

1 **BILL NO. S-13-06-15**

2 **SPECIAL ORDINANCE NO. S-\_\_\_\_\_**

3 **AN ORDINANCE APPROVING THE**  
4 **PURCHASE OF A CERTAIN 1.45 ACRE**  
5 **PARCEL OF REAL PROPERTY LOCATED**  
6 **ON FOGWELL PARKWAY IN ALLEN**  
7 **COUNTY, INDIANA**

8 **WHEREAS**, the City of Fort Wayne (the "City") owns and operates the  
9 elevated water tower (the "Water Tower") on Fogwell Parkway in Allen County,  
10 Indiana, shown on the attached Exhibit "A"; and

11 **WHEREAS**, General Motors, LLC ("GM") owns the real property on  
12 which the Water Tower is located; and

13 **WHEREAS**, the City wishes to purchase from GM 1.45 acres of real  
14 property around the Water Tower (the "Real Estate"), the legal description to  
15 which is attached hereto as Exhibit "B", and which has been fenced in since the  
16 water tower was constructed; and

17 **WHEREAS**, the purchase of the Real Estate is necessary so that the  
18 City can provide its own electrical service to the Water Tower, and so that the  
19 City may have full control of its physical asset; and

20 **WHEREAS**, the purchase price for the Real Estate is ONE HUNDRED  
21 AND NO/100 DOLLARS (\$100.00); and

22 **WHEREAS**, Fort Wayne City Code mandates that the Common Council  
23 of the City of Fort Wayne approves any purchases of real property made by the  
24 City.  
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1                               **NOW THEREFORE, BE IT ORDAINED BY THE COMMON**  
2                               **COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

3  
4                               **SECTION 1.** The purchase of the Real Estate described in the  
5 attached Exhibit "B" by the City of Fort Wayne, Indiana, for the price of one  
6 hundred and no/100 (\$100.00) is hereby approved and agreed to.

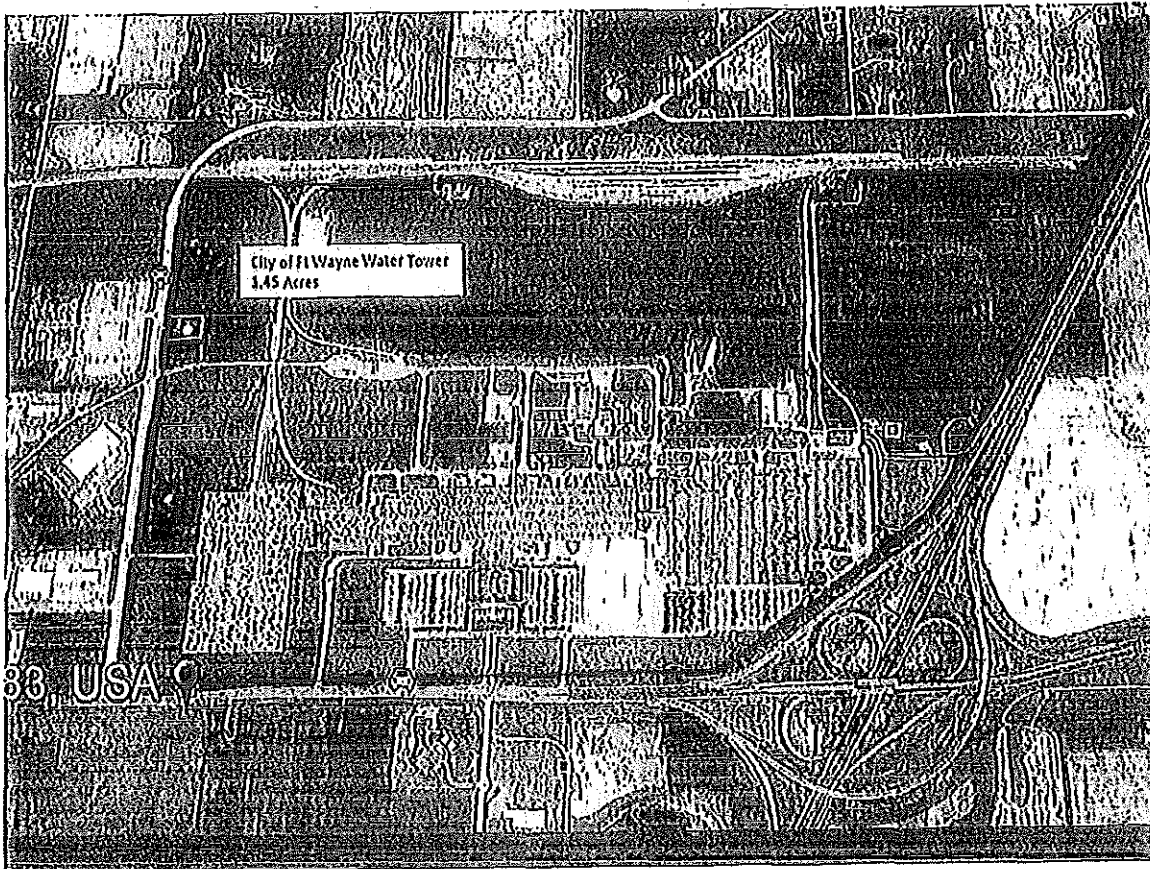
7                               **SECTION 2.** This Ordinance shall be in full force and effect from and  
8 after its passage and any and all necessary approval by the Mayor of the City  
9 of Fort Wayne, Indiana.

10  
11                               \_\_\_\_\_  
12                               Council Member

13 APPROVED AS TO FORM AND LEGALITY

14  
15                               \_\_\_\_\_  
16                               Carol Helton, City Attorney

EXHIBIT A



**EXHIBIT "B"**

**LEGAL DESCRIPTION OF THE REAL ESTATE**

Tax Id Number(s): portion of 02-16-17-100-003.000-048

Land Situated in the County of Allen in the State of IN

Part of the East Half of the Northwest Quarter of Section 17, Township 29 North, Range 11 East of the Second Principal Meridian in Allen County, Indiana, more particularly described as follows:  
Commencing at a Harrison Marker at the Northeast corner of said Northwest Quarter; thence North 89 degrees 31 minutes 19 seconds West, (state plane bearing and basis of bearings to follow), a distance of 1288.94 feet along the North line of said Northwest Quarter and within the right-of-way of Winter Road to the West line of the East Half of said Northwest Quarter; thence South 00 degrees 51 minutes 30 seconds East, a distance of 1985.27 feet along said West line; thence North 88 degrees 53 minutes 31 seconds East, a distance of 166.56 feet to a 5/8" rebar set at the Point of Beginning of the herein described tract; thence continuing North 88 degrees 53 minutes 31 seconds East, a distance of 303.28 feet to a 5/8" rebar set; thence South 00 degrees 58 minutes 28 seconds East, a distance of 208.75 feet to a 5/8" rebar set; thence South 88 degrees 58 minutes 01 seconds West, a distance of 303.33 feet to a 5/8" rebar set on the East right-of-way line of Fogwell Parkway as described in Document Number 86-032191 in the Office of the Recorder of Allen County, Indiana; thence North 00 degrees 57 minutes 42 seconds West, a distance of 208.35 feet along said East right-of-way line to the Point of Beginning. Containing 1.45 acres, more or less. Subject to easements of record.

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## **PURCHASE AND SALE AGREEMENT**

between

GENERAL MOTORS LLC, a Delaware limited liability company,

as Seller,

and

CITY OF FORT WAYNE, a municipal corporation of the State of Indiana,

as Purchaser

\_\_\_\_\_, 2013

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## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2013 (the "Effective Date"), by and between GENERAL MOTORS LLC, a Delaware limited liability company ("Seller"), and the CITY OF FORT WAYNE, a municipal corporation of the State of Indiana ("Purchaser").

### RECITALS

A. Seller is the owner of certain property known as the Fort Wayne Assembly Plant located in Ft. Wayne, Indiana (the "Plant Property").

B. Purchaser and Seller, as successor owner of the Plant Property, are parties to an Easement dated January 17, 1987 (the "Easement Agreement") and recorded on March 18, 1987 as Document No. 87-013179 in the real property records of Allen County, Indiana. The Easement Agreement grants Purchaser, as grantee, two easements across the Plant Property. One of the easements is to construct and maintain water and sanitary sewer lines, and the second easement is to construct and operate a water tower (the "Water Tower Easement").

C. Currently, Purchaser, as grantee, uses Seller's electricity from the Plant Property to operate and maintain the water tower on the Water Tower Easement.

D. Seller and Purchaser have agreed that (i) Seller will sell the real property contained in the Water Tower Easement to Purchaser, and (ii) Purchaser will provide for separately metered electricity to the water tower and will cease using Seller's electricity on the Water Tower Easement, pursuant to the terms and conditions set forth below.

### 1. DEFINITIONS AND EXHIBITS.

1.1 **Definitions.** In this Agreement, the following defined terms have the meanings set forth for them in the Section of this Agreement indicated below:

| <u>Term</u>         |                     | <u>Term</u>           |                |
|---------------------|---------------------|-----------------------|----------------|
| ACM                 | Section 6.2(d)      | LBP                   | Section 6.2(d) |
| Affiliate           | Section 6.2(d)      | Objection Date        | Section 4.1    |
| Agreement           | Opening             | Parcel                | Section 2.1(a) |
| Claims              | Section 6.2(d)      | Permitted Exceptions  | Section 4.3    |
| Closing             | Section 2.2         | Person                | Section 6.2(d) |
| Closing Date        | Section 8.1         | Plant Property        | Recital A      |
| Debris              | Section 6.1(c)(iii) | Property              | Section 2.1    |
| Easement Agreement  | Recital B           | Purchaser             | Opening        |
| Effective Date      | Opening             | Purchase Price        | Section 2.2    |
| Entire Parcel       | Section 2.1(a)      | Real Property         | Section 2.1(b) |
| Environmental Laws  | Section 6.1(c)(i)   | Seller                | Opening        |
| Exceptions          | Section 4.1         | Surviving Obligations | Section 4.1    |
| ILM                 | Section 6.2(d)      | Title Commitment      | Section 3.1    |
| Immaterial Taking   | Section 11.2        | Title Company         | Section 2.2    |
| Improvements        | Section 2.1(b)      | Title Policy          | Section 3.1    |
| Indemnified Parties | Section 6.2(d)      | Water Tower Easement  | Recital B      |
| Land                | Section 2.1(a)      |                       |                |

**1.2 Exhibits.** The Exhibits listed below are attached to and incorporated into this Agreement. In the event of any inconsistency between such Exhibits and the terms and provisions of this Agreement, the terms and provisions of the Exhibits shall control. The Exhibits to this Agreement are:

- EXHIBIT A-1 — Legal Description of the Land
- EXHIBIT A-2 — Legal Description of the Entire Parcel
- EXHIBIT A-3 — Diagram of the Parcel and Entire Parcel
- EXHIBIT B — Form of Deed

## **2. PURCHASE AND SALE OF THE PROPERTY.**

**2.1 Purchase.** For the consideration hereinafter set forth, and subject to the provisions contained herein, Seller hereby agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, all of the following (collectively, the "Property"):

(a) The approximately one and 45/100 (1.45) acres of real property (the "Parcel"), as more particularly described in Exhibit A-1, together with all reversions, remainders, easements, rights-of-way, appurtenances, hereditaments and water and mineral rights appertaining to or otherwise benefiting or used in connection with such real property, together with all of Seller's right, title and interest in and to any strips of land and streets abutting or adjoining such real property (the "Land"). The Parcel is a portion of the approximately 715.92 acre tax parcel as more particularly described in Exhibit A-2 attached hereto (the "Entire Parcel"). Upon the recording of the Deed (as hereinafter defined), the Parcel will be split out from the rest of the Entire Parcel. A diagram of the Parcel and Entire Parcel is attached hereto as Exhibit A-3; and

(b) All existing improvements and structures placed, constructed, installed or located on the Land that Seller may have an interest in (collectively, the "Improvements"; the Land and Improvements are sometimes hereinafter collectively referred to as the "Real Property");

Notwithstanding anything to the contrary, Purchaser acknowledges that the Property shall not include any emission reduction credits relating to the Property.

**2.2 Purchase Price.** The purchase price for the Property shall be One Hundred Dollars (\$100) (the "Purchase Price"). Purchaser shall deliver the Purchase Price, subject to adjustment in accordance with Article 9, shall be paid at the closing of the purchase contemplated hereby (the "Closing") in cash, by certified check, cashier's check, wire transfer, or other immediately available funds, to Title Source, Inc., as agent for First American Title Insurance Company, with its address at 662 Woodward Ave., Detroit, Michigan 48226 (the "Title Company").

**2.3 Provide Electricity to the Land.** Purchaser acknowledges and agrees that within ten (10) days of the execution of this Agreement, Purchaser shall, at its own cost and expense, ensure that the Land has its own electricity source that is separate from the electricity to the remaining portion of the Plant Property.

## **3. INVESTIGATION OF THE PROPERTY.**

**3.1 Seller's Initial Deliveries.** Within ten (10) days after the Effective Date, Seller shall, at its sole expense, deliver or cause to be delivered to Purchaser, a current title insurance commitment or preliminary title report issued by Title Company, including copies of all recorded matters affecting title referred to therein (collectively, the "Title Commitment"), contemplating the issuance by Title Company of an ALTA owner's policy of title insurance (the "Title Policy") insuring such title to the Real Property

in Purchaser in the amount of the Purchase Price, subject to the satisfaction of the requirements of the instruments to be delivered at the Closing as contemplated hereby.

**3.2 Inspection of Property.** Purchaser acknowledges that, as grantee under the Easement Agreement, it has performed its due diligence of the Property prior to the execution of this Agreement, and Purchaser waives any rights it may have to rescind or otherwise terminate this Agreement.

#### **4. TITLE.**

**4.1 Review.** Purchaser shall be entitled to object to any exceptions to title disclosed in the Title Commitment ("Exceptions"), in its reasonable discretion, by a written notice of objections delivered to Seller within ten (10) days after the date Purchaser receives the Title Commitment (the "Objection Date"). If Purchaser fails to deliver to Seller a notice of objections on or before the Objection Date, Purchaser shall be deemed to have waived any objection to any Exceptions and thereafter all Exceptions shall be deemed to be Permitted Exceptions (as hereinafter defined). Seller shall have the option, but not the obligation, within thirty (30) days after Seller's receipt of Purchaser's notice of objections, to obtain the issuance of an endorsement to the Title Commitment removing such Exceptions or to obtain affirmative title insurance protection for such Exceptions. If Seller fails either to provide for the removal of such Exceptions or to obtain affirmative title insurance protection for such Exceptions within such thirty-day period, then this Agreement, at Purchaser's option, shall be terminated by written notice delivered to Seller within three (3) days after the expiration of such thirty-day period. Upon delivery of such termination notice by Purchaser, this Agreement shall automatically terminate and the parties shall be released from all further obligations hereunder, except for obligations that, by their terms, survive the termination of this Agreement (the "Surviving Obligations"). If Purchaser fails to terminate this Agreement within the three-day period set forth above, all Exceptions referred to in Purchaser's notice of objections shall be deemed to be Permitted Exceptions, and this Agreement shall remain in full force and effect. If Purchaser waives in writing its objection to any matters described in the notice of objections, such matters shall be deemed to be Permitted Exceptions.

**4.2 Title Updates.** If any endorsement or update issued to the Title Commitment contains Exceptions other than those in the Title Commitment, Purchaser shall be entitled to object to any such Exceptions, in its reasonable discretion, by a written notice of objections to Seller on or before the date five (5) days following Purchaser's receipt of such endorsement or update. If Purchaser fails to deliver to Seller a notice of objections on or before such date, Purchaser shall be deemed to have waived any objection to any matters appearing on such endorsement or update, and thereafter all such Exceptions shall be deemed to be Permitted Exceptions. Seller shall have the option, but not the obligation, to obtain, within twenty (20) days after Seller's receipt of Purchaser's notice of objection, the issuance of an endorsement to the Title Commitment removing such Exceptions or to obtain affirmative title insurance protection for such Exceptions. If Seller fails either to provide for the removal of such Exceptions or to obtain affirmative title insurance protection for such Exceptions within such twenty-day period, then this Agreement, at Purchaser's option, shall be terminated by written notice delivered to Seller within three (3) days after the expiration of such twenty (20)-day period. Upon delivery of such termination notice, this Agreement shall automatically terminate and the parties shall be released from all further obligations under this Agreement other than the Surviving Obligations. If Purchaser fails to terminate this Agreement within the three-day period set forth above, all matters set forth in Purchaser's notice of objections relating to such endorsement or update shall be deemed to be Permitted Exceptions, and this Agreement shall remain in full force and effect. If Purchaser waives in writing its objection to any matters described in the notice of objections relating to such endorsement or update, such matters shall be deemed to be Permitted Exceptions.



**4.3 Permitted Exceptions.** The term "Permitted Exceptions" shall mean (a) all standard permitted exceptions set forth in the Title Commitment; (b) all building, zoning, and applicable ordinances and regulations of governmental authorities having jurisdiction over the Property; (c) all easements, restrictions, rights, agreements, and conditions of record and/or shown on any recorded plat for the Property; (d) all existing utility and drainage easements and rights of way; and (e) all Exceptions contained in the Title Commitment (i) to which Purchaser does not object as herein provided or (ii) as to which Purchaser has waived or is deemed to have waived its objection.

**4.4 Extension of Closing Date.** The Closing Date shall be postponed, if necessary, by the number of days required to accommodate the procedures set forth in this Article.

**5. SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller represents and warrants to Purchaser that Seller is a limited liability company duly organized and existing and in good standing under the laws of the State of Delaware. Seller has the full right and authority to enter into this Agreement and consummate the transactions contemplated by this Agreement, and all requisite company action has been taken by Seller in connection with the execution of this Agreement and the documents referenced herein and the consummation of the transactions contemplated hereby. Each of the Persons signing this Agreement on behalf of Seller is authorized to do so. Seller shall furnish to Purchaser such documents to evidence such authority as Purchaser shall reasonably request.

## **6. PURCHASER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.**

### **6.1 Representations, Warranties and Covenants.**

(a) Authority. Purchaser represents and warrants to Seller that Purchaser is a municipal entity duly organized and existing under the laws of the State of Indiana. Purchaser has the full right and authority to enter into this Agreement and consummate the transactions contemplated by this Agreement. All requisite city council and/or municipal action has been taken by Purchaser in connection with the execution of this Agreement and the documents referenced herein and the consummation of the transactions contemplated hereby. Each of the Persons signing this Agreement on behalf of Purchaser is authorized to do so. Purchaser shall furnish to Seller any and all documents to evidence such authority as Seller shall reasonably request.

(b) Debris. Purchaser represents, acknowledges, and agrees that, at Closing, the Property may contain Debris (as hereinafter defined). Purchaser represents, acknowledges, and agrees, that Purchaser, and not Seller, shall be solely liable and responsible for the proper management and disposal of such Debris.

(c) Restrictions on Uses of or at the Property. The following representations, warranties and covenants related to restrictions on uses of or at the Property shall be included in: (1) any agreement transferring complete or partial possession or ownership of the Property through sale, lease, or otherwise to any successor, assign, purchaser, or tenant, and (2) any deed of conveyance transferring complete or partial ownership of the Property as covenants and restrictions which will run with the Property and be binding upon Purchaser and all subsequent owners, tenants, and users, and shall be enforceable against Purchaser, its successors, and assigns and inure to the benefit of and be enforceable by Seller, its successors and assigns:

(i) Purchaser acknowledges and agrees that Purchaser shall, at all times, comply with any and all applicable federal, state, or local environmental laws, regulations, or ordinances, including any and all permits, licenses, or authorizations issued thereunder and including, but not limited to, any and all due care requirements under applicable law (herein collectively "Environmental Laws"), in connection with or

related to the use, operations, development, excavation, grading, construction, or demolition, at, in, on, or below the Property. Purchaser shall be solely responsible and liable for all any and all alleged or actual violations of any applicable Environmental Laws concerning or related to the Property caused by Purchaser, its agents, employees, contractors, invitees, or any other third party who: (1) had access to the Property during Purchaser's former leasehold, or (2) accesses the Property after Closing.

(ii) Purchaser acknowledges and agrees that use of groundwater at, in, or under the Property by any person or entity for any purpose, including potable and non-potable uses, shall be strictly prohibited.

(iii) Purchaser acknowledges and agrees that any and all discarded materials located on and/or under the surface of the Property, including, but not limited to, building materials from demolition activities; domestic and industrial trash; tires; automotive parts; used containers which held materials such as paint, antifreeze, gasoline, and other household substances; materials painted with lead-base paints or otherwise; wood, and other materials which may have been painted with lead-based paints; roof shingles and other building materials which may contain asbestos-containing materials (collectively, "Debris") and/or soil management and surface water and/or groundwater management required or necessary because of excavation, demolition, or soil disturbance related to the use, operations, development, excavation, grading, construction, or demolition, at, in, on, or below the Property is the sole obligation and liability of Purchaser. Such soil and/or Debris management and surface water and/or groundwater management may include in-place management, excavation, sediment and erosion control, and disposal or other soil and Debris management options which are allowed or required under applicable Environmental Laws.

(iv) Purchaser warrants and agrees that it shall not "treat," "store" or "dispose" of any "hazardous substances," "hazardous wastes" or "toxic substances" as those terms are defined under CERCLA, 42 U.S.C. 9601 et. seq., RCRA, 42 U.S.C. 6901 et. seq., or TSCA, 15 U.S.C. 2601 et. seq., or under similar Indiana law, statute, or regulation, on, at, or below the Property, and shall maintain generator-only status; provided, however, that Purchaser may (A) accumulate such substances or wastes as allowed under applicable Environmental Laws for off-site treatment, off-site storage, or off-site disposal, and (B) use commercial products on-site which may contain such substances.

(v) Purchaser acknowledges and agrees that the Property may only be used by Purchaser, its successors, assigns, and tenants for industrial uses and/or those commercial uses that do not require investigation or remediation of the Property to residential cleanup criteria under applicable law. Purchaser further acknowledges and agrees that any site modifications required at, in, on, or below the Property to accommodate such uses (including without limitation, soil and/or Debris management and surface water and/or groundwater management and any other matters relating to the use, operations, development, excavation, grading, construction, or demolition at the Property) is the sole obligation and liability of Purchaser (or the owner of the Property at the time of such activities) and will be conducted at Purchaser's sole expense.

(vi) Purchaser acknowledges and agrees that any and all management of any utility lines or piping, including, without limitation, any sanitary or storm sewers, any gas, water, electrical, or any other gas, water or electrical utility lines or piping, and any

such materials that may be included therein, and any and all management of any septic systems, and any such materials that may be included therein, which may be present at or below the Property which management may be required or necessary to properly maintain the Property or because of excavation, demolition, or soil disturbance related to future use, development, or construction at or of the Property, is the sole obligation and liability of Purchaser or the owner of the Property at the time of such activities.

(vii) Purchaser acknowledges and agrees that, in order to not interfere with Seller's wireless systems on the Plant Property, Purchaser will use only frequencies used for public safety/911 communications in Ft. Wayne and Allen County. In the event that any frequency used by Purchaser on the Property interferes with Seller's wireless systems on the Plant Property, Purchaser shall, at Purchaser's sole cost and expense, promptly remedy any interference or adjust the frequency used on the Property.

(viii) The obligations and use restrictions set forth in this Section 6.1(c) shall survive the Closing.

## **6.2 Condition of Property.**

(a) Purchaser represents to Seller that, as of the Closing, Purchaser knows, has examined and has investigated to the full satisfaction of Purchaser, the physical nature and condition, including the environmental condition, of the Property and the improvements thereon. Purchaser further represents and acknowledges that the Property may contain wetlands and woodlands that may be subject to regulation under applicable law, including Environmental Laws. Except as otherwise specifically provided in this Agreement, neither Seller nor any agent, attorney, employee or representative of Seller has made any representation whatsoever regarding the physical nature and condition, including the environmental condition, of the Property, and, except as may be specifically provided in this Agreement, that Purchaser, in executing, delivering or performing this Agreement, has not relied upon any statement or information made or given, directly or indirectly, orally or in writing, by any individual, firm or corporation.

(b) Purchaser represents that in proceeding to Closing, it is purchasing the Property "AS IS, WHERE IS" AND WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER (EXCEPT AS SET FORTH IN SECTION 5 ABOVE), EXPRESS OR IMPLIED, ORAL OR WRITTEN, AND IN PARTICULAR, WITHOUT ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and without any right of action under contract, under any applicable Environmental Laws, or under common law or equity against Seller regarding the physical nature or condition, including the environmental condition, of the Property. This representation shall survive the Closing.

(c) Purchaser expressly waives any right of rescission and all claims for damages by reason of any statement, representation, warranty, assurance, promise or agreement, if any, relating to the Property. Purchaser further releases and discharges Seller from any and all claims or causes of action (except to enforce its rights under Section 11.1 hereof) which Purchaser may now have or hereafter have against Seller relating to the Property. Purchaser expressly assumes all liability and responsibility for the Property, including, without limitation, the environmental condition of the Property.

(d) Seller has informed Purchaser that the Property may contain asbestos insulation and other asbestos-containing material ("ACM"), surfaces coated with lead-based paint ("LBP"), and/or surfaces including portions of the roof containing imbedded lead material ("ILM"). After

Closing, Purchaser acknowledges and agrees that Seller will have no further obligation with regard to the presence, condition, maintenance, handling, repair, removal, abatement or disposal of any ACM, LBP, or ILM at the Property. Purchaser expressly assumes and shall be and remain solely liable and responsible for the condition and proper maintenance, handling, repair, removal, abatement, demolition, or disposal of any ACM, LBP, or ILM at the Property under this or any other contract between the parties hereto, under any Environmental Laws or under common law or equity (collectively, "Claims"). Purchaser hereby releases Seller, each Affiliate (as defined below) of Seller, and their respective members, partners, venturers, stockholders, officers, directors, employees, agents, spouses, legal representatives, successors and assigns (together, the "Indemnified Parties"), from and Purchaser shall indemnify, defend (with counsel reasonably acceptable to Seller) and hold the Indemnified Parties harmless from and against any and all claims, including without limitation, any and all costs, liability, damages, penalties, causes of action, judgments and expenses, including, without limitation, reasonable attorneys' fees and costs, relating to ACM, LBP, or ILM, whether such claims arise under any Environmental Laws, under any other federal, state, or local statutes, regulations, and ordinances, including, without limitation, those governing health and safety, under contract law, or under common law or equity. "Affiliate" means, with respect to any Person (as hereinafter defined), any Person that controls, is controlled by or is under common control with such Person, together with its and their respective members, partners, venturers, directors, officers, stockholders, agents, employees and spouses. A Person shall be presumed to have control when it possesses the power, directly or indirectly, to direct, or cause the direction of, the management or policies of another Person, whether through ownership of voting securities, by contract, or otherwise. "Person" means an individual, partnership, limited liability company, association, corporation, or other entity.

(e) Purchaser acknowledges that the Property includes the Improvements, which may be subject to regulation or compliance under Environmental Laws or under any other federal, state, or local statutes, regulations, and ordinances, including, without limitation, those governing health and safety. After the Closing, Purchaser acknowledges and agrees that Seller will have no further obligation regarding the presence, use, condition, operation, modification, removal, disposal, replacement, repair of, or compliance with, Environmental Laws or any other federal, state, or local statutes, regulations, and ordinances, including, without limitation, those governing health and safety, relating to such Improvements, including any remediation or cleanup of any environmental conditions on, under, in, or migrating from the Property in connection therewith. Purchaser expressly assumes and shall be and remain solely liable and responsible for such Improvements. Purchaser hereby releases the Indemnified Parties from and Purchaser shall indemnify, defend (with counsel reasonably acceptable to Seller) and hold the Indemnified Parties harmless from and against, any and all Claims relating to the Improvements, whether such claims arise under any Environmental Laws, under any other federal, state, or local statutes, regulations, and ordinances, including, without limitation, those governing health and safety, under contract law, or under common law or equity.

(f) To the extent permitted under Law, Purchaser shall reimburse the Indemnified Parties from and against any and all claims, actions, suits, damages, liabilities, costs, penalties, and expenses, including reasonable attorneys' fees and disbursements arising or brought under any Environmental Laws, common law, or equity that: (i) are related to, or are in connection with the physical nature or condition of the Property, including, without limitation, the environmental condition of the Property, any environmental inspections and/or Purchaser's assessment made by or on behalf of Purchaser in accordance with Section 3.3 above, (ii) are related to or arise from any and all acts or omissions by Purchaser or Purchaser's agents, employees, contractors, subcontractors, licensees, invitees, or other third parties who are present on the Property after Closing; (iii) result from injury to person or property or loss of life sustained in or about the

Property after Closing; and (iv) without limiting the generality of the foregoing, arise from the breach by Purchaser of any of its representations, warranties, and covenants under the terms of this Agreement. Purchaser's obligations under this Section 6.2(f) shall survive the Closing or any termination of this Agreement.

## **7. CONDITIONS PRECEDENT TO CLOSING.**

**7.1 Purchaser's Conditions.** Purchaser shall not be obligated to close the transaction contemplated hereunder unless each of the following conditions shall be satisfied on the Closing Date:

(a) Performance. Seller shall have performed, in all material respects, its obligations hereunder to be performed on or before the Closing Date.

(b) Title Policy. Title Company shall issue (or commit unconditionally to issue) the Title Policy, at the normal premium rate, subject only to the Permitted Exceptions.

(c) Accuracy of Representations. The representations and warranties of Seller in Article 5 shall be true and correct in all material respects on and as of the Closing Date.

**7.2 Seller's Conditions.** Seller shall not be obligated to close the transaction contemplated hereunder unless each of the following conditions shall be satisfied on the Closing Date:

(a) Performance. Purchaser shall have performed, in all material respects, its obligations hereunder to be performed on or before the Closing Date.

(b) Separate Electricity. Purchaser shall have caused separately metered electricity to be provided to the Land, as set forth in Section 2.3 above.

(c) Accuracy of Representations. The representations and warranties of Purchaser in Article 6 shall be true and correct in all material respects on and as of the Closing Date.

**7.3 Failure of Conditions.** If any condition specified in Section 7 above is not satisfied on or before the Closing, then at Purchaser's option, (a) if Seller notifies Purchaser that Seller would like to attempt to cure or satisfy any such condition that is susceptible of cure, Purchaser may at its option extend the date for Closing to allow Seller a sufficient time (but not to exceed sixty (60) days) within which to cure or satisfy any such condition, in which case Seller shall immediately commence prosecution of such cure or satisfaction and diligently pursue same to completion, at which time a new Closing shall be scheduled within ten (10) days after completion of such cure or satisfaction, (b) Purchaser may waive such condition either at the time originally established for Closing or at any time thereafter until the end of the cure period provided pursuant to clause (a) above, (c) Purchaser may terminate this Agreement by written notice thereof to Seller, either at the time originally established for Closing or at the end of the cure period provided pursuant to clause (a) above, if by the end of such cure period such condition has not been cured, in which case the parties shall thereupon be relieved of all further obligations hereunder other than the Surviving Obligations, or (d) if the failure of the condition is due to a breach by Seller hereunder, Purchaser may pursue any of its remedies under Section 12.1.

## **8. CLOSING.**

**8.1 Time of Closing.** The Closing shall take place via mail within thirty (30) days after Purchaser causes separately metered electricity to be provided to the Land, provided that all conditions in Section 7 have been satisfied, or such earlier date as may be mutually acceptable to the parties (the "Closing Date"), provided that the Closing may be extended as set forth in Section 7.3.

**8.2 Deliveries.** At the Closing, the following shall occur:

(a) Deed. Seller shall deliver to Purchaser a duly executed and acknowledged special warranty deed, in substantially the form and content of Exhibit B, conveying the Real Property to Purchaser, warranting title against matters affecting title created by, through or under Seller, except for matters of record and the Permitted Exceptions, and containing those deed restrictions set forth in Section 6.1(c) above.

(b) Purchase Price. Purchaser shall pay to Seller the Purchase Price as provided in Section 2.2, subject to the adjustments described in Article 9.

(c) Possession. Possession of the Property shall be delivered to Purchaser.

(d) Affidavit. Seller shall execute and deliver to Purchaser and Title Company an affidavit that evidences that Seller is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code.

(e) Additional Documents. Seller and Purchaser shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all conveyances, assignments and all other instruments and documents as may be reasonably necessary in order to complete the transaction herein provided and to carry out the intent and purposes of this Agreement.

## **9. PRORATIONS AND CLOSING EXPENSES.**

**9.1 Closing Adjustments.** The cash due at Closing pursuant to Section 2.2 shall be subject to adjustment as of the Closing Date in accordance with the following provisions:

(a) Taxes. Real property taxes and assessments, including any special assessments, on the Real Property for the year of the Closing shall be prorated to the Closing Date based on the most recent assessed valuations and mill levy available, which proration shall be deemed a final settlement between the parties.

(b) Closing Costs. Purchaser shall pay for the all of the closing costs, including the premium for the Title Policy, the cost of recording any instruments required to discharge any liens or encumbrances against the Property, Title Company's escrow or settlement fees, the cost of recording Seller's deed, all transfer, sales and conveyance taxes. In addition, Purchaser will pay Seller's attorneys fees associated with the sale of the Property.

**9.2 Settlement Statement.** At the Closing, Seller and Purchaser shall execute a Closing settlement statement to reflect the credits, prorations, and adjustments contemplated by or specifically provided for in this Agreement.

**10. CASUALTY DAMAGE.** In the event that the Property is damaged by any casualty prior to Closing, Seller has no obligation to make any repairs or replacements to the Property and this Agreement will not terminate.

## **11. CONDEMNATION.**

**11.1 Notice.** If, prior to Closing, Seller learns of any actual or threatened taking in condemnation or by eminent domain (or a sale in lieu thereof) of any of the Real Property, Seller shall notify Purchaser promptly thereof.

**11.2 Termination.** Other than with respect to an Immaterial Taking (as hereinafter defined), any actual or threatened taking or condemnation for any public or quasi-public purpose or use by any competent authority in appropriate proceedings or by any right of eminent domain of any of the Real Property between the date of this Agreement and the Closing Date shall, at Purchaser's option, cause a termination of this Agreement. The election to terminate provided hereby shall be exercised by Purchaser by written notice to Seller to that effect given within thirty (30) days following Purchaser's receipt of Seller's notice pursuant to Section 11.1 above. Upon delivery of such termination notice, both parties shall be relieved of any further obligations hereunder except for the Surviving Obligations. If Purchaser shall not so elect to terminate this Agreement, or in the event of an Immaterial Taking, Seller shall be relieved of all obligations under this Agreement with respect to the portion of the Real Property so taken or condemned, but Purchaser shall be entitled to receive all proceeds of any such taking or condemnation, and Seller agrees that it shall not make any adjustment or settlement of any such taking or condemnation proceeding without Purchaser's consent and shall take at Closing all action necessary to assign its entire interest in such award to Purchaser. Any taking or condemnation for any public or quasi-public purpose or use that affects less than twenty-five percent (25%) of the square footage of the Land and that does not affect access shall be deemed an "Immaterial Taking."

## **12. REMEDIES.**

**12.1 Breach by Seller.** Time is of the essence with respect to Seller's obligations hereunder. If Seller fails to comply with any of its obligations hereunder, Purchaser, at Purchaser's option, shall be entitled, as its sole and exclusive remedy, to terminate this Agreement (whereupon both parties shall be discharged from all duties and performance hereunder other than the Surviving Obligations). Purchaser hereby waives the right to seek damages from Seller; provided that Purchaser may seek damages to the extent herein provided following the Closing for breach by Seller of its representations and warranties expressly herein set forth. Notwithstanding the foregoing to the contrary, Purchaser shall be permitted to recover costs and expenses of enforcement of this Agreement (including reasonable attorneys' fees), to the extent permitted in Section 13.12.

**12.2 Breach by Purchaser.** Time is of the essence with respect to Purchaser's obligations hereunder. If Purchaser fails to comply with any of its obligations hereunder, Seller shall be entitled to terminate this Agreement and Purchaser will promptly reimburse Seller, upon receipt of demand, for Seller's attorneys fees associated with the negotiation and documentation of this Agreement.

## **13. GENERAL PROVISIONS.**

**13.1 Construction.** As used in this Agreement, the singular shall include the plural and any gender shall include all genders as the context requires and the following words and phrases shall have the following meanings: (a) "including" shall mean "including without limitation"; (b) "provisions" shall mean "provisions, terms, agreements, covenants and/or conditions"; (c) "lien" shall mean "lien, charge, encumbrance, title retention agreement, pledge, security interest, mortgage and/or deed of trust"; (d) "obligation" shall mean "obligation, duty, agreement, liability, covenant and/or condition"; (e) any of the Property" shall mean "the Property or any part thereof or interest therein".

**13.2 Brokers.** Seller and Purchaser each hereby represent and warrant to the other that their sole contact with the other or with the Property has been made without the assistance of any broker or other third party. Purchaser and Seller shall each indemnify, defend and hold the other party and each Affiliate of such party harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, reasonable attorneys' fees) resulting from the breach by the indemnifying party of the representations, warranties, and covenants set forth in this Section. Purchaser's and Seller's obligations under this Section 13.2 shall survive the Closing and termination of this Agreement.

**13.3 Further Assurances.** Each of the parties hereto undertakes and agrees to execute and deliver such documents, writings and further assurances as may be required to carry out the intent and purposes of this Agreement.

**13.4 Entire Agreement.** No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom such waiver is sought to be enforced. This Agreement contains the entire agreement between the parties relating to the purchase and sale of the Property. All prior negotiations between the parties are merged in this Agreement; and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties other than as herein set forth.

**13.5 Survival.** The obligations of the parties hereunder, to the extent not fully performed or discharged by or through the Closing, shall not be deemed merged into any instrument delivered at Closing, shall survive Closing, and shall remain fully enforceable thereafter.

**13.6 Dates.** If any date set forth in this Agreement for the delivery of any document or the happening of any event (such as, for example, the Closing Date) should, under the terms hereof, fall on a weekend or holiday, then such date shall be automatically extended to the next succeeding weekday that is not a holiday.

**13.7 Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the state in which the Real Property is located.

**13.8 Notices.** All notices, demands or other communications required or permitted to be given hereunder shall be in writing, and any and all such items shall be deemed to have been duly delivered as of the third business day after mailing by United States mail, certified, return receipt requested, postage prepaid, addressed as follows; or (a) in the case of notices to Seller, as of the second business day after deposit with Federal Express or a similar overnight courier service, delivery charges prepaid, and (b) in the case of notices to Purchaser, as of the immediately following business day after deposit with Federal Express or a similar overnight courier service, delivery charges prepaid, addressed as follows:

If to Seller:

General Motors LLC  
300 Renaissance Center  
Mail Code: 482-C19-GRE  
Detroit, Michigan 48265  
Attention: Director of Real Estate Services  
Telephone: (313) 665-1105

with a copy to:

Lowe, Fell & Skogg, LLC  
1099 18<sup>th</sup> Street, Suite 2950  
Denver, Colorado 80202  
Attn: Kirsten J. Pederson, Esq.  
Telephone: (720) 359-8200



If to Purchaser:

City of Ft. Wayne  
City Utilities Engineering  
200 E. Berry Street, Suite 250  
Ft. Wayne, IN 46802  
Attn: Deputy Director of Engineering  
Telephone: (260) 427-5066

Any address fixed pursuant to the foregoing may be changed by the addressee by notice given pursuant to this Section 13.8.

**13.9 Headings.** The headings of Articles and Sections of this Agreement are for purposes of convenience and reference and shall not be construed as modifying the Articles or Sections in which they appear.

**13.10 Assignment.** Purchaser may not assign this Agreement without the prior written consent of Seller. Any approved assignee shall assume all obligations imposed on Purchaser as if the assignee were the original purchaser in this Agreement; provided, however, that Purchaser shall not be released from its duties and obligations hereunder.

**13.11 Successors and Assigns.** Subject to Section 13.10, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

**13.12 Attorneys' Fees.** If either party commences an action to enforce the terms of, or resolve a dispute concerning, this Agreement, the court shall award the prevailing party in such action all costs and expenses incurred by such party in connection therewith, including reasonable attorneys' fees.

**13.13 Severability.** If any provision of this Agreement is declared void or unenforceable by a final judicial or administrative order, this Agreement shall continue in full force and effect, except that the void or unenforceable provision shall be deemed deleted and replaced with a provision as similar in terms to such void or unenforceable provision as may be possible and be valid and enforceable.

**13.14 Confidentiality.** The parties hereto shall not issue any press release or otherwise make public any information with respect to this Agreement.

**13.15 Execution by Purchaser.** Seller will execute and submit this partially signed Agreement to Purchaser, so Purchaser can obtain the necessary approvals by the Fort Wayne Board of Public Works and the Common Council of the City of Ft. Wayne before Purchaser can execute this Agreement. In the event that Purchaser does not execute this Agreement within eight (8) weeks after Seller submits a partially signed Agreement to Purchaser, Seller may terminate this Agreement upon written notice to Purchaser.

**13.16 Counterparts.** This Agreement may be executed in counterparts, each of which when executed shall constitute one and the same agreement. Executed copies hereof may be delivered by facsimile or email and, upon receipt, shall be deemed originals and binding upon the parties hereto. Without limiting or otherwise affecting the validity of executed copies hereof that have been delivered by facsimile or email, the parties will use their best efforts to deliver originals as promptly as possible after execution

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date(s) set forth below, but as of the Effective Date.

SELLER:

GENERAL MOTORS LLC, a Delaware limited liability company

Date: \_\_\_\_\_, 2013

Execution Recommended  
Real Estate  
By: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Debra Homio Hoge  
Title: Global Director  
Real Estate

PURCHASER:

CITY OF FORT WAYNE, a municipal corporation of the State of Indiana

Date: May 31, 2013

By: \_\_\_\_\_  
Name: Daniel A. Brenner  
Title: Property Manager

**EXHIBIT A-1**

**LEGAL DESCRIPTION OF THE PARCEL**

Tax Id Number(s): portion of 02-16-17-100-003.000-048

Land Situated in the County of Allen in the State of IN

Part of the East Half of the Northwest Quarter of Section 17, Township 29 North, Range 11 East of the Second Principal Meridian in Allen County, Indiana, more particularly described as follows:  
Commencing at a Harrison Marker at the Northeast corner of said Northwest Quarter; thence North 89 degrees 31 minutes 19 seconds West, (state plane bearing and basis of bearings to follow), a distance of 1288.94 feet along the North line of said Northwest Quarter and within the right-of-way of Winter Road to the West line of the East Half of said Northwest Quarter; thence South 00 degrees 51 minutes 30 seconds East, a distance of 1985.27 feet along said West line; thence North 88 degrees 53 minutes 31 seconds East, a distance of 166.56 feet to a 5/8" rebar set a the Point of Beginning or the herein described tract; thence continuing North 88 degrees 53 minutes 31 seconds East, a distance of 303.28 feet to a 5/8" rebar set; thence South 00 degrees 58 minutes 28 seconds East, a distance of 208.75 feet to a 5/8" rebar set; thence South 88 degrees 58 minutes 01 seconds West, a distance of 303.33 feet to a 5/8" rebar set on the East right-of-way line of Fogwell Parkway as described in Document Number 86-032191 in the Office of the Recorder of Allen County, Indiana; thence North 00 degrees 57 minutes 42 seconds West, a distance of 208.35 feet along said East right-of-way line to the Point of Beginning. Containing 1.45 acres, more or less. Subject to easements of record.

EXHIBIT A-2

LEGAL DESCRIPTION OF THE ENTIRE PARCEL

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 15, LYING NORTHWESTERLY OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY #69 TOGETHER WITH PART OF SECTION 16, LYING NORTHWESTERLY OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY #69, ALSO TOGETHER WITH SECTION 17, EXCEPT THE WEST HALF OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE SOUTHWEST QUARTER THEREOF, ALL TOGETHER BEING IN TOWNSHIP 29 NORTH, RANGE 11 EAST, ALLEN COUNTY, INDIANA, AND ALL TOGETHER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE N 89°-22'-00" E (BEARINGS IN THIS DESCRIPTION ARE BASED ON AN INDIANA DEPARTMENT OF HIGHWAY BEARING FOR THE CENTERLINE OF INTERSTATE HIGHWAY #69), ON AND ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16, BEING WITHIN THE RIGHT-OF-WAY OF WINTERS ROAD, A DISTANCE OF 2668.04 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 16; THENCE N 89°-28'-00" E, ON AND ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16, BEING WITHIN THE RIGHT-OF-WAY OF WINTERS ROAD, A DISTANCE OF 2665.00 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 16, ALSO BEING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 15;; THENCE S 89°-52'-30" E, ON AND ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15, BEING WITHIN THE RIGHT-OF-WAY OF WINTERS ROAD, A DISTANCE OF 156.43 FEET TO THE POINT OF INTERSECTION OF SAID NORTH LINE WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY #69; THENCE S 29°-53'-53" W, ON AND ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 359.67 FEET; THENCE E 31°-39'-38" W, CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 650.31 FEET; THENCE S 26°-06'-29" W, CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 800.39 FEET; THENCE S 29°-53'-53" W, CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1300.00 FEET; THENCE S 30°-58'-20" W, CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 800.14 FEET; THENCE S 29°-53'-53" CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 300.00 FEET; THENCE S 32°-26'-08" W, CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 533.83 FEET; THENCE S 37°-53'-41" W, CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 150.87 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, AS DEFINED BY THE ARC OF A REGULAR CURVE TO THE RIGHT HAVING A RADIUS OF 1347.40 FEET, AN ARC DISTANCE OF 329.12 FEET (THE CHORD OF WHICH BEARS S 39°-11'-10" W FOR A LENGTH OF 328.30 FEET); THENCE S 45°-55'-10" W, CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 54.35 FEET TO THE POINT OF INTERSECTION OF SAID NORTHWESTERLY RIGHT-OF-WAY LINE WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16; THENCE N 01°-07'-56"

LEGAL DESCRIPTION OF THE ENTIRE PARCEL continued.

W, ON AND ALONG SAID WEST LINE, BEING WITHIN THE RIGHT-OF-WAY OF DENNIS ROAD, A DISTANCE OF 289.65 FEET; THENCE S 88°-52'-04" W, A DISTANCE OF 15.0 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF DENNIS ROAD; THENCE S 12°-28'-38" W, ON AND ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 49.26 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, AS DEFINED BY THE ARC OF A REGULAR CURVE TO THE RIGHT HAVING A RADIUS OF 452.46 FEET, AN ARC DISTANCE OF 465.80 FEET (THE CHORD OF WHICH BEARS S 28°-14'-43" E FOR A LENGTH OF 445.50 FEET) TO THE POINT OF TANGENCY; THENCE S 57°-44'-15" W, CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND TANGENT TO SAID CURVE, A DISTANCE OF 360.64 FEET; THENCE S 60°-36'-08" W, CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.08 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, AS DEFINED BY THE ARC OF A REGULAR CURVE TO THE RIGHT HAVING A RADIUS OF 442.46 FEET, AN ARC DISTANCE OF 243.64 FEET (THE CHORD OF WHICH BEARS S 73°-30'-45" W FOR A LENGTH OF 240.57 FEET); THENCE S 83°-34'-49" W, CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 50.28 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AS DEFINED BY THE ARC OF A REGULAR CURVE TO THE LEFT HAVING A RADIUS OF 139.0 FEET; AN ARC DISTANCE OF 218.34 FEET (CHORD OF WHICH BEARS S 44°-17'-15" W FOR A LENGTH OF 196.58 FEET); THENCE S 15°-01'-10" W, CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 73.76 FEET TO THE POINT OF INTERSECTION OF SAID NORTHWESTERLY RIGHT-OF-WAY LINE WITH THE NORTH RIGHT-OF-WAY LINE OF LAFAYETTE CENTER ROAD; THENCE S 89°-51'-19" WEST, ON AND ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 200.06 FEET; THENCE S 80°-09'-29" CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 101.28 FEET; THENCE S 00°-42'-45" E, A DISTANCE OF 23.93 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16; THENCE S 89°-17'-15" W, ON AND ALONG SAID SOUTH LINE, BEING WITHIN THE RIGHT-OF-WAY OF LAFAYETTE CENTER ROAD, A DISTANCE OF 1186.07 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 16, ALSO BEING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE N 89°-48'-05" W, ON AND ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17, BEING WITHIN THE RIGHT-OF-WAY OF LAFAYETTE CENTER ROAD, A DISTANCE OF 2595.60 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 17; THENCE N 89°-31'-47" W, ON AND ALONG THE SOUTH LINE OF THE SOUTHWEST CORNER OF SAID SECTION 17, BEING WITHIN THE RIGHT-OF-WAY OF LAFAYETTE CENTER ROAD, A DISTANCE OF 1297.20 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE N 00°-49'-41" W, ON AND ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 2636.08 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 17; ALSO BEING THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE N 00°-48'-00" W, ON AND ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 2622.56 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE S 89°-13'-42" E, ON AND ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17, BEING WITHIN THE RIGHT-OF-WAY OF WINTERS ROAD, A DISTANCE OF 1287.16 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 17; THENCE S 89°-37'-20" E, ON AND ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, BEING WITHIN THE RIGHT-OF-WAY OF WINTERS ROAD, A DISTANCE OF 2567.90 FEET TO THE POINT OF

**LEGAL DESCRIPTION OF THE ENTIRE PARCEL continued.**

**BEGINNING, CONTAINING 926.456 ACRES OF LAND,**

**TOGETHER WITH THE FOLLOWING DESCRIBED NON-CONTIGUOUS PARCEL:**

**ALL THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 29 NORTH, RANGE 11 EAST, ALLEN COUNTY, INDIANA, LYING SOUTHEASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY #69 AS ESTABLISHED IN THE RIGHT-OF-WAY GRANT TO THE STATE OF INDIANA, DATED JANUARY 29, 1964, RECORDED APRIL 1, 1964 IN DEED RECORD 634, PAGES 242-244 IN THE OFFICE OF THE RECORDER OF ALLEN COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:**

**BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE S 89°-31'-21" W (BEARINGS IN THIS DESCRIPTION ARE BASED ON AN INDIANA DEPARTMENT OF HIGHWAYS BEARING FOR THE CENTERLINE OF INTERSTATE HIGHWAY #69), ON AND ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 560.64 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH LINE WITH THE EASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY #69, AS ESTABLISHED BY CENTERLINE DESCRIPTION FROM LINE "C" IN THE AFORESAID RIGHT-OF-WAY GRANT; THENCE N 28°-06'-29" E, ON AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 395.72 FEET; THENCE N 29°-53'-53" E, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 711.80 FEET TO THE POINT OF INTERSECTION OF SAID EASTERLY RIGHT-OF-WAY LINE WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE S 01°-09'-17" E, ON AND ALONG SAID EAST LINE, A DISTANCE OF 961.64 FEET TO THE POINT OF BEGINNING, CONTAINING 6.289 ACRES OF LAND.**

**ALSO TOGETHER WITH THE FOLLOWING DESCRIBED NON-CONTIGUOUS PARCEL:**

**PART OF THE EAST 25 ACRES OF THE SOUTH 50 ACRES OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 29 NORTH, RANGE 11 EAST, ALLEN COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:**

**COMMENCING ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER AT A POINT SITUATED 1586.07 FEET, N 89°-17'-15" E FROM THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE N 00°-42'-45" W, A DISTANCE OF 50.0 FEET TO THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF LAFAYETTE CENTER ROAD AS ESTABLISHED RECORDED MAY 6, 1964 IN DEED RECORD 635, PAGES 559-562 IN THE OFFICE OF THE RECORDER OF ALLEN COUNTY, INDIANA BY CENTERLINE DESCRIPTION FROM LINE "S-17-C" WITH THE EASTERLY RIGHT-OF-WAY LINE OF DENNIS ROAD AS ESTABLISHED IN THE RIGHT-OF-WAY GRANT TO THE STATE OF INDIANA DATED FEBRUARY 26, 1964, AND RECORDED MAY 6, 1964 IN DEED RECORD 675, PAGES 559-562 IN THE OFFICE OF THE RECORDER OF ALLEN COUNTY, INDIANA BY CENTERLINE DESCRIPTION FROM LINE "S-17-C" WITH THE EASTERLY RIGHT-OF-WAY LINE OF DENNIS ROAD AS ESTABLISHED IN SAID RIGHT-OF-WAY GRANT BY CENTERLINE DESCRIPTION FROM LINE "P.R.12"; THENCE N 17°-34'-15" W, ON AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 68.96 FEET; THENCE NORTHEASTERLY, ON AND ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID DENNIS ROAD, AS DEFINED BY THE ARC OF THE REGULAR CURVE TO THE RIGHT HAVING A RADIUS OF 79.0 FEET, AN ARC DISTANCE OF 124.09 FEET (THE CHORD OF WHICH**

LEGAL DESCRIPTION OF THE ENTIRE PARCEL continued.

BEARS N 44°-17'-15" E FOR A LENGTH OF 111.72 FEET) TO THE POINT OF TANGENCY; THENCE N 89°-17'-15" E, CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND TANGENT TO SAID CURVE, A DISTANCE OF 50.03 FEET TO THE POINT OF CURVATURE OF A REGULAR CURVE TO THE LEFT HAVING A RADIUS 507.46 FEET; THENCE NORTHEASTERLY, CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AS DEFINED BY THE ARC OF SAID CURVE, AN ARC DISTANCE OF 279.43 FEET (THE CHORD OF WHICH BEARS N 73°-30'-45" E FOR A LENGTH OF 275.91 FEET) THENCE N 58°-24'-13" E, CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 295.49 FEET TO THE POINT OF INTERSECTION OF SAID SOUTHEASTERLY RIGHT-OF-WAY LINE WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY #69 AS ESTABLISHED IN THE AFORESAID RIGHT-OF-WAY GRANT BY CENTERLINE DESCRIPTION FROM LINE "NWC"; THENCE SOUTHWESTERLY, ON AND ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, AS DEFINED BY THE ARC OF A REGULAR CURVE TO THE LEFT HAVING A RADIUS OF 652.96 FEET, AN ARC DISTANCE OF 331.78 FEET (THE CHORD OF WHICH BEARS S 24°-00'-32" W FOR A LENGTH OF 328.23 FEET); THENCE S 41°-08'-28" W, CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 98.73 FEET TO THE POINT OF INTERSECTION OF SAID NORTHWESTERLY RIGHT-OF-WAY LINE WITH THE NORTH RIGHT-OF-WAY LINE OF LAFAYETTE CENTER ROAD; THENCE S 89°-17'-15" W, ON AND ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 425.00 FEET TO THE TRUE POINT BEGINNING, CONTAINING 2.275 ACRES OF LAND.

ALSO

A PARCEL OF LAND LOCATED IN THE NORTHWEST ONE-QUARTER AND THE NORTHEAST ONE-QUARTER OF SECTION 16 IN THE NORTHWEST ONE-QUARTER OF SECTION 15, ALL IN TOWNSHIP 29 NORTH, RANGE 11 EAST, 2ND PRINCIPAL MERIDIAN, ALLEN COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 16; THENCE NORTH 89 DEGREES 03 MINUTES 25 SECONDS EAST (BEARINGS FOR THIS DESCRIPTION BASED ON GMT-400 ASSEMBLY PLANT, SITE CO-ORDINATE SYSTEM) ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER A DISTANCE OF 1126.77 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT. BEGINNING AT THE ABOVE DESCRIBED POINT, THENCE CONTINUING ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER, NORTH 89 DEGREES 03 MINUTES 25 SECONDS EAST A DISTANCE OF 1533.60 FEET TO THE NORTH QUARTER OF CORNER OF SAID SECTION 16; THENCE NORTH 89 DEGREES 11 MINUTES 35 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 16, A DISTANCE OF 2665.21 FEET TO THE NORTHEAST CORNER OF SAID SECTION 16; THENCE NORTH 89 DEGREES 52 MINUTES 20 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 15, A DISTANCE OF 156.32 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 69; THENCE SOUTH 29 DEGREES 37 MINUTES 40 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 96.76 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 20 SECONDS WEST, PARALLEL WITH AND 84.0 FEET FROM THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 15, A DISTANCE OF 106.25 FEET TO A POINT OF THE WEST LINE OF SAID NORTHWEST ONE-QUARTER; THENCE SOUTH 89 DEGREES 11 MINUTES 35 SECONDS WEST, PARALLEL WITH AND 84.0 FEET FROM THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 16, A DISTANCE OF 2666.16 FEET; THENCE SOUTH 89 DEGREES 03 MINUTES 25 SECONDS WEST, PARALLEL WITH AND 84.0 FEET FROM THE NORTH

LEGAL DESCRIPTION OF THE ENTIRE PARCEL continued.

LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 16, A DISTANCE OF 1533.50 FEET; THENCE NORTH 0 DEGREES 56 MINUTES 35 SECONDS WEST A DISTANCE OF 84.00 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 8.353 ACRES, MORE OR LESS.

EXCEPT

A PARCEL OF LAND LOCATED IN SECTION 17, TOWNSHIP 29 NORTH, RANGE 11 EAST, 2ND PRINCIPAL MERIDIAN, ALLEN COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A STONE FOUND AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 17; THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST ONE-QUARTER NORTH 89 DEGREES 59 MINUTES 27 SECONDS EAST (BEARINGS FOR THIS DESCRIPTION BASED ON GMT-400 ASSEMBLY PLANT SITE, CO-ORDINATE SYSTEM) A DISTANCE OF 2595.42 TO THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE NORTH 0 DEGREES 12 MINUTES 03 SECONDS EAST A DISTANCE OF 148.39 FEET; THENCE NORTH 87 DEGREES 02 MINUTES 06 SECONDS WEST A DISTANCE OF 528.25 FEET TO A POINT SITUATED 175 FEET FROM THE SOUTH LINE OF SAID SOUTHEAST ONE-QUARTER; THENCE 175 FEET FROM AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST ONE-QUARTER SOUTH 89 DEGREES 59 MINUTES 27 SECONDS WEST A DISTANCE OF 864.98 FEET; THENCE SOUTH 87 DEGREES 07 MINUTES 42 SECONDS WEST, A DISTANCE OF 300.37 FEET TO A POINT SITUATED 160 FEET FROM THE SOUTH LINE OF SAID SOUTHEAST ONE-QUARTER THENCE 160 FEET FROM AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST ONE-QUARTER; SOUTH 89 DEGREES 59 MINUTES 27 SECONDS WEST A DISTANCE OF 906.72 FEET TO A POINT ON THE NORTH-SOUTH CENTER LINE OF SAID SECTION 17; THENCE SOUTH 83 DEGREES 35 MINUTES 28 SECONDS WEST A DISTANCE OF 695.22 FEET TO A POINT SITUATED 80 FEET FROM THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 17; THENCE 80 FEET FROM AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST ONE-QUARTER NORTH 89 DEGREES 48 MINUTES 18 SECONDS WEST A DISTANCE OF 375.00 FEET; THENCE NORTH 46 DEGREES 29 MINUTES 13 SECONDS WEST A DISTANCE OF 104.54 FEET; THENCE SOUTH 88 DEGREES 56 MINUTES 22 SECONDS WEST A DISTANCE OF 155.15 FEET TO THE WEST LINE OF THE EAST ONE-HALF OF SAID SOUTHWEST ONE-QUARTER; THENCE ALONG SAID WEST LINE SOUTH 1 DEGREE 07 MINUTES 40 SECONDS EAST A DISTANCE OF 148.35 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF SAID SOUTHWEST ONE-QUARTER; THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST ONE-QUARTER SOUTH 89 DEGREES 48 MINUTES 18 SECONDS EAST A DISTANCE OF 1297.20 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER AND THE POINT OF BEGINNING. PARCEL CONTAINS 13.31 ACRES, MORE OR LESS.

ALSO EXCEPT

PARCEL A:

A PARCEL OF LAND LOCATED IN SECTION 16, TOWNSHIP 29, RANGE 11 EAST, ALLEN COUNTY, INDIANA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 29 NORTH, RANGE 11 EAST, ALLEN COUNTY, INDIANA; THENCE NORTH 89 DEGREES 00 MINUTES 49 SECONDS EAST A DISTANCE OF 1,186.90 FEET; THENCE NORTH 0 DEGREES 32 MINUTES 52 SECONDS



LEGAL DESCRIPTION OF THE ENTIRE PARCEL continued.

WEST A DISTANCE OF 25.0 FEET; THENCE NORTH 80 DEGREES 55 MINUTES 18 SECONDS EAST, 101.12 FEET; THENCE NORTH 88 DEGREES 01 MINUTES 12 SECONDS EAST A DISTANCE OF 200.06 FEET; THENCE NORTH 15 DEGREES 11 MINUTES 04 SECONDS EAST A DISTANCE OF 73.76 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 139.0 FEET A DISTANCE OF 218.34 FEET (CHORD OF CURVE BEARS NORTH 44 DEGREES 27 MINUTES 09 SECONDS EAST A DISTANCE OF 196.58 FEET); THENCE NORTH 83 DEGREES 44 MINUTES 45 SECONDS EAST A DISTANCE OF 50.28 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 442.46 FEET A DISTANCE OF 243.64 FEET (CHORD OF CURVE BEARS NORTH 73 DEGREES 40 MINUTES 39 SECONDS EAST A DISTANCE OF 240.57 FEET); THENCE NORTH 60 DEGREES 46 MINUTES 01 SECONDS EAST A DISTANCE OF 200.08 FEET; THENCE NORTH 57 DEGREES 54 MINUTES 08 SECONDS EAST A DISTANCE OF 360.64 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 452.46 FEET A DISTANCE OF 465.80 FEET (CHORD OF CURVE BEARS NORTH 28 DEGREES 24 MINUTES 35 SECONDS EAST A DISTANCE OF 445.50 FEET); THENCE NORTH 10 DEGREES 43 MINUTES 51 SECONDS EAST A DISTANCE OF 48.85 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 03 SECONDS EAST A DISTANCE OF 15.0 FEET; THENCE SOUTH 1 DEGREE 04 MINUTES 57 SECONDS EAST A DISTANCE OF 286.31 FEET; THENCE NORTH 45 DEGREES 55 MINUTES 09 SECONDS EAST A DISTANCE OF 53.16 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 1347.40 FEET A DISTANCE OF 329.11 FEET (CHORD OF CURVE BEARS NORTH 39 DEGREES 11 MINUTES 10 SECONDS EAST A DISTANCE OF 328.30 FEET); THENCE NORTH 37 DEGREES 53 MINUTES 41 SECONDS EAST A DISTANCE OF 150.87 FEET; THENCE NORTH 32 DEGREES 28 MINUTES 08 SECONDS EAST A DISTANCE OF 533.83 FEET; THENCE NORTH 29 DEGREES 53 MINUTES 53 SECONDS EAST A DISTANCE OF 300.0 FEET; THENCE NORTH 30 DEGREES 58 MINUTES 20 SECONDS EAST A DISTANCE OF 700.12 FEET; THENCE SOUTH 34 DEGREES 01 MINUTES 38 SECONDS WEST A DISTANCE OF 986.56 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1332.40 FEET A DISTANCE OF 514.12 FEET (CHORD OF CURVE BEARS SOUTH 43 DEGREES 14 MINUTES 33 SECONDS WEST A DISTANCE OF 510.93 FEET); THENCE SOUTH 54 SECONDS 17 MINUTES 48 SECONDS WEST A DISTANCE OF 1,662.84 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 854.93 FEET A DISTANCE OF 496.08 FEET (CHORD OF CURVE BEARS SOUTH 70 DEGREES 55 MINUTES 11 SECONDS WEST A DISTANCE OF 489.15 FEET); THENCE SOUTH 85 DEGREES 10 MINUTES 32 SECONDS WEST A DISTANCE OF 482.01 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 07 SECONDS WEST A DISTANCE OF 584.23 FEET; THENCE SOUTH 0 DEGREES 28 MINUTES 16 SECONDS WEST A DISTANCE OF 148.39 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 16.670 ACRES, MORE OR LESS.

PARCEL B:

ALSO, A PARCEL OF LAND LOCATED IN SECTION 16, TOWNSHIP 29 NORTH, RANGE 11 EAST, ALLEN COUNTY, INDIANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 29 NORTH, RANGE 11 EAST, ALLEN COUNTY, INDIANA; THENCE NORTH 87 DEGREES 19 MINUTES 11 SECONDS EAST A DISTANCE OF 1,587.96 FEET TO THE POINT OF BEGINNING.

BEGINNING AT THE ABOVE DESCRIBED POINT, THENCE NORTH 89 DEGREES 27 MINUTES 08 SECONDS EAST A DISTANCE OF 425.00 FEET; THENCE NORTH 40 DEGREES 54 MINUTES 10 SECONDS EAST A DISTANCE OF 99.25 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 652.96 FEET A DISTANCE OF 331.78 FEET (CHORD OF CURVE BEARS NORTH 24

LEGAL DESCRIPTION OF THE ENTIRE PARCEL continued.

DEGREES 00 MINUTES 32 SECONDS EAST A DISTANCE OF 328.22 FEET); THENCE SOUTH 58 DEGREES 15 MINUTES 30 SECONDS WEST A DISTANCE OF 295.24 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 507.46 FEET A DISTANCE OF 279.43 FEET (CHORD OF CURVE BEARS SOUTH 73 DEGREES 40 MINUTES 39 SECONDS WEST A DISTANCE OF 275.92 FEET); THENCE SOUTH 89 DEGREES 27 MINUTES 08 SECONDS WEST A DISTANCE OF 50.03 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 79.0 FEET A DISTANCE OF 124.09 FEET (CHORD OF CURVE BEARS SOUTH 44 SECONDS 27 MINUTES 08 SECONDS WEST A DISTANCE OF 111.72 FEET); THENCE SOUTH 17 DEGREES 24 MINUTES 20 SECONDS EAST A DISTANCE OF 68.96 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 2.275 ACRES, MORE OR LESS.

PARCEL C:

ALSO, A PARCEL OF LAND LOCATED IN SECTION 16, TOWNSHIP 29 NORTH, RANGE 11 EAST, ALLEN COUNTY, INDIANA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 29 NORTH, RANGE 11 EAST, ALLEN COUNTY, INDIANA; THENCE NORTH 89 DEGREES 00 MINUTES 49 SECONDS EAST A DISTANCE OF 1,186.90 FEET TO A POINT ON LINE S-17-C (ISHC PROJECT NO. 1-69-4(28) 96-1962); THENCE NORTH 89 DEGREES 27 MINUTES 08 SECONDS EAST ALONG SAID LINE S-17C A DISTANCE OF 1,300.0 FEET TO ITS INTERSECTION WITH LINE C (CENTERLINE OF 1-69); THENCE NORTH 29 SECONDS 53 MINUTES 53 SECONDS EAST ALONG SAID LINE C A DISTANCE OF 1,509.30 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 53 SECONDS EAST A DISTANCE OF 165.08 FEET TO THE POINT OF BEGINNING.

BEGINNING AT THE ABOVE DESCRIBED POINT; THENCE NORTH 28 SECONDS 06 MINUTES 29 SECONDS EAST A DISTANCE OF 406.62 FEET; THENCE NORTH 29 DEGREES 53 MINUTES 53 SECONDS EAST A DISTANCE OF 800.0 FEET; THENCE NORTH 28 DEGREES 27 MINUTES 57 SECONDS EAST A DISTANCE OF 200.06 FEET; THENCE SOUTH 26 DEGREES 27 MINUTES 41 SECONDS WEST A DISTANCE OF 1,083.85 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 937.77 FEET A DISTANCE OF 275.66 FEET (CHORD OF CURVE BEARS SOUTH 20 DEGREES 31 MINUTES 24 SECONDS WEST A DISTANCE OF 274.67 FEET); THENCE SOUTH 89 DEGREES 42 MINUTES 53 SECONDS WEST A DISTANCE OF 106.43 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 1.219 ACRES, MORE OR LESS.

ALSO EXCEPT:

A PARCEL OF LAND LOCATED IN THE NORTHWEST ONE-QUARTER AND THE NORTHEAST ONE-QUARTER OF SECTION 16 IN THE NORTHWEST ONE-QUARTER OF SECTION 15, ALL IN TOWNSHIP 29 NORTH, RANGE 11 EAST, 2ND PRINCIPAL MERIDIAN, ALLEN COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 16; THENCE NORTH 89 DEGREES 03 MINUTES 25 SECONDS EAST (BEARINGS FOR THIS DESCRIPTION BASED ON GMT-400 ASSEMBLY PLANT, SITE CO-ORDINATE SYSTEM) ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER A DISTANCE OF 1126.77 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT. BEGINNING AT THE ABOVE DESCRIBED POINT, THENCE CONTINUING ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER, NORTH 89 DEGREES 03 MINUTES 25 SECONDS EAST, A DISTANCE OF

LEGAL DESCRIPTION OF THE ENTIRE PARCEL continued.

1533.60 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 16; THENCE NORTH 89 DEGREES 11 MINUTES 35 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 16, A DISTANCE OF 2665.21 FEET TO THE NORTHEAST CORNER OF SAID SECTION 16; THENCE NORTH 89 DEGREES 52 MINUTES 20 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 15, A DISTANCE OF 156.32 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 69; THENCE SOUTH 29 DEGREES 37 MINUTES 40 SECONDS WEST, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 96.76 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 20 SECONDS WEST, PARALLEL WITH AND 84.0 FEET FROM THE LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 15, A DISTANCE OF 106.25 FEET TO A POINT OF THE WEST LINE OF SAID NORTHWEST ONE-QUARTER; THENCE SOUTH 89 DEGREES 11 MINUTES 35 SECONDS WEST, PARALLEL WITH AND 84.0 FEET FROM THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 16, A DISTANCE OF 2666.16 FEET; THENCE SOUTH 89 DEGREES 03 MINUTES 25 SECONDS WEST, PARALLEL WITH AND 84.0 FEET FROM THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 16, A DISTANCE OF 1533.50 FEET; THENCE NORTH 0 DEGREES 56 MINUTES 35 SECONDS WEST A DISTANCE OF 84.00 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 8.353 ACRES MORE OR LESS.

ALSO EXCEPT:

A PARCEL OF LAND LOCATED IN SECTION 17, TOWNSHIP 29 NORTH, RANGE 11 EAST, 2ND PRINCIPAL MERIDIAN, ALLEN COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A STONE FOUND AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 17; THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST ONE-QUARTER NORTH 89 DEGREES 59 MINUTES 27 SECONDS EAST (BEARINGS FOR THIS DESCRIPTION BASED ON GMT-400 ASSEMBLY PLANT SITE CO-ORDINATE SYSTEM) A DISTANCE OF 2595.42 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE NORTH 0 DEGREES 12 MINUTES 03 SECONDS EAST A DISTANCE OF 148.39 FEET; THENCE NORTH 87 DEGREES 02 MINUTES 06 SECONDS WEST A DISTANCE OF 528.25 FEET TO A POINT SITUATED 17.5 FEET FROM THE SOUTH LINE OF SAID SOUTHEAST, ONE-QUARTER; THENCE 175 FEET FROM AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST ONE-QUARTER SOUTH 89 DEGREES 39 MINUTES 27 SECONDS WEST, A DISTANCE OF 864.98 FEET; THENCE SOUTH 87 DEGREES 07 MINUTES 42 SECONDS WEST; A DISTANCE OF 300.37 FEET TO A POINT SITUATED 160 FEET FROM THE SOUTH LINE OF SAID SOUTHEAST ONE-QUARTER; THENCE 160 FEET FROM AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST ONE-QUARTER SOUTH 89 DEGREES 59 MINUTES 27 SECONDS WEST A DISTANCE OF 906.72 FEET TO A POINT ON THE NORTH-SOUTH CENTER LINE OF SAID SECTION 17; THENCE SOUTH 83 DEGREES 35 MINUTES 28 SECONDS WEST A DISTANCE OF 695.22 FEET TO A POINT SITUATED 80 FEET FROM THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 17; THENCE 80 FEET FROM AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST ONE-QUARTER NORTH 89 DEGREES 48 MINUTES 18 SECONDS WEST A DISTANCE OF 375.00 FEET; THENCE NORTH 46 DEGREES 29 MINUTES 13 SECONDS WEST A DISTANCE OF 104.54 FEET; THENCE SOUTH 88 DEGREES 56 MINUTES 22 SECONDS WEST A DISTANCE OF 1592.15 FEET TO THE WEST LINE OF THE EAST ONE-HALF OF SAID SOUTH-WEST ONE-QUARTER; THENCE ALONG SAID WEST LINE SOUTH 1 DEGREE 07 MINUTES 40 SECONDS EAST A DISTANCE OF 148.35 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF SAID SOUTHWEST ONE-QUARTER; THENCE ALONG SOUTH LINE OF

LEGAL DESCRIPTION OF THE ENTIRE PARCEL continued.

SAID SOUTHWEST ONE-QUARTER SOUTH 89 DEGREES 48 MINUTES 18 SECONDS EAST A DISTANCE OF 1297.20 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER AND THE POINT OF BEGINNING. PARCEL CONTAINS 13.31 ACRES, MORE OR LESS.

ALSO EXCEPT:

A PART OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 30 NORTH, RANGE 11 EAST, ALLEN COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SAID SOUTHWEST QUARTER OF SECTION 14; THENCE SOUTH 88 DEGREES 57 MINUTES 41 SECONDS WEST (ALL BEARINGS IN THIS DESCRIPTION ARE BASED ON THE SOUTH LINE OF THE SAID SOUTHWEST QUARTER HAVING AN ASSUMED BEARING OF NORTH 88 DEGREES 57 MINUTES 41 SECONDS EAST) ON AND ALONG THE SOUTH LINE OF THE SAID SOUTH-WEST QUARTER OF SECTION 14 A DISTANCE OF 691.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 57 MINUTES 41 SECONDS WEST ON AND ALONG THE SOUTH LINE OF THE SAID SOUTHWEST QUARTER OF SECTION 14 A DISTANCE OF 640.50 FEET; THENCE NORTH 01 DEGREE 12 MINUTES 42 SECONDS WEST A DISTANCE OF 40.00 FEET; THENCE NORTH 88 DEGREES 57 MINUTES 41 SECONDS EAST A DISTANCE OF 111.37 FEET; THENCE SOUTH 88 DEGREES 10 MINUTES 34 SECONDS EAST A DISTANCE OF 100.12 FEET; THENCE NORTH 88 DEGREES 57 MINUTES 41 SECONDS EAST A DISTANCE OF 429.18 FEET; THENCE SOUTH 01 DEGREE 09 MINUTES 19 SECONDS EAST A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.53 ACRE MORE OR LESS OF WHICH 0.29 ACRE MORE OR LESS IS PRESENTLY BEING USED AS PUBLIC RIGHT-OF-WAY

ALSO EXCEPT

A PARCEL OF LAND LOCATED IN SECTION 16 AND SECTION 17, TOWNSHIP 29 NORTH, RANGE 11 EAST, SECOND PRINCIPAL MERIDIAN, ALLEN COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 29 NORTH, RANGE 11 EAST; THENCE SOUTH 89 DEGREES 11 MINUTES 35 SECONDS WEST (BEARINGS FOR THIS DESCRIPTION BASED ON GMT-400 ASSEMBLY PLANT SITE CO-ORDINATE SYSTEM) ALONG THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 16 A DISTANCE OF 200.00 FEET; THENCE SOUTH 1 DEGREE 31 MINUTES 20 SECONDS EAST A DISTANCE OF 64.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. BEGINNING AT THE ABOVE DESCRIBED POINT; THENCE SOUTH 89 DEGREES 11 MINUTES 35 SECONDS WEST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF WINTERS ROAD, SIDE LINE BEING 64.0 FEET FROM AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST ONE-QUARTER, A DISTANCE OF 2465.28 FEET; THENCE CONTINUING ALONG SAID PURPOSES RIGHT-OF-WAY LINE 64.0 FEET FROM AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 16, SOUTH 89 DEGREES 03 MINUTES 25 SECONDS WEST A DISTANCE OF 2042.23 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 79 DEGREES 47 MINUTES 00 SECONDS WEST A DISTANCE OF 271.25 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 88 DEGREES 23 MINUTES 00 SECONDS WEST A DISTANCE OF 285.40 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, 110.0 FEET FROM AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 17, TOWNSHIP 29 NORTH, RANGE 11 EAST AND ITS

LEGAL DESCRIPTION OF THE ENTIRE PARCEL continued.

EASTERLY EXTENSION, NORTH 89 DEGREES 52 MINUTES 18 SECONDS WEST A DISTANCE OF 2585.65 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 84 DEGREES 30 MINUTES 25 SECONDS WEST A DISTANCE OF 288.89 FEET TO A POINT ON A NONTANGENT CURVE; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 854.93 FEET, A CENTRAL ANGLE OF 47 DEGREES 15 MINUTES 51 SECONDS (THE LONG CHORD OF SAID CURVE BEARS SOUTH 66 DEGREES 55 MINUTES 24 SECONDS WEST A DISTANCE OF 685.42 FEET) AN ARC LENGTH OF 705.24 FEET TO A POINT ON A LINE WHICH IS NOT TANGENT TO SAID CURVE; THENCE SOUTH 89 DEGREES 43 MINUTES 36 SECONDS WEST A DISTANCE OF 285.56 FEET; THENCE SOUTH 72 DEGREES 11 MINUTES 15 SECONDS WEST A DISTANCE OF 139.67 FEET TO A POINT ON THE WEST LINE OF THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 17; THENCE SOUTH 1 DEGREE 02 MINUTES 21 SECONDS EAST ALONG THE WEST LINE OF THE EAST ONE-HALF OF SAID NORTHWEST ONE-QUARTER A DISTANCE OF 220.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES EAST A DISTANCE OF 2357.69 FEET; THENCE SOUTH 55 DEGREES 18 MINUTES 17 SECONDS EAST A DISTANCE OF 474.34 FEET; THENCE NORTH 90 DEGREES 00 MINUTES EAST A DISTANCE OF 2359.75 FEET; THENCE NORTH 75 DEGREES 07 MINUTES 04 SECONDS EAST A DISTANCE OF 967.71 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES WEST A DISTANCE OF 172.54 FEET; THENCE NORTH 90 DEGREES 00 MINUTES EAST A DISTANCE OF 464.00 FEET; THENCE NORTH 0 DEGREES 00 MINUTES EAST A DISTANCE OF 234.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES EAST A DISTANCE OF 2172.95 FEET; THENCE NORTH 31 DEGREE 23 MINUTES 25 SECONDS EAST A DISTANCE OF 579.35 FEET; THENCE NORTH 1 DEGREE 31 MINUTES 20 SECONDS WEST A DISTANCE OF 145.02 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 136.91 ACRES;

EXCEPTING AND RESERVING UNTO GENERAL MOTORS CORPORATION, THE GRANTOR, AN EASEMENT FOR INGRESS AND EGRESS FOR FUTURE CONSTRUCTION OF A BRIDGE AND APPROACHES TO PERMIT ACCESS TO GENERAL MOTORS PROPERTY FROM WINTERS ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART OF THE NORTHEAST ONE-QUARTER OF SECTION 17, TOWNSHIP 29 NORTH, RANGE 11 EAST, 2ND PRINCIPAL MERIDIAN, ALLEN COUNTY, INDIANA.

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST ONE-QUARTER; THENCE SOUTH 89 DEGREES 52 MINUTES 18 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHEAST ONE-QUARTER A DISTANCE OF 611.75 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES EAST A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT. A 200-FOOT WIDE INGRESS-EGRESS EASEMENT, LYING 100 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE; BEGINNING AT THE ABOVE DESCRIBED POINT; THENCE SOUTH 0 DEGREES 00 MINUTES EAST A DISTANCE OF 559.39 FEET TO THE POINT OF TERMINUS OF THE HEREIN DESCRIBED EASEMENT. PARCEL CONTAINS 2.568 ACRES, MORE OR LESS. SAID EASEMENT SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS AND RESTRICTIONS; ALL STRUCTURES SHALL PROVIDE A MINIMUM OVERHEAD VERTICAL CLEARANCE OF 23.0 FEET, AS MEASURED FROM TOP OF RAIL OVER ALL RAILWAY TRACKS, WHETHER NOW EXISTING OR CONSTRUCTED IN THE FUTURE, AND AN OVERHEAD VERTICAL CLEARANCE OF 16.5 FEET, MEASURED FROM CROWN OF ROADWAY SURFACE ABOVE ALL ROADWAYS. ALL ABUTMENTS AND PIERS SHALL HAVE A MINIMUM HORIZONTAL CLEARANCE OF 14.0 FEET AS MEASURED FROM EDGE OF THE STRUCTURE TO THE CENTERLINE OF NEAREST RAILWAY TRACK; ALSO NO ABUTMENTS OR PIERS SHALL BE PLACED NEARER TO ANY ROADWAY THAN THE OUTER EDGE OF THE EXISTING ROADWAY

**LEGAL DESCRIPTION OF THE ENTIRE PARCEL continued.**

SHOULDERS. THE HEREIN-BEFORE DESCRIBED EASEMENT RESERVED TO THE SELLER IS FOR THE PURPOSE OF ACCOMMODATING AERIAL FACILITIES ONLY, EXCEPT FOR APPROACHES AND PIERS, ABUTMENTS AND OTHER SIMILAR FACILITIES NECESSARY FOR SUCH AERIAL FACILITIES.

AND SUBJECT TO A 50 FOOT WIDE EASEMENT TO NORTHERN INDIANA PUBLIC SERVICE COMPANY FOR THE PURPOSE OF A GAS PIPELINE; A UNIFORM 50 FOOT WIDE TRACT OF LAND IN THE NORTH ONE-HALF OF SECTION 16, TOWNSHIP 29 NORTH, RANGE 11 EAST OF THE 2ND PRINCIPAL MERIDIAN, ALLEN COUNTY, INDIANA, LYING 40 FEET EAST OF AND 10 FEET WEST OF AND PARALLEL WITH THE NORTH-SOUTH CENTERLINE OF SAID SECTION 16, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 16; THENCE SOUTH 1 DEGREE 27 MINUTES 23 SECONDS EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION A DISTANCE OF 64.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT. BEGINNING AT THE ABOVE DESCRIBED POINT; THENCE CONTINUING ALONG SAID NORTH-SOUTH CENTERLINE SOUTH 1 DEGREE 27 MINUTES 23 SECONDS EAST A DISTANCE OF 605.00 FEET TO THE POINT OF TERMINUS OF THE HEREIN DESCRIBED EASEMENT. PARCEL CONTAINS 0.69 ACRES, MORE OR LESS. FOR SURVEY BY COIL & DICKMEYER, INC., JOHN L. UPDIKE, SURVEYOR, DATED MAY 2, 1986, REVISED AUGUST 15, AND AUGUST 21, 1986.

ALSO EXCEPT:

PART OF THE SOUTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 29 NORTH, RANGE 11 EAST, 2ND PRINCIPLE MERIDIAN, ALLEN COUNTY, INDIANA:

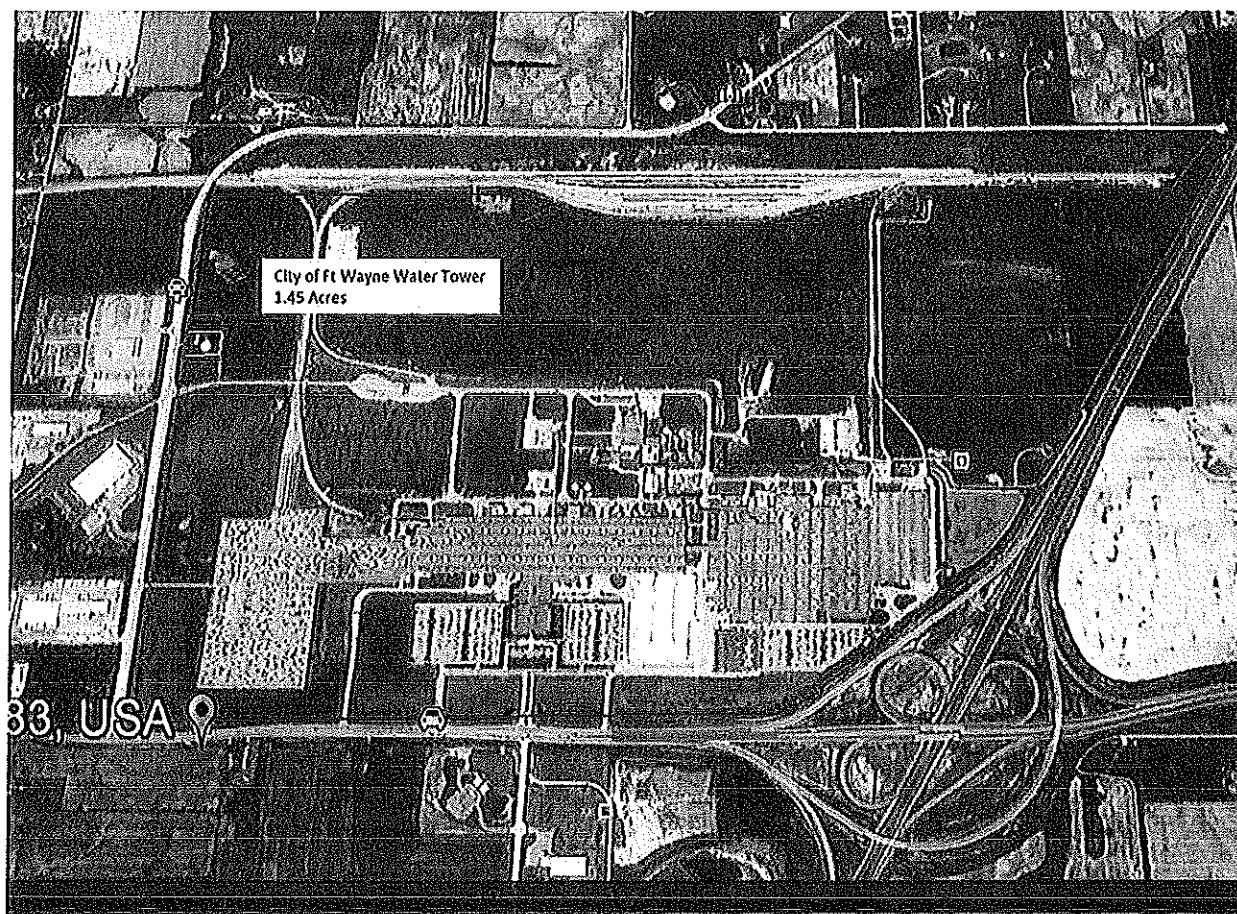
COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 16; THENCE SOUTH 89 DEGREES 24 MINUTES 04 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST ONE-QUARTER A DISTANCE OF 1334.38 FEET; THENCE NORTH 1 DEGREE 23 MINUTES 37 SECONDS WEST A DISTANCE OF 1297.14 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. BEGINNING AT THE ABOVE DESCRIBED POINT; THENCE NORTH 1 DEGREE 23 MINUTE 37 SECONDS WEST A DISTANCE OF 949.59 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 69; THENCE SOUTH 26 DEGREES 18 MINUTES 43 SECONDS WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 777.70 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 937.77 FEET, A CENTRAL ANGLE OF 16 DEGREES 47 MINUTES 14 SECONDS (THE LONG CHORD BEARS SOUTH 20 DEGREES 32 MINUTES 57 SECONDS WEST A DISTANCE OF 273.78 FEET) AN ARC LENGTH OF 274.76 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 40 SECONDS EAST A DISTANCE OF 462.65 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 5.30 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS OF RECORD.

Property                      12200 Lafayette Center Rd., Roanoke, IN  
Address:

EXHIBIT A-3

DIAGRAM OF THE PARCEL AND ENTIRE PARCEL



**EXHIBIT B**

**FORM OF DEED**

**SPECIAL WARRANTY DEED**

**THIS INDENTURE WITNESSETH**, That GENERAL MOTORS LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Grantor"), CONVEYS AND SPECIALLY WARRANTS to CITY OF FORT WAYNE, a municipal corporation of the State of Indiana ("Grantee"), of Allen County, in the State of Indiana for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Allen County, in the State of Indiana ("Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

The Property conveyed is subject to all matters of record and the following restrictions:

Grantee acknowledges and agrees that Grantee shall, at all times, comply with any and all applicable federal, state, or local environmental laws, regulations, or ordinances, including any and all permits, licenses, or authorizations issued thereunder and including, but not limited to, any and all due care requirements under applicable law (herein collectively "Environmental Laws"), in connection with or related to the use, operations, development, excavation, grading, construction, or demolition, at, in, on, or below the Property. Grantee shall be solely responsible and liable for all any and all alleged or actual violations of any applicable Environmental Laws concerning or related to the Property caused by Grantee, its agents, employees, contractors, invitees, or any other third party who: (1) had access to the Property during Grantee's former leasehold, or (2) accesses the Property after Closing.

Grantee acknowledges and agrees that use of groundwater at, in, or under the Property by any person or entity for any purpose, including potable and non-potable uses, shall be strictly prohibited.

Grantee acknowledges and agrees that any and all discarded materials located on and/or under the surface of the Property, including, but not limited to, building materials from demolition activities; domestic and industrial trash; tires; automotive parts; used containers which held materials such as paint, antifreeze, gasoline, and other household substances; materials painted with lead-base paints or otherwise; wood, and other materials which may have been painted with lead-based paints; roof shingles and other building materials which may contain asbestos-containing materials (collectively, "Debris") and/or soil management and surface water and/or groundwater management required or necessary because of excavation, demolition, or soil disturbance related to the use, operations, development, excavation, grading, construction, or demolition, at, in, on, or below the Property is the sole obligation and liability of Grantee. Such soil and/or



Debris management and surface water and/or groundwater management may include in-place management, excavation, sediment and erosion control, and disposal or other soil and Debris management options which are allowed or required under applicable Environmental Laws.

Grantee warrants and agrees that it shall not "treat," "store" or "dispose" of any "hazardous substances," "hazardous wastes" or "toxic substances" as those terms are defined under CERCLA, 42 U.S.C. 9601 et. seq., RCRA, 42 U.S.C. 6901 et. seq., or TSCA, 15 U.S.C. 2601 et. seq., or under similar Indiana law, statute, or regulation, on, at, or below the Property, and shall maintain generator-only status; provided, however, that Grantee may (A) accumulate such substances or wastes as allowed under applicable Environmental Laws for off-site treatment, off-site storage, or off-site disposal, and (B) use commercial products on-site which may contain such substances.

Grantee acknowledges and agrees that the Property may only be used by Grantee, its successors, assigns, and tenants for industrial uses and/or those commercial uses that do not require investigation or remediation of the Property to residential cleanup criteria under applicable law. Grantee further acknowledges and agrees that any site modifications required at, in, on, or below the Property to accommodate such uses (including without limitation, soil and/or Debris management and surface water and/or groundwater management and any other matters relating to the use, operations, development, excavation, grading, construction, or demolition at the Property) is the sole obligation and liability of Grantee (or the owner of the Property at the time of such activities) and will be conducted at Grantee's sole expense.

Grantee acknowledges and agrees that any and all management of any utility lines or piping, including, without limitation, any sanitary or storm sewers, any gas, water, electrical, or any other gas, water or electrical utility lines or piping, and any such materials that may be included therein, and any and all management of any septic systems, and any such materials that may be included therein, which may be present at or below the Property which management may be required or necessary to properly maintain the Property or because of excavation, demolition, or soil disturbance related to future use, development, or construction at or of the Property, is the sole obligation and liability of Grantee or the owner of the Property at the time of such activities.

Grantee acknowledges and agrees that, in order to not interfere with Seller's wireless systems on the Plant Property, Grantee will use only frequencies used for public safety/911 communications in Ft. Wayne and Allen County. In the event that any frequency used by Grantee on the Property interferes with Seller's wireless systems on the Plant Property, Grantee shall, at Grantee's sole cost and expense, promptly remedy any interference or adjust the frequency used on the Property.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Grantor has executed this deed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

GENERAL MOTORS LLC, a Delaware limited liability company

By: *Debra Homio Hoge*  
Print Name: \_\_\_\_\_  
Print Office: \_\_\_\_\_  
Global Director  
Real Estate

STATE OF MICHIGAN )  
 ) SS:  
COUNTY OF WAYNE )

Before me, a Notary Public in and for said County and State, personally appeared *Debra Homio Hoge* who acknowledged the execution of the foregoing Special Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this *28<sup>th</sup>* day of *May*, 2013.

Signature *Kathleen M. Rentenbach*  
Printed \_\_\_\_\_

Acting in the County of Wayne, Michigan.

My commission expires: \_\_\_\_\_

KATHLEEN M. RENTENBACH  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF WAYNE  
MY COMMISSION EXPIRES Sep 22, 2016  
ACTING IN COUNTY OF

This instrument prepared by:

Kirsten J. Pederson, Esq.  
Attorney at Law  
Lowe, Fell & Skogg, LLC  
1099 18<sup>th</sup> Street, Suite 2950  
Denver, CO 80202

Return deed to: \_\_\_\_\_

Send tax bills to: \_\_\_\_\_

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

\_\_\_\_\_  
Kirsten J. Pederson, Esq., Attorney at Law

## EXHIBIT "A"

### Legal Description

Tax Id Number(s): portion of 02-16-17-100-003.000-048

Land Situated in the County of Allen in the State of IN

Part of the East Half of the Northwest Quarter of Section 17, Township 29 North, Range 11 East of the Second Principal Meridian in Allen County, Indiana, more particularly described as follows:  
Commencing at a Harrison Marker at the Northeast corner of said Northwest Quarter; thence North 89 degrees 31 minutes 19 seconds West, (state plane bearing and basis of bearings to follow), a distance of 1288.94 feet along the North line of said Northwest Quarter and within the right-of-way of Winter Road to the West line of the East Half of said Northwest Quarter; thence South 00 degrees 51 minutes 30 seconds East, a distance of 1985.27 feet along said West line; thence North 88 degrees 53 minutes 31 seconds East, a distance of 166.56 feet to a 5/8" rebar set at the Point of Beginning of the herein described tract; thence continuing North 88 degrees 53 minutes 31 seconds East, a distance of 303.28 feet to a 5/8" rebar set; thence South 00 degrees 58 minutes 28 seconds East, a distance of 208.75 feet to a 5/8" rebar set; thence South 88 degrees 58 minutes 01 seconds West, a distance of 303.33 feet to a 5/8" rebar set on the East right-of-way line of Fogwell Parkway as described in Document Number 86-032191 in the Office of the Recorder of Allen County, Indiana; thence North 00 degrees 57 minutes 42 seconds West, a distance of 208.35 feet along said East right-of-way line to the Point of Beginning. Containing 1.45 acres, more or less. Subject to easements of record.

# Interoffice Memo

Date: June 19, 2013  
To: Common Council Members  
From: Charles Northrop, Program Manager – Capital Project Services 427-1330  
RE: Purchase of 1.45 acres of land underneath City Utilities' water tower  
on Fogwell Parkway from General Motors, LLC

**Council District #: Not within a Council District**

Fort Wayne City Utilities owns and operates the elevated water tower on Fogwell Parkway on the west side of the General Motors property in southwest Allen County. GM owns the land underneath the water tower. The City would like to buy from GM, and GM would like to sell to the City, 1.45 acres around the water tower for an agreed upon price of \$100 which is less than the average of two appraisals. The 1.45 acres in question is fenced in, and has been since the water tower was constructed.

Implications of not being approved: The water tower is currently served by electricity from GM's plant. By owning the land, City Utilities will be able to make modifications and installations to ensure continuous power to the site, including permanent generators, new dedicated electrical services from REMC, and small support buildings on the site. If this purchase is not approved, City Utilities will not be able to make upgrades to the site, and there would be no back-up electrical service.

If Prior Approval is being Requested, Justify: N/A

The cost of said project funded by Water Revenue

**Council Introduction Date: June 25, 2013**

CC: Matthew Wirtz  
Diane Brown  
Chrono