

64

SETTLEMENT AGREEMENT AND RELEASE

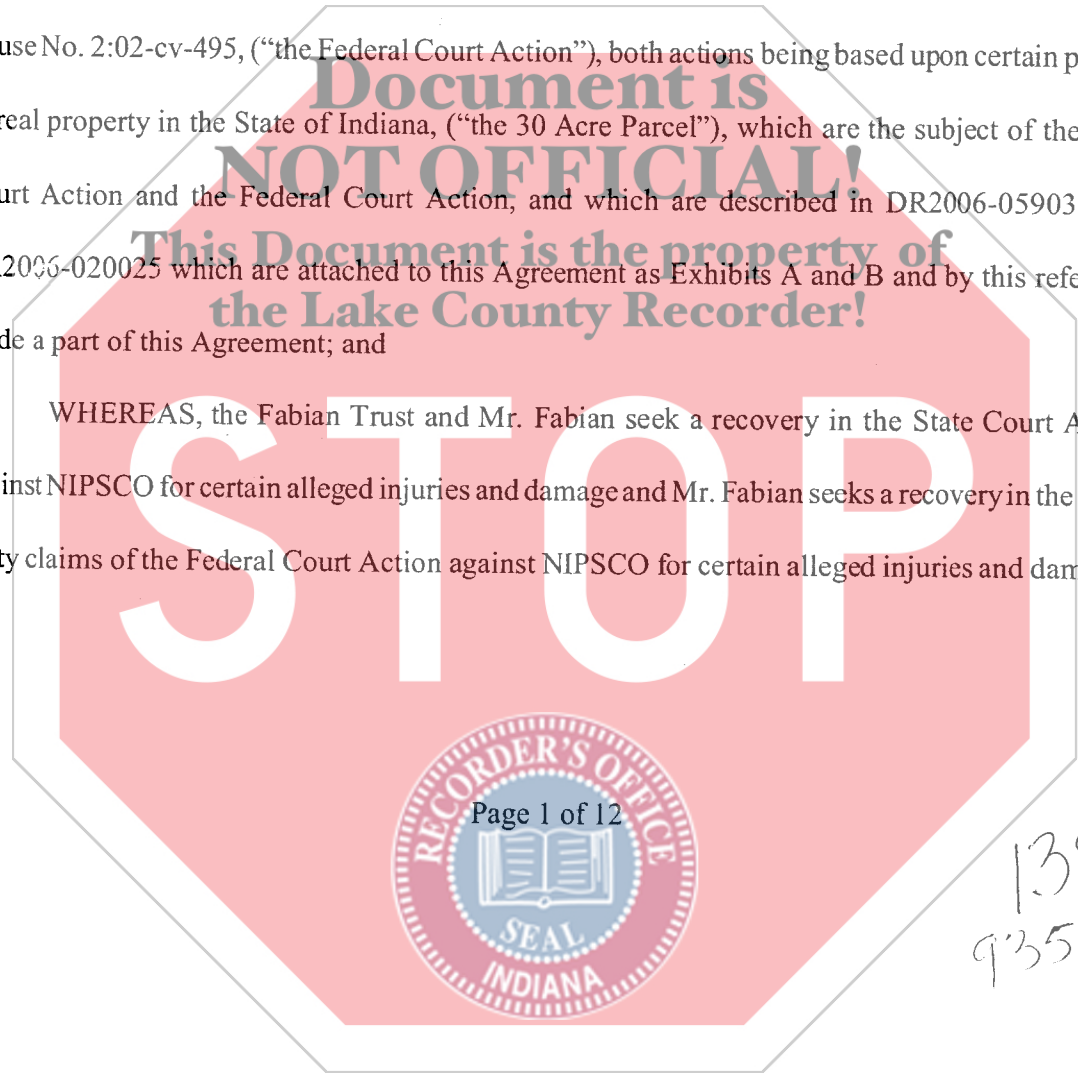
This Settlement Agreement And Release, ("Agreement"), is entered into by and between Trust#P-5456, ("the Fabian Trust"), Mr. Rowland A. Fabian, ("Mr. Fabian"), and Northern Indiana Public Service Company, ("NIPSCO").

2008 080322

WHEREAS, the Fabian Trust and Mr. Fabian have filed a lawsuit against NIPSCO in the Lake Superior Court, State of Indiana, Lake County, entitled *Northern Indiana Bank & Trust Company, as Trustee under a Trust Agreement dated January 29, 1983, and known as Trust No. 7-1999 and Rowland A. Fabian, Sole Beneficiary of Trust No. 7-1999 v. Northern Indiana Public Service Company*, Cause No. 45D05-0108-CP-00391, ("the State Court Action"), and Mr. Fabian has filed a third-party action against Northern Indiana Public Service Company in the United States District Court for the Northern District of Indiana, Hammond Division, entitled *United States of America v. Rowland A. Fabian/Rowland A. Fabian v. Northern Indiana Public Service Company*, Cause No. 2:02-cv-495, ("the Federal Court Action"), both actions being based upon certain parcels of real property in the State of Indiana, ("the 30 Acre Parcel"), which are the subject of the State Court Action and the Federal Court Action, and which are described in DR2006-059035 and DR2006-020025 which are attached to this Agreement as Exhibits A and B and by this reference made a part of this Agreement; and

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
NOV 25 AM 11:19
MICHAEL A. BROWN
RECORDER

WHEREAS, the Fabian Trust and Mr. Fabian seek a recovery in the State Court Action against NIPSCO for certain alleged injuries and damage and Mr. Fabian seeks a recovery in the third-party claims of the Federal Court Action against NIPSCO for certain alleged injuries and damages; and



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WHEREAS, NIPSCO disputes its alleged liability for the various injuries and damages claimed by the Fabian Trust and Mr. Fabian both generally and specifically in response to the State Court Action and the Federal Court Action; and

WHEREAS, solely for the purpose of avoiding the costs of litigation, the Fabian Trust, Mr. Fabian and NIPSCO have agreed to settle their disputes with regard to all claims raised by the Fabian Trust and Mr. Fabian relating generally to the 30 Acre Parcel and to both the State Court Action and the Federal Court Action, and to release all claims, dues, debts, demands, actions, causes of action, liabilities, and any other claims for relief or remuneration whatsoever by the Fabian Trust and Mr. Fabian against NIPSCO, for any type of injuries or damages whatsoever, whether known or unknown, including also any claimed court costs and attorneys fees, which relate in any way to the 30 Acre Parcel and which are or could have been raised by the Fabian Trust and Mr. Fabian against NIPSCO in the State Court Action and the Federal Court Action;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the Fabian Trust, Mr. Fabian and NIPSCO, and their respective past, present and future owners, officers, trustees, directors, agents, servants, employees, shareholders, parents, subsidiaries, affiliates, departments, agencies, relatives, successors, predecessors, assigns, attorneys, insurers and/or other representatives, agree to settle and release all claims, dues, debts, demands, actions, causes of action, liabilities, and any other claims for relief or remuneration whatsoever by the Fabian Trust and Mr. Fabian against NIPSCO, for any type of injuries or damages whatsoever, whether known or unknown, including also any claimed court costs and attorneys fees, which relate in any way to the 30 Acre Parcel and which are or could have been raised by the Fabian Trust and Mr. Fabian against NIPSCO in the State Court Action and the Federal Court Action, upon the following terms:



1. NIPSCO will pay the sum of Twenty-Five Thousand and No/100^{ths} Dollars, (\$25,000.00), to the Fabian Trust and Mr. Fabian within fourteen (14) days after the complete execution of this Agreement.

2. The Fabian Trust and Mr. Fabian agree to dismiss the State Court Action and the Federal Court Action with prejudice as to NIPSCO within fourteen (14) days of their receipt of the Twenty-Five Thousand Dollars described in ¶ 1 of this Agreement.

3. NIPSCO further agrees to pay the sum of Fifteen-Thousand and No/100^{ths} Dollars, (\$15,000.00), to the Fabian Trust and Mr. Fabian within fourteen (14) days of the latest date by which both the State Court Action and the Federal Court Action have been dismissed with prejudice as to NIPSCO.

4. The Fabian Trust and Mr. Fabian do hereby covenant and agree not to sue, prosecute or proceed in any way against NIPSCO and its predecessors, successors, assigns, parents, subsidiaries, affiliates, trustees, principals, directors, officers, agents, servants, employees, relatives, insurers, attorneys and/or other representatives, (jointly, "the NIPSCO Releasees"), for any and all liabilities, dues, debts, claims, costs, expenses, attorneys fees and demands, whether for injuries or damages of a physical, mental, proprietary and/or pecuniary nature, for indemnity, con-demnation, inverse condemnation, adverse possession, trespass, breach of contract, property loss or for any other type of loss whatsoever, whether known or presently unknown heretofore, whether based upon tort, contract or any other theory of recovery, and whether for compensatory or punitive damages, heretofore arising or hereafter to arise on account of, or in any way growing out of the 30 Acre Parcel, and any claims which the Fabian Trust and Mr. Fabian made or could have made in the State Court Action and/or the Federal Court Action. The Fabian Trust and Mr. Fabian further covenant and



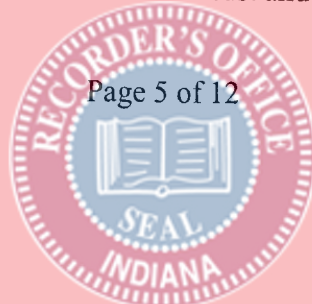
agree that they will never cause or permit in any way any claim or suit to be brought or prosecuted for the collection or execution of any judgment against the NIPSCO Releasees for any and all liabilities, dues, debts, claims, costs, expenses, attorneys fees and demands, whether for injuries or damages of a physical, mental, proprietary and/or pecuniary nature, for indemnity, condemnation, inverse condemnation, adverse possession, trespass, breach of contract, property loss or for any other type of loss whatsoever, whether known or presently unknown heretofore, whether based upon tort, contract or any other theory of recovery, and whether for compensatory or punitive damages, heretofore arising or hereafter to arise on account of, or in anyway growing out of the 30 Acre Parcel, and any claim which they made or could have made in the State Court Action and/or the Federal Court Action.

5. The Fabian Trust and Mr. Fabian further agree to accept and acknowledge the existence of the two 150'-wide utility easements held to exist in the November 19, 2002 partial summary judgment order entered by the Honorable Robert Pete in the State Court Action which is attached to this Agreement as Exhibit C and which by this reference is made a part of this Agreement, and further grant and acknowledge an extension of that utility easement which includes the 345 KV transmission circuit and service road through the full distance of the Porter County section of the 30 Acre Parcel which is described in the Complaint in the State Court Action. The Fabian Trust and Mr. Fabian further agree to execute a separate notice of easement agreement for purposes of recording the Porter County portion of that utility easement which includes the 345 KV transmission circuit and service road in the form which is attached to this Agreement as Exhibit D. The boundaries for these two 150'-wide utility easements shall be as set forth in the attached survey drawing No. A-28583 of Mr. Loren Stackhouse of Marbach, Brady & Weaver, Inc. dated May 14,



2007 which is attached to this Agreement as Exhibit E and which by this reference is made a part of this Agreement, and whose legal descriptions are set forth as "Parcels 1, 2 and 3" in pages 1-6 of the legal description attached to this Agreement as Exhibit F prepared by Mr. Loren Stackhouse of Marbach, Brady & Weaver, Inc., which also by this reference is made a part of this Agreement. The scope of NIPSCO's use of the easements described in this ¶ 5 shall be to: 1) construct, erect, maintain, operate, repair, replace and/or renew towers and poles, and to string, install, construct, erect, maintain, operate, repair, replace and renew wires, cables and other necessary equipment upon and between such towers and poles, and additional towers, poles, wires, cables and other necessary equipment from time to time, and to operate by means thereof from time to time, one or more line or lines for the transmission, distribution and delivery of electrical energy to the public in general to be used for light, heat, power, telephone and/or other purposes; 2) lay, install, maintain, operate, repair, replace and/or renew gas mains and a line or lines of pipe, and additional gas mains and lines of pipe from time to time, for the transportation and distribution of gas to the public in general, with all necessary and convenient equipment, facilities, service pipes, lines and connection thereof, and to operate by means thereof a system for such transportation and distribution of gas, to be used for light, heat, power and other purposes; and 3) maintain, repair, replace and/or renew the existing access roads described in the Fabian Trust and Mr. Fabian's Complaint generally in the State Court action and Exhibit F to said Complaint for the purpose of accessing NIPSCO's electric and natural gas equipment and facilities by NIPSCO's personnel and its other equipment and vehicles.

6. It is further expressly warranted by the Fabian Trust and Mr. Fabian that no other person or entity has asserted or is able to assert any lien, claim or entitlement on behalf of the Fabian Trust or Mr. Fabian to any claims which the Fabian Trust and Mr. Fabian made or could have made



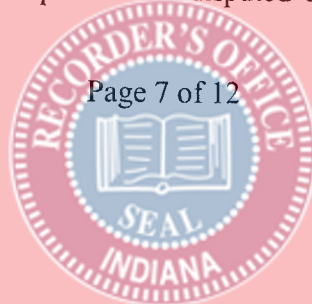
in the State Court Action and/or the Federal Court Action, which either has not been satisfied already, or will not be satisfied from the funds paid to it by NIPSCO pursuant to this Agreement. The Fabian Trust and Mr. Fabian further expressly agree to defend and indemnify the NIPSCO Releasees against any claim or suit brought against any of them which arises or which purports to arise from any lien, claim or entitlement which the Fabian Trust and Mr. Fabian made or could have made in the State Court Action and/or the Federal Court Action. The representations and agreements made herein shall not be construed in any event as a warranty or indemnity against any claims brought by any person or entity that are not dependent on the rights or claims of the Fabian Trust and Mr. Fabian against the NIPSCO Releasees, or as a result of the separate actions of the NIPSCO Releasees.

7. The Fabian Trust and Mr. Fabian acknowledge and state that their alleged injuries, damages and the alleged results thereof may be and/or are permanent and may or will have a progressive effect upon them, and that by this document, the Fabian Trust and Mr. Fabian specifically intend to discharge and release the NIPSCO Releasees from any and all liability in regard to all results, known or unknown, arising from the alleged injuries and damages of the Fabian Trust and Mr. Fabian which relate in any way to the 30 Acre Parcel which they made or could have made in the State Court Action and/or the Federal Court Action, and that the Fabian Trust and Mr. Fabian specifically intend to discharge and release the NIPSCO Releasees from all liability on account of any unknown injuries and damages, and results thereof, which relate to the 30 Acre Parcel which they have incurred and/or that may have arisen or resulted from acts or omissions of the NIPSCO Releasees occurring prior to the date of the complete execution of this Agreement.



8. The Fabian Trust acknowledges and states that its undersigned duly-authorized representative is at least eighteen (18) years of age, has read this Agreement, and has conferred with its legal counsel in regard to the provisions thereof, and is authorized to execute and enter into this Agreement on its behalf. The Fabian Trust further acknowledges and states through its undersigned duly-authorized representative that it understand the legal effect and binding nature of this Agreement and represents it is acting voluntarily and of its own free will, without the exertion of duress upon it by anyone, in executing this Agreement. The Fabian Trust further represents through its undersigned duly-authorized representative that, in making this Agreement, it has not relied upon any representations made by the NIPSCO Releasees or anyone acting on behalf of any of them. The Fabian Trust further states through its undersigned duly-authorized representative that it realizes that the payment hereunder by NIPSCO is made as a compromise of disputed claims and shall not be taken as an admission of liability on the part of the NIPSCO Releasees, by whom liability is expressly denied.

9. Mr. Fabian acknowledges and states that he is at least eighteen (18) years of age, has read this Agreement, and has conferred with his legal counsel in regard to the provisions thereof, and is authorized to execute and enter into this Agreement on his behalf. Mr. Fabian further acknowledges and states that he understands the legal effect and binding nature of this Agreement and represents he is acting voluntarily and of his own free will without the exertion of duress upon him by anyone, in executing this Agreement. Mr. Fabian further represents that, in making this Agreement, he has not relied upon any representations made by the NIPSCO Releasees or anyone acting on the behalf of any of them. Mr. Fabian further states that he realizes that the payment hereunder by NIPSCO is made as a compromise of disputed claims and shall not be taken as an



admission of liability as to any claim by the NIPSCO Releasees, by whom liability is expressly denied.

10. The Fabian Trust, Mr. Fabian and NIPSCO each stipulate and agree that their respective undertakings under this Agreement constitute adequate and sufficient consideration given by them for the terms of this Agreement.

11. The Fabian Trust, Mr. Fabian and NIPSCO each agree to execute Stipulations To Dismiss by and through their respective attorneys within ten (10) days of the date upon which NIPSCO has tendered the Twenty-Five Thousand Dollars described in ¶ 1 of this Agreement which dismiss, respectively, the State Court Action and the Federal Court Action as to NIPSCO with prejudice, with each party to bear its/his own costs.

12. The Fabian Trust and NIPSCO each represent and warrant that: (a) they are duly organized and existing in good standing under the laws of one of the states of the United States of America, (b) they have taken all necessary internal actions to duly approve the making and performance of this Agreement and that no further internal approval is necessary, (c) the making and performance of this Agreement will not violate any provision of the party's organizational articles, charter, by-laws and/or trust agreement, and (d) the individual executing this Agreement on their respective behalfs has authority to bind that entity in connection with a settlement and release which contains all of the terms and conditions set forth in this Agreement.

13. This Agreement is and shall be binding upon the Fabian Trust, Mr. Fabian and NIPSCO and their respective past, present and future owners, officers, trustees, directors, agents, servants, employees, shareholders, parents, subsidiaries, affiliates, departments, agencies, relatives, successors, predecessors, assigns, attorneys, insurers and/or other representatives.



14. The Fabian Trust, Mr. Fabian and NIPSCO each further acknowledge that this Agreement constitutes their entire voluntary agreement and that this Agreement may not be modified or amended except by a writing executed by each of them.

15. The Fabian Trust, Mr. Fabian and NIPSCO each acknowledge that they each will execute six (6) identical original versions of this Agreement.

16. Any claim arising out of a dispute over the terms of this Agreement shall be prosecuted only in the Lake County Circuit or Superior Courts sitting in Lake County, State of Indiana, and the parties agree to submit to the jurisdiction of said Courts for any such claim.

17. This Agreement shall be interpreted, construed and enforced pursuant to the laws of the State of Indiana. This Agreement also shall be admissible into evidence in any action filed as a result of a claim arising out of a dispute over the terms of this Agreement.



It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee" under the Act and makes no representations concerning any possible environmental defects.

In making any warranty or certification herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

This document is being executed by Lake County Trust Company solely as Trustee and, according to its records, the legal title holder to the premises. Lake County Trust Company makes no representation that it has the authority to bind the trust on matters relating to the management, use, possession, condition or control of the premises, or on matters relating to income or proceeds, and is signing this document solely at the direction and request of those holding the power of direction under said trust. It is specifically agreed and understood that all duties and responsibilities hereunder shall be performed by the beneficiary or his agent.

(Page 1 of 2 pages of Trustee's Signature Pages)



IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer this 12th day of November, 2007.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated May 31, 2006, and known as Trust No. P-5456.

By: Elaine M. Sievers
Elaine M. Sievers, Trust Officer

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Officer of LAKE COUNTY TRUST COMPANY, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said Corporation and as her free and voluntary act, acting for such Corporation, as Trustee.

WITNESS my hand this 12th day of November, 2007.

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

Hesta Smith
Hesta Smith, Notary Public

My Commission Expires: 10-11-15 Resident of Lake County, Indiana.

STOP

(Page 2 of 2 pages of Trustee's Signature Pages)



IN WITNESS WHEREOF, the Undersigned has affixed his signature hereto on this the 4 day of December, 2007.

Mark T. Marsel
as the duly-authorized representative of
Northern Indiana Public Service Company

STATE OF Indiana)
COUNTY OF Lake) SS:

Before me, the undersigned notary on this 4 day of Dec, 2007, personally appeared Mark T. Marsel, as the duly-authorized representative of Northern Indiana Public Service Company, who acknowledged that the statements contained in the foregoing Agreement are true and who also affirmed that the foregoing signature is his own.

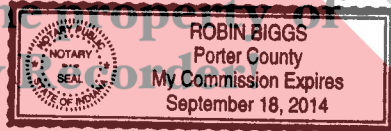
Robin Biggs
Notary Public

Robin Biggs
Notary's Name Printed

My Commission Expires: 9-18-2014

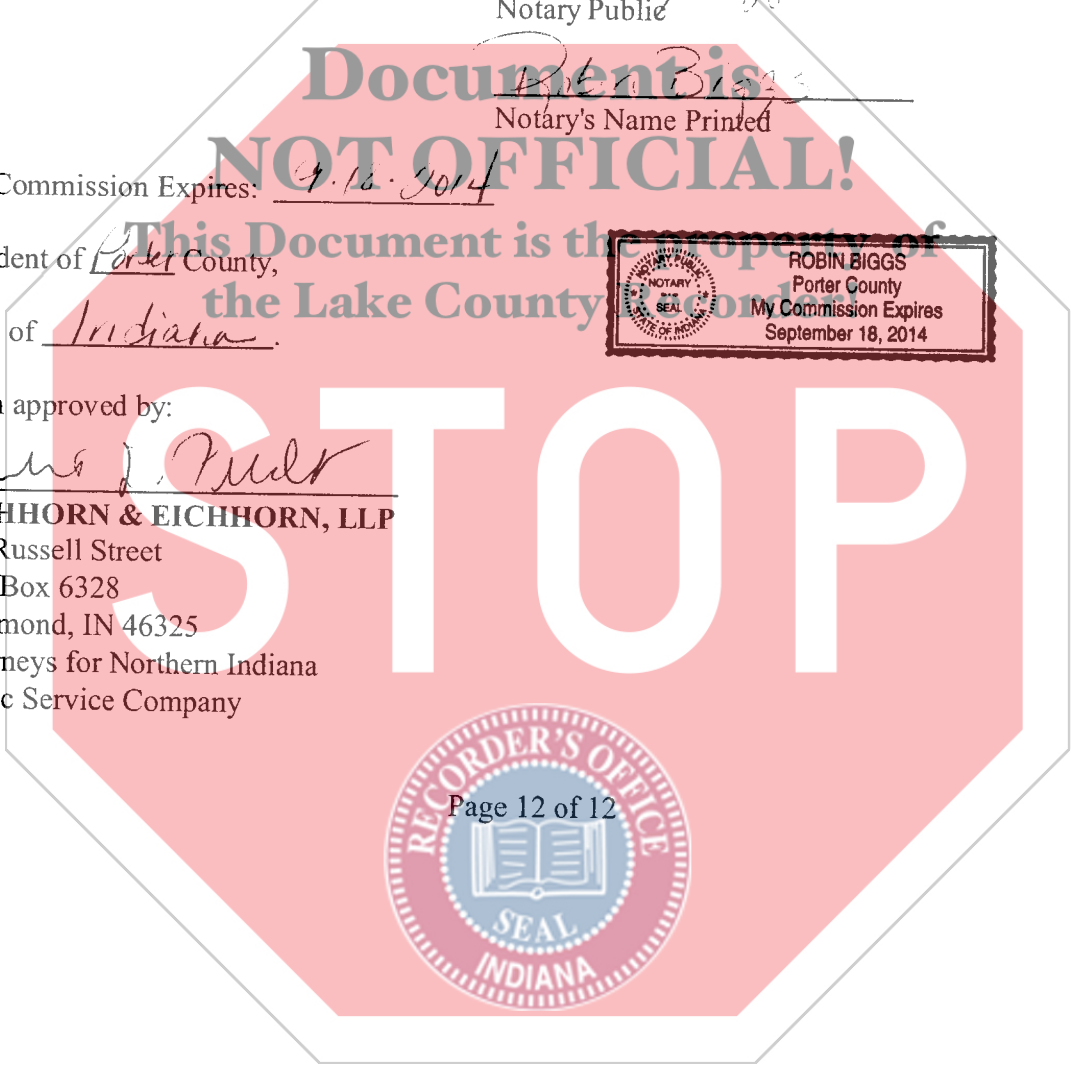
Resident of Porter County,

State of Indiana.



Form approved by:

Paul J. Pelt
EICHHORN & EICHHORN, LLP
200 Russell Street
P.O. Box 6328
Hammond, IN 46325
Attorneys for Northern Indiana
Public Service Company



STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORDS
TRUSTEE'S DEED

2006-058035

2006 JUL -7 PM 3:09

THIS INSTRUMENT WITNESSETH, that Bank One Trust Company, N.A., as Successor Trustee to Northern Indiana Bank & Trust Co., under the provisions of a trust agreement, dated January 29, 1983, as Land Trust #7-1999 (the "Trust Agreement"), pursuant to the powers of the Trustee, hereby conveys to First Midwest Bank Successor Trustee to Trust #P-5456 dated 05/31/06, (the "Grantee"), for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the real estate located in Lake County, Indiana and legally described on Exhibit A and Exhibit B attached hereto and made a part hereof (the "Real Estate").

This conveyance is made subject to any and all easements, agreements, encumbrances, restrictions of record and unpaid taxes.

The execution and delivery of this Trustee's Deed by the Trustee and its acceptance by the Grantee completely fulfills and finally terminates the Trust Agreement insofar as it applies to the Real Estate.

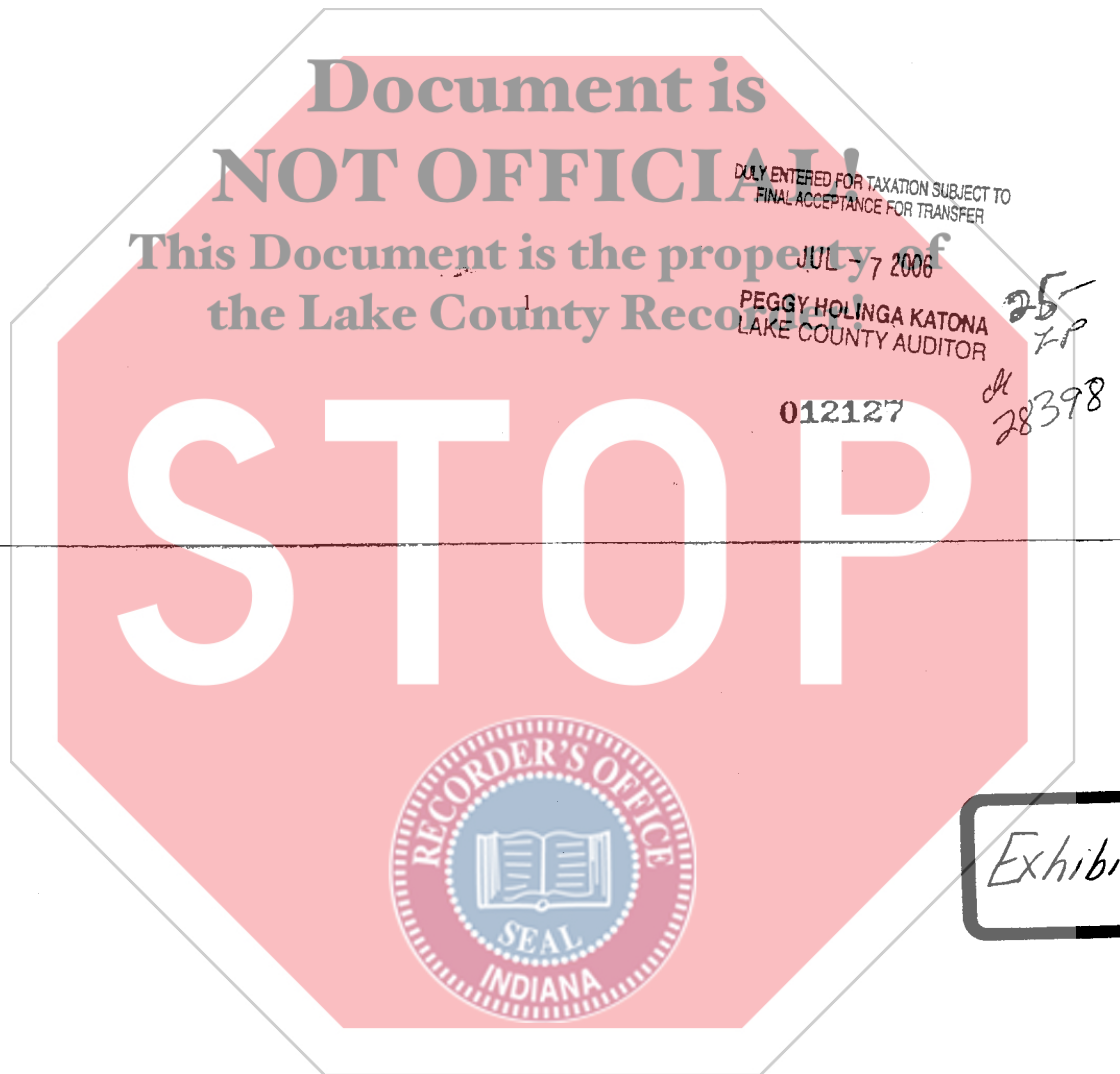
IN WITNESS WHEREOF, the Trustee has executed this Trustee's Deed this 29th day of JUNE, 2006.

GRANTOR:

BANK ONE TRUST COMPANY, N.A.

Fater
17530 *State Line*
60438

By: *[Signature]*
Victor A. Melchiorre, Jr., Vice President



STATE OF INDIANA)
) SS:
COUNTY OF MARION)

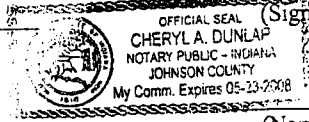
Before me, a Notary Public in and for said county and state, personally appeared Victor A. Melchiorre, Jr., Trustee under the Trust Agreement, who acknowledged the execution of the foregoing Trustee's Deed on behalf of the Trustee as his voluntary act and deed.

Witness my hand and Notarial Seal this 29 day of June, 2006.

My Commission Expires:

Cheylle Dunlap
(Signature - Notary Public)

County of Residence:



(Name - Printed or Typed)

Return Deed to:

Victor A. Melchiorre Jr.
Vice President
JPMorgan Chase Bank, N.A.
1 East Ohio Street
Mail Code IN1-0175, Suite 0175
Indianapolis, IN 46204

"I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW."
PREPARED BY: *[Signature]*

Send Tax Statements to:

This instrument was prepared by Nigel J. Riggins, Esq., Krieg DeVault LLP, 12800 North Meridian Street, Suite 300, Carmel, Indiana 46032, (317) 636-4341.



EXHIBIT "A" (05/31/06)

A parcel of land containing in the North 1/2 of Section 9, Township 36 North, Range 7, West of the Second Principal Meridian, in Lake County, Indiana, described as follows: Beginning at a point on the East right-of-way line of State Road 51 (Ripley Street) and the South right-of-way line of the Old Wabash Railroad as described in Deed Record 62, page 133 and Deed Record 58, page 329; thence Easterly along said South right-of-way line of the Old Wabash Railroad a distance of 270.0 feet, plus or minus; thence North 72 degrees 49 minutes 11 seconds East 233.75 feet; thence South 89 degrees 45 minutes 17 seconds East, 632.20 feet; thence South 64 degrees 42 minutes 57 seconds East, 165.39 feet, to the South right-of-way line of said Old Wabash Railroad; thence Easterly along said South right-of-way line of said Old Wabash Railroad, a distance of 2126.0 feet; thence Southeasterly, 595.0 feet, plus or minus, to the North right-of-way line of Interstate 80/90; thence Southeasterly along said North right-of-way line of Interstate 80/90, a distance of 50.0 feet, plus or minus, to the centerline of the Old Channel of the Little Calumet River; thence Northerly and Easterly on said centerline of the Little Calumet River, a meandering distance of 310.00, plus or minus, to the East line of a 16 foot wide gravel sign road; thence Northwesterly along said East line of said sign road, a distance of 670.0 feet, plus or minus, to the North right-of-way line of said Old Wabash Railroad, said point also being the North line of said Section 9; thence Westerly along said North right-of-way line of said Old Wabash Railroad, a distance of 1091.4 feet, plus or minus, to the North/South centerline of said Section 9; thence South along said centerline of said Section 9, a distance of 120.0 feet, plus or minus; thence Westerly on a line parallel to said North right-of-way line of the Old Wabash Railroad, a distance of 2257.4 feet, plus or minus, to the East right-of-way line of said State Road 51; thence South along said East right-of-way line of said State Road 51, a distance of 80.0 feet, plus or minus, to the point of beginning.



EXHIBIT "B" (05/31/06)

A part of the Northeast Quarter of Section 9, Township 36 North, Range 7, West of the Second Principal Meridian, Lake County, Indiana, described as follows: Commencing at the Northeast corner of said Section 9; thence South along the East line of said Section 9, 52.0 feet to the point of beginning; thence continuing South along said East line 606.2', more or less, to the centerline of the Old Channel of the Little Calumet River; thence Westerly and Southwesterly on said centerline of the Little Calumet River a meandering distance of 1140.0 feet, more or less, to the East line of a 16' wide gravel sign road; thence Northwesterly along the East line of said sign road 670.0 feet, more or less, to the North line of said Section 9 and the North right-of-way line of the Old Wabash Railroad; thence East along said North line of said Section 9, 1141.5 feet, more or less, to a point; thence Southeasterly on a curve to the left having a radius of 11359 feet, for a distance of 422.85 feet to the East line of said Section 9 and the point of beginning.

EXCEPTING therefrom the following described parcel: Commencing at the Northeast corner of said Section 9; thence South along the East line of said Section 9, 52.0 feet to the point of beginning; thence continuing South along the East line of said Section 9, 77.11 feet; thence West on a line parallel to and 129.11 feet South of the North line of said Section 9, 120.0 feet; thence North on a line parallel to and 120.0 feet West of the East line of said Section 9, 60.0 feet; thence East on a line parallel to and 69.11 feet South of the North line of said Section 9, 60.0 feet; thence North on a line parallel to and 60.0 feet West of the East line of said Section 9, 26.0 feet to the South right-of-way line of U.S. Route 20 (East Melton Road); thence Southeast along said South right-of-way line, 61.0 feet to the East line of said Section 9 and the point of beginning.



DISCLAIMER TO THE DISCLOSURE OF SALES INFORMATION FORM

Bank Calumet, as trustee, has executed this Real Estate Sales Disclosure document pursuant to the requirements of I. C. 6-1.1-5.5-9. Bank Calumet has executed this document at the direction of the trust beneficiary. Bank Calumet has not independently verified the information contained herein and makes no representation as to whether such information is true and correct.



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TRUSTEE'S DEED

2006-020025

THIS INDENTURE WITNESSETH, that Bank One Trust Company, N.A., as Successor Trustee to Northern Indiana Bank & Trust Co., under the provisions of a trust agreement, dated January 29, 1983, as Land Trust #7-1999 (the "Trust Agreement"), pursuant to the powers of the Trustee, hereby conveys to First Midwest Bank Successor Trustee to Trust #P-5456 dated 05/31/06, (the "Grantee"), for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the real estate located in Porter County, Indiana and legally described on Exhibit A attached hereto and made a part hereof (the "Real Estate"). *AND EXHIBIT "A" - BOOK 347, PAGE 04* *RAF*
In BS POA

This conveyance is made subject to any and all easements, agreements, encumbrances, restrictions of record and unpaid taxes.

The execution and delivery of this Trustee's Deed by the Trustee and its acceptance by the Grantee completely fulfills and finally terminates the Trust Agreement insofar as it applies to the Real Estate.

IN WITNESS WHEREOF, the Trustee has executed this Trustee's Deed this 29th day of JUNE, 2006.

GRANTOR:

BANK ONE TRUST COMPANY, N.A.

8h-48

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

2006-020025

STATE OF INDIANA
PORTER COUNTY
FILED FOR RECORD
07/07/2006 12:27PM
LINDA D. TRINKLER
RECORDER

By: *[Signature]*
Victor A. Melchiorre, Jr., Vice President

REC FEE: \$29.00
PAGES: 7

JUL - 7 2006

RECORDER'S OFFICE
SEAL
INDIANA

Exhibit B

Rawland Faber
17530 State Line
Danvers, MO 64438

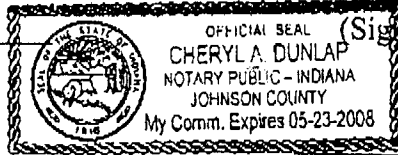
STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said county and state, personally appeared Victor A. Melchiorre, Jr., Trustee under the Trust Agreement, who acknowledged the execution of the foregoing Trustee's Deed on behalf of the Trustee as his voluntary act and deed.

Witness my hand and Notarial Seal this 29 day of June, 2006.

My Commission Expires:

County of Residence:



(Name - Printed or Typed)

Return Deed to:

Victor A. Melchiorre Jr.
Vice President
JPMorgan Chase Bank, N.A.
1 East Ohio Street
Mail Code IN1-0175, Suite 0175
Indianapolis, IN 46204

Send Tax Statements to:

TRUST # 5456
770 ROSSLAND A. PASIAN
17530 STATE LINE
LAWSBURG, IL 60438

This instrument was prepared by Nigel J. Riggins, Esq., Krieg DeVault LLP, 12800 North Meridian Street, Suite 300, Carmel, Indiana 46032, (317) 636-4341.

Exhibit A

LEGAL DESCRIPTION

A parcel in the Northwest Corner of Section 10, Township 36, Range 7 West of the Principal Meridian, in Porter County, Indiana laying South of the Rail Road West of Burns Ditch, Containing 1.40 acres, more or less. DR 347/04

Parcel No. 05-10-100-001.000-016

K12_IM-709524_1.DOC

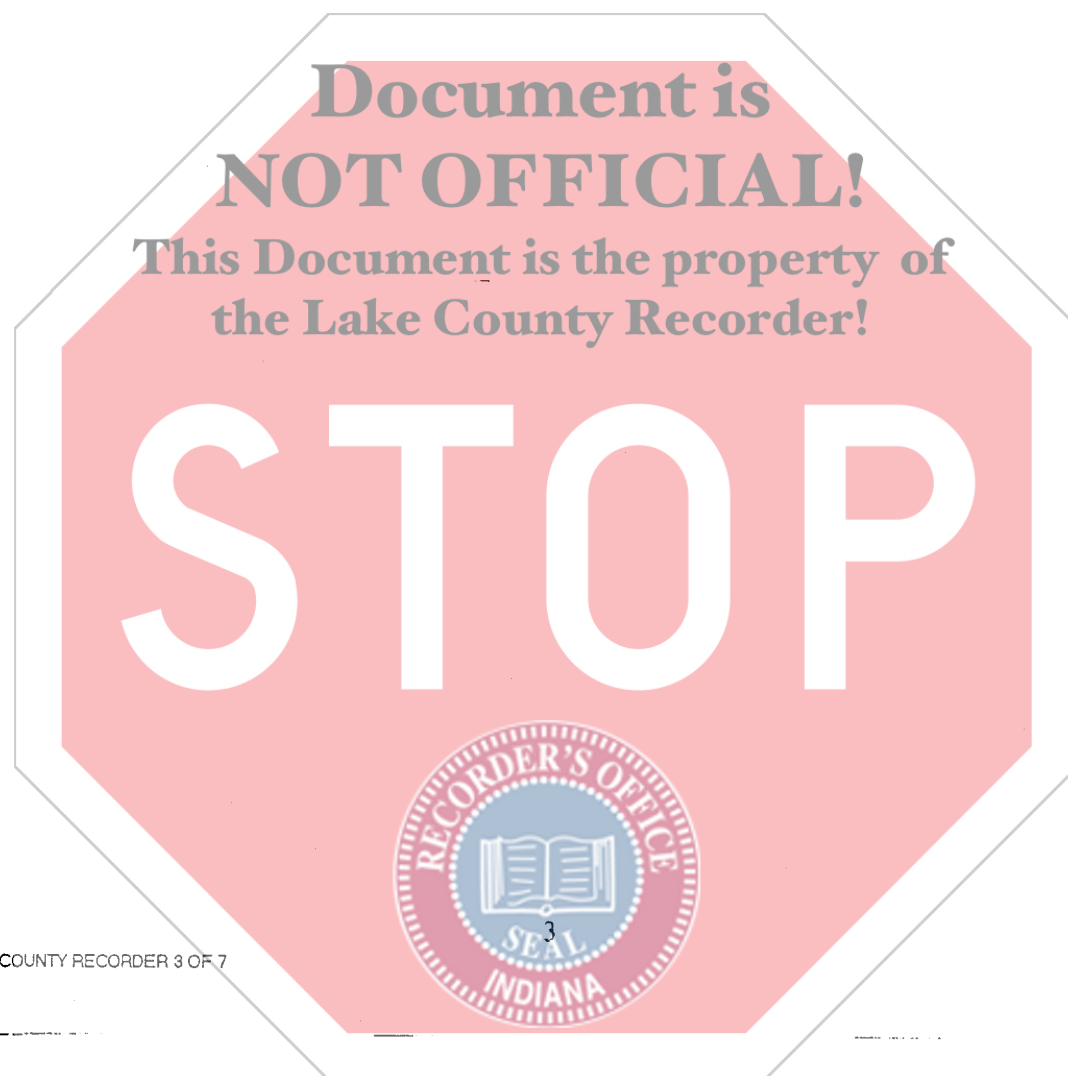
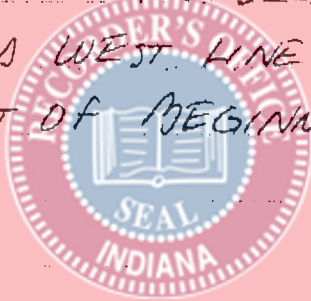


EXHIBIT " B "

STARTING AT A POINT 14.9' ± SOUTH OF THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 7; THENCE SOUTH 81°14'E, 415' ± ~~TO~~ TO THE WEST BANK OF BURNS DITCH; THENCE SOUTHWEST ALONG SAID WEST BANK OF BURNS DITCH, 365' ±; THENCE WEST ON A LINE PARALLEL TO THE NORTH LINE OF SAID SECTION 10, 210' ± TO THE WEST LINE OF SAID SECTION 10; THENCE NORTH ALONG SAID WEST LINE OF SECTION 10, 385.1' ± TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM: STARTING AT A POINT 60.1' ± SOUTH OF SAID NORTHWEST CORNER OF SECTION 10, SAID POINT ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF THE OLD WABASH RAILROAD AS DESCRIBED IN DEED RECORD BOOK 47, PAGE 241; THENCE SOUTH EAST ALONG SAID RIGHT-OF-WAY LINE, 370' ± TO THE WEST BANK OF BURNS DITCH; THENCE SOUTH WEST ALONG SAID WEST BANK OF BURNS DITCH 126' ± TO THE SOUTH RIGHT-OF-WAY OF SAID OLD WABASH RAILROAD; THENCE NORTHWEST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 340' ± TO WEST LINE OF SAID SECTION 10; THENCE NORTH ON SAID WEST LINE OF SECTION 10, 100' ± TO THE POINT OF BEGINNING.

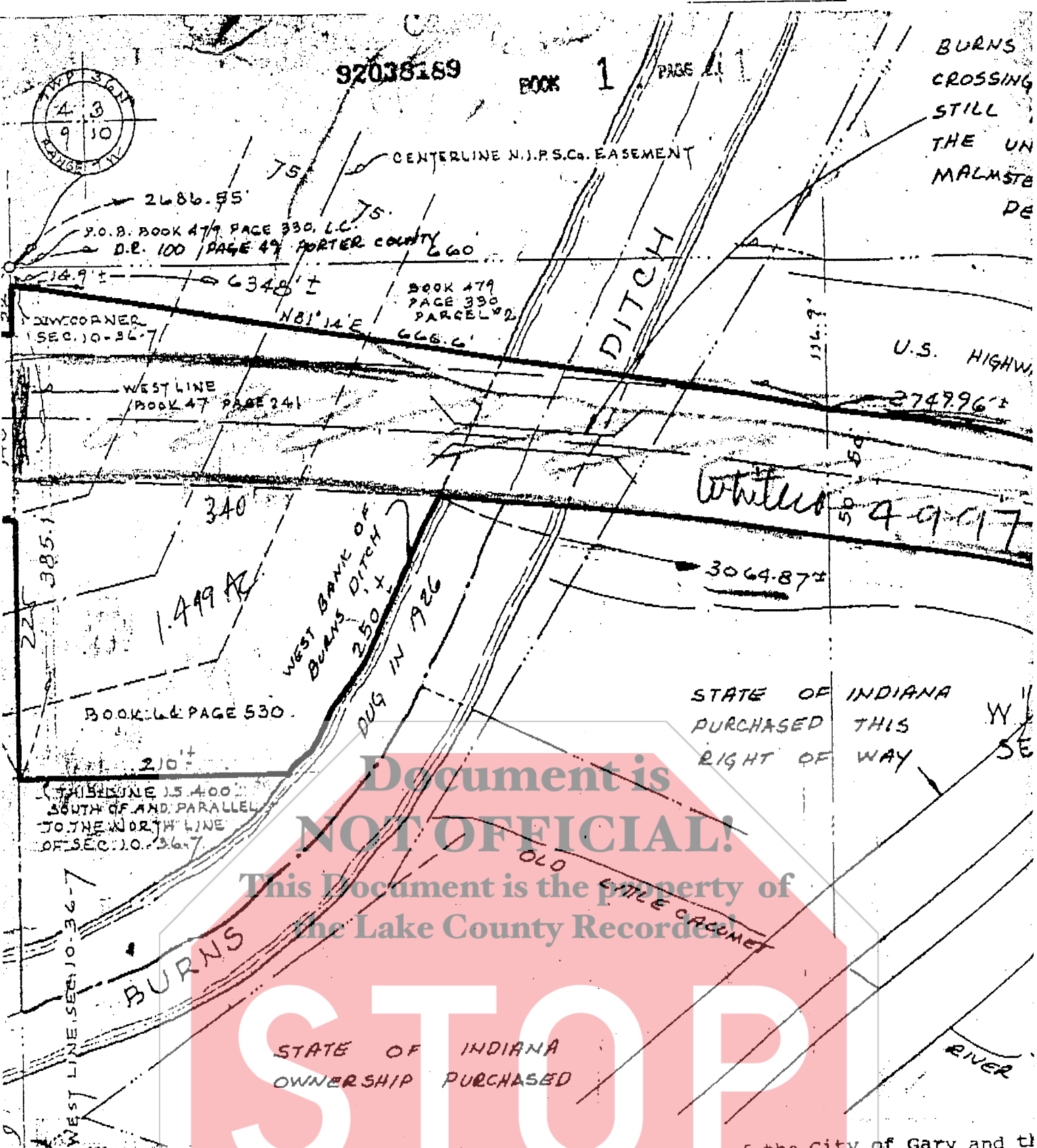




92038189

BOOK 1 PAGE 11

BURNS
CROSSING
STILL
THE UN
MALMSTE
DE



P.O.B. BOOK 479 PAGE 330, L.C.
D.R. 100 PAGE 49 PORTER COUNTY 660

QUAD CORNER
SEC. 10-36-7

BOOK 479
PAGE 330
PARCEL 92
666.6'

WEST LINE
BOOK 47 PAGE 241

U.S. HIGHWAY

2747.96±

Whites 49017

3064.87±

BOOK 66 PAGE 530

LINE 15.400
SOUTH OF AND PARALLEL
TO THE NORTH LINE
OF SEC. 10-36-7

STATE OF INDIANA
PURCHASED THIS
RIGHT OF WAY

Document is
NOT OFFICIAL!

This Document is the property of
the Lake County Recorder

STOP
STATE OF INDIANA
OWNERSHIP PURCHASED

ER COUNTY
feet more or less to a T-rail marking East occupancy of the City of Gary and th
East on the North line of two tracts of land referred to as part of Government
Range 7, West of the Second Principal Meridian, which North line is the North
Record 62, page 133, and Deed Record 58, page 329, for a distance of 2,657.41
of Government Lot 1; thence continuing East on the North line of said Secti
2,232.56 feet to the Westerly most point of a Quit Claim Deed for highway purp
Deed Record 58, page 343, said 2,232.56-foot point is 424.5 feet West of the
said Section 9, said 424.5-foot West point is from parcel numbered one in th
Railroad, made the 28th day of May, 1931 and recorded June 8, 1931 in Deed Book
Office; thence southeasterly on a curve to the left having a radius of 11,359
of curve; thence South 81 degrees 14 minutes East a distance of 6.2 feet to t
East line of said Section 9; thence North on the County Line between Lake at

DISCLAIMER TO THE DISCLOSURE OF SALES INFORMATION FORM

Bank Calumet, as trustee, has executed this Real Estate Sales Disclosure document pursuant to the requirements of I. C. 6-1.1-5.5-9. Bank Calumet has executed this document at the direction of the trust beneficiary. Bank Calumet has not independently verified the information contained herein and makes no representation as to whether such information is true and correct.



Declaration

I, the undersigned preparer of the attached document, in accordance with Ind. Code § 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, reacting all Social Security numbers;
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.


Nigel J. Riggins

KD_IM-684980_1.DOC



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

IN THE LAKE SUPERIOR COURT
ROOM FIVE
SITTING AT HAMMOND, INDIANA

NORTHERN INDIANA BANK & TRUST)
COMPANY, as Trustee Under a Trust)
Agreement dated January 29, 1983, and known)
as Trust No. 7-1999, and ROWLAND A.)
FABIAN, sole beneficiary of Trust No. 7-1999,)
)
Plaintiffs,)
)
v.)
)
NORTHERN INDIANA PUBLIC SERVICE)
COMPANY,)
)
Defendant.)

Filed in Open Court

NOV 19 2002

Anna M. Anton
CLERK LAKE SUPERIOR COURT

Cause No. 45D05-0108-CP-391

ORDER OF NOVEMBER 19, 2002

This matter came before the Court for hearing on September 24, 2002 on Motion for Partial Summary Judgment filed by the Defendant Northern Indiana Public Service Company ("NIPSCO"). The Plaintiffs were represented at the hearing by counsel Patrick Mysliwy of Maish & Mysliwy. The Plaintiff Roland Fabian also appeared in person. The Defendant NIPSCO was represented at the hearing by counsel Paul A. Rake and Robert J. Feldt of Eichhorn & Eichhorn. The motion was fully briefed and arguments were presented at the time of the hearing. At the conclusion of the hearing the matter was taken under advisement. The Court having reviewed the pleadings, designated materials and memorandum of counsel and being duly advised now finds and rules as follows:

I. SUMMARY OF THE PERTINENT PROCEEDINGS.

This is an action primarily to resolve the respective rights of the parties relative to a parcel of real property. (See NIPSCO's Exhibit No. 1, generally.) The Plaintiffs filed their Complaint in this matter on August 14, 2001. In their Complaint, the Plaintiffs seek, *inter alia*, to exclude NIPSCO from the real property in question, ("the 30 acre parcel"), or obtain additional compensation from NIPSCO for any alleged taking by inverse condemnation. (See NIPSCO's Exhibit No. 1, generally.)



Exhibit C
Birmingham No. 5137

NORTHERN INDIANA BANK & TRUST v. NIPSCO CAUSE NO. 45D05-0108-CP-391

The Plaintiffs allege that they acquired their title to the 30 acre property by quitclaim deed. (See NIPSCO's Exhibit No. 1, ¶¶ 1-3 and attached exhibits A-B5.) For the purposes of this motion, the Plaintiffs' chain of title is taken as true. The Plaintiffs' quitclaim deed provided in pertinent part:

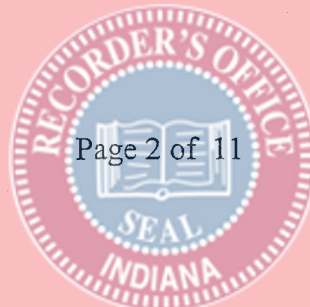
"TO HAVE AND TO HOLD said premises unto said Grantee, its successors and assigns forever, subject to leases, licenses, easements, restrictions and conditions whether of record or not and subject to Zoning ordinance and taxes and assessments, both general and specific, now levied or hereafter levied and becoming due."

(See NIPSCO's Exhibit No. 1, attached exhibits B4-B5.) Ind. Trial Rule 10(C).

NIPSCO filed its Motion For Partial Summary Judgment on November 13, 2001. In its motion, NIPSCO argued that the Plaintiffs had:

"no right to contest NIPSCO's interests in portions of the property at issue for placement of electrical transmission lines and towers and placement of underground gas lines was previously settled and established by the plaintiff's Decree of Quiet Title."

(See NIPSCO's motion, generally.) The basis for NIPSCO's motion was the doctrine of *res judicata*: the Plaintiffs filed two quiet title actions under cause numbers 587-554 and 587-553 in this Court, which resulted in two stipulated *in rem* quiet title judgments pursuant to I.C. 32-6-4-1, referred to respectively as "Decree of Quiet title (Parcel 8)" and "Decree of Quiet Title (Parcel 9)". (See NIPSCO's Exhibit No. 2 and the Plaintiffs' Exhibit Nos. 1-2, 5-10.) These stipulated *in rem* quiet title judgments specifically referenced the NIPSCO utility facilities in Lake County which are at issue here: 1) a 345 Kv tower line located towards the eastern end of the 30 acre parcel in a 150' wide right-of-way which the Plaintiffs refer to as "Crossing #1"; 2) an active 22" natural gas main and an inactive 12" natural gas main located towards the western end of the 30 acre parcel in another 150' wide right-of-way which the Plaintiffs refer to as "Crossing #3"; and 3) a 138 Kv double tower line located in the same 150' wide right-of-way as the 22" gas main. (See NIPSCO's Exhibit No. 1, generally and attached exhibits D & E thereto, NIPSCO's Exhibit Nos. 2 & 3 and the Plaintiffs' Exhibit Nos. 1-2, 5-10.)



Both of the 1987 *in rem* quiet title decrees recite Plaintiffs stipulation that:

“Northern Indiana Public Service Company claims *an interest in and to the above property or some parts thereof*, which said interest, if any is adverse to the plaintiff’s title; however, said interest asserted by said defendant is acknowledged and admitted by the plaintiff”.

(See the Plaintiffs’ Exhibit No. 1, pp. 2-4, ¶¶ 3-5 & pp. 7-9, ¶¶3-5; the Plaintiffs’ Exhibit Nos. 11 & 12; and the Plaintiffs’ Exhibit No. 2, pp. 2-4, ¶¶ 3-5 & pp. 7-9, ¶¶3-5; *emphasis added*.) These 1987 *in rem* quiet title decrees then describe “Two 150 foot wide Northern Indiana Public Service Company Right-of-Ways [sic] as indicated on Plat of Survey ... made by Rowland A. Fabian.” (See NIPSCO’s Exhibit No. 2 and the Plaintiffs’ Exhibit Nos. 1-2, 5-10.)

These two 150' wide right-of-ways are the same as depicted on "Crossing #1" and Crossing #3 in the attached exhibit E to the Plaintiffs’ Complaint, a survey drawing also prepared by the Plaintiffs, which contain the aforementioned NIPSCO power lines and gas mains. (See NIPSCO’s Exhibit No. 1, generally, and attached exhibit E, NIPSCO’s Exhibit Nos. 2-3 and the Plaintiffs’ Exhibit Nos. 1-2, 5-10. See also NIPSCO’s Exhibit No. 1, attached exhibit D.) There has been no dispute that NIPSCO’s facilities have remained continuously on these rights-of-way since their installation. (See NIPSCO’s Exhibit No. 1, generally, and attached exhibits D & E, NIPSCO’s Exhibit Nos. 2-3 and the Plaintiffs’ Exhibit Nos. 1-2, 5-10.)

The Plaintiffs filed their Response to NIPSCO’s Motion for Partial Summary Judgment on January 14, 2002. NIPSCO filed its Reply on January 29, 2002 and supplemented the legal arguments of its Reply on September 16, 2002 via the Reply which it filed in support of its Motion For A Temporary Restraining Order And For A Preliminary Injunction. The Plaintiffs also filed a “Supplemental T. R. 56(C) Designation Of Evidence on September 23, 2002 and NIPSCO moved to strike the same on September 24, 2002. The Court then heard extensive argument from both sides on September 24, 2002, and took its ruling under advisement at that time. The parties were then granted leave to supply the Court with proposed findings.

II. RES JUDICATA

The doctrine of *res judicata* bars a later suit when an earlier suit resulted in a final judgment on the merits, and that earlier suit was based upon proper jurisdiction, and involved the same parties

NORTHERN INDIANA BANK & TRUST v. NIPSCO CAUSE NO. 45D05-0108-CP-391

or privies as the later suit. Indiana Dept. of Environmental Management v. Conard, 614 N.E.2d 916, 923 (Ind. 1993); Fairfield Development, Inc. v. Georgetown Woods Senior Apartments Limited Partnership, 768 N.E.2d 463, 475-476 (Ind.Ct.App. 2002). *Res Judicata* serves the public policies of judicial economy, the preservation of certainty and respect for court judgments. *See, Conard*, 614N.E.2d at 923; Fairfield, 768 N.E.2d at 476. *Res judicata* also protects parties relying upon prior litigation from vexatious re-litigation. *See, Conard*, 614 N.E.2d at 923; Fairfield, 768 N.E.2d at 476.

Res judicata is particularly appropriate in actions for quiet title. *See, Kirby v. Second Bible Missionary Church*, 413 N.E.2d 330, 332-334 (Ind.Ct.App. 1980).

“The chief object of a suit to quiet title is to make it firm in the claimant, and to have his muniments of title declared valid and effective. Little good would be accomplished by a decree in such a case, if the defendants were at liberty to destroy the only source of title by overthrowing the will which created it. Our statutory action to quiet title is a combination and an extension of the equity proceedings known as bills of peace and suits to quiet title. It is a very broad and comprehensive action, as has been time and again adjudged, and it calls upon the defendants to contest with the complainant all the questions affecting the title asserted. *The purpose of a decree quieting title is to put an end to all questions concerning it, no matter what shape they may assume.* (Citations omitted).”

Kirby, 413 N.E.2d at 333, *citing*, Faught v. Faught, 98 Ind. 470 (1884); *emphasis added*. This concept of providing finality and certainty is codified in I.C. 32-6-4-1, which states that:

“... and all such decrees, orders, judgments and proceedings had with respect to the title of such lands shall be binding and conclusive upon all persons whomsoever, and such proceedings shall be taken as a proceeding *in rem* as against such land.”

Significantly the Plaintiffs make no contention that this Court lacked jurisdiction in the 1987 quiet title actions, or that different parties or issues were involved. (See the Plaintiffs’ Response, generally.) Instead Plaintiffs opposed application of *res judicata* because they believe the stipulated 1987 *in rem* quiet title judgments lack finality in that the Plaintiffs subsequently dismissed the remaining aspects of each case. (See the Plaintiffs’ Response, pp. 2-3.) The law does not support this conclusion.

First, the Plaintiffs’ argument that their *post hoc* voluntary dismissal of the unaffected parties

nullified the entry of the two stipulated 1987 quiet title judgments ignores the *in rem* nature of each of the quiet title decrees. Per I.C. 32-6-4-1, the agreed quiet title decrees attached to the land itself without regard to any further court proceedings as to other parties. They are judgment book entries which remain of record and which identify "Two 150 foot wide . . . Rights of Way." (See NIPSCO's Exhibit No. 2.) Thus, the Court made a final determination of the rights of NIPSCO in Lake County as a judgment entry which is a Quiet Title Decree. The Plaintiffs' subsequent dismissal under T.R. 41(A) had no affect on this judgment entry. The Plaintiff's claim about T.R. 41 at most applies to "rulings and orders", not judgments, not quiet title decrees. Fair Share, 176 N.E.2d at 211.

Second, the cases cited by the Plaintiffs, contrary to their assertion, support the conclusion that a stipulated 1987 quiet title decree should be *res judicata* between NIPSCO and the Plaintiffs. In Fair Share Organization v. Kroger Company, 176 N.E.2d 205 (Ind.Ct.App. 1961), which involved a preliminary injunction to enjoin future picketing, the court stated that:

"The general rule is that in the absence of statute, and where the answer seeks no affirmative relief, a dismissal, discontinuance, or nonsuit leaves the situation as if the suit had never been filed and carries down with it previous rulings and orders in the case."

Fair Share, 176 N.E.2d at 211; (emphasis added). However the Fair Share court noted that, when there is a statute, the converse is true. Here I.C. 32-6-4-1 specifically preserves any quiet title decree as an *in rem* judgment which attaches to and runs with the land. Moreover, NIPSCO clearly sought affirmative relief which was acknowledged and entered. (See, NIPSCO's Exhibit No. 1, attached exhibit E, NIPSCO's Exhibit No. 2, ¶ 3, p. 547 of the Book of Judgments, Cause No. 587-554 and ¶ 3, p. 555 of the Book of Judgments, Cause No. 587-553, NIPSCO's Exhibit No. 3, the Plaintiffs' Exhibit No. 1, p. 3, ¶ 3, the Plaintiffs' Exhibit No. 2, p. 3, ¶ 3, the Plaintiffs' Exhibit No. 5, ¶¶ 12-14, 17, the Plaintiffs' Exhibit No. 6, ¶¶ 12-14, the Plaintiffs' Exhibit No. 9, ¶¶ 12-14, 17, respectively. See, also, fn. no. 2 of this order and the additional language added to the judgments the Court's February 3, 1988 orders which are attached as Plaintiffs' Exhibit Nos. 11 & 12 to the Plaintiffs' September 23, 2002 filing.)

Third, in each decree, the Court noted that evidence was presented and concluded based upon the parties' agreement. The Court noted "[p]laintiff . . . shows the Court that the plaintiff and the

following defendants have agreed and stipulate as to said defendants' right, claim and interest as follows. These rights and interests of several Defendants, including NIPSCO, were identified by the Court which were "acknowledged and admitted by the Plaintiff and will in no way be contested." (See NIPSCO's Exhibit No. 2.) Under the circumstances, this Court will not undo a settlement entered into between the parties 15 years ago in 1987, which was reduced to two *in rem* quiet title decrees entered in the judgment docket.

The Plaintiffs argue secondarily that the right-of-way encompassing the 345 Kv line was not part of the two 1987 quiet title actions. However the Plaintiffs in their 1987 Complaint describe the existence of two separate 150' wide rights-of-way and their document that NIPSCO's rights as to these two 150' wide strips are not disputed. (See NIPSCO's Exhibit No. 1, attached exhibit E, NIPSCO's Exhibit No. 2, ¶ 3, p. 547 of the Book of Judgments, Cause No. 587-554 and ¶ 3, p. 555 of the Book of Judgments, Cause No. 587-553, NIPSCO's Exhibit No. 3, the Plaintiffs' Exhibit No. 1, p. 3, ¶ 3, the Plaintiffs' Exhibit No. 2, p. 3, ¶ 3, the Plaintiffs' Exhibit No. 5, ¶¶ 12-14, 17, the Plaintiffs' Exhibit No. 6, ¶¶ 12-14, the Plaintiffs' Exhibit No. 9, ¶¶ 12-14, 17.) These two 150' wide right-of-ways are then shown on the drawing by Mr. Fabian which is attached to the Plaintiffs' Complaint. (See NIPSCO's Exhibit No. 1, attached Exhibit E.) Although these quiet title decrees do not include property in Porter County, they do identify the portion of this eastern-most right-of-way in Lake County.

Thus NIPSCO is entitled to such finality and certainty in the two 1987 quiet title actions. They are *in rem* judgments which cannot be erased by T.R. 41. Likewise, NIPSCO sought affirmative relief in its responsive pleading in those cases to preserve its two 150' right-of-ways, its existing 345 Kv and 138 Kv lines and its existing gas mains, (see the Plaintiffs' Exhibit Nos. 5 & 6.) NIPSCO received that relief by stipulation from the Plaintiffs which resulted in two *in rem* quiet title decrees affecting its rights in Lake County. (See NIPSCO's Exhibit No. 1, attached exhibits D & E, NIPSCO's Exhibit Nos. 2-3 and the Plaintiffs' Exhibit Nos. 1-2, 5-10.)

III. THE APPLICATION OF RES JUDICATA

Having determined that the stipulated 1987 quiet title judgments are *res judicata* in this matter as to the Lake County property, the Court must apply them as to the utility facilities at issue

NORTHERN INDIANA BANK & TRUST v. NIPSCO CAUSE NO. 45D05-0108-CP-391

here. While the Plaintiff claims the grants are revocable licenses, their nature is determined by reference to the applicable law. Ordinarily a license differs from an easement because it is revocable. Selvia v. Reitmeyer, 156 Ind.App. 203, 295 N.E.2d 869, 872-873 (1973). A license which cannot be revoked is an easement, however. *Id.*; (“A right, given in perpetuity, to do an act on the land of another is an easement, but the same must be in writing.”). *See, also, Industrial Disposal Corp. of America v. City of East Chicago, Dept. of Water Works*, 407 N.E.2d 1203, 1205-1206 (Ind.Ct.App. 1980).

“Where a license has been executed by an expenditure of money, or has been given upon consideration paid, it is either irrevocable altogether, or cannot be revoked without remuneration, the reason being that to permit a revocation without placing the other party in status quo would be fraudulent and unconscionable. . . . Where a license has done acts in pursuance of the license which creates an equity in his favor, it cannot be revoked.”

Selvia v. Reitmeyer, 156 Ind.App. 203, 295 N.E.2d 869, 872-873 (1973).

“If the relationship began with a revocable permission but subsequent events have eliminated that revocability, the existing irrevocable relationship should be called an easement.”

Closson Lumber Co., Inc. v. Wiseman, 507 N.E.2d 974, 977 (Ind. 1987).

The stipulated *in rem* quiet title judgments do not state that the Plaintiffs retained a right of revocation. In fact, the Plaintiffs attempt to revoke NIPSCO’s rights regarding the 138 KV double tower line at “Crossing 3” through the gas main agreement, (see the Plaintiffs’ October 7, 2002 proposed order, pp. 24, 25), even though the gas main agreement makes no reference to the electric lines. They have not designated any evidence to show that there was any written contract for the 138 Kv double tower line, and their attorney admitted at the September 24, 2002 hearing that there is no such written contract.

The Plaintiffs contend that NIPSCO’s rights consist of nothing more than revocable licenses because the 1987 judgments conferred only a personal privilege to do some act on land, without creating an estate in the land. (See the Plaintiffs’ improper proposed order, p. 19.) This is in direct contradiction to the language to which they stipulated in each of the 1987 stipulated *in rem* quiet title judgments, which state that:

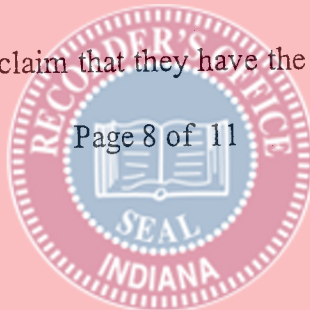
NORTHERN INDIANA BANK & TRUST v. NIPSCO CAUSE NO. 45D05-0108-CP-391

“Northern Indiana Public Service Company claims *in interest in and to the above property or some parts thereof*, which said interest, if any is adverse to the plaintiff’s title; however, said interest asserted by said defendant is acknowledged and admitted by the plaintiff”.

(See the Plaintiffs’ Exhibit No. 1, pp. 2-4, ¶¶ 3-5 & pp. 7-9, ¶¶3-5; the Plaintiffs’ Exhibit Nos. 11 & 12; and the Plaintiffs’ Exhibit No. 2, pp. 2-4, ¶¶ 3-5 & pp. 7-9, ¶¶3-5; *emphasis added*.) Thus, whatever labels the parties may have used, what was claimed by NIPSCO and agreed to by the Plaintiffs in the 1987 cases in order to obtain NIPSCO’s stipulation to quiet the Plaintiffs’ title was not mere use of the land by NIPSCO, but rather, an interest in the land itself which was now owned by NIPSCO and which encumbered the Plaintiffs’ fee interest. Fifteen years ago the Plaintiffs agreed to awarding NIPSCO an actual interest in the property which was adverse to theirs with regard to NIPSCO’s gas mains, 138 Kv double tower line and 345Kv tower line in order to avoid opposition to their efforts to improve the quality of their quit claim deed to warranted fee simple.

NIPSCO also has taken acts in furtherance of their respective rights which remove any alleged revocability; NIPSCO installed the two gas mains, and it has installed 138 Kv and 345 Kv circuits well before the Plaintiffs obtained their quit-claim deed. *See, Indianapolis & Cincinnati Traction Company v. Arlington Telephone Co.*, 47 Ind.App. 657, 663-665 (1911). *Accord, Messick v. The Midland Railway Co.*, 128 Ind. 81, 82-83 (1890). It has maintained its lines and it has submitted to federal jurisdiction over its gas mains. In fact, the intervention of federal law regulating NIPSCO’s gas mains itself resulted in that purported license ripening into an easement, prior to when the Plaintiffs took their interest. Clearly these quitclaim deeds which recognize these pre-existing NIPSCO uses also recognize whatever federal law was applicable to them. The Plaintiffs themselves sought to elevate his quit claim status in the property through two quiet title proceedings. (See Sections I. & II. of this Order.) Through these proceedings the Plaintiffs obtained a higher status by quieting title as to any other claimant, except as to NIPSCO and certain other Defendants. As to NIPSCO, which claimed adversely as to its existing facilities, the Plaintiffs forever eschewed any right to object promising instead that NIPSCO’s interest "is acknowledged . . . and will in no way, be contested by this proceeding."

This nullifies the Plaintiffs’ claim that they have the ability to revoke their predecessor’s



grants to NIPSCO or otherwise burden NIPSCO's operation of its natural gas mains. NIPSCO's interest in the 150' wide right-of-way which the Plaintiffs call Crossing #3 ripened into an easement as a matter of federal law as to the pipeline and by NIPSCO's conduct before the Plaintiffs obtained their quitclaim deed. As a result, the Plaintiffs have no ability to revoke or burden NIPSCO's interest, nor are they entitled to any additional compensation for the same.

As to the 138 Kv double tower line over that 150' wide right-of-way, this was included in the stipulated 1987 *in rem* quiet title judgments. (See Sections I. & II of this Order.) Just as the Court has determined that NIPSCO has an 150' wide easement in what the Plaintiffs call Crossing #3 for the purposes of the natural gas mains, NIPSCO also has the same easement for its electric facilities. (See Sections I. & II. of this Order.) NIPSCO clearly has taken acts in furtherance of the license by the installation of the 138 Kv double tower line, and the record does not disclose that the Plaintiff has agreed to pay for returning NIPSCO to the *status quo ante*, i.e. to pay for the lines to be relocated. The Plaintiffs' allegations that they are entitled to compensation is to the contrary. (See NIPSCO's Exhibit No. 1, generally.)

Moreover, unlike the gas mains, by the admission of the Plaintiff at the September 24, 2002 hearing, there is no originally revocable license agreement for the 138 Kv double tower line. Neither the 1987 judgments nor the 1988 amendments to the same reference any right retained in the Plaintiffs to revoke NIPSCO's interest relative to the 138 Kv double tower line. (See Sections I. & II. of this Order.) A non-revocable license is an easement for which the Plaintiffs are not entitled to any additional compensation.

The second 150' wide right-of-way, which the Plaintiff calls Crossing #1, contains the 345 Kv tower line as included in the stipulated 1987 *in rem* quiet title judgments. (See Sections I. & II. of this Order.) As with the gas mains and 138 Kv double tower line in what the Plaintiffs call Crossing #3, NIPSCO clearly has taken acts in furtherance of the license by the installation of the 345 Kv tower line and the record does not disclose that the Plaintiffs have performed the conditions necessary in the original grant nor agreed to pay for returning NIPSCO to the *status quo ante*. The Plaintiffs' allegations that they are entitled to compensation is to the contrary. (See NIPSCO's Exhibit No. 1, generally.)

Again, the 1987 judgments do not reference any rights retained in the Plaintiffs to revoke NIPSCO's interest relative to either of the two 150' wide rights-of-way. (See Sections I. & II. of this Order.) Because there is no provision in the stipulated judgments which allows the Plaintiffs to revoke NIPSCO's easement at Crossing #1, and because the prior grants are merged into the quiet title decrees, NIPSCO's interests cannot be extinguished in Lake County as Plaintiffs claim. For this same reason, the Plaintiffs are not entitled to additional compensation relative to NIPSCO's 345 Kv circuit.

IV. CONCLUSION

The stipulated 1987 *in rem* quiet title judgments, with the additional language added by amendment in 1988, in Lake Superior Court Cause Nos. 587-553 and 587-554, are *res judicata* as to the parties' dispute in this case regarding NIPSCO's property rights within that portion of the 30 acre parcel at what the Plaintiffs call Crossing #1 and Crossing #3, in Lake County, Indiana. As a result of those judgments and other circumstances described in this Order, NIPSCO has a 150' wide easement for the natural gas and electric facilities located at Crossing # 3. The Plaintiffs have no right to revoke or burden the same and are not entitled to additional compensation for this easement. Likewise, as a result of those judgments and other circumstances described in this Order, NIPSCO has a 150' wide easement for the electric facilities located at Crossing # 1. The Plaintiffs have no right to revoke or burden the same and are not entitled to additional compensation for said easement.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Motion for Partial Summary Judgment filed by the Defendant, Northern Indiana Public Service Company, is **GRANTED**. NIPSCO has a 150' wide easement for the natural gas and electric facilities located at Crossing # 3 as depicted in Exhibit E attached to the Plaintiffs' Complaint and Plaintiffs' Exhibit Nos. 7-8. The Plaintiffs have no right to revoke or burden the same and are not entitled to additional compensation for said easement. Likewise, NIPSCO has a 150' wide easement for the electric facilities located at Crossing # 1 as depicted in Exhibits D & E attached to the Plaintiffs' Complaint



to the extent it is in Lake County, Indiana. The Plaintiffs have no right to revoke or burden the same and are not entitled to additional compensation for said easement.

SO ORDERED this 19th day of November, 2002.



ROBERT A. PETE, JUDGE

COURT TO NOTIFY

Distribution:

Patrick Mysliwy, *MAISH & MYSLIWY*, 5248 Hohman Avenue, Suite 200, Hammond, IN 46320

Paul A. Rake, Robert J. Feldt, Louis W. Voelker, *EICHHORN & EICHHORN*, 200 Russell Street, Hammond, IN 46320



NOTICE OF CONVEYANCE OF EASEMENT

First Midwest Bank, ("Midwest Bank"), Successor Trustee to Trust #P-5456, ("the Fabian Trust"), Mr. Rowland A. Fabian, ("Mr. Fabian"), and Northern Indiana Public Service Company, ("NIPSCO"), acknowledge and give notice of the fact that Midwest Bank, the Fabian Trust and Mr. Fabian have conveyed to NIPSCO an easement located in Porter County pursuant to the Settlement Agreement And Release which is attached to this Notice as Exhibit A, which includes the portion of real property located within the confines of Porter County which is contained in the following legal description:

PART OF GOVERNMENT LOT 1, BEING PART OF THE NORTHEAST QUARTER (NE¼) OF SECTION 9, TOWNSHIP 36 NORTH; RANGE 7 WEST, IN THE COUNTY OF LAKE AND PART OF THE NORTHWEST QUARTER (NW¼) OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 7 WEST 7 WEST OF THE SECOND PRINCIPAL MERIDIAN IN THE COUNTY OF PORTER, STATE OF INDIANA, DESCRIBED AS FOLLOWS:

ASSUME THE NORTH LINE OF SAID SECTION 9 TO HAVE A BEARING OF SOUTH 89 DEGREES 45 MINUTES 26 SECONDS EAST: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, BEING THE NORTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH 00 DEGREES 28 MINUTES 08 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 9 A DISTANCE OF 189.53 FEET TO A POINT WHICH IS 75 FEET NORTHERLY (MEASURED AT RIGHT ANGLES) OF THE CENTERLINE OF A TOWER LINE, SAID POINT BEING THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 78 DEGREES 14 MINUTES 16 SECONDS EAST PARALLEL WITH THE CENTERLINE OF SAID TOWER LINE A DISTANCE OF 56.48 FEET TO A POINT; THENCE NORTH 27 DEGREES 56 MINUTES 11 SECONDS EAST PARALLEL WITH AND 75 FEET NORTHWESTERLY (MEASURED AT RIGHT ANGLES) FROM THE CENTERLINE OF SAID TOWER LINE A DISTANCE OF 7.26 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LAND DEEDED TO THE WABASH RAILROAD COMPANY IN DR 47, PG 241, SAID POINT BEING 50 FEET SOUTHERLY (MEASURED AT RIGHT ANGLES) FROM THE CENTERLINE OF THE RIGHT-OF-WAY AS FORMERLY OCCUPIED BY A SINGLE TRACK; THENCE EASTWARDLY ALONG A CURVE TO THE RIGHT (R= 7074.55 FEET) A DISTANCE OF 166.83 FEET (CHORD: SOUTH 88 DEGREES 01 MINUTES 27 SECONDS EAST, 166.83 FEET) TO A POINT WHICH IS 75 FEET SOUTHEASTERLY OF THE CENTERLINE OF SAID TOWER LINE; THENCE SOUTH 27 DEGREES 56 MINUTES 11 SECONDS WEST PARALLEL WITH AND 75 FEET SOUTHEASTERLY (MEASURED AT RIGHT ANGLES) FROM CENTERLINE OF SAID TOWER LINE A DISTANCE OF 150.72 FEET TO A POINT; THENCE SOUTH 78 DEGREES 14 MINUTES 16 SECONDS WEST PARALLEL WITH AND 75 FEET SOUTHERLY OF THE CENTERLINE OF SAID TOWER LINE A DISTANCE OF 574.31 FEET TO A



Exhibit D
Blumberg No. 5137

POINT ON A NORTHERLY LINE OF LAND CONVEYED TO STATE OF INDIANA IN DR 1190, PG 547; THENCE NORTHWESTERLY, SOUTHWESTERLY AND SOUTHWARDLY ALONG NORTHERLY LINES OF SAID STATE LAND, ALONG THE FOLLOWING 3 COURSES: NORTH 30 DEGREES 57 MINUTES 28 SECONDS WEST, 42.44 FEET; SOUTH 78 DEGREES 35 MINUTES 32 SECONDS WEST, 66.42 FEET; SOUTH 13 DEGREES 33 MINUTES 12 SECONDS WEST, 44.81 FEET TO A POINT WHICH IS 75 FEET SOUTHERLY OF THE CENTERLINE OF SAID TOWER LINE; THENCE SOUTH 78 DEGREES 14 MINUTES 16 SECONDS WEST PARALLEL WITH AND 75 FEET SOUTHERLY OF THE CENTERLINE OF SAID TOWER LINE A DISTANCE OF 976.83 FEET TO A POINT ON THE WESTERLY LINE OF LAND CONVEYED TO WABASH RAILROAD COMPANY IN DR 37; PG 91 AND THE EASTERLY LINE OF LAND CONVEYED TO STATE OF INDIANA IN DR 1190, PG 553; THENCE NORTH 11 DEGREES 00 MINUTES 46 SECONDS WEST ALONG THE WESTERLY LINE OF SAID RAILROAD COMPANY AND THE EASTERLY LINE OF SAID STATE LAND A DISTANCE OF 150.01 FEET TO A POINT, WHICH IS 75 FEET NORTHERLY OF THE CENTERLINE OF SAID TOWER LINE AND 506 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER (NE¼) OF SAID SECTION 9; THENCE NORTH 78 DEGREES 14 MINUTES 16 SECONDS EAST PARALLEL WITH AND 75 FEET NORTHERLY OF THE CENTERLINE OF SAID TOWER LINE A DISTANCE OF 1521.43 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION.

CONTAINING 5.756 ACRES OF LAND (5.115 ACRES IN LAKE COUNTY, 0.641 OF AN ACRE IN PORTER CO.).



C.) INCONSISTENCIES IN LINES OF OCCUPATION, AND
 D.) RELATIVE POSITIONAL ACCURACY DUE TO RANDOM ERRORS IN MEASUREMENT OF CORNERS ON THE SUBJECT TRACT ESTABLISHED THIS SURVEY IS WITHIN THE SPECIFICATIONS FOR A RURAL SURVEY (0.5 FEET) AS DEFINED IN IAC 865.

THIS IS A RETRACEMENT SURVEY OF OWNERS PROPERTY IN ORDER TO CREATE THREE PARCEL DESCRIPTIONS FOR EXISTING RIGHT-OF-WAYS.

A CONCRETE MONUMENT WAS FOUND AT THE NORTHEAST CORNER OF SECTION 9, A RAILROAD RAIL MONUMENT WAS FOUND AT THE NORTH QUARTER POST OF SECTION 9 AND AN IRON STAKE AT THE NORTHWEST CORNER OF SECTION 9. THESE AND OTHER CORNERS ARE SHOWN ON A PREVIOUS SURVEY BY BRADY LAND SURVEYING DATED JULY 1967 UNDER JOB NUMBER 154-67 AND AUGUST 1973 UNDER JOB NUMBER 181-73. MOST OF THE FOUND IRON STAKES DURING THE COURSE OF THIS SURVEY WERE RELOCATED FROM THE ORDER SURVEY.

ADDITIONAL REBARS WERE FOUND FROM OTHER SURVEYS IN THIS AREA AS NOTED HEREON.

THE CENTERLINES OF PARCELS 1, 2 & 3 DESCRIPTIONS ARE DEFINED BY THE CENTERLINE OF THE EXISTING STEEL TOWERS. PARCEL 1 WAS DEFINED FROM THE DOUBLE SET OF ELECTRIC TOWERS WHICH ARE LOCATED ACCORDING TO THE DIMENSIONS SHOWN. PARCELS 2 & 3 WERE LOCATED FROM THE CENTERLINE OF A SINGLE STEEL TOWER LINE AS SHOWN HEREON.

OWNERS LAND IS FROM THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 51 TO THE EAST LINE OF A "GRAVEL SIGN ROAD" AND EASTWARDLY FROM THE EAST LINE OF THAT "ROAD" TO THE WEST LINE OF SECTION 10 IN PORTER COUNTY. THEN, CONTINUING EASTWARDLY INTO PORTER COUNTY, INCLUDING LANDS NORTHWESTERLY OF BURNS DITCH LYING SOUTH OF U.S. HIGHWAY 20 AND SPLIT BY THE OLD WABASH RAILROAD RIGHT-OF-WAY AS SHOWN.

IRON STAKES WERE SET ON UNMONUMENTED CORNERS OF THE 3 PARCELS AND A REBAR WAS FOUND AT ONE OF THESE CORNERS. ADDITIONAL IRON STAKES WERE SET ALONG THE CENTERLINE OF THE OLD CHANNEL OF LITTLE CALUMET RIVER AND ALONG THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 51 AND OTHER POINTS AS SHOWN.

AS A RESULT OF THE ABOVE OBSERVATIONS, IT IS MY OPINION THAT THE UNCERTAINTIES IN THE LOCATIONS OF THE LINES AND CORNERS ESTABLISHED ON THIS SURVEY ARE AS FOLLOWS:

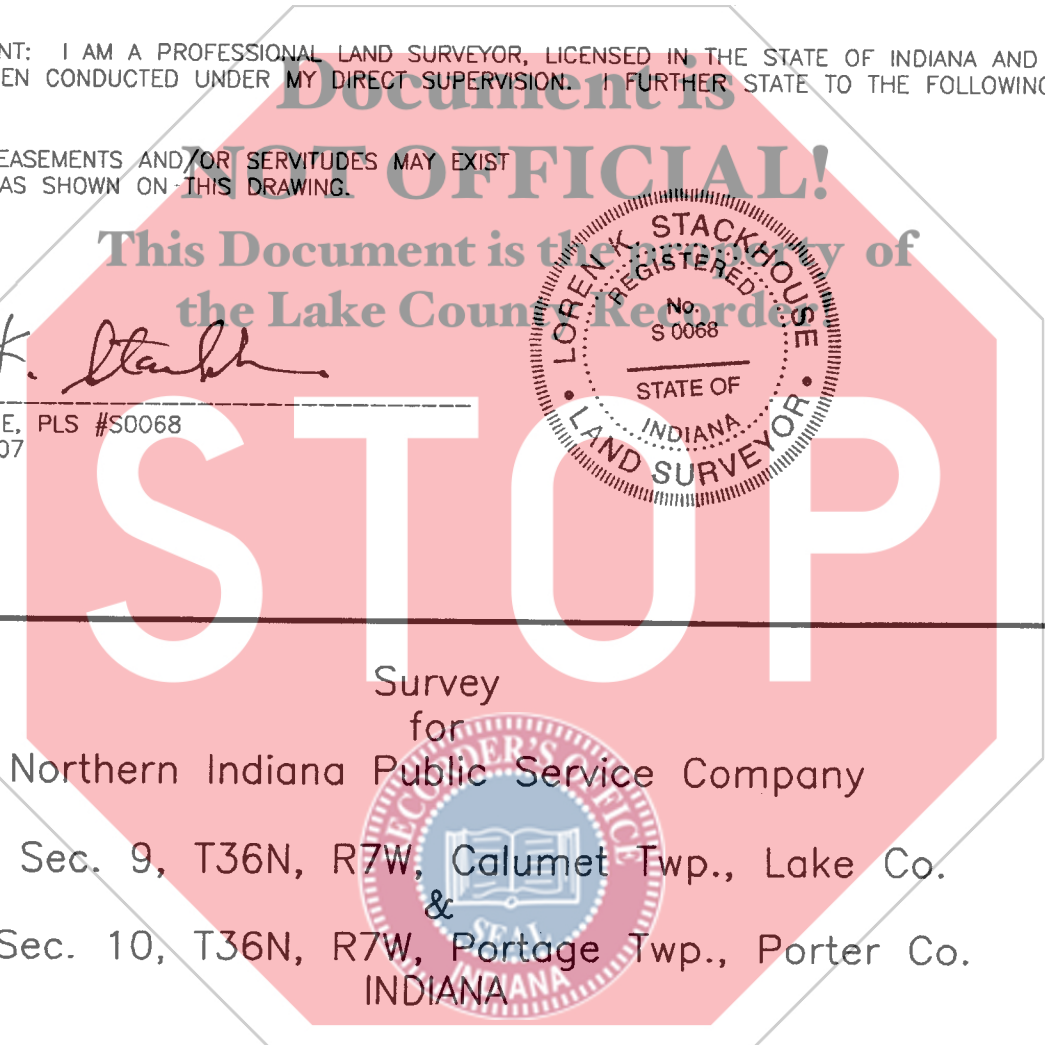
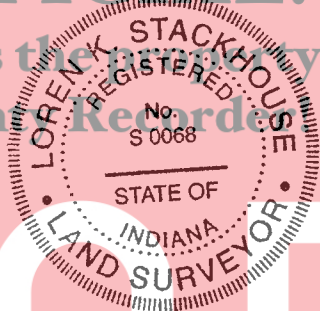
- DUE TO VARIANCES IN REFERENCE MONUMENTS: 0.5 FEET
- DUE TO DISCREPANCIES IN THE RECORD DESCRIPTION: NONE
- DUE TO INCONSISTENCIES IN LINES OF OCCUPATION: AS SHOWN

SURVEYOR'S STATEMENT: I AM A PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF INDIANA AND THIS SURVEY HAS BEEN CONDUCTED UNDER MY DIRECT SUPERVISION. I FURTHER STATE TO THE FOLLOWING:

- 1.) ADDITIONAL EASEMENTS AND/OR SERVITUDES MAY EXIST OTHER THAN AS SHOWN ON THIS DRAWING.

Loren K. Stackhouse

LOREN K. STACKHOUSE, PLS #S0068
 REVISED: MAY 14, 2007



'07
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 ENT INFO

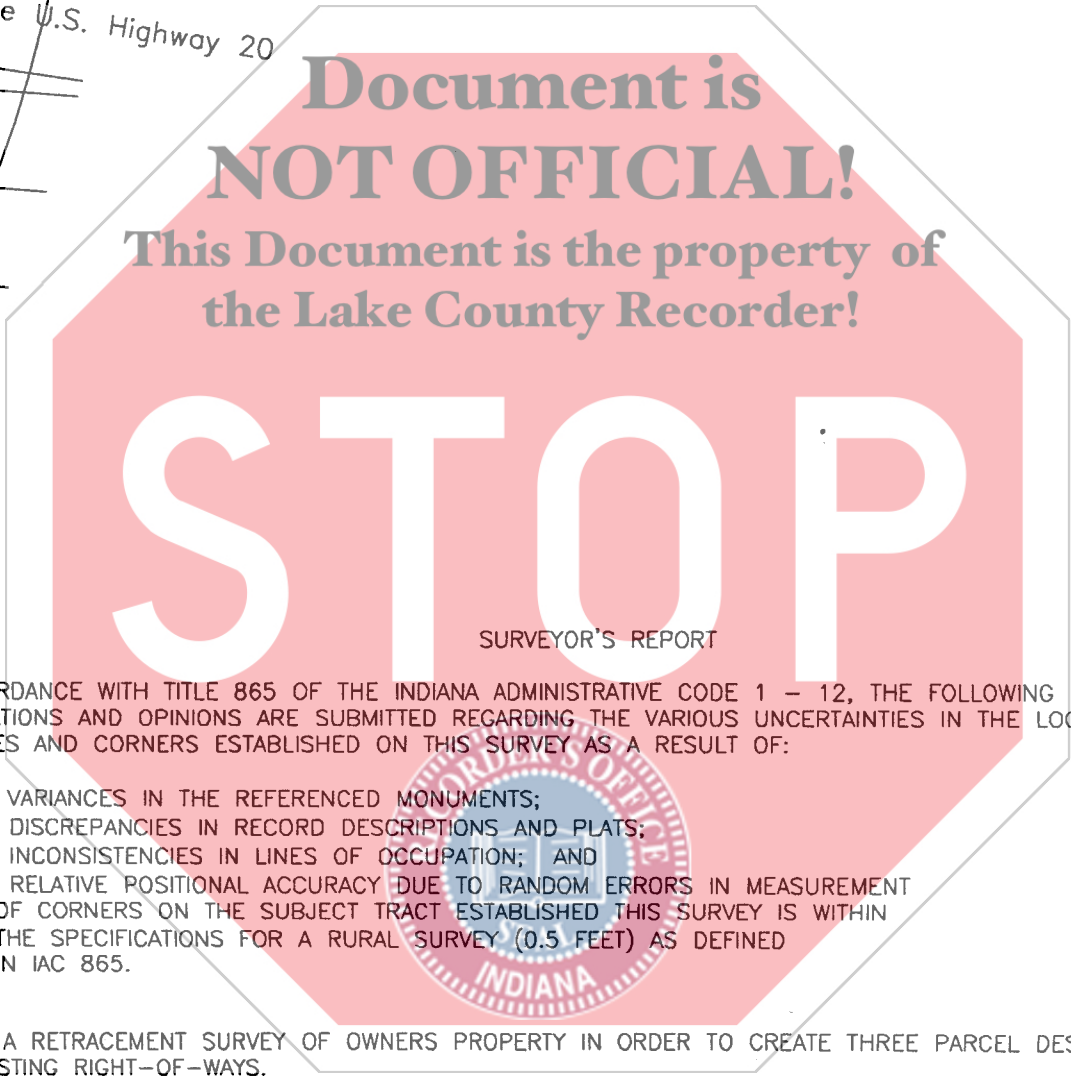
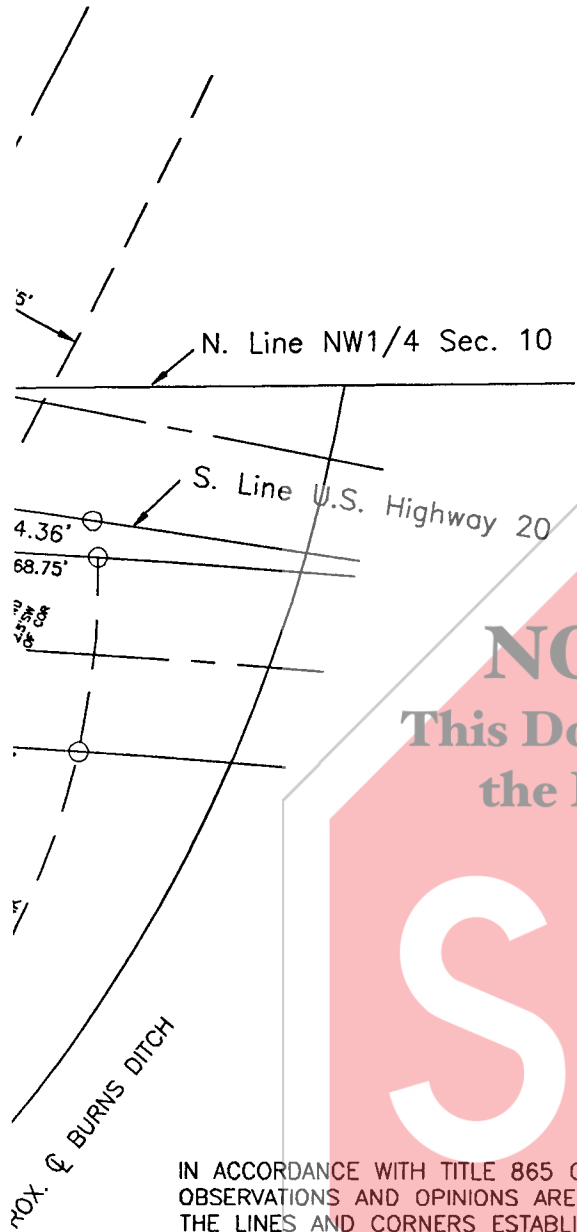
Survey
 for
 Northern Indiana Public Service Company
 Pt. Sec. 9, T36N, R7W, Calumet Twp., Lake Co.
 &
 Pt. Sec. 10, T36N, R7W, Portage Twp., Porter Co.
 INDIANA



3220 Southview Drive
 Elkhart, Indiana 46514
 (574) 266-1010
 Fax: (574) 262-3040
 info@marbachpls.com
 www.marbachpls.com

BY	© 2007 MARBACH, BRADY & WEAVER, INC.	SHEET 1 OF 1	DRAWING NO. A-28583
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Blumberg No. 8127
Exhibit E



IN ACCORDANCE WITH TITLE 865 OF THE INDIANA ADMINISTRATIVE CODE 1 - 12, THE FOLLOWING OBSERVATIONS AND OPINIONS ARE SUBMITTED REGARDING THE VARIOUS UNCERTAINTIES IN THE LOCATIONS OF THE LINES AND CORNERS ESTABLISHED ON THIS SURVEY AS A RESULT OF:

- A.) VARIANCES IN THE REFERENCED MONUMENTS;
- B.) DISCREPANCIES IN RECORD DESCRIPTIONS AND PLATS;
- C.) INCONSISTENCIES IN LINES OF OCCUPATION; AND
- D.) RELATIVE POSITIONAL ACCURACY DUE TO RANDOM ERRORS IN MEASUREMENT OF CORNERS ON THE SUBJECT TRACT ESTABLISHED THIS SURVEY IS WITHIN THE SPECIFICATIONS FOR A RURAL SURVEY (0.5 FEET) AS DEFINED IN IAC 865.

THIS IS A RETRACEMENT SURVEY OF OWNERS PROPERTY IN ORDER TO CREATE THREE PARCEL DESCRIPTIONS FOR EXISTING RIGHT-OF-WAYS.

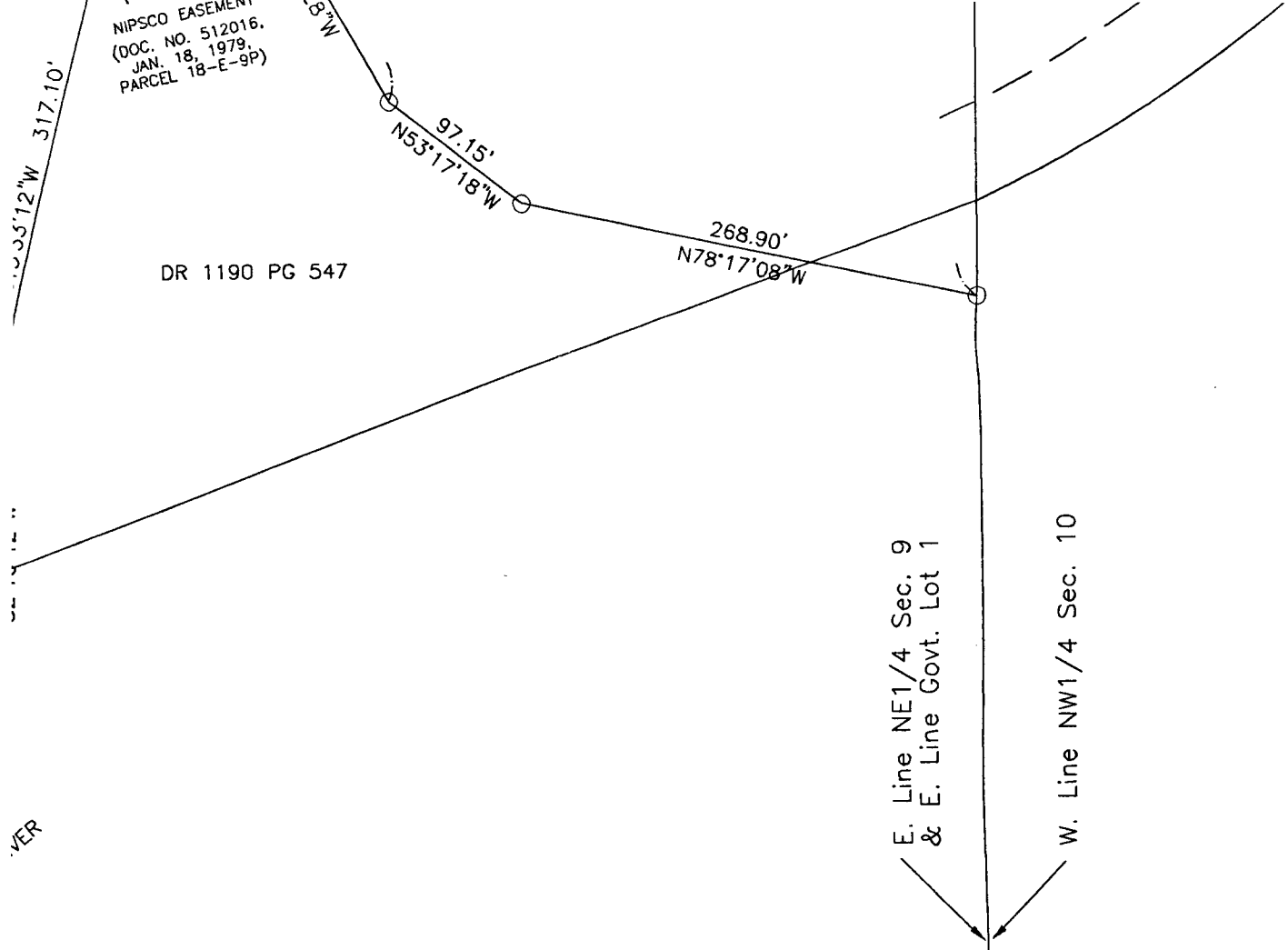
A CONCRETE MONUMENT WAS FOUND AT THE NORTHEAST CORNER OF SECTION 9, A RAILROAD RAIL MONUMENT WAS FOUND AT THE NORTH QUARTER POST OF SECTION 9 AND AN IRON STAKE AT THE NORTHWEST CORNER OF SECTION 9. THESE AND OTHER CORNERS ARE SHOWN ON A PREVIOUS SURVEY BY BRADY LAND SURVEYING DATED JULY 1967 UNDER JOB NUMBER 154-67 AND AUGUST 1973 UNDER JOB NUMBER 181-73. MOST OF THE FOUND IRON STAKES DURING THE COURSE OF THIS SURVEY WERE RELOCATED FROM THE OLDER SURVEY.

ADDITIONAL REBARS WERE FOUND FROM OTHER SURVEYS IN THIS AREA AS NOTED HEREON.

THE CENTERLINES OF PARCELS 1, 2 & 3 DESCRIPTIONS ARE DEFINED BY THE CENTERLINE OF THE EXISTING STEEL TOWERS. PARCEL 1 WAS DEFINED FROM THE DOUBLE SET OF ELECTRIC TOWERS WHICH ARE LOCATED ACCORDING TO THE DIMENSIONS SHOWN. PARCELS 2 & 3 WERE LOCATED FROM THE CENTERLINE OF A SINGLE STEEL TOWER LINE AS SHOWN HEREON.

OWNERS LAND IS FROM THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 51 TO THE EAST LINE OF A "GRAVEL SIGN ROAD" AND EASTWARDLY FROM THE EAST LINE OF THAT "ROAD" TO THE WEST LINE OF SECTION 10 IN PORTER COUNTY. THEN, CONTINUING EASTWARDLY INTO PORTER COUNTY, INCLUDING LANDS NORTHWESTERLY OF BURNS DITCH LYING SOUTH OF U.S. HIGHWAY 20 AND SPLIT BY THE OLD WABASH RAILROAD RIGHT-OF-WAY AS SHOWN.

IRON STAKES WERE SET ON UNMONUMENTED CORNERS OF THE 3 PARCELS AND A REBAR WAS FOUND AT



DR 1190 PG 547

NIPSCO EASEMENT
(DOC. NO. 512016,
JAN. 18, 1979,
PARCEL 18-E-9P)

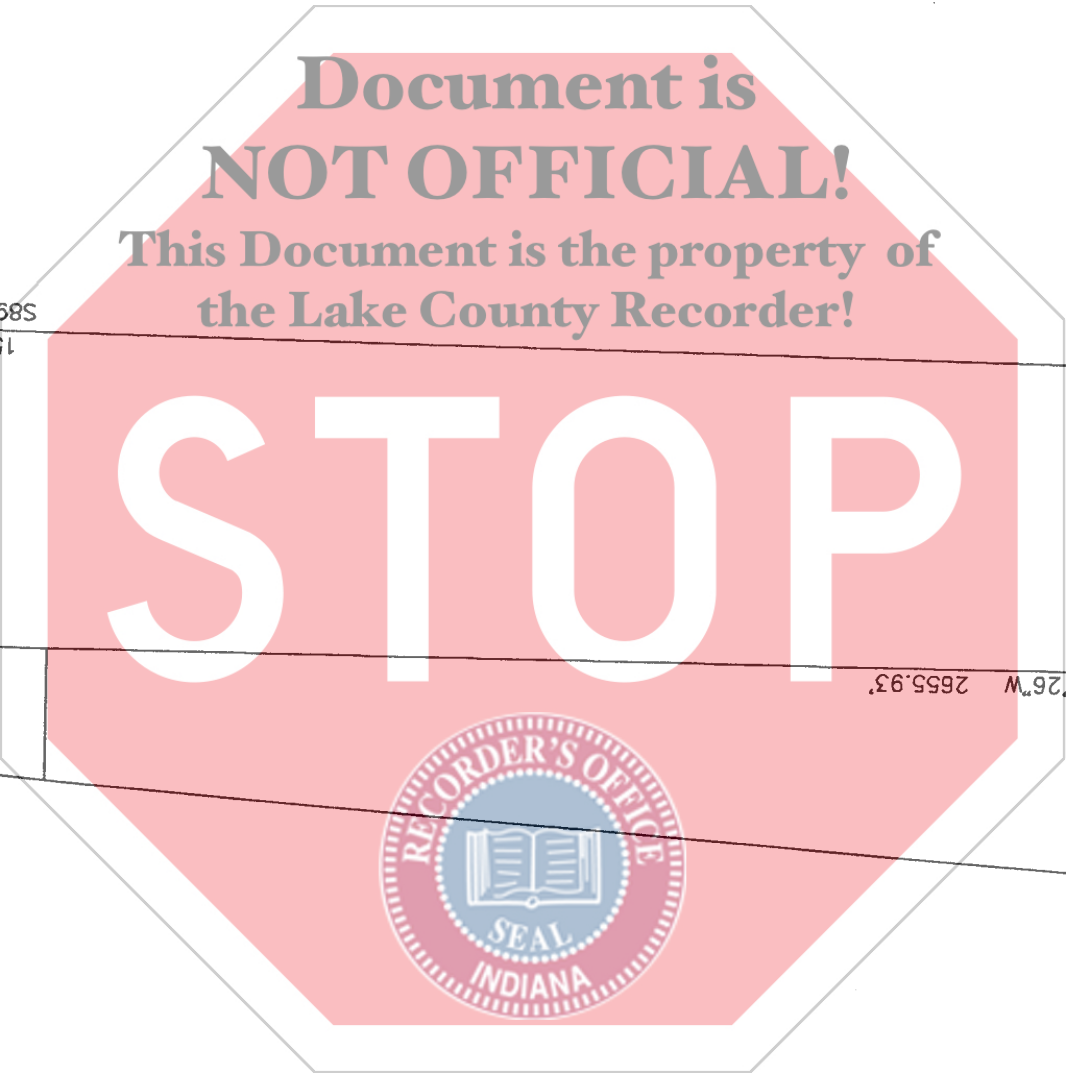
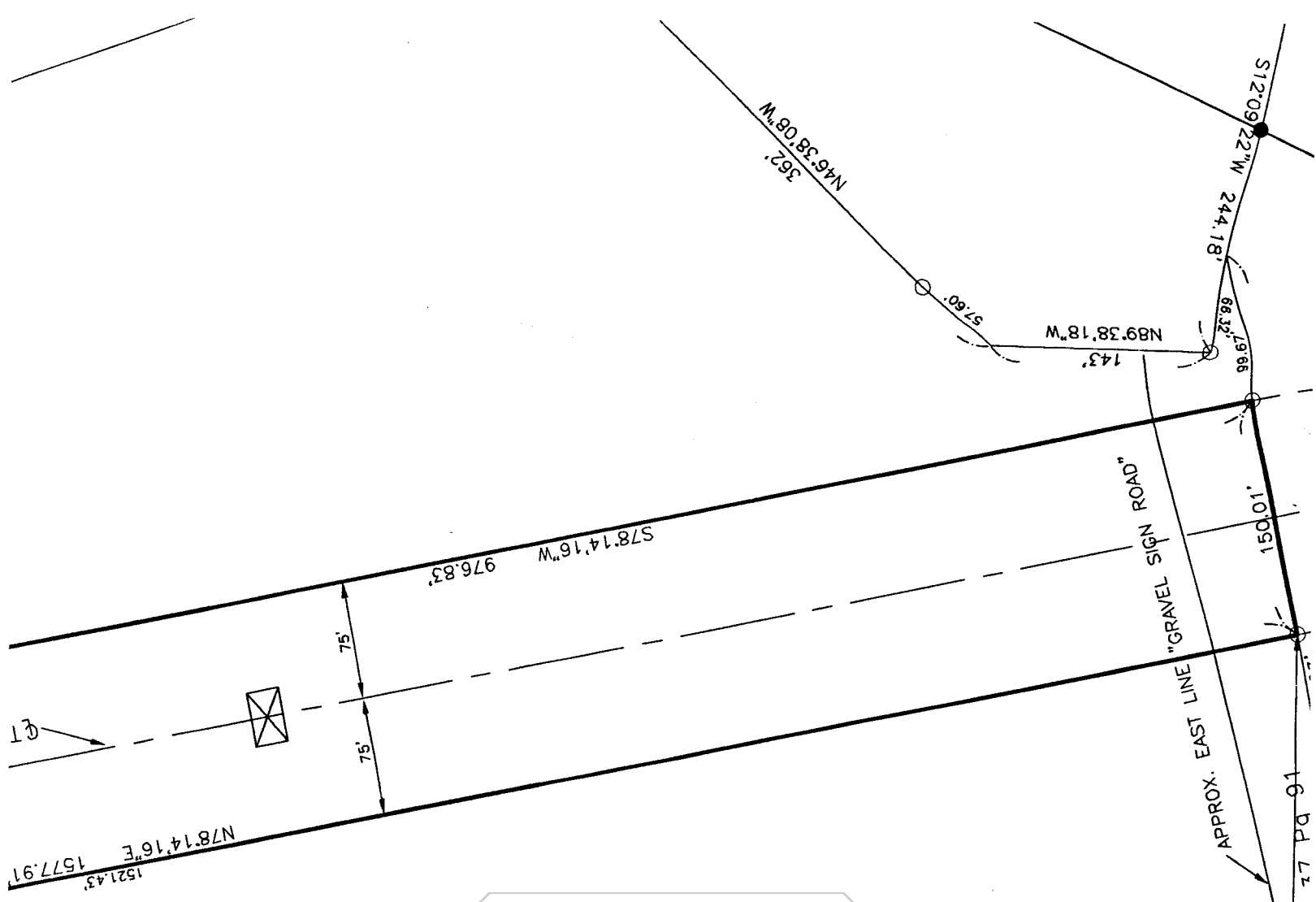


Lake County

Porter County

WEST BANK
OR TRUSTEE
#P-5456
-020025
-059035

SCALE: 1"	
DATE OF FIELDV	
DATE OF DRAWII	
DATE OF CERTIF	
DATE	
5/14/07	AC
CAD FILE	
JOB NUMBER	
31-07	



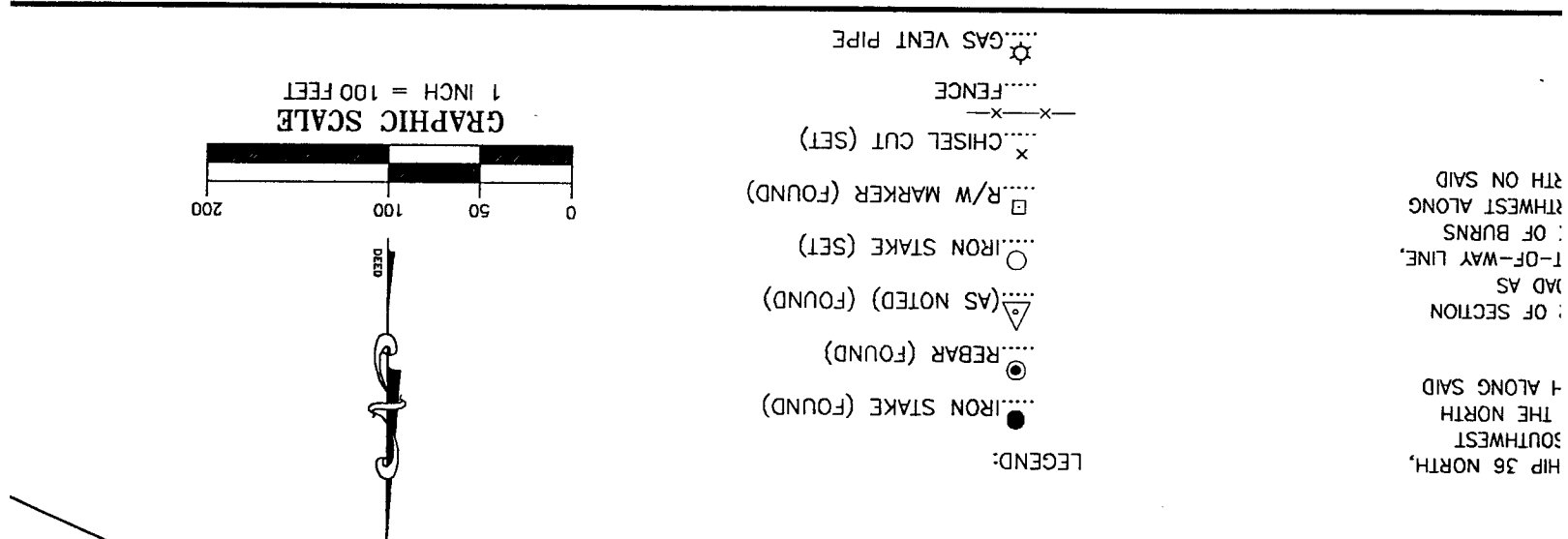
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1557.81' 1521.43' N78°14'16\"/>

DR 2001-092306

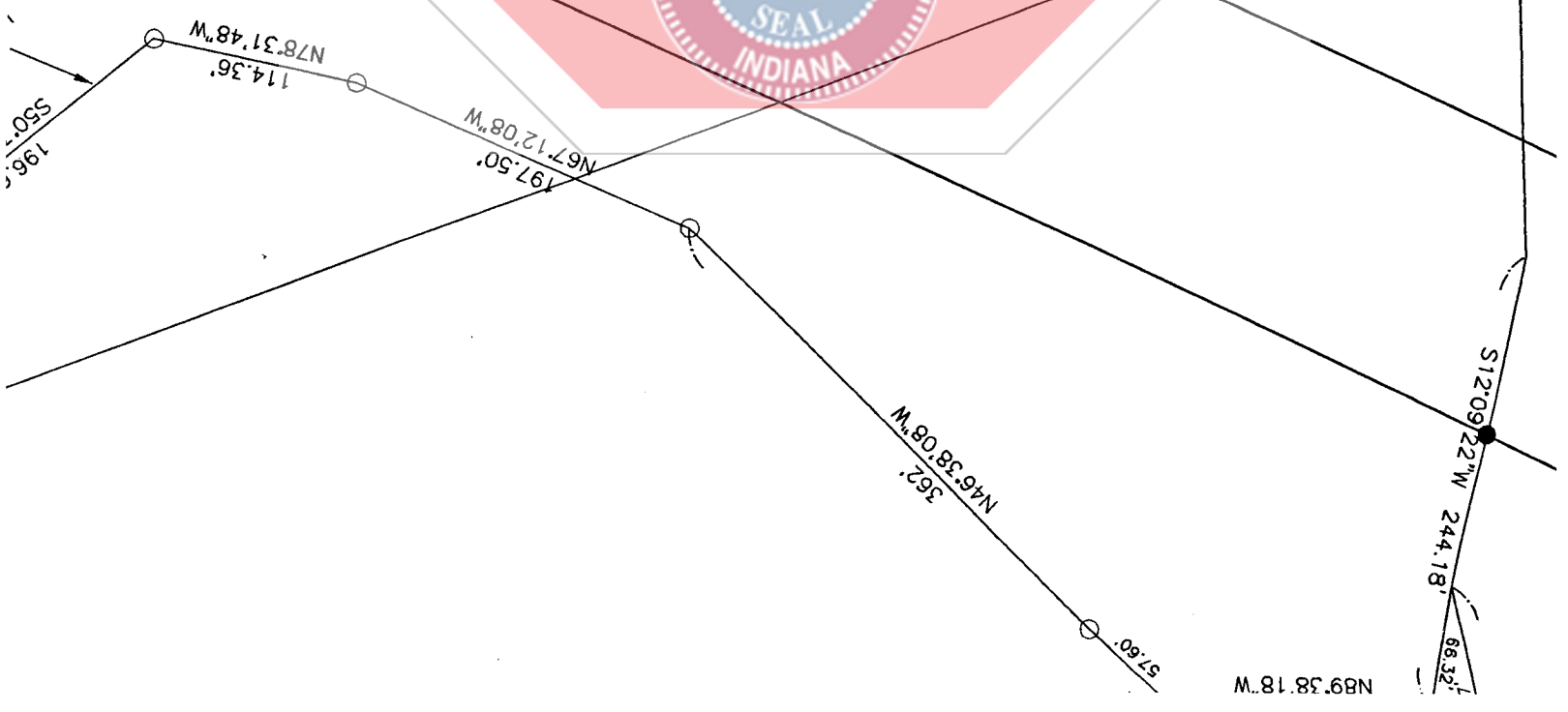
N89°45'26\"/>

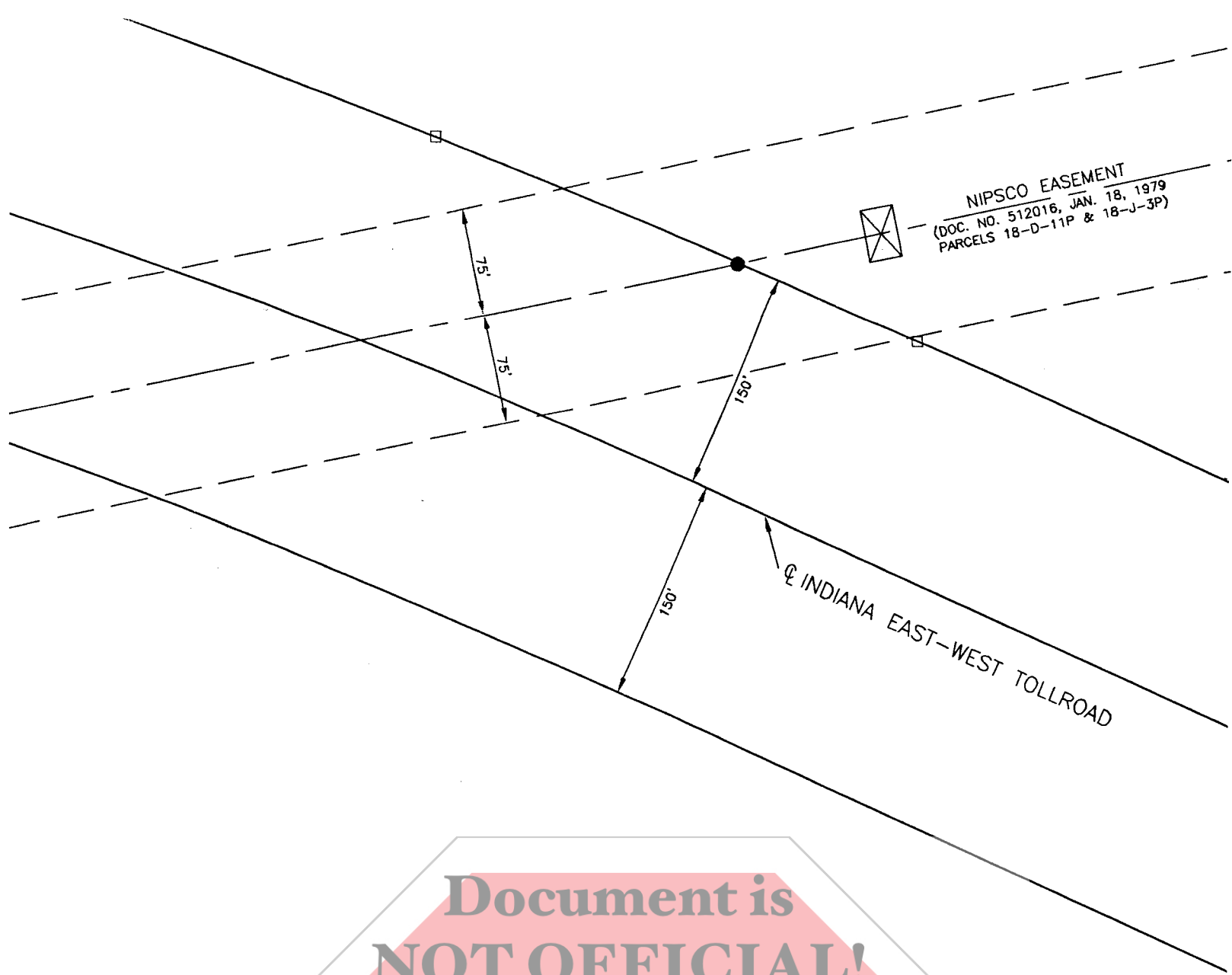




HP 36 NORTH,
SOUTHWEST
THE NORTH
F ALONG SAID
OF SECTION
D AS
T-OF-WAY LINE,
OF BURNS
RTHWEST ALONG
RTH ON SAID

THE PRINCIPAL
DITCH,





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STOP

RANGE 7, WEST OF THE SECOND PRINCIPAL MERIDIAN; BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE OLD WABASH RAILROAD, A DISTANCE OF 270.0 FEET, PLUS OR MINUS; THENCE SOUTH 89 DEGREES 45 MINUTES 17 SECONDS EAST, 165.39 FEET, TO THE POINT OF BEGINNING; THENCE EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF SAID OLD WABASH RAILROAD, A DISTANCE OF 595.0 FEET, PLUS OR MINUS; THENCE WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF SAID OLD WABASH RAILROAD, A DISTANCE OF 670.0 FEET, PLUS OR MINUS, TO ALSO BEING THE NORTH LINE OF SAID OLD WABASH RAILROAD, A DISTANCE OF 670.0 FEET, PLUS OR MINUS; THENCE SOUTH ALONG SAID NORTH RIGHT-OF-WAY LINE OF SAID OLD WABASH RAILROAD, A DISTANCE OF 2257.4 FEET, PLUS OR MINUS, TO THE POINT OF BEGINNING.

RANGE 7, WEST OF THE SECOND PRINCIPAL MERIDIAN; BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 10, TOWNSHIP 36, RANGE 7 WEST OF THE FIRST PRINCIPAL MERIDIAN, IN PORTER COUNTY, INDIANA; THENCE SOUTH ALONG SAID WEST BANK OF BURNS DITCH, 365'±; THENCE WEST ON A LINE PARALLEL TO SAID WEST BANK OF BURNS DITCH, 210'± TO THE WEST LINE OF SAID SECTION 10; THENCE NORTH ALONG SAID WEST LINE OF SAID SECTION 10, 385.1'± TO THE POINT OF BEGINNING.

RANGE 7, WEST OF THE SECOND PRINCIPAL MERIDIAN; BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 10, TOWNSHIP 36, RANGE 7 WEST OF THE FIRST PRINCIPAL MERIDIAN, IN PORTER COUNTY, INDIANA; THENCE SOUTH ALONG SAID WEST BANK OF BURNS DITCH, 365'±; THENCE WEST ON A LINE PARALLEL TO SAID WEST BANK OF BURNS DITCH, 210'± TO THE WEST LINE OF SAID SECTION 10; THENCE NORTH ALONG SAID WEST LINE OF SAID SECTION 10, 385.1'± TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (DR 2006-020025)

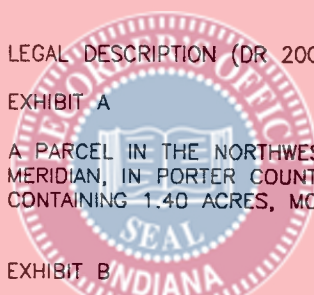
EXHIBIT A

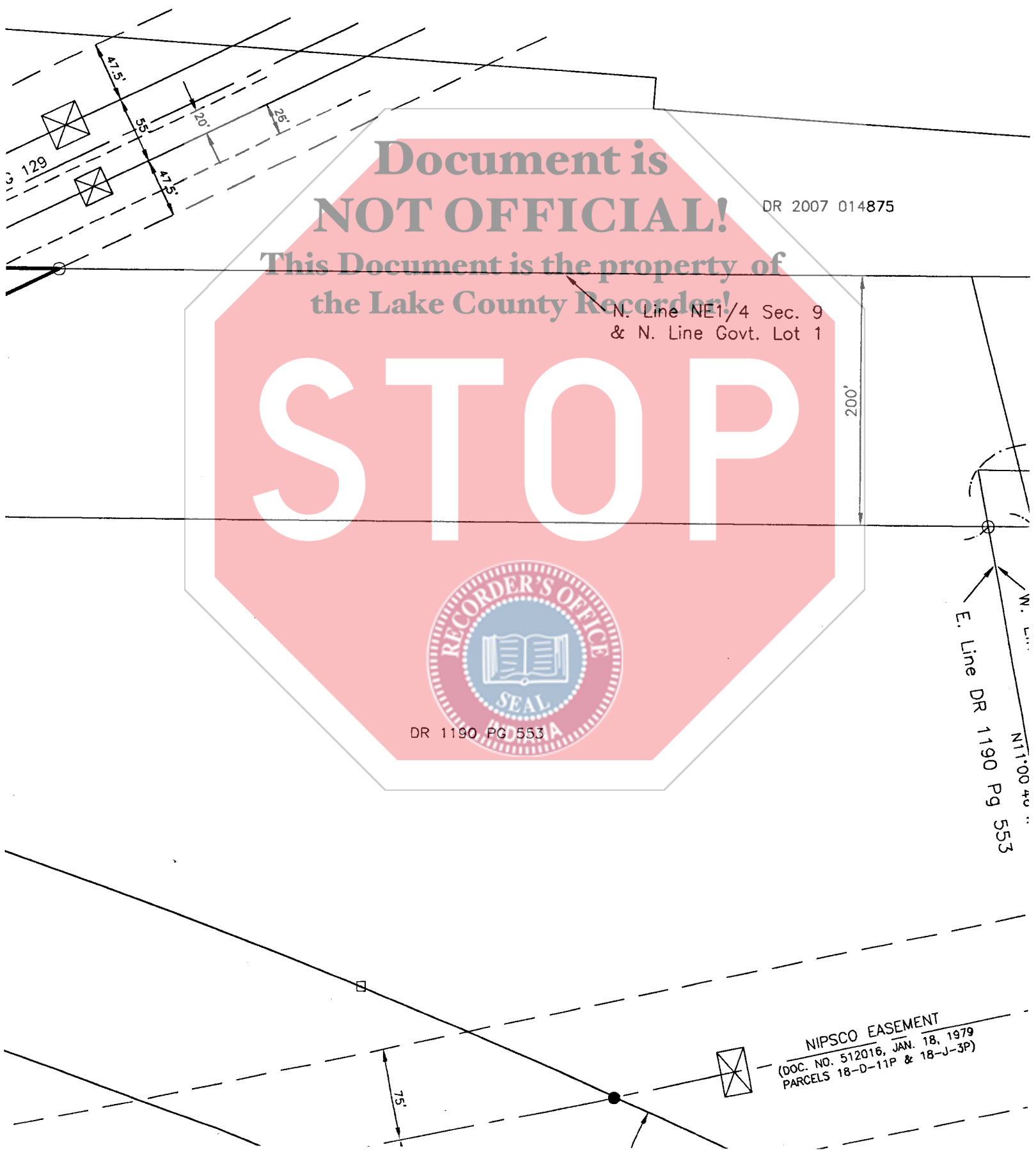
A PARCEL IN THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 36, RANGE 7 WEST OF THE FIRST PRINCIPAL MERIDIAN, IN PORTER COUNTY, INDIANA LAYING SOUTH OF THE RAIL ROAD WEST OF BURNS DITCH, CONTAINING 1.40 ACRES, MORE OR LESS.

EXHIBIT B

STARTING AT A POINT 14.9'± SOUTH OF THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 36, RANGE 7 WEST OF THE FIRST PRINCIPAL MERIDIAN, IN PORTER COUNTY, INDIANA; THENCE SOUTH 81°14' E, 415' TO THE WEST BANK OF BURNS DITCH; THENCE WEST ALONG SAID WEST BANK OF BURNS DITCH, 365'±; THENCE WEST ON A LINE PARALLEL TO SAID WEST BANK OF BURNS DITCH, 210'± TO THE WEST LINE OF SAID SECTION 10; THENCE NORTH ALONG SAID WEST LINE OF SAID SECTION 10, 385.1'± TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM: STARTING AT A POINT 60.1'± SOUTH OF SAID NORTHWEST CORNER OF SAID SECTION 10 (SAID POINT ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF THE OLD WABASH RAILROAD DESCRIBED IN DEED RECORD BOOK 47, PAGE 241); THENCE SOUTHEAST ALONG SAID WEST BANK OF BURNS DITCH 370'± TO THE WEST BANK OF BURNS DITCH; THENCE SOUTHWEST ALONG SAID WEST BANK OF BURNS DITCH 126'± TO THE SOUTH RIGHT-OF-WAY OF SAID OLD WABASH RAILROAD; THENCE SOUTH ALONG SAID SOUTH RIGHT-OF-WAY LINE, 340'± TO WEST LINE OF SAID SECTION 10; THENCE WEST ALONG SAID WEST LINE OF SAID SECTION 10, 100' TO THE POINT OF BEGINNING.





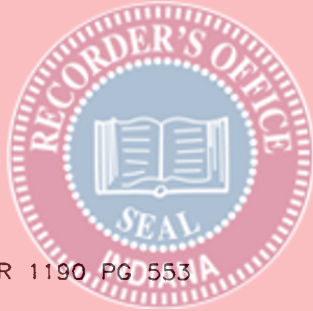
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DR 2007 014875

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N. Line NE1/4 Sec. 9 & N. Line Govt. Lot 1

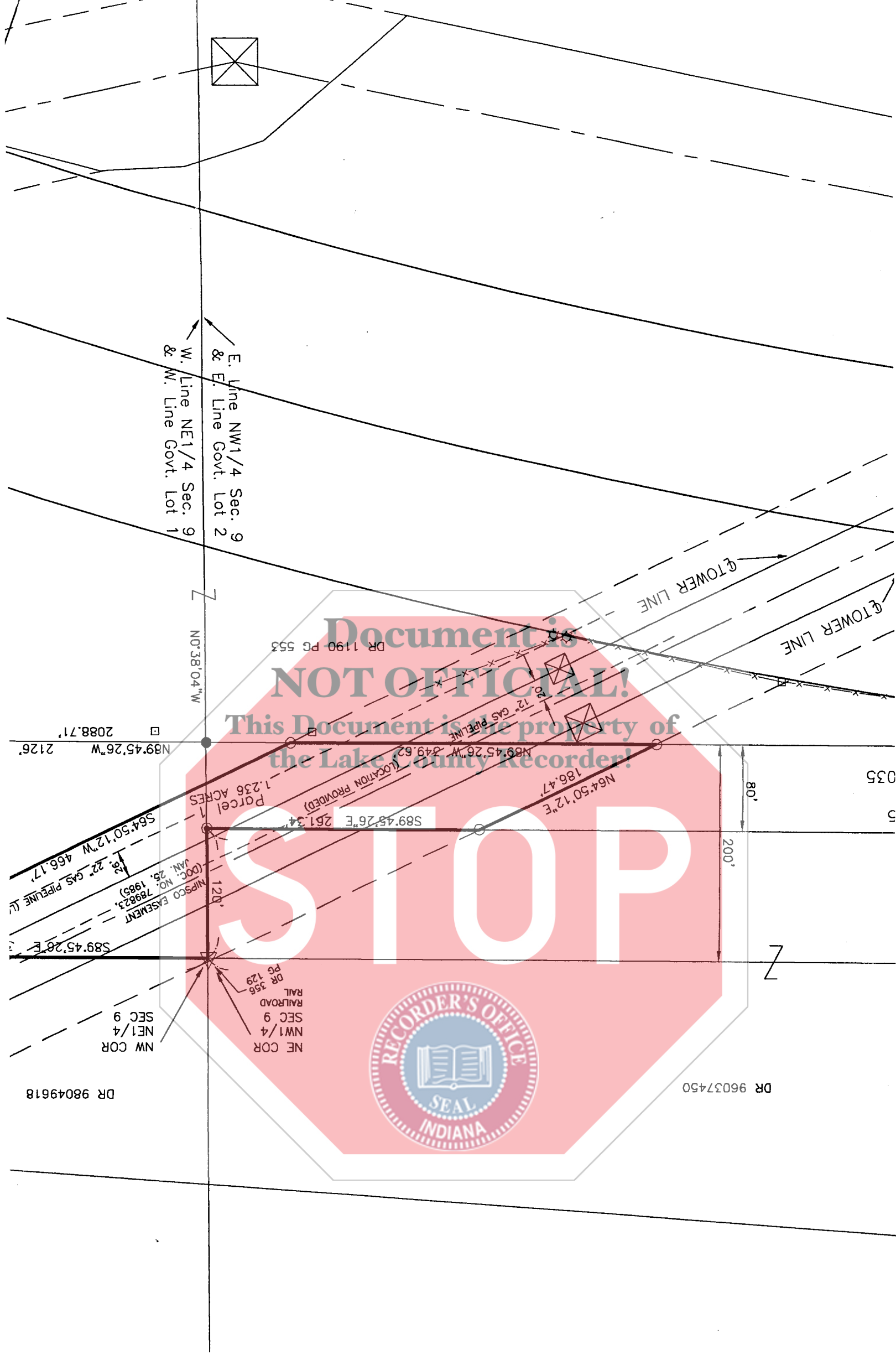
STOP



DR 1190 PG 553

N. Line
E. Line DR 1190 Pg 553
111'00 4/10

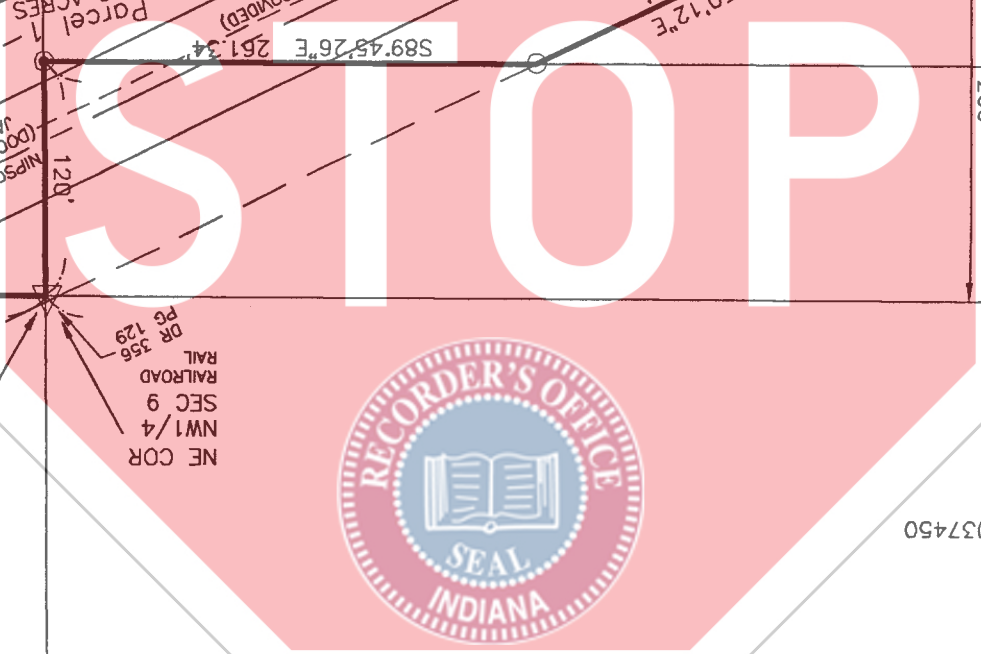
NIPSCO EASEMENT
(DOC. NO. 512016, JAN. 18, 1979
PARCELS 18-D-11P & 18-J-3P)



E. Line NW1/4 Sec. 9
& E. Line Govt. Lot 2
W. Line NE1/4 Sec. 9
& W. Line Govt. Lot 1

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N89°45'26\"W 2126'
2088.71'

S64°50'12\"W 466.17'
S89°45'28\"E
NIPSCO EASEMENT (DOC. NO. 789823, JAN. 25, 1985)
120'

NW COR NE1/4 SEC 9

DR 98049618

N0°38'04\"W

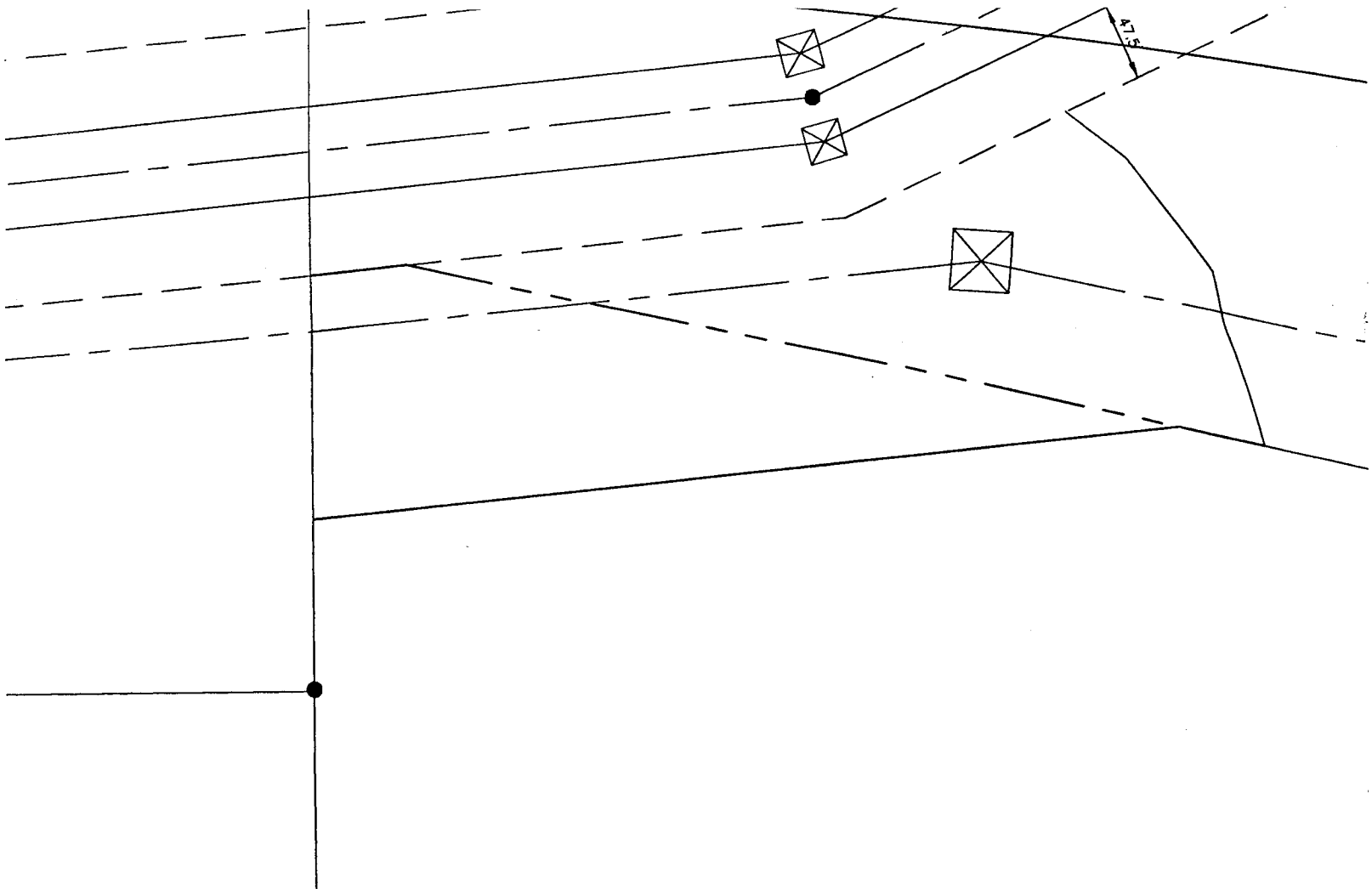
Parcel 1
1.236 ACRES
S89°45'26\"E 261.34'
N64°50'12\"E 186.47'
N89°45'26\"W 249.62'
12\" GAS PIPELINE (LOCATION PROVIDED)
DR 356 RAILROAD SEC 9 NW1/4 NE COR
DR 129

TOWER LINE

80'
200'
Z

DR 96037450

035
5



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**PARCEL 3
This Document is the property of**

9,
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OND

PART OF THE NORTHWEST QUARTER (NW¼) OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 7 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE COUNTY OF PORTER, STATE OF INDIANA, DESCRIBED AS FOLLOWS:

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; THE
ND S EAST
S 75
POINT
TES 16
FEET TO
5 FEET
A
ED TO

ASSUME THE NORTH LINE OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 7 WEST TO HAVE A BEARING OF SOUTH 89 DEGREES 45 MINUTES 26 SECONDS EAST; COMMENCING AT THE NORTHWEST CORNER SAID SECTION 10; THENCE SOUTH 00 DEGREES 28 MINUTES 08 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 10 A DISTANCE OF 14.90 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 20; THENCE SOUTH 81 DEGREES 42 MINUTES 08 SECONDS EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY A DISTANCE OF 134.34 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION, SAID POINT BEING 75 FEET NORTHWESTERLY (MEASURED AT RIGHT ANGLES) OF THE CENTERLINE OF A TOWER LINE; THENCE CONTINUING SOUTH 81 DEGREES 42 MINUTES 08 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID HIGHWAY A DISTANCE OF 159.26 FEET TO POINT WHICH IS 75 FEET SOUTHEASTERLY (MEASURED AT RIGHT ANGLES) FROM THE CENTERLINE OF SAID TOWER LINE; THENCE SOUTH 27 DEGREES 56 MINUTES 11 SECONDS WEST PARALLEL WITH THE CENTERLINE OF SAID TOWER LINE A DISTANCE OF 25.48 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF LAND DEEDED TO THE WABASH RAILROAD COMPANY IN DR 47, PG 241, SAID POINT BEING 50 FEET NORTH OF THE CENTERLINE OF SAID RIGHT-OF-WAY AS FORMERLY OCCUPIED BY THE CENTERLINE OF THE SINGLE TRACK; THENCE WESTWARDLY ALONG A CURVE TO THE LEFT (RADIUS 7174.55 FEET) A DISTANCE OF 166.29 FEET (CHORD: NORTH 87 DEGREES 38 MINUTES 09 SECONDS WEST, 166.29 FEET) TO A POINT WHICH IS 75 FEET NORTHWESTERLY OF THE CENTERLINE OF SAID TOWER LINE; THENCE NORTH 27 DEGREES 56 MINUTES 11 SECONDS EAST PARALLEL WITH THE CENTERLINE OF SAID TOWER LINE A DISTANCE OF 43.73 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION.

OCCUPIED
) A
(.83 FEET)
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D 75
A POINT
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LAND,
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MINUTES 12
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1 AND
NORTH
COMPANY
H IS 75
NORTH LINE
MINUTES 16
LINE A

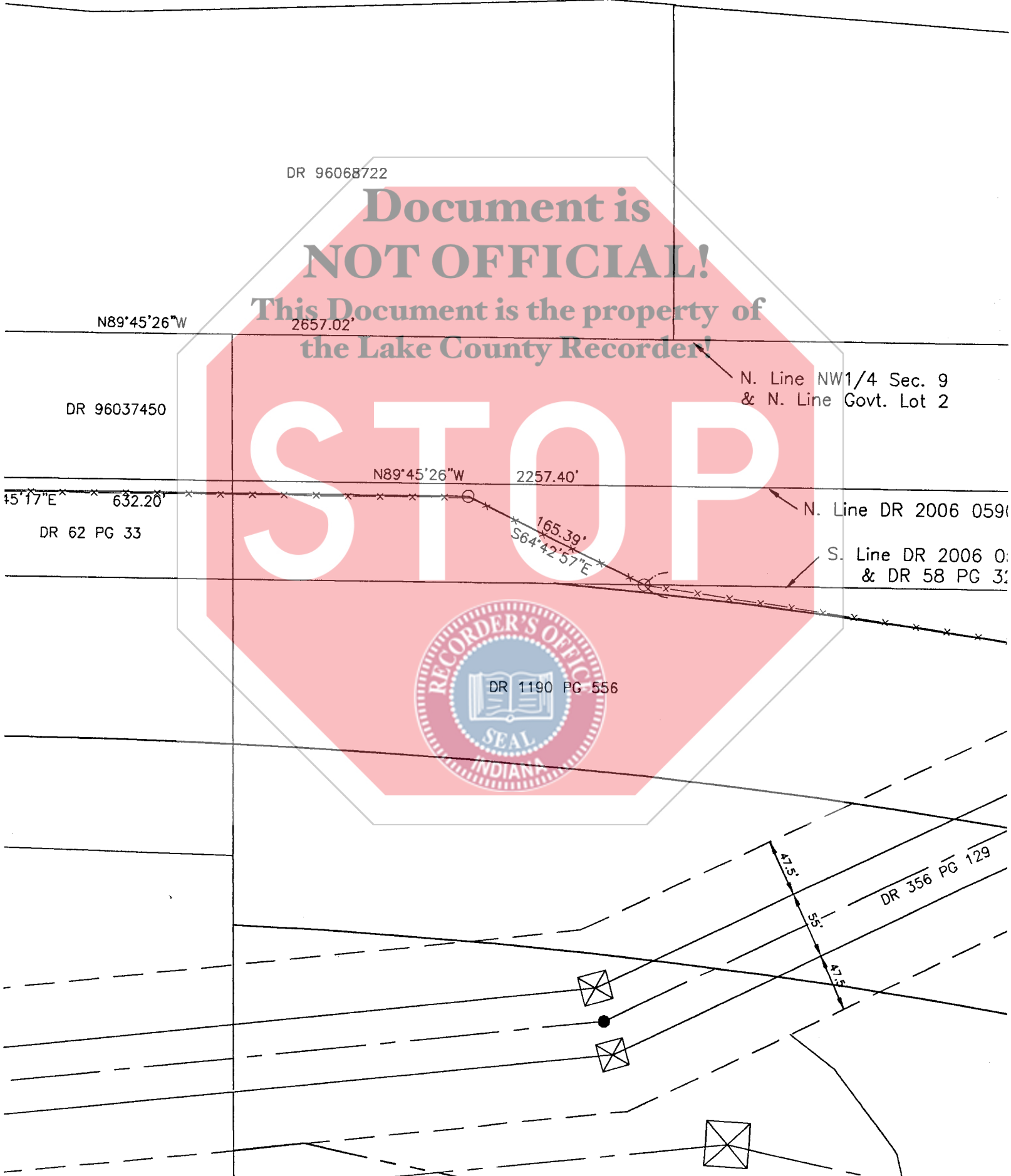
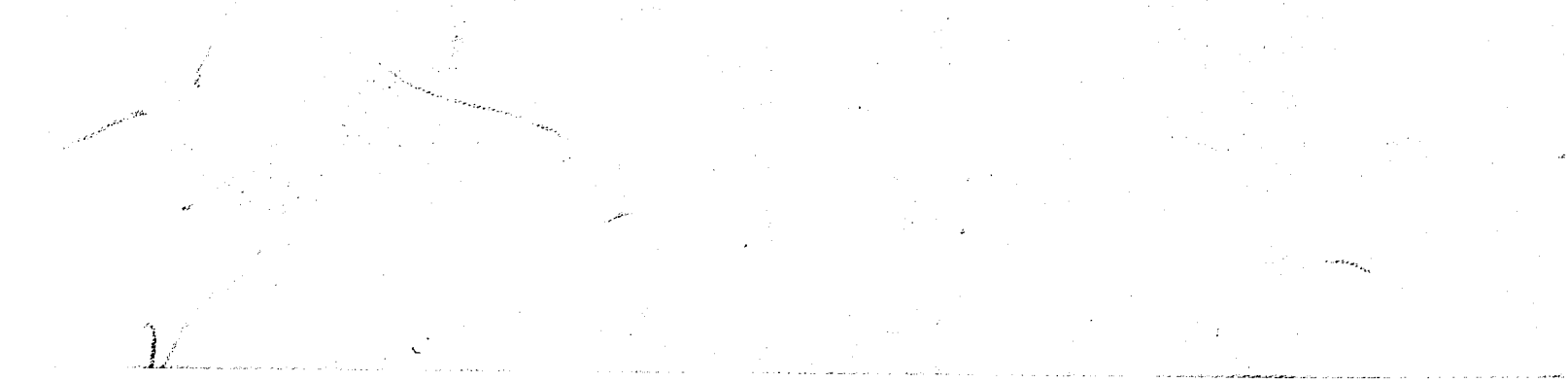
PREPARED BY MARBACH, BRADY & WEAVER, INC.

CONTAINING 0.118 OF AN ACRE OF LAND.

CONTAINING A TOTAL OF 7.110 ACRES OF LAND IN ALL 3 TRACTS.

RE: DR 2006-059035 (LAKE COUNTY)
DR 2006-020025 (PORTER COUNTY)

PORTER



DR 96068722

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N89°45'26"W

2657.02'

DR 96037450

N. Line NW1/4 Sec. 9 & N. Line Govt. Lot 2

N5°17'E 632.20'

DR 62 PG 33

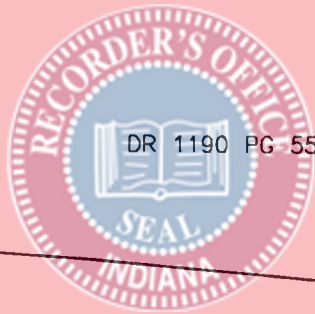
N89°45'26"W

2257.40'

N. Line DR 2006 0590

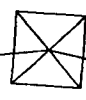
165.39'
S64°42'57"E

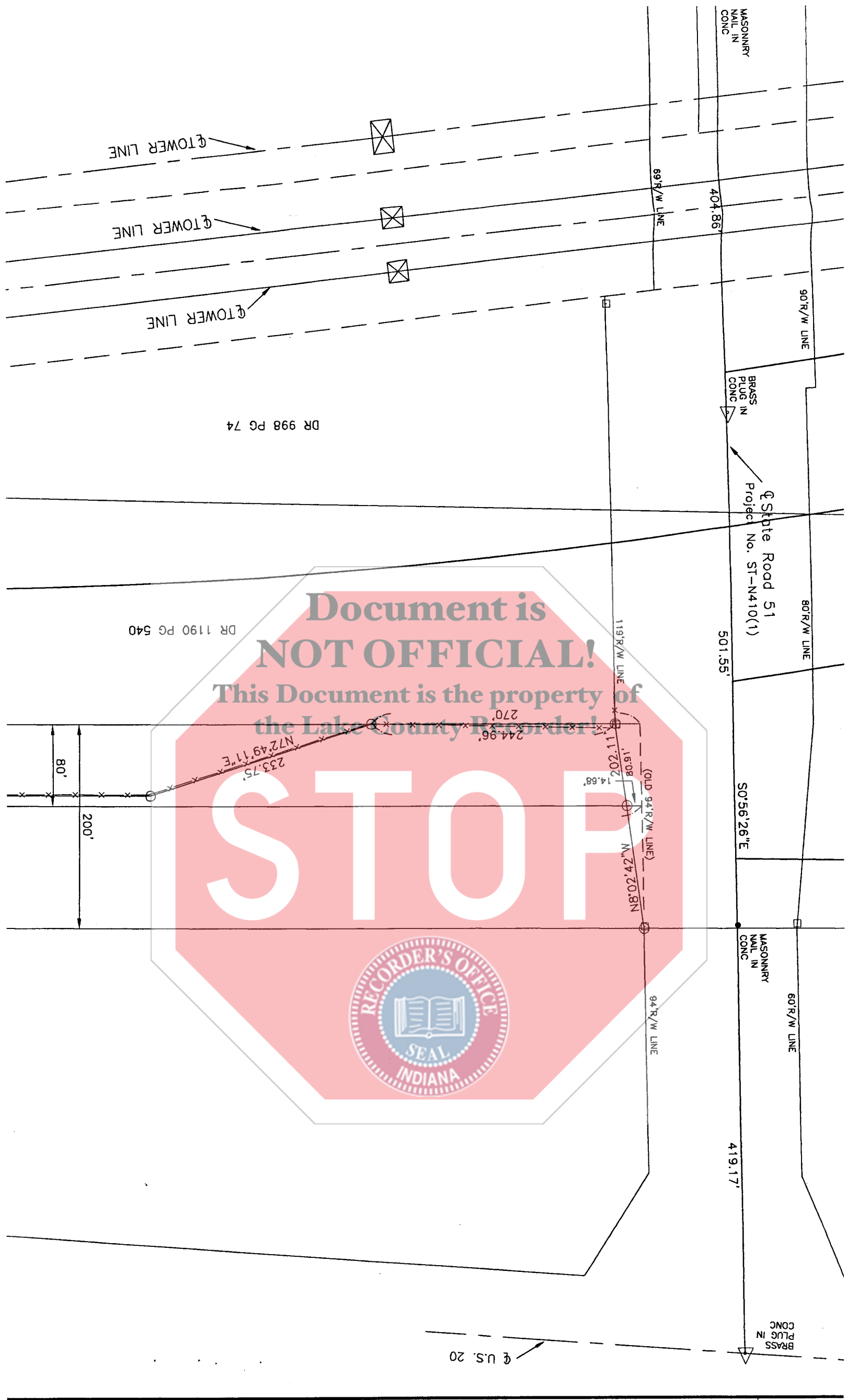
S. Line DR 2006 0590 & DR 58 PG 33



DR 1190 PG 556

DR 356 PG 129





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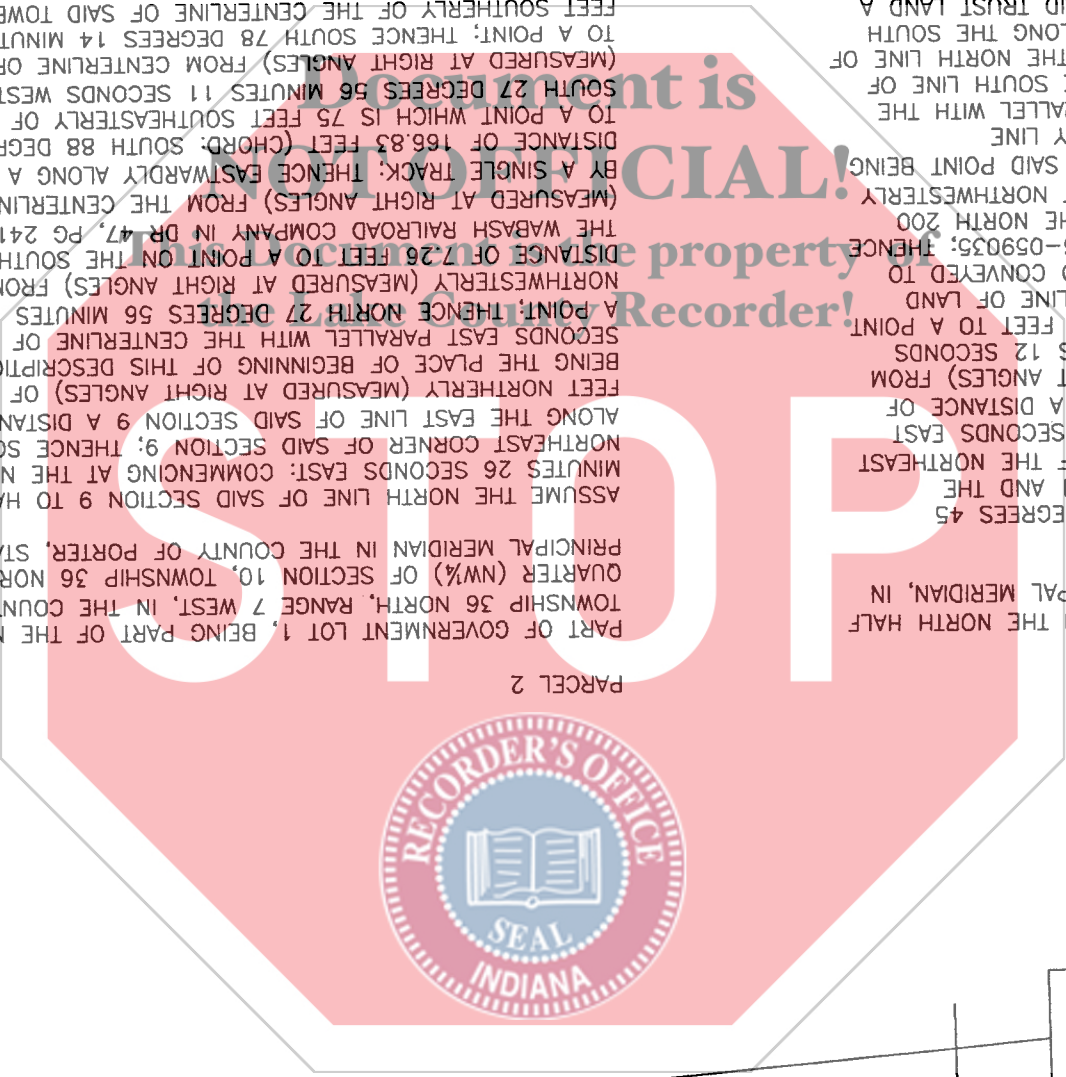
STOP



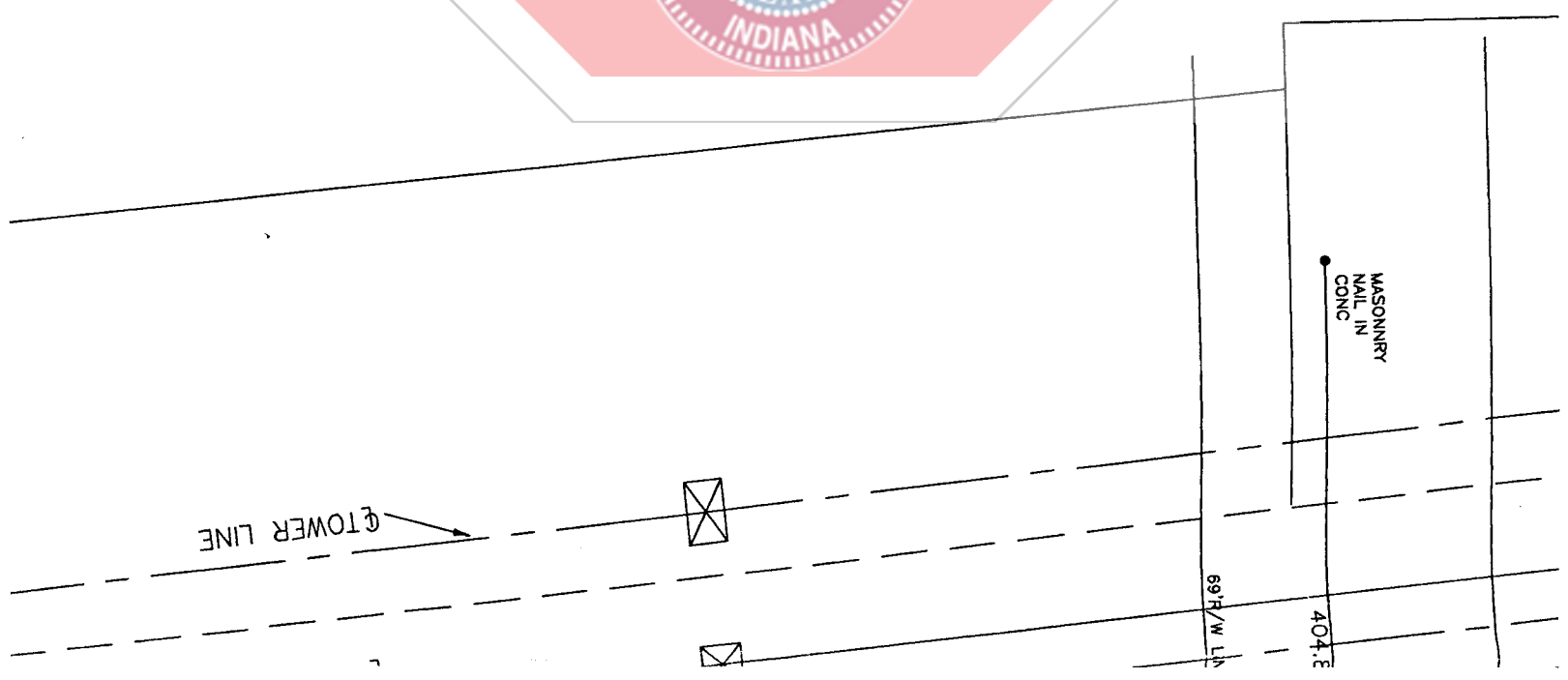
CO.)
 CONTAINING 5.756 ACRES OF LAND (5.115 ACRES IN LAKE COUNTY, 0.641
 PREPARED BY MARBACH, BRADY & WEAVER, INC.

PART OF GOVERNMENT LOT 1, BEING PART OF THE NORTHEAST QUARTER (N
 TOWNSHIP 36 NORTH, RANGE 7 WEST, IN THE COUNTY OF LAKE AND PART
 QUARTER (NW¼) OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 7 WEST 7
 PRINCIPAL MERIDIAN IN THE COUNTY OF PORTER, STATE OF INDIANA, DESCR
 ASSUME THE NORTH LINE OF SAID SECTION 9 TO HAVE A BEARING OF SOL
 MINUTES 26 SECONDS EAST COMMENCING AT THE NORTHEAST CORNER OF
 NORTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH 00 DEGREES 28
 ALONG THE EAST LINE OF SAID SECTION 9 A DISTANCE OF 189.53 FEET TO
 FEET NORTHERLY (MEASURED AT RIGHT ANGLES) OF THE CENTERLINE OF A
 (MEASURED AT RIGHT ANGLES) FROM THE CENTERLINE OF SAID SECTION 9
 NORTHWESTERLY (MEASURED AT RIGHT ANGLES) FROM THE CENTERLINE OF
 A POINT; THENCE NORTH 27 DEGREES 56 MINUTES 11 SECONDS EAST PAR
 NORTHWESTERLY (MEASURED AT RIGHT ANGLES) FROM THE CENTERLINE OF
 DISTANCE OF 2.26 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY L
 THE WABASH RAILROAD COMPANY IN DR 47, PG 241, SAID POINT BEING 50
 (MEASURED AT RIGHT ANGLES) FROM THE CENTERLINE OF THE RIGHT-OF-W
 BY A SINGLE TRACK; THENCE EASTWARDLY ALONG A CURVE TO THE RIGHT
 DISTANCE OF 166.83 FEET (CHORD; SOUTH 88 DEGREES 01 MINUTES 27 S
 TO A POINT WHICH IS 75 FEET SOUTHEASTERLY OF THE CENTERLINE OF S/
 SOUTH 27 DEGREES 56 MINUTES 11 SECONDS WEST PARALLEL WITH AND
 (MEASURED AT RIGHT ANGLES) FROM CENTERLINE OF SAID TOWER LINE A L
 TO A POINT; THENCE SOUTH 78 DEGREES 14 MINUTES 16 SECONDS WEST
 FEET SOUTHERLY OF THE CENTERLINE OF SAID TOWER LINE A DISTANCE OF
 ON A NORTHERLY LINE OF LAND CONVEYED TO STATE OF INDIANA IN DR 1
 NORTHWESTERLY, SOUTHWESTERLY AND SOUTHWARDLY ALONG NORTHERLY LI
 ALONG THE FOLLOWING 3 COURSES: NORTH 30 DEGREES 57 MINUTES 28 ;
 SOUTH 78 DEGREES 35 MINUTES 32 SECONDS WEST, 66.42 FEET; SOUTH
 SECONDS WEST, 44.81 FEET TO A POINT WHICH IS 75 FEET SOUTHERLY O
 TOWER LINE; THENCE SOUTH 78 DEGREES 14 MINUTES 16 SECONDS WEST
 FEET SOUTHERLY OF THE CENTERLINE OF SAID TOWER LINE A DISTANCE OF
 ON THE WESTERLY LINE OF LAND CONVEYED TO WABASH RAILROAD COMPAN
 THE EASTERLY LINE OF LAND CONVEYED TO STATE OF INDIANA IN DR 1190
 11 DEGREES 00 MINUTES 46 SECONDS WEST ALONG THE WESTERLY LINE
 AND THE EASTERLY LINE OF SAID STATE LAND A DISTANCE OF 150.01 FEET
 FEET NORTHERLY OF THE CENTERLINE OF SAID TOWER LINE AND 506 FEET
 OF THE NORTHEAST QUARTER (NE¼) OF SAID SECTION 9; THENCE NORTH
 SECONDS EAST PARALLEL WITH AND 75 FEET NORTHERLY OF THE CENTRI
 DISTANCE OF 1521.43 FEET TO THE PLACE OF BEGINNING OF THIS DESCR

GOVERNMENT LOT 2 IN THE NORTH HALF
 F THE SECOND PRINCIPAL MERIDIAN, IN
 LOWS:
 CORNER OF SAID LOT 1 AND THE
 NORTHWEST CORNER OF THE NORTHEAST
 REES 45 MINUTES 26 SECONDS EAST
 E OF SAID SECTION 9 A DISTANCE OF
 Y (MEASURED AT RIGHT ANGLES) FROM
 1 DEGREES 50 MINUTES 12 SECONDS
 A DISTANCE OF 466.17 FEET TO A POINT
 2, BEING THE SOUTH LINE OF LAND
 : SOUTH LINE OF LAND CONVEYED TO
 P-5456 IN DR 2006-059035; THENCE
 THE SOUTH LINE OF THE NORTH 200
 IT WHICH IS 47.5 FEET NORTHWESTERLY
 PARALLEL TOWER LINE, SAID POINT BEING
 ON THE SOUTHEASTERLY LINE
 12 SECONDS EAST PARALLEL WITH THE
 T TO A POINT ON THE SOUTH LINE OF
 2 AND A POINT ON THE NORTH LINE OF
 26 SECONDS EAST ALONG THE SOUTH
 HE NORTH LINE OF SAID TRUST LAND A
 : SAID LOT 2, BEING ON THE EAST LINE
 ENCE NORTH 00 DEGREES 38 MINUTES
 D ALONG THE EAST LINE OF THE
 120 FEET TO THE PLACE OF BEGINNING



PARCEL 2



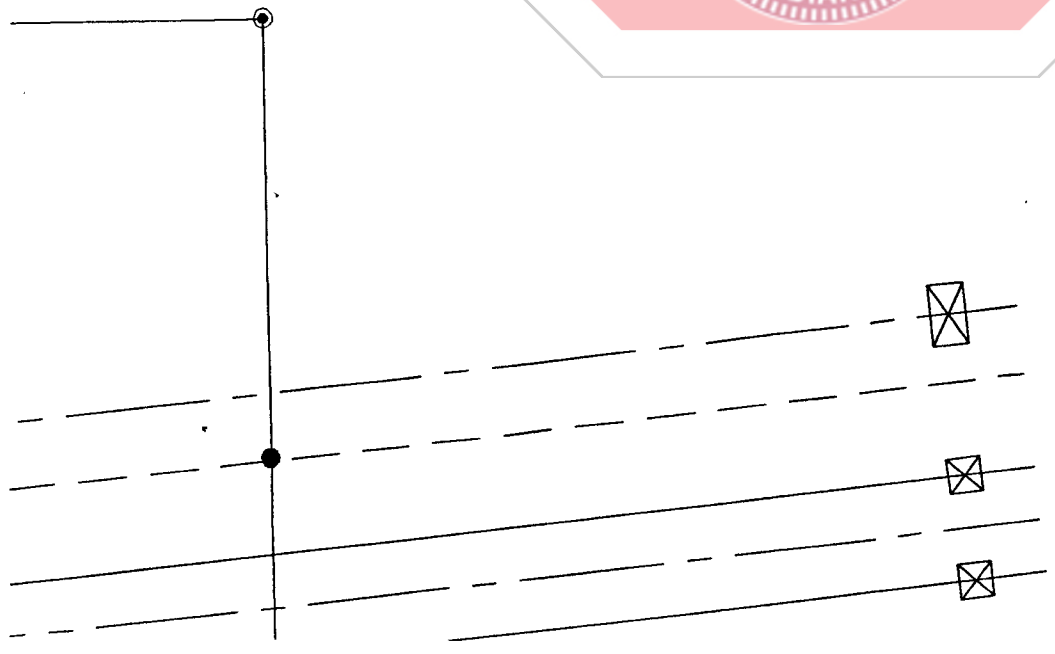
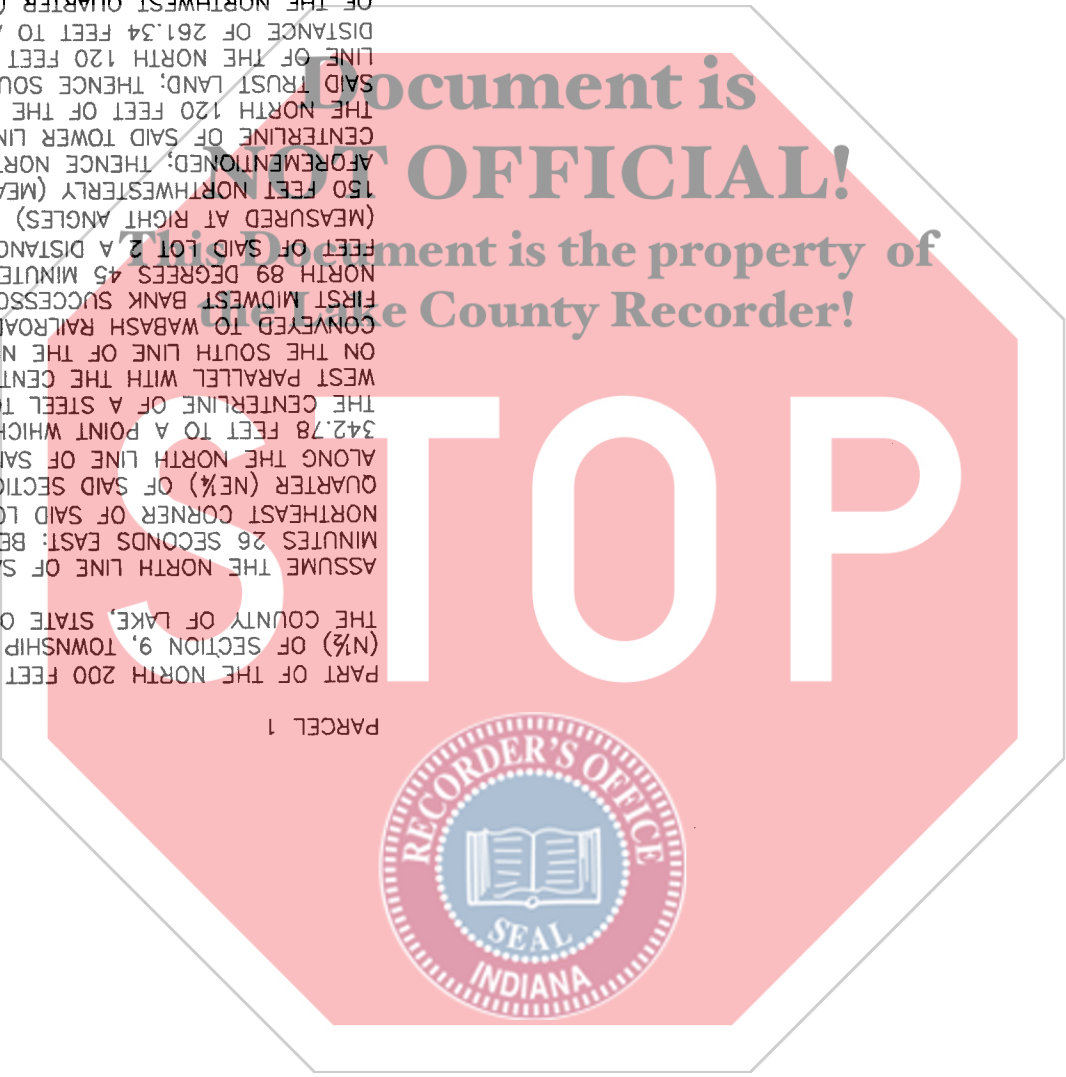
PARCEL 1

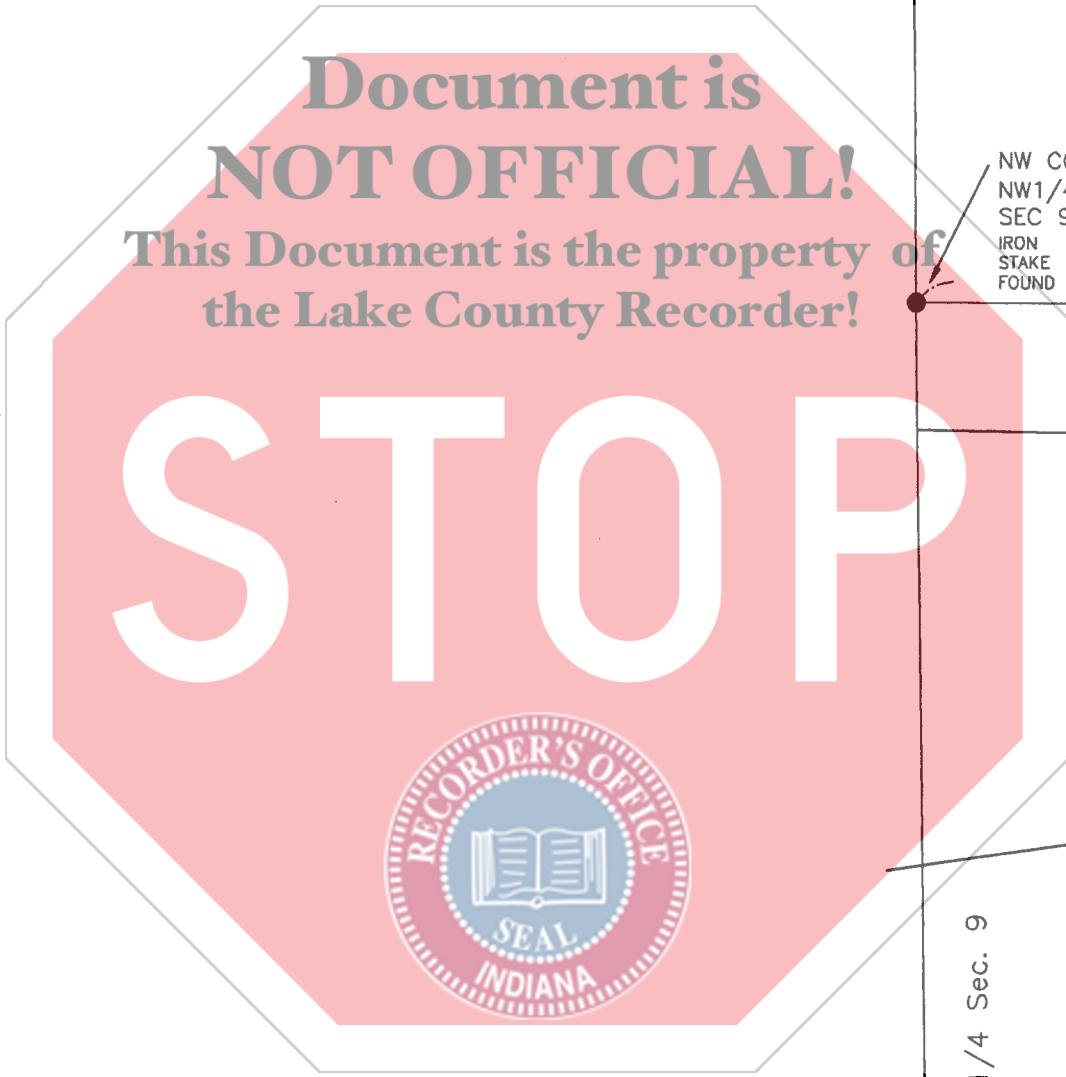
PART OF THE NORTH 200 FEET OF GOVERNMENT LOT (N $\frac{1}{2}$) OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 7 \ THE COUNTY OF LAKE, STATE OF INDIANA, DESCRIBED

ASSUME THE NORTH LINE OF SAID SECTION 9 TO HAVE MINUTES 26 SECONDS EAST; BEGINNING AT THE NORTH NORTHEAST CORNER OF SAID LOT 2, SAID POINT BEING QUARTER (NE $\frac{1}{4}$) OF SAID SECTION 9; THENCE SOUTH \ ALONG THE NORTH LINE OF SAID LOT 1 AND THE NOR 342.78 FEET TO A POINT WHICH IS 47.5 FEET SOUTH THE CENTERLINE OF A STEEL TOWER LINE; THENCE SO WEST PARALLEL WITH THE CENTERLINE OF SAID TOWER ON THE SOUTH LINE OF THE NORTH 200 FEET OF SA CONVEYED TO WABASH RAILROAD IN DR 58, PG 329 A FIRST MIDWEST BANK SUCCESSOR TRUSTEE TO TRUST NORTH 89 DEGREES 45 MINUTES 26 SECONDS WEST / FEET OF SAID LOT 2, A DISTANCE OF 349.62 FEET TO (MEASURED AT RIGHT ANGLES) FROM THE CENTERLINE 150 FEET NORTHWESTERLY (MEASURED AT RIGHT ANGLI AFOREMENTIONED; THENCE NORTH 64 DEGREES 50 MIN CENTERLINE OF SAID TOWER LINE A DISTANCE OF 186 THE NORTH 120 FEET OF THE NORTH 200 FEET OF SA SAID TRUST LAND; THENCE SOUTH 89 DEGREES 45 MI LINE OF THE NORTH 120 FEET OF SAID LOT 2 AND A DISTANCE OF 261.34 FEET TO A POINT ON THE EAST OF THE NORTHWEST QUARTER (NW $\frac{1}{4}$) OF SAID SECTION 04 SECONDS WEST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER (NW $\frac{1}{4}$) OF SAID LOT 9 A DISTAN OF THIS DESCRIPTION.

PREPARED BY MARBACH, BRADY & WEAVER, INC.

CONTAINING 1.236 ACRES OF LAND.





NW COR
NW1/4
SEC 9
IRON
STAKE
FOUND

0590
DR 2000 08151 3 0
3:

W. Line NW1/4 Sec. 9

IRON
STAKE

PARCEL 1

PART OF THE NORTH 200 FEET OF GOVERNMENT LOT 1 AND GOVERNMENT LOT 2 IN THE NORTH HALF (N½) OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 7 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE COUNTY OF LAKE, STATE OF INDIANA, DESCRIBED AS FOLLOWS:

ASSUME THE NORTH LINE OF SAID SECTION 9 TO HAVE A BEARING OF SOUTH 89 DEGREES 45 MINUTES 26 SECONDS EAST: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1 AND THE NORTHEAST CORNER OF SAID LOT 2, SAID POINT BEING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE¼) OF SAID SECTION 9; THENCE SOUTH 89 DEGREES 45 MINUTES 26 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1 AND THE NORTH LINE OF SAID SECTION 9 A DISTANCE OF 342.78 FEET TO A POINT WHICH IS 47.5 FEET SOUTHEASTERLY (MEASURED AT RIGHT ANGLES) FROM THE CENTERLINE OF A STEEL TOWER LINE; THENCE SOUTH 64 DEGREES 50 MINUTES 12 SECONDS WEST PARALLEL WITH THE CENTERLINE OF SAID TOWER LINE A DISTANCE OF 466.17 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 200 FEET OF SAID LOT 2, BEING THE SOUTH LINE OF LAND CONVEYED TO WABASH RAILROAD IN DR 58, PG 329 AND THE SOUTH LINE OF LAND CONVEYED TO FIRST MIDWEST BANK SUCCESSOR TRUSTEE TO TRUST NUMBER P-5456 IN DR 2006-059035; THENCE NORTH 89 DEGREES 45 MINUTES 26 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH 200 FEET OF SAID LOT 2 A DISTANCE OF 349.62 FEET TO A POINT WHICH IS 47.5 FEET NORTHWESTERLY (MEASURED AT RIGHT ANGLES) FROM THE CENTERLINE OF A PARALLEL TOWER LINE, SAID POINT BEING 150 FEET NORTHWESTERLY (MEASURED AT RIGHT ANGLES) FROM THE SOUTHEASTERLY LINE AFOREMENTIONED; THENCE NORTH 64 DEGREES 50 MINUTES 12 SECONDS EAST PARALLEL WITH THE CENTERLINE OF SAID TOWER LINE A DISTANCE OF 186.47 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 120 FEET OF THE NORTH 200 FEET OF SAID LOT 2 AND A POINT ON THE NORTH LINE OF SAID TRUST LAND; THENCE SOUTH 89 DEGREES 45 MINUTES 26 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH 120 FEET OF SAID LOT 2 AND ALONG THE NORTH LINE OF SAID TRUST LAND A DISTANCE OF 261.34 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2, BEING ON THE EAST LINE OF THE NORTHWEST QUARTER (NW¼) OF SAID

**Marbach, Brady
& Weaver, Inc.**

3220 Southview Dr.

Elkhart, IN 46514

574.266.1010

Fax 574.262.3040

info@marbachpls.com

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Land Surveying Since 1918

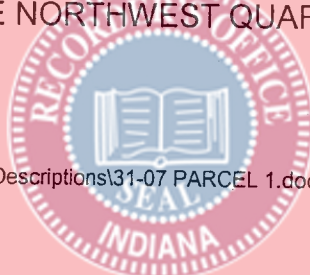


Exhibit F

Blumberg No. 5137

Page 1 of 6

SECTION 9; THENCE NORTH 00 DEGREES 38 MINUTES 04 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 2 AND ALONG THE EAST LINE OF THE NORTHWEST QUARTER (NW¼) OF SAID LOT 9 A DISTANCE OF 120 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION.

PREPARED BY MARBACH, BRADY & WEAVER, INC.

CONTAINING 1.236 ACRES OF LAND.



PARCEL 2

PART OF GOVERNMENT LOT 1, BEING PART OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 7 WEST, IN THE COUNTY OF LAKE AND PART OF THE NORTHWEST QUARTER (NW $\frac{1}{4}$) OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 7 WEST 7 WEST OF THE SECOND PRINCIPAL MERIDIAN IN THE COUNTY OF PORTER, STATE OF INDIANA, DESCRIBED AS FOLLOWS:

ASSUME THE NORTH LINE OF SAID SECTION 9 TO HAVE A BEARING OF SOUTH 89 DEGREES 45 MINUTES 26 SECONDS EAST: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, BEING THE NORTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH 00 DEGREES 28 MINUTES 08 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 9 A DISTANCE OF 189.53 FEET TO A POINT WHICH IS 75 FEET NORTHERLY (MEASURED AT RIGHT ANGLES) OF THE CENTERLINE OF A TOWER LINE, SAID POINT BEING THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 78 DEGREES 14 MINUTES 16 SECONDS EAST PARALLEL WITH THE CENTERLINE OF SAID TOWER LINE A DISTANCE OF 56.48 FEET TO A POINT; THENCE NORTH 27 DEGREES 56 MINUTES 11 SECONDS EAST PARALLEL WITH AND 75 FEET NORTHWESTERLY (MEASURED AT RIGHT ANGLES) FROM THE CENTERLINE OF SAID TOWER LINE A DISTANCE OF 7.26 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LAND DEEDED TO THE WABASH RAILROAD COMPANY IN DR 47, PG 241, SAID POINT BEING 50 FEET SOUTHERLY (MEASURED AT RIGHT ANGLES) FROM THE CENTERLINE OF THE RIGHT-OF-WAY AS FORMERLY OCCUPIED BY A SINGLE TRACK; THENCE EASTWARDLY ALONG A CURVE TO THE RIGHT (R= 7074.55 FEET) A DISTANCE OF 166.83 FEET (CHORD: SOUTH 88 DEGREES 01 MINUTES 27 SECONDS EAST, 166.83 FEET) TO A POINT WHICH IS 75 FEET SOUTHEASTERLY OF THE CENTERLINE OF SAID TOWER LINE; THENCE SOUTH 27 DEGREES 56 MINUTES 11 SECONDS WEST PARALLEL WITH AND 75 FEET SOUTHEASTERLY (MEASURED AT RIGHT ANGLES) FROM CENTERLINE OF SAID TOWER LINE A DISTANCE OF 150.72 FEET TO A POINT; THENCE SOUTH 78 DEGREES 14 MINUTES 16 SECONDS WEST PARALLEL WITH AND 75 FEET SOUTHERLY OF THE CENTERLINE OF SAID TOWER LINE A DISTANCE OF 574.31 FEET TO A POINT ON A NORTHERLY LINE OF LAND CONVEYED TO STATE OF INDIANA IN DR 1190, PG 547; THENCE NORTHWESTERLY, SOUTHWESTERLY AND SOUTHWARDLY ALONG NORTHERLY LINES OF

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& Weaver, Inc.

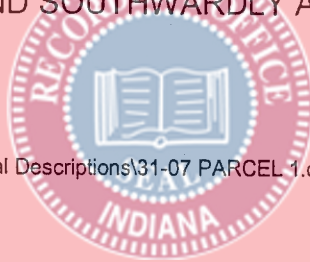
3220 Southview Dr.

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574.266.1010

Fax 574.262.3040

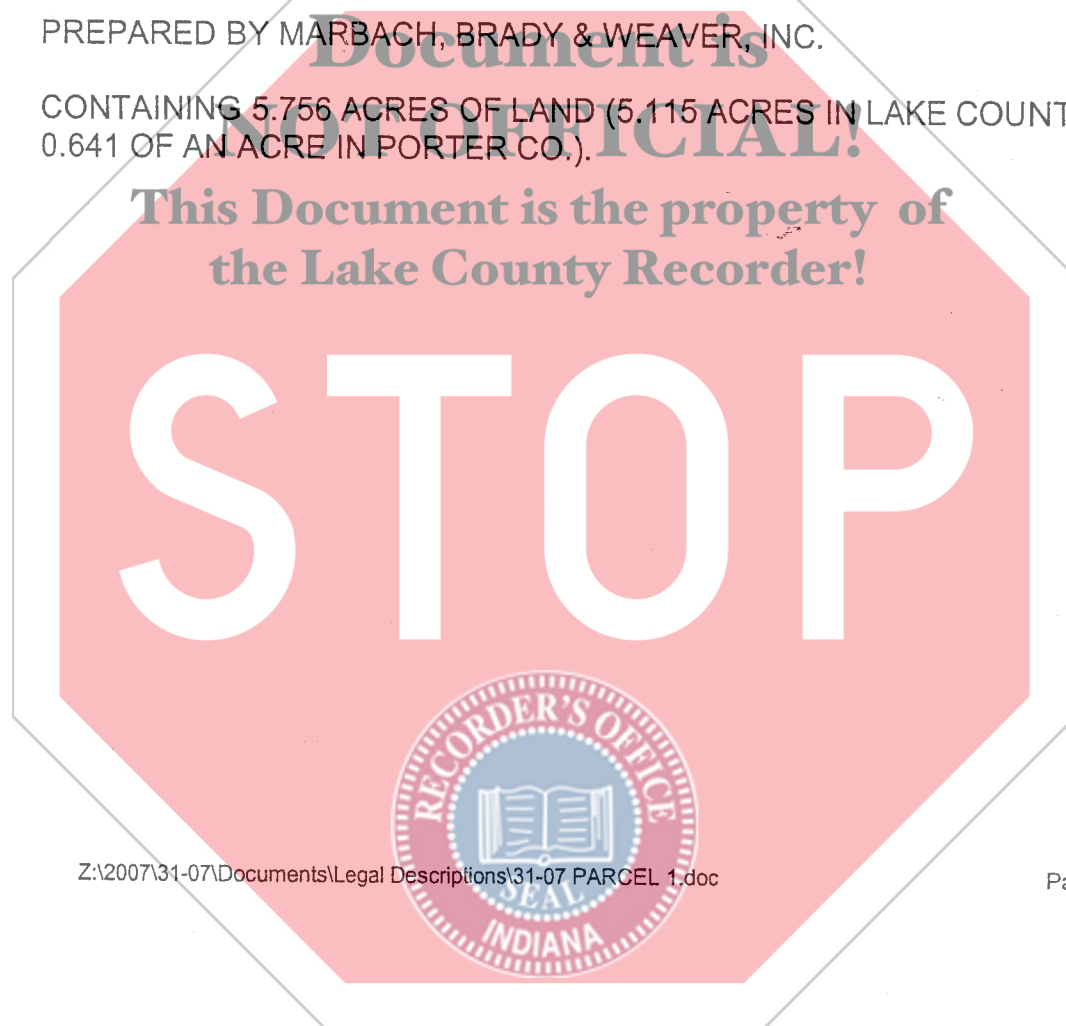
info@marbachpls.com



SAID STATE LAND, ALONG THE FOLLOWING 3 COURSES: NORTH 30 DEGREES 57 MINUTES 28 SECONDS WEST, 42.44 FEET; SOUTH 78 DEGREES 35 MINUTES 32 SECONDS WEST, 66.42 FEET; SOUTH 13 DEGREES 33 MINUTES 12 SECONDS WEST, 44.81 FEET TO A POINT WHICH IS 75 FEET SOUTHERLY OF THE CENTERLINE OF SAID TOWER LINE; THENCE SOUTH 78 DEGREES 14 MINUTES 16 SECONDS WEST PARALLEL WITH AND 75 FEET SOUTHERLY OF THE CENTERLINE OF SAID TOWER LINE A DISTANCE OF 976.83 FEET TO A POINT ON THE WESTERLY LINE OF LAND CONVEYED TO WABASH RAILROAD COMPANY IN DR 37, PG 91 AND THE EASTERLY LINE OF LAND CONVEYED TO STATE OF INDIANA IN DR 1190, PG 553; THENCE NORTH 11 DEGREES 00 MINUTES 46 SECONDS WEST ALONG THE WESTERLY LINE OF SAID RAILROAD COMPANY AND THE EASTERLY LINE OF SAID STATE LAND A DISTANCE OF 150.01 FEET TO A POINT, WHICH IS 75 FEET NORTHERLY OF THE CENTERLINE OF SAID TOWER LINE AND 506 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER (NE¼) OF SAID SECTION 9; THENCE NORTH 78 DEGREES 14 MINUTES 16 SECONDS EAST PARALLEL WITH AND 75 FEET NORTHERLY OF THE CENTERLINE OF SAID TOWER LINE A DISTANCE OF 1521.43 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION.

PREPARED BY MARBACH, BRADY & WEAVER, INC.

CONTAINING 5.756 ACRES OF LAND (5.115 ACRES IN LAKE COUNTY, 0.641 OF AN ACRE IN PORTER CO.).



PARCEL 3

PART OF THE NORTHWEST QUARTER (NW¼) OF SECTION 10,
TOWNSHIP 36 NORTH, RANGE 7 WEST OF THE SECOND PRINCIPAL
MERIDIAN, IN THE COUNTY OF PORTER, STATE OF INDIANA,
DESCRIBED AS FOLLOWS:

ASSUME THE NORTH LINE OF SECTION 9, TOWNSHIP 36 NORTH,
RANGE 7 WEST TO HAVE A BEARING OF SOUTH 89 DEGREES 45
MINUTES 26 SECONDS EAST: COMMENCING AT THE NORTHWEST
CORNER OF SAID SECTION 10; THENCE SOUTH 00 DEGREES 28
MINUTES 08 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION
10 A DISTANCE OF 14.90 FEET TO A POINT ON THE SOUTHERLY RIGHT-
OF-WAY LINE OF U.S. HIGHWAY 20; THENCE SOUTH 81 DEGREES 42
MINUTES 08 SECONDS EAST ALONG THE SOUTHERLY RIGHT-OF-WAY
LINE OF SAID HIGHWAY A DISTANCE OF 134.34 FEET TO THE PLACE
OF BEGINNING OF THIS DESCRIPTION, SAID POINT BEING 75 FEET
NORTHWESTERLY (MEASURED AT RIGHT ANGLES) OF THE
CENTERLINE OF A TOWER LINE; THENCE CONTINUING SOUTH 81
DEGREES 42 MINUTES 08 SECONDS EAST ALONG THE SOUTHERLY
LINE OF SAID HIGHWAY A DISTANCE OF 159.26 FEET TO A POINT
WHICH IS 75 FEET SOUTHEASTERLY (MEASURED AT RIGHT ANGLES)
FROM THE CENTERLINE OF SAID TOWER LINE; THENCE SOUTH 27
DEGREES 56 MINUTES 11 SECONDS WEST PARALLEL WITH THE
CENTERLINE OF SAID TOWER LINE A DISTANCE OF 25.48 FEET TO A
POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF LAND DEEDED TO
THE WABASH RAILROAD COMPANY IN DR 47, PG 241, SAID POINT
BEING 50 FEET NORTH OF THE CENTERLINE OF SAID RIGHT-OF-WAY
AS FORMERLY OCCUPIED BY THE CENTERLINE OF THE SINGLE
TRACK; THENCE WESTWARDLY ALONG A CURVE TO THE LEFT (R=
7174.55 FEET) A DISTANCE OF 166.29 FEET (CHORD: NORTH 87
DEGREES 38 MINUTES 09 SECONDS WEST, 166.29 FEET) TO A POINT
WHICH IS 75 FEET NORTHWESTERLY OF THE CENTERLINE OF SAID
TOWER LINE; THENCE NORTH 27 DEGREES 56 MINUTES 11 SECONDS
EAST PARALLEL WITH THE CENTERLINE OF SAID TOWER LINE A
DISTANCE OF 43.73 FEET TO THE PLACE OF BEGINNING OF THIS
DESCRIPTION.

PREPARED BY MARBACH, BRADY & WEAVER, INC.

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574.266.1010

Fax 574.262.3040

info@marbachpls.com



CONTAINING 0.118 OF AN ACRE OF LAND.

CONTAINING A TOTAL OF 7.110 ACRES OF LAND IN ALL 3 TRACTS.

RE: DR 2006-059035 (LAKE COUNTY)
DR 2006-020025 (PORTER COUNTY)

