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JOHN MCGAULEY

ALLEN COUNTY RECORDER

FORT WAYNE, IN

**DECLARATION OF DEVELOPMENT STANDARDS,
COVENANTS AND PROTECTIVE RESTRICTIONS
FOR DUPONT COMMONS**

Hugh W. Johnston, Sr., also known as Hugh W. Johnston, ("Declarant"), hereby declares and establishes the following standards, covenants and restrictions, which shall be binding upon and run with the Real Estate (defined below) and shall inure to the benefit of and be binding upon the Owners and occupants thereof for purposes of:

- A. Maintaining and implementing minimum standards pertaining to the development, use and maintenance of Dupont Commons;
- B. Insuring the stability and enhancement of values of the land and improvements within Dupont Commons;
- C. The creation of various utility and cross access easements for the benefit of the property owners within Dupont Commons;
- D. Furthering development and improvement of Dupont Commons in an aesthetic and architecturally harmonious manner in accordance with applicable zoning ordinances; and
- E. Establishing and apportioning rights and responsibilities with regard to facilities and services required for the use and operation of Dupont Commons.

ARTICLE I
Definitions

Section 1.01. Definitions. As used herein, the following terms shall have the meanings indicated:

- a. "Annual Assessment Costs" shall mean the sum of the Common Area Maintenance Costs plus the Association Operating Costs that are incurred by the Association in each respective calendar year and are specifically approved by the board of directors of the Association.

ALLEN COUNTY CLERK
July entered for transcription. Available
to final acceptance for recording

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John K. Henry
ALLEN COUNTY CLERK

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- b. “Appropriate Zoning Authority” shall mean, with respect to any action regarding the administration of the zoning ordinance applicable to Dupont Commons, the appropriate administrator or agency with authority to administer the zoning laws of Allen County, Indiana, or where such administrator or agency lacks the capacity to take the action or fails to take such action, the governmental official or body, administrative or judicial, in which authority is vested under applicable law to hear appeals from or review of such action or inaction or has the capacity to administer such zoning ordinance, and such term shall apply to the legal successors in interest to such administrator, agency or bodies.
- c. “Architectural Control Committee” shall mean the entity responsible for conducting the Architectural Review Process.
- d. “Architectural Review Process” shall mean the procedure set forth in Article III for obtaining the approval or disapproval of the Architectural Control Committee for any proposed plans and specifications for improvements to be constructed on a Parcel.
- e. “Association” shall mean the Dupont Commons Owners' Association, Inc., an Indiana non-profit corporation.
- f. “Association Operating Costs” shall mean the necessary and appropriate costs (other than Common Area Maintenance Costs) of operating the Association for the purposes set forth in this Declaration, including, but not limited to: the cost of public liability insurance; officers and directors' insurance; casualty insurance for improvements constituting a part of the Common Areas; and the costs of hiring independent contractors and legal, accounting and other professional advisors.
- g. “Benefited Parties” shall mean the Owners from time to time and their respective lessees, occupants, subtenants, assignees, mortgagees and customers, invitees, licensees of all or any portion of the Real Estate; personnel of utility companies in connection with providing any utility service to any part of Dupont Commons, and personnel of any public or quasi-public body in connection with providing service to Dupont Commons or any person in Dupont Commons, including, but not limited to, police and fire protection, ambulance and other emergency traffic, trash and garbage collection, postal service and delivery service.
- h. “Building” and in the plural form “Buildings” shall mean any building constructed on the Real Estate.
- i. “Common Areas” shall mean each facility and improvement located within the Common Areas described in the secondary development plan of Dupont Commons, or as otherwise designated by the Association, for the common use and enjoyment of the Owners and other Benefited Parties, including, but not limited to the Drainage Easement Area, Drainage Facilities, Ingress / Egress and Utility Easement, Shopping

Center Sign, Sign Easement Area, Utility Easement Area, dedicated roads, sidewalks, landscaping, signage, lighting, and irrigation systems shown and described as "Common Areas" or as individual easement areas on the Site Drawing.

- j. "Common Area Maintenance Costs" shall mean the costs necessary for the Association to perform its obligations hereunder to keep the Common Areas in good operating condition and in attractive appearance, including, but not limited to, the cost of all upkeep, maintenance, repair, and replacement of all or any part of the Common Areas; and any other expense reasonably necessary or prudent for the satisfactory operation of the Common Areas. Common Area Maintenance Costs shall in no event include the initial cost of constructing the Common Areas.
- k. "Co-Owners" shall mean two (2) or more persons or entities which together are the record owners of all or any portion of the Real Estate as tenants in common, joint tenants (with or without right of survivorship) or tenants by the entirety.
- l. "Developer" shall mean Hugh W. Johnston, Sr., also known as Hugh W. Johnston, or any successor in interest or assignee which is expressly designated as a successor Developer in a recorded instrument executed by the preceding Developer.
- m. "Declaration" shall mean this Declaration of Development Standards, Covenants and Protective Restrictions for Dupont Commons, as amended from time to time.
- n. "Drainage Easement Area" shall mean the area occupied by the Drainage Facilities, as otherwise depicted as the Drainage Easement, the Storm Sewer and Overland Drainage Easement, and Storm Sewer and Utility Easement on the Site Drawing. The Drainage Easement Area is legally described on Exhibit A attached hereto and incorporated herein by reference.
- o. "Drainage Facilities" shall mean all surface water drainage lines, pipes, catch basins, manholes, and other drainage facilities and Improvements located on, in, or under the Real Estate, which are intended to collect and transport surface water from and across the Real Estate to and from storm water receiving structures located upon the Real Estate.
- p. "Dupont Commons" shall mean the Real Estate and the improvements constructed thereon from time to time, described in Exhibit B, attached hereto, together with any additional real estate incorporated into Dupont Commons by the Developer as provided in Section 8.01.
- q. "Improvements" and in the singular form "Improvement" shall mean all land preparation or excavation, all landscaping, Buildings, structures, pavings, utility lines or other facilities, sidewalks, parking areas, fences, walls, hedges, plantings, poles, driveways, curbs, gutters, drainage detention or retention areas and all other drainage facilities, storage or display areas, loading areas, docks, fountains and other exterior

water features, signs, glazing or reglazing of exterior windows, and all other construction which affects the exterior color or appearance of any Building. The term "Improvements" specifically includes both original Improvements and all subsequent changes or alterations of them.

- r. "Ingress / Egress and Utility Easement" shall mean the areas of the entrances and drive lanes from Dupont Oaks Boulevard that are located on the Real Estate, labeled "Ingress / Egress and Utility Easement", depicted on the Site Drawing, and legally described in Exhibit C attached hereto and incorporated herein by reference.
- s. "Integrated Project" shall mean a group of two (2) or more buildings which are arranged to share facilities such as parking area, walkways, driveways or truck loading areas. Each building in an Integrated Project may be owned by a separate owner and either used by the Owner or leased in whole or in part to separate users. Multiple buildings may be permitted on a Parcel provided that either (i) the applicable zoning ordinance permits such multiple buildings, or (ii) if not forbidden by such ordinance, such multiple buildings are authorized by the Appropriate Zoning Authority and approved by the Architectural Control Committee.
- t. "Outlot" shall mean the parcels of real property shown and described as "Outlots" on the Site Drawing, each as specifically identified by number on the Site Drawing.
- u. "Owner" shall mean each person or entity, including the Developer and any Co-Owner, which is a record owner of all or any portion of the Real Estate. In the case of a leasehold or contract buyer interest in any portion of the Real Estate, the lessee or contract buyer shall be considered the Owner for the term of the lease or the purchase contract only if designated as such by the record Owner in a duly recorded instrument.
- v. "Parcel" shall mean a portion of the Real Estate owned by the Developer or any Owner for the erection of and use as a single building or more than one building if it is an Integrated Project, together with the improvements.
- w. "Proportionate Share" shall mean each Owner's proportionate share of the Annual Assessment Costs determined in the proportion that the total acreage of the Parcels owned by the Owner bears to the total acreage of all Parcels in Dupont Commons.
- x. "Real Estate" shall mean all of the land contained within Dupont Commons which is described in Exhibits B attached hereto, together with any additional land incorporated into Dupont Commons by the Developer as provided in Section 8.01.
- y. "Shopping Center Sign" shall mean the free-standing shopping center identification sign advertising Dupont Commons, upon which may be located sign panels advertising the Owners and their respective tenants.

- z. "Sign Easement Area" shall mean that portion of the Real Estate labeled as the "Sign Easement Area" and depicted on the Site Drawing, which is more particularly described in Exhibit D attached hereto.
- aa. "Site Drawing" shall mean that certain drawing depicting the Real Estate, prepared by Miller Land Surveying, Inc., dated July 16, 2014, a reduced copy of which is attached to this Declaration as Exhibit E.
- bb. "Utility Easement Area" shall mean the area located on the Real Estate, labeled "Utility Easement" on the Site Drawing, legally described on Exhibit F attached hereto, and within which easements for public utilities may be located.

ARTICLE II

Dupont Commons Owners' Association, Inc.

Section 2.01. Membership. Membership in the Association shall commence upon an Owner acquiring title to a Parcel.

Section 2.02. Rights and Duties. Each Owner shall have the rights, duties and obligations set forth in this Declaration and all amendments duly made hereto in accordance with Section 8.01.

Section 2.03. Votes of Member Associations. With respect to each matter on which an Owner is entitled to vote, the Owner shall have a weighted vote, determined in the proportion that the total acreage of the Parcel(s) owned by Owner bears to the total acreage of all Parcels in Dupont Commons.

Section 2.04. Board of Directors. The Association shall be managed by its Board of Directors. The initial Board of Directors shall consist of three (3) Directors, all of whom shall be designated by the Developer. At such time as one hundred percent (100%) of the Real Estate has been developed and/or dedicated for Common Areas, the Directors designated by the Developer shall resign. Thereafter, the Association shall annually designate three (3) Directors; and, each such Director shall have an equal vote.

ARTICLE III

Architectural Review Process

Section 3.01. Composition of Architectural Control Committee. Until the last Parcel has been conveyed by the Developer to an Owner, the Architectural Control Committee shall consist of three (3) individual members designated by the Developer from time to time, each having an equal vote. After the last Parcel has been conveyed by the Developer to an Owner, the Architectural Control Committee shall consist of three (3) persons designated by the Board of Directors of the Association.

Section 3.02. Architectural Review Process. All buildings, structures, alterations, additions, improvements, construction or remodeling on any Parcel, including any signs, lighting,

landscaping, driveways, parking area or other changes in the character of the Parcel, must be approved by the Architectural Control Committee prior to commencement of construction. Such approval may be obtained in the following manner:

- a. The Owner of the Parcel shall submit to the Architectural Control Committee a site plan and a stamped set of final plans and specifications ("Site Development Plan") showing the size and location of each building and other improvements, building elevations, parking areas, driveways, exterior signage, exterior lighting, green areas and other landscaping, grading, site drainage, utilities, trash storage and handling facilities, vehicular access to and from the Parcel, and the types and quality of exterior building materials, no later than the date upon which such Site Development Plan is submitted to the appropriate governmental agency for its approval, if applicable. Within thirty (30) days after receipt of the Site Development Plan, the Architectural Control Committee shall either give its written approval thereof ("Final Approval") or give written disapproval specifically stating the reasons for such disapproval. Failure by the Architectural Control Committee to act within said thirty (30) day period shall be deemed to be approval of the Site Development Plan.
- b. Final Approval by the Architectural Control Committee will be based on the acceptability of the Site Development Plan with respect to all factors which, in the opinion of the Architectural Control Committee, affect the desirability or suitability of the proposed construction or alteration. Factors to be considered shall include, but not be limited to, compatibility of the proposed construction or alteration with the general nature and theme of Dupont Commons; quality of workmanship and materials; quality and texture of exterior materials and harmony of external design with surrounding structures within Dupont Commons; location with respect to topography; the adequacy and location of on-site parking; percentage of building and parking area to total area of the Parcel; height of buildings, setbacks from boundary lines; traffic flow; safety and health hazards; and appropriateness of landscaping, drainage and design. In each case, the proposed improvements, construction and other site work as well as the Owner's use of the Parcel must comply with all applicable laws, ordinances, and regulations and with any specific standards or restrictions contained in this Declaration. In addition, all actual construction, improvements and other site work shall substantially comply with the Site Development Plan for which Final Approval is given.

ARTICLE IV

Common Areas; Maintenance and Grant of Easements

Section 4.01. Grant of Easements over Common Area. Developer hereby establishes a perpetual, non-exclusive easement in, on, over, above, across and through the Common Areas in favor of the Owners, for their use and the use of their representatives, employees, tenants, licensees and invitees. Notwithstanding anything contained herein to the contrary, and subject to the limitations and restrictions herein contained, such easements shall include, but not be limited to, the following:

- a. **Ingress / Egress and Utility Easement.** Developer grants and conveys to each Owner, for their use and the use of other Benefited Parties a non-exclusive, permanent easement for vehicular and pedestrian ingress and egress on, over and across the Ingress / Egress and Utility Easement Area. Such easement shall also include the right to install and place utilities, as more particularly described in Section 4.01(d) hereof.
- b. **Drainage Easement.** Developer grants and conveys to each Owner and other Benefited Party a non-exclusive, permanent easement to discharge surface and storm water drainage and runoff from each Owner's Parcel over, upon, and across the Drainage Easement Area to storm water receiving structures located upon the Real Estate; provided, however, that no Owner or other Benefited Party shall alter, or permit to be altered, the surface of the Drainage Easement Area, or the drainage/retention system constructed on the Owner's Parcel, if such alteration would materially increase the flow of surface water onto an adjacent Parcel, either in the aggregate, or by directing the flow of surface water to a limited area.
- c. **Sign Easement.** There is hereby reserved to Developer, only until Developer has sold all parcels, and the Association a perpetual, non-exclusive easement to construct, install tenant panels, light, repair, maintain, and replace the Shopping Center Sign over, under, upon, and across the Sign Easement Area.
- d. **Utilities Easement.** There is hereby reserved to Developer, the Association, the Owners, for their use and the use of other Benefited Parties Utility Easements upon, across, above and under all of the Common Areas and Utility Easement Areas, for purposes of access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Real Estate or any portion of the Real Estate. These easements shall include, without limitation, gas, water, sanitary sewer, telephone, electricity, and cable television. It shall be expressly permissible for Developer, the Association, or their respective designees, as the case may be, to install, repair, replace, and maintain, or to authorize the installation, repairing, replacing, and maintaining, of such wires, conduits, pipes, cables, and other equipment related to the providing of any such utility or service. If a utility provider furnishing any such utility or service requests a specific license or easement in the Common Area or Utility Easement Area by separate recordable document, Developer or the Association (whichever is owner of the Common Area or the Utility Easement Area) shall have the right to grant such easement without consent of any Owner.

Section 4.02. Rights of Owners. Each Owner, for their use and the use of other Benefited Parties shall have a perpetual non-exclusive easement and right to use, in common with every other Owner and Benefited Party, the Common Areas created pursuant to this Declaration or pursuant to a duly recorded instrument which designates the land as a Common Area or which provides for the common use and enjoyment thereof by all Owners and Benefited Parties.

Section 4.03. Maintenance of Common Areas and Improvements. Except any repair, maintenance or replacement which is the responsibility of any utility company or public or quasi-public body, the Association shall maintain the Common Areas in good order and repair until such time as the Common Areas, or any part thereof, are dedicated to and accepted by Allen County or such other governmental entity. The Association shall not, however, be liable to any Owner, Benefited Party or other person or entity for damages to property or injury or death to persons arising out of any failure to repair and maintain the Common Areas. Maintenance, repair or replacement by the Association of the Common Areas shall be performed in a manner which does not unreasonably delay or interfere with the Benefited Parties' use of the Common Areas or an Owner's use of its Parcel. The Association shall have reasonable access over and across any Parcel to the extent necessary to permit the Association to maintain, repair or replace such Common Area. Maintenance by the Association of the Common Areas shall include, but not be limited to, the following:

- a. Any sidewalks within the Common Areas shall be swept and, to the extent reasonably possible, snow and ice shall be removed therefrom.
- b. The lighting, signs, islands and irrigation system located within a Common Area shall be maintained in good repair.
- c. Landscaping, including lawn areas, trees and shrubbery within any Common Area at any entrance to Dupont Commons, shall be maintained in a first-class condition by cutting, trimming, feeding and weeding.
- d. The retention ponds, drainage pipes, outlet control structures and drainage facilities constituting a part of any Common Area shall be maintained in good working order.

Section 4.04. Replacement. The Association shall be entitled to replace any improvement constituting a part of the Common Areas when necessary for the proper functioning of the Common Areas.

ARTICLE V

Certain Use and Development Standards

Section 5.01. Setback Requirements. No building shall be located on any Parcel in violation of any applicable building set-back requirements imposed by the Appropriate Zoning Authority or otherwise applicable pursuant to any law, statute, code, ordinance, rule or regulation or any special exception or variance thereto. The open areas located between property lines and the applicable building setback lines shall be maintained and preserved as green areas and landscaped or paved as parking or driveway areas, in accordance with the Site Development Plan approved by the Architectural Control Committee.

Section 5.02. Architectural Standards. All improvements constructed within a Parcel shall be constructed in a first-class manner and shall reflect a high degree of quality, durability, and craftsmanship, and shall have an exterior finish which is compatible with surrounding buildings within Dupont Commons. Construction of all buildings and related improvements within a Parcel

shall comply with the requirements established by the Appropriate Zoning Authority and the Architectural Control Committee.

Section 5.03. Driveways and Parking. All driveways and parking areas located within a Parcel shall be paved in accordance with the specifications originally approved therefor by the Architectural Control Committee. Each Owner shall designate parking spaces on its Parcel and shall use reasonable efforts to require all persons coming onto its Parcel to park in the designated spaces. All parking facilities on a Parcel must comply with the applicable zoning ordinance unless a waiver of the parking requirements is obtained from both the Appropriate Zoning Authority and the Architectural Control Committee. Each Owner shall be responsible for constructing the driveways and parking areas on its Parcel and shall maintain such areas including, but not limited to, keeping such areas clean and promptly removing ice and snow therefrom. Each Owner shall extend any driveway on its Parcel to the then existing access road upon or adjacent to the Owner's Parcel even though a portion of the extension may extend beyond its Parcel and into the right-of-way of the access road.

Section 5.04. Parcel Lighting. Site lighting shall be of a type to minimize light pollution onto any adjacent residential property by utilizing only sharp "cut-off" style lighting fixtures of "shoebox" designed housings, and shall have a maximum pole height of twenty-four feet (24') for lighting located within parking areas. Freestanding light poles along the north and east property lines will not exceed fourteen feet (14') in height, including base, and all fixtures shall be directed away from the north and east property lines. Wall-pack light fixtures facing the north and east property lines will be mounted no higher than eight feet (8') from grade.

Section 5.05. Mounding and Landscaping Buffer. Any mounding shall be configured and landscaped in a manner acceptable to the Architectural Control Committee.

Section 5.06. Building Heights and Roof Tops. No building, structure or other improvement on any portion of the Real Estate shall exceed thirty-five (35) feet in height above grade.

Section 5.07. Outside Storage. Outside storage of trash, trash receptacles, and ground mounted HVAC units must be visually screened on three sides with a wood or vinyl fence or masonry structure, with a gate enclosure on the fourth side; provided, however, that any dumpster pad or trash receptacle located on the north side of a building improvement situated within two hundred (200) feet of the northern boundary line of the Real Estate must be visually screened from the adjacent Oaks Subdivision with a masonry screen wall ten (10) feet in height. Except as otherwise provided herein, outside storage of any inventory or business related materials is prohibited.

Section 5.08. Signs.

- a. The location, size and construction of signs shall be in accordance with all applicable laws and ordinances and shall be subject to the prior written approval of the Architectural Control Committee. All building mounted signs must be mounted either flat on the surface of the walls or mounted on raceways which blend with the

building exterior color and do not extend beyond six (6) feet from the building wall surface, and no signage is to project above the roof line. Individual, internally illuminated channel letters are encouraged. No hand-painted, animated or flashing signs will be permitted. No rooftop mounted signage will be permitted.

- b. There may be located on each Outlot with frontage along Dupont Road, a monument-style sign not to exceed six (6) feet in height and fifty (50) square feet in area.
- c. Unless otherwise approved by the Appropriate Zoning Authority and the Architectural Control Committee pursuant to the procedure set forth in Article III, there may be located on each Outlot only one (1) directional sign not to exceed four (4) feet in height and twelve (12) square feet in area. Such directional signage shall be located along the interior frontage road, as depicted on the Primary Development Plan.
- d. Any menu board installed in connection with a drive thru restaurant, coffee house, or similar establishment, shall not exceed seven (7) feet in height and forty-one (41) square feet in area and may include a twelve (12) foot tall canopy with an order display and two (2) directional signs (in addition to the directional signs permitted pursuant to Section 7(b)), not to exceed eight (8) square feet in area.
- e. At the Dupont Road entrance to the Real Estate, there shall be permitted one (1) free standing shopping center identification sign (sometimes referred to herein as the Shopping Center Sign), which sign shall not exceed twenty-five (25) feet in height or one hundred forty-four (144) square feet in area. The Shopping Center Sign may include an electronic message center panel, which electronic message center panel shall not exceed thirty-six (36) square feet in area.
- f. No banners, mobile or trailer signs, commercial flags, pennants, balloons, or temporary signs shall be permitted. This excludes temporary real estate signage for the purpose of marketing Parcels or buildings.
- g. The Architectural Control Committee is given the right to develop, from time to time, rules and regulations pertaining to the erection and maintenance of signs upon any portion of the Real Estate which are not inconsistent with the provisions of this Section 5.08.

Section 5.09. Maintenance of Parcels. Each Owner shall be responsible for the maintenance of its Parcel and the improvements thereon and shall keep the exterior of its building painted and in a sightly condition. All parking areas and driveways shall be paved with asphalt or concrete and maintained in good condition and repair. Without limiting the generality of the foregoing, (i) each Owner shall maintain each of its buildings in good condition and repair and keep the exterior of each building as well as all other portions of its Parcel in an attractive condition; (ii) no nuisance shall be maintained within Dupont Commons; (iii) each Owner shall keep its Parcel free of litter, weeds, trash and debris; (iv) landscaping on the Owner's Parcel shall be maintained in the

locations and in at least the quality and quantity originally approved by the Architectural Control Committee; (v) the pavement of all parking areas and driveways within the Owner's Parcel shall be maintained in good condition and repair, free of potholes and shall be restriped as needed; and (vi) each Parcel and the improvements thereon shall at all times comply with governmental, health and police requirements.

Section 5.10. Landscaping and Site Work. Landscaping plans shall be submitted to the Architectural Control Committee at the same time as the Site Development Plan is submitted. Each Owner shall be required to demonstrate that its use of the Parcel in designing and constructing improvements thereon preserves to the greatest extent possible the natural condition of the Parcel. Lawns, trees and shrubs shall be maintained by the Owners of each Parcel. Unpaved sections of each Parcel shall be maintained in grass and landscaping, including any portion of the Parcel within a public or street right-of-way. No fence, wall, tree, hedge or landscape planting shall be maintained in such manner as to obstruct site lines or vehicular traffic.

Section 5.11. Parking Prohibition. Parking of any vehicles on or along the internal common roadways of Dupont Commons shall be prohibited. Long-term (in excess of seven (7) consecutive business days) parking of vehicles within any Parcel excluding business-related or corporate-related vehicles licensed to Owners, shall be prohibited, unless approved by the Association

Section 5.12. Prohibition of Above-Ground Utility Facilities. All utility wires, cables, conduits, pipes and other facilities within Dupont Commons shall be located underground, except that:

- a. Poles and overhead facilities may be used to the extent reasonably necessary at those places where any distribution facilities enter and leave Dupont Commons; and
- b. Housings, pedestals and other facilities may be above the surface of the ground to the extent reasonably necessary for installation and operation of the utility service, but shall be constructed and maintained at as low a height and in an as inconspicuous a manner as is practicable.

Section 5.13. Prohibition of Free Standing Antennae and Satellite Dishes. Free standing radio or television antennae, towers, and satellite dishes or discs shall be prohibited, except that the Architectural Control Committee shall have the discretion to approve, in writing, any such satellite dish not exceeding one (1) meter in diameter which is necessary for the operation of any particular use within a Parcel, and mounted inconspicuously on or adjacent to any building within said Parcel.

Section 5.14. Prohibited Uses. The following uses shall be prohibited in Dupont Commons:

- a. The manufacture, storage or distribution of products which increase fire, explosion or radioactive hazards or cause a dangerous or hazardous condition;

- b. Any business or operation which creates a public or private nuisance by reason of noise, or excess emissions of odors, dust, fumes, smoke, liquid waste, glare, vibration or radiation;
- c. Adult book store, night club or discotheque, massage parlor, or any other establishment which provides live adult entertainment or which sells, rents or exhibits pornographic or obscene materials;
- d. Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation (provided that any Owner that goes out of business shall be entitled to hold one (1) going out of business sale not exceeding four (4) weeks in duration);
- e. Masseur, reducing salon, bowling alley, billiard or pool hall, indoor theater, hotel, motel, private club or lodge, advertising sign or billboard, telephone exchange, animal hospital or kennel, manufactured home or mobile home;
- f. A second-hand store, flea market, pawn shop, government surplus store, goodwill store, salvage store, Salvation Army store, surplus store or liquidation store; and
- g. Any building, improvement or use which violates the applicable zoning ordinance or any other applicable law or regulation.

Section 5.15. Applicable Zoning Ordinance. The building lines, setbacks, permitted uses and other matters relating to the construction, maintenance or use of improvements in Dupont Commons shall be subject to the applicable zoning ordinance and building codes, as amended from time to time, and all other applicable laws, rules, regulations and ordinances, each of which shall remain fully enforceable by the proper governmental authority notwithstanding any provision of this Declaration. No Owner shall seek or obtain any variance, special use permit, change, modification, deletion or addition to the existing zoning ordinance or building code which would impose standards, restrictions, limitations or other encumbrances upon all or any portion of the Real Estate not contained within such Owner's Parcel, except with the prior written consent of each such affected Owner.

Section 5.16. Enforceability. The validity and enforceability of any standard, restriction or condition under this Declaration which is more stringent than, or is in addition to, any standard or restriction imposed under applicable law shall remain valid and fully enforceable in accordance with the terms of this Declaration.

ARTICLE VI **Assessments**

Section 6.01. Covenant for Assessments. Each Owner covenants and agrees, by the execution of this Declaration in the case of the Developer, and by acceptance of a deed for the Owner's Parcel in the case of each subsequent Owner (regardless of whether expressly stated in such deed), to timely pay the Association, or its assignee, each payment of the Owner's Proportionate

Share of Annual Assessment Costs which becomes due and payable during the period in such Owner owns its Parcel.

Section 6.02. Establishing Annual Assessments; Payment. Prior to October 1st of each calendar year, the Board of Directors of the Association shall adopt an estimated budget of Annual Assessment Costs for the calendar year (the "Annual Budget") and provide a copy of the Annual Budget to each Owner on or before October 1st of such calendar year. Each Owner shall then pay its Proportionate Share of the estimated Annual Assessment Costs set forth in the Annual Budget on or before December 1st. In the event any extraordinary item of Annual Assessment Costs is incurred by the Association during a calendar year, but is not included in the Annual Budget for such year, each Owner shall pay its Proportionate Share of each such item within thirty (30) days after receiving a statement therefor from the Association. On or before March 15 of each calendar year, the Association shall furnish to each Owner a statement (the "Annual Statement") setting forth the total amount of Annual Assessment Costs incurred by the Association for the preceding calendar year, the Owner's Proportionate Share thereof and the amount thereof previously paid by the Owner or a predecessor Owner. The Association shall credit any overpayment to the Owner's Proportionate Share of the Annual Assessment Costs for the following year at the time the Annual Statement is furnished, and in the case of an underpayment, the then Owner shall pay the amount thereof to the Association within thirty (30) days after receipt of the Annual Statement. In the event of the Association fails to provide any Owner with an Annual Budget or Annual Statement on or before the applicable dates specified above, the Owner shall not be relieved from its obligation to pay its Proportionate Share of Annual Assessment Costs, but in such event, the Owner's payment shall not be due and payable until thirty (30) days after receipt from the Association of an appropriate statement of the amount due from the Owner.

Section 6.03. Personal Obligation. The amount of each payment of Annual Assessment Costs for each calendar year attributable to ownership of a given Parcel shall constitute the personal obligation of the person or entity which is the record Owner of the Parcel on the date the payment of Annual Assessment Costs becomes due and payable. No Owner shall be personally obligated to pay any payment of Annual Assessment Costs which becomes due and payable either before or after the period during which it is the record Owner of its Parcel.

Section 6.04. Assessment Liens. In the event of an Owner's failure to timely pay its Proportionate Share of any payment of Annual Assessment Costs, the delinquent amount owed by such Owner shall constitute a lien upon the Owner's Parcel as of the date the Association records an affidavit with the Recorder of Allen County, Indiana, containing the legal description of the Owner's Parcel and stating the name of the Owner, the delinquent amount owed by the Owner and the date on which such amount was due and payable. Such lien shall encumber the defaulting Owner's entire interest in its Parcel, run in favor of the Association and be enforceable in the same manner as a mortgage, provided that any such lien shall be subordinate to the lien of any bona fide first mortgage to an unrelated third party then existing on the Parcel. The sale, conveyance or other transfer of any Parcel or interest therein shall not in any manner alter or impair any assessment lien on the Parcel or the right hereunder of the Association to enforce or impose an assessment lien upon the Parcel. Without limiting the generality of the foregoing, in the event a delinquency arises with respect to which the Association is entitled hereunder to impose and enforce a lien upon a Parcel, such right

shall continue notwithstanding that the Parcel or any interest therein is sold, conveyed or otherwise transferred after such delinquency arises but before the assessment lien therefor is imposed as provided herein.

Section 6.05. Additional Costs. Each sum owed hereunder by an Owner shall be due and payable by such Owner without relief from valuation and appraisal laws and together with costs of collection, reasonable attorney fees and, if delinquent for more than thirty (30) days, with interest at eighteen percent (18%) per annum from the date due until paid. In the event a delinquent sum is made a lien upon a Parcel in accordance with the terms and provisions of this Declaration, the related collection costs, reasonable attorney fees and interest on such delinquent sum shall constitute a further lien upon the Parcel.

Section 6.06. Certificate of Unpaid Assessments. Within fifteen (15) days after written request by the Owner of a Parcel or the holder of a mortgage on a Parcel, the Association shall provide the Owner or holder of such mortgage with a certificate stating the delinquent amount, if any, of Annual Assessment Costs with respect to such Parcel.

ARTICLE VII **Enforcement**

Section 7.01. General. The Association shall be entitled to enforce the covenants, conditions and restrictions imposed in this Declaration, and may pursue the rights and remedies provided in this Article and any other rights and remedies available to the Association under this Declaration or at law or in equity. The rights and remedies of the Association shall be cumulative; no one right or remedy by the Association shall preclude it from exercising any other right or remedy at the same or any subsequent time. The foregoing dedication, restriction and protective covenants are to run with the Real Estate and shall be binding on all parties and all persons claiming under them until fifty (50) years from the date hereof, at which time said covenants or restrictions shall be automatically extended for successive periods of ten (10) years unless changed by the affirmative action of a majority of the Owners. Invalidation of one or more of these covenants by judgment of a court of competent jurisdiction shall in no way affect any other covenant or restriction, which shall remain in full force and effect.

Section 7.02. Nonpayment of Assessments. If payment of an Owner's Proportionate Share of Annual Assessment Costs is not timely made, the Association shall be entitled to recover the delinquency, together with collection costs, reasonable attorney fees and interest provided in Section 6.05, by instituting legal action against the person or entity personally obligated to pay the delinquency, together with collection costs, reasonable attorney fees and interest as provided in Section 6.05, by foreclosing the lien therefor imposed pursuant to this Declaration upon the Parcel to which the delinquency relates.

Section 7.03. Enforcement of Other Covenants. In the event an Owner, lessee, occupant or other user of a Parcel violates or fails to perform any covenant, condition or restriction of this Declaration (other than the covenant to pay Annual Assessment Costs) and such failure continues for (30) days after written notice thereof from the Association to the Owner, the Association shall be

entitled to institute an action for enforcement of this Declaration and for damages or injunctive relief, or both.

Section 7.04. Substituted Performance. At any time after thirty (30) days written notice to an Owner of a violation under this Declaration, the Association or its designee shall be entitled to enter upon the Owner's Parcel and to cure such violation. The cost incurred by the Association in curing such violation shall be immediately due and payable, together with collection costs, reasonable attorney fees and interest as provided in Section 6.05, in the same manner as a delinquent payment of Annual Assessment Costs.

Section 7.05. Limitation on Personal Liability. The Owner of a Parcel shall be personally obligated to pay a sum of money payable under the terms of this Declaration by the Owner of such Parcel only if such sum becomes due and payable on a date during the period in which such Owner is the record Owner of the Parcel; and an Owner of a Parcel shall be personally obligated to perform any other obligation imposed hereunder upon the Owner of such Parcel only if and to the extent that such obligation is required to be performed during the period in which such Owner is the record Owner of such Parcel.

Section 7.06. No Forfeiture. There shall be no right of reversion or forfeiture of title resulting from any violation of this Declaration.

ARTICLE VIII **General Provisions**

Section 8.01. Amendments. This Declaration may be amended subject to the following terms and conditions:

- a. Until the last Parcel is sold and conveyed by Developer, the Developer, and no other owner of the Real Estate, shall have the right to amend and revise the standards, covenants and restrictions contained in this Declaration. Any such amendment shall be effective when executed by the Developer and the Appropriate Zoning Authority and recorded in the Office of the Recorder of Allen County, Indiana. No such amendment shall, however, (i) restrict or diminish the rights, nor disproportionately increase the obligations, of any Owner at the time the amendment becomes effective, or (ii) restrict or grant or establish any easement through, across, or over any Parcel not owned by the Developer when the amendment becomes effective. The Developer may, at any time and so long as the Developer is the owner of any portion of the Real Estate, amend this Declaration to include additional adjacent real estate as a part of the Real Estate subject to the covenants, restrictions and standards contained herein.
- b. After the last Parcel is sold and conveyed by Developer, or the last Parcel is developed, whichever occurs first, this Declaration may be amended by the action of seventy-five percent (75%) of the Owners, whose voting rights shall be equal to their Proportionate Share percentages. Any such amendment shall become effective when

executed by the Owners and recorded in the Office of the Recorder of Allen County, Indiana.

Section 8.02. Binding Effect. The covenants, restrictions and conditions contained in this Declaration shall run with the Real Estate and inure to the benefit of and bind the Developer and each immediate and remote successor Owner of any Parcel and their respective legal representative, successors and assigns subject, however, to the limitation on personal liability set forth in Sections 7.05.

Section 8.03. Interpretation. The Article and Section headings or titles used in this Declaration are inserted and included solely for convenience and shall in no manner be considered or given any effect in construing this Declaration. All references in this Declaration to Articles and Sections are to Articles and Sections contained in this Declaration unless a different document is expressly specified. All pronouns used herein shall include the other genders whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.


Section 8.04. Severability. If any covenant, condition, restriction or other term of provision of the Declaration, or the application thereof to any person, Parcel or circumstance, is ever held to be invalid or unenforceable, then in each such event the remainder of this Declaration or the application of such covenant, restriction, condition or other term or provision to any other person, Parcel or other circumstance (other than the extent to which it shall have been held invalid or unenforceable) shall not be thereby affected, and each covenant, restriction, condition or other term and provision of this Declaration shall remain valid and enforceable to the fullest extent permitted by law.

Section 8.05. Entire Agreement. This Declaration, including any recitals and any attached Exhibits, all of which are made a part of this Declaration, contains the entire agreement concerning this subject matter. No other terms or oral promises concerning the subject matter of this Declaration, which are not in the Declaration, may be legally enforced, and no promises, projections, inducements, or representations concerning the subject matter of this Declaration made before the date of this Declaration will change the terms of this Declaration or be binding on any party. No promises or other terms shall be implied in the Declaration.

Section 8.06. Waiver. A party shall not be deemed to have made a waiver, consent or approval under this Declaration unless it does so in writing, and the mere failure of a party to act to enforce any provision of this Declaration shall not be considered a waiver, consent or approval and shall not prevent any party from enforcing any provision of this Declaration in the future. Wherever this Declaration requires obtaining the waiver, consent or approval, such waiver, consent or approval may be granted or withheld in such party's sole discretion unless this Declaration expressly provides otherwise. Any waiver, consent or approval under this Declaration shall apply only to the matter expressly waived, consented to or approved, and shall not be deemed to be a waiver, consent or approval of any subsequent breach or of any other provision of this Declaration.

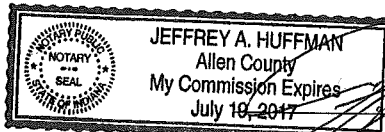
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EXECUTED this 27th day of July, 2014


Hugh W. Johnston

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 27th day of July _____, 2014, personally appeared Hugh W. Johnston, who acknowledged the execution of the foregoing instrument. In witness whereof, I have hereunto subscribed my name and affixed my official seal.




_____, Notary Public

My commission expires: _____

County of residence: _____

THIS INSTRUMENT PREPARED BY Joshua C. Neal, Attorney, Barrett & McNagny LLP, 215 East Berry Street, Fort Wayne, Indiana 46802.

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Joshua C. Neal

MAIL TO: Joshua C. Neal, Barrett & McNagny LLP, 215 East Berry Street, Fort Wayne, Indiana 46802.

EXHIBIT A

DRAINAGE EASEMENT AREA

Easement #3a

Part of the Southeast Quarter of Section 36, Township 32 North, Range 12 East of the Second Principal Meridian, Perry Township in Allen County, Indiana, more particularly described as follows:

Commencing at a Harrison Marker at the Southwest corner of said Southeast Quarter; thence North 01 degrees 57 minutes 58 seconds West (GPS Grid bearing and basis of bearings to follow), a distance of 71.62 feet along the East line of said Southwest Quarter to North right-of-way line of Dupont Road; thence North 79 degrees 44 minutes 32 seconds East, a distance of 53.59 feet along said right-of-way line; thence North 88 degrees 12 minutes 18 seconds East, a distance of 110.52 feet along said right-of-way line to the POINT OF BEGINNING of the herein described easement; thence North 01 degrees 47 minutes 42 seconds West, a distance of 40.56 feet; thence North 88 degrees 11 minutes 08 seconds East, a distance of 141.13 feet; thence South 00 degrees 46 minutes 47 seconds West, a distance of 42.27 feet to the North right-of-way line of said Dupont Road; thence North 89 degrees 13 minutes 13 seconds West, a distance of 36.13 feet along said right-of-way line; thence South 88 degrees 12 minutes 18 seconds West, a distance of 103.14 feet along said right-of-way line to the Point of Beginning. Containing 0.131 Acres, more or less. Subject to easements of record.

TOGETHER WITH:

Easement #3b

Part of the Southeast Quarter of Section 36, Township 32 North, Range 12 East of the Second Principal Meridian, Perry Township in Allen County, Indiana, more particularly described as follows:

Commencing at a Harrison Marker at the Southwest corner of said Southeast Quarter; thence North 01 degrees 57 minutes 58 seconds West (GPS Grid bearing and basis of bearings to follow), a distance of 71.62 feet along the East line of said Southwest Quarter to North right-of-way line of Dupont Road; thence North 79 degrees 44 minutes 32 seconds East, a distance of 53.59 feet along said right-of-way line; thence North 88 degrees 12 minutes 18 seconds East, a distance of 110.52 feet along said right-of-way line; thence North 01 degrees 47 minutes 42 seconds West, a distance of 40.56 feet; thence North 88 degrees 11 minutes 08 seconds East, a distance of 191.18 feet to the POINT OF BEGINNING of the herein described easement; thence continuing North 88 degrees 11 minutes 08 seconds East, a distance of 38.82 feet; thence North 01 degrees 57 minutes 58 seconds West, a distance of 258.50 feet; thence South 88 degrees 11 minutes 08 seconds West, a distance of 119.24 feet; thence North 01 degrees 57 minutes 58 seconds West, a distance of 618.98 feet to the South line of The Oaks, Section V; thence North 88 degrees 15 minutes 17 seconds East, a distance of 162.24 feet along said South line to the East line of the West 10 acres of the South Half of said Southeast Quarter; thence South 01 degrees 57 minutes 58 seconds East, a distance of 925.57 feet along said East line to the North right-of-way line of said Dupont Road; thence North 89 degrees 13 minutes 13 seconds West, a distance of 84.05 feet along

said right-of-way line; thence North 00 degrees 46 minutes 47 seconds East, a distance of 44.54 feet to the Point of Beginning. Containing 2.649 Acres, more or less. Subject to easements of record.

Containing a total of 2.780 Acres, more or less.

TOGETHER WITH:

Easement #5 (20' Storm Sewer & Utility Easement)

Part of the Southwest Quarter and Southeast Quarter of Section 36, Township 32 North, Range 12 East of the Second Principal Meridian, Perry Township in Allen County, Indiana, more particularly described as follows:

Commencing at a Harrison Marker at the Southeast corner of said Southwest Quarter; thence North 01 degrees 57 minutes 58 seconds West (GPS Grid bearing and basis of bearings to follow), a distance of 71.62 feet along the East line of said Southwest Quarter to North right-of-way line of Dupont Road; thence South 79 degrees 44 minutes 32 seconds West, a distance of 79.12 feet along said right-of-way line; thence South 88 degrees 11 minutes 08 seconds West, a distance of 442.90 feet parallel with and 60.00 feet distant from the South line of said Southwest Quarter; thence North 71 degrees 30 minutes 27 seconds West, a distance of 47.45 feet along said right-of-way line; thence North 39 degrees 53 minutes 42 seconds West, a distance of 54.32 feet to the East right-of-way line of Dupont Oaks Boulevard as described in Document Number 202060705 in the Office of the Recorder of Allen County, Indiana; thence North 13 degrees 11 minutes 07 seconds East, a distance of 195.96 feet along said East right-of-way line to the POINT OF BEGINNING of the herein described easement; thence continuing North 13 degrees 11 minutes 07 seconds East, a distance of 1.68 feet along said East right-of-way line to the point of curvature of a tangent curve, concave to the Northwest, having a radius of 330.00 feet, thence Northeasterly along said curve and along said East right-of-way line a distance of 11.54 feet, having a central angle of 02 degrees 00 minutes 14 seconds, and a chord of 11.54 feet bearing North 12 degrees 11 minutes 00 seconds East; thence North 50 degrees 18 minutes 21 seconds East, a distance of 11.69 feet; thence North 88 degrees 11 minutes 08 seconds East, a distance of 546.05 feet; thence South 01 degrees 48 minutes 52 seconds East, a distance of 20.00 feet; thence South 88 degrees 11 minutes 08 seconds West, a distance of 558.50 feet to the Point of Beginning. Containing 0.225 Acres, more or less. Subject to easements of record.

TOGETHER WITH:

Easement #6 (Storm Sewer & Overland Drainage Easement)

Part of the Southwest Quarter and Southeast Quarter of Section 36, Township 32 North, Range 12 East of the Second Principal Meridian, Perry Township in Allen County, Indiana, more particularly described as follows:

Commencing at a Harrison Marker at the Southeast corner of said Southwest Quarter; thence North 01 degrees 57 minutes 58 seconds West (GPS Grid bearing and basis of bearings to follow), a distance of 71.62 feet along the East line of said Southwest Quarter to North right-of-way line of Dupont Road; thence South 79 degrees 44 minutes 32 seconds West, a distance of 79.12 feet along said right-of-way line; thence South 88 degrees 11 minutes 08 seconds West, a distance of 442.90 feet parallel with and 60.00 feet distant from the South line of said Southwest Quarter; thence North 71 degrees 30 minutes 27 seconds West, a distance of 47.45 feet along said right-of-way line; thence North 39 degrees 53 minutes 42 seconds West, a distance of 54.32 feet to the East right-of-way line of Dupont Oaks Boulevard as described in Document Number 202060705 in the Office of the Recorder of Allen County, Indiana; thence North 13 degrees 11 minutes 07 seconds East, a distance of 197.64 feet along said East right-of-way line to the point of curvature of a tangent curve, concave to the West, having a radius of 330.00 feet, thence Northerly along said curve and along said East right-of-way line a distance of 18.89 feet, having a central angle of 17 degrees 21 minutes 44 seconds, and a chord of 18.89 feet bearing North 11 degrees 32 minutes 44 seconds East; thence North 88 degrees 11 minutes 08 seconds East, a distance of 553.70 feet; thence North 01 degrees 48 minutes 52 seconds West, a distance of 25.00 feet to the POINT OF BEGINNING of the herein described easement; thence continuing North 01 degrees 48 minutes 52 seconds West, a distance of 25.00 feet; thence South 88 degrees 11 minutes 08 seconds West, a distance of 50.00 feet; thence North 01 degrees 48 minutes 52 seconds West, a distance of 25.00 feet; thence North 88 degrees 11 minutes 08 seconds East, a distance of 313.50 feet; thence South 01 degrees 57 minutes 58 seconds East, a distance of 25.00 feet; thence North 88 degrees 11 minutes 08 seconds East, a distance of 119.24 feet; thence South 01 degrees 57 minutes 58 seconds East, a distance of 258.50 feet; thence South 88 degrees 02 minutes 02 seconds West, a distance of 10.00 feet; thence North 01 degrees 57 minutes 58 seconds West, a distance of 233.52 feet; thence South 88 degrees 11 minutes 08 seconds West, a distance of 372.87 feet to the Point of Beginning. Containing 0.453 Acres, more or less. Subject to easements of record.

EXHIBIT B

LEGAL DESCRIPTION OF DUPONT COMMONS

East Portion (East of Dupont Oaks Boulevard):

Deed REFERENCE: 2010042322,
93-26965, AND
90-044118.

Part of the Southwest Quarter and Southeast Quarter of Section 36, Township 32 North, Range 12 East of the Second Principal Meridian, Perry Township in Allen County, Indiana, more particularly described as follows:

Commencing at a Harrison Marker at the Southeast corner of said Southwest Quarter; thence North 01 degrees 57 minutes 58 seconds West (GPS Grid bearing and basis of bearings to follow), a distance of 71.62 feet along the East line of said Southwest Quarter to a point on the North right-of-way line of Dupont Road, said point also being the POINT OF BEGINNING of the herein described tract; thence South 79 degrees 44 minutes 32 seconds West, a distance of 79.12 feet along said right-of-way line; thence South 88 degrees 11 minutes 08 seconds West, a distance of 442.90 feet parallel with and 60.00 feet distant from the South line of said Southwest Quarter; thence North 71 degrees 30 minutes 27 seconds West, a distance of 47.45 feet; thence North 39 degrees 53 minutes 42 seconds West, a distance of 54.32 feet to a point on the East right-of-way line of Dupont Oaks Boulevard as described in Document Number 202060705 in the Office of the Recorder of Allen County, Indiana; thence North 13 degrees 11 minutes 07 seconds East, a distance of 197.64 feet along said East right-of-way line to the point of curvature of a tangent curve, concave to the Northwest, having a radius of 330.00 feet, thence Northeasterly along said curve and along said East right-of-way line a distance of 35.44 feet, having a central angle of 06 degrees 09 minutes 10 seconds, and a chord of 35.42 feet bearing North 10 degrees 06 minutes 32 seconds East to the point of tangency of said curve; thence North 07 degrees 01 minutes 57 seconds East, a distance of 289.51 feet along East right-of-way line to the point of curvature of a tangent curve, concave to the West, having a radius of 330.00 feet, thence Northerly along said curve and along said East right-of-way line a distance of 142.00 feet, having a central angle of 24 degrees 39 minutes 18 seconds, and a chord of 140.91 feet bearing North 05 degrees 17 minutes 42 seconds West to the point of a compound curve, said curve being concave to the Southwest, having a radius of 260.00 feet; thence Northerly along said curve and along said East right-of-way line a distance of 31.11 feet, having a central angle of 06 degrees 51 minutes 18 seconds, and a chord of 31.09 feet bearing North 21 degrees 03 minutes 00 seconds West to the point of tangency of said curve; thence North 24 degrees 28 minutes 39 seconds West, a distance of 158.01 feet along said East right-of-way line to the point of curvature of a tangent curve, concave to the Northeast, having a radius of 135.00 feet, thence Northerly along said curve and along said East right-of-way line a distance of 53.24 feet, having a central angle of 22 degrees 35 minutes 41 seconds, and a chord of 52.89 feet bearing North 13 degrees 10 minutes 48 seconds West to the point of tangency of said curve to the South line of The Oaks, Section V; thence North 88 degrees 15 minutes 17 seconds East, a distance of 1020.50 feet along said South line to the East line of the West 10 acres of the South Half of said Southeast Quarter; thence South 01 degrees 57 minutes 58 seconds East, a distance of 925.57 feet along said East line to the North right-of-way line of said Dupont Road; thence North 89 degrees 13 minutes 13

seconds West, a distance of 170.18 feet along said right-of-way line; thence South 88 degrees 12 minutes 18 seconds West, a distance of 213.66 feet along said right-of-way line; thence South 79 degrees 44 minutes 32 West, a distance of 53.59 feet along said right-of-way line to the Point of Beginning. Containing 20.773 Acres, more or less. Subject to easements of record.

EXCEPT:

Part of the Southwest Quarter and Southeast Quarter of Section 36, Township 32 North, Range 12 East of the Second Principal Meridian, Perry Township in Allen County, Indiana, more particularly described as follows:

Commencing at a Harrison Marker at the Southeast corner of said Southwest Quarter; thence North 01 degrees 57 minutes 58 seconds East (GPS Grid bearing and basis of bearings to follow), a distance of 71.62 feet along the East line of said Southwest Quarter to North right-of-way line of Dupont Road; thence South 79 degrees 44 minutes 32 seconds West, a distance of 79.12 feet along said North right-of-way line; thence South 88 degrees 11 minutes 08 seconds West, a distance of 442.91 feet parallel with and 60.00 feet distant from the South line of said Southwest Quarter along said North right-of-way line; thence North 71 degrees 30 minutes 27 seconds West, a distance of 47.45 feet along said North right-of-way line to the POINT OF BEGINNING of the herein described tract; thence North 71 degrees 30 minutes 37 seconds West, a distance of 42.02 feet along said North right-of-way line to the East right-of-way line of Dupont Oaks Boulevard as described in Document Number 202060705 in the Office of the Recorder of Allen County, Indiana; thence North 09 degrees 44 minutes 32 seconds East, a distance of 26.43 feet along said East right-of-way line; thence North 13 degrees 11 minutes 07 seconds East, a distance of 2.36 feet along said East right-of-way line; thence South 39 degrees 53 minutes 42 seconds East, a distance of 54.32 feet to the Point of Beginning. Containing 0.014 Acres, more or less. Subject to easements of record.

West Portion (West of Dupont Oaks Boulevard):

Part of the Southwest Quarter of Section 36, Township 32 North, Range 12 East of the Second Principal Meridian, Perry Township in Allen County, Indiana, more particularly described as follows:

Commencing at a Harrison Marker at the Southeast corner of said Southwest Quarter; thence South 88 degrees 11 minutes 08 seconds West (GPS Grid bearing and basis of bearings to follow), a distance of 908.36 feet along the South line of said Southwest Quarter and within the right-of-way of Dupont Road; thence North 01 degrees 47 minutes 18 seconds West, a distance of 60.00 feet to a point at the Southeast corner of an existing 7.49 acre tract, said point being the POINT OF BEGINNING of the herein described tract; thence continuing North 01 degrees 47 minutes 18 seconds West, a distance of 713.53 feet along the East line of said 7.49 acre tract to a point at the point of curvature of a non-tangent curve, concave to the Southwest, having a radius of 150.00 feet, thence Northwesterly along said curve and along said East line a distance of 129.98 feet, having a central angle of 49 degrees 38 minutes 53 seconds, and a chord of 125.95 feet bearing North 66 degrees 52 minutes 09 seconds West; thence North 01 degrees 47 minutes 18 seconds West, a distance of 40.00 feet along said East line to a point on the most Westerly corner of an existing 2.00 acre tract described in Document Number 2010022195 in the Office of the Recorder of Allen County, Indiana, said point also being at a point of curvature of a non-tangent curve, concave to the Southwest, having a radius of 190.00 feet, thence Southeasterly along said curve and along the West line of said 2.00 acre tract a distance of 298.45 feet, having a central angle of 89 degrees 59 minutes 59 seconds, and a chord of 268.70 feet bearing South 46 degrees 43 minutes 04 seconds East to the South line of said 2.00 acre tract; thence North 88 degrees 16 minutes 56 seconds East, a distance of 260.02 feet along said South line to a point on the West right-of-way line of Dupont Oaks Boulevard as described in Document Number 202060705 in the Office of the Recorder of Allen County, Indiana, said point also being at the point of curvature of a non-tangent curve, concave to the West, having a radius of 250.00 feet, thence Southerly along said curve and along said West right-of-way line a distance of 32.89 feet, having a central angle of 07 degrees 32 minutes 18 seconds, and a chord of 32.87 feet bearing South 03 degrees 15 minutes 49 seconds West; thence South 07 degrees 01 minutes 57 seconds West, a distance of 289.51 feet along said West right-of-way line to a point at the point of curvature of a tangent curve, concave to the West, having a radius of 250.00 feet, thence Southerly along said curve and along said West right-of-way line a distance of 26.85 feet, having a central angle of 06 degrees 09 minutes 10 seconds, and a chord of 26.83 feet bearing South 10 degrees 06 minutes 32 seconds West to the point of tangency; thence South 13 degrees 11 minutes 07 seconds West, a distance of 200.00 feet along said West right-of-way line to the point of curvature of a tangent curve, concave to the Southeast, having a radius of 300.00 feet, thence Southerly along said curve and along said West right-of-way line a distance of 18.91 feet, having a central angle of 03 degrees 36 minutes 41 seconds, and a chord of 18.91 feet bearing South 11 degrees 22 minutes 47 seconds West; thence South 42 degrees 56 minutes 09 seconds West, a distance of 80.14 feet to the North right-of-way line of Dupont Road; thence South 85 degrees 16 minutes 25 seconds West, a distance of 45.70 feet along said right-of-way line; thence South 88

degrees 11 minutes 08 seconds West, a distance of 124.72 feet along said right-of-way line to the Point of Beginning. Containing 4.268 Acres, more or less. Subject to easements of record.

EXCEPT:

Part of the Southwest Quarter of Section 36, Township 32 North, Range 12 East of the Second Principal Meridian, Perry Township in Allen County, Indiana, more particularly described as follows:

Commencing at a Harrison Marker at the Southeast corner of said Southwest Quarter; thence South 88 degrees 11 minutes 08 seconds West (GPS Grid bearing and basis of bearings to follow), a distance of 908.36 feet (deed) along the South line of said Southwest Quarter and within the right-of-way of Dupont Road; thence North 01 degrees 47 minutes 18 seconds West, a distance of 60.00 feet to a point on the North right-of-way line of Dupont Road; thence North 88 degrees 11 minutes 08 seconds East, a distance of 124.71 feet along said North right-of-way line; thence North 85 degrees 16 minutes 25 seconds East, a distance of 45.70 feet along said North right-of-way line to the POINT OF BEGINNING of the herein described tract; thence North 42 degrees 56 minutes 09 seconds East, a distance of 80.14 feet to the West right-of-way of Dupont Oaks Boulevard to the point of curvature of a tangent curve, concave to the Southeast, having a radius of 300.00 feet, thence Southerly along said curve and along said West right-of-way line a distance of 37.14 feet, having a central angle of 07 degrees 05 minutes 36 seconds, and a chord of 37.12 feet bearing South 06 degrees 01 minutes 38 seconds West to the North right-of-way line of Dupont Road; thence South 56 degrees 49 minutes 10 seconds West, a distance of 36.76 feet along said North right-of-way line; thence South 85 degrees 16 minutes 25 seconds West, a distance of 20.00 feet along North said right-of-way line to the Point of Beginning. Containing 0.024 Acres, more or less. Subject to easements of record.

EXHIBIT C

INGRESS/EGRESS & UTILITY EASEMENT

Easement #1

Part of the Southwest Quarter and Southeast Quarter of Section 36, Township 32 North, Range 12 East of the Second Principal Meridian, Perry Township in Allen County, Indiana, more particularly described as follows:

Commencing at a Harrison Marker at the Southeast corner of said Southwest Quarter; thence North 01 degrees 57 minutes 58 seconds West (GPS Grid bearing and basis of bearings to follow), a distance of 71.62 feet along the East line of said Southwest Quarter to North right-of-way line of Dupont Road; thence South 79 degrees 44 minutes 32 seconds West, a distance of 79.12 feet along said right-of-way line; thence South 88 degrees 11 minutes 08 seconds West, a distance of 442.90 feet parallel with and 60.00 feet distant from the South line of said Southwest Quarter; thence North 71 degrees 30 minutes 27 seconds West, a distance of 47.45 feet along said right-of-way line; thence North 39 degrees 53 minutes 42 seconds West, a distance of 54.32 feet to the East right-of-way line of Dupont Oaks Boulevard as described in Document Number 202060705 in the Office of the Recorder of Allen County, Indiana; thence North 13 degrees 11 minutes 07 seconds East, a distance of 197.64 feet along said East right-of-way line to the point of curvature of a tangent curve, concave to the West, having a radius of 330.00 feet, thence Northerly along said curve and along said East right-of-way line a distance of 11.54 feet, having a central angle of 02 degrees 00 minutes 14 seconds, and a chord of 11.54 feet bearing North 12 degrees 11 minutes 00 seconds East to the POINT OF BEGINNING of the herein described easement; thence continuing along said curve, concave to the West, having a radius of 330.00 feet, thence Northerly along said curve and along said East right-of-way line a distance of 23.90 feet, having a central angle of 04 degrees 08 minutes 56 seconds, and a chord of 23.89 feet bearing North 09 degrees 06 minutes 25 seconds East to the point of tangency; thence North 07 degrees 01 minutes 57 seconds East, a distance of 54.37 feet along said East right-of-way line; thence South 41 degrees 55 minutes 50 seconds East, a distance of 26.15 feet; thence North 88 degrees 11 minutes 08 seconds East, a distance of 525.54 feet; thence South 01 degrees 48 minutes 52 seconds East, a distance of 50.00 feet; thence South 88 degrees 11 minutes 08 seconds West, a distance of 546.05 feet; thence South 50 degrees 18 minutes 21 seconds West, a distance of 11.69 feet to the Point of Beginning. Containing 0.636 Acres, more or less. Subject to easements of record.

TOGETHER WITH:

Easement #2

Part of the Southwest Quarter of Section 36, Township 32 North, Range 12 East of the Second Principal Meridian, Perry Township in Allen County, Indiana, more particularly described as follows:

Commencing at a Harrison Marker at the Southeast corner of said Southwest Quarter; thence South 88 degrees 11 minutes 08 seconds West (GPS Grid bearing and basis of bearings to follow), a distance of 908.36 feet (deed) along the South line of said Southwest Quarter and within the right-of-way of Dupont Road; thence North 01 degrees 47 minutes 18 seconds West, a distance of 60.00 feet to a point at the Southeast corner of an existing 7.49 acre tract; thence continuing North 01 degrees 47 minutes 18 seconds West, a distance of 272.01 feet along the East line of said 7.49 acre tract to the POINT OF BEGINNING of the herein described easement; thence continuing North 01 degrees 47 minutes 18 seconds West, a distance of 50.00 feet along said East line; thence North 88 degrees 38 minutes 29 seconds East, a distance of 266.81 feet; thence North 53 degrees 38 minutes 29 seconds East, a distance of 33.99 feet to the West right-of-way line of Dupont Oaks Boulevard as described in Document Number 202060705 in the Office of the Recorder of Allen County, Indiana; thence South 07 degrees 01 minutes 57 seconds West, a distance of 42.59 feet along said West right-of-way line to a tangent curve, concave to the West, having a radius of 250.00 feet; thence Southerly along said curve and said West line a distance of 26.85 feet, having a central angle of 22 degrees 55 minutes 06 seconds, and a chord of 26.83 feet bearing South 10 degrees 06 minutes 32 seconds West to the point of tangency; thence South 13 degrees 11 minutes 07 seconds West, a distance of 36.11 feet; thence North 39 degrees 05 minutes 12 seconds West, a distance of 42.83 feet; thence South 88 degrees 38 minutes 29 seconds West, a distance of 247.46 feet to the Point of Beginning. Containing 0.336 Acres, more or less. Subject to easements of record.

TOGETHER WITH:

Easement #9 (Ingress/Egress (Private Drive) & Utility Easement)

Part of the Southeast Quarter of Section 36, Township 32 North, Range 12 East of the Second Principal Meridian, Perry Township in Allen County, Indiana, more particularly described as follows:

Commencing at a Harrison Marker at the Southwest corner of said Southeast Quarter; thence North 01 degrees 57 minutes 58 seconds West (GPS Grid bearing and basis of bearings to follow), a distance of 71.62 feet along the East line of said Southwest Quarter to North right-of-way line of Dupont Road; thence North 79 degrees 44 minutes 32 seconds East, a distance of 53.59 feet along said right-of-way line; thence North 88 degrees 12 minutes 18 seconds East, a distance of 110.52 feet along said right-of-way line; thence North 01 degrees 47 minutes 42 seconds West, a distance of 40.56 feet; thence North 88 degrees 11 minutes 08 seconds East, a distance of 141.13 feet to the POINT OF BEGINNING of the herein described easement; thence continuing North 88 degrees 11 minutes 08 seconds East, a distance of 50.05 feet; thence South 00 degrees 46 minutes 47 seconds West, a distance of 44.54 feet to the North right-of-way line of said Dupont Road; thence North 89 degrees 13 minutes 13 seconds West, a distance of 50.00 feet along said right-of-way line; thence North 00 degrees 46 minutes 47 seconds East, a distance of 42.27 feet to the Point of Beginning. Containing 0.050 Acres, more or less. Subject to easements of record.

EXHIBIT D

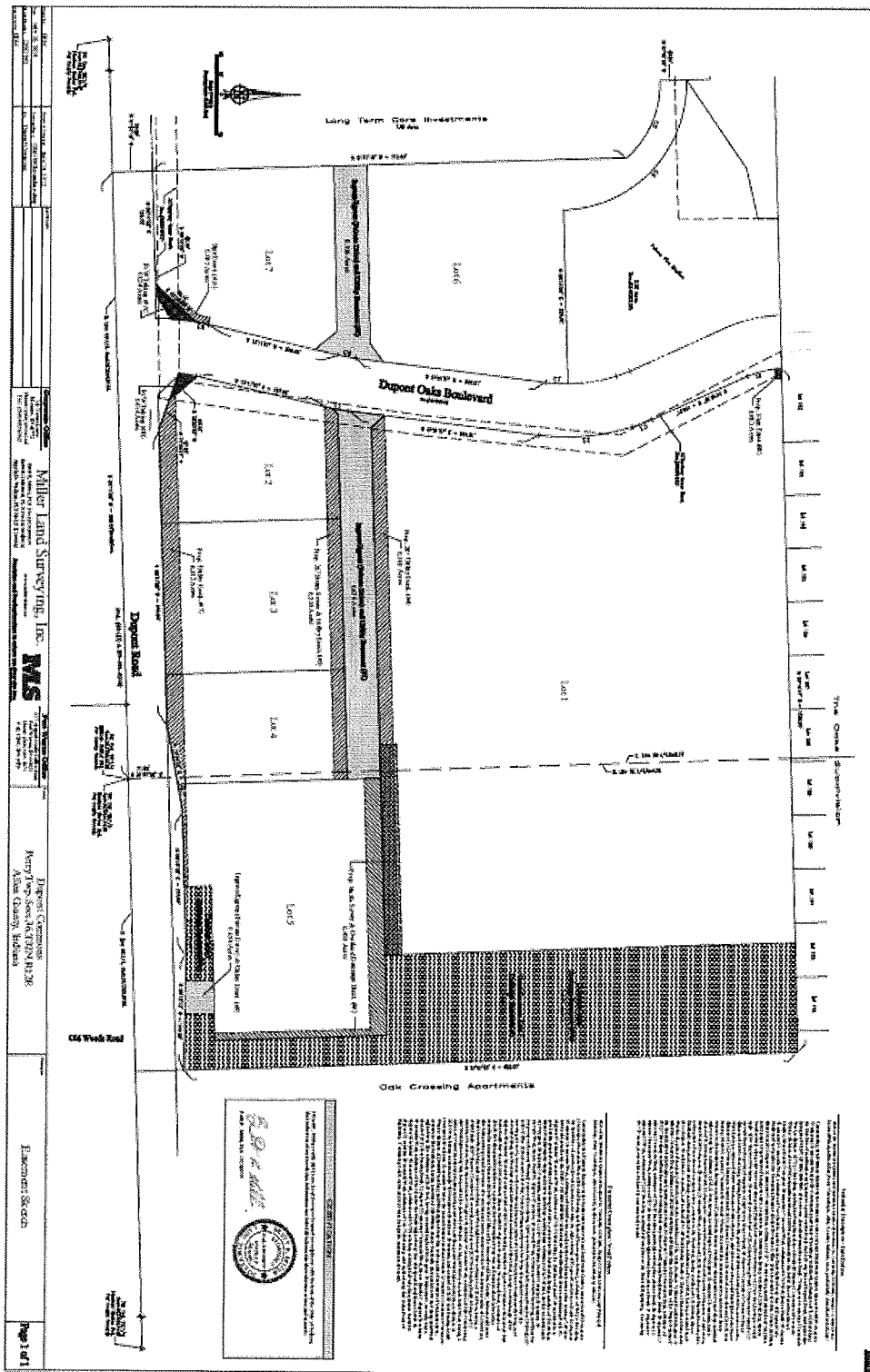
SIGN EASEMENT AREA

Easement #10:

Part of the Southwest Quarter of Section 36, Township 32 North, Range 12 East of the Second Principal Meridian, Perry Township in Allen County, Indiana, more particularly described as follows:

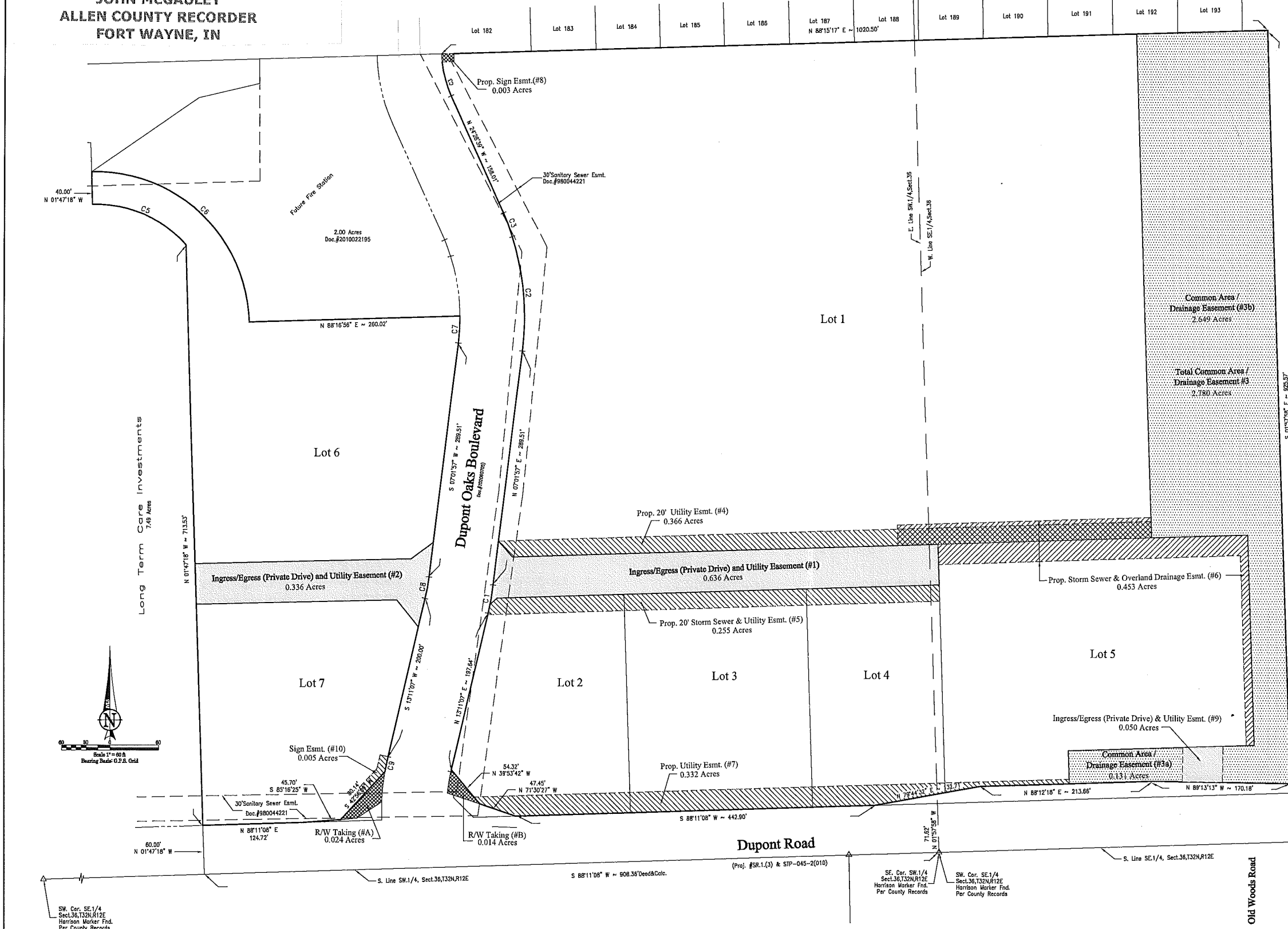
Commencing at a Harrison Marker at the Southeast corner of said Southwest Quarter; thence South 88 degrees 11 minutes 08 seconds West (GPS Grid bearing and basis of bearings to follow), a distance of 908.36 feet (deed) along the South line of said Southwest Quarter and within the right-of-way of Dupont Road; thence North 01 degrees 47 minutes 18 seconds West, a distance of 60.00 feet to a point at the Southeast corner of an existing 7.49 acre tract; thence North 88 degrees 11 minutes 08 seconds East, a distance of 124.72 feet along the North right-of-way line of Dupont Road; thence North 85 degrees 16 minutes 25 seconds East, a distance of 45.70 feet along said North right-of-way line; thence North 42 degrees 56 minutes 09 seconds East, a distance of 44.19 feet to the POINT OF BEGINNING of the herein described easement; thence North 47 degrees 03 minutes 51 seconds West, a distance of 10.00 feet; thence North 42 degrees 56 minutes 09 seconds East, a distance of 32.10 feet; thence North 13 degrees 11 minutes 07 seconds East, a distance of 17.28 feet; thence South 76 degrees 48 minutes 53 seconds East, a distance of 10.00 feet to the West right-of-way line of Dupont Oaks Boulevard as described in Document Number 202060705 in the Office of the Recorder of Allen County, Indiana; thence along said right-of-way line, along a curve, concave to the Southeast, having a radius of 300.00 feet; thence Southerly along said curve and said West right-of-way line a distance of 18.91 feet, having a central angle of 03 degrees 36 minutes 41 seconds, and a chord of 18.91 feet bearing South 11 degrees 22 minutes 47 seconds West; thence South 42 degrees 56 minutes 09 seconds West, a distance of 35.96 feet to the Point of Beginning. Containing 0.005 Acres, more or less. Subject to easements of record.

EXHIBIT E
SITE DRAWING



2014034905
 RECORDED: 07/28/2014 09:32:50 AM
 JOHN MCGAULEY
 ALLEN COUNTY RECORDER
 FORT WAYNE, IN

The Oaks Subdivision



Perimeter Description - East Portion

Part of the Southwest Quarter and Southeast Quarter of Section 36, Township 32 North, Range 12 East of the Second Principal Meridian, Perry Township in Allen County, Indiana, more particularly described as follows:

Commencing at a Harrison Marker at the Southeast corner of said Southwest Quarter; thence North 01 degrees 37 minutes 38 seconds West (GPS Grid bearing and basis of bearings to follow), a distance of 71.62 feet along the East line of said Southwest Quarter to a point on the North right-of-way line of Dupont Road, said point also being the POINT OF BEGINNING of the herein described tract; thence South 79 degrees 43 minutes 32 seconds West, a distance of 79.12 feet along said right-of-way line; thence South 88 degrees 11 minutes 08 seconds West, a distance of 442.90 feet parallel with and 60.00 feet distant from the South line of said Southwest Quarter; thence North 71 degrees 30 minutes 27 seconds West, a distance of 47.45 feet; thence North 39 degrees 53 minutes 42 seconds West, a distance of 54.32 feet to a point on the East right-of-way line of Dupont Oaks Boulevard as described in Document Number 202060705 in the Office of the Recorder of Allen County, Indiana; thence North 13 degrees 11 minutes 07 seconds East, a distance of 197.64 feet along said East right-of-way line to the point of curvature of a tangent curve, concave to the Northwest, having a radius of 330.00 feet, thence Northeastly along said curve and along said East right-of-way line a distance of 35.44 feet, having a central angle of 06 degrees 09 minutes 10 seconds, and a chord of 35.42 feet bearing North 10 degrees 06 minutes 32 seconds East to the point of tangency of said curve; thence North 07 degrees 01 minutes 57 seconds East, a distance of 289.51 feet along East right-of-way line to the point of curvature of a tangent curve, concave to the West, having a radius of 330.00 feet, thence North 13 degrees 11 minutes 07 seconds West to the point of a compound curve, said curve being concave to the Southwest, having a radius of 260.00 feet; thence North 13 degrees 11 minutes 07 seconds West along said East right-of-way line a distance of 31.11 feet, having a central angle of 06 degrees 51 minutes 18 seconds, and a chord of 31.09 feet bearing North 21 degrees 03 minutes 00 seconds West to the point of tangency of said curve; thence North 24 degrees 28 minutes 39 seconds West, a distance of 158.01 feet along said East right-of-way line to the point of curvature of a tangent curve, concave to the Northeast, having a radius of 135.00 feet, thence North 13 degrees 11 minutes 07 seconds West along said East right-of-way line a distance of 53.24 feet, having a central angle of 22 degrees 35 minutes 41 seconds, and a chord of 52.89 feet bearing North 13 degrees 10 minutes 48 seconds West to the point of tangency of said curve to the South line of The Oaks, Section V; thence North 88 degrees 13 minutes 17 seconds East, a distance of 1020.50 feet along said South line to the East line of the West 10 acres of the South Half of said Southwest Quarter; thence South 01 degrees 57 minutes 58 seconds East, a distance of 925.57 feet along said East line to the North right-of-way line of said Dupont Road; thence North 89 degrees 13 minutes 13 seconds West, a distance of 170.18 feet along said right-of-way line; thence South 88 degrees 12 minutes 18 seconds West, a distance of 213.66 feet along said right-of-way line; thence South 79 degrees 44 minutes 32 seconds West, a distance of 53.59 feet along said right-of-way line to the Point of Beginning. Containing 20.773 Acres, more or less. Subject to easements of record.

Perimeter Description - West Portion

Part of the Southwest Quarter of Section 36, Township 32 North, Range 12 East of the Second Principal Meridian, Perry Township in Allen County, Indiana, more particularly described as follows:

Commencing at a Harrison Marker at the Southeast corner of said Southwest Quarter; thence South 88 degrees 11 minutes 08 seconds West (GPS Grid bearing and basis of bearings to follow), a distance of 908.36 feet along the South line of said Southwest Quarter and within the right-of-way of Dupont Road; thence North 01 degrees 47 minutes 18 seconds West, a distance of 60.00 feet to a point at the Southeast corner of an existing 7.49 acre tract, said point being the POINT OF BEGINNING of the herein described tract; thence continuing North 01 degrees 47 minutes 18 seconds West, a distance of 113.53 feet along the East line of said 7.49 acre tract to a point at the point of curvature of a non-tangent curve, concave to the Southwest, having a radius of 150.00 feet, thence Northwesterly along said curve and along said East line a distance of 129.98 feet, having a central angle of 49 degrees 38 minutes 53 seconds, and a chord of 125.95 feet bearing North 66 degrees 32 minutes 09 seconds West; thence North 01 degrees 47 minutes 18 seconds West, a distance of 40.00 feet along said East line to a point on the most Westerly corner of an existing 2.00 acre tract described in Document Number 2010022195 in the Office of the Recorder of Allen County, Indiana, said point also being at a point of curvature of a non-tangent curve, concave to the Southwest, having a radius of 150.00 feet, thence Southeasterly along said curve and along the West line of said 2.00 acre tract a distance of 298.45 feet, having a central angle of 59 degrees 59 minutes 59 seconds, and a chord of 268.70 feet bearing South 46 degrees 43 minutes 04 seconds East to the South line of said 2.00 acre tract; thence North 88 degrees 16 minutes 36 seconds East, a distance of 250.02 feet along said South line to a point on the West right-of-way line of Dupont Oaks Boulevard as described in Document Number 202060705 in the Office of the Recorder of Allen County, Indiana, said point also being at the point of curvature of a non-tangent curve, concave to the West, having a radius of 250.00 feet, thence Southerly along said curve and along said West right-of-way line a distance of 32.89 feet, having a central angle of 07 degrees 32 minutes 18 seconds, and a chord of 32.87 feet bearing South 03 degrees 15 minutes 49 seconds West; thence South 07 degrees 01 minutes 57 seconds West, a distance of 289.51 feet along said West right-of-way line to a point at the point of curvature of a tangent curve, concave to the West, having a radius of 250.00 feet, thence Southerly along said curve and along said West right-of-way line a distance of 26.85 feet, having a central angle of 06 degrees 09 minutes 10 seconds, and a chord of 26.83 feet bearing South 10 degrees 06 minutes 32 seconds West to the point of tangency; thence South 13 degrees 11 minutes 07 seconds West, a distance of 200.00 feet along said West right-of-way line to the point of curvature of a tangent curve, concave to the Southeast, having a radius of 300.00 feet, thence Southerly along said curve and along said West right-of-way line a distance of 18.91 feet, having a central angle of 03 degrees 36 minutes 41 seconds, and a chord of 18.91 feet bearing South 11 degrees 22 minutes 47 seconds West; thence South 42 degrees 56 minutes 09 seconds West, a distance of 80.14 feet to the North right-of-way line of Dupont Road; thence South 85 degrees 16 minutes 25 seconds West, a distance of 45.70 feet along said right-of-way line; thence South 88 degrees 11 minutes 08 seconds West, a distance of 124.72 feet along said right-of-way line to the Point of Beginning. Containing 4.268 Acres, more or less. Subject to easements of record.

CERTIFICATION

I, Brett R. Miller, certify that I am a Land Surveyor licensed in compliance with the laws of the State of Indiana, that to the best of my knowledge, information and belief all information shown herein is true and accurate.



EXHIBIT F

UTILITY EASEMENT AREA

Easement #4 (20' Utility Easement)

Part of the Southwest Quarter and Southeast Quarter of Section 36, Township 32 North, Range 12 East of the Second Principal Meridian, Perry Township in Allen County, Indiana, more particularly described as follows:

Commencing at a Harrison Marker at the Southeast corner of said Southwest Quarter; thence North 01 degrees 57 minutes 58 seconds West (GPS Grid bearing and basis of bearings to follow), a distance of 71.62 feet along the East line of said Southwest Quarter to North right-of-way line of Dupont Road; thence South 79 degrees 44 minutes 32 seconds West, a distance of 79.12 feet along said right-of-way line; thence South 88 degrees 11 minutes 08 seconds West, a distance of 442.90 feet parallel with and 60.00 feet distant from the South line of said Southwest Quarter; thence North 71 degrees 30 minutes 27 seconds West, a distance of 47.45 feet along said right-of-way line; thence North 39 degrees 53 minutes 42 seconds West, a distance of 54.32 feet to the East right-of-way line of Dupont Oaks Boulevard as described in Document Number 202060705 in the Office of the Recorder of Allen County, Indiana; thence North 13 degrees 11 minutes 07 seconds East, a distance of 197.64 feet along said East right-of-way line to the point of curvature of a tangent curve, concave to the Northwest, having a radius of 330.00 feet, thence Northeasterly along said curve and along said East right-of-way line a distance of 35.44 feet, having a central angle of 06 degrees 09 minutes 10 seconds, and a chord of 35.42 feet bearing North 10 degrees 06 minutes 32 seconds East to the point of tangency of said curve; thence North 07 degrees 01 minutes 57 seconds East, a distance of 54.36 feet along East right-of-way line to the POINT OF BEGINNING of the herein described easement; thence North 88 degrees 11 minutes 08 seconds East, a distance of 805.90 feet; thence South 01 degrees 57 minutes 58 seconds East, a distance of 20.00 feet; thence South 88 degrees 11 minutes 08 seconds West, a distance of 789.11 feet; thence North 41 degrees 55 minutes 50 seconds West, a distance of 26.15 feet to the Point of Beginning. Containing 0.366 Acres, more or less. Subject to easements of record.

TOGETHER WITH:

Easement #7:

Part of the Southwest Quarter and Southeast Quarter of Section 36, Township 32 North, Range 12 East of the Second Principal Meridian, Perry Township in Allen County, Indiana, more particularly described as follows:

Commencing at a Harrison Marker at the Southeast corner of said Southwest Quarter; thence North 01 degrees 57 minutes 58 seconds West (GPS Grid bearing and basis of bearings to follow), a distance of 71.62 feet along the East line of said Southwest Quarter to a point on North right-of-way line of Dupont Road, said point also being the POINT OF BEGINNING of the herein described easement; thence South 79 degrees 44 minutes 32 seconds West, a distance of 79.12 feet along said right-of-way line; thence South 88 degrees 11 minutes 08 seconds West, a distance of 442.90 feet parallel with and 60.00 feet distant from the South line of said Southwest Quarter; thence North 71 degrees 30 minutes 27 seconds West, a distance of 47.45 feet along said right-of-way line; thence North 39 degrees 53 minutes 42 seconds West, a distance of 10.84 feet; thence North 88 degrees 11 minutes 08 seconds East, a distance of 735.88 feet; thence South 01 degrees 47 minutes 42 seconds East, a distance of 5.55 feet to the North right-of-way line of said Dupont Road; thence South 88 degrees 12 minutes 18 seconds West, a distance of 110.52 feet along said right-of-way line; thence South 79 degrees 44 minutes 32 seconds West, a distance of 53.59 feet along said right-of-way line to the Point of Beginning. Containing 0.332 Acres, more or less. Subject to easements of record.