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2019-077382

2019 Nov 12 11:53 AM

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MICHAEL B BROWN
RECORDER

DEED OF TEMPORARY EASEMENT

THIS TEMPORARY EASEMENT DEED, made this 22 day of July, 2019, between THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and CITY OF HAMMOND, INDIANA, a political subdivision of the State of Indiana, whose mailing address is 5925 Calumet Avenue, Hammond, Indiana, 46320 hereinafter called "Grantee", 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 and reservations, 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 FIVE HUNDRED AND NO/100 DOLLARS (\$500.00), 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 temporary access easement, on, over or across Grantor's property at Hammond, 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 use during the construction of improvements to Chicago Street for temporary right of way grading and drive construction. The term of this temporary access shall expire at the completion of the improvement project three (3) years from date hereof, whichever first occurs.

EXCEPTING and RESERVING unto Grantor, its 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 Grantor'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 Grantor'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

NON TAXABLE

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JOHN E. PETALAS
LAKE COUNTY AUDITOR

\$25.00
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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 that certain Agreement made between CSX Transportation, Inc. and City of Hammond dated October 10, 2019, 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.

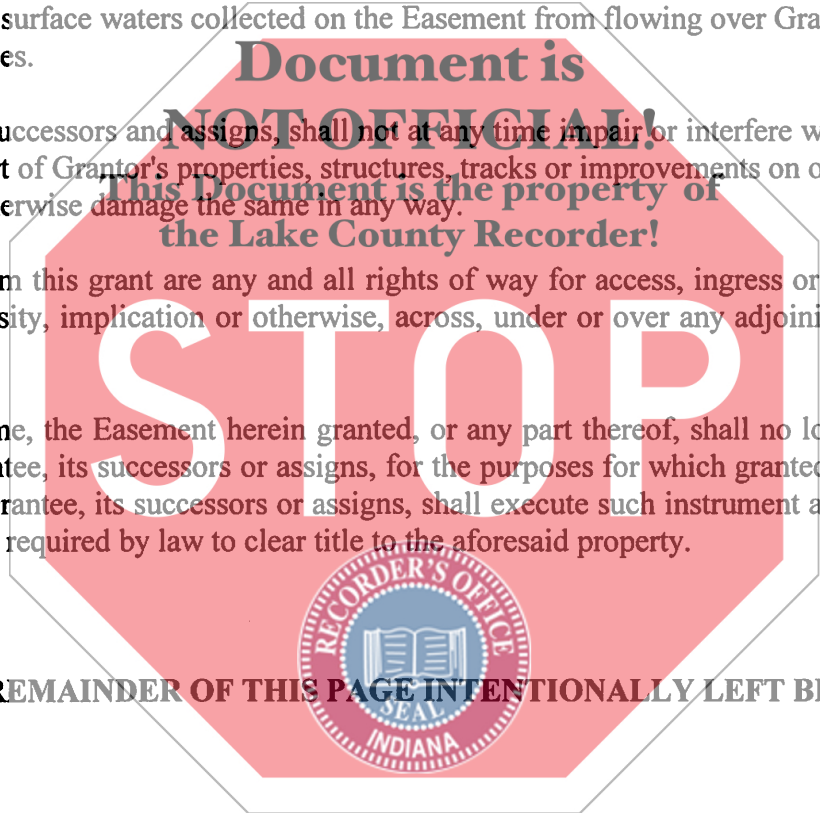
2. Grantee, its successors and assigns, shall provide and maintain, at Grantee's sole expense, drainage facilities in accordance with plans and specifications for said Road or Highway project, which plans and specifications are on file in the respective offices of the parties hereto, to prevent runoff and other surface waters collected on the Easement from flowing over Grantor's tracks and adjacent properties.

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

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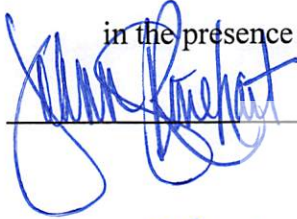


IN WITNESS WHEREOF, CSX TRANSPORTATION, INC., pursuant to due corporate authority, has caused its name to be signed hereto by its officers hereunto duly authorized and its corporate seal, duly attested, to be hereunto affixed.

Signed, sealed and delivered

THE BALTIMORE AND OHIO CHICAGO
TERMINAL RAILROAD CO.

in the presence of:



By:



Print Name: Mark Austin
Print Title: Vice President

**Document is
NOT OFFICIAL!**

**This Document is the property of
the Lake County Recorder!**



Attest: Steven Armbrust
Assistant Corporate Secretary

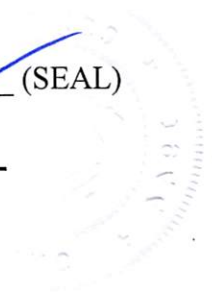
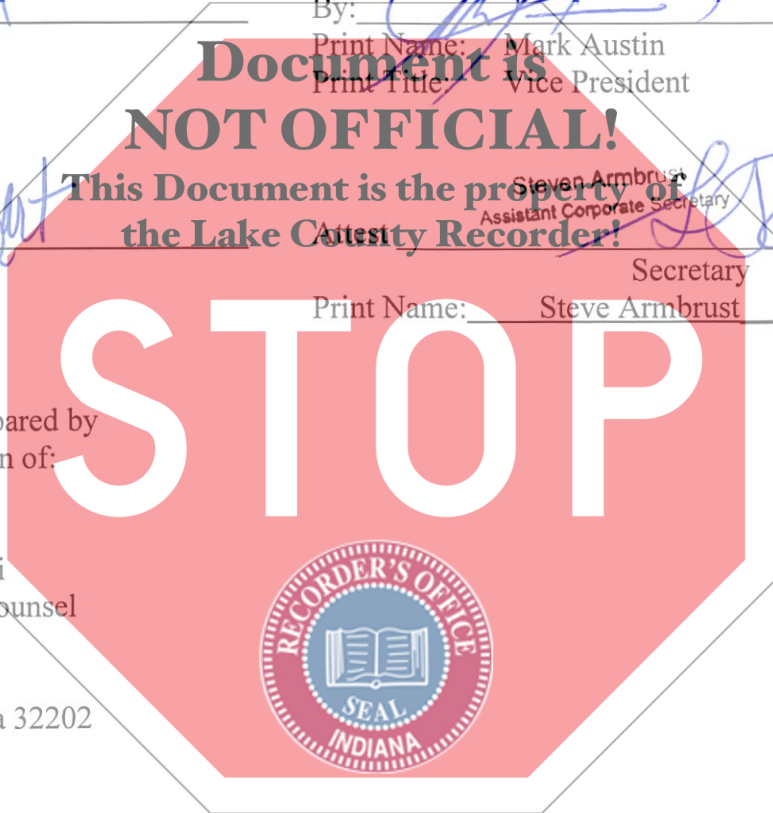
Secretary

Print Name: Steve Armbrust

(SEAL)

This instrument prepared by
or under the direction of:

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



STATE OF FLORIDA)
) SS.
COUNTY OF DUVAL)

I, JoAnn S. Rinehart, 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 Mark Austin (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 is Vice President – Baltimore and Ohio Chicago Terminal Railroad Company., the corporation described in and which executed said instrument; she is fully informed of the contents of the instrument; she 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; she signed her 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 22nd day of July, 2014.

JoAnn S. Rinehart (SEAL)
Notary Public
Print Name: JoAnn S. Rinehart
My commission expires on:

JoAnn S. Rinehart
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG308562
Expires 7/1/2023



EXHIBIT A

Description of Easement at: Lake County, Hammond, IN
To: City of Hammond, Indiana
CSXT Deed File No.: 2019-1222

LEGAL DESCRIPTIONS

Project: 1297017
Parcel: 55 Temporary Right of Way for Grading and Drive Construction
Form: T-3 (Rev. 2016)

Sheet 1 of 1

A part of Lot 18 in Block 4; and a part of vacated Allman Street all in North Side Addition to the City of Hammond, Indiana, the plat of which is recorded in Plat Book 1, page 77, in the Office of the Recorder of Lake County, Indiana, described as follows: Beginning at the southeast corner of said lot; thence South 0 degrees 39 minutes 11 seconds West 8.50 feet along the prolonged east line of said lot; thence North 89 degrees 21 minutes 42 seconds West 16.64 feet; thence North 0 degrees 38 minutes 18 seconds East 25.00 feet; thence South 89 degrees 21 minutes 42 seconds East 10.00 feet; thence North 0 degrees 38 minutes 18 seconds East 30.43 feet; thence South 89 degrees 21 minutes 42 seconds East 6.66 feet to the east line of said lot; thence South 0 degrees 39 minutes 11 seconds West 46.93 feet along said east line to the point of beginning and containing 619 square feet, more or less.

