

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2006 083008

2006 SEP 21 AM 9:58

PERPETUAL HIGHWAY EASEMENT

Form PHE-1
8/98

MICHAEL A. BROWN
RECORDER

TITLE ACQUIRED BY:
Quitclaim DEED 95077876
12/20/1995

Project: IM-80-1 (161)
Code: 4556
Parcel: 3
Page: 1 of 3

THIS INDENTURE WITNESSETH That Northern Indiana Commuter Transportation District, an
Indiana municipal corporation

the Grantor(s), of PORTER County, State of Indiana Convey(s) and
Warrant(s) to the **STATE OF INDIANA**, the Grantee, for and in consideration of the sum of _____
Eight Thousand Three Hundred and ----- 00/100 Dollars
(\$ 8,300.00) (of which said sum \$ 0.00 represents land encumbered
and improvements acquired and \$ 8,300.00 represents damages) and other valuable consideration,
the receipt of which is hereby acknowledged, a perpetual easement and right of way in, under and upon certain Real Estate
situated in the County of LAKE, State of Indiana, and which is more particularly described in the legal description(s)
attached hereto as Exhibit "A" and depicted upon the Right of Way Parcel Plat attached hereto as Exhibit "B", both of
which exhibits are incorporated herein by reference, for the purpose of the construction, reconstruction, maintenance,
operation and repair thereupon of a highway facility and appurtenances thereto, which said appurtenances may include but
are not limited to, ditches and drainage facilities, slopes, rip rap, culverts, and like features necessary for the said highway
facility.

This conveyance is subject to any and all easements, conditions and restrictions of record.

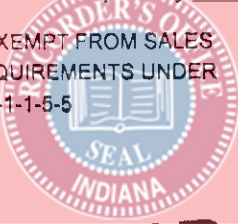
Interests in land acquired by the Indiana
Department of Transportation
Grantee mailing address:
100 North Senate Avenue
Indianapolis, IN 46204-2219
I.C.8-23-7-31

This Instrument Prepared by _____

MARK G. AHEARN
ATTORNEY AT LAW

Attorney at Law

TRANSACTION EXEMPT FROM SALES
DISCLOSURE REQUIREMENTS UNDER
IC6-1-1-5-5



"I affirm, under the penalties for perjury,
that I have taken reasonable care to
redact each Social Security number in this
document, unless required by law"

Signature: [Handwritten Signature]
Printed Name: DIANA RILE

FILED

SEP 19 2006

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

018678

N/C
XP

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Grantee, its employees, agents, contractors, subcontractors and assigns shall have the right to enter in, under, over, along and upon the area of the said right of way conveyed herein at will to construct, reconstruct, maintain, and continue to operate the highway facility and appurtenances thereon and to remove from the said area any encroaching trees or other vegetation, buildings or other obstructions to the free and unobstructed use of the said right of way, and to make such alteration and improvements to the highway facility and appurtenances as the Grantee may deem necessary or useful. The Grantee may also, without further permission of the Grantor(s) or the Grantor(s) successors in title, bargain, convey or otherwise permit the use and/or occupancy of the area of the said right of way to place, replace, repair or maintain utility facilities.

Grantor(s) and their successors in title, covenant(s) and agree(s) not to erect, maintain or allow to continue within the area of the said right of way any building, structure, fence, plantings or other obstruction to the Grantee's free and unobstructed use of the said right of way, highway facilities or appurtenances thereto without the prior express written permission of the Grantee. Such permission shall not be effective unless and until recorded.

Notwithstanding any other provisions of this Perpetual Highway Easement to the contrary, the Grantee shall have no authority to and shall not interfere with the railroad operations conducted within the easement or turnout by the Grantor or the Grantor's licensee or permittees, and the Grantee hereby gives permission for such railroad operations to continue or be expanded on, as the Grantor determines, along the two (2) sets of railroad tracks now within the easement. In addition, the Grantor may from time to time expand the Grantor's railroad operations to more than two (2) tracks as Grantor determines in the Grantor's sole discretion so long as the expansion of railroad tracks and the expanded railroad operation associated therewith does not interfere with the reasonable operation of the easement for the existing and new highway facilities as proposed by the Grantee in Project IM-80-1 (161).

Grantor(s) warrant(s) that the Grantor is in fact the owner(s) in fee simple of said Real Estate, lawfully seized thereof and has/have a good right to grant and convey the foregoing easement; warrant(s) the quiet use and enjoyment thereof; warrant(s) that said Real Estate is free from all encumbrances inconsistent with the Grant contained herein; and warrant(s) that the Grantor will defend Grantee's title in said easement and right of way against all claims. This easement and right of way granted herein, and its associated benefits and obligations, shall run with said Real Estate. This indenture shall bind and inure to the benefit of the successors and assigns of the Grantee.



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The undersigned persons executing this deed represent and certify on behalf of the Grantor, that he/she is a duly elected officer of the Grantor and has been fully empowered by proper resolution, or the by-laws of the Grantor, to execute and deliver this deed; that the Grantor is a Corporation in good standing in the State of its origin and, where required, in the State where the subject real estate is situate; that the Grantor has full corporate capacity to convey the real estate described; and that all necessary corporate action for the making of this conveyance has been duly taken.

IN WITNESS WHEREOF, the said Grantor(s) (has) (have) executed this instrument this 15th day of June, 2006.

Signature (Seal) Dario M Brezene Signature (Seal)

Printed Name and Title DARIO M. BREZENE, CFO Printed Name

Signature (Seal) _____ Signature (Seal)

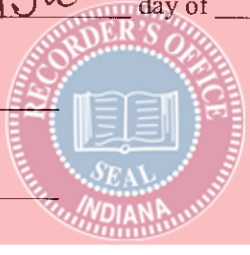
Printed Name _____ Printed Name

STATE OF Indiana :
COUNTY OF Porter : SS:

Before me, a Notary Public in and for said State and County, personally appeared Northern Indiana Commuter Transportation District, an Indiana municipal corporation BY DARIO M. BREZENE, CFO, the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be its voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 15th day of June, 2006.

Ruby B. Peterson
Signature
Ruby B. Peterson
Printed Name



My Commission expires 5-31-08
I am a resident of Porter County.

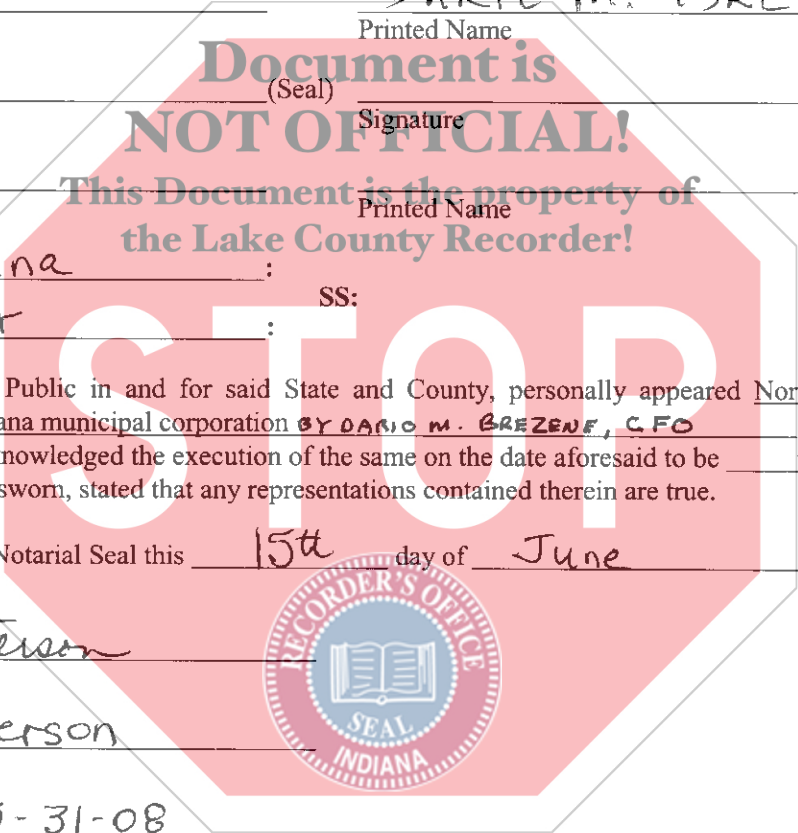
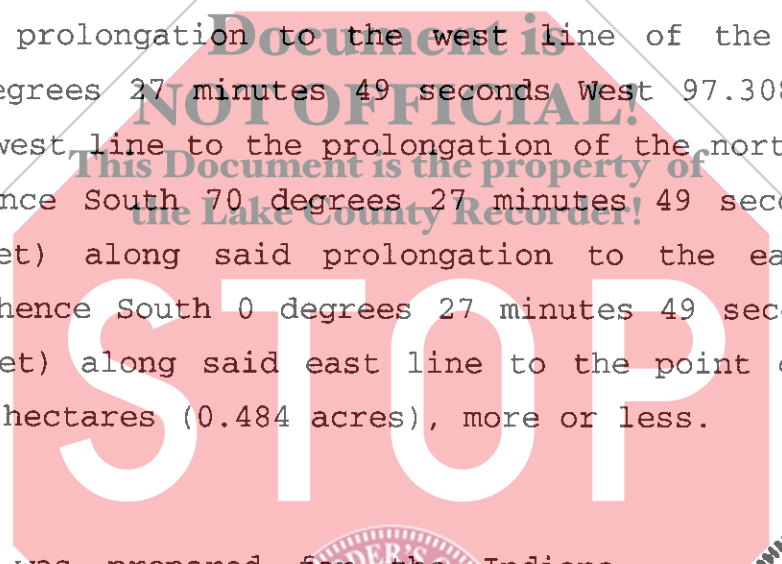


EXHIBIT "A"

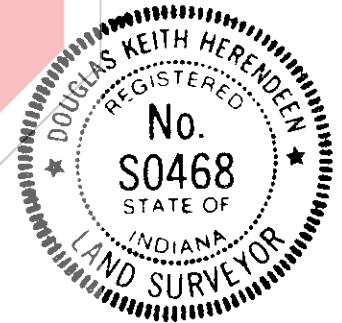
Project: IM-80-1(161)
Parcel: 3 Perpetual Highway Easement
Form: PHE-1

Sheet: 1 of 1
Code: 4556

A part of the West Half of the Northeast Quarter of Section 13, Township 36 North, Range 10 West, Lake County, Indiana, and being that part of the grantors' land lying within the right of way lines depicted on the attached Right of Way Parcel Plat marked Exhibit "B", described as follows: Commencing at the intersection of Line I-80/94/US 6 Project No IM-80-1(161) and the centerline of the Northern Indiana Commuter Transportation District designated as P.O.T. Station 8+556.694 Line "I-80/94/US 6" on said Project; thence South 70 degrees 27 minutes 49 seconds East 10.704 meters (35.12 feet) to the east line of the grantors' land being the point of beginning of this description: thence South 0 degrees 27 minutes 49 seconds East 48.654 meters (159.63 feet) along said east line to the prolongation of the southern boundary of I80/94 per F. A. Project No. UI-265(3)(1946); thence North 70 degrees 27 minutes 49 seconds West 21.408 meters (70.24 feet) along said prolongation to the west line of the grantors' land; thence North 0 degrees 27 minutes 49 seconds West 97.308 meters (319.25 feet) along said west line to the prolongation of the northern boundary of said Project; thence South 70 degrees 27 minutes 49 seconds East 21.408 meters (70.24 feet) along said prolongation to the east line of the grantors' land; thence South 0 degrees 27 minutes 49 seconds East 48.654 meters (159.63 feet) along said east line to the point of beginning and containing 0.1957 hectares (0.484 acres), more or less.



This description was prepared for the Indiana Department of Transportation by Butler, Fairman & Seufert, Inc., Douglas K. Herenden
Indiana Registered Land Surveyor, License Number S0468 on this 16th day of December, 2004.



PARCEL NO. : 3
 PROJECT NO. : 1M-80-1(161)
 ROAD NAME : 1-80/94
 COUNTY : LAKE
 SECTION : 13
 TOWNSHIP : 36 N.
 RANGE : 10 W.
 CODE : 4556

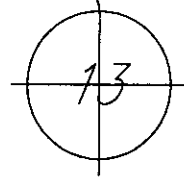
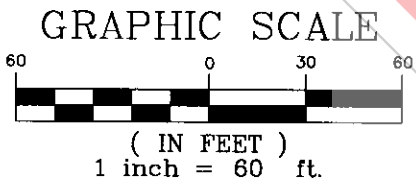
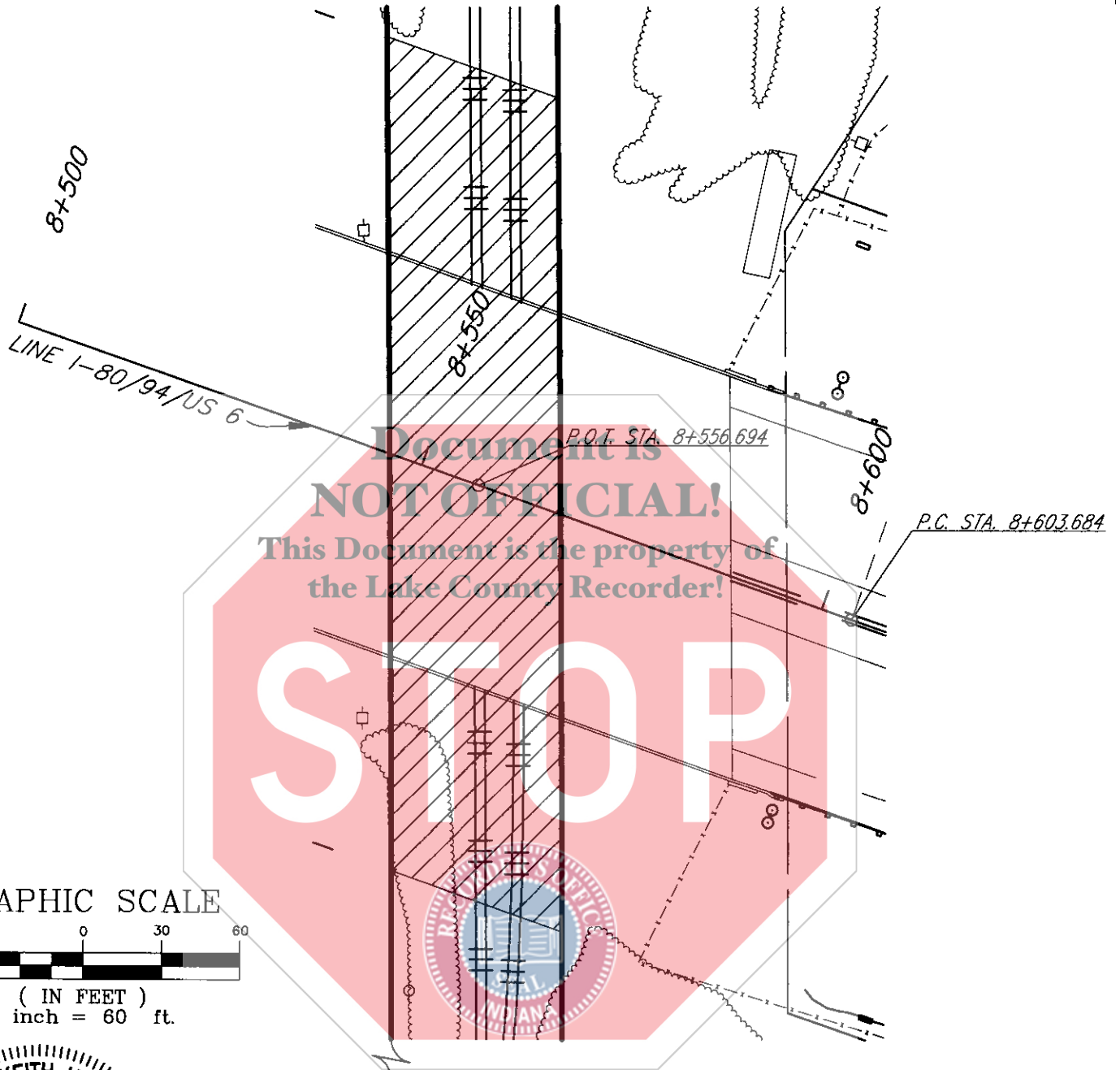
OWNER : NORTHERN INDIANA COMMUTER
 TRANSPORTATION DISTRICT, ETAL
 INSTRUMENT NO. 95077876 , DATED 12/07/1995
 DEED RECORD 42 , PAGE 339 , DATED 10/22/1881
 DEED RECORD 43 , PAGE 362 , DATED 11/7/1881
 DEED RECORD 105 , PAGE 35 , DATED 4/14/1903
 DEED RECORD 296 , PAGE 213 , DATED 1/20/1922
 DEED RECORD 401 , PAGE 177 , DATED 6/06/1927

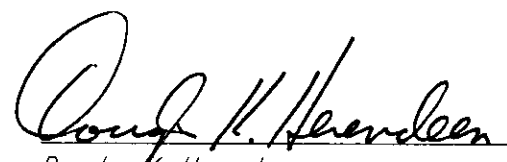
DRAWN BY : CVS 12/14/04
 CHECKED BY : DKH 12/15/04
 SCALE : 1" = 60'

EXHIBIT "B"
 NOTE: METRIC CENTERLINE

 HATCHED AREA IS THE
 APPROXIMATE TAKING

THIS PLAT WAS PREPARED FROM INFORMATION OBTAINED FROM THE RECORDER'S OFFICE
 AND OTHER SOURCES WHICH WERE NOT NECESSARILY CHECKED BY A FIELD SURVEY.




 Douglas K. Herendeen
 L.S. S0468
 Date 10/17/05

ROUTE SURVEY PLAT
 Prepared for - INDOT
 by Butler, Fairman and Seufert, Inc. (Job #4242.0611)