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R/W No. XCR - 28  
COUNTY Lake  
STATE Indiana

**FILED**

OCT 2 1996

SAN CHILCH  
AUDITOR LAKE COUNTY

**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 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:

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF



**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

96065577

96 OCT - 2 AM 10: 30

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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NGPL  
2 P.O. BOX 2427 Joliet Ill. 60434

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.

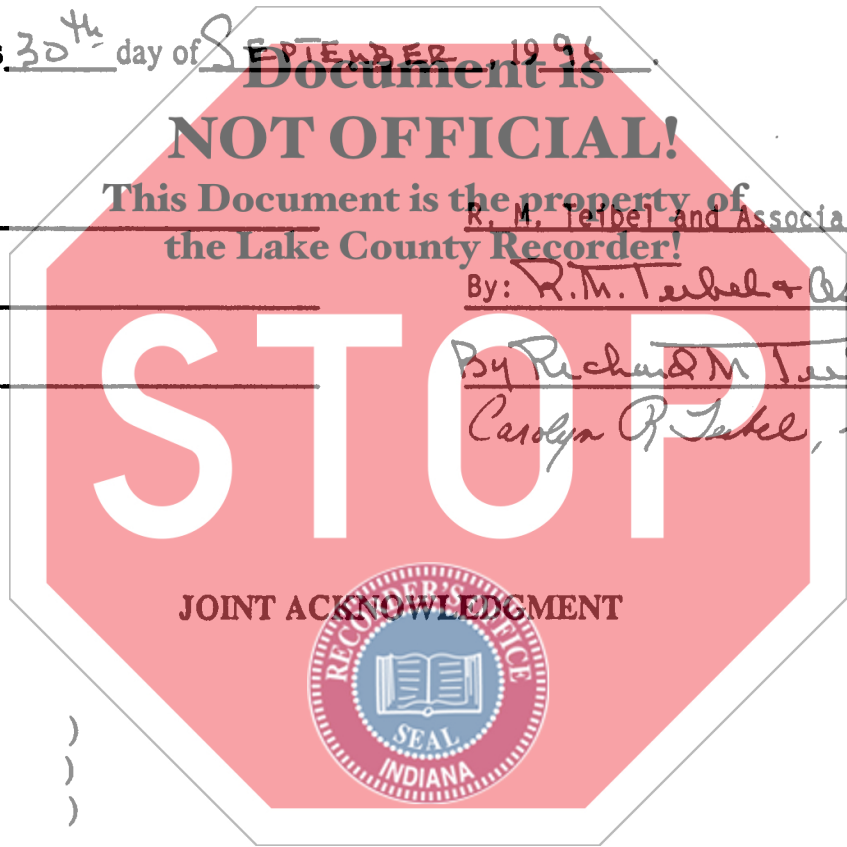
4. GRANTEE shall pay the then owners of said land and any tenant or lessee thereof, as their respective interests may appear, for any damage to fences, improvements, growing crops and timber which may be caused by the exercise of the rights herein granted.

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 30<sup>th</sup> day of SEPTEMBER, 1996



R. M. Teibel and Associates, Inc.  
This Document is the property of  
the Lake County Recorder!

By: R. M. Teibel & Assoc. Inc.  
By Richard M. Teibel, Pres.  
Carolyn P. Teibel, Secretary

State of Indiana )  
                          )  
County of Lake )

This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_ and \_\_\_\_\_

(SEAL)

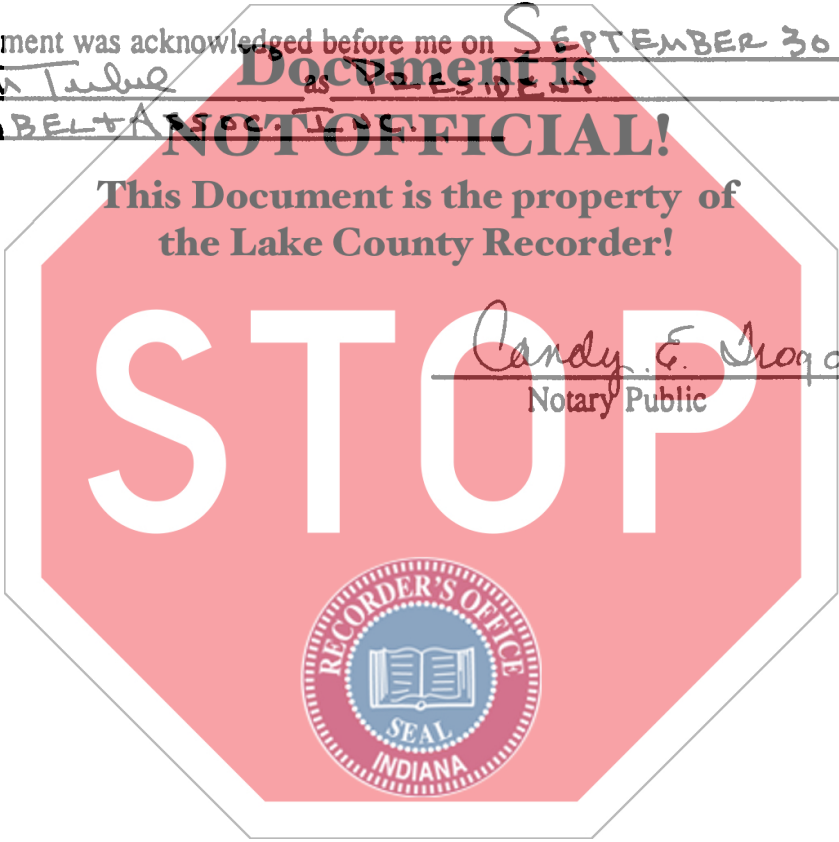
\_\_\_\_\_  
Notary Public

**CORPORATION ACKNOWLEDGMENT**

State of Indiana )  
County of LAKE )

This instrument was acknowledged before me on SEPTEMBER 30, 1996  
by Richard H. Taylor as PRESIDENT  
of R.M. TELBELT ASSOCIATES, INC.

(SEAL)



Said 30 foot strip being a part of the North Half of Section 8, Township 35 North, Range 9 West being more particularly described as follows: Commencing at the Northwest Corner of said Section 8; thence South 1 degree, 03 minutes, 00 seconds East, along the West line of said Section 8 a distance of 1910.46 feet to a point on the South right of way line of the Elgin, Joliet and Eastern Railroad; thence North 69 degrees, 17 minutes, 00 seconds East along said South right of way line a distance of 266.53 feet to a point of beginning of said 30 foot strip; thence continuing North 69 degrees, 17 minutes, 00 seconds East a distance of 4,022.55 feet to a point, said point being the Northwest Corner of Lot #3 in Deer creek Park Unit 3 as shown in plat book 64, page 33.; thence South 1 degree, 23 minutes, 30 seconds East along the West line of said Lot 3 a distance of 31.79 feet; thence South 69 degrees, 17 minutes, 00 seconds West on a line 30 feet South of and perpendicular to the South line of the Elgin, Joliet and Eastern Railroad right of way a distance of 4,023.38 feet to the approximate centerline of Dyer Ditch; thence North 8 degrees, 02 minutes, 08 seconds East along the approximate centerline of said ditch a distance of 34.22 feet to the point of beginning.

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