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Bechtel Corp.  
P.O. Box 237  
Niles, Michigan 49120  
Attn: Mr. A. H. Smith  
N-608-7

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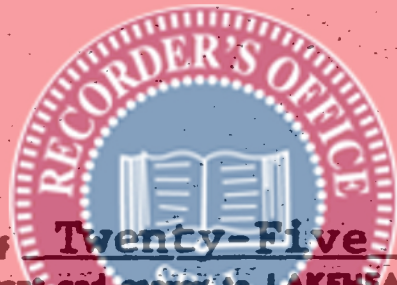
RIGHT OF WAY AND EASEMENT GRANT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, CHARLES BLOOM and LOISK BLOOM, husband and wife  
Route # 1 Hobart, Indiana

15-25-18

Russ



FILED  
~~XXXXXXXXXX~~  
~~XXXXXXXXXX~~

FEB 3 1969

*Signature*

whether one or more, for and in consideration of the sum of Twenty-Five and 00/100 Dollars (\$ 25.00 ),  
the receipt of which is hereby acknowledged, does hereby grant and convey to LAKEHEAD PIPE LINE COMPANY, INC., a Delaware Corporation, whose  
address is 3025 Tower Avenue, Superior, Wisconsin 54880 its grantees, successors and assigns, hereinafter called "Grantee," a right-of-way and perpetual  
easement to construct, operate, maintain, inspect (including aerial control), test, replace and reconstruct one or more pipelines together with valves,  
fittings, protective apparatus and all other equipment and appurtenances as may be convenient in connection therewith for the transportation of oil,  
other liquid hydrocarbons, and any product or by-product thereof, or any material or substance which can be conveyed through a pipeline on, over, under  
and across a strip of land, hereinafter referred to as the "Right-of-Way," and comprising a part of the following described land of which the Grantee  
currently is the lawful owner, situated in Lake County, State of Indiana, to-wit:

A strip of land lying in the North 1/2 of the North 1/4 of the South 1/2 of  
the North 1/2 of the East 1/2 of the Northeast 1/4, Section 11, Township 35  
North, Range 8 West of the 2nd P.M., in Lake County Indiana, and also a strip  
of land lying in the South 1/2 of the North 1/4 of the South 1/2 of the North  
1/2 of the East 1/2 of the Northeast 1/4 of said Section 11 and more particu-  
larly described as beginning at the Northeast corner of said Section 11; thence  
Southerly along the East line of the Northeast 1/4, Section 11, Township 35  
North, Range 8 West of the 2nd P.M., in Lake County Indiana, a distance of  
741.41 feet; thence Westerly at an angle of 89 degrees 19 minutes (measured  
from North to West), a distance of 963.13 feet to an ironpipe; thence South-  
westerly at an angle of 144 degrees 37 minutes, 35 seconds (measured from  
East clockwise to Southwest), a distance of 441.68 feet to a point in the  
West line of the South 1/2, North 1/2, East 1/2, Northeast 1/4, Section 11,  
Township 35 North, Range 8 West of the 2nd P.M., in Lake County, Indiana, said  
point being 321.14 feet North of the Southline of the South 1/2, North 1/2,  
East 1/2, Northeast 1/4 of said Section 11, and the point of beginning for  
the following described parcel of land: A 25 foot strip of land described  
as being 8 feet Southerly of the Northline and 17 feet Northerly of the  
Southline of the following described line; commencing at said point; thence  
North 54 degrees, 21 minutes, 11 seconds East; a distance of 299.39 feet to  
an ironpipe in the Northline of the South 1/2, North 1/2, East 1/2, North-  
east 1/4, Section 11, Township 35 North, Range 8 West of the 2nd P.M., in  
Lake County Indiana, said point being 1079.16 feet West of the East line of  
Section 11, Township 35 North, Range 8 West, in Lake County, Indiana.

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STOP



STATE OF INDIANA  
LAKE COUNTY  
FEB 3 11 12 AM '69  
ANDREW L. HIGENKO  
RECORDER

hereinafter referred to as the "Said Lands," together with the right to clear and to keep cleared the Right-of-Way so as to prevent damage or interference with its efficient operation and patrol. The Grantor further grants the Grantee the right of ingress and egress to and from the Right-of-Way over the Said Lands for all purposes convenient or incidental to the exercise by the Grantee of the rights herein granted, together with the right to use such of the Said Lands immediately adjacent to each side of the Right-of-Way as is reasonably required during construction.

The Right-of-Way shall be selected by the Grantee and shall be ascertained as follows:

That portion of the Said Lands being a strip of land not more than 25 feet in perpendicular width and lying between lines parallel to and situate 17 feet to the right and 8 feet to the left (going in a generally Easterly direction) from the surveyed line for the proposed pipeline or from the center line of the initial pipeline as actually laid across the Said Lands (whichever shall first occur), or adjacent thereto if neither the surveyed line nor the initial pipeline traverses the Said Lands, such parallel line or lines being extended to the boundary lines of the Said Lands so as to enclose the Right-of-Way.

The aforesaid rights and easement are granted as and from the date hereof and for so long thereafter as the Grantee desires to exercise the same on the following terms and conditions which are hereby mutually covenanted and agreed to by and between the Grantor and the Grantee:

January 13, 1969  
FIRST: The Grantee shall, on or before ~~the date specified~~, either complete a survey line for the proposed pipeline or construct the initial pipeline so as to define the Right-of-Way. The Grantee shall, by the date specified or prior to commencement of construction, whichever occurs first, pay to the Grantor for the rights herein granted the additional sum of \$ 4500.00 per acre for the portion of Said Lands contained in the Right-of-Way, which payment shall constitute full consideration for this conveyance. ~~Should the Grantee fail to complete the survey or commence construction of the initial pipeline by the date specified, this grant and all rights and obligations provided herein shall terminate and Grantee shall, if requested, record in the appropriate office a release hereof.~~

SECOND: In the event Grantee shall elect not to complete the survey or commence construction of the initial pipeline and make the payment, all as provided in Clause FIRST, by the date specified, this grant and all rights and obligations provided herein shall terminate and Grantee shall, if requested, record in the appropriate office a release hereof.

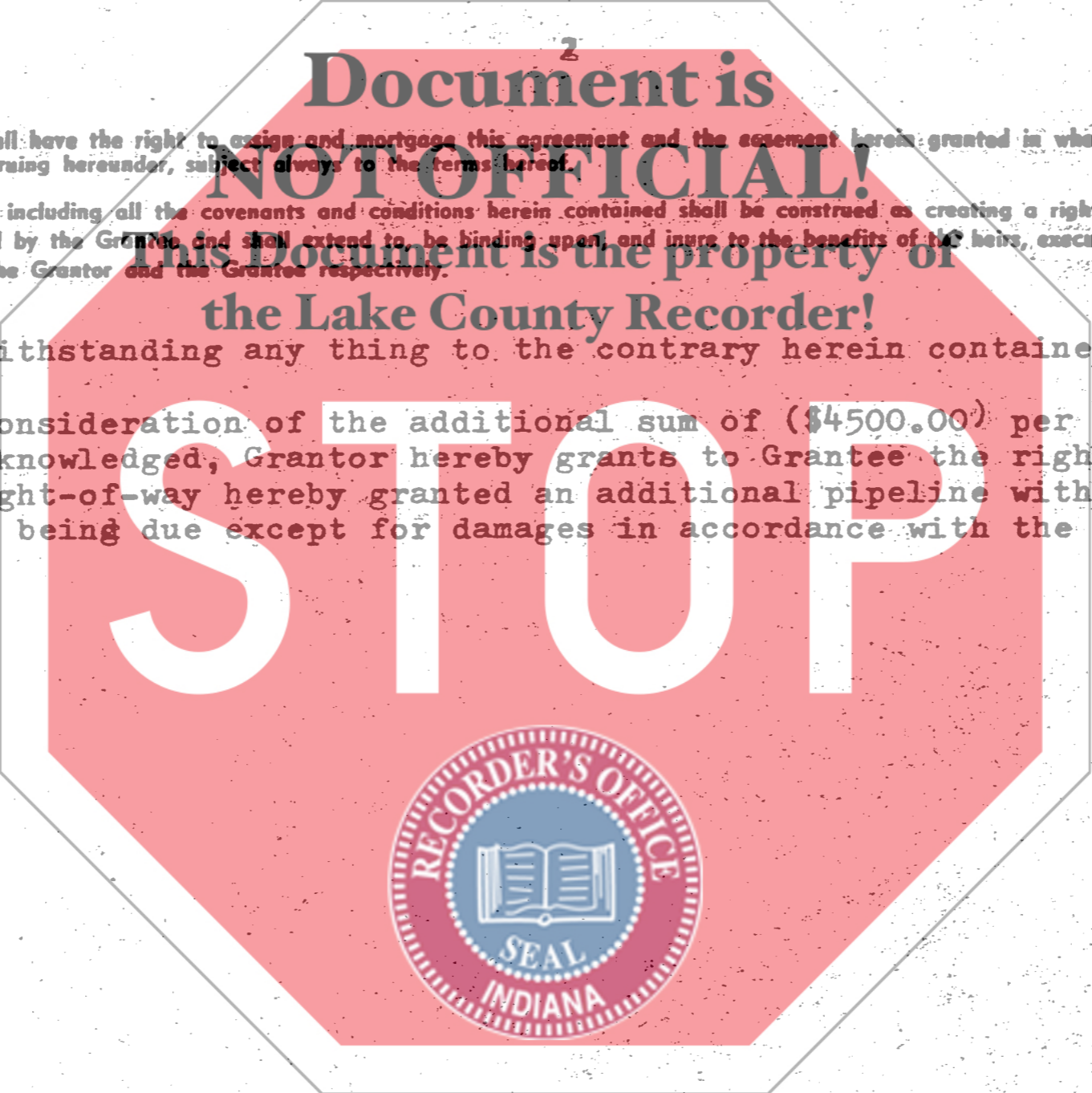
THIRD: The Grantee shall, at the time of construction, bury said pipelines at a sufficient depth through cultivated lands so that they will not interfere with ordinary cultivation, and also pay for damage to crops, fences, timber and other existing improvements which may arise from the exercise of the rights herein granted. Said damages, if not mutually agreed upon, shall be determined by three disinterested persons, one to be appointed by the Grantor, one by the Grantee, and the third by the two persons aforesaid; and the award of such three arbitrators, or any two of them, in writing, shall be final. The cost of such arbitration shall be borne equally by the Grantor and the Grantee.

FOURTH: The Grantor shall have the right to full use and enjoyment of the Right-of-Way except as the same may be necessary for the purposes herein granted to the Grantee; provided that the Grantor shall not, without the prior written consent of the Grantee, carry on any excavation, installation, construction or other activity over, on or under the Right-of-Way such as to interfere with the rights herein granted.

*Handwritten signature/initials*

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Continuation of  
R/W No. N-608-7



FIFTH: The Grantee shall have the right to assign and mortgage this agreement and the easement herein granted in whole or in part as to all or any portion of the rights accruing hereunder, subject always to the terms hereof.

SIXTH: This agreement including all the covenants and conditions herein contained shall be construed as creating a right-of-way and easement appurtenant to property owned by the Grantee and shall extend to, be binding upon, and inure to the benefits of his heirs, executors, administrators, successors in title and assigns of the Grantor and the Grantee respectively.

SEVENTH: Notwithstanding any thing to the contrary herein contained:

In consideration of the additional sum of (\$4500.00) per acre, the receipt whereof is acknowledged, Grantor hereby grants to Grantee the right to install within the right-of-way hereby granted an additional pipeline without any further consideration being due except for damages in accordance with the provisions Clause Third hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal this 13th day of January, 1969

Witness:  
H. D. Harless  
H. D. HARLESS

Charles Bloom (Seal)  
CHARLES BLOOM

Lois K. Bloom (Seal)  
LOIS K. BLOOM

\_\_\_\_\_  
(Seal)  
\_\_\_\_\_  
(Seal)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA }  
COUNTY OF Lake } ss.

I, the undersigned, a Notary Public in and for said County and State on the 13th day of January, 1969  
personally appeared CHARLES BLOOM and LOIS K. BLOOM, husband and wife

and acknowledged the execution of the foregoing easement.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:  
Aug. 13, 1972

Hazel M. Sylvester  
HAZEL M. SYLVESTER

This Instrument was Prepared by  
HAVEN E. VAN HEUSEN  
SUITE 3  
6425 S. PENNSYLVANIA AVE.  
LANSING, MICHIGAN 48910

Notary Public  
\_\_\_\_\_  
Lake County, Ind.