

ORDINANCE NO. 022006A

AN ORDINANCE AMENDING THE TEXT OF SOUTHWEST CORNER 116TH/OLIO ROAD ORDINANCE No. 100702B (Revised 11/4/02) OF FISHERS, INDIANA

THIS ORDINANCE No. _____ (the "Amended Southwest Corner 116th/Olio Road PUD") IS AN ORDINANCE APPLICABLE TO THE REAL ESTATE WHICH IS LEGALLY DESCRIBED IN WHAT IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AS EXHIBIT "A" AND AMENDING THE TEXT OF AN ORDINANCE OF FISHERS, INDIANA, DATED November 4, 2002 - Ordinance No. 100702B (Revised 11/4/02) (the "Original Southwest Corner 116th/Olio Road PUD");

SECTION 1. DECLARATION

It is hereby ordained by the Town Council (the "Council") of the Town of Fishers, Indiana (the "Town") that the text of the Original Southwest Corner 116th/Olio Road PUD is hereby amended as set forth in this Amended Southwest Corner 116th/Olio Road PUD and, to the extent there is any conflict between the Original Southwest Corner 116th/Olio Road PUD and this Amended Southwest Corner 116th/Olio Road PUD, this Amended Southwest Corner 116th/Olio Road PUD shall control. Any provisions of the Original Southwest Corner 116th/Olio Road PUD that are not specifically amended by this Amended Southwest Corner 116th/Olio Road PUD shall remain in full force and effect.

SECTION 2. PURPOSE AND INTENT

The purpose and intent of this Amended Southwest Corner 116th/Olio Road PUD is to amend certain and specific provisions of the Original Southwest Corner 116th/Olio Road PUD pertaining to the residential area, identified therein, as the same relates to the maximum number of condominium units that may be developed on the Real Estate and the conceptual plan for the development of the Real Estate, both of which were identified in the text and Exhibits A and B of the Original Southwest Corner 116th/Olio Road PUD.

SECTION 3. AMENDMENTS TO THE ORIGINAL SOUTHWEST CORNER 116TH/OLIO ROAD PUD

The following constitute the amendments to the Original Southwest Corner 116th/Olio Road PUD:

- A. Section 3 Land Use, paragraph D- Development of 63 condominium units and related improvements within the Residential Area shall be substantially as depicted on Exhibit "B".
- B. Section 5 Residential Standards, Paragraph A Bulk and Density Standards, subparagraph (2) Density – Maximum of 63 condominium units consisting of following:
 - a. Nine (9) two (2) unit buildings;
 - b. Eleven (11) three (3) unit buildings; and

c. Three (3) four (4) unit buildings.

While the number and type of proposed building units may vary, the total number of condominium units shall not exceed 63 units.

SECTION 4. PROCEDURES

The Original Southwest Corner 116th/Olio Road PUD; as hereby amended by this Amended Southwest Corner 116th/Olio Road PUD, shall remain in full force and effect.

SECTION 5. APPROVAL

This Amended Southwest Corner 116th/Olio Road PUD shall be in full force and effect from and after its passage by the Town Council.

ADOPTED BY THE Town Council of the Town of Fishers, Indiana on this 5th day of June, 2006.

THE TOWN COUNCIL OF FISHERS, HAMILTON COUNTY, INDIANA

AYE		NAY
BY: <u><i>Scott A. Faultless</i></u>	Scott A. Faultless, President	<u><i>Scott A. Faultless</i></u>
<u><i>Eileen N. Pritchard</i></u>	Eileen N. Pritchard, Vice President	_____
<u><i>Timothy O. Lima</i></u>	Timothy O. Lima, Member	_____
<u><i>Stuart F. Easley</i></u>	Stuart F. Easley, Member	_____
<u><i>Daniel E. Henke</i></u>	Daniel E. Henke, Member	<u><i>Daniel E. Henke</i></u>
<u><i>Charles P. White</i></u>	Charles P. White, Member	_____
_____	David C. George, Member	<u><i>David C. George</i></u>

ATTEST: *Linda Gaye Cordell*
Linda Gaye Cordell, Clerk-Treasurer,
Town of Fishers, Indiana

DATE: 6-5-06

Approved by: Douglas D. Church: Church, Church, Hittle, and Antrim – Town Attorney

Document Prepared by: James E. Shinaver, Neslon & Frankenberger.

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EXHIBIT A

A part of the Northeast Quarter of Section 2, and a part of the Northwest Quarter of Section 1, both in Township 17 North, Range 5 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of Section 35, Township 18 North, Range 5 East (the Northwest corner of said Section 1 lies 58.08 feet Westerly from the Southeast corner of said Section 35, according to the Congressional (Original) Survey Plat); thence North 89 degrees 57 minutes 27 seconds West (bearing system per plat of Kleinwood Addition, Section 1, recorded in Plat Book 12, Pages 17-18, in the Office of the Recorder for Hamilton County, Indiana) along the North line of said Northeast Quarter a distance of 694.63 feet to the Northwest corner of Kleinwood Addition, Section 3, recorded in Plat Book 11, Pages 7-8 in said Recorder's Office; thence South 00 degrees 02 minutes 33 seconds West a distance of 50.00 feet to the South right-of-way line of 116th Street per plans for the Indiana Department of Transportation (INDOT) Project HCED # PR-98-0002, then next five (5) courses being along said right-of-way line; thence (1) South 89 degrees 57 minutes 27 seconds East parallel to aforesaid north line a distance of 259.96 feet; thence (2) South 00 degrees 02 minutes 33 seconds West a distance of 16.41 feet; thence (3) South 89 degrees 57 minutes 27 seconds East a distance of 331.81 feet; thence (4) South 45 degrees 07 minutes 14 seconds East a distance of 464.0 feet; thence (5) South 00 degrees 02 minutes 33 seconds West a distance of 120.79 feet to the Northeast corner of a tract of land described in Instrument Number 200100020764 in said Recorder's Office; thence South 05 degrees 12 minutes 20 seconds East along the East line thereof a distance of 96.94 feet to the East line of Lot 7 in Kleinwood Addition, Section Two, recorded in Plat Book 12, Pages 19-20 in said Recorder's Office; thence South 25 degrees 30 minutes 00 seconds East along the East line of said Lot 7 a distance of 322.83 feet to the Southeast corner of said Lot 7; thence North 64 degrees 30 minutes 00 seconds East a distance of 0.85 feet to a point 60 feet Westerly and parallel with the centerline of Ohio Road per said right-of-way plans, said point also being on a curve having a radius of 924.24 feet, the radius point of which bears South 73 degrees 10 minutes 57 seconds West from said point; thence Southeasterly along said curve an arc distance of 25.39 feet to a point that bears South 74 degrees 45 minutes 31 seconds East from said radius point to the centerline of Annie Lane and also the Point of Beginning of this description, said point also being on a curve having a radius of 924.24 feet, the radius point of which bears South 74 degrees 45 minutes 31 seconds West from said point; thence Southeasterly along said curve an arc distance of 25.50 feet to a point that bears North 78 degrees 20 minutes 11.5 seconds East from said radius point; thence South 64 degrees 30 minutes 00 seconds West a distance of 119.53 feet to a point on said right-of-way line per said plans; thence South 15 degrees 41 minutes 32 seconds East along the East line of Lot 3 in said Plat of Kleinwood Addition, Section One a distance of 33.83 feet to the Northwest corner of a tract of land described in said Instrument Number 200100020764, the next seven (7) courses being along said tract; thence (1) North 64 degrees 30 minutes 00 seconds East a distance of 51.66 feet; thence (2) South 63 degrees 05 minutes 19 seconds East a distance of 45.92 feet; thence (3) South 01 degrees 28 minutes 50 seconds East a distance of 137.00 feet; thence (4) South 03 degrees 16 minutes 53 seconds West a distance of 79.83 feet; thence (5) South 08 degrees 52 minutes 14 seconds East a distance of 52.50 feet; thence (6) South 13 degrees 40 minutes 54 seconds East a distance of 69.64 feet; thence (7) South 20 degrees 12 minutes 47 seconds West a

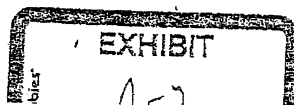


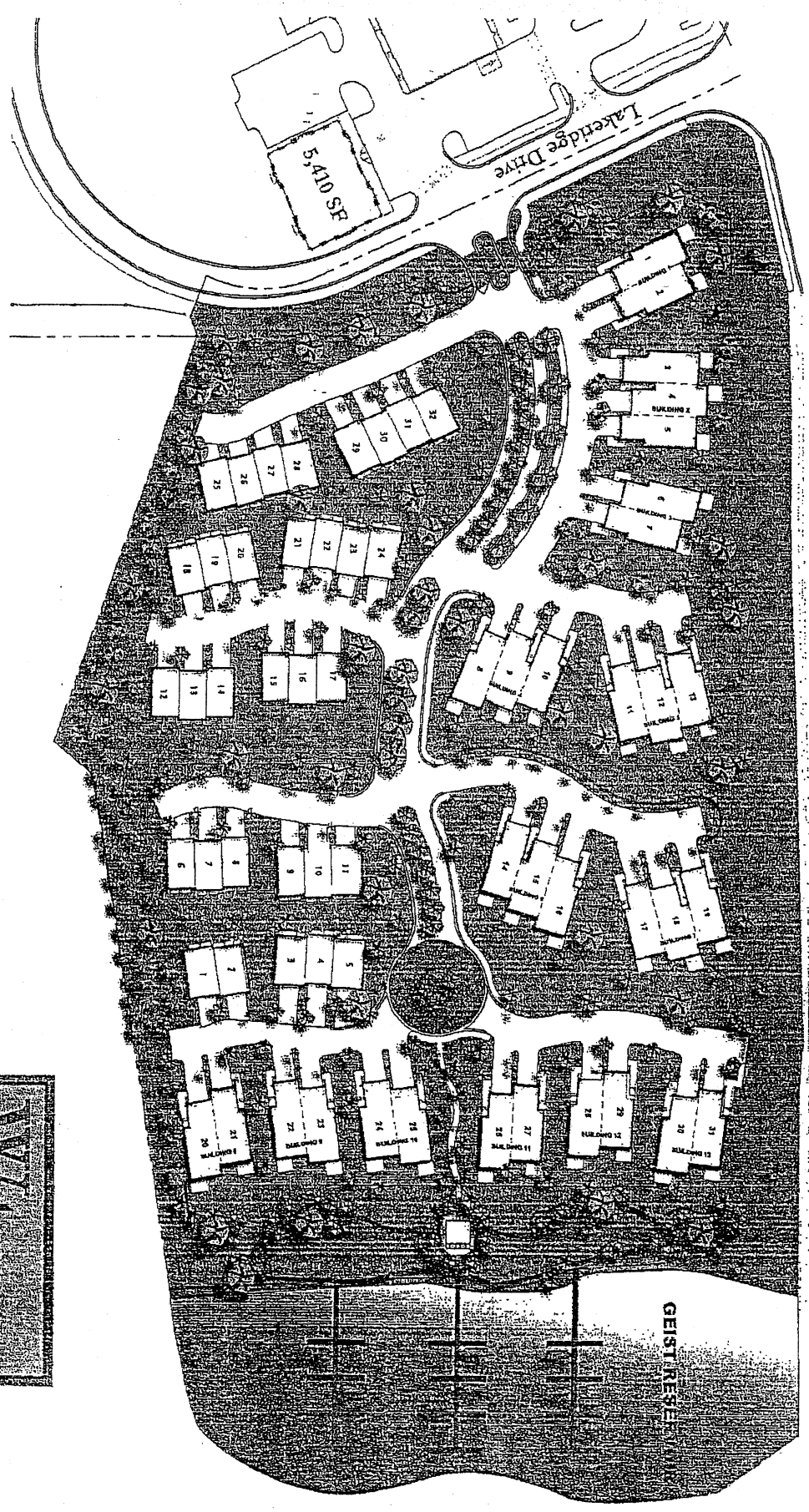
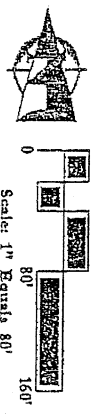
distance of 28.00 feet to the East line of said Lot Number 3, said line also being said right-of-way line, the next five (5) courses being along said right-of-way line; thence (1) South 15 degrees 41 minutes 32 seconds East along said East line a distance of 10.94 feet; thence (2) South 00 degrees 23 minutes 32 seconds East a distance of 170.49 feet; thence (3) South 11 degrees 42 minutes 10 seconds East a distance of 167.29 feet; thence (4) South 00 degrees 23 minutes 32 seconds East a distance of 121.34 feet; thence (5) South 03 degrees 31 minutes 07 seconds West 40 feet, more or less, to the shore line of Gaist Reservoir as established when said Reservoir is full (water level at an elevation of 785.0 feet above mean sea level); thence Westerly along the meandering shore line to a point on the East line of a tract of land described in Instrument Number 8711249 in said Recorder's Office; thence North 09 degrees 00 minutes 01 seconds West along said East line a distance of 426.49 feet; thence North 49 degrees 12 minutes 26 seconds West along said East line a distance of 39.94 feet to the Southeast corner of Lot 8, Country Lane Estates, as recorded in Plat book 5, Page 130, in said Recorder's Office; thence North 19 degrees 00 minutes 00 seconds East along the East line of said Lot 8 a distance of 344.44 feet to the Northeast corner of said Lot 8 and also the Southeast corner of Lot 5 in said Kleinwood Addition, Section 2; thence North 19 degrees 23 minutes 29 seconds West along the East line thereof a distance of 16.84 feet; thence North 22 degrees 04 minutes 00 seconds East a distance of 34.41 feet to a point on a curve having a radius of 111.94 feet, the radius point which bears North 24 degrees 36 minutes 54 seconds East from said point; thence Easterly along said curve an arc distance of 90.82 feet to a point that bears South 21 degrees 52 minutes 21 seconds East from said radius point at the centerline of Annie Lane; thence North 64 degrees 30 minutes 00 seconds East along said centerline a distance of 377.07 feet to the Point of Beginning. Containing 9.89 acres, more or less.

[The above-described property being a part of Lot Numbered 3 and all of Lot Numbered 4 in Kleinwood, Section One (1), a subdivision in Hamilton County, Indiana, as per plat thereof recorded in Plat book 12, pages 17 and 18 in the Office of the Recorder of Hamilton County, Indiana, which plat has been subsequently vacated pursuant to a Declaratory Resolution of Vacation of Plats, Easements, Covenants and Restrictions recorded as Instrument No. 200200014338 in the Office of the Recorder of Hamilton County, Indiana.]

Excluding therefrom:

Lot Numbered 4 in Kleinwood, Section One (1), a subdivision in Hamilton County, Indiana, as per plat thereof recorded in Plat Book 12, pages 17 and 18 in the Office of the Recorder of Hamilton County, Indiana, together with that portion of Annie Lane contiguous to said Lot 4 extending to the centerline of said right-of-way.





OLIO ROAD



Condominiums
Fishers, Indiana

**COMMITMENTS CONCERNING THE USE
AND DEVELOPMENT OF REAL ESTATE**

Watersedge, LLC, an Indiana Limited Liability Corporation, (hereafter, "Watersedge"), is the owner of a parcel of real estate that is located in Hamilton County, Indiana, and is described in what is attached hereto and incorporated herein by referenced as Exhibit "A" (the "Real Estate"). Watersedge makes the following commitments (the "Commitments") to the Town Council for the Town of Fishers, Indiana, as the same relates to the Real Estate.

Section 1. Cross Reference. These Commitments are made in connection with zoning approvals obtained under Docket Numbers 2-TA-06 and Ordinance No. 022006A.

Section 2. Exhibits. The following exhibits are attached hereto and incorporated herein by reference:

Exhibit "A". Attached hereto and incorporated herein by reference as Exhibit "A" is the legal description of the Real Estate;

Exhibit "B". Attached hereto and incorporated herein by reference as Exhibit "B" is the site plan (the "Site Plan") for the Real Estate;

Section 3. Definitions. Different words and terms are defined throughout these Commitments and, further, the following definitions shall apply throughout these Commitments:

1. Owner. The term "Owner" shall mean and refer to Watersedge and its successors and assigns.
2. Adjacent Owner. The term "Adjacent Owner" shall mean the owner of record per the Hamilton County Recorder's Office of Lot # 8 in County Lane Estates, Hamilton County, Indiana.

Section 4. Commitments. The Owner agrees and commits to the following:

1. The Owner agrees to construct a maximum of 63 residential units on the Real Estate as is depicted on the Site Plan.
2. The Owner agrees to mark the approximate location of the sewer stub on the western portion of the Real Estate with asterisk shown on the Site Plan. Owner shall provide an exact location of the sanitary sewer stub at a later date by placing a wooden stake to mark the

location of the sanitary sewer stub. The Owner also agrees to leave a water stub in a location that is near the existing sanitary sewer stub for the Adjacent Owner's future use as long as it can be separately metered by the water company. The location of the water stub shall be mutually agreed to by the Owner and the Adjacent Owner. However, said water stub location shall be subject to the final approval of any utility an/or service provider.

3. The Owner agrees to plant on the western side of the Real Estate two (2) staggered rows consisting of twelve (12) evergreen trees for each row (either Blue Spruce or Douglas Fir). Said evergreen trees shall be planted approximately five (5) to eight (8) feet apart and said evergreen trees shall be a minimum of ten (10) to twelve (12) feet in height at the time of planting. The Owner shall consult with the property owner who is located immediately west of and adjacent to the Real Estate prior to the planting of said evergreen trees so that the parties can mutually agree upon the location of said plantings.
4. The Owner agrees to plant two (2) evergreen trees (either Blue Spruce or Douglas Fir) on the western side of all units adjacent to the Western property line. The evergreen trees shall be a minimum of ten (10) to twelve (12) feet in height at the time of planting. The Owner shall consult with the property owner who is located immediately west of and adjacent to the Real Estate prior to the planting of said evergreen trees so that the parties can mutually agree upon the location of said plantings.
5. Owner agrees to also plant an additional twelve (12) evergreen trees (either Blue Spruce or Douglas Fir) per the location selected by the mutual agreement of the Adjacent Owner and the Owner near the western property line. Said evergreen trees shall be a minimum of ten (10) to twelve (12) feet in height at the time of planting. The Adjacent Owner may decide, at Adjacent Owner's discretion, to locate some of the twelve (12) evergreens described within this paragraph on Adjacent Owners real estate.
6. The Owner agrees to remove the existing black chain link fence that is located on the western property line of the Real Estate and replace the same with a wood fence that is consistent in design with the wood fence that currently exists along other portions of the western property line of the Real Estate. The new wood fence that shall replace the existing black chain link fence shall be eight (8) feet in height and shall have stone columns located approximately every fifty (50) feet. The Owner shall consult with the property owner who is located immediately west of and adjacent to the Real Estate prior to the construction of the new wood fence so that the parties can mutually agree upon the location of the new wood fence.
7. The Owner agrees to amend the Declaration of Covenants, Commitments and Restrictions and Code of By Laws of Watersedge that currently govern the Real Estate to add provisions restricting the hours of use for the common area near the lake frontage from dawn to dusk, provided, however, with the prior permission of the Board of Directors of the Watersedge

Homeowners Association, the common area near the lake frontage may be used for hours other than dawn to dusk. Residents who have rights in the boat docks are permitted to utilize the boat docks at any time. Further, the Declaration of Covenants, Commitments and Restrictions for Watersedge shall be amended to prohibit long term parking by residents and/or their guests on the driveways of their units.

8. The Owner shall require that any other builder who constructs residential units upon the Real Estate to include in its declaration of covenants, commitments and restrictions and code of by laws provisions requiring that no more than three (3) units may be owned by one (1) individual and no more than ten percent (10%) of the total units may be leased and for any units that are leased, the lease period shall not be for a period of less than twelve (12) months. Upon an annual request made by the Adjacent Owner, Owner shall provide to the Adjacent Owner within thirty (30) days, an annual report indicating the number of leased units for units constructed by any other builder.
9. The Owner shall require that any other builder who constructs residential units upon the Real Estate to include in its declaration of covenants, commitments and restrictions and code of by laws provisions regulating exterior lighting and the types of personal property that may be located upon any exterior porches or balconies, as well as provisions prohibiting exterior sound/audio systems on any residential units constructed upon the Real Estate. Any other builder who constructs residential units upon the Real Estate shall be prohibited from allowing residents to locate on their porch or balcony any temporary and/or permanent banners and/or signs, awnings, and umbrellas; however, the use of grills and patio furniture shall be permitted on the balconies and/or patios of the units. In regard to exterior lighting, any other builder who constructs residential units upon the Real Estate shall be prohibited from installing exterior flood lights.
10. The Owner shall require that any builder who constructs a three (3) story residential unit upon the Real Estate (i) be prohibited from including windows on the first story of the western elevation for all units adjacent to the western property line as the same are shown on the Site Plan, (ii) be permitted to construct only two (2) windows on the second story of the western elevation for all units adjacent to the western property line as the same are shown on the Site Plan, and said windows must be of an "opaque glass material", and (iii) be required to install "opaque glass material" for the windows on the third story of the western elevation for all units adjacent to the western property, as the same are shown on the Site Plan. Opaque glass material is defined as simulated glass block, glass block or other opaque material as to not allow a person to view in or out through the window, however, it is the intention to allow light to pass through. Regular windows shall be permitted on the west elevation of the first and second story on the unit closest to Geist Reservoir. However, opaque glass material must be used on the west elevation of the third story.

11. The Owner shall require that any builder who constructs a two (2) story residential unit upon the Real Estate (i) be permitted to construct only two (2) windows on the first story of the western elevation for units adjacent to the Western property line as the same are shown on the Site Plan, and said windows must be of an opaque glass material and (ii) be required to install opaque glass block or other opaque material for the windows on the second story of the western elevation for all units adjacent to the western property line, as the same are shown on the Site Plan. Opaque glass material is defined as simulated glass block, glass block or other opaque material as to not allow a person to view in or out through the window, however, it is the intention to allow light to pass through.
12. The Owner shall move Unit 25 so that it is approximately a minimum of thirty eight (38) to forty (40) feet from the western property line. Subject to any utility and/or other building site constraints.
13. The Owner agrees to replace any newly planted evergreens described herein that become diseased or die within thirty (30) days of discovering the same with an evergreen of similar size and type. Further, any homeowners association that governs the Real Estate is prohibited from reducing the number of tree plantings in the perimeter landscape buffer areas.

Section 5. Binding on Successors

These Commitments are binding on the Owner and each subsequent owner of the Real Estate, and each other person acquiring an interest in and to the Real Estate, unless modified or terminated by the Town of Fishers Town Council. These Commitments may be modified or terminated only by a decision of the Town of Fishers Town Council after a public hearing wherein notice as provided by the rules of the Town of Fishers Town Council has been made.

Section 6. Effective Date

The Commitments contained herein shall be effective upon the approval of Docket No. 2-TA-06 and adoption of Ordinance No. 022006A by the Town of Fishers Town Council and commencement of construction of the western units adjacent to the western property line.

Section 7. Recording

The undersigned hereby authorizes the Secretary of the Town of Fishers Plan Commission to record these Commitments in the Office of the Recorder of Hamilton County, Indiana.

Section 8. Enforcement

These Commitments may be enforced by the Town of Fishers Plan Commission, the Town of Fishers Town Council, and/or any property owner within or immediately adjacent to the Real Estate.

The foregoing signature represents and acknowledges that the legal title owner of Lot #8 in Country Lane Estates, Hamilton County, Indiana, has reviewed the foregoing commitments and consents and agrees to the same and supports approval of Docket No. 2-TA-06 and Ordinance No. 02206A.

OWNER LOT #8 COUNTRY LANE ESTATES

DATED: _____

Brian F. Cooke

IN WITNESS WHEREOF, _____ has caused these Commitments to be executed as of the date first written above.

WATERSEDGE, LLC
An Indiana Limited Liability Corporation.

By: _____
Jason S. Challand, Vice President

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Jason S. Challand , Vice President of Watersedge, LLC an Indiana Limited Liability Corporation, and having been duly sworn, acknowledged execution of the foregoing Commitments.

Witness my hand and Notarial Seal this _____ day of _____, 2006.

My Commission Expires:

Notary Public

Residing in _____ County

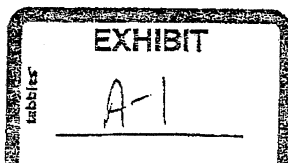
Printed Name

Prepared By: James E. Shinaver, Nelson & Frankenberger, 3105 East 98th Street, Suite 170, Indianapolis, IN 46280.

EXHIBIT A

A part of the Northeast Quarter of Section 2, and a part of the Northwest Quarter of Section 1, both in Township 17 North, Range 5 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of Section 35, Township 18 North, Range 5 East (the Northwest corner of said Section 1 lies 58.08 feet Westerly from the Southeast corner of said Section 35, according to the Congressional (Original) Survey Plat); thence North 89 degrees 57 minutes 27 seconds West (bearing system per plat of Kleinwood Addition, Section 1, recorded in Plat Book 12, Pages 17-18, in the Office of the Recorder for Hamilton County, Indiana) along the North line of said Northeast Quarter a distance of 694.63 feet to the Northwest corner of Kleinwood Addition, Section 3, recorded in Plat Book 11, Pages 7-8 in said Recorder's Office; thence South 00 degrees 02 minutes 33 seconds West a distance of 50.00 feet to the South right-of-way line of 116th Street per plans for the Indiana Department of Transportation (INDOT) Project HCED # PR-98-0002, then next five (5) courses being along said right-of-way line; thence (1) South 89 degrees 57 minutes 27 seconds East parallel to aforesaid north line a distance of 259.96 feet; thence (2) South 00 degrees 02 minutes 33 seconds West a distance of 16.41 feet; thence (3) South 89 degrees 57 minutes 27 seconds East a distance of 331.81 feet; thence (4) South 45 degrees 07 minutes 14 seconds East a distance of 464.0 feet; thence (5) South 00 degrees 02 minutes 33 seconds West a distance of 120.79 feet to the Northeast corner of a tract of land described in Instrument Number 200100020764 in said Recorder's Office; thence South 05 degrees 12 minutes 20 seconds East along the East line thereof a distance of 96.94 feet to the East line of Lot 7 in Kleinwood Addition, Section Two, recorded in Plat Book 12, Pages 19-20 in said Recorder's Office; thence South 25 degrees 30 minutes 00 seconds East along the East line of said Lot 7 a distance of 322.83 feet to the Southeast corner of said Lot 7; thence North 64 degrees 30 minutes 00 seconds East a distance of 0.85 feet to a point 60 feet Westerly and parallel with the centerline of Ohio Road per said right-of-way plans, said point also being on a curve having a radius of 924.24 feet, the radius point of which bears South 73 degrees 10 minutes 57 seconds West from said point; thence Southeasterly along said curve an arc distance of 25.39 feet to a point that bears South 74 degrees 45 minutes 31 seconds East from said radius point to the centerline of Annie Lane and also the Point of Beginning of this description, said point also being on a curve having a radius of 924.24 feet, the radius point of which bears South 74 degrees 45 minutes 31 seconds West from said point; thence Southeasterly along said curve an arc distance of 25.50 feet to a point that bears North 78 degrees 20 minutes 115 seconds East from said radius point; thence South 64 degrees 30 minutes 00 seconds West a distance of 119.53 feet to a point on said right-of-way line per said plans; thence South 15 degrees 41 minutes 32 seconds East along the East line of Lot 3 in said Plat of Kleinwood Addition, Section One a distance of 33.83 feet to the Northwest corner of a tract of land described in said Instrument Number 200100020764, the next seven (7) courses being along said tract; thence (1) North 64 degrees 30 minutes 00 seconds East a distance of 51.66 feet; thence (2) South 63 degrees 05 minutes 19 seconds East a distance of 45.92 feet; thence (3) South 01 degrees 28 minutes 50 seconds East a distance of 137.00 feet; thence (4) South 03 degrees 16 minutes 53 seconds West a distance of 79.85 feet; thence (5) South 08 degrees 52 minutes 14 seconds East a distance of 52.50 feet; thence (6) South 13 degrees 40 minutes 54 seconds East a distance of 69.64 feet; thence (7) South 20 degrees 12 minutes 47 seconds West a

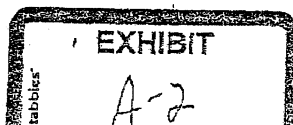


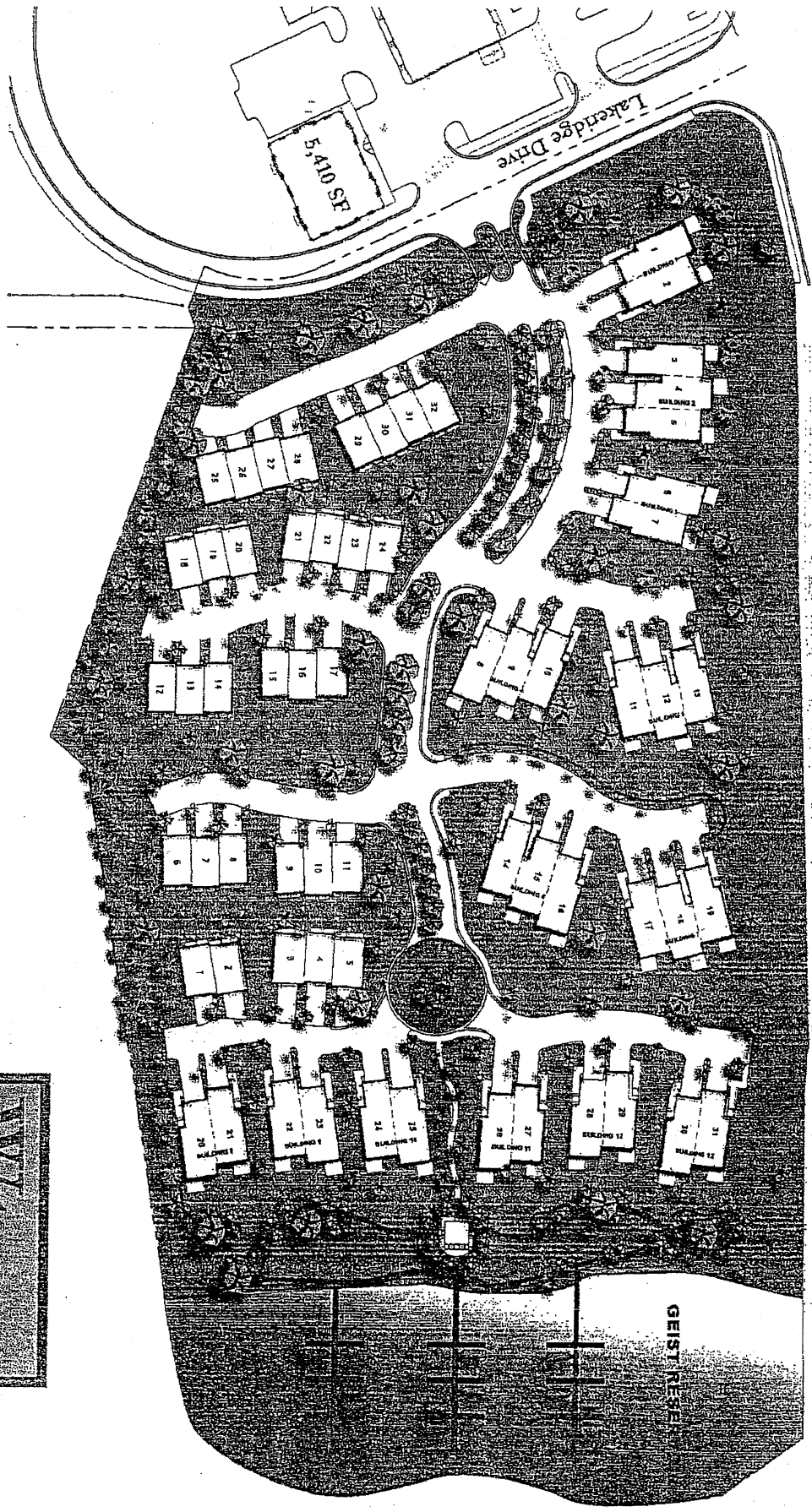
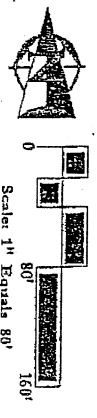
distance of 28.00 feet to the East line of said Lot Number 3, said line also being said right-of-way line, the next five (5) courses being along said right-of-way line; thence (1) South 15 degrees 41 minutes 32 seconds East along said East line a distance of 10.94 feet; thence (2) South 00 degrees 23 minutes 32 seconds East a distance of 170.49 feet; thence (3) South 11 degrees 42 minutes 10 seconds East a distance of 167.29 feet; thence (4) South 00 degrees 23 minutes 32 seconds East a distance of 121.34 feet; thence (5) South 03 degrees 31 minutes 07 seconds West 40 feet, more or less, to the shore line of Geist Reservoir as established when said Reservoir is full (water level at an elevation of 785.0 feet above mean sea level); thence Westerly along the meandering shore line to a point on the East line of a tract of land described in Instrument Number 8711249 in said Recorder's Office; thence North 09 degrees 00 minutes 01 seconds West along said East line a distance of 426.49 feet; thence North 49 degrees 12 minutes 26 seconds West along said East line a distance of 39.94 feet to the Southeast corner of Lot 8, Country Lane Estates, as recorded in Plat book 5, Page 130, in said Recorder's Office; thence North 19 degrees 00 minutes 00 seconds East along the East line of said Lot 8 a distance of 344.44 feet to the Northeast corner of said Lot 8 and also the Southeast corner of Lot 5 in said Kleinwood Addition, Section 2; thence North 19 degrees 23 minutes 29 seconds West along the East line thereof a distance of 16.84 feet; thence North 22 degrees 04 minutes 00 seconds East a distance of 34.41 feet to a point on a curve having a radius of 111.94 feet, the radius point which bears North 24 degrees 36 minutes 54 seconds East from said point; thence Easterly along said curve an arc distance of 90.82 feet to a point that bears South 21 degrees 52 minutes 21 seconds East from said radius point at the centerline of Annie Lane; thence North 64 degrees 30 minutes 00 seconds East along said centerline a distance of 377.07 feet to the Point of Beginning. Containing 9.89 acres, more or less.

[The above-described property being a part of Lot Numbered 3 and all of Lot Numbered 4 in Kleinwood, Section One (1), a subdivision in Hamilton County, Indiana, as per plat thereof recorded in Plat book 12, pages 17 and 18 in the Office of the Recorder of Hamilton County, Indiana, which plat has been subsequently vacated pursuant to a Declaratory Resolution of Vacation of Plats, Easements, Covenants and Restrictions recorded as Instrument No. 200200014338 in the Office of the Recorder of Hamilton County, Indiana.]

Excluding therefrom:

Lot Numbered 4 in Kleinwood, Section One (1), a subdivision in Hamilton County, Indiana, as per plat thereof recorded in Plat Book 12, pages 17 and 18 in the Office of the Recorder of Hamilton County, Indiana, together with that portion of Annie Lane contiguous to said Lot 4 extending to the centerline of said right-of-way.





Water Edge
 Condominiums
 Fishers, Indiana

EX B