, Hancock County, Indiana, said part being more particularly described as follows:

Commencing at a brass monument marking the northeast corner of said northwest quarter; thence south 00 degrees 17 minutes 29 seconds west (assumed bearing) along the east line of said northwest quarter a distance of 977.90 feet to the northeast corner of a 52 acre tract of land described in Hancock County Circuit Court, Case No. 6247, Amended Decree of Final Distribution and said point being the Point of Beginning of this description; thence south 89 degrees 48 minutes 19 seconds west along the northerly boundary of said 52 acre tract and being parallel with the north line of said northwest quarter a distance of 380.85 feet to a 5/8" capped rebar (Gibson); thence south 00 degrees 01 minutes 26 seconds east a distance of 340.20 feet to a 5/8" capped rebar (Gibson); thence north 89 degrees 55 minutes 27 seconds east a distance of 378.97 feet to the southeast corner of the northeast quarter of said northwest quarter; thence north 00 degrees 17 minutes 29 seconds east along the east line of said northwest quarter a distance of 341.00 feet to the point of beginning.

Containing 2.970 acres more or less



183
3

06007045 - 452

WARRANTY DEED

Parcel Number(s): 005-10063-00,551-00000-02,52000000-37

THIS INDENTURE WITNESSETH, That *Ronald E. Arthur, 3/8 interest and Robert E. Ellis, 3/8 interest and Susan Ellis, 2/8 interest* ("Grantor") in the State of Indiana, CONVEYS AND WARRANTS to *Springhurst Land Company, LLC* ("Grantee") of *Hancock* County, in the State of Indiana, for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate located in *Hancock* County, State of Indiana:

See Attached Exhibit A.

Subject to any and all easements, agreements, restrictions and other matters of record; subject to the lien for real property taxes not delinquent; and subject to rights of way for roads and such matters as would be disclosed by an accurate survey and inspection of the real estate.

The address of such real estate is commonly known as *0 E 100 North, Greenfield, IN 46140*. Tax bills should be sent to Grantee at such address unless otherwise indicated below.

IN WITNESS WHEREOF, Grantor has executed this deed this 24 day of January, 2003.

Grantor:
Signature: *Ronald E. Arthur*
Printed: **Ronald E. Arthur**

Signature: *Susan Ellis*
Printed: **Susan Ellis**

Grantor:
Signature: *Robert E. Ellis*
Printed: **Robert E. Ellis**

DULY ENTERED
FOR TAXATION

FEB 05 2003

Joseph D. Seltzer
Auditor of Hancock County

TAXES CURRENT
AS OF 2-5-03
Joseph D. Seltzer

FAT

STATE OF ~~INDIANA~~ ^{NEVADA})
)SS:
COUNTY OF CLARK)

ACKNOWLEDGMENT

Before me, a Notary Public in and for said County and State, personally appeared *Susan Ellis*, who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

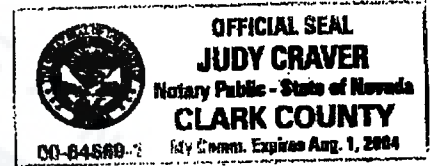
Witness my hand and Notarial Seal this 20 day of JANUARY, 2003.

My Commission Expires: 08/01/2004

Signature: Judith I. Craver, Notary Public

Printed: JUDITH I CRAVER

Resident of CLARK County



STATE OF INDIANA)
)SS:
COUNTY OF Hancock)

ACKNOWLEDGMENT

Before me, a Notary Public in and for said County and State, personally appeared *Ronald E. Arthur and Robert E. Ellis*, 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 24th day of January, 2003.

My Commission Expires: _____

Signature: _____, Notary Public

Printed: _____

Resident of _____ County



FRANCES A HOGUE
NOTARY PUBLIC STATE OF INDIANA
MARION COUNTY
MY COMMISSION EXPIRES 12/31/2007

This instrument was prepared by David W. Womer, Attorney at Law 1343-29.
Send tax bills to: _____

After recording, return deed to: *First American Title Insurance Company, 251 E. Ohio St., Suite 555, Indianapolis, IN 46204*

030002534

EXHIBIT A

TRACT A: (FEE)

A part of the Northwest Quarter of the Northeast Quarter of Section 31, Township 16 North, Range 7 East in Center Township, Hancock County, Indiana; said part being more particularly described as follows:

Commencing at a brass monument marking the Northwest corner of said Northeast Quarter; thence South 00 degrees 17 minutes 29 seconds West (assumed bearing) along the West line of said Northeast Quarter a distance of 481.79 feet to a 5/8" capped rebar (Gibson) marking the POINT OF BEGINNING of this description; thence South 00 degrees 17 minutes 29 seconds West along said West line a distance of 837.11 feet to the Southwest corner of the Northwest Quarter of said Northeast Quarter; thence North 89 degrees 55 minutes 27 seconds East along the South line of the Northwest Quarter of said Northeast Quarter a distance of 1338.06 feet to the Southeast corner of the Northwest Quarter of said Northeast Quarter; thence North 00 degrees 13 minutes 24 seconds East along the East line of the Northwest Quarter of said Northeast Quarter a distance of 1322.70 feet to the Northeast corner thereof; thence South 89 degrees 45 minutes 39 seconds West along the North line of said Northeast Quarter a distance of 727.26 feet to a railroad spike; thence South 00 degrees 14 minutes 24 seconds East a distance of 114.56 feet to a 5/8" capped rebar (Gibson); thence South 03 degrees 31 minutes 19 seconds East a distance of 111.83 feet to a 5/8" capped rebar (Gibson); thence South 06 degrees 51 minutes 18 seconds West a distance of 15.00 feet to a 5/8" capped rebar (Gibson); thence South 00 degrees 21 minutes 01 seconds East a distance of 94.85 feet to a 5/8" capped rebar (Gibson); thence South 10 degrees 35 minutes 11 seconds East a distance of 131.83 feet to a 5/8" capped rebar (Gibson); thence South 20 degrees 45 minutes 16 seconds East a distance of 50.00 feet to a 5/8" capped rebar (Gibson); thence South 28 degrees 22 minutes 34 seconds East a distance of 120.15 feet to a 5/8" capped rebar (Gibson); thence South 23 degrees 30 minutes 14 seconds East a distance of 12.81 feet to a 5/8" capped rebar (Gibson); thence South 69 degrees 25 minutes 02 seconds West a distance of 7.51 feet to a 5/8" capped rebar (Gibson); thence South 23 degrees 40 minutes 19 seconds East a distance of 62.29 feet to a 5/8" capped rebar (Gibson); thence South 11 degrees 15 minutes 44 seconds East a distance of 70.61 feet to a 5/8" capped rebar (Gibson); thence South 01 degrees 18 minutes 53 seconds West a distance of 76.71 feet to a 5/8" capped rebar (Gibson); thence South 06 degrees 54 minutes 25 seconds West a distance of 73.01 feet to a 5/8" capped rebar (Gibson); thence South 27 degrees 57 minutes 19 seconds West a distance of 62.67 feet to a 5/8" capped rebar (Gibson); thence South 49 degrees 46 minutes 34 seconds West a distance of 68.20 feet to a 5/8" capped rebar (Gibson); thence South 71 degrees 49 minutes 50 seconds West a distance of 63.50 feet to a 5/8" capped rebar (Gibson); thence South 86 degrees 04 minutes 49 seconds West a distance of 107.23 feet to a 5/8" capped rebar (Gibson) at the beginning of a curve, non-tangent, the radius point of which bears South 86 degrees 26 minutes 18 seconds West a distance of 525.00 feet; thence Southerly along said curve, through a central angle of 00 degrees 49 minutes 10 seconds, an arc distance of 7.51 feet to a 5/8" capped rebar (Gibson) at the end of said curve; thence North 81 degrees 01 minutes 09 seconds West a distance of 51.44 feet to a 5/8" capped rebar (Gibson); thence South 84 degrees 41 minutes 45 seconds West a distance of 115.86 feet to a 5/8" capped rebar (Gibson); thence North 10 degrees 25 minutes 47 seconds West a distance of 72.64 feet to a 5/8" capped rebar (Gibson); thence North 22 degrees 42 minutes 01 seconds West a distance of 72.79 feet to a 5/8" capped rebar (Gibson); thence North 29 degrees 53 minutes 36 seconds West a distance of 80.88 feet to a 5/8" capped rebar (Gibson); thence North 29 degrees 58 minutes 42 seconds West a distance of 248.70 feet to a 5/8" capped rebar (Gibson); thence North 43 degrees 32 minutes 56 seconds West a distance of 82.09 feet to a 5/8" capped rebar (Gibson); thence North 31 degrees 51 minutes 01 seconds West a distance of 97.88 feet to a 5/8" capped rebar (Gibson); thence South 66 degrees 02 minutes 02 seconds West a distance of 16.17 feet to the Point of Beginning. Containing 27.097 acres more or less.