

NO. 1

PLAT

Scale for Section { Each side large squares, 660 Ft.--1 Inch 80 rods 1320 feet 1/8 Inch--82 1/2 Ft. Area of square 40 acres

Locating Land of Robert O. Meyer & Geneva H. Meyer (husband & wife)

In Hendricks

County

Indiana

Section 17

Township

15 North

Range 2 East

10

Acres

Taylor, Taylor & Taylor

Abstracts of Title

To Real Estate In

Hendricks County Indiana

DANVILLE,

INDIANA

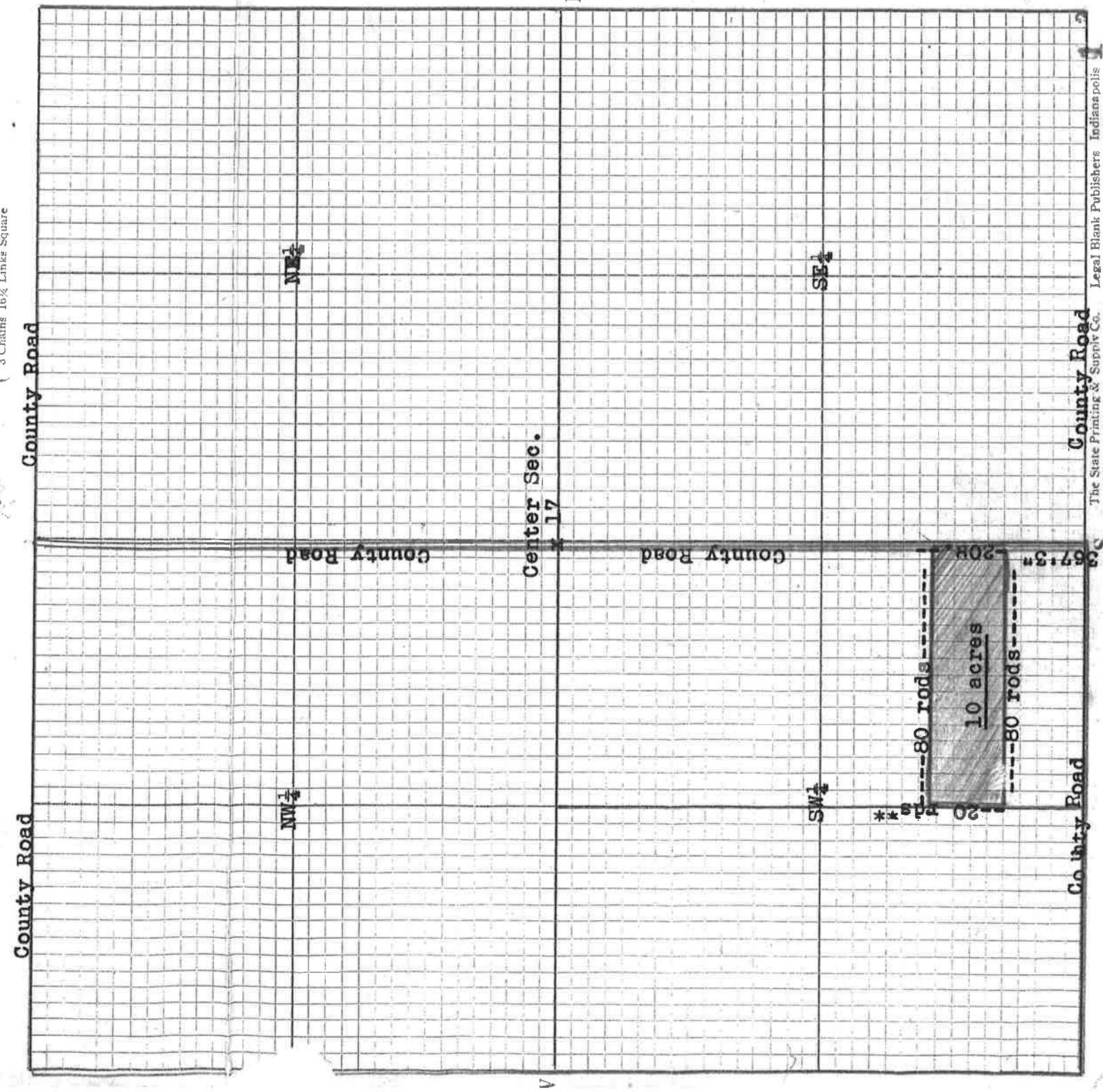
Table of Measurements

LINEAR { 16 1/2 Feet--1 Rod 80 Rods--1/4 Mile 160 Rods--1/2 Mile 320 Rods--1 Mile 6280 Feet--1 Mile 7.92 Inches--1 Link 100 Links 66 Feet 4 Rods 80 Chains--1 Mile

Squares,

272 1/2 Square Feet--1 Square Rod 160 Square Rods--43,560 Square Feet 1--Acre 640 Acres--1 Square Mile 1 Section

1 Square Acre is { 12.65 Rods Square 208 Feet 8 1/2 Inches Square 3 Chains 16 1/4 Links Square



County Road

County Road

ROBERT O MEYER & GENEVA H. MEYER,
husband and wife

NO. 2

AN ABSTRACT of title to the following described Real Estate
in Hendricks County in the State of Indiana, as follows, to-wit:

A part of the East half of the Southwest quarter of Section 17,
Township 15 North of Range 2 East, described as follows, to-wit: Beginning at a point 367 feet and 3 inches North from the Southeast corner of said half quarter section, and running thence North 20 rods; thence West 80 rods to the west line of said tract; thence South 20 rods; thence East 80 rods to the place of beginning, estimated to contain 10 acres, more or less.

* * * * *

United States

No. 3 To

William Lacy

Entry

Dated January 18, 1826

Entry Book

Hendricks County Records

The East half of the Southwest quarter of Section 171 Township
15 North of Range 2 East, 80 acres.

United States

No. 4 To

William Lacy

Patent

Dated August 10, 1826

Recorded January 25, 1912

Used Record 110 page 346

Hendricks County Records.

The United States of America:

To all to whom these presents shall come, greeting;

Whereas, William Lacy of Wayne Co., Indiana has deposited in the General Land office of the United States, a certificate of the register of the land office at Indianapolis whereby it appears that full payment had been made by the said William Lacy according to the provisions of the Act of Congress of the 24th of April 1820, entitled, "An Act making further provision for the sale of the Public lands", for the East half of the South West quarter of Section 171 in Township 15 North of Range 2 East, in the district of lands offered for sale at Indianapolis, Indiana, containing 80 acres, according to the official plat of the survey of the said lands, returned to the general Land Office by the Surveyor General, which said tract has been purchased by the said William Lacy. et c....

Given under my hand at the City of Washington, the 10th day of August in the year of our Lord, 1826 and of the Independence of the United States the 51st.

By the President, J.Q.A.

G.C. Commissioner of the General Land Office.

William Lacy and Tabitha Lacy
his wife

No. 5 To
James Comer

Warranty Deed

Dated June 8, 1831

Recorded March 30, 1835

Deed Record 3 page 316

Hendricks County Records

Consideration \$110.00

William Lacy and Tabitha his wife have granted, bargained and sold and by these presents do grant, bargain and sell to James Comer, the following described real estate in Hendricks County, in the State of Indiana, to-wit: The East half of the South West quarter of Section 17 Township 15 North of Range 2 East, in the district of lands offered for sale at Indianapolis, Indiana, containing 80 acres.

(Covenants of warranty follows);

Signed and sealed by

William Lacy (seal)
her
Tabitha x Lacy (seal)
mark

Acknowledged June 8, 1831 by William Lacy and Tabitha his wife,
and separate examination of wife, before

(SEAL)

Joseph Curtis, J.P.

Wayne County, Indiana.

(Certificate attached by the Clerk of the Wayne Circuit Court certifying that the above Justice of the Peace was duly elected Commissioner and qualified on the date of the above acknowledgement.)

Jeremiah Johnson and
Susannah Johnson, his wife
No. 6 To
Isaac Hawkins

Warranty Deed
Dated September 10, 1849
Recorded December 27, 1851
Deed Record 15, page 48
Hendricks County Records
Consideration \$ 2300.00

Jeremiah Johnson, has granted, bargained and sold and by these presents do grant, bargain, alien, sell, convey and confirm unto Isaac Hawkins his heirs and assigns forever all the following described piece or parcel of land, to-wit: The East half of the South West quarter of Section 17 Township 15 North of Range 2 East, (together with other lands not included in this abstract).

(Covenants of warranty follows:)

In witness whereof the said Jeremiah Johnson and Susannah Johnson his wife who hereby relinquishes her said right of dower to the above described premises, have hereunto set their hands and seals.

Jeremiah Johnson (seal)
Susannah Johnson (seal)

Acknowledged September 10, 1849 by Jeremiah Johnson and
Susannah Johnson, his wife, and separate examination of wife, before
(SEAL) Lindsey Blair, M.P.
Hendricks County, Indiana.

Isaac Hawkins and Ann Hawkins

Warranty Deed

No. 7

To

George W. Johnson

Dated December 18, 1854

Recorded February 27, 1855

Deed Record 18 page 378

Hendricks County Records

Consideration \$3200.00

Isaac Hawkins and Ann Hawkins do hereby bargain, sell and convey to the said George W. Johnson, his heirs and assigns forever the following real estate in Hendricks County and State of Indiana, and described as follows, to-wit: The East half of the South West quarter of Section 17 and 20 acres off of the North end of the East half of the South East quarter of Section 18 and 20 acres off of the North end of the West half of the South West quarter of said Section 17 all in Township 15 North of Range 2 East. (Together with other lands not included in this abstract).

(Covenants of warranty follows).

Signed and sealed by

Isaac Hawkins

(seal)

Ann Hawkins

(seal)

Acknowledged December 18, 1854 by Isaac Hawkins and Ann Hawkins

Before

(SEAL)

Seth Hurin, J.P.

Hendricks County, Indiana.

* * * * *

George W. Johnson and

Ann Johnson, his wife

Warranty Deed

Dated February 28, 1857

No. 8 To

Recorded April 5, 1857

John W. Gladden

Deed Record 21 page 23

Hendricks County Records

Consideration \$5600.00

George W. Johnson and Ann Johnson his wife convey and warrant to John W. Gladden the following real estate in Hendricks County and State of Indiana, to-wit: The East half of the South West quarter of Section 17, Township 15 North of Range 2 East, (together with other lands not included in this abstract).

Signed and sealed by

G.W. Johnson

(seal)

Ann Johnson

(seal)

Acknowledged February 28, 1857 by
his wife before (SEAL)

George W. Johnson and Ann Johnson
Seth Hurin J.P.

(seal)

(seal)

John W. Gladden and
Mary M. Gladden his wife
No. 9 To
Elihu Spray

Warranty Deed
Dated January 15, 1858
Recorded February 12, 1858
Deed Record 21 page 413
Hendricks County Records
Consideration \$ 5 800.00

John W. Gladden and Mary M. Gladden his wife Convey and Warrant
to Elihu Spray the following real estate in Hendricks County and
State of Indiana, to-wit: The East half of the South West quarter of
Section 17, Township 15 North of Range 2 East, (together with other lands
not included in this abstract).

Signed and sealed by John W. Gladden (seal)
 Mary M. Gladden (seal)

Acknowledged January 15 1858 by John W. Gladden and Mary
M. Gladden his wife, before
(SEAL) Seth Hurin, N.P.
 Hendricks County, Indiana.

* * * * *

Elihu Spray and
Hannah Spray, his wife
No. 10 To
Charles Mills

Warranty Deed
Dated December 27, 1862
Recorded (Date not given)
Deed Record 25 page 458
Hendricks County Records
Consideration \$4800.00

Elihu Spray and Hannah Spray his wife convey and warrant to
Charles Mills the following real estate in Hendricks County and
State of Indiana, to-wit: The East half of the South West quarter of
Section 17, Township 15 North of Range 2 East, (together with other lands
not included in this abstract).

Signed and sealed by Elihu Spray (seal)
 Hannah Spray (seal)

Acknowledged December 27, 1862 by Elihu Spray and Hannah Spray
his wife, before (SEAL) Seth Hurin, J.P.
 Hendricks County, Indiana.

Charles Mills, unmarried

No. 11 To

William H. Mattern

Warranty Deed

Dated May 1, 1903

Recorded May 6, 1903

Deed Record 94 page 59

Hendricks County Records

Consideration \$ 5800.00

Charles Mills, unmarried convey and Warrant to William H.

Mattern the following real estate in Hendricks County in the State of Indiana, to-wit: The East half of the South west quarter of Section 17 Township 15 North of Range 2 East, containing 80 acres, (together with other lands not included in this abstract).

Signed and sealed by

Charles Mills

(seal)

Acknowledged May 1, 1903 by Charles Mills, unmarried before

(SEAL)

Virgil W. Mendenhall, N.P.

Kiowa County, Kansas.

William H. Mattern and

Laura E. Mattern, his wife

Warranty Deed

Dated February 20, 1904

Recorded February 27, 1904

Deed Record 95 page 229

Hendricks County Records

Consideration \$7000.00

No. 12 To

The Pentecost Bands of the

World

William H. Mattern and Laura E. Mattern his wife convey and warrant to The Pentecost Bands of the world the following real estate in Hendricks County in the State of Indiana, to-wit: The East half of the South west quarter of Section 17, Township 15 North of Range 2 East, 80 acres, more or less, (together with other lands not included in this abstract).

Signed and sealed by

William H. Mattern

(seal)

Laura E. Mattern

(seal)

Acknowledged February 20 1904 by William H. Mattern and Laura E.

Mattern his wife, before

(SEAL)

Addison Ballard, N.P.

Hendricks County, Indiana.

The Pentecost Bands of the

World

No. 13 To

Charles J. Buchanan

Warranty Deed

Dated October 17, 1911

Recorded October 18, 1911

Deed Record 110 page 93

Hendricks County Records

Consideration \$ 18250.00

The Pentecost Bands of the World by Thomas B. Nelson, Flora B. Nelson, Geo. E. Bula, Celia Elias, Dora Merryman, Stella Bare and Otto H. Nater, Trustees Convey and warrant to Charles J. Buchanan, the following real estate in Hendricks County, in the State of Indiana, to-wit: East one half of the South west quarter of Section 17, Township 15 North of Range 2 East, containing 80 acres, (together with other lands not included in this abstract). Subject to taxes of 1911. Also subject to unpaid mortgage incumbrance.
Signed and sealed by

Dora Merryman, trustee (seal)
Otto H. Nater, trustee (seal)

Thos. H. Nelson, trustee (seal)
Flora B. Nelson, trustee (seal)
Stella Bare, trustee (seal)
Celia Elias, trustee (seal)
Geo. E. Bula, trustee (seal)
Acknowledged October 17, 1911 by Thomas H. Nelson, Flora B.

Nelson, Geo E. Bula; Celia Elias, Dora Merryman, Stella Bare, Otto H. Nater, Trustees for the Pentecost Bands of the World, before

(SEAL)

Felix M. McWhirter, N.P.
Marion County, Indiana

* * * * *

The Pentecost Bands of the

World

No. 14 To

Charles J. Buchanan et al

Warranty Deed

Dated October 30, 1911

Recorded November 1, 1911

Deed Record 110 page 133

Hendricks County Records

Consideration \$18250.00

The Pentecost Bands of the World, a corporation, by Thomas H. Nelson, Flora B. Nelson, George E. Bula, Celia Elias, Dora Merryman, Stella Bare, and Otto H. Nater, consisting and as the Board of Directors of the Pentecost Bands of the world, a corporation Convey and warrant to Charles J. Buchanan and Anna P. Buchanan, his wife the following real estate in Hendricks County, in the State of Indiana, to-wit: The East one half of the South west quarter of Section 17,

Township 15 North of Range 2 East, (together with other lands not included in this abstract).

Subject to a certain mortgage in favor of the Indiana Trust Company in the principal sum of \$3500.00

This instrument is intended to convey all the interest in and to the above tract of land, of the above named persons as the trustees of the Pentecost Bands of the world, a corporation and all the interest in and to said tract of land of The Pentecost Bands of the world, a corporation.

Subject to the taxes for 1911.

Signed and sealed by	Dora Merryman	(seal)	
Thos N. Nelson	(seal)	Stella Bare	(seal)
Mrs Flora B. Nelson	(seal)	Otto H. Nater	(seal)
Geo E. Bula	(seal)	Miss Celia Elias	(seal)

Acknowledged October 30, 1911, by Thos N. Nelson, Flora B. Nelson
Geo. E. Bula, Celia Elias, Dora Merryman, Stella Bare and Otto H. Nater,
and as such, before

(SEAL)

Paul H. Buchanan, M.P.

Marion County, Indiana.

no. 15

State of Indiana

County of Hendricks, ss:

A F F I D A V I T.

Dated October 16, 1911

Recorded October 18, 1911

Misc. Record 9 page 43

Hendricks County Records

Samuel W. Mills, being duly sworn on his oath says that he has been a continuous resident of Hendricks County, Indiana, from the year 1862 up to the year 1905 and ever since said 1905 he has been, and still, is, a resident of Marion County, Indiana.

Affiant says further that while he was a resident of Hendricks County, Indiana, he lived on a farm adjoining the following described real estate, to-wit: The East half of the South west quarter of Section 17 and the North half of the North west quarter of the South west quarter of Section 17 Township 15 North Range 2 East.

Affiant says further that he has been during all the time since said year 1862 well acquainted with the respective owners of the above described real estate, and says further that he personally knows and was acquainted with the fact that Charles Mills was the owner of said real estate and has quiet, open, notorious and adverse possession of said real estate from the year 1862 up to May 1 1903, that in said year 1903 said Charles Mills, unmarried conveyed said property to William H. Mattern who took the title and has quiet, open, notorious continuous and adverse possession of said real estate up to February 20th 1904, that on said last named date said William H. Mattern and wife conveyed said real estate to The Pentecost Bands of the world which has been since said date and still is the owner of said real estate and has quiet, open, notorious, continuous and adverse possession of said real estate.

Samuel W. Mills

Subscribed and sworn to before me this 16th day of October, 1911.

(SEAL)

Frank J. Lahr,

Notary Public.

William H. Mattern and

N Laura E. Mattern, his wife

No. 16 To

Charles J. Buchanan, et al

Quit Claim Deed

Dated January 18, 1912

Recorded January 25 1912

Deed Record 110 page 349

-Hendricks County Records

Consideration \$ 1.00

William H. Mattern and Laura E. Mattern his wife convey and warrant to Charles J. Buchanan and Anna F. Buchanan husband and wife the following real estate in Hendricks County in the State of Indiana, to-wit: The East half of the South west quarter of Section 17 Township 15 North of Range 2 East. Also the North half of the North west quarter of the South West quarter of Section 17 North of Range 2 East, Township 15.

Signed and sealed by

William H. Mattern, (seal)

Laura E. Mattern, (seal)

Acknowledged January 18, 1912, by William H. Mattern, and Laura E.

Mattern, his wife, before
(SEAL)

Penninnah S. Duffey, N.P.

Hendricks County, Indiana.

* * * * *

The Pentecost Bands of

the world

No. 17 To

Charles J. Buchanan, et al

Warranty Deed

Dated January 20, 1912

Recorded January 25, 1912

Deed Record 110 page 348

Hendricks County Records

Consideration \$ 8250.00

The Pentecost Bands of the world, a corporation duly organized under the Laws of The State of Illinois convey and warrant to Charles J. Buchanan and Anna F. Buchanan husband and wife the following real estate in Hendricks County, in the State of Indiana, to-wit: The East half of the South West quarter of Section 17, Township 15 North of Range 2 East (Together with other lands not included in this abstract).

Subject to a certain mortgage in favor of the Indiana Trust Company in the principal sum of \$3500.00 subject also to the taxes for the year 1911, and subject also to all liens and encumbrances since the date of October 30, 1911.

It is the purpose of this deed to convey all of the interest of said corporation in and to said tracts of land and also to correct an error of description in a deed from this grantor to these grantees given on the 30th day of October 1911.

Signed and sealed by
Otto M. Water, Secty. (Seal)

The Pentecost Bands of the World
By: Thomas H. Nelson, Pres. (Seal)

Acknowledged January 10, 1912 by The Pentecost Bands of the World a Corporation by its President, Thomas H. Nelson and Otto M. Water, its Secretary, as such, before

(SEAL)

Albert F. Buchana, N.P.
Mation County, Indiana.

* * * * *

NO. 18

Articles of Corporation

Dated April 12, 1892

Recorded January 25, 1912

Map. 9 Page 77

Hendricks County Records

State of Indiana, Department of State

Isaac N. Pearson, Secretary of State.

To all to whom these presents, shall come Greeting:

Whereas, a certificate, duly signed and acknowledged habing been filed in the office of the Secretary of State on the 12th day of April A.D. 1892 for the organization of the Pentecost Bands of the World under and in accordance with the provisions of, An Act concerning corporations, approved April 18, 1872, and in force July 1, 1872, and all acts amending, a copy whivh certificate is hereto attached.

Now therefore, I, Isaac N. Pearson, Secretary of State of the State of Illinois, by virtue of the powers and duties vested in me by law, do hereby certify, that the said The Pentecost Bands of the World in a legally organized corporation under the laws of this State.

In testimony thereof I hereto set my hand and cause to be affixed the great seal of State done at the City of Springfield this 12th day of April in the year of our Lord 1892 and of the Independence of the United States the 116th.

(SEAL)

I. N. Pearson, Secretary of State

State of Illinois,

 County,

To Isaac N. Pearson, Secretary of State.

We, the undersigned, Vivian A. Dake, Thomas H. Nelson, Emma Woodcock, Bertha Baldwin, Rena Brown, Harvey D. Brink, Minnie Baldwin, Ida M. Dake, Anna Abrams and others citizens of the United States, propose to form a corporation under an act of the General Assembly of the State of Illinois, entitled, An Act concerning corporations, approved April 18, 1872, and all acts amendatory thereof; and for the purpose of such organization we hereby state as follows, to-wit:

1. The name of such corporation is The Pentecost Bands of the world.
2. The object for which it is formed is for religious, educational church missionary and benevolent purposes.
3. The management of the aforesaid Pentecost Bands of the world shall be vested in a Board of seven Directors, who are to be elected for a term of 4 years.
4. The following persons are hereby selected as the Directors to control and manage said corporation for the first year of its corporate existence, viz: Vivian A. Dake, Thomas H. Nelson, Emma Woodcock, Bertha Baldwin, Rena Brown, Harvey D. Brink, and Minnie Baldwin.
5. The location is in Chicago in the County of Cook, State of Illinois.

Signed:

Vivian A. Dake

Thos. H. Nelson

Emma Woodcock

Bertha Baldwin

Minnie Baldwin

Rena Brown

Harvey D. Brink

Acknowledged April 4, 1892 by
Harvey D. Brink, before
(SEAL) Amos Youmans, N.P.

Oswego County, N.Y.

Acknowledged September 30th 1891 by Vivian A. Dake, before
(SEAL) Edward Wing, N.P.

Cook County, Illinois.

Acknowledged December 18, 1891 by Minnie Baldwin and Bertha Baldwin
before (SEAL) Ezra D. Durham, N.P.

Iroquois County, Illinois

Acknowledged January 4th 1892 by Rena Brown, before
(SEAL) H.M. Jamey, N.P.

Clark County, Illinois

Acknowledged February 20 1892 by Thos H. Nelson, Emma Woodcock
before (SEAL) Louis J. Hayward, N.P.

City St. Louis, Missouri.

Charles J. Buchanan and wife

No. 19 To

James Robison and wife

Warranty Deed

Dated July 18, 1912

Recorded August 5, 1912

Deed Record 111 page 348

Hendricks County Records

Consideration \$5000.00

Charles Buchanan and Anna P. Buchanan, his wife, Convey and warrant to James Robison and Rhoda Robison, his wife, the following real estate in Hendricks County, in the State of Indiana, to-wit:

A part of the East half of the South West quarter of Section 17, Township 15 North, Range 2 East, described as follows; Beginning at a point 367 feet and 3 inches North from the South East corner of said half section and running thence North 68.09 rods; thence West 80 rods to the West line of said tract; thence South 68.09 rods; thence East 80 rods to the place of beginning.

Subject only to the taxes for the year 1912 due and payable in 1913 which grantee assumes and agrees to pay.

Charles J. Buchanan (seal)

Anna L. Buchanan (seal)

Acknowledged July 18, 1912 by Charles J. Buchanan and Anna P. Buchanan, his wife, before

(SEAL)

Curtis C. Faber, M.P.

Kosciusko County, Indiana.

* * * * *

Rhoda Robison, unmarried widow
of James Robison, deceased

Warranty Deed

Dated March 6th 1940

Recorded August 6, 1943.

No. 20 To

Ida Mae Hornaday

Deed Record 151 page 226

-Hendricks County Records

Consideration \$1.00 and other
valuable consideration.

This Indenture Witnesseth that Rhoda Robison, unmarried, widow of James Robison, deceased of Hendricks County Indiana convey and warrant to Ida Mae Hornaday of Hendricks County the following real estate in Hendricks County, Indiana, to-wit:

A part of the East half of the southwest quarter of section Seventeen Township Fifteen North Range two east described as follows, Beginning at a point three hundred sixty seven feet and three inches (367'3") North from the southeast corner of said half section and running thence North sixty eight and nine one hundredths (68.09) rods; thence West eighty (80) rods to the west line of said tract; thence South sixty eight and nine one hundredths (68.09) rods; thence East eight_ (80) rods to the place of beginning.

The Grantor Rhoda Robison reserves for herself a life estate in said property including the rents and profits thereof.

Signed and sealed by Rhoda Robison (seal)

Acknowledged March 6th 1940 by Rhoda Robison, unmarried, before
(SEAL) H.B.Pike, Notary Public

Hendricks County, Indiana

* * * * *

A F F I D A V I T

NO. 21

Recorded April 26th 1944

State of Indiana, SS
Hendricks County.

Misc. Record 27 pages 163-164
Hendricks County Records

Ida Mae Ferree, being first duly sworn on her oath says that she is one and the same person as Ida Mae Hornaday, mentioned as grantee in a certain Warranty deed dated March 6th 1940 and recorded August 6th 1943 in Deed Record 151 page 226 of the records of Hendricks County Indiana, wherein the following real estate was conveyed to her and described as follows, to-wit:

A part of the East half of the southwest quarter of section 17 Township 15 North Range 2 East described as follows: Beginning at a point three hundred sixty seven feet and three inches (367'3") North from the southeast corner of said half section and running thence North sixty eight and nine one hundredths (68.09) rods; thence West eighty (80) rods; to the west line of said tract; thence South sixty eight and nine one hundredths (68.09) rods; thence East eighty (80) rods to the place of beginning.

Affiant further says that Rhoda Robison mentioned as grantor in said deed and who in said deed retained unto herself a life estate in the real estate therein and hereinabove described departed this life then
December 16th 1943.

Affiant further says that she makes this affidavit for the purpose of having the above described real estate transferred to her name to-wit: Ida Mae Ferree.

And further affiant saith not.

Ida Mae Ferree

Subscribed and sworn to before me this 26th day of April 1944.

(SEAL)

John D. Taylor, Notary Public

Comm expires July 5th 1944.

Ida Mae Ferree and
husband

Warranty Deed

Dated January 18th, 1945.

No. 22 To

Recorded January 19th 1945.

Ira Swisher, et ux

Deed Record 153, page 123

Hendricks County Records

Consideration \$1.00 and other
valuable consideration.

This indenture witnesseth, that Ida Mae Ferree and Earl Ferree, her husband of Hendricks County, and State of Indiana convey and warrant to Ira Swisher and Lucile Swisher, husband and wife, of Hendricks County in the State of Indiana, the following Real Estate, in Hendricks County in the State of Indiana, to-wit:

A part of the East half of the South West quarter of Section 17, Township 15 North Range 2 East described as follows: Beginning at a point 367 feet and 3 inches North from the South East corner of said half section and running thence North 68.09 rods; thence West 80 rods to the west line of said tract; thence South 68.09 rods; thence East 80 rods to the place of beginning.

Citizenship clause follows.

Signed and sealed by

Ida Mae Ferree

(seal)

Earl Ferree

(seal)

Acknowledged on the 18th day of January, 1945 by Ida Mae Ferree and Earl Ferree, her husband, in proper form before

(SEAL)

Mary H. Fletcher, M.P.
Hendricks County, Indiana.

My Comm. expires 12-7-47
Revenue stamps affixed & cancelled
\$5.50

Ira Swisher and Lucille M.

Swisher, husband and wife,

NO. 23 To

Robert O. Meyer and Geneva H.

Meyer, husband and wife.

Warranty Deed.

Dated August 4th 1945.

Recorded August 6 1945.

Deed Record 154 pages 70-71

Hendricks County Records.

Consideration \$6500.00.

This Indenture witnesseth that Ira Swisher and Lucille M. Swisher, husband and wife of Hendricks County Indiana convey and Warranty to Robert O. Meyer and Geneva H. Meyer, husband and wife the following real estate in Hendricks County Indiana to-wit:

A part of the East half of the southwest quarter of section 17, Township 15 North of Range 2 east, described as follows: Beginning at a point 367 feet 3 inches North from the southeast corner of said half section and running thence North 68.09 rods; thence West 80 rods to the West line of said tract; thence South 68.09 rods; thence East 80 rods to the place of beginning.

Subject to a certain mortgage to the Plainfield Building and Loan Association in the amount of \$2860.01 for which we assume and agree to pay.

Subject to second installment taxes for year 1945 payable in November 1946.

(Here follows Citizenship clause in compliance with Executive Order)

Signed and sealed by

Ira Swisher (seal)

Lucille M. Swisher (seal)

Acknowledged August 4 1945 by Ira Swisher and Lucille M. Swisher,
before

Wilson S. Daily,

Notary Public.

Hendricks County Indiana.

Revenue affixed \$7.15.

Rhoda Robison, widow and
unmarried

Oil & Gas Lease

Recorded July 11th 1940

No. 24 To

Miscel. Record 24 pages 541-543

Frank H. Cox

Hendricks County Records.

AGREEMENT, made and entered into the 13th day of May 1940 by and between Rhoda Robison widow and unmarried of Bridgeport, Indiana, herein after called lessor (whether one or more) and Frank H. Cox, Indianapolis Ind. hereinafter called lessee;

WITNESSETH: That the said lessor for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained one part of lessee to be paid, kept and performed, has granted demise, leased and let and by these presents does grant, demise, lease and let unto the said lessee for the sole and only purpose of drilling and operating for oil and gas and of laying of pipe lines, and of building tanks, powers, stations and structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Hendricks State of Indiana described as follows to-wit:

Part of the southeast quarter of the southwest quarter of section 17, Township 15 North of Range 2 Ea. and containing 34.06 acres, more or less.

It is agreed that this lease shall remain in force for a term of five years from this date, and as long thereafter as oil or gas or either of them is produced from said land by lessee.

In Consideration of the premises the said lessee covenants and agrees:

1st to deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth part of all oil produced and saved from the leased premises.

2nd. To pay lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8) payable monthly at the prevailing market rate for gas, and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling on said land during the same time, by making lessor's

own connections with the well at lessor's own risk and expense.

3rd. To pay lessor gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the market value, at the month of the well, payable monthly at the prevailing market rate.

If no well be commenced on said land on or before the ___ day of May 1941 this lease shall terminate as to both parties, unless the lessee shall on or before that day pay or tender to the lessor or to the lessor's credit in the First National Bank & Trust Co. at Plainfield Ind., or its successor, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Nine Dollars, which shall operate as a rental and cover the privilege of deferring, the commencement of a well for twelve months from said date. The payment herein referred to may be made in currency, draft, or check, at the option of the lessee; and the depositing of such currency, draft, or check, in any post office, with sufficient postage and properly addressed to the lessor, or said bank on or before said last mentioned date, shall be deemed payment as herein provided, in like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals, in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals as above provided, that the last preceding paragraph thereof governing the payment of rentals and the effect thereof, shall continue in force just as through there

had been no interruption in the rental payments, and if the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operations thereon, except water from the wells of lessor.

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by lessee's operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned and the privilege of assigning in whole or in part is expressly allowed the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignments of rental or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rentals due from him or them, such default shall not operate to defeat or affect his lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payment of said rental.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment of any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors, and assigns hereby surrender and release all right of dower and homestead in the premises described therein, insofar as said right of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

Whereof witness our hands as of Rhoda Robison (seal)
theday and year first above written
Oliver Hobbs.

Acknowledged May 13, 1940 by Rhoda Robison before,

Martha Manly, Notary Public

Marion County, Indiana (Seal)

NO. 25

ASSIGNMENT OF FOREGOING LEASE.

For and in consideration of One Dollar cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, I hereby transfer and assign to GRIFFIN OIL COMPANY, Inc. the within lease.

Given under my hand this 9th day of July, A.D. 1940.

Frank H. Cox.

Acknowledged July 9th 1940 by Frank H. Cox, Lessee before

Paul N. Rowe, Notary Public,

Marion County, Indiana (Seal)

Assignment
Recorded July 11th 1940
Misc. Record 24 page 544
Hendricks County Records.

ENCUMBRANCES.

Elihu Spray and
Hannah Spray
No. 26 To
Jeremiah Johnson

Mortgage
Dated February 8, 1860
Recorded March 14, 1860
Mtg. Record 3 page 18
Hendricks County Records
Amount \$ 4355.68

(Mortgages and warrants)

No. 27 RELEASE OF MORTGAGE RECORDED IN MORTGAGE
RECORD NO. 3 PAGE 18.

This mortgage is fully paid and satisfied and the Recorder of
Hendricks County is hereby authorized and directed to enter satisfaction
of said mortgage on the books of said County.

Dec. 31, 1861

Jerh. Johnson

The Pentecosts Bands of
the World.

Mortgage

No. 28 To
William H. Mattern
Dated February 20, 1904
Recorded February 27, 1904
Mtg. Record 45 page 134
Hendricks County Records

Amount \$5000.00
(Mortgages and warrants).

No. 29 RELEASE OF MORTGAGE RECORDED IN MORTGAGE
RECORD NO. 45 PAGE 134.

This certifies that a certain mortgage executed by The Pentecost
Bands of the World to William H. Mattern on the 20th day of February
1904 calling for \$5000.00 and duly recorded in the records of mortgage
of Hendricks County, State of Indiana, in record no. 45 page 134 has
been fully paid and satisfied and the same is hereby released.

Witness my hand and seal this 15th day of March 1907.

Acknowledged March 15, 1907 by William H. Mattern, before
(SEAL) William H. Mattern,
Abraham L. Hoover, N.P.
Marion County, Indiana.

Release of Mtg.
Recorded March 16th 1907
Mtg. Record 45 page
Hendricks County Records.

Trustees of Pentecost Bands

No. 30 to

The Indiana Trust Company

Mortgage

Dated March 14, 1907

Recorded March 18, 1907

Mtg. Record 49 page 520

Hendricks County Records

Amount \$3500.00

(Mortgages and warrants).

* * * * *

No. 31

RELEASE OF MORTGAGES RECORDED IN MORTGAGE
RECORD NO. 49 PAGE 520.

This certifies, that a certain mortgage executed by Trustees of the Pentecost Bands of the world to the Indiana Trust Company, on the 14th day of March 1907 valling for \$3500.00 and recorded in mortgage Record 49 page 520 Hendricks County, Records has been fully paid and satisfied and the same is hereby released. Witness the Indiana Trust Company hand and seal this 14th day of February 1912.

The Indiana Trust Company,
By: J.P.Frenzel, President.

(SEAL)

Attest: Bennett Lyman, Secretary

State of Indiana,

Marion County, SS:

Acknowledged February 14, 1912 by J.L.Frenzel, President and
Bennett Lyman Secretary, of the Indiana Trust Company, as such before

(SEAL)

Lena Zitzlauff, N.P.

Marginal Entry
Release of Mortgage
Recorded February 17th 1912
Mtg. Record 49 page 520
Hendricks County Records.

Ira Swisher and Lucille

Swisher, husband and wife

No. 32

To

The Plainfield Building and

Loan Association

Mortgage

Dated January 18th 1945

Recorded January 19th, 1945 9:55AM

Mtg. Record 113, page 412-413

Hendricks County Records

Amount \$3,000.00

NO. 33

SATISFACTION OF ABOVE MORTGAGE.

THIS CERTIFIES, that a certain mortgage executed by Ira Swisher and Lucille Swisher, husband and wife to the Plainfield Building & Loan Association on the 18th day of January 1945, calling for \$3,000.00 and recorded in Mortgage Record No. 113 page 412-3 Hendricks County State of Indiana has been fully paid and satisfied, and the same is hereby released.

WITNESS our hands and seal this 4th day of August 1945.

(CORPORATE SEAL)

THE PLAINFIELD BUILDING & LOAN ASSOCIATION

C. G. Pike, President.

Mary H. Fletcher, Secretary

STATE OF INDIANA HENDRICKS COUNTY SS:

BEFORE ME, the undersigned a Notary Public in and for said county this 4th day of August 1945 C. G. Pike, President and Mary H. Fletcher, Secretary of The Plainfield Building and Loan Association and as such officers, acknowledge the execution of the annexed satisfaction of Mortgage.

WITNESSETH my hand and Notarial Seal.

(seal)

Mildred K. Ellis.

Satisfaction of Mortgage.

Recorded Aug 6 1945.

Release Record 6 pages 135-136
Hendricks County Records.

NO. 34

Taxes for all former years have been paid in full.

NO. 35

Taxes for the year 1944 due and payable in 1945 assessed in the name of IRA SWISHER AND LUCILLE SWISHER, in WASHINGTON TOWNSHIP, in Hendricks County, State of Indiana, are as follows; Key No. 9-17

DESCRIPTION	VAL OF LAND.	VAL OF IMP.	ACRES.
Pt E & SW 1/4 17-15-2E	\$1700.00	\$1200.00	34.06A

May Installment \$ 23.20 paid

November Installment \$ 23.20 paid.

NO. 36

Taxes for the year 1945 due and payable in 1946 are a lien but not computed at this time

36 Numbers

26 Pages.

5 o'clock PM August 16th 1945.

CERTIFICATE

The undersigned, TAYLOR & TAYLOR, ABSTRACTERS, hereby certify that the foregoing, within the limits of the period of search herein specified, is an ABSTRACT OF THE TITLE to and unsatisfied encumbrances upon, the real estate described in the caption thereof, and that all instruments abstracted herein appear regular in form, execution and acknowledgement unless otherwise indicated.

And it is further certified that SPECIAL SEARCHES were made as follows:

I. IN THE OFFICE OF THE RECORDER OF HENDRICKS COUNTY, search made for deeds, affidavits, miscellaneous instruments affecting the title, unsatisfied mortgages, mechanics liens and Federal Tax Liens, all as now entered up and indexed.

II. IN THE OFFICE OF THE AUDITOR OF HENDRICKS COUNTY, search made in the general index to tax sales as the same is now entered up, for unsatisfied or unredeemed tax sales.

III. IN THE OFFICE OF THE TREASURER OF HENDRICKS COUNTY, search made in the current tax duplicates of unpaid taxes, assessed against the real estate for which this examination is prepared.

IV. IN THE OFFICE OF THE CLERK OF THE HENDRICKS CIRCUIT COURT, search made in the Lis Pendens records of complaint and attachments, the will records and estate and guardianship dockets, and the general judgment dockets of the Hendricks Circuit Court, of the Probate Court of Hendricks County, of the Criminal Court of Hendricks County, including Replevin Bail and Recognizance Bonds, as said records and dockets are now indexed.

V. From the searches as above enumerated, we find no further conveyances nor unsatisfied encumbrances as indexed or entered up affecting the title of Robert O. Meyer and Geneva H. Meyer, husband and wife - - - - -

- - - - - within the period herein certified, against the real estate described in the caption hereto, except those which may be herein shown.

The period of search covered by this certificate is

From Government Entry to and including
5 o'clock PM August 16th, 1945.



TAYLOR & TAYLOR, ABSTRACTERS,

By

John A. Taylor

NO. 37

WALTER C. MARTIN

A Continuation of an Abstract of Title since 5 o'clock P.M. August 16, 1945 up to and including 8 o'clock A.M. May 12, 1962 to the following described real estate in Hendricks County, Indiana, to-wit:

A part of the East half of the Southwest quarter of Section 17, Township 15 North of Range 2 East, described as follows, to-wit: Beginning at a point 367 feet and 3 inches North from the Southeast corner of said half quarter section, and running thence North 20 rods; thence west 80 rods to the west line of said tract; thence South 20 rods; thence East 80 rods to the place of beginning, estimated to contain 10 acres, more or less.

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mlh

Robert O. Meyer and Geneva H.
Meyer, husband and wife,

NO. 38 to

Walter C. Martin,

Warranty Deed
Dated August 7, 1945
Recorded September 18, 1945
Deed Record 154, page 170-1
Consideration: \$1.00 and other
valuable consideration.

.....convey and warrant the following described real estate in
Hendricks County, Indiana, to-wit:

A part of the East half of the Southwest quarter of Section 17,
Township 15 North, of Range 2 East, described as follows, to-wit:
Beginning at a point 367 feet and 3 inches North from the southeast
corner of said half quarter section, and running thence North 20 rods;
thence West 80 rods to the West line of said tract; thence south 20
rods; thence East 80 rods to the place of beginning, estimated to contain
10 acres more or less.

(Here follows the citizenship clause).

Signed and sealed by:

Robert O. Meyer (Seal)
Geneva H. Meyer (Seal)

Acknowledged on the 7th day of August, 1945 by Robert O. Meyer
and Geneva H. Meyer, before,

(SEAL)

Clinton H. Givan
Notary Public,
Hendricks County, Indiana

Revenue stamps affixed & Cancelled \$4.95.

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E X H I B I T

I. Sidney Stein, Executor of the
last will of Roy C. Wikoff,
deceased,

NO. 39 to

Leo M. Harper and Rita M.
Harper, husband and wife,

Executor's Deed
Dated March 17, 1961
Recorded March 18, 1961
Deed Record 183, page 551
Consideration: \$13,500.

I. Sidney Stein, as Executor of the last will of Roy C. Wikoff, deceased, by virtue of said will recorded in volume 11 of the Records of Wills of Hendricks County, in the State of Indiana, on page 297, for an in consideration of the sum of Thirteen Thousand Five Hundred Dollars (\$13,500.) CONVEYS to LEO M. HARPER AND RITA M. HARPER, husband and wife, of Hendricks County, in the State of Indiana, the following described real estate situated in Hendricks County, in the State of Indiana, to-wit:

A part of the East Half of the southwest quarter of Section 17, Township 15 North of Range 2 East, bounded as follows, to-wit:

Commencing at the southeast corner of said southwest quarter of said Section, at a stone; running thence north with section bearing 369 feet and 6 inches to a stone; thence west parallel with the south line of said section 1329 feet to a stone; thence south parallel with the east line of said quarter section 369 feet and 3 inches to a stone; thence east with section bearing 1329 feet to the place of beginning, containing approximately 11½ acres, more or less.

EXCEPT:

Part of the East half of the Southwest quarter of Section 17, Township 15 North, Range 2 East in Hendricks County, Indiana more particularly described as follows, to-wit:

Beginning at a point in the South line thereof distant west 430.4 feet of the southeast corner thereof; thence west, in and along said south line 104.36' feet; thence north, parallel to the east line thereof 208.71' feet; thence east, parallel to said south line 104.36' feet; thence south parallel to said east line 208.71' feet to the place of beginning.

Containing in all 0.5 acres, more or less.
Subject to all legal rights-of-way.

IN WITNESS WHEREOF, the said Executor, as aforesaid, has hereunto set his hand and seal this 17th day of March, 1961.

I. Sidney Stein, Executor
of the last will of Roy C. Wikoff,
deceased.

Acknowledged on the 17th day of March, 1961 by I. Sidney Stein,
Executor of the last will of Roy C. Wikoff, deceased, before,

(SEAL)

Sue A. Hirschberger,
Notary Public,
Marion County, Indiana

Approved: Richard J. Groover, Judge, Hendricks Circuit Court.

This instrument prepared by: I. Sidney Stein, Attorney at Law, 835 State
Life Building, Indianapolis, Indiana.
Revenue stamps affixed and cancelled \$14.85.

.....

E X H I B I T

Albert E. Wikoff and Nell J. Wikoff, his wife; James E. Wikoff and Iris J. Wikoff, his wife; Maude Lucille Winters and Wesley W. Winters, her husband, Betty Wikoff Maxwell and Robert G. Maxwell, her husband; and Harold L. Wikoff, unmarried,

Quit Claim Deed
Dated January 10, 1961
Recorded March 18, 1961
Deed Record 183, page 552-3
Consideration: \$1.00 and other
valuable consideration:

NO. 40 to

Leo M. Harper and Rita M. Harper,
husband and wife,

.....release and quit claim the following described real estate in Hendricks County, Indiana, to-wit:

A part of the East half of the southwest quarter of Section 17, Township 15 North of Range 2 East, bounded as follows, to-wit:
Commencing at the southeast corner of said southwest quarter of said section, at a stone, running thence North with section bearing 369 feet and 6 inches to a stone; thence west parallel with the south line of said section 1329 feet to a stone; thence south parallel with the east line of said quarter section 369 feet and 3 inches to a stone; thence east with section bearing 1329 feet to the place of beginning, containing approximately 11-1/2 acres, more or less.

EXCEPT:

Part of the East half of the Southwest quarter of Section 17, Township 15 North, Range 2 East in Hendricks County, Indiana, more particularly described as follows, to-wit:

Beginning at a point in the south line thereof distant West 430.4 feet of the southeast corner thereof, thence west, in and along said south line 104.36 feet; thence north, parallel to the east line thereof of 208.71 feet; thence east parallel to said south line 104.36 feet; thence south, parallel to said east line 208.71 feet to the place of beginning.

Containing in all 0.5 acres, more or less.

The within named grantors Albert E. Wikoff, James E. Wikoff, Maude Lucille Winters, Betty Wikoff Maxwell and Harold L. Wikoff, are the children of Roy C. Wikoff, who died testate a resident of Hendricks County, Indiana, on April 21, 1960, and who at the time of his death was the owner of the above described real estate; that said decedent left surviving no father, mother, wife or descendants of any deceased child or children, but left surviving him as his sole and only heirs at law, his aforementioned children, all of whom are grantors herein.

Signed and sealed by:

Albert E. Wikoff
James E. Wikoff
Maude Lucille Winters
Betty Wikoff Maxwell
Harold L. Wikoff

Nell J. Wikoff
Iris J. Wikoff
Wesley W. Winters
Robert G. Maxwell

Acknowledged on the 10th day of January, 1961 by Albert E. Wikoff and Nell J. Wikoff, his wife, James E. Wikoff, his wife, Maude Lucille Winters and Wesley W. Winters, her husband, Betty Wikoff Maxwell and Robert G. Maxwell, her husband, and Harold L. Wikoff, unmarried, before,

Maurice E. Dunn
Notary Public,
Hendricks County, Indiana

(SEAL)

This instrument prepared by: I. Sidney Stein, Attorney at Law,
835 State Life Building, Indianapolis, Indiana.

Walter C. Martin,unmarried,
NO. 41 to

Leo M. Harper and Rita M.
Harper, husband and wife,

Quit Claim Deed
Dated March 13, 1961
Recorded March 18, 1961
Deed Record 183, page 554-5
Consideration: \$1.00 and other
valuable consideration.

.....release and quit claim the following described real estate in
Hendricks County, Indiana, to-wit:

A part of the East half of the Southwest quarter of Section 17,
Township 15 North Range 2 East, bounded as follows:

Beginning at a point 367 feet 3 inches North of the southeast
corner of said Southwest quarter of said section; thence west parallel
with the south line of said Section 1329 feet; thence North parallel
to the East line of said Section 1 foot 1½ inches; thence East 1329
feet with the section bearing; thence South 1 foot 1½ inches to the
place of beginning.

Signed and sealed by:

Walter C. Martin

Acknowledged on the 13th day of March, 1961, by Walter C. Martin,
unmarried, before,

(SEAL)

Maurice E. Dunn
Notary Public,
Marion County, Indiana

This instrument prepared by: Bowman N. Hall, Attorney at Law,
1024 Circle Tower Bldg., Indianapolis, Indiana.

.....

Leo M. Harper and Rita M.
Harper, husband and wife,

Quit Claim Deed
Dated March 17, 1961
Recorded March 18, 1961
Deed Record 183, page 555-6
Consideration \$1.00 and other
valuable consideration.

NO. 42 to

Walter C. Martin,

.....release and quit claim the following described real estate in
Hendricks County, Indiana, to-wit:

A part of the East half of the Southwest quarter of Section 17,
Township 15 North of Range 2 East, bounded as follows:

Beginning at a point 369 feet 6 inches north of the Southeast
corner of said Southwest quarter of said section; thence west parallel
with the south line of said section 1329 feet to a stone; thence South
parallel to the East line of said quarter section 1 foot 1½ inches;
thence East with the section bearing 1329 feet; thence North with the
section bearing 1 foot 1½ inches to the place of beginning.

Signed and sealed by:

Leo M. Harper
Rita M. Harper

Acknowledged on the 17th day of March, 1961 by Leo M. Harper and
Rita M. Harper, husband and wife, before,

(SEAL)

Maurice E. Dunn
Notary Public,
Marion County, Indiana

This instrument prepared by: Bowman N. Hall, Attorney at Law, 1024 Circle
Tower Bldg. Indianapolis, Indiana.

.....

I, the undersigned, do hereby certify that the master plan and ordinance attached hereto, containing provisions for subdivision control and the approval of plats and re-plats, have been adopted and are submitted to you for filing, and that hereafter, a plat of a subdivision shall not be filed with the Auditor, and the Recorder shall not record unless it has first been approved by the Hendricks County Plan Commission, provided however, that subdivision plats of land within the corporate limits of any incorporated town shall be exempt from prior approval of said Plan Commission.

Given under my hand and official seal this 25th day of January, 1957.
NORMAN S. COMER,
Secretary Hendricks County Plan Commission.

(SEAL)

ORDINANCE NO. 1-1957

AN ORDINANCE PROVIDING FOR THE CONTROL OF THE SUBDIVISION OF LAND AND THE APPROVAL OF PLATS AND REPLATS OF LAND WITHIN THE JURISDICTION OF THE HENDRICKS COUNTY PLAN COMMISSION AS A PART OF THE MASTER PLAN FOR THE COUNTY OF HENDRICKS, INDIANA, AND REPEALING ORDINANCE NO. 1 ADOPTED 1952.
NOW BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF HENDRICKS, INDIANA, UNDER AUTHORITY OF CHAPTER 174, ACTS OF 1947, GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THEREOF.

SECTION 1. No plat or replat of a subdivision of land located within the unincorporated area of Hendricks County, Indiana, shall be recorded until it shall have been approved by the Hendricks County Plan Commission and such approval shall have been entered in writing on the plat by the President and Secretary of the Commission.

SECTION 2. DEFINITIONS: For the purpose of this ordinance certain terms or words used herein shall be interpreted or defined as follows: Words used in the present tense include the future tense. The term "shall" is always mandatory.

COUNTY: The County of Hendricks, Indiana.
COMMISSION: The Hendricks County Plan Commission.
LOT: A portion of a subdivision, or other parcel of land intended as a unit for transfer of ownership or for development.
MASTER PLAN: The complete plan, or any of its parts, for the development of the County of Hendricks, prepared by the Commission and adopted in accordance with Chapter 174, Acts of 1947, General Assembly of Indiana, as is now or may hereafter be in effect, and all amendments thereto.

STREET: A right-of-way, dedicated to the public use, which affords the principal means of access to abutting property.
SUBDIVISION: The division or setting aside of any parcel of land into tracts of five acres or less, by deed, lease or other arrangement, except where such action does not alter or change the area of the last tax assessment unit, and except the sale or exchange of parcels between adjoining owners for the purpose of re-establishing boundaries.

SECTION 3. APPLICATION. Whenever any subdivision of land is proposed to be made the subdivider or his agent shall submit upon the forms provided by the Secretary of the Commission a written application for a certificate of approval together with three copies of a preliminary plat of said subdivision to the Secretary at least 15 days before the meeting at which the Commission is expected to consider said application and plat.

At the time of filing, the application shall be accompanied by a check or money order made payable to the Treasurer of Hendricks County, Indiana, in the amount of \$10.00, plus 25 cents for each lot in the proposed subdivision with a minimum charge of \$15.00 to cover the cost of examining and verifying said application and proposed plat.

If the Commission, tentatively approves said application, said Secretary shall surrender the above-mentioned check or money order to the County Treasurer for deposit in the General Fund of the County, and shall set a date for a hearing on the proposed plat, giving written notice to the applicant and publish a notice thereof at least 10 days prior to the date of the hearing. The cost of publishing the notice of the hearing shall be paid to the publisher by the applicant at the time of inserting the notice. The date set for the hearing shall not be later than the second regular meeting following proper submittal of the application.

SECTION 4. APPROVAL OF PRELIMINARY PLAT. At the time and place fixed for the hearing, and from time to time if said hearing is continued, all persons and governmental units having an interest in the proposed plat shall be given an opportunity to be heard. After the hearing the Commission shall carefully read the requirements of this ordinance to determine if the proposed plat complies herewith, and if the Commission is satisfied that all conditions have been satisfactorily met by the subdivider, it may give its approval of the preliminary plat which shall be governed by the following qualifications:
(a) The approval of a preliminary plat by the Commission is strictly tentative involving merely the general acceptability of the layout as submitted.
(b) The Commission may indicate such changes or revisions as are deemed necessary to the interests and needs of the community.
(c) Tentative approval shall be effected for a maximum of one year unless, upon application of the subdivider, the Commission grants an extension. If the final plat has not been recorded within this time limit, the preliminary plat must again be submitted to the Commission for approval.

(d) Any person feeling himself aggrieved at any action of the Commission upon any proposed plat or replat, may apply in writing to the Commission, prior to its next regular meeting, for modification of the action complained of, and such application shall be considered by the Commission, at such time and in such manner as it may determine.

SECTION 5. VARIANCE AND MODIFICATION. Where the subdivider can show that a provision of paragraphs 4, 5, 6, or 9 (c) (1) of Section 3, "Design" of these regulations would cause unnecessary hardship if strictly adhered to and where, in the opinion of the Commission, because of topographical or other conditions peculiar to the site, a departure may be made without destroying the intent of such provision, the Commission may authorize a variance. Any variance thus authorized is required to be entered in writing in the minutes of the Commission and the reasons on which the departure was justified shall be set forth.

SECTION 6. APPROVAL OF FINAL PLAT

(a) After approval of the preliminary plat by the Commission, and the fulfillment of the requirements of these regulations, one original plat of the subdivision and three blue prints, blueprint, (not ozalid or vapor) or lithographed prints thereof, shall be submitted to the Commission. The original and 2 prints shall be returned after the final action has been taken, but one print shall remain the property of the Commission.

(b) In submitting the final plat to the Commission, it shall be accompanied by a certificate, signed by a Registered Professional

Engineer, stating that all improvements and installations to the subdivision required for its approval have been made or installed in strict conformity with the plans and specifications previously made by the commission; or a notice from the Board of Commissioners of the County stating that there has been filed with the approval by that body a bond which shall:

1. Run unto Hendricks County, Indiana.
2. Be in an amount determined by the Commission to be sufficient to complete the improvements and installations in compliance with this ordinance.

3. Be with surety by a company entered and licensed to do business in the State of Indiana.

4. Specify the time for the completion of the improvements and installation, and,

5. Be substantially in the following form:

SUBDIVIDERS PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, as principal, and as surety, are firmly bound unto the Board of Commissioners of the County of Hendricks, State of Indiana, in the penal sum of \$..... for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns.

Sealed and dated this day of 19.....

THE CONDITION OF THE ABOVE OBLIGATION IS THAT IF THE ABOVE bound shall faithfully discharge his obligation to complete the improvements and installations (specify which) in subdivision named in compliance with the Hendricks County Subdivision Control Ordinance on or before 19..... then the above obligation is to be void; else to remain in force.

Countersigned at
..... (Principal)
..... (Authorized Agent)

..... (Company)

Approved by the Board of Commissioners of the County of Hendricks, State of Indiana, this day of 19.....
Attest:
Auditor

(c) Any subdivider may, upon completion of any street or other construction for which he has furnished bond to guarantee the completion thereof, report such fact to the Secretary of the Plan Commission, who shall, within thirty (30) days thereafter, cause such construction to be inspected and the findings of such inspection reported to the Board of County Commissioners for final inspection, determination and approval.

(d) The Board of Commissioners shall consider the report of such inspection at its first regular meeting after receipt of such report, and if found satisfactory shall accept same and discharge the subdivider and his sureties of further liability under his bond.

(e) After hearing and not later than the following regular meeting, after application for approval of the plat, the Commission shall approve or disapprove it. If the Commission approves, it shall affix the Commission's seal upon the plat together with the certifying signature of its president and secretary. If the subdivision contains new streets, the Secretary shall then serve notice in writing to the Board of County Commissioners that said plat has been approved by the Commission, and that the same may be recorded by the subdivider. If it is disapproved, it shall set forth its reasons in its own records and provide the applicant with a copy.

SECTION 7. ENGINEERS AND SURVEYORS. Only Registered Professional Engineers or Registered Land Surveyors who qualify in accordance with the registration statutes of the State of Indiana will be recognized as qualified to certify their respective work before the Commission, except that Registered Professional Engineers who are classified in the Indiana Roster of Registered Engineers and Surveyors in "civil" Branch, and who are qualified for registration as a land surveyor, whether he is registered as such or not, shall be recognized as qualified to certify to the correctness of land surveying and plats.

SECTION 8. REQUIREMENTS AND PRINCIPLES. In enforcing the approval of a plat, the Commission shall observe and enforce the following requirements:

A. DESIGN:

1. No land shall be subdivided for residential use unless adequate access to the land over improved streets exists or will be provided by the subdivider, or if such land is considered by the Commission to be unsuitable for such use by reason of flooding or improper drainage, objectionable earth formation, topography or any other feature harmful to the health and safety of possible residents of the community as a whole.

2. Streets and Alley Location and Arrangement:

(a) The street and alley layout shall provide access to all lots and parcels of land within the subdivision, and shall provide for the unbroken alignment of continuing streets at street intersections.

(b) Proposed streets shall be adjusted to the contour of the land so as to produce useable lots and streets of reasonable gradient.

(c) Wherever there exists a dedicated or platted portion of a street and alley adjacent to the tract to be subdivided, the other portion of the street or alley to the prescribed width shall be platted.

(d) Alleys shall be provided in all parts of the proposed subdivision which are designated as Commercial or Industrial Districts.

3. Minimum Street and Alley Specifications.

(a) All streets and roadways, culverts and drainage shall conform to the specifications set out in the Resolutions of the Board of Commissioners of Hendricks County, setting out specifications required of Roadways for acceptance into County Highway Systems, as is now or as it may be amended from time to time.

(b) Where curbs are provided, the paved portion of said highway shall extend from curb to curb.

4. Maximum Grades

(a) Streets, six (6) per cent;

(b) Street gutters, 0.10 per cent.

5. Minimum Radii of Curvature on the Center Lines:

(a) Where a deflection angle of more than ten (10) degrees in the alignment of a street occurs a curve shall be introduced, providing for: A minimum radius of 400 feet, but should be greater wherever possible.

6. Tangents: Between reserved curves on a street there shall not be less than a minimum tangent of 200 feet.

7. Intersection: At street intersections property line corners shall be rounded by an arc at least 20 feet in radius.

8. Blocks: The width of blocks shall be sufficient to allow two tiers of lots as described in paragraph 9-(a) & (b) of this section, and shall not exceed 1,400 feet in length.

9. **LOTS:**

(a) In any subdivision or part of subdivision proposed for residential uses, the minimum mean width, mean depth, and the minimum area for lots shall be sixty (60) feet, 100 feet, and 7,500 square feet, respectively. Where property is proposed for commercial or industrial use, the minimum parcel size and lot frontage shall be, at the discretion of the Commission. Minimum lot frontage shall be 35 feet.

(b) The depth-to-width ratio of the useable area of a lot shall be at a maximum of 3.5 to 1.0.

(c) Building set back lines, including front, sides and rear, shall be established to back of highway and street right-of-way line as follows:

- (1) Federal or State Highways, a distance of 75 feet;
- (2) Other Streets, a distance of 30 feet.

(d) Whenever possible side lines of lots shall be at right angles or radial to street lines.

(e) Through lots having frontage on two parallel or approximately parallel streets will be permitted, only at the discretion of the Commission.

(f) Except where alleys are provided for the purpose, each lot shall have an easement for utility lines along the rear lot line and along the side lot line where necessary. No easement shall be less than six (6) feet wide on each lot, making an overall easement width of twelve (12) feet.

(g) Where the terrain so requires, easements for sanitary sewers along lot lines other than the rear lot lines, shall be provided.

B. **REQUIRED IMPROVEMENTS**

1. **Monuments and Markers:** At least two (2) sectional or other corners which have been used as a basis of horizontal control for surveying the subdivision, and which can be utilized for the same purpose in future resurveys, and if not already marked by substantial stones or concrete monuments in locations which render them reasonably free from danger of destruction, shall be so marked.

Lot corners shall be marked by galvanized or wrought iron pipe, or iron or steel bars at least 3 feet in length and not less than five-eighths (5/8) inch in diameter, the top of the pipe or bar to be set level with the established grade of the ground adjoining it.

2. **Streets:** The subdivider shall provide improved streets and alleys in conformity with the plans, profiles and cross-sections, submitted to and approved by the Commission. Prior to the picking of the street surface, all underground installations within the road bed shall be completed.

3. **Sewers:** The subdivider or building contractor shall provide the subdivision with a complete sanitary sewer system which shall connect with a sanitary sewer outlet, or provide for the disposal of sanitary sewage by means of septic tanks with absorption systems, laid out and constructed in accordance with the requirements of the State Board of Health. Whenever the soil conditions or other characteristics of the subdivision site are such that the stated requirements for the installation of septic tanks with absorption systems cannot be met, the subdivider shall provide the subdivision with a complete sanitary system which shall connect with a sanitary sewer outlet.

In this paragraph "3 Sewers" and the next paragraph "4 Water" and pipe culverts under approaches described in paragraph "5 Storm Drainage" the phrase "the subdivider shall provide" shall be interpreted to mean that the subdivider shall install the facility referred to or that the subdivider shall require as a condition of the sale, of each lot or parcel in the subdivision, that the facilities referred to in those paragraphs shall be installed by the developer of the lots in accordance with these regulations.

4. **Water:** The subdivider shall provide the subdivision with a complete water system which shall be connected to a municipal or community water system, if feasible, and in the event such a system is not feasible, then the subdivider shall submit, with his preliminary evidence, a certification satisfactory to the Commission, showing that there is a sufficient water supply available in said subdivision.

5. **Storm Drainage:** The subdivider shall provide the subdivision with an adequate storm water sewer system whenever the evidence available to the Commission indicates that the natural surface drainage is inadequate. When the surface drainage is adequate, easements for such surface drainage shall be provided.

C. **PRELIMINARY PLATS, INSTRUCTIONS:** The preliminary plat shall consist of:

1. A vicinity key map at an appropriate scale showing the layout of the proposed subdivision, and all existing subdivisions, streets and tract lines of acreage parcels of land within 1/4 mile of the proposed subdivision. It shall also show how streets and alleys in the proposed subdivision may connect with existing and proposed streets and alleys in the neighboring subdivision or undeveloped property to produce the most advantageous development of the entire neighboring area.

2. Profiles of all proposed streets showing present and proposed grades and drainage structures and a typical cross-section showing type, thickness, crown and width of proposed pavement.

3. Detailed plans and profiles for installation of the following are to be provided by the subdivider: Storm water sewer system, water main supply system, and sanitary sewer system. Where State Board of Health specifications apply, they must be met by the subdivider, and he must furnish a certificate from a Registered Engineer showing that the percolation in said subdivision is in compliance with the State Board of Health Specifications.

4. Detailed plans for all necessary bridges and culverts, including information regarding acreage drained thereby, and the Tabor formula factor C used to determine the area of culvert opening. If the side ditches are required along streets, the lengths and size of all pipe culverts under approaches from lot entrances shall be shown, together with hydraulic data for each. No plans will be considered unless they have been prepared by a Registered Professional Engineer.

5. All restrictive covenants which are to run with the land, provided however, that a list of said covenants may be filed separately from the plat.

6. The plat shall contain the following information:

- (a) Description:
 - (1) Exact name of proposed subdivision.
 - (2) Location by section, township and range, or by other legal description.
 - (3) Name and address of subdivider.
 - (4) Name, address, and seal of Registered Professional Engineer or Registered Land Surveyor preparing the plat.
 - (5) Scale of plat, north point and date.
- (b) Existing Conditions:
 - (1) Boundary line of proposed subdivision indicated by solid heavy line.
 - (2) Location, width and legal names of all existing or

prior platted streets or highways, railroad and utility right of way, parks and other public open spaces, permitted buildings or structures, and section and municipal corporation lines, within or adjacent to the tract.

(3) In case of replat all lines of the original plat being vacated shall be shown by dotted lines in their proper position in relation to the new arrangement of the plat, the new plat, being clearly shown in solid lines so as to avoid ambiguity or confusion.

(4) Existing sewers, water lines, culverts, or other underground facilities within the tract, indicating pipe sizes, grades and exact location.

(5) Boundary lines, of adjacent lands, showing owners names.

(6) Existing zoning of proposed subdivision and adjacent tracts in zoned areas.

(7) Contours based on U. S. Government bench marks not more than five (5) feet nor less than one (1) foot vertical intervals as required by the Commission.

(8) If any section or other corner monument could not be found and had to be restored, explain in detail the circumstances or method of relocation.

(c) **Proposed Conditions:**

(1) Layout of streets, their names and widths and also widths of alleys, and easements. The names of the streets shall conform as far as practicable to the names of corresponding streets existing in the vicinity of the subdivision. The name of the new street, not an extension or a correspondent of an existing street, shall not duplicate that of any existing street in the County.

(2) Layout, approximate dimensions and numbers of lots.

(3) Parcels of land to be dedicated or reserved for public use or set aside for use of property owners in the subdivision.

(4) Building set back lines, showing dimensions.

(D) **FINAL PLAT INSTRUCTIONS:**

The plat shall consist of one sheet and show:

1. The name of the subdivision, of the Registered Land Surveyor or Registered Professional Engineer.
2. Signature, seal and certificate of the Registered Land Surveyor or Registered Professional Engineer.
3. Graphic scale, date and north point.
4. All information developed by the boundary survey, including complete description and accurate location of all monuments by reference ties or description points, and notes indicating, whether the monuments used were "found" or "set". Dimensions and bearings or angles of the boundaries, and true courses and distances to official monuments shall be shown and indicating any changes which may exist from the description appearing in the last recorded transfer of the property.
5. Boundary locations of political subdivisions.
6. Exact location, width and name of each street within and adjoining the subdivision and the width and location of all alleys.
7. All lots and blocks shall be numbered.
8. All lot lines, block lines, street lines, radii, internal angles tangents, arcs, and degree of curves based on arc definition accurately dimensioned.
9. Building setback lines and utility easements accurately shown with dimension.
10. Outlines and accurate dimensions of any areas to be dedicated for public use, with the purpose indicated thereon and in the dedication. And any of area to be reserved by covenant for common uses of all lot owners.
11. Restrictive covenants of all types which run with the land, provided however, that a list of said covenants may be filed separately from the plat.
12. Certificate of approval by the Commission.

All bearings or angles referred to above shall be given to the nearest 20 sexagesimal seconds; distances to the nearest hundredth foot. All such data shall be mathematically exact.

The certificates of the surveyor or engineer, as referred to above, shall be in the form following:

I, the undersigned Registered Land Surveyor (or Registered Professional Engineer or Surveyor of Hendricks County, Indiana), being legally qualified to practice and hereby surveying within Hendricks County, Indiana, do hereby certify that I have surveyed the following described property in accordance with the official records, and that this plat of survey is true and correct and accurately represents a subdivision of real estate more particularly bounded and described as follows:

(here insert legal description)
I further certify that all measured distances herein have been corrected to a temperature of 68 degrees F., and that all bearings specified refer to true meridian as determined by astronomical observations (or, if not true meridian, describe the meridian assumed)

Given under my hand and seal this day of 19.....

SIGNED: day of
Registered No.....

SEAL:

E. **DEDICATION—CERTIFICATE**
Each final plat submitted to the Commission for approval shall bear a certificate of dedication of all streets, alleys and easements or public areas, and shall be accompanied by a clear and concise statement of building and use covenants and restriction applicable to the platted area.

PLAT CERTIFICATE
The following form shall be used in final plats:
CERTIFICATE

UNDER AUTHORITY PROVIDED BY CHAPTER 174-ACTS OF 1947 ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ORDINANCE ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF HENDRICKS, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE COUNTY OF HENDRICKS AS FOLLOWS:
Approved by County Plan Commission at meeting held

SEAL:
President

SECTION 9. **ADOPTION.** This ordinance shall be in force and effect from and after its passage and all ordinances and parts of ordinances in conflict herewith are hereby repealed. Ordinance No. 1 adopted 1952, is hereby specifically repealed.

Passage by the Board of Commissioners of the County of Hendricks, Indiana, on the 4th day of February, 1957.

ARTHUR HINSEL, President
LOWELL FRANKLIN, Member
WILBUR E. NEWLIN, Member

SEAL
Attest: CHESTER V. PARKER, County Auditor.
Entered for filing Feb. 7, 1957 Miscel. Record 35, Page 563.
Records of Hendricks County, State of Indiana.