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GRANT OF PERMANENT LONGITUDINAL EASEMENT

This Indenture made the 23rd day of January in the year Nineteen Hundred and Eighty Five between UNITED STATES STEEL CORPORATION, a Delaware corporation, with principal offices at 600 Grant Street, Pittsburgh, Pennsylvania 15230 (hereinafter "Grantor") and State of Indiana acting by and through its Department of Natural Resources with offices in Indianapolis, Indiana 46204 (hereinafter "Grantee").

WITNESSETH, that the Grantor in consideration of Ten Dollars (\$10.00) lawful money of the United States and other good and valuable consideration paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, grant, convey and quitclaim unto the Grantee its successors and assigns, forever, a permanent longitudinal easement in and to all the surface of the below-described premises (the "Premises") extending longitudinally from the point of beginning to the point of termination thereof for use and occupation by the Grantee, its successors and assigns, licensees, lessees, or any other person or persons, from and after the date hereof, for the purpose of establishing, operating and maintaining a trail for recreational activities which for the purpose of this easement shall include only hiking, bicycle riding, skiing, skating, horseback riding, use

STATE OF INDIANA/S.S. NO. LAKE COUNTY FILED FOR RECORD
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RUDOLPH ALAY RECORDS

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Lucie O. Priddy
AUDITOR LAKE COUNTY

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of snowmobiles (but not motorcycles or other motor vehicles, except as specifically provided hereunder), open tennis courts, open volley ball courts, picnic areas and open basketball courts (hereinafter "Recreational Facilities"); and Grantor further expressly conveys, remises, releases, grants and quitclaims unto Grantee its successors and assigns, forever, the right to install, construct, operate, maintain, use and repair, and to relocate, replace, renew and to discontinue or remove the Recreational Facilities on any portion of the below-described Premises and the right of ingress and egress to said Premises in connection therewith which Premises are more particularly described as follows:

That portion of the former railroad of the Erie Lackawanna Railway Company known as its Marion Division, which commences in the Township of Center, County of Lake, State of Indiana at Milepost 233 (Valuation Chaining Station 12252 + 04) portrayed on Erie Lackawanna Valuation Map V-1-Ind 87 and extending therefrom in a generally northwesterly direction a distance of 12 miles, more or less, through the Township of Center, Township of Ross, Township of St. Johns, Township of Calumet, and terminating in the Township of North at Milepost 243 (Valuation Chaining Station 12885 + 64) as same is portrayed on Erie Lackawanna Valuation Map V-3-Ind L2A, which portion of the Marion Division generally extends 99.00 feet in width or wider, including all lands within said points.

TOGETHER WITH AND UNDER AND SUBJECT TO all cuts and fills thereon, slopes, slope rights and drainage ditches, culverts and other drainage facilities, buildings, bridges, crossings and intersections, improvements, privileges, appurtenances and hereditaments thereon: and

personal property owned by anyone other than Grantor, or to any improvement made by Grantee on said premises.

- (n) The easement granted hereunder shall not in any manner limit or restrict the right of Grantor to use or dispose of said premises in whole or in part or to grant rights to others to use said premises as Grantor in its sole discretion may determine.
- (o) Grantor may from time to time grant rights to others to use said premises for various purposes including but not limited to installing, maintaining, operating, replacing and renewing sewers, water pipes, drainage tile and pipes, flood control systems, gas main, pipelines, electric power transmission lines and other allied uses.
- (p) Grantee agrees to prohibit the operation of all motor vehicles on said premises with the exception of snowmobiles; provided, however, that the use of maintenance vehicles of the Grantor and the Grantee as well as police vehicles shall be allowed on said premises. Grantee's maintenance vehicles and equipment shall not exceed a height of more than fifteen (15) feet above the original ground grade level.

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- [REDACTED]
- (q) Grantee shall prohibit any activities on the premises which, in the sole discretion of Grantor, may interfere with electric power transmission lines or natural gas pipeline facilities located on said premises.
- (r) Grantee shall indemnify and save harmless Grantor, its officers and employees from all claims, litigation, and liability asserted against them or any of them, and any costs and attorneys' fees incidental thereto, resulting from injury to or death of any person or persons, or resulting from any damage to any property, caused by, connected with, or in any way attributable to Grantee's use, or use by the public, of said premises under the rights granted by this easement or otherwise, or resulting from Grantee's failure to comply with any of the terms and conditions hereof. Grantee shall undertake the defense of Grantor, its officers and employees in any such litigation upon request from Grantor to Grantee to do so.

Grantee shall further indemnify Grantor against damage to the property, both real and personal, of Grantor resulting from or in any way connected with Grantee's use, or use by the public, of said premises. In the event of any

such damage Grantee shall reimburse Grantor for the cost thereof within thirty (30) days from the date of receiving notice of the amount of such costs.

Grantee shall further indemnify and save harmless Grantor, its officers and employees from any and all claims, litigation and liability asserted against them or any of them and any costs and attorney's fees incidental thereto, resulting from pollution or violation of any federal, state or local law or regulation resulting from or in any way connected with the rights of Grantee hereunder or resulting from the the failure of Grantee to comply with any of the terms and conditions hereof.

Grantee, at its own cost and expense, shall procure and keep in full force and effect during the term of this agreement or any extension thereof, insurance for the protection and benefit of Grantor and Grantee, both individually and jointly, naming Grantor, United States Steel Corporation, as an additional insured. Insurance shall be in an amount sufficient to cover the maximum statutory liability applicable in Lake County, Indiana, to wit: Three Hundred Thousand

[REDACTED]

Dollars (\$300,000.00) for each person, and Three Hundred Thousand Dollars (\$300,000.00) for each occurrence, for personal injury coverage: and Three Hundred Thousand Dollars (\$300,000.00) property damage coverage, with a total maximum liability of Five Million Dollars (\$5,000,000) for both personal injury and property damage coverage. Insurance shall be with a company satisfactory to Grantor, and Grantee shall deliver to Grantor copies of said policies or certificates thereof prior to occupying said premises. If the Lake County maximum statutory liability increases in the future, the insurance coverages specified above shall be increased accordingly.

- (s) Grantee shall provide adequate law enforcement to insure the proper conduct and safety of persons using said premises under the easement granted hereunder, and to adequately protect the natural gas pipeline and electric power transmission facilities of Grantor while said recreational activities are being conducted by the public, and specifically to see that all of the terms and conditions hereunder are fully and completely carried out and complied with.

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- (t) Grantee agrees to reimburse Grantor for the expense of any increase of real estate taxes on any part of said premises where such increased tax is attributable to the improvements made to said premises by Grantee following the granting of this easement or otherwise.
- (u) Grantor makes no representation that said premises are properly zoned for the intended uses of Grantee. Grantee assumes all obligations and responsibilities for compliance with zoning laws and ordinances and other regulations of regulatory bodies having jurisdiction over said premises, in particular, but not by way of limitation, the Lake County Drainage Commission.

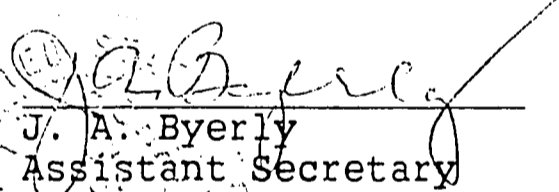
BEING the same property which L. B. Foster Company, a Delaware corporation, by Quitclaim Deed dated 8th March 1984 and recorded on March 9th under No. 748405 with the Recorder of Deeds of Lake County, Indiana and by Grant of Permanent Longitudinal Easement of 8th March 1984, recorded on March 9th under No. 748404 with the Recorder of Deeds of Lake County, Indiana, remised, released, granted conveyed and quitclaimed to United States Steel Corporation, the Grantor herein.

TO HAVE AND TO HOLD all the permanent longitudinal
easement interest of the Grantor in and to the Premises to and
for the use of the Grantee, its successors and assigns.

Grantor hereby certifies that no Indiana gross
corporate income tax is due by virtue of this transaction.

IN WITNESS WHEREOF, the Grantor has caused to be
signed by its Vice President-Purchasing, Traffic and Steel
Business Planning and the same to be duly attested and its
corporate seal to be affixed by its Assistant Secretary. Dated
the day and year first written above.

Attest:

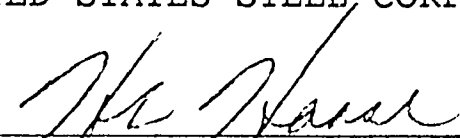


J. A. Byerly
Assistant Secretary

[Seal]

UNITED STATES STEEL CORPORATION

By:



H. C. Haase
Vice President - Purchasing,
Traffic and Steel Business
Planning

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the 23rd day of January, 1985, before me, the undersigned officer, a Notary Public, personally appeared Harold C. Haase and John A. Byerly, known to me to be the Vice President, Purchasing, Traffic and Steel Business Planning and Assistant Secretary, respectively, of UNITED STATES STEEL CORPORATION, a Delaware corporation, and acknowledged that they as such officers, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by themselves as such officers.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Lois A. Witt
Notary Public

My Commission Expires:

LOIS A. WITT, Notary Public
Allegheny County
Commonwealth of Pennsylvania
My Commission Expires October 18, 1986

FURTHER UNDER AND SUBJECT TO the following:

1. Statutory and municipal requirements relating to the land and buildings;
2. Any state of facts that an accurate survey or an inspection of the Premises would disclose;
3. Conveyances, easements, covenants, restrictions, liens, judgments and lawsuits of record, together with all claims, liabilities and encumbrances, if any;
4. Public streets, alleys and roadways, dedicated or in place;
5. Any and all leases, licenses, privileges, agreements and easements relating to the Premises;
6. Assessments, if any, for public improvements, and any and all taxes;

EXCEPTING AND RESERVING, however, unto Grantor, its successors and assigns all personal property, including but not limited to rails, rail joints, joint bars, frogs, switches, tieplates, other track materials, cross ties, interlocking devices and improvements thereon (hereinafter the "Personal Property");

FURTHER EXCEPTING AND RESERVING unto Grantor, its successors and assigns for a term extending from the date hereof through and including December 31, 1985, an easement and right of way of ingress, egress and regress to, over and from the Premises for purposes of removing from the Premises the Personal Property;

FURTHER EXCEPTING AND RESERVING unto Grantor, its successors and assigns a license, easement and right of way to enter upon, use and occupy at all times (including the storage and removal of Personal Property and the doing of all acts incident thereto) the storage yard located on the Premises between Mile Post 239 and Mile Post 241 (the "Storage Yard"). The license, easement and right of way related to the Storage Yard which is excepted and reserved to Grantor shall not in any way interfere with the installation, construction, operation, use, repair, reconstruction, renewal, maintenance, discontinuance or removal of the said Recreational Facilities by Grantee;

FURTHER EXCEPTING AND RESERVING unto Grantor, its successors and assigns, the right to grant to Lake County, Indiana, and to the towns of Merrillville, Schererville, Griffith and Highland, or to any one of them an easement or a license, at Grantor's sole discretion, for the purpose of using the premises for water reservoirs for the prevention of floods, for the installation or construction of drainage systems or part thereof, for road work, or recreational purposes; provided, however, that the use of the premises by said county or towns under any such easement or license shall not conflict or impair with the use of Grantee's trail for recreational activities for which this easement is granted.

Nothing in this instrument shall be construed as giving Grantee any right to grant any easement on the premises to any third party.

FURTHER PROVIDED that as an additional mutual consideration for the granting of this easement Grantee and Grantor agree to the following:

- (a) Following the installation of any natural gas pipeline or construction of any power transmission line, by Grantor, Grantor shall be under no obligation to replace ballast removed during such installation or construction from the portion of the easement West of the center line of the easement;
- (b) Grantor shall have no obligation for the repair and maintenance of existing bridges or drainage structures;
- (c) Grantee may fill, grade, level and pave said premises as required by said recreational activities, but may not raise the average elevation more than 12" above the present ground level or lower said elevation. No fill or paving shall be placed by Grantee within ten (10) feet or any electric power transmission tower leg or gas valves, meters or vertical safety pipelines protruding above ground level. Such alterations

shall be carried out in such a manner so as not to create any increased surface water drainage problems on said premises or for adjoining land owners and in the event that increased pooling of water on said premises or problems of drainage with respect to adjoining lands do occur as a result of such alterations, Grantee, at his sole cost, shall immediately correct the same.

- (d) Grantor reserves the right to do, directly or through his designees, any and all things required for the installation, maintenance and operation of a natural gas pipeline and construction, maintenance and operation of an electric power transmission line along the said premises without any obligation by Grantor to restore the vegetation which is unavoidably disrupted by such installation and construction. Except as required for the installation of said pipeline or the construction of said power transmission line there shall not be any vegetation trimming by either Grantor or Grantee below an elevation of twenty-five (25) feet above the ground or any vegetation clearing more than ten (10) feet from any structure on the ground without prior written

authorization by the Indiana Department of Natural Resources, which will not be unreasonably withheld. The Grantee shall be responsible for and pay for the overall care of vegetation on the premises. The Grantor shall be responsible for, and pay for, any trimmings required in connection with said natural gas pipeline and electric power transmission line.

- (e) Neither Grantor nor Grantee shall erect, or allow to be erected, any commercial advertisement on the premises.
- (f) Except as required by Grantor in the installation of a natural gas pipeline and construction of an electric power transmission line no herbicides, pesticides, or other chemical shall be applied to the ground on the premises by any party under the control of Grantor or Grantee without prior written authorization by the Department of Natural Resources (DNR) which authorization shall not be unreasonably withheld.
- (g) Except as provided by rules and regulations of the DNR, or as specifically excepted hereunder, there shall not be any restriction of access to the premises by the public in the recreational activities covered by this easement.

- (i) Access will be restricted at locations where Grantor's metering and regulating facilities, valve station, pig launcher station and other natural gas pipeline facilities will be located.
- (ii) Any restrictions to such access shall be limited to those reasonably required for the safety of the public using the premises or for the protection of Grantor's or Grantee's facilities.
- (h) Grantor may from time to time at his sole cost and expense construct barricades upon said premises to protect Grantor's towers, wires, gas metering facilities, conduits or other gas and electric facilities to be installed on said premises.
- (i) During the construction of the improvements and alterations to be made by Grantee as herein provided, Grantor shall at its discretion have the right to have inspectors present at the construction site to assure that Grantor's existing or future natural gas pipeline and electric power transmission facilities are adequately protected. During such inspections four-wheel vehicles may be used by Grantor on the premises.
- (j) All rights granted by this easement shall be subordinate to the rights of Grantor to use said

premises, as owner, for any and all gas transportation and electric power transmission purposes; and in the event that the rights of Grantee hereunder shall in any way prevent or interfere with Grantor's right to use said premises for the construction, operation or maintenance of natural gas transportation or electric power transmission facilities, Grantee shall upon request from Grantor relocate the recreational activity or activities involved to another location within said premises.

- (k) Grantor shall have the right to remove, cut through or otherwise disturb any paving or other improvements constructed by Grantee on said premises, for Grantor's purpose of constructing, installing, operating, maintaining, and repairing or replacing any gas transportation and electric power transmission facilities without any obligation whatsoever other than to back fill any excavations leaving the same in a solid and firm condition, repave surface if it was paved, and restore landscaping, lawn or other improvements to their original condition.

Grantor shall have at all times the right to suspend or temporarily prohibit the use of said

premises for the recreational activities covered by this easement if in the sole judgment of Grantor such action is necessary in order to install, maintain, repair or replace the said facilities of Grantor. Grantee agrees to cooperate in such action, as required, by maintaining appropriate signs to insure that said premises are not used by the public until such activities are completed.

- (l) Except for work required for installation of a natural gas pipeline or erection of an electric power transmission line by Grantor or his designees, any alteration of the existing contour of the premises covered by this agreement which could potentially cause drainage problems for the recreational trail contemplated hereunder or any alteration to the railbeds or to the existing bridges or drainage structures, within said premises shall not be undertaken by anyone without written permission by Indiana Department of Natural Resources, which permission will not be unreasonably withheld.
- (m) Grantor shall not be liable or responsible for any damage caused by fire, vandalism or other casualty to any vehicle, equipment, merchandise, and