

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 MAY 21 AM 9:14

MICHAEL B. BROWN
RECORDER

This instrument prepared by and
After recording, return to:
Belinda Senneway
Shell Oil Company
910 Louisiana, OSP 44002C
Houston, TX 77002

2014 028962

Send Tax Statement to:
Thruport Intermodal, LLC
6939 Kennedy Avenue
Hammond, IN 46323

Tax Parcel No.: 45-07-03-100-002.000-023; 47-07-03-100-003.000-023; 45-07-04-226-004.000-023; 45-07-04-226-002.000-23

**SPECIAL WARRANTY DEED
WITH RESTRICTIVE COVENANTS**

STATE OF INDIANA

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LAKE

§

Document is
NOT OFFICIAL!

That SHELL OIL COMPANY, a Delaware corporation, whose street address is One Shell Plaza, 910 Louisiana, Houston, Texas 77002 (herein called "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration paid by THRUPORT INTERMODAL, LLC, an Indiana limited liability company, whose street address is 6939 Kennedy Avenue, Hammond, Indiana 46323 (herein called "Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, have GRANTED, BARGAINED, SOLD and CONVEYED and by these presents do GRANT, BARGAIN, SELL and CONVEY unto Grantee the tract of land ("Land") commonly known as 2900 Michigan Street, situated in the City of Hammond, County of Lake, State of Indiana and described on Exhibit A attached hereto, together with any and all improvements owned by Grantor that are situated thereon and attached thereto and to the extent transferrable by Grantor, all appurtenances, rights, privileges, easements, licenses, and other real property entitlements benefiting or pertaining to the land (herein collectively called the "Premises").

DULY ENTERED FOR TAXATION SUBJECT
FINAL ACCEPTANCE FOR TRANSFER

TO HAVE AND TO HOLD the same unto Grantee and Grantee's heirs, administrators, executors, successors and assigns forever; but

MAY 20 2014

SUBJECT to the following:

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

This Special Warranty Deed With Restrictive Covenants (this "Deed") is executed by Grantor and accepted by Grantee subject to the validly existing and enforceable rights, interests and estates, if any do in fact exist, and only to the extent that the same do in fact exist, of third parties in connection with all liens, claims, restrictions, covenants, easements, mineral interests, leases and other matters that affect all or any portion of the Premises (herein collectively called the

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“Encumbrances”). The Encumbrances include, without limitation, the items set forth on Exhibit B attached hereto, to the extent that the same are currently valid and enforceable against the Premises, and the following:

- (1) local and/or municipal zoning regulations, ordinances, building restrictions and regulations;
- (2) all assessments, costs and charges for any and all municipal improvements affecting or benefiting the Premises;
- (3) covenants, restrictions, easements, agreements, encumbrances, mineral reservations and other matters of record, affecting or benefiting the Premises;
- (4) the Environmental Restrictive Covenant to be executed between Grantee and the Indiana Department of Environmental Management;
- (5) encroachments, protrusions, easements, changes in street lines, rights-of-way and other matters that would be revealed by a current, on-the-ground survey or inspection of the Premises; and
- (6) the lien for real property taxes and any liens for special assessments which as of the date hereof are not yet due and payable.

EXCEPT FOR THE LIMITED WARRANTY OF TITLE SET FORTH IN THIS DEED, GRANTEE UNDERSTANDS AND AGREES THAT THE PREMISES (INCLUDING ANY LAND, BUILDINGS, FIXTURES, AND IMPROVEMENTS) ARE BEING SOLD AND CONVEYED “AS IS,” “WHERE IS,” “WITH ALL FAULTS” THAT MAY EXIST AS OF THE DATE HEREOF, AND WITH ANY AND ALL LATENT AND PATENT DEFECTS, WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY BY GRANTOR OR ITS AFFILIATES; AND GRANTEE IS HEREBY WAIVING ANY IMPLIED COVENANTS. GRANTOR (ON BEHALF OF ITSELF AND ITS AFFILIATES) SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF HABITABILITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE AND ANY OTHER WARRANTIES WHICH MIGHT OTHERWISE BE IMPLIED. NEITHER GRANTOR NOR ITS AFFILIATES HAS MADE, AND GRANTOR DOES NOT HEREBY MAKE, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES, ITS CONDITION, ITS COMPLIANCE WITH ENVIRONMENTAL LAWS OR OTHER LAWS, INCOME TO BE DERIVED THEREFROM OR EXPENSES TO BE INCURRED WITH RESPECT THERETO, THE OBLIGATIONS, RESPONSIBILITIES OR LIABILITIES OF THE OWNER THEREOF AS TO PROPERTY OWNED BY GRANTOR OR ITS AFFILIATES, OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PREMISES. GRANTOR (ON BEHALF OF ITSELF AND ITS AFFILIATES) HEREBY DISCLAIMS AND RENOUNCES ANY OTHER REPRESENTATION OR WARRANTY. FOR AVOIDANCE OF ALL DOUBT,

GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES.

Grantee acknowledges that the development, use and conveyance of the Premises is hereby restricted, now and forever, as follows and that Grantee accepts title to the Premises subject to the following restrictions ("Restrictive Covenants"):

- The Premises shall be used for commercial uses only and in compliance with the Environmental Restrictive Covenant to be executed between Grantee and the Indiana Department of Environmental Management.
- The Premises shall not be used directly or indirectly at any time after the date hereof, for the operation of any school for minor children, childcare center, day care center or similar operation, or for any type of park or playground, or for either permanent or temporary residential purposes (including multi-family residential uses, orphanage, nursing or assisted living facility).
- No water wells, irrigation wells, or other underground tank, pump or related equipment for the storage or use of potable water will be installed on the Premises.
- The Premises shall not be used for agricultural or irrigation purposes.
- Grantee further covenants that it shall not at any time seek to change the current zoning of the Premises to allow the operation of any school for minor children, childcare center, day care center or similar operation, or for any type of park or playground, or for either permanent or temporary residential purposes on the Premises.

Grantee covenants and agrees to place, in addition to the above Restrictive Covenants, the following additional restriction shall apply to a portion of the Premises ("*Affected Property*"), which property is more particularly described on Exhibit A-1 to this Deed:

- Grantee will not build, place, or install any equipment or improvements on the Affected Property, except Grantee shall be permitted to construct and install railroad track on such Affected Property and excavate the surface of the Affected Property to a maximum depth of four (4) feet for such railroad track construction.

Grantee and any successor or assign of Grantee shall comply with (and will require any tenants or agents to comply with) all local, state, and federal regulations for the reporting, installation, and maintenance of underground storage tanks on the Premises in the event any underground storage tanks are installed on the Premises.

All of the above Restrictive Covenants shall run with the land. Grantee agrees that the Restrictive Covenants are reasonable, that valid consideration has been received therefore and that the Restrictive Covenants are the result of arm's-length negotiations. Grantee further acknowledges that the remedy at law for the breach of the Restrictive Covenants will be

inadequate and that, in addition to any other remedy that Grantor may have, Grantor will be entitled to injunctive relief to restrain any such breach or threatened breach, without any bond or other security being required. Such right to injunctive relief shall be cumulative and in addition to any other remedies that Grantor may have at law or in equity. If any court construes any provision of these Restrictive Covenants to be unenforceable because of its duration or scope, the court shall have the power to reduce the duration and scope to the extent necessary so that the provision is enforceable, and such provision, as reduced, shall then be enforceable.

All purchasers, lessees, and possessors of all or any portion of the Premises shall be deemed by their purchase, leasing, or possession of the Premises to have agreed to the foregoing. Grantee's acceptance of this Deed evidences Grantee's acceptance of and agreement to the matters set forth in this Deed (including, without limitation, the Mineral and Groundwater Reservation, the Restrictive Covenants, and the other Encumbrances); and Grantee acknowledges that Grantee has received adequate and sufficient consideration for Grantee's acceptance of and agreement to all such matters. Any failure to enforce or waiver of any breach of the terms, conditions, covenants or restrictions of this Deed shall not constitute a waiver of such terms, conditions, covenants or restrictions, or of any subsequent breach thereof or any remedy that may be exercised for breach thereof. The exercise of any remedy for any breach of the terms, conditions, covenants or restrictions of this Deed shall not preclude the exercise of any other remedy for any breach of such terms, conditions, covenants or restrictions.

Grantee acknowledges and agrees that Grantee is bound by the terms, conditions, indemnities, waivers and releases contained in Sections 14 and 15 of that certain Purchase and Sale Agreement ("Agreement") dated November 11, 2013, as amended by the First Amendment to Purchase and Sale Agreement dated January 9, 2014, by the Second Amendment to Purchase and Sale Agreement dated March 4, 2014, and by the Third Amendment to Purchase and Sale Agreement dated April 21, 2014, by and between Grantor and Grantee and that such terms, conditions, indemnities, waivers and releases survive the conveyance of the Premises and shall not merge with the provisions of any documents executed in connection with the conveyance of the Premises.

SUBJECT to the foregoing, Grantor covenants with Grantee that Grantor shall warrant and defend title to the Premises against the lawful claims of all persons claiming to hold title by, through, or under Grantor, but not otherwise.

We affirm under the penalties of perjury, that we have taken reasonable care to redact each Social Security number, if applicable, unless required by law.

EXECUTED as of the 8th day of May, 2014.

GRANTOR:

SHELL OIL COMPANY,
a Delaware corporation

By: J.M. Elk
Name: JONATHAN ELTON
Title: GENERAL MANAGER

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on May 8, 2014, by Jonathan Elton, Gen. Mgr. of Shell Oil Company, a Delaware corporation, on behalf of said corporation.

Dianne E. Hart
NOTARY PUBLIC

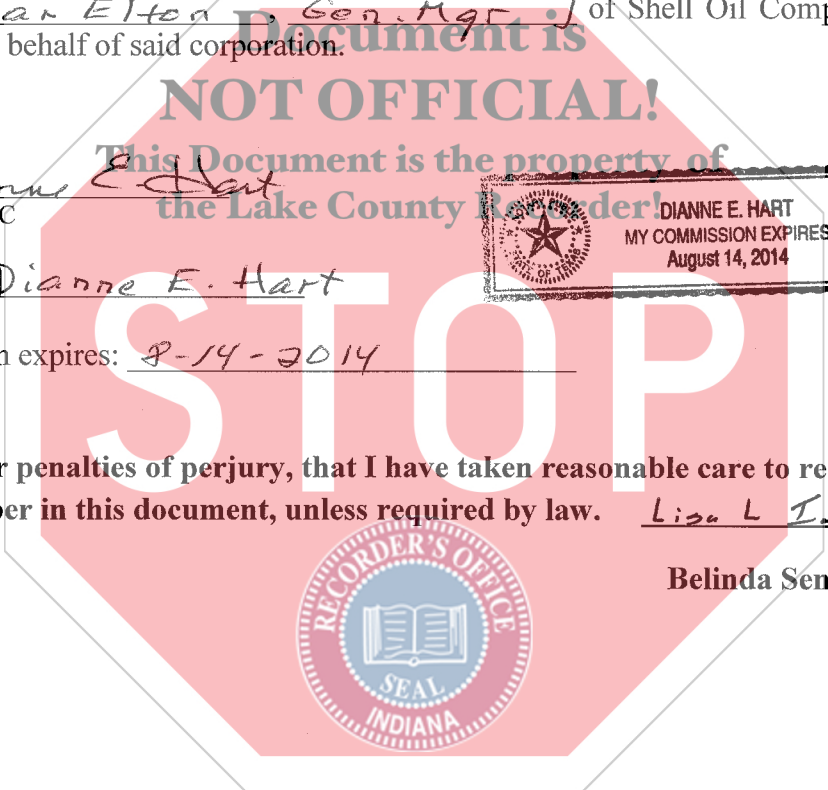
Printed Name: Dianne E. Hart

My commission expires: 8-14-2014



I affirm, under penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Lisa L Ingram


Belinda Senneway



AGREED AND ACCEPTED:

GRANTEE:

THRUPORT INTERMODAL, LLC
An Indiana limited liability company

By: 
Name: J. Justin Murphy
Title: CEO

STATE OF INDIANA §
 §
COUNTY OF LAKE §

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared J. Justin Murphy CEO of Thruport Intermodal, LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing Special Warranty Deed with Restrictive Covenants this 8 day of May, 2014, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and official seal.


NOTARY PUBLIC

Printed Name: CHERYL HIPPI

County of Residence: Porter

My commission expires: 11-16-18



Exhibit A to Deed

Legal Description of Premises

The easterly 45 acres of all that part of the Northeast quarter of Section 4, Township 36 North, Range 9 West of the 2nd Principal Meridian lying East of the East line of Kennedy Avenue and North and East of the Northerly line of land heretofore conveyed by Franklin Newhall to Sidney C. Murray by deed dated October 10, 1913 and recorded in Book 195, page 346 in office of Recorder of Lake County, Indiana (Indiana Harbor Belt Railroad right of way), and southerly and southeasterly of a line extending from a point on the East line of said Northeast quarter which is 585 feet southerly at right angles from the North line of said Northeast quarter, westerly parallel with and 585 feet distant Southerly at right angles from the North line of said Northeast quarter, to a point in the Southeasterly line of land conveyed by Shell Oil Company to Chicago, South Shore and South Bend Railroad by deed dated March 25, 1954 and recorded in the Recorder's Office of Lake County, Indiana, thence southwesterly along said Southeasterly line of land of Chicago, South Shore and South Bend Railroad to a point on the East line of Kennedy Avenue which is 765.9 feet South of the North line of said Northeast quarter, and also lying West of Grantor's Westerly fence line located approximately on the East line of said Northeast quarter;

and also a small triangular strip of land lying Westerly of Grantor's said Westerly fence line extending approximately 550 feet North and South and approximately 40 feet on its Southerly side out of the Southwest corner of the following described land; That part of the South half of the Northwest quarter of Section 3, Township 36 North, Range 9 West lying Northeasterly of the Northerly line of the fourth parcel of land conveyed in deed to Edward T. Glennon dated October 6, 1913 and recorded in Book 197, page 45 in said Deed Records.

EXCEPT therefrom that part conveyed to the State of Indiana by a deed recorded January 28, 2002 as Document No. 2002-009687 in the Office of the Recorder of Lake County, Indiana, to wit:

A part of the Northwest Quarter of Section 3 and a part of the Northeast Quarter of Section 4, all in Township 36 North, Range 9 West, Lake County, Indiana, described as follows:

Commencing at the Northwest corner of the Northwest Quarter of said Section 3; thence South 0 degrees 16 minutes 03 seconds West 21.877 meters (71.77 feet) along the West line of said section to a point, which point is on the Southwestern boundary of U.S.R. 20 (Michigan Street) and the point of beginning of this description; thence along said boundary Southeasterly 67.679 meters (222.04 feet) along an arc to the right and having a radius of 303.572 meters (995.97 feet) and subtended by a long chord having a bearing of South 69 degrees 18 minutes 09 seconds East and a length of 67.539 meters (221.58 feet); thence South 62 degrees 54 minutes 56 seconds East 21.853 meters (71.70 feet) along the boundary of said U.S.R. 20 (Michigan Street) to a point; thence North 75 degrees 19 minutes 26 seconds West 22.376 meters (73.41 feet) to a point; thence Northwesterly 81.219 meters (266.47 feet) along an arc to the left and having a radius of 298.764 meters (980.20 feet) and subtended by a long chord having a bearing of North 70 degrees 42 minutes 13 seconds West and a length of 80.969 meters (265.65 feet) to a point, which point is on the West line of the Grantor's land; thence North 0 degrees 16 minutes 03

seconds East 4.901 meters (16.08 feet) along said West line to a point; which point is on the boundary of said U.S.R. 20 (Michigan Street); thence along said boundary Southeasterly 15.802 meters (51.84 feet) along an arc to the right and having a radius of 303.572 meters (995.97 feet) and subtended by a long chord having a bearing of South 77 degrees 10 minutes 50 seconds East and a length of 15.801 meters (51.84 feet) to the point of beginning and containing 0.0076 hectares (0.019 acres), more or less, in said Section 3 and containing 0.0372 hectares (0.092 acres), more or less, in said Section 4, and containing 0.0448 hectares (0.111 acres), more or less.



Exhibit A-1 to Deed

Legal Description of Affected Property

A part of the Northwest Quarter of Section 3, Township 36 North, Range 9 West, of the Second Principal Meridian, Lake County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Section 3; thence S 0°31'14" W (this and all subsequent bearings based on the Indiana State Plane Coordination System of 1983, West Zone), 1402.04 feet along the west line of said Section 3; thence South 89°28'46" East, 297.38 feet to the POINT OF BEGINNING of this description; thence North 54°56'44" East, 277.60 feet; thence South 6°56'06" East, 318.28 feet; thence South 52°09'53" West, 108.75 feet; thence North 46°00'29" West, 161.52 feet; thence North 29°47'41" West, 127.95 feet to the point of beginning, containing 1.318 acres, more or less.



Exhibit B to Deed

Permitted Encumbrances

1. Taxes for the year 2014 due and payable are now a lien, but not currently due or payable.
2. Easement for a pipe line granted to Wolverine Pipe Line Company by instrument dated December 16, 1969 and recorded January 26, 1970 as Document No. 46774. Assigned by Equilon Enterprise LLC d/b/a Shell Products US to Buckeye Terminals LLC by assignment dated September 4, 2004 and recorded April 15, 2005 as Document No. 2005-029705.
3. Easement for a pipe line granted to Wolverine Pipe Line Company by instrument dated January 15, 1971 and recorded February 25, 1971 as Document No. 90812. Assigned by Equilon Enterprises LLC d/b/a Shell Products US to Buckeye Terminals LLC by assignment dated September 30, 2004 and recorded April 15, 2005 as Document No. 2005-029705.
4. Easement for a pipeline granted to Explorer Pipeline Company by instrument dated January 31, 1974 and recorded May 30, 1974 as Document No. 252696. Assigned by Equilon Enterprises LLC d/b/a Shell Products US to Buckeye Terminals LLC by assignment dated September 30, 2004 and recorded April 15, 2005 as Document No. 2005-029705.
5. Easement for a pipe line granted to Wolverine Pipe Line Company by instrument dated October 4, 1974 and recorded October 15, 1974 as Document No. 272632. Assigned by Equilon Enterprises LLC d/b/a Shell Products US to Buckeye Terminals LLC by assignment dated September 30, 2004 and recorded April 15, 2005 as Document No. 2005-029705.
6. Easement for a pipe line granted to Wolverine Pipe Line Company by instrument dated September 12, 1974 and recorded October 15, 1974 as Document No. 272633. Assigned by Equilon Enterprises LLC d/b/a Shell Products US to Buckeye Terminals LLC by assignment dated September 30, 2004 and recorded April 15, 2005 as Document No. 2005-029705.
7. Easement for a pipe line granted to Wolverine Pipe Line Company by instrument dated June 30, 1975 and recorded July 14, 1975 as Document No. 307234. Assigned by Equilon Enterprises LLC d/b/a Shell Products US to Buckeye Terminals LLC by assignment dated September 30, 2004 and recorded April 15, 2005 as Document No. 2005-029705.
8. Easement for a pipe line granted to Wolverine Pipe Line Company by instrument dated January 14, 1977 and recorded March 17, 1977 as Document No. 397724. Assigned by Equilon Enterprises LLC d/b/a Shell Products US to Buckeye Terminals LLC by assignment dated September 30, 2004 and recorded April 15, 2005 as Document No. 2005-029705.
9. Easement for a deep well rectifying unit granted to Explorer Pipeline Company by instrument dated May 24, 1977 and recorded July 7, 1977 as Document No. 416071.
10. Easement for pipeline appurtenances granted to Wolverine Pipe Line Company by instrument dated November 16, 1977 and recorded February 23, 1978 as Document No. 455037. Assigned by Equilon Enterprises LLC d/b/a Shell Products US to Buckeye

Terminals LLC by assignment dated September 30, 2004 and recorded April 15, 2005 as Document No. 2005-029705.

11. Easement for a pipeline granted to Buckeye Terminals, LLC by instrument dated December 13, 2010 and recorded January 31, 2011 as Document No. 2011-006074.



0-5-11