

## PLAT RESTRICTIONS FOR BRIDGEWATER - SECTION FOUR

The undersigned, The Marina Limited Partnership, being the owners of record of the above described real estate, hereby certify that they do lay off, plat and subdivide the same into lots, blocks and streets in accordance with this plat and certificate.

This subdivision shall be known and designated as BRIDGEWATER SECTION FOUR.

All public right of ways (public streets) shown hereon and not heretofore dedicated are hereby dedicated to the public for use as public streets.

1. **EASEMENTS FOR DRAINAGE, SEWERS, AND UTILITIES:** Lots are subject to drainage easements, sewer easements, utility easements, either separately or in combination, as shown on the plat, which are reserved for the use of the lot owners, public utility companies and governmental agencies as follows:
  - A. **DRAINAGE EASEMENTS (D.E.)** are created to provide paths and courses for area and local storm drainage, either overland or in underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage system; and it shall be the individual responsibility of the lot owner to maintain the drainage across his own lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision.
  - B. **SEWER EASEMENTS (S.E.)** are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system of said city and/or county designated to serve the addition for the purposes of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect with any public sanitary sewer available.
  - C. **UTILITY EASEMENTS (U.E.)** are created for the use of public utility companies, not including transportation companies, for the installation of pipes, mains, ducts and cables as well as for the uses specified in the case of sewer easements.
  - D. The owners of all lots in this addition shall take title subject to the rights of public utilities, governmental agencies, and the rights of the other lot owners in this addition to said easement herein granted for ingress and egress in, along and through the strips of ground for the purposes herein stated.
2. **DWELLING SQUARE FOOTAGE REQUIREMENTS AND USE:** All lots in this subdivision shall be known and designated as residential lots. No business building shall be erected on said lots and no business may be conducted on any part thereof, other than the home occupations permitted in the Zoning Ordinance of Noblesville, Hamilton County, Indiana and/or the Dwelling Districts Zoning Ordinance of Marion County, Indiana. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single-family dwelling not to exceed two and one-half stories in height

and residential accessory buildings. Any garage, or accessory building erected shall be of permanent type of construction and shall conform to the general architecture and appearance of such residence. The minimum square footage of finished living space of dwellings constructed on all Residential Lots shall be 2400 square feet for a single floor residence and 2600 square feet for a two story or multi-story residence with the ground floor having a minimum of 1300 square feet exclusive of porches, terraces, garages, carports, accessory buildings and basements.

3. Accessory buildings shall not exceed 35% of the total floor area of the residence, excluding basement, unless the basement is a walkout and is in a finish condition for living purposes.
4. Boat houses may not exceed one story (10 feet in height) and shall not exceed 900 square feet under roof.
5. FRONT YARD LIGHTS: A front yard light shall be installed and maintained on each lot in this subdivision by the respective owners thereof. Prior to the installation of said front yard light, drawings, diagrams and any other documents requested by the Development Control Committee (as defined in the Declaration of Restrictions) shall be submitted to said Committee for its approval. Such approval shall include design, color, location, height, tree preservation and overall characteristics of the lot and the subdivision.
6. FENCES: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines. No tree shall be permitted to remain within said distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.
7. RESIDENTIAL SETBACK REQUIREMENTS
  - A. In General - Unless otherwise provided in these restrictions or on the recorded plat, no dwelling house or above grade structure shall be constructed or placed on any residential lot in the Development, except as provided herein.
  - B. Definitions - "Side line" means a lot boundary that extends from the road on which a lot abuts to the rear line of said lot. "Rear line" means the lot boundary line that is farthest from, and substantially parallel with, the road on which the lot abuts, except that on corner lots, it may be determined from either abutting road.
  - C. Front Yards - The front building setback lines (B.L.) shall be as set forth upon this plat of the Development.
  - D. Cul-De-Sacs - If the particular lot abuts on a cul-de-sac, the front building setback line (B.L.) shall be as shown on the plat of that lot.
  - E. Side Yards - Minimum side yard setback: Total - 20% of minimum lot width. Provided, however, no side yard shall be less than nine (9) feet from the side line of the lot.

- F. Rear Yards - Rear setback lines shall be at least twenty (20) feet from the rear lot line excepting in the case of water frontage lots where setbacks shall be twenty (20) feet or the horizontal location of the line which lies at 788.4 feet above mean sea level (with the exception of boat houses approved by the Development Control Committee), whichever is greater; provided, however, the Indiana Department of Natural Resources may authorize an encroachment upon lands below 788.4 above mean sea level because of unusual topographic conditions.
8. **EXCLUSIVE OWNERSHIP BLOCKS:** Exclusive blocks are created for the exclusive use, benefit and enjoyment of certain lot owners as designated herein, to provide among other things, access to Geist Reservoir. These exclusive blocks may provide among other things potential access to boat docks adjoining the block. If the Developer makes a boat dock available, the exclusive blocks will be deeded in fee based upon the percentage ownership interest to the owners of the lots which have ownership rights therein based upon the percentage. The ownership of the undivided interest in these exclusive blocks shall not be separately conveyed nor transferred.
- BLOCK "D". Block "D" is created for the exclusive use and benefit of twenty four lot owners. Block "D" shall be deeded an undivided 1/24 interest to the owners of the aforescribed lots as selected by the developer at the time of transfer of the lots. The ownership of the undivided interest in the blocks shall not be separately conveyed nor transferable or assigned.
9. **COMMON AREA BLOCK: BLOCK "E".** Block "E" is created and reserved for the use and benefit of the Developer and Property Owners Association for the purposes of providing green space. However, no launching of watercrafts including, but not limited to motor boats shall take place from this real estate in Bridgewater. In addition, this space shall remain private and no act or omission on behalf of the Developer or the Property Owners Association shall be construed as a dedication for this space to the public.
10. **100 YEAR FLOOD ELEVATION AND FLOOD PROTECTION GRADE:** (Minimum Building Elevation) The 100 Year Flood Elevation on Geist Reservoir is at Elevation 788.4. Flood Protection Grade (FPG) is defined and means the Elevation of the lowest point around the perimeter of a building at which flood waters may enter the interior of the building (IDNR Rule FPM 1, filed March 18, 1974).
11. **DEVELOPMENT CONTROL COMMITTEE:** Prior to application for Improvement Location Permit from the Department of Community Development of the City of Noblesville and/or the Department of Metropolitan Development of the City of Indianapolis for the construction of a residence or other structure, site plans and building plans shall be approved in writing by the Development Control Committee, as defined in the Declaration of Restrictions. Such approval shall include building design, color and location, private drives, tree preservation and proposed landscaping.

12. **CONTROLLING DOCUMENTATION:** The restrictions contained in the plat are an implementation of the Declaration of Restrictions of Bridgewater, recorded as Instrument No. 91-14070 in the Office of the Recorder of Hamilton County, Indiana, and Instrument No. \_\_\_\_\_ in the Office of the Recorder of Marion County, and any amendments thereto. The specific amendment, an instrument which affects this plat, is entitled "Designation of Additional Real Estate" (Declaration of Restrictions for Bridgewater, Section Four) recorded as Instrument No. 96-44663 in the Office of the Recorder of Hamilton County, Indiana.\*In the event of a discrepancy between these Plat Restrictions and the Declaration, then the Declaration shall control.
13. **DURATION:** These covenants are to run with the land, and shall be binding to all parties and all persons claiming under them until January 1, 2080, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of those persons who are then the owners of a majority of the numbered lots in the development.
14. **ENFORCEMENT:** The right of enforcement of each of the foregoing restrictions by injunction, together with the right to cause the removal by due process of law of structures erected or maintained in violation thereof, is reserved to the Control Committee, the owners of the lots in the subdivision, their heirs and assigns, their successors or assigns, who are entitled to such relief without being required to show any damage of any kind to the Control Committee, any owner or owners, by or through any such violation or attempted violation. The right of enforcement of the covenants is hereby also granted to the Noblesville Department of Planning and Development and/or the Department of Metropolitan Development of the City of Indianapolis, its successors or assigns.
15. The purchaser of a lot in this Section shall acquire said lot subject to all terms, provisions, conditions and assessments as required by and set forth in a certain Sewer Service Agreement between The Shorewood Corporation and the City of Indianapolis, as assigned, recorded on August 27, 1981, as Instrument No. 81-54926 in the Office of the Recorder of Marion County, Indiana and recorded August 26, 1981, as Instrument No. 26699, Book 166, pages 408 thru 416 in the Office of the Recorder of Hamilton County, Indiana.

\* and as Instrument No. 96-147462 in Marion County.

## BRIDGEWATER DEVELOPMENT CONTROL COMMITTEE

### GUIDELINES FOR ARCHITECTURAL CONTROL

#### INTRODUCTION:

Pursuant to the Declaration of Restrictions of Bridgewater, the Bridgewater Development Control Committee ("Committee") is charged with the responsibility of preserving and enhancing the integrity of the development within the legal limits set out in these Restrictions. The Restrictions generally, provide that the Committee has the right to promulgate and enforce reasonable rules to regulate the external design, appearance, use, location and maintenance of the lots and improvements subject to the Restrictions in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures. In order to satisfy this responsibility, the Committee shall:

a. Approve or disapprove plans and specifications for all new construction.

b. Approve or disapprove plans and specifications for all exterior improvements on the subject lots. This includes but is not limited to fences, outbuildings, additions, and swimming pools.

#### Plans and specifications to be submitted

In order to properly review proposed improvements, the Committee has established the following to be the minimum materials to be submitted in triplicate:

a. All plans, drawings, or blueprints will be of professional quality and drawn to scale. Plans must include all exterior elevations, floor plans and foundation plan.

b. Plans for any improvement must include information noting major building materials, i.e. brick, stone, siding, and proposed colors.

c. A plot plan which identifies the following: location of house and driveway, finish floor elevation, location of any easements, location of proposed improvement, and location of any relevant factors such as neighboring homes, significant landscape barriers (existing or proposed). Plot plan shall include the distance of all improvements from property lines.

## ARCHITECTURAL GUIDELINES

As noted previously, any new building or improvement or any addition to an existing building must have prior written approval of the Committee before any work is undertaken. The Committee has established the following guidelines for specific types of construction and improvements on lots in Bridgewater. Any addition, exterior alteration or change to an existing building shall be compatible with the design and character of the original structures.

### FENCES

Fences will be approved in back yards only, Backyard is described as not forward of the rear foundation line of a home. An exception to this is if the fence is to serve a service door into the house or garage and specifically if that fence is of an open material (wrought iron or split rail with black mesh).

Forty-eight inches is the maximum height for property fencing. Fencing the entire backyard is discouraged to preserve a more spacious feeling. Consequently, fences of an open nature will be more readily approved, such as wrought iron and split rail with black mesh fencing with a landscape plan.

All fencing should preferably have finished material on both sides. If only one side has finished materials, that side must face the adjoining property.

Five foot privacy/screening fences will be considered for small patio areas only.

In the case of swimming pools, if a privacy type fence is to be used, it cannot be a perimeter fence. It may only enclose the area around the pool, concrete deck and a landscape or activity area.

In order to approve plans for fences, the Committee needs a brief description of height, materials, etc. and a site plan of your lot with the location of the fence noted.

### LANDSCAPING AND PLANTINGS

Landscaping work and plantings in general do not require the approval of the Committee. However, trees, hedges and shrubs which restrict sign lines for vehicular traffic shall be cut back or removed. Special landscaping beyond that normally associated with a single family resident must be approved. All retaining and landscape walls must be approved. All front yards must be sodded

unless an in-ground sprinkler system is installed. If you are uncertain about these requirements, please contact the Committee.

#### EXTERIOR ANTENNAS

No television or radio antennas, including satellite dishes may be erected on the exterior of any home in the Development.

#### SWIMMING POOLS

Permanent in-ground pools must have the approval of the Committee before any work is undertaken. Above-ground pools will not be approved by the Committee. Temporary pools having a depth of two feet or less require no approval.

An application for the construction of a swimming pool will not be considered unless the application is accompanied by an acceptable fence design or evidence that the agency issuing the building permit will accept an automatic cover and that the subject pool plans include an automatic cover. The design shall conform to county or municipal regulations as well as the guideline for fences contained in this document. Minimum side yard and rear yard requirements will be the same as those required for the home. Use of plantings in the vicinity of the pool is recommended to soften the effect of noise and activity on adjacent properties.

#### PLAY EQUIPMENT

Children's play equipment such as sandboxes, temporary pools having a depth of two feet or less, swing and slide sets, playhouses and tents shall not require approval provided such equipment is not more than six feet high, in good repair (including painting) and every reasonable effort has been made to screen or shield such equipment from view. Equipment higher than six feet requires the approval of the Committee with regard to design, location, color, material and use.

#### MISCELLANEOUS

Exterior lighting shall not be directed in such a manner as to create annoyance to adjacent properties.

Trash and garbage containers shall not be permitted to remain conspicuous except on days of trash collection.

Homeowners shall make a reasonable effort to keep garage doors closed except during times of actual use of the garage facility.

Permanent clothes lines are prohibited.

INDIANAPOLIS WATER COMPANY AND THE SHOREWOOD CORPORATION

MORSE AND GEIST RESERVOIRS

Rules Concerning Structures and Other Activities at

Morse and Geist Reservoirs

Pursuant to the License Agreement dated October 19, 1970, between Indianapolis Water Company ("IWC") and The Shorewood Corporation ("Shorewood"), and to protect Geist and Morse Reservoirs from erosion, contamination, pollution, diminution of the water supply and interference with their proper use, function, and maintenance as water supply facilities, IWC and Shorewood adopt the following rules governing use of the Reservoirs and IWC's 20 foot easement around the Reservoir.

1. Structures

All structures to be located below the water's edge when the water in the Reservoir is at 785 feet above sea level at Geist Reservoir or 810 feet above sea level at Morse Reservoir ("legal shoreline"), or within the IWC 20 foot easement at either Reservoir must have prior written approval of the Geist or Morse Development Control Committee and conform to the following rules and standards.

No structure shall be permitted within the IWC 20 foot easement other than boathouses, docks, patios, landings and walkways (with handrails) located at ground level.

a. Boathouses. There shall be permitted one (1) boat house per lot, the outside dimensions of which shall not exceed the lesser of 30 feet in width or 50% of the shoreline footage of the lot in width. Such boat house shall not extend into the reservoir beyond the legal shoreline. Nor shall any room or similar facility be built on top of any boat house. Only flat roofs are allowed.

b. Docks All docks shall be floating and extend into the water no more than 35 feet from the property line. Any boat lift shall be attached to the owner's dock.

c. Patios, Landings, Walkways. All patios, landings and walkways shall be made of wood. Any steps down to such structures shall also be made of wood. No part of any patio, landing or walkway structure shall be located in or over the Reservoir.



- d. Shore Protection. All shore protection, rip rap, retaining walls and sea walls to be installed within the IWC 20 foot easement shall be constructed in accordance with Guidelines for Protecting Shoreline Property at Morse and Geist Reservoirs. No construction action may occur below the legal shoreline of the Reservoir unless (1) the property owner establishes to the satisfaction of the Geist or Morse Development Control Committee that confining shoreline protection to the owner's property will not adequately protect the owner's shoreline; and (2) the plans for this have the prior written approval of the appropriate Development Control Committee, Indianapolis Water Company and state and federal regulatory authorities having jurisdiction over such activity. No landings, railings or material of any kind shall extend over the Reservoir from any form of shore protection.
- e. Retaining Walls. Retaining walls shall not exceed 5 feet in height. All retaining walls shall be constructed either (1) to hold an existing bank at its natural grade, or (2) to permit the owner to construct terraces on the lot which may be necessitated by the steep grade or topography of the lot in relation to the water.
2. Irrigation Systems. The pumping of water from Geist Reservoir is prohibited. No pipes or other irrigation equipment shall be located in the Reservoir or within the 20 foot easement.
3. Animals. No animals shall be kept or maintained on any lot abutting the Reservoirs except domesticated pets.
4. Wells and Septic Tanks. No water wells shall be drilled on any lot abutting the Reservoirs nor shall any septic tanks be installed on any lot abutting the Reservoirs except upon express approval of the Geist or Morse Development Control Committee and written consent of Indianapolis Water Company.

The foregoing rules are supplemental to all existing covenants and restrictions with respect to property abutting Morse or Geist Reservoir.

In the event that property abutting the Reservoirs is not subject to regulation by the Geist or Morse Development Control Committee, then all approvals with respect to such property required to be obtained pursuant to these rules from the Development Control Committee shall instead be obtained from Indianapolis Water Company.

Date: 8/8/89

SHOREWOOD CORPORATION

INDIANAPOLIS WATER COMPANY

By: [Signature]  
Printed: [Signature]  
Title: President

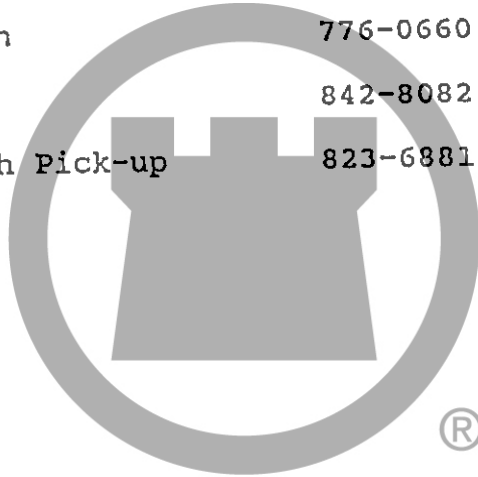
By: [Signature]  
Printed: [Signature]  
Title: Sr. V.P. Engineering



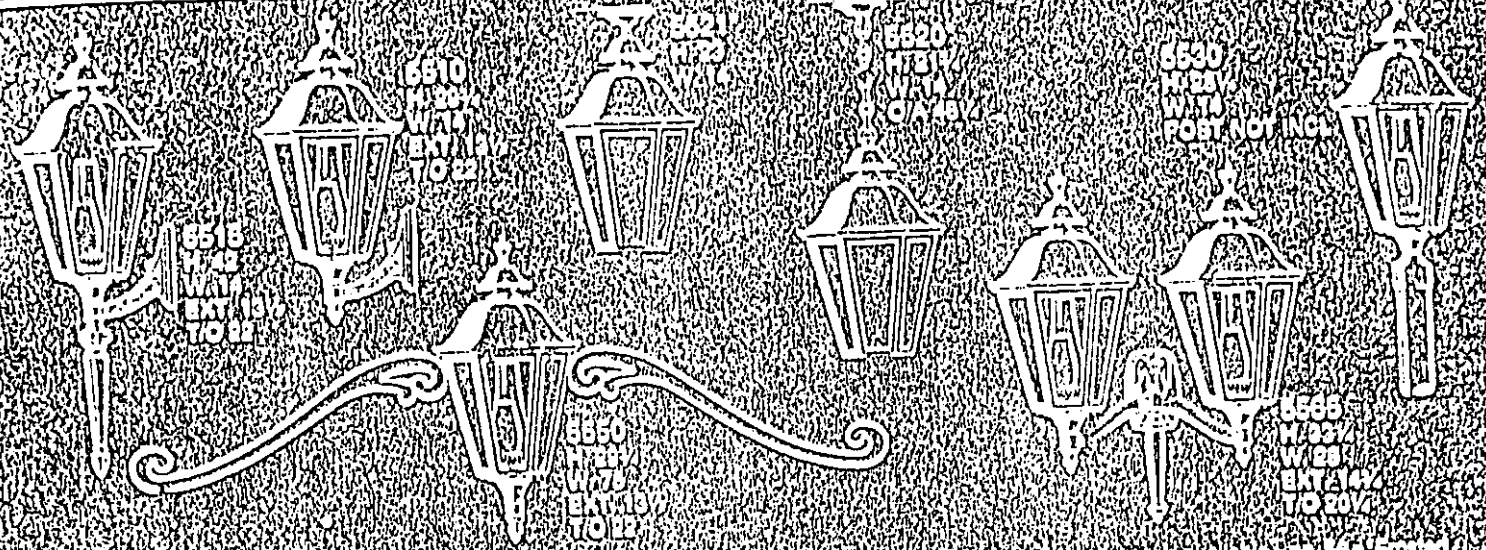
CHICAGO TITLE

BRIDGEWATER SERVICES

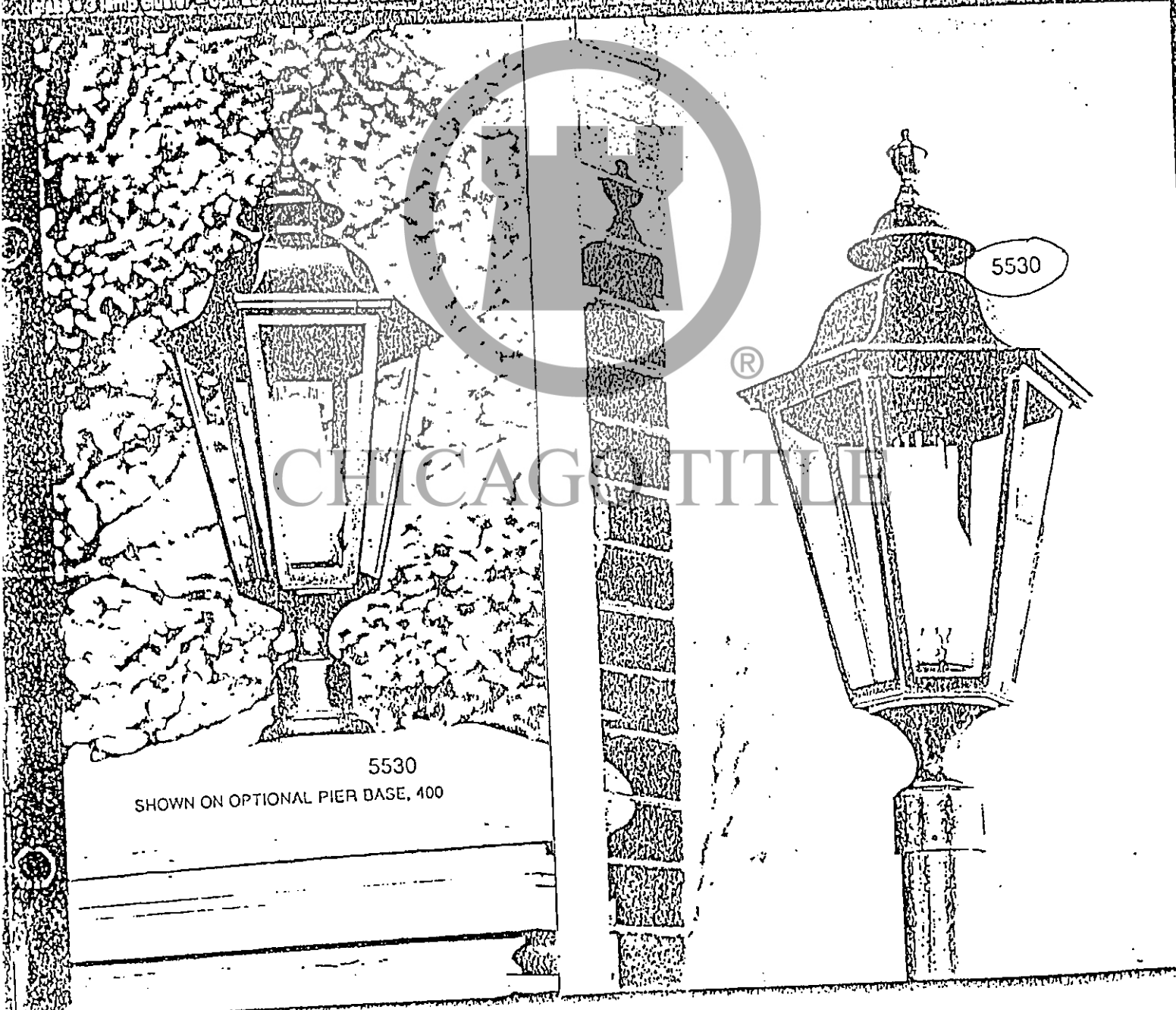
Indiana Bell Telephone	556-4200
Indiana Gas	1-800-666-3096
Indianapolis Water Company	631-1431
Public Works/Sewer Service	236-3028
PSI	773-1980
Insight Cablevision	776-0660
Shorewood Security	842-8082
Waste Systems Trash Pick-up	823-6881



CHICAGO TITLE



100 W. Madison Street, Chicago, Ill. 60601  
 CHICAGO TITLE & REALTY CO. A Division of First Chicago National Bank  
 100 W. Madison Street, Chicago, Ill. 60601  
 CHICAGO TITLE & REALTY CO. A Division of First Chicago National Bank



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CHICAGO TITLE

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SHOWN ON OPTIONAL PIER BASE, 400



# Westfield Lighting Co.

\*TARA L. MARKER

12923 Ford Drive  
Fishers, IN 46038  
(317) 570-1292

3440 E. St. Rd. 32  
Westfield, IN 46074  
(317) 896-3033

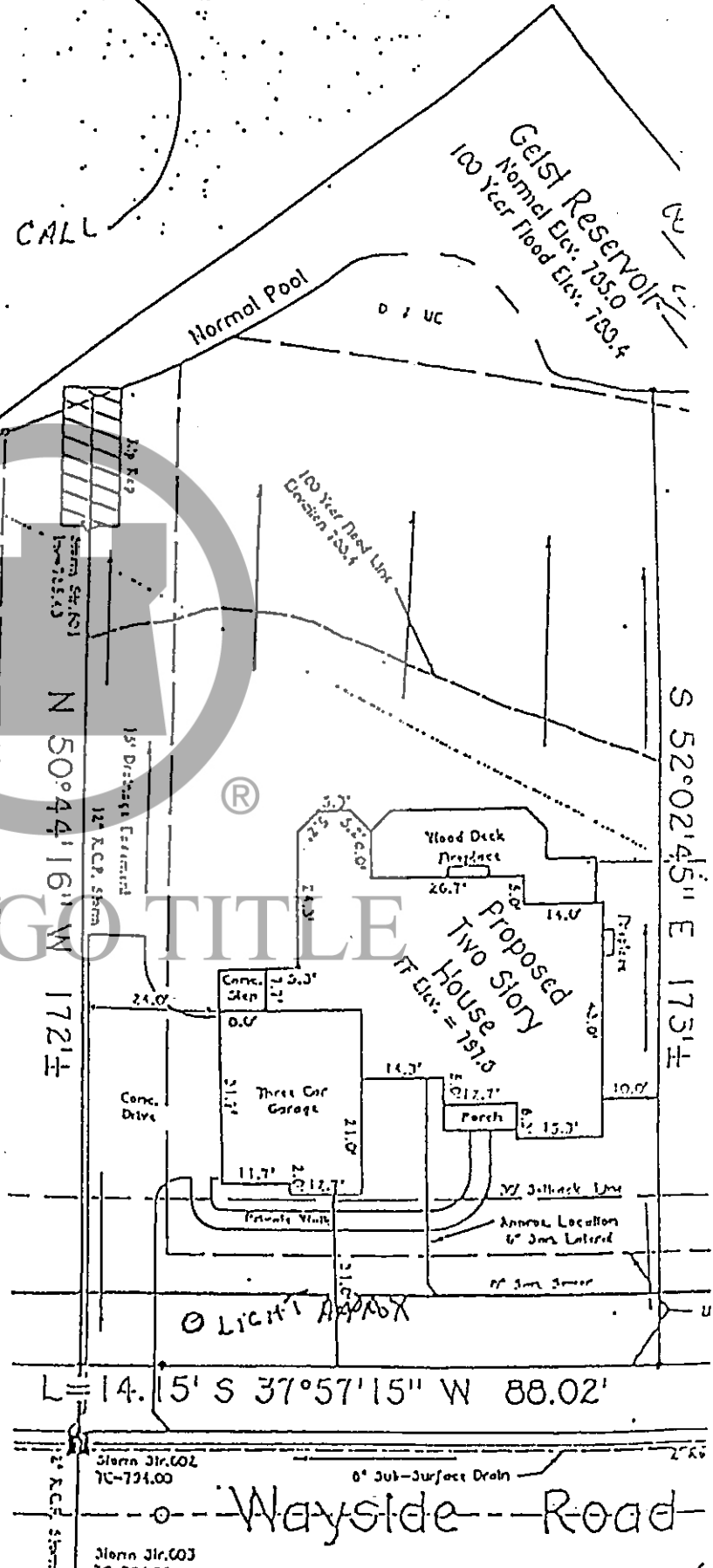
Fax 896-3878

WESTFIELD STACKS  
THESE LIGHTS FOR US, - CALL

BRIDGE WATER  
CAM BRIDGE

*Handwritten initials*

CHICAGO TITLE



YARD LIGHT SHOULD  
BE APPROXIMATELY 20 FEET  
FROM THE BACK OF CURB  
AND 5 FEET FROM THE  
DRIVEWAY

DATE \_\_\_\_\_ SUBJECT \_\_\_\_\_  
 D. BY \_\_\_\_\_ DATE \_\_\_\_\_ MAILBOX AND POST STATION

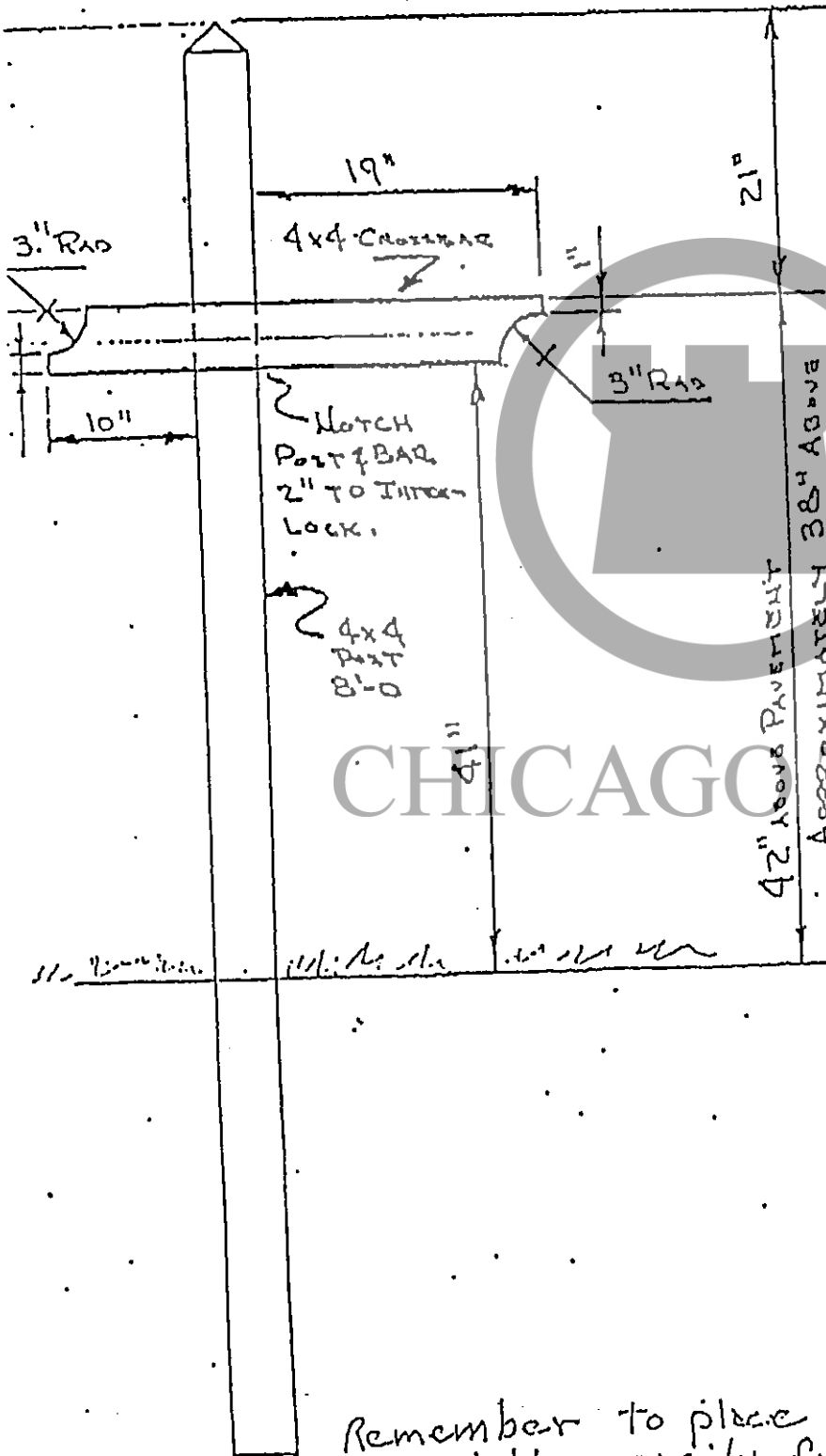
DRAWING NO. \_\_\_\_\_ OF \_\_\_\_\_  
 JOB NO. \_\_\_\_\_  
 PGS. 5

EFFECTIVE 11/21/77  
 REDRAWN 12/15/82

Post:  
 TREATED PLY OR SIMILAR  
 MATERIAL  
 PAINT FLAT BLACK

Box:  
 SIZE 1 1/2  
 PAINT FLAT BLACK

NOTE: A NUMBER OF LOCAL  
 HANDYMAN INSTALL BOXES.  
 A NORMAL COST FOR  
 THIS WORK IS ABOUT  
 50 TO 75 DOLLARS.



Remember to place so that mailperson  
 can deliver easily from car.

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THE SHOREWOOD CORPORATION

ARCHIVES FILE NO. 132

ITEM NO. \_\_\_\_\_

RELEASE AND MODIFICATION  
(GEIST RESERVOIR)

THIS INSTRUMENT WITNESSES THAT:

WHEREAS, by Special Warranty Deed dated December 30, 1960, Indianapolis Water Company (hereinafter sometimes called "the Water Company") conveyed to The Shorewood Corporation (hereinafter sometimes called "Shorewood") certain real estate that lies in the Counties of Hamilton, Hancock, and Marion, State of Indiana, adjacent to the Water Company's Geist Reservoir, which Special Warranty Deed was recorded in the office of the Recorder of said Hamilton County on January 3, 1961, as Instrument No. 3765 at page 194 of Deed Record 167, in the office of the Recorder of said Hancock County on January 20, 1961, as Instrument No. 6065 at page 465 of Deed Record 125, and in the office of the Recorder of said Marion County on January 11, 1961, as Instrument No. 2949 at page 302 of Deed Record 1044; and

WHEREAS, by the express terms of said Special Warranty Deed, the conveyance thereby effected and the land thereby conveyed were made subject to certain covenants, restrictions, easements, and servitudes, all of which run with that land and bind, and inure to the benefit of, the parties to said Special Warranty Deed and their respective heirs, representatives, successors, and assigns; and

WHEREAS, by an instrument dated October 11, 1965, the Water Company and Shorewood released and modified certain of those covenants, restrictions, easements, and servitudes (which covenants, restrictions, easements and servitudes, as so modified and released are hereinafter called "the Covenants"), and gave

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certain consents to uses prohibited by the Covenants (which consents are hereinafter called "the Consents"), which instrument was recorded in the office of the Recorder of Hamilton County on October 13, 1965, as Instrument No. 9900 at page 156 of Book 06, in the office of the Recorder of Hancock County on October 16, 1965, as Instrument No. 9903 at page 215 of Record 31, and in the office of the Recorder of Marion County on October 13, 1965, as Instrument No. 65-53090; and

WHEREAS, the Water Company is the present owner of Geist Reservoir; and

WHEREAS, Shorewood has asked the Water Company for certain further releases and modifications of the Covenants as they apply to any real estate now burdened by the Covenants (which real estate shall be hereafter called the "Geist Reservoir Land"); and

WHEREAS, additional conveyances of real estate have been made by the Water Company to Shorewood (which additional conveyances are described in attached Exhibit A), all of which were made subject to obligations by Shorewood to grant in the future to the Water Company any requested easement, license, covenant, restriction, limitation or servitude burdening the real estate being conveyed, from which obligations Shorewood has requested to be released; and

WHEREAS, the Water Company is willing, on the terms and conditions hereinafter set out, to grant said requests for certain further releases and modifications:

NOW, THEREFORE, THIS INSTRUMENT FURTHER WITNESSES THAT, in consideration of the premises and the sum of One Dollar (\$1.00) paid by Shorewood to the Water Company, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the Water Company releases and modifies the

Covenants as follows:

ARTICLE I

Releases and Modifications  
of the Covenants

The Water Company hereby releases and modifies the Covenants so that the Covenants, as hereby released and modified, shall hereafter read, in full, as follows:

(1) Title in Shorewood to the Geist Reservoir Land shall extend only to the shore line of Geist Reservoir as said shore line would have been established on the date hereof, if the water level were at an elevation of 705.0 feet above sea level (said elevation being the height of the existing reservoir spillway) and as the shore line may hereafter be established by the water level at said elevation through alluvion to or erosion from said shore line. Shorewood shall have no rights of any character with respect to Fall Creek, the reservoir, the land thereunder, the water therein, or its or their level, use, or condition, and the Geist Reservoir Land shall have no riparian or littoral rights or incidents appurtenant, except title shall pass by accretion through alluvion to and by erosion from the shore line, but title shall not pass by reliction or submergence or changing water levels. The Water Company shall have the right at any time and from time to time to dredge or otherwise remove any accretion or deposit in order to move or restore the shore line toward or to, but not inland beyond, the location at which it would exist on the date hereof if the water level were at the elevation aforesaid, and title shall pass with such dredging or other removal as by erosion.

(2) The Water Company shall have an easement of

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reasonable ingress and egress upon, across, and through the Ceist Reservoir Land from the nearest public road or right of way to provide ready access for men, materials, and equipment to the strip of land encumbered by the easement that is defined in paragraph (3) hereof. But the Water Company shall be under no duty to operate, maintain, dredge, repair, replace, patrol, inspect, or take any other action with respect to the reservoir, the surrounding area, or related facilities or appurtenances. Without limiting the generality of the foregoing, the Water Company shall not be liable for damages caused by ice, flooding, erosion, washing, percolation seepage or other action of the water.

(3) The Water Company shall have an easement upon, across, and through the portion of the Ceist Reservoir Land consisting of a strip of ground adjacent to the boundary thereof at the shore line, as said boundary may be established from time to time, for all purposes in connection with operating and maintaining the reservoir, including, but not limited to: grading, filling, excavating, and dredging; and installing, operating, maintaining, repairing, replacing, and patrolling facilities necessary to control erosion or protect and maintain the quantity or quality of the water supply of the reservoir. Said strip shall be 20 feet in width, unless the Water Company shall consent in writing to a reduction in the width thereof.

(4) The Ceist Reservoir Land shall not be used for industrial, commercial, or other business purposes of a type which normally stores, uses, produces, or otherwise permits to be located on the premises noxious materials in such quantity that their introduction into the reservoir would or might cause

contamination or pollution or interfere with proper use, functioning, or maintenance of the reservoir for water supply purposes, without the written consent of the Water Company. No waste, oil, or other deleterious material shall be discharged, and no trash, garbage or debris, shall be dumped in or upon the Geist Reservoir Land or into the reservoir, nor shall any septic or waste disposal system be installed which discharges any effluent or substance of any kind into or upon the Geist Reservoir Land, nor shall the Geist Reservoir Land be used in any manner which causes or might cause contamination or pollution of the reservoir or interfere with its proper operation, functioning, or maintenance. The Water Company will not unreasonably withhold its approval of the discharge of effluent from a central sanitary sewage facility, approved by the Indiana Stream Pollution Control Board, or from a storm water system, but may condition its approval upon restrictions that will reasonably protect the reservoir. Shorewood shall not use the Geist Reservoir Land in any manner that promotes erosion. Shorewood shall not do any act so as to withdraw water from the reservoir directly or indirectly or allow the escape of water from the reservoir through underground formations or otherwise, or do any act which would result in contamination of the water in the reservoir without the written consent of the Water Company, but the Water Company will not unreasonably withhold its consent to central water supply systems approved by state and local health agencies.

(5) If Shorewood violates, or causes or permits any condition to exist in violation of any of the provisions hereof after reasonable notice, the Water Company may, in addition to

EXHIBIT A  
GEIST RESERVOIR

The following described conveyances from the Water Company to Shorewood were made subject to the obligation of Shorewood to grant to the Water Company on its request easements, licenses, covenants, restrictions, limitations or servitudes, which obligations are being released.

1. Special Warranty Deed, dated December 30, 1960, recorded on December 31, 1960, in Book 225, pages 161-164, in the office of the Recorder of Hamilton County, Indiana.

2. Special Warranty Deed, dated December 30, 1960, recorded on December 31, 1960, in Book 225, pages 165-169, in the office of the Recorder of Hamilton County, Indiana.

3. Special Warranty Deed, dated December 30, 1960, recorded on December 31, 1960, as Instrument No. 68-67959, in the office of the Recorder of Marion County, Indiana.

4. Special Warranty Deed, dated December 30, 1960, recorded December 31, 1960, as Instrument No. 68-67960, in the office of the Recorder of Marion County, Indiana.

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See Assignment of Rights in Pipe  
See Instr # 8710534  
Recorded 5/7/87

For Correction Commission  
of Reservoir Easement Rights  
See Case Book 2 Page 306-308  
File 12-20-87

For assign  
in

of Right 1863

LICENSE AGREEMENT <sup>BOOK 121</sup> <sup>PAGE 206</sup>

See Book 187 Page 256  
See 12-11-86

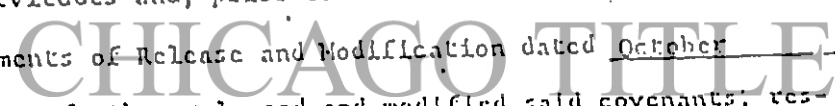
THIS INSTRUMENT WITNESSES THAT: WHEREAS, the Indianapolis Water Company ("the Water Company") owns Geist and Morse Reservoirs, which lie in Marion, Hamilton, and Hancock Counties, State of Indiana, and operates them for water supply purposes; and

For instrument concerning  
this see Case Book 2 Page 301-303  
Recorded 5-21-87

WHEREAS, on December 30, 1960, the Water Company conveyed to The Shorewood Corporation ("Shorewood") certain lands abutting Geist and Morse Reservoirs by Special Warranty Deeds that reserved certain easements to the Water Company over the lands conveyed, and created certain restrictions, covenants, and servitudes in the Water Company's favor; and

For correct assignment  
of Reservoir Rights  
See Book 177 Page 257  
See 5-24-87

WHEREAS, on October 11, 1965, the Water Company released and modified those restrictions, covenants, easements, and servitudes and, prior to the execution hereof, by separate instruments of Release and Modification dated October 19, 1970, has further released and modified said covenants, restrictions, easements, and servitudes as they apply to real estate presently owned by Shorewood (which covenants, restrictions, easements, and servitudes as restated in the last mentioned instrument are hereinafter called "the Covenants"); and



WHEREAS, Shorewood plans to subdivide and sell all or a portion of the real estate it now owns, including the real estate acquired from the Water Company and burdened by the Covenants, and, in order that it may provide the most desirable recreational uses to purchasers of such real estate, has requested

For Consent to Assignment of Release Rights  
See Vol. 190 Page 212-216 Recorded 12-30-86  
For Consent to Assignment of Release Rights  
See Case Book 2 Page 306-308

the Water Company to grant certain licenses with respect to the use of the reservoirs to Shorewood and subsequent owners of real estate now owned by Shorewood; and

WHEREAS, the Water Company is willing to grant such licenses with respect to the reservoirs upon the terms and conditions stated herein:

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the parties agree as follows:

1. The initial term of these licenses shall be for the period beginning October, 19, 1970, and ending October 30, 2069, unless sooner terminated as provided for herein. After October 30, 2069, these licenses shall continue from year to year unless either party terminates the licenses upon thirty (30) days' written notice to the other party prior to the end of any such year.

2. During the term of these licenses Shorewood shall have the privilege of installing and constructing marinas, boat docks, and beaches for commercial use adjacent to the shore line of either Geist or Morse Reservoir and extending a reasonable distance into the reservoirs.

3. Shorewood or its grantees or successors in interest who own, or are otherwise legally entitled to use or occupy, real estate abutting upon Geist or Morse Reservoirs may construct and install private beaches, boat docks, or boat houses for the use of themselves, or their invitees, and may cut or contour the

banks of the reservoirs; provided, however, that any such beach, boat dock or boat house shall not extend more than 25 feet into the reservoir from the boundaries of the lands presently owned by Shorewood.

4. Shorewood, its grantees, successors in interest, invitees, or the invitees of its grantees or successors in interest may use the reservoirs for all water-related recreational uses, such as boating, swimming, fishing, water skiing, ice boating, and ice skating.

5. Rules and regulations for the use of the reservoirs that are necessary for the promotion of safety and recreational uses of the reservoirs shall be made by a three person committee composed of one designee of Water Company, one designee of Shorewood, and one person selected by the other two members of the committee.

6. The Water Company shall not be liable to Shorewood or to any other person for any damage either to person or to property caused by or resulting from the use of the reservoirs or activity thereon by Shorewood, its employees, successors in interest, sublicensees, concessionaires, agents, invitees, or permittees and not caused or contributed to by any act of the Water Company or any of its agents, employees, or invitees (except the act of owning or operating the reservoirs).

7. In the event the Water Company, solely by reason of its status as owner or operator of the reservoirs, becomes involved, through or on account of the terms of this license



Agreement, or through or on account of the activities of Shorewood, its grantees, successors in interest, or invitees or permittees of any of them that occur on or in connection with the reservoirs, in any controversy or litigation with third persons or parties, Shorewood shall, upon notice from the Water Company or its agents, immediately do whatever is reasonable and feasible without prejudice to Shorewood's rights and interests to remove the Water Company's connection with, or liability under, such controversy or litigation. If Shorewood believes it has a good and valid defense or claim in such controversy or litigation that Shorewood desires to set up and maintain by and throughout court procedure and litigation, Shorewood shall have the right to do so. Shorewood shall immediately pay and discharge any and all final judgments, liens, costs, damages, expenses and obligations of the Water Company<sup>®</sup> whatsoever in, or arising out of, the controversy or litigation involving the Water Company or its agents, including all costs, expenses and attorneys' fees incurred by the Water Company or its agents in protecting their interest or defending themselves in such controversy or litigation. So long as Shorewood is in good faith and by competent legal counsel actively defending the rights and interests of the Water Company in any such controversy or litigation, Shorewood shall not be liable for any expense of separate legal counsel representing the Water Company.

8. Shorewood shall procure and maintain during the terms of this Agreement Workmen's Compensation insurance, and

fire and extended coverage insurance, public liability and property damage insurance, employee liability insurance, and such other insurance as is customarily carried by prudent operators of similar businesses. All such policies shall be so issued that they will inure to the benefit of Shorewood and the Water Company as their interests may appear, and shall be issued by a company or companies licensed to do business in the State of Indiana, and all such policies shall be written by reputable insurance companies acceptable to the Water Company; provided that all insurance proceeds paid for damage to property of Shorewood shall be payable solely to Shorewood (and the policies shall so provide). The minimum amounts of public liability and property damage insurance to be provided by Shorewood hereunder shall be agreed upon by the parties.

Shorewood will provide the Water Company with certificates of all such insurance, which will provide that no cancellation shall be made for any cause without ten (10) days' written notice to the Water Company.

9. Shorewood shall not permit, and its grantees, successors in interest, or invitees shall not make, any use of the reservoirs that will cause or promote erosion of the banks or contamination, pollution, or diminution of the water supply, or interfere with their proper use, function, and maintenance as a source of water for use by the Water Company in its business.

In addition to any rules or regulations made by any committee created pursuant to paragraph 5 of this instrument, reasonable rules may be made and enforced by the Water Company to protect the reservoirs from erosion, contamination, pollution, diminution of the water supply, and interference with their proper use, function, and maintenance as a water supply facility, and the Water Company retains the right to make such reasonable rules and the right to take all reasonable actions upon the reservoirs necessary or requisite to protect, maintain, and use its water supply at Morse and Ceist Reservoirs. Water Company will use reasonable care and good workmanship in the exercise of its reserved or retained rights hereunder. If, however, the action of Water Company causes damage to any structure or improvement that was lawfully constructed or erected pursuant to the licenses granted by paragraphs 2 and 3 hereof, Water Company will, to the extent possible and compatible with maintenance of the water supply in the reservoirs, repair and restore such structure or improvement to its previous condition, and this shall be the sole remedy for damages inflicted by Water Company or its employees in the proper exercise of these reserved or retained rights.

10. In the event Shorewood

(a) fails to maintain health and sanitary standards on either reservoir so that the quality or quantity of the water supply in a reservoir is endangered and such failure continues for five (5) days after notice designating such failure, or fails to perform (or in good faith to commence to perform and thereafter diligently complete performance of) any other of its covenants under this Agreement within twenty (20) days after notice;  
or

(b) is adjudicated a bankrupt; or

(c) has a receiver in equity appointed for all or substantially all of its property and the appointment of such receiver is not set aside within ninety (90) days, or requests or consents to the appointment of a receiver; or

(d) has a trustee in reorganization appointed for its property and the appointment of such trustee is not set aside within ninety (90) days; or

(e) files a voluntary petition for reorganization or arrangement; or

(f) files a voluntary petition in bankruptcy; or

(g) files an answer admitting bankruptcy or agreeing to a reorganization or arrangement; or

(h) makes an assignment for the benefit of its creditors;

then, and in any such event, the Water Company may terminate Shorewood's privileges under this Agreement and reassume its control over the reservoirs with or without process of law, using such force as may be necessary, and remove all persons and property therefrom that endanger the water supply in the reservoirs, make such alterations and repairs as may be necessary in order to protect the quantity and quality of the water supply in the reservoirs, and Shorewood shall remain liable for all costs and expenses of such alterations and repairs. The Water Company shall not however, in the exercise of its rights hereunder, revoke any licenses inuring to the benefit of Shorewood's grantees unless it is necessary to do so for the protection of the quantity or quality of the water supply in the reservoirs.

In the event of any default hereunder which has not been remedied, or in good faith commenced to be remedied, after the required notice, the Water Company may cure such default for the account and at the expense of Shorewood, and the reasonable amounts paid therefor shall be repaid by Shorewood, with interest at the rate of 6% per year, on the first day of the month following payment and notice thereof.

11. In the event that either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of fire, casualty, strikes, lockout, labor troubles, inability to procure materials or supplies, failure of power, governmental authority, riots, insurrection, war or other reason of like nature, where such delay, hindrance or prevention of performance shall not be within the reasonable control of the party obligated to perform and not be avoidable by diligence, the party so delayed shall promptly give notice thereof to the other party and thereupon performance of such act shall be excused for the period of delay.

12. In the event Water Company, in its sole discretion, shall raise the spillway upon the present dam or construct one or more new dams at Geist Reservoir so that the water level in that reservoir is raised higher than 705.0 feet above sea level these rights and licenses as they apply to Geist Reservoir shall terminate.

13. Each party promptly shall send the other a copy of all notices and process received by it concerning any pending,

pending, or threatened claim, assessment, action, or other matter which does or may, directly or indirectly, affect such other party.

14. Both parties shall comply with all applicable statutes, laws, ordinances, regulations, orders, decrees and rules of all governmental authorities in connection with their management, use, and operation of the reservoirs, except when contesting the same.

15. The laws of the State of Indiana shall govern this Agreement in all of its aspects, including execution, interpretation, performance, and enforcement.

16. No delay in giving notice or in pursuing any remedy hereunder with respect to a default shall be deemed a waiver thereof, and such notice may be given and all remedies pursued at any time while such default continues. The waiver by the Water Company of the breach of any agreement or condition herein contained in one or more instances shall not be deemed to be a waiver of such agreement or condition or of any breach of the same or any other covenant, agreement, or condition in any other instance.

17. Each of the licenses shall be personal to Shorewood, unless otherwise expressly stated herein. Shorewood may not assign its personal privileges hereunder or delegate any of its obligations hereunder without first obtaining the written approval of the Water Company. In the event of an approved delegation of its obligations, Shorewood shall remain entirely

responsible for the fulfillment of all of the provisions of this Agreement unless a transfer of such responsibility is specifically provided for in the delegation documents and is approved by the Water Company in writing prior to said delegation.

IN WITNESS WHEREOF, Indianapolis Water Company has, by its proper officers, executed this License Agreement on this 19th day of October, 1970, and The Shorewood Corporation has, by its proper officers, executed this License Agreement on this 19th day of October, 1970.

INDIANAPOLIS WATER COMPANY

By Thomas W. Moses President

ATTEST:

Henry V. Starker  
Secretary

CHICAGO TITLE  
THE SHOREWOOD CORPORATION

By Allen C. Rowley Vice President

ATTEST:

Henry V. Starker  
Secretary

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

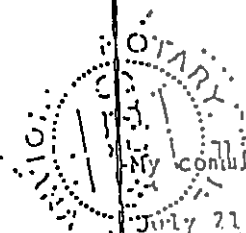
Before me, a Notary Public in and for said County and State, personally appeared Thomas W. Moses and

BOOK 121 PAGE 216

Henry V. Starks, to me known and to me known to be the President and Secretary, respectively, of Indianapolis Water Company, and acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said corporation and of each of them as such officer.

Witness my hand and Notarial Seal this 19th day of October, 1970.

Robert N. Davies  
Notary Public



My commission expires:  
July 21, 1971

STATE OF INDIANA )  
                          ) SS:                   ®  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Allen E. Rosenberg and Henry V. Starks, to me known and to me known to be the Vice President and Secretary, respectively, of The Shorewood Corporation, and acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said corporation and of each of them as such officer..

Witness my hand and Notarial Seal this 19th day of October, 1970.

Robert N. Davies  
Notary Public

My commission expires:  
July 21, 1971

This instrument Recorded Oct. 22-1970  
CHARLOTTE C. HALL, RECORDER HAMILTON COUNTY, IND.

This instrument was prepared by Robert N. Davies.