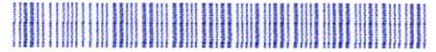


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06/28/2017 12:57:45P 21 PGS
Nicole K. (Nikki) Baldwin
Boone County Recorder IN
Recorded as Presented



Cross References:

- (1) Special Warranty Deed dated September 18, 2015, and recorded September 29, 2015, as Instrument No. 201500009335 in the Office of the Recorder of Boone County, Indiana.
- (2) Special Warranty Deed dated March 31, 2017, and recorded April 21, 2017, as Instrument No. 201700003646 in the Office of the Recorder of Boone County, Indiana.
- (3) Declaration of Covenants, Conditions and Restrictions for Hampshire dated June 6, 2017, and recorded June ___, 2017, as Instrument No. 2017_____ in the Office of the Recorder of Boone County, Indiana.
2017005977
- (4) Special Warranty Deed dated January 6, 2011, and recorded January 12, 2011, as Instrument Number 201100000483 in the Office of the Recorder of Boone County, Indiana.
- (5) Special Warranty Deed dated July 25, 2016, and recorded July 27, 2016, as Instrument Number 201600007043 in the Office of the Recorder of Boone County, Indiana, as corrected by Scrivener's Error Affidavit dated September 28, 2016, and recorded October 3, 2016, as Instrument Number 201600009775 in the Office of the Recorder of Boone County, Indiana.
- (6) Declaration of Covenants, Conditions and Restrictions for Pemberton dated June 5, 2017, and recorded June ___, 2017, as Instrument No. 2017_____ in the Office of the Recorder of Boone County, Indiana.
2017005978

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FILED

JUN 28 2017

Boone County Auditor

THIS AMENITIES SHARING EASEMENT AND COVENANT TO SHARE COSTS ("Agreement") is made as of this 6th day of June, 2017, by and among **Beazer Homes Indiana LLP**, an Indiana limited liability partnership ("**Beazer**"), **H&S, LLC**, an Indiana limited liability company ("**H&S**"), **Zionsville Development, LLC**, an Indiana limited liability company ("**Zionsville Development**"), **Hampshire Homeowners Association, Inc.**, an Indiana nonprofit corporation ("**Hampshire Association**"), and **Pemberton Homeowners Association, Inc.**, an Indiana nonprofit corporation ("**Pemberton Association**") and together with the Hampshire Association, collectively, the "**Association Entities**").

RECITALS

A. Beazer purchased from H&S that certain real estate located in Boone County, Indiana and described on **Exhibit A** attached hereto (the "**Hampshire Property**") pursuant to that certain Exclusive Agreement for Purchase and Sale with an effective date of May 14, 2013, as evidenced by that certain Memorandum of Purchase Agreement dated September 18, 2015, and recorded September 29, 2015, as Instrument No. 201500009336 in the Office of the Recorder of Boone County, Indiana, (as amended, the "**Purchase Agreement**").

B. Beazer is developing the Hampshire Property into an approximate 187 lot single-family residential community in Boone County, Indiana known as "**Hampshire**"; provided, however, the number of lots in Hampshire shall expand pursuant to the terms of **Recital D** and **Section 7** herein.

C. Simultaneously herewith, Beazer recorded that certain Declaration of Covenants, Conditions and Restrictions for Hampshire dated June 6, 2017, in the Office of the Recorder of Boone County, Indiana as Instrument No. 2017_____ (the "**Hampshire Declaration**").

2017005977

D. Pursuant to the Purchaser Agreement, Beazer has also agreed to purchase from H&S that certain real estate located in Boone County, Indiana adjacent to the Hampshire Property in a series of takedowns with such additional real estate being a part of Hampshire and subject to the Hampshire Declaration and this Agreement (the "**Additional Hampshire Property**").

E. Zionsville Development owns that certain real estate located in Boone County, Indiana and described on **Exhibit B** attached hereto (the "**Phase I Pemberton Property**").

F. H&S owns that certain real estate located in Boone County, Indiana and described on **Exhibit C** attached hereto (the "**Phase II Pemberton Property**") and together with the Phase I Pemberton Property, collectively, the "**Pemberton Property**"), which the Pemberton Property is located on the south side of the Hampshire Property.

G. Beazer, as a project/development manager on behalf of H&S and Zionsville Development, is developing the Pemberton Property into an approximate 63 lot single-family residential community in Boone County, Indiana known as "**Pemberton**."

H. Simultaneously herewith, Zionsville Development and H&S recorded that certain Declaration of Covenants, Conditions and Restrictions for Pemberton dated June 5, 2017, in the Office of the Recorder of Boone County, Indiana as Instrument No. 2017_____ (the "**Pemberton Declaration**").

2017005978

I. In accordance with the Purchase Agreement, the Hampshire Declaration, and the Pemberton Declaration, the parties hereto have agreed to enter into this Agreement to (i) provide for the construction of a clubhouse, walking trails, playgrounds, sports courts, and swimming pool (collectively,

the “**Recreational Facilities**”) in the common area of the Hampshire Property as more particularly described and depicted as **Exhibit D** attached hereto for the common use and benefit of the Hampshire Property and the Pemberton Property (collectively, the “**Properties**”); (ii) grant a perpetual right and nonexclusive easement to utilize, access, and enjoy the Recreational Facilities; (iii) grant the right to participate in certain decisions regarding the Recreational Facilities; and (iv) obligate the contribution of proportionate share of expenses for the use of the Recreational Facilities (collectively, the “**Rights and Obligations**”).

J. Pursuant to that certain Agreement for Purchase and Sale with an effective date of March 13, 2016, by and among Beazer and Leander K. Goodwin, Dennis E. Goodwin, Dorit A. Blubaugh, Darrin A. Goodwin, Michele L. Shultz and Suzanne J. Niemeyer, each as tenants in common for the Goodwin Family Trust, Beazer has also agreed to purchase that certain real estate located in Boone County, Indiana located on the north side of the Hampshire Property (the “**Goodwin Property**”), which, if acquired, Beazer intends to develop into an approximate 107 lot single-family residential community in Boone County, Indiana. While the Goodwin Property would be a separate and distinct neighborhood subject to its own declaration of covenants, conditions and restrictions, the parties hereto acknowledge and agree that this Agreement would be supplemented to provide the owners of lots within the Goodwin Property and the respective homeowners association the Rights and Obligations hereunder.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Obligation to Construct.

(a) General. In accordance with the terms hereof, Beazer agrees to cause the Recreational Facilities to be constructed within the common area of the Hampshire Property and to pay for all labor, materials, and work incurred in connection therewith (subject to H&S’s reimbursement for the initial construction of the Recreational Facilities as provided in the Purchase Agreement and further set forth in that certain Development Management Agreement dated as of January 28, 2016, by and between Beazer and Zionsville Development). The Recreational Facilities shall jointly serve the Properties. Beazer agrees to construct the Recreational Facilities in good faith, with reasonable due diligence, and in good and workmanlike manner with customary materials unless otherwise noted.

(b) Supervision. Subject to the items and conditions set forth herein, Beazer shall solely be responsible, and have authority, for arranging, supervising and coordinating all development and construction services necessary to complete the Recreational Facilities. Such services shall include, without limitation, (i) entering into contracts with contractors to construct the Recreational Facilities, (ii) payment of contractors in connection with construction of the Recreational Facilities, and (iii) ensuring that all labor, materials, and work are performed in accordance with the final plans and specifications for such Recreational Facilities developed by Beazer or its engineers.

(c) Completion. Subject to force majeure, Beazer agrees to substantially complete the Recreational Facilities in accordance with all applicable governmental restrictions no later than May 31, 2018. Upon completion, the Recreational Facilities shall be available for the use of the homeowners in the Properties. For purposes of this Agreement, “**substantially complete**” or “**substantial completion**” or words of similar import shall mean the date such work is substantially complete in compliance with all applicable laws and this Agreement, subject only to minor punchlist items that do not interfere with the use or operation thereof; and “**force majeure**” shall mean riots, insurrections, terrorists acts, acts of God, war, inclement weather, unanticipated delays in receipt of necessary governmental approvals (not otherwise attributable to the negligence of Beazer), unavailability of labor and/or materials

or other events outside of Beazer's reasonable control which could not reasonably be anticipated; and in any such event, the date for Beazer's performance shall be extended for a period equivalent to the period of such delay not to exceed ninety (90) days.

2. Grant of Easement. Beazer hereby grants to Zionsville Development, a perpetual, nonexclusive easement appurtenant to the Phase I Pemberton Property, the right to utilize, access, and enjoy the Recreational Facilities to be constructed in the common area of the Hampshire Property. Beazer hereby grants to H&S, a perpetual, nonexclusive easement appurtenant to the Phase II Pemberton Property, the right to utilize, access, and enjoy the Recreational Facilities to be constructed in the common area of the Hampshire Property. This Agreement shall run with the Pemberton Property and be binding on successors in title; provided, however, no homeowner purchasing a lot in the Pemberton Property shall be deemed to have any liability or obligation hereunder. Beazer hereby reserves to itself and, pursuant to the Hampshire Declaration, grants Hampshire Association, its agents and assigns, a perpetual, nonexclusive easement over, under, and across all of the common area of the Hampshire Property for it to perform its maintenance and repair responsibilities with respect to the Recreational Facilities.

3. Maintenance. Hampshire Association shall solely be responsible for the maintenance, repair, and replacement of the Recreational Facilities located in the common area of the Hampshire Property; provided, however, (i) Pemberton Association shall be obligated to contribute its pro-rata share of the Shared Expenses (as defined herein) as set forth herein, and (ii) Pemberton Association is hereby granted the right to participate and vote on any decisions that would result (y) in a reduction of the Recreational Facilities, or (z) materially increase Pemberton Association's pro-rata share of the Shared Expenses. Hampshire Association shall have the authority and power to adopt and enforce reasonable rules and regulations as to the use and enjoyment of the Recreational Facilities, which shall be consistently applied and enforced, and applicable to all owners of lots in Pemberton and Hampshire (and any other permitted users) and their families, lessees, and guests. For the purposes of this Agreement, "maintenance" shall mean maintaining, improving, repairing, replacing, insuring, and taking any and all steps to keep the Recreational Facilities neat, clean and attractive, including, without limitation, repairing and replacing improvements, fixtures and landscaping, as well as such other duties as may be necessary or appropriate to satisfy the standard of conduct or maintenance generally prevailing throughout Hampshire (the "Community-Wide Standard").

4. Covenant to Share Costs.

(a) Pemberton Association hereby covenants and agrees to share in the actual and estimated expenses incurred or anticipated to be incurred by Hampshire Association to own, operate, maintain, improve, repair, replace, and/or insure the Recreational Facilities for the general benefit of all owners of lots in Pemberton and Hampshire (collectively, the "Shared Expenses"). Each Zionsville Development and H&S represent and warrant that it has subjected the Phase I Pemberton Property and the Phase II Pemberton Property, respectively, to the Pemberton Declaration, which provides for the collection of assessments from the owners of lots in Pemberton sufficient to satisfy Pemberton Association's pro-rata share of the Shared Expenses. Pemberton Association's obligation to pay its portion of the Shared Expenses is mandatory and is a separate and independent covenant on the part of Pemberton Association. No diminution or abatement of its portion of the Shared Expenses or setoff shall be claimed or allowed by Pemberton Association by reason of any alleged failure of Hampshire Association to perform its maintenance responsibilities to the Community-Wide Standard.

(b) On an annual basis, at least ninety (90) days before the beginning of its fiscal year, Hampshire Association shall determine an estimated budget of the Shared Expenses for the upcoming year, including such amounts it determines to be reasonable to be placed in a reserve fund, if

any, for capital repairs and replacements. The total budget of the Shared Expenses shall be allocated between the Association Entities (including Hampshire Association) on a pro-rata basis. Each improved lot located within the Properties and sold to a third-party as of the date the budget is established for the then-current year (a "Unit"), other than Beazer, any builder(s) in the Hampshire Property approved by Beazer, Zionsville Development, H&S and builders in the Pemberton Property, shall be assigned one pro-rata share of the total budget of Shared Expenses. In determining each Association Entity's portion of the Shared Expenses, the sum of the Units within the jurisdiction of such Association Entity, as of the date the budget is established for the then-current year, shall be divided by the total number of Units subject to this Agreement on the date the budget is established. The quotient, stated in terms of a percentage, shall establish each Association Entity's pro-rata share of the Shared Expenses. Pursuant to **Section 4(a)** herein, Pemberton Association shall reimburse Hampshire Association for Pemberton Association's pro-rata share of the Shared Expenses for the Units subject to its jurisdiction.

(c) Prior to the beginning of each fiscal year, Hampshire Association shall send Pemberton Association (i) notice of its pro-rata share of the Shared Expenses based on the foregoing formula, and (ii) a copy of Hampshire Association's annual budget evidencing allocation of Hampshire Association's pro-rata share of the Shared Expenses. Pemberton Association's pro-rata share of the Shared Expenses shall be adjusted in such notice to reflect any excess or deficiency in the budget prepared for the immediately preceding year as compared to actual expenses for that period and any unreimbursed costs incurred by Hampshire Association during the previous fiscal year to collect amounts due hereunder, which such notice shall be stated as the total annual contribution payable by Pemberton Association to Hampshire Association.

(d) Within sixty (60) days of receipt of written notice of its pro-rata share of the Shared Expenses for the upcoming year, adjusted for the previous year's actual Shared Expenses, Pemberton Association shall pay to Hampshire Association the entire amount due in immediately available funds. Any payment delinquent for a period of more than fifteen (15) days shall incur a late charge in such amount as the Board of Directors of Hampshire Association may from time to time reasonably determine (subject to the limitations of Indiana law), interest (not to exceed the highest rate allowed by Indiana law) on the principal amount due (which such interest shall be in addition to, and not in lieu of, any remedies provided in **Section 9**), all costs of collection (including reasonable attorneys' fees), and any other amounts provided or permitted by law, and to the extent permitted by law, Hampshire Association shall have the right to suspend the owners of the Units within the Pemberton Property from use of the Recreational Facilities.

(e) Hampshire Association shall maintain or cause to be maintained full and accurate books of account with respect to the performance of its responsibilities hereunder. The books and records and related financial statements shall be made available for inspection and copying upon request by the Board of Directors of Pemberton Association during normal business hours. Copying charges shall be paid by the person requesting copies. If Pemberton Association desires to have the records audited, it may do so at its expense, and Hampshire Association shall cooperate by making available to the auditors the records, including all supporting material (e.g., check copies, invoices, etc.), for the year in question. If the amount of actual expenses for the year is disputed after the audit, Hampshire Association and Pemberton Association shall cause a second audit to be performed by a mutually acceptable auditor, and the decision of the second auditor shall be binding. The cost of the second auditor shall be shared equally by the Entity Associations.

5. **Indemnity.** Each party hereto agrees to defend, indemnify and hold the others harmless from and against any and all loss, cost, expense (including reasonable attorneys' fees), lien, liability, obligation, damages, claim, or cause of action resulting from the negligent or malicious acts or omissions of the indemnifying party in exercising the Rights and Obligations granted under this Agreement

6. Notices. All notices, demands and any and all other communications that may be or are required to be given to or made by any of the parties to this Agreement shall be in writing and shall be deemed to have been properly received on the date of delivery if delivered in person, the first business day following deposit with a nationally recognized overnight courier for overnight delivery, or on the third day after being deposited in the U.S. Mail if sent by registered or certified mail, return receipt requested, to the addresses as may be specified by the parties in the Purchase Agreement, and in the case of the Entity Associations, to their registered agents for service.

7. Supplemental Property. Beazer may from time to time subject to the provisions of this Agreement all or any portion of the Additional Hampshire Property and/or the Goodwin Property by filing an amendment to this Agreement in the Office of the Recorder of Boone County, Indiana, describing the additional property to be subjected. Any property which is now or hereafter subject to the Hampshire Declaration shall automatically be deemed subject to this Agreement. Notwithstanding anything to the contrary contained herein, an amendment filed pursuant to this **Section 7** shall not require the consent of any other party hereto.

8. Amendment. Except as otherwise provided in **Section 7** herein, this Agreement may only be amended or terminated upon (i) compliance with the amendment procedures set forth in **Section 18.2** of the Hampshire Declaration, and (ii) compliance with the amendment procedures set forth in **Section 18.2** of the Pemberton Declaration; provided, however, in the event the Hampshire Declaration or Pemberton Declaration are amended following the date hereof, under no circumstance shall this Agreement be amended or terminated unless upon the affirmative vote or written consent, or any combination thereof, representing at least 75% of the combined members of the Association Entities. Any amendment hereof shall be in writing and must be executed by all parties hereto or their successors in title or successors and assigns. Except as otherwise provided in **Section 7** herein, amendments to this Agreement shall become effective upon recordation, unless a later effective date is specified therein.

9. Default; Remedies. Upon (i) a failure by a party to pay, within fifteen (15) days after the date when due any sum due hereunder; or (ii) a breach or default of any of any other terms, conditions, agreements or covenants hereunder which breach or default is not cured within thirty (30) days after such party's receipt of written notice thereof or such longer period as shall be required to cure such default so long as the defaulting party commences to cure such default within such thirty (30) day period and diligently thereafter prosecutes such cure to completion, provided that in no event shall such cure period exceed ninety (90) days; the non-defaulting party may pursue any remedy available at law or in equity.

(a) This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement. Each party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel.

(b) The undersigned parties executing this Agreement represent and warrant that they have authority to execute this Agreement; that this Agreement has been authorized pursuant to all requisite organizational approvals; that he/she is a duly authorized signatory for such party; and that the execution hereof will not violate any agreement, mortgage, instrument contract, judgment, or covenant affecting its respective properties.

(c) This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

(d) This Agreement shall be governed by and construed under the laws of the State of Indiana.

(e) If any action is instituted in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorneys' fees in such action, and on any appeal from any judgment or decree entered therein. The term "**prevailing party**" shall include, but not be limited to, a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought whether by compromise, mediation, settlement, judgment or otherwise.

(f) EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY PROCEEDINGS BROUGHT BY THE OTHER PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE PROPERTY OR THE RELATIONSHIP OF THE PARTIES HEREUNDER.

(g) No failure of any party hereunder (or their successors) to exercise any power under this Agreement or insist upon strict compliance with this Agreement and no custom or practice at variance with the terms of this Agreement shall constitute a waiver of the right to demand exact compliance with the terms of this Agreement.

(h) Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Agreement to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Agreement are declared to be severable.

(i) This instrument may be executed in multiple counterparts, which, when any, but not necessarily the same, counterpart is executed by all of the parties will constitute the binding agreement of each.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

[SIGNATURES CONTINUED ON NEXT PAGE]

BEAZER HOMES INDIANA LLP, an Indiana limited liability partnership

By: Beazer Homes Investments, LLC, Managing Partner

By: Beazer Homes, LLC, Managing Member

By: _____

(Signature)

RYAN SMITH

(Printed Name)

Its: _____

(Title)

STATE OF Indiana)
) SS:
COUNTY OF Madison)

Before me, a Notary Public in and for said County and State, personally appeared Ryan Smith, the PRESIDENT, of Beazer Homes, LLC, Managing Member of Beazer Homes Investments, LLC, Managing Partner of Beazer Homes Indiana LLP, an Indiana limited liability partnership, who having been duly sworn acknowledged the execution of the foregoing for and on behalf of said entities.

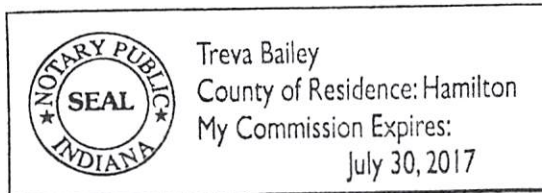
Witness my hand and Notarial Seal this 4 day of June, 2017.

My Commission Expires:

7/30/17

Notary Public Residing in Hamilton County,

(Printed Signature)



H&S, LLC, an Indiana limited liability company

By:

[Signature]
(Signature)

Thomas L. Hefner
(Printed Name)

Its:

Manager
(Title)

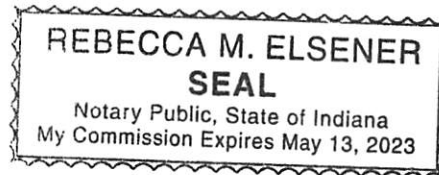
STATE OF Indiana)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Thomas L. Hefner, the Manager of H&S, LLC, an Indiana limited liability company, who having been duly sworn acknowledged the execution of the foregoing for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this 5th day of June, 2017.


My Commission Expires:
05-13-2023

[Signature]
Notary Public Residing in Marion County, Indiana
Rebecca M. Elsener
(Printed Signature)



ZIONSVILLE DEVELOPMENT LLC,
an Indiana limited liability company

By: Hefner Real Estate Development, Inc.,
its Manager

By: 
Thomas L. Hefner, Vice President

STATE OF Indiana)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Thomas L. Hefner, the Vice President of Hefner Real Estate Development, Inc., in its capacity as the Manager of Zionsville Development, LLC, who having been duly sworn acknowledged the execution of the foregoing for and on behalf of said entities.

Witness my hand and Notarial Seal this 5th day of June, 2017.

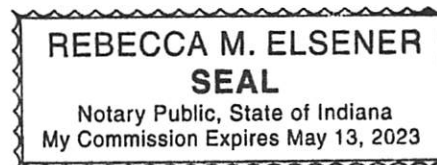
My Commission Expires:

05-13-2023

Rebecca M Elsenner
Notary Public Residing in Marion County, Indiana


(Signature)

BME 3143113v7



HAMPSHIRE HOMEOWNERS ASSOCIATION, INC.,
an Indiana nonprofit corporation

By: _____
(Signature)

RYAN SMITH
(Printed Name)

Its: PRESIDENT
(Title)

STATE OF Indiana
COUNTY OF Martin) SS:

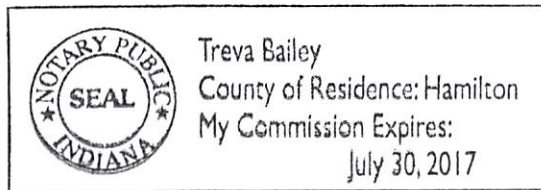
Before me, a Notary Public in and for said County and State, personally appeared Ryan Smith, the PRESIDENT of Hampshire Homeowners Association, Inc., an Indiana nonprofit corporation, who having been duly sworn acknowledged the execution of the foregoing for and on behalf of said corporation.

Witness my hand and Notarial Seal this 4 day of June, 2017.

My Commission Expires: _____

Treva Bailey
Notary Public Residing in _____ County,

Treva Bailey
(Printed Signature)



PEMBERTON HOMEOWNERS ASSOCIATION, INC.,
an Indiana nonprofit corporation

By: _____

(Signature)

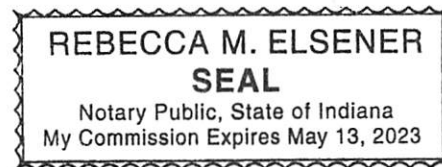
Thomas L. Hefner

(Printed Name)

Its: ~~Manager~~ President

(Title)

STATE OF Indiana) SS:
COUNTY OF Mason)



Before me, a Notary Public in and for said County and State, personally appeared Thomas L. Hefner, the President of Pemberton Homeowners Association, Inc., an Indiana nonprofit corporation, who having been duly sworn acknowledged the execution of the foregoing for and on behalf of said corporation.

Witness my hand and Notarial Seal this 5th day of June, 2017.

My Commission Expires:

05-23-2023

Rebecca M. Elsener

Notary Public Residing in Mason County, Indiana

Rebecca M. Elsener

(Printed Signature)

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Donald E. Williams

This instrument prepared by, and upon recording return to, Donald E. Williams, Attorney-at-Law
Barnes & Thornburg LLP, 11 South Meridian Street, Indianapolis, Indiana 46204.

EXHIBIT A**Hampshire Property****Phase One**

Part of the Northwest and Southwest Quarters of Section 28, Township 18 North, Range 2 East, Eagle Township, Boone County, Indiana, more particularly described as follows:

BEGINNING at the Northwest Corner of the Northwest Quarter of said Section 28, Township 18 North, Range 2 East; thence North 88 degrees 27 minutes 49 seconds East (Basis of Bearings: Indiana State Plane Coordinates, West Zone, NAD83) 652.23 feet along the North Line of said Northwest Quarter; thence South 01 degrees 32 minutes 11 seconds East 40.00 feet perpendicular to said North Line; thence North 88 degrees 27 minutes 49 seconds East 343.97 feet parallel with said North Line; thence South 01 degrees 28 minutes 49 seconds East 424.45 feet; thence North 88 degrees 31 minutes 11 seconds East 167.24 feet; thence South 72 degrees 45 minutes 11 seconds West 116.58 feet; thence South 17 degrees 14 minutes 49 seconds East 220.00 feet; thence South 72 degrees 45 minutes 11 seconds West 49.38 feet; thence South 17 degrees 14 minutes 49 seconds East 161.33 feet to the northern line of the one-hundred-fifty (150) foot-wide Transmission Line Easement ("Transmission Easement") (recorded as Deed Book 191, page 83 and Deed Book 191, page 164 in the Office of the Recorder of Boone County, Indiana); thence South 72 degrees 47 minutes 37 seconds West 287.42 feet along the northern line of said Transmission Easement; thence South 19 degrees 25 minutes 44 seconds West 337.98 feet to the point of curvature of a tangent curve concave to the southeast, said point lying North 70 degrees 34 minutes 16 seconds West 470.00 feet from the radius point thereof; thence southwesterly 34.94 feet along said curve to a point lying North 74 degrees 49 minutes 49 seconds West 470.00 feet from said radius point on the southern line of the one-hundred-fifty (150) foot-wide PSI Energy Easement ("PSI Easement") (recorded as Instrument Number 0508964 in said Recorder's Office); thence North 72 degrees 47 minutes 37 seconds East 1683.44 feet along the southern line of said PSI Easement to the eastern line of the 79.617-acre (measured) 79.550 acres (deed) tract of land granted to H & S, LLC ("H & S tract") (recorded as Instrument Number 201300001580 in said Recorder's Office) (the following four courses are along the boundary of said H & S tract); (one) South 42 degrees 32 minutes 33 seconds West 462.34 feet; (two) South 39 degrees 04 minutes 58 seconds West 194.37 feet; (three) South 84 degrees 06 minutes 41 seconds West 117.04 feet; (four) South 88 degrees 57 minutes 01 seconds West 207.89 feet; thence South 01 degrees 09 minutes 38 seconds East 1309.04 feet to the North Line of the Southwest Quarter of said Section 28; thence North 88 degrees 24 minutes 44 seconds East 103.94 feet along said North Line to the approximate eastern line of a fifty-foot-wide pipeline easement ("easement") (recorded as Deed Book 160, page 233 in said Recorder's Office) (the following five courses are along the approximate eastern line of said easement); (one) South 36 degrees 01 minutes 17 seconds East 29.35 feet; (two) South 36 degrees 43 minutes 04 seconds East 109.77 feet; (three) South 36 degrees 52 minutes 43 seconds East 105.18 feet; (four) South 36 degrees 42 minutes 03 seconds East 95.37 feet; (five) South 36 degrees 38 minutes 55 seconds East 32.02 feet; thence South 22 degrees 38 minutes 52 seconds West 206.75 feet to the point of curvature of a tangent curve concave to the east, said point lying North 67 degrees 21 minutes 08 seconds West 330.00 feet from the radius point thereof; thence southerly 134.19 feet along said curve

to its point of tangency, said point lying South 89 degrees 20 minutes 54 seconds West 330.00 feet from said radius point; thence South 00 degrees 39 minutes 06 seconds East 199.10 feet to the point of curvature of a tangent curve concave to the northwest, said point lying North 89 degrees 20 minutes 54 seconds East 270.00 feet from the radius point thereof; thence southerly and southwesterly 163.86 feet along said curve to a point lying South 55 degrees 52 minutes 47 seconds East 270.00 feet from said radius point; thence South 55 degrees 52 minutes 47 seconds East 60.00 feet to the point of curvature of a non-tangent curve concave to the northwest, said point lying South 55 degrees 52 minutes 47 seconds East 330.00 feet from the radius point thereof; thence southwesterly 86.60 feet along said curve to its point of tangency, said point lying South 40 degrees 50 minutes 35 seconds East 330.00 from said radius point; thence South 49 degrees 09 minutes 25 seconds West 75.78 feet to the point of curvature of a tangent curve concave to the east, said point lying North 40 degrees 50 minutes 35 seconds West 25.00 feet from the radius point thereof; thence southwesterly, southerly and southeasterly 39.27 feet along said curve to its point of tangency, said point lying South 49 degrees 09 minutes 25 seconds West 25.00 feet from said radius point; thence South 40 degrees 50 minutes 35 seconds East 134.85 feet to the approximate northwestern line of a one-hundred-foot-wide gas line easement ("gas easement") (recorded as Deed Book 155, page 527 and modified by Instrument Number 200700008726 in said Recorder's Office) (the following two courses are along the approximate northwestern line of said gas easement); (one) South 49 degrees 08 minutes 06 seconds West 175.00 feet; (two) South 49 degrees 10 minutes 30 seconds West 245.21 feet; thence South 69 degrees 50 minutes 20 seconds West 162.84 feet; thence South 22 degrees 21 minutes 41 seconds West 130.94 feet; thence South 49 degrees 17 minutes 58 seconds West 283.07 feet; thence South 49 degrees 35 minutes 13 seconds West 166.30 feet; thence South 19 degrees 21 minutes 01 seconds West 47.69 feet; thence South 70 degrees 38 minutes 59 seconds East 138.15 feet; thence South 19 degrees 21 minutes 01 seconds West 55.00 feet to the centerline of Zionsville (Whitestown) Road; thence North 70 degrees 38 minutes 59 seconds West 547.13 feet along said centerline; thence North 70 degrees 46 minutes 41 seconds West 63.04 feet along said centerline; thence North 19 degrees 13 minutes 19 seconds East 103.71 feet perpendicular to said centerline; thence North 49 degrees 12 minutes 37 seconds East 502.71 feet; thence North 86 degrees 20 minutes 59 seconds East 29.71 feet; thence North 05 degrees 59 minutes 37 seconds East 203.92 feet; thence South 84 degrees 00 minutes 23 seconds East 35.85 feet; thence North 00 degrees 39 minutes 06 seconds West 205.59 feet; thence North 89 degrees 31 minutes 13 seconds East 458.74 feet; thence North 22 degrees 24 minutes 55 seconds West 116.26 feet; thence North 14 degrees 55 minutes 32 seconds West 116.26 feet; thence North 07 degrees 26 minutes 10 seconds West 116.26 feet; thence North 01 degrees 22 minutes 32 seconds West 106.99 feet; thence North 01 degrees 08 minutes 12 seconds West 20.00 feet; thence North 00 degrees 53 minutes 52 seconds West 96.43 feet; thence North 06 degrees 52 minutes 59 seconds West 92.52 feet; thence North 12 degrees 57 minutes 23 seconds West 95.48 feet; thence North 14 degrees 07 minutes 00 seconds West 100.00 feet; thence North 12 degrees 12 minutes 17 seconds West 120.22 feet; thence North 11 degrees 17 minutes 31 seconds West 66.53 feet; thence North 01 degrees 12 minutes 40 seconds West 129.03 feet; thence North 88 degrees 47 minutes 20 seconds East 54.48 feet; thence North 01 degrees 12 minutes 40 seconds West 160.00 feet; thence North 88 degrees 47 minutes 20 seconds East 97.06 feet to the point of curvature of a non-tangent curve concave to the southwest, said point lying North 74 degrees 51 minutes 31 seconds East 270.00 feet from the radius point thereof; thence northerly and northwesterly 216.54 feet along said curve to a point lying North 28 degrees 54 minutes 27 seconds

East 270.00 feet from said radius point; thence North 28 degrees 54 minutes 27 seconds East 60.00 feet to the point of curvature of a non-tangent curve concave to the north, said point lying South 28 degrees 54 minutes 27 seconds West 25.00 feet from the radius point thereof; thence easterly, northeasterly and northerly 35.88 feet along said curve to its point of tangency, said point lying South 53 degrees 19 minutes 20 seconds East 25.00 feet from said radius point; thence North 36 degrees 40 minutes 40 seconds East 14.02 feet to the point of curvature of a tangent curve concave to the northwest, said point lying South 53 degrees 19 minutes 20 seconds East 300.00 feet from the radius point thereof; thence northeasterly 1.80 feet along said curve to a point lying South 53 degrees 39 minutes 56 seconds East 300.00 feet from said radius point, said point lying on the approximate southwestern line of a fifty-foot-wide pipe line easement ("pipe line easement") (recorded as Deed Book 160, page 231 in said Recorder's Office) (the following ten courses are along the approximate western line of said pipe line easement); (one) North 36 degrees 49 minutes 09 seconds West 64.05 feet; (two) North 36 degrees 40 minutes 59 seconds West 88.34 feet; (three) North 36 degrees 33 minutes 17 seconds West 42.89 feet; (four) North 36 degrees 29 minutes 08 seconds West 88.31 feet; (five) North 36 degrees 37 minutes 15 seconds West 82.11 feet; (six) North 36 degrees 32 minutes 00 seconds West 83.92 feet; (seven) North 36 degrees 43 minutes 31 seconds West 81.24 feet; (eight) North 36 degrees 58 minutes 27 seconds West 72.74 feet; (nine) North 36 degrees 32 minutes 23 seconds West 81.86 feet; (ten) North 36 degrees 39 minutes 01 seconds West 20.41 feet; thence South 62 degrees 11 minutes 22 seconds West 215.42 feet; thence South 89 degrees 34 minutes 13 seconds West 234.96 feet to the eastern line of the tract of land granted to Julian and Darcie Stansinic ("Stansinic tract") (recorded as Instrument Number 200500512929 in said Recorder's Office); thence North 00 degrees 22 minutes 46 seconds West 305.19 feet along the eastern line of said Stansinic tract and the eastern line the tract of land granted to David H. Meyer ("Meyer tract") (recorded as Instrument Number 9605823 in the Office of the Recorder of Boone County, Indiana) to the northeastern corner of said Meyer tract; thence South 89 degrees 44 minutes 48 seconds West 460.00 feet along the northern line of said Meyer tract to the northwestern corner thereof, said corner lying on the West Line of the Northwest Quarter of said Section 28; thence North 00 degrees 22 minutes 46 seconds West 1385.25 feet along said West Line to the POINT OF BEGINNING, containing 81.526 acres, more or less.

Phase Two North

Part of the Southwest Quarter of the Southwest Quarter of Section 21 and part of the North Half of the Northwest Quarter of Section 28, all in Township 18 North, Range 2 East of the Second Principal Meridian, Eagle Township, Boone County, Indiana, more particularly described as follows:

Commencing at the Southwest Corner of the Southwest Quarter of said Section 21, Township 18 North, Range 2 East; thence North 88 degrees 27 minutes 49 seconds East (Basis of Bearings: Indiana State Plane Coordinates, West Zone, NAD83) 237.83 feet (236 feet – Deed) along the South Line of said Southwest Quarter to the POINT OF BEGINNING of this description, being the southeastern corner of the 1.64-acre tract of land granted to Alan A. & Erin M. Vonderheide (recorded as Instrument Number 201000006716 in the Office of the Recorder) (the following two (2) courses are along the boundary of said Vonderheide tract); (one) North 00 degrees 46 minutes 50 seconds West 297.36 feet (296 feet – Deed); (two) North 87 degrees 49 minutes 30 seconds West 237.59 feet (236.15 feet – Deed) to the West

Line of said Southwest Quarter; thence North 00 degrees 41 minutes 01 seconds West 563.99 feet along said West Line to the northeastern right-of-way line of the abandoned C. C. C. & St. Louis Railroad; thence South 64 degrees 27 minutes 15 seconds East 1490.23 feet to the western line of the 10.000-acre tract of land granted to Darrin A. and Martina M. Goodwin (recorded as Instrument Number 97118606 in said Recorder's Office); thence South 00 degrees 33 minutes 29 seconds East 198.21 feet (198.19 feet – Deed) along said western line to the North Line of said Northwest Quarter; thence North 88 degrees 27 minutes 49 seconds East 114.88 feet along said North Line to the northwestern corner of the 3.038-acre tract of land granted to Zionsville Community Schools Building Corporation ("School tract") (recorded as Instrument Number 200800007532 in said Recorder's Office) (the following seven (7) courses are along the boundary of said School tract); (one) South 01 degrees 32 minutes 11 seconds East 78.88 feet; (two) South 36 degrees 17 minutes 35 seconds East 98.59 feet; (three) South 54 degrees 41 minutes 11 seconds East 70.24 feet; (four) North 88 degrees 27 minutes 49 seconds East 244.27 feet; (five) South 64 degrees 31 minutes 27 seconds East 609.84 feet; (six) South 36 degrees 14 minutes 35 seconds East 138.66 feet; (seven) South 23 degrees 05 minutes 54 seconds East 125.21 feet (125.36 feet – Deed) to an eastern line of the 79.550-acre tract of land granted to H & S, LLC ("Grantor") (recorded as Instrument Number 201300001580 in said Recorder's Office) (the following two (2) courses are along the boundary of said Grantor); (one) South 47 degrees 53 minutes 15 seconds West 180.92 feet (176.89 feet – Deed); (two) South 42 degrees 32 minutes 33 seconds West 29.42 feet to the eastern tip of the 81.526-acre tract of land granted to Beazer Homes Indiana LLP ("Takedown One") (recorded as Instrument Number 201500009335 in said Recorder's Office) (all of the remaining courses are along the boundary of said Takedown One); South 72 degrees 47 minutes 37 seconds West 1683.44 feet to the point of curvature of a non-tangent curve concave to the southeast, said point lying North 74 degrees 49 minutes 49 seconds West 470.00 feet from the radius point thereof; northerly 34.94 feet along said curve to its point of tangency, said point lying North 70 degrees 34 minutes 16 seconds West 470.00 feet from said radius point; North 19 degrees 25 minutes 44 seconds East 337.98 feet; North 72 degrees 47 minutes 37 seconds East 287.42 feet; North 17 degrees 14 minutes 49 seconds West 161.33 feet; North 72 degrees 45 minutes 11 seconds East 49.38 feet; North 17 degrees 14 minutes 49 seconds West 220.00 feet; North 72 degrees 45 minutes 11 seconds East 116.58 feet; South 88 degrees 31 minutes 11 seconds West 167.24 feet; North 01 degrees 28 minutes 49 seconds West 424.45 feet to a point lying 40.00 feet (measured southerly in a perpendicular direction) from the North Line of said Northwest Quarter; South 88 degrees 27 minutes 49 seconds West 343.97 feet parallel with said North Line; North 01 degrees 32 minutes 11 seconds West 40.00 feet perpendicular to said North Line to a point thereon; South 88 degrees 27 minutes 49 seconds West 414.41 feet along said North Line to the POINT OF BEGINNING, containing 42.711 acres, more or less.

Phase Two South

Part of the Northwest and Southwest Quarters of Section 28, all in Township 18 North, Range 2 East of the Second Principal Meridian, Eagle Township, Boone County, Indiana, more particularly described as follows:

Commencing at the Southwest Corner of the Northwest Quarter of said Section 28, Township 18 North, Range 2 East; thence North 00 degrees 22 minutes 46 seconds West (Basis of Bearings: Indiana State

Plane Coordinates, West Zone, NAD83) 8.83 feet along the West Line of said Northwest Quarter to the POINT OF BEGINNING of this description; thence continue North 00 degrees 22 minutes 46 seconds West 676.43 feet along said West Line to the southwestern corner of the tract of land granted to Julian and Darcie Stansinic ("Stansinic tract") (recorded as Instrument Number 200500512929 in said Recorder's Office); thence North 89 degrees 44 minutes 48 seconds East 460.00 feet along the southern line of said Stansinic tract to the southeastern corner thereof; thence North 00 degrees 22 minutes 46 seconds West 270.31 feet along the eastern line of said Stansinic tract to a southern line of the 81.256-acre tract of land granted to Beazer Homes Indiana LLP ("Takedown One") (recorded as Instrument Number 201500009335 in said Recorder's Office) (the following twenty-one (21) courses are along the boundary of said Takedown One); (1) North 89 degrees 34 minutes 13 seconds East 234.96 feet; (2) North 62 degrees 11 minutes 22 seconds East 215.42 feet; (3) South 36 degrees 39 minutes 01 seconds East 20.41 feet; (4) South 36 degrees 32 minutes 23 seconds East 81.86 feet; (5) South 36 degrees 58 minutes 27 seconds East 72.74 feet; (6) South 36 degrees 43 minutes 31 seconds East 81.24 feet; (7) South 36 degrees 32 minutes 00 seconds East 83.92 feet; (8) South 36 degrees 37 minutes 15 seconds East 82.11 feet; (9) South 36 degrees 29 minutes 08 seconds East 88.31 feet; (10) South 36 degrees 33 minutes 17 seconds East 42.89 feet; (11) South 36 degrees 40 minutes 59 seconds East 88.34 feet; (12) South 36 degrees 49 minutes 09 seconds East 64.05 feet to the point of curvature of a non-tangent curve concave to the northwest, said point lying South 53 degrees 39 minutes 56 seconds East 300.00 feet from the radius point thereof; (13) southwesterly 1.80 feet along said curve to its point of tangency, said point lying South 53 degrees 19 minutes 20 seconds East 300.00 feet from said radius point; (14) South 36 degrees 40 minutes 40 seconds West 14.02 feet to the point of curvature of a tangent curve concave to the north, said point lying South 53 degrees 19 minutes 20 seconds East 25.00 feet from the radius point thereof; (15) southwesterly, westerly and northwesterly 35.88 feet along said curve to a point lying South 28 degrees 54 minutes 27 seconds West 25.00 feet from said radius point; (16) South 28 degrees 54 minutes 27 seconds West 60.00 feet to the point of curvature of a non-tangent curve concave to the southwest, said point lying North 28 degrees 54 minutes 27 seconds East 270.00 feet from the radius point thereof; (17) southeasterly 216.54 feet along said curve to a point lying North 74 degrees 51 minutes 31 seconds East 270.00 feet from said radius point; (18) South 88 degrees 47 minutes 20 seconds West 97.06 feet; (19) South 01 degrees 12 minutes 40 seconds East 160.00 feet; (20) South 88 degrees 47 minutes 20 seconds West 54.48 feet; (21) South 01 degrees 12 minutes 40 seconds East 60.00 feet; thence South 88 degrees 48 minutes 08 seconds West 615.48 feet to the point of curvature of a tangent curve concave to the southeast, said point lying North 01 degrees 11 minutes 52 seconds West 25.00 feet from the radius point thereof; thence westerly, southwesterly and southerly 40.03 feet along said curve to a point lying South 87 degrees 03 minutes 10 seconds West 25.00 feet from said radius point; thence South 87 degrees 03 minutes 10 seconds West 60.00 feet to the point of curvature of a non-tangent curve concave to the east, said point lying South 87 degrees 03 minutes 10 seconds West 530.00 feet from the radius point thereof; thence northerly 25.01 feet along said curve to a point lying South 89 degrees 45 minutes 25 seconds West 530.00 feet from said radius point; thence South 89 degrees 17 minutes 18 seconds West 512.91 feet to the POINT OF BEGINNING, containing 23.433 acres, more or less.

EXHIBIT B**Phase I Pemberton Property**

Part of the Southwest Quarter of Section 28, and part of the Northwest Quarter of Section 22, both in Township 18 North, Range 2 East, Eagle Township, Boone County, Indiana and being more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of said Section 22 and being also the Northwest corner of the Northwest Quarter of said Section 33; thence South 00 degrees 18 minutes 52 seconds East (bearings are based on Warranty Deed, recorded as Instrument Number 9803609 in the Office of the Boone County Recorder) along the West line of the Northwest Quarter of said Northwest Quarter a distance of 1318.04 feet to the **POINT OF BEGINNING**; thence North 89 degrees 41 minutes 08 seconds East 265.00 feet; thence South 00 degrees 18 minutes 52 seconds East 1.50 feet to a tangent curve to the left and from which the radius point bears North 89 degrees 41 minutes 08 seconds East; thence southerly, southeasterly, and easterly along said curve an arc distance of 42.50 feet to a point from which the radius point bears North 07 degrees 42 minutes 44 seconds West, and being a point of compound curvature, said curve having a radius of 25.00 feet; thence easterly along said compound curve an arc distance of 51.56 feet to a point from which the radius point bears North 18 degrees 39 minutes 13 seconds West, said curve having a radius of 270.00 feet; thence South 18 degrees 39 minutes 13 seconds East 221.94 feet; thence North 76 degrees 09 minutes 55 seconds East 78.05 feet; thence North 48 degrees 41 minutes 52 seconds East 768.66 feet to a non tangent curve to the left and from which the radius point bears South 74 degrees 02 minutes 28 seconds West; thence northwesterly along said curve an arc distance of 165.25 feet to a point from which the radius point bears South 19 degrees 56 minutes 13 seconds West, said curve having a radius of 175.00 feet; thence North 70 degrees 03 minutes 47 seconds West 53.17 feet; thence North 19 degrees 56 minutes 13 seconds East 220.00 feet; thence North 70 degrees 03 minutes 47 seconds West 500.00 feet; thence North 23 degrees 14 minutes 40 seconds West 123.42 feet; thence North 70 degrees 03 minutes 47 seconds West 204.67 feet; thence South 64 degrees 48 minutes 33 seconds West 80.59 feet; thence North 00 degrees 14 minutes 43 seconds West 465.71 feet; thence North 19 degrees 56 minutes 13 seconds East 55.00 feet to the centerline of Zionsville Road (also known as Whitestown Road); thence South 70 degrees 03 minutes 47 seconds East along said centerline 1195.12 feet to the East line of the Southwest Quarter of the Southwest Quarter of said Section 28; thence South 00 degrees 11 minutes 34 seconds East along said East line 379.21 feet to the Northwest Corner of the Northeast Quarter of the Northwest Quarter of said Section 33; thence South 00 degrees 22 minutes 18 seconds East along the East line of the Northeast Quarter of said Northwest Quarter a distance of 1198.52 feet; thence South 88 degrees 57 minutes 54 seconds West 364.23 feet; thence South 00 degrees 21 minutes 44 seconds East 119.64 feet to the South line of the Northwest Quarter of the Northwest Quarter of said Section 33; thence South 88 degrees 57 minutes 54 seconds West along said South line 982.56 feet to the Southwest corner of the Northwest Quarter of said Northwest Quarter; thence North 00 degrees 18 minutes 52 seconds West along the West line of the Northwest Quarter of said Northwest Quarter 648.27 feet to the Point of Beginning and containing 37.128 acres more or less.

Subject to a gas line easement in favor of Country Mark recorded in Deed Record Book 155, page 526 (Inst. No. 200700008725) in the Office of the Boone County Recorder.

Subject to a Power Transmission Line easement in favor of Duke Energy recorded as Instrument No. 0508964 in the Office of the Boone County Recorder.

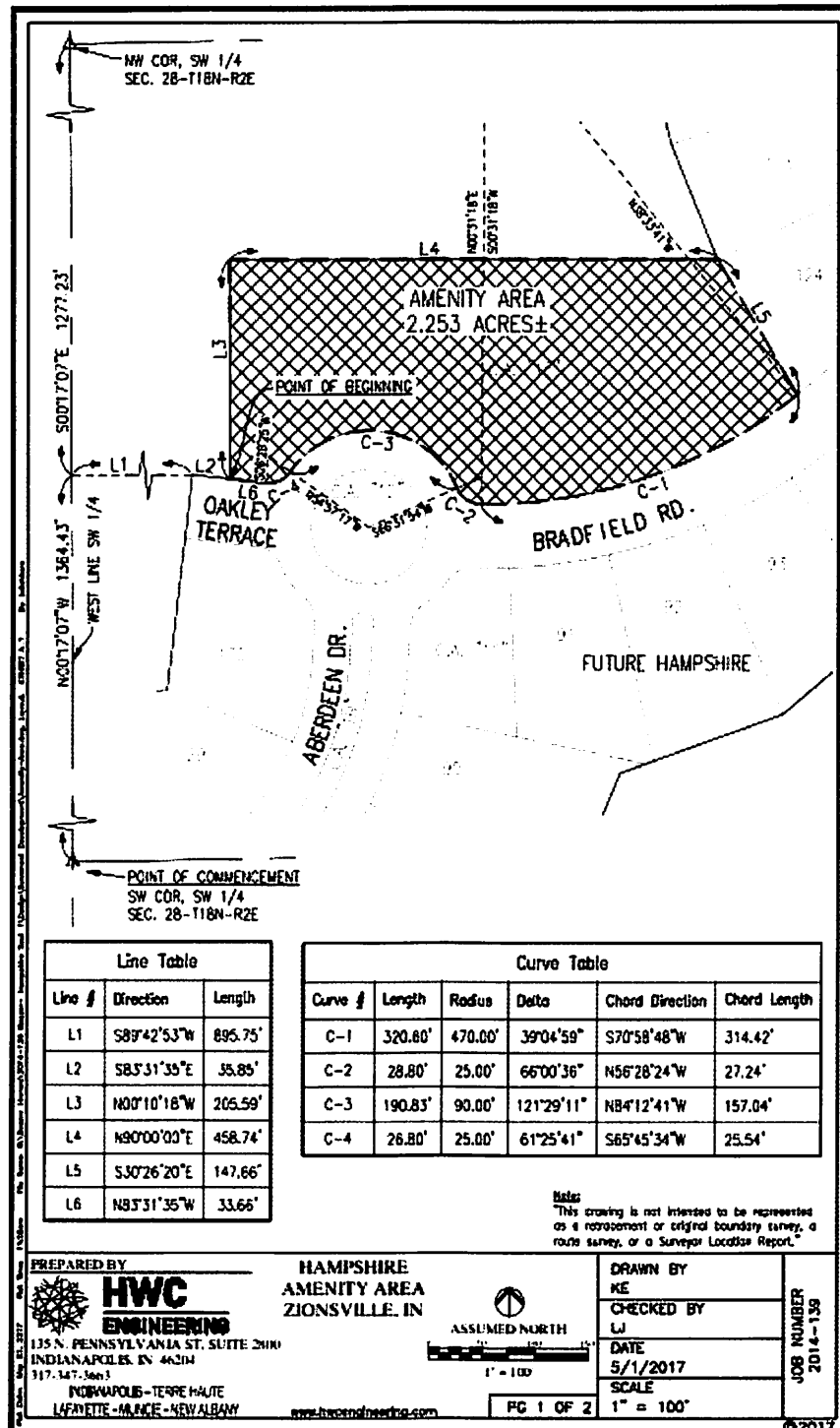
EXHIBIT C**Phase II Pemberton Property**

Part of the Southwest Quarter of Section 28, and part of the Northwest Quarter of Section 22, both in Township 18 North, Range 2 East, Eagle Township, Boone County, Indiana and being more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of said Section 22 and being also the Northwest corner of the Northwest Quarter of said Section 33; thence South 00 degrees 18 minutes 52 seconds East (bearings are based on Warranty Deed, recorded as Instrument Number 9803609 in the Office of the Boone County Recorder) along the West line of the Northwest Quarter of said Northwest Quarter a distance of 1318.04 feet to the **POINT OF BEGINNING**; thence North 89 degrees 41 minutes 08 seconds East 265.00 feet; thence South 00 degrees 18 minutes 52 seconds East 1.50 feet to a tangent curve to the left and from which the radius point bears North 89 degrees 41 minutes 08 seconds East; thence southerly, southeasterly, and easterly along said curve an arc distance of 42.50 feet to a point from which the radius point bears North 07 degrees 42 minutes 44 seconds West, and being a point of compound curvature, said curve having a radius of 25.00 feet; thence easterly along said compound curve an arc distance of 51.56 feet to a point from which the radius point bears North 18 degrees 39 minutes 13 seconds West, said curve having a radius of 270.00 feet; thence South 18 degrees 39 minutes 13 seconds East 221.94 feet; thence North 76 degrees 09 minutes 55 seconds East 78.05 feet; thence North 48 degrees 41 minutes 52 seconds East 768.66 feet to a non tangent curve to the left and from which the radius point bears South 74 degrees 02 minutes 28 seconds West; thence northwesterly along said curve an arc distance of 165.25 feet to a point from which the radius point bears South 19 degrees 56 minutes 13 seconds West, said curve having a radius of 175.00 feet; thence North 70 degrees 03 minutes 47 seconds West 53.17 feet; thence North 19 degrees 56 minutes 13 seconds East 220.00 feet; thence North 70 degrees 03 minutes 47 seconds West 500.00 feet; thence North 23 degrees 14 minutes 40 seconds West 123.42 feet; thence North 70 degrees 03 minutes 47 seconds West 204.67 feet; thence South 64 degrees 48 minutes 33 seconds West 80.59 feet; thence North 00 degrees 14 minutes 43 seconds West 465.71 feet; thence North 19 degrees 56 minutes 13 seconds East 55.00 feet to the centerline of Zionsville Road (also known as Whitestown Road); thence North 70 degrees 03 minutes 47 seconds West along said centerline 445.95 feet to the West line of the Southwest Quarter of the Southwest Quarter of said Section 28; thence South 00 degrees 14 minutes 43 seconds West along said West line 892.53 feet to the Point of Beginning and containing 22.245 acres more or less.

Subject to a gas line easement in favor of Country Mark recorded in Deed Record Book 155, page 526 (Inst. No. 200700008725) in the Office of the Boone County Recorder.

Subject to a Power Transmission Line easement in favor of Duke Energy recorded as Instrument No. 0508964 in the Office of the Boone County Recorder.

EXHIBIT D**Depiction and Description of Recreational Facilities**

Amenity Area:

A part of the Southwest Quarter of Section 28, Township 18 North, Range 2 East of the Second Principal Meridian, in Eagle Township, Boone County, Indiana, being described as follows:

COMMENCING at the Southwest Corner of said quarter section; thence North 00 degrees 17 minutes 07 seconds West (assumed bearing) along the west line of said quarter section a distance of 1364.43 feet; thence North 89 degrees 42 minutes 53 seconds East a distance of 895.75 feet to a westerly corner of an 81.526-acre tract of land described in Instrument Number 201500009335 in the Office of the Recorder of Boone County, Indiana, and the following three (3) courses being along the northerly and westerly lines of said tract; (1) thence South 83 degrees 31 minutes 35 seconds East a distance of 35.85 feet to the POINT OF BEGINNING; (2) thence North 00 degrees 10 minutes 18 seconds West a distance of 205.59 feet; (3) thence North 90 degrees 00 minutes 00 seconds East a distance of 458.74 feet; thence South 30 degrees 26 minutes 20 seconds East a distance of 147.66 feet to a point on a non-tangent curve having a radius of 470.00 feet, the radius point of which bears North 38 degrees 33 minutes 41 seconds West; thence westerly along said curve an arc distance of 320.60 feet to a point South 00 degrees 31 minutes 18 seconds West from said radius point to a point on a compound curve having a radius of 25.00 feet, the radius point of which bears North 00 degrees 31 minutes 18 seconds East; thence northwesterly along said curve an arc distance of 28.80 feet to a point which bears South 66 degrees 31 minutes 54 seconds West from said radius point to a point on a reverse curve having a radius of 90.00 feet, the radius point of which bears South 66 degrees 31 minutes 54 seconds West; thence westerly along said curve an arc distance of 190.83 feet to a point which bears North 54 degrees 57 minutes 17 seconds West from said radius point to a point on a reverse curve having a radius of 25.00 feet, the radius point of which bears North 54 degrees 57 minutes 17 seconds West; thence southwesterly along said curve an arc distance of 26.80 feet to a point which bears South 06 degrees 28 minutes 25 seconds West from said radius point; thence North 83 degrees 31 minutes 35 seconds West a distance of 33.66 feet to the POINT OF BEGINNING, containing 2.253 acres, more or less.
