

14

2

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 071840

2015 OCT 22 PM 1:47

MICHAEL D. DROTH
RECORDER

EASEMENT AGREEMENT

This Agreement made and entered into this 18 day of September, 2015, by and between Doubletree Golf LLC, (hereinafter referred to as "Grantor") and DBL Residential, L.P. and Double Tree Lake Estates, LLC (hereinafter referred to as "Grantee").

Recitals:

1. Grantor is the owner in fee simple of the following described real estate located in Lake County, Indiana:

SEE ATTACHED SHEET FOR LEGAL DESCRIPTION marked as Exhibit "A"

2. That DBL Residential, L.P. and Doubletree Lake Estates, LLC are the owners in fee simple of a parcel of real estate in Lake County, Indiana, described as follows:

SEE ATTACHED SHEET FOR LEGAL DESCRIPTION marked as Exhibit "B"

3. Doubletree Golf LLC is the owner in fee simple of a parcel of real estate in Lake County, Indiana described as follows:

SEE ATTACHED SHEET FOR LEGAL DESCRIPTION marked as Exhibit "D".

4. That Grantee desires an easement for ingress and egress over a portion of Grantor's real estate located in Lake County, Indiana, and more particularly described as follows:

SEE ATTACHED SHEET FOR DESCRIPTION marked as Exhibit "C", (hereinafter referred to as "Easement Parcel")

5. That Grantor owns a parcel of real estate that includes a road leading from Randolph Street to a clubhouse and that said road is contiguous to a parcel of real estate owned by Grantee.



14-40044

FILED

OCT 22 2015

JOHN E. PETALAS
LAKE COUNTY AUDITOR

016128

#37 CC
M-E
M-T

6. That the parties now deem it to be in their best interest to formalize an agreement for Grantee to have use of said roadway easement and to provide for its use and maintenance.
7. That Doubletree Golf, LLC shall convey the real estate set forth in Exhibit "A" to Guillermo Delgado but desires to retain the rights to use the "Easement Parcel" for their retained parcel in Exhibit "D".
8. That Grantor therefore will reserve an easement over and upon the "Easement Parcel" for its use and benefit to parcel in Exhibit "D" after conveyances of said parcel Exhibit "A".

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein the parties agree as follows:

1. That Grantor grants to Grantee an easement over and upon that parcel as set forth in Exhibit "C" and known as roadway easement for the purposes of ingress and egress to Grantee's property.
2. That the parties agree that the sole purpose of said easement is for a roadway to provide ingress and egress from Randolph Street to Grantee's property.
3. That the parties agree not to obstruct, impede, or interfere one with the other in the reasonable use of said easement and improvements thereon for the purposes of ingress and egress, to and from their respective properties.
4. That the parties further agree that they will not use or permit anyone on their behalf to use the easement in such a way to cause damage to the roadway located on the easement, however acknowledging that construction traffic will take a toll (however see paragraph 17 below).
5. That the parties herein acknowledge that at some point the Grantee will seek to develop the property that is set forth in Exhibit "B" and "D" and will require access over said roadway easement for said development.

6. The Grantee agrees that at such time as it develops said property as set forth in Exhibit "B" and "D", Grantee shall use its best efforts to secure as part of the development a roadway into its development from Randolph Street to be used for access to and from said property for development and construction. Said best efforts shall be met if Grantee proposes a preliminary proposed plat with the Randolph Street access to the Town of Winfield and the Town refuses with no reasonably acceptable modifications to allow said access to Randolph Street.
7. The parties agree that Grantee shall have the right to install one or two turn lanes, as set forth hereinafter in paragraph 8 from the Westbound side of the driveway easement from Randolph Street turning South crossing the Eastbound roadway of the roadway easement into Grantor's (Doubletree Golf, LLC) property.

All costs and expenses including but not limited to the permits, locating and construction shall be at the sole expense of the Grantee herein and Grantee shall do said construction at such times that it does not block access to Grantor's building and parking lot which means said construction can only be done during those hours that Grantor is not operating his business and Grantee acknowledges that Grantor's business will be a restaurant and that such work shall be performed during such hours as the Grantor's place of business is not operating. The parties agree to coordinate the times so that said construction of the turning lane does not impede or impair Grantor's business operation.

8. Grantee shall be allowed one turn lane in the event that the Town of Winfield grants an entry road from Randolph Street and two turn lands in the event Town of Winfield denies any entry from Randolph Street.
9. The parcel contained in the easement south of the main East-West road and East of the Grantor parking lot, said parcel usually referred to as a "Dog Leg" is to be used solely for the traffic for construction purposes and that portion shall terminate either upon completion of construction of parcel B&D or the granting of a roadway by the Town of Winfield to Randolph Street. If however the Town of Winfield does not grant road access off Randolph Street the Dog Leg shall become a permanent access easement, however all costs of maintenance, repair and replacement shall be responsibility of Grantee.

10. The Grantee shall not remove any of the lights on said roadway but shall place the turn lane in an area so as to not require the removal of any lights. In addition, Grantor and Grantee shall agree to the placement of the turn lane(s).
11. Grantor shall not be responsible for any snow removal of that portion of the turn lane as exists or will exist on the Grantee's property which maintenance shall be the sole expense of Grantee.
12. All parties agree that the roadway constructed upon said easement shall be maintained in a good condition so as to enable easy access and movement upon the roadway.
13. All parties agree to share equally the cost of maintaining, repairing, and replacing the roadway across said easement including but not limited to maintenance and repair cost of electric for lighting and maintenance of lights (if Grantee's construction traffic uses said roadway at such time that the lights are necessary or if Grantee uses said easement for residents vehicular traffic in and to said subdivision) or in the alternative if Grantee uses the roadway easement for a permanent easement to and from its parcels then they shall be responsible for the repair costs and maintenance of said lights. In addition, Grantee shall share equally the cost snow removal when needed for the roadway easement as set forth herein. Grantor shall not be responsible for snow removal for Grantor's parking lot and Grantor shall submit a separate bill to Grantee for the roadway snow removal.
14. Grantor shall upon receipt of a billing for snow removal (for roadway easement only) shall immediately tender said bill to Grantee who shall then reimburse Grantor for one-half of the cost of said snow removal within seven days of receipt of said bill.
15. In the event there is repair or replacement of the roadway Grantor shall secure a bid for the repairs to be performed and shall submit a copy of said bid to the Grantee who shall have fifteen days thereafter to investigate and tender input or alternatives but Grantor shall not be bound by any input or alternative by Grantee but may take the same into consideration.

Grantor shall then have the repairs performed by the contractor of his choice and shall again submit a bill to Grantee who shall then remit payment within seven days.

16. If any party intentionally or negligently damages said roadway said negligent party shall be responsible for the cost of said repair, replacement of the roadway so as to restore it to its condition prior to the damage solely at the cost of the party negligently or intentionally performing said damage.
17. In the event Grantee is required to use the roadway for construction the parties both acknowledge that the construction traffic will incur more than the normal wear and tear of said roadway and in that event Grantee shall be solely responsible for the cost of the repair and replacement of said roadway.
18. In the event any legal action is necessary to enforce the terms of this agreement or to collect any sums due and owing by virtue of repair, replacement or maintenance as set forth in this agreement the prevailing party shall be entitled to recover its reasonable attorney fees, court costs and expenses incurred by reason of enforcing his rights hereunder.
19. That Grantor hereby reserves the right to use said "Easement Parcel" Exhibit "C" at such time as it conveys the parcel in Exhibit "A" for the use and benefit of its retained parcel in Exhibit "D" all upon the same terms and conditions of this agreement and for the uses and purposes state herein.
20. The Grantee, its successors and/or assigns further agree that when they develop the parcels set out in Exhibit "B" and "D" that as part of said development they will form a Property Owners Association, which shall be recorded as Restrictive Covenants at the time of Recording all plats and shall be covenants running with the land prior to the sale of any lots or parcels, that at a minimum will be put into existence to continue the terms of the easement and be bound by the terms of this easement at the time when Grantee has "sold out" the development so that there is an entity to collect for the costs associated with the continued obligations under said easement including but not limited to the maintenance, upkeep and repair of the roadway easement.
21. The parties acknowledge that Grantee may not begin development of the property immediately so the parties agree that the obligation for maintenance and snow removal shall begin upon Grantee beginning any work on said property that will cause any traffic over said easement including but not limited to moving of any earth



for the development of any infrastructure, grading, hauling in or out of dirt. In the event, however, that someone by virtue of working for or under grantee, including but not limited to surveyor, architect, soil tester, engineer, does damage to the road prior to any infrastructure work, grantee shall still be liable under this agreement for those repairs caused by its agents, employees, or contractors.

22. This Agreement is binding upon and shall inure to the parties hereto, their successors, heirs and/or assigns.

IN WITNESS WHEREOF the parties have duly executed this instrument this 18 day of September, 2015.

DOUBLETREE GOLF, LLC.

DEBURESDENTIAL, L.P.

Document is NOT OFFICIAL!

By: _____

Russell K. Atkins
Simon Management, LLC
MANAGER OF MADRM, LLC
MANAGEMENT
MEMBER OF
DEBTOR

By: _____


Russell K. Atkins
MANAGEMENT OF MADRM, LLC
MANAGEMENT
MEMBER OF
DEBTOR
Simon Management, LLC
MANAGEMENT
MEMBER OF
DEBTOR
DOUBLE TREE LAKE ESTATES, LLC
MANAGEMENT
MEMBER OF
DEBTOR
ATKINS
MANAGEMENT
MEMBER OF
DEBTOR

STOP



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Subscribed and sworn to before me, a Notary Public, this 18th day of September, 2015, personally appeared RANDALL K. MINAS the MANAGER/MEMBER for Doubletree Golf, LLC and acknowledged the execution of the above and foregoing instrument as his voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and sealed this 18th day of September, 2015.

Notary Public

My Commission expires:
County of residence:

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

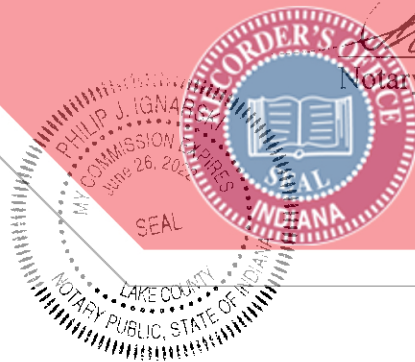
Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

Subscribed and sworn to before me, a Notary Public, this 18th day of September, 2015, personally appeared RANDALL K. MINAS the MANAGER/MEMBER of DBL Residential, L.P. and acknowledged the execution of the above and foregoing instrument as their voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and sealed this 18th day of September, 2015.

Notary Public

My Commission expires:
County of residence:



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Subscribed and sworn to before me, a Notary Public, this 18th day of September, 2015, personally appeared RANDALL K. MINAS the MANAGER/MEMBER of Double Tree Lake Estates, LLC and acknowledged the execution of the above and foregoing instrument as their voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and sealed this 18th day of September, 2015.


Notary Public

My Commission expires:
County of residence:



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.




RICHARD A. ZUNICA

This Instrument Prepared By: Richard A. Zunica, Attorney at Law, 162 Washington Street, Lowell, IN 46356, 219-696-0100; File No. 15-9347

EXHIBIT A

PARCEL B-1: That part of the Northeast Quarter of Section 5, Township 34 North, Range 7 West of the Second Principal Meridian, described as follows: Beginning at the Northeast corner of said Northeast Quarter; thence South 0 degrees 4 minutes 12 seconds East, along the East line of said Northeast Quarter, 73.54 feet; thence due West 1037.57 feet to a 5/8 inch rebar with yellow cap stamped "West-Heim Firm #0037" (hereinafter referred to as "West-Heim Monument"); thence South 31 degrees 21 minutes 38 seconds West 11.38 feet to a West-Heim Monument; thence South 15 degrees 6 minutes 21 seconds East 160.28 feet to a West-Heim Monument; thence South 7 degrees 56 minutes 50 seconds West 157.68 feet to a West-Heim Monument; thence South 67 degrees 50 minutes 4 seconds West 197.33 feet to a West-Heim Monument; thence North 0 degrees 4 minutes 29 seconds West 136.14 feet to a West-Heim Monument; thence North 60 degrees 18 minutes 31 seconds West 378.25 feet to a West-Heim Monument; thence North 0 degrees 4 minutes 26 seconds West 143.12 feet to a West-Heim Monument on the North line of said Northeast Quarter; thence North 89 degrees 55 minutes 31 seconds East, along said North line, 1535.13 feet to the Point of Beginning; all in Lake County, Indiana.



EXHIBIT B

PARCEL C-1: THAT PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 7 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 0 DEGREES 16 MINUTES 52 SECONDS WEST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 757.37 FEET TO A MAG NAIL AT A POINT OF BEGINNING; THENCE NORTH 89 DEGREES 59 MINUTES 30 SECONDS WEST 212.69 FEET TO 5/8 INCH STEEL PIPE WITH RED CAP STAMPED "LEC 29500004" (HEREINAFTER REFERRED TO AS AN "L.E.C. PIPE") AT A POINT OF CURVATURE; THENCE SOUTHWESTERLY, ALONG A CURVE, CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 260.00 FEET AND A 267.15 FOOT CHORD BEARING SOUTH 59 DEGREES 5 MINUTES 39 SECONDS WEST, AN ARC DISTANCE OF 280.57 FEET TO AN L.E.C. PIPE; THENCE NORTH 63 DEGREES 7 MINUTES 17 SECONDS WEST 125.07 FEET TO AN L.E.C. PIPE; THENCE SOUTH 26 DEGREES 52 MINUTES 43 SECONDS WEST 320.00 FEET TO THE NORTHEAST CORNER OF LOT 269 IN DOUBLETREE LAKE ESTATES WEST PHASE SIX, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 18, 2006, AS DOCUMENT NUMBER 2006-030728 IN PLAT BOOK 99 PAGE 40, AND AMENDED BY PLAT RECORDED IN PLAT BOOK 100, PAGE 38, AND FURTHER AMENDED BY PLAT RECORDED IN PLAT BOOK 101, PAGE 18; THENCE SOUTH 40 DEGREES 8 MINUTES 28 SECONDS EAST 109.91 FEET, ALONG THE NORTHEAST LINE OF SAID LOT 269, TO THE SOUTHEAST CORNER OF SAID LOT; THENCE NORTHEASTERLY, ALONG THE NORTH LINE OF 103RD AVENUE, BEING A CURVE, CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 300.00 FEET AND A 119.52 FOOT CHORD BEARING NORTH 38 DEGREES 22 MINUTES 7 SECONDS EAST, AN ARC DISTANCE OF 120.32 FEET TO A CORNER OF SAID DOUBLETREE LAKE ESTATES WEST PHASE SIX; THENCE SOUTH 44 DEGREES 26 MINUTES 56 SECONDS EAST, ALONG A NORTHWEST LINE OF SAID DOUBLETREE LAKE ESTATES WEST PHASE SIX, 62.74 FEET TO THE NORTHEAST CORNER OF LOT 5 IN SAID DOUBLETREE LAKE ESTATES WEST PHASE SIX; THENCE SOUTH 35 DEGREES 39 MINUTES 27 SECONDS EAST, ALONG THE NORTHEAST LINE OF LOTS 5 AND 6 IN SAID DOUBLETREE LAKE ESTATES WEST PHASE SIX, 158.41 FEET TO AN L.E.C. PIPE; THENCE NORTH 26 DEGREES 52 MINUTES 43 SECONDS EAST 333.80 FEET TO AN L.E.C. PIPE; THENCE NORTH 36 DEGREES 0 MINUTES 31 SECONDS WEST 45.19 FEET TO AN L.E.C. PIPE; THENCE NORTHEASTERLY, ALONG A CURVE CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 200.00 FEET AND A 126.20 FOOT CHORD BEARING NORTH 71 DEGREES 37 MINUTES 2 SECONDS EAST, AN ARC DISTANCE OF 128.39 FEET TO AN L.E.C. PIPE AT A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 59 MINUTES 30 SECONDS EAST 225.36 FEET TO A MAG NAIL ON THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 0 DEGREES 16 MINUTES 52 SECONDS EAST, ALONG SAID EAST LINE, 85.82 FEET TO THE POINT OF BEGINNING; IN LAKE COUNTY, INDIANA.

PARCEL C-2: That part of the Northeast Quarter of Section 5, Township 34 North, Range 7 West of the Second Principal Meridian, described as follows: Beginning at the Northeast corner of Doubletree Lake Estates West Phase Three, according to the plat thereof recording October 22, 2003, in Book 94 Page 57, as Document Number 2003-113743; thence North 36 degrees 0 minutes 31 seconds West, along the Northwesterly extension of the most Northerly East line of said Phase Three, 45.19 feet to a 5/8 inch steel pipe with red cap stamped "LEC 29500004" (hereinafter referred to as an "L.E.C. Pipe"); thence North 26 degrees 31 minutes 39 seconds East 333.80 feet to an L.E.C. pipe; thence North 37 degrees 7 minutes 31 seconds West 133.04 feet to an L.E.C. pipe; thence Northeasterly, along a curve convex to the Northwest and having a radius of 200.00 feet and a 126.20 foot chord bearing North 71 degrees 15 minutes 58 seconds East, an arc distance of 128.39 feet to an L.E.C. pipe at a point of tangency; thence North 89 degrees 39 minutes 26 seconds East 225.36 feet to a mag nail on the East line of said Northeast quarter; thence South 0 degrees 4 minutes 12 seconds East, along said East line, 1074.04 feet to the mag nail; thence South 89 degrees 55 minutes 48 seconds West 50.00 feet; thence North 63 degrees 39 minutes 57 seconds West 114.79 feet to an L.E.C. pipe; thence North 34 degrees 12 minutes 7 seconds West 66.18 feet to an L.E.C. pipe; thence due North 89.52 feet to an L.E.C. pipe; thence South 89 degrees 55 minutes 48 seconds West 170.16 feet to an L.E.C. pipe on the East line of aforesaid Phase Three; thence North 0 degrees 4 minutes 12 seconds West, along said East line, 357.81 feet to a corner of said Phase Three; thence North 36 degrees 0 minutes 31 seconds West, along the most Northerly East line of said Phase Three, 47.16 feet to the Point of Beginning, all in Lake County, Indiana.

PARCEL C-3: That part of the Northeast Quarter of Section 5, Township 34 North, Range 7 West of the Second Principal Meridian, described as follows: Commencing at the Northeast corner of said Northeast Quarter, thence South 0 degrees 4 minutes 12 seconds East, along the East line of said Northeast Quarter, 1917.23 feet to a mag

nail at point of beginning; thence South 89 degrees 55 minutes 48 seconds West 50.00 feet; thence North 63 degrees 39 minutes 57 seconds West 114.79 feet to a 5/8 inch steel pipe with red cap stamped "LEC 29500004" (hereinafter referred to as an "L.E.C. Pipe"); thence North 34 degrees 12 minutes 7 seconds West 66.18 feet to an L.E.C. pipe; thence due North 89.52 feet to an L.E.C. pipe; thence South 89 degrees 55 minutes 48 seconds West 170.16 feet to an L.E.C. pipe on the East line of Doubletree Lake Estates West Phase Three, according to the plat thereof recorded October 22, 2003, in Book 94, page 57, as Document Number 2003-113743; thence South 0 degrees 4 minutes 12 seconds East, along said East line and the Northerly East line of Doubletree Lake Estates West Phase One, according to the Plat thereof recorded October 25, 2001, in Book 90, page 99, as Document Number 2001-086182, 339.65 feet to a corner of said Phase One; thence Northeasterly, along a North line of said Phase One, being a curve convex to the Northwest and having a radius of 560.00 feet and a 168.75 foot chord bearing North 80 degrees 59 minutes 30 seconds East, an arc distance of 169.39 feet to a point of tangency; thence North 89 degrees 39 minutes 26 seconds East, along said North line, 193.30 feet to the East line of said Northeast Quarter; thence North 0 degrees 4 minutes 12 seconds West, along said East line, 117.16 feet to the point of beginning, all in Lake County, Indiana.

PARCEL C-4: That part of the Northeast 1/4 of Section 5, Township 34 North, Range 7 West of the Second Principal Meridian, described as follows: Beginning at the Northwest corner of said Northeast 1/4; thence North 89°55'18" East, along the North line of said Northeast 1/4, 1104.98 feet to a 5/8 inch rebar with yellow cap stamped "West-Heim Firm #0037" (Hereinafter referred to as "West-Heim Monument"); thence South 0°4'26" East 143.02 feet to a West-Heim Monument; thence South 60°18'31" East 378.25 feet to a West-Heim Monument; thence South 0°4'29" East 87.33 feet to a 5/8 inch steel pipe with red cap stamped "LEC29500004" (Hereinafter referred to as "L.E.C. Pipe"); thence South 67°50'4" West 212.32 feet to an L.E.C. pipe at a point of curvature; thence Southwesterly along a curve convex to the Northwest and having a radius of 60.00 feet and a 56.82 foot chord bearing South 39°34'16" West, an arc distance of 59.19 feet to an L.E.C. Pipe; thence South 85°50'3" West 22.17 feet to an L.E.C. pipe; thence South 4°9'56" East 200.00 feet to an L.E.C. pipe; thence North 85°50'4" East 22.05 feet to an L.E.C. pipe; thence Southeasterly, along a curve convex to the Southwest and having a radius of 64.38 feet and a 45.50 foot chord bearing South 39°22'3" East, an arc distance of 46.50 feet to an L.E.C. pipe; thence South 14°12'0" West 22.39 feet to an L.E.C. pipe; thence South 75°48'00" East 260.00 feet to an L.E.C. pipe; thence North 14°12'0" East 20.21 feet to an L.E.C. pipe; thence Northeasterly along a curve convex to the Southeast and having a radius of 60.00 feet and a 54.15 foot chord bearing North 72°31'19" East, an arc distance of 56.18 feet to an L.E.C. pipe at a point of tangency; thence North 45°41'46" East, along a line tangent to last described curve, 43.88 feet; thence South 59°19'38" East 148.44 feet to an L.E.C. pipe; thence North 30°40'22" East, 47.31 feet to an L.E.C. pipe; thence South 68°56'11" East 311.36 feet to an L.E.C. pipe; thence North 21°3'49" East 164.52 feet to an L.E.C. Pipe; thence South 68°56'11" East 70.70 feet to an L.E.C. pipe; thence North 21°3'49" East, 130.00 feet to an L.E.C. pipe; thence North 68°56'11" West 297.15 feet to an L.E.C. pipe; thence North 20°6'41" East 121.90 feet to an L.E.C. pipe at a point of curvature; thence Northeasterly, along a curve convex to the Southeast and having a radius of 140.00 feet and a 62.87 foot chord bearing North 7°8'12" East, an arc distance of 63.41 feet to an L.E.C. pipe at a point of tangency; thence North 5°50'16" West 152.07 feet to an L.E.C. pipe at a point of curvature; thence Northwesterly, along a curve convex to the Northwest and having a radius of 60.00 feet and a 70.22 foot chord bearing North 41°39'18" West, an arc distance of 75.02 feet to an L.E.C. pipe at a point of tangency; thence North 77°28'21" West 297.63 feet to an L.E.C. pipe; thence North 15°6'21" West 61.77 feet to a West-Heim Monument; thence North 31°21'38" East 11.38 feet to a West-Heim Monument; thence due East 1037.57 feet to the East line of said Northeast 1/4 at a point that is 73.54 feet (as measured along said East line) South of the Northeast corner of said Northeast 1/4; thence South 0°4'12" East, along said East line, 683.83 feet to a mag nail; thence South 89°39'26" West 212.69 feet to an L.E.C. pipe; thence Southwesterly along a curve convex to the Northwest and having a radius of 260.00 feet and a 267.15 foot chord bearing South 58°44'35" West, an arc distance of 280.57 feet to an L.E.C. pipe; thence North 63°28'21" West 125.07 feet to an L.E.C. pipe; thence South 26°31'39" West 320.00 feet to an L.E.C. pipe; thence South 62°49'32" West 80.00 feet to an L.E.C. pipe; thence South 76°10'57" West 80.00 feet to an L.E.C. pipe; thence South 89°33'37" West 900.00 feet to an L.E.C. pipe; thence North 0°3'13" West 40.53 feet to an L.E.C. pipe; thence North 89°56'34" East 44.72 feet to an L.E.C. pipe; thence North 0°3'13" West 80.00 feet to an L.E.C. pipe; thence North 10°12'32" West 132.02 feet to an L.E.C. pipe; thence North 66°27'36" West 146.83 feet to an L.E.C. pipe; thence South 89°33'37" West 782.12 feet to an L.E.C. pipe on the West line of said Northeast 1/4; thence North 0°3'13" West, along said West line, 883.51 feet to the point of beginning; all in Lake County, Indiana.

Exhibit C

LEGAL DESCRIPTION

THAT PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 7 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 0°16'52" WEST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 73.34 FEET; THENCE NORTH 89°38'56" WEST 1037.57 FEET TO A 5/8 INCH REBAR WITH YELLOW CAP STAMPED "WEST-HEIM FIRM #0037" (HEREINAFTER REFERRED TO AS "WESTHEIM MONUMENT"); THENCE SOUTH 31°42'42" WEST 11.38 FEET TO A WEST-HEIM MONUMENT; THENCE SOUTH 14°45'17" EAST 160.28 FEET TO A WEST-HEIM MONUMENT; THENCE SOUTH 8°17'54" WEST 157.68 FEET TO A WEST-HEIM MONUMENT; THENCE SOUTH 68°11'08" WEST 197.33 FEET TO A WEST-HEIM MONUMENT; THENCE NORTH 0°16'35" EAST 26.98 FEET; THENCE NORTH 68°11'08" EAST 172.46 FEET; THENCE NORTH 8°20'32" EAST 129.00 FEET; THENCE NORTH 13°30'23" WEST 196.36 FEET; THENCE NORTH 89°46'42" WEST 167.55 FEET; THENCE NORTH 80°07'16" WEST 71.00 FEET; THENCE NORTH 89°43'38" WEST 221.91 FEET; THENCE NORTH 0°16'38" EAST 45.00 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 89°43'38" EAST, ALONG SAID NORTH LINE, 1535.13 FEET TO THE POINT OF BEGINNING; IN LAKE COUNTY, INDIANA.



Exhibit D

PARCEL B-2: That part of the Northeast Quarter of Section 5, Township 34 North, Range 7 West of the Second Principal Meridian, described as follows: Commencing at the Northeast corner of said Northeast Quarter; thence South 0 degrees 4 minutes 12 seconds East, along the East line of said Northeast Quarter, 73.54 feet; thence due West 1037.57 feet to a 5/8 inch rebar with yellow cap stamped "West-Heim Firm #0037" (hereinafter referred to as "West-Heim Monument"); thence S 31 degrees 21 minutes 38 seconds West 11.38 feet to a West-Heim Monument; thence South 15 degrees 6 minutes 21 seconds East 61.77 feet to a 5/8 inch steel pipe with red cap stamped "LEC 29500004" (hereinafter referred to as an "L.E.C. Pipe") at a point of beginning; thence continuing South 15 degrees 6 minutes 21 seconds East, along last course extended, 98.51 feet to a West Heim Monument; thence South 7 degrees 56 minutes 50 seconds West 157.68 feet to a West-Heim Monument; thence South 67 degrees 50 minutes 4 seconds West 197.33 feet to a West-Heim Monument; thence North 0 degrees 4 minutes 29 seconds West 48.81 feet to an L.E.C. pipe; thence South 67 degrees 50 minutes 4 seconds West 212.32 feet to an L.E.C. pipe at a point of curvature thence Southwesterly, along a curve convex to the Northwest and having a radius of 60.00 feet and a 56.82 foot chord bearing South 39 degrees 34 minutes 16 seconds West, an arc distance of 59.19 feet to an L.E.C. pipe; thence South 85 degrees 50 minutes 3 seconds West 22.17 feet to an L.E.C. pipe; thence South 4 degrees 9 minutes 56 seconds East 200.00 feet to an L.E.C. pipe; thence North 85 degrees 50 minutes 4 seconds East 22.05 feet to an L.E.C. pipe; thence Southeasterly, along a curve convex to the Southwest and having a radius of 64.38 feet and a 45.50 foot chord bearing South 39 degrees 22 minutes 3 seconds East, an arc distance of 46.50 feet to an L.E.C. pipe; thence South 14 degrees 12 minutes 0 seconds West 22.39 feet to an L.E.C. pipe; thence South 75 degrees 48 minutes 0 seconds East 260.00 feet to an L.E.C. pipe; thence North 14 degrees 12 minutes 0 seconds East 20.21 feet to an L.E.C. pipe; thence Northeasterly, along a curve convex to the Southeast and having a radius of 60.00 feet and a 54.15 foot chord bearing North 72 degrees 31 minutes 19 seconds East, an arc distance of 56.18 feet to an L.E.C. pipe at a point of tangency; thence North 45 degrees 41 minutes 46 seconds East, along a line tangent to last described curve, 48.38 feet to an L.E.C. pipe; thence South 59 degrees 19 minutes 38 seconds East 148.44 feet to an L.E.C. pipe; thence North 30 degrees 40 minutes 22 seconds East, 47.31 feet to an L.E.C. pipe; thence South 68 degrees 56 minutes 11 seconds East 311.36 feet to an L.E.C. pipe; thence North 21 degrees 3 minutes 49 seconds East 164.52 feet to L.E.C. pipe; thence South 68 degrees 56 minutes 11 seconds East 70.70 feet to an L.E.C. pipe; thence North 21 degrees 3 minutes 49 seconds East, 130.00 feet to an L.E.C. pipe; thence North 68 degrees 56 minutes 11 seconds West 297.15 feet to an L.E.C. pipe; thence North 20 degrees 6 minutes 41 seconds East 121.90 feet to an L.E.C. pipe at a point of curvature; thence Northeasterly, along a curve convex to the Southeast and having a radius of 140.00 feet and a 62.87 foot chord bearing North 7 degrees 8 minutes 12 seconds East, an arc distance of 63.41 feet to an L.E.C. pipe at a point of tangency; thence North 5 degrees 50 minutes 16 seconds West 152.07 feet to an L.E.C. pipe at a point of curvature; thence Northwesterly, along a curve convex to the Northwest and having a radius of 60.00 feet and a 70.22 foot chord bearing North 41 degrees 39 minutes 18 seconds West, an arc distance of 75.02 feet to an L.E.C. pipe at a point of tangency; thence North 77 degrees 28 minutes 21 seconds West 297.63 feet to the point of beginning, all in Lake County, Indiana

