

Phillips
5265 Robinson
Memorandum

782302

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned PHILLIPS PIPE LINE COMPANY, a Delaware corporation with an office at Bartlesville, Oklahoma, hereinafter referred to as "Grantor", does hereby grant unto Northern Indiana Public Service Company, hereinafter referred to as "Grantee", its successors and assigns, an easement and right of way for the construction, maintenance, operation, repair and replacement of electric transmission lines upon, over and across the following described real property and premises situated in the County of Lake, State of Indiana, to-wit:

Exhibit "A" attached hereto and made a part hereof.

together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with Grantee's use, occupation or enjoyment of this easement.

Grantee agrees to pay for any damages to said premises above described arising out of the exercise of the rights herein granted. Grantee agrees to indemnify and hold Grantor harmless of and from any liability for damages of whatsoever kind whether to persons or property arising out of or in connection with the exercise of Grantee of those rights granted herein.

Grantee further agrees, at its sole cost and expense, to remove and relocate said power lines and appurtenances to an alternate location, or locations, designated and furnished by Grantor upon said premises at any time upon one hundred eighty (180) days' notice in writing from Grantor to Grantee.

The easement, rights and rights of way granted herein shall continue so long as the same shall be used for the purposes above mentioned, and upon termination hereof, Grantee shall remove all of its property from said premises above described.

The terms, covenants and provisions hereof shall extend to and be binding upon Grantor and Grantee and their assigns and successors in interest.

EXECUTED this 28th day of Sept, 19 84.

FILED
NOV 28 1984

PHILLIPS PIPE LINE COMPANY

By *Perry J. Dickey*
Attorney-in-Fact

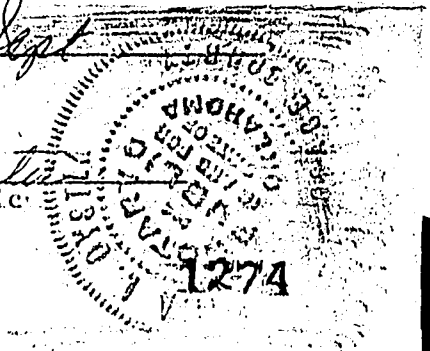
STATE OF INDIANA/S.S. NO.
LAKE COUNTY
FILED FOR RECORD
NOV 30 17 PM '84
WILLIAM BIELSKI JR
RECORDER

STATE OF OKLAHOMA
Emma L. Oyster
COUNTY OF WASHINGTON
LAKE COUNTY

Before me *Emma L. Oyster*, a Notary Public in and for said county and state, personally appeared *Perry J. Dickey*, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the person whose name is subscribed as Attorney-in-Fact of Phillips Pipe Line Company, a corporation and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act of said corporation.

Given under my hand and seal of office this 28th day of Sept, 19 84.

Emma L. Oyster
Notary Public



My commission expires:
June 24, 1988

D/159

PHILLIPS PETROLEUM COMPANY
APPROVAL OF LEGAL FORM
RICHARD D. SCHREIBER
ATTORNEY

530

EXHIBIT "A"

Part of the West Half ($W\frac{1}{2}$) of Section 28, Township 37 North, Range 9 West of the Second Principal Meridian, in the County of Lake, State of Indiana, described as follows:

30-1-6
Beginning at the Northeast corner of land deeded to Phillips Pipe Line Company in Deed Record 991, page 505; thence on an assumed bearing of South $1^{\circ}-20'$ East along the East line of said Phillips Pipeline Company land a distance of 232 feet to the point of curvature of a curve to the left; thence Southwardly along said curve to the left (radius = 1183.8 feet) a distance of 260.33 feet to the TRUE POINT OF BEGINNING of this description; thence continuing Southwardly along said curve to the left a distance of 276.86 feet to the point of tangency of said curve; thence South $27^{\circ}-20'$ East along the East line of said Phillips Pipe Line Company land a distance of 144.05 feet to a point; thence South $21^{\circ}-18'-38''$ East a distance of 254.17 feet to a point; thence Southwardly along a curve to the right (radius = 1108.8) a distance of 259.46 feet to the point of tangency of said curve; thence South $1^{\circ}-20'$ East along the East line of said Phillips Pipeline Company land a distance of 591.16 feet to the point of curvature of a curve to the right; thence Southwardly along said curve to the right (radius = 459.3 feet) a distance of 160.3 feet to a point; thence North $2^{\circ}-04'-12''$ West a distance of 888.26 feet to a point; thence North $21^{\circ}-18'-38''$ West a distance of 751.08 feet to a point; thence South $67^{\circ}-07'-14''$ West a distance of 24.93 feet to a point; thence North $22^{\circ}-52'-46''$ West a distance of 10 feet to a point; thence North $67^{\circ}-07'-14''$ East a distance of 44.06 feet to a point; thence North $21^{\circ}-18'-38''$ West a distance of 44.06 feet to a point; thence North $68^{\circ}-41'-22''$ East a distance of 10 feet to a point; thence South $21^{\circ}-18'-38''$ East a distance of 24.93 feet to a point; thence North $67^{\circ}-07'-14''$ East a distance of 7.16 feet to the true point of beginning of this description.

Containing 1.35 acres of land.

Checked by John R. Henry
Date 11-26-84
District Hammond
Contract File No. 35500
Charge Acct. No. 5931-55