

Cover page for:

Preliminary Title Insurance Schedules (with copies of recorded exceptions)

Preliminary title insurance schedules prepared by:

North American Title Company, LLC

(File Number: 15703-20-01319-IN)

Auction Tracts 1 & 2

(Allen County, Indiana)

For September 22, 2020 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Acres, Inc.

Transaction Identification Data for reference only:

Issuing Agent: North American Title Company, LLC
Issuing Office: 7765 Coldwater Rd , Fort Wayne , IN 46825
Issuing Office's ALTA® Registry ID:
Commitment No.: 15703-20-01319-IN
Issuing Office File No.: 15703-20-01319-IN
Property Address: Yellow River Road, Fort Wayne, IN 46818

SCHEDULE A

1. Commitment Date: August 19, 2020 at 08:00 AM
2. Policy to be issued:
 - a. ALTA 2006 Owner's Policy of Title Insurance
Proposed Insured: Purchaser with Contractual Rights Under Purchase Agreement
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:

Acres, Inc.
5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by North American 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**SCHEDULE B, PART I
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. Due to office closures in place or that might occur, we require our standard form of indemnity (GAP Indemnity) for defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date but prior to the date of recording of the instruments under which the Proposed Insured acquires the estate or interest or mortgage covered by this commitment. Note: Due to office closures related to COVID-19 we may be temporarily unable to record documents in the normal course of business.

Upon receipt of the above, the final loan policy will be issued without a gap exception.

6. In the event any document is to be notarized using remote online notary, the following requirements apply:
 - A. Confirmation prior to closing that the County Recorders Office of Allen, Indiana will accept and approve authorized electronic recording of electronically signed and notarized instruments in the form and format being used.
 - B. Electronic recordation in the Recorders Office of Allen of the documents required herein to create the insured estates or interests.
 - C. Execution of instruments in accordance with Indiana law.
 - D. Acknowledgment of the documents required herein to create the insured estates or interests by a notary public properly commissioned as an online notary public by the Indiana Secretary of State with the ability to perform electronic and online notarial acts under IC 33-42-17.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by North American 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



7. Indiana Code 32-21-2-3(a) was changed effective 7/1/2020 to require the addition of a notarized proof in addition to a notarized acknowledgement. Therefore, effective July 1, 2020, any instrument that requires a notarized acknowledgement must now also include a notarized proof by an independent witness. If the Company is presented with instruments that do not comply with IC 32-21-2-3(a), the following exception will be added to Schedule B of the policy: Any defect, lien, encumbrance, adverse claim, or other matter resulting from the failure of the instrument(s) vesting title or creating the interest insured to comply with IC 32-21-2-3(a).

8. Furnish for recordation a deed as set forth below:

Type of deed: Corporate Warranty Deed
Grantor(s): Fee Simple Title Holder as shown on Schedule A
Grantee(s): Proposed Insured as shown on Schedule A

9. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation name below:

Name of Corporation: Acres Inc

- a. A Copy of the corporation By-laws and Articles of Incorporation
- b. An original or certified copy of a resolution authorizing the transaction contemplated herein
- c. If the Articles and/or By-laws require approval by a parent organization, a copy of the Articles and By-laws of the parent
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by North American 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



10. Furnish for recordation a Corrective Deed or Affidavit of Scrivener's Error as set forth below, for the reason stated:

Type of deed: Affidavit of Scrivener's Error or Corrective Deed

Grantor(s): David Gall and Carolyn McNagny, Co-Personal Representatives of the Estate of Arthur W. Hammer, deceased

Grantee(s): Acres, Inc.

Dated: October 4, 2004

Recorded Dated: October 5, 2004

Recording No.: 204072750

Reason: Add exception to legal description from Deed recorded June 28, 2001 as Instrument No. 201044488.

11. Disclosure of Sales Information form(s) prescribed by the State Board of Tax Commissioners pursuant to IC 6-1.1-5.5 must be filed with the Auditors Office. Strict compliance must be followed using the most recent version of the Indiana Sales Disclosure.
12. Mortgage executed by proposed Mortgagor to the proposed insured lender.
13. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
14. As per the purchase agreement, current taxes and/or drain assessments as shown in Schedule B-Section 2 are to be paid.
15. The Company should be furnished a Vendors Affidavit.
16. Furnish evidence that all assessments which are due the owners' association and/or master association, if any, have been paid in full and are current.
17. Furnish proof that any outstanding municipal and/or county tax assessments which are due have been paid current.

NOTE: A 36 month chain of title was done and we find the following:

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by North American 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



A Deed dated October 04, 2004 and recorded October 05, 2004 from David Gall and Carolyn McNagny, co-Personal Representative of the Estate of Arthur W. Hammer deceased to Acres, Inc. as Instrument No. 204072750.

(Affects the land and additional real estate)

NOTE: If an insured closing is completed by North American Title Insurance Company Short Form Policy/Policies will be issued at the time of closing.

NOTE: If North American Title Insurance Company will be serving as the closing agent and this closing will take place on or after July 1, 2009, funds provided in excess of \$10,000.00 must be wired and funds less than \$10,000.00 must be good funds in compliance with IC 27-7-3.7.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by North American 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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. 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 report date and the date on which all of the Schedule B, Part I-Requirements are met.
3. Rights or claims of parties in possession not shown by the Public Records.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
6. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Taxes or special assessments which are not shown as existing liens by the Public Records.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by North American 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



8. Property Taxes are as follows:

Tax Year: 2019

Due and Payable: 2020

May Installment: \$413.62 Paid

November Installment: \$413.62 Paid

Name of Taxpayer: Acres Inc

Land: \$48,000.00

Improvements: \$0.00

Exemptions: \$0.00 (None)

Taxing Unit: 49 - Lake

Tax Identification No.: 02-06-30-100-004.000-049

Description: 35.773 A Tr N Of Rr Frl Nw1/4 Sec 30 Ex R/W

9. Taxes for the year 2020 are a lien, due in 2021, but are not yet due and payable.
10. Added improvements in place as of January 1, 2020 are subject to assessment which could increase the tax amounts due in 2021, in such cases, the Town or Township assessor should be contacted relative to possible new assessment amounts.
11. The real estate tax information set forth above is all that is currently available in the County Tax computer. Recent computer program changes may have rendered incomplete or inaccurate the available data. THIS INFORMATION MAY NOT BE SUFFICIENT FOR THE PURPOSE OF ESTABLISHING A PROPER REAL ESTATE TAX ESCROW. Neither the Company nor its agent, assume or accept any responsibility for loss, damage, cost or expense due to, or arising out of the unavailability of accurate tax information.
12. The Company assumes no liability for increases in the amount of real estate taxes as shown above, and any civil penalties, as a result of retroactive revaluation of the land and improvements, changes in the usage of the land or the loss of any exemption or deduction applicable to the land insured herein.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by North American 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



13. The acreage indicated in the legal description, and/or the address shown on Schedule A, is solely for the purposes of identifying said tract and should not be construed as insuring the quantity of land, and/or the address as set forth in the description of the property.
14. Terms and conditions of Grant of Communications System Easement, by and between Acres, Inc., an Indiana corporation and AT&T Corp., a New York corporation recorded August 22, 2008 as Instrument #2008040611, of the Allen County records.
15. Terms and conditions of Grant of Easement, by and between Acres, Inc. and Prashanthi, LLC recorded December 03, 2010 as Instrument #2010060830, of the Allen County records.
16. Terms and conditions of Grant of Easement, by and between Acres, Inc. and Prashanthi, LLC recorded December 30, 2010 as Instrument #2010065837, of the Allen County records.
17. Terms and conditions of Drainage Easement Encroachment Agreement, by and between Acres, Inc. and Prashanthi, LLC by and through its Operating Member, ABHI, Inc., by its Vice-President, Subhash K. Reddy recorded August 07, 2018 as Instrument #2018039328, of the Allen County records.
18. Matters as disclosed on a Survey performed by Jerry K. Walker, an Indiana Registered Land Surveyor, dated August 28, 1989 and recorded May 1, 1990 as Instrument No. 90-016438, and designated as Drawing Number CA-118.
19. Rights of the public, the State of Indiana and/or the municipality, and others entitled thereto, in and to that part of the Land taken or used for road purposes.
20. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
21. The address shown on Schedule A, is solely for the purpose of identifying said tract and should not be construed as insuring the address shown in the description of the land.
22. Any map/plat furnished is being done so as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the Land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

NOTE: North American Title Insurance Company has not conducted a state court judgment search against the purchaser, as any state court judgment against the purchaser is subordinate to the insured mortgage herein pursuant to Indiana Code 32-29-1-4 which states: PURCHASE MONEY MORTGAGE Sec. 4. A Mortgage granted by a purchaser to secure purchase money has priority over a prior judgment against the Purchaser.

NOTE: A judgment search has been made versus Acres Inc and none found.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by North American 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



NOTE: Omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by North American 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE C

The Land is described as follows:

PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 31 NORTH, RANGE 11 EAST, ALLEN COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING ON THE NORTH LINE OF SAID FRACTIONAL NORTHWEST QUARTER, AT A POINT SITUATED NORTH 90 DEGREES 00 MINUTES EAST, A DISTANCE OF 260.5 FEET FROM THE NORTHWEST CORNER OF SAID FRACTIONAL NORTHWEST QUARTER; THENCE NORTH 90 DEGREES 00 MINUTES EAST, ON AND ALONG THE NORTH LINE OF SAID FRACTIONAL NORTHWEST QUARTER, BEING WITHIN THE RIGHT-OF-WAY OF YELLOW RIVER ROAD, A DISTANCE OF 534.9 FEET TO A POINT SITUATED SOUTH 90 DEGREES 00 MINUTES WEST, A DISTANCE OF 450.6 FEET FROM THE NORTHEAST CORNER OF SAID FRACTIONAL NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 38 MINUTES EAST, PARALLEL TO THE EAST LINE OF SAID FRACTIONAL NORTHWEST QUARTER, A DISTANCE OF 1572.1 FEET; THENCE SOUTH 72 DEGREES 28 MINUTES EAST, PARALLEL TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE PENN-CENTRAL RAILROAD, A DISTANCE OF 474.2 FEET TO A POINT ON THE EAST LINE OF SAID FRACTIONAL NORTHWEST QUARTER, SAID POINT BEING SITUATED SOUTH 00 DEGREES 38 MINUTES EAST, A DISTANCE OF 1715.0 FEET FROM THE NORTHEAST CORNER OF SAID FRACTIONAL NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 38 MINUTES EAST, ON AND ALONG SAID EAST LINE, A DISTANCE OF 405.2 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PENN-CENTRAL RAILROAD; THENCE NORTH 72 DEGREES 28 MINUTES WEST, ON AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1299.6 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF SAID FRACTIONAL NORTHWEST QUARTER; THENCE NORTH 01 DEGREES 00 MINUTES WEST, ON AND ALONG SAID WEST LINE, BEING WITHIN THE RIGHT-OF-WAY OF WEST COUNTY LINE ROAD, A DISTANCE OF 1394.35 FEET TO A POINT SITUATED SOUTH 01 DEGREES 00 MINUTES EAST, A DISTANCE OF 334.45 FEET FROM THE NORTHWEST CORNER OF SAID FRACTIONAL NORTHWEST QUARTER; THENCE NORTH 90 DEGREES 00 MINUTES EAST, PARALLEL TO SAID NORTH LINE, A DISTANCE OF 260.5 FEET; THENCE NORTH 01 DEGREES 00 MINUTES WEST, PARALLEL TO SAID WEST LINE, A DISTANCE OF 334.45 FEET TO THE POINT OF BEGINNING, CONTAINING 35.773 ACRES OF LAND, MORE OR LESS.

EXCEPTING THEREFROM:

A PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 31 NORTH, RANGE 11 EAST, ALLEN COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH 0 DEGREES 50 MINUTES 08 SECONDS EAST (ASSUMED BEARING) 101.940 METERS (334.45 FEET) ALONG THE WEST LINE OF SAID SECTION TO A PROLONGED NORTH LINE OF THE GRANTOR'S LAND; THENCE SOUTH 89 DEGREES 50 MINUTES 08 SECONDS EAST 6.097 METERS (20.00 FEET) ALONG SAID PROLONGED NORTH LINE TO THE EAST BOUNDARY OF C.R. 800 EAST; THENCE SOUTH 0 DEGREES 50 MINUTES 08 SECONDS EAST 190.065 METERS (623.57 FEET) ALONG THE EAST BOUNDARY OF SAID C.R. 800 EAST TO THE POINT OF BEGINNING; THENCE SOUTH 23 DEGREES 34 MINUTES 03 SECONDS EAST 21.368 METERS (70.10 FEET); THENCE SOUTHEASTERLY 51.168 METERS (167.87 FEET) ALONG AN ARC TO THE LEFT AND HAVING A RADIUS OF 1980.000 METERS (6,496.06 FEET) AND SUBTENDED BY A LONG CHORD

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by North American 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



HAVING A BEARING OF SOUTH 2 DEGREES 47 MINUTES 42 SECONDS EAST AND A LENGTH OF 51.167 METERS (167.87 FEET); THENCE SOUTH 3 DEGREES 32 MINUTES 07 SECONDS EAST 32.464 METERS (106.51 FEET); THENCE SOUTHERLY 94.945 METERS (311.50 FEET) ALONG AN ARC TO THE RIGHT AND HAVING A RADIUS OF 2020.000 METERS (6,627.30 FEET) AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 2 DEGREES 11 MINUTES 20 SECONDS EAST AND A LENGTH OF 94.937 METERS (311.47 FEET); THENCE SOUTH 0 DEGREES 50 MINUTES 32 SECONDS EAST 43.354 METERS (142.24 FEET) TO THE NORTHERN BOUNDARY OF NORFOLK SOUTHERN CORP.; THENCE NORTH 72 DEGREES 18 MINUTES 08 SECONDS WEST 14.537 METERS (47.69 FEET) ALONG THE NORTHERN BOUNDARY OF SAID NORFOLK SOUTHERN CORP. TO SAID EAST BOUNDARY; THENCE NORTH 0 DEGREES 50 MINUTES 08 SECONDS WEST 236.916 METERS (777.28 FEET) ALONG SAID EAST BOUNDARY TO THE POINT OF BEGINNING AND CONTAINING 0.2694 HECTARES (0.666 ACRES) MORE OR LESS.

ALSO EXCEPTING THEREFROM:

A PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 31 NORTH, RANGE 11 EAST, ALLEN COUNTY, INDIANA, MORE DESCRIBED AS FOLLOWS:\par

BEGINNING ON THE WEST LINE OF SAID SECTION SOUTH 0 DEGREES 50 MINUTES 08 SECONDS EAST (ASSUMED BEARING) 101.940 METERS (334.45 FEET) FROM THE NORTHWEST CORNER OF SAID SECTION TO THE POINT OF BEGINNING, WHICH POINT IS AT THE INTERSECTION OF A PROLONGED NORTH LINE OF THE GRANTOR'S LAND AND SAID WEST LINE; THENCE SOUTH 89 DEGREES 50 MINUTES 08 SECONDS EAST 6.096 METERS (20.00 FEET) ALONG SAID PROLONGED NORTH LINE TO THE EAST BOUNDARY OF C.R. 800 EAST; THENCE SOUTH 0 DEGREES 50 MINUTES 08 SECONDS EAST 426.981 METERS (1,400.86 FEET) ALONG THE EAST BOUNDARY OF SAID C.R. 800 EAST TO THE NORTHERN BOUNDARY OF NORFOLK SOUTHERN CORP.; THENCE NORTH 72 DEGREES 18 MINUTES 08 SECONDS WEST 6.429 METERS (21.09 FEET) ALONG THE NORTHERN BOUNDARY OF SAID NORFOLK SOUTHERN CORP. TO SAID WEST LINE; THENCE NORTH 0 DEGREES 50 MINUTES 08 SECONDS WEST 425.044 METERS (1,394.50 FEET) ALONG SAID WEST LINE TO THE POINT OF BEGINNING AND\par CONTAINING 0.2562 HECTARES (0.633 ACRES) MORE OR LESS.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by North American 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006 - 2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





* 2 0 0 8 0 4 0 6 1 1 9 *

2008040611

RECORDED ON

08/22/2008 03:34:53PM

JOHN MCGAULEY

ALLEN COUNTY RECORDER

FORT WAYNE, IN

REC FEE: 31.00

TRANS # 37659

Cross Reference: Instrument Number 204072750 ✓

INDIANA
"TELECOMMUNICATION CABLE"/
RAILROAD CORRIDOR CLASS SETTLEMENT

GRANT OF COMMUNICATIONS SYSTEM EASEMENT/RELEASE

In consideration of the sum of \$10 (ten dollars) and other good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned, Acres, Inc., an Indiana corporation (hereinafter collectively with his/her/its successors-in-interest called "**Grantor**"), **hereby grants, conveys, and assigns** to AT&T Corp., a New York corporation, its predecessors, successors, and past and present subsidiaries, assigns, affiliates, officers, directors, agents, attorneys, insurers, and employees (hereinafter called "**Grantee**"), a permanent easement to operate, maintain, reconstruct, replace, and remove its present telecommunication cable system, which system includes without limitation underground and/or surface cables, conduits, wires, pipes, ducts, waveguides, surface testing terminals, manholes, markers, regeneration huts, and other appurtenances (hereinafter collectively called "**Telecommunication Cable System**"), *all where they are presently in place*, plus future additions, upgrades, or expansions to the Telecommunication Cable System, as well as to install new conduits and fiber or replacement technology, which have been or may have been constructed, installed, or acquired by AT&T for its primary use, upon, across, or under a strip of land 16-½ (sixteen and one-half) feet wide (hereinafter called "**Grantee's Communications Corridor**"), the location of which is in Ft. Wayne, County of Allen, State of Indiana and described as follows:

The boundaries of Grantee's Communications Corridor shall be parallel lines 8¼ (eight and one-quarter) feet on either side of the AT&T fiber optic cable now laid (the location of which cable shall be indicated by surface markers set by Grantee at intervals on Grantee's Communications Corridor); *provided*, however, that the width of Grantee's Communications Corridor shall be reduced on one side and increased by an equal linear footage on the other side wherever necessary in order that it shall in all places remain solely within the limits of the Consolidated Rail Corporation right-of-way easement where the AT&T Telecommunication Cable System is now laid (the "**Settlement Corridor**"), and adjacent to or located entirely within Grantor's real estate in Ft. Wayne, County of Allen, State of Indiana as described in Instrument Number 204072750, and as further described on attached Exhibit A.

It is understood and agreed that the permanent easement granted herein is subject to all pre-existing uses and pre-existing rights to use, Grantor's land, whether such uses are by Grantor or others and whether for surface uses, crossings, or encroachments by communication companies or utilities, and that Grantor retains whatever existing rights it currently possesses to permit, restrict, maintain, or remove such existing uses on the land of Grantor, including land comprising Grantee's Communications Corridor; *provided*, however, that no utility,

6-22-2008
AUDITOR OF ALLEN COUNTY

INC001026

URS E-Wooden & McLaughlin
 One Indiana Sq., Ste 1800
 Only IN 46204-4208

2813 NC

telecommunications, or similar cable, facilities, or equipment shall be installed hereafter within five feet on either side of AT&T's Telecommunication Cable System unless Grantee is notified in advance of any proposed encroachment within five feet of Grantee's fiber and/or conduits and Consolidated Rail Corporation or the successor of Consolidated Rail Corporation's existing rights bears the expense of a mutually acceptable contractor to ensure that during such construction Grantee's conduits are not harmed. It is further understood and agreed that Grantee shall not interfere with such reasonable uses of the land of Grantor, and that Grantor retains all of its existing rights to grant, convey, assign, and restrict any and all rights (including future rights and uses) on Grantor's land that is not part of Grantee's Communications Corridor.

Grantee's rights hereunder, furthermore, shall be non-exclusive as to Consolidated Rail Corporation and Grantor, their successors or successors in title, and their pre-existing, current, or future licensees, provided that any change does not interfere with Grantee's Communication Cable System. This Grant of Communications System Easement/Release does not address the real property rights between Grantor and Consolidated Rail Corporation, its successors or successors in title, and its pre-existing, current, or future licensees.

The permanent easement granted herein, including all rights incidental thereto, shall vest in and belong to Grantee exclusive of any rights or claims of Grantor that are not expressly reserved herein, and Grantor shall have no rights to grant other or additional telecommunication easements of any kind upon, across, or under Grantee's Communications Corridor without Grantee's consent (which shall not be unreasonably withheld) and upon payment of just compensation to Grantee, and, further to ensure the integrity of the Telecommunication Cable System, and additions, upgrades, or expansions thereto, shall have no rights to grant future utility easements upon, across, or under Grantee's Communications Corridor without Grantee's consent, which shall not be unreasonably withheld. The provisions of the foregoing sentence shall not apply to pre-existing uses and pre-existing rights of use expressly permitted in the third paragraph of this Easement/Release. In addition, no compensation to Grantee (or specific additional consent) shall be required with respect to future additional telecommunication or utility easements Grantor may make as to Grantee's Communications Corridor with respect to right-of-way that, at the time of such conveyance, is owned by, occupied by, or otherwise subject to an easement or other interest possessed by Consolidated Rail Corporation, Pennsylvania Lines LLC, or New York Central Lines LLC (or their successors or assigns).

Grantee shall have the right to grant, convey, and assign to third parties in Grantee's sole and absolute discretion, and with no further compensation to Grantor, sublicenses, subeasements, or other rights, provided Grantee's rights hereunder are limited to grants, conveyances, or assignments to use excess capacity within systems and additions that were or may be constructed, installed, or acquired by AT&T for its primary use.

Grantor further grants and conveys to Grantee the following incidental rights and powers: (1) temporary rights-of-way and easements to be used during all periods of construction, reconstruction, repair, and removal upon so much of a strip of land 10 (ten) feet wide on each side of Grantee's Communications Corridor as is owned by Grantor; (2) ingress and egress upon and across the lands of Grantor to and from said temporary and permanent easements for the purpose of exercising the aforesaid rights, all upon reasonable notice by Grantee; (3) in keeping with environmentally safe and sound practices, the right to clear all trees, roots, brush, vines, overhanging limbs, and other obstructions from the surface and subsurface of the above-described permanent easement as are reasonably necessary for Grantee's use and operations, and

during periods of construction, reconstruction, repair, and removal only, the same rights on the surface and subsurface of the above-described temporary easement, subject to just compensation to Grantor for damage caused by such acts of Grantee.

Grantor hereby covenants that Grantor will not make any change by grading or otherwise to the surface or subsurface of the land immediately adjacent to Grantee's Communications Corridor in such a manner that will interfere with Grantee's rights herein granted.

Grantor shall have the right to use and enjoy the land hereby encumbered by the above-described temporary and permanent easement so long as such use does not violate Grantee's rights of use and enjoyment of such land as herein granted.

Grantor hereby releases (1) Grantee and its predecessors, successors, and past and present subsidiaries, and their respective assigns, affiliates, officers, directors, agents, attorneys, insurers, and employees with respect to Settled Claims; and (2) only with respect to any and all claims, whether known or unknown, asserted or unasserted, regardless of the legal theory, for liability or damages arising out of or relating to Grantee's installation, occupancy, maintenance, or use of telecommunication cable that has been installed on or in a Settlement Corridor, the Right-of-Way Provider; all of such Right-of-Way Provider's past or present officers, directors, agents, servants, attorneys, employees, predecessors-in-interest, successors, shareholders, subsidiaries, parents, affiliates, and assigns; and any Person to which AT&T heretofore sold, granted, leased, or otherwise transferred, and/or hereafter sells, grants, leases, or otherwise transfers, all or any part of the rights in or use of a Telecommunication Cable System on a Settlement Corridor which has been or may be constructed, installed, or acquired by AT&T for its primary use.

"Settled Claims" means (a) as to claims arising out of conduct occurring prior to September 26, 2006, any such claims relating to the installation, occupation, maintenance, or use of telecommunication cable that has been installed on or in the Settlement Corridor, or any other claims addressed in or arising out of the subject matter of the Indiana "Telecommunication Cable"/Railroad Corridor Class Settlement Agreement, dated March 30, 2006, or the First Amended Nationwide Class Action Complaint in *Vera J. Hinshaw, et al., v. AT&T Corp., et al.*, Case No. 1:98-cv-1300-DFH-TAB (S.D. Ind.) ("Class Settlement"), including without limitation claims for trespass, slander of title, unjust enrichment, criminal mischief, criminal trespass, and inverse condemnation, any and all such claims, including assigned claims, whether known or unknown, asserted or unasserted, regardless of the legal theory, that are or may be asserted now or in the future by any or all Class Members against AT&T and/or any Released Party; and (b) any future claims that would be based upon AT&T's lawful exercise of easement rights received under this Grant of Communications System Easement/Release and/or Final Order and Judgment.

Grantee releases Grantor from any and all damages and liability of any kind, whether past, present, or future, and whether foreseen or unforeseen, arising directly or indirectly on or from Grantor's use of Grantee's Communications Corridor, including any damages to Grantee's Telecommunication Cable System, except upon proof of Grantor's negligence, and if such negligence shall be proven then such damages and liability shall be limited to costs of repair and restoration and shall not include consequential damages. Grantor and Grantee shall mutually indemnify, defend, and hold harmless each other from any loss, damages, injuries, or liability,

arising directly or indirectly in whole or in part from either party's negligent actions upon or negligent use of the land encumbered by Grantee's Communications Corridor.

Grantor represents, warrants, covenants, and agrees that – except as to any ownership interest of (1) Grantee and (2) any railroad company from which Grantee acquired rights to install, occupy, maintain, or use telecommunication cable on the property herein identified as Grantee's Communications Corridor, including but not limited to Consolidated Rail Corporation, and any and all of such railroad company's predecessors-in-interest, successors, shareholders, subsidiaries, parents, affiliates, and assigns, or anyone claiming title through any of them – Grantor is the fee simple owner of the property and/or has the right, power, and authority to grant and convey to Grantee the above-described rights and easement. If Grantee so specifically requests, and the Grantor receives in excess of \$10,000 (ten thousand dollars) in class settlement benefits, Grantor may also be required to execute a letter authorizing Grantee to obtain lienholder consent and approval.

Grantor and Grantee expressly acknowledge and agree that this Grant of Communications System Easement/Release sets forth the entire understanding and agreement of Grantor and Grantee with respect to Grantor's and Grantee's use, maintenance, and operation of Grantee's Communications Corridor. As between Grantor and Grantee, any prior easement, license, or other similar rights with respect to Grantee's use of Grantor's property from any source derived is hereby disclaimed and of no further force or effect, and Grantee relinquishes any and all prior claims it may have as to Grantor's property and to the Settlement Corridor; provided, however, that Grantee shall retain all rights it possesses vis-à-vis railroads and other third parties.

Other than rights Grantee receives in Grants of Communications System Easement/Release and rights Grantee receives or retains pursuant to the Order and Judgment in the Class Settlement, Grantee relinquishes any and all claims or rights it may have with respect to the Settlement Corridor; provided, however, that Grantee shall retain all rights it possesses vis-à-vis Persons who are not Class Members (specifically including railroads).

Grantee shall not acquire any easement rights in the Settlement Corridor except within the boundaries of Grantee's Communications Corridor or, outside of such boundaries, where AT&T might in the future enter into an agreement with a corridor ownership enterprise. The covenants, rights, terms, conditions, and provisions herein shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, assigns, lessees, and agents.

Grantor acquired his/her/its right, title, and interest in and to the land that is subject to this permanent easement pursuant to instrument dated October 4, 2004 and recorded October 5, 2004 as Instrument Number 204072750 in the Allen County (Indiana) Recorder's Office.

[Remainder of the Page Left Intentionally Blank]

Signed and witnessed this 8th day of JANUARY, 2008 at
9:00 AM HUNTERTOWN, INDIANA

WITNESS:

GRANTOR:

ACRES, INC., an Indiana corporation

J. A. KISSEL
Signature

By: David C. Van Gilder

Name: David C. Van Gilder

Title: President, Acres, Inc.

JASON A. KISSEL
Print name legibly

Accepted and Agreed to
this 26th day of MARCH, 2008

GRANTEE:
AT&T Corp.
3001 Cobb Parkway, N.W.
Room 162-022
Atlanta, GA 30339-3402

By: Peggy J. Womack
Name: PEGGY J. WOMACK

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared DAVID VAN GILDER the PRESIDENT of Acres, Inc., an Indiana corporation, who, after having been duly sworn, acknowledged the execution of the foregoing Grant of Easement for and on behalf of such Indiana corporation.

WITNESS my hand and Notarial Seal this 8TH day of JANUARY, 2008

Shane Perfect
(SHANE PERFECT) Notary Public

My Commission Expires:

3.20.15

My County of Residence:

ALLEN

This instrument was prepared by, and after recordation should be returned by mail to:

Andrew G. P. Abraham, Esq.
Dickstein Shapiro LLP
1825 Eye Street, N.W.
Washington, DC 20006-5403

I affirm, under penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

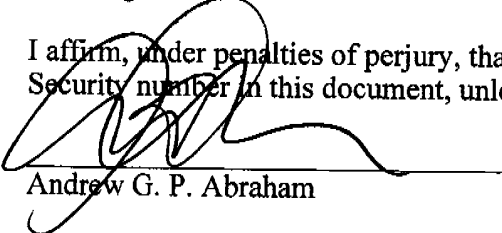

Andrew G. P. Abraham

EXHIBIT A

PART OF THE SOUTH HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 29 NORTH, RANGE 11 EAST, LAFAYETTE TOWNSHIP, ALLEN COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

STARTING AT THE SOUTHWEST CORNER OF THE SOUTH HALF OF THE EAST HALF OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 52 MINUTES 13 SECONDS EAST, 103.83 FEET, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 07 MINUTES 47 SECONDS WEST, 19.64 FEET, TO A 5/8" REBAR STAKE ON THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 69; THENCE ALONG THE NORTHERLY AND WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 69 THE FOLLOWING FIVE COURSES; NORTH 81 DEGREES 58 MINUTES 02 SECONDS EAST, 63.43 FEET TO A 5/8" REBAR STAKE; THENCE NORTHEASTERLY, 568.37 FEET, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 543.0 FEET AND SUBTENDED BY A CHORD HAVING A LENGTH OF 542.77 FEET AND BEARING NORTH 59 DEGREES 41 MINUTES 27 SECONDS EAST, TO A 5/8" REBAR STAKE; THENCE NORTH 29 DEGREES 42 MINUTES 17 SECONDS EAST, 206.05 FEET, TO A 5/8" REBAR STAKE WHICH SHALL BE THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 29 DEGREES 42 MINUTES 17 SECONDS EAST, 887.23 FEET, TO A 5/8" REBAR STAKE; THENCE NORTHEASTERLY 70.17 FEET, ALONG A CURVE TO THE LEFT TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 543.0 FEET AND SUBTENDED BY A CHORD HAVING A LENGTH OF 70.12 FEET AND BEARING NORTH 26 DEGREES 00 MINUTES 10 SECONDS EAST TO A 5/8" REBAR STAKE ON THE NORTH LINE OF THE SOUTH HALF OF THE EAST HALF OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 56 MINUTES 57 SECONDS WEST, 1234.79 FEET, ALONG SAID NORTH LINE TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE EAST HALF OF SAID SOUTHEAST QUARTER; THENCE SOUTH 01 DEGREES 10 MINUTES 55 SECONDS EAST, 883.40 FEET, ALONG THE WEST LINE OF THE SOUTH HALF OF THE EAST HALF OF SAID SOUTHEAST QUARTER TO A 5/8" REBAR STAKE; THENCE NORTH 89 DEGREES 56 MINUTES 57 SECONDS EAST, 747.21 FEET TO THE PLACE OF BEGINNING. CONTAINING 19.00 ACRES.

AND

Part of the Fractional Northwest Quarter of Section 30, Township 31 North, Range 11 East, Allen County, Indiana, more particularly described as follows, to-wit:

Beginning on the North line of said Fractional Northwest Quarter, at a point situated N 90°-00' E, a distance of 260.5 feet from the Northwest corner of said Fractional Northwest Quarter; thence N 90°-00' E, on and along the North line of said Fractional Northwest Quarter, being within the right-of-way of Yellow River Road, a distance of 534.9 feet to a point situated S 90°-00' W, a distance of 450.6 feet from the Northeast corner of said Fractional Northwest Quarter; thence S 00°-38' E, parallel to the East line of said Fractional Northwest Quarter, a distance of 1572.1 feet; thence S 72°-28' E, parallel to the Northerly right-of-way line of the Penn-Central Railroad, a distance of 474.2 feet to a point on the East line of said Fractional Northwest Quarter, said point being situated S 00°-38' E, a distance of 1715.0 feet from the Northeast corner of said Fractional Northwest Quarter; thence S 00°-38' E, on and along said East line, a distance of 405.2 feet to the point of intersection with the Northerly right-of-way line of said Penn-Central Railroad; thence N 72°-28' W, on and along said Northerly right-of-way line, a distance of 1299.6 feet to the point of intersection with the West line of said Fractional Northwest Quarter; thence N 01°-00' W, on and along said West line, being within the right-of-way of West County Line Road, a distance of 1394.35 feet to a point situated S 01°-00' E, a distance of 334.45 feet from the Northwest corner of said Fractional Northwest Quarter; thence N 90°-00' E, parallel to said North line, a distance of 260.5 feet; thence N 01°-00' W, parallel to said West line, a distance of 334.45 feet to the point of beginning, containing 35.773 acres of land, more or less, subject to legal right-of-way for Yellow River Road and West County Line Road, subject to all legal drain easements and all other easements of record.

AND

Part of the East half of the Southeast Quarter of Section 10, Township 32 North, Range 14 East, Allen County, Indiana, more particularly described as follows:

Beginning at a point on the East line of the East half of the Southeast Quarter of Section 10, Township 32 North, Range 14 East, Allen County, Indiana, said point being 60 feet South of the Northeast corner of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Sec. 10-32-14; thence South along the East line of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Sec. 10-32-14 a distance of 934.37 feet; thence West with a deflection angle to the right of 90 degr. 04 min. 40 sec. (actual) (89 degr. 31 min. deed) a distance of 1321.03 feet to a point on the West line of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Sec. 10-32-14; thence North with a deflection angle to the right of 89 degr. 55 min. 30 sec. along the West line of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Sec. 10-32-14 a distance of 925.6 feet to a point 60.0 feet South of the Northwest corner of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Sec. 10-32-14; thence East with a deflection angle to the right of 89 degr. 41 min. 40 sec. and parallel to the North line of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Sec. 10-32-14 a distance of 1321.0 feet to the point of beginning, containing 28.2 acres, subject to road rights of way and easements.

EXCEPTING THEREFROM

Part of the East Half of the Southeast Quarter of Section 10, Township 32 North, Range 14 East, Allen County, Indiana, more particularly described as follows:

Beginning at a point on the East line of the East Half of the Southeast Quarter of Section 10, Township 32 North, Range 14 East, Allen County, Indiana, said point being 60 feet South of the Northeast corner of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 10-32-14; thence South along the East line of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 10-32-14 a distance of 304.37 feet; thence West with a deflection angle to the right of 90 degrees 04 minutes 40 seconds a distance of 518.6 feet; thence South with a deflection angle to the left of 90 degrees 04 minutes 40 seconds a distance of 630.0 feet; thence West with a deflection angle to the right of 90 degrees 04 minutes 40 seconds a distance of 802.43 feet to a point on the West line of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 10-32-14; thence North with a deflection angle to the right of 89 degrees 55 minutes 30 seconds along the West line of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 10-32-14 a distance of 925.6 feet to a point 60.0 feet South of the Northwest corner of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 10-32-14; thence East with a deflection angle to the right of 89 degrees 41 minutes 40 seconds and parallel to the North line of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 10-32-14, a distance of 1321.0 feet to the point of beginning, containing 20.7 acres, subject to road rights of way and easements.



2010060830

RECORDED ON
12/03/2010 02:14:33PM
JOHN MCGAULEY
ALLEN COUNTY RECORDER
FORT WAYNE, IN

REC FEE: 16.00
TRANS # 113375

GRANT OF EASEMENT

THIS INDENTURE WITNESSETH THAT: **ACRES, INC.** of Allen County,
State of Indiana, hereinafter referred to as "GRANTOR", for and in consideration of
One Dollar, receipt of which is hereby acknowledged, does hereby grant, quit-claim, and
Convey to **PRASHANTHI, LLC**, hereinafter referred to as "GRANTEE", a
permanent easement and right-of-way for the purpose of an underground storm drain and
12" diameter pipe along and across the following described real property, located in
Allen County, State of Indiana, to-wit:

Part of the Northwest Quarter of Section 30, Township 31 North, Range 11 East, Allen
County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of Section 30, Township
31 North, Range 11 East, Allen County, Indiana; thence South 00 degrees 37 minutes 15
seconds East (recorded bearing and basis for this description) along the East line of the
NW ¼ of Section 30-31-11 a distance of 1715.0 feet to the **point of beginning**; thence
South 00 degrees, 37 minutes 15 seconds East along the East line of the NW ¼ of Section
30-31-11 a distance of 470.8 feet to a point on the North right of way line of the former
Penn Central Railroad; thence North 72 degrees 30 minutes 03 seconds West along said
right of way line a distance of 21.04 feet; thence North 00 degrees 37 minutes 15 seconds
West a distance of 470.81 feet; thence South 72 degrees 27 minutes 44 seconds East a
distance of 21.04 feet to the point of beginning, containing 0.216 acres of land.

Grantor certifies under oath that no Indiana Gross Income Tax is due or payable in
respect to the transfer made by this deed.

EXECUTED THIS 19th DAY OF November 2010

David C. V. Elder
ACRES, INC.

✓ Doc. #204072750

AUDITOR'S OFFICE
Duty entered for taxation. Subject
to final assessment for transfer.

DEC-2 2010

John McGauley
AUDITOR OF ALLEN COUNTY

Omkar Inc.
10825 Carnoustie Lane
46814

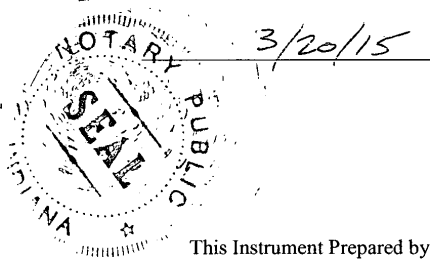
STATE OF INDIANA)
)SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State,
personally appeared DAVID C. VAN GILDER
Who acknowledged the execution of the foregoing Grant of Easement, as and for
voluntary
act and deed, for the uses and purposes therein contained.

WITNESS my hand and notary seal this 19 day of NOVEMBER
20 10.

Shane Perfect
Notary Public SHANE PERFECT

MY COMMISSION EXPIRES:



This Instrument Prepared by:

Gregory L. Roberts, P.L.S.
3521 Lake Ave., Ste. 2
Fort Wayne, IN 46805

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.

Gregory L. Roberts
(name printed, stamped or signed w/print)

EASEMENT PLAT

& N. LINE NW 1/4 SEC. 30-31-11

YELLOW RIVER RD.



3521 Lake Avenue, Suite 2
Fort Wayne, Indiana 46805
Office 260.424.7418
Fax 260.424.1918
www.donovan-eng.com

PRASHANTHI LLC.
DOC. #2007060627

NE. COR. NW 1/4
SEC. 30-31-11
HARRISON MKR.

S00°38'E(R)
S00°37'15"E(M&R)
1715.0'(M&R)
5235.57'

21.04'(M)
S72°27'44"E

0.216 Ac.

ACRES INC.
DOC. #204072750

N00°37'15"W
470.81'(M)

470.8'(M)
S00°37'15"E

E. LINE NW 1/4 SEC. 30-31-11

R.F. JOHNSON & SONS
DOC. #78-1367

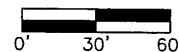
N. R/W
RAILROAD

21.04'(M)
N72°30'03"W

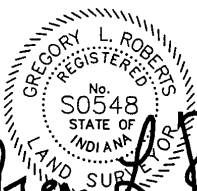
SE. COR. NW 1/4
NAIL FND.



1"=60'



Date: 10-19-10



GREGORY L. ROBERTS P.L.S. #S0548

SHEET 1 OF 2



2010065837

RECORDED ON
12/30/2010 10:52:15AM
JOHN MCGAULEY
ALLEN COUNTY RECORDER
FORT WAYNE, IN

REC FEE: 16.00
TRANS # 115951

GRANT OF EASEMENT

THIS INDENTURE WITNESSETH THAT: **ACRES, INC.** of Allen County,
State of Indiana, hereinafter referred to as "GRANTOR", for and in consideration of
One Dollar, receipt of which is hereby acknowledged, does hereby grant, quit-claim, and
Convey to **PRASHANTHI, LLC**, hereinafter referred to as "GRANTEE", a
permanent easement and right-of-way for the purpose of an underground 12" diameter
storm drain pipe and an emergency stormwater surface path and along and across the
following described real property, located in Allen County, State of Indiana, to-wit:

Part of the Northwest Quarter of Section 30, Township 31 North, Range 11 East, Allen
County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of Section 30, Township
31 North, Range 11 East, Allen County, Indiana; thence South 00 degrees 37 minutes 15
seconds East (recorded bearing and basis for this description) along the East line of the
NW ¼ of Section 30-31-11 a distance of 1715.0 feet to the **point of beginning**; thence
South 00 degrees, 37 minutes 15 seconds East along the East line of the NW ¼ of Section
30-31-11 a distance of 470.8 feet to a point on the North right of way line of the former
Penn Central Railroad; thence North 72 degrees 30 minutes 03 seconds West along said
right of way line a distance of 21.04 feet; thence North 00 degrees 37 minutes 15 seconds
West a distance of 470.81 feet; thence South 72 degrees 27 minutes 44 seconds East a
distance of 21.04 feet to the point of beginning, containing 0.216 acres of land.

Grantor certifies under oath that no Indiana Gross Income Tax is due or payable in
respect to the transfer made by this deed.

EXECUTED THIS 19th DAY OF November 2010

Doc. #204072750

DAVID C. VANGILDER

DEC 29 2010

STACEY O'DAY
ALLEN COUNTY ASSESSOR

STATE OF INDIANA)

)SS:

COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State,

personally appeared DAVID C. VAN GILDER

Who acknowledged the execution of the foregoing Grant of Easement, as and for

voluntary

act and deed, for the uses and purposes therein contained.

WITNESS my hand and notary seal this 28th day of DECEMBER

20 10.

Shane P. Ryan
Notary Public

Notary Public

SHANE PERFECT

MY COMMISSION EXPIRES:

3/20/15

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.

JULIE R. GILBERT JULIE R. GILBERT
(name printed, stamped or signed w/print)

(name printed, stamped or signed w/print)

This Instrument Prepared by:

Gregory L. Roberts, P.L.S.
3521 Lake Ave., Ste. 2
Fort Wayne, IN 46805

EASEMENT PLAT

& N. LINE NW 1/4 SEC. 30-31-11

YELLOW RIVER RD.



3521 Lake Avenue, Suite 2
Fort Wayne, Indiana 46805
Office 260.424.7418
Fax 260.424.1918
www.donovan-eng.com

PRASHANTHI LLC.
DOC. #2007060827

NE. COR. NW 1/4
SEC. 30-31-11
HARRISON MKR.

21.04' (M)
S72°27'44"E

0.216 Ac.

ACRES, INC.
DOC. #204072750

N00°37'15"W
470.81' (M)

470.8' (M)
S00°37'15"E

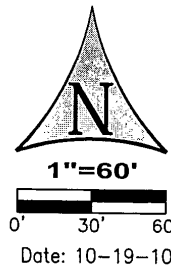
E. LINE NW 1/4 SEC. 30-31-11

R.F. JOHNSON & SONS
DOC. #78-1367

N. R/W
RAILROAD

21.04' (M)
N72°30'03"W

SE. COR. NW 1/4
NAIL FND.



GREGORY L. ROBERTS P.L.S. #S0548

SHEET 1 OF 2



8 5 5 9 9 7 5

Tx:4330440

2018039328

RECORDED: 08/07/2018 11:53:35 AM

ANITA MATHER

ALLEN COUNTY RECORDER

FORT WAYNE, IN

THIS DOCUMENT IS PROVIDED FOR SOLE USE OF FIDELITY NATIONAL TITLE AND IS NOT ELIGIBLE FOR RESALE UNDER IC 36-2-7. OFFICIAL COPIES MAY BE OBTAINED AT THE COUNTY RECORDER'S OFFICE.

Recording Cover Page

DRAINAGE EASEMENT ENCROACHMENT AGREEMENT

THIS AGREEMENT entered into as of the 20 day of JULY, 2018,
between ACRES, Inc., whose mailing address is P.O. Box 665
HUNTERTOWN, IN 46748
with notices sent to SAME
Attn: LAND MANAGEMENT; and Prashanthi, LLC by and
through its Operating Member, ABHI, Inc., by its Vice-President, Subhash K. Reddy whose mailing
address is 207 Hoosier Drive, Suite 1, Angola, Indiana 46703,

WITNESSETH, That:

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), in hand paid, the receipt
and sufficiency of which is hereby acknowledged and the mutual promises contained herein, the parties
agree as follows:

1. ACRES, INC. is the fee simple owner of the real estate ("Real Estate") situated in Allen
County, Indiana, more particularly described on **Exhibit A**, attached hereto and adopted by
reference herein.
2. A recorded Ingress and Egress Easement for Storm Drainage and Maintenance Easement
("Easement") will exist on the Real Estate, as shown on **Exhibit B after the Ingress and
Egress Storm and Drainage Easement is recorded with the Allen County recorder**,
attached hereto and adopted by reference herein.
3. In order to develop the Real Estate, Prashanthi, LLC desires to encroach on the Easement
with certain improvements and construction ("Construction"), more particularly described
and shown on **Exhibit C**, attached hereto and adopted by reference herein.
4. The Construction shall be undertaken, completed and at all times maintained by Prashanthi,
LLC in a good and workmanlike manner, using sound engineering, construction and
maintenance techniques and practices, strictly as described herein and in the location shown
herein, and so as not to impede, impair, obstruct, damage or interfere with surface water
drainage or drainage facilities within and along the Easement or the use of the Easement for
public utility purposes. Prashanthi, LLC shall apply for and obtain, at its sole cost and
expense, all necessary federal, state and/or local permits necessary to commence the
Construction.

DRAINAGE ENCROACHMENT AGREEMENT – PAGE 1

ACRES, Inc. and Prashanthi, LLC

624
Anderson Box

- THIS DOCUMENT IS PROVIDED FOR SOLE USE OF FIELD NATIONAL TITLE AND NOT ELIGIBLE FOR PENDING IC 12-2.7. OFFICIAL CERTIFICATE MAY BE OBTAINED AT THE COUNTY RECORDER'S OFFICE.
5. ACRES, Inc. and Prashanthi, LLC, its successors and assigns, agree to indemnify, defend and hold harmless Allen County, its Drainage Board and its Members, employees, agents and assigns for any liability which may be incurred by them as a result of the approval, preparation and execution of this AGREEMENT, and the subsequent design, construction, use and maintenance by Prashanthi, LLC, its successors and assigns, or County of the encroachment area described in **Exhibit C** and any pipes or structures installed or to be installed in the drainage easement. The County expressly reserves the right to require Prashanthi, LLC, at its sole cost and expense, to remove the Construction, upon thirty (30) days written notice to Prashanthi, LLC at its address in the event County determines that the Construction either: (1) has not been constructed or maintained strictly in accordance with this Agreement; (2) is impeding, impairing, obstructing, damaging or interfering with surface water drainage or drainage facilities within and along the Easement; or (3) is so interfering with the use of the Easement for public utility purposes. In the event Prashanthi, LLC fails to comply with County's notice and direction in a timely manner, Prashanthi, LLC and ACRES, Inc., grants to County the express right to enter upon the Real Estate and the County and or its agents may remove the Construction and any other structures placed upon the Easement at Prashanthi, LLC sole cost and expense. Should Prashanthi, LLC fail to pay the County's costs in removing the Construction and any other structures placed upon the Easement within sixty (60) days of written notice to Prashanthi, LLC for payment, the County shall have the right to record a lien against the Real Estate for the unpaid costs associated with the County's removal of the Construction and any other structures from the Easement located upon the Real Estate.
 6. Prashanthi, LLC, its successors and assigns, shall cause County to be named as an additional-named insured on Owner's public liability insurance policy, applicable to the Real Estate at all times during the term of this Agreement, and to furnish County with a certificate of insurance evidencing adequate coverage containing a thirty (30) day notice-of-cancellation clause.
 7. This Agreement shall remain in effect for the duration of the encroachment unless sooner terminated by the County, upon thirty (30) days written notice to Prashanthi, LLC at its address due to the failure of Prashanthi, LLC to comply with any provision thereof. The provisions of this Agreement shall be deemed covenants running with the title to the Real Estate and shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

DRAINAGE ENCROACHMENT AGREEMENT – PAGE 2

ACRES, Inc. and Prashanthi, LLC

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Signatures required have the signature section and notary sections together.

ACRES, Inc. - OWNER: _____

By: Jason Kissel (Signature)

Jason Kissel, Executive Director of ACRES, Inc.

ACRES, Inc. - OWNER: _____

By: Steve Hammer (Signature)

Steve Hammer, President of the Board of Directors of Acres, Inc.

ACKNOWLEDGMENTS

STATE OF Indiana

COUNTY OF Wabash



MICHELLE J. MILLER, Notary Public
Wabash County, State of Indiana
My Commission Expires February 13, 2021

Before me, the undersigned, a Notary Public, within and for said county and state, personally appeared Jason Kissel, Executive Director of ACRES, Inc., to me personally known as the _____ of _____, a/an _____ corporation, and also known to me as the person whose name is affixed to the foregoing instrument, this day in person and acknowledged his/her signing, sealing and delivering of said instrument as the free and voluntary act of said corporation for the consideration and purposes therein set forth, and that he/she was duly authorized to execute same by the board of directors of said corporation.

WITNESS MY HAND AND SEAL, this 20 day of July, 20 18.

Michelle J. Miller
Signature of Notary

Michelle J. Miller
Printed name of Notary

Wabash
Notary's County of Residence

February 13, 2021
Expiration Date of Notary's Commission

642110
Notary Commission Number

DRAINAGE ENCROACHMENT AGREEMENT – PAGE 3

ACRES, Inc. and Prashanthi, LLC

STATE OF Indiana
COUNTY OF Wabash

)
) SS:
)



MICHELLE J. MILLER, Notary Public
Wabash County, State of Indiana
My Commission Expires February 13, 2021

Before me, the undersigned, a Notary Public, within and for said county and state, personally appeared Steve Hammer, President of the Board of Directors of ACRES, Inc., to me personally known as the _____ of _____, a/an _____ corporation, and also known to me as the person whose name is affixed to the foregoing instrument, this day in person and acknowledged his/her signing, sealing and delivering of said instrument as the free and voluntary act of said corporation for the consideration and purposes therein set forth, and that he/she was duly authorized to execute same by the board of directors of said corporation.

WITNESS MY HAND AND SEAL, this 20 day of July, 20 18.

Michelle J. Miller
Signature of Notary

Michelle J. Miller
Printed name of Notary

Wabash
Notary's County of Residence

February 13, 2021
Expiration Date of Notary's Commission

642110
Notary Commission Number

THIS INSTRUMENT WAS PREPARED BY:
Law Office of Richard L. Helwig, J.D. C.P.A.
Attorney No. 24938-76
207 Hoosier Drive, Suite 1
Angola, Indiana 46703
(260) 665-2546 – Telephone
(260) 665-7524 - Fax

DRAINAGE ENCROACHMENT AGREEMENT – PAGE 4

ACRES, Inc. and Prashanthi, LLC

THIS DOCUMENT IS FOR RECORDER OR SOLE USE OF THE COUNTY RECORDER'S OFFICE.
Prashanthi, LLC - OWNER: _____

By: Subhash K Reddy (Signature)

ABHI, Inc., by its Vice-President, Subhash K. Reddy
Operating Member of Prashanthi, LLC

STATE OF Indiana)
COUNTY OF Allen) SS:

Before me, the undersigned, a Notary Public, within and for said county and state, personally appeared ABHI, Inc. by its Vice-President, Subhash K. Reddy, Operating Member of Prashanthi, LLC, to me personally known as the _____ of _____, a/an Indiana Limited Liability Company, and also known to me as the person whose name is affixed to the foregoing instrument, this day in person and acknowledged his/her signing, sealing and delivering of said instrument as the free and voluntary act of said corporation for the consideration and purposes therein set forth, and that he/she was duly authorized to execute same by the board of directors of said corporation.

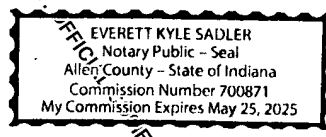
WITNESS MY HAND AND SEAL, this 1st day of August, 20 18.

Everett Kyle Sadler
Signature of Notary Printed name of Notary

Allen
Notary's County of Residence

05/25/2025
Expiration Date of Notary's Commission

700871
Notary Commission Number



THIS INSTRUMENT WAS PREPARED BY:
Law Office of Richard L. Helwig, J.D. C.P.A.
Attorney No. 24938-76
207 Hoosier Drive, Suite 1
Angola, Indiana 46703
(260) 665-2546 - Telephone
(260) 665-7524 - Fax

DRAINAGE ENCROACHMENT AGREEMENT - PAGE 5

ACRES, Inc. and Prashanthi, LLC

REDACTMENT DECLARATION

In accordance with I.C. 36-2-11-15 (c) and (d) I hereby state:

This form was prepared by Richard L. Helwig, J.D., C.P.A., Attorney at Law.

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 L. Helwig, J.D., C.P.A., Attorney

THIS INSTRUMENT WAS PREPARED BY:

Law Office of Richard L. Helwig, J.D. C.P.A.

Attorney No. 24938-76

207 Hoosier Drive, Suite 1

Angola, Indiana 46703

(260) 665-2546 – Telephone

(260) 665-7524 - Fax

DRAINAGE ENCROACHMENT AGREEMENT – PAGE 6

ACRES, Inc. and Prashanthi, LLC

THIS DOCUMENT IS
NOT VALID
WITHOUT THE
ORIGINAL

ACRES, INC.
MAIL TAX BILLS TO:
2000 Newells St.
Fort Wayne, IN 46808

W. ADJ

1204072750

RECORDED
10/05/2004 10:45:47
RECORDER
PATRICIA J. DRICK
ALLEN COUNTY, IN
Doc. No. 204072750
Receipt No. 33048
LSD 3.00
DEED 12.00
MIS. 1.00
SUSP. 8.00
TOTAL 24.00

TAX KEY NO. 17-0020-0030-0020-0020
02-14-20-476-001.000-048

DEED OF PERSONAL REPRESENTATIVE 02-04-30-100-004-000-049
02-04-10-400-003-000-062

DAVID GALL and CAROLYN McNAGNY, co-Personal Representatives of the Estate of Arthur W. Hammer,

deceased. This estate is pending Cause Number 02D01-0204-EU-324 in Allen County, Indiana. The co-Personal Representatives, by virtue of the power given a Personal Representative under Indiana law, hereby distributes to ACRES, INC., of the County of Noble, State of Indiana, the following-described real estate in Noble County, State of Indiana, more particularly described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED FOR LEGAL DESCRIPTION

SUBJECT TO all easements, conditions, encumbrances and restrictions of record.
There is no estate tax due by reason of this conveyance.

Dated this 4th day of October, 2004.

David Gall
David Gall, as co-Personal Representative of
the Estate of Arthur W. Hammer, deceased

Carolyn McNagney
Carolyn McNagney, as co-Personal Representative of
the Estate of Arthur W. Hammer, deceased

0432387
ALLEN COUNTY AUDITORS NUMBER

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared David Gall, as co-Personal Representative of the Estate of Arthur W. Hammer, deceased, and acknowledged the execution of this Deed.

WITNESS MY HAND AND SEAL this 4th day of October, 2004.

My Commission Expires:
12-27-07

[Signature]
Notary Public of Allen County, Indiana
Printed Name: *Verla D. Williams*
Resident of Allen County, Indiana

FILED

OCT 04 2004

SALES ENCLOSURE
FORM

AUDITOR'S OFFICE
Duly entered for taxation. Subject
to final acceptance for transfer.
OCT 04 2004
Robert J. Clavin
AUDITOR OF ALLEN COUNTY

2041142
H

Exhibit "A"

Drainage Easement Encroachment Agreement

THIS DOCUMENT

Exhibit "A"

PART OF THE SOUTH HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 29 NORTH, RANGE 11 EAST, LAFAYETTE TOWNSHIP, ALLEN COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

STARTING AT THE SOUTHWEST CORNER OF THE SOUTH HALF OF THE EAST HALF OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 52 MINUTES 13 SECONDS EAST, 103.83 FEET, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 07 MINUTES 47 SECONDS WEST, 19.64 FEET, TO A 5/8" REBAR STAKE ON THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 69; THENCE ALONG THE NORTHERLY AND WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 69 THE FOLLOWING FIVE COURSES; NORTH 81 DEGREES 58 MINUTES 02 SECONDS EAST, 263.43 FEET TO A 5/8" REBAR STAKE; THENCE NORTHEASTERLY, 568.37 FEET, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 543.0 FEET AND SUBTENDED BY A CHORD HAVING A LENGTH OF 542.77 FEET AND BEARING NORTH 59 DEGREES 41 MINUTES 27 SECONDS EAST, TO A 5/8" REBAR STAKE; THENCE NORTH 29 DEGREES 42 MINUTES 17 SECONDS EAST, 206.05 FEET, TO A 5/8" REBAR STAKE WHICH SHALL BE THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 29 DEGREES 42 MINUTES 17 SECONDS EAST, 897.23 FEET, TO A 5/8" REBAR STAKE; THENCE NORTHEASTERLY 70.17 FEET, ALONG A CURVE TO THE LEFT TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 543.0 FEET AND SUBTENDED BY A CHORD HAVING A LENGTH OF 70.12 FEET AND BEARING NORTH 26 DEGREES 00 MINUTES 10 SECONDS EAST TO A 5/8" REBAR STAKE ON THE NORTH LINE OF THE SOUTH HALF OF THE EAST HALF OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 56 MINUTES 57 SECONDS WEST, 1234.79 FEET, ALONG SAID NORTH LINE TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE EAST HALF OF SAID SOUTHEAST QUARTER; THENCE SOUTH 01 DEGREES 10 MINUTES 55 SECONDS EAST, 883.40 FEET, ALONG THE WEST LINE OF THE SOUTH HALF OF THE EAST HALF OF SAID SOUTHEAST QUARTER TO A 5/8" REBAR STAKE; THENCE NORTH 89 DEGREES 56 MINUTES 57 SECONDS EAST, 747.21 FEET TO THE PLACE OF BEGINNING. CONTAINING 19.00 ACRES.

SUBJECT TO: THE RIGHT-OF-WAY OF HAMILTON ROAD AND RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

Part of the Fractional Northwest Quarter of Section 30, Township 31 North, Range 11 East, Allen County, Indiana, more particularly described as follows, to-wit:

Beginning on the North line of said Fractional Northwest Quarter, at a point situated N 90°-00' E, a distance of 260.5 feet from the Northwest corner of said Fractional Northwest Quarter; thence N 90°-00' E, on and along the North line of said Fractional Northwest Quarter, being within the right-of-way of Yellow River Road, a distance of 534.9 feet to a point situated S 90°-00' W, a distance of 450.6 feet from the Northeast corner of said Fractional Northwest Quarter; thence S 00°-38' E, parallel to the East line of said Fractional Northwest Quarter, a distance of 1572.1 feet; thence S 72°-28' E, parallel to the Northerly right-of-way line of the Penn-Central Railroad, a distance of 474.2 feet to a point on the East line of said Fractional Northwest Quarter, said point being situated S 00°-38' E, a distance of 1715.0 feet from the Northeast corner of said Fractional Northwest Quarter; thence S 00°-38' E, on and along said East line, a distance of 405.2 feet to the point of intersection with the Northerly right-of-way line of said Penn-Central Railroad; thence N 72°-28' W, on and along said Northerly right-of-way line, a distance of 1299.6 feet to the point of intersection with the West line of said Fractional Northwest Quarter; thence N 01°-00' W, on and along said West line, being within the right-of-way of West County Line Road, a distance of 1394.35 feet to a point situated S 01°-00' E, a distance of 334.45 feet from the Northwest corner of said Fractional Northwest Quarter; thence N 90°-00' E, parallel to said North line, a distance of 260.5 feet; thence N 01°-00' W, parallel to said West line, a distance of 334.45 feet to the point of beginning, containing 35.773 acres of land, more or less, subject to legal right-of-way for Yellow River Road and West County Line Road, subject to all legal drain easements and all other easements of record.

AND

EXHIBIT "A"

Exhibit "A"

Drainage Easement Encroachment Agreement

W. Adj.
To Reddy

COPIES MAY BE OBTAINED AT THE COUNTY RECORDER'S OFFICE.

THIS DOCUMENT IS PROPERTY OF THE ALLEN COUNTY RECORDER'S OFFICE

Part of the East half of the Southeast Quarter of Section 10, Township 32 North, Range 14 East, Allen County, Indiana, more particularly described as follows:

Beginning at a point on the East line of the East half of the Southeast Quarter of Section 10, Township 32 North, Range 14 East, Allen County, Indiana, said point being 60 feet South of the Northeast corner of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Sec. 10-32-14; thence South along the East line of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Sec. 10-32-14 a distance of 934.37 feet; thence West with a deflection angle to the right of 90 degr. 04 min. 40 sec. (actual) (89 degr. 31 min. deed) a distance of 1321.03 feet to a point on the West line of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Sec. 10-32-14; thence North with a deflection angle to the right of 89 degr. 55 min. 30 sec. along the West line of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Sec. 10-32-14 a distance of 925.6 feet to a point 60.0 feet South of the Northwest corner of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Sec. 10-32-14; thence East with a deflection angle to the right of 89 degr. 04 min. 40 sec. and parallel to the North line of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Sec. 10-32-14 a distance of 1321.0 feet to the point of beginning, containing 20.2 acres, subject to road rights of way and easements.

EXCEPTING THEREFROM

Part of the East Half of the Southeast Quarter of Section 10, Township 32 North, Range 14 East, Allen County, Indiana, more particularly described as follows:

Beginning at a point on the East line of the East Half of the Southeast Quarter of Section 10, Township 32 North, Range 14 East, Allen County, Indiana, said point being 60 feet South of the Northeast corner of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 10-32-14; thence South along the East line of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 10-32-14 a distance of 304.37 feet; thence West with a deflection angle to the right of 90 degrees 04 minutes 40 seconds a distance of 518.6 feet; thence South with a deflection angle to the left of 90 degrees 04 minutes 40 seconds a distance of 630.0 feet; thence West with a deflection angle to the right of 90 degrees 04 minutes 40 seconds a distance of 802.43 feet to a point on the West line of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 10-32-14; thence North with a deflection angle to the right of 89 degrees 55 minutes 30 seconds along the West line of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 10-32-14 a distance of 925.6 feet to a point 60.0 feet South of the Northwest corner of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 10-32-14; thence East with a deflection angle to the right of 89 degrees 41 minutes 40 seconds and parallel to the North line of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 10-32-14, a distance of 1321.0 feet to the point of beginning, containing 20.7 acres, subject to road rights of way and easements.

Exhibit "A"

Drainage Easement Encroachment

THIS DOCUMENT IS PROVIDED FOR SOLE USE OF FIDELITY NATIONAL TITLE ASSOCIATION. NOT FOR RESALE.

EXHIBIT "B"

INGRESS AND EGRESS

EASEMENT

STORM DRAINAGE AND

MAINTENANCE

OR RESALE UNDER IC 36-2-7. OFFICIAL COPIES MAY BE OBTAINED AT THE COUNTY RECORDER'S OFFICE.

INGRESS AND EGRESS EASEMENT

STORM DRAINAGE AND MAINTENANCE

This indenture, made, this 20 day of July, 2018 by and between Acres, Inc., hereinafter referred to as "Grantor" and Prashanthi, LLC, hereinafter referred to as "Grantee":

WITNESSETH:

WHEREAS, the Grantor received title to the parcel of real estate by deed recorded as Document Number 204072750, the real estate is located in Allen County, Indiana and more particularly described on Exhibit "A" attached hereto and incorporated herein.

WHEREAS, the Grantees received title to the parcel of real estate by deed recorded as Document Number 2007060627, the real estate is located in Allen County, Indiana and more particularly described on Exhibit "B" attached hereto and incorporated herein.

WHEREAS, the Grantor is desirous of granting and conveying to the Grantees, their respective heirs, and assigns, an ingress and egress easement for storm drainage and drainage tile over the following described real estate to use the easement for themselves, their tenants, servants, visitors, and licensees:

Part of the Fractional Northwest Quarter of Section 30, Township 31 North, Range 11 East, Allen County, Indiana, more particularly described as follows, to wit:

Commencing at the Northeast corner of the Fractional Northwest Quarter; thence South 00 degrees 38 minutes East (bearings in this description are based on the record Bearings found in Document #2007060627), on the East Line of the Northwest Quarter, a distance of 1715.0 feet to THE POINT OF BEGINNING, thence continuing on the East Line South 00 degrees 38 minutes East a distance of 407.81 feet, to the Northerly right-of-way Line of the Penn-Central Railroad; thence North 72 degrees 27 minutes 23 seconds West, on the right-of-way a distance of 31.57 feet; thence North 00 degrees 38 minutes West a distance of 407.81 feet; thence South 72 degrees 27 minutes 23 seconds East, parallel with the aforesaid right-of-way.

way distance of 31.57 feet, to THE POINT OF BEGINNING. Containing 0.281 acres.

The storm drainage and maintenance easement is fully described and drawn on survey completed by Michael C. Vodde, LS# 20100011 of Anderson Surveying, Inc. attached hereto and incorporated herein as Exhibit "C".

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That in pursuance of this agreement, the Grantor hereby grants and conveys to the Grantees, their heirs and assigns, full and free right and liberty for them or their tenants, servants, visitors, and licensees to pass and repass along and over the easement.

WHEREAS, it is agreed and understood that Grantee desires and intends to install and maintain drainage tile and storm drain for the real estate described in the easement for the benefit of Grantee, Grantee's respective successors and assignees who may hereafter be the owners of the real estate described in the parcels marked as Exhibit "B".

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of One Dollar and Zero Cents (\$1.00) and other valuable consideration with the mutual covenants and agreements hereinafter contained and set forth, and in consideration of the benefits and advantages obtained and derived by each of the parties hereto by reason of the establishment of the storm drainage, drainage tile and maintenance easement for the storm and tile drainage together with the maintenance of the storm and tile drainage the parties hereto do hereby mutually agree and promise, covenant and agree as follows:

1. The parties hereto do hereby agree that the storm drainage and tile will be laid out and maintained for Grantee private use and that the drainage tile and or storm drains shall be also located within the means to meet the Allen County Drainage requirements.

THIS DOCUMENT IS PROVIDED FOR SCHEME USE ONLY. FIDELITY NATIONAL TITLE AND IS NOT ELIGIBLE FOR RE-SALE UNDER IC-36. OFFICIAL COPIES MAY BE OBTAINED AT THE COUNTY RECORDER'S OFFICE.

2. It being agreed and understood that this easement is to provide a drainage outlet for the lands owned by Grantee, any of Grantees assignees or successors in interest to this easement.
3. Any cost of any construction in effecting the drainage over, across or under the easement by the Grantees herein shall be borne entirely by the Grantees, any assignees or successors in interest to this easement.
4. Grantee, any assignees or successors in interest to the easement understand and agree Grantee will be responsible for any and all maintenance to the storm drain and drainage tile.

This easement shall run with title and shall inure to the benefit of and be binding upon both the Grantor and the Grantees, their respective successors and assigns.

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

The Grantor and Grantees signature sections and notary sections are together.

Grantor: Acres, Inc.

By: _____

President of Acres, Inc.

STATE OF Indiana)
)SS:
COUNTY OF Wabash)

Before me, the undersigned, a Notary Public in and for the County and State, personally appeared Acres, Inc. by its President, Steven Hammer, who presented his/her/their driver license as a form of identification and acknowledged the execution of the Ingress and Egress Easement to be a voluntary act and deed for the uses and purposes therein.

WITNESS MY HAND AND SEAL this 20 day of July, 2018.

(SEAL)

Michelle J. Miller
Notary Public Signature

Michelle J. Miller
Notary Public Printed Name

Resident of Wabash County, State of Indiana
MY COMMISSION EXPIRES: February 13, 2021
Commission # 642110



MICHELLE J. MILLER, Notary Public
Wabash County, State of Indiana
My Commission Expires February 13, 2021

THIS INSTRUMENT WAS PREPARED BY:
Law Office of Richard L. Helwig, J.D. C.P.A.
Attorney No. 24938-76
207 Hoosier Drive, Suite 1
Angola, Indiana 46703
(260) 665-2546 – Telephone
(260) 665-7524 - Fax

90
16438

