

SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH: That the INDIANA TOLL ROAD COMMISSION, a body corporate and politic established by law of the State of Indiana (Grantor), with its principal office in St. Joseph County in the State of Indiana, REMISES, RELEASES AND CONVEYS to DAVID J. MATTESON (Grantee) for One Dollar and no/cents (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in St. Joseph County, Indiana, to-wit:

PARCEL 70-B-2(XL)

Part of the East Half of the Northeast Quarter of Section 27, Township 38 North, Range 3 East, bounded and described as follows:

Beginning on the centerline of Fir Road at the North eighth section line of said section; thence Northerly on the centerline of Fir Road 12 rods and 2 feet; thence Easterly parallel with the north line of said quarter-quarter section 40 rods; thence Southerly parallel with the centerline of Fir Road 26 feet, more or less, to a point which is 150 feet northwesterly, measured at right angles, from the centerline of the Indiana East-West Toll Road (a Centerline Survey Map of which is on file in the office of the Recorder of St. Joseph County, Indiana); thence Southwesterly parallel with said toll road centerline on a curve to the left having a radius of 7489.44 feet a distance of 210 feet more or less, to a point which is 150 feet northwesterly, measured at right angles, from said toll road centerline at station 4522+00; thence Northwesterly 10.00 to a point which is 160 feet northwesterly, measured at right angles, from said toll road centerline at station 4522+00; thence southwesterly parallel with said toll road centerline on a curve to the left having a radius of 7479.44 feet a distance of 570 feet, more or less, to a line which is parallel with the north line of said quarter-quarter section at a point on the centerline of Fir Road which is South 0 degrees 43 minutes 48 seconds East, measured on the centerline of Fir Road from the North eighth section line; thence westerly parallel with the north line of said quarter-quarter section 12 feet, more or less, to the centerline of Fir Road; thence North 0 degrees 43 minutes 48 seconds West on the centerline of Fir Road 16 rods to the point of beginning, containing 3.96 acres, more or less.

Subject to all easements and restrictions of record and to all roads, highways, streets, alleys, railroad rights-of-way, switch and spur tracks, easements for existing pipelines, gas mains, sewers, water mains, ditches and drains, if any.

The Grantees, for themselves, their heirs, administrators, executors, successors, and assigns hereby covenant and agree and by acceptance of delivery of this deed do agree that they shall have no right of access to or upon the Indiana East-West Toll Road from or at any point at which the foregoing described real estate may be

adjacent to and/or contiguous with said Indiana East-West Toll Road.

The Grantees for themselves, their successors and assigns hereby release and forever discharge the State of Indiana and the Indiana Toll Road Commission of and from any and all liabilities, claims, costs, demands and causes of action for failure to so provide said access.

The Grantees, for themselves, their successors and assigns by the acceptance of delivery of the Special Warranty Deed covenants and agrees with the Grantor that they will not establish, maintain or permit any person, firm or corporation to establish or maintain on any of the lands described in this conveyance, any billboard, sign, notice poster or advertising device or display.

Grantor makes no warranties whatever regarding the title to the premises hereby conveyed except Grantor does warrant to the Grantee that the Grantor has not done nor suffered anything to be done whereby said title has been in any manner encumbered or changed while Grantor has held title to said premises.

This conveyance is made pursuant to the authority contained in Chapter 281 of the 1951 Acts of the General Assembly of the State of Indiana, all Acts amendatory thereto and supplemental thereto, and in accordance with a resolution duly adopted by the Grantor at its regularly convened meeting held on the 11th day of August, 1978, said meeting being Meeting No. 416 as reflected in the minutes of said meeting.

