

BENCH MARK: F-78, INDIANA STATE HIGHWAY B.M. BRASS PLUG
IN TOP CONC. POST IN N.E. ANGLE OF INTERSECTION ST. RD. #3
AND GARDEN CLUB DRIVE, 31 S.E. OF S.E. COR. 12" PIPE HEADWALL
SEC. 10. ELEVATION = 833.42.
T.B.M.: TOP NORTH HEADWALL OVER 48" RCP OVER HANNAUER
DITCH AT CORRE. DRIVE. ELEVATION = 830.99.

87 MAR 18 PM 2:46
ALLEN COUNTY RECORDER
John E. Schmitt

Book 48 Page 1160-1169

87-013322

SECONDARY PLAT OF:
LIMA VALLEY
SECTION 3

A SUBDIVISION OF PART OF THE NORTHWEST QUARTER
OF SECTION 10, TOWNSHIP 31 NORTH, RANGE 12 EAST,
ALLEN COUNTY, INDIANA.

CERTIFICATE OF SURVEY

I hereby certify that I am a Land Surveyor
licensed in compliance with the laws of
the State of Indiana; that this plat
correctly represents a survey completed
under my supervision on July 2, 1986; that
all markers shown thereon actually exist;
and that their locations, size, type and
material are accurately shown.



Zohrab K. Tazian
REGISTERED LAND SURVEYOR

DAILY ENTERED FOR TAXATION

MAR 18 1987

Jack K. Bloom
AUDITOR OF ALLEN COUNTY

INSTRUMENT V 570

APPROVALS

PLAN COMMISSION
DATE: 12-10-86

LESTER C. GERRIS
EDWARD J. NEUBERGER
ARTHUR G. KOPROU

BOARD OF COMMISSIONERS
DATE: 12-16-86

Richard M. Resendez
Richard M. Resendez
Richard M. Resendez
RICHARD M. RESENDIZ

ATTEST
DATE: 12-16-86
Gloria H. Goehlein
GLORIA H. GOEHELEIN, AUDITOR

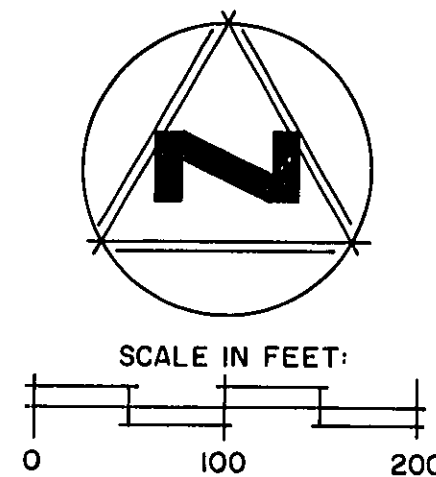
COUNTY SURVEYOR APPROVED FOR DRAINAGE ONLY

DATE: 13 JAN 1987
William L. Sweet
WILLIAM L. SWEET

HEALTH COMMISSIONER
DATE: 2-17-87
JANE M. IRMSCHER

ZONING ADMINISTRATOR

DATE: FEB 23 87
Jack K. Bloom
JACK K. BLOOM



DATE: JUNE 20, 1986
REV: FEB. 4, 1987

DEVELOPER:
VILLAGE TWO, INC.
6700 E. STATE BOULEVARD
FORT WAYNE, INDIANA 46815

ENGINEER:
Z. K. TAZIAN ASSOCIATES, INC.
345 W. WAYNE STREET
FORT WAYNE, INDIANA 46802

- NOTES:
1. ALL BURIED UTILITIES MUST ALLOW FOR PROPOSED DRAINAGE EASEL GRADES AS FOUND ON ENGINEERING PLANS
 2. BOXED ELEVATIONS INDICATE FLOOD PROTECTION GRADES (MSL DATUM)
 3. U.S.D.E. DENOTES UTILITY & SURFACE DRAINAGE BASEMENT.

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DEDICATION, PROTECTIVE RESTRICTIONS, COVENANTS,
LIMITATIONS, EASEMENTS AND APPROVALS APPENDED
TO AS PART OF THE DEDICATION AND PLAT OF
LIMA VALLEY, SECTION 3
A SUBDIVISION IN WASHINGTON TOWNSHIP, ALLEN COUNTY, INDIANA

87-013322

Village Two, Inc., an Indiana corporation, by Joseph L. Zehr, its President, hereby declares that it is the Owner of the real estate shown and described in this plat and does hereby lay off, plat and subdivide said real estate in accordance with the information shown on the final plat, being the certified plat appended hereto and incorporated herein. The Subdivision in Washington Township, Allen County, Indiana.

The lots are numbered from 84 to 126, inclusive, and all dimensions are shown in feet and decimals of a foot on the plat. All streets and easements specifically shown or described are hereby expressly dedicated to public use for their usual and intended purposes.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to the Lima Valley Community Association, Inc. its successors and assigns.

Section 2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Lot" shall mean either any of said lots as platted or any tract or tracts of land as conveyed originally or by subsequent Owners, which may consist of one or more lots or parts of one or more lots as platted upon which a residence may be erected in accordance with the restrictions hereinabove set out or such further restrictions as may be imposed by any applicable zoning ordinance, PROVIDED, HOWEVER, no tract of land consisting of part of any one lot or parts of more than one lot shall be considered a "LOT" unless said tract of land has a frontage of 70 feet in width at the established building line as shown on this plat.

Section 6. "By-Laws" shall mean the By-Laws initially adopted by the LIMA VALLEY COMMUNITY ASSOCIATION, INC. and all amendments and additions thereto.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to the use of the recreational facilities by an Owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association;

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(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting memberships:

Class A. Class A members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one lot.

Class B. Class B member(s) shall be Village Two, Inc. and shall be entitled to (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when title to all lots in all sections has been conveyed, or

(b) on December 31, 1994.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any lot, excepting Village Two, Inc., by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be exclusively to promote the recreation, health and welfare of the residents in the properties and for the improvement and maintenance of the Common Area and of the homes situated upon the properties.

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(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than 8% above the maximum assessment for the previous year without a vote of the membership.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 5. Notice and Quorum For Any Action Authorized Under Sections 3 and 4. Any action authorized under Sections 3 or 4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite 51% of each class of members, members who were present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than 30 days from the date of such meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first date of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

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Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by the Architectural Control Committee, such committee to be composed of three members, the first committee members to be: Joseph L. Zehr, Cathy A. Fitzgerald and Orrin R. Sessions. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. In the event said Board or the Architectural Control Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

(a) The Architectural Control Committee shall approve or disapprove construction plans and specifications and locations of structures as provided for in this paragraph. The following standards of construction and improvements to be placed on lots in the subdivision shall be minimum standards enforceable by the Architectural Control Committee or other lot Owners in the Subdivision.

(1) Within sixty (60) days after the completion of construction of a dwelling or as soon thereafter as weather conditions permit, the lot Owner shall have planted at least fifteen well-developed shrubs and two shade trees on the building site, and shall have graded and seeded or sodded the entire yard on the building site.

(2) Fuel Storage Tanks. All fuel storage tanks shall either be placed underground or concealed within the house or garage.

(3) Utility Service Entrances. All utility service entrances running from any utility plant within a platted easement from a street to any structure on the building site shall be located underground, except for such housings, pedestals, or other facilities as may be appropriate or necessary for connection, servicing and maintenance of such utility service entrance. Such housing, pedestals, and other facilities shall be constructed and maintained at as low a height and in as inconspicuous manner as is practicable. Each Owner shall, at the time of the installation of any such service entrance, furnish to the utility, for its record, a drawing or other description accurately showing the location underground of the service entrance from the easement or street to the Owner's structure or structures. Each utility having a plant in any easement or street shall have control over the installation of all connections to its plant

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for service entrances serving building sites. Each such installation shall be left open for inspection and approval by the utility.

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(4) All dwellings must have a brick or stone veneer on the front elevation.

(5) Each lot must be improved with an electric or gas light to be placed in the front yard between the dwelling and the street.

(6) Mail Boxes. Each mail box to serve lot Owners or residents in the Addition shall be placed on a wrought iron stand or post in conjunction with three other lot Owners, all as approved by the Architectural Control Committee, its successors or assigns.

(7) Grade. To establish and maintain harmonious lot grades, the Architectural Control Committee has the sole right to establish the grades prior to construction of any building.

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ALLEN COUNTY RECORDER
C. J. [Signature]

ARTICLE VI
GENERAL PROVISIONS

Section 1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height. Each house shall include not less than a two car garage, which shall be built as part of said structure and attached thereto.

Section 2. No building shall be built on any lot having a ground floor area upon the foundation, exclusive of one-story open porches, breezeway or garage of less than 1200 square feet for a one story dwelling, nor less than 800 square feet for a dwelling of more than one-story.

Section 3. There is hereby created and established a building line for each lot as shown on the plat. No building, structure, fence or wall shall at any time be erected, placed or maintained upon the space between said building line and the street adjacent thereto; nor shall any projection of said building, other than the steps and platform in front of the main door, be permitted to extend into or encroach upon said space; nor shall the front of any building sit back further than 20 feet from said building line.

Section 4. No building shall be located on any lot nearer the street than the building lines located on the plat nor shall any structure be located nearer a side lot line than ten percent (10%) of the lot width at building line nor have a total aggregate side yard of less than twenty-five percent (25%) of the lot width at building line. No dwelling shall be located nearer than twenty-five (25) feet to the rear lot line.

Section 5. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet.

Section 6. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven (7) feet of each lot or as shown on the plat. No Owner of any lot shall erect or grant to any person, firm or corporation, the right, license or privilege to erect or use or permit the use of overhead wires, poles, or overhead facilities of any kind for electrical, telephone or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the subdivision).

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Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any house or other structure connecting the same to the electrical distribution system of any electric public utility shall be provided by the Owners of all lots and shall carry not less than three (3) wires and have a capacity of not less than 200 amperes. Any public utility charged with the maintenance of any underground installation shall have access to all easements in which said underground installations are located for operation, maintenance and replacement of service connections.

Section 6 (a). Surface Drainage Easements and Common Areas used for drainage purposes as shown on the plat are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the land surface shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition and the County Surveyor or a proper public authority having jurisdiction over storm drainage shall have the right to determine if any obstruction exists and to repair and maintain or to require such repair and maintenance as shall be reasonably necessary to keep the conductors unobstructed.

Section 7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 8 (a). No structure of a temporary character, trailer, boat trailer, camper or camping trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot as a residence either temporarily or permanently, provided, however, that basements may be constructed in connection with the construction and use of any residential building.

Section 8 (b). No boat, boat trailer, recreational vehicle, motor home, truck, camper, or any other wheeled vehicle shall be permitted to be parked ungaraged on any lot for periods in excess of 48 hours, or for a period which in the aggregate is in excess of 8 days per calendar year. A "truck" is defined for this purpose as one which is rated one-ton or more.

Section 9. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot or one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Section 10. No radio or television antenna with more than thirty (30) square feet of grid area or which attains a height in excess of six (6) feet above the highest point of the roof shall be attached to any dwelling house. No free standing radio or television antenna, television receiving disk or dish shall be permitted on any lot nor shall any television receiving dish be permitted to be attached to any dwelling house. No solar panels attached or detached shall be permitted.

Section 11. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 12. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

Section 13. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators or outside incinerators shall be kept or allowed on any lot.

Section 14. All buildings shall be constructed in a substantial and good workmanlike manner and of new materials. No roll siding,

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asbestos siding or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any building on any lots of said Subdivision, and no roll roofing of any description or character shall be used on the roof of any dwelling house or attached garage on any of said lots.

Section 15. All driveways from the street to the garage shall be poured concrete and not less than sixteen (16) feet in width.

Section 16. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on any lots in this Subdivision.

Section 17. In addition to the utility easements herein designated, easements in the streets, as shown on this plat, are hereby reserved and granted to all Public Utility Companies, the proprietors of the land herein platted, and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove all and every type of gas main, water main and sewer main (sanitary and/or storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets.

Section 18. No rain and storm water runoff or such things as roof water, street pavement and surface water, caused by natural precipitation, shall at any time be discharged into or permitted to flow into the Sanitary Sewage System, which shall be a separate sewer system from the Storm Water and Surface Water Runoff Sewer System. No sanitary sewage shall at any time be discharged or permitted to flow into the above mentioned Storm Water and Surface Water Runoff Sewer System.

Section 19. Before any house or building on any lot or tract in this Subdivision shall be used and occupied as a dwelling or as otherwise provided by the Subdivision restrictions above, the developer or any subsequent Owner of said lot or tract shall install improvements serving said lot or tract provided in said plans and specifications for this Addition filed with the County of Allen. This covenant shall run with the land and be enforceable by the County of Allen, State of Indiana or by any aggrieved lot Owner in this Subdivision.

Section 20. Flood Protection Grade. In order to minimize potential damages from surface water, flood protection grades are established as set forth below. All dwellings shall be constructed at or above the minimum flood protection grades; such grades shall be the minimum elevation of a first floor or the minimum sill elevation of any opening below the first floor. The following lots have minimum elevations of not less than the following respective feet above Mean Sea Level: Lots numbered 91 & 103 at 835.8 feet above Mean Sea Level; Lots numbered 92 & 102 at 835.6 feet above Mean Sea Level; Lots numbered 93 & 101 at 835.4 feet above Mean Sea Level; Lots numbered 94 & 100 at 835.2 feet above Mean Sea Level; Lots numbered 95 & 99 at 835.0 feet above Mean Sea Level; Lot numbered 96 at 834.8 feet above Mean Sea Level; Lot numbered 97 at 834.6 feet above Mean Sea Level; Lot numbered 98 at 834.5 feet above Mean Sea Level; Lot numbered 104 at 836.0 feet above Mean Sea Level; Lot numbered 105 at 836.1 feet above Mean Sea Level; Lots numbered 106 & 107 at 836.2 feet above Mean Sea Level; Lot numbered 108 at 836.3 feet above Mean Sea Level; Lot numbered 109 at 836.4 feet above Mean Sea Level; Lot numbered 110 at 836.5 feet above Mean Sea Level; Lots numbered 111 & 112 at 837.5 feet above Mean Sea Level, all inclusive.

Section 21. Before any lot or tract may be used or occupied, such user or occupier shall first obtain from the Allen County Zoning Administrator the Improvement Location Permit and Certificate of Occupancy as required by the Allen County Zoning Ordinance.

Section 22. The Association, Village Two, Inc. and any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these

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covenants and restrictions. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 23. Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provisions which shall remain in full force and effect.

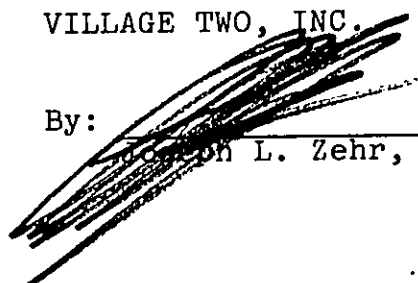
Section 24. The covenants and restrictions herein contained shall run with the land, and be effective for a term of twenty (20) years from the date these covenants and restrictions are recorded, after which time they shall automatically be extended for successive periods of ten (10) years; provided these covenants and restrictions may be amended by an instrument signed by not less than 75% of the lot Owners, and provided further, Village Two, Inc, its successors or assigns shall have the exclusive right for two (2) years from the date of recording of the plat to amend any of the Covenants and Restrictions except Article VI, Section 2 above with the approval of the Allen County Plan Commission.

Section 25. No lot or combination of lots may be further subdivided until approval therefore has been obtained from the Allen County Plan Commission.

Section 26. Sidewalks. Plans and specifications for this subdivision, on file with the Allen County Plan Commission require the installation of concrete sidewalks within the street rights-of-way in front of lots 84 thru 127, all inclusive. Installation of said sidewalks shall be the obligation of the Owner of any such lot, (exclusive of the developer), shall be completed in accordance with said plans and specifications and prior to the issuance of a Certificate of Occupancy for any such lot and the cost of said installation shall be a lien against any such lot enforceable by the Allen County Plan Commission or its successor agency. Should such Certificates of Occupancy be issued to the developer, said individual or corporation shall be considered an Owner for the purposes of the enforcement of this covenant.


IN WITNESS WHEREOF, Village Two, Inc. an Indiana corporation, by its duly authorized President, Joseph L. Zehr, Owner of the real estate described in said plat, has set his hand and seal this 20th day of June, 1986.

VILLAGE TWO, INC.

By: 
Joseph L. Zehr, President

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared Joseph L. Zehr, known to me to be the duly authorized President of Village Two, Inc., and acknowledged the execution of the above and foregoing as his voluntary act and deed for and on behalf of said corporation for the purposes and uses therein set forth.


Cathy A. Fitzgerald - Notary Public
Resident of Allen County, Indiana

My Commission Expires:

May 1, 1987

Prepared by: Thomas J. Blee, Attorney at Law
13th Floor - Lincoln Bank Tower
Fort Wayne, Indiana 46802

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DULY ENTERED FOR TAXATION

MAR 18 1987

Judith K. Bloom
AUDITOR OF ALLEN COUNTY

LIMA VALLEY, SECTION 3

DESCRIPTION

Part of the South 958.98 feet (recorded) of the Northwest Quarter, lying East of the G.R. & I. Railroad and West of State Road #3 in Section 10, Township 31 North, Range 12 East, Allen County, Indiana, more particularly described as follows, to wit:

Commencing on the South line of said Northwest Quarter at a point situated 710.0 feet, S 89°-10' W from the point of intersection of said South line with the West right-of-way line of Lima Road (State Road #3) said point being the Southwest corner of Lima Valley, Section 1, as recorded in Plat Book 42, pages 26-29 in the Office of the Recorder of Allen County, Indiana; thence N 30° - 00' W, on and along the Southwesterly line of said Lima Valley, Section 1, a distance of 160.0 feet; thence N 38°-37' W, continuing along said Southwesterly line, a distance of 181.8 feet; thence N 48°-50' W, continuing along said Southwesterly line, a distance of 50.0 feet; thence N 33°-20' W, continuing along said Southwesterly line, a distance of 110.9 feet to the true point of beginning; thence N 33°-29' W, continuing along said Southwesterly line, a distance of 205.0 feet; thence N 65°-00' W, continuing along said Southwesterly line, a distance of 125.0 feet; thence S 89°-26' W, continuing along said Southwesterly line, a distance of 70.0 feet to a West corner of said Lima Valley, Section 1; thence N 00°-34' W, on and along the West line of said Lima Valley, Section 1, a distance of 320.0 feet to the Northwest corner thereof; thence S 89°-26' W, a distance of 1137.7 feet to survey pipe found on the East line of an Indiana & Michigan Electric Company right-of-way, 60 feet in width, which lies adjacent to the East right-of-way line of the aforesaid G.R. & I Railroad; thence S 01°-11' E, on and along the East line of said Indiana & Michigan Electric Company right-of-way, a distance of 325.0 feet; thence N 87°-19'-12" E, a distance of 135.07 feet; thence N 89°-26' E, a distance of 499.37 feet; thence S 07°-00' W, a distance of 166.33 feet; thence S 12°-00' E, a distance of 310.0 feet to the Northwest corner of Lima Valley, Section 2, as recorded in Plat Book 47, pages 128-131 in the Office of the Recorder of Allen County, Indiana; thence S 86°-50' E, on and along the Northerly line of said Lima Valley, Section 2, a distance of 412.50 feet; thence N 58°-10' E, continuing along said Northerly line, a distance of 89.60 feet; thence N 52°-22'-30" E, continuing along said Northerly line, a distance of 50.0 feet; thence Southeasterly, continuing along said Northerly line, as defined by the arc of a regular curve to the right, an arc distance of 30.06 feet, being subtended by a long chord having a length of 30.05 feet and a bearing of S 35°-27' E; thence N 51°-58' E, continuing along said Northerly line, a distance of 115.0 feet; thence N 38°-03' E, continuing along said Northerly line, a distance of 188.9 feet to the true point of beginning, containing 15.952 acres of land, subject to all easements of record.

INSTRUMENT V 570

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