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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

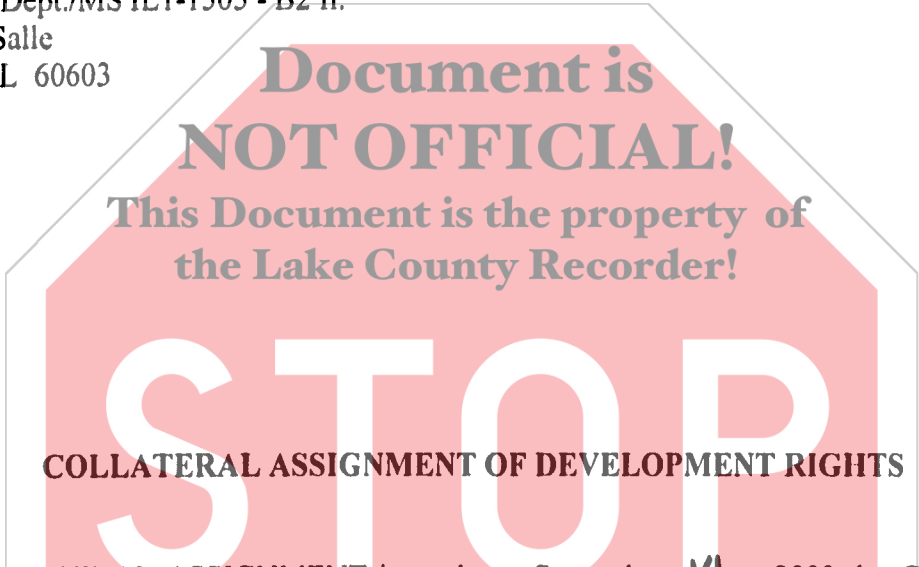
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MORRIS W. CARTER  
RECORDER

**When Recorded Return To:**

**BANK ONE, MICHIGAN**  
c/o American National Bank  
Collateral Dept./MS IL1-1505 - B2 fl.  
120 S. LaSalle  
Chicago, IL 60603



**COLLATERAL ASSIGNMENT OF DEVELOPMENT RIGHTS**

THIS COLLATERAL ASSIGNMENT is made on September 14, 2000, by **GARY NEW CENTURY, LLC**, a Delaware limited liability company whose address is c/o Barden Companies, Inc., 400 Renaissance Center, Suite 2400, Detroit, Michigan 48243 (the "Borrower"), to **BANK ONE, MICHIGAN**, a Michigan banking corporation whose address is 611 Woodward Avenue, Detroit, Michigan 48226 (the "Bank").

(A) The Borrower and the Bank have entered into a Real Estate Loan Agreement of even date (as amended from time to time, the "Loan Agreement") in which the Bank has agreed to lend to the Borrower the sum of **TWELVE MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$12,500,000.00)** in the aggregate principal amount (as amended, extended, renewed, and replaced from time to time, the "Loan"), to assist in the purchase of the real property described in the attached **Exhibit A** (the "Site"). All terms capitalized in this assignment, including those in these recitals, shall have the meaning given to them in the Loan Agreement unless otherwise defined in this agreement.

(B) The Borrower wishes to assign to the Bank, as additional security for the Loan as well as all other present and debts and other obligations of the Borrower to the Bank, whether direct or indirect, or joint, several, or joint and several, all of its rights, whether personal or running with the land, to develop the Project.

Therefore, the Borrower agrees as follows:

*Merrillville LLC Corp*

38-00  
E.P.

2241

1. To provide additional security for (a) the payment of the Loan, (b) the performance of all obligations of the Borrower under the Loan Documents (as defined in the Loan Agreement), and (c) the Borrower's performance of the terms of all other present and future, direct and indirect debt and other obligations of the Borrower to the Bank, however evidenced (as to (a), (b), and (c), the "Debt"), the Borrower assigns to the Bank, and grants the Bank a continuing security interest in, all Development Rights. The term "Development Rights" means all present and future rights of Borrower as set forth in the Development Agreement, as amended, including but not limited to, (i) the right to seek approval from the City for modifications to the Development Agreement, (ii) the right to prosecute the Developer's right to indemnification by the City and to do all things which the Bank deems advisable to enable the Bank to realize the economic value of the Site and recover the amounts owed to it. Until the Effective Date, as defined in paragraph 3 below, the Borrower, as purchaser and developer, shall be entitled to exercise all of its rights under or with respect to the Development Agreement; provided, however, after the Effective Date Borrower is authorized by Bank to continue prosecution of any pending judicial claim for indemnification against the City for the benefit of the Bank hereunder (a, "Judicial Claim") or, after notice to Bank, to initiate a new Judicial Claim, subject to the right of Bank at any time thereafter to deliver to the Borrower a written notice (the "Judicial Claim Transfer Notice") of the Bank's election to exercise its right (in its own name or in the name of its designee) to prosecute all Judicial Claims. The Bank may record the Judicial Claim Transfer Notice in the real property records of the county in which the Project is located.

2. The Borrower warrants and promises the following to the Bank:

(a) The Borrower will promptly notify the Bank of (i) any default on its part as to which the City provides notice of default to Borrower whether such default arises under the terms of the Development Agreement, or any law, regulation or ordinance, and (ii) any claim made by any other party to any Development Rights with respect to the Project or the Site;

(b) If, prior to the Effective Date, any covenants and obligations under the Development Agreement (other than the Borrower's obligation under paragraph 9 to develop the Project, as defined therein), or any statute, regulation or ordinance, shall not be performed by the Borrower, the Bank at its option may perform them, and any costs incurred by the Bank for that performance shall be secured by the Mortgage, be due and payable from the Borrower at once, and bear interest until paid at the same rate of interest from time to time in effect under the default rate of interest of the Note.

3. This assignment shall become effective (the "Effective Date") immediately upon:

(a) an occurrence of an Event of Default and the Borrower's failure to cure within the applicable cure period, if any, and

(b) the delivery by the Bank to the Borrower of a written notice (the "Default Notice") of the Bank's election to exercise the Development Rights in accordance with the terms of this agreement.

The Bank may record the Default Notice in the real property records of the county in which the Project is located.

4. Notwithstanding the foregoing, until the Effective Date this assignment is given as collateral security only. Nothing in this assignment shall be construed as obligating the Bank to perform any actions or incur any obligations or liabilities whatsoever before the Effective Date. Further, nothing in this assignment shall be construed as relieving the Borrower of any liability or obligation arising before the Effective Date, and the Borrower agrees to indemnify the Bank and hold it harmless from all such liabilities and obligations. The Bank shall not be deemed to be a successor developer under the Development Agreement by accepting this assignment.

5. After it has received the Default Notice, the Borrower irrevocably appoints the Bank as the Borrower's attorney-in-fact to exercise the Development Rights, or any of them, in the Borrower's name or the Bank's name, as the Bank may elect, to the same extent as the Borrower could do if this assignment did not exist. This power of attorney shall be deemed coupled with an interest.

6. If the Borrower pays all sums due under the Note and if it otherwise fulfills all its obligations under the documents evidencing the Debt, this assignment shall terminate.

7. The Borrower agrees not to execute any other assignment of the Development Rights as security for any debt without the prior written consent of the Bank.

8. If any provision of this assignment is in conflict with any statute or rule of law or is otherwise unenforceable for any reason whatsoever, then the provision shall be deemed null and void to the extent of such conflict or unenforceability and shall be deemed severable from but shall not invalidate any other provisions of this assignment. No waiver by the Bank of any right or remedy or failure to insist on strict performance by the Borrower shall affect or act as a waiver of any other right or remedy of the Bank, nor shall it affect the subsequent exercise of the same right or remedy by the Bank for any subsequent default by the Borrower. All rights and remedies of the Bank are cumulative.

9. These promises and agreements shall bind and these rights shall inure to the benefit of the parties and their respective successors and assigns. If there is more than one Borrower, the obligations under this assignment shall be joint and several.

10. This assignment shall be governed by Indiana law except to the extent it is preempted by federal law or regulations.

11. Although this assignment is given as collateral security only and does not become effective until the Effective Date, the continuing security interest in the Development Rights that the Borrower is granting to the Bank under this assignment shall be effective immediately upon the execution of this assignment.

12. In addition to, and not in limitation of, any other rights or remedies provided for elsewhere in this assignment, the Bank shall have all rights and remedies provided by law or

agreement, including those provided to a secured party under the Uniform Commercial Code, to liquidate and/or foreclose on and sell the Borrower's right, title, and interest in, under, or to the Development Rights. These rights and remedies shall be cumulative and not exclusive. If the Borrower is entitled to receive notice as part of any sale, disposition, or other event, that requirement will be met if the Bank sends notice at least seven (7) days before the sale, disposition, or other event requiring the notice.

**Waiver of Jury Trial.** The Bank and the Borrower knowingly and voluntarily waive any right either of them have to a trial by jury in any proceeding (whether sounding in contract or tort) which is in any way connected with this or any related agreement, or the relationship established under them. This provision may only be modified in a written instrument executed by the Bank and the Borrower.

Executed on the date first written above.

Witness:

Michael M. Metz  
Michael M. Metz

William D Sanders  
WILLIAM D SANDERS

Borrower:

GARY NEW CENTURY, LLC, a  
Delaware limited liability company

By: Remark Land Company, an  
Indiana corporation

Its: Sole Member

By:

Don H. Barden

Don H. Barden

Its: President

[CORPORATE SEAL]



[Acknowledgment on following page]



ACKNOWLEDGMENT

State of Michigan )  
 ) SS  
County of Wayne )

Before me, a Notary Public in and for said County and State, on September 12, 2000 came Don H. Barden, President of Remark Land Company as sole member of Gary New Century, LLC who acknowledged the execution of the foregoing instrument and, if the instrument is being executed on behalf of a business organization, then the representative appearing before me certified that all required action for the authorization, execution and delivery of the instrument by the representative has been taken by the organization.



Signature - Notary Public

Victor F. Ptasznik

Printed Name - Notary Public

VICTOR F PTASZNIK  
Notary Public, Wayne County, MI  
My Commission Expires Sept 7, 2002

My Commission Expires: \_\_\_\_\_

My County of Residence: \_\_\_\_\_

Drafted By:

Victor F. Ptasznik, Esq.  
Jaffe, Raitt, Heuer & Weiss  
Professional Corporation  
Suite 2400  
One Woodward Avenue  
Detroit, Michigan 48226

When Recorded Return To:

BANK ONE, MICHIGAN  
c/o American National Bank  
Collateral Dept./MS IL1-1505 - B2 fl.  
120 S. LaSalle  
Chicago, IL 60603

0681032.04

Exhibit A  
LEGAL DESCRIPTION

Document is  
**NOT OFFICIAL!**

This Document is the property of  
the Lake County Recorder!

Parcel 1:

A parcel of land in the Southeast Quarter of Fractional Section 23, the Southwest Quarter of Fractional Section 24, the Northwest Quarter of Fractional Section 25, and the Northeast Quarter of Section 26, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, said parcel consisting of a part of those lands conveyed to Lehigh Portland Cement Company as recorded in Lake County Document 707259, said parcel being 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  $00^{\circ}23'05''$  West (said bearing being relative to the Indiana State Plane Coordinate System West Zone, NAD83), 492.62 feet to the Northeasterly right-of-way line of the Elgin, Joliet & Eastern Railway Company (formerly the Indiana Harbor Railroad Company) as recorded in Lake County Deed Record 117, Page 10; thence South  $46^{\circ}59'40''$  East, 228.30 feet along said Northeasterly right-of-way line; thence 1404.64 feet along an arc on said Northeasterly right-of-way line, said arc being convex to the Southwest, having radius of 11309.20 feet, and subtended by a long chord bearing South  $50^{\circ}33'09''$  East, 1403.74 feet; thence South  $54^{\circ}06'39''$  East, 2971.64 feet along said Northeasterly right-of-way line to the Southerly corner of Parcel 1 conveyed to Buffington Harbor Riverboats, L.L.C. as recorded in Lake County Document 95067683, said corner being the POINT OF BEGINNING of this description:

- 1) thence North  $35^{\circ}53'21''$  East, 626.90 feet along the Southeasterly line of said Parcel 1;
- 2) thence North  $54^{\circ}06'39''$  West, 289.37 feet along a Northeasterly line of said Parcel 1 to the Northwesterly line of a parcel of patented land recorded in Lake County, Deed Record 392, page 312;
- 3) thence North  $35^{\circ}53'21''$  East, 127.20 feet along the Northwesterly line of said patented land to the Northwest corner of a parcel of patented land recorded in Lake County Deed Record 473, page 29;
- 4) thence South  $54^{\circ}06'39''$  East, 700.00 feet along the Northeasterly line of said patented land to the Easterly corner of said land;
- 5) thence North  $55^{\circ}53'21''$  East, 1755.89 feet to the Northerly corner of patented land as recorded in Lake County Deed Record 392, page 312;

LEGAL DESCRIPTION CONTINUED

- 6) thence South 34°06'39" East, 105.25 feet along the Northeasterly line of said patented land to the Northeasterly line of parcel G-1 conveyed to Marblehead Lime Company as recorded in Lake County Document 91065414;
- 7) thence South 63°50'37" West, 61.96 feet along the Northwesterly line of said parcel;
- 8) thence South 34°08'14" East, 1160.29 feet along a Southwesterly line of said parcel;
- 9) thence South 32°44'01" West, 198.96 feet along a Westerly line of said parcel;
- 10) thence South 55°34'16" West, 402.27 feet along a Northwesterly line of said parcel;
- 11) thence South 34°48'19" East, 562.17 feet along a Southwesterly line of said parcel;
- 12) thence South 35°28'01" West, 106.16 feet along a Northwesterly line of said parcel;
- 13) thence South 69°27'32" East, 80.97 feet along a Southwesterly line of said parcel to the Northwesterly line of land conveyed to Northern Indiana Public Service Company as recorded in Lake County Deed Record 973, page 505;
- 14) thence South 35°53'21" West, 984.02 feet along said Northwesterly line to the Northerly corner of parcel G-3 conveyed to Marblehead Lime Company as recorded in Lake County Document 91065414;
- 15) thence continuing South 35°53'21" West, 85.00 feet along the Northwesterly line of said parcel to the Northeasterly right-of-way line of the E.J. & E. Railway as recorded in Lake County Deed Record 117, page 10;
- 16) thence North 54°06'39" West, 539.09 feet along said right-of-way to the West line of said Section 25;
- 17) thence continuing North 54°06'39" West, 2117.34 feet along said right-of-way line to the POINT OF BEGINNING,

Excluding therefrom a parcel of land described as Parcel G-2 in Lake County Document 91065414, said exclusion being more particularly described as follows:

Commencing at a rail monument at the Southwest corner of the Northwest Quarter of said Section 25; thence North 00°52'39" West along the West line of said Section 25, a distance of 1868.43 feet to the Northeasterly right-of-way of said Elgin, Joliet, and Eastern Railway Company; thence South 54°06'39" East along said Northeasterly right-of-way line, 539.09 feet; thence North 35°53'21" East, 85.00 feet; thence continuing North 35°53'21" East, 984.02 feet; thence North 69°27'32" West, 80.97 feet; thence North 29°45'28" East, 755.30 feet (755.22 feet measured); thence North 34°08'14" West, 974.99 feet (962.34 feet measured); thence South 55°51'46" West, 57.00 feet to the POINT OF BEGINNING;

- E1) thence South 55°47'24" West, 31.99 feet;
- E2) thence South 55°41'21" West, 137.64 feet;
- E3) thence North 62°05'20" West, 63.63 feet;
- E4) thence South 83°56'18" West, 213.78 feet;
- E5) thence North 73°24'52" West, 199.25 feet;

LEGAL DESCRIPTION CONTINUED

- E6) thence North 34°07'05" West, 268.74 feet (268.94 feet measured);  
E7) thence North 55°53'21" East, 514.90 feet (514.15 feet measured) parallel with and 47.00 feet distant from the Buffington Harbor dock wall;  
E8) thence South 34°08'14" East, 579.31 feet parallel with and 57.00 feet distant from a Southwesterly line of Parcel G-1 as recorded in Lake County Document 91065414, to the POINT OF BEGINNING;

Parcel 2:

A parcel of land in the Southeast Quarter of Fractional Section 23, the North Half of Section 26, and the West Half of Fractional Section 25, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, (said parcel consisting of a part of the Thirty-three Acre Parcel and a part of the Second Parcel as described in Lake County Deed Record 308, page 22) being 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°23'05" West (said bearing being relative to the Indiana State Plane Coordinate System West Zone, NAD83), 79.78 feet along the West line of said Section to the Southwesterly corner of Parcel 2 conveyed to Buffington Harbor River Boats, L.L.C., as described in Lake County Document 95067683; thence South 32°06'05" East, 1079.86 feet along Southwesterly line of said Parcel 2; thence South 40°16'57" East, 738.04 feet along said Southwesterly line; thence along said Southwesterly line 565.04 feet along a curve to the left having a radius of 17088.80 feet and subtended by a long chord bearing South 41°13'47" East, 565.02 feet; thence South 43°05'41" West, 7.87 feet along a Northwesterly line of said Parcel 2 to a corner of said parcel, (said corner being the point of beginning of said Thirty-three Acre Parcel); thence South 46°54'19" East, 1691.49 feet along the Southwesterly line of said Parcel 2 to a corner of said parcel, said corner being the POINT OF BEGINNING of this description;

- 1) thence North 43°27'47" East, 102.53 feet along the Southeasterly line of said Parcel 2;
- 2) thence North 36°30'36" East, 207.34 feet along said Southeasterly line;
- 3) thence North 34°13'33" East, 186.02 feet along said line;
- 4) thence North 30°46'03" East, 203.32 feet along said line;
- 5) thence North 36°00'21" East, 185.08 feet along said line to the Southwesterly line of the former Chicago Lake Shore & Eastern Railway Company as recorded in Lake County Deed Record 282, page 248; Fourth Parcel;
- 6) thence South 54°06'39" East, 2730.42 feet along said Southwesterly line to the East line of said Section 26;
- 7) thence South 00°52'39" East, 31.21 feet along said Section line to the Southwesterly line of the Elgin, Joliet and Eastern Railway Company (formerly the Chicago Lake Shore & Eastern Railway Company) as recorded in Lake County Deed Record 282, page 248; Third Parcel;
- 8) thence South 54°06'39" East, 1929.25 feet along said Southwesterly line to an iron rail at a corner of said Third Parcel;



LEGAL DESCRIPTION CONTINUED

- 9) thence South  $00^{\circ}52'39''$  East, 398.64 feet along a Westerly line of said Third Parcel to an iron rail at a corner of said parcel;
- 10) thence North  $60^{\circ}34'39''$  West, 1790.00 feet to an iron rail at a corner of said Third Parcel on the East line of said Section 26;
- 11) thence South  $00^{\circ}52'39''$  East, 489.61 feet along said Section line to the Northeasterly line of the Elgin, Joliet and Eastern Railway Company (formerly the Chicago Lakeshore & Eastern Railway Company) as recorded in Lake County Deed Record 282, page 248, Second Parcel;
- 12) thence along the Northeasterly line of said Second Parcel 2692.61 feet along the arc of a curve to the right having a radius of 17108.80 feet and subtended by a long chord bearing North  $54^{\circ}54'09''$  West, 2689.83 feet to the Southeasterly corner of said Thirty-three Acre Parcel;
- 13) thence North  $46^{\circ}54'19''$  West, 740.26 feet along the Northeasterly line of said Second Parcel to the POINT OF BEGINNING;

Parcel 3:

A parcel of land in the Southwest Quarter of Section 25, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, said parcel having been conveyed from Gary Land Company to Universal Atlas Cement Company as recorded in Lake County Deed Record 658, page 271, Parcel 1, said parcel being more particularly described as follows:

Commencing at an iron rail monument at the Northwest corner of the Southwest Quarter of said Section 25, thence South  $00^{\circ}52'39''$  East (Indiana State Plane NAD83 grid bearing) a distance of 634.21 feet to the southerly line of the right-of-way conveyed by Gary Land Company to Baltimore and Ohio Chicago Terminal Railroad Company (now CSX Railroad) as recorded in Lake County Deed Record Book 437, page 298; thence South  $88^{\circ}40'09''$  East along said southerly line a distance of 1254.10 feet to the southerly line of the 100 foot right-of-way conveyed by Gary Land Company to Baltimore and Ohio and Chicago Railroad Company (now CSX Railroad) as recorded in Lake County Deed Record Book 221, page 4; thence South  $64^{\circ}25'16''$  East along said southerly line a distance of 296.23 feet to a point where said southerly line intersects the westerly line of the 150 foot right-of-way conveyed by Gary Land Company to Chicago, Lake Shore and Eastern Railway Company (now Elgin, Joliet and Eastern Railway Company) as recorded in Lake County Deed Record 179, page 350, said point being the POINT OF BEGINNING of this description;

thence South  $59^{\circ}58'44''$  West along the westerly line of said 150 foot right-of-way a distance of 647.00 feet to the northerly line of the 100 foot right-of-way conveyed by George T. Cline to the Wabash Railroad Company as recorded in Lake County Deed Record Book 68, pages 139 to 142;

thence North  $43^{\circ}34'57''$  West along said northerly line a distance of 4.89 feet to a point of tangent curve;

thence 845.11 feet along a curve to the left on said northerly line, said curve having a radius of 1977.00 feet and subtended by a long chord bearing North

55°49'43" West, a distance of 838.69 feet to a point on the southerly line of the right-of-way conveyed to Baltimore and Ohio Chicago Terminal Railroad (now

CONTINUED



LEGAL DESCRIPTION CONTINUED

CSX Railroad) as recorded in Lake County Deed Record Book 437, page 298;

thence South 88°40'09" East along said southerly line a distance of 780 feet (801.34 feet measured) to the westerly corner of a triangular parcel containing 0.265 acres which was conveyed by Gary Land Company to Baltimore and Ohio and Chicago Railroad Company (now CSX Railroad) as recorded in Lake County Deed Record Book 221, page 4;

thence South 73°50'00" East along the southerly line of said 0.265 acre parcel, a distance of 475.13 feet to the POINT OF BEGINNING.

Easement Parcel 4: (Center Road)

Perpetual, non-exclusive easement for the benefit of Parcels 1 and 2 for ingress and egress of vehicles and pedestrians as contained in certain limited grants of easement in Easement Agreement dated June 30, 1995 and recorded July 7, 1995 as Document Number 95038222, by and between Lehigh Portland Cement Company and Trump Indiana, Inc.

Easement Parcel 5: (USX Easement)

Perpetual non-exclusive roadway easement for the benefit of Parcel 1 for the purpose of providing ingress and egress for motor vehicles of all kinds as created by Declaration and Grant of Roadway Easement dated December 9, 1991 and recorded December 17, 1991 as Document Number 91064457, by and between USX Corporation and Lehigh Portland Cement Company, over and across the following described land:

A parcel of land in the Northwest 1/4 of Section 25, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, described as follows:

Commencing at a rail monument at the Southwest corner of the Northwest 1/4 of said Section 25; thence North 00 degrees 03 minutes 26 seconds West along the West line of said Section 25, 1868.43 feet to the Northeasterly right of way line of the Elgin, Joliet, and Eastern Railway Company (formerly the Chicago, Indiana and Southern Railroad); thence South 53 degrees 17 minutes 26 seconds East along said Northeasterly right of way line, 539.09 feet to a 1" rebar, and the point of beginning of said parcel; thence continuing South 53 degrees 17 minutes 26 seconds East along said Northeasterly right of way line a distance of 1662.91 feet to the Southwesterly corner of property of Northern Indiana Public Service Company conveyed as Parcel No. 1 by United States Steel Corporation to Northern Indiana Public Service Company by deed dated October 24, 1960 and recorded November 1, 1960, in Deed Record 1160, Page 361, as Document No. 289248; thence North 36 degrees 42 minutes 34 seconds East along the Westerly line of said Parcel No. 1 a distance of 85.00 feet to a rail monument at the Southeasterly corner of a 100-acre tract of land conveyed by Universal Atlas Cement Company to Northern Indiana Public Service Company by deed dated August 18, 1954 and recorded August 24, 1954, in Deed Record 973, Page 505, as Document No. 77721; thence North 53 degrees 17 minutes 26 seconds West along the

Southerly line of said 100-acre tract of land a distance of 1662.91 feet to the Southwesterly corner of said tract; thence South 36 degrees 42 minutes 34 seconds West a distance of 85.00 feet to the point of beginning.

Easement Parcel 6: (NIPSCO Easement)

Perpetual non-exclusive roadway easement for the benefit of Parcel 1 for the purpose of providing ingress and egress for motor vehicles of all kinds, as created by Declaration and Grant of Roadway Easement and Release of Roadway Easement dated December 18, 1991 and recorded December 24, 1991 as Document Number 91065413, over and across the following described land:

A strip of land thirty (30) feet wide, lying fifteen (15) feet wide on each side of a center line produced, in the North 1/2 and Southeast 1/4 of Section 25, Township 37 North, Range 9 West of the Second Principal Meridian, in the County of Lake, State of Indiana, said center line being described as follows:

Commencing at a rail monument at the Southwest corner of the Northwest 1/4 of said Section 25; thence North 00° 03' 26" West along the West line of said Section 25, 1868.43 feet to the Northeasterly right-of-way line of the Elgin, Joliet, and Eastern Railway Company (formerly the Chicago, Indiana and Southern Railroad); thence South 53° 17' 26" East (said bearing taken from a description of a parcel of land conveyed by United States Steel Corporation to Northern Indiana Public Service Company by deed dated August 18, 1954 and recorded in Deed Record Book 973 Page 505, and all subsequent bearings are related thereto) along said Northeasterly right-of-way line, 2202 feet to the Southwesterly corner of land conveyed as Parcel No. 1 by United States Steel Corporation to Northern Indiana Public Service Company by deed dated October 24, 1960, and recorded in Deed Record Book 1160, Page 361; thence along the Northwesterly line of land so conveyed North 36° 42' 34" East, 65 feet to the POINT OF BEGINNING OF THE EASEMENT;

thence South 53° 17' 26" East, 469.82 feet to a point of curve;

thence by curve deflecting to the left having a radius of 1432.66 feet, the chord which bears South 61° 41' 56" East, 418.98 feet to a point of tangency;

thence South 70° 06' 25" East, 419.28 feet to a point of curve;

thence by curve deflecting to the right having a radius of 228.33 feet, the chord of which bears South 45° 21' 14" East, 191.21 feet to the point of tangency;

thence South 20° 36' 03" East, 36.13 feet to a point of curve;

thence by curve deflecting to the left having a radius of 713.60 feet, the chord of which bears South 38° 05' 51" East, 429.09 feet to a point of compound curvature;

thence by curve deflecting to the right having a radius of 5594.65 feet; the chord of which bears South 59° 35' 56" East, 781.37 feet to a point of tangency;

thence South 63° 36' 11" East, 1254.39 feet to a point of curve;



thence by curve deflecting to the right having a radius of 75.00 feet, the chord of which bears South 31° 34' 11" East, ~~72.58~~ <sup>79.56</sup> feet to a point of tangency;

thence South 0° 27' 49" West, 47.59 feet to the Northeasterly right-of-way line of the Elgin, Joliet and Eastern Railway Company (formerly the Chicago, Indiana, and Southern Railroad).

Easement Parcel 7: (Center Road Crossing)

A non-exclusive right for the benefit of Parcels 1 and 2 for the purposes of ingress and egress, as created by Agreement dated September =, 2000 and recorded September =, 2000 as Document Number =, as created by Agreement by and between Elgin, Joliet & Eastern Railway Company and Gary New Century, LLC, over the following described property:


A strip of land thirty feet wide, lying fifteen feet each side of a centerline located in the Southeast Quarter of Section 23, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, more particularly described as follows:

Commencing at the easterly corner of a parcel of land described as Parcel 4 in Exhibit A of Lake County Document 96052358; thence North 54°06'39" West along the northeasterly line of said parcel a distance of 408.35 feet to the centerline of a paved roadway and the Point of Beginning of this description;

thence North 37°47'36" East a distance of 153.13 feet to a point on the southwesterly line of a parcel of land described as Parcel 1 in said Exhibit and Document, said point being the Point of Ending of this description.

Easement Parcel 8: (Lehigh Crossing)

A non-exclusive right for the benefit of Parcels 1 and 2 for the purposes of ingress and egress, as created by Agreement dated September =, 2000 and recorded September =, 2000 as Document Number =, as created by Agreement by and between Elgin, Joliet & Eastern Railway Company and Gary New Century, LLC, over the following described property:

SEE INSERT 'A' ATTACHED HERETO 

~~A parcel of land in Sections 23, 25 and 26, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana more particularly described as follows:~~

Beginning at the intersection of the East line of said Section 26 with the Southwesterly line of a parcel of land described as the Fourth Parcel in Lake County Deed Record 282, Page 248:

1. thence North 54°06'39" West along said Southwesterly line a distance of 2369.03 feet to the Southeasterly line of a parcel of land described as Parcel 4 of Exhibit A in Lake County Document 96052358;
2. thence North 35°53'21" East along said Southeasterly line a distance of 118.84 feet to the Easterly corner of said parcel;

- AB**
- ~~3. thence North 54°06'39" West along the Northeasterly line of said parcel a distance of 448.46 feet;~~
  4. thence North 35°53'21" East a distance of 152.77 feet to the Southwesterly line of a parcel of land described as Parcel 1 of Exhibit A in Lake County Document 96052358;
  5. thence South 54°27'20" East along said Southwesterly line a distance of 380.92 feet;
  6. thence South 61°42'24" East along said Southwesterly line a distance of 68.15 feet to the Southerly corner of said parcel;
  7. thence North 35°53'21" East along the Southeasterly line of said parcel a distance of 17.09 feet to the Northeasterly line of a parcel of land described in Lake County Deed Record 117, Page 10 and Deed Record 432, Page 553, Article I;
  8. thence South 54°06'39" East along said Northeasterly line a distance of 4316.95 feet to a point on said line that is 325 feet by right angle measurement from the Northeasterly corner of a parcel of land described in Lake County Deed Record 308, Page 22;
  9. thence South 35°53'21" West a distance of 325.00 feet to said corner;
  10. thence North 54°06'39" West along the Northeasterly line of said parcel a distance of 1929.25 feet to the East line of Section 26;
  11. thence North 00°52'39" West along said East line a distance of 31.21 feet to the Point of Beginning.

END OF LEGAL DESCRIPTION

- AB**
- ~~3. thence North 54°06'39" West along the Northeasterly line of said parcel a distance of 448.46 feet;~~
  4. thence North 35°53'21" East a distance of 152.77 feet to the Southwesterly line of a parcel of land described as Parcel 1 of Exhibit A in Lake County Document 96052358;
  5. thence South 54°27'20" East along said Southwesterly line a distance of 380.92 feet;
  6. thence South 61°42'24" East along said Southwesterly line a distance of 68.15 feet to the Southerly corner of said parcel;
  7. thence North 35°53'21" East along the Southeasterly line of said parcel a distance of 17.09 feet to the Northeasterly line of a parcel of land described in Lake County Deed Record 117, Page 10 and Deed Record 432, Page 553, Article I;
  8. thence South 54°06'39" East along said Northeasterly line a distance of 4316.95 feet to a point on said line that is 325 feet by right angle measurement from the Northeasterly corner of a parcel of land described in Lake County Deed Record 308, Page 22;
  9. thence South 35°53'21" West a distance of 325.00 feet to said corner;
  10. thence North 54°06'39" West along the Northeasterly line of said parcel a distance of 1929.25 feet to the East line of Section 26;
  11. thence North 00°52'39" West along said East line a distance of 31.21 feet to the Point of Beginning.

END OF LEGAL DESCRIPTION

Insert A

~~Legal Description of Highway~~

A strip of land thirty feet wide, lying fifteen feet each side of a centerline located in the Southeast Quarter of Section 23 and the Northeast Quarter of Section 26, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, more particularly described as follows:

Commencing at the southerly corner of a parcel of land described as Parcel 4 in Exhibit A of Lake County Document 96052358; thence South 54°06'39" East along the southwesterly line of said Parcel and the southwesterly line of the Fourth Parcel described in Lake County Deed Record 282, Page 248 a distance of 334.06 feet to the centerline of a paved roadway and the Point of Beginning of this description;

thence North 59°06'08" East a distance of 48.87 feet;

thence North 42°00'05" East a distance of 256.55 feet to a point on the northeasterly line of the railroad right-of-way described in Lake County Deed Record 117, Page 10 and Deed Record 432, Page 553, Article 1, said point being the Point of Ending of this description, said strip containing 0.210 acres, more or less.

~~RECORDED~~  
~~INDEXED~~

