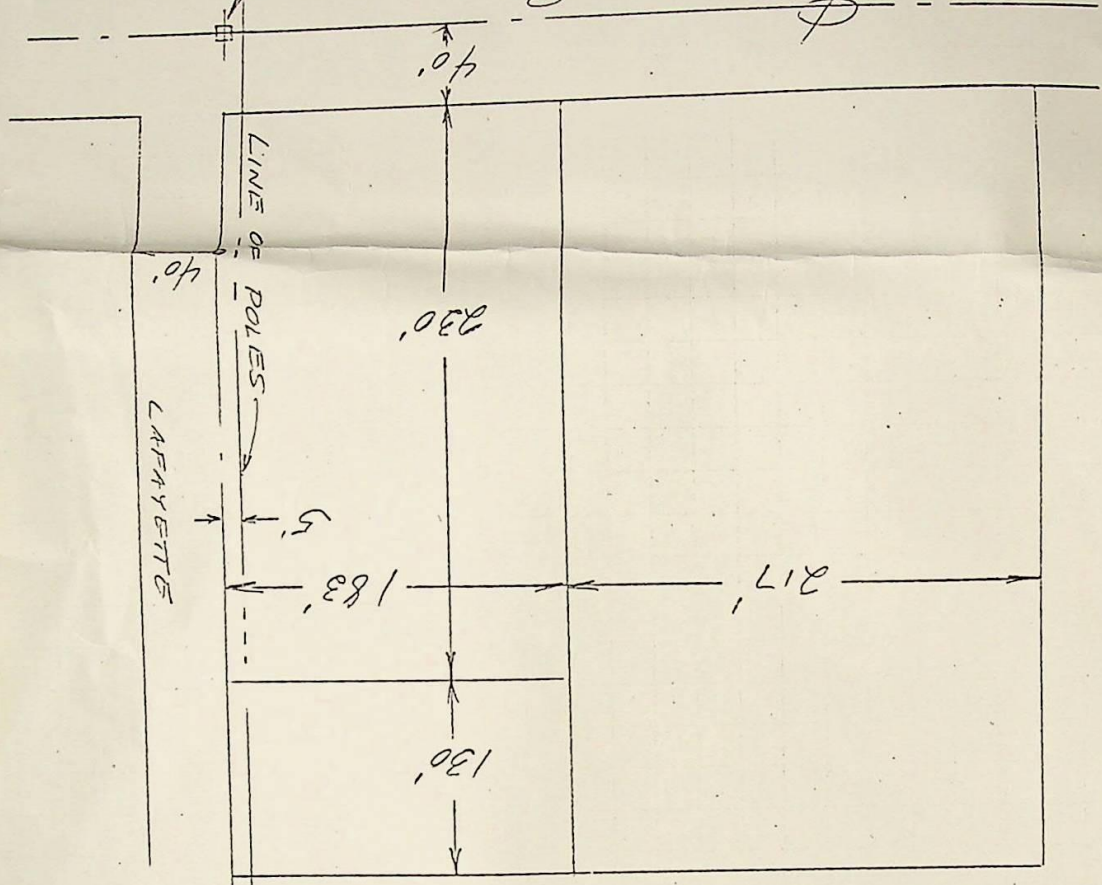


407

Easement, La Fayette Blvd.
north from Ireland
Road along east side
of Wheel Horse Pro-
ducts, Inc. property

Sq. IRON PLATE
1/4 SEC MARKER
IN STREET

IRLAND RD



LAFFAYETTE

LINE OF POLES

SECTION LINE

217'	130'	183'	40'	400'
217'	130'	183'	40'	400'

Rest Waker. Atty 4121001 2edg.

12417

LAFAYETTE STREET
EASEMENT AND RIGHT-OF-WAY

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, the undersigned, WHEEL-HORSE PRODUCTS, INC., an Indiana corporation, does hereby release, grant, transfer and deliver unto the Civil City of South Bend, Indiana a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair, and rebuild roads, streets, highways, together with such bridges, culverts, ramps, and cuts as may be necessary, on, over, and across the ground embraced within the right-of-way hereinafter described, further a permanent easement and right-of-way, including the perpetual right thereupon the real estate hereinafter described, at any time that it may see fit, for the purpose of constructing, maintaining and repairing, installing and renewing any water, sewer, and other utility facilities, whether used in conjunction with general street purposes, or for the sole purpose of constructing, maintaining, installing, repairing, and replacing and/or renewing such sewer or other facilities for all purposes whatsoever, including but not by way of limitation, drainage structures for both sanitary and storm sewer facilities on, over, and across the ground embraced within the right-of-way hereinafter described in St. Joseph County, Indiana, to wit:

Parcel No. 1. A strip of land 30 feet wide, East and West, taken off of and from the entire East side of the following described tract of land:

The East one-half ($\frac{1}{2}$) of the South one-half ($\frac{1}{2}$) of the northeast one-quarter ($\frac{1}{4}$) of Section 26, Township 37 North, Range 2 East, excepting therefrom a tract of land four hundred (400) feet square out of the Southeast corner of said tract.

Parcel No. 2. The West 30 feet of Lot No. 158 as shown on the recorded Plat of Myer's & Funk's Third Plat of Chippewa Heights Addition to the City of South Bend, Indiana.

Subject to the existing easement held by Indiana & Michigan Electric Company and applicable zoning ordinances.

To have and to hold the said easement and right-of-way unto the Civil City of South Bend, Indiana, and unto its successors

CARE, THORNBURG,
MORILL & DEAYL

and assigns forever.

BOOK 683 PAGE 302

And the said grantors hereby covenant with the Civil City of South Bend, Indiana that they are lawfully seized and possessed on the aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey; that it is free from all encumbrances; and that they will warrant and forever defend the title in quiet possession thereto against the lawful claims of all persons whomsoever.

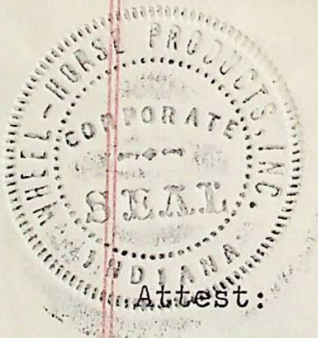
And as a further consideration for the payment of the purchase price, above stated, the grantors hereby release all claims for damage, from whatsoever cause, incidental to the exercise of any of the rights herein granted, from the beginning of the world until this date.

It is understood and agreed by the parties hereto, that wherever in the foregoing instrument the singular number is used, it will be read as plural, if and when necessary, and that wherever words of neuter gender are employed, they will likewise apply to the masculine gender, whenever the contacts require.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 22 day of November, 1966.

WHEEL-HORSE PRODUCTS, INC., an Indiana corporation with principal offices located in St. Joseph County, State of Indiana

By [Signature]
Cecil E. Pond, its President



Attest:
R. F. Hawkins
R. F. Hawkins, its Secretary

STATE OF INDIANA }
ST. JOSEPH COUNTY } SS:

ST. JOSEPH CO. INDIANA
FILED FOR RECORD
DEC 6 9 20 AM '66
BOOK EDWIN A. KALCZYNSKI
RECORDER PAGE

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Cecil E. Pond and R. F. Hawkins, known by me to be the President and Secretary, respectively, of Wheel-Horse Products, Inc. and who acknowledged the execution of the foregoing Easement and Right-of-Way for and on behalf of said Wheel-Horse Products, Inc. as its free and voluntary act and deed for the uses and purposes set forth.

Witness my notarial seal this 22 day of November, 1966.

Warren E. McGill
Warren E. McGill, Notary Public

My commission expires:
November 27, 1969

This instrument was prepared by Warren E. McGill, Attorney at Law.



and assigns forever.

And the said grantors hereby covenant with the Civil City of South Bend, Indiana that they are lawfully seized and possessed on the aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey; that it is free from all encumbrances; and that they will warrant and forever defend the title in quiet possession thereto against the lawful claims of all persons whomsoever.

And as a further consideration for the payment of the purchase price, above stated, the grantors hereby release all claims for damage, from whatsoever cause, incidental to the exercise of any of the rights herein granted, from the beginning of the world until this date.

It is understood and agreed by the parties hereto, that wherever in the foregoing instrument the singular number is used, it will be read as plural, if and when necessary, and that wherever words of neuter gender are employed, they will likewise apply to the masculine gender, whenever the contacts require.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 22 day of November, 1966.

WHEEL-HORSE PRODUCTS, INC., an Indiana corporation with principal offices located in St. Joseph County, State of Indiana

By [Signature]
Cecil E. Pond, its President



Attest:

R. F. Hawkins
R. F. Hawkins, its Secretary

STATE OF INDIANA)
ST. JOSEPH COUNTY) SS:

ST. JOSEPH CO. INDIANA
FILED FOR RECORD
DEC 6 9 20 AM '66
BOOK EDWIN A. KALCZYNSKI
PAGE REORDER

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Cecil E. Pond and R. F. Hawkins, known by me to be the President and Secretary, respectively, of Wheel-Horse Products, Inc. and who acknowledged the execution of the foregoing Easement and Right-of-Way for and on behalf of said Wheel-Horse Products, Inc. as its free and voluntary act and deed for the uses and purposes set forth.

Witness my notarial seal this 22 day of November, 1966.

Warren E. McGill
Warren E. McGill, Notary Public

My commission expires:
November 27, 1969

This instrument was prepared by Warren E. McGill, Attorney at Law.



PARTIAL RELEASE OF EASEMENT

RELEASE OF EASEMENT
Form 7-Indiana

Name Wheel-Horse Products, Inc.

Refers to

2

Map No. 1600

Address South Bend, Indiana

Easement No.

Drawing

P-22

Received of Wheel-Horse Products, Inc., an Indiana Corporation

~~XXXXXX~~

~~XXXXXXXXXX~~ One Dollar (\$1.00) and other good and valuable consideration, in consideration of which Indiana & Michigan Electric Company a corporation organized and existing under the laws of the State of Indiana, hereby releases, conveys and quit-claims unto the said Wheel-Horse Products, Inc., an Indiana Corporation, its successors and assigns, all the right, title and interest vested in it by virtue of that certain deed of easement, granted to Indiana & Michigan Electric Company by Mary R. Edwards, a widow

dated the 18th day of October, 1950, and recorded in the Recorder's Office, St. Joseph County, Indiana, in Volume 487 page 240

affecting that certain parcel of land situate in the Township of Centre County of St. Joseph and State of Indiana, and part of

Section No. 26 Township No. 37 North, and Range No. 2 East described as follows:-
The East half of the South half of the Northeast quarter of said Section 26; Except the right of way of the Pennsylvania Railroad, being the same land conveyed to the grantor as shown in deed recorded in Deed Record 232, at Page 223 of the records of St. Joseph County, Indiana.

Also Except Beginning at a point 375 feet West and 40 feet North of the East quarter post of said section; thence North 230 feet; thence East 192 feet; thence South 230 feet; thence West 152 feet to the place of beginning, as conveyed in deed recorded in deed record 433 at Page 445 of the records of St. Joseph County, Indiana.

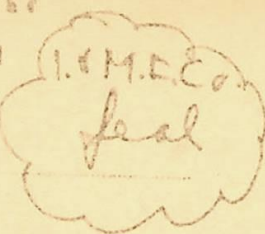
Also excepting therefrom the East 40 feet of said East half of said South half of said Northeast quarter of said Section 26.

Also excepting from the Southeast quarter of said Northeast (Over) Quarter a tract of land 400 feet square cut of the Southeast corner thereof.

IN WITNESS WHEREOF, Indiana & Michigan Electric Company

has caused its corporate name to be hereunto affixed and this instrument to be signed and sealed by its Vice President and its corporate seal to be attested by its Asst. Secretary this 17th day of January, 1961

Signed and acknowledged in the presence of



INDIANA & MICHIGAN ELECTRIC COMPANY

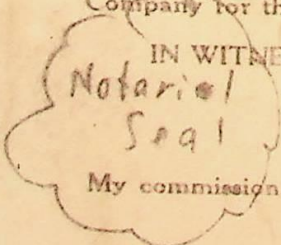
By R. E. Doyle Jr. Vice President

Attest: E. A. Dubuau Asst. Secretary

STATE OF INDIANA,
County of Allen, } SS:

Be it remembered that on the 17th day of Jan, 1961, before the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared R. E. Doyle Jr. Vice President of the Indiana & Michigan Electric Company, and acknowledged the execution of the foregoing instrument on behalf of said Company, as the voluntary act and deed of said Company for the uses and purposes therein set forth.

IN WITNESS WHEREOF I have hereunto set my hand and seal the day and year first above written.



Alma O. Finestruil
Notary Public

My commission expires July 19, 1961

This release is not intended to change, modify, abridge, waive, diminish, discharge or affect in any way the right, title or interest of said Indians & Michigan Electric Company to, in or on the property mentioned or described in the said deed of easement other than the property herein specifically described, and said release is executed on the express provision, stipulation and condition that it shall not be otherwise construed.

Mrs. Mary R. Edwards
138 East Dayton Street
South Bend, Indiana



Dr. No. P-22
Charge W.O. No. 501/14

This Indenture, made this 18th day of October 1950

by and between Mary R. Edwards, widow

483 540

his wife (or unmarried) of the County of St. Joseph, in the State of Indiana, parties of the first part, and INDIANA & MICHIGAN ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Indiana, party of the second part.

Witnesseth: That for and in consideration of the sum of One Dollar in hand paid to the party of the first part by the party of the second part, the receipt of which is hereby acknowledged, said party of the first part hereby grant, bargain, sell, convey, and warrant to the party of the second part, its successors and assigns forever, a right of way and easement with the right, privilege and authority to said party of the second part, its successors, assigns, lessees and assigns to construct, erect, operate and maintain a line of poles and wires for the purpose of carrying telegraph or telephone wires in, on, along, over, through or across the following described lands situated in Centre Township, in the County of St. Joseph, in the State of Indiana, and part of Section No. 26 Township No. 37 North and Range No. 2 East and bounded as follows:

On the North by the lands of The East half of the South half of the Northeast quarter of said Section 26; Except the right of way of the Pennsylvania Railroad, being the same land conveyed to the grantor as shown in deed recorded in Deed Record 23, at Page 223 of the records of St. Joseph County, Indiana.

Also Except Beginning at a point 375 feet West and 40 feet North of the East quarter post of said section; thence North 230 feet; thence East 192 feet; thence South 230 feet; thence West 192 feet to the place of beginning, as conveyed in deed recorded in Deed 433 at Page 445 of the records of St. Joseph County, Indiana.

TOGETHER with the right to said party of the second part, its successors and assigns, to inspect, add to the number of, and relocate at will, poles, crossarms or fixtures, and setting wires and cables, making there to from time to time, across, through or over the above described premises, to cut, remove or move from said premises or the premises of the parties of the first part adjoining the same on either side, any obstructions, branches or other obstructions which may endanger the safety or interfere with the use of said poles, crossarms or fixtures attached thereto or any structure on said premises, and the right of ingress and egress to and from the described premises, and any of the adjoining lands of the parties of the first part at any and all times, for the purpose of putting the line, of repairing, renewing or adding to the number of said poles, crossarms or fixtures and wires, and for doing anything necessary or useful or convenient for the enjoyment of the line, and for the purpose of removing at any time any or all of said poles, crossarms or fixtures, wires and cables, and for the purpose of making, privileges and appurtenances to and from the line, and for the purpose of doing any and all things herein granted, provided however, the said INDIANA & MICHIGAN ELECTRIC COMPANY

ors or assigns, shall further pay to me/us or my our heirs or assigns, the sum of \$500.00 for each pole erected on said lands, hereinbefore described, from time to time, whenever and as soon as such poles are erected thereon. Grantee will immediately repair or replace all fences, gates, drains and ditches injured or destroyed by it on said premises or pay Grantor all damages done to the fences, drains, ditches, crops and stock on the premises herein described, caused by the construction, operation and maintenance of said lines. All claims for damages caused in the operation and maintenance of said lines, shall be made at the office of the Grantee at 21 South First Street, Newark, Ohio, or mailed to P. O. Box 911, Newark, Ohio, within thirty days after such damages accrue. If Grantee and Grantor cannot agree on the amount of damages, the same shall be arbitrated. Any trees cut will be paid for by Board Measure, using Scribner's Lumber Rules, at the market price in vicinity, and this indenture contains all agreements, expressed or implied, between the parties hereto.

To Have and to Hold the same unto said party of the second part, its successors and assigns.

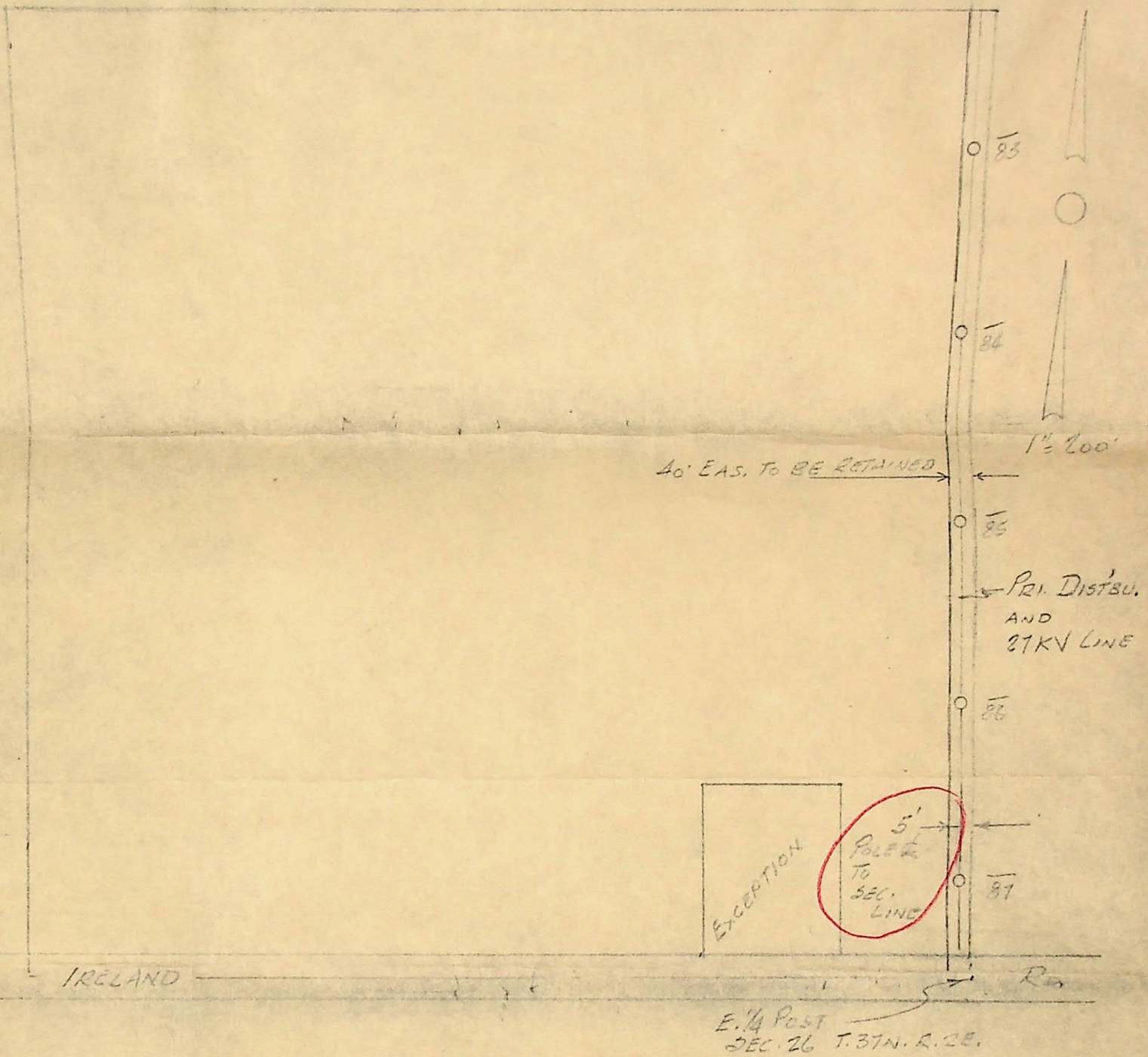
In Witness Whereof the party of the first part have hereunto set their hand the day and year first above written.

Signed and Acknowledged in the presence of:

Mary R. Edwards
John B. Edwards (Witness)

Thomas R. Manuszak
Thomas R. Manuszak

220 West Colfax Avenue, South Bend, Indiana



REQUEST FOR RELEASE OF EAS. 2-1600

SEC. 26 T. 37N R. 2E
CENTRE TWP
ST. JOSEPH CO
IND.
POLE SEC J-326

Mrs. Mary R. Edwards
138 East Dayton Street
South Bend, Indiana



Dr. No. P-22

Charge W.O. No. 501/14

This Indenture, made this 18th day of October 1950

by and between Mary R. Edwards, widow

483 540

his wife (or unmarried) of the County of St. Joseph, in the State of Indiana, parties of the first part, and INDIANA & MICHIGAN ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Indiana, party of the second part.

Witnesseth: That for and in consideration of the sum of One Dollar in hand paid to the party of the first part by the party of the second part, the receipt of which is hereby acknowledged, said party of the first part hereby grant, bargain, sell, convey, and warrant to the party of the second part, its successors and assigns forever, a right of way and easement with the right, privilege and authority to said party of the second part, its successors, assigns, licensees and licensees to construct, install, operate and maintain a line of poles and wires for the purpose of carrying telegraph or telephone wires in, on, along, over, through or across the following described lands situated in Centre Township, of the County of St. Joseph, in the State of Indiana, and part of Section No. 26 Township No. 37 North and Range No. 2 East and bounded as follows:

On the North by the lands of The East half of the South half of the Northeast quarter of said Section 26; Except the right of way of the Pennsylvania Railroad, being the same land conveyed to the grantor as shown in deed recorded in Deed Record 232, at Page 223 of the records of St. Joseph County, Indiana.

Also Except Beginning at a point 375 feet West and 40 feet North of the East quarter post of said section; thence North 230 feet; thence East 192 feet; thence South 200 feet; thence West 192 feet to the place of beginning, as conveyed in deed recorded in Deed 433 at Page 445 of the records of St. Joseph County, Indiana.

TOGETHER with the right to said party of the second part its successors and assigns to inspect, add to the number of, and relocate at will, poles, crossarms or fixtures, and string wires and cables, and to move from said premises or the premises of the parties of the first part adjoining the same on either side, and from re-erecting branches or other obstructions which may endanger the safety or interfere with the use of said poles, fixtures or wires attached thereto or any structure on said premises, and the right of ingress and egress to and over said above described premises, and any of the adjoining lands of the parties of the first part at any and all times, for the purpose of repairing the line, of repairing, renewing or adding to the number of said poles, structures, fixtures, cables and wires, and for doing anything necessary or useful or convenient for the maintenance of the same.

herein granted; provided however, the said INDIANA & MICHIGAN ELECTRIC COMPANY, its successors or assigns, shall further pay to me us or my our heirs or assigns, the sum of \$500.00 for each pole erected on said lands, hereinafore described, from time to time, whenever and as soon as any poles are erected thereon. Grantee will immediately repair or replace all fences, gates, drains and ditches injured or destroyed by it on said premises or pay Grantor all damages done to the fences, drains, ditches, crops and stock on the premises herein described, caused by the construction, operation and maintenance of said lines. All claims for damages caused in the operation and maintenance of said lines, shall be made at the office of the Grantee at 212 South Street Newark, Ohio, as related to P. O. Box 211, Newark, Ohio, within thirty days after such damages accrue. If Grantee and Grantor cannot agree on the amount of damages, the same shall be arbitrated. Any trees cut will be paid for by Board Measure, using Scribner's Lumber Rules, at the market price in vicinity, and this indenture contains all agreements, expressed or implied, between the parties hereto.

To Have and to Hold the same unto said party of the second part, its successors and assigns. In Witness Whereof the party of the first part have hereunto set their hand the day and year first above written.

Signed and Acknowledged in the presence of:

Thomas R. Manuszek
Thomas R. Manuszek

Mary R. Edwards
Mary R. Edwards
John S. Edwards (Witness)

Company, as the voluntary act and deed of said Company for the uses and purposes therein set forth.

IN WITNESS WHEREOF I have hereunto set my hand and seal the day and year first above written.

Notarial Seal
My commission expires July 19, 1961

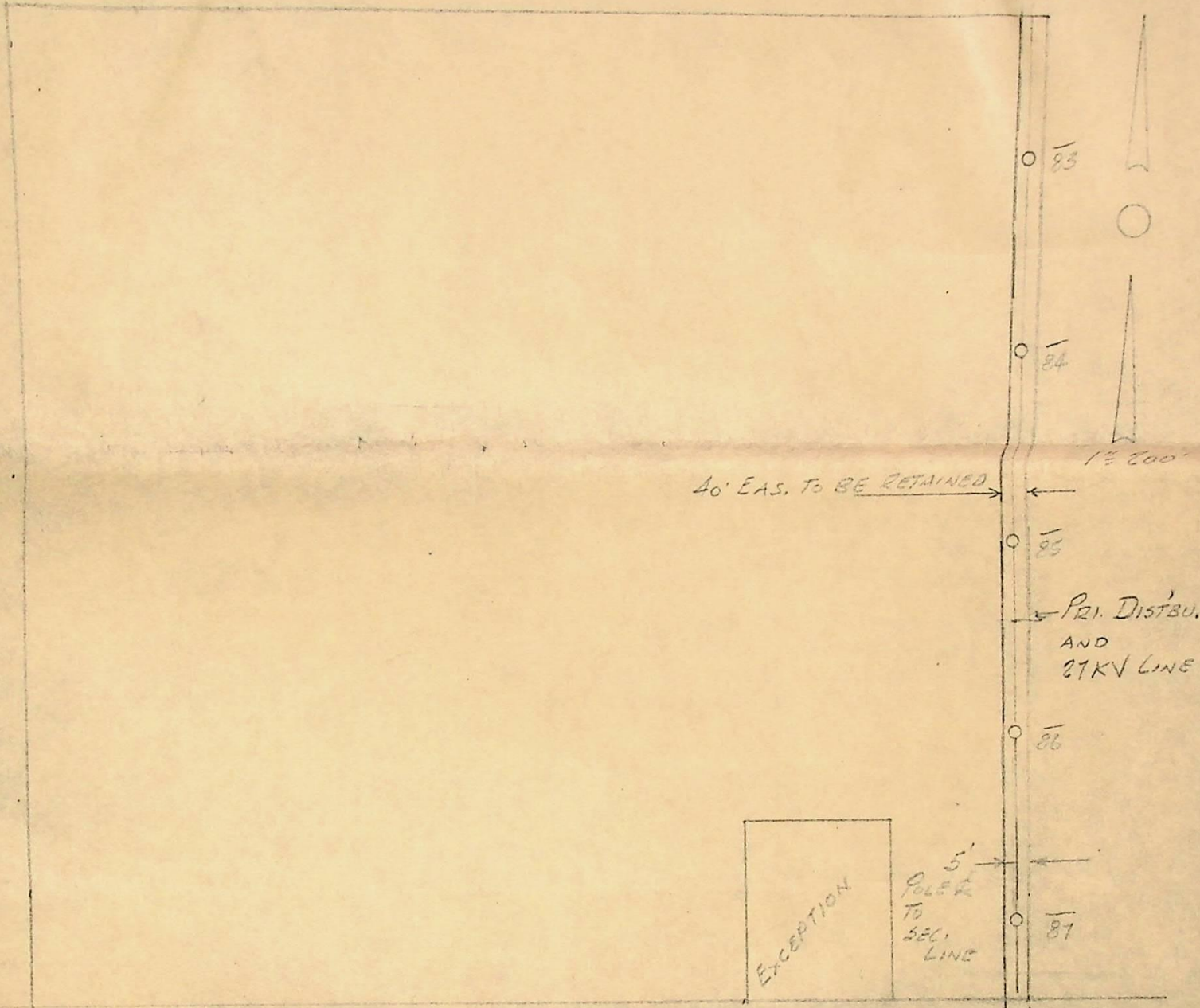
Alma A. Finestain
Notary Public

220 West Columbia Avenue, South Bend, Indiana

PARTIAL RELEASE OF EASEMENT

Refers to

Wheel Horse



IRELAND

E. 1/4 Post
SEC. 26 T. 37N. R. 2E.

REQUEST FOR RELEASE OF EAS. 2-1600

SEC. 26 T. 37N R. 2E

CENTRE TWP

ST. JOSEPH CO

IND.

POLE SEC J-326

BY WITNESS WHEREOF I have hereunto set my hand and seal the day and year first above written.

Notarial Seal
My commission expires July 19, 1961

Alma A. Finestanis

Notary Public

Name Wheel-Horse Products, Inc. Refers to
Easement No. 2 Map No. 1600
Address South Bend, Indiana Drawing P-22

Expressed of Wheel-Horse Products, Inc., an Indiana Corporation

~~for and to~~ Dollar (\$1.00) and other good and valuable consideration, in consideration of which Indiana & Michigan Electric Company a corporation organized and existing under the laws of the State of Indiana, hereby releases, conveys and quit-claims unto the said Wheel-Horse Products, Inc., an Indiana Corporation, its successors and assigns all the right, title and interest vested in it by virtue of that certain deed of easement, granted to Indiana & Michigan Electric Company by Henry B. Edwards, a widow dated the

13th day of October 1950, and recorded in the Recorder's Office, Allen County, Indiana

affecting that certain parcel of land situate in the Township of Centre County of St. Joseph and State of Indiana and part of Section No. 26 Township No. 37 North, and Range No. 2 East described as follows:-
The East half of the South half of the Northeast quarter of said Section 26; Except the right of way of the Pennsylvania Railroad, being the same land conveyed to the grantor as shown in deed recorded in Deed Record 232, at Page 223 of the records of St. Joseph County, Indiana.

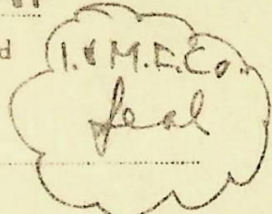
Also Except Beginning at a point 375 feet West and 40 feet North of the East quarter post of said section; thence North 230 feet; thence East 192 feet; thence South 230 feet; thence West 192 feet to the place of beginning, as conveyed in deed recorded in deed record 433 at Page 445 of the records of St. Joseph County, Indiana.

Also excepting therefrom the East 40 feet of said East half of said South half of said Northeast quarter of said Section 26.

Also excepting from the Southeast quarter of said Northeast (Over) quarter a tract of land 400 feet square out of the Southeast corner thereof.

IN WITNESS WHEREOF, Indiana & Michigan Electric Company has caused its corporate name to be hereunto affixed and this instrument to be signed and sealed by its Vice President and its corporate seal to be attested by its Asst. Secretary this 13th day of

January, 1961
Signed and acknowledged in the presence of:



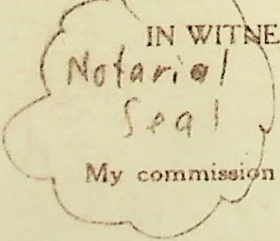
INDIANA & MICHIGAN ELECTRIC COMPANY

By R. E. Doyle Jr. Vice President
Attest: E. A. Dubuau Asst. Secretary

STATE OF INDIANA, } SS:
County of Allen,

Be it remembered that on the 13th day of Jan., 1961, before the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared R. E. Doyle Jr. Vice President of the Indiana & Michigan Electric Company, and acknowledged the execution of the foregoing instrument on behalf of said Company, as the voluntary act and deed of said Company for the uses and purposes therein set forth.

IN WITNESS WHEREOF I have hereunto set my hand and seal the day and year first above written.



Alma A. Finestini
Notary Public

My commission expires July 19, 1961

This release is not intended to change, modify, abridge, waive, diminish, discharge or affect in any way the right, title or interest of said Indiana & Michigan Electric Company to, in or on the property mentioned or described in the said deed of easement other than the property herein specifically described, and said release is executed on the express provision, stipulation and condition that it shall not be otherwise construed.