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R/W No XCR - 33  
COUNTY Lake  
STATE Indiana

MARY **FILED**  
RECORDED

SEP 20 1996

SAM ORLICH  
AUDITOR LAKE COUNTY

B

**RIGHT-OF-WAY AGREEMENT**

That the undersigned (hereinafter referred to as "Grantor" whether one or more), for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey and warrant unto **NATURAL GAS PIPELINE COMPANY OF AMERICA**, a Delaware corporation, having its principal office at 701 East 22nd Street, Lombard, Illinois, 60148 (hereinafter referred to as "Grantee"), its successors and assigns, a right of way and easement for the purposes of constructing, operating, maintaining, replacing, changing the size of, testing, altering, moving and abandoning in place or removing a pipeline (and all appurtenances necessary thereto) for the transportation of gas or other substances or liquids transportable by pipeline on, over, under, across and through a strip of land thirty (30) feet in width on the following described land of Grantor in the County of Lake, State of Indiana, to-wit:

KEY 13-1-114

A 30 foot strip of land lying southerly of, parallel to, and abutting the south right of way line of the Elgin, Joliet & Eastern Railway Company right of way in that part of the Southwest Quarter (SW 1/4) of Section 4, Township 35 North, Range 9 West of the 2nd P.M., lying west of the west line of lands conveyed to the Indiana Harbor Railroad Company by deed recorded in Book 114, Pages 407 & 408; south of the south line of said E.J. & E. Railway right of way conveyed by deed in Book 42, Page 278; and east of the east line of lands conveyed to the Pittsburgh, Cincinnati, Chicago and St. Louis Railroad by deed in Book 101, Pages 93, 94, and 95.

**TO HAVE AND TO HOLD** said right of way and easement unto Grantee, its successors and assigns, until said pipeline be constructed and so long thereafter as a pipeline is maintained thereon, together with the right of ingress and egress to and from said strip across the adjacent land of Grantor and all privileges necessary or convenient for the full use of the rights herein granted.

THIS INSTRUMENT PREPARED BY  
RENEZ GREENE, ATTORNEY 701 EAST 22nd STREET  
LOMBARD, ILLINOIS 60148

001226

B. O. [Signature]

It is further agreed as follows:

1. That during the original construction only the Grantee may utilize additional areas of land not to exceed a total of thirty (30) feet in width adjacent to the easement strip for temporary work space only. In addition, when encountering steep, uneven or rough terrain, and at road, railroad, river or stream crossings, Grantee may also use temporary additional work space as may be necessary.
2. That during construction Grantee will bury all line pipe to provide a minimum of thirty-six (36) inches of cover except in rock where the pipeline will be buried at the lowest depth above the 36 inches above specified as normal construction methods will permit.
3. That Grantee shall remove the topsoil from the trench, segregate and replace in its original relative position.
4. GRANTEE shall pay the then owners of said land and any tenant or lessee thereof, as their respective interests may appear, for any damage to fences, improvements, growing crops and timber which may be caused by the exercise of the rights herein granted.
5. GRANTOR is granting an easement only as herein described and among all other right retained by GRANTOR, GRANTOR expressly reserves the right to construct roadways across the easement, asphalt-type parking areas, sidewalks, curbs, sewer lines, water mains, any other public or private utilities and any other improvements over, under, across and through the said right-of-way easement which do not interfere with GRANTEE's use thereof, provided that no surface or buried foundation for residential, commercial or industrial buildings shall be located on the said right-of-way easement.
6. GRANTEE assumes, agrees and promises to pay for all loss or damage to property and injury to or death of any person, or persons whomsoever, arising from or in connection with the construction, maintenance, repair, renewal, reconstruction, operation, use or removal of the pipeline by GRANTEE, or any defect therein or failure thereof, and forever indemnifies the GRANTOR, his grantees and assigns, against and agrees to save him harmless from any and all claims, demands, lawsuits, or liability for any such loss, damage, injury and death, costs and expense resulting directly from the construction or operation of said pipeline by GRANTEE.

7. The terms, conditions and provision of this grant shall extend to and be binding upon the heirs, devisees, executors, administrators, successors and assigns of the parties hereto. The undersigned release and waive all rights under and by virtue of the Homestead Exemption Laws of this state.

Dated this 16 day of SEPTEMBER, 1998.

**Document is**

**NOT OFFICIAL!**

*William M. Doeing*  
**This Document is the property of**

William M. Doeing

**the Lake County Recorder!**

Stella M. Doeing

*Stella M. Doeing*

**STOP**

**ACKNOWLEDGMENT**



State of Indiana )

County of Lake )

This instrument was acknowledged before me on 9-16-98  
by STELLA DOEING and WILLIAM DOEING

(SEAL)

Helen Bull  
Notary Public