

Issuing Agent: Thomas Pugh

Issuing Office: Gates Land Title Corp.

Issuing Office's ALTA® Registry ID: 0001135

Loan ID Number:

Commitment Number:

Property Address: 690 W Business 30, Columbia City IN 46725

SCHEDULE A COMMITMENT

1. Commitment Date: September 26, 2024 8:00 A.M.
2. Policy to be issued: (enter text here)
 - a. 2021 ALTA® Owner's Policy
Proposed Insured: To Be Determined
Proposed Amount of Insurance: \$ To Be Determined
The estate or interest to be insured: Fee Simple
 - b. 2021 ALTA® Loan Policy
Proposed Insured:
Proposed Amount of Insurance: \$
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: Fee Simple
4. The Title is, at the Commitment Date, vested in: Christian Chapman and Deborah Chapman, husband and wife, as shown on Instrument #2006020067, in the Office of the Whitley County Recorder.
5. The Land is described as follows: See Full Description Attached as Exhibit "A"

(SEE FULL DESCRIPTION ATTACHED)

Tax Key Number: 92-06-10-000-445.000-004

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

ORT Form 4757 A

Schedule A - ALTA Commitment for Title Insurance 2021 v. 01.00

07/01/2021

Schedule _____ Continued

File Number

Policy Number

Part of the East half of the Northwest Quarter of Section 10, Township 31 North, Range 9 East, Whitley County, Indiana, more particularly described as follows, to wit:

Commencing at a railroad spike found at the Southeast corner of said Northwest Quarter; thence $N88^{\circ}-39'-30''W$, on and along the South line of said Northwest Quarter, a distance of 765.78 feet (recorded 11.35 chains which equals 749.1 feet) to an iron pin found at a Southwest corner of a certain 10.096 acres of land, as recorded in Document Number 98-4-74 in the records of Whitley County, Indiana; thence $N01^{\circ}-23'-30''W$ (recorded $N01^{\circ}-17'W$), on and along the West line of said 10.096 acre tract of land, a distance of 1000.2 feet to an iron pin found at the Northwest corner of said 10.096 acre tract of land, said iron pin also being at the Southwest corner of a certain 1.767 acre tract of land as recorded in Document Number 91-5-315 in said records; thence $N01^{\circ}-35'-55''W$, on and along the West line of said 1.767 acre tract of land and the Northerly projection of said West line, a distance of 439.95 feet to an iron pin found on the Northerly right-of-way line of Business 30, said iron pin also being at the Southwest corner of a certain 0.982 acre tract of land as recorded in Document Number 91-5-156 in said records, said iron pin also being the true point of beginning; thence continuing $N01^{\circ}-35'-55''W$, on and along the West line of said 0.982 acre tract of land, a distance of 220.8 feet to a railroad spike on the centerline of Squawbuck Road, said railroad spike also being at the Northwest corner of said 0.982 acre tract of land; thence $S81^{\circ}-24'-29''W$, on and along said centerline, a distance of 339.25 feet to a railroad spike found; thence $S84^{\circ}-37'-25''W$, on and along said centerline, a distance of 145.0 feet to a P.K. nail found at the point of intersection with the centerline of Briarwood Drive; thence $N82^{\circ}-26'-05''W$, a distance of 74.0 feet to an iron pin found at a corner of Lot Number 10 in the Plat of Tanglewood, as recorded in said records; thence $S01^{\circ}-27'-30''E$, on and along an Easterly line of said Lot Number 10, also being the West line of the East half of said Northwest Quarter, a distance of 41.1 feet to an iron pin found on the Northerly right-of-way line of Business 30, said iron pin also being at a Southeast corner of said Lot Number 10; thence Easterly, on and along said Northerly right-of-way line, being defined by a regular curve to the right, having a radius of 6945 feet and being concentric to and 50.0 feet Northeasterly of the centerline of said Business 30, an arc distance of 572.26 feet (the chord of which bears $S77^{\circ}-22'-25''E$ for a length of 572.10 feet) to the true point of beginning, containing 1.476 acres of land, more or less, subject to legal right-of-way for Squawbuck Road and Briarwood Drive, subject to all legal drain easements and all other easements of record.

SCHEDULE B I COMMITMENT

REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **Warranty Deed to Owner's Policy Proposed Insured.**

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ORT Form 4757 B I
Schedule B I – ALTA Commitment 2021 v. 01.00
07/01/2021

SCHEDULE B II COMMITMENT

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Facts which would be disclosed by a comprehensive survey of the premises herein described.
3. Rights or claims of parties in possession.
4. Mechanics', Contractors' or Materialmen's liens and lien claims, if any, where no notice thereof appears of record.
5. Any change in title occurring subsequent to the effective date of this Commitment and prior to the date of issuance of the title policy.
6. Taxes payable in the name of Christian and Deborah Chapman. (Tract I)
Tax Key Number: 92-06-10-000-445.000-004
Tax Description: MID PT S PT NW4 N RD 10-31-9 1.47A
Valuations: Land - \$70600; Improvements - \$52500; Exemptions - none.
Taxes for 2023 payable 2024: \$1,395.15 due May 10 was paid May 2; \$1,395.15 due November 10.
Taxes for the year 2024, a lien for an amount not yet due or payable.
Possible future assessments on Ditch #26-000A and Ditch #144-000A.
7. Easement in favor of the City of Columbia City, Indiana, recorded October 3, 1946 in Miscellaneous Record Y, page 488.
8. We have made judgment searches vs: Christian Chapman and Deborah Chapman; Christian Chapman; and found none.
9. See item #7 on Surveyor's Report of the survey certified February 8, 1999 by Jerry K. Walker, Registered Surveyor.
10. Possible easements and rights of way for drainage ditches, drain tile, feeders, laterals and underground pipes, whether shown of record or not shown of record.
11. Easements, or claims of easements, not shown by the public records.
12. Subject to legal right of way for Squawbuck Road and Briarwood Drive.

C O N T I N U E D

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ORT Form 4757 B II

Schedule B II - ALTA Commitment 2021 v. 01.00

07/01/2021

Schedule B-II Continued

File Number

Policy Number

NOTE: All recording references are to the Whitley County, Indiana, Recorder's Office.

NOTE: No search has been made for: notices of underground facilities; impact fee; utility bills and association dues.

NOTE: IC 27-7-3-22, Effective July 1, 2013, in a residential real estate transaction where a title policy is issued and the issuing title insurance company will also act as a settlement or closing agent, the company shall issue a closing protection letter to the lender, borrower, buyer and seller of the property. The cost of said letter is: Lender \$25.00; Borrower \$25.00; Buyer \$25.00 and Seller \$25.00. This coverage is required by statute.

NOTE: Effective July 1, 2021 the County Auditor will collect a \$20.00 fee for each deed filed and an additional \$10.00 for per parcel. IC 6-1.1-5.5-4

NOTE: Zoning issues/questions should be directed to the Whitley County Planning and Building Department as the title company does not guarantee Zoning.



ALTA COMMITMENT FOR TITLE INSURANCE

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.


THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY



Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida corporation, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By  President

Attest  Secretary


Authorized Officer or Agent  THOMAS J. PUGH

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ORT Form 4757

ALTA Commitment for Title Insurance 2021 v. 01.00
07/01/2021

J.K. Walker & Associates, P.C.

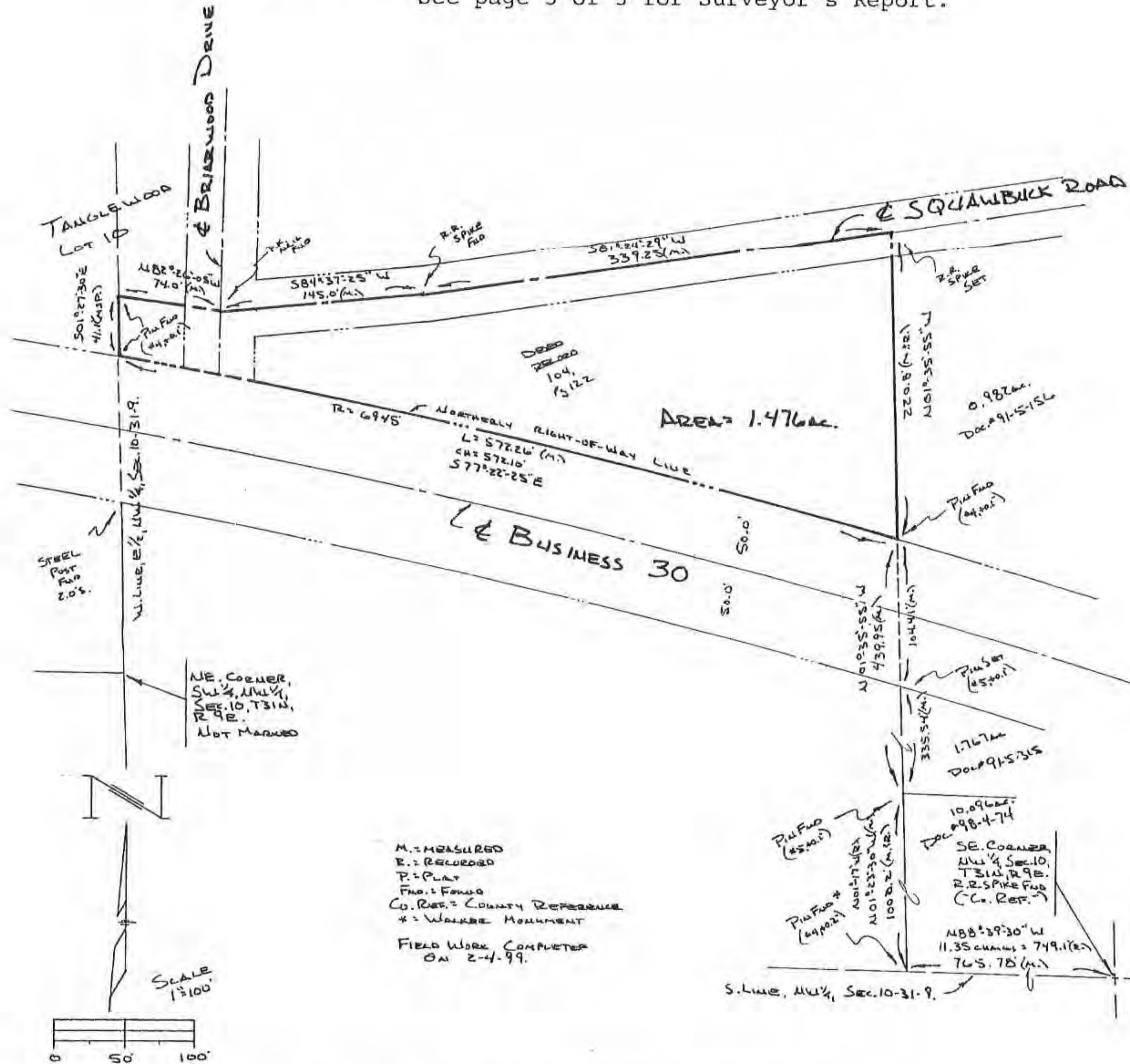
Civil Engineering and Land Surveying
 Jerry K. Walker, P.E. & L.S.
 William D. Kyler, L.S.
 Kevin R. Michel, P.E. & L.S.
 112 West Van Buren St., Columbia City, IN 46725
 Phone 244-3640
 Fax 244-4640

CERTIFICATE OF SURVEY

This document is a record of a resurvey of land and real estate prepared in conformity with established rules of surveying and made in accordance with the records or plat on file in the Recorder's office of Whitley County, State of Indiana. The land described exists in full dimensions as shown hereon in feet. It is free from encroachments by adjoining land owners unless specifically stated below. Corners were perpetuated as indicated.

DESCRIPTION OF REAL ESTATE

See page 2 of 3 for Legal Description.
 See page 3 of 3 for Surveyor's Report.



I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, HEREBY CERTIFY THE HEREON PLAT TO CORRECTLY REPRESENT A SURVEY AS MADE UNDER MY DIRECTION AND THAT THIS SURVEY AND ACCOMPANYING REPORT HAS BEEN COMPLETED IN ACCORDANCE WITH TITLE 865-IAC 1-12 AND ALL OTHER AMENDMENTS THERETO.

I hereby certify on the 08th day of February, 1999 that the above survey is correct.

Surveyed for: Cunning, James Jr./Madeline S.

Survey No.: JE-117"A"



J.K. Walker & Associates, P.C.

Civil Engineering and Land Surveying

Jerry K. Walker, P.E. & L.S.

William D. Kyler, L.S.

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DESCRIPTION OF REAL ESTATE

Part of the East half of the Northwest Quarter of Section 10, Township 31 North, Range 9 East, Whitley County, Indiana, more particularly described as follows, to wit:

Commencing at a railroad spike found at the Southeast corner of said Northwest Quarter; thence N88°-39'-30"W, on and along the South line of said Northwest Quarter, a distance of 765.78 feet (recorded 11.35 chains which equals 749.1 feet) to an iron pin found at a Southwest corner of a certain 10.096 acres of land, as recorded in Document Number 98-4-74 in the records of Whitley County, Indiana; thence N01°-23'-30"W (recorded N01°-17'W), on and along the West line of said 10.096 acre tract of land, a distance of 1000.2 feet to an iron pin found at the Northwest corner of said 10.096 acre tract of land, said iron pin also being at the Southwest corner of a certain 1.767 acre tract of land as recorded in Document Number 91-5-315 in said records; thence N01°-35'-55"W, on and along the West line of said 1.767 acre tract of land and the Northerly projection of said West line, a distance of 439.95 feet to an iron pin found on the Northerly right-of-way line of Business 30, said iron pin also being at the Southwest corner of a certain 0.982 acre tract of land as recorded in Document Number 91-5-156 in said records, said iron pin also being the true point of beginning; thence continuing N01°-35'-55"W, on and along the West line of said 0.982 acre tract of land, a distance of 220.8 feet to a railroad spike on the centerline of Squawbuck Road, said railroad spike also being at the Northwest corner of said 0.982 acre tract of land; thence S81°-24'-29"W, on and along said centerline, a distance of 339.25 feet to a railroad spike found; thence S84°-37'-25"W, on and along said centerline, a distance of 145.0 feet to a P.K. nail found at the point of intersection with the centerline of Briarwood Drive; thence N82°-26'-05"W, a distance of 74.0 feet to an iron pin found at a corner of Lot Number 10 in the Plat of Tanglewood, as recorded in said records; thence S01°-27'-30"E, on and along an Easterly line of said Lot Number 10, also being the West line of the East half of said Northwest Quarter, a distance of 41.1 feet to an iron pin found on the Northerly right-of-way line of Business 30, said iron pin also being at a Southeast corner of said Lot Number 10; thence Easterly, on and along said Northerly right-of-way line, being defined by a regular curve to the right, having a radius of 6945 feet and being concentric to and 50.0 feet Northeasterly of the centerline of said Business 30, an arc distance of 572.26 feet (the chord of which bears S77°-22'-25"E for a length of 572.10 feet) to the true point of beginning, containing 1.476 acres of land, more or less, subject to legal right-of-way for Squawbuck Road and Briarwood Drive, subject to all legal drain easements and all other easements of record.

This property is not in a flood plain (In Zone X) as defined by Flood Insurance Rate Map dated 04-01-88, Community No. 180298-0004B, Whitley County, Indiana.

I hereby certify on the 08th day of February, 1999 that the above survey is correct.

Surveyed for: Cunning, James Jr./Madelaine S.

Survey No.: JE-117"A"



J.K. Walker & Associates, P.C.

Civil Engineering and Land Surveying
Jerry K. Walker, P.E. & L.S.
William D. Kyler, L.S.
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SURVEYOR'S REPORT

In accordance with Title 865 IAC 1-12 "Rule 12" of the Indiana Administrative Code, the following observations and opinions are submitted regarding the various uncertainties of the location of the lines and corners established on this survey as a result of: Availability and condition of referenced monuments, occupation or possession lines, clarity or ambiguity of the record description used, and/or adjoiner's descriptions, and the theoretical uncertainty of the measurements.

1. The Theoretical Uncertainty (due to random errors in measurement) of the corners of the subject tract established by this survey is within the specifications for a Class C Survey (± 0.50 feet) as defined in IAC 865.
2. For Variances, Discrepancies and Inconsistencies see plat of survey, description and Notes below.
3. This survey is subject to any facts and/or easements that may be disclosed by a full and accurate title search. The undersigned should be notified of any additions or revisions that are required.
4. For monuments found and set, See Survey. All pins set are #5 Rebars with caps marked "Walker". Origin of monuments unknown unless noted on survey.
5. Existing monumentation was found to establish the corners of the surveyed tract. These monuments are in general conformance with the recorded description of adjoining tracts and the larger tract described in Deed Record 104, page 122.
6. The Southeast corner of said Northwest Quarter is county referenced. A railroad spike was found at this corner.
7. The Whitley County Surveyor's Legal Drain Map shows a legal open drain just East of the East line of the surveyed tract. Legal open drains have 75 foot wide drainage easements from the top of each bank. The open drain is not shown on this survey.
8. Reference survey(s) by Walker & Associates, dated 04-02-85, 04-23-85, 11-03-87, 01-08-90, 07-07-97, 03-26-98, 12-15-98.

Date: 02-08-99
Name: Cuning, James Jr./Madelaine S.
Address:
Survey#: JE-117"A"



Misc Y PAGE 488



adjacent to the aforesaid Lot number thirteen (13) and Lot number twelve (12) in said Addition to Tri Lake Resort; thence East along the south line of said public highway to the place of beginning.

Thomas L. Hildebrand, being duly sworn, on oath says that he is 70 years of age, and has been a resident of Whitley County, Indiana for 58 years. Affiant further says that he is acquainted with the caption real estate and with various owners of record thereof, and that he knows that Walter F. Johnson and Thelma Johnson, and their immediate and remote grantors, have been in possession of and have occupied the caption real estate under claim of ownership for more than 50 years; that such possession and occupation has been actual, has been continuous, uninterrupted, open and notorious, peaceful, and hostile as against all the world, and that they have improved the same and have paid the taxes and assessments levied thereon. Affiant further says that he knows that there is but one Egolf's First Addition to Tri Lake Resort, and that Egolf's First Addition to Tri-Lake Resort, Egolf's First Addition to Tri-Lake, Marion Egolf's First Addition to Tri-Lake Resort, or Marion Egolf's First Addition to Tri-Lake, however they may appear on the public records, it is intended to designate and does designate one and the same Addition. Further affiant says not.

Thomas L. Hildebrand.

Subscribed and sworn to before me this 30th day of September, 1946.

Lusette Raber (SEAL)
Notary Public.

My Commission expires, January 13th 1947.

Asa J. White Recorder.

#4173 James Cunnig Jr. & W. to City of Columbia City.
Filed Oct 3 1946 at 8:00 A. M.

EASEMENT

THIS INDENTURE Made this 26 day of September 1946, by and between James Cunnig, Jr. and Madelaine Cunnig, his wife, first parties, of Marion County, Indiana, and the City of Columbia City, Indiana, of Whitley County, Indiana, second Party, WITNESSETH:

That Whereas, the first parties are the owners in fee simple of the following described real estate situated in Whitley County, State of Indiana, and described as follows, to-wit:

Commencing at a point on the south line of the Northwest quarter of Section ten (10), Township thirty-one North, Range nine (9) East, eleven chains and thirty-five links (11.35) West of the Southeast corner of said quarter; thence North parallel with the East line of said Quarter twenty-five (25) chains and forty-six (46) links, to the center of the Squaw Buck Road; thence South eighty-one and one-half (81½) degrees West along the center of said road one (1) chain and eighty-seven links; thence South eighty-four (84) degrees West along the center line of said road five (5) chains and nine (9) links; thence North eighty-one and one-half (81½) degrees west along the center line of said road twenty-one (21) chains and sixty-two (62) links to the West line of said Section; thence South along said West line of said Section to the Northwest corner of the Southwest quarter of the Northwest quarter of said section; thence East parallel with the South line of the Northwest quarter of said section to a point seven (7) chains and seven (7) links West of the Northeast corner of the Southwest quarter of the Northwest quarter of said Section; thence South parallel with the west line of said section seven (7) chains and seven (7) links; thence East parallel with the South line of said Northwest quarter seven (7) chains and seven (7) links; thence South parallel with the West line of said Northwest quarter to the South line thereof; thence East along said South line to a point eleven (11) chains and thirty-five (35) links West of the Southeast corner of said quarter; the same being the place of beginning, containing thirty-seven (37) acres, more or less,

Except the following described tract which was deeded to David A. Workman: Commencing at the Northwest corner of the Southwest quarter of the Northwest quarter of Section ten (10), Township and Range aforesaid; running thence East parallel with the South line of the

Northwest quarter of said Section, twelve and seventy-four hundredths (12.74) chains; thence North five and thirty-eight hundredths (5.38) chains to the center of the Squaw Buck Road; thence North eighty-one and one-half ($81\frac{1}{2}$) degrees West along the center of said road twelve and ninety-seven hundredths (12.97) chains to the west line of the Northwest Quarter of said Section; thence South on said West line seven and forty-three and one-half hundredths ($7.43\frac{1}{2}$) chains to the place of beginning, to contain in said exception eight and sixteen hundredths (8.16) acres, said real estate being twenty eight and eighty-four hundredths (28.84) acres more or less, also,

Except the following described tract: Commencing at a point on the east line of the west half of the Northwest quarter of said Section ten (10), Township thirty-one (31) North, Range nine (9) East, seven (7) chains and seven (7) links South of the Northeast corner of the Southwest Quarter of said Northwest quarter; thence West parallel with the South line of said Northwest quarter seven (7) chains and seven (7) links; thence North parallel with the West line of said Northwest Quarter thirteen (13) chains and eight (8) links to the center of the Squaw Buck Road; thence South eighty-one and one half ($81\frac{1}{2}$) degrees East along the center of said Squaw Buck Road to the East line of said West Half of said Northwest quarter; thence South along said East line to the place of beginning, containing nine (9) acres, more or less.

The real estate hereby described containing in the aggregate twenty (20) acres, more or less. Also, Outlots No. 7, 8, and 9 in McDonald's Plat of Outlots in the Northwest corner of the Southwest Quarter of Section 10, Township 31 North, Range 9 East, as numbered and platted on a plat recorded in Deed Record 2 pages 146-147 of the records of Whitley County, Indiana.

Also a small tract of land lying West of and adjacent to Outlot No. 9 in McDonald's Plat of Outlots between the right of way of the Pittsburgh, Fort Wayne and Chicago Railroad, and the South line of the Northwest quarter of Section 10, Township 31 North, Range 9 East, All of the Southwest quarter of the Northwest Quarter of Section 10, township 31 North, Range 9 East, except 5 acres in the Northeast corner thereof in a square from and except the present right of way of the Pittsburgh, Fort Wayne and Chicago Railroad, containing 35 acres.

Except also, being a strip of land located to the westward of Columbia City and situated in Township of Columbia in the County of Whitley and State of Indiana separately bounded and described as follows, to-wit:

Parcel No. 1: Being a strip of land 35 feet wide, being part of the Southwest quarter of the Northwest Quarter of Section 10. part of the Northwest Quarter of the Southwest Quarter of Section 10, and part of the Northeast Quarter of the Southwest Quarter of Section 10, ~~part of the Northeast Quarter of the Southwest Quarter of Section 10,~~ all in Township 31 North, Range 9 East; beginning at a point where the line dividing Section 10 on the East from Section 9 on the West both in Township 31 North, Range 9 East intersects the Northerly line of land of the Pittsburgh, Fort Wayne and Chicago Railway Company at a corner of land now or formerly of Forrest M. Orr and George E. Shriver, and at a distance of 50 feet measured Northwardly and at right angles from a point in the line established as the original center of line of "railroad now of Pittshourgh, Fort Wayne and Chicago Railway Company, known as the Fort Wayne Division; extending from said beginning point the following four courses and distances: (1) Northwardly along said line dividing Section 10 on the East from Section 9 on the West, being along an Easterly line of said land now or formerly of Forrest M. Orr and George Shriver, 37.3 feet to a point: (2) Eastwardly by land of James Cunning, Jr. on a line parallel with and distant 85 feet measured Northwardly and at right angles from said original center line of Railroad, crossing the line dividing the Southwest Quarter of the North-

Quarter from the Northwest Quarter of the Southwest Quarter, both of Section 10, crossing the line dividing the Northwest Quarter of the Southwest Quarter from the Northeast Quarter of the Southwest Quarter, both of Section 10, and crossing the North-westerly line of a public road 40 feet wide 1849 feet and seven tenths of a foot to a point in the middle line of said public road; (3) Southwestwardly along said middle line of Public road, being along a Northwesterly line of land of other owners, 51.6 feet to a point in said Northerly line of land of the Pittsburgh, Fort Wayne and Chicago Railway Company, and thence (4) westwardly along said Northerly line of land of Railway Company, on a line parallel with and distant 50 feet measured Northwardly and at right angles from said original center line of Railroad recrossing said North westerly line of public road, recrossing said line dividing the Northeast Quarter of the Southwest Quarter from the Northwest Quarter of the Southwest Quarter, both of Section 10, and recrossing said line dividing the Northwest Quarter of the Southwest Quarter from the South West Quarter of the Northwest Quarter, both of Section 10, 1798 feet and nine tenths of a foot to the place of beginning; Containing one (1) acre and 47/100 of an acre, more or less.

Parcel No. 2: Being a triangular shaped piece or parcel of land being part of the Southwest Quarter of the Northwest Quarter of Section 10, Township 31 North, Range 9 East; beginning at a point in the line dividing Section 10 on the East from Section 9 on the West, both in Township 31 North, Range 9 East, at the Southwest Corner of the Southwest Quarter of the Northwest quarter of Section 10, said beginning point being also common to the corners of land now or formerly of Henry Souder and Dora A. his wife, to land now or formerly of Walter Jontz, and to land now or formerly of Forrest M. Orr and George E. Shriver;

Extending from said beginning point the following 3 courses and distances: (1) Northwardly along said line dividing Section 10, on the East from Section 9, on the west, being along the easterly line of land now or formerly of Forrest M. Orr and George E. Shriver; and along an easterly line of land of the Pittsburgh, Fort Wayne and Chicago Railway Company 37 feet and 3 tenths of a foot to a point at a corner of land of said Railway Company; (2) Eastwardly along a Southerly line of land of said Railway Company on a line parallel with and distant 65 feet measured southwardly and at right angles from the line established as the original center line of Railroad now of the Pittsburgh Fort Wayne and Chicago Railway Company, 122 feet to a point in the line dividing the South/^{west}Quarter of the Northwest Quarter from the Northwest Quarter of the Southwest Quarter ~~of the Southwest Quarter~~, both of Section 10, at a corner of said land now or formerly of Henry Souder and Dora A. his wife, and thence (3) Westwardly along said line dividing the Southwest Quarter of the Northwest Quarter from the Northwest Quarter of the Southwest Quarter, both of Section 10, being along a ~~N~~ Northerly line of land now or formerly of Henry Souder and Dora A., his wife, 117 feet to the place of beginning:

Containing 6.01 of an acre, more or less.

Being a part of the premises which Ida Alice E. Cunning, unmarried, by deed dated May 23, 1939, and recorded in Volume 85, page 20 of the deed records of Whitley County, aforesaid, conveyed in fee to James Cunning, Jr., the grantor herein.

And Whereas, the second party is the owner of a Municipal Light and Power Plant in the City of Columbia City and contemplates the building and extension of an electric transmission line from their present line along the Poor Farm Road over and across the real estate hereinabove described, and desire an easement over and across said real estate, It is agreed and understood by and between the parties that the first parties as grantors, for the consideration of \$1.00) and other valuable considerations, the receipt whereof is hereby acknowledged, do hereby grant unto the second party as grantee, its successors and

assigns, the right and easement to enter upon the South twenty (20) feet of the lands here-
inabove described, and to place, construct, operate, repair, maintain, and replace thereon and
in or upon all streets, roads or highways on said lands or abutting thereon, an electric
transmission or distribution line, or any part thereof, together with all necessary equip-
ment and appurtenances thereto, and to cut and trim trees and shrubbery to the extent nec-
essary to keep the said electric line or system free and clear therefrom, and to cut down
from time to time all dead, weak, leaning or dangerous trees that are tall and near enough
to strike the wires if such trees should fall. This Easement includes the right of the
second party or its assignee at any time to enter upon said lands (1) with the necessary
tools and equipment to do any or all of the acts hereinabove mentioned.

The second party agrees to furnish electric energy (2) for the first party if they so des-
ire from said line, at the regular rates and costs.

The first parties reserve the full use and enjoyment of said land insofar as it shall not
interfere with the Easement herein granted. However, in the event the first parties, their
heirs or assigns shall erect buildings or make improvement upon said strip of land, the sec-
ond party agrees to ^{re}locate any poles that may be necessary to relocate, the relocation of said
poles to be by mutual consent of the parties.

IT IS FURTHER AGREED AND UNDERSTOOD That the second parties will not damage any of the
fences or improvements on the lands of the first parties, and if it is necessary to place
any gate in the fence on said lands in order for the second party to gain access to said
land to build or repair said line the second party agrees to install said gate and pay the
expense of the same. The first parties covenant that they are the owners of the lands on
which this easement is granted and that the said lands are free and clear of encumbrances
and liens.

IN WITNESS WHEREOF, the parties have hereunto set their hands and signatures the day
and year first above written.

First Parties James Cunning Jr.
Madelaine Cunning
CITY OF COLUMBIA CITY, INDIANA
By James A. Brown, Its Mayor.

Second Party.

Attest: Franklin Dillman
Clerk-Treasurer.

STATE OF INDIANA, WHITLEY COUNTY, SS:

Before me, the undersigned, a Notary Public, in and for said County and State, this 26th
day of September, 1946, personally appeared James Cunning Jr. and Madelaine Cunning, First
parties, and the City of Columbia City, Indiana, by James A. Brown, its Mayor, and Franklin
Dillman, Clerk-Treasurer, and acknowledged the execution of the above and foregoing Easement.

Witness my hand and Notarial Seal. Emma C. Linvill (SEAL)
My Commission expires, 2/14/47. Notary Public.
Asa J. White Recorder.

#4174 Columbia City Realty Corp. to City of Columbia City.
Filed Oct 3 1946 at 8:00 A. M.

EASEMENT

THIS INDENTURE made this 2 day of Oct, 1946, by and between Columbia City Realty Corporation,
party of the first part, and the City of Columbia City, Indiana, of Whitley County, Indiana,
second party, WITNESSETH:

That Whereas, the first parties are the owners in fee simple of the following described
real estate situated in Whitley County, State of Indiana, and described as follows, to-wit:
All that portion of the east half of the northwest quarter of Section nine (9), Township
thirty-one (31) North, Range nine (9) East lying north of the right of way of the
Pittsburgh, Fort Wayne and Chicago Railroad over and across the same, except a strip twenty-
five (25) feet wide immediately north and adjoining the right of way of the Pittsburgh,
Fort Wayne and Chicago Railroad; also except the following tract, to-wit: Commencing at