

DEED

This Indenture, made this 21st day of April, 2004, by and between the SAVE OUR STATION COMMITTEE, INC. a corporation duly organized and existing under the laws of the State of Indiana, Grantor, and the CITY OF HOBART, a third class city located in Lake County, Indiana, Grantee;

Witnesseth, that Grantor, in consideration of the sum of Ten Dollars (\$10.00), the acceptance of Grantee of the covenants set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey and warrant unto Grantee the following described real estate in Lake County, Indiana, to-wit:

Part of the Northeast 1/4 of Section 32, Township 36 North, Range 7 West of the Second Principal Meridian, in the City of Hobart, Lake County, Indiana, described as follows: Beginning at the point of intersection of the Southerly line of Lillian Street and the Extension of the Easterly line of Lot 12, Block 8 in Earle and Davis Addition to the City of Hobart, as per plat thereof, recorded in Plat Book "A" page 486, in the Office of the Recorder of Lake County, Indiana; thence South 64° 48' East along the Southerly line of Lillian Street a distance of 50.0 feet; thence South 25° 16' West, a distance of 50.0 feet; thence South 64° 48' East 90.0 feet; thence South 25° 16' West 75.0 feet; thence North 64° 48' West 119.0 feet; thence North 25° 16' East 13.0 feet; thence North 64° 43' west 21.0 feet; thence North 25° 16' East 112.0 feet to the point of beginning.

Together with any buildings and improvements located thereon.

Tax key No.: 17-23-64

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Said parcel being a part of the premises conveyed by the Trustee of the Property of the Pittsburgh, Fort Wayne & Chicago Railway Company, Debtor, to Consolidated Rail Corporation by Conveyance Document No. PFTW&C-CRC-RP-4 dated March 31, 1976 and recorded in Lake County Indiana as Document No. 496364; said parcel having been conveyed thereafter to The Hobart Historical Society, Inc. by Deed dated December 21, 1982 and recorded in Lake County, Indiana March 1, 1983 as Document No. 699161; said parcel having been conveyed thereafter to the Save Our Station Committee, Inc., by deed dated November 7, 1989 and recorded in Lake County, Indiana as Document No. 070170.

Subject to:

- 1) Past and Current year real estate taxes, if any,
- 2) Ditches and drains, if any, and all rights therein,
- 3) Railroad right of ways, switches and spur tracks, if any, and all rights therein,
- 4) Easements covenants restrictions and encumbrances of record,
- 5) Highways and legal right of ways,

REGISTERED FOR TAXATION SUBJECT TO
RECEIPT ACCEPTANCE FOR TRANSFER
MAY 3 - 2004

STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

Subject to the terms and conditions set out in the deed from Consolidated Rail Corporation, described above, dated December 21, 1982, which provides as follows:

"SUBJECT, however, to (1) any easements or agreements of record or other wise affecting the land hereby conveyed; (2) 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 herein conveyed premises, together with the right to maintain, repair, renew, replace, use and remove same; and (3) the state of facts disclosed by survey made by Krull & Son, Inc., Civil Engineers and Surveyors, Hobart, Indiana dated July 23, 1982.

THIS INSTRUMENT is executed, delivered, and accepted upon the understanding and agreement:

(1) that Grantor shall not be liable or obligated to construct or maintain any fence between the land hereinbefore described and the land of Grantor adjoining same; or be liable or obligated to pay for any part of the cost or expense of constructing or maintaining such a fence or any part thereof; or be liable for any compensation for any damage that might result by reason of the non-existence of such a fence;

(2) that the said Grantee shall not have or assert to have any claim or demand whatsoever for compensation for damages, whether said damages be direct or consequential, to the land hereinbefore described or to any buildings or improvements now or hereafter erected thereon, or to the contents thereof, which may be caused by the operation, maintenance, repair or renewal of grantor's railroad or which may be caused by vibration resulting from the operation, maintenance, repair or renewal thereof; and the said grantee hereby expressly releases the said

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STATE OF INDIANA
LAKE COUNTY
RECORDER OF DEEDS

grantor from liability for any such damages;

(3) that in the event the tracks of the railroad of grantor are elevated or depressed, or the grades of any streets, avenues, roads, lanes, highways or alleys over said railroad in the vicinity of the land hereinbefore described are changed so that they shall pass overhead or underneath the said tracks and railroad, or in the event any crossing is vacated and closed, the said Grantee, as owner of the land hereinbefore described, shall not ask, demand, recover or receive any compensation whatsoever for any damage of whatsoever nature caused by or in any manner growing out of the separation or change of grades of said railroad and/or said streets, avenues, toads, lanes, highways or alleys or out of the vacation and closing of any grade crossing;

(4) that should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the grantor herein; and

(5) that Grantee shall, at its sole cost and expense, and in a manner acceptable to Grantor's Engineering Department, within 30 days after the delivery of this Deed, construct and forever maintain a 6 foot high cyclone and/or chain link fence along the dividing line between the premises hereby conveyed and the adjoining remaining lands of the Grantor so as to effectively protect against the fouling and/or other trespass on to grantor's adjacent operating tracks; it being expressly understood and agreed that the said Grantee shall and will at all times hereafter indemnify, protect and save harmless the grantor from and against all cost or expense resulting from any and all losses, damages, suits, claims, demands, costs or charges which it may directly or indirectly suffer, sustain, or be subjected to by reason or on account of the Grantee's failure to maintain fence or by reason or on account of damage to said fence or to any property, or injury or death to any persons, on the land hereby conveyed due to its proximity to Grantor's railroad operation.

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 in all cases the heirs or successors and assigns of the respective parties.

Both Grantor and Grantee intend and desire that the above described real estate, including improvements, shall be protected and maintained in its restored condition. In furtherance of this common desire, the real estate is conveyed to the following conditions subsequent and protective covenants, which shall run with the real estate.

1) Maintenance. Grantee shall maintain the property in a good and sound state of repair. This obligation shall require replacement, repair and reconstruction by grantee whenever necessary to preserve the property in substantially the same condition and state of repair that existed on the date of delivery of this instrument. The obligation to maintain the property shall include drives walks fences and landscaping existing on the date of delivery of this instrument. This obligation shall require replacement, rebuilding, repair and reconstruction to be done in accordance with the status of the building as a historic structure, of original or in kind materials, applied with workmanship comparable to that used in the construction or application of the materials being repaired or maintained, in a manner which maintains or recreates the appearance of the original facades and interior features. The Secretary of The Interior's Standards for rehabilitation and Guidelines for Rehabilitating Historic Buildings (36 CFR 67) as these may be amended from time to time, or replaced by alternative standards, shall be followed to the extent possible, except for temporary emergency repairs necessary to prevent further damage. The parties intend that the foregoing language shall require a good faith effort to maintain the premises, but shall not constitute an encumbrance of public funds unless expressly so designated.

2) Prohibited Activities. The following acts or uses are expressly forbidden on, over or under the Property:

- a) the Depot shall not be demolished, removed or razed;
- b) nothing shall be erected, except temporary structures, which shall impair the view of the structure from street level;
- c) the dumping of trash, rubbish or unsightly or offensive material;
- d) subdivision of the property, in law or in fact;
- e) no communications transmission antennae or utility lines shall be installed or created on the property, except as permitted by existing easements;
- f) interior walls doors and features shall not be removed, demolished or altered;
- g) any use which substantially impairs the historic status, conservation or preservation values of the property.

3) Public Access. Grantee shall not impair the ability of the public to view the building from the road, and shall make the interior common areas of the building accessible to the public during normal business hours a minimum of 200 days per year. Interior space used for private offices may be made available for viewing during such times and under such conditions as shall not interfere with the use of office space for that purpose.

4) Remedies. If Grantee fails to comply with the terms of these covenants, or sell, convey or contract to sell or convey or otherwise dispose of the real estate, except as permitted herein, Grantor may:

- a) divest Grantee of title by tendering to the Grantee or the Clerk of the Lake

Circuit Court the amount received by grantor from grantee as consideration for this conveyance, together with the actual costs incurred by Grantee in connection with further restoration work performed in accordance with the terms of this instrument less the cost to Grantor of changing or removing unauthorized improvements made by Grantee;
b) obtain injunctive relief to force compliance by grantee with the provisions of these covenants;
c) pursue such other remedies as may be available to grantor at law and in equity.

5) Sale or Transfer. In the event Grantee intends to sell or transfer the above-described real estate, Grantor shall have a first right to repurchase the real estate on the terms set forth in preceding paragraph, upon ten days notice from Grantee after receipt of a bona fide offer. Any purported sale in violation of this provision shall be voidable within five years from the date of the recording of the document evidencing such sale at the election of Grantor.

6) Amendment, Duration and Successors. These covenants may be amended only by written instrument signed by the Grantor or its assignee or successor in interest and by grantee. These restrictions shall be binding upon the parties hereto, their successors and assigns, in perpetuity. Grantor may, by written instrument recorded in the office of the Recorder of Lake County, Indiana, assign or otherwise transfer any or all of its right, title or interest reserved or granted under this deed. For purposes of these covenants, should Grantor cease to exist without designating a successor in interest as specified herein, the successor in interest shall be deemed to be the Hobart Historical Society, Inc.

7) Remedies Cumulative. In the event of a violation of this agreement, all remedies legal and equitable shall be available to Grantor, including injunctive relief and damages. No remedy provided in this agreement shall be exclusive of any other remedy provided herein or provided by law or in equity, but each shall be cumulative and in addition to any other available remedy.

8) Separability. The above conditions are intended to be separable and, if any is found to be void or invalid, such finding shall not affect the validity or enforceability of those remaining.

IN WITNESS WHEREOF, Grantor has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed, accompanied by the signature of two of its officers specifically authorized to execute this document of conveyance.

Executed this 21st day of April, 2004.

SAVE OUR STATION COMMITTEE, INC.

By: Elin Christianson
Elin Christianson

(Seal)

Virginia Curtis
Virginia Curtis

State of Indiana }
 } ss:
County of Lake }

On this 21st day of April, 2004, before me, a Notary Public in and for said county and state, personally appeared Elin Christianson and Virginia Curtis, each of whom acknowledged themselves to be duly authorized to act on behalf of the Save Our Station Committee, Inc., a corporation duly authorized and existing under the laws of the State of Indiana, and being so authorized, acknowledged the execution of the foregoing instrument for the purposes expressed therein.

In Witness Whereof, I hereunto set my hand and official seal .

Deborah A. Longer
Deborah A. Longer
Notary Public

My Commission Expires: 12-17-09

This instrument prepared by: William J. Longer, Attorney No. 8894-45
651 E. Third Street, Hobart, IN 46342
(219) 947-1571

Mail Recorded Deed to: Clerk, City of Hobart
414 Main Street
Hobart, IN 46342