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QUITCLAIM DEED - INDIANA

THIS INDENTURE WITNESSETH, that **AMERICAN PREMIER UNDERWRITERS, INC.**, (formerly The Penn Central Corporation), a Pennsylvania corporation, , having offices at One East Fourth Street, Cincinnati, Ohio 45202 (hereinafter referred to as the Grantor), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid to said Grantor, the receipt of which sum is hereby acknowledged, quitclaims to **Fred Biancardi, Luigi Biancardi, Jr. and Stephanie Pepin, joint tenants with right of survivorship**, whose mailing address is 11773 White Oak Avenue, Cedar Lake, Indiana 46303, (hereinafter referred to as the Grantee), all the right, title and interest of the said Grantor of, in and to the premises described in Schedule "A" attached hereto and made a part hereof.

**COPIES ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER.**

OCT 24 1997

**SAM ORLICH
AUDITOR LAKE COUNTY**

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IN009602
IN009901

ID# INA-10G-022
ID# INA-10G-097

SCHEDULE "A"

ALL THAT PARCEL of land situate in the City of Gary, County of Lake, State of Indiana, being part of Section 36, Township 37 North, Range 9 West, and being that property of the former Pittsburgh, Fort Wayne and Chicago Railway Company (predecessor of said Grantor) further bounded and described according to a plan of survey made by Plumb, Tuckett and Associates, Kenneth D. Gembala, Registered Surveyor No. S-0568, dated July 26, 1996, last revised on August 5, 1996, as follows:

COMMENCING at the Southeast Corner of said Section 36; thence North 00° 42' 00" West along the East line of said Section 36, a distance of 1,618.23 feet to the intersection of said East line with a line which is parallel with and 73 feet Southwest of as measured at right angles from the centerline of the North (Westbound) track of the former Pittsburgh, Fort Wayne & Chicago Railroad as described in the plat of Dorkes Industrial Highway Addition as shown in Plat Book 28, Page 16 in the Office of the Recorder, Lake County, Indiana; thence North 47° 15' 32" West along said parallel line, a distance of 45.45 feet to the West right-of-way line of Clark Road; thence continuing along said parallel line North 47° 15' 32" West, a distance of 1,043.88 feet to the POINT OF BEGINNING; thence North 47° 15' 32" West along said parallel line, a distance of 3,593.11 feet; thence North 65° 40' 23" West, a distance of 718.62 feet; thence South 47° 15' 32" East along the Northeasterly boundary line of said Dorkes Industrial Highway Addition, a distance of 4,274.94 feet; thence North 42° 44' 28" East, a distance of 227.0 feet to the point of beginning.

CONTAINING 20.50 Acres, more or less.

TOGETHER with a parcel of land situate in the City of Gary, County of Lake, State of Indiana, being part of the Northwest Quarter of Section 36, Township 37 North, Range 9 West, being adjacent to and Northwesterly of the hereinabove described first parcel of this deed, and being all of the right, title and interest of the Grantor herein and to all those certain pieces or parcels of land and premises, easements, rights-of-way and any other rights of any kind whatsoever appurtenant thereto or used in conjunction therewith on and along that property of the former South Chicago and Southern Railroad Company (predecessor of said Grantor), lying Southwesterly and Southeasterly of the following described lines:

SCHEDULE "A" (cont'd)

BEGINNING at a point in a Northerly line of land of the former Pittsburgh, Fort Wayne and Chicago Railway Company distant 60 feet measured Southwestwardly at right angles from the centerline of the Eastward bound Main Track of the railroad of said Railway Company at a point therein distant 45 feet, more or less, measured Southeastwardly along said centerline of main track, from another point therein opposite said Railway Company's Mile Post 443; thence extending in a Northwesterly direction parallel with said centerline of Eastward bound Main Track, 690 feet, more or less, to a point in the prolongation Northeastwardly of a Southeasterly line of land of other owners; thence extending in a Southwesterly direction along said prolonged line, 10 feet, more or less, to a point at a corner of land of other owners, the Point of Ending.

THE ABOVE described parcel is identified in the records of the United States Railway Association as Line Code 3259-5.0.

THE SECOND PARCEL in this deed being identified in Special Court Civil Action No. 77-31 (dated October 12, 1978 and recorded on November 9, 1981 as Instrument No. 650043 in the Lake County Recorder's Office) as Parcel No. IN.A10g 09-7 in Document No. PDEL-CRC-RP-62, Exhibit B, Page B-14, of the deed dated March 29, 1976 by and between George W. Betz, Jr., as Trustee of the property of Pennel Company, Debtor as Grantor and Consolidated Rail Corporation as Grantee, said document being recorded in the Office of the Recorder of Deeds of said Lake County as Instrument No. 496367.


ALSO TOGETHER with all of said Grantor's right, title and interest of, in and to an access easement from Clark Road to the hereinabove described property that was reserved unto said Grantor in the deed dated February 23, 1982 from The Penn Central Corporation to Samocki Brothers Trucking Company.

The words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this Indenture so requires and whether singular or plural, such words shall be deemed to include in all cases the heirs or successors and assigns of the respective parties.

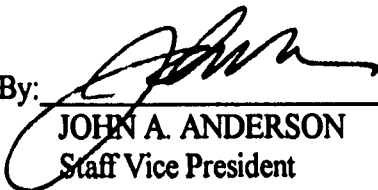
IN WITNESS WHEREOF, the said Grantor has caused this Indenture to be executed this 21st day of September, 1996.

SEALED AND DELIVERED
in the presence of us:

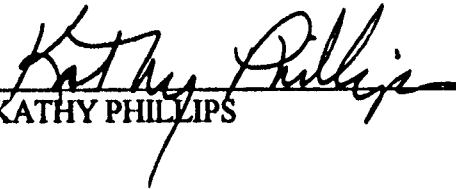
AMERICAN PREMIER UNDERWRITERS, INC.



KAREN PLOGSTED

By: 

JOHN A. ANDERSON
Staff Vice President
Real Estate



KATHY PHILLIPS

Attest: 

JAMES C. KENNEDY
Secretary


STATE OF OHIO

: ss.

COUNTY OF HAMILTON

BEFORE ME, the undersigned, a Notary Public in and for the State and County aforesaid, this 21st day of September, 1996, personally appeared AMERICAN PREMIER UNDERWRITERS, INC. by JOHN A. ANDERSON and JAMES C. KENNEDY, its Staff Vice President, Real Estate and Secretary, respectively, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal the day and year aforesaid.


Notary

JAMES W. LAWRENCE
Notary Public, State of Ohio
My Commission Expires Jan. 24, 1997

THIS INSTRUMENT PREPARED BY:

Timothy L. Mehle
One East Fourth Street
Cincinnati, Ohio 45202

2. Until the final approval by USEPA of the completion of all remedial action work and achievement of all cleanup standards at the Midco II site by USEPA, there shall be no residential, commercial, or agricultural use of the Penn Central Property, including but not limited to the construction, installation or use of any structures or buildings for residential, commercial, or agricultural purposes;

3. Until the final approval by USEPA of the completion of all remedial action work and achievement of all cleanup standards at the Midco II site by USEPA, there shall be no use of the Penn Central Property that would allow the continued presence of humans at the Penn Central Property, other than presence necessary for implementation of remedial action work or maintenance work approved by USEPA and/or the United States District Court for the Northern District of Indiana. Prohibited uses which would allow the continued presence of humans at the Penn Central Property will include but not necessarily be limited to recreational and educational uses.

4. Until the final approval by USEPA of the completion of all remedial action work and achievement of all cleanup standards at the Midco II site by USEPA, there shall be no installation, removal, construction or use of any buildings, wells, pipes, roads, ditches or any other structures at the Penn Central Property except as approved by USEPA.

5. There shall be no tampering with, or removal of, any containment or monitoring systems on the Penn Central Property.

6. There shall be no interference with the performance of work and remedial action, or with the maintenance or remedial measures approved by USEPA and/or the United States District Court for the Northern District of Indiana.

7. After the final approval by USEPA of the completion of all remedial action work and achievement of all cleanup standards at the Midco II site by USEPA, all uses of the site shall be consistent with the final remedial action implemented at the Midco II site.

All of the above restrictions shall run with the land and continue in perpetuity.

RESERVING unto Grantor, future permanent and perpetual easements in gross, freely alienable and assignable by the Grantor, for (a) all existing wire and pipe facilities or occupations whether or not covered by license or agreement between Grantor and other parties, of record or not of record, that in any way encumber or affect the premises conveyed herein, and (b) all future occupations within 20 feet on either side of the existing occupations, and (c) all rentals, fees and considerations resulting from such occupations, agreements and licenses and from the assignment or conveyance of such easements.

SUBJECT, however, to:

- (1) the state of facts disclosed by the survey hereinabove mentioned; and
- (2) rights of the public in that portion of the premises within the lines of any public roads that cross the property herein conveyed; and
- (3) any easements of record.

GRANTEE acknowledges and agrees that:

- (1) should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantor; and
- (2) Grantee will assume all obligations with respect to ownership, maintenance, repair, renewal or removal of the drainage structures, culverts and bridges located on, over or under the premises conveyed herein that may be imposed after the date of this Deed by any governmental agency having jurisdiction thereover.

DEED RESTRICTION

AMERICAN PREMIER UNDERWRITERS, INC. (f.k.a. The Penn Central Corporation), the Grantor herein and owner in fee simple of the real estate described below ("Penn Central Property"), hereby imposes restrictions on the Penn Central Property (being a portion of the hereinabove described property being conveyed), which is part of the Midco II Facility, Township 37 North, Lake County, State of Indiana.

Being an undeveloped vacant parcel of land situated in the Northwest Quarter of Section 36, Township 37 North, Range 9 West of the 2nd P.M., in Lake County, Indiana, more specifically described below:

Beginning at the Northwestern corner of Lot 10, Dorkes Industrial Highway Subdivision; thence,

(1) Southeastwardly along the Northerly lines of Lots 10, 11, 12 and 13 of said subdivision, 800.00 feet, more or less, to the Northeasterly corner of said Lot 13;

(2) Northeastwardly, along the Northerly prolongation of the Easterly line of Lot 13, 240.00 feet, more or less, to a point distant 60 feet, measured Southwestwardly at right angles from the centerline line of the Eastbound Main Track of Consolidated Rail Corporation;

(3) Northwestwardly, parallel to said center line of track, 800.00 feet, more or less, to a point of intersection with the Northerly prolongation of the Westerly line of Lot 10;

(4) Southwestwardly, along said Northerly prolongation of the Westerly line of Lot 10, 240.00 feet, more or less, to the Point of Beginning.

Containing 4.41 acres, more or less.

The following restrictions are imposed on the Penn Central Property, its present and any future owners, their authorized agents, assigns, employees or persons acting under their direction or control, for the purpose of protecting public health and the environment and preventing interference with remedial action work and maintenance work approved by the United States Environmental Protection Agency ("USEPA") and/or the United States District Court for the Northern District of Indiana at the Midco II site located at or about 5900 Industrial Highway, Gary, Indiana ("Midco II site").

1. Until the final approval of USEPA of the completion of all remedial action work and achievement of all cleanup standards at the Midco II site by USEPA, there shall be no consumptive or other use of the groundwater underlying the Penn Central Property that could cause exposure of humans or animals to the groundwater underlying the Penn Central Property or the Midco II site;