

QUITCLAIM DEED

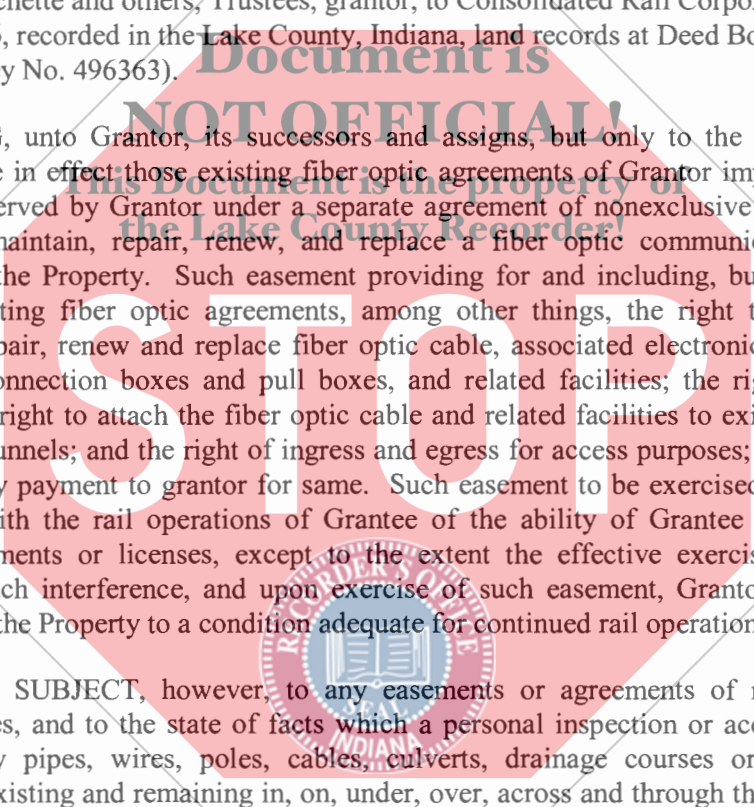
THIS INDENTURE WITNESSETH this 29th day of November, 2013, that **CONSOLIDATED RAIL CORPORATION**, a Corporation of the Commonwealth of Pennsylvania, whose mailing address is 1717 Arch Street, Philadelphia, Pennsylvania, 19103, hereinafter referred to as the Grantor, for and in consideration of the sum of TWENTY THOUSAND THREE HUNDRED THIRTY-SIX DOLLARS AND TWENTY-FIVE CENTS (\$20,336.25), to it paid, the receipt of which sum is hereby acknowledged, Grantor hereby releases and quitclaims to **NORFOLK SOUTHERN RAILWAY COMPANY**, a Corporation of the Commonwealth of Virginia, having a mailing address of 110 Franklin Road, Roanoke, VA 24042, hereinafter referred to as the Grantee, all its right, title and interest of, in and to the Premises as more particularly described on **Exhibit "A"** appended hereto and made a part hereof. Grantor's title to the real estate conveyed by this deed is based in whole or in part on the following deeds to grantor and its predecessors in title: (1) deed from the Gary Land Company, grantor, to the Gary & Western Railway, grantee, dated April 15, 1910, recorded in the Lake County Indiana, land records at Deed Book 167, page 280 on March 1, 1911; (2) deed from the Gary Land Company, grantor, to The New York Central Railroad Company, grantee, dated June 24, 1927, recorded in the Lake County, Indiana, land records at Deed Book 404, page 41 on August 12, 1927; and (3) deed from Robert W. Blanchette and others, Trustees, grantor, to Consolidated Rail Corporation, grantee, dated March 30, 1976, recorded in the Lake County, Indiana, land records at Deed Book 49, page 63 on October 17, 1978 (Key No. 496363).

RESERVING, unto Grantor, its successors and assigns, but only to the extent and duration necessary to continue in effect those existing fiber optic agreements of Grantor impacting the property which have been reserved by Grantor under a separate agreement of nonexclusive easement to install, construct, operate, maintain, repair, renew, and replace a fiber optic communication system over, through, and across the Property. Such easement providing for and including, but only to the extent required by the existing fiber optic agreements, among other things, the right to install, construct, operate, maintain, repair, renew and replace fiber optic cable, associated electronics, repeater shelters, terminal facilities, connection boxes and pull boxes, and related facilities; the right to install power supply facilities; the right to attach the fiber optic cable and related facilities to existing bridges and to install it in existing tunnels; and the right of ingress and egress for access purposes; all such rights to be exercised without any payment to grantor for same. Such easement to be exercised in a manner which does not interfere with the rail operations of Grantee or the ability of Grantee to grant other such communication easements or licenses, except to the extent the effective exercise of this easement reasonably entails such interference, and upon exercise of such easement, Grantor, at Grantor's sole expense, will restore the Property to a condition adequate for continued rail operations by Grantee.

UNDER and SUBJECT, however, to any easements or agreements of record or otherwise affecting the Premises, and to the state of facts which a personal inspection or accurate survey would disclose, and to 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 Premises; together with the right to maintain, repair, renew, replace, use and remove same.

UNDER and SUBJECT, however, to (1) whatever rights the public may have to the use of streets, roads, alleys, bridges or streets crossing the Premises, (2) any streams, rivers, creeks, canals or ways passing under, across or through the Premises, and (3) any easements or agreements of record or

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LAKE COUNTY AUDITOR

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otherwise affecting the Premises, and to the state of facts which a personal inspection or accurate survey would disclose, and to 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 Premises, together with the right to maintain, repair, renew, replace, use and remove same.

THIS INSTRUMENT is executed and delivered by Grantor, and is accepted by Grantee, subject to the covenants set forth below, which shall be deemed part of the consideration of this conveyance and which shall run with the land and be binding upon, and inure to the benefit of, the respective heirs, legal representatives, successors and assigns of Grantor and Grantee. Grantee hereby knowingly, willingly, and voluntarily waives the benefit of any rule, law, custom, or statute of the State of Indiana now or hereafter in force with respect to the covenants set forth below.

(1.) Grantor shall neither be liable or obligated to construct or maintain any fence or similar structure between the Premises and adjoining land of Grantor nor shall Grantor be liable or obligated to pay for any part of the cost or expense of constructing or maintaining any fence or similar structure, and Grantee hereby forever releases Grantor from any loss or damage, direct or consequential, that may be caused by or arise from the lack or failure to maintain any such fence or similar structure.

(2.) Grantee hereby forever releases Grantor from all liability for any loss or damage, direct or consequential, to the Premises and to any buildings or improvements now or hereafter erected thereon and to the contents thereof, which may be caused by or arise from the normal operation, maintenance, repair, or renewal of Grantor's railroad, or which may be caused by or arise from vibration resulting from the normal operation, maintenance, repair or renewal thereof.

(3.) A. Allocation of Specific Obligations to Remediate.

The parties shall, as between themselves, allocate obligations pertaining to any Remediation with respect to the Premises in accordance with this Section, without regard to considerations of fault, failure or negligence.

(i) Grantee shall be responsible after the date of this Deed for any Remediation arising from the existence or presence of any contamination in, on or about the Premises, including without limitation, any Hazardous Substances, except as specifically provided otherwise in Subsection A(ii) below.

(ii) Grantor shall be responsible for Remediation of Hazardous Substances in, on or about the Premises, provided that such Hazardous Substances: (1) resulted from a condition created by Grantor during the time the Premises was owned by Grantor; and (2) are a violation of applicable environmental laws or regulations in effect and as interpreted on the date of this Deed. Notwithstanding the aforesaid, Grantor shall not be liable for any Remediation resulting from any condition: (a) that Grantee had knowledge of or reasonable basis to suspect as of the date of this Deed; or (b) that Grantee could have discovered its presence upon the Premises by a due diligent examination of the Premises or public record related thereto; or (c) which Grantee has failed to immediately notify Grantor as provided for below. Grantor's liability for any Remediation for which it is otherwise responsible hereunder shall be no greater than that resulting from the condition of the Premises existing as of the date of this Deed regardless of any increase in Remediation costs or liability, created by or resulting from events occurring after the date of this Deed, including the passage of time.

(iii) If at any time after the date of this Deed, any Hazardous Substances are discovered which are or may be the responsibility of Grantor to Remediate pursuant to Subsection A(ii) above, then Grantee shall immediately notify Grantor of such Hazardous Substances, and Grantor shall have the

opportunity and right to investigate, determine its responsibility therefor, determine in connection with appropriate governmental or regulatory bodies the appropriate response or remedy for such Hazardous Substances, and Remediate, with its own forces or contractors and at its own expense, such Hazardous Substances to the satisfaction of appropriate regulatory bodies or to the additional extent deemed appropriate by Grantor. Grantor shall only be obligated to Remediate such Hazardous Substances to the extent that would be required for the now existing or most recent use of the Premises by Grantor, regardless of the current or proposed use of the Premises by Grantee. Grantee shall grant such rights of entry or other rights to Grantor, upon reasonable terms and without compensation, as may be necessary to allow Grantor to perform the inspections, remediation or other actions necessary to comply with this Subsection. In the event of dispute concerning Grantor's responsibility for any Remediation hereunder, the parties shall cooperate to resolve such dispute as quickly as possible, and Grantee, unless required by valid judicial or regulatory order to take immediate action to Remediate a specific condition, shall during the resolution of such dispute take no actions inconsistent with Grantor's right to seek a determination from the appropriate regulatory or judicial body of the remedy required by law and to Remediate the Hazardous Substances with its own forces or contractors. Grantor shall not be liable to Grantee for any damages, costs or expenses incurred as a result of such Remediation, except that if Grantee is required by valid judicial or administrative order as provided above to take immediate action to Remediate any Hazardous Substances which are later determined to be the responsibility of Grantor pursuant to this Subsection, Grantee shall be able to recover its actual and reasonable costs from Grantor.

B. Definition of "Hazardous Substance(s)". "Hazardous Substance(s)", as used in this Deed, shall mean any material or substance that is defined or classified as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601(14)) or Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1321); a "hazardous waste" pursuant to Section 1004 or 3001 of the Resource Conservation and Recovery Act (42 U.S.C. §§6903, 6921); a toxic pollutant under Section 307(a)(1) of the Federal Water Pollution Control Act (33 U.S.C. §1317(a)(1)); a "hazardous air pollutant" under Section 112 of the Clean Air Act (42 U.S.C. §7412); or a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990 (49 U.S.C. App. §1802(4)).

C. Definition of "Remediate" and "Remediation". "Remediate" or "Remediation", as used in this Deed, shall mean, any reasonable investigation and the formulating and implementation of any remedial action, containment, cleanup, response, treatment, removal, mitigation, abatement, elimination, or control of any contamination.

D. Indemnity. The party made responsible by this Section for any Remediation shall: (1) satisfy said obligations; and (2) indemnify, defend and hold the other party (and its directors, officers, employees and agents) harmless from and against any claims, liabilities, judgments, settlements, costs and expenses (including without limitation, reasonable attorneys' fees) arising out of or in connection with said Remediation.

E. Release. As a material part of the consideration to Grantor for the conveyance of the Premises, Grantee hereby expressly and irrevocably releases and forever discharges, and by these presents does, for its successors and assigns, release, and forever discharge Grantor (including, without limitation, its directors, officers, employees, and agents), from any and all actions, suits, controversies, damages (compensatory, punitive or consequential), judgments, claims and demands whatsoever, in law, or in equity, which Grantee, ever had, now has, or which it or its successors and assigns hereafter can, shall or may have against Grantor, arising out of or in connection with the presence of any contamination on the Premises, including without limitation, any Hazardous Substances, except to the extent Grantor fails to comply with its obligations set forth in Subsection A(ii) above, or Grantee is entitled to recover

the cost of any Remediation pursuant to Subsection A(ii). Grantee shall indemnify, defend and hold Grantor harmless from and against any and all claims, liabilities, judgments, settlements, costs and expenses (including without limitation, reasonable attorneys' fees) arising out of or in connection with Grantee's prosecution of any of its legal remedies against any third party who might have concurring or joint liability for matters for which Grantee has released Grantor pursuant to this Subsection. Each party expressly waives, to the extent it lawfully may do so, (i) the benefits of any statute that would relieve it of any obligations that it has assumed under this Section, and (ii) any defense predicated on alleged misrepresentations of fact or the nondisclosure of any pertinent fact.

(4.) Should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantor herein.

(5.) 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 at all times and in all cases the heirs, legal representatives or successors and assigns of the Grantor and Grantee.

IN WITNESS WHEREOF, the said Grantor has caused this Indenture to be executed by



[Type text]

Signed, sealed and delivered in the presence of:

CONSOLIDATED RAIL CORPORATION

By:

Anthony DiArenzo

Anthony DiArenzo
Director-Real Estate Assets

ATTEST:

Sandra J. Crisp

Assistant Secretary

STATE OF NEW JERSEY)

)SS:

COUNTY OF BURLINGTON)

BEFORE ME, the undersigned, a Notary Public in and for said Commonwealth and County, personally appeared Anthony DiArenzo, as Director-Real Estate Assets, of CONSOLIDATED RAIL CORPORATION, and severally acknowledged the execution of the foregoing Instrument to be the voluntary act and deed of said CONSOLIDATED RAIL CORPORATION, and their voluntary act and deed as such officer.

WITNESS my hand and notarial seal, this 2nd day of December A. D. 2013

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

Kathleen M. Pitt

Notary Public

Printed Name: _____
My Commission Expires: _____
County of Residence: BURLINGTON

Kathleen M. Pitt
Notary Public
State of New Jersey
My Commission Expires July 20, 2015

Mail tax bills to:

Norfolk Southern Railway Company, Tax Department (110 Franklin Road, Roanoke, VA 24042), its Director-Property Taxes.

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. John C. Duffey, Esquire

This Quitclaim Deed was prepared by STUART & BRANIGIN LLP, By John C. Duffey
300 Main Street, Suite 900, P.O. Box 1010, Lafayette, Indiana 47902. Phone: 765+423-1561

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CONSOLIDATED RAIL CORPORATION
ACQUISITION 6

FOR PROPOSED RAILROAD PARCEL OF LAND
SALE TO NORFOLK SOUTHERN RAILWAY COMPANY

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST $\frac{1}{4}$, OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 8 WEST, OF THE 2ND P.M., LAKE COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 10, WHENCE THE NORTHEAST CORNER OF SAID SECTION 10 BEARS S89°13'40"E, 5259.10 FEET;

THENCE S72°14'27"E, 1137.02 FEET TO A POINT AT THE INTERSECTION OF THE SOUTH LINE OF 10TH AVENUE WITH THE NORTHWESTERLY LINE OF THE PROPOSED 100-FOOT WIDE NORFOLK SOUTHERN RAILWAY PARCEL OF LAND, SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE S89°13'36"E, ALONG SAID SOUTH LINE 109.17 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THE PROPOSED 100-FOOT WIDE NORFOLK SOUTHERN RAILWAY PARCEL OF LAND, WHENCE THE NORTHEAST CORNER OF SAID SECTION 10 BEARS N86°05'51"E, 4076.08 FEET;

THENCE ALONG SAID SOUTHESTERLY LINE THE FOLLOWING TWO COURSES;

1. S24°25'36"W, 166.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 623.69 FEET;
2. SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 1°14'18", ALONG THE ARC OF SAID CURVE 13.48 FEET, SAID CURVE HAVING A CHORD THAT BEARS S25°02'45"W, 13.48 FEET TO THE NORTH LINE OF THE FORMER GARY & WESTERN RAILWAY (ICC PCL 40);

THENCE S00°46'24"W, 100.00 FEET TO THE SOUTH LINE OF THE FORMER GARY AND WESTERN RAILWAY;

THENCE N89°13'36"W, ALONG SAID SOUTH LINE 187.82 FEET;

THENCE N00°46'24"E, 86.50 FEET;

THENCE S89°13'36"E, 55.44 FEET;

THENCE N00°46'24"E, 13.50 FEET;

THENCE 89°13'36"E, 19.77 FEET TO A POINT ON SAID NORTHWESTERLY LINE OF THE PROPOSED 100-FOOT WIDE NORFOLK SOUTHERN RAILWAY PARCEL OF LAND, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 523.69 FEET;

THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING TWO COURSES:

1. NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 6°25'53", ALONG THE ARC OF SAID CURVE 58.78 FEET, SAID CURVE HAVING A CHORD THAT BEARS N27°38'33"E, 58.75 FEET;
2. N24°25'36"E, 122.92 FEET TO THE POINT OF BEGINNING;

CONTAINING 36, 108 SQUARE FEET (0.829 ACRES), MORE OR LESS.