

JUN 30 1993
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David N. Antox

THIS INDENTURE WITNESSETH, that CONSOLIDATED RAIL

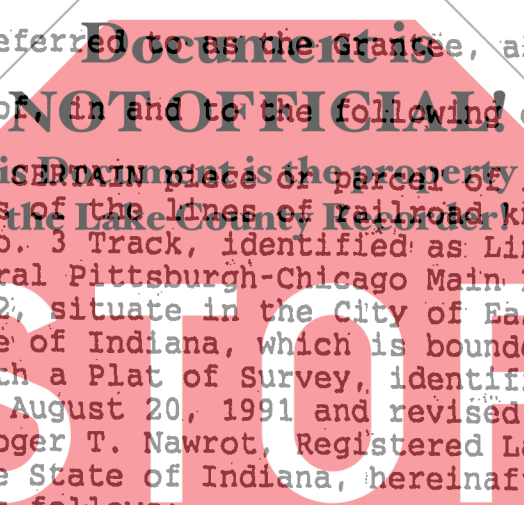
CORPORATION, a Corporation of the Commonwealth of Pennsylvania, whose mailing address is Two Commerce Square, 2001 Market Street, Philadelphia, Pennsylvania, 19101-1419, hereinafter referred to as the Grantor, for and in consideration of the sum of FOUR HUNDRED NINETY-FIVE THOUSAND FIVE HUNDRED FORTY DOLLARS (\$495,540.00), to it paid, the receipt of which sum is hereby acknowledged, releases and quitclaims to LTV STEEL COMPANY, INC., a Corporation of the State of New Jersey, having a mailing address of LTV Steel Building, 25 West Prospect Avenue, Cleveland, Ohio 44115

hereinafter referred to as the Grantee, all its right, title and interest in and to the following described premises:

ALL THAT CERTAIN piece or parcel of land of the Grantor, being portions of the lines of Railroad known as (1) the Penn Central R&W No. 3 Track, identified as Line Code 3255, and (2) the Penn Central Pittsburgh-Chicago Main Line, identified as Line Code 3202, situate in the City of East Chicago, County of Lake and State of Indiana, which is bounded and described in accordance with a Plat of Survey, identified as Plan No. 588029, dated August 20, 1991 and revised to January 9, 1993, prepared by Roger T. Nawrot, Registered Land Surveyor No. ENL 890005, of the State of Indiana, hereinafter referred to as "Premises"; as follows:

BEING a part of Fractional Section 16, Township 37 North, Range 9 West, Second Principal Meridian, Lake County, Indiana:

BEGINNING at the northwest corner of the Northwest Quarter of said Fractional Section 16; thence South 89° 01' 30" East (this and all subsequent bearings having been derived from the Indiana State Plane Coordinate System - West Zone), a distance of 175.42 feet along the north line of said Northwest Quarter; thence South 46° 42' 58" East, a distance of 3,693.29 feet along the northeast line of a parcel referenced in Deed Record 20, page 358, Lake County and described as "Parcel 5" in a Commitment for Title Insurance prepared by Chicago Title Insurance Company (#0452778, effective March 25, 1991) for LTV Steel Company, Inc., along the northeast line of a parcel referenced in Deed Record 20, page 358, Lake County, and described as "Parcel 6" in said aforementioned Commitment for Title Insurance and also along the northeast line of a parcel referenced in Instrument Number 784728, Lake County, to the intersection with the centerline of "Old Riley Road"; thence South 45° 27' 06" West, a distance of 128.32 feet along the centerline of said "Old Riley Road" to the point of curvature of a nontangent curve to the left, having a radius of 491.67 feet, an internal angle of 83° 36' 18" and a long chord with a bearing of South 83° 48' 19" West and a length of 655.46 feet; thence westerly and southwesterly a distance of 717.44 feet along said curve, also being along the southern line of a parcel referenced in Deed Record 181, page 6, Lake County and described as "Parcel 3" in said aforementioned Commitment for



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LAKE COUNTY
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Chicago Title Insurance Company

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Title Insurance, to the point of nontangency, said point also being the intersection with the north right of way line of 129th Street; thence North 88° 29' 08" West, a distance of 149.32 feet along said north right of way line of 129th Street; thence North 9° 59' 32" East, a distance of 302.24 feet along the western line of said "Parcel 3" to the point of curvature of a tangent curve to the left, having a radius of 437.42 feet, an internal angle of 56° 42' 30" and a long chord with a bearing of North 18° 21' 43" West and a length of 415.48 feet; thence northerly, a distance of 432.93 feet along said curve to the point of nontangency, also being along the western line of said "Parcel 3"; thence North 43° 17' 03" East, a distance of 15.80 feet along the northwest line of said "Parcel 3"; thence North 46° 42' 58" West, a distance of 511.73 feet along the southwest line of a parcel referenced in Deed Record 60, page 163, Deed Record 107, page 112, Deed Record 113, page 335, and Deed Record 336, page 176, all in Lake County, and described as "Parcel 8" in said aforementioned Commitment for Title Insurance; thence South 43° 17' 02" West, a distance of 35.00 feet along the southeast line of a parcel referenced in Deed Record 495, page 599 and Deed Record 1304, page 428 and described as "Parcel 7" in said aforementioned Commitment for Title Insurance; thence North 46° 42' 58" West, a distance of 2,026.48 feet along the southwest line of said "Parcel 7" to the intersection with the east right of way line of Dickey Place; thence North 00° 28' 54" West, a distance of 48.46 feet along said east right of way line of Dickey Place to the intersection with the southwest line of a parcel referenced in Deed Record 123, page 567, Lake County and described as "Parcel 6" in said aforementioned Commitment for Title Insurance; thence North 46° 42' 58" West, a distance of 41.54 feet along said southwest line of "Parcel 7" to the west line of said Northwest Quarter of Fractional Section 16; thence North 00° 28' 54" West, a distance of 196.79 feet along said west line to the Point of Beginning.

CONTAINING 26.892 acres, more or less, of land.

BEING a part or portion of the same Premises which Robert W. Valimont, as Trustee of the Property of Pittsburgh, Fort Wayne and Chicago Railway Company, Debtor, by Conveyance Document No. PFTW&C-CRC-RP-4, dated March 31, 1976 and recorded on October 17, 1978, in the Recorder's Office of Lake County, Indiana, in Deed Book Volume 49 at page 66&c., granted and conveyed unto Consolidated Rail Corporation; and also

BEING a part or portion of the same premises which George W. Betz, Jr., as Trustee of the Property of Penndel Company, Debtor, by Conveyance Document No. PDEL-CRC-RP-62, dated March 29, 1976 and recorded on October 17, 1978, in the Recorder's Office of Lake County, Indiana, in Document No. 496367, granted and conveyed unto Consolidated Rail Corporation.

EXCEPTING AND RESERVING, thereout and therefrom and unto the said Grantor, for the period of one year from the date of delivery of this deed, all right, title and interest in and to the rails, ties, track and related facilities constituting the former main railroad track located on and across the Premises north of Riley Road; together with an exclusive, assignable and unrestricted easement and right in and to the Premises sufficient to allow Grantor to use, operate, maintain, repair, replace, renew, rehabilitate and remove the said track and to conduct rail common carrier operations thereon; and further, with the unimpeded right of ingress and egress on, over, across and through said Premises for the aforesaid purposes. The easement and rights herein excepted and reserved shall terminate and extinguish upon the abandonment of the track pursuant to authority of the Interstate Commerce Commission, except that Grantor shall have the right and privilege, for a reasonable time thereafter not to exceed 30 days, to enter

upon the Premises and remove so much of its rail, ties and other facilities as it may elect. Grantor agrees that it will promptly file and diligently prosecute an appropriate proceeding with the Interstate Commerce Commission for abandonment of the track on the Premises.

UNDER and SUBJECT, however, to any easements or agreements of record or otherwise affecting the land hereby conveyed, and to the state of facts which a personal inspection or accurate survey would disclose, and to any pipes, wires, poles, cables, culverts, drainage courses or systems and their appurtenances now existing and remaining in, on, under, over, across and through the land hereby conveyed; together with the right to maintain, repair, renew, replace, use and remove same.

THIS INSTRUMENT is executed and delivered by Grantor, and is accepted by Grantee, subject to the covenants set forth below, which shall be deemed part of the consideration of this conveyance and which shall run with the land and be binding upon, and inure to the benefit of, the respective legal representatives, successors and assigns of Grantor and Grantee. Grantee hereby knowingly, willingly, and voluntarily waives the benefit of any rule, law, custom, or statute of the State of Indiana now or hereafter in force with respect to the covenants set forth below.

(1) Grantee shall indemnify and defend Grantor against, and hold Grantor harmless from, all claims, actions, proceedings, judgments and awards for death, injury, loss, or damage to any person or property, brought by any person, firm, corporation, or governmental entity, caused by, resulting to, arising from, or in connection with, the active or passive effects or existence of any physical substance of any nature or character, on, under, or in the land, water, air, structures, fixtures, or personal property comprising the Premises, from and after the date of delivery of this deed. Grantor without any warrants or representations says to the best of its knowledge and information that Grantor is aware of no environmental violations or notices from public environmental agencies.

(2) In the event the tracks or land of Grantor are elevated or depressed, or the grades of any streets, avenues, roads, lanes, highways or alleys over such railroad in the vicinity of the Premises are changed so that they shall pass overhead or underneath such tracks or land, or in the event any grade crossing is vacated and closed, Grantee forever releases Grantor from all liability for any loss or damage, direct or consequential, caused by or arising from the separation or change of grades of such railroad or such streets, avenues, roads, lanes, highways, or alleys, or from the vacating and closing of any grade crossing.

THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this instrument so requires and whether singular or plural, such words shall be deemed to include at all times and in all cases the legal representatives or successors and assigns of the Grantor and Grantee.

IN WITNESS WHEREOF, the said Grantor has caused this

Indenture to be executed by John F. Betak, its Assistant Vice President-Asset Development, and attested by WILBERTA C. JACKSON its Assistant Secretary, this 29th day of April A.D. 1993.

Signed, sealed and delivered in the presence of:

CONSOLIDATED RAIL CORPORATION
By:

Nancy B. Reynolds
NANCY B. REYNOLDS

John F. Betak
John F. Betak, Assistant Vice President-Asset Development

ATTEST:

Nancy B. Reynolds
NANCY B. REYNOLDS

Wilberta C. Jackson
Assistant Secretary
WILBERTA C. JACKSON

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF PHILADELPHIA)

**Document is
NOT OFFICIAL!**

BEFORE ME, the undersigned, a Notary Public in and for said Commonwealth and County, personally appeared John F. Betak, as Assistant Vice President-Asset Development and WILBERTA C. JACKSON, its Assistant Secretary, respectively, of CONSOLIDATED RAIL CORPORATION, and severally acknowledged the execution of the foregoing Instrument to be the voluntary act and deed of said CONSOLIDATED RAIL CORPORATION, and their voluntary act and deed as such officers.

WITNESS my hand and notarial seal, this 29th day of April A. D. 1993.



Francis C. Flynn
Notary Public

THIS INSTRUMENT PREPARED BY:

Nancy B. Reynolds
Consolidated Rail Corporation
Nineteenth Floor, Two Commerce Square
2001 Market Street
Philadelphia, Pennsylvania 19101-1419

Notarial Seal
Francis C. Flynn, Notary Public
Philadelphia, Philadelphia County
My Commission Expires July 2, 1995
Member, Pennsylvania Association of Notaries

:nls

Indiana Gross Income Tax on
Sale of Real Estate

Paid by:

Consolidated Rail Corp.

Date Paid 6/9/93

Amount Paid \$ 5946.48

Treasurer's Receipt: 438774

Lake County

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CONSOLIDATED RAIL CORPORATION

Document is
-to-
NOT OFFICIAL!

This Document is the property of
-to-
the Lake County Recorder!

STOP

Land situate in East Chicago, Lake
County, Indiana.



Prep:
Chkd:
Apvd:

Descp:
Compd: