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Prepared By and
When Recorded Mail To:
Scott R. Borstein, Esq.
SHEFSKY FROELICH & DEVINE LTD.
444 North Michigan Avenue
Suite 2500
Chicago, Illinois 60611

FILED

APR 4 1996

SAM ORLICH
AUDITOR LAKE COUNTY

Chicago Title Insurance Company

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Swift Transportation Co., Inc., an Arizona corporation, having an office and a place of business in the City of Gary, Indiana, herein called the "Grantor", in consideration of the receipt of One Dollar (\$1.00) in hand paid to the Grantor, the receipt of which is hereby acknowledged, hereby grants and warrants as follows:

To Grantee, Buffington Harbor Riverboats, L.L.C., a Delaware limited liability company, its successors and assigns in perpetuity, and for the benefit of the property owned by Grantee, legally described on Exhibit "A" attached hereto and made a part hereof (the "Property") and any other property acquired by Grantee in the vicinity of the Property, the non-exclusive right at all times, and from time to time, to lay, construct, erect, install, maintain, operate, replace, repair and renew, in, under, along and across those portions of land conveyed to Grantor pursuant to those certain Trustee's Deeds and that certain Warranty Deed each dated June 30, 1995 and recorded in the Lake County, Indiana Recorder's Office on July 13, 1995 as document numbers 95039190, 95039192 and 95039191, respectively, and described as follows (the "Permanent Easement Parcel"):

See Exhibit "B" attached hereto and made a part hereof

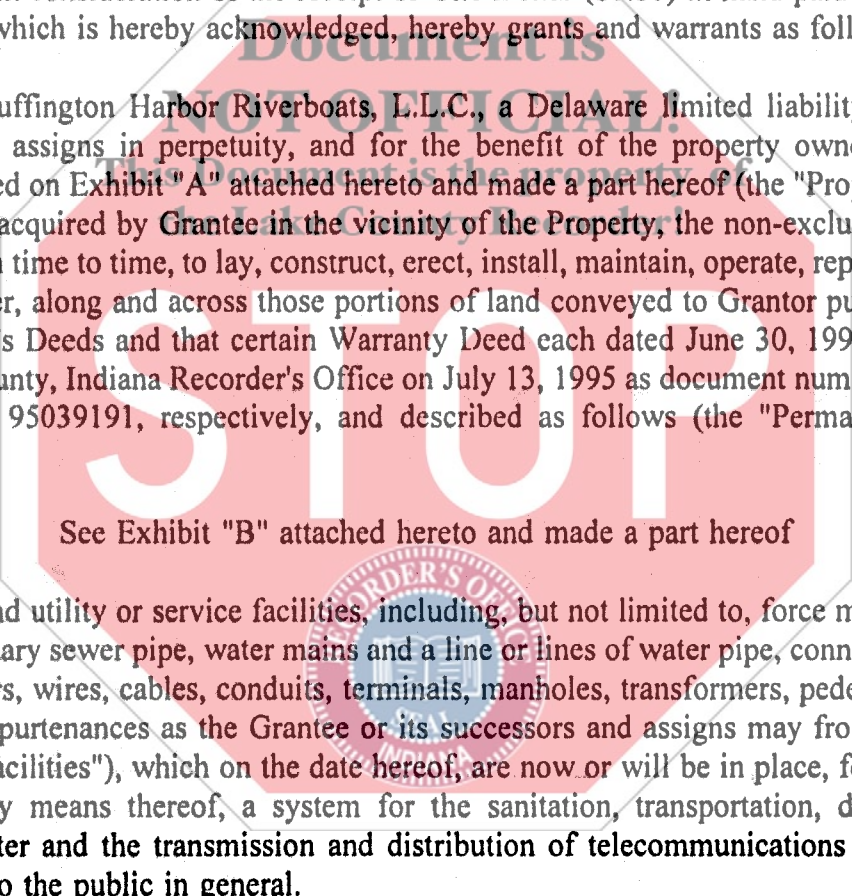
any underground utility or service facilities, including, but not limited to, force mains and a line or lines of sanitary sewer pipe, water mains and a line or lines of water pipe, connections, valves, hydrants, meters, wires, cables, conduits, terminals, manholes, transformers, pedestals and other fixtures and appurtenances as the Grantee or its successors and assigns may from time to time require (the "Facilities"), which on the date hereof, are now or will be in place, for the purposes of operating by means thereof, a system for the sanitation, transportation, distribution and delivery of water and the transmission and distribution of telecommunications and audio and visual signals to the public in general.

For the limited period during the initial construction and installation of the Facilities and during any subsequent construction, installation, maintenance, repair, replacement or renewal of the Facilities, Grantee, its successors and assigns shall have the right to travel on, along and across the strips of land owned by Grantor and described as follows (the "Temporary Easement Parcel"):

96021869

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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD



Handwritten initials/signature

See Exhibit "C" attached hereto and made a part hereof

to conduct the aforementioned maintenance and repair activities.

The Grantor reserves the use of the Permanent Easement Parcels and Temporary Easement Parcel not inconsistent with this grant, but no buildings or structures shall be erected or placed on and no use of the Permanent Easement Parcel or Temporary Easement Parcel by the Grantor which interferes with Grantee's, its successors and assigns, use of the Permanent Easement Parcel and Temporary Easement Parcel, and no removal of earth over said sewer facilities which would result in less than approximately five (5) feet of cover on the Facilities, shall be permitted.

Grantee hereby agrees not to interfere with the use of any existing easement on, under, above or across the Permanent Easement Parcel and Temporary Easement Parcel or any easement on, under, above or across the Permanent Easement Parcel and Temporary Easement Parcel granted by Grantor subsequent to the date hereof, or with any other use of the Permanent Easement Parcel and Temporary Easement Parcel, provided such easement or the use thereof or any other use does not interfere with Grantee's rights hereunder.

Notwithstanding the foregoing, Grantor shall be permitted to pave over the Permanent and Temporary Easement Parcels and said paving shall not be considered an interference with Grantee's rights hereunder; provided, however, that in the event Grantor proceeds to pave over either or both the Permanent or Temporary Easement Parcels, Grantor shall, at least 120 days prior to commencing such paving, notify Grantee or its successors or assigns, in writing, its intention to so pave and shall permit Grantee, its successors or assigns to construct manholes or such other appertenances within the Permanent Easement Parcel prior to Grantor's paving, or in coordination therewith, in order to enable Grantee, its successors or assigns, to access the Facilities. At all times during Grantee's or its successors and assigns use of the Permanent or Temporary Easement Parcels, and in order to prevent any interference with such use, Grantor hereby agrees to relocate any cars or vehicles parked on any paved areas of said Permanent or Temporary Easement Parcels.

Grantee, its successors and assigns further covenants and agrees to restore, at its sole cost and expense, any damage to the Permanent Easement Parcel and Temporary Easement Parcel and any area adjacent thereto which results from any work performed by Grantee pursuant to its rights granted hereunder. In the event that Grantee assigns all or a portion of its rights hereunder to an assignee, and said assignee causes any damage to the Permanent Easement Parcel or the Temporary Easement Parcel, Grantor agrees to look solely to said assignee to restore such damage.

Access to the Permanent Easement Parcel and Temporary Easement Parcel over the adjoining lands of the Grantor and those claiming by, through or under him, her or it, where necessary, is hereby granted to Grantee herein provided, however, that wherever the Facilities are readily accessible from an adjoining public street or highway, the access shall be from such street or highway.

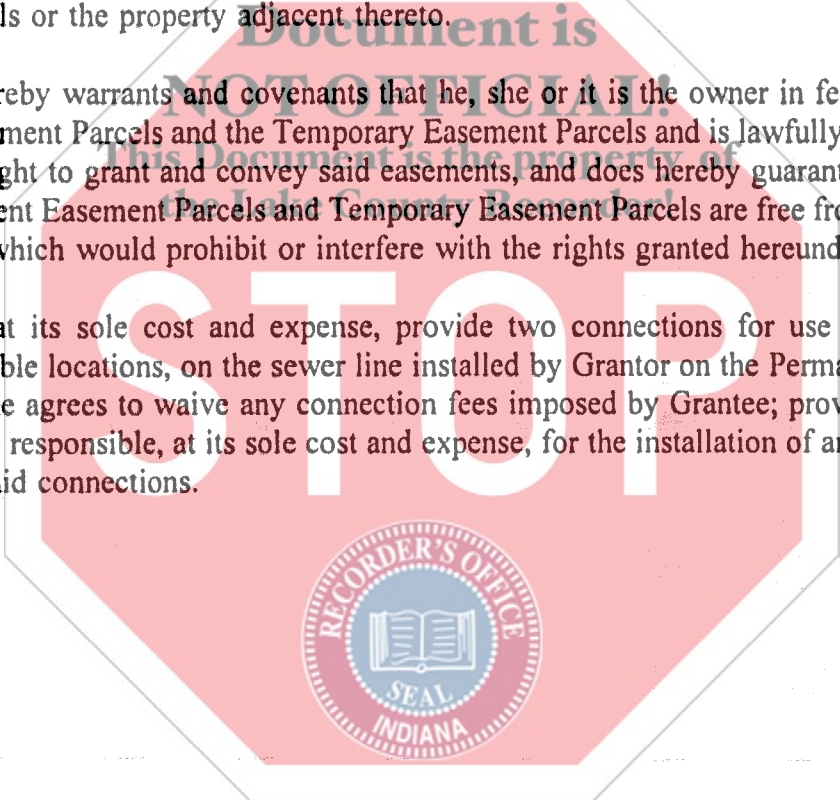
The Grantee, its successors and assigns and licensees may cut or trim any and all trees, shrubs, underbrush, bushes, saplings, and other similar growths, now or hereafter growing upon or extending over the easements herein granted, insofar as may be reasonably necessary, in the exercise by the Grantee, its successors and assigns of any and all of the rights and authorities herein granted to said Grantee. The exercise of this right by the Grantee and its successors and assigns shall not establish in said Grantor, or any parties claiming by, through or under him, her or it, any right or claim for damages to said trees, shrubs, underbrush, bushes, lawns or gardens.

Full right and authority is hereby granted unto the Grantee, its successors and assigns, to assign, convey or set over, to another or other, the rights, or any portion thereof, hereby granted.

The benefits and burdens of the easement rights granted herein shall run with the land and be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in, the Permanent Easement Parcels, the Temporary Easement Parcels or the property adjacent thereto.

The Grantor hereby warrants and covenants that he, she or it is the owner in fee simple of the Permanent Easement Parcels and the Temporary Easement Parcels and is lawfully seized thereof, and has good right to grant and convey said easements, and does hereby guarantee and warrant that the Permanent Easement Parcels and Temporary Easement Parcels are free from all liens and encumbrances which would prohibit or interfere with the rights granted hereunder.

Grantee shall, at its sole cost and expense, provide two connections for use by Grantor, at mutually agreeable locations, on the sewer line installed by Grantor on the Permanent Easement Parcels. Grantee agrees to waive any connection fees imposed by Grantor; provided, however, Grantor shall be responsible, at its sole cost and expense, for the installation of any desired lines running from said connections.

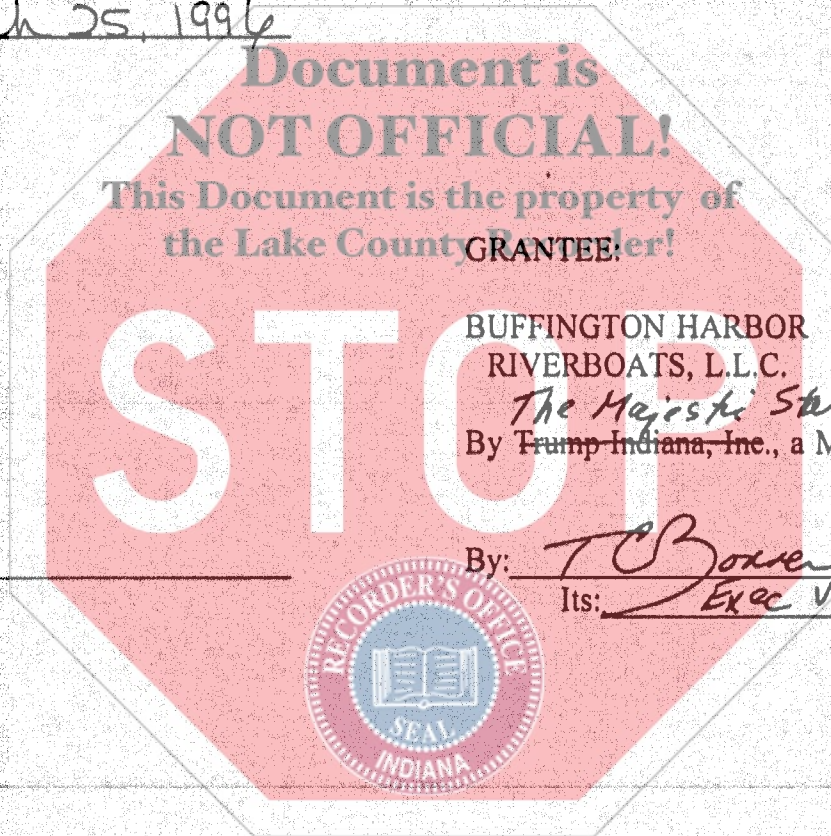


GRANTOR:

SWIFT TRANSPORTATION CO., INC.

By: _____
Its: _____

Date: March 25, 1996



Date: _____

By: _____
Its: _____

STATE OF ~~INDIANA~~ Arizona)
) SS.
COUNTY OF Maricopa)

Before me, the undersigned, a Notary Public in and for said County and State, this 25th
day of March, 1996, personally appeared
Serry Hayes

and acknowledged the execution of the foregoing Transfer of Ownership.

WITNESS my hand and official seal.

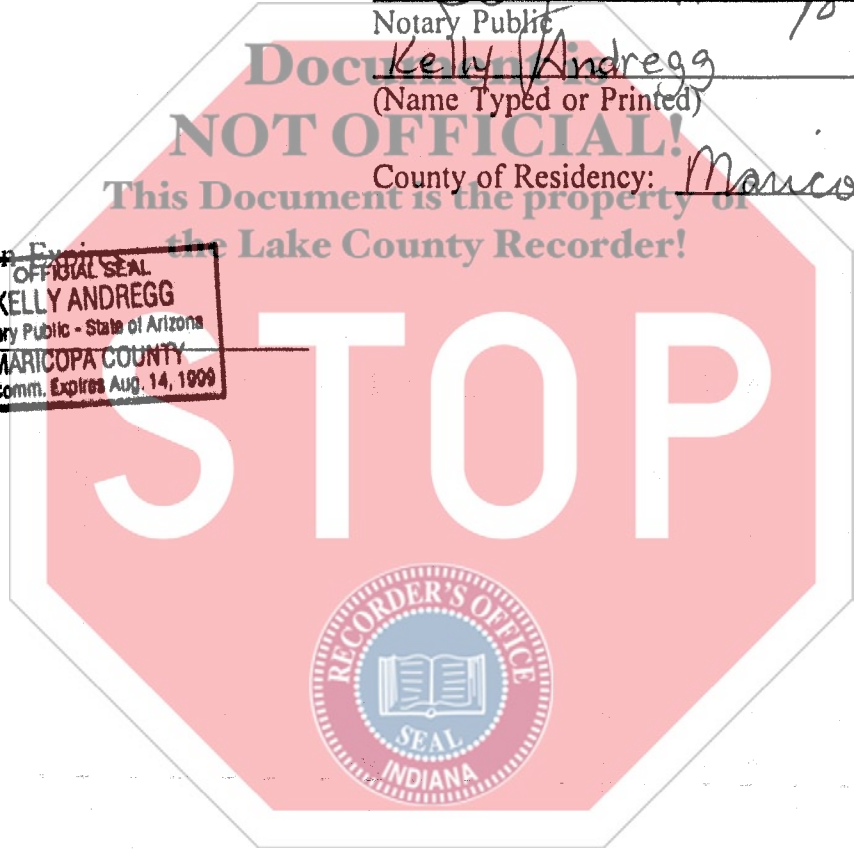
Kelly Andregg
Notary Public

Kelly Andregg
(Name Typed or Printed)

County of Residency: Maricopa

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the Lake County Recorder!

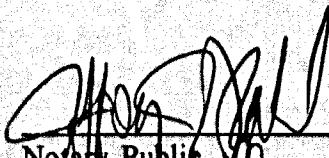
My Commission Expires
OFFICIAL SEAL
KELLY ANDREGG
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Aug. 14, 1999



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Before me, the undersigned, a Notary Public in and for said County and State, this 29th day of March, 1996, personally appeared TC Bonner, Executive Vice President of the Majestic Star Casino, L.L.C., as member of Buffington Harbor Riverboats, L.L.C. and acknowledged the execution of the foregoing Transfer of Ownership.

WITNESS my hand and official seal.



Notary Public
Jeffrey J. Stahl

(Name Typed or Printed)
County of Residency: Cook

My Commission Expires:

This Document is the property of
the Lake County Recorder!

OFFICIAL SEAL
JEFFREY J. STAHL
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION EXPIRES 3/14/98

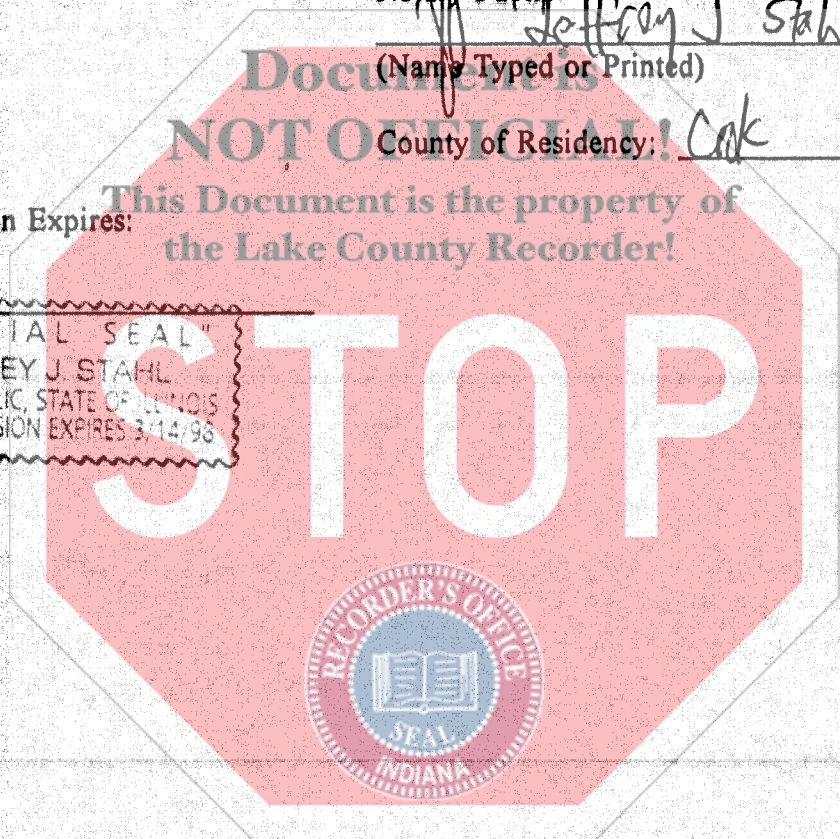


EXHIBIT A

PARCEL 1:

A PARCEL OF LAND IN FRACTIONAL SECTION TWENTY-THREE (23), TOWNSHIP THIRTY-SEVEN NORTH (T37N), RANGE NINE WEST (R9W) OF THE SECOND PRINCIPAL MERIDIAN, IN THE CITY OF GARY, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CAPPED IRON ROD AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 23; THENCE NORTH 00 DEGREES 23 MINUTES 05 SECONDS WEST (SAID BEARING BEING RELATIVE TO THE INDIANA STATE PLANE COORDINATE SYSTEM WEST ZONE SPCS83), 747.8 FEET ALONG THE WEST LINE OF SAID SECTION 23 TO A BRASS PLUG FOUND SET IN CONCRETE AT THE INTERSECTION OF SAID WEST LINE WITH THE NORTHERLY LINE OF BALTIMORE STREET, NOW VACATED (SAID BRASS PLUG ALSO BEING ON THE SOUTHWESTERLY LINE OF A PARCEL OF LAND CONVEYED TO INLAND STEEL COMPANY AS RECORDED IN LAKE COUNTY DEED RECORD 1331, PAGE 121), SAID BRASS PLUG BEING THE POINT OF BEGINNING OF THIS PARCEL;

1) THENCE SOUTH 47 DEGREES 11 MINUTES 44 SECONDS EAST, 605.00 FEET ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL RECORDED IN LAKE COUNTY DEED RECORD 1331, PAGE 121 TO A CAPPED IRON ROD;

2) THENCE NORTH 41 DEGREES 02 MINUTES 38 SECONDS EAST, 125.53 FEET ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL RECORDED IN LAKE COUNTY DEED RECORD 1331, PAGE 121 TO THE SHORELINE OF LAKE MICHIGAN;

3) THENCE SOUTH 42 DEGREES 15 MINUTES 35 SECONDS EAST, 458.83 FEET ALONG THE SHORELINE OF LAKE MICHIGAN, (SAID SHORELINE BEING THE NORTHEASTERLY BOUNDARY OF PARCELS RECORDED IN LAKE COUNTY DEED RECORD 658, PAGE 271, PARCEL V, AND DEED RECORD 365, PAGE 567, PARCELS 1 AND 2);

4) THENCE SOUTH 42 DEGREES 52 MINUTES 12 SECONDS EAST, 415.45 FEET ALONG THE SHORELINE OF LAKE MICHIGAN;

5) THENCE SOUTH 53 DEGREES 07 MINUTES 20 SECONDS, EAST, 506.52 FEET ALONG THE SHORELINE OF LAKE MICHIGAN;

- 6) THENCE SOUTH 49 DEGREES 07 MINUTES 24 SECONDS EAST,
895.71 FEET ALONG THE SHORELINE OF LAKE MICHIGAN;
- 7) THENCE SOUTH 49 DEGREES 51 MINUTES 19 SECONDS EAST,
368.24 FEET ALONG THE SHORELINE OF LAKE MICHIGAN;
- 8) THENCE SOUTH 55 DEGREES 54 MINUTES 36 SECONDS EAST,
370.60 FEET ALONG THE SHORELINE OF LAKE MICHIGAN;
- 9) THENCE SOUTH 57 DEGREES 31 MINUTES 01 SECONDS EAST,
383.77 FEET ALONG THE SHORELINE OF LAKE MICHIGAN;
- 10) THENCE SOUTH 53 DEGREES 36 MINUTES 25 SECONDS EAST,
167.08 FEET ALONG THE SHORELINE OF LAKE MICHIGAN;
- 11) THENCE SOUTH 69 DEGREES 53 MINUTES 42 SECONDS EAST,
106.46 FEET ALONG THE SHORELINE OF LAKE MICHIGAN;
- 12) THENCE NORTH 45 DEGREES 08 MINUTES 11 SECONDS EAST,
116.81 FEET ALONG THE SHORELINE OF LAKE MICHIGAN;
- 13) THENCE NORTH 46 DEGREES 36 MINUTES 45 SECONDS EAST,
32.53 FEET ALONG THE SHORELINE OF LAKE MICHIGAN;
- 14) THENCE NORTH 87 DEGREES 14 MINUTES 21 SECONDS EAST,
97.15 FEET ALONG THE SHORELINE OF LAKE MICHIGAN;
- 15) THENCE NORTH 75 DEGREES 15 MINUTES 11 SECONDS EAST,
67.04 FEET ALONG THE SHORELINE OF LAKE MICHIGAN;
- 16) THENCE NORTH 38 DEGREES 49 MINUTES 54 SECONDS EAST,
114.39 FEET ALONG THE SHORELINE OF LAKE MICHIGAN TO A POINT
ON THE SOUTHERLY LINE OF A PARCEL OF PATENTED LAND
RECORDED IN LAKE COUNTY DEED RECORD 392, PAGE 312;
- 17) THENCE NORTH 36 DEGREES 57 MINUTES 12 SECONDS EAST,
78.46 FEET ALONG THE SHORELINE OF LAKE MICHIGAN TO A POINT
ON THE NORTHERLY LINE OF SAID PARCEL OF PATENTED LAND;
- 18) THENCE SOUTH 72 DEGREES 29 MINUTES 56 SECONDS EAST,
15.00 FEET ALONG THE NORTHERLY LINE OF SAID PARCEL OF
PATENTED LAND;

19) THENCE NORTH 35 DEGREES 57 MINUTES 00 SECONDS EAST, 62.00 FEET ALONG THE NORTHWESTERLY LINE OF SAID PARCEL OF PATENTED LAND TO A POINT 100 FEET SOUTHWESTERLY (BY RIGHT ANGLE MEASUREMENT) OF THE NORTHEASTERLY LINE OF A PARCEL OF PATENTED LAND IN LAKE COUNTY DEED RECORD 473, PAGE 29;

20) THENCE SOUTH 54 DEGREES 03 MINUTES 00 SECONDS EAST, 300.00 FEET ALONG A LINE PARALLEL WITH AND 100 FEET DISTANT FROM THE NORTHEASTERLY LINE OF SAID PARCEL OF PATENTED LAND RECORDED IN LAKE COUNTY DEED RECORD 473, PAGE 29;

21) THENCE SOUTH 35 DEGREES 53 MINUTES 21 SECONDS WEST, 626.90 FEET TO A CAPPED IRON ROD ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE ELGIN, JOLIET & EASTERN RAILWAY COMPANY (FORMERLY THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE INDIANA HARBOR RAILROAD COMPANY) AS RECORDED IN LAKE COUNTY DEED RECORD 117, PAGE 10;

22) THENCE NORTH 54 DEGREES 06 MINUTES 39 SECONDS WEST, 2971.64 FEET ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE TO A CAPPED IRON ROD AT A POINT OF TANGENT CURVE;

23) THENCE 1404.64 FEET ALONG AN ARC ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE, SAID ARC BEING CONVEX TO THE SOUTHWEST, WITH A RADIUS OF 11,309.20 FEET, AND SUBTENDED BY A LONG CHORD WHICH BEARS NORTH 50 DEGREES 33 MINUTES 09 SECONDS WEST, 1403.74 FEET, TO A CAPPED IRON ROD;

24) THENCE NORTH 46 DEGREES 59 MINUTES 40 SECONDS WEST, 228.30 FEET ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE TO A CAPPED IRON ROD ON THE WEST LINE OF SECTION 23;

25) THENCE NORTH 00 DEGREES 23 MINUTES 05 SECONDS WEST, 207.98 FEET ALONG THE WEST LINE OF SAID SECTION 23 TO THE POINT OF BEGINNING.

PARCEL 2:

A PARCEL OF LAND IN THE SOUTHWEST QUARTER (SW 1/4) OF FRACTIONAL SECTION TWENTY-THREE (23) AND THE NORTH HALF (N 1/2) OF SECTION TWENTY-SIX (26), TOWNSHIP THIRTY-SEVEN NORTH (T37N), RANGE NINE WEST (R9W) OF THE SECOND PRINCIPAL

MERIDIAN, IN THE CITY OF GARY, LAKE COUNTY, INDIANA, SAID PARCEL CONSISTING OF LANDS CONVEYED TO UNIVERSAL PORTLAND CEMENT COMPANY AS RECORDED IN LAKE COUNTY DEED RECORD 308, PAGE 22, INCLUDING A PART OF THE 33 ACRE PARCEL THEREIN DESCRIBED, ALL OF THE FIRST PARCEL THEREIN DESCRIBED, AND A PART OF THE SECOND PARCEL THEREIN DESCRIBED, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CAPPED IRON ROD AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 23; THENCE NORTH 00 DEGREES 23 MINUTES 05 SECONDS WEST (SAID BEARING BEING RELATIVE TO THE INDIANA STATE PLANE COORDINATE SYSTEM WEST ZONE SPCS83), 79.78 FEET ALONG THE WEST LINE OF SAID SECTION 23 TO A CAPPED IRON ROD AT THE SOUTHWESTERLY CORNER OF SAID FIRST PARCEL RECORDED IN SAID LAKE COUNTY DEED RECORD 308, PAGE 22, SAID CORNER BEING THE POINT OF BEGINNING OF THIS PARCEL:

- 1) THENCE NORTH 00 DEGREES 23 MINUTES 05 SECONDS WEST, 108.12 FEET ALONG THE WEST LINE OF SAID SECTION 23 TO A CAPPED IRON ROD AT THE NORTHWEST CORNER OF SAID FIRST PARCEL;
- 2) THENCE SOUTH 38 DEGREES 53 MINUTES 27 SECONDS EAST, 883.40 FEET ALONG THE NORTHEASTERLY LINE OF SAID FIRST PARCEL TO A CAPPED IRON ROD;
- 3) THENCE SOUTH 47 DEGREES 00 MINUTES 19 SECONDS EAST, 1539.00 FEET ALONG THE NORTHEASTERLY LINE OF SAID FIRST PARCEL TO A CAPPED IRON ROD ON THE NORTHWESTERLY LINE OF SAID 33 ACRE PARCEL RECORDED IN LAKE COUNTY DEED RECORD 308, PAGE 22;
- 4) THENCE NORTH 43 DEGREES 05 MINUTES 41 SECONDS EAST, 292.90 FEET ALONG THE NORTHWESTERLY LINE OF SAID 33 ACRE PARCEL TO A CAPPED IRON ROD AT THE NORTHWESTERLY CORNER OF SAID PARCEL;
- 5) THENCE SOUTH 54 DEGREES 06 MINUTES 39 SECONDS EAST, 1585.97 FEET ALONG THE NORTHEASTERLY LINE OF SAID 33 ACRE PARCEL AND THE NORTHEASTERLY LINE OF SAID SECOND PARCEL RECORDED IN LAKE COUNTY DEED RECORD 308, PAGE 22, TO A CAPPED IRON ROD;

- 6) THENCE SOUTH 36 DEGREES 00 MINUTES 21 SECONDS WEST, 185.08 FEET;
- 7) THENCE SOUTH 30 DEGREES 46 MINUTES 03 SECONDS WEST, 203.32 FEET;
- 8) THENCE SOUTH 34 DEGREES 13 MINUTES 33 SECONDS WEST, 186.02 FEET;
- 9) THENCE SOUTH 36 DEGREES 30 MINUTES 36 SECONDS WEST, 207.34 FEET;
- 10) THENCE SOUTH 43 DEGREES 27 MINUTES 47 SECONDS WEST, 102.53 FEET TO THE SOUTHWESTERLY LINE OF SAID 33 ACRE PARCEL;
- 11) THENCE NORTH 46 DEGREES 54 MINUTES 19 SECONDS WEST, 1691.49 FEET ALONG THE SOUTHWESTERLY LINE OF SAID 33 ACRE PARCEL TO A CAPPED IRON ROD AT THE SOUTHWESTERLY CORNER OF SAID PARCEL;
- 12) THENCE NORTH 43 DEGREES 05 MINUTES 41 SECONDS EAST, 7.87 FEET ALONG THE NORTHWESTERLY LINE OF SAID 33 ACRE PARCEL TO A CAPPED IRON ROD AT THE SOUTHEASTERLY CORNER OF SAID FIRST PARCEL AS RECORDED IN LAKE COUNTY DEED RECORD 308, PAGE 22;
- 13) THENCE 565.04 FEET ALONG AN ARC ON THE SOUTHWESTERLY LINE OF SAID FIRST PARCEL, SAID ARC BEING CONVEX TO THE SOUTHWEST, WITH A RADIUS OF 17088.80 FEET, AND SUBTENDED BY A LONG CHORD WHICH BEARS NORTH 41 DEGREES 13 MINUTES 47 SECONDS WEST, 565.02 FEET, TO A CAPPED IRON ROD;
- 14) THENCE NORTH 40 DEGREES 16 MINUTES 57 SECONDS WEST, 738.04 FEET ALONG THE SOUTHWESTERLY LINE OF SAID FIRST PARCEL TO A CAPPED IRON ROD;
- 15) THENCE NORTH 32 DEGREES 06 MINUTES 05 SECONDS WEST, 1079.86 FEET ALONG THE SOUTHWESTERLY LINE OF SAID FIRST PARCEL TO THE POINT OF BEGINNING.

PARCEL 3:

A PARCEL OF LAND IN THE SOUTHWEST QUARTER (SW 1/4) OF FRACTIONAL SECTION TWENTY-THREE (23) AND THE NORTH HALF (N

1/2) OF SECTION TWENTY-SIX (26), TOWNSHIP THIRTY-SEVEN NORTH (T37N), RANGE NINE WEST (R9W) OF THE SECOND PRINCIPAL MERIDIAN, IN THE CITY OF GARY, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS PLUG FOUND IN THE CONCRETE PAVEMENT AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 00 DEGREES 23 MINUTES 05 SECONDS WEST (SAID BEARING BEING RELATIVE TO THE INDIANA STATE PLANE COORDINATE SYSTEM WEST ZONE SPCS83), 1080.24 FEET ALONG THE WEST LINE OF SAID SECTION 23 TO THE INTERSECTION OF SAID WEST LINE WITH THE NORTHEASTERLY LINE OF THE 100 FOOT WIDE RIGHT-OF-WAY (FORMERLY THE PITTSBURGH, FORT WAYNE AND CHICAGO RAILROAD) AS RECORDED IN LAKE COUNTY DEED BOOK "S", PAGE 98; THENCE SOUTH 46 DEGREES 51 MINUTES 40 SECONDS EAST, 1086.05 FEET ALONG SAID NORTHEASTERLY LINE TO A CAPPED IRON ROD ON THE EASTERLY RIGHT-OF-WAY LINE OF INDIANA STATE HIGHWAY 912, SAID ROD BEING THE POINT OF BEGINNING OF THIS PARCEL:

- 1) THENCE NORTH 83 DEGREES 12 MINUTES 11 SECONDS EAST, 77.72 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF INDIANA STATE HIGHWAY 912;
- 2) THENCE SOUTH 46 DEGREES 50 MINUTES 07 SECONDS EAST, 200.00 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF INDIANA STATE HIGHWAY 912;
- 3) THENCE NORTH 43 DEGREES 09 MINUTES 53 SECONDS EAST, 120.00 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF INDIANA STATE HIGHWAY 912;
- 4) THENCE NORTH 46 DEGREES 50 MINUTES 07 SECONDS WEST, 200.00 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF INDIANA STATE HIGHWAY 912;
- 5) THENCE NORTH 16 DEGREES 35 MINUTES 59 SECONDS EAST, 67.08 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF INDIANA STATE HIGHWAY 912;
- 6) THENCE NORTH 05 DEGREES 12 MINUTES 06 SECONDS WEST, 60.21 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF INDIANA STATE HIGHWAY 912;

7) THENCE NORTH 44 DEGREES 13 MINUTES 24 SECONDS WEST, 95.82 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF INDIANA STATE HIGHWAY 912;

8) THENCE NORTH 62 DEGREES 47 MINUTES 45 SECONDS WEST, 369.06 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF INDIANA STATE HIGHWAY 912;

9) THENCE NORTH 23 DEGREES 33 MINUTES 52 SECONDS WEST, 77.39 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF INDIANA STATE HIGHWAY 912;

10) THENCE SOUTH 73 DEGREES 48 MINUTES 08 SECONDS WEST, 45.00 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF INDIANA STATE HIGHWAY 912;

11) THENCE NORTH 20 DEGREES 35 MINUTES 48 SECONDS WEST, 65.19 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF INDIANA STATE HIGHWAY 912;

12) THENCE NORTH 08 DEGREES 04 MINUTES 04 SECONDS WEST, 35.36 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF INDIANA STATE HIGHWAY 912;

13) THENCE NORTH 02 DEGREES 09 MINUTES 42 SECONDS WEST, 103.08 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF INDIANA STATE HIGHWAY 912;

14) THENCE NORTH 10 DEGREES 29 MINUTES 27 SECONDS WEST, 150.82 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF INDIANA STATE HIGHWAY 912;

15) THENCE NORTH 20 DEGREES 33 MINUTES 10 SECONDS WEST, 177.09 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF INDIANA STATE HIGHWAY 912 TO A CAPPED IRON ROD ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE 100 FOOT WIDE CSX RAILROAD (FORMERLY THE B & O RAILROAD) AS RECORDED IN LAKE COUNTY DEED RECORD 221, PAGE 4;

16) THENCE SOUTH 46 DEGREES 50 MINUTES 30 SECONDS EAST, 2506.60 FEET ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE TO A CAPPED IRON ROD AT A POINT OF TANGENT CURVE;

17) THENCE 894.80 FEET ALONG AN ARC ON SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, SAID ARC BEING CONVEX TO THE SOUTHWEST WITH A RADIUS OF 17238.80 FEET, AND SUBTENDED BY A LONG CHORD WHICH BEARS SOUTH 48 DEGREES 19 MINUTES 43 SECONDS EAST, 894.70 FEET TO A CAPPED IRON ROD;

18) THENCE SOUTH 42 DEGREES 37 MINUTES 00 SECONDS WEST, 488.01 FEET ALONG THE SOUTHEASTERLY LINE OF A PARCEL CONVEYED TO UNIVERSAL PORTLAND CEMENT COMPANY AS RECORDED IN LAKE COUNTY DEED RECORD 324, PAGE 559, AND THE SOUTHEASTERLY LINE OF A PARCEL CONVEYED TO UNIVERSAL ATLAS CEMENT COMPANY AS RECORDED IN LAKE COUNTY DEED RECORD 658, PAGE 271, PARCEL III, TO A CAPPED IRON ROD ON THE NORTHEASTERLY LINE OF THE 100 FOOT WIDE RIGHT-OF-WAY (FORMERLY THE PITTSBURGH, FORT WAYNE AND CHICAGO RAILROAD) AS RECORDED IN LAKE COUNTY DEED BOOK "S", PAGE 98;

19) THENCE NORTH 46 DEGREES 51 MINUTES 40 SECONDS WEST, 2396.48 FEET ALONG SAID NORTHEASTERLY LINE TO THE POINT OF BEGINNING;

together with the rights of Grantor in and under and subject to the terms of that certain Access Easement dated June 30, 1995, by and between Lehigh Portland Cement Company, Inc. and Grantor, which Access Easement was recorded July 7, 1995, with the Recorder of Deeds of Lake County, Indiana as Document No. 95038225.



EXHIBIT B

DESCRIPTION OF PERMANENT EASEMENT
SWIFT TRANSPORTATION COMPANY, INC.

A part of the Southeast Quarter (S.E. ¼) of Section Twenty-Six (26), Township Thirty-Seven (37) North, Range Nine (09) West of the Second Principal Meridian, Lake County, Indiana and more particularly described as follows:

Beginning at a point on the northeasterly right of way line of an 80.0 feet wide highway known as Industrial Highway (U.S. Route 12), which point is 250 feet southeasterly, measured along said northeasterly right of way of Industrial Highway, from the South line of a 100 feet wide highway, known as Chicago Avenue, extended to intersect with the said northeasterly right of way line of Industrial Highway; thence North 46°-08'-45" West (this and all subsequent bearings having been derived from Warranty Deed 95039191 dated July 13, 1995 and recorded in the Office of Lake County Recorder), along said northeasterly right of way line of Industrial Highway, a distance of 699.54 feet, more or less, to a point which is 227.0 feet southeasterly of the intersection of said Industrial Highway with the south right of way line of the Baltimore and Ohio Chicago Terminal Railroad, thence North 23°-05'-55" East a distance of 26.74 feet; thence South 46°-08'-45" East, parallel with and 25.00 feet northeasterly of, measured at right angles to, the said northeasterly right of way line of Industrial Highway, a distance of 285.07 feet; thence South 43°-51'-15" West, at right angles to the said northeasterly right of way line of Industrial Highway, a distance of 10.00 feet; thence South 46°-08'-45" East, parallel with and 15.00 feet northeasterly of said northeast right of way line of Industrial Highway, a distance of 1284.80 feet; thence South 43°-32'-33" West a distance of 15.00 feet to a point on the said northeasterly right of way line of Industrial Highway; thence North 46°-08'-45" West a distance of 860.94 feet to the Point of Beginning of this description and containing 26,284 square feet, more or less.



James W. Fortner

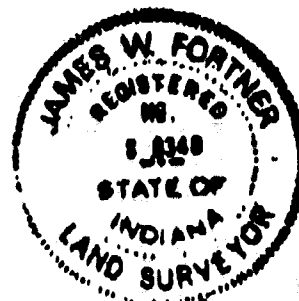
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EXHIBIT C

DESCRIPTION OF TEMPORARY EASEMENT
SWIFT TRANSPORTATION COMPANY, INC.

A part of the Southeast Quarter (S.E.¼) of Section Twenty-Six (26), Township Thirty-Seven (37) North, Range Nine (09) West of the Second Principal Meridian, Lake County, Indiana and more particularly described as follows:

Commencing at a point on the northeasterly right of way line of an 80.0 feet wide highway known as Industrial Highway (U.S. Route 12), which point is 250 feet southeasterly, measured along said northeasterly right of way of Industrial Highway, from the south line of a 100 feet wide highway, known as Chicago Avenue, extended to intersect with the said northeasterly right of way line of Industrial Highway; thence North 46°-08'-45" West (this and all subsequent bearings having been derived from Warranty Deed 95039191 dated July 13, 1995 and recorded in the Office of Lake County Recorder), along said northeasterly right of way line of Industrial Highway, a distance of 699.54 feet, more or less, to a point which is 227.0 feet southeasterly of the intersection of said Industrial Highway with the south right of way line of the Baltimore and Ohio Chicago Terminal Railroad, thence North 23°-05'-55" East a distance of 26.74 feet to the Point of Beginning of this description; thence continuing North 23°-05'-55" East a distance of 16.04 feet; thence South 46°-08'-45" East, parallel with and 40.00 feet northeasterly of, measured at right angles to, the northeasterly right of way line of Industrial Highway, a distance of 294.39 feet; thence South 43°-51'-15" West, at right angles to the said northeasterly right of way line of Industrial Highway, a distance of 10.00 feet; thence South 46°-08'-45" East, parallel with and 30.00 feet northeasterly of, measured at right angles to, the said northeasterly right of way line of Industrial Highway, a distance of 1281.09 feet; thence South 43°-32'-33" West a distance of 15.00 feet; thence North 46°-08'-45" West, parallel with and 15.00 feet northeasterly of the said northeasterly right of line of Industrial Highway, a distance of 1284.80 feet; thence North 43°-51'-15" East, at right angles to the said northeasterly right of way line of Industrial Highway, a distance of 10.00 feet; thence North 46°-08'-45" West, parallel with and 25.00 feet northeasterly of, measured at right angles to, the said northeasterly right of way line of Industrial Highway, a distance of 285.07 feet to the Point of Beginning of this description and containing 23,632 square feet, more or less.



James W. Fortner 2/20/96

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