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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MICHAEL D. BROWN
RECORDER

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DECLARATION OF RIGHTS AND EASEMENT RESERVATION AGREEMENT

THIS DECLARATION OF RIGHTS AND EASEMENT RESERVATION AGREEMENT ("Agreement") is made as of June 10, 2014, between NCB Development XXV LLC, an Illinois limited liability company ("Seller") and JARP Investments, LLC, an Illinois limited liability company ("Purchaser") for the purpose of Seller's easement reservation described in this Agreement.

A. EASEMENT

Seller, for good and valuable consideration, to be received in conjunction with the sale of real property located in Lake County, Indiana, as more particularly described in the attached Exhibit "A" ("Burdened Property") to Purchaser, reserves all grant(s) and/or reservation(s) of easement(s) for the benefit of the real estate described in the attached Exhibit "B" ("Benefited Property") contained:

(i) on the plat of Fox Moor subdivision recorded in Plat Book 103, Page 20, as Document No.: 2008-060560, in the Office of the Recorder of Lake County, Indiana; and

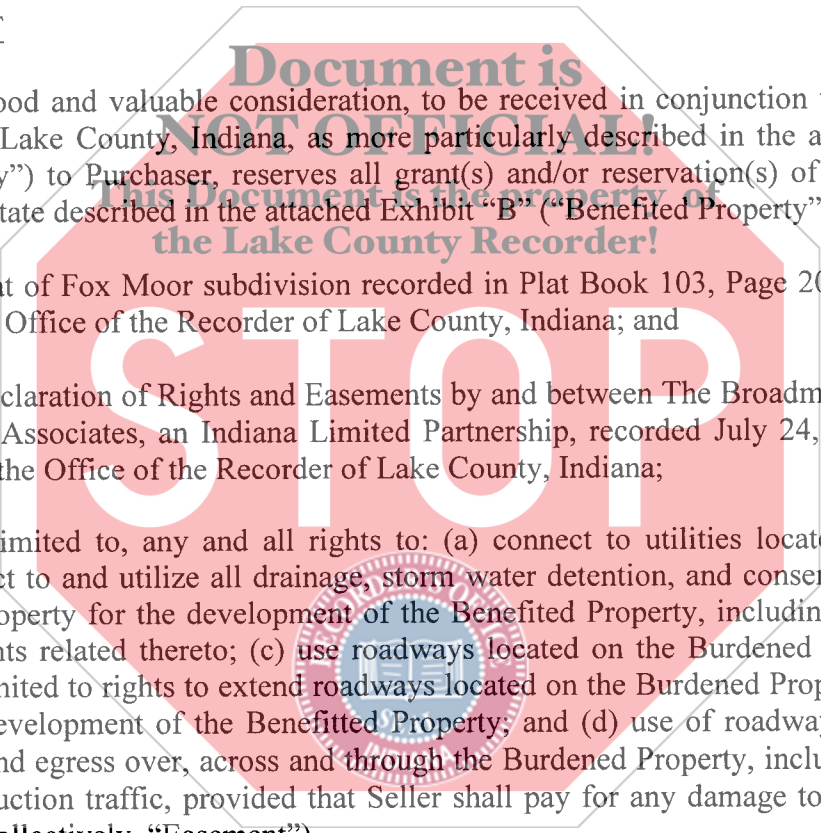
(ii) in the Declaration of Rights and Easements by and between The Broadmoor Corporation and Broadmoor Oxford Associates, an Indiana Limited Partnership, recorded July 24, 1973 as Instrument Number 212635, in the Office of the Recorder of Lake County, Indiana;

including, but not limited to, any and all rights to: (a) connect to utilities located on the Burdened Property; (b) connect to and utilize all drainage, storm water detention, and conservation areas located on the Burdened Property for the development of the Benefited Property, including any zoning and/or land use requirements related thereto; (c) use roadways located on the Burdened Property for access, including but not limited to rights to extend roadways located on the Burdened Property for commercial and/or residential development of the Benefited Property; and (d) use of roadways for vehicular and pedestrian ingress and egress over, across and through the Burdened Property, including but not limited to access for construction traffic, provided that Seller shall pay for any damage to roads, normal wear and tear excepted (collectively, "Easement").

The Easement shall be an appurtenance to the Benefited Parcel, shall run with the land and be an interest in realty.

CHICAGO TITLE INSURANCE COMPANY

~~NO SALAS DISCLOSURE NEEDED~~
Approved Assessor's Office
By: _____



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PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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B. RIGHTS.

1. Right to Install Utilities and/or Improvements.

Seller and Purchaser further acknowledge and agree that Seller intends to sell and/or otherwise develop the Benefited Property and Seller shall have the right to install utilities and/or improvements within the Easement to service the Benefited Property. If Seller determines, in its sole discretion, that such installation of improvements is necessary, then Seller shall provide Purchaser with thirty (30) days' written notice of its intent to install such improvements. Seller will be responsible only for the cost of the improvements necessary to extend utilities (including any expansion of the detention beyond its current capacity) to service the Benefited Property and otherwise Purchaser shall be responsible for the cost of the improvements on the Burdened Property. .

2. Right to Elect Inclusion in Homeowner's Association.

Seller reserves the right to subject any and all residential portions of the Benefited Parcel to the (1) Covenants, conditions and restrictions contained in Declaration of Covenants and Restrictions contained in the plat of Fox Moor Unit 1A and 2A, recorded August 26, 2008 as Instrument Number 2008-060560 and plat of Fox Moor Unit 1B recorded June 17, 2008 as Instrument 2008-044272; and (2) Covenants, conditions and restrictions For Fox Moor, Unit 1B and Fox Moor, Unit 1A and Unit 2A, recorded September 3, 2008, as Instrument Number 2008-062119.

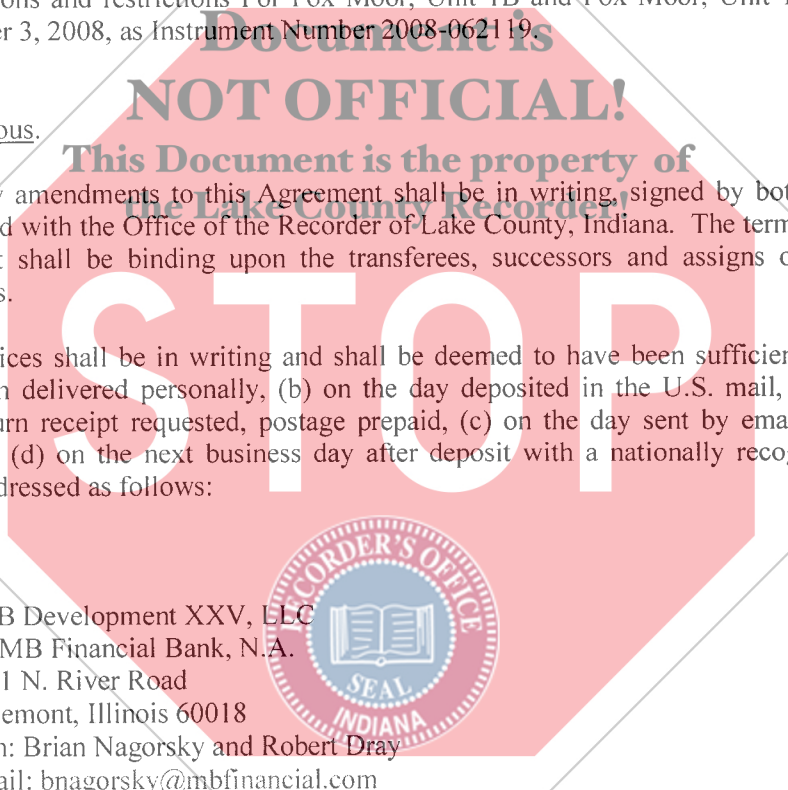
C. Miscellaneous.

1. Any amendments to this Agreement shall be in writing, signed by both Purchaser and Seller, and recorded with the Office of the Recorder of Lake County, Indiana. The terms and conditions of this Agreement shall be binding upon the transferees, successors and assigns of the respective undersigned parties.

2. Notices shall be in writing and shall be deemed to have been sufficiently given for all purposes: (a) when delivered personally, (b) on the day deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, (c) on the day sent by email during normal business hours, or (d) on the next business day after deposit with a nationally recognized overnight courier service, addressed as follows:

To Seller:

NCB Development XXV, LLC
c/o MB Financial Bank, N.A.
6111 N. River Road
Rosemont, Illinois 60018
Attn: Brian Nagorsky and Robert Dray
Email: bnagorsky@mbfinancial.com
rdray@mbfinancial.com



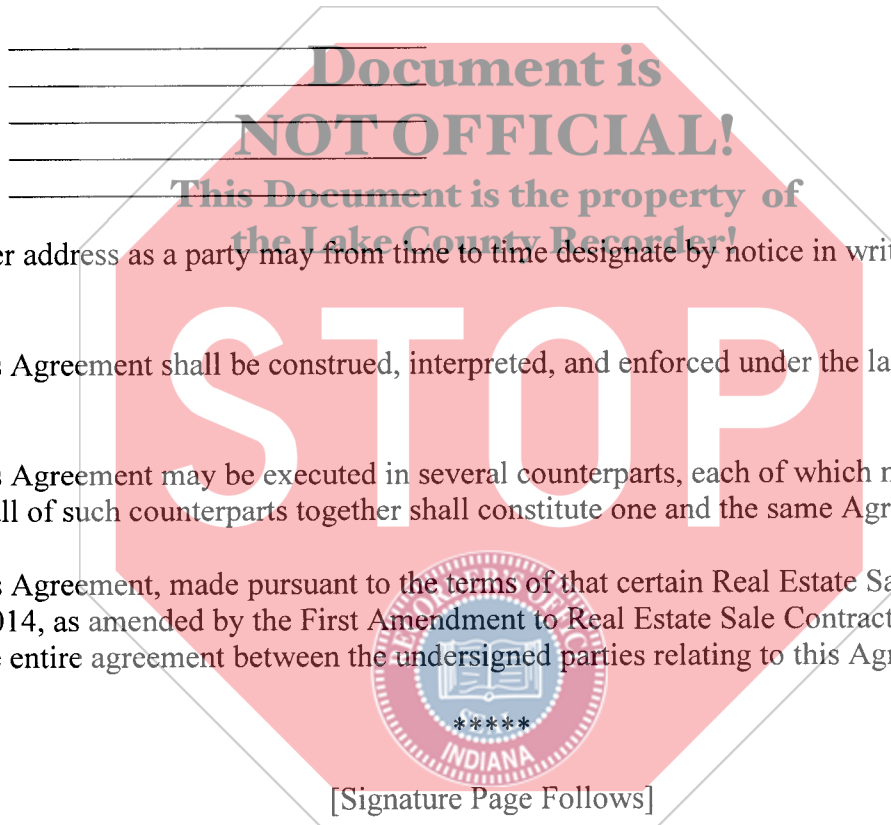
With copy to:

Genetos Retson & Yoon LLP
1000 E. 80th Place, Suite 555 North
Merrillville, Indiana 46410
Attn: Lee Lane
Email: lee@grymlaw.com

To Purchaser:

JARP Investments, LLC
1300 E Woodfield Road, Suite 460
Schaumburg, IL 60173
Attn: Steve Arway
Steve@dcafinancial.com

With copy to:



or at such other address as a party may from time to time designate by notice in writing to the other party.

3. This Agreement shall be construed, interpreted, and enforced under the laws of the State of Indiana.

4. This Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Agreement.

5. This Agreement, made pursuant to the terms of that certain Real Estate Sale Contract dated January 10, 2014, as amended by the First Amendment to Real Estate Sale Contract dated May 9, 2014, constitutes the entire agreement between the undersigned parties relating to this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, this Declaration of Rights and Easement Reservation Agreement has been duly executed by the parties hereto on the date appearing below.

Dated this 6 day of June 2014.

SELLER:

NCB Development XXV LLC,
an Illinois limited liability company

By: *Robert T. Anderson*

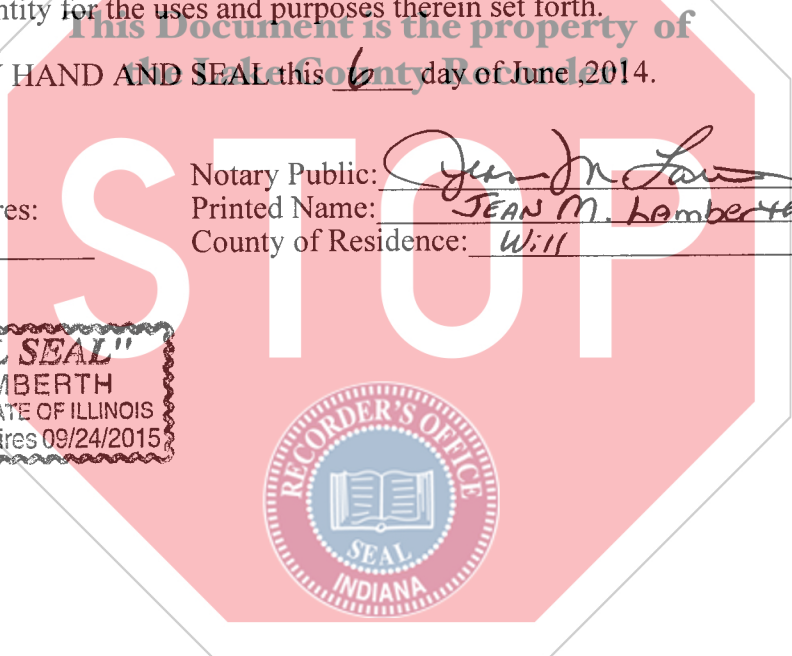
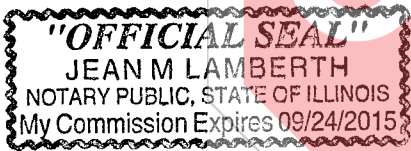
Its: Robert T Anderson

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

BEFORE ME, the undersigned, a Notary Public, on June 6, 2014, personally appeared Robert T. Anderson, personally known to me to be the same person whose name is subscribed to the foregoing Declaration of Rights and Easement Reservation Agreement, as MANAGER of NCB Development XXV, LLC, an Illinois limited liability company, and being first duly sworn by me upon oath, acknowledged that such person has read and understands the foregoing and that he has affixed his name to and delivered said document as his own free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.

WITNESS MY HAND AND SEAL this 6 day of June, 2014.

My Commission Expires: 9/24/2015
Notary Public: *Jean M. Lambirth*
Printed Name: JEAN M. LAMBERTH
County of Residence: Will



PURCHASER:

JARP Investments, LLC, an Illinois limited liability company

By: [Signature]

Its: member managed

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

BEFORE ME, the undersigned, a Notary Public, on June 10, 2014, personally appeared JAMES M. REGAN, personally known to me to be the same person whose name is subscribed to the foregoing Declaration of Rights and Easement Reservation Agreement, as MEMBER/MANAGER of JARP Investments, LLC, an Illinois limited liability company, and being first duly sworn by me upon oath, acknowledged that such person has read and understands the foregoing and that he has affixed his name to and delivered said document as his own free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.

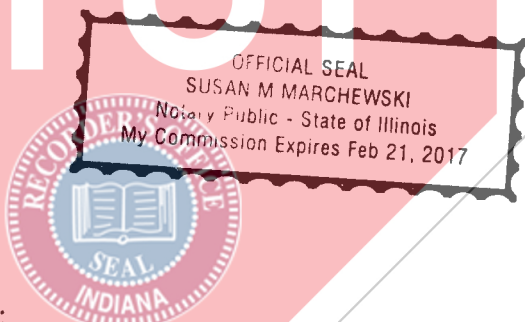
WITNESS MY HAND AND SEAL this 10 day of June, 2014.

My Commission Expires: _____
Notary Public: [Signature]
Printed Name: SUSAN M MARCHEWSKI
County of Residence: COOK

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Lee I. Lane

This Instrument Prepared By:

Lee I. Lane
Genetos Retson & Yoon LLP
1000 E. 80th Place, Suite 555 North
Merrillville, IN 46410



After recording, please return this document to:
Post Closing Department
Chicago Title Insurance Company-National Division
10 S. LaSalle Street, Suite 3100
Chicago, IL 60603
ATTN: Dorothy Heitz

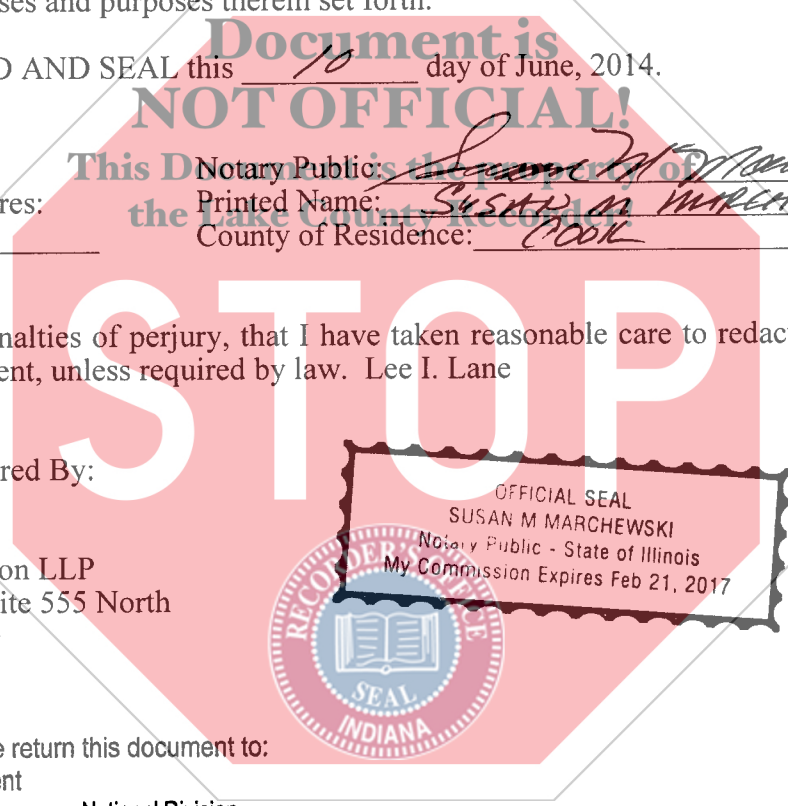


EXHIBIT "A"

Legal Description of Burdened Property

PARCEL 1:

PARCEL "A" STORM WATER DETENTION & CONSERVATION AREA, FOX MOOR UNIT 1A AND 2A, AN ADDITION TO THE TOWN OF MERRILLVILLE, INDIANA, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 103, PAGE 20, AS DOCUMENT NO. 2008-060560, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 2:

PARCEL "B" DRAINAGE & CONSERVATION EASEMENT, FOX MOOR UNIT 1A AND 2A, AN ADDITION TO THE TOWN OF MERRILLVILLE, INDIANA, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 103, PAGE 20, AS DOCUMENT NO. 2008-060560, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 3:

PARCEL "C" CONSERVATION AREA, FOX MOOR UNIT 1A AND 2A, AN ADDITION TO THE TOWN OF MERRILLVILLE, INDIANA, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 103, PAGE 20, AS DOCUMENT NO. 2008-060560, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 4:

LOTS 1 THRU 10, 27 THRU 30, 32 THRU 34, 40, 42 THRU 59, 62 THRU 68, 95 THRU 123, 135 THRU 161 IN FOX MOOR UNIT 1A AND 2A, AN ADDITION TO THE TOWN OF MERRILLVILLE IN THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, LYING NORTH OF THE RIGHT-OF-WAY LINE OF HIGHWAY U.S. 30 AND LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF THE CHICAGO AND ERIE RAILROAD, WHICH PLAT WAS RECORDED AS DOCUMENT NUMBER 2008-060560 IN BOOK 103 PAGE 20, LAKE COUNTY, INDIANA.

PARCEL 5:

APPURTENANT DRAINAGE EASEMENT, FOX MOOR UNIT 1A AND 2A, AN ADDITION TO THE TOWN OF MERRILLVILLE, INDIANA, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 103, PAGE 20, AS DOCUMENT NO. 2008-060560, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 6:

LOTS 26, 35, 36, 37, 38, 39, 60 AND 61 IN FOX MOOR UNIT 1B, AN ADDITION TO THE TOWN OF MERRILLVILLE IN THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, LYING NORTH OF THE RIGHT-OF-WAY LINE OF HIGHWAY U.S. 30 AND LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF THE CHICAGO AND ERIE RAILROAD, WHICH PLAT WAS RECORDED AS DOCUMENT NUMBER 2008-044272 IN BOOK 102 PAGE 87, LAKE COUNTY, INDIANA.

PARCEL 7:

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN MERRILLVILLE, INDIANA, SAID PARCEL DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 34 IN BROADMOOR, A PLANNED UNIT DEVELOPMENT AS SHOWN IN PLAT BOOK 51, PAGE 39 (SHEET 4) IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, THENCE SOUTH 00 DEGREES 30 MINUTES 58 SECONDS EAST (BASIS OF BEARINGS IS ASSUMED), 906.96 FEET ALONG THE WESTERLY LINE OF SAID BROADMOOR PLANNED UNIT DEVELOPMENT; THENCE SOUTH 49 DEGREES 47 MINUTES 02 SECONDS WEST, 298.09 FEET ALONG THE WESTERLY LINE OF SAID BROADMOOR PLANNED UNIT DEVELOPMENT TO THE SOUTHEAST CORNER OF LOT 26 IN FOX MOOR, UNIT 1B AS SHOWN IN PLAT BOOK 102, PAGE 87 IN SAID RECORDER'S OFFICE; THENCE NORTH 40 DEGREES 12 MINUTES 58 SECONDS WEST, 150.00 FEET ALONG THE NORTHEASTERLY LINE OF SAID LOT 26 TO THE NORTHEAST CORNER OF SAID LOT 26; THENCE THE FOLLOWING FOUR COURSES AND DISTANCES ALONG THE SOUTHEASTERLY, EAST, AND NORTHEASTERLY LINES OF WRIGHT STREET AS SHOWN ON SAID FOX MOOR, UNIT 1B PLAT: 1.) NORTH 49 DEGREES 47 MINUTES 02 SECONDS EAST, 119.68 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 230.00 FEET; 2.) THENCE NORTHEASTERLY 201.92 FEET ALONG SAID CURVE; 3.) THENCE NORTH 00 DEGREES 30 MINUTES 58 SECONDS WEST, 503.82 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 230.00 FEET; 4.) THENCE NORTHWESTERLY 245.67 FEET ALONG SAID CURVE; THENCE NORTH 61 DEGREES 42 MINUTES 55 SECONDS WEST, 71.15 FEET ALONG THE NORTHEASTERLY LINE OF WEST 77TH AVENUE IN FOX MOOR, UNIT 1A AND 2A, AS SHOWN IN PLAT BOOK 103, PAGE 20 IN SAID RECORDER'S OFFICE TO THE SOUTHEAST CORNER OF LOT 10 IN SAID FOX MOOR, UNIT 1A AND 2B; THENCE NORTH 28 DEGREES 17 MINUTES 05 SECONDS EAST, 150.00 FEET ALONG THE SOUTHEASTERLY LINE OF SAID LOT 10 TO THE NORTHEAST CORNER OF SAID LOT 10, SAID CORNER BEING ON THE SOUTHWESTERLY LINE OF LOT 39 IN SAID BROADMOOR PLANNED UNIT DEVELOPMENT; THENCE SOUTH 61 DEGREES 42 MINUTES 55 SECONDS EAST, 295.88 FEET ALONG THE SOUTHWESTERLY LINES OF LOTS 39, 38, 37, 36, AND 35 IN SAID BROADMOOR PLANNED UNIT DEVELOPMENT TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 4.73 ACRES MORE OR LESS.

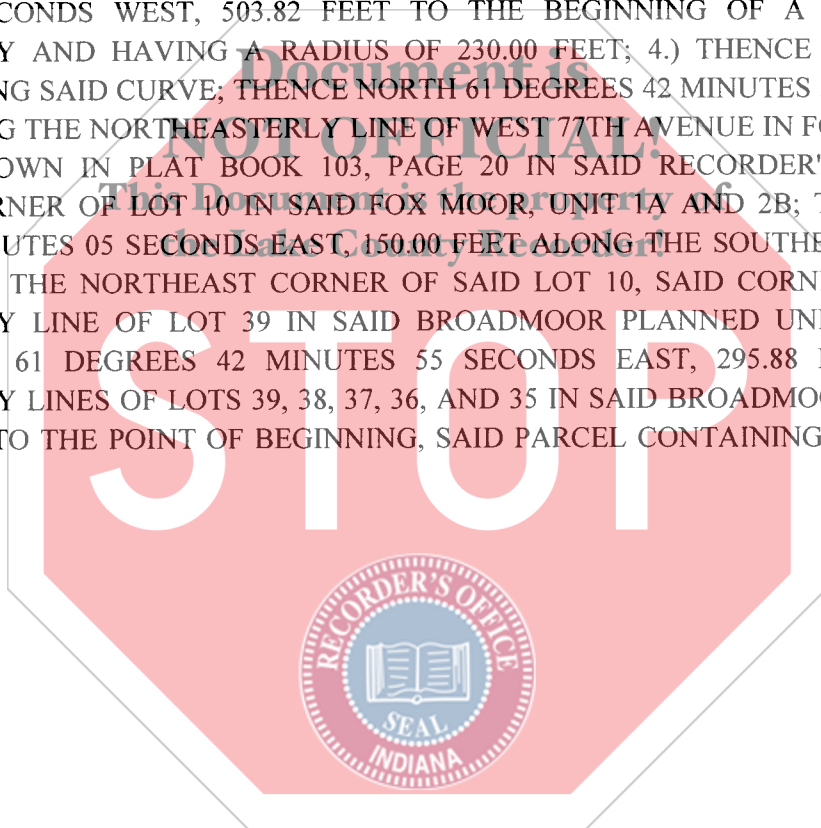


EXHIBIT "B"

Legal Description of Benefited Property

ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, LYING EAST OF THE EAST RIGHT OF WAY LINE OF THE CHICAGO AND ERIE RAILROAD AND THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH RIGHT OF WAY LINE OF HIGHWAY U.S. 30 (ALSO KNOWN AS LINCOLN HIGHWAY) AND LYING EAST OF THE EAST RIGHT OF WAY LINE OF THE CHICAGO AND ERIE RAILROAD, EXCEPTING THE FOLLOWING DESCRIBED PARCELS:

(A) A PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS COMMENCING AT A POINT ON THE EAST LINE, 1702.30 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER; THENCE WEST FOR A DISTANCE OF 610.28 FEET; THENCE SOUTH 19 DEGREES 40 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 513.66 FEET TO THE EXISTING NORTH LINE OF LINCOLN HIGHWAY (ALSO KNOWN AS HIGHWAY U.S. 30); THENCE SOUTH 77 DEGREES 16 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF LINCOLN HIGHWAY (ALSO KNOWN AS HIGHWAY U.S. 30) FOR A DISTANCE OF 516.10 FEET; THENCE NORTH FOR A DISTANCE OF 174.0 FEET; THENCE EAST FOR A DISTANCE OF 230.0 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 19; THENCE NORTH ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 19, FOR A DISTANCE OF 434.69 FEET TO THE POINT OF BEGINNING.

(B) A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, LYING NORTH OF THE LINCOLN HIGHWAY (ALSO KNOWN AS HIGHWAY U.S. 30) IN LAKE COUNTY, INDIANA, DESCRIBED AS: BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SAID NORTHWEST QUARTER WITH THE NORTH RIGHT-OF-WAY LINE OF 200 FOOT WIDE LINCOLN HIGHWAY (ALSO KNOWN AS HIGHWAY U.S. 30) AS NOW OCCUPIED AND MONUMENTED, SAID POINT OF INTERSECTION BEING IN THE CENTERLINE OF WHITCOMB STREET AND 2361.5 FEET SOUTH OF A RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; AS MEASURED ALONG THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH ALONG THE EAST LINE OF SAID NORTHWEST QUARTER 226.0 FEET; THENCE WEST AT RIGHT ANGLES 230 FEET; THENCE SOUTH AT RIGHT ANGLES 174.0 FEET, MORE OR LESS, TO THE NORTH RIGHT-OF-WAY LINE OF 200 FOOT WIDE LINCOLN HIGHWAY (ALSO KNOWN AS HIGHWAY U.S. 30); THENCE SOUTHEASTERLY ALONG SAID NORTH RIGHT-OF-WAY OF LINCOLN HIGHWAY (ALSO KNOWN AS HIGHWAY U.S. 30) 235.9 FEET TO THE POINT OF BEGINNING.

(C) A PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE DUE SOUTH ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1702.30 FEET TO THE NORTHEAST

CORNER OF LINCOLNWAY PLAZA; THENCE DUE WEST ALONG THE NORTH LINE OF LINCOLNWAY PLAZA; A DISTANCE OF 610.28 FEET TO THE NORTHWEST CORNER OF LINCOLNWAY PLAZA; THENCE SOUTH 19 DEGREES 40 MINUTES WEST ALONG THE WESTERLY LINE OF SAID LINCOLNWAY PLAZA A DISTANCE OF 513.66 FEET TO THE EXISTING NORTH RIGHT-OF-WAY OF LINCOLN HIGHWAY (ALSO KNOWN AS HIGHWAY U.S. 30); THENCE NORTH 77 DEGREES 16 MINUTES WEST ALONG SAID NORTH RIGHT-OF-WAY OF LINCOLN HIGHWAY (ALSO KNOWN AS HIGHWAY U.S. 30), A DISTANCE OF 387.75 FEET; THENCE NORTH 18 DEGREES 34 MINUTES 15 SECONDS EAST A DISTANCE OF 307.50 FEET; THENCE NORTH 49 DEGREES 25 MINUTES 02 SECONDS EAST A DISTANCE OF 940.85 FEET; THENCE NORTH 0 DEGREES 52 MINUTES 58 SECONDS WEST A DISTANCE OF 906.96 FEET; THENCE NORTH 62 DEGREES 04 MINUTES 55 SECONDS WEST A DISTANCE OF 494.27 FEET; THENCE DUE NORTH A DISTANCE OF 83.85 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 12 MINUTES EAST ALONG SAID NORTH LINE A DISTANCE OF 800.0 FEET TO THE PLACE OF BEGINNING.

(D) A PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER: THENCE DUE SOUTH ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1702.30 FEET TO THE NORTHEAST CORNER OF LINCOLNWAY PLAZA; THENCE DUE WEST ALONG THE NORTH LINE OF SAID LINCOLNWAY PLAZA, A DISTANCE OF 610.28 FEET TO THE NORTHWEST CORNER OF LINCOLNWAY PLAZA; THENCE SOUTH 19 DEGREES 40 MINUTES WEST ALONG THE WESTERLY LINE OF SAID LINCOLNWAY PLAZA A DISTANCE OF 513.66 FEET (THE FOREGOING PORTION OF THIS DESCRIPTION BEGINNING WITH THE WORDS "COMMENCING AT THE" IS QUOTED FROM INSTRUMENT NUMBER 991495) TO THE NORTHERN BOUNDARY OF U.S.R. 30 (LINCOLN HIGHWAY); THENCE NORTH 76 DEGREES 54 MINUTES 00 SECONDS WEST 387.75 FEET (DISTANCE QUOTED FROM INSTRUMENT NUMBER 991495) ALONG THE BOUNDARY OF SAID U.S.R. 30 TO THE EASTERN LINE OF THE OWNER'S LAND; THENCE NORTH 76 DEGREES 54 MINUTES 00 SECONDS WEST 581.75 FEET ALONG SAID BOUNDARY TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 76 DEGREES 54 MINUTES 00 SECONDS WEST 594.99 FEET ALONG SAID BOUNDARY TO THE SOUTHWESTERN LINE OF THE OWNER'S LAND; THENCE NORTH 29 DEGREES 14 MINUTES 05 SECONDS WEST 135.1 FEET ALONG SAID SOUTHWESTERN LINE; THENCE SOUTH 76 DEGREES 54 MINUTES 00 SECONDS EAST 254.10 FEET; THENCE SOUTH 85 DEGREES 25 MINUTES 51 SECONDS EAST 101.12 FEET; THENCE SOUTH 76 DEGREES 54 MINUTES 00 SECONDS EAST 150.00 FEET; THENCE SOUTH 62 DEGREES 51 MINUTES 50 SECONDS EAST 103.08 FEET TO THE POINT OF BEGINNING. ALL BEARINGS IN THIS DESCRIPTION WHICH ARE NOT QUOTED FROM PREVIOUS INSTRUMENTS ARE BASED ON THE BEARING SYSTEM FOR STATE HIGHWAY PROJECT NII-F-200-1 (016). THE ABOVE LAND WAS APPROPRIATED BY THE STATE OF INDIANA IN CAUSE NO. 45D04-9503-CP-00332, LAKE SUPERIOR COURT IN GARY ON DECEMBER 9, 1998 AND RECORDED JUNE 22, 1999 AS DOCUMENT 99005331.

AND FURTHER EXCEPTING FROM AFORESAID PORTION OF THE NORTHWEST QUARTER OF SECTION 19, THE SOUTH 40 FEET, BEING A FRONTAGE ROAD DESCRIBED TO THE BOARD OF

COUNTY COMMISSIONERS OF LAKE COUNTY, INDIANA IN DOCUMENT NUMBER 175806 AS RECORDED ON NOVEMBER 13, 1972 IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA.

(E) ALL OF FOX MOOR. UNIT 1B, AN ADDITION TO THE TOWN OF MERRILLVILLE, INDIANA, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 102, PAGE 87, AS DOCUMENT NO. 2008 044272. IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

(F) ALL OF FOX MOOR UNIT 1A AND 2A. AN ADDITION TO LIRE TOWN OF MERRILLVILLE, INDIANA, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 103, PAGE 20, AS DOCUMENT NO. 2008 60560, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

(G) TAX KEY NO. 45-12-19-126-003.000-030
(PROPOSED FOX MOOR, UNIT 1C)

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN MERRILLVILLE, INDIANA, SAID PARCEL DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 34 IN BROADMOOR, A PLANNED UNIT DEVELOPMENT AS SHOWN IN PLAT BOOK 51, PAGE 39 (SHEET 4) IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, THENCE SOUTH 00 DEGREES 30 MINUTES 58 SECONDS EAST (BASIS OF BEARINGS IS ASSUMED), 906.96 FEET ALONG THE WESTERLY LINE OF SAID BROADMOOR PLANNED UNIT DEVELOPMENT; THENCE SOUTH 49 DEGREES 47 MINUTES 02 SECONDS WEST, 298.09 FEET ALONG THE WESTERLY LINE OF SAID BROADMOOR PLANNED UNIT DEVELOPMENT TO THE SOUTHEAST CORNER OF LOT 26 IN FOX MOOR, UNIT 1B AS SHOWN IN PLAT BOOK 102, PAGE 87 IN SAID RECORDER'S OFFICE; THENCE NORTH 40 DEGREES 12 MINUTES 58 SECONDS WEST, 150.00 FEET ALONG THE NORTHEASTERLY LINE OF SAID LOT 26 TO THE NORTHEAST CORNER OF SAID LOT 26; THENCE THE FOLLOWING FOUR COURSES AND DISTANCES ALONG THE SOUTHEASTERLY, EAST, AND NORTHEASTERLY LINES OF WRIGHT STREET AS SHOWN ON SAID FOX MOOR, UNIT 1B PLAT: 1.) NORTH 49 DEGREES 47 MINUTES 02 SECONDS EAST, 119.68 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 230.00 FEET; 2.) THENCE NORTHEASTERLY 201.92 FEET ALONG SAID CURVE; 3.) THENCE NORTH 00 DEGREES 30 MINUTES 58 SECONDS WEST, 503.82 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 230.00 FEET; 4.) THENCE NORTHWESTERLY 245.67 FEET ALONG SAID CURVE; THENCE NORTH 61 DEGREES 42 MINUTES 55 SECONDS WEST, 71.15 FEET ALONG THE NORTHEASTERLY LINE OF WEST 77TH AVENUE IN FOX MOOR, UNIT 1A AND 2A, AS SHOWN IN PLAT BOOK 103, PAGE 20 IN SAID RECORDER'S OFFICE TO THE SOUTHEAST CORNER OF LOT 10 IN SAID FOX MOOR, UNIT 1A AND 2B; THENCE NORTH 28 DEGREES 17 MINUTES 05 SECONDS EAST, 150.00 FEET ALONG THE SOUTHEASTERLY LINE OF SAID LOT 10 TO THE NORTHEAST CORNER OF SAID LOT 10, SAID CORNER BEING ON THE SOUTHWESTERLY LINE OF LOT 39 IN SAID BROADMOOR PLANNED UNIT DEVELOPMENT; THENCE SOUTH 61 DEGREES 42 MINUTES 55 SECONDS EAST, 295.88 FEET ALONG THE SOUTHWESTERLY LINES OF LOTS 39, 38, 37, 36, AND 35 IN SAID BROADMOOR PLANNED UNIT DEVELOPMENT TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 4.73 ACRES MORE OR LESS.