

80 14468

Form No. 3

Note: Use of this form constitutes practice of law and is limited to practicing lawyers.

WARRANTY DEED

THIS INDENTURE WITNESSETH, That ROBERT J. ROBINSON and GAIL D. ROBINSON, Husband and Wife, ("Grantor")

of Marion County, in the State of Indiana, CONVEY AND WARRANT to RICHARD W. CANFIELD and MABEL W. CANFIELD, Husband and Wife,

of Marion County, in the State of Indiana, for the sum of One and no/100 Dollars (\$ 1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in

Marion County, in the State of Indiana:
LAND BEING 440 FEET BY PARALLEL LINES OFF OF THE ENTIRE WEST SIDE OF THE FOLLOWING DESCRIBED TRACT:

THE NORTH WEST QUARTER OF THE NORTH EAST QUARTER OF SECTION 13, TOWNSHIP 14 NORTH, RANGE 4 EAST IN MARION COUNTY, INDIANA.

EXCEPT THE FOLLOWING:

LAND BEING PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 14 NORTH, RANGE 4 EAST IN MARION COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID QUARTER-QUARTER SECTION; THENCE SOUTH 89 DEGREES 32 MINUTES 27 SECONDS EAST ALONG THE NORTH LINE THEREOF 100.00 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 40 SECONDS WEST PARALLEL WITH THE WEST LINE THEREOF 435.00 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 27 SECONDS WEST PARALLEL WITH SAID NORTH LINE 100.00 FEET TO THE WEST LINE OF SAID QUARTER-QUARTER SECTION; THENCE NORTH 00 DEGREES 12 MINUTES 40 SECONDS WEST ALONG SAID WEST LINE 435.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO THE FOLLOWING EXCEPTIONS:

1. Easements, restrictions and rights of way of record.
2. Current taxes not delinquent.
3. Mortgage for \$46,000.00 from Robert J. Robinson and Gail D. Robinson, husband and wife, to The Federal Land Bank of Louisville dated June 28, 1978, recorded June 29, 1978 as Instrument #78-41716.
4. Mortgage not to exceed \$150,000.00 from Robert J. Robinson, M.D. and Gail D. Robinson, husband and wife, to Rushville Production Credit Association dated May 30, 1978, recorded June 29, 1978, as Instrument #78-41717.

IN WITNESS WHEREOF, Grantor has executed this deed this 29 day of February, 19 80

Signature Gail D. Robinson (SEAL)

Printed Gail D. Robinson

STATE OF INDIANA }
COUNTY OF MARION }

Signature Robert J. Robinson (SEAL)
Printed Robert J. Robinson

Before me, a Notary Public in and for said County and State, personally appeared Robert J. Robinson and Gail D. Robinson, 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 29 day of February, 19 80.
My commission expires 9-13-83.
Signature Earl Stutzman
Printed Earl Stutzman, Notary Public

Residing in Marion County, Indiana.
This instrument was prepared by William B. Olsen, attorney at law.
Return to: Richard Canfield 4160 E 31st Indianapolis
Franklin Township 46226

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Cross Reference to Deed
Instrument No. 80-60105

Project No. _____
Parcel No. _____

CANFIELD
GRANT OF PERPETUAL DRAINAGE EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE made this 9th day of August, 1996, by and between Richard W. and Mabel W. Canfield, (hereinafter called "Grantor") and the City of Indianapolis, Indiana, by its Department of Capital Asset Management (hereinafter called "Grantee");

WITNESSETH THAT

WHEREAS, Wheeler Development Corporation must obtain from Grantee a drainage permit, pursuant to Chapter 10.5 of the Code of Indianapolis and Marion County, Indiana, for construction of a development known as Franklin Parke Estates; and

WHEREAS, Grantee has determined that Grantor must grant it a perpetual drainage easement and right-of-way to assure that Wheeler Development Corporation's drainage plan, as approved by Grantee and described in Grantee's Drainage Division File No. _____, incorporated herein by reference (hereinafter called the "Drainage Plan"), will be established and maintained, or to otherwise assure satisfactory drainage.

NOW THEREFORE, in consideration of the mutual covenants herein set forth and other valuable consideration, the receipt of which is hereby acknowledged, Grantor for itself, its successors, and assigns, does hereby grant, convey and warrant unto Grantee a perpetual drainage easement and right-of-way, with the right, privilege and authority in Grantee to maintain, repair, continue and improve the drainage facilities described in the Drainage Plan (hereinafter called the "Drainage Facilities") located under, upon, over and across the real estate owned by Grantor and situated in the County of Marion, State of Indiana, described in Exhibit "1" attached hereto and incorporated herein by reference.

A diagram map showing the route, courses and distances through the above real estate and the width of the easement and right-of-way is attached hereto and incorporated herein by reference as Exhibit "2".

Grantee shall have the right to enter along, under, over and upon said easement and right-of-way to install, repair, maintain and continue such Drainage Facilities and to make such alterations and improvements to the Drainage Facilities as Grantee deems may be necessary or useful. Grantee shall also have the right of ingress and egress, for temporary periods only over Grantor's property adjoining said easement when necessary to install repair, maintain, continue or improve the Drainage Facilities. Grantee shall not otherwise enter upon Grantor's real estate adjoining said easement and right-of-way. Grantee may remove any structure, pavement or landscaping on the easement to inspect and/or maintain the Drainage Facilities without liability for replacement or repair of such

structure, pavement or landscaping.

Grantee may relinquish this easement and right-of-way, but only if Grantor can assure, to the satisfaction of Grantee, continuing and adequate drainage absent this easement and right-of-way.

Grantor and Grantee agree that this easement and right-of-way shall not create in Grantee a duty to maintain, repair, continue and improve the Drainage Facilities, but only a right so to do. The duty to maintain, repair, continue and improve the easement and right-of-way and Drainage Facilities shall remain with Grantor and shall include, but not be limited to, mowing grass and weeds and removing silt, debris and any other obstructions to the free and unobstructed use of the easement and right-of-way or the Drainage Facilities.

Grantor covenants that it will not erect, maintain, or allow to continue on the portion of the Grantor's real estate in which the easement and right-of-way is granted herein any building or other structure or obstruction to the free and unobstructed use of the easement and right-of-way or the Drainage Facilities without express written permission from Grantee. Such permission, when duly recorded, shall run with the real estate.

Grantor covenants that it is the owner in fee simple of said real estate, is lawfully seized thereof and has a good right to grant and convey the forgoing easement and right-of-way therein; that it warrants the quiet use and enjoyment thereof; and that it will defend Grantee's title in said easement and right-of-way against all claims.

The easement and right-of-way granted herein, and the associated benefits and obligations, shall run with the real estate.

This indenture shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Grantors have set their hands and seals as of the day and year first written above.

RICHARD W CANFIELD
"Grantor"


Richard W. Canfield

MABEL W. CANFIELD
"Grantor"

Marked and sealed

STATE OF INDIANA)
COUNTY OF MARION)
SS:)

Before me, a Notary Public in and for said County and State, the undersigned Richard W. Canfield and Mabel W. Canfield personally appeared and acknowledged the execution of the foregoing conveyance to be their voluntary acts and deeds.

Witness my hand and Notarial Seal this 9th day of August, 1996.

1950.

County of Residence

Commission Expires:

Commission Expiration Date

This Document was prepared by Jane Morrison, Assistant Corporation Counsel, Office of Corporation Counsel, 200 E. Washington Street, Suite 1601, Indianapolis, In. 46204.

CANFIELD RETENTION AREA
LEGAL DESCRIPTION

THE PURPOSE OF THIS DESCRIPTION IS TO PROVIDE FOR A PERPETUAL STORMWATER EASEMENT OF TWENTY (20.00) FEET IN WIDTH, MEASURED HORIZONTALLY, OUTSIDE OF THE DESIGN 100 YEAR FLOOD WATER ELEVATION, SAID ELEVATION BEING 860.60 M.S.L., OF A RETENTION AREA BASIN (SEE ATTACHMENT "A") TO BE CONSTRUCTED ON THE PROPERTY OF RICHARD W. AND MABEL W. CANFIELD. SAID PROPERTY IS RECORDED AS INSTRUMENT NUMBER 80-60105 IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA (CANFIELD PROPERTY); SAID RETENTION AREA TO BE CONSTRUCTED EXCLUSIVELY FOR THE PURPOSES OF STORMWATER DRAINAGE RETENTION OF THE FUTURE DEVELOPMENT OF THE PARCEL KNOWN AS FRANKLIN PARKE ESTATES, RECORDED AS INSTRUMENT NUMBERS 95-118964 AND 95-118970 IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA, AND FOR THE FUTURE DEVELOPMENT, IF ANY, OF SAID CANFIELD PROPERTY.

A PART OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 14 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN IN MARION COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION, THENCE SOUTH 00°04'32" WEST, ALONG THE WEST LINE OF SAID QUARTER SECTION, SAID WEST LINE ALSO BEING THE EAST LINE OF SAID PROPOSED FRANKLIN PARKE ESTATES, (BEARING OF SAID EAST LINE OF PROPOSED FRANKLIN PARKE ESTATES), 1,319.50 FEET, TO THE POINT OF BEGINNING (P.O.B.) OF THIS DESCRIPTION:

FROM SAID P.O.B., THENCE SOUTH 89°55'28" EAST ON A LINE, SAID LINE BEING THE NORTH LINE OF A FIFTY (50.00) FEET DRAINAGE EASEMENT FOR THE CONSTRUCTION OF AND ACCESS FOR MAINTENANCE TO THE OUTLET CONTROL STRUCTURES FROM THE RETENTION AREA IN SECTION FIVE OF SAID FRANKLIN PARKE ESTATES, 27.28 FEET TO A POINT ON SAID TWENTY (20.00) FEET PERPETUAL STORMWATER EASEMENT; THENCE NORTHERLY AND EASTERLY ALONG SAID 20.00 FEET PERPETUAL STORMWATER EASEMENT TO A POINT, SAID POINT BEING A DISTANCE OF 1,193.90 FEET SOUTH AND 422.14 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION AND ALSO A DISTANCE OF 16.28 FEET WEST OF AND PERPENDICULAR TO THE EAST PROPERTY LINE OF SAID CANFIELD PROPERTY, SAID EAST PROPERTY LINE BEING 440.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION; THENCE SOUTH 00°04'32" WEST, PARALLEL WITH THE EAST PROPERTY LINE OF SAID CANFIELD PROPERTY, 323.00 FEET; THENCE SOUTH 89°55'28" EAST ON A LINE, SAID LINE BEING THE NORTH LINE OF A FORTY (40.00) FEET DRAINAGE EASEMENT FOR THE CONSTRUCTION OF AND ACCESS FOR MAINTENANCE TO THE OUTLET CONTROL STRUCTURE FOR SAID CANFIELD RETENTION AREA, 16.28 FEET TO THE EAST PROPERTY LINE OF SAID CANFIELD PROPERTY; THENCE SOUTH 00°04'32" WEST, ALONG SAID EAST PROPERTY LINE, 40.00 FEET; THENCE NORTH 89°55'28" WEST ON A LINE FORTY (40.00) FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID 40.00 FEET DRAINAGE EASEMENT, SAID WESTERLY LINE BEING THE SOUTH LINE OF SAID 40.00 FEET DRAINAGE EASEMENT, 16.28 FEET TO A POINT ON SAID TWENTY (20.00) FEET PERPETUAL STORMWATER EASEMENT; THENCE WESTERLY AND NORTHERLY ALONG SAID 20.00 FEET IN WIDTH, MEASURED HORIZONTALLY, OUTSIDE OF THE DESIGN 100 YEAR FLOOD WATER ELEVATION, SAID ELEVATION BEING 860.60 M.S.L., OF A RETENTION AREA BASIN PERPETUAL STORMWATER EASEMENT TO A POINT, SAID POINT BEING 1,369.53 FEET SOUTH AND 25.47 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID QUARTER SECTION; THENCE NORTH 89°55'28" WEST, ON A LINE FIFTY (50.00) FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID 50.00 FEET DRAINAGE EASEMENT, SAID WESTERLY LINE BEING THE SOUTH LINE OF SAID 50.00 FEET DRAINAGE EASEMENT, 27.28 FEET TO THE WEST LINE OF SAID QUARTER SECTION; THENCE NORTH 00°04'32" EAST ALONG SAID WEST LINE OF SAID QUARTER SECTION 53.00 FEET TO THE P.O.B. OF THIS DESCRIPTION.

THIS STORMWATER EASEMENT LEGAL DESCRIPTION PREPARED BY PARK ENGINEERING, P.C.

Roger L. Park

Roger L. Park, Ind. L.S. # S0029

a:\95misc2\9525\storm\PERPESMT

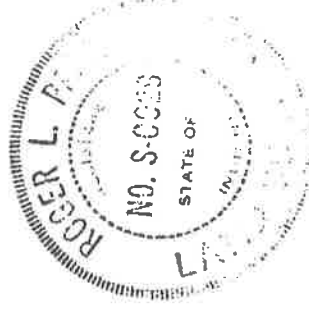


EXHIBIT **1**

(1 Southport Rd.)

(Proposed Sec. EIGHT -
FRANKLIN PAPER ESTATES)

WHEELER DEVELOPMENT CORP.

Robert. Paul



0	50	100	200
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Whitelee Development Corp.
(Proposed Section Four -
Falkirk Whitelee Estates)

N 89° 55' 36" W

FRANKLIN PARK ESTATES
SECTION THREE
INST. No. 92-160057

80 60105

CORRECTED WARRANTY DEED

This document is being executed and recorded to correct the legal description in Warranty Deed dated February 29, 1980, and recorded March 5, 1980, as Instrument #80-14468.

THIS INDENTURE WITNESSETH, that ROBERT J. ROBINSON and GAIL D. ROBINSON, Husband and Wife ("Grantor") of Marion County in the State of Indiana, convey and warrant to RICHARD W. CANFIELD and MABEL W. CANFIELD, Husband and Wife, of Wildcat County in the State of Indiana, for the sum of One and No/100 Dollars (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Marion County, in the State of Indiana:

Land being 440 feet by parallel lines off of the entire west side of the two tracts being described as follows:

TRACT I

The north west quarter of the north east quarter of Section 13, Township 14 north Range 4 east in Marion County, Indiana.

TRACT II

The north half of the south west quarter of the north east quarter of Section 13, Township 14 north, Range 4 east in Marion County, Indiana.

EXCEPT THE FOLLOWING: Land being part of the Northwest Quarter of the Northeast Quarter of Section 13, Township 14 North, Range 4 East in Marion County, Indiana being described as follows: Beginning at the Northwest corner of said quarter-quarter section; thence South 89 degrees 32 minutes 27 seconds East along the North line thereof 100.00 feet; thence South 00 degrees 12 minutes 40 seconds West parallel with the West line thereof 435.00 feet; thence North 89 degrees 32 minutes 27 seconds West parallel with said North line 100.00 feet to the West line of said quarter-quarter section; thence North 00 degrees 12 minutes 40 seconds West along said West line 435.00 feet to the point of beginning.

More commonly known as East Southport Road, Indianapolis, Indiana.

Subject to all easements and restrictions of record and current taxes not delinquent.

IN WITNESS WHEREOF, the Grantor has executed this deed,

this 25 day of September, 1980.

Robert J. Robinson
ROBERT J. ROBINSON

Gail D. Robinson
GAIL D. ROBINSON

STATE OF INDIANA SS:
COUNTY OF MARION

Before me, a Notary Public in and for said County and State, personally appeared ROBERT J. ROBINSON and GAIL D. ROBINSON 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 25 day of September, 1980.

80 60105

My Commission Expires: 9-12-82

Earl Stebbins
Signature, Notary Public
Earl Stebbins

My County of Residence is: Marion

This instrument was prepared by LAWRENCE M. LUNN, Attorney at Law, 1910

DULY ENTERED
FOR TAXATION

SEP 25 1980 078477

CLERK OF SUPERIOR COURT

RECORDED FOR MARION CO.

SEP 25 12 34 PM '80

RECEIVED FOR RECORD
LUCAS COUNTY CO.
SEP 25 12 34 PM '80

Cross Reference to Deed
Instrument No. 80-60105

Project No. _____
Parcel No. _____

CANFIELD
GRANT OF PERPETUAL DRAINAGE EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE made this 9th day of August, 1996, by and between Richard W. and Mabel W. Canfield, (hereinafter called "Grantor") and the City of Indianapolis, Indiana, by its Department of Capital Asset Management (hereinafter called "Grantee");

WITNESSETH THAT

WHEREAS, Wheeler Development Corporation must obtain from Grantee a drainage permit, pursuant to Chapter 10.5 of the Code of Indianapolis and Marion County, Indiana, for construction of a development known as Franklin Parke Estates; and

WHEREAS, Grantee has determined that Grantor must grant it a perpetual drainage easement and right-of-way to assure that Wheeler Development Corporation's drainage plan, as approved by Grantee and described in Grantee's Drainage Division File No. _____, incorporated herein by reference (hereinafter called the "Drainage Plan"), will be established and maintained, or to otherwise assure satisfactory drainage.

NOW THEREFORE, in consideration of the mutual covenants herein set forth and other valuable consideration, the receipt of which is hereby acknowledged, Grantor for itself, its successors, and assigns, does hereby grant, convey and warrant unto Grantee a perpetual drainage easement and right-of-way, with the right, privilege and authority in Grantee to maintain, repair, continue and improve the drainage facilities described in the Drainage Plan (hereinafter called the "Drainage Facilities") located under, upon, over and across the real estate owned by Grantor and situated in the County of Marion, State of Indiana, described in Exhibit "1" attached hereto and incorporated herein by reference.

A diagram map showing the route, courses and distances through the above real estate and the width of the easement and right-of-way is attached hereto and incorporated herein by reference as Exhibit "2".

Grantee shall have the right to enter along, under, over and upon said easement and right-of-way to install, repair, maintain and continue such Drainage Facilities and to make such alterations and improvements to the Drainage Facilities as Grantee deems may be necessary or useful. Grantee shall also have the right of ingress and egress, for temporary periods only over Grantor's property adjoining said easement when necessary to install repair, maintain, continue or improve the Drainage Facilities. Grantee shall not otherwise enter upon Grantor's real estate adjoining said easement and right-of-way. Grantee may remove any structure, pavement or landscaping on the easement to inspect and/or maintain the Drainage Facilities without liability for replacement or repair of such

structure, pavement or landscaping.

Grantee may relinquish this easement and right-of-way, but only if Grantor can assure, to the satisfaction of Grantee, continuing and adequate drainage absent this easement and right-of-way.

Grantor and Grantee agree that this easement and right-of-way shall not create in Grantee a duty to maintain, repair, continue and improve the Drainage Facilities, but only a right so to do. The duty to maintain, repair, continue and improve the easement and right-of-way and Drainage Facilities shall remain with Grantor and shall include, but not be limited to, mowing grass and weeds and removing silt, debris and any other obstructions to the free and unobstructed use of the easement and right-of-way or the Drainage Facilities.

Grantor covenants that it will not erect, maintain, or allow to continue on the portion of the Grantor's real estate in which the easement and right-of-way is granted herein any building or other structure or obstruction to the free and unobstructed use of the easement and right-of-way or the Drainage Facilities without express written permission from Grantee. Such permission, when duly recorded, shall run with the real estate.

Grantor covenants that it is the owner in fee simple of said real estate, is lawfully seized thereof and has a good right to grant and convey the forgoing easement and right-of-way therein; that it warrants the quiet use and enjoyment thereof; and that it will defend Grantee's title in said easement and right-of-way against all claims.

The easement and right-of-way granted herein, and the associated benefits and obligations, shall run with the real estate.

This indenture shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Grantors have set their hands and seals as of the day and year first written above.

RICHARD W CANFIELD
"Grantor"


Richard W. Canfield

Mabel Campbell

Before me, a Notary Public in and for said County and State, the undersigned Richard W. Canfield and Mabel W. Canfield personally appeared and acknowledged the execution of the foregoing conveyance to be their voluntary acts and deeds.

Witness my hand and Notarial Seal this 5th day of August, 1996.

Chil G

 County of Residence

Signature

Schiela R. Peña

My Commission Expires

Printed Name: 21, 1999

Resident of Marion County

3

CANFIELD RETENTION AREA
LEGAL DESCRIPTION

THE PURPOSE OF THIS DESCRIPTION IS TO PROVIDE FOR A PERPETUAL STORMWATER EASEMENT OF TWENTY (20.00) FEET IN WIDTH, MEASURED HORIZONTALLY, OUTSIDE OF THE DESIGN 100 YEAR FLOOD WATER ELEVATION, SAID ELEVATION BEING 860.60 M.S.L., OF A RETENTION AREA BASIN (SEE ATTACHMENT "A") TO BE CONSTRUCTED ON THE PROPERTY OF RICHARD W. AND MABEL W. CANFIELD. SAID PROPERTY IS RECORDED AS INSTRUMENT NUMBER 80-60105 IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA (CANFIELD PROPERTY); SAID RETENTION AREA TO BE CONSTRUCTED EXCLUSIVELY FOR THE PURPOSES OF STORMWATER DRAINAGE RETENTION OF THE FUTURE DEVELOPMENT OF THE PARCEL KNOWN AS FRANKLIN PARKE ESTATES, RECORDED AS INSTRUMENT NUMBERS 95-118964 AND 95-118970 IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA, AND FOR THE FUTURE DEVELOPMENT, IF ANY, OF SAID CANFIELD PROPERTY.

A PART OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 14 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN IN MARION COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION, THENCE SOUTH 00°04'32" WEST, ALONG THE WEST LINE OF SAID QUARTER SECTION, SAID WEST LINE ALSO BEING THE EAST LINE OF SAID PROPOSED FRANKLIN PARKE ESTATES, (BEARING OF SAID EAST LINE OF PROPOSED FRANKLIN PARKE ESTATES), 1,319.50 FEET, TO THE POINT OF BEGINNING (P.O.B.) OF THIS DESCRIPTION:

FROM SAID P.O.B., THENCE SOUTH 89°55'28" EAST ON A LINE, SAID LINE BEING THE NORTH LINE OF A FIFTY (50.00) FEET DRAINAGE EASEMENT FOR THE CONSTRUCTION OF AND ACCESS FOR MAINTENANCE TO THE OUTLET CONTROL STRUCTURES FROM THE RETENTION AREA IN SECTION FIVE OF SAID FRANKLIN PARKE ESTATES, 27.28 FEET TO A POINT ON SAID TWENTY (20.00) FEET PERPETUAL STORMWATER EASEMENT; THENCE NORTHERLY AND EASTERLY ALONG SAID 20.00 FEET PERPETUAL STORMWATER EASEMENT TO A POINT, SAID POINT BEING A DISTANCE OF 1,193.90 FEET SOUTH AND 422.14 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION AND ALSO A DISTANCE OF 16.28 FEET WEST OF AND PERPENDICULAR TO THE EAST PROPERTY LINE OF SAID CANFIELD PROPERTY, SAID EAST PROPERTY LINE BEING 440.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION; THENCE SOUTH 00°04'32" WEST, PARALLEL WITH THE EAST PROPERTY LINE OF SAID CANFIELD PROPERTY, 323.00 FEET; THENCE SOUTH 89°55'28" EAST ON A LINE, SAID LINE BEING THE NORTH LINE OF A FORTY (40.00) FEET DRAINAGE EASEMENT FOR THE CONSTRUCTION OF AND ACCESS FOR MAINTENANCE TO THE OUTLET CONTROL STRUCTURE FOR SAID CANFIELD RETENTION AREA, 16.28 FEET TO THE EAST PROPERTY LINE OF SAID CANFIELD PROPERTY; THENCE SOUTH 00°04'32" WEST, ALONG SAID EAST PROPERTY LINE, 40.00 FEET; THENCE NORTH 89°55'28" WEST ON A LINE FORTY (40.00) FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID 40.00 FEET DRAINAGE EASEMENT, SAID WESTERLY LINE BEING THE SOUTH LINE OF SAID 40.00 FEET DRAINAGE EASEMENT, 16.28 FEET TO A POINT ON SAID TWENTY (20.00) FEET PERPETUAL STORMWATER EASEMENT; THENCE WESTERLY AND NORTHERLY ALONG SAID 20.00 FEET IN WIDTH, MEASURED HORIZONTALLY, OUTSIDE OF THE DESIGN 100 YEAR FLOOD WATER ELEVATION, SAID ELEVATION BEING 860.60 M.S.L., OF A RETENTION AREA BASIN PERPETUAL STORMWATER EASEMENT TO A POINT, SAID POINT BEING 1,369.53 FEET SOUTH AND 25.47 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID QUARTER SECTION; THENCE NORTH 89°55'28" WEST, ON A LINE FIFTY (50.00) FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID 50.00 FEET DRAINAGE EASEMENT, SAID WESTERLY LINE BEING THE SOUTH LINE OF SAID 50.00 FEET DRAINAGE EASEMENT, 27.28 FEET TO THE WEST LINE OF SAID QUARTER SECTION; THENCE NORTH 00°04'32" EAST ALONG SAID WEST LINE OF SAID QUARTER SECTION 53.00 FEET TO THE P.O.B. OF THIS DESCRIPTION.

THIS STORMWATER EASEMENT LEGAL DESCRIPTION PREPARED BY PARK ENGINEERING, P.C.

Roger L. Park

Roger L. Park, Ind. L.S. # S0029

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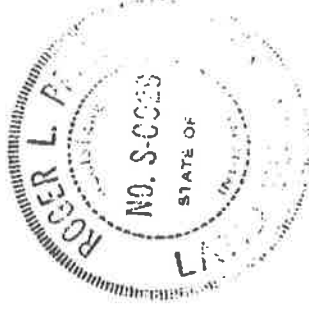


EXHIBIT **1**

(Southwest Rd.)

1/4 Sec. 13, T4N, R4E, 2

North West Corner of the Northeast Quarter of Section 13, Township 14 North, Range 4 East.

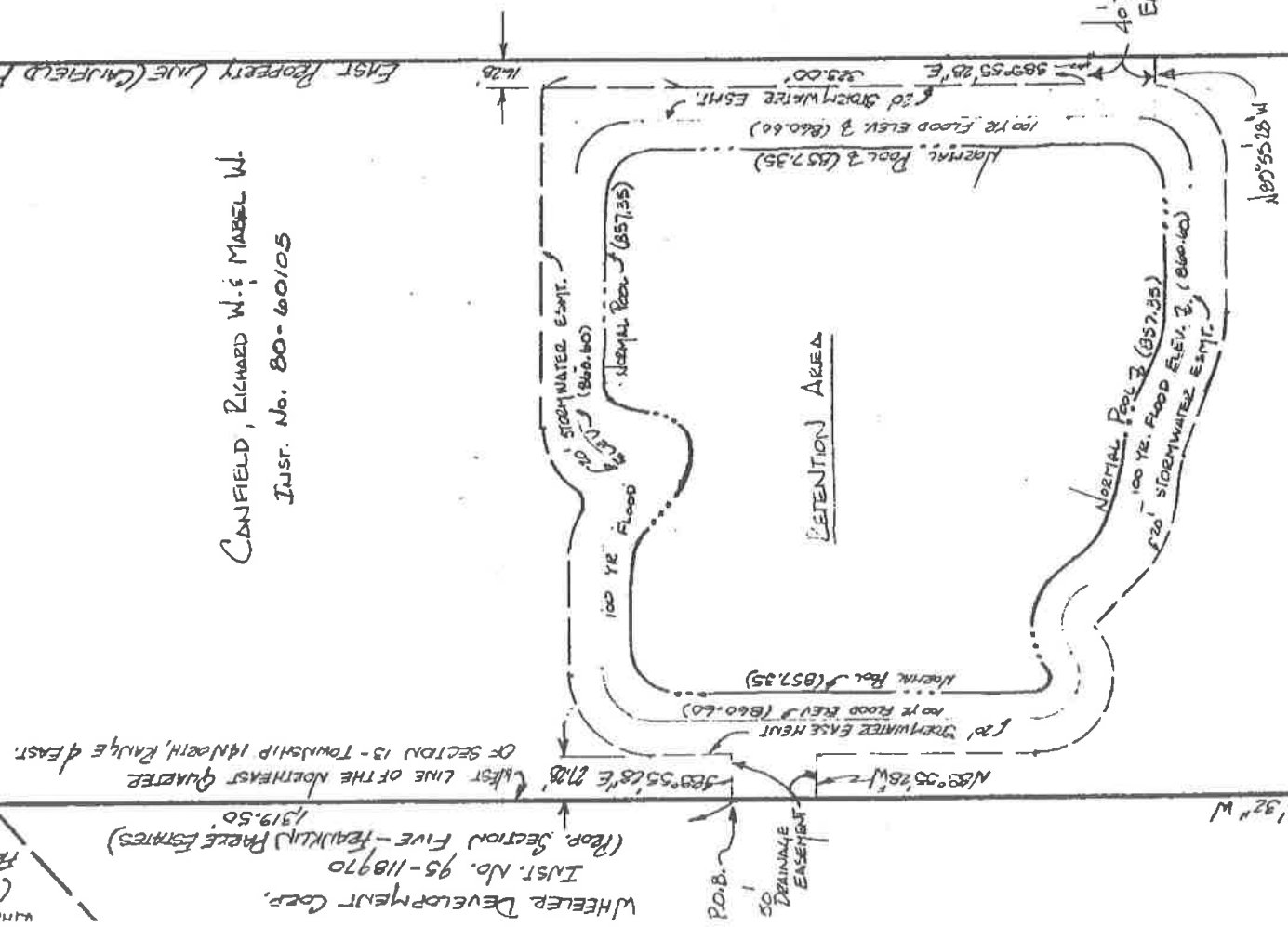
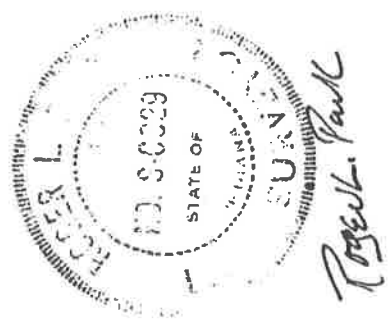
449.00'

WHEELER DEVELOPMENT COOP. (Proposed Sec. Eight - Franklin Park Estates)

WHEELER DEVELOPMENT COOP. INST. No. 95-118970 (Prop. Section Five - Franklin Park Estates)

East Property Line (Canfield Property)

CANFIELD, RICHARD W. & MABEL W.
INST. No. 80-60105



GRAPHIC SCALE



ATTACHMENT 'A'
CANFIELD RETENTION AREA
LEGAL DESCRIPTION

SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER S13-T14N-R4E.

N 89° 55' 36" W

FRANKLIN PARKE ESTATES
SECTION THREE
INST. No. 92-160057

Exhibit 2

WHEELER DEVELOPMENT COOP. (Proposed Section Four - Franklin Park Estates)

S 00° 04' 32" W

Franklin

JOHN R. VON ARX
MARION COUNTY AUDITOR

137055 JUL 17 88

RECEIVED FOR EXAMINATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

Cross Reference

This easement encumbers real estate that does not lie within a subdivision. The deed by which the encumbered real estate was most recently transferred is recorded as Instrument Number 8060105, in the office of the Recorder of Marion County, Indiana.

GRANT OF EASEMENT

THIS INDENTURE WITNESSES that for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, RICHARD W. CANFIELD AND MABEL W. CANFIELD, husband and wife ("Grantors"), for themselves and their joint and several grantees, successors, and assigns, hereby jointly and severally grant, bargain, sell, convey, and warrant unto INDIANAPOLIS WATER COMPANY, an Indiana corporation ("Grantee"), its grantees, successors, and assigns, a perpetual easement with the right, privilege, and authority in Grantee, its grantees, successors, and assigns, to erect, construct, install, reconstruct, renew, operate, maintain, patrol, replace, and repair a water main or line and its necessary appurtenances in, under, upon, over, and across the real estate located in Marion County, Indiana, that is described and depicted in attached Exhibit A (which is a print of Grantee's Drawing No. D-8293) which real estate is hereinafter signified by the term "the Real

07/17/98 11:38AM JOAN N. ROBERTL MARION CTY RECORDER CJP 20.00 PAGES: 6

Inst # 1998-0122121

Estate." Said Exhibit A is incorporated in, and made a part of, this instrument by this reference, and the preceding reference, thereto, and is hereinafter referred to as "the Exhibit".

If the water main or line is initially installed by the Grantee, in good faith, in a location other than the location that is described and depicted in the Exhibit, then, and in that event, the easement that is defined in this instrument shall be conclusively deemed to affect only the strip of land that is centered on the water main or line as initially installed and that has a width corresponding to the width of the strip of land that is described and depicted in the Exhibit. In such an event as the event that is described in the immediately preceding sentence, the Grantors, jointly and severally, and the Grantee shall join in the execution and acceptance of an appropriate substitute easement instrument if either the Grantors or the Grantee shall deliver to the other a written request for such a substitute easement instrument.

Said easement also includes the rights and privileges (1) of ingress and egress for the employees, agents, and representatives of Grantee, its grantees, successors, and assigns, to, from, and over the Real Estate, (2) to use, temporarily, additional space where available and necessary from time to time adjacent to the Real Estate for equipment and materials necessary for installation, repair and maintenance of Grantee's facilities located in, under, upon, over, and across the Real Estate, (3) to do all acts and things requisite and necessary for the full enjoyment of the easement hereby granted, and (4) for nearby property owners, their grantees, successors, agents, or

employees, to connect the premises of such nearby property owners by water service pipes to the water main or line installed by Grantee in the Real Estate, provided such nearby property owners, their grantees, successors, agents, or employees, restore the portion of the Real Estate disturbed by their work to a condition that is as near the condition that existed at the time the portion was disturbed by them as is practicable.

Grantee covenants that in the installation, maintenance, or operation of its water main or line and appurtenances in, under, upon, over, and across the Real Estate, it will restore the portion of the Real Estate disturbed by its work to a condition that is as near the condition that existed at the time the portion was disturbed by it as is practicable, but it shall have no duty to restore an area of the Real Estate disturbed by nearby property owners, their grantees, successors, agents or employees, in connecting the premises of the nearby property owners by water service pipes to the water main or line installed in the Real Estate, and Grantee shall not be liable for any damages caused to Grantors' property as a result of such work.

Grantors reserve the right to use the Real Estate for any purpose which is not inconsistent with or will not interfere with the rights and privileges granted to Grantee by this easement. Grantors herein covenant for themselves and for their joint and several grantees, successors, and assigns, that none of them will change the grade of the Real Estate or erect or maintain any building or other structure or obstruction on or over the Real Estate. The immediately preceding sentence prohibits (among the other prohibitions effected by it) the erecting or maintaining on

the Real Estate of any earthen mound or series or system of earthen mounds.

The Grantors represent and certify that they are the owners of the Real Estate; they guarantee the quiet possession of the Real Estate to the Grantee; that the Real Estate is free of any lien or encumbrances, except the lien of current taxes and any other lien or encumbrance that appears of public record; and that, subject to the foregoing, they will warrant and defend Grantee's title to the easement granted hereby against all lawful claims.

IN WITNESS WHEREOF, Grantors have caused this Grant of Easement to be executed this 11th day of MARCH, 1998.

Richard W. Canfield
Richard W. Canfield
Mabel W. Canfield
Mabel W. Canfield

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me the undersigned, a Notary Public in and for the State of Indiana, personally appeared Richard W. Canfield and Mabel W. Canfield, husband and wife, who acknowledged their execution of the foregoing instrument to be their voluntary act and deed.

Witness my hand and Notarial Seal this 11th day of March, 1998.

I am a resident of Marion
County, Indiana, and my
commission expires:
9/22/01.

Jennifer Davison
Printed: Jennifer Davison
(Notary Public)

This instrument was prepared by Peter S. Beering.

PROPOSED WATERLINE EASEMENT

A part of the Northwest Quarter of the Northeast Quarter of Section 13,
Township 14 North, Range 4 East.

Area: Approx. 13,600 SQ. FT. (0.312 Ac.)
Date: January 22, 1998

NW Cor. NE 1/4
Sec. 13, T. 14N., R. 4E.

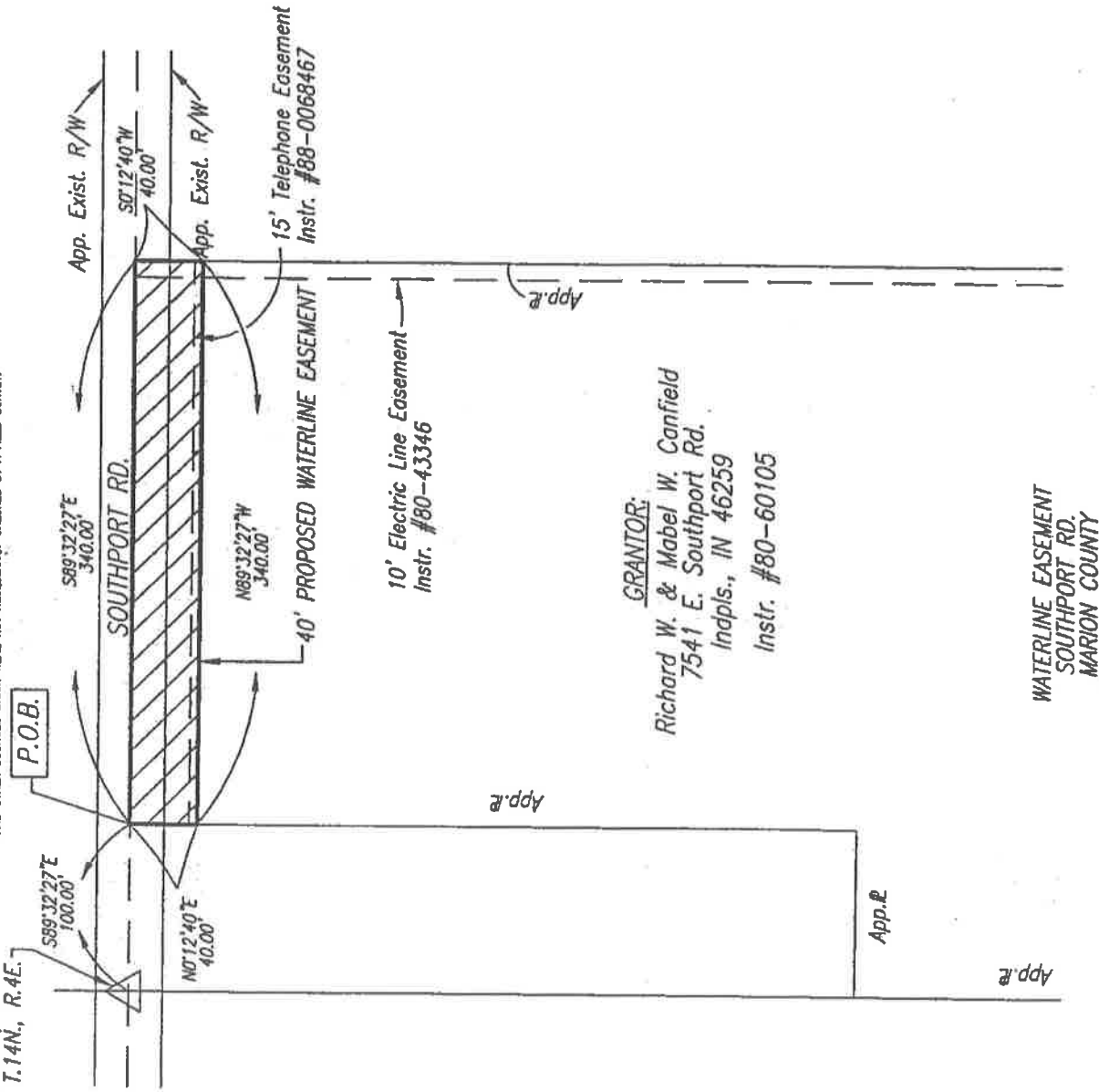


THIS PLAT WAS PREPARED FROM INFORMATION OBTAINED FROM THE RECORDS OF THE OFFICE
AND OTHER SOURCES WHICH WERE NOT NECESSARILY CHECKED BY A FIELD SURVEY.

HATCHED AREA IS THE
PROPOSED EASEMENT

NW Cor. NE 1/4
Sec. 13, T. 14N., R. 4E.

Scale: 1" = 100'



GRANTOR:
Richard W. & Mabel W. Canfield
7541 E. Southport Rd.
Indpls., IN 46259
Instr. #80-60105

WATERLINE EASEMENT
SOUTHPORT RD.
MARION COUNTY

A part of the Northwest Quarter of the Northeast Quarter of Section 13, Township 14 North,
Range 4 East, Marion County, Indiana, described as follows:

Beginning at a point on the north line of said section South 89 degrees 32 minutes 27 seconds
East 100.00 feet from the northwest corner of said quarter section; thence continuing South 89
degrees 32 minutes 27 seconds East 340.00 feet along said north line to the northeast corner
of the grantors' land; thence South 00 degrees 12 minutes 40 seconds West 40.00 feet along
the east line of the grantors' land; thence North 89 degrees 32 minutes 27 seconds West
340.00 feet to the west line of the grantors' land; thence North 00 degrees 12 minutes 40
seconds East 40.00 feet along said west line to the point of beginning and containing 13,600 sq.
ft. (0.312 acres), more or less.

Subject to all easements and rights of way of record.

EXHIBIT "A"

INDIANAPOLIS WATER COMPANY

1220 Waterway Blvd., P.O. Box 1220, Indianapolis, IN 46206

DISTRIBUTION SYSTEM

WATER MAIN EASEMENT

DESCRIPTION:
Southport Rd. - Easement lies south of and parallel to
the north line of Sec. 13. Easement begins 100' east
of the NW cor. of the NE 1/4 of said section and runs
east 340' and there ends.

APPROVED BY: S. J. [Signature]

DATE 2-13-98

DRAWING NO.

D-8293

Cross Reference to Deed
Instrument No. ~~80-60105~~

80-60105

Project No. _____
Parcel No. _____

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made this 9th day of August, 1996, by and between Richard W. and Mabel W. Canfield, (hereinafter called "Canfields") and James K. Wheeler and Wheeler Development Corporation (hereinafter together called "Wheeler");

WITNESSETH:

WHEREAS, Wheeler is the owner of the real estate in Marion County, Indiana, more particularly described in Exhibit A attached hereto and incorporated herein by this reference ("Parcel A"); and

WHEREAS, Canfields are the owners of the real estate in Marion County, Indiana, more particularly described in Exhibit B attached hereto and incorporated herein by this reference ("Parcel B"); and

WHEREAS, Wheeler desires that Parcel A be developed into a single family residential subdivision known as Franklin Trace (formerly known as "Franklin Parke Estates" and hereinafter referred to as the "Subdivision"); and

WHEREAS, the drainage facilities described in Wheeler's Drainage Plan as approved by the City of Indianapolis and described in the City of Indianapolis's Drainage Division File No. _____ (hereinafter called the "Drainage Facilities") are located, in part, under, upon, over and across Parcel B; and

WHEREAS, the Parties both desire to have Wheeler construct a retention pond on Parcel B as a part of the Drainage Facilities to accept surface water drainage from Parcel A; and

WHEREAS, it is the intent of the parties that this Easement will permit Wheeler the right to discharge uncontaminated surface water from parcel A over and into Parcel B.

NOW THEREFORE, in consideration of the mutual covenants herein set forth and other valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Grant of Easement.** Canfields for themselves, their successors, and assigns, do hereby grant, convey and warrant unto Wheeler and Wheeler's successors and assigns a perpetual non-exclusive easement for (i) the drainage of storm, surface and subsurface waters in, over, through and across the Drainage Facilities located on Parcel B (including but not limited to the drainage ditches, detention and retention areas, ponds and storm sewer lines) to serve Parcel A; and, (ii) the installation, maintenance, operation and replacement of such connections thereto as may be required

to accommodate the construction and maintenance of the Drainage Facilities.

2. **Diagram of Drainage Facilities.** A diagram map showing the route, courses and distances that the Drainage Facilities travel through and over Parcel B is attached hereto and incorporated herein by this reference as Exhibit "C".

3. **Wheeler's Right to Construct and Maintain Drainage Facilities.** Wheeler shall have the right to enter along, under, over and upon Parcel B to install, repair, maintain and continue such Drainage Facilities and to make such alterations and improvements to the Drainage Facilities as Wheeler or the City of Indianapolis deem necessary or useful. Wheeler shall also have the right of ingress and egress, for temporary periods only, over a reasonable portion of the Canfields' property adjoining Parcel B (the legal description of the Canfields entire property is attached hereto as Exhibit D) when necessary to install repair, maintain, continue or improve the Drainage Facilities. Wheeler shall not otherwise enter upon Canfields' real estate adjoining Parcel B. Wheeler may remove any structure, pavement or landscaping on the easement to inspect and/or maintain the Drainage Facilities without liability for replacement or repair of such structure, pavement or landscaping.

4. **Wheeler's Obligation to maintain and Repair Drainage Facilities on both Parcels A and B.** Wheeler shall maintain, in good operating condition and repair, at its own expense, the Drainage Facilities located on both Parcels A and B. This obligation shall include, but not be limited to cutting of grass and weeds and removing silt, debris and other obstructions from both Parcels A and B for the free and unobstructed use of the Drainage Facilities.

5. **Structures on Parcel B.** Canfields covenant that they will not erect, maintain, or allow to continue on Parcel B any building or other structure or obstruction to the free and unobstructed use of the easement and right-of-way or the Drainage Facilities without express written permission from Wheeler. Such permission, when duly recorded, shall run with Parcel B.

6. **Ownership of Parcel B.** Canfields covenant that they are the owners in fee simple of Parcel B, are lawfully seized thereof and have a good right to grant and convey the forgoing easement and right-of-way therein; that they warrant the quiet use and enjoyment thereof; and that they will defend Wheeler's title in said easement and right-of-way against all claims.

7. **Indemnity of Canfields by Wheeler.** Wheeler shall indemnify and hold the Canfields harmless from liability for any claims brought against the Canfields as a result of the construction of the Drainage Facilities on Parcel B or as a result of the discharge of water from the Drainage Facilities.

8. **Rights and Obligations of Successors.** The rights of the Parties shall apply to, and run with and for the benefit of, and the obligations of the Parties hereto shall be imposed upon and run with their land and their heirs, personal representatives, successors and assigns from time to time in their respective Parcels. In the event the entire interest of a Party in all or any part of

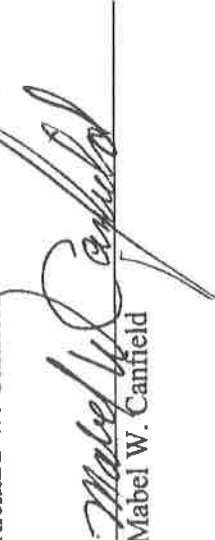
Parcel A or Parcel B, as applicable, is transferred (by conveyance, assignment, operation of law or otherwise), that Party's rights and obligations under this Agreement, exclusive of obligations then due or matured, shall terminate fully insofar as they relate to all or any part of the land in which its rights have been transferred, and the successor or assign to such Party's interest in all or such part of Parcel A or Parcel B, as applicable, shall, by accepting the transfer, be deemed to have assumed all obligations of such Party hereunder, such assumption being a condition precedent to the effectiveness of such transfer.

9. Mortgages on Parcel B. Canfields covenant and agree that they shall, within thirty (30) days following the date of this Agreement, cause any mortgage(s) or other security instruments encumbering Parcel B to be subordinated to the terms of this Agreement so that the terms of this Agreement shall in all events be prior and senior to any lien encumbering Parcel B.

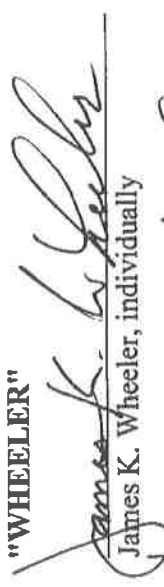
IN WITNESS WHEREOF, the Parties have set their hands and seals as of the day and year first written above.

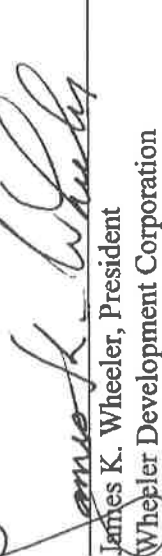
"CANFIELDS"


Richard W. Canfield


Mabel W. Canfield

"WHEELER"


James K. Wheeler, individually


James K. Wheeler, President
Wheeler Development Corporation

STATE OF INDIANA))
)) SS:
COUNTY OF MARION))

Before me, a Notary Public in and for said County and State, personally appeared Richard W. Canfield and Mabel W. Canfield who acknowledged the execution of the foregoing conveyance to be their voluntary acts and deeds.

Witness my hand and Notarial Seal this 9th day of August, 1996.



Signature

Schiela R. Peña

My Commission Expires:

Prigled Nalmer 21, 1999

Resident of Marion County

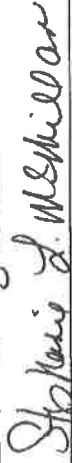
Commission Expiration Date

County of Residence

STATE OF INDIANA))
 Hamilton)) SS:
COUNTY OF MARION))

Before me a Notary Public in and for said County and State, personally appeared James K. Wheeler who acknowledged that he is the President of Wheeler Development Corporation, and acknowledged the execution of the foregoing conveyance to be his voluntary act and deed individually and on behalf of Wheeler Development Corporation.

Witness my hand and Notarial seal this the 9th day of August, 1996.



Signature

Stephanie L. McMillan

Printed

02/22/2000

Commission Expiration Date

Marion

County of Residence

This document was prepared by James K. Wheeler, 255 E Carmel Dr., Carmel, In 46032.

FRANKLIN PARKE ESTATES
LEGAL DESCRIPTION SECTIONS 5, 8, 9, 10 & 11
SECTION FIVE

A PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 14 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN IN MARION COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION, THENCE NORTH 00°02'17" EAST ON THE WEST LINE OF SAID HALF QUARTER SECTION, 310.00 FEET, TO THE NORTHWEST CORNER OF SECTION ONE OF FRANKLIN PARKE ESTATES; (THE NEXT 4 CALLS ARE ON AND ALONG THE NORTH LINE OF SAID SECTION ONE) THENCE NORTH 79°14'39" EAST, 168.94 FEET; THENCE NORTH 57°28'58" EAST, 54.61 FEET; THENCE NORTH 83°18'04" EAST, 140.72 FEET; THENCE NORTH 53°24'54" EAST, 35.54 FEET; THENCE NORTH 00°02'17" EAST ON THE LINE BETWEEN SECTION TWO AND SECTION SEVEN OF FRANKLIN PARKE ESTATES, 395.00 FEET; (THE NEXT THREE CALLS ARE ON THE WEST LINE OF SECTION FOUR OF FRANKLIN PARKE ESTATES) THENCE NORTH 00°02'17" EAST, 40.00 FEET; THENCE NORTH 08°57'31" WEST, 208.90 FEET; THENCE NORTH 00°11'52" WEST, 90.00 FEET TO THE POINT OF BEGINNING (P.O.B.) OF THIS DESCRIPTION:

FROM SAID P.O.B., NORTH 00°02'17" EAST, 380.00 FEET; THENCE SOUTH 77°20'45" EAST, 387.57 FEET; THENCE SOUTH 87°16'26" EAST, 120.00 FEET; THENCE NORTH 08°04'32" EAST, 162.07 FEET; THENCE NORTH 43°32'27" EAST, 61.39 FEET; THENCE NORTH 08°04'32" EAST, 153.26 FEET; THENCE NORTH 54°21'16" WEST, 44.48 FEET; THENCE NORTH 63°42'01" EAST, 49.20 FEET; THENCE SOUTH 80°15'27" EAST, 190.00 FEET; THENCE SOUTH 56°23'11" EAST, 53.55 FEET; THENCE SOUTH 74°48'15" EAST, 135.00 FEET; THENCE NORTH 36°29'53" EAST, 71.69 FEET TO THE EAST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 00°04'32" WEST, ON SAID EAST LINE, 865.00 FEET TO THE NORTHEAST CORNER OF SAID SECTION FOUR, (THE NEXT EIGHT CALLS ARE ON THE NORTH LINE OF SAID SECTION FOUR); THENCE NORTH 89°55'28" WEST, 170.00 FEET; THENCE NORTH 18°54'35" WEST, 153.69 FEET; THENCE NORTH 89°55'28" WEST, 162.16 FEET; THENCE SOUTH 06°38'04" WEST, 20.00 FEET; THENCE NORTH 72°21'56" WEST, 170.00 FEET; THENCE NORTH 79°21'56" WEST, 180.00 FEET; THENCE NORTH 84°51'56" WEST, 140.00 FEET; THENCE SOUTH 84°08'04" WEST, 135.00 FEET TO THE P.O.B. OF THIS DESCRIPTION, CONTAINING 12.30 ACRES, MORE OR LESS.

SECTION EIGHT

A PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 14 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN IN MARION COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION, THENCE NORTH 00°02'17" EAST ON THE WEST LINE OF SAID HALF QUARTER SECTION, 310.00 FEET TO THE NORTHWEST CORNER OF SECTION ONE (RECORDED AS INSTRUMENT NO. 90-0040917 IN THE OFFICE OF THE MARION COUNTY RECORDER) AND THE SOUTHWEST CORNER OF SECTION SEVEN (RECORDED AS INSTRUMENT NO. 91-0096851 IN THE OFFICE OF THE MARION COUNTY RECORDER) OF FRANKLIN PARKE ESTATES; THENCE CONTINUING ALONG SAID WEST LINE OF SAID HALF QUARTER SECTION AND THE WEST LINE OF SAID SECTION SEVEN, NORTH 00°02'17" EAST, 699.00 FEET TO THE NORTHWEST CORNER OF SAID SECTION SEVEN; THENCE ALONG THE NORTH LINE OF SAID SECTION SEVEN, NORTH 83°18'04" EAST, 350.00 FEET TO THE NORTHEAST CORNER OF SAID SECTION SEVEN AND A WESTERLY CORNER OF SECTION FOUR (UNRECORDED) OF SAID SUBDIVISION; THENCE ALONG THE WESTERLY LINE OF SAID SECTION FOUR, NORTH 00°11'52" WEST, 90.00 FEET TO THE NORTHWEST CORNER OF SAID SECTION FOUR AND THE SOUTHWEST CORNER OF SECTION FIVE (UNRECORDED) OF

EXHIBIT A

SAID SUBDIVISION; THENCE ALONG THE WEST LINE OF SAID SECTION FIVE, NORTH 00°02'17" EAST, 380.00 FEET TO THE NORTHWEST CORNER OF SAID SECTION FIVE; (THE NEXT SEVEN CALLS ARE ALONG THE NORTHWESTERLY SIDE OF SAID SECTION FIVE) THENCE SOUTH 77°20'45" EAST, 387.57 FEET TO A POINT; THENCE SOUTH 87°16'26" EAST, 120.00 FEET TO A POINT; THENCE NORTH 08°04'32" EAST, 162.07 FEET TO A POINT; THENCE NORTH 43°32'27" EAST, 61.39 FEET TO A POINT; THENCE NORTH 08°04'32" EAST, 153.26 FEET TO A POINT; THENCE NORTH 54°21'16" WEST, 44.48 FEET TO A POINT; THENCE NORTH 63°42'01" EAST, 49.20 FEET TO THE POINT OF BEGINNING (P.O.B.) OF THIS DESCRIPTION FOR SECTION EIGHT OF FRANKLIN PARKE ESTATES.

FROM SAID P.O.B., NORTH 19°44'39" EAST, 142.63 FEET TO A POINT; THENCE NORTH 00°04'32" EAST, 260.00 FEET TO A POINT; THENCE NORTH 00°16'03" WEST, 75.29 FEET TO A POINT; THENCE SOUTH 89°43'57" WEST, 370.00 FEET TO A POINT; THENCE NORTH 00°16'03" WEST, 100.00 FEET TO A POINT; THENCE NORTH 34°11'25" EAST, 60.64 FEET TO A POINT; THENCE NORTH 00°16'03" WEST, 155.00 FEET TO A POINT; THENCE NORTH 89°43'57" EAST, 575.42 FEET TO A POINT; THENCE NORTH 00°16'03" WEST, 25.00 FEET TO A POINT; THENCE NORTH 89°43'57" EAST, 120.00 FEET TO A POINT ON THE EAST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION, SAID POINT BEING 45.00 FEET SOUTH OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE ALONG SAID EAST LINE, SOUTH 00°04'32" WEST, 839.44 FEET TO THE SOUTHEAST CORNER OF SAID SECTION EIGHT AND THE NORTHEAST CORNER OF SAID SECTION FIVE; (THE NEXT FOUR CALLS ARE COMMON TO THE SOUTH LINE OF SECTION EIGHT AND THE NORTH LINE OF SAID SECTION FIVE.), THENCE SOUTH 36°29'53" WEST, 71.69 FEET TO A POINT; THENCE NORTH 74°48'15" WEST, 135.00 FEET TO A POINT; THENCE NORTH 40°30'26" WEST, 65.16 FEET TO A POINT; THENCE NORTH 86°42'21" WEST, 190.32 FEET TO THE P.O.B. OF THIS DESCRIPTION; CONTAINING 9.3195 ACRES DIVIDED INTO EIGHTEEN LOTS.

SECTION NINE

A PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 14 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN IN MARION COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION, THENCE NORTH 00°02'17" EAST ON THE WEST LINE OF SAID HALF QUARTER SECTION, 310.00 FEET TO THE NORTHWEST CORNER OF SECTION ONE (RECORDED AS INSTRUMENT NO. 90-0040917 IN THE OFFICE OF THE MARION COUNTY RECORDER) AND THE SOUTHWEST CORNER OF SECTION SEVEN (RECORDED AS INSTRUMENT NO. 91-0096851 IN THE OFFICE OF THE MARION COUNTY RECORDER) OF FRANKLIN PARKE ESTATES; THENCE CONTINUING ALONG SAID WEST LINE OF SAID HALF QUARTER SECTION AND THE WEST LINE OF SAID SECTION SEVEN AND SECTION ELEVEN (UNRECORDED), NORTH 00°02'17" EAST, 1,429.00 FEET TO THE FEET TO THE NORTHEAST CORNER OF SAID SECTION ELEVEN AND TO THE POINT OF BEGINNING (P.O.B.) OF THIS DESCRIPTION FOR SECTION NINE OF FRANKLIN PARKE ESTATES.

FROM SAID P.O.B., CONTINUING ALONG SAID WEST LINE OF SAID HALF QUARTER SECTION 889.56 FEET; THENCE NORTH 89°43'57" EAST, 500.00 FEET TO A POINT; THENCE SOUTH 00°16'03" EAST, 15.00 FEET TO A POINT; THENCE NORTH 89°43'57" EAST, 150.00 FEET TO A POINT; (THE NEXT 3 CALLS ARE COMMON TO THE WESTERLY LINE OF UNRECORDED SECTION EIGHT) THENCE SOUTH 00°16'03" EAST, 165.00 FEET TO A POINT; THENCE SOUTH 34°11'25" WEST, 60.64 FEET TO A POINT; THENCE SOUTH 00°16'03" EAST, 155.00 FEET TO A POINT; (THE NEXT 5 CALLS ARE COMMON TO UNRECORDED SECTION 10) THENCE SOUTH 89°43'57" WEST, 260.00 FEET TO A POINT; THENCE SOUTH 00°02'17" WEST, 320.00 FEET TO A POINT; THENCE SOUTH 50°14'47" EAST, 118.59 FEET TO A POINT; THENCE SOUTH 81°55'28" EAST, 410.00 FEET TO A

POINT; THENCE NORTH 63°42'01" EAST, 45.24 FEET TO A POINT; (SAID POINT BEING COMMON TO UNRECORDED SECTIONS 5 & 8) (THE NEXT 6 CALLS ARE COMMON TO SECTION 5) THENCE SOUTH 54°21'16" EAST, 44.48 FEET TO A POINT; THENCE SOUTH 08°04'32" WEST, 153.26 FEET TO A POINT; THENCE SOUTH 43°32'27" WEST, 61.39 FEET TO A POINT; THENCE SOUTH 08°04'32" WEST, 162.07 FEET TO A POINT; THENCE NORTH 87°16'26" WEST, 120.00 FEET TO A POINT; THENCE NORTH 77°20'45" WEST, 61.39 FEET TO A POINT; (SAID POINT BEING COMMON TO UNRECORDED SECTIONS 5 & 11) (THE NEXT 3 CALLS ARE COMMON TO THE NORTHERLY LINE OF SECTION 11) THENCE NORTH 89°57'43" WEST, 132.21 FEET TO A POINT; THENCE NORTH 15°06'41" WEST, 163.99 FEET TO A POINT; THENCE NORTH 70°33'16" WEST, 182.51 FEET TO THE P.O.B. OF THIS DESCRIPTION; CONTAINING 15.1862 ACRES DIVIDED INTO THIRTY THREE LOTS.

SECTION TEN

A PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 14 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN IN MARION COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION, THENCE NORTH 00°02'17" EAST ON THE WEST LINE OF SAID HALF QUARTER SECTION, 310.00 FEET TO THE NORTHWEST CORNER OF SECTION ONE (RECORDED AS INSTRUMENT NO. 90-0040917 IN THE OFFICE OF THE MARION COUNTY RECORDER) AND THE SOUTHWEST CORNER OF SECTION SEVEN (RECORDED AS INSTRUMENT NO. 91-0096851 IN THE OFFICE OF THE MARION COUNTY RECORDER) OF FRANKLIN PARKE ESTATES; THENCE CONTINUING ALONG SAID WEST LINE OF SAID HALF QUARTER SECTION AND THE WEST LINE OF SAID SECTION SEVEN AND THE WEST LINE OF SECTIONS ELEVEN AND NINE, (UNRECORDED), NORTH 00°02'17" EAST, 2,318.56 FEET TO THE NORTHWEST CORNER OF SAID UNRECORDED SECTION NINE; THENCE NORTH 89°43'57" EAST, 500.00 FEET TO A POINT; THENCE SOUTH 00°16'03" EAST, 15.00 FEET TO A POINT; THENCE NORTH 89°43'57" EAST, 150.00 FEET TO A POINT; (THE NEXT 3 CALLS ARE COMMON TO THE WESTERLY LINE OF UNRECORDED SECTION EIGHT) THENCE SOUTH 00°16'03" EAST, 165.00 FEET TO A POINT; THENCE SOUTH 34°11'25" WEST, 60.64 FEET TO A POINT; THENCE SOUTH 00°16'03" EAST, 100.00 FEET TO THE POINT OF BEGINNING (P.O.B.) OF THIS DESCRIPTION FOR SECTION TEN OF FRANKLIN PARKE ESTATES.

FROM SAID P.O.B. (THE NEXT FOUR CALLS ARE COMMON TO UNRECORDED SECTION EIGHT OF SAID SUBDIVISION) THENCE NORTH 89°43'57" EAST, 370.00 FEET; THENCE SOUTH 00°16'03" EAST, 75.29 FEET; THENCE SOUTH 00°04'32" WEST, 260.00 FEET; THENCE SOUTH 19°44'39" WEST, 142.63 FEET TO A POINT COMMON TO BOTH SECTIONS FIVE AND EIGHT OF SAID SUBDIVISION, (THE NEXT CALL IS COMMON TO UNRECORDED SECTION FIVE AND NINE OF SAID SUBDIVISION) THENCE SOUTH 63°42'01" WEST, 94.44 FEET; (THE NEXT FIVE CALLS ARE COMMON TO UNRECORDED SECTION NINE OF SAID SUBDIVISION) THENCE NORTH 81°55'28" WEST, 410.00 FEET; THENCE NORTH 50°14'47" WEST, 118.59 FEET; THENCE NORTH 00°02'17" EAST, 320.00 FEET; THENCE NORTH 89°43'57" EAST, 260.00 FEET; THENCE NORTH 00°16'03" WEST, 55.00 FEET TO THE P.O.B. OF THIS DESCRIPTION; CONTAINING 6.4168 ACRES DIVIDED INTO TWELVE LOTS.

SECTION ELEVEN

A PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 14 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN IN MARION COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION, THENCE NORTH 00°02'17" EAST ON THE WEST LINE OF SAID HALF.

QUARTER SECTION, 310.00 FEET TO THE NORTHWEST CORNER OF SECTION ONE (RECORDED AS INSTRUMENT NO. 90-0040917 IN THE OFFICE OF THE MARION COUNTY RECORDER) AND THE SOUTHWEST CORNER OF SECTION SEVEN (RECORDED AS INSTRUMENT NO. 91-0096851 IN THE OFFICE OF THE MARION COUNTY RECORDER) OF FRANKLIN PARKE ESTATES; THENCE CONTINUING ALONG SAID WEST LINE OF SAID HALF QUARTER SECTION AND THE WEST LINE OF SAID SECTION SEVEN 699.00 FEET TO THE NORTHWEST CORNER OF SAID SECTION SEVEN AND THE POINT OF BEGINNING (P.O.B.) OF THIS DESCRIPTION FOR SECTION ELEVEN OF FRANKLIN PARKE ESTATES.

FROM SAID P.O.B. CONTINUING ALONG SAID WEST LINE OF SAID HALF QUARTER SECTION NORTH 00°02'17" EAST, 730.00 FEET TO THE SOUTHWEST CORNER OF UNRECORDED SECTION NINE OF SAID SUBDIVISION; (THE NEXT THREE CALLS ARE COMMON TO UNRECORDED SECTION NINE OF SAID SUBDIVISION) THENCE SOUTH 70°33'16" EAST, 182.51 FEET; THENCE SOUTH 15°06'41" EAST, 163.99 FEET; THENCE SOUTH 89°57'43" EAST, 132.21 TO A POINT COMMON TO UNRECORDED SECTIONS FIVE AND NINE OF SAID SUBDIVISION; (THE NEXT CALL IS COMMON TO SAID SECTION FIVE); THENCE SOUTH 00°02'17" WEST, 380.00 FEET TO THE SOUTHWEST CORNER OF SAID SECTION FIVE AND THE NORTHWEST CORNER OF UNRECORDED SECTION FOUR OF SAID SUBDIVISION; (THE NEXT CALL IS COMMON TO SAID SECTION FOUR) THENCE SOUTH 00°11'52" EAST, 90.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION FOUR AND THE NORTHEAST CORNER OF SAID SECTION SEVEN; THENCE ALONG THE NORTH LINE OF SAID SECTION SEVEN, SOUTH 83°18'04" WEST, 350.00 FEET TO THE P.O.B. OF THIS DESCRIPTION; CONTAINING 4.7338 ACRES DIVIDED INTO TWELVE LOTS.

Roger L. Park

ROGER L. PARK, IND. L.S. # S0029

August 1, 1996
DATE

C:\FPE\PLATS\118LOTS



CANFIELD RETENTION AREA
LEGAL DESCRIPTION

THE PURPOSE OF THIS DESCRIPTION IS TO PROVIDE FOR A PERPETUAL STORMWATER EASEMENT OF TWENTY (20.00) FEET IN WIDTH, MEASURED HORIZONTALLY, OUTSIDE OF THE DESIGN 100 YEAR FLOOD WATER ELEVATION, SAID ELEVATION BEING 860.60 M.S.L., OF A RETENTION AREA BASIN (SEE ATTACHMENT "A") TO BE CONSTRUCTED ON THE PROPERTY OF RICHARD W. AND MABEL W. CANFIELD. SAID PROPERTY IS RECORDED AS INSTRUMENT NUMBER 80-60105 IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA (CANFIELD PROPERTY); SAID RETENTION AREA TO BE CONSTRUCTED EXCLUSIVELY FOR THE PURPOSES OF STORMWATER DRAINAGE RETENTION OF THE FUTURE DEVELOPMENT OF THE PARCEL KNOWN AS FRANKLIN PARKE ESTATES, RECORDED AS INSTRUMENT NUMBERS 95-118964 AND 95-118970 IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA, AND FOR THE FUTURE DEVELOPMENT, IF ANY, OF SAID CANFIELD PROPERTY.

A PART OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 14 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN IN MARION COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION, THENCE SOUTH 00°04'32" WEST, ALONG THE WEST LINE OF SAID QUARTER SECTION, SAID WEST LINE ALSO BEING THE EAST LINE OF SAID PROPOSED FRANKLIN PARKE ESTATES, (BEARING OF SAID EAST LINE OF PROPOSED FRANKLIN PARKE ESTATES), 1,319.50 FEET, TO THE POINT OF BEGINNING (P.O.B.) OF THIS DESCRIPTION:

FROM SAID P.O.B., THENCE SOUTH 89°55'28" EAST ON A LINE, SAID LINE BEING THE NORTH LINE OF A FIFTY (50.00) FEET DRAINAGE EASEMENT FOR THE CONSTRUCTION OF AND ACCESS FOR MAINTENANCE TO THE OUTLET CONTROL STRUCTURES FROM THE RETENTION AREA IN SECTION FIVE OF SAID FRANKLIN PARKE ESTATES, 27.28 FEET TO A POINT ON SAID TWENTY (20.00) FEET PERPETUAL STORMWATER EASEMENT; THENCE NORTHERLY AND EASTERLY ALONG SAID 20.00 FEET PERPETUAL STORMWATER EASEMENT TO A POINT, SAID POINT BEING A DISTANCE OF 1,193.90 FEET SOUTH AND 422.14 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION AND ALSO A DISTANCE OF 16.28 FEET WEST OF AND PERPENDICULAR TO THE EAST PROPERTY LINE OF SAID CANFIELD PROPERTY, SAID EAST PROPERTY LINE BEING 440.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION; THENCE SOUTH 00°04'32" WEST, PARALLEL WITH THE EAST PROPERTY LINE OF SAID CANFIELD PROPERTY, 323.00 FEET; THENCE SOUTH 89°55'28" EAST ON A LINE, SAID LINE BEING THE NORTH LINE OF A FORTY (40.00) FEET DRAINAGE EASEMENT FOR THE CONSTRUCTION OF AND ACCESS FOR MAINTENANCE TO THE OUTLET CONTROL STRUCTURE FOR SAID CANFIELD RETENTION AREA, 16.28 FEET TO THE EAST PROPERTY LINE OF SAID CANFIELD PROPERTY; THENCE SOUTH 00°04'32" WEST, ALONG SAID EAST PROPERTY LINE, 40.00 FEET; THENCE NORTH 89°55'28" WEST ON A LINE FORTY (40.00) FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID 40.00 FEET DRAINAGE EASEMENT, SAID WESTERLY LINE BEING THE SOUTH LINE OF SAID 40.00 FEET DRAINAGE EASEMENT, 16.28 FEET TO A POINT ON SAID TWENTY (20.00) FEET PERPETUAL STORMWATER EASEMENT; THENCE WESTERLY AND NORTHERLY ALONG SAID 20.00 FEET IN WIDTH, MEASURED HORIZONTALLY, OUTSIDE OF THE DESIGN 100 YEAR FLOOD WATER ELEVATION, SAID ELEVATION BEING 860.60 M.S.L., OF A RETENTION AREA BASIN PERPETUAL STORMWATER EASEMENT TO A POINT, SAID POINT BEING 1,369.53 FEET SOUTH AND 25.47 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID QUARTER SECTION; THENCE NORTH 89°55'28" WEST, ON A LINE FIFTY (50.00) FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID 50.00 FEET DRAINAGE EASEMENT, SAID WESTERLY LINE BEING THE SOUTH LINE OF SAID 50.00 FEET DRAINAGE EASEMENT, 27.28 FEET TO THE WEST LINE OF SAID QUARTER SECTION; THENCE NORTH 00°04'32" EAST ALONG SAID WEST LINE OF SAID QUARTER SECTION 50.00 FEET TO THE P.O.B. OF THIS DESCRIPTION.

THIS STORMWATER EASEMENT LEGAL DESCRIPTION PREPARED BY PARK ENGINEERING, P.C.

Roger L. Park

Roger L. Park, Ind. L.S. # S0029

a:\95misc2\9525\storm\PERPESMT

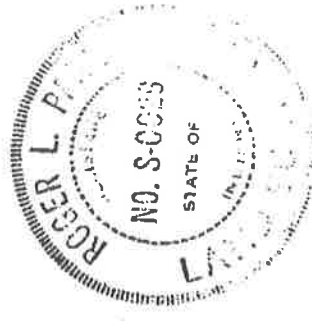


EXHIBIT B

1/4" IN LINE OF THE NORTHEAST QUARTER OF SEC 13, T4N, R4E 2 (1/4 SOUTH PART RD.)

40' 00"
WEST LINE OF THE NORTHEAST QUARTER
OF SECTION 13, TOWNSHIP 14 NORTH, RANGE 4 EAST.

WHEELER DEVELOPMENT CORP.
(PROPOSED SEC. EIGHT -
FRANKLIN POORE ESTATES)

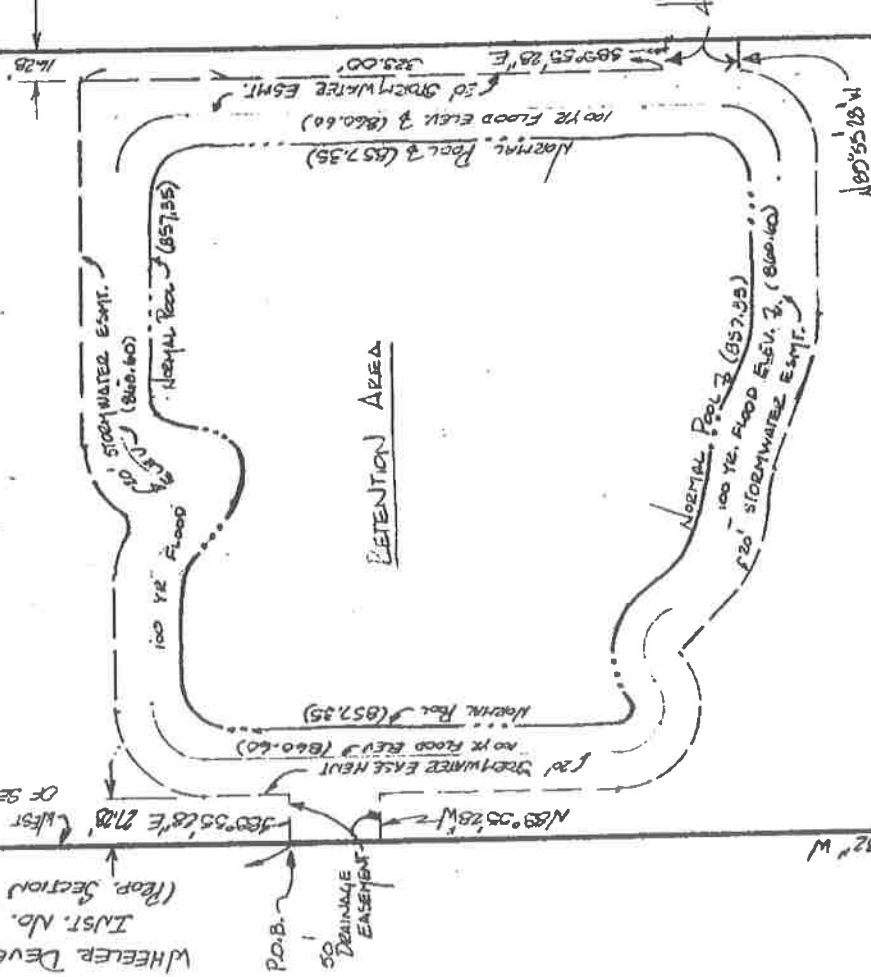
WHEELER DEVELOPMENT CORP.
INST. NO. 95-118970
(PROP. SECTION FIVE - FRANKLIN POORE ESTATES)
1/319.50'

WEST LINE OF THE NORTHEAST QUARTER
OF SECTION 13 - TOWNSHIP 14 NORTH, RANGE 4 EAST.

CANFIELD, RICHARD W. & MABEL W.
INST. NO. 80-60105



Robert. Paul



RETENTION AREA



GRAPHIC SCALE



ATTACHMENT 'A'
CANFIELD RETENTION AREA
LEGAL DESCRIPTION

WHEELER DEVELOPMENT CORP.
(PROPOSED SECTION FIVE -
FRANKLIN POORE ESTATES)

FRANKLIN POORE ESTATES
SECTION THREE
INST. NO. 92-160057

N 89° 55' 36" W

SOUTH LINE OF THE NORTH HALF
OF THE SOUTHWEST QUARTER OF THE
NORTHEAST QUARTER 913-714N-24E.