

PURCHASE AGREEMENT

THIS AGREEMENT is entered into as of the 19th day of DECEMBER 2022, by and between the CITY OF HOBART REDEVELOPMENT COMMISSION (hereinafter referred to as "Seller") and HICKORY HOLLOW NWI, LLC, an Indiana limited liability company (hereinafter referred to as "Purchaser") to evidence the following understandings, covenants and agreements:

1. LEGAL DESCRIPTION

Purchaser agrees to buy and Seller agrees to sell certain property located at 4010 E. 61st Avenue, Hobart IN 46342, containing ± 59.5 acres as depicted on Exhibit "A". The legal description is as follows:

See attached legal description

Parcel No. 45-12-01-376-001.000-018
More commonly known as: 4010 E. 61st Avenue, Hobart IN 46342

AND ALSO, the land described in that certain Plat of Vacation dated 20th day of July, 2022 and recorded August 3, 2022 as Document No. 2022- 024961, which vacates that former public way described and shown on the Plat.

(the "Property").

The Property includes: (a) the land; and (b) all appurtenant rights, privileges and easements. All of the Property shall be free and clear of liens and security interests on the Closing Date (as defined in paragraph 6 below).

2. PURCHASE PRICE AND EARNEST MONEY

By this Agreement, Seller hereby agrees to sell and Purchaser agrees to purchase, subject to certain conditions contained herein, the Property. The total purchase price for the Property shall be Six Hundred Five Thousand Five Hundred and 00/100ths (\$605,500.00) Dollars. The Purchase Price shall be paid as follows:

- A. Earnest Money. Upon the execution of this Agreement by both parties, Purchaser shall deposit Initial Earnest Money of Twenty-Five Thousand and 00/100ths (\$25,000.00) Dollars with Greater Indiana Title Insurance Company to be held pursuant to the terms hereof. Purchaser shall deposit an additional \$150,000.00, as Additional Earnest Money, with Greater Indiana Title Insurance Company within 10 days after receipt of Secondary Plat for Phase 1 approval (for any portion of the Property) by the Plan Commission or within one (1) year of execution of this Agreement, whichever occurs first.

The Earnest Money Deposit shall be credited toward the Purchase Price at Closing or shall be otherwise dealt with according to the terms of this Agreement. If the closing does not occur because of Seller's default or because any condition of this Contract is not satisfied or waived, Purchaser shall be entitled to the Earnest Money. If Purchaser defaults, Seller shall be entitled to the Earnest Money as liquidated damages. The Earnest Money shall be held by the Escrow Agent until one of the following occurs: (1)

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the transaction closes and the Escrow Agent disburses the Earnest Money pursuant to the terms of this Agreement; (2) the parties provide the Escrow Agent with written instructions that both parties have signed that specify how the Escrow Agent is to disburse the Earnest Money; (3) the Escrow Agent receives a copy of a final court order that specifies to whom the Earnest Money is to be awarded; or (4) the funds become unclaimed and the Escrow Agent turns them over to the Division of Unclaimed Funds. However, if within two years from the date the Earnest Money is deposited with the Escrow Agent, the parties have not provided the Escrow Agent with such signed instructions or written notice that legal action to resolve the dispute has been filed, the Escrow Agent may return the Earnest Money to Purchaser with no further notice to Seller. Payment or refund of the Earnest Money shall not prejudice the rights of the non-defaulting party in an action for damages or specific performance against the defaulting party.

- B. \$200,000.00 shall be paid at closing which shall occur within 60 days after Purchaser receives Secondary Plat approval by the Plan Commission for Phase I of the Project. Purchaser shall diligently pursue all approvals for Secondary Plat with the City of Hobart; and
- C. \$230,500.00 shall be paid by Purchaser with a Redevelopment Commission financed Promissory Note and Mortgage. Purchaser and Purchaser's agent, Daniel P. Steiner, shall sign/guarantee the Promissory Note. The City of Hobart and the Redevelopment Commission shall subordinate the Mortgage to Purchaser's construction lender for the Project and cooperate with Purchaser and Purchaser's construction lender to memorialize the subordination by executing any reasonable instruments necessary in the reasonable discretion of the construction lender.

The Promissory Note, whether it expressly provides or not, shall be subject to certain potential credit provisions provided in the event of unforeseen circumstances relating to the Rakoczy Action (as defined in §3(D)(ii)). If at such time as Phase 2 must be commenced pursuant to §1.1(B) of the Development Agreement by and between the parties hereto, the Rakoczy Action is still pending and/or appeal rights are not exhausted or expired, then Purchaser shall elect, at Purchaser's sole discretion, to either:

1. Wait or pause Purchaser's obligations to proceed with development of Phase 2 of the Project (as defined in the Development Agreement) until such time as the Rakoczy Action is resolved and all appeal rights are exhausted or expired. During any delay elected by Purchaser, the interest on the Promissory Note shall also be paused for such time as the Rakoczy Action is still pending. The suspension of interest shall commence on the date that Purchaser was obligated to start construction of Phase 2 pursuant to Section 1.1(B) of the Development Agreement and ends on the date that the Rakoczy Action is resolved and all appeal rights are exhausted or expired.
2. Proceed with the development of Phase 2, which shall set aside the area in dispute in the Rakoczy Action resulting in the loss of lots within the Project. The parties acknowledge that this may require re-platting of the subdivision which Purchaser shall diligently undertake upon the election to proceed under this subsection (2). During the time beginning with the

election to proceed hereunder and the approval of the re-plat, interest shall be waived. Purchaser shall receive a credit of \$8,500 for the number of lots lost from the original plans for the Project and the final lot count after re-platting to remove the disputed right-of-way; provide however, that the credit under this provision shall be capped at, and shall not exceed, \$42,500.

3. If Purchaser initially elects option (1) above, and prior to the resolution of the Rakoczy Action, Purchaser may proceed with Phase 2 and elect (2) above.
4. If the result of the Rakoczy Action is such that the right-of-way which is the subject of the lawsuit is returned to public access and is not part of the Property, then the parties shall proceed under (2) above with Purchaser receiving the per lot credit against the outstanding balance of the Promissory Note.

3. OBLIGATIONS CONDITIONAL

A. Purchaser's Conditions Precedent. The Purchaser's obligations under this Agreement shall be subject to satisfaction of each of the following conditions listed in subparagraphs (1) through (7) inclusive (collectively, the "Conditions"). Seller shall pay the cost of a title commitment. Otherwise, except as set forth below, the cost of satisfying the Conditions shall be the responsibility of Purchaser.

Purchaser shall have a period of thirty (30) days commencing on the day that Purchaser receives a fully executed copy of this Agreement (the "Due Diligence Period") in which to determine if the Conditions have been met, except if another time frame is specified below. If, during the Due Diligence Period (or at the end of any applicable cure period), Purchaser determines that any Condition has not been reasonably satisfied, then Purchaser shall have the right to terminate this Agreement by written notice to Seller and Escrow Agent shall promptly refund the Earnest Money to Purchaser. If Purchaser terminates the Agreement as provided in this Section, then Purchaser agrees to deliver originals or copies of its inspection reports to Seller. However, if Purchaser has not notified Seller that any Condition remains unsatisfied by the expiration of the Due Diligence Period (or the end of any applicable cure period which extends beyond the Due Diligence Period), then all of the Conditions will conclusively be deemed to have been satisfied or waived.

- (1) Title. Seller, at Seller's sole cost and expense, shall order a commitment for an owner's policy of title insurance within ten (10) days after the date of execution of this Contract.
- (2) Survey. Seller has delivered to Purchaser any existing survey of the Property that Seller has in its possession within ten (10) days after the execution of this Contract.
- (3) Inspections. Purchaser shall have the right to make a thorough inspection of the Property. Seller shall cooperate with Purchaser and its engineers, analysts and appraisers, to provide access to the Property for the purpose of completing the inspections.

(4) Environmental Study. Purchaser may order a Phase I environmental site assessment to be performed regarding the Property, which assessment shall be made by a qualified environmental assessment professional person or organization. If such report concludes that the Property, or any part thereof, is unsuited for Purchaser's intended use of the Property due to land contamination by any Hazardous Material, as defined below, Purchaser shall have the option to terminate this Agreement in its entirety or as to such part of the Property which contains the contamination.

(5) Quantity of Utilities. Purchaser shall have satisfied itself that electricity, gas, water, telephone, sanitary sewer and storm sewers are available to the Property in sufficient capacities to service the Purchaser's proposed use of the Property.

(6) Zoning. Purchaser shall have determined that the current zoning of the Property permits Purchaser's intended use of the Property within 90 days of execution of this Agreement.

(7) Temporary Access Easement. Seller shall grant and assign to Purchaser all of its rights, privileges and options set forth in that certain Temporary Access Easement dated June 27, 2022 and recorded August 3, 2022 as Document No. 2022-024959 in the Office of the Recorder of Lake County, Indiana.

(8) Rakoczy Lawsuit. On or about August 4, 2022, a Complaint for Damages, Injunctive Relief, Declaratory Relief, Inverse Condemnation and Jury Demand was filed as Cause No. 45D11-2208-PL-000451 in the Lake Superior Court, Civil Division 7 naming the City of Hobart as defendant (the "Rakoczy Action"). The Rakoczy Action seeks, inter alia, to reverse or overturn the vacation of the former public right-of-way land described in that certain Plat of Vacation dated 20th day of July, 2022 and recorded August 3, 2022 as Document No. 2022- 024961.

B. Seller's Right to Cure. If any of the above reports or inspections disclose any materially adverse condition unacceptable to Purchaser, then the Purchaser shall promptly deliver written notice to the Seller and Seller shall have thirty (30) days to remedy (at Seller's sole cost and expense) any materially adverse condition Purchaser has objected to in writing. If Seller does not begin efforts reasonably calculated to remedy the objection within fifteen (15) days after the date of Purchaser's notice then Purchaser shall have the right to terminate this Agreement by written notice to the Seller and the Earnest Money shall be returned to Purchaser. However, in the event that Seller is unable or unwilling to cure any objection made by Purchaser, Purchaser may, by written notice to Seller, waive such condition and proceed to purchase the Property.

C. Inspections. Purchaser, or its consultants, shall have the right during the Due Diligence Period to enter upon the Property at reasonable times so as not to interfere with Seller's use of the Property, to gather such information, including, but not limited to, surveys, soils tests, and environmental assessment reports, as it deems necessary. Purchaser agrees to return or restore the Property to substantially its original state within a reasonable time period after the tests are conducted, not to exceed sixty (60) days after completion of the tests. Purchaser shall indemnify and hold Seller harmless from any and all claims, costs or liability arising from the entry onto the Property and testing performed by Purchaser, its consultants, agents or employees.

D. Further Requirements Precedent to Closing. In addition to the Conditions set forth in A above, the Purchaser's obligations under this Agreement shall be further subject to the following:

(i) On the closing date, the Property shall be zoned for and Purchaser shall have obtained all necessary subdivision and land use approvals and permits for the development of the Property as a 71 lot subdivision development with a mix of single family homes and villa homes in reasonable conformity with its concept plan. The above and foregoing shall be referred to as the "Plat Approval Requirement".

(ii) On the closing date Counts II, Declaratory Relief for Unlawful Vacation of Permanent Public Right of Way and County III, Claim for Injunctive Relief for Unlawful Vacation of Permanent Public Right of Way, of the Rakoczy Action shall be dismissed or judgment entered unconditionally in favor of the City and all appeal rights shall expire with regard to Counts II and III.

In addition to any other contingencies or conditions enumerated in this Agreement, the foregoing matters shall be an additional condition precedent to Purchaser's obligation to purchase the Property and close hereunder. These conditions precedent shall be for the exclusive benefit of Purchaser and Purchaser reserves the right to waive all of the Conditions, requirements, and conditions precedent and close the sale within ten (10) days of notice of such waiver.

4. COVENANTS AND WARRANTIES OF PURCHASER

Purchaser covenants and warrants to Seller as follows:

A. Authorization. Purchaser has full legal power and authority to purchase the Property as provided for herein, without any other consent or proceeding required from any other person, entity or organization and the person executing this Agreement on behalf of Purchaser is fully authorized to act on behalf of the Purchaser.

B. Conflict. The execution, delivery and performance of this Agreement by Purchaser does not conflict with or result in a breach of the provisions of, or constitute a default under the terms of Purchaser's organizational documents or any mortgage, deed of trust, franchises, permit, license, note, agreement or other instrument to which Purchaser is a party or by which Purchaser may be bound. Purchaser will not use the Property in violation of any existing use restrictions of record.

5. COVENANTS AND WARRANTIES OF SELLER

Seller covenants and warrants to Purchaser as follows:

A. Ownership. Seller has fee simple marketable title to all of the Property, free and clear of any encumbrances except those accepted by Purchaser.

B. Authorization. Seller has full legal power and authority to own and convey the Property as provided for herein, without any other consent or proceeding required from any other person, entity or organization and the person executing this Agreement on behalf of Seller is fully authorized to act on behalf of Seller.

C. Conflict. Neither the entering into of this Agreement nor any Closing under this Agreement will constitute a violation or breach by Seller of any contract, agreement, encumbrance, court order or other instrument to or by which Seller may be bound.

D. Litigation. There is no pending litigation or claim which affects or which might affect the Property.

E. Work in Progress. No work has been performed or is in progress upon the Property and no materials have been furnished to the Property or any portion thereof which after Closing could give rise to any mechanics, materialmen, or other liens and at Closing, Seller shall furnish to Purchaser an affidavit attesting to the absence of any such liens or rights to liens. Further, as of the date of this Agreement, no assessments for public improvements or otherwise have been made against the Property which remain unpaid (including without limitation, those for construction of water, sewer, gas and electric lines).

F. Hazardous Materials. Seller represents that, to the best of Seller's knowledge, the Property is free from any material or substance presently prohibited or regulated by any governmental authority or which is presently known to pose a hazard to the health or safety of occupants or the Property ("Hazardous Material").

G. Title. Seller owns fee simple marketable title to the Property and no other person or entity has any right to the Property which is based on encumbrances, written agreements or oral understandings, other than matters which appear in the public record.

H. No Encroachments. Seller has no notice and no knowledge of any facts which would reasonably put Seller on notice: (1) of any dispute regarding the location of the Property lines; (2) that any improvements on adjacent properties encroach onto the Property; or (3) that any improvement on the Property encroaches upon any adjacent property.

I. No Violations. Seller has no notice and no knowledge of any facts which would reasonably put Seller on notice regarding: (1) the removal or abatement of any nuisance; (2) any building code violation on the Property; (3) the violation of any zoning ordinances affecting the Property; or (4) any violation of any other regulation of any governmental authority having jurisdiction over the Property.

J. No Condemnations. The Property is not subject to any pending condemnation or proceeding in Eminent Domain and Seller is not aware of any planned or threatened proceedings.

K. Utilities. Seller represents that utilities (including storm sewer, gas, water, and sanitary sewer) are available at the Southern property line of the Property.

L. Use. Seller represents that Purchaser's use does not violate existing use restrictions.

M. Exclusive Negotiation. Seller shall not negotiate with any other parties for the sale of the Property during the pendency of this Agreement and shall hold the terms hereof in strict confidence to the extent permitted by law.

N. Rakoczy Lawsuit. To the maximum extent permitted by applicable law, Seller agrees to indemnify, defend (with counsel acceptable to Purchaser) and hold harmless Purchaser, and their respective employees, officers, directors, agents, subsidiaries, affiliates, legal representatives, successors and assigns, from and against any and all claims, actions, proceedings, judgments, damages (including consequential damages), liens, fines, liabilities, losses, costs and expenses (including but not limited to attorneys' fees) arising from the Rakoczy Action, and any appeals, counter-claims, cross claims or matters arising from the Rakoczy Action.

Seller shall reaffirm to Purchaser that these warranties are true at the time of the Closing,

6. CLOSING AND POSSESSION

Subject to the conditions precedent to Purchaser's obligation to close as provided in Item 3 hereof, the Closing shall occur after the conclusion of the Due Diligence Period and the satisfaction of the Plat Approval Requirement. The Closing shall be at such place as agreed upon by both parties (not later than March 15, 2023, subject to such extension as may be necessary for Seller to satisfy the conditions precedent to Closing provided that Purchaser is not in default hereunder (the "Closing Date")) Possession of the Property shall be delivered to Purchaser on the Closing Date ("Closing").

Seller shall provide, at Seller's cost and expense, an ALTA Form B extended coverage title policy. Seller shall pay the cost of documentary stamps and intangible taxes, transfer taxes, one-half of any escrow fees, survey, and costs to clear title, if any. Purchaser shall pay its own inspection and recording costs, and one-half of the escrow fees. Each party will pay its own attorney's fees. All other costs shall be adjusted in accordance with local pricing and local custom.

At Closing, Seller shall deliver to Purchaser a general warranty deed for the Property; an owner's policy of title insurance; evidence of Seller's authority for the conveyance of the Property, such other documents as may be reasonably requested by the insuring title company; and all other items reasonably requested by the insuring title company; and all other items reasonably requested by Purchaser to transfer title of Seller in the Property to Purchaser.

7. MARKETABLE TITLE AND REAL ESTATE TAXES

At the Closing, Seller shall convey to Purchaser good and marketable title to the Property by general warranty deed. Such deed shall vest in Purchaser full title to the Property, free and clear of all liens and encumbrances and the rights to take liens and encumbrances, except: (a) legal highways; (b) installments of taxes and assessments becoming due and payable after the Closing Date; (c) zoning; and (d) any other exception disclosed in the title insurance commitment and accepted by the Purchaser in writing on or before the Closing Date. Seller shall have paid (or shall credit against the Purchase Price at Closing) all taxes and assessments, if any, due and payable prior to the Closing Date.

8. PRORATIONS AT CLOSING

Seller shall also pay or credit a prorata share (computed in accordance with local custom) of the next estimated semi-annual installment of taxes and assessments; except that if the assessments are assessed annually, then the proration of assessments shall be based upon the annual assessment. The Seller's prorata share shall be computed based upon the number of days elapsing between the most recent semi-annual installment and the Closing Date.

9. DAMAGE OR DESTRUCTION OF PROPERTY

Seller shall keep the Property adequately insured against fire and extended coverage perils and shall maintain the Property in its present condition until Closing. Seller shall bear all risk of loss to the Property until Closing. If any portion of the Property is materially damaged, or destroyed before the Closing, Purchaser may either: (a) proceed with the Closing and be entitled to all insurance proceeds not exceeding the Purchase Price, if any, payable to the Seller under

all policies covering the Property plus an amount equal to Seller's insurance deductible(s); or (b) terminate this Agreement by giving written notice to Seller within twenty (20) days after the Purchaser receives written notice of the damage or destruction, including the amount of insurance proceeds payable. If Purchaser terminates this Agreement for the reasons stated in this Section the Escrow Agent shall immediately refund the Earnest Money to Purchaser.

10. DEFAULT BY SELLER

Seller shall be in Default hereunder if, (a) Seller fails or refuses to deliver good and marketable title to the Property at the Closing; (b) Seller shall fail to comply with any material term, provision or condition of this Agreement; or (c) any of the representations and warranties made by Seller herein shall be in any material respect misleading, inaccurate or untrue. Upon the occurrence of any default of Seller hereunder, Purchaser shall give Seller written notice specifying the nature of the default. If Seller does not cure the default within thirty (30) days, or other period of time agreed upon by Purchaser, the Purchaser may then, (a) seek specific performance of this Agreement; (b) cancel future obligations under this Agreement by giving written notice of such cancellation to Seller; (c) take title subject to the defect, exception, objection inaccuracy or failure and receive a credit against the Purchase Price in an amount equal to the cost of removing the defect, exception, objection or inaccuracy; or (d) seek damages or any other remedy available to Purchaser in law or in equity.

11. DEFAULT BY PURCHASER

Purchaser shall be in Default hereunder if Purchaser (a) fails to comply with any material term, provision or condition of this Agreement; (b) fails to timely close the purchase of the Property and such closing deadline is not extended in writing by Seller; (c) enters into a general assignment or arrangement for the benefit of creditors; (d) files a voluntary petition in bankruptcy; (e) has filed against it a petition in bankruptcy and the same not having been dismissed within ninety (90) days after its filing; or (f) has appointed a receiver with respect to the property or assets of Purchaser. Upon the occurrence of a default by Purchaser hereunder, Seller shall give Purchaser written notice specifying the nature of the default. If Purchaser does not cure the default within thirty (30) days, or other period of time agreed upon by Seller, Seller may then (a) terminate this Agreement upon written notice to Purchaser and thereby relieve the Property from the terms of this Agreement, or (b) seek damages or any other remedy available to Seller in law or in equity.

12. COMMISSIONS

Each party represents to the other that it has not retained any broker or agreed to pay any brokerage fee or commission to any agent or broker for, or on account of, this Agreement or the transactions contemplated hereby and each party agrees to indemnify the other against claims for commissions arising from the actions of said party.

13. SURVIVAL

The representations, warranties and covenants contained herein shall survive the closings provided for herein and delivery of the deeds pursuant hereto.

14. NOTICES

Notice to Purchaser required or provided for herein shall be in writing and shall be deemed given when deposited in the U.S. mail, certified or registered, postage prepaid, address to Purchaser at:

Hickory Hollow NWI, LLC
P.O Box 1374
Portage, IN 46368
Attention: John Hannon

with copy to: Todd A. Leeth
Hoepfner Wagner & Evans, LLP
103 E Lincolnway
Valparaiso, In, 46383
Email: tleeth@hwelaw.com

or such other address as Purchaser shall notify Seller in writing. Notice to Seller required or provided for herein shall be in writing and shall be deemed given when deposited in the U.S. mail, certified or registered, postage prepaid, addressed to Seller at:

City of Hobart Redevelopment Commission
414 Main Street
Hobart IN 46342
Attention: Executive Director

with copy to: David W. Westland
Westland & Bennett P.C.
2929 Carlson Drive, Suite 300
Hammond IN 46323
Email: dwestland@westlandbennett.com

or such other address as Seller shall notify Purchaser in writing.

15. PERSONS BOUND

This Agreement shall be binding upon and shall inure to the benefit of the undersigned parties and their respective successors and permitted assigns.

16. APPLICABLE LAW; TIME OF ESSENCE

This Agreement shall be controlled, construed and enforced in accordance with the laws of the State of Indiana. Time is of the essence in the performance of all obligations of each of the parties under this Agreement.

17. AMENDMENT

This Agreement including all Exhibits and attachments hereto which are hereby incorporated by reference into this Agreement, represents the entire Agreement between the parties and supersedes all prior oral and written proposals and communications and may be

EXHIBIT "A"

LEGAL DESCRIPTION OF PROJECT SITE

PART OF THE SOUTH 1/2 SECTION 1, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND P.M. IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SW 1/4 OF SAID SECTION 1; THENCE SOUTH 90°00'00" WEST ALONG THE SOUTH LINE OF SAID SECTION 1, A DISTANCE OF 161.43 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED PARCEL; THENCE CONTINUING NORTH 90°00'00" WEST, 1158.42 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2, SW 1/4 OF SAID SECTION 1; THENCE NORTH 00°11'48" EAST ALONG THE WEST LINE OF THE EAST 1/2, OF THE SW 1/4, 1341.45 FEET TO THE NORTHWEST CORNER OF THE SE 1/4, SW 1/4 OF SAID SECTION 1; THENCE NORTH 00°12'22" EAST ALONG THE WEST LINE OF THE NE 1/4, SW 1/4, A DISTANCE OF 844.55 FEET TO THE SOUTHWEST CORNER OF THE NORTH 15 ACRES OF THE NE 1/4, SW 1/4 OF SAID SECTION 1; THENCE NORTH 87°32'05" EAST ALONG THE SOUTH LINE OF THE NORTH 15 ACRES, A DISTANCE OF 1151.84 FEET TO A POINT ON A LINE BEARING NORTH 00°00'00" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 00°00'00" EAST, 1518.46 FEET; THENCE SOUTH 87°05'00" EAST, 490.83 FEET TO THE CENTERLINE OF ARIZONA STREET; THENCE SOUTH 02°55'00" EAST ALONG THE CENTERLINE OF ARIZONA STREET, 295.30 FEET; THENCE NORTH 90°00'00" WEST, 475.17 FEET; THENCE SOUTH 00°00'00" EAST, 397.18 FEET TO THE POINT OF BEGINNING, CONTAINING 62.005 ACRES MORE OR LESS, EXCEPTING THEREFROM THAT PART LYING EAST OF THE WINDING CENTERLINE OF DEEP RIVER.

EXCEPTING THEREFROM

2 PART OF THE SW 1/4 OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND P.M. IN LAKE COUNTY, INDIANA, DESCRIBED AS COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SECTION 1 AND 161.43 FEET WEST OF THE SOUTHEAST CORNER OF SAID SW 1/4; THENCE NORTH 00°00'00" EAST, 717.08 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED PARCEL; THENCE NORTH 87°05'00" WEST, 316.20 FEET; THENCE NORTH 06°13'31" EAST, 150.55 FEET; THENCE NORTH 34°21'26" EAST, 412.24; THENCE SOUTH 86°38'51" EAST, 66.94 FEET; THENCE SOUTH 00°00'00" EAST, 505.15 FEET TO THE POINT OF BEGINNING, CONTAINING 2.543 ACRES, MORE OR LESS;

ALSO EXCEPTING

3 THE EAST 40.00 FEET FROM THE NORTHERNMOST BOUNDARY TO THE SOUTHERNMOST BOUNDARY ADJACENT TO ARIZONA STREET, A DISTANCE OF APPROXIMATELY 295.30 FEET; THE SOUTH 50.00 FEET FROM THE EASTERNMOST BOUNDARY TO THE WESTERNMOST BOUNDARY ADJACENT TO 61ST AVENUE, A DISTANCE OF APPROXIMATELY 1158.28 FEET; BOTH PARCELS TO BE DEDICATED TO THE CITY OF HOBART FOR ROADWAY AND RIGHT-OF-WAY PURPOSES;

ALSO EXCEPTING

4 THE NORTH 60 FEET OF THE FOLLOWING TRACT:

A TRACT OF LAND BEING THE NORTH 1039.39 FEET OF THE WEST 60 FEET OF THE FOLLOWING PARENT PARCEL. SAID PARCEL BEING DESCRIBED AS PART OF THE SOUTH

1/2 SECTION 1, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND P.M. IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SW 1/4 OF SAID SECTION 1; THENCE SOUTH 90°00'00" WEST ALONG THE SOUTH LINE OF SAID SECTION 1, A DISTANCE OF 161.63 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED PARCEL; THENCE CONTINUING NORTH 90°00'00" WEST, 1158.42 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2, SW 1/4 OF SAID SECTION 1; THENCE NORTH 00°11'48" EAST ALONG THE WEST LINE OF THE SW 1/4, SW 1/4, 1341.45 FEET TO THE NORTHWEST CORNER OF THE SE 1/4, SW 1/4 OF SAID SECTION 1; THENCE NORTH 00°12'22" EAST ALONG THE WEST LINE OF THE NE 1/4, SW 1/4, A DISTANCE OF 844.55 FEET TO THE SOUTHWEST CORNER OF THE NORTH 15 ACRES OF THE NE 1/4, SW 1/4 OF SAID SECTION 1; THENCE NORTH 87°32'05" EAST ALONG THE SOUTH LINE OF THE NORTH 15 ACRES, A DISTANCE OF 1151.84 FEET TO A POINT ON A LINE BEARING NORTH 00°00'00" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 00°00'00" EAST, 1518.46 FEET; THENCE SOUTH 87°05'00" EAST, 490.83 FEET TO THE CENTERLINE OF ARIZONA STREET; THENCE SOUTH 02°55'00" EAST ALONG THE CENTERLINE OF ARIZONA STREET, 295.30 FEET; THENCE NORTH 90°00'00" WEST, 475.17 FEET; THENCE SOUTH 00°00'00" EAST, 397.18 FEET TO THE POINT OF BEGINNING, CONTAINING 62.005 ACRES MORE OR LESS. SAID TRACT OF LAND CONTAINS 1.432 ACRES MORE OR LESS.

ALSO EXCEPTING

5 A PART OF THE SOUTH HALF OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN IN LAKE COUNTY, INDIANA, AS DEPICTED ON A PLAT OF SURVEY BY KRULL & SON, DATED MARCH 10, 2008, RECORDED IN BOOK 19, PAGE 12 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 1; THENCE SOUTH 90°00'00" WEST ALONG THE SOUTH LINE OF SAID SECTION 1, A DISTANCE OF 161.43 FEET; THENCE NORTH 00°00'00" WEST 50.00 FEET TO THE PROPOSED NORTH RIGHT-OF-WAY LINE OF 61ST AVENUE AND A POINT ON THE EAST LINE OF AN EASEMENT GRANTED TO GTE BY DOCUMENT NO. 91053712 AS RECORDED IN SAID RECORDER'S OFFICE, AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE NORTH 90°00'00" WEST ALONG SAID PROPOSED NORTH RIGHT-OF-WAY LINE, 60.00 FEET; THENCE NORTH 00°00'00" WEST 75.00 FEET; THENCE NORTH 90°00'00" EAST, 60.00 FEET; THENCE SOUTH 00°00'00" EAST, 75.00 FEET TO THE POINT OF BEGINNING, CONTAINING 4,500 SQUARE FEET MORE OF LESS.