

LAND + STORAGE CO.
P.O. Box 1115
Big Rapids, MI 49307

St. John Compressor Station

93024329 RIGHT OF WAY AGREEMENT

This Right-of-Way Agreement is made this 24th day of February, 1993, by and between ANR Pipeline Company ("ANR"), a Delaware corporation, whose address is 500 Renaissance Center, Detroit, Michigan 48243 and Artur Poznanski and Ann Poznanski, husband and wife ("Grantee"), whose address is 12620 Patnoe Drive, St. John, Indiana 46373

WHEREAS, ANR is the owner of certain real estate located in the Township of St. John, County of Lake, State of Indiana, bounded and described in Lake County, Indiana, book 846, Page 236 ("Parcel"); and

WHEREAS, Grantee desires a grant of easement and right-of-way five feet in width on the Parcel to be located according to the description set forth below, and

WHEREAS, ANR has granted the easement and right-of-way upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings hereinafter set forth, the parties hereto agree as follows:

1. Grant of Right-of-Way and Easement.

Subject to the further terms and provisions hereof, ANR grants to Grantee a right-of-way for surface use over certain real estate located in the Township of St. John, County of Lake, State of Indiana, further described as:

Beginning at a point on the West line of Section 5, Township 34 North, Range 9 West of the Second Principal Meridian, which point is 1162 feet South of the Northwest corner of the Northwest Quarter (NW-1/4) of said Section 5; running thence East 1320 feet, more or less to the East line of the West Half (W-1/2) of said Northwest Quarter Section; thence South on and along said East line 660 feet; thence West 1320 feet, more or less to the West line of said Northwest Quarter Section; thence North on and along said West line 660 feet, to the Point of Beginning.

Said right-of-way is more particularly described as a strip of land 5 feet in width lying North of and adjacent to Lot 26, Patnoe 2nd Addition to the Town of St. John, as shown in Plat Book 66, page 46, in Lake County, Indiana



STATE OF INDIANA/S.S.N.C.
LAKE COUNTY
REC'D 12 APR 1993
SAGEE O'NEILL
CLERK

FILED

APR 19 1993

Anna N. Anton
AUDITOR LAKE COUNTY

00991

1400

2. Purchase Price.

The purchase price for the right-of-way and easement granted above shall be One and no/100 Dollar (\$1.00) in hand paid, the receipt and adequacy of which is hereby acknowledged.

3. Term of Right of Way and Easement.

The right-of-way and easement granted above shall be perpetual and shall be binding upon the successors and assigns of the parties hereto.

4. ANR's Entry Upon Right-of-Way.

ANR retains the right to enter upon the right-of-way and easement granted herein in order to maintain and/or repair the visual and sound barrier constructed on the perimeter of the right-of-way herein granted, and Grantee shall not interfere with or cause damage to ANR, its agents, employees, or property in any manner whatsoever in ANR's exercise of said right.

5. Grantee's Use of Right-of-Way.

Grantee shall not construct, maintain, or permit to be constructed or maintained, any house or permanent structure on or over the right-of-way herein granted, nor shall Grantee excavate the right-of-way or otherwise bury underground structures on said right-of-way without Grantor's consent. This restriction is not intended to prohibit the planting of shrubs, trees, or other normal landscaping material. Grantee shall not cause, suffer or permit any waste products or debris to be buried or stored on the right-of-way or easement herein granted.

6. Observation of Law.

Grantee shall maintain the right-of-way in compliance with all laws, rules and regulations of any federal, state, or local agency or authority having jurisdiction over same.

7. Indemnification.

Grantee accepts the right-of-way and easement herein granted in its present condition and will keep the right-of-way in a proper and safe condition at all times. Grantee will, at all times during the exercise of the rights and privileges herein granted, assume all liability for and protect, indemnify and save ANR and The Coastal Corporation and their employees, officers, directors, representatives, successors and assigns, harmless from and against all actions, claims, demands, judgments, losses, expenses of suits or actions (including, without limitation, reasonable attorney fees) for damage to any property, injury to or death of any person or persons whomever, including the parties hereto and their agents, contractors, subcontractors, employees and invitees, arising in connection with or as a direct or indirect result of the Grantee's past, present or future use of said right-

St. John Compressor Station

of-way or the exercise of the rights and privileges granted herein, except any such action, claim, loss, or expense for death or injury to any person or persons, loss or damage to property arising out of the sole negligence of ANR, its agents, contractors, or employees upon the right-of-way.

8. Hazardous Substances.

Grantee agrees that it will not store hazardous materials on the right of way and easement herein granted. Further, Grantee shall take all reasonable precautions to prevent spills or discharges of any substance or material onto ANR's property. Notwithstanding the above, if any materials are spilled or discharged on ANR's property, Grantee shall be responsible for, and shall bear sole cost for, the capture, cleanup and disposal of the same, including, but not limited to, proper disposal of any hazardous substances or discharges.

9. ANR's Ownership of Parcel.

Grantee acknowledges that ANR is the owner in fee simple absolute of the above Baker County Record and Grantee does hereby expressly disclaim any and all right, title or interest in or to the Parcel, other than that expressly set forth herein.

10. Binding Effect.

This agreement is binding upon, and shall inure to the benefit of, the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first written above.

GRANTOR: ANR PIPELINE COMPANY

ATTEST:



By: John P. Lucido
John P. Lucido

By: [Signature]
Assistant Secretary

Its: Vice President

I/We, the undersigned, hereby adopt and join in the execution of the above and foregoing grant and consent to the rights granted by the foregoing Right of Way Agreement.

GRANTEE:

WITNESS:

Artur Poznanski
Artur Poznanski
Anne Poznanski
Anne Poznanski

Its: _____

St. John Compressor Station

STATE OF MICHIGAN

COUNTY OF WAYNE

ss.

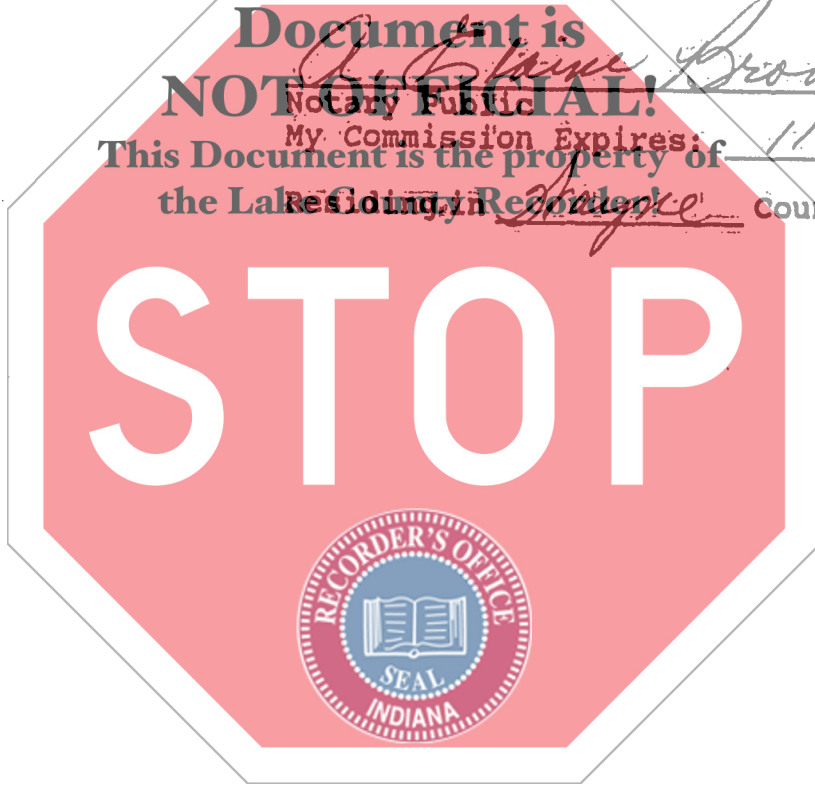
On this 24th day of February, 1993, before me, the undersigned officer, personally appeared John P. Lucido, who acknowledged himself to be the Vice President of ANR PIPELINE COMPANY, a Delaware corporation, and that he, as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Document is
John P. Lucido
NOTARIAL PUBLIC

My Commission Expires: 11-9-96

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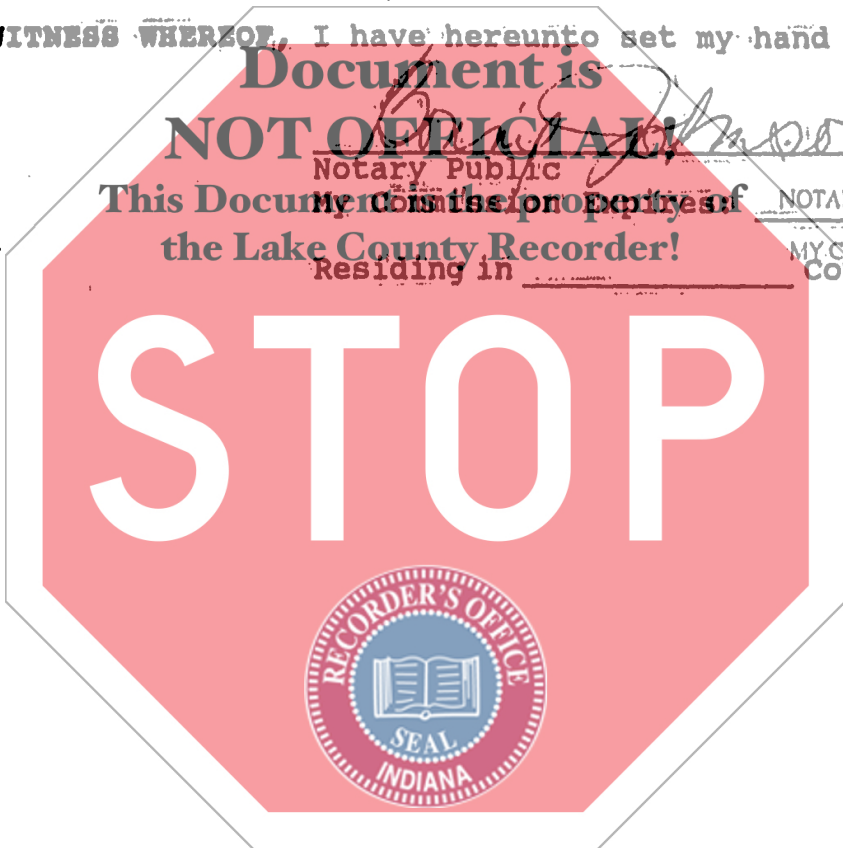
St. John Compressor Station

STATE OF INDIANA)
) ss.
COUNTY OF LAKE)

Execution of the foregoing instrument was acknowledged before me this 27th day of March, 1993, by

ARTHUR FORNANSCY
ANNE FORNANSCY

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Document is
NOT OFFICIAL!
This Document is the property of
the Lake County Recorder!
Residing in _____

Bonnie Johnson
Notary Public

BONNIE JOHNSON
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. OCT. 16, 1996
County, Indiana

This instrument prepared by:
Judith L. Hudson
ANR Pipeline Company
500 Renaissance Center
Detroit, Michigan 48243
Phone: (313) 496-2437