

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MORRIS W. CARTER
RECORDER

99068096

R/W No.: 100-08-1027

RIGHT OF WAY GRANT

For and in consideration of Ten Dollars (\$10.00) and other valuable considerations receipt of which hereby is acknowledged **Thomas O. Malsch AND Cheryl M. Malsch (Husband and Wife)** (hereinafter called **GRANTOR**) for themselves, their heirs, executors, administrators, successors and assigns hereby grant, convey and warrant to **ANR PIPELINE COMPANY**, a Delaware Corporation, 500 Renaissance Center, Detroit, Michigan 48243, its successors and assigns, (hereinafter called **GRANTEE**) the right to construct, operate, maintain alter, repair, replace, move and remove a pipeline and appurtenances for the transportation of gas, oil or other substances which can be transported through a pipeline, over, through, upon and under the following real estate situated in Lake County, State of Indiana, to-wit:

SEE ATTACHED EXHIBIT "A"

AUG 13 1999

**PETER BENJAMIN
LAKE COUNTY AUDITOR**

This right of way is granted together with the right of ingress and egress at convenient points for such purposes; hereby releasing and waiving all rights under and by virtue of any applicable homestead exemption laws.

The said Grantor shall have the right to use and enjoy the surface of said premises, but shall not interfere with the use of the same by Grantee for any of the purposes hereinabove granted, and Grantor shall not construct or maintain, or permit to be constructed or maintained, any house, structure or obstruction, on or over said permanent right-of-way; and shall not change the grade over or plant trees on said right-of-way. Grantor also grants to Grantee the right at any time to clear and keep clear the permanent right-of-way, and, during construction, the temporary work space, of all timber, trees, undergrowth and obstructions. Grantee covenants and agrees that it will bury its pipeline constructed hereunder below ordinary plow depth.

Grantee shall replace in a good and workmanlike manner all tile cut in the construction of its line hereunder.

ANR Pipeline Company

*17.00
E.P.
002732*

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Grantee agrees to pay to the owner of said land and to any tenant or lessee thereof, as their respective interests may appear, any damages to fences, growing crops and merchantable timber which may be caused by constructing, operating, maintaining, altering, repairing, replacing, moving or removing the pipeline and appurtenances hereunder authorized.

TO HAVE AND TO HOLD said right-of-way unto said Grantee, its successors and assigns until a pipeline is constructed upon the above described real estate and so long thereafter as a pipeline is maintained thereon.

The rights herein granted may be assigned in whole or in part.

It is understood that the person securing this grant is without authority to make any agreement in respect of the subject matter hereof not herein expressed.

Signed and delivered on this 6th day of AUGUST, 1999.

CROSS-REFERENCE. In accordance with Indiana Code 32-5-2-2-(a), the easement described herein concerns real estate acquired by the Grantor by deed dated 8/16/90, and recorded in the Office of the Recorder of Lake County, Indiana, as Instrument No. 133828 on 11/13/90.

**SIGNED & ACKNOWLEDGED
IN PRESENCE OF:**

John P. Wille

WFB
WILLIAM F. BURNS



Thomas O. Malsch

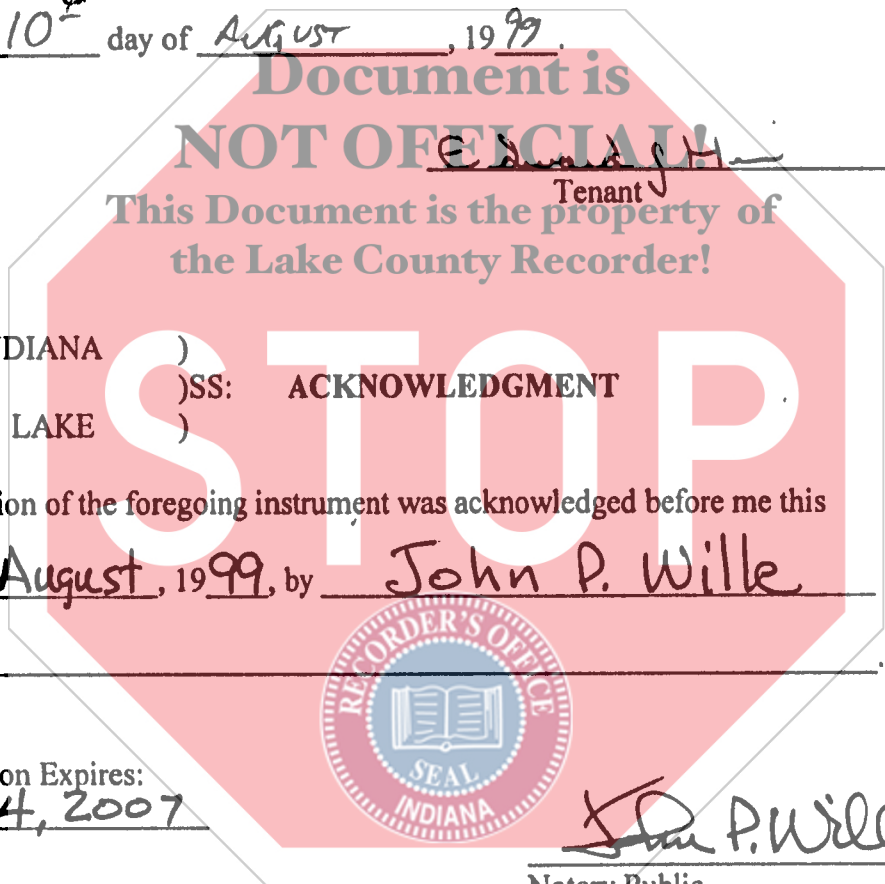
Thomas O. Malsch

Cheryl M. Malsch

Cheryl M. Malsch

In consideration of \$1.00 and other valuable consideration, I, the undersigned, hereby adopt and join in the execution of the above and foregoing grant and consent to the enjoyment by the Grantee therein of the rights granted by the foregoing right-of-way grant.

Dated this 10th day of AUGUST, 1999.



Edward J. Han
Tenant
This Document is the property of
the Lake County Recorder!

STATE OF INDIANA)
) SS: ACKNOWLEDGMENT
COUNTY OF LAKE)

The execution of the foregoing instrument was acknowledged before me this
6th day of August, 1999, by John P. Wille

My Commission Expires:
April 4, 2007

John P. Wille
Notary Public
Residing in Lake County, IN

THIS INSTRUMENT PREPARED BY:
Douglas E. Reichley
ANR Pipeline Company
500 Renaissance Center
Detroit, Michigan 48243

R/W NO.: 100-08-1027

EXHIBIT "A"

DESCRIPTION OF PROPERTY

The East Half of the Southwest Quarter (E-1/2 of SW-1/4) of Section 35, Township 35 North, Range 9 West of the Second Principal Meridian, EXCEPTING therefrom that part described as follows: Beginning at the Southeast corner of the Southwest Quarter of said Section 35; thence N.89°24'09"W. along the South line of the Southwest Quarter of said Section 35, a distance of 37311 feet to a point; thence N.40°29'21"E. a distance of 177.85 ft. to a point; thence N.50°29'50"E. a distance of 330.21 ft. to a point on East line of the Southwest Quarter of said Section 35; thence S.0°27'43"E. along the East line of the Southwest Quarter of said Section 35 a distance of 349.20 ft. to the place of beginning of this description. ALSO EXCEPT THE FOLLOWING DESCRIBED PARCEL: A parcel of land in the Southwest Quarter of Section 35, Township 35 North, Range 9 West of the Second Principal Meridian in Lake County, Indiana, and more particularly described as commencing at the Southwest corner of said Section 35, thence N.90°00'00"E. along the South line of said Section 35, 2075.25 ft.; thence N.00°45'24"W., 61.35 ft to the point of beginning being 40 feet from the centerline of the West 101st Avenue pavement; thence continuing N.00°45'24"W., 213.00 ft.; thence S.89°14'36"W., 218.78 ft; thence S.14°31'51"W., 126.25 ft. to a point 40.00 ft. from the said centerline; thence continuing at a distance of 40.00 ft. from and parallel with the said center line which is concave to the Northeast a curved distance of 266.81 ft. to the point of beginning. ALSO EXCEPT THE FOLLOWING DESCRIBED PARCEL: A parcel of land in the Southwest quarter of Section 35, Township 35 North, Range 9 West of the 2nd Principal Meridian in Lake County, Indiana and more particularly described as commencing at the Southwest corner of said Section 35; thence N.90°00'00"E. along the South line of said Section 35, 1500.25 ft.; thence N.24°09'30"E., 259.18 ft. to the point of beginning being 40.00 ft. from the centerline of the West 101st Avenue pavement; thence continuing N.24°09'30"E., 105.90 ft.; thence N.28°10'10"W., 121.25 ft.; thence N.65°50'30"W., 118.19 ft.; thence S.24°09'30"W., 180.00 ft. to a point of 40.00 ft. from the said centerline; thence S.65°50'30"E., 214.16 ft. to the point of beginning AND ALSO EXCEPT that part lying Southerly of the centerline of the 101st Avenue, all in the Lake County, Indiana.

DESCRIPTION OF PERMANENT RIGHT OF WAY

A strip of land 60 feet in width, lying parallel, adjacent and southerly of grantee's 22 inch presently existing pipeline A portion of this right of way will overlap 25 feet of grantee's presently existing right of way.

TEMPORARY WORK SPACE

A strip of land for temporary work space 35 feet in width, lying southerly, parallel and adjacent to the above described permanent right-of-way to be used only during construction of the pipeline. Grantee also shall be entitled to the use of such additional width as may be reasonably required in the exercise of its rights hereunder for crossing with a pipeline such things as a river, stream, drainage ditch, canal or other waterway, road, railroad, pipeline or other like obstruction encountered on or adjacent to hereinabove described right-of-way. Grantor will receive reasonable compensation for such additional width required.

EXTRA WORK SPACE

50 ft X 150 ft. on the East side of the road.

The above extra work space is to be used only during construction of the pipeline.

