

CO 183017

TUCOR 19/16m

940-1215

1993-00469-BDJ

Tax bills to: 108 E. Commercial Av., Lowell, IN 46356

THIS QUITCLAIM DEED, made this 16th day of November, 1993, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and LOWELL POST NO. 101, DEPARTMENT OF INDIANA OF THE AMERICAN LEGION, whose mailing address is 108 East Commercial Avenue, Lowell, Indiana 46356, hereinafter called "Grantee", and UNITED STATES TRUST COMPANY OF NEW YORK, Trustee as hereinafter provided, WITNESSETH:

(Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the successors and assigns of corporations.)

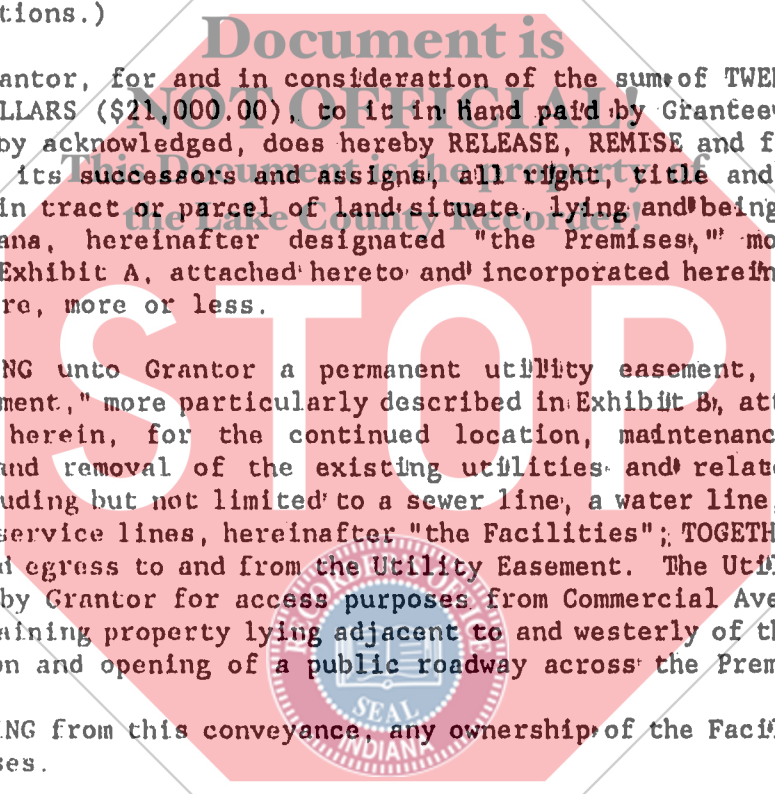
THAT Grantor, for and in consideration of the sum of TWENTY-ONE THOUSAND AND NO/100 DOLLARS (\$21,000.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE and forever QUITCLAIM unto Grantee, its successors and assigns, all right, title and interest in and to that certain tract or parcel of land situate, lying and being at Lowell, Lake County, Indiana, hereinafter designated "the Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, and containing 0.34 of an acre, more or less.

RESERVING unto Grantor a permanent utility easement, hereinafter the "Utility Easement," more particularly described in Exhibit B, attached hereto and incorporated herein, for the continued location, maintenance, use, repair, replacement and removal of the existing utilities and related appurtenances thereto, including but not limited to a sewer line, a water line, telephone lines and electric service lines, hereinafter "the Facilities"; TOGETHER WITH the right of ingress and egress to and from the Utility Easement. The Utility Easement may also be used by Grantor for access purposes from Commercial Avenue to Grantor's depot and remaining property lying adjacent to and westerly of the Premises until the dedication and opening of a public roadway across the Premises.

EXCEPTING from this conveyance, any ownership of the Facilities within and on the Premises.

FURTHER RESERVING unto Grantor a permanent access and parking easement eleven (11) feet in width by eighty-two (82) feet in length, hereinafter the "Parking Easement," more particularly described in Exhibit C, attached hereto and incorporated herein, for the purposes of: (1) ingress and egress to and from Grantor's depot building lying adjacent to and westerly of the Premises; and (2) related parking for said depot building. Said Parking Easement shall automatically terminate and title vest in Grantee upon cessation of use by Grantor, its successors or assigns, of the Parking Easement.

TO HAVE AND TO HOLD the Premises, and all the estate, right, title, lien, interest and claim whatsoever of Grantor therein, either in law or equity, and all improvements thereon and appurtenances thereto, unto the proper use, benefit and enjoyment of Grantee, Grantee's heirs and assigns or successors and assigns, forever.



TUCOR TITLE INSURANCE  
Crown Point, Indiana G.M.

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER!

APR 25 1994

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Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns, shall maintain the existing drainage on the Premises in such a manner as to not impair adjacent railroad right-of-way drainage and to not redirect or increase the quantity or velocity of surface water runoff or any streams into said Grantor's drainage system or upon the right-of-way or other lands and facilities of Grantor. If said Premises or existing drainage are modified or improved, Grantee agrees to construct and maintain, in accordance with all applicable statutes, ordinances, building and subdivision codes, covenants and restrictions, an adequate drainage system from the Premises to the nearest public or non-Grantor owned drainage or storm sewer system, in order to prevent the discharge of roof, surface, stream and other drainage waters upon said right-of-way or upon other adjacent lands and facilities of Grantor.

Grantee, by the acceptance hereof, hereby covenants and agrees with Grantor that Grantor shall not be required to erect or maintain any fences, railings or guard rails along any boundary lines between the Premises and the adjacent land(s) of Grantor or of any other company, affiliated with Grantor, or be liable for or required to pay any part of the cost or expense of erecting, or maintaining, such fences, railings or guard rails, or any part hereof; or be liable for any damage, loss or injury that may result by reason of the non-existence or the condition of any fences, railings or guard rails.

Said covenants shall run with title to the Premises conveyed, and bind upon Grantee, Grantee's corporate successors and assigns, and anyone claiming title to or holding Premises through Grantee.

AND THIS DEED FURTHER WITNESSETH that United States Trust Company, of New York, Trustee under the former Louisville and Nashville Railroad Company's First and Refunding Mortgage dated August 1, 1921, as supplemented, has executed this deed for the sole purpose of releasing and does hereby release all estate, right, title, lien and interest of the Trustee under said Mortgage, in and to the property herein conveyed, or in and to the estate, right, title and interest herein quitclaimed, pursuant to the provisions of Section 1 of Article Ten of said Mortgage. This release is subject to any and all the same rights, reservations, exceptions, limitations and agreements herein specified on behalf of the Grantor, and is without covenant or warranty, express or implied, and without recourse against said Trustee in any event, and recitals of fact herein are to be taken only as recitals of Grantor and not of Trustee.

Grantor states that this transaction is not subject to the Indiana Gross Income Tax by virtue of Section 6-2.1-3-16 of the Indiana Code of 1982.

IN WITNESS WHEREOF, CSX TRANSPORTATION, INC. and UNITED STATES TRUST COMPANY OF NEW YORK (as the aforesaid Trustee), pursuant to due corporate authority, have caused their names to be signed hereto by their officers hereunto duly authorized and their corporate seals, duly attested, to be hereunto affixed.

Signed, sealed and delivered  
in the presence of:

CSX TRANSPORTATION, INC.:

Betty D. Jones  
Betty D. Jones

By Gerald L. Nichols  
Vice President  
GERALD L. NICHOLS

Robert L. Wharff  
Robert L. Wharff

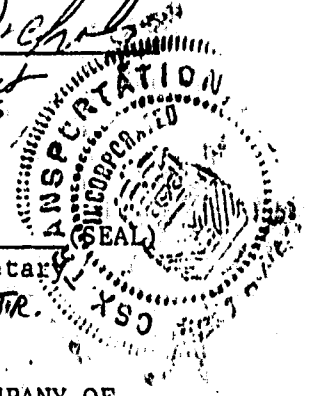
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Attest

**NOT OFFICIAL**

This Document is the property of  
the Lake County Recorder

R. L. Key, Jr.  
ASST. Secretary



Signed, sealed and delivered  
in the presence of:

UNITED STATES TRUST COMPANY OF  
NEW YORK, as Corporate Trustee  
as aforesaid:

Patricia Chaney  
PATRICIA CHANEY

By James E. Logan  
JAMES E. LOGAN  
VICE PRESIDENT

William C. Basney



Attest Cynthia Chaney  
CYNTHIA CHANEY  
Assistant Vice President

This instrument prepared by  
or under the direction of:

William C. Basney  
William C. Basney  
Senior Counsel

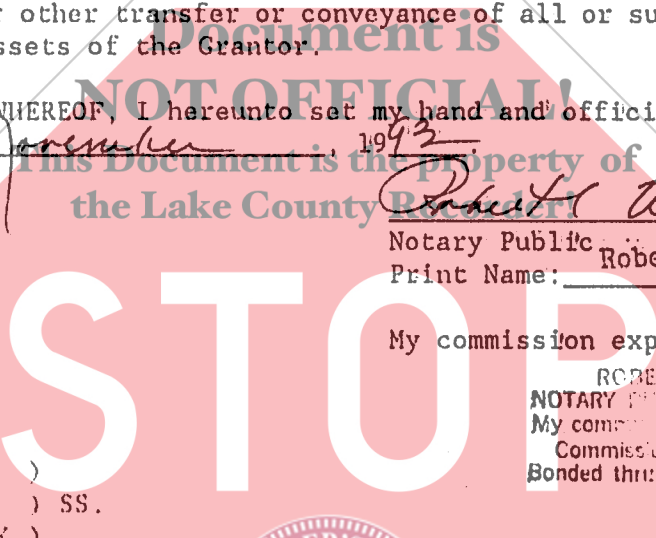
Attorney for Grantor  
Business Address:  
500 Water Street  
Jacksonville, Florida 32202



STATE OF FLORIDA )  
 ) SS.  
COUNTY OF DUVAL )

I, Robert L. Whealton, a Notary Public of the State of Florida and the County of Duval, do certify that, on the date below, before me in said County came GERALD L. NICKOLS, (  ) to me known, and/or ( ) proven by satisfactory current evidence to be the person whose name is subscribed to the above instrument, who, being by me first duly sworn, did make oath, acknowledge and say that: he resides in Jacksonville, Duval County, Florida; he is SR. VICE PRESIDENT, of GSX Transportation, Inc., the corporation described in and which executed said instrument; he is fully informed of the contents of the instrument; he knows the seal of said corporation; the seal affixed to said instrument is such seal; it was so affixed by authority of the Board of Directors of said corporation; he signed his name thereto for said corporation pursuant to Board authority; and instrument is the free act and deed of said corporation; and the conveyance herein is not part of a transaction, sale, lease, exchange or other transfer or conveyance of all or substantially all of the property and/or assets of the Grantor.

16th IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 7 day of November, 1993.



Robert L. Whealton  
Notary Public  
Print Name: Robert L. Whealton

My commission expires on:  
ROBERT L. WHEALTON  
NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Dec. 7, 1993  
Commission No. AA 730510  
Bonded thru Patterson-Becht Agency



STATE OF NEW YORK )  
 ) SS.  
COUNTY OF NEW YORK )

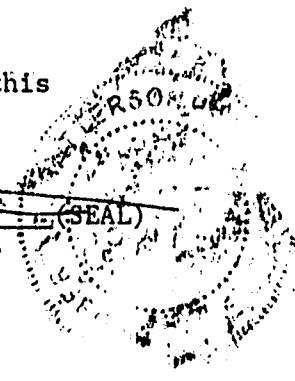
Personally appeared before me, ROBERT E. PATTERSON III, a Notary Public of the State and County aforesaid, JAMES E. LOGAN and JAMES E. LOGAN with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the VICE PRESIDENT and VICE PRESIDENT, respectively, of the United States Trust Company of New York, a corporation, the within-named Trustee of the aforesaid mortgage, and that they as such VICE PRESIDENT and ASSISTANT VICE PRESIDENT, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation thereto by JAMES E. LOGAN, as its VICE PRESIDENT and attesting the same by JAMES E. LOGAN, as its ASSISTANT VICE PRESIDENT, and affixing the corporate seal thereto.

17th IN WITNESS WHEREOF, I hereunto set my hand and official seal, this NOVEMBER day of 1993.

My commission expires on:

Robert E. Patterson III  
Notary Public

ROBERT E. PATTERSON III  
Notary Public, State of New York  
No. 4764543  
Qualified in New York County  
Commission Expires October 31, 1999



**EXHIBIT A**

Description of property at: Lowell, Indiana  
To: Lowell Post No. 101, Department of Indiana of the American Legion  
CSXT Deed File No.: 1993-00469-BDJ

A parcel of land in the SW $\frac{1}{4}$  of Section 23, Township 33 North, Range 9 West of the 2nd P.M. in the Town of Lowell, Lake County, Indiana, described as follows:

COMMENCING at the southwest corner of said Section 23; thence: S 88°30'00" E along the south line of said Section 23 and the centerline of State Road No. 2, 1,321.10 feet to the P.I. of a curve being convex to the south; thence N 57°28'00" E along said centerline 818.87 feet; thence S 32°32'00" E, 30.45 feet to the southerly right-of-way line of State Road No. 2 and the easterly right-of-way line of Grantor, said point being the POINT OF BEGINNING; thence: S 23°22'00" E along the east right-of-way line of Grantor, 242.00 feet; thence: S 09°36'55" E along said right-of-way line, 190.40 feet; thence: N 23°22'00" W along a line parallel to and fifty (50) feet easterly, measured normal to, of the centerline of Grantor's main right-of-way, 419.79 feet to the south right-of-way line of said State Road No. 2; thence N 57°28'00" E along said south right-of-way line, 45.58 feet to the POINT OF BEGINNING; containing 0.34 of an acre, more or less.

The Premises are shown on a print of survey dated May 12, 1992, revised September 30, 1993, prepared by E. Donald Bengel, No. 12226, Bengel Engineering and Surveying, 703 Division Road, Valparaiso, Indiana 46383, incorporated herein by reference.

BEING a portion of the same property acquired by the Chicago and Indianapolis Air Line from John S. Dubril, et al., by deed dated June 30, 1881, recorded among the Public Land Records of Lake County, Indiana, in Book 36, Page 403.

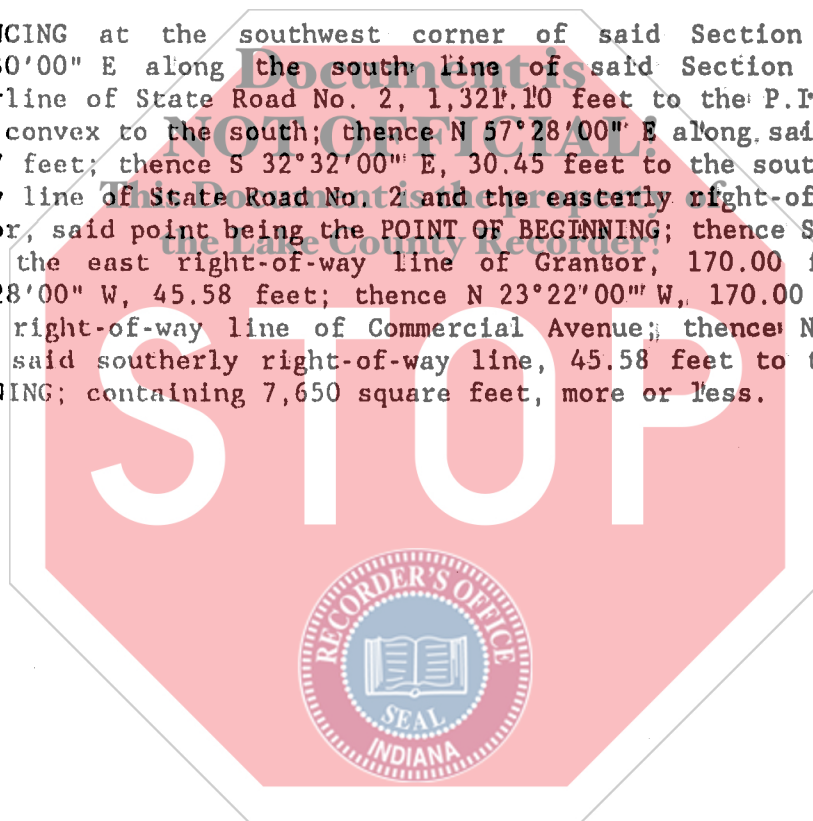
The Louisville, New Albany and Chicago Railway Company was merged with the Chicago and Indianapolis Air Line on February 1, 1883, to become the Chicago, Indianapolis and Louisville Railway Company after reorganization on July 1, 1897. On January 10, 1956, the name of the company was changed to the Monon Railroad. Effective July 31, 1971, the Louisville and Nashville Railroad Company and the Monon Railroad Company merged in accordance with Joint Agreement of Merger dated June 20, 1968. On December 29, 1982 the Louisville and Nashville Railroad Company merged into Seaboard Coast Line Railroad Company, and the name of the surviving corporation changed to Seaboard System Railroad, Inc. On July 1, 1986, Seaboard System Railroad, Inc. changed its name to CSX Transportation, Inc.

**EXHIBIT B**

**Description of Utility Easement at: Lowell, Indiana  
Retained by: CSX Transportation, Inc.  
CSXT Deed File No.: 1993-00469-BDJ**

A parcel of land in the SW $\frac{1}{4}$  of Section 23, Township 33 North, Range 9 West of the 2nd P.M. in the Town of Lowell, Lake County, Indiana, described as follows:

COMMENCING at the southwest corner of said Section 23; thence S 88°30'00" E along the south line of said Section 23 and the centerline of State Road No. 2, 1,321.10 feet to the P.I. of a curve being convex to the south; thence N 57°28'00" E along said centerline 818.87 feet; thence S 32°32'00" E, 30.45 feet to the southerly right-of-way line of State Road No. 2 and the easterly right-of-way line of Grantor, said point being the POINT OF BEGINNING; thence S 23°22'00" E along the east right-of-way line of Grantor, 170.00 feet; thence S 57°28'00" W, 45.58 feet; thence N 23°22'00" W, 170.00 feet to the south right-of-way line of Commercial Avenue; thence N 57°28'00" E along said southerly right-of-way line, 45.58 feet to the POINT OF BEGINNING; containing 7,650 square feet, more or less.



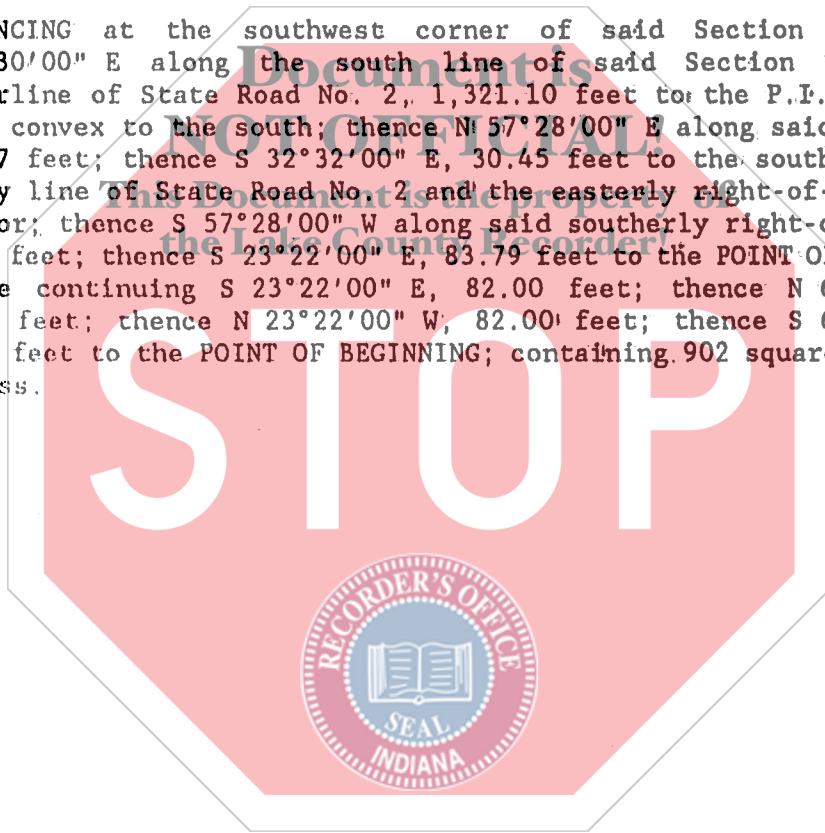


**EXHIBIT C**

Description of Parking Easement at: Lowell, Indiana  
Retained by: CSX Transportation, Inc.  
CSXT Deed File No.: 1993-00469-BDJ

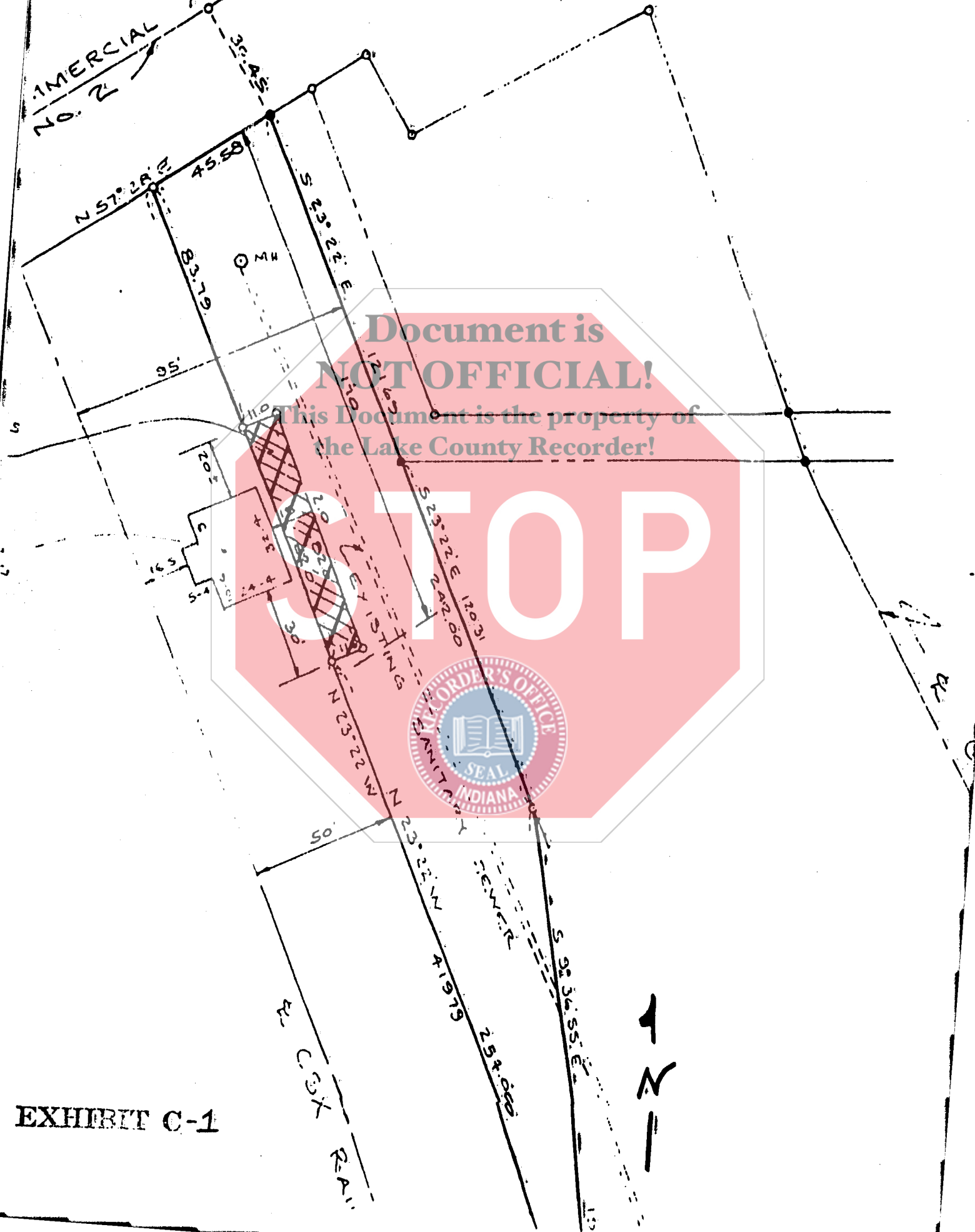
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COMMERCIAL AVENUE  
NO. 2



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EXHIBIT C-1

CSX RAIL

1-2