

45-03-26-501-008.000-004

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 067947

2014 OCT 24 PM 4:26

MICHAEL S. DEWITT
RECORDER
1302712 Cm

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DEED OF EASEMENT

THIS EASEMENT DEED, made as of 15th day of Oct., 2014, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202 ("CSX"), LAKE COUNTY, INDIANA (the "County") and CITY OF GARY, INDIANA, a municipal corporation (the "City") (together, City and County are hereinafter the "Grantee") (together, Grantor and Grantee are the "Parties"); WITNESSETH:

(Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations.)

THAT, for and in consideration of payment of the sum of ONE AND NO/100 DOLLARS (\$1.00), which is the full monetary consideration for this conveyance, and other valuable consideration, the receipt whereof is hereby acknowledged, Grantor does hereby GRANT and CONVEY unto Grantee, Grantee's successors and assigns, WITHOUT WARRANTY and only to the extent that Grantor's title permits, and FURTHER SUBJECT TO the terms, conditions, exceptions and reservations herein made, a non-exclusive air rights bridge easement over Grantor's property at Gary, County of Lake, State of Indiana, hereinafter designated "the Easement", which Easement is more particularly described in Exhibit A, attached hereto and incorporated herein, for the purpose of an airport road grade separation.

EXCEPTING and RESERVING unto Grantor, their successors and assigns, the right to continue to occupy, possess and use the land upon which the Easement is imposed for any and all railroad purposes consistent with CSX's operations and needs, including but not limited to the placement, repair, relocation and removal of fiber optic cable, and the right to construct, reconstruct, relocate, operate, maintain, repair, renew, replace and remove CSX's tracks and other facilities as now exist or which may in the future be located in, upon, over, under or across the Easement.

TO HAVE AND TO HOLD the Easement and rights herein granted, solely for the purpose herein contained; SUBJECT, however, to any public or private utilities, cables, wires, pipes and other facilities located in, on, over, under or across the Easement, and all agreements, easements and rights granted or reserved therefor, whether the instruments granting or reserving the same be recorded or unrecorded; ALSO SUBJECT TO the following terms, conditions, exceptions and reservations:

1. Said bridge, highway or roadway shall be constructed, maintained, repaired, renewed, reconstructed and/or removed in accordance with the provisions of (a) that certain Highway Overpass Maintenance Agreement made by and between CSX and the Gary International Airport Authority dated February 27, 2013, and the Plans for the said improvements, which Agreement and Plans are on file in the respective offices of said parties; and the provisions of said Agreement shall survive delivery of this deed; and (b) that certain Highway Overpass Maintenance Agreement (the "HOMA") by and among CSX, Wisconsin Central Ltd., and Grantee.

NO SALES DISCLOSURE NEEDED

Approved Assessor's Office

By: _____



CHICAGO TITLE INSURANCE COMPANY

FILED

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PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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2. If and as required, Grantee, its successors and assigns, shall provide and maintain, at Grantee's sole expense, drainage facilities in accordance with CSX-approved plans and specifications for said bridge project, which plans and specifications are on file in the respective offices of the Grantor hereto, to prevent runoff and other surface waters collected on or caused by the Easement from flowing over CSX's tracks and Grantor's adjacent properties, pursuant to the terms of the HOMA.

3. Grantee, their respective successors and assigns, shall not at any time impair or interfere with the lateral or subjacent support of Grantor's properties, structures, tracks or improvements on or adjacent to the Easement, or otherwise damage the same in any way.

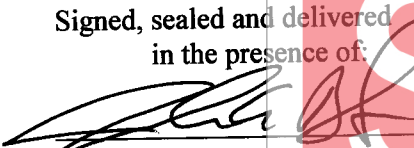
4. Excluded from this grant are any and all rights of way for access, ingress or egress, whether by way of necessity, implication or otherwise, across, under or over any adjoining properties of Grantor.

5. The bridge maintained by Grantee, in, on or over the Easement shall, at all times, provide for a minimum vertical clearance of twenty-three (23) feet (from top of existing rail) and minimum lateral clearance of eighteen (18) feet (from center line of CSX's existing tracks).

6. If, at any time, the Easement herein granted, or any part thereof, shall no longer be used or required by Grantee, their respective successors or assigns, for the purposes for which granted, the same shall terminate, and Grantee, their respective successors or assigns, shall execute such instrument as provided or as hereafter may be required by law to clear title to the aforesaid property.


IN WITNESS WHEREOF, the Parties, pursuant to due corporate authority, has caused their names to be signed hereto by its officers hereunto duly authorized and its corporate seal, duly attested, to be hereunto affixed.

Signed, sealed and delivered
in the presence of:



John A. Blanton

CSX TRANSPORTATION, INC.:

By: 

Print Name: Richard M. Hood
Print Title: President, CSX Real Property, Inc.,
signing on behalf of CSX
Transportation, Inc.



Greg Breedlove



 (SEAL)

Print Name: PAUL R. HITCHCOCK
CORPORATE SECRETARY


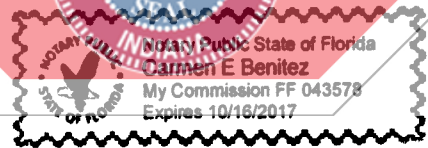
This instrument prepared by
or under the direction of:

Kim R. Bongiovanni
Senior Counsel
Law Department
500 Water Street
Jacksonville, Florida 32202

STATE OF FLORIDA)
) SS.
COUNTY OF DUVAL)

I, CARMEN E. BENITEZ, a Notary Public of the State of Florida and the County of Duval, do certify that, on the date below, before me in said County came Richard M. Hood (X) to me known, and/or () proven by satisfactory current evidence to be the person whose name is subscribed to the above instrument, who, being by me first duly sworn, did make oath, acknowledge and say that: he resides in Jacksonville, Duval County, Florida; he is President CSX Real Property, Inc., signing on behalf of CSX Transportation, Inc., the corporation described in and which executed said instrument; he is fully informed of the contents of the instrument; he knows the seal of said corporation; the seal affixed to said instrument is such seal; it was so affixed by authority of the Board of Directors of said corporation; he signed his name thereto for said corporation pursuant to Board authority; and instrument is the free act and deed of said corporation; and the conveyance herein is not part of a transaction, sale, lease, exchange or other transfer or conveyance of all or substantially all of the property and/or assets of the Grantor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 13th day of OCTOBER, 2014


(SEAL)
Notary Public
Print Name: CARMEN E. BENITEZ
My commission expires on:


[SIGNATURES CONTINUE ON NEXT PAGE]

GRANTEE:

LAKE COUNTY COMMISSIONERS

By: _____ By: _____
 Date: _____ Date: _____
 By: _____
 Date: _____

See attached

CITY OF GARY

BOARD OF PUBLIC WORKS AND SAFETY

By: Niquelle Allen By: [Signature]
 Date: 10/15/14 Date: 10/15/14
 By: Celita [Signature]
 Date: 10/15/14



This Deed of Easement having been reviewed, the action of the Board of Public Works and Safety for the City of Gary in entering into and executing same, is APPROVED.

Date: 10/16/14
 Mayor Karen Freeman-Wilson

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

This Instrument Prepared By:
 Lee I. Lane
 Genetos Retson & Yoon LLP
 1000 E. 80th Place, Suite 555N
 Merrillville, IN 46410

GRANTEE:

LAKE COUNTY COMMISSIONERS

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

By: [Signature]

By: _____

Date: November 15, 2014

Date: _____

By: [Signature]

APPROVED THIS 15th DAY OF November 2014

CITY OF GARY

BOARD OF PUBLIC WORKS AND SAFETY

By: _____

Document is NOT OFFICIAL!

Date: _____

This Document is the property of the Lake County Recorder!

By: _____

Date: _____

All attached

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Date: _____



MAYOR KAREN FREEMAN-WILSON

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This Instrument Prepared By:
Lee I. Lane
Genetos Retson & Yoon LLP
1000 E. 80th Place, Suite 555N
Merrillville, IN 46410

EXHIBIT A

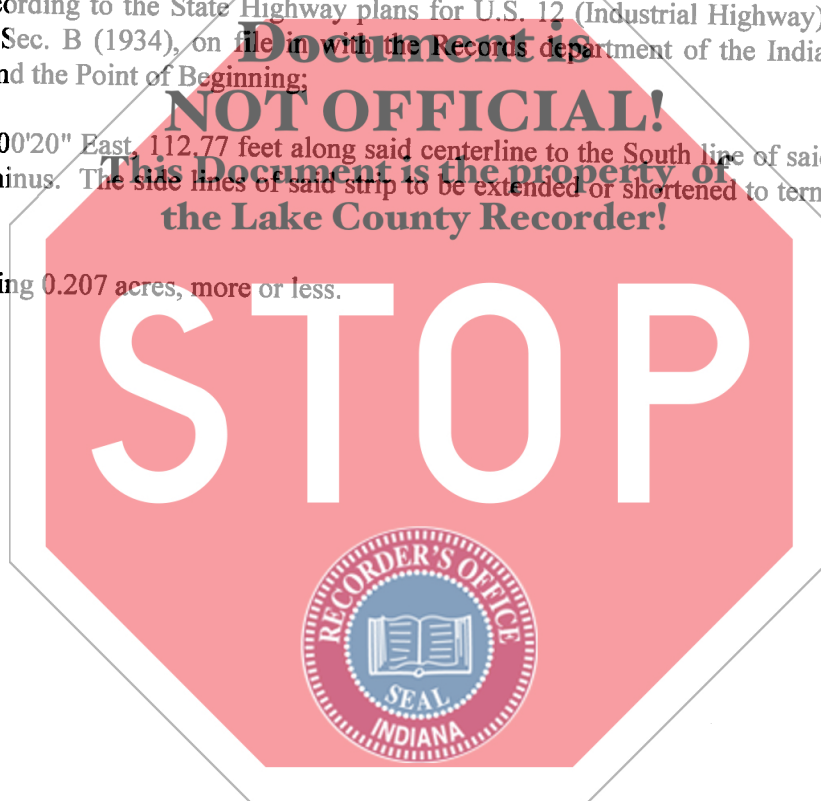
Description of Easement at: Gary, County of Lake, State of Indiana
To: The Gary Chicago International Airport Authority
CSXT Deed File No.: 2013-11283/JLB

Part of the Southeast Quarter of Section 26, Township 37 North, Range 9 West of the 2nd Principal Meridian, in the City of Gary, Lake County, Indiana, being a strip of land, 80 feet in width, lying 40 each side of the following described line:

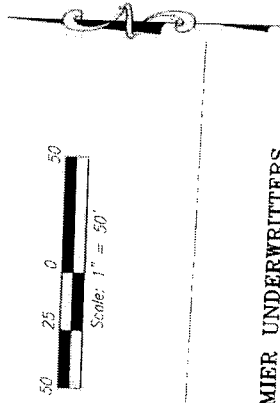
Commencing at the Northwest corner of the Southwest Quarter of said Section 26; thence South 00°23'17" East, 511.20 feet along the West line of said Southwest Quarter to the North line of the CSX Railroad right of way as described in deed to the Baltimore & Ohio Chicago Terminal Railroad Company, recorded March 1, 1929, in Deed Record 437, page 298, in the Office of the Recorder of Lake County, Indiana; thence South 88°40'22" East, 2,841.65 feet along said North line to the centerline of Airport Road according to the State Highway plans for U.S. 12 (Industrial Highway) in Gary, N.R.M. Project No. 637 Sec. B (1934), on file in with the Records department of the Indiana Department of Transportation, and the Point of Beginning;

thence South 47°00'20" East, 112.77 feet along said centerline to the South line of said right of way and the Point of Terminus. The side lines of said strip to be extended or shortened to terminate at said right of way lines.

Said strip containing 0.207 acres, more or less.



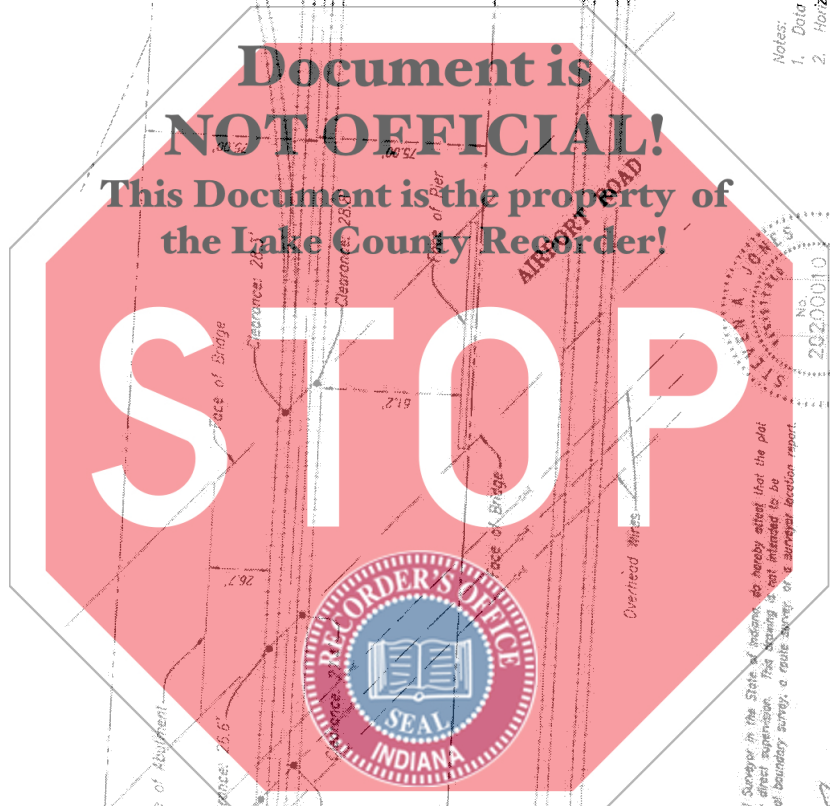
EXHIBIT



AMERICAN PREMIER UNDERWRITERS
(formerly South Chicago & Southern Railway Company)

CSX RAILROAD
(formerly Baltimore and Ohio Chicago Terminal Railroad)

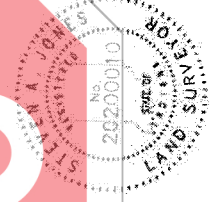
CN RAILROAD



Surveyor's Certificate
I, Steven A. Jones, being a Professional Surveyor in the State of Indiana, do hereby certify that the plat hereon drawn was performed under my direct supervision, that the same is a true and correct representation as a retracement or original boundary survey, a route survey, or a boundary location report.

Steven A. Jones
Steven A. Jones
Indiana Professional Surveyor No. LS20200010
3/28/16

- Notes:
1. Data was extracted from a laser scan performed in December 2012.
 2. Horizontal dimensions are from the nearest rail to the face of pier/abutment.
 3. Bridge clearance dimensions are from the top of rail to the low steel of the bridge.
 4. Wire clearance dimensions are from the top of rail to the lowest wire and were taken at a temperature of 40° F.



DLZ
DLZ INDUSTRIAL, LLC
10000 N. STATE ST. SUITE 1000
MARIETTA, INDIANA 47556-1000
PHONE (317) 784-4200 FAX (317) 784-4258

GARY/CHICAGO INTERNATIONAL AIRPORT
CSX RAILROAD CLEARANCE UNDER
THE AIRPORT ROAD BRIDGE
AS-BUILT SURVEY

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