

5

Gary/Chicago International Airport Authority
EJ&E Matteson Subdivision, Approximately MP 45.1
In/Near: Gary, IN
County: Lake
Parcel No(s):
Station 418+60

2014 0242

PERMANENT EASEMENT

THIS INDENTURE WITNESSETH that the NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation ("Grantor"), for and in consideration of the sum of ONE DOLLAR AND NO/100ths (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, so far as it lawfully may, unto GARY/CHICAGO INTERNATIONAL AIRPORT AUTHORITY, an "Airport Authority," as defined under Indiana Code § 8-22-3, *et seq.* (as amended) ("Grantee"), a permanent aerial easement over, across and upon the right of way and property of Grantor, in the vicinity of the realigned Matteson Subdivision of the Elgin, Joliet and Eastern Railway Company at a point that is expected to be approximately Mile Post 45.1 at/near Gary, in Lake County, State of Indiana, (the "Easement") for the purposes of operating, maintaining, repairing, reconstructing, and rebuilding of two adjacent single-track railroad bridges (collectively the "Structure"), along with railroad track(s), ballast, signal and communication systems, and all other appurtenances reasonably necessary or desirable to the operation of a railroad, along with the right of Grantee's assignee to permit other railroads to operate over the Structure. The Easement and the Structure are shown on the print attached hereto and made a part hereof and more particularly described as follows:

Document is NOT OFFICIAL!
See attached Exhibit A,
attached hereto and incorporated herein by reference
the Lake County Recorder!

The grants aforesaid are made solely upon the conditions and limitations hereinafter contained, and Grantee, by its acceptance of the said grants, accepts such conditions and limitations and agrees to the full, strict and prompt observance and performance thereof.

1. The permanent Easement granted in this indenture is limited to the uses and purposes hereinbefore expressed and for no other purpose whatever.

2. Grantor reserves to itself, its grantees, licensees, lessees, successors and assigns, the right to continue to occupy, keep, use and operate over, the land upon which the Easement is imposed and all tracks and other facilities or structures now beneath the Structure, and also the right to install and use or operate over additional tracks, facilities and structures beneath the Structure, and Grantor reserves also the right to grant to others permission to install, use, and operate other facilities and structures, including, but not limited to, underground pipes and conduits, beneath the Structure, and overhead wires, cables, and poles or other structures for the support of such facilities and structures which may now or hereafter be on, over, under or across the Easement, provided that said installations will not (i) interfere with the use of the Easement as provided in this indenture, (ii) impair Grantee's use of the Structure, (iii) interfere with the free and safe flow of traffic thereon; or (iv) constitute a hazard to air navigation. In addition, Grantee may license or permit the installation of utility pipelines and wirelines as may be attached to the Structure in Grantee's discretion, provided that said installations will not (i) interfere with Grantor's use of the Easement and adjacent properties, (ii) impair Grantor's use

FILED
APR 29 2014

01568

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

20.00
Non-conf
i copy
318437
30102 PD

of the facilities and structures beneath the Structure, or (iii) interfere with the free and safe flow of traffic beneath the Structure.

3. Grantee shall, without charge or assessment therefor against Grantor or Grantor's property, and in accordance with plans which have been approved by Grantor's Division Engineer or his or her duly authorized representative, perform all work and furnish any material necessary for the operation, maintenance, repair, reconstruction, removal or re-building of the Structure.

4. If any work to be performed by or for Grantee on the Structure shall require flagmen and/or inspectors as Grantor may reasonably deem desirable for the safety and continuity of railroad traffic during the work, Grantee shall reimburse the Grantor promptly upon receipt of bill(s) for such flagmen and/or inspectors.

5. Full and complete title, ownership and use of Grantor's premises and of the Easement herein involved are reserved to Grantor, and its successors or assigns, subject to the right, permission and authority expressly granted in this indenture. This Easement is permanent and may only be terminated by Grantee upon its execution of a recordable release.

6. Grantee, at its sole cost and expense, shall provide and forever maintain adequate drainage facilities to prevent runoff and other surface waters collected on the Structure from flowing upon Grantor's tracks or properties.

7. Grantor hereby acknowledges the aforesaid consideration for the Easement rights granted in this indenture represents payment in full for the realty interests herein conveyed, including any decrease in value to Grantor's remaining properties resulting therefrom, but Grantor does not waive or release any claims, including but not limited to trespass or negligence, against Grantee, or any agent or contractor of Grantee, for any physical damage or loss which may be caused to Grantor's remaining properties or facilities.

8. Subject to the provisions of Section 5, this indenture and the conditions contained in it shall run with the land and be binding upon the respective grantees, licensees, lessees, successors and assigns of the parties.

9. If, at any time after the Surface Transportation Board has granted authority by approval or exemption to abandon the section of Grantee's line that crosses the bridge, such abandonment has been consummated, and the Easement herein granted shall no longer be used or required by Grantee, its successors or assigns, for the purposes for which it was granted, the same shall terminate and Grantee, its successors or assigns, shall remove all facilities placed within the Easement area and restore the property to a condition acceptable to Grantor's chief engineering officer.

(the remainder of this page intentionally left blank)

IN WITNESS WHEREOF, Grantor has caused this indenture to be signed and its corporate seal affixed by its proper duly authorized officers as of the 13th day of May, 2013.

Witness:

NORFOLK SOUTHERN RAILWAY COMPANY

L. F. Ehr

By

F. B. Wimbush

Title:

ASST to SVP Energy & Projects

Print Name:

F. B. Wimbush

Title:

Vice President

ACCEPTED:

Witness:

GARY/CHICAGO INTERNATIONAL AIRPORT
AUTHORITY

D. Scott

Title:

Office Manager

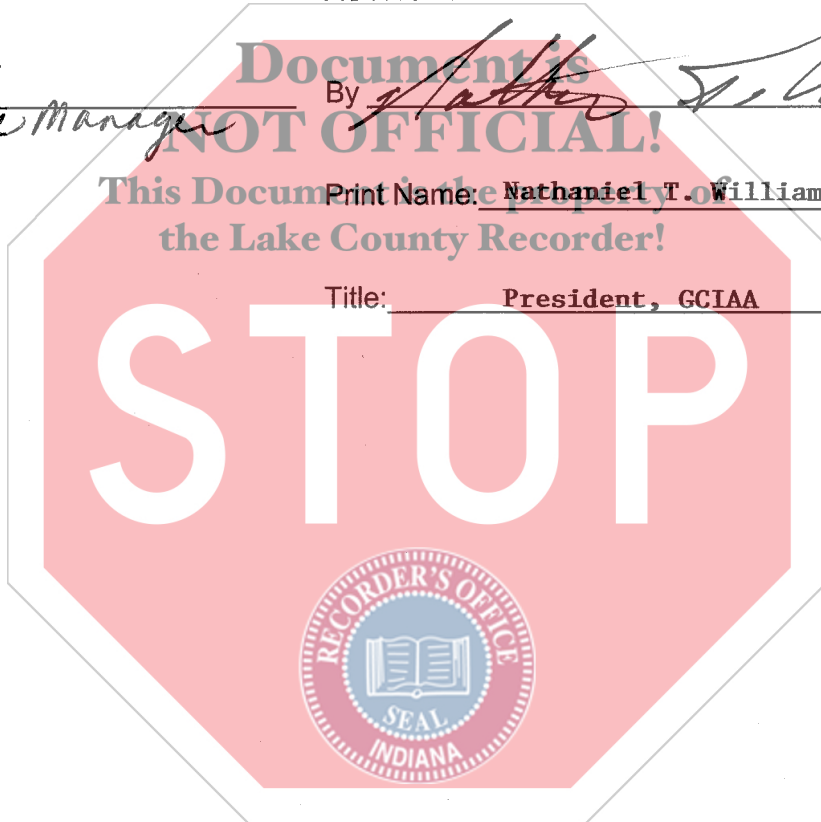
By

Nathaniel T. Williams

Print Name: Nathaniel T. Williams

Title:

President, GCIAA

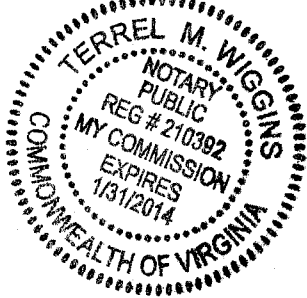


COMMONWEALTH OF VIRGINIA)

Cats
COUNTY OF NORFOLK)

SS:

Before me, a Notary Public, in and for said County and State, this 14th day of June, 2013, personally appeared F. B. Wimbush, as the Vice President of Norfolk Southern Railway Company who has stated that he is authorized to execute said document and have acknowledged the execution of the foregoing instrument to be his free and voluntary act for and on behalf of the Grantor.



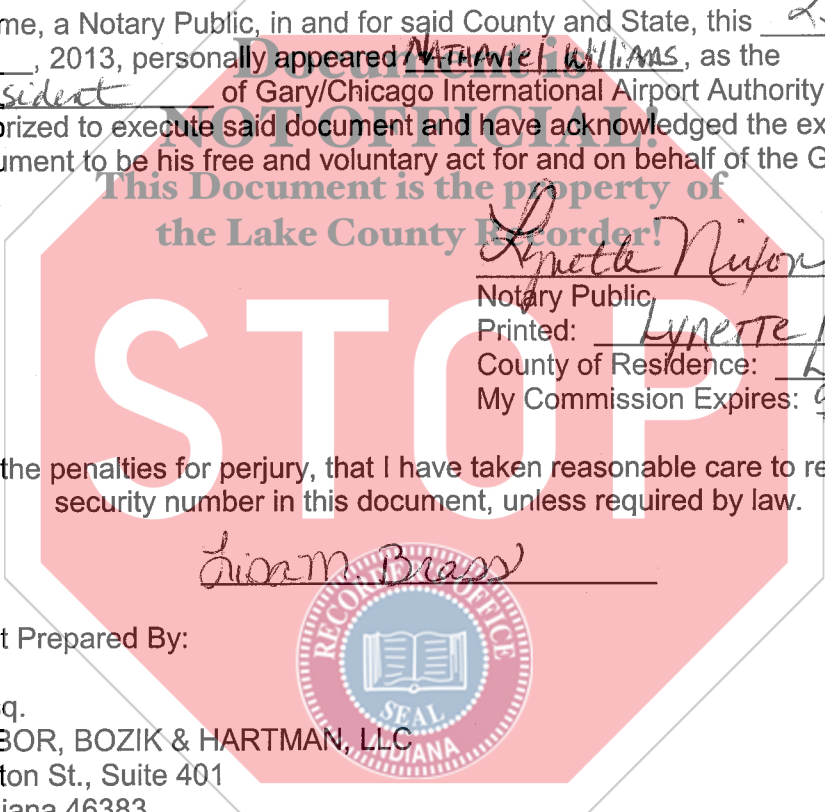
Terrel M. Wiggins
Notary Public
Printed: Terrel M. Wiggins
County of Residence: Norfolk
My Commission Expires: 1-31-2014

STATE OF INDIANA)

COUNTY OF LAKE)

SS:

Before me, a Notary Public, in and for said County and State, this 23rd day of May, 2013, personally appeared Nathaniel Williams, as the President of Gary/Chicago International Airport Authority who has stated that he is authorized to execute said document and have acknowledged the execution of the foregoing instrument to be his free and voluntary act for and on behalf of the Grantee.



Lynette Nixon
Notary Public
Printed: Lynette Nixon
County of Residence: LAKE
My Commission Expires: 9-26-2015

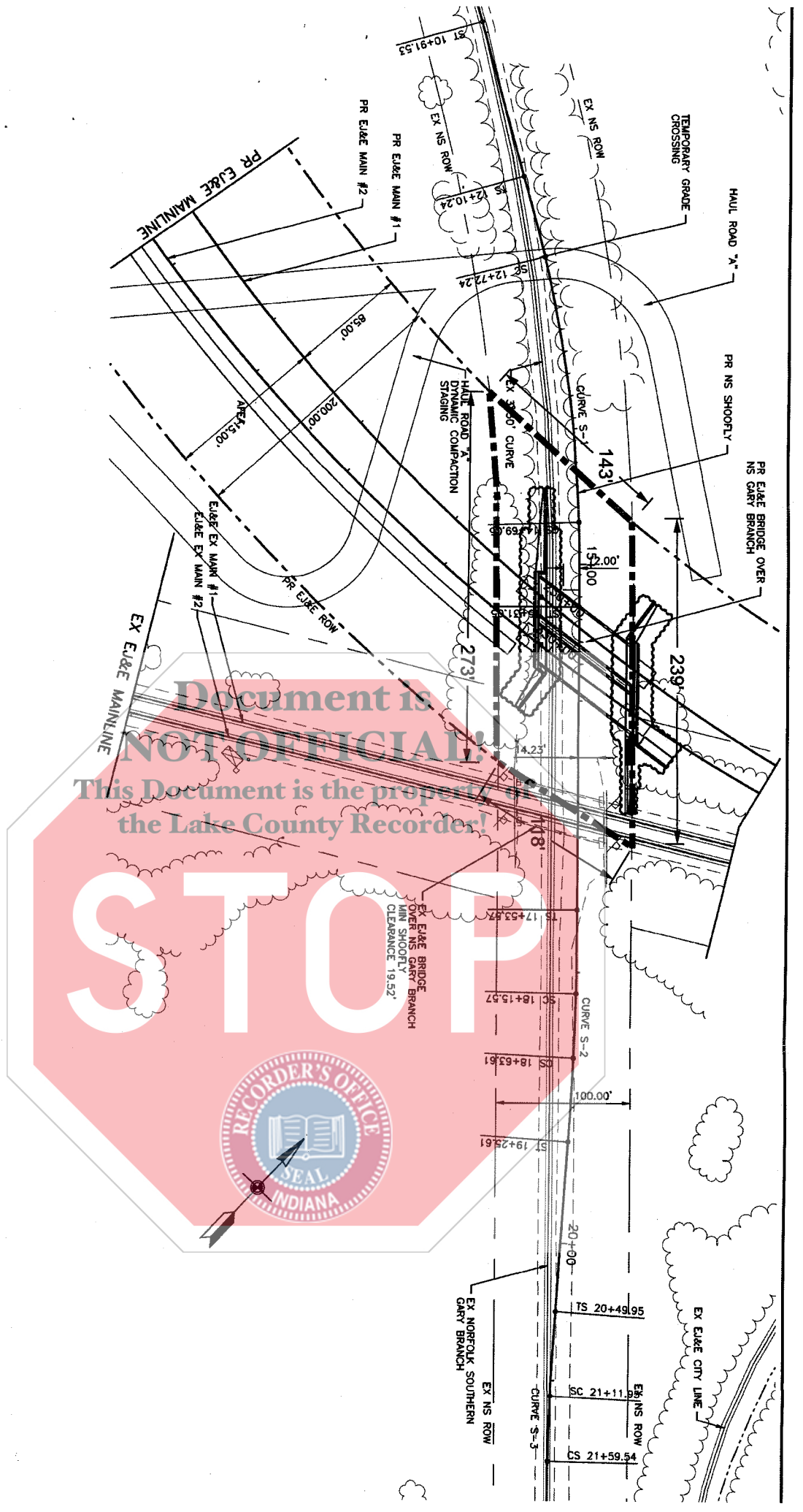
I affirm under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Lionel M. Brass

This Instrument Prepared By:

Patrick Lyp, Esq.
BLACHLY, TABOR, BOZIK & HARTMAN, LLC
56 S. Washington St., Suite 401
Valparaiso, Indiana 46383
Telephone: (219) 464-1041





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

STOP



EXHIBIT "A"
 PERMANENT EASEMENT
 FOR OVERHEAD BRIDGE
 NS MILEPOST TC 246.3
 E&E MILEPOST 45.1