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LAKELAND COUNTY
FILED FOR RECORD
Road Transfer
Memorandum of Agreement

2004 055429

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This Agreement is made and entered into on March 22 2004,
by and between the State of Indiana and through the Indiana Department of
Transportation (hereinafter referred to as INDOT), Lake County, acting by
and through its County Commissioners (hereinafter referred to as COUNTY),
and the City of Gary, acting by and through its authorized officials
(hereinafter referred to as CITY).

WITNESSETH:

WHEREAS, the CITY is actively preparing, as an integral part of its
Lake Front Development Project DPM/0045(001), for the construction of a new
multi-phased Gary Marina access road from the existing US 12/SR 912
Interchange to the Buffington Harbor area at the Gary Marina (DES#
9380960);

WHEREAS, the Gary/Chicago Airport in conjunction with the CITY is
currently proposing as part of its long range plan, the extension of two
runways and a long term consideration for the construction of a new
crosswind runway (12L-30R) that would require the relocation or elimination
of that portion of existing U.S. 12 adjacent and contiguous to the Airport;

WHEREAS, pursuant to established planning criteria and Indiana Code
Sections 8-23-4-2 and 8-23-4-10, INDOT has determined, and the CITY and
COUNTY agree, that US 12 from existing SR 912 to its northern junction with
existing US 20 (at Bridge Street) and SR 312 from SR 912 to US 12 will no
longer be the most appropriate and/or convenient ways for INDOT to route
state traffic, but the roads will continue to serve a useful local purpose;

WHEREAS, I.C. 8-23-4-12 provides the means to transfer roads or
streets between systems; and

264
CCL
AS

NOW, THEREFORE, in consideration of the premises and the mutually dependent covenants, the parties agree as follows:

Section 1 The parties hereto shall comply with applicable provisions set forth in (1) Title 23 of the US Code, (2) the regulations issued thereto, and (3) the policies and procedures of the Federal Highway Administration relative to the work covered by and the roads transferred in this Agreement.

Section 2 INDOT agrees, upon completion of the transfers itemized in Section 3 and Section 4, to convey to the CITY the two parcels of land more fully described in EXHIBIT B (attached hereto and made a part hereof)

Section 3 INDOT shall transfer, and the CITY shall accept, maintenance jurisdiction of the following road segments (see Exhibit A, attached hereto and made a part hereof):-

ITEM G-1 Existing alignment of US 12, from its intersection with the eastern ramps at SR 912 to the western right-of-way setback at its intersection with US 12 (Bridge Street), approximately 3.80 miles.

ITEM G-2 Existing alignment of SR 312, from the eastern North/South collector-distributor ramp for SR 912 to existing US 12, approximately 0.59 mile.

Section 4 INDOT shall transfer, and the COUNTY shall accept, maintenance jurisdiction of the following bridge structures on existing US 12 (see Exhibit A, attached hereto and made a part hereof):

ITEM C-1 Existing structure (Bridge #8001) over the Grand Calumet River, excluding any roadway approaches and electrical systems and fixtures.

ITEM C-2 Existing structure (Bridge #2080) over the NICTD Railroad, excluding any roadway approaches and electrical systems and fixtures.

Section 5 Limited access provisions, if any, shall continue to apply for all right-of-way acquired as part of this transfer.

Section 6 INDOT shall officially notify both the CITY and the COUNTY by separate certified letters to formally establish the date and time of transfer for the roads and bridges described in Sections 3 and 4. The effective date of the transfers shall be determined by INDOT and shall be a date no later than two weeks from the final date of approval of this Agreement.

Section 7 Immediately after the effective date of transfer established in Section 6, the CITY and COUNTY shall provide all future maintenance, reconstruction and construction for their respective portions of the roads and the bridges described in Sections 3 & 4 (including all traffic and safety devices and appurtenances) of this Agreement.

Section 8 Immediately after the effective date of transfer, electrical energy, if any, required to operate the facilities, traffic signals, and lights along the roads in Sections 3 & 4 of this Agreement shall be paid by the CITY.

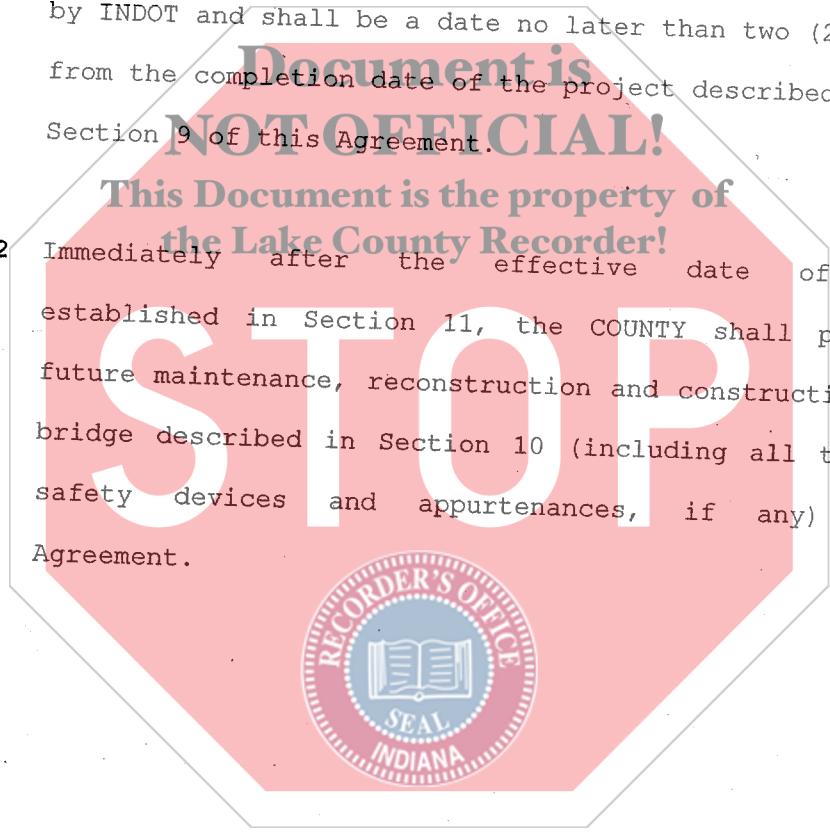
Section 9 In addition to the transfer described above, INDOT also agrees to complete, at its expense, the replacement of existing structure (Bridge #2045) over the CSXT & NS Railroad (Bridge Replacement Project DES# 9701860).

Section 10 Upon completion of the project listed in Section 9, the COUNTY shall then accept maintenance jurisdiction of the following bridge structure on existing US 12 (see Exhibit A, attached hereto and made a part hereof):

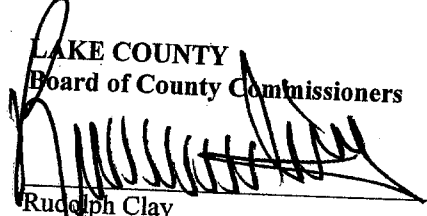
ITEM C-3 Existing structure (Bridge #2045) over the CSXT & NS Railroad, excluding any roadway approaches and electrical systems and fixtures.

Section 11 INDOT shall officially notify the COUNTY by another separate certified letter to formally establish the date and time of transfer for the bridge described in Section 10. The effective date of the transfer shall be determined by INDOT and shall be a date no later than two (2) weeks from the completion date of the project described in Section 9 of this Agreement.

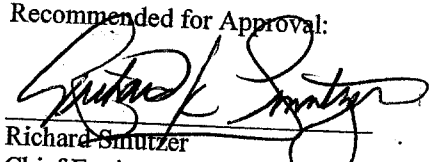
Section 12 Immediately after the effective date of transfer established in Section 11, the COUNTY shall provide all future maintenance, reconstruction and construction for the bridge described in Section 10 (including all traffic and safety devices and appurtenances, if any) of this Agreement.

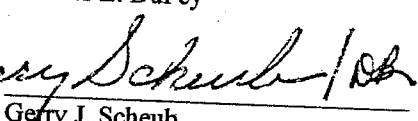


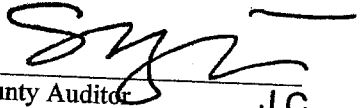
IN WITNESS WHEREOF, the parties have executed this AGREEMENT.

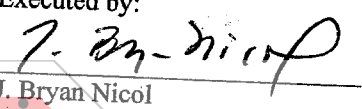
**LAKE COUNTY
Board of County Commissioners**

Rudolph Clay


**STATE OF INDIANA
Indiana Department of
Transportation**

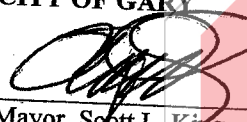
Recommended for Approval:

Richard Smutzer
Chief Engineer

Frances L. DuPey

Gerry J. Scheub

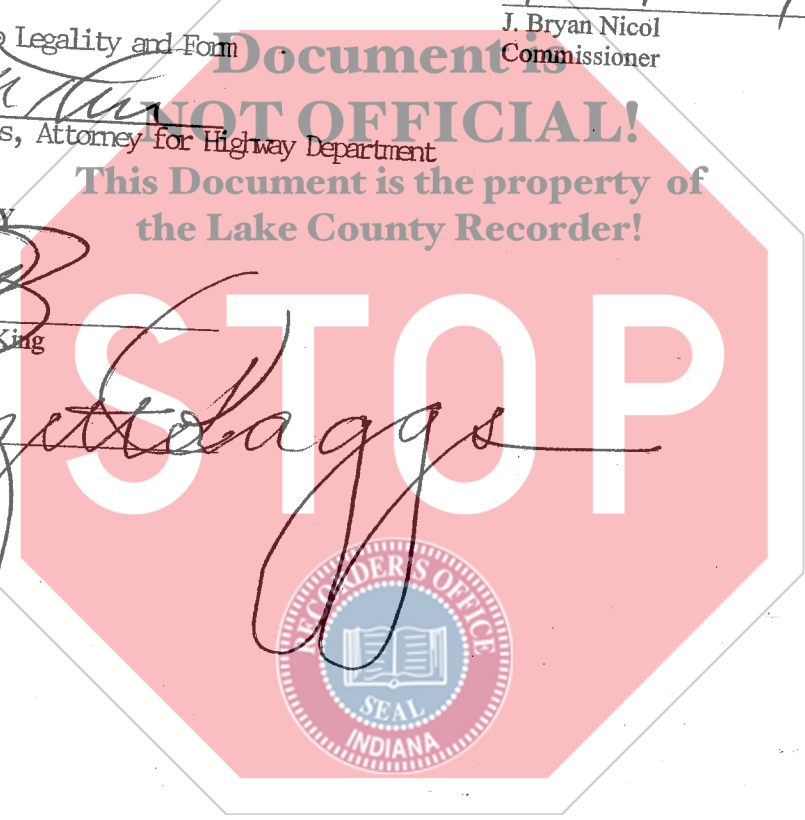
Attest: 
County Auditor JC

Executed by:

J. Bryan Nicol
Commissioner

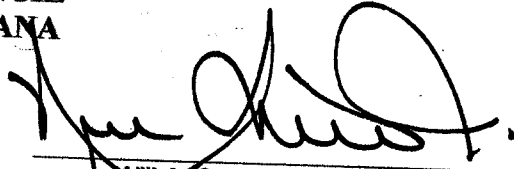
Approved as to Legality and Form

Mark A. Thiros, Attorney for Highway Department

CITY OF GARY

Mayor, Scott L. King

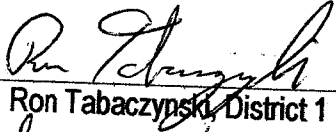
Attest: 
City Clerk



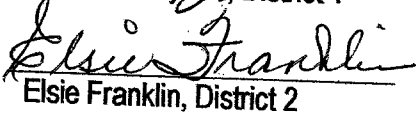
**LAKE COUNTY COUNCIL
LAKE COUNTY, INDIANA**



Will A. Smith, Jr., President, District 3



Ron Tabaczynski, District 1



Elsie Franklin, District 2

Absent

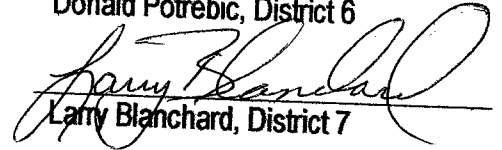
Thomas O'Donnell, District 4



Joel Markovich, District 5

Absent

Donald Potrebic, District 6



Larry Blanchard, District 7



ACKNOWLEDGEMENT

State of Indiana County LAKE, SS:

Before me, the undersigned Notary Public in an for said County personally appeared Ron Tabaczynski, Elsie Franklin, Will A. Smith, Jr., Thomas O'Donnell, Joel Markovich, Donald Potrebic, and Larry Blanchard, Lake County Council

(Name of signers, their official capacity and agency name)

and each acknowledgement the execution of the foregoing Agreement on this 9TH day of MARCH 2004.

Witness my hand and seal the said last named date.

My Commission Expires

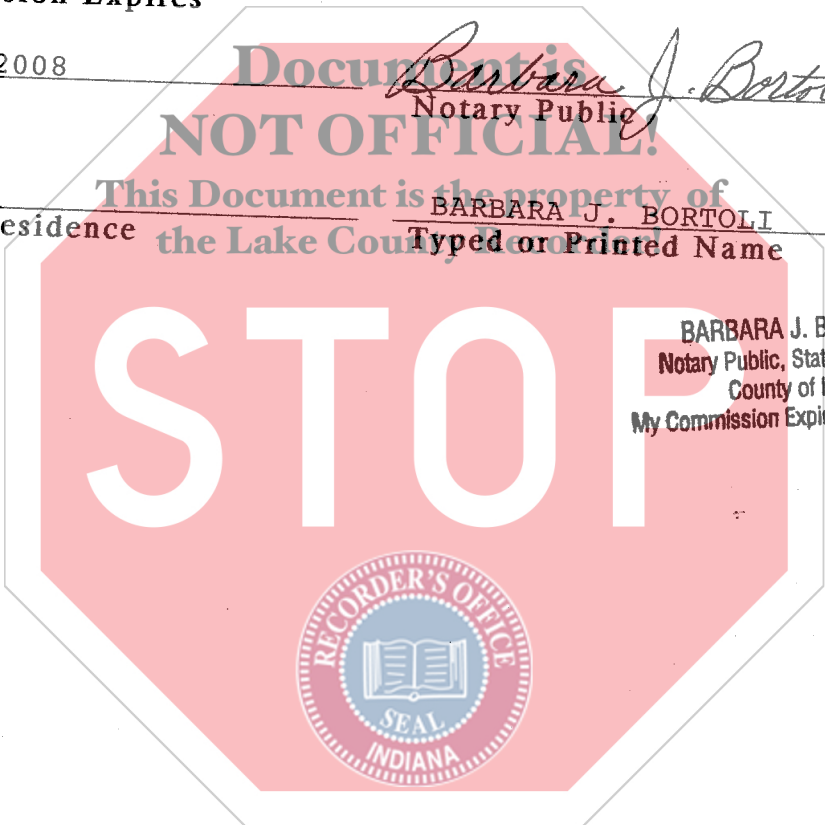
MAY 19, 2008

Barbara J. Bortoli
Notary Public

LAKE
County of Residence

Document is the property of
NOT OFFICIAL!
This Document is the property of
the Lake County Recorder
BARBARA J. BORTOLI
Typed or Printed Name

BARBARA J. BORTOLI
Notary Public, State of Indiana
County of Lake
My Commission Expires 05/19/2008



ACKNOWLEDGMENT

State of Indiana, County of Marion, SS:

Before me, the undersigned Notary Public in and for said County, personally appeared J. Bryan Nicol, Commissioner of the Indiana Department of Transportation, and acknowledged the execution of the foregoing Agreement on this 22nd day of March, 2004.

Witness my hand and seal the said last named date.

My Commission Expires

November 26, 2010

Marion
County of Residence

Jennifer L. Allen
Notary Public

Jennifer L. Allen
Typed or Printed Name



ACKNOWLEDGMENT

State of Indiana County of LAKE, SS:

Before me, the undersigned Notary Public in and for said County personally appeared Rudolph Clay, Frances DuPey, and Gerry J. Scheub
(Name of signers, their official

Lake County Board of Commissioners, and Stephen R. Stiglich, Lake County Auditor
capacity and agency name)

and each acknowledged the execution of the foregoing Agreement on this 3rd day of March 2004.

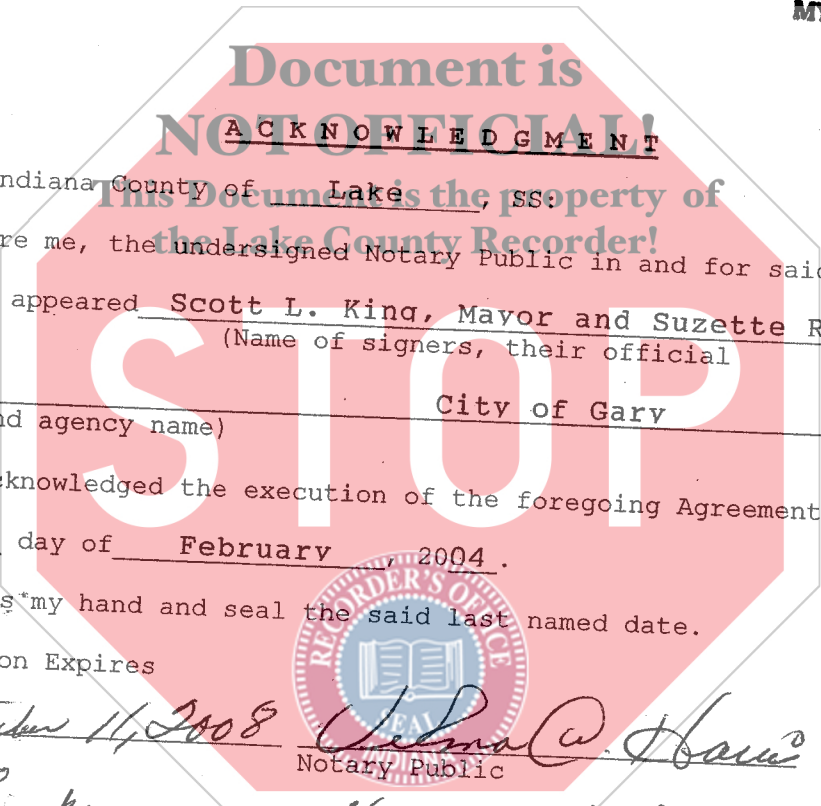
Witness my hand and seal the said last named date.

My Commission Expires

August 17, 2008 Shirlonda L. Dowd
Notary Public

Lake Shirlonda L. Dowd
County of Residence Typed or Printed Name

SHIRLONDA L. DOWD
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. AUG. 17, 2008



State of Indiana County of Lake, SS:

Before me, the undersigned Notary Public in and for said County personally appeared Scott L. King, Mayor and Suzette Raggs, City Clerk
(Name of signers, their official

City of Gary
capacity and agency name)

and each acknowledged the execution of the foregoing Agreement on this 25th day of February, 2004.

Witness my hand and seal the said last named date.

My Commission Expires

September 14, 2008 Verma E. Harris
Notary Public

Lake VERMA E. HARRIS
County of Residence Typed or Printed Name