

2010-025455

STATE OF INDIANA  
PORTER COUNTY  
FILED FOR RECORD  
11/19/2010 02:06PM  
LINDA D. TRINKLER  
RECORDER

 COPY

Road Transfer  
Memorandum of Agreement

REC FEE: \$41.00  
PAGES: 15

This Agreement is made and entered into on SEPT 3, 2003,

13  
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by and between the State of Indiana and through the Indiana Department of Transportation (hereinafter referred to as INDOT), and Porter County, acting by and through its County Commissioners (hereinafter referred to as COUNTY), and the City of Portage, acting by and through its authorized officials (hereinafter referred to as CITY).

WITNESSETH:

WHEREAS, INDOT, CITY, and COUNTY have been pursuing, as a means to provide for improved traffic operation and enhanced safety by reducing conflicting vehicular and train traffic, a grade separated access road to replace the current at-grade existing commercial entry drive and improve the Midwest Steel Highway into the industrial area just north of US 12 ;

WHEREAS, INDOT is now (DES# 0011800) currently proposing the construction of a new, elevated (future Bridge Structure #8581) entrance access roadway Project No. STP-N306( ) to the industrial complex (just north of US 12) from the existing SR 249 intersection over US 12 and the Norfolk Southern and Northern Indiana Commuter Transportation District railroad lines to the industrial site occupied in part by National Steel;

WHEREAS, with these changes, INDOT has determined, and the CITY and COUNTY agree, pursuant to established planning criteria and Indiana Code Sections 8-23-4-2 and 8-23-4-10, that the proposed industrial complex access road and accompanying structure will not ultimately serve as an appropriate and/or convenient ways for INDOT to route state traffic, but the road would continue to serve a useful local purpose;

WHEREAS, I.C. 8-23-4-12 provides the means to transfer roads or streets between systems; and

NOW, THEREFORE, in consideration of the premises and the mutually dependent covenants, the parties agree as follows:

Section 1 The parties hereto shall comply with applicable provisions set forth in (1) Title 23 of the US Code, (2) the regulations issued thereto, and (3) the policies and procedures of the Federal Highway Administration relative to the work covered by and the roads transferred in this Agreement.

Section 2 INDOT agrees to reconstruct the Midwest Steel Highway and construct a new, elevated (future Bridge Structure #8581) entrance access roadway to the existing industrial complex, Project No. STP-N306( ).

Section 3 Upon completion of the project itemized in Section 2, INDOT shall transfer, and the CITY shall accept, maintenance jurisdiction of the following proposed overpass road segment (see Exhibit A, attached hereto and made a part hereof):

ITEM P-1 Proposed alignment of the industrial site access road, from the northern right-of-way setback at SR 249 (STA. 71+00) to the end of the project (STA. 94+00), approximately 0.44 mile.

Section 4 Upon completion of the project itemized in Section 2, INDOT shall transfer, and the COUNTY shall accept, maintenance jurisdiction of the proposed bridge structure over US 12 (see Exhibit A, attached hereto and made a part hereof):

ITEM C-1 New structure (Bridge #8581) over us 12 and the NS and NICTD railroads.

- Section 5 Upon completion of the transfers itemized in Section 3 and Section 4, INDOT will convey to the CITY the associated parcel of land more fully described in EXHIBIT B (attached hereto and made a part hereof).
- Section 6 Limited access provisions, if any, shall continue to apply for all right-of-way acquired as part of this transfer.
- Section 7 INDOT shall officially notify both the CITY and the COUNTY by separate certified letters to formally establish the date of transfer for the road and bridge described in Sections 3 and 4. The effective date of the transfers shall be determined by INDOT and shall be a date no later than three weeks from the date of INDOT's final acceptance of the project described in Section 2.
- Section 8 Immediately after the effective date of transfer established in Section 7, the CITY and COUNTY shall provide all future maintenance, reconstruction and construction for their respective portions of the roads and the bridges described in Sections 3 & 4 (including all traffic and safety devices and appurtenances) of this Agreement.
- Section 9 Immediately after the effective date of transfer, electrical energy, if any, required to operate the facilities, traffic signals, and lights along the roads and bridges transferred in Sections 3 & 4 of this Agreement shall be paid by the CITY and COUNTY respectively.

Section 10 Pursuant to I.C. 22-9-1-10 and the Civil Rights Act of 1964, the CITY and COUNTY and/or its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this contract. Acceptance of this Agreement also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

Section 11 Modification/Entire Agreement. This Agreement may be amended only in writing executed by INDOT, the COUNTY and the TOWN. No verbal change, modification or amendment shall be effective, unless in writing and signed by the parties. The provisions hereof constitute the entire agreement between the parties and supersede any verbal statements, representations or warranties stated or implied.

Section 12 Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or

invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without validating the remainder of such provision or the remaining provisions of this Agreement.

Section 13 Authorizations. Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

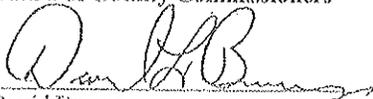
Section 14 Non-collusion and Acceptance. The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

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INSOFAR as authorized by law, this AGREEMENT shall be binding upon the parties, their successors or assigns.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT.

PORTER COUNTY  
Board of County Commissioners

  
David Burrus

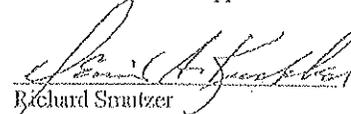
  
John Evans

Larry Sheets

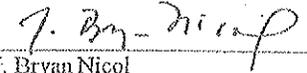
Attest:   
County Auditor

STATE OF INDIANA  
Indiana Department of  
Transportation

Recommended for Approval:

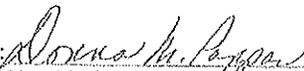
  
Richard Smutzer  
Chief Engineer

Executed by:

  
J. Bryan Nicol  
Commissioner

CITY OF PORTAGE

  
Mayor, Douglas Olson

Attest:   
City Clerk

ACKNOWLEDGMENT

State of Indiana County of Porter, SS:

Before me, the undersigned Notary Public in and for said County personally appeared DAVID L. BURENS, PRESIDENT AOD  
(Name of signers, their official capacity and agency name)  
JOHN A. EVANS, V. PRES., PORTER COUNTY COMMISSIONERS  
(Name of signers, their official capacity and agency name)

and each acknowledged the execution of the foregoing Agreement on this 19 day of AUGUST 2003.

Witness my hand and seal the said last named date.

My Commission Expires

7/24/2009  
PORTER  
County of Residence  
Linda Walker  
Notary Public  
Linda L. Walker  
Typed or Printed Name

ACKNOWLEDGMENT

State of Indiana County of Porter, SS:

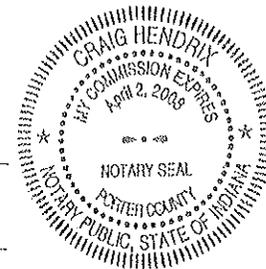
Before me, the undersigned Notary Public in and for said County personally appeared Douglas B. Knapp, Mayor + Donna Pappas, City Clerk,  
(Name of signers, their official capacity and agency name)  
City of Portage  
(Name of signers, their official capacity and agency name)

and each acknowledged the execution of the foregoing Agreement on this 26<sup>th</sup> day of August, 2003.

Witness my hand and seal the said last named date.

My Commission Expires

4/2/03  
Porter  
County of Residence  
Craig Hendrix  
Notary Public  
Craig Hendrix  
Typed or Printed Name



"I affirm, under the penalties for perjury, that I have taken reasonable care to protect each Social Security number in this document, unless required by law."

[Signature]

A C K N O W L E D G M E N T

State of Indiana, County of Marion, SS:

Before me, the undersigned Notary Public in and for said County,  
personally appeared J. Bryan Nicol, Commissioner of the  
Indiana Department of Transportation, and acknowledged the execution of  
the foregoing Agreement on this 3<sup>rd</sup> day of September, 2003.

Witness my hand and seal the said last named date.

My Commission Expires

5-12-07

Gayle G. Beam  
Notary Public

Morgan  
County of Residence

GAYLE G. BEAM  
Typed or Printed Name

# EXHIBIT A

ITEM P-1  
INDUSTRIAL SITE ACCESS ROAD  
APPROX. 0.44 MILE

ITEM C-1  
STRUCTURE #3521

12

249

COTTAGE GROVE

CITY OF PORTAGE

249

200803 07/2008  
DIV. OF PROGRAM DEVELOPMENT

PLANNING AND COMMUNITY DEVELOPMENT

SANDELLSON AVE

SANDELLSON AVE

SANDELLSON AVE

BURNS DR

VINGBERG AVE

NEWCOMER

BURNS DR

6551010000

6551010000

EAST WINGFIELD AVE

249

## EXHIBIT B

Project: STP-N306(6)  
CODE: 4440

Sheet 1 of 2

Parcel No. Relinquishment of Existing Right of Way for Midwest Steel Highway

A part of the Northeast Quarter of Section 36, Township 37 North, Range 7 West, Porter County, Indiana, described as follows: Beginning at a point on the south line of the Indiana Boundary Line South 89 degrees 02 minutes 43 seconds East 134.10 feet from the intersection of the west line of said quarter section and said Indian Boundary Line, which point of beginning being on the western boundary of Midwest Steel Highway; thence North 6 degrees 13 minutes 22 seconds West 229.81 feet along the boundary of said Midwest Steel Highway; thence North 0 degrees 46 minutes 40 seconds East 278.50 feet along said boundary to the southwestern boundary of the intersection of said Midwest Steel Highway and U.S.R. 12; thence North 60 degrees 28 minutes 24 seconds West 79.44 feet along the boundary of the intersection of said Midwest Steel Highway and said U.S.R. 12 to the southern boundary of said U.S.R. 12; thence North 79 degrees 52 minutes 54 seconds East 285.91 feet along the prolonged southern boundary of said U.S.R. 12 to the southern boundary of said U.S.R. 12; thence along said boundary Northeasterly 237.59 feet along an arc to the right and having a radius of 4,167.19 feet and subtended by a long chord having a bearing of North 82 degrees 34 minutes 31 seconds East and a length of 237.56 feet to the eastern boundary of said Midwest Steel Highway; thence South 8 degrees 57 minutes 04 seconds East 51.89 feet along the boundary of said Midwest Steel Highway; thence South 45 degrees 46 minutes 40 seconds West 106.07 feet along said boundary; thence South 25 degrees 55 minutes 39 seconds West 305.89 feet along said boundary; thence South 8 degrees 54 minutes 55 seconds East 264.32 feet along said boundary; thence South 71 degrees 23 minutes 29 seconds West 70.00 feet along said boundary; thence along said boundary Southeasterly 268.58 feet along an arc to the left and having a radius of 854.93 feet and subtended by a long chord having a bearing of South 27 degrees 36 minutes 31 seconds East and a length of 267.48 feet to the northeastern boundary of the intersection of said Midwest Steel Highway and S.R. 249; thence South 53 degrees 23 minutes 30 seconds West 210.00 feet to the northwestern boundary of the intersection of said Midwest Steel Highway and said S.R. 249; thence along the boundary of said Midwest Steel Highway Northwesterly 278.80 feet along an

EXHIBIT B (CONT.)

Project: STP-N306(6)

Sheet 2 of 2

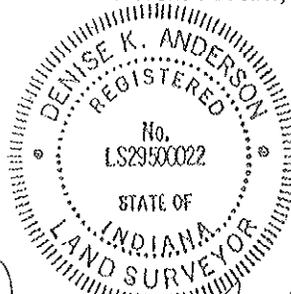
CODE: 4440

Parcel No. Relinquishment of Existing Right of Way for Midwest Steel Highway (Cont.)

arc to the right and having a radius of 1,064.93 feet and subtended by a long chord having a bearing of North 29 degrees 06 minutes 31 seconds West and a length of 278.00 feet; thence North 88 degrees 18 minutes 17 seconds West 92.03 feet along said boundary; thence North 0 degrees 48 minutes 54 seconds East 5.73 feet (2.82 feet by Deed Record 256, page 597) along said boundary to the southeastern line of the 1.096-acre tract described in Deed Record 378, page 510; thence North 58 degrees 35 minutes 48 seconds East 99.24 feet (99.79 feet by Deed Record 378, page 510) along said boundary; thence North 6 degrees 13 minutes 22 seconds West 116.68 feet along said boundary to the point of beginning and containing 6.259 acres, more or less.

TOGETHER with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across the limited access facility (to be known as Midwest Steel Highway and as Project STP-N306( )) to and from the grantor's abutting lands along the lines described as follows: The 229.81-foot, the 278.50-foot, the 79.44-foot, the 237.59-foot, the 268.58-foot, the 278.80-foot, the 92.03-foot, the 5.73-foot, the 99.24-foot, and the 116.68-foot courses described above. Also, beginning at the west end of the 237.59-foot course described above; thence South 37 degrees 08 minutes 18 seconds West 52.47 feet; thence South 0 degrees 46 minutes 40 seconds West 329.89 feet; thence Southeasterly 286.27 feet along an arc to the left and having a radius of 854.93 feet and subtended by a long chord having a bearing of South 9 degrees 01 minute 04 seconds East and a length of 284.94 feet to the point of terminus, which point is the northwest end of the 268.58-foot course described above. This restriction shall be a covenant running with the land and shall be binding on all successors in title to the said abutting lands.

This description was prepared for the Indiana Department of Transportation by Denise K. Anderson, Indiana Registered Land Surveyor, License Number LS29500022, on this 1st day of APRIL, 2003.

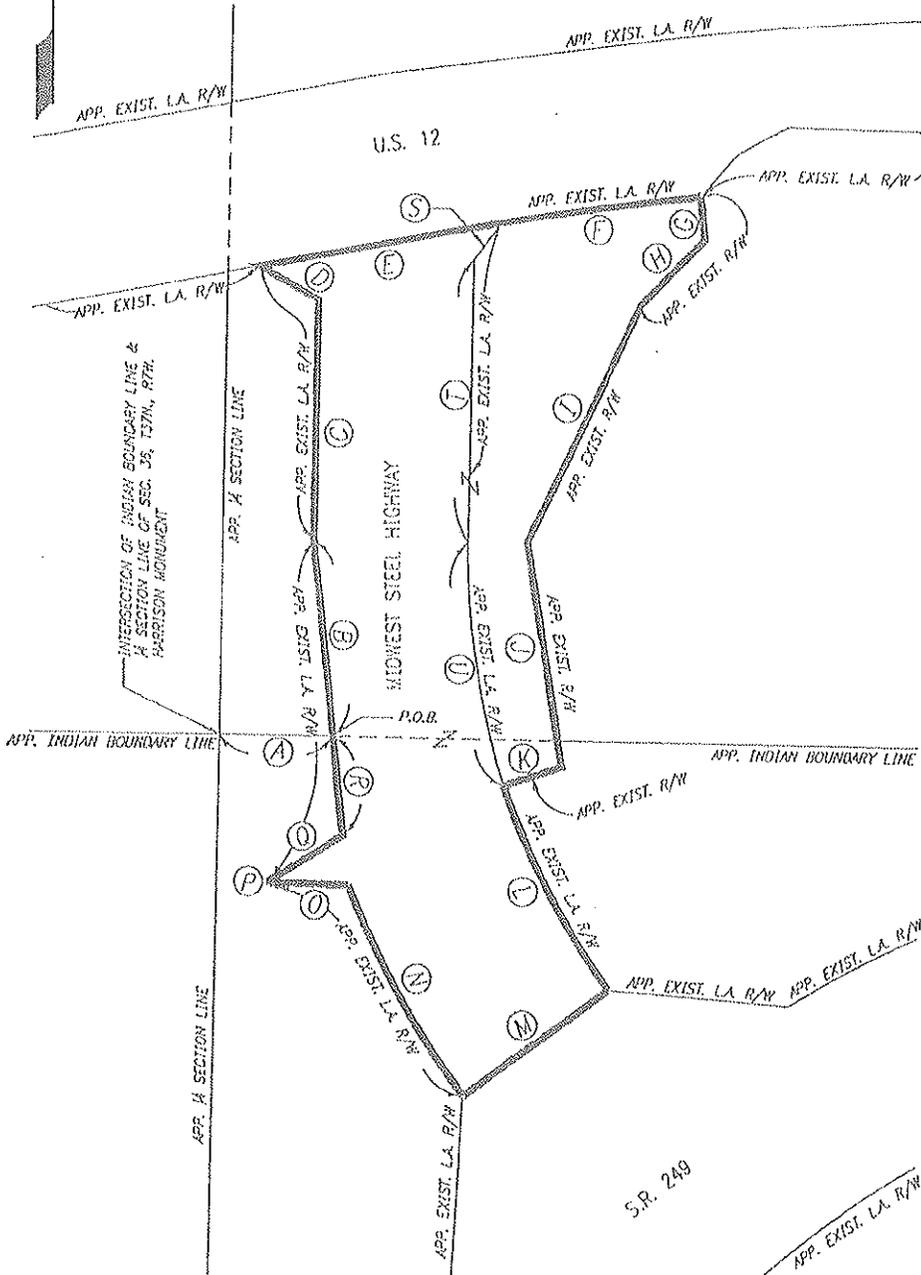
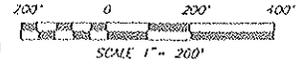


*Denise K. Anderson*

EXHIBIT B (CONT.)

# R/W PARCEL PLAT

Prepared for the Indiana Department of Transportation  
by Beam, Longest & Neff L.L.C. (Job #3840-117)



COURSE	BEARING	DISTANCE
(A)	S 89°02'43" E	134.10'
(B)	N 6°13'22" W	229.81'
(C)	N 0°46'40" E	278.50'
(D)	N 60°28'24" W	79.44'
(E)	N 79°52'54" E	285.91'
(F)	L.C.=N 82°34'31" E	237.56'
(G)	S 8°57'04" E	51.89'
(H)	S 45°46'40" W	106.07'
(I)	S 25°55'39" W	305.89'
(J)	S 8°54'55" E	264.32'
(K)	S 71°23'29" W	70.00'
(L)	L.C.=S 27°36'31" E	267.48'
(M)	S 53°23'30" W	210.00'
(N)	L.C.=N 29°06'31" W	278.00'
(O)	N 88°18'17" W	92.03'
(P)	N 0°48'54" E	5.73'
(Q)	N 58°35'48" E	99.24'
(R)	N 6°13'22" W	116.68'
(S)	S 37°08'18" W	52.47'
(T)	S 0°46'40" W	329.89'
(U)	L.C.=S 9°01'04" E	284.94'

OWNER:	STATE OF INDIANA	DES. NO.:	0011800
PARCEL:	RELINQUISHMENT OF EXISTING R/W FOR MIDWEST STEEL HIGHWAY	DRAWN BY:	J.L. STAPLETON 3-20-03
CODE:	4440	CHECKED BY:	D.K. ANDERSON 3--27--03
PROJECT:	SIP-N306(6)	DEED RECORD 241, PAGE 407, DATED JUNE 20, 1969	
ROAD:	MIDWEST STEEL HIGHWAY	DEED RECORD 242, PAGE 534, DATED MARCH 18, 1970	
COUNTY:	PORTER	DEED RECORD 256, PAGE 597, DATED APRIL 13, 1972	
SECTION:	36	DEED RECORD 273, PAGE 610, DATED JULY 29, 1974	
TOWNSHIP:	37 N.	DEED RECORD 378, PAGE 510, DATED MAY 7, 1987	
RANGE:	7 W.		

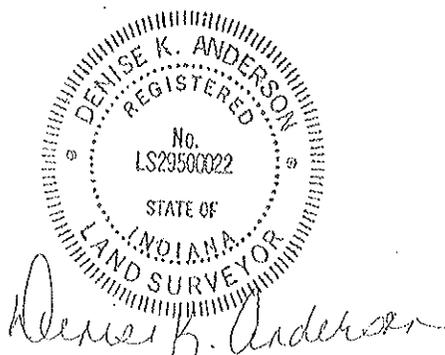
EXHIBIT B (CONT.)

Project: STP-N306(6)  
CODE: 4440  
Parcel No. 1 FEE SIMPLE  
Form: WD-1 (8/98)

Sheet 1 of 1

A part of the Northwest Quarter and a part of the West Third of the North Half of the Northeast Quarter of Section 36, Township 37 North, Range 7 West, Porter County, Indiana, and being that part of the grantor's land lying within the right-of-way lines depicted on the attached Right of Way Parcel Plat marked Exhibit "B", described as follows: Beginning at a point on the east line of the Northwest Quarter of said section North 0 degrees 43 minutes 40 seconds East 963.45 feet from the intersection of said east line and the Indian Boundary Line, said intersection being designated as point "125" on said plat, which point of beginning is on the northern line of the right of way of the New York Central Railroad; thence South 79 degrees 55 minutes 37 seconds West 154.12 feet along the northern line of the right of way of said New York Central Railroad; thence North 56 degrees 57 minutes 50 seconds West 207.07 feet to point "513" designated on said plat; thence North 32 degrees 54 minutes 15 seconds West 351.64 feet to point "512" designated on said plat; thence North 1 degree 36 minutes 23 seconds West 153.40 feet to point "511" designated on said plat; thence North 11 degrees 55 minutes 49 seconds East 154.03 feet to point "510" designated on said plat; thence North 88 degrees 47 minutes 47 seconds East 145.00 feet to point "509" designated on said plat; thence South 1 degree 41 minutes 07 seconds East 190.22 feet to point "508" designated on said plat; thence South 27 degrees 02 minutes 08 seconds East 147.92 feet to point "507" designated on said plat; thence South 17 degrees 17 minutes 58 seconds East 132.69 feet to point "506" designated on said plat; thence South 89 degrees 46 minutes 37 seconds East 195.08 feet to point "505" designated on said plat; thence South 57 degrees 14 minutes 26 seconds East 223.97 feet to point "504" designated on said plat; thence South 32 degrees 41 minutes 15 seconds East 96.78 feet to the northern line of the right of way of said New York Central Railroad; thence South 79 degrees 55 minutes 37 seconds West 207.32 feet along the northern line of the right of way of said New York Central Railroad to the point of beginning and containing 4.459 acres, more or less.

This description was prepared for the Indiana Department of Transportation by Denise K. Anderson, Indiana Registered Land Surveyor, License Number LS29500022, on this 10th day of APRIL, 2003.



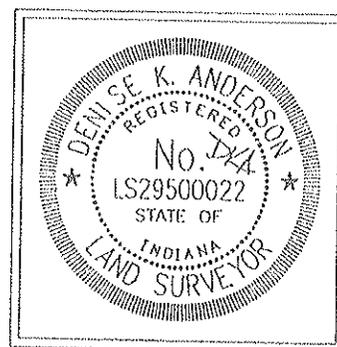
PARCEL COORDINATE CHART						
Point	Centerline	Station	Offset	Lt./Rt.	Northing	Easting
125	SEE ROUTE SURVEY, INST. # 2002-041361					
250	ALT-2	+PC(81+00.00)	0.00		13853.8759	10226.1083
252	ALT-2	+PT(86+06.15)	0.00		14281.0514	9996.8455
253	ALT-2	+PC(88+49.89)	0.00		14413.0119	9791.9084
255	ALT-2	+PT(92+40.98)	0.00		14740.9204	9608.5495
256	ALT-2	96+90.00	0.00		15099.8646	9601.0080
503	ALT-2	84+10.47	150.00	Rt.	14231.6219	10259.9048
504	ALT-2	85+00.00	165.00	Rt.	14331.3718	10195.8972
505	ALT-2	86+90.00	150.00	Rt.	14452.5653	10007.5499
506	ALT-2	88+55.00	45.00	Rt.	14453.3250	9812.4754
507	ALT-2	90+00.00	110.00	Rt.	14580.0095	9773.0189
508	ALT-2	92+00.00	95.00	Rt.	14711.7664	9705.7823
509	ALT-2	94+00.00	95.00	Rt.	14901.9043	9700.1882
510	ALT-2	94+00.00	50.00	Lt.	14898.8585	9555.2202
511	ALT-2	92+50.00	85.00	Lt.	14748.1564	9523.3787
512	ALT-2	91+25.00	105.00	Lt.	14594.8119	9527.6791
513	ALT-2	88+50.00	135.00	Lt.	14299.5847	9718.7013
514	ALT-2	85+65.00	135.00	Lt.	14150.2654	9948.3154

Stations and Offsets are to control over North and East Coordinates.  
 Note: Line "ALT-2" is a Paper Relocation Line.

SURVEYOR'S STATEMENT

To the best of my knowledge and belief, this plat, together with the 'Location Control Route Survey Plat' recorded as Instrument #2002-036436, and re-recorded in Instrument #2002-041361 in the Office of the Recorder of Porter County, Indiana, (incorporated and made a part hereof by reference) comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12 (Rule 12).

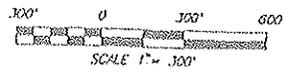
*Denise K. Anderson* 4/10/03  
 Denise K. Anderson Date  
 Registered Land Surveyor No. LS29500022  
 State of Indiana



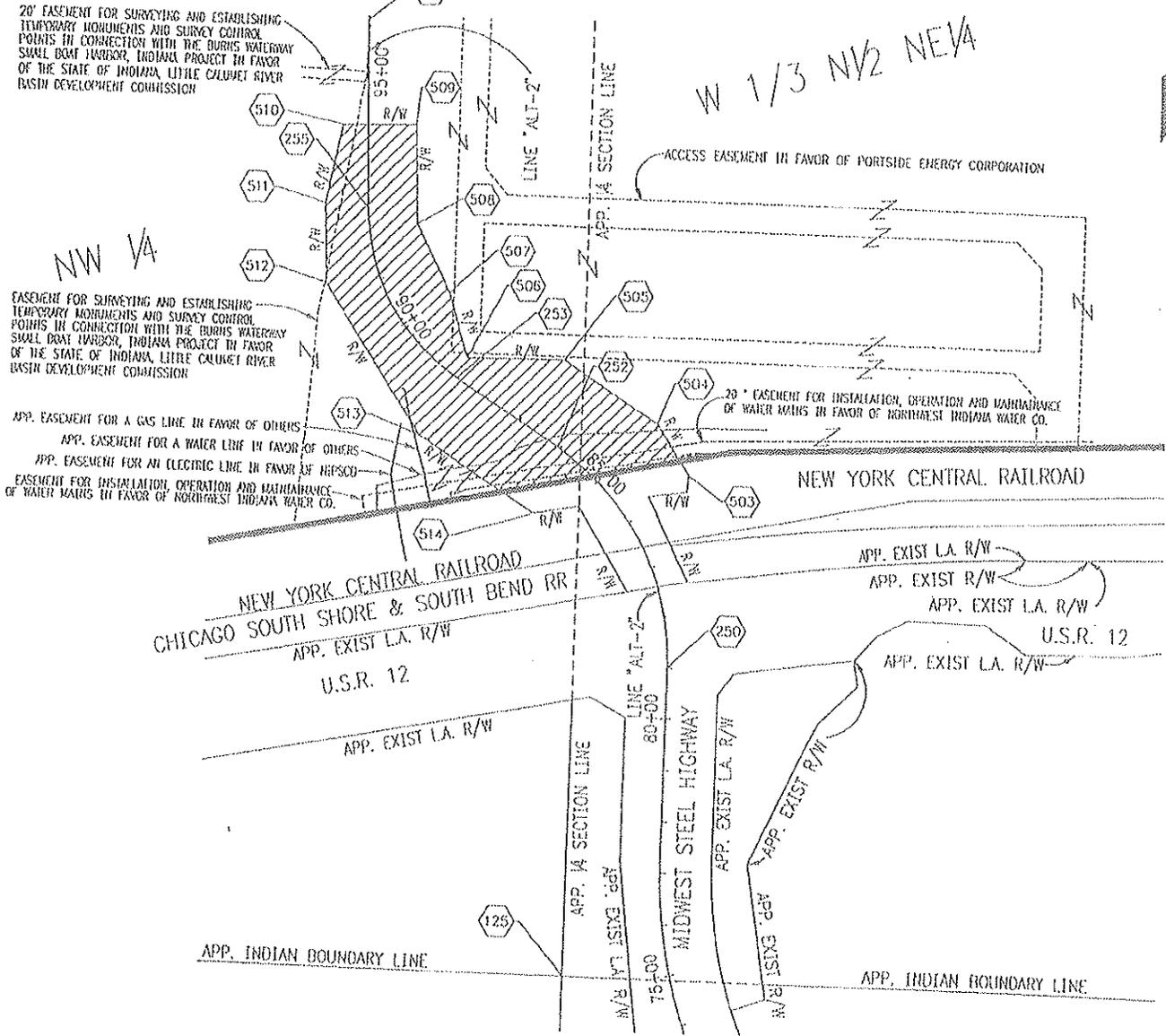
OWNER:	NATIONAL STEEL CORPORATION (MIDWEST STEEL DIVISION)	DES. NO.:	0011800
PARCEL:	1	DRAWN BY:	M.A. WILSON 3-24--03
CODE:	4440	CHECKED BY:	D.K. ANDERSON 4-09--03
PROJECT:	STP--N306(6)		
ROAD:	U.S. 12 ACCESS ROAD		
COUNTY:	PORTER		
SECTION:	36		
TOWNSHIP:	37 N.		
RANGE:	7 W.		

# EXHIBIT B (cont.) R/W PARCEL PLAT

SHEET 1 OF 2



Prepared for the Indiana Department of Transportation  
by Beam, Longest & Neff L.L.C. (Job #3840-117)



 HATCHED AREA IS THE APPROXIMATE TAKING

OWNER:	NATIONAL STEEL CORPORATION (MIDWEST STEEL DIVISION)	DES. NO.:	0011800
PARCEL:	1	DRAWN BY:	M.A. WILSON 3-24-03
CODE:	4440	CHECKED BY:	D.K. ANDERSON 4-09-03
PROJECT:	STP-N306(6)	DEED RECORD 99, PAGE 176, DATED 4-15-31	
ROAD:	U.S. 12 ACCESS ROAD		
COUNTY:	PORTER		
SECTION:	36		
TOWNSHIP:	37 N.		
RANGE:	7 W.		

Plr 6