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GRANT OF EASEMENT

A:ANRPIPE.016

THIS EASEMENT AGREEMENT, made this 29th day of March, 1993, between CONSOLIDATED RAIL CORPORATION, a Pennsylvania Corporation, with its principal office at Two Commerce Square (2001 Market Street), Philadelphia, Pennsylvania 19101-1417, ("Grantor"), and ANR PIPELINE COMPANY a Delaware Corporation, with its principal offices at 500 Renaissance Center, Detroit, Michigan 48243 ("Grantee").

WHEREAS, Grantor, or its predecessors, have entered into separate license agreements set forth in Appendix A attached hereto and made a part hereof, with Grantee or its predecessors to permit the construction, installation, maintenance, and use of certain crossings and occupations over, across, along, or under the land and tracks of the railroad lines of Grantor at various locations in the County of Lake, State of Indiana ("Agreement" or "Agreements"); and

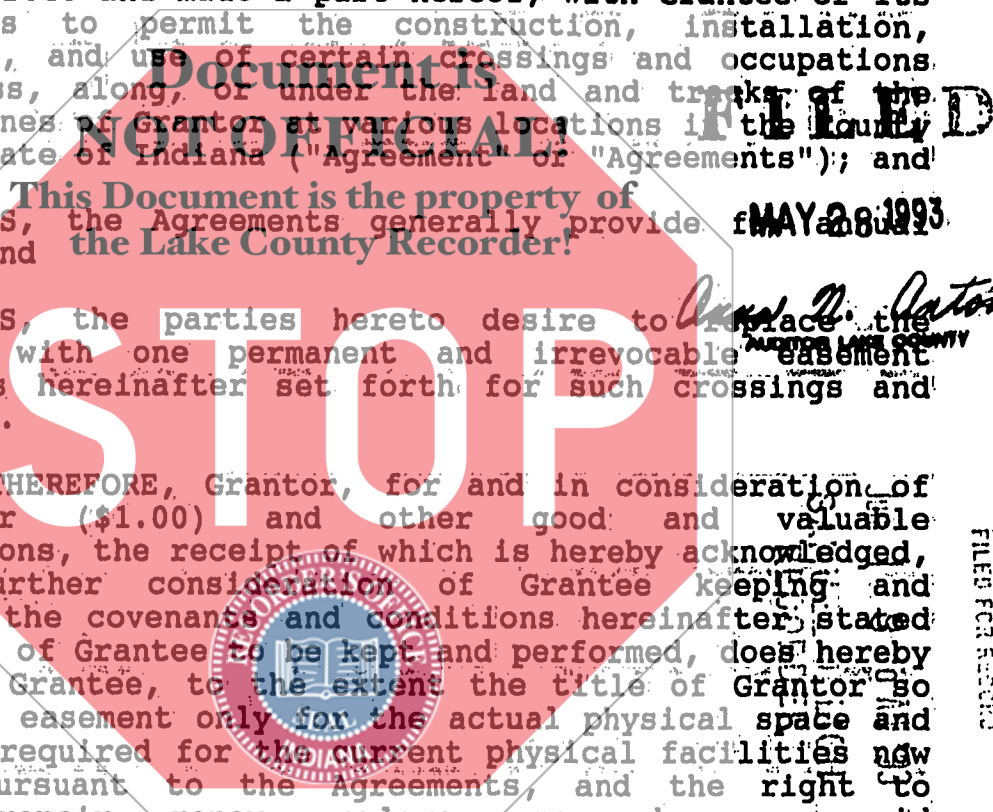
WHEREAS, the Agreements generally provide for such payments; and

WHEREAS, the parties hereto desire to replace the Agreements with one permanent and irrevocable easement document as hereinafter set forth for such crossings and occupations.

NOW, THEREFORE, Grantor, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, and in further consideration of Grantee keeping and performing the covenants and conditions hereinafter stated on the part of Grantee to be kept and performed, does hereby grant unto Grantee, to the extent the title of Grantor so permits, an easement only for the actual physical space and dimensions required for the current physical facilities now existing pursuant to the Agreements, and the right to maintain, repair, renew, replace, use and remove said facilities. Such facilities, together with any appurtenances thereto are hereinafter referred to singularly as the "FACILITY" and collectively as the "FACILITIES".

TOGETHER WITH the right of ingress and egress to and over said lands and any adjoining land of Grantor insofar as necessary for the maintenance, repair, alteration, renewal, replacement, relocation, use and removal of the FACILITIES, after proper notification to Chief Engineer of Grantor or his designee.

1.1 The location and construction plans referred to in the Agreements shall continue to apply to the FACILITIES, and no change shall be made thereto, including, but not limited to, change in location, nature, size, number, or use



MAY 28 1993

Ann D. Patton
Auditor Lake County

STATE OF INDIANA / S. NO. LAKE COUNTY FILED FOR RECORD

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Barnes-Thornburg 1313 Merchants Bnk Bld. 11 S. Meridian st. Dds: 46209

of any FACILITY without the prior written consent of the Chief Engineer of Grantor or his designee, (hereinafter referred to as the "Chief Engineer"), which consent shall not be unreasonably withheld.

1.2 The work of maintenance, repair, alteration, renewal, relocation, replacement, or removal of the FACILITIES shall be done by and at the sole cost and expense of Grantee under general conditions satisfactory to and approved by the Chief Engineer, which approval shall not be unreasonably withheld and shall not interfere with the proper and safe use and operation of the property or operations of Grantor; provided, however, that if any governmental entity having jurisdiction over the FACILITIES has determined the manner and means of maintenance, repair, renewal, replacement, or removal thereof, then such determination shall prevail, provided such determination is more restrictive than Grantor's, and Grantee agrees to comply therewith at all times at its sole cost and expense.

1.3 Grantee, at its sole cost and expense, when performing any work in connection with the FACILITIES, shall furnish watchmen to keep persons, equipment and materials a safe distance from the tracks and operations of Grantor.

1.4 In addition to, but not in limitation of any of the foregoing provisions, if at any time Grantor should deem flagmen, watchmen, or inspectors desirable or necessary to protect its operations, property, employees, patrons, or licensees during the course of maintenance, repair, renewal, replacement, or removal of the FACILITIES, Grantor shall have the right to place such flagmen, watchmen, or inspectors and Grantee agrees to bear the full cost (as specified in Section 7 of this Easement Agreement), risk and expense thereof and to promptly reimburse Grantor upon demand. The furnishing or failure to furnish flagmen, watchmen or inspectors by Grantor shall not release Grantee from any liabilities assumed by Grantee hereunder.

2. If Grantee desires, or is required as herein provided, to revise, replace, or add to any of the FACILITIES, it shall submit detailed plans satisfactory to, and obtain the approval of, the Chief Engineer before any work is commenced, which approval shall not be unreasonably withheld, and the terms and conditions of this Easement Agreement shall apply thereto. In the event Grantee desires to engage in expansion, or changes in the existing FACILITIES (including without limitation any changes in the nature of the product carried by, through, in, or upon the FACILITIES), Grantor reserves the right to, at its sole discretion, to assess additional charges, which Grantor and Grantee hereby agree to negotiate in good faith.

3.1 Grantee shall maintain, repair and renew the FACILITIES and shall, upon notice from Grantor, promptly make such repairs and renewals thereto as may be required by Grantor. In the event of any emergency, Grantee shall take immediate steps to perform any necessary repairs, in which case, Grantee shall provide notification to Grantor of all work performed promptly after completion of said work. It is not the intent of either party hereto to circumvent the terms of any labor contract between the parties hereto and their respective labor organizations or unions.

3.2 "Emergency", as used herein, shall mean a condition causing an actual interruption to, or interference with; (i) the operation of Grantor's rail transportation business, or (ii) the operation of Grantee's FACILITIES for their intended purposes, or (iii) a condition that caused or is causing any loss or injury to any property of Grantor or Grantee and their employees or of any other individual or entity, or (iv) a condition which, if not immediately corrected, would imminently cause such interruption or interference, loss or injury, to either Grantor or Grantee.

4.1 Grantor shall have the right to inspect the FACILITIES at any time, and to approve the materials used in the maintenance, repair, renewal, or replacement of the FACILITIES.

4.2 The right of inspection of the FACILITIES by Grantor shall extend for an appropriate distance on each side of the property of Grantor, inasmuch as the method of construction and the materials used in the construction, maintenance, repair, renewal or replacement of the FACILITIES adjoining the property of Grantor may have a significant impact upon the strength and stability of the FACILITIES over, under, upon, or in the property of the Grantor.

5. Grantee shall comply with all statutes, regulations, orders, directives, ordinances and similar promulgations of law applicable to the FACILITIES, and shall assume all cost, expense and responsibility in connection therewith, without any liability therefor on the part of the Grantor, and Grantee shall indemnify, defend (at Grantor's option) and hold Grantor harmless from and against all costs, fines, penalties and expenses arising from the failure of Grantee to so comply.

6.1 Grantee understands that the railroad operations at or near the FACILITIES involve risk, and Grantee, as part of the consideration for this Grant, and with full knowledge and appreciation of such risk, hereby releases and waives any right to ask for or demand damages of any type, including direct or consequential damages, for or on account of any loss or injury to any property of Grantee and its

employees, including property in the care, custody and control of Grantee, and to the FACILITIES and contents thereof that are over, under, upon, or in the property of Grantor, including loss of, or interference with, service or use thereof, except, and to the extent due to the negligence or willful acts or omissions of Grantor.

6.2 Grantee shall indemnify, save harmless and defend (at Grantor's option) Grantor from and against all cost and expense arising from, or in connection with, any and all losses, damages, detriments, suits, claims, demands, costs and charges which Grantor may directly or indirectly suffer, sustain, or be subjected to by reason of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation, replacement, or removal of the FACILITIES, in, on, about, under, over, or from the property of Grantor, whether such loss and damage be suffered or sustained by Grantor or by its patrons, or licensees, or other persons or entities, including Grantee, its patrons, and licensees and whether attributable to the act, omission or neglect of Grantor or any other person or entity, except when proved by Grantee to be due directly to the sole negligence of Grantor.

6.3 Notwithstanding anything contained in Section 6.2, and irrespective of any negligence of Grantor, Grantee assumes sole responsibility for, shall indemnify, save harmless, and defend (at Grantor's option) Grantor from and against all claims, actions, or legal proceedings arising, in whole or in part, from (i) the failure of Grantee to comply with any obligations imposed on it by this Easement Agreement, or (ii) any claims, actions, or legal proceedings under the Federal Employer's Liability Act ("FELA") and any amendments to FELA now or hereafter in effect, alleging or claiming, in legal effect, that Grantor in respect to that portion of its land which lies under or near the FACILITIES, failed to correct or guard against an unsafe condition or failed to furnish a safe place to work. Failure by Grantor to; (i) make verbal or written complaints to Grantee with respect to unsafe working conditions, or (ii) with respect to Grantee's failure to carry out its obligations under this Easement Agreement, or (iii) knowledge on the part of Grantor of such unsafe working conditions or place to work, or (iv) such failures by Grantee to carry out its obligations under this Easement Agreement, shall not be deemed to constitute acquiescence therein or waiver of by Grantor or actionable negligence on the part of Grantor.

6.4 If a claim or action is made or brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.

7. Except as provided in Section 9.1 and 9.2 of this Easement Agreement, all cost and expense in connection with the maintenance, repair, alteration, renewal, relocation, replacement, or removal of the FACILITIES shall be borne by Grantee, and in the event of work being performed or material furnished by Grantor under the stipulated right to perform such work under any section hereof, Grantee agrees to pay to Grantor the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses, and the actual cost of labor plus the current applicable overhead percentages as developed and published by the Accounting Department of Grantor for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employer's liability insurance, public liability insurance, and other insurance, taxes and all other indirect expenses, including but not limited to, automobile mileage charges then in effect as published by the United States Government. It is understood that such material and labor overhead charges shall be applied at the rates which are effective at the time of the performance of any such work by employees of Grantor. Grantee agrees to pay such bills within thirty (30) days of the presentation thereof by Grantor, subject to subsequent audit and adjustment rights.

8. Upon the removal or abandonment of any of the FACILITIES, Grantee shall in a manner reasonably satisfactory to Grantor and with respect to such abandoned or removed FACILITIES; (i) remove from Grantor's property such of the FACILITIES as shall have been abandoned, or abandon in place with the approval of the Chief Engineer, which approval and satisfaction shall not be unreasonably withheld, (ii) restore the property, and (iii) deliver to Grantor a release of this Easement Agreement in recordable form. If Grantee fails or refuses to remove such FACILITIES within one hundred eighty (180) days after requested to do so by Grantor, Grantor shall have the right but not the obligation, to (a) remove such FACILITIES at the sole cost and expense of Grantee, and (b) Grantor shall not be liable to Grantee for such removal. The term "abandonment" as used herein shall mean the cessation of use for a period of not less than one year.

9.1 Grantee shall, at its sole cost and expense within thirty (30) days following receipt of notice from Grantor, commence to relocate, strengthen, support, or otherwise protect or modify any of the FACILITIES and thereafter promptly complete such work, (any such requested action being hereinafter referred to as a "Modification"). Where available, and if necessary, Grantor shall provide so much of its land or improvement to Grantee for such Modification without additional compensation from Grantee. The obligation of Grantee to pay for such Modification shall be

conditioned upon such Modification being necessary for the legitimate conduct of the railroad operations of Grantor, or being required of Grantor by a governmental entity, irrespective of whether such necessity or requirement is temporary or permanent. All construction in connection with any Modification shall comply with the terms and conditions of this Easement Agreement.

9.2 With respect to Modifications, the cost and expense of which is Grantee's responsibility, Grantor agrees that Grantee shall be given an opportunity to seek alternative methods, acceptable to Grantor, which would eliminate the necessity of relocating FACILITIES of Grantee, including but not limited to the acquisition of additional land at Grantee's sole cost and expense, which could accommodate the relocation or improvement of Grantor's railroad operating facilities.

10.1 In the event the FACILITIES consist of electrical power or communication wires and appurtenances, Grantee shall promptly, upon verification that their FACILITIES are causing inductive interference, remedy any inductive interference growing out of, or resulting from the presence of the FACILITIES, and if Grantee fails to do so immediately, then Grantor may do so, and Grantee agrees to pay to Grantor on demand the full cost and expense thereof.

10.2 In the event the FACILITIES consist of an underground occupation, Grantee shall be responsible for any settlement caused to the land, tracks, facilities, and appurtenances of Grantor arising or resulting, from the maintenance, repair, alteration, renewal, relocation, replacement, or removal of the FACILITIES for a period of one (1) year subsequent to the date of completion of such work, and Grantee agrees, in addition to its covenants set forth in Section 6.2 hereof, to pay to Grantor on demand the full cost and expense of correcting such settlement.

11. As further part of the consideration for this Easement Agreement, Grantee shall indemnify, defend (at Grantor's option), and hold Grantor harmless from and against any liens, assessments, taxes, or charges of any kind made against Grantor or any of its property by reason of the construction, maintenance, or use of any of the FACILITIES, and Grantee shall pay Grantor, promptly upon bills rendered therefor, the full amount of any such liens, assessments, taxes, or charges rendered against Grantor or any of its property, including penalties, interest, late fees, and the costs to remove or bond any lien, assessment, tax, or charge from official records.

12. If any part of this Easement Agreement is determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity, legality, or

enforceability of any other part of this Easement Agreement, and the remaining parts of this Easement Agreement shall be enforced as if such invalid, illegal, or unenforceable part were not contained herein.

13. The rights herein granted are subject to the railroad uses and facilities of Grantor located on the land hereinabove described. Grantor reserves the right to use such land, or any part thereof, for rail transportation and related purposes and for all other purposes which are not inconsistent, or which do not interfere, with, or impair, the rights granted by this Easement Agreement.

14.1 If the Grantee's right to exercise the rights herein granted shall be challenged through legal process by any third party on the grounds that the Grantor did not have sufficient interest to grant such rights, the Grantor consents and agrees in such event, and insofar as it may lawfully do so, to the acquisition by the Grantee of such rights by (or in lieu of) the power of eminent domain, but in the event of the exercise of such power by Grantee, such rights shall be subject to any exercised in accordance with the terms and provisions of this Easement Agreement.

14.2 In the event Grantee is unable to acquire such rights by (or in lieu of) eminent domain, as a result of a successful legal challenge, then Grantor shall pay to Grantee, and Grantee hereby agrees to accept, as liquidated damages, the amount of consideration paid under this Easement Agreement by Grantee, prorated, however, to the portion or portions of land under this Grant which Grantee is unable to acquire and Grantee hereby irrevocably waives any and all rights it may have to claim any damages it may suffer by reason of a third party's challenge as set forth in Section 14.1 hereof.

15. The words "Grantor", "Grantee", "party" and "parties" used herein shall include the subsidiaries, affiliates, directors, officers, agents and employees of Grantor and Grantee.

16. The terms and conditions of this Easement Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

17. Except as otherwise provided in Section 3.1 hereof, Grantee shall not commence any work of maintenance, Repair, alteration, renewal, relocation, replacement, or removal of the FACILITIES unless and until the mechanics of construction and all matters related thereto shall have received the approval of the Chief Engineer, which approval shall not be unreasonably withheld.

18. Grantee hereby agrees to pay all costs and fees in conjunction with the filing or recording of this instrument in or with any public place or with any public agency or subdivision and shall provide Grantor a copy of the recorded Easement Agreement.

19. Every notice, approval, consent, demand or other communication required or permitted under this Easement Agreement shall be deemed sufficiently given if sent postage prepaid by overnight courier or United States certified or registered mail, addressed as follows:

To Grantor:

Consolidated Rail Corporation
Two Commerce Square
2001 Market Street
P. O. Box 41411-11C
Philadelphia, PA 19101-1411
Attention: Chief Engineer D & C

To Grantee:

AKR Pipeline Company
500 Renaissance Center
Detroit, Michigan 48243
Attention: Vice President - Operations

Either party may change its address by notice given to the other. Notice shall be deemed given when received.

20. The failure or delay on part of either party to enforce or exercise at any time any of the provisions, rights or remedies in this Easement Agreement shall in no way be construed to be a waiver thereof, nor in any way to affect the validity of this Easement Agreement or any part hereof, or the right of the party to thereafter enforce each and every such provision, right or remedy. No waiver of any breach or violation of this Easement Agreement shall be held to be a waiver of any other subsequent breach or violation.

21. This Easement Agreement shall be construed, governed and enforced in accordance with the laws of the State of Indiana.

22. Any and all obligations, liabilities or covenants which arose, may have arisen or were incurred by either party prior to the termination or partial termination of this Easement Agreement shall survive such termination.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Grant to be fully executed the day and year first above written.

Attest:

CONSOLIDATED RAIL CORPORATION

Wilberta C. Jackson
Wilberta C. Jackson
Assistant Secretary
(affix seal)

By: Joseph S. Bottino
Joseph S. Bottino
Manager-Conversion Group

Approved as to
form C.E. Mechem
C.E. Mechem (date)

Document is
NOT OFFICIAL!

This Document is the property of
the Lake County Recorder!

Attest:

ANR PIPELINE COMPANY

Drake D. Hill
Drake D. Hill
Assistant Secretary
(affix seal)

By: J. P. Lucido
J. P. Lucido
Vice President

APPROVED
AS TO FORM
4-12-93
DATE



ACKNOWLEDGEMENT

Commonwealth of Pennsylvania :
: SS
County of Philadelphia :

On this 22 day of APRIL, 1993, Joseph S. Bottino personally appeared before me, the undersigned, a notary public, who acknowledged that he is the Manager - Conversion Group of Consolidated Rail Corporation, and that he executed the foregoing and affixed the corporate seal thereto on behalf of the said corporation for the purposes therein contained.

Document is NOT OFFICIAL!

This Document is the property of George J. Hall, Jr. Notary Public the Lake County Recorder!

Notarial Seal
George J. Hall, Jr., Notary Public
Philadelphia, Philadelphia County
My Commission Expires June 22, 1996
Member, Pennsylvania Association of Notaries



State of Michigan :
: SS
County of Wayne :



On this 14th day of April, 1993, J. P. Lucido personally appeared before me, the undersigned, a notary public, who acknowledged that he is the Vice President of ANR Pipeline Company, and that he executed the foregoing and affixed the corporate seal thereto on behalf of the said corporation for the purposes therein contained.

Kathryn Balow
Notary Public

KATHRYN BALOW
Notary Public, Wayne County, Michigan
My Commission Expires: 8-7-94

This instrument was prepared by Leo F. Byrne, Consolidated Rail Corporation, 3501 Island Avenue, Philadelphia, Pennsylvania 19153.

APPENDIX "A" - LAKE COUNTY, INDIANA

RENT NO	REGISTRY	DATE	RAILROAD LOCATION	L.C.	MP FROM	MP TO
93033102	92949-1	05-03-1949	ST JOHN, IN	8431	015.59	015.59
93033152	123570	04-01-1960	ST JOHN, IN	8431	015.59	015.59

Count: 2.



APPENDIX B

ADDENDUM TO GRANT OF EASEMENT

THIS ADDENDUM TO EASEMENT AGREEMENT, made this _____ day of _____, 19__ between CONSOLIDATED RAIL CORPORATION, a Pennsylvania Corporation with its registered office at Two Commerce Square (2001 Market Street), Philadelphia, Pennsylvania, 19101-1417 (hereinafter referred to as "Grantor") and ANR PIPELINE COMPANY, a Delaware Corporation, with its principal offices located at 500 Renaissance Center, Detroit, Michigan 48243 (hereinafter referred to as "Grantee").

WHEREAS, the parties hereto have entered into an Easement Agreement on the 29th day of March, 1993, Grantor's Registry No. _____, and recorded on the _____ of _____, 19__, and recorded in the County of _____, and State of _____, in Deed/Record Book _____, at Page _____, and

WHEREAS, the parties hereto desire to amend the aforesaid Easement Agreement to permit the addition of _____ crossing over, across, or under the land and tracks of Grantor's _____, Line Code _____, at Mile Post _____ (This is the property of _____) at a point _____, in the _____ of _____, in the County of _____, and State of _____, in accordance with and as shown on Plan Number _____, dated _____, attached hereto and made part hereof.

NOW, THEREFORE, Grantor, for and in consideration on One Dollar (\$1.00), and other good and valuable considerations, the receipt and sufficiency of which hereby acknowledged, and in further consideration of Grantee keeping and performing the covenants and conditions of the aforesaid Easement Agreement does hereby grant and convey unto Grantee, its successors and assigns, to the extent the title of Grantor so permits, an easement only for the actual physical space and dimensions required for the new facilities or additional crossing and for the right to construct, maintain, repair, alter renew, replace, relocate, use and remove, which shall be subject to all the terms of the aforesaid existing easement Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this ADDENDUM to be fully executed the day and year first above written.

ATTEST:

Secretary

CONSOLIDATED RAIL CORPORATION
By _____

ATTEST:

Secretary

ANR PIPELINE COMPANY
By _____