

Parcel Number to be assigned

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

7

MAIL TAX BILLS AND DEED NO. **2014 028700**
SHIRLEY HEINZ LAND TRUST
444 Barker Road
Michigan City, Indiana 46360

2014 MAY 20 AM 9:55

MICHAEL B. BROWN
RECORDER

I HEREBY CERTIFY THIS TO BE A TRUE
AND EXACT COPY OF THE ORIGINAL.

UP

QUIT CLAIM DEED

Case No: 73340

THIS INDENTURE WITNESSETH this 28th day of February, 2014, that INDIANA HARBOR BELT RAILROAD COMPANY, a Corporation of the State of Indiana, whose mailing address is 2721 161st Street, Hammond, Indiana 46323, hereinafter referred to as the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt of which sum is hereby acknowledged, Grantor hereby releases and quitclaims to SHIRLEY HEINZ LAND TRUST, a 501(c) (3) non-profit organization, with a principle office located at 444 Barker Road, Michigan City, Indiana 46360, 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.

EXCEPTING AND RESERVING, thereout and therefrom and unto the said Grantor, permanent, perpetual, exclusive, assignable and unrestricted easements and rights for any and all existing sewer, gas and water lines, poles, pipes, wires, cables, power, signal and communication lines, fiber optic lines, telecommunication lines and all their appurtenances, hereinafter referred to as "facilities," located in, on, under, over, above, beneath the surface, across or through the Premises; and together with the right to use, maintain, repair, replace, renew, rehabilitate and remove said facilities and their appurtenances; and further together with the right of unimpeded ingress and egress in, on, over, across and through the Premises for the aforesaid purposes.

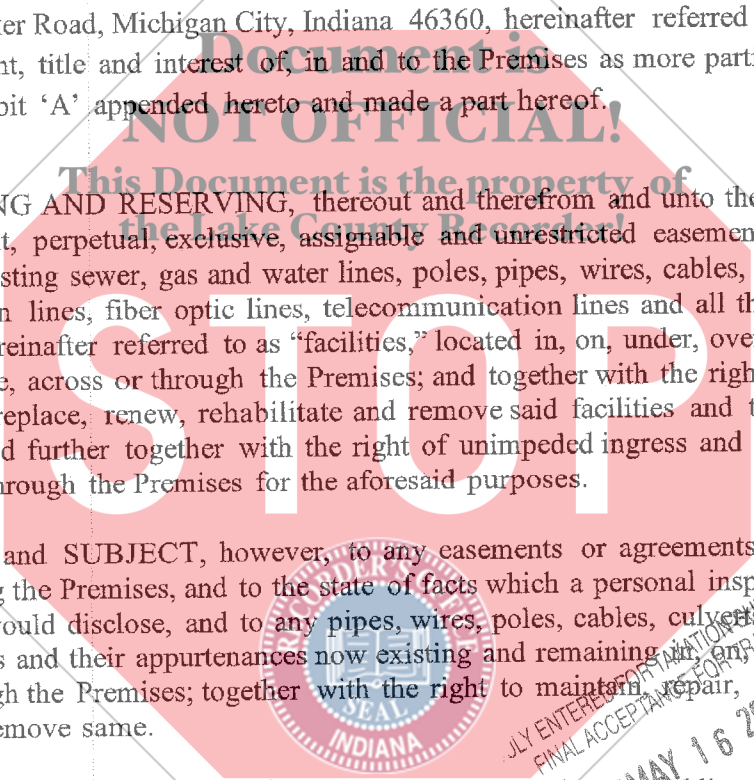
UNDER and SUBJECT, however, to any easements or agreements of record or otherwise affecting the Premises, and to the state of facts which a personal inspection or accurate survey would disclose, and to any pipes, wires, poles, cables, culverts, drainage courses or systems and their appurtenances now 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 any roads, alleys, bridges or streets crossing the Premises, (2) any streams, rivers, creeks and water ways passing under, across or through the Premises, and (3) 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,

HOLD FOR MERIDIAN TITLE CORP

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JULY ENTERED FOR INFORMATION
FINAL ACCEPTANCE FOR TRANSFER
MAY 16 2014
REGISTRY DIVISION KATONA
LAKE COUNTY, INDIANA

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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 diligence 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 regulator 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 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). 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.

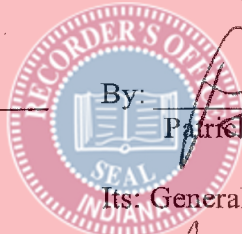
(5.) THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees," respectively, whenever the sense of this instrument so requires and whether singular or plural, such words shall be deemed to include at all times and in all cases the heirs, legal representatives or successors and assigns of the Grantor and Grantee.

IN WITNESS WHEREOF, the said Grantor has caused this Indenture to be executed by Mr. Terry Evans, its President, and attested by John Enright, its Secretary, this 28th day of February, A.D. 2014.

Signed, sealed and delivered in the presence of:

INDIANA HARBOR BELT RAILROAD COMPANY

Bonnie Bickel



By: Patrick J. Daly

Its: General Manager

ATTEST:

Deborah A. Beynon

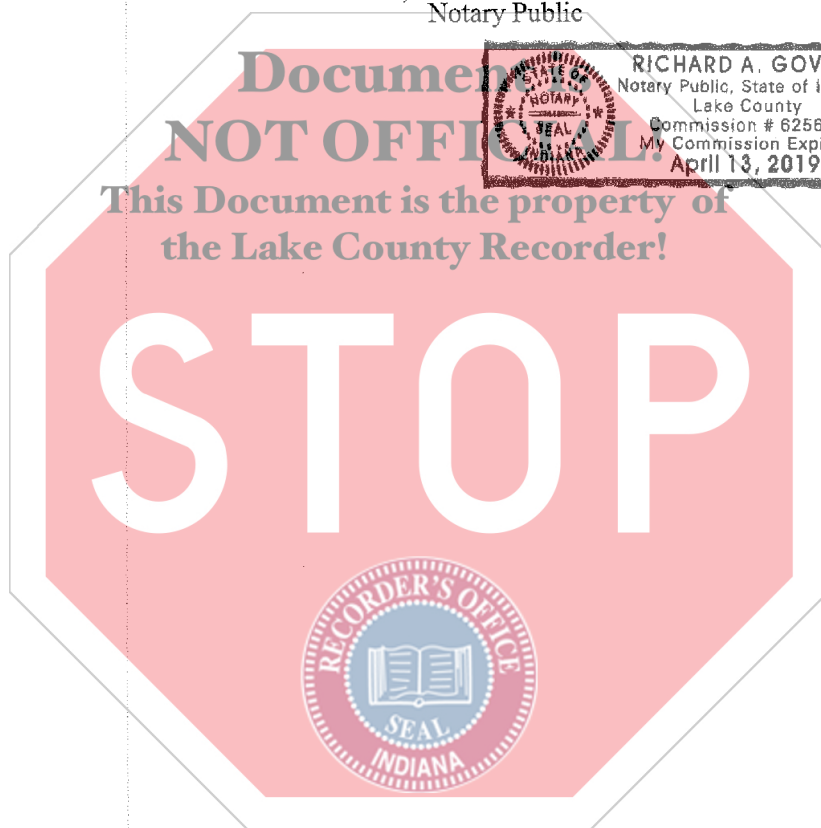
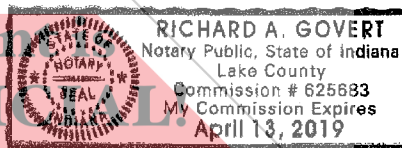
Secretary JOHN ENRIGHT

Indiana
STATE OF ILLINOIS)
) SS:
COUNTY OF ~~COOK~~)
Lake

BEFORE ME, the undersigned, a Notary Public in and for said Commonwealth and County, personally appeared **Patrick J. Daly**, General Manager of **INDIANA HARBOR BELT RAILROAD COMPANY**, and acknowledged the execution of the foregoing Instrument to be the voluntary act and deed of said **INDIANA HARBOR BELT RAILROAD COMPANY**, and his voluntary act and deed as such officer.

WITNESS my hand and notarial seal, this 28th day of February, A. D. 2014.


Richard A. Govert
Notary Public



COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF PHILADELPHIA)

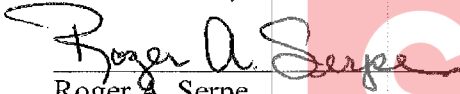
BEFORE ME, the undersigned, a Notary Public in and for said Commonwealth and County, personally appeared **JOHN K. ENRIGHT**, Secretary of **INDIANA HARBOR BELT RAILROAD COMPANY**, and acknowledged the execution of the foregoing Instrument to be the voluntary act and deed of said **INDIANA HARBOR BELT RAILROAD COMPANY**, and his voluntary act and deed as such officer.

WITNESS my hand and notarial seal, this 28th day of FEBRUARY, A. D. 2014.


Notary Public
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
RACHAEL GRAY SHIPKIN, Notary Public
City of Philadelphia, Phila. County
My Commission Expires October 6, 2014

THIS INSTRUMENT PREPARED BY: Roger A. Serpe, General Counsel

"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."


Roger A. Serpe

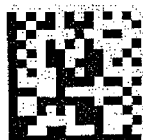
Roger A. Serpe
General Counsel
Indiana Harbor Belt Railroad Company
Law Department
55 West Monroe Street
Suite 1600
Chicago, IL 60603-5001
(312) 827-2680
E-Mail: roger.serpe@ihbrr.com



EXHIBIT A

That part of the Southeast Quarter of Section 2, Township 36 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana being that part of lands conveyed to Consolidated Rail Corporation as "Seventh Parcel" in Trustee's Deed recorded January 26, 1983 as Document Number 694906, also that part of lands conveyed to the New York Central Railroad Company as "First Parcel" in Quit Claim Deed recorded November 8, 1927 in Book 409 page 280 and as "First Parcel" in Quit Claim Deed recorded November 8, 1927 in Book 409 page 282 of the Lake County Recorder, more particularly described as follows:

Commencing at the point of intersection of the Westerly line of the North Half of the Southeast Quarter of said Section 2 and the Northerly line of the parcel of land containing 0.013 of an acre, more or less, conveyed with other parcels of land by William W. Crapo (Crapo), Executor, to the Guaranty Trust Company of New York by deed dated May 29, 1907 and recorded in the Recorder's Office of Lake County, Indiana, July 19, 1907 in Book No. 128 at page 50; thence North 00°41'19" West along said Westerly line, a distance of 526.01 feet to a line lying 510 feet South of the centerline of Fifth Avenue as laid out by the City of Gary; thence North 89°07'21" East along said line, a distance of 100.00 feet to the point of beginning; thence continuing North 89°07'21" East along said line, a distance of 1195.38 feet to the Easterly line of lands deeded to Consolidated Rail Corporation in Trustee's Deed recorded January 26, 1983 as Document Number 694906, being the Westerly right of way line of Fairbanks Street; thence South 00°40'33" East along said Westerly right of way line, a distance of 554.24 feet to the South line of the North Half of the Southeast Quarter of said Section 2; thence South 89°38'15" West, a distance of 944.55 feet to a non-tangent curve concave to the Northeast, having a radius of 587.27 feet, a chord bearing North 45°51'59" West, a distance of 353.47 feet; thence Northwesterly along said curve, a distance of 359.04 feet to a line 100.00 feet Easterly from and parallel with the Westerly line of the North Half of the Southeast Quarter of said Section 2; thence North 00°41'19" West along said parallel line, a distance of 295.76 feet to the point of beginning, containing 14.496 acres, more or less.



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