

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2004 092943

2004 NOV - 1 11 5 17

MONROE COUNTY
RECORD

WARRANTY DEED

CM 624 / 1912

THIS INDENTURE WITNESSETH, That THE TRUST FOR PUBLIC LAND, herein called Grantor, of Ramsey County, State of Minnesota, CONVEYS and WARRANTS to the State of Indiana, Department of Natural Resources, of Marion County, in the State of Indiana, for and in consideration of Three Hundred Twenty Five Thousand Dollars and No/100 (\$325,000.00), the following described real estate in Lake County in the State of Indiana, to-wit:

See Attached Exhibit "A"

The undersigned persons hereby represent that to the best of the undersigned persons knowledge, the above described real estate is not "property" as defined in Indiana Code 13-11-2-174 and is not, and has not been used as a landfill or dump and contains no underground storage tanks or toxic or hazardous waste or materials and no disclosure statement pursuant to Indiana Code 13-25-3-1 et. Seq. (The Indiana Responsible Transfer Law) is required for this transaction.

The undersigned persons executing this deed represent and certify on behalf of the Grantor, that he/she is a duly elected officer of the Grantor and has been fully empowered by proper resolution, or the by-laws of the Grantor, to execute and deliver this deed; that the Grantor is a corporation in good standing in the State of its origin and, where required, in the State where the subject real estate is situate; that the Grantor has full corporate capacity to convey the real estate described; and that all necessary corporate action for the making of this conveyance has been duly taken.

This Warranty Deed is subject to the following restrictions:

Document is
NOT OFFICIAL!
This Document is the property of
the Lake County Recorder!

STOP

See Attached Exhibit "B"

RECORDER'S OFFICE
DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER
OCT 29 2004
STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

TRANSACTION EXEMPT FROM SALES
DISCLOSURE REQUIREMENTS UNDER
IO6-11-55

002399

Handwritten initials: RDC

TRANSACTION EXEMPT FROM SALES
DISCLOSURE REQUIREMENTS UNDER
IC6-1.1-5.5

IN WITNESS WHEREOF, the said Grantor, has hereunto set its hand and seal this 21st day
of July, 2004.

THE TRUST FOR PUBLIC LAND

BY: Cynthia M. Whiteford
Cynthia M. Whiteford, Vice President

ATTEST: Margaret J. Madden
Margaret J. Madden, Assistant Secretary

STATE OF MINNESOTA, RAMSEY COUNTY, SS:

Before me the undersigned, a Notary Public in and for said County and State, personally appeared The Trust For Public Land, by Cynthia M. Whiteford, its Vice President, and acknowledged the execution of the foregoing instrument this 21st day of JULY, 2004.

Witness my hand and seal.

My Commission Expires: 11/31/05 [Signature], Signature
Notary Public

County of Residence: Ramsey Lashonna M. Jackson, Print

STATE OF MINNESOTA, RAMSEY COUNTY, SS:

Before me the undersigned, a Notary Public in and for said County and State, personally appeared The Trust For Public Land, attest by Margaret J. Madden, its Assistant Secretary, and acknowledged the execution of the foregoing instrument, this 21st day of July, 2004.

Witness my hand and seal.

My Commission Expires: 11/31/05 [Signature], Signature
Notary Public

County of Residence: Ramsey Lashonna M. Jackson, Print

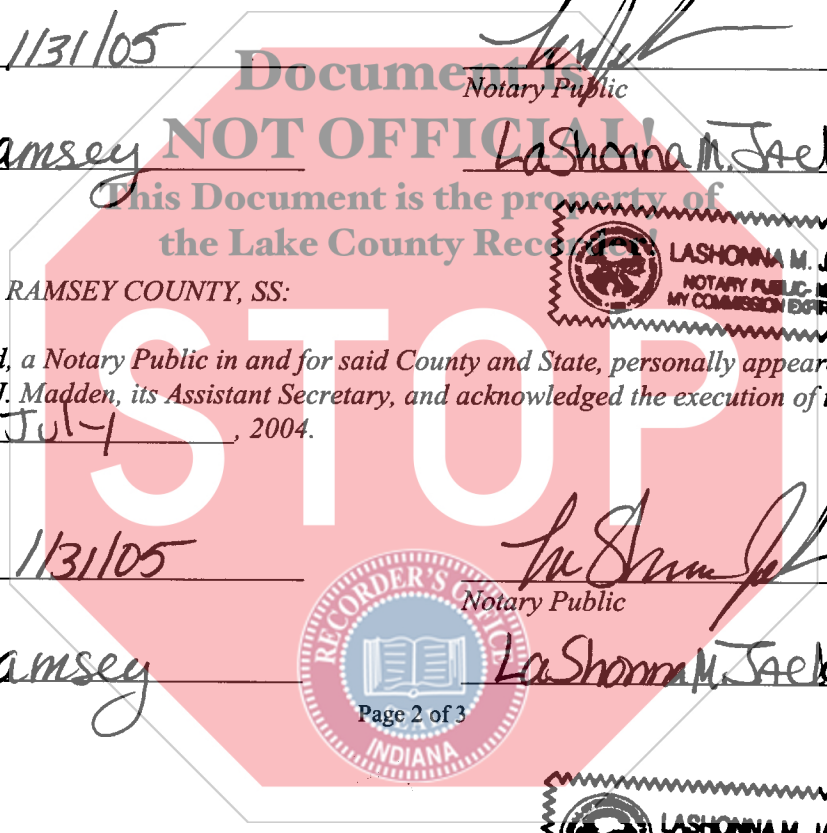


EXHIBIT "A"

Legal Description for
The Trust For Public Land

Page 1 of 1

TRANSACTION EXEMPT FROM SALES
DISCLOSURE REQUIREMENTS UNDER
IC6-1.1-5.5

The following described real estate in Hobart Township, Lake County, Indiana, to-wit:

DESCRIPTION OF PROPERTY:

PARCEL 1: Part of the NW 1/4 of the SE 1/4 and part of the NE 1/4 of the SE 1/4 of Section 36, Township 36 North, Range 8 West of the 2nd P.M., in the City of Hobart, Lake County, Indiana, beginning at the Northeast corner of the NW 1/4 of the SE 1/4 of said Section; thence West along the North line of the SE 1/4 of said Section 36, a distance of 357.53 feet, more or less, to a point 300 feet East of the West line of the East 1/2 of the NW 1/4 of the SE 1/4 of said Section 36; thence South and parallel to said West line 706 feet; thence East parallel to the North line of the SE 1/4 of said Section, a distance of 617 feet, more or less, to the West line of a parcel of land conveyed to the Northern Indiana Public Service Company, an Indiana corporation, in the Warranty Deed made by Samuel Zabrdac and Irene Zabrdac, his wife, dated January 22, 1965, and recorded February 16, 1965, as Document No. 605297, in the Recorder's Office of Lake County, Indiana; thence North 00°03' West along said West line of the Northern Indiana Public Service Company's land, a distance of 706 feet, more or less, to the North line of the SE 1/4 of said Section; thence West along the North line of the SE 1/4 of said Section, a distance of 259.48 feet, more or less, to the Northeast corner of the NW 1/4 of the SE 1/4 of said Section 36, being the point of beginning.

PARCEL 2: Part of the SE 1/4 of Section 36, Township 36 North, Range 8 West of the 2nd P.M., in the City of Hobart, Lake County, Indiana, beginning at a point 300 feet East of the West line of the East 1/2 of the NW 1/4 of the SE 1/4 and 430 feet South of the North line of the SE 1/4 of said Section 36; thence West parallel to the North line of said SE 1/4, a distance of 300 feet to the West line of the East 1/2 of the NW 1/4 of the SE 1/4 of said Section 36; thence South along said West line a distance of 890 feet, more or less, to the South line of the North 1/2 of the SE 1/4 of said Section 36; thence East along said South line, a distance of 1302.4 feet, more or less, to the West line of a parcel of land conveyed to the Northern Indiana Public Service Company, an Indiana corporation, in the Warranty Deed made by Samuel Zabrdac and Irene Zabrdac, his wife, dated January 22, 1965, and recorded February 16, 1965, as Document No. 605297, in the Recorder's Office of Lake County, Indiana; thence North 28°39' West along said Westerly line of the Northern Indiana Public Service Company's land, a distance of 662.43 feet; thence North 00°03' West along said West line of the Northern Indiana Public Service Company's land, a distance of 137.9 feet, more or less, to a point which is 706 feet South of the North line of the SE 1/4 of said Section 36; thence West and parallel to the North line of said SE 1/4, a distance of 617 feet, more or less, to a point 300 feet East of the West line of the East 1/2 of the NW 1/4 of said SE 1/4; thence North parallel to the West line of the East 1/2 of the NW 1/4 of the SE 1/4 of said Section, a distance of 276 feet, more or less, to the point of beginning.

PARCEL 3: The SW 1/4 of the NW 1/4 of the SE 1/4 of Section 36, Township 36 North, Range 8 West of the 2nd P.M., in the City of Hobart, Lake County, Indiana.

PARCEL 4: The NE 1/4 of the SW 1/4 of the SE 1/4 of Section 36, Township 36 North, Range 8 West of the 2nd P.M., in the City of Hobart, Lake County, Indiana, except that part lying within the right-of-way of the Elgin, Joliet and Eastern Railway Company.

Subject to easements, leases, restrictions, rights-of-way and covenants of record.

EXHIBIT "B"

**HOBART MARSH QUAIL
HOLLOW TRACT**

DEED RESTRICTION/COVENANT

WHEREAS, the State of Indiana, by its Department of Natural Resources (hereinafter "Owner"), having its executive office in Indianapolis, Indiana, is the owner in fee simple of certain real property (hereinafter "Restricted Property") which property is described as follows:

See Attached Legal Description, Exhibit "A"

WHEREAS, the Restricted Property will be restored and regulated as a wetland under the regulatory jurisdiction of the United States Army Corps of Engineers pursuant to Section 404 of the Clean Water Act (33 U.S.C. 1344);

WHEREAS, the Restricted Property is intended to constitute "mitigation" for the Little Calumet River Flood Control Project being conducted by the U.S. Army Corps of Engineers and the Little Calumet River Basin Development Commission as the local sponsor;

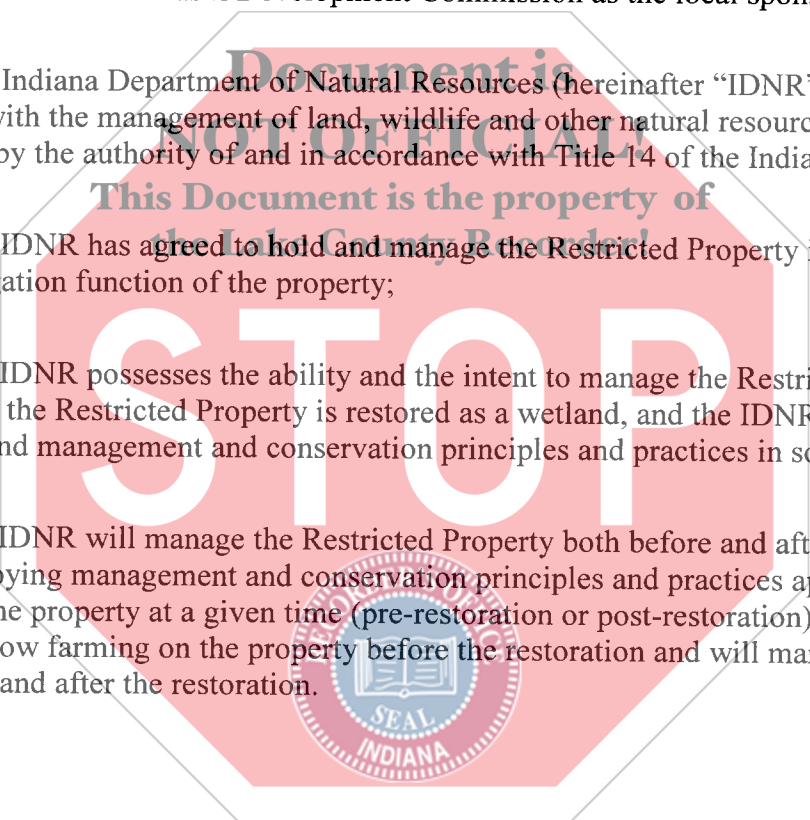
WHEREAS, the Indiana Department of Natural Resources (hereinafter "IDNR") is a state agency charged with the management of land, wildlife and other natural resources within the State of Indiana, by the authority of and in accordance with Title 14 of the Indiana Code;

WHEREAS, the IDNR has agreed to hold and manage the Restricted Property in perpetuity to advance the mitigation function of the property;

WHEREAS, the IDNR possesses the ability and the intent to manage the Restricted Property as a wetland after the Restricted Property is restored as a wetland, and the IDNR shall employ appropriate wetland management and conservation principles and practices in so doing; and

WHEREAS, the IDNR will manage the Restricted Property both before and after the wetland restoration, employing management and conservation principles and practices appropriate to the condition of the property at a given time (pre-restoration or post-restoration); accordingly, the IDNR may allow farming on the property before the restoration and will manage the property as a wetland after the restoration.

TRANSACTION EXEMPT FROM SALES
DISCLOSURE REQUIREMENTS UNDER
IC6-11-55



NOW, THEREFORE, Owner, in consideration of the facts recited above and with the approval of the U.S. Army Corps of Engineers, hereby enters the following covenants and deed restrictions on behalf of itself and its successors and assigns:

1. The United States Army Corps of Engineers will have the right to enforce by proceedings in law or equity the covenants and deed restrictions set out herein and this right shall not be waived by one or more incidents of failure to enforce said right;
2. Employees of the U.S. Army Corps of Engineers will have the right to view the Restricted Property in its natural, scenic, and open condition and the right to enter the Restricted Property at all reasonable times for the purpose of inspecting the Restricted Property to determine if Owner, or its successors or assigns, is complying with the covenants and deed restrictions herein;
3. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no dredged or fill material placed on the Restricted Property except as necessary for completion of mitigation;
4. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no commercial, industrial, agricultural, residential developments, buildings, or structures, including but not limited to: signs, billboards, other advertising material, or other structures placed on the Restricted Property;
5. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no removal or destruction of trees or plants, mowing, draining, plowing, mining, removal of topsoil, sand, rock, gravel, minerals or other material, except as necessary for completion of mitigation or as the IDNR deems necessary for management, conservation or maintenance purposes;
6. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles, except as necessary for completion of mitigation or as the IDNR deems necessary for management, conservation or maintenance purposes;
7. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no application of insecticides or herbicides, except as specified by the U.S. Army Corps of Engineers or as the IDNR deems necessary for management, conservation or maintenance purposes;
8. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no grazing or keeping of cattle, sheep, horses or other livestock;
9. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no hunting or trapping on the Restricted Property, except as the IDNR deems necessary for management, conservation or maintenance purposes;
10. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no utility lines placed overhead or within the Restricted Property, including but not limited to: telephone or other communication lines, electrical, gas, water or sewer.

TRANSACTION EXEMPT FROM SALES
DISCLOSURE REQUIREMENTS UNDER
ICG-L1-S5

Existing lines may remain, but any maintenance work requiring intrusion into the Restricted Property shall require prior written authorization by the U.S. Army Corps of Engineers and the IDNR; and

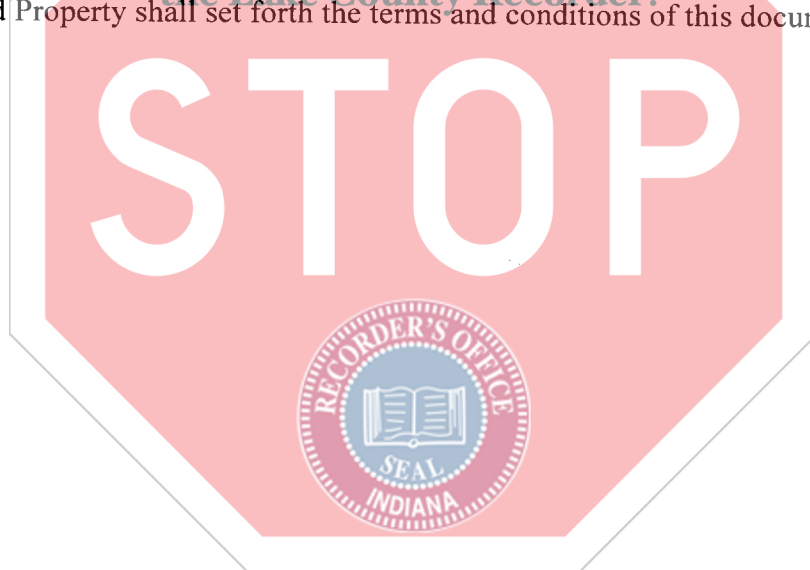
11. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no modifications to the hydrology of the Restricted Property, either directly or indirectly, that would allow more water onto, or that would drain water away from, the Restricted Property after the Restricted Property has been restored. Such prohibited modifications include, but are not limited to: ditching, changes to any water control structures, repairing of drainage tiles, or alterations to any naturally occurring structures. The IDNR may manage the restored Restricted Property to maintain the hydrological conditions to which the property is restored.

These deed restrictions and covenants may be changed, modified or revoked only upon written approval of the U.S. Army Corps of Engineers and the IDNR. To be effective such approval must be witnessed, authenticated, and recorded pursuant to the laws of the State of Indiana.

Except as expressly limited herein, the Owner reserves for itself and its successors and assigns, all rights as owner of the Restricted Property, including the right to use and manage the property for all purposes not inconsistent with this instrument.

The terms and conditions of these deed restrictions and covenants shall, as of the date of execution of this document, bind the Owner to the extent of its legal and/or equitable interest in the Restricted Property, and these deed restrictions and covenants shall run with the land and be binding on the Owner and its successors and assigns forever.

The terms and conditions of these deed restrictions and covenants shall be both explicitly included in any transfer, conveyance, or encumbrance of the Restricted Property or any part thereof, and any instrument of transfer, conveyance, or encumbrance affecting all or any part of the Restricted Property shall set forth the terms and conditions of this document.



STATE OF INDIANA
LAKE COUNTY
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MORE...

CM 620046806

TRUSTEE'S DEED

THIS INDENTURE WITNESSETH that, **MERCANTILE NATIONAL BANK OF INDIANA**, as Trustee under Trust Agreement dated April 18, 1996 and known as Trust No. 6141 does hereby grant, bargain, sell and convey to:

SIGNATURE CONSTRUCTION, INC. , an Indiana corporation

of Lake County, Indiana, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described real estate in Lake County, State of Indiana, to-wit:

Lot 2, in First Metropolitan Estates of White Oak, an addition to the Town of Munster, as recorded in Plat Book 92 page 99, in the Office of the Recorder of Lake County, Indiana, and as amended by Certificate recorded January 29, 2003, as Document No. 2003 010212.

Street Address: Vacant Land, Munster, Indiana 46321 (9741 Wildflower Lane)

Tax I.D. No.: 18-28-0650-0002

Mail Tax Statements: 2602 Beech Street, Valparaiso IN 46383

SUBJECT TO THE FOLLOWING: All real estate taxes for 2004, payable 2005 and all subsequent years; public utility easements crossing or affecting the above described real estate; zoning and building ordinances affecting the above described real estate; standard exceptions from title coverage, including but not limited to those matters of survey or environmental hazards; and, all matters created or suffered as a result of the Grantee's acts or occupancy of the above described real estate, or otherwise existing of public record as of the date of delivery of this Deed.

This Deed is executed pursuant to, and in the exercise of, the power and authority granted to and vested in the said Trustee by the terms of the instruments, which created the aforesaid Trust, and subject to all unpaid taxes and all encumbrances of record.

IN WITNESS WHEREOF, the said **MERCANTILE NATIONAL BANK OF INDIANA**, as Trustee under Trust Agreement dated April 18, 1996 and known as Trust No. 6141, has caused this Deed to be signed by its officers, and its corporate seal to be hereunto affixed this 13th day of October, 2004.

MERCANTILE NATIONAL BANK OF INDIANA, as Trustee

By: William S. Trowbridge
Name: William S. Trowbridge
Title: Assistant Vice President and Trust Officer

ATTEST:

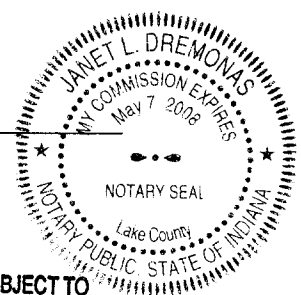
Kristen L. Mallory
Name: Kristen L. Mallory
Title: Vice President and Trust Officer

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County, in the State aforesaid, personally appeared before me, William S. Trowbridge, Assistant Vice President and Trust Officer and Kristen L. Mallory, Vice President and Trust Officer, of **MERCANTILE NATIONAL BANK OF INDIANA**, a national banking association, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said national banking association, and as their free and voluntary act, on behalf of said national banking association, as Trustee.

Given under my hand and notarial seal this 13th day of October 2004.

Signed: [Signature]
Janet L. Dremonas, Notary Public



This instrument was prepared by:
William S. Trowbridge
5243 Hohman Avenue, Hammond, Indiana 46323
for Mercantile National Bank of Indiana

OCT 29 2004 002400

STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

Chicago Title Insurance Company



Handwritten initials/signature at bottom right.