

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

January 24, 1996

2000 001990 SUBORDINATION AGREEMENT 2000 JAN 11 AM 9:17

MORRIS W. GANTNER RECORDER
STP-N692(004)
8354340 ✓
Road SR 55
INDOT Contract No. R-24312
County Lake

This AGREEMENT, made and entered into this 6th day of December, 19 99 by and between

ANR Pipeline Company

500 Renaissance Center

Detroit MI 48243-1902

(hereinafter referred to as the "Utility"), and the State of Indiana, through the Indiana Department of Transportation, (hereinafter referred to as the "State").

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WITNESSETH:

WHEREAS, the State, desires to improve and/or maintain the condition of the above referenced road and has determined to perform the construction designated by the above project number (hereinafter referred to as the "Project");

WHEREAS, the State desires to acquire the real estate interest described in attached Exhibit "A" (hereinafter referred to as the "real estate interest"), incorporated by reference, for highway purposes in connection with the project, and,

WHEREAS, the Utility has certain property rights in the real estate, and,

WHEREAS the Utility has performed certain alterations, modifications, and/or relocations of its existing facilities within, or adjacent to, the real estate interest in order to accommodate the State/s project.

Now, Therefore, for and in Consideration of the Mutual Covenants herein Recited, the Utility and the State do herein Agree as Follows:

Section I

The State hereby acknowledges all rights, powers and privileges presently held by the Utility in the real estate interest including the Utility's right to construct, maintain, or operate additional facilities in, along, above, under, or adjacent to the real estate interest to be acquired by the State.

Section II

The Utility agrees that its rights connected with the real estate interest shall be subordinate to the rights to be held by the State to the extent that the Utility's exercise of its rights interferes with the State's construction, maintenance, improvement and/or operation for highway purposes.

3300
7914

Section III

In the event the State abandons or otherwise disposes of its interest in the real estate because it is no longer necessary for highway purposes this subordination agreement shall be null and void.

Section IV

The exercise of the Utility's rights, powers, and privileges in connection with the real estate interest shall be subject to the State's statutes, rules, standard specifications, and published policies reasonably necessary for the protection of the highway and the public use thereof.

Section V

The costs of any future alterations and/or relocations of the Utility's facilities originally located in the area described in Exhibit "A" shall be reimbursed by the State in accordance with Indiana law when such alterations and/or relocations are done at State request.

Section VI

This contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

Section VII

This agreement shall be binding upon the parties and their successors and assigns.

Section VIII

The Utility shall indemnify the State against any damage to the State's real estate interest resulting from any act or omission of the Utility.

Section IX

This subordination agreement has been approved by the office of the Attorney General by letter dated January 24, 1996 as a form contract under I.C. 4-13-2-14.3(e). Any changes to the contract terms must be approved by the Attorney General of Indiana.

IN WITNESS HEREOF, the parties hereto separately and severally have caused this instrument to be executed in their respective names by and through their duly authorized officers.

THE UTILITY:

ATTEST:

ANR PIPELINE CO.
(Utility Name)

Pete R Scullen
ASSISTANT (Secretary of Utility-Signature)

J. Lucido
(Signature of Officer)

PETER R. SCULLEN
ASSISTANT (Secretary's Name, Printed or Typed)

JOHN P. LUCIDO
(Officer's Name, Printed or Typed)

SENIOR VICE PRESIDENT
(Officer's Position)

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APPROVED AS TO FORM
11/24/99
DATE

12-6-99
Date

ACKNOWLEDGEMENT

State of MICHIGAN County of WAYNE SS:
Before me, the undersigned Notary Public in and for said County and State, personally appeared
JOHN P. LUCIDO SENIOR VICE PRESIDENT & PETER R. SCULLEN ASSISTANT SEC.
(Names and offices of signers of Utility)

ANR PIPELINE COMPANY
(Name of Utility)

and acknowledged the execution of the foregoing contract on this 6th day of DECEMBER 1999.

Witness my hand and seal the said last day.

My Commission Expires: AUG. 22, 2003

(Seal)

James A. Narrod
(Signature)

JAMES A. NARROD
(Printed or Typed) (Notary Public)

MACOMB ACTING IN WAYNE
County of Residence

THE STATE OF INDIANA
by the Indiana Department of Transportation

By: Philip H. Klika

Chief, Division of Design
For: Cristine M. Klika
Commissioner

12/13/99
Date

ACKNOWLEDGEMENT

State of Indiana, County of Marion, SS:

Before me, the undersigned Notary Public in and for the County and State, personally appeared

PHILIP H. KLIKA

the Chief, Division of Design of the Indiana Department of Transportation, and acknowledged the execution of the foregoing contract on this 13th day of December, 1999.

My Commission Expires: 5/17/07

(Seal)

Gayle G. Ream
(Signature)

GAYLE G. REAM
(Printed or Typed) (Notary Public)

Marion
County of Residence

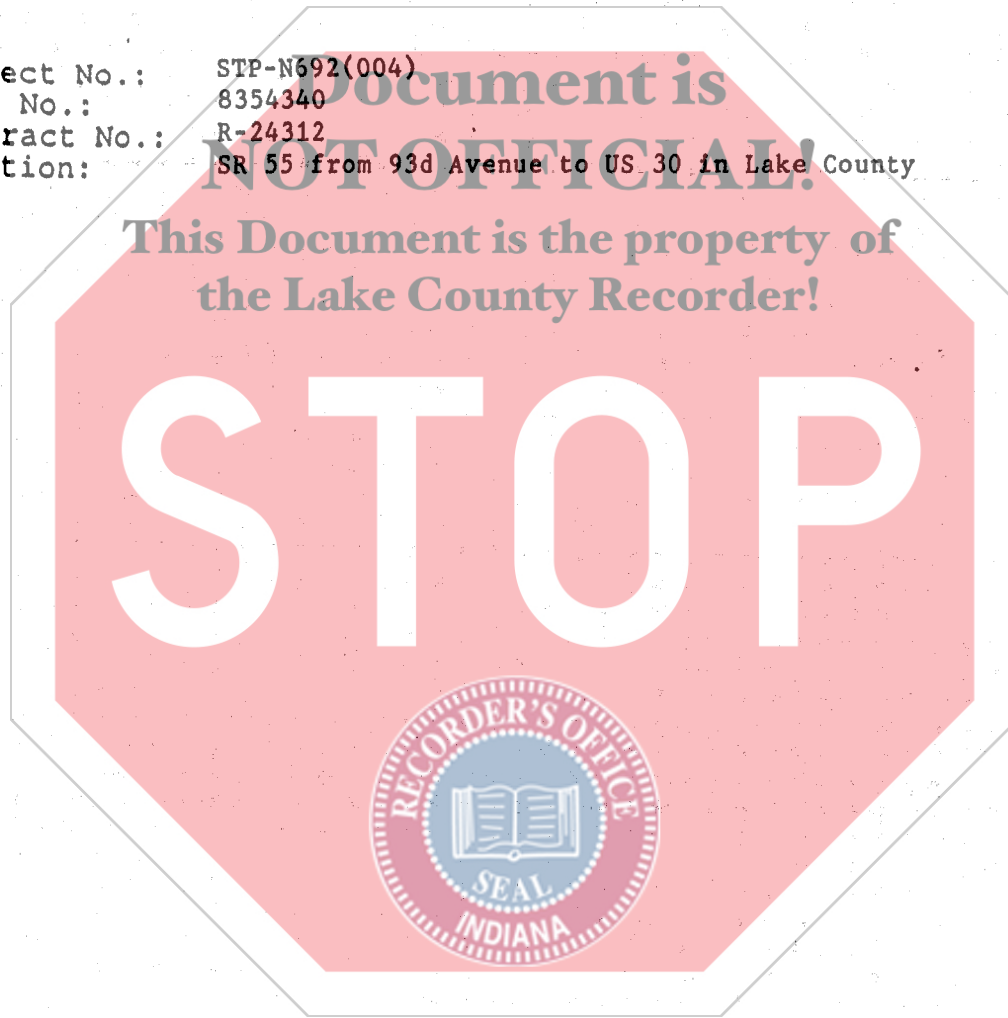
This document prepared by: Eugene E. Morris, P.E.

Received for filing:

State Land Office

The following documents are copies of the easement documents involved in this agreement. The real estate interest referred to in the agreement is where the land described in the following easement documents encroaches upon the land purchased by the State for the referenced project. This project may be further described as follows:

Project No.: STP-N692(004)
Des. No.: 8354340
Contract No.: R-24312
Location: SR 55 from 93d Avenue to US 30 in Lake County



397965

REC. 505 PAGE 525

IND-1042

Holy

RIGHT OF WAY CONTRACT

Draft No. 3659

Document Number 25261

Fee Number FOR AND IN CONSIDERATION OF One Hundred Sixty ----- Dollars (\$160.00)

Removal of title which is hereby acknowledged, Oscar H. Struebig and Matilda Struebig,

Micro-photographed by husband and wife,

hereinafter called Grantors, hereby grant, convey and warrant to MICHIGAN-WISCONSIN PIPE LINE COMPANY, a Delaware Corporation, hereinafter called Grantee, the right to construct, reconstruct, maintain, inspect, operate, replace, change or remove a gas or oil pipe line, or lines, and appurtenances ~~and construct or erect, maintain, inspect, operate, replace, change or remove tele- phone, telegraph and electrical line, or lines, and its appurtenances~~ over, through, under, across and upon the following described lands owned in fee by said Grantors, situated in the County of Lake State of Indiana and described as follows: The South three fourths (S 3/4) of the North-east Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) in Section Twenty-nine (29), Township Thirty-five (35) North, Range Eight (8) West of the 2nd P. M., except a strip of land fifty (50) feet in width deeded to the Gary and Southern Traction Company by Warranty Deed recorded March 28, 1912, in Deed Record 177, page 464, in Lake County, Indiana; and the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section Twenty-nine (29), Township Thirty-five (35) North, Range Eight (8) West of the 2nd P. M., containing forty (40) acres, more or less, in Lake County, Indiana.

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together with the right of entrance and exit to and from said land for any and all purposes necessary or incident to the exercise of the rights hereby granted.

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

Grantee shall pay the same consideration as above expressed for each additional pipe line and its appurtenances installed: and shall also pay reasonable damages to growing crops, fences or improvements occasioned in constructing, repairing or removing all lines and their appurtenances. If this amount of damages be not agreed upon, it shall be determined by three (3) disinterested persons, one appointed by the owner, one by the grantee, and the third by the two so appointed and their written determination of amount shall be final and conclusive.

Any pipe line, or lines, shall, at the time of the construction thereof, be buried to such depth as shall not interfere with the cultivation of said premises. The said grantors shall have the right to use and enjoy the said premises, except for the purposes hereinabove granted.

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

It is agreed that the terms, conditions and provisions hereof shall be extended to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

It is understood that the persons securing this contract are without authority to make any agreement with respect to the subject matter hereof not herein expressed.

IN WITNESS WHEREOF the Grantors herein have hereunto set their hands and seals this 19th.

day of April A. D. 1949

In the presence of:

Arch S. Chisholm
 Arch S. Chisholm
 Right of Way Agent

Oscar H. Struebig (Seal)
 Oscar H. Struebig

Sylvia Doffin
 Sylvia Doffin
 Notary Public

Matilda Struebig (Seal)
 Matilda Struebig

STATE OF INDIANA | S. S. NO. _____
 LAKE COUNTY | FILED FOR RECORD

STATE OF INDIANA | S. S. NO. _____
 LAKE COUNTY | FILED FOR RECORD

1949 JUL 20 PM 1 37
 REC. 841
 LOUIS OPACHAN, RECORDER

1949 APR 26 AM 9 02
 REC. 505 PAGE 528
 LOUIS OPACHAN, RECORDER

In consideration of \$1.00 and other considerations, 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 said grant.

Dated this 19th. day of April A.D. 1949.

William Doffin
 William Doffin Tenant

KC-85

100 N. Senate Ave Shops 46204

22" MAIN LINE

25x10

Document Number 25264
Reel Number 14
Removed from file by del
Micro-photographed by del

STATE OF INDIANA }
COUNTY OF LAKE } ss.

Personally appeared before me the undersigned, a Notary Public in and for said County and State.....

Oscar H. Struebig and Matilda Struebig, husband and wife

who acknowledged the execution of the foregoing instrument to be their voluntary act and deed.

Witness my hand and notarial seal this 19th day of April, 1949.

My Commission Expires:

September 18, 1950

STATE OF INDIANA }
COUNTY OF } ss.

Personally appeared before me the undersigned, a Notary Public in and for said County and State.....

who acknowledged the execution of the foregoing instrument to be..... voluntary act and deed.

Witness my hand and notarial seal this..... day of....., 19.....

My Commission Expires:

Notary Public

(Seal)

STATE OF INDIANA }
COUNTY OF } ss.

BE IT REMEMBERED that on this..... day of....., A.D. 19....., before me,
a notary public in and for the county and state aforesaid, personally appeared.....

President and.....

Secretary, respectively of.....

..... and each acknowledged the execution of the
above and foregoing instrument in behalf of said corporation as the voluntary act and deed of said corpora-
tion and of said officials for said corporation, for the uses and purposes set forth.

WITNESS my hand and notarial seal the day and year first above written.

My Commission Expires:

Notary Public

(Seal)

LAKE COUNTY TITLE COMPANY

STATE OF INDIANA NO. 37
LAKE COUNTY
FILED FOR RECORD

1949 JUL 20 PM

LOUIS OPACHAN, RECORDER

STATE OF INDIANA NO. 02
LAKE COUNTY
FILED FOR RECORD

1949 APR 26 AM

LOUIS OPACHAN, RECORDER

COMPARED WITH ORIGINAL

1-20

11-11010

155870

BOOK 1558 PAGE 158

Indiana

157135

R/W No. 1040-1042

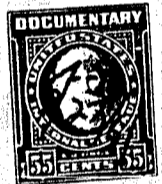
RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION OF One Hundred fifty-seven and no/100 Dollars (\$157.00) receipt of which is hereby acknowledged, EDITH STEINMANN and HARRY W. STEINMANN, her husband, RUTH ULMER and RUDOLPH ULMER, her husband, and ALICE MORRISON and RONALD MORRISON, her husband, hereinafter called Grantors, hereby grant, convey and warrant to MICHIGAN WISCONSIN PIPE LINE COMPANY, a Delaware Corporation, hereinafter called Grantee, the right to construct, reconstruct, maintain, inspect, operate, replace, change or remove a gas or oil pipe line, or lines, and appurtenances over, through, under, across and upon the following lands owned in fee by said Grantors, together with the right of entrance and exit to and from said land for any and all purposes necessary or incident to the exercise of the rights hereby granted, said lands being situated in the County of Lake, State of Indiana, and described as follows:

A strip of land 75 feet in width across the Northwest Quarter of the Southeast Quarter of Section Twenty-nine (29), containing 40 acres, more or less, and the South Three Quarters of the Northeast Quarter of the Southwest Quarter of Section Twenty-nine (29), all in Township Thirty-five (35) North, Range Eight (8) West of the Second Principal Meridian, except a strip of land 50 feet in width deeded to the Gary and Southern Traction Company by warranty deed dated March 28, 1912, in Deed Record 177, page 464, in Lake County, Indiana, lying 25 feet northerly of, measured at right angles to, and 50 feet southerly of, measured at right angles to, the center line of the 30-inch steel pipe line installed in 1960 by Grantee, the center line of said 30-inch pipe line being as follows: Commencing at the point where said 30-inch pipe line crosses the West boundary line of Grantors' above described land, said point being 380 feet North of the Southwest Corner of Grantors' above described land, from said point run South 85 degrees 58 minutes East 936 feet to a point, thence run North 85 degrees 52 minutes East 90 feet to a point, thence run North 77 degrees 42 minutes East 235 feet to a point where said 30-inch pipe line crosses the West right of way line of Highway No. 55, thence continuing, subject to the rights for said highway, North 77 degrees 42 minutes East across said highway to the point where said 30-inch pipe line crosses the East right of way line of said highway, thence run North 77 degrees 42 minutes East 285 feet to a point, thence run North 73 degrees 41 minutes East 1,041 feet to a point where said 30-inch pipe line crosses the East boundary line of Grantors' above

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JAN 9 1963



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JAN 9 - 1963

LAKE COUNTY

BOOK 854 PAGE 117

30" LOOP LANE

25x10

30" Loop Line

described land, said point being 580 feet South of the Northeast Corner of Grantors' land.

Grantors for the consideration aforesaid also grant, convey and warrant to Grantee the right to construct, reconstruct, maintain, inspect, operate, replace, change or remove the 22-inch gas pipe line, and appurtenances installed in 1949 by Grantee, over, through, under, across and upon the following land owned in fee by Grantors, together with the right of entrance and exit to and from said land for any and all purposes necessary or incident to the exercise of the rights hereby granted, situated in the County of Lake, Indiana, and described as follows:

A strip of land 50 feet in width across the South Three Quarters of the Northeast Quarter of the Southwest Quarter of said Section Twenty-nine (29), lying 25 feet northerly of, measured at right angles to, and 25 feet southerly of, measured at right angles to, the center line of said 22-inch steel pipe line installed in 1949 by Grantee, the center line of said 22-inch pipe line being as follows: Commencing at the point where said 22-inch pipe line crosses the West boundary line of Grantors' said land in the Southwest Quarter of said Section Twenty-nine (29), said point being 54 feet North of the Southwest Corner of said land, thence Northeasterly along the line of said 22-inch pipe line to the point where said strip 50 feet in width intersects, connects and merges with the southerly 50 feet of the above described right of way 75 feet in width.

Grantors grant to Grantee the right at its option at such time as it may choose to relocate, construct, reconstruct, maintain, inspect, operate, replace, change or remove its 22-inch steel pipe line installed in 1949 southerly of and parallel to the said 30-inch steel pipe line in the right of way 75 feet wide above described.

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

Grantee shall pay reasonable damages to growing crops, fences or improvements occasioned in constructing, repairing

or removing all lines and their appurtenances. If this amount of damages be not agreed upon, it shall be determined by three (3) disinterested persons, one appointed by the owner, one by the Grantee, and the third by the two so appointed and their written determination of amount shall be final and conclusive.

This Right of Way Contract supersedes the Right of Way Contract described below, under which Grantee constructed its 22-inch pipe line in 1949 and its 30-inch pipe line in 1960, and Grantee in consideration thereof hereby releases and quits claims to Grantors the right of ways in Grantors' said lands acquired under the Right of Way Contract described below, except as to the lands described in this Right of Way Contract, and Grantors in consideration thereof grant, convey and warrant to Grantee upon and subject to the terms and provisions of this Right of Way Contract the right to construct, reconstruct, maintain, inspect, operate, replace, change or remove said two pipe lines and appurtenances over, through and across said lands of Grantors in the right of way strip 75 feet in width and the right of way strip 50 feet in width above described, this Right of Way Contract to have the same force and effect as if said pipe lines had been originally constructed and installed under the provisions hereof. The following is superseded hereby, viz.: The Right of Way Contract dated April 19, 1949 executed by Oscar H. Struebig and Matilda Struebig, husband and wife, and recorded in the Recorder's Office of Lake County, Indiana April 26, 1949 in Miscellaneous Record 505, page 528, and re-recorded July 20, 1949 in Deed Record 841, page 597.

Any pipe line, or lines, shall, at the time of the construction thereof, be buried to such depth as shall not interfere with the cultivation of said premises. The said Grantors shall have the right to use and enjoy the said premises, except

BOOK 854 PAGE 119

for the purposes hereinabove granted.

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

It is agreed that the terms, conditions and provisions hereof shall be extended to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

It is understood that the persons securing this contract are without authority to make any agreement with respect to the subject matter hereof not herein expressed.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 23 day of April, A.D. 1961.

Edith Steinmann (Seal) Harry W. Steinmann (Seal)
Edith Steinmann Harry W. Steinmann

Ruth Ulmer (Seal) Rudolph Ulmer (Seal)
Ruth Ulmer Rudolph Ulmer

Alice Morrison (Seal) Ronald Morrison (Seal)
Alice Morrison Ronald Morrison

MICHIGAN WISCONSIN PIPE LINE COMPANY

ATTEST:
E. J. McHenry
Secretary

By J. J. Butz
Vice President

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

Dated this _____ day of _____ A.D. 1961.

Tenant

This instrument was prepared by John C. Lawyer

STATE OF INDIANA, S. NO.
LAKE COUNTY
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BOOK 1224 PAGE 158

1963 JAN 15 AM 9 23

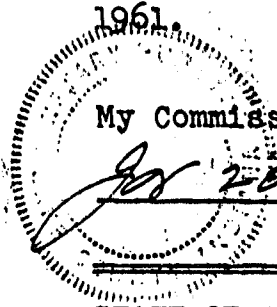
RAY BUTZ, RECORDER BOOK 1224 PAGE 161

STATE OF INDIANA, S. NO.
LAKE COUNTY
FILED FOR RECORD
1963 JAN 7 PM 1 59
RAY BUTZ, RECORDER

STATE OF INDIANA }
COUNTY OF Lake } SS:

Personally appeared before me the undersigned, a Notary Public in and for said county and state EDITH STEINMANN and HARRY W. STEINMANN, her husband, who acknowledged the execution of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and notarial seal this 23 day of May 1961.



My Commission expires

Oct 20 1963.

Arthur E. Letsinger (SEAL)
Notary Public
Arthur E. Letsinger

STATE OF ILLINOIS }
COUNTY OF Cook } SS:

Personally appeared before me the undersigned, a Notary Public in and for said county and state RUTH ULMER and RUDOLPH ULMER, her husband, who acknowledged the execution of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and notarial seal this 14 day of June 1961.

My Commission expires

My commission expires October 15, 1962

Ruth Ulmer (SEAL)
Notary Public

STATE OF MASSACHUSETTS }
COUNTY OF Worcester } SS:

Personally appeared before me the undersigned, a Notary Public in and for said county and state ALICE MORRISON and RONALD MORRISON, her husband, who acknowledged the execution of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and notarial seal this 27th day of October 1961.

My Commission expires

2/18/67

Richard J. Adams (SEAL)
Notary Public

BOOK 854 PAGE 121

STATE OF MICHIGAN }
COUNTY OF WAYNE } SS:

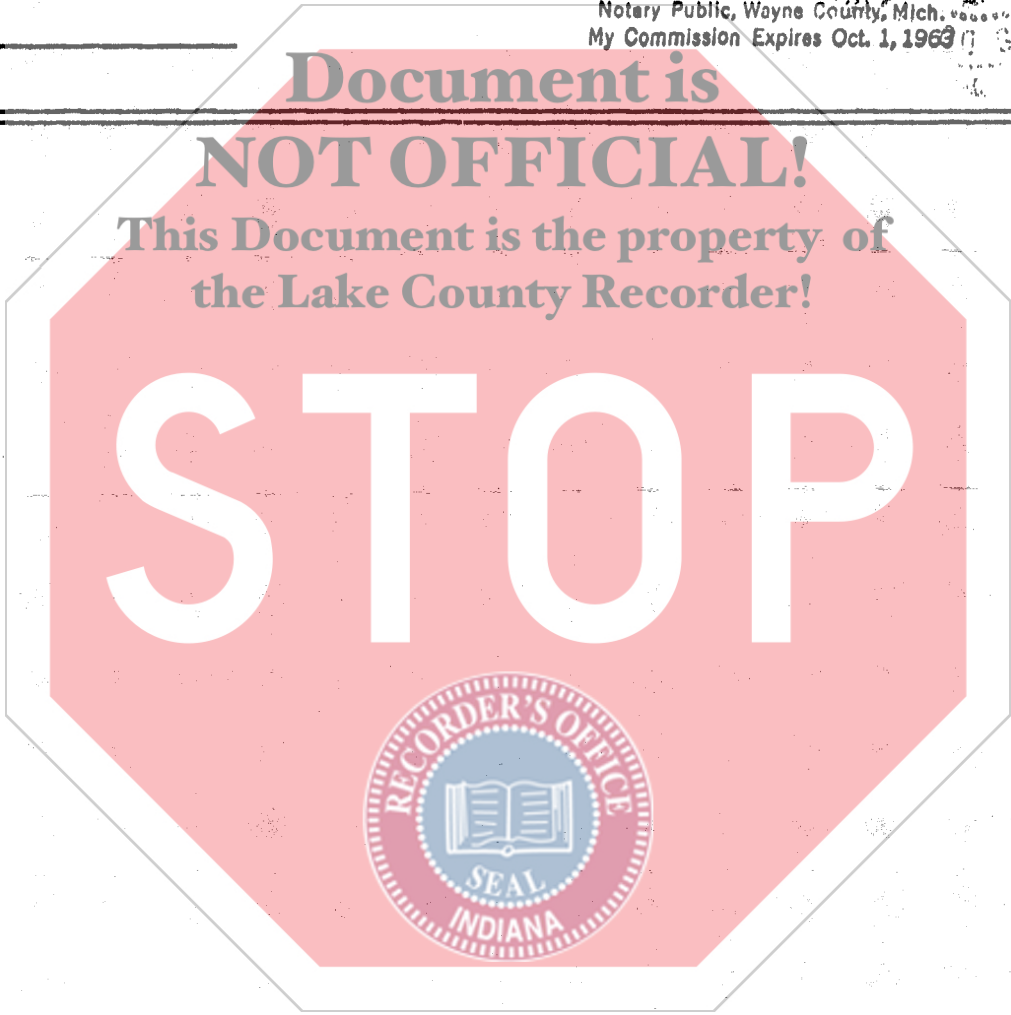
Be It Remembered that on this 19th day of Dec., A.D. 1962, before me, a Notary Public in and for the county and state aforesaid, personally appeared Michigan Wisconsin Pipe Line Company, a Delaware corporation, by J. J. Trebilcote and C. J. McInerney, Vice President and the Secretary, respectively, and acknowledged the execution of the above and foregoing instrument.

Witness my hand and notarial seal the day and year first above written.

Doris Douglas (Seal)
Notary Public

My Commission expires _____

DORIS DOUGLAS
Notary Public, Wayne County, Mich.
My Commission Expires Oct. 1, 1963



BOOK 1224 PAGE 163