

STATE OF INDIANA
LAKE COUNTY
FILED

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R/W No.: 100-08-1044-D-08A &
100-08-1044-D-08B

LAKE COUNTY CLERK

EASEMENT

For and in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, **GAINER NATIONAL BANK, A National Banking Association, previously known as NBD BANK, N.A., now known as BANK ONE, as Trustee under the Provisions of a Trust Agreement dated the 28th day of June, 1979, known as Trust No. P-5911** (hereinafter referred to as "Grantor"), for themselves, their heirs, legatees and devisees, hereby grant to **ANR PIPELINE COMPANY**, a Delaware corporation, 500 Renaissance Center, Detroit, Michigan 48243, its successors and assigns, (hereinafter referred to as "Grantee"), the right to construct, operate, maintain, alter, repair, replace, move and remove an underground pipeline and appurtenances for the transportation of gas, oil or other substances which can be transported through a pipeline, under the following real estate situated in Lake County, State of Indiana, to-wit:

This Document is the property of
See Attached Exhibit "A"

Temporary Work Space: See Attached Exhibit "B". 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 the road adjacent to hereinabove described right-of-way. Grantor will receive reasonable compensation for such additional width required.

This Easement is granted together with the right of ingress and egress at convenient points for installation and repair; 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, including but not limited to the right to construct parking lots and sidewalks thereon, 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 easement; and shall not change the grade over or plant trees on said easement. Grantor also grants to Grantee the right at any time to clear and keep clear the permanent easement, and, during construction, the temporary work space, of all timber, trees, and growth and obstructions. Grantee covenants and agrees that it will bury the pipeline no less than 36". In addition, the pipeline will either be constructed below any existing sanitary sewer, storm water sewer or other utility line or if the pipeline is installed over the existing sanitary sewer, storm water sewer or utility lines, then Grantee will take all action necessary to assure that said sewers and lines are not damaged during construction or the operation of the pipeline.

PETER BENJAMIN
LAKE COUNTY AUDITOR

Grantee shall replace in a good and workmanlike manner all curbing, parking lots, sidewalks, streets, storm sewers, sanitary sewers and landscaping which is damaged during construction and/or repairs. All streets shall be reconstructed to the engineering standards of the Town of Merrillville.

MAIL TO: ANR PIPELINE CO.
1574 E. 85th AVE.
MERRILLVILLE, IN.
46410

00801

19.00
on
CK# 004013

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 the land, 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. Grantor shall be entitled to attorney fees in enforcing the terms, covenants and provisions of this Agreement.

Grantee agrees that it shall not block access to any parking lot, overhead door, loading dock or building located on lots 1, 3 or 4 during business hours and shall provide temporary parking, if necessary, to accommodate the occupants of any building during the time of construction of the pipeline.

TO HAVE AND TO HOLD said Easement unto said Grantee, its successors and assigns until a pipeline is constructed under the above-described real estate and so long thereafter as an underground 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.

This instrument is executed by the undersigned Trustee, not personally but solely as Trustee under the terms of that certain agreement dated the 28th day of June, A.D., 1979, creating Trust No. P-5911; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended, not as personal covenants, undertakings, representations and agreements of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by Bank One formerly known as NBD Bank, N.A., formerly known as Gainer Bank, N.A., Successor by Merger to Gary National Bank, Hoosier State Bank, The Commercial Bank, and Northern Indiana Bank and Trust, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against Bank One, or it's Successive Interests on account hereof, or on account of any covenant, undertaking, representation, warranty or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

It is further understood that the aforesaid trustee has no right or power whatsoever to manage, control or operate the associated property in any way or to any extent and is not entitled at any time to share or receive for any purpose, directly or indirectly, the rents, issues, profits or proceeds of the property or any lease or sale or any disposition thereof.

It is also understood and agreed that said trustee merely holds naked title to the property, and that nothing contained herein shall be construed as creating any liability on Bank One, or it's Successive Interests, personally under the provisions of the

Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. Bank One personally is not a "Transferor" under the Act and makes no representations concerning any possible environmental defects.

Entered into this 11TH day of FEBRUARY, 2000.

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 June 28, 1979, and recorded in the Office of the Recorder of Lake County, Indiana, as Instrument No. 536764 on July 2, 1979.

Document is

NOT OFFICIAL!

This Document is the subject of the Lake County Recorder's Office

GRANTOR:

GAINER NATIONAL BANK, A National Banking Association, previously known as NBD BANK, N.A., now known as BANK ONE, as Trustee under the Provisions of a Trust Agreement dated the 28th day of June, 1979, known as Trust No. P-5911

By: [Signature]

Attest: [Signature]
ALEXANDER A. KOJEFF, ASST VICE PRESIDENT

GRANTEE:

ANR PIPELINE COMPANY, a Delaware Corporation

By: [Signature]
J. P. Lucido Sr. Vice President

Witness: [Signature]
Douglas E. Reichley

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public, in and for said County and State, this 11th day of FEBRUARY, 2000, personally appeared DAVID W. LEGAL and ALEXANDER A. KOJEFF as the VICE PRESIDENT and the VICE PRESIDENT of GARY NATIONAL BANK, a National Banking Association, previously known as NBD BANK, N.A., now known as BANK ONE, as Trustee under the Provisions of a Trust Agreement dated the 28th day of June, 1979, known as Trust No. P-5911, who each for and on behalf of said BANK ONE, as Trustee under said Trust Agreement, duly acknowledged the execution of the above and foregoing deed for and on behalf of said BANK ONE, as Trustee, as aforesaid and as its voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

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Linda F. Hill
Notary Public
LINDA F. HILL, Notary Public
My commission expires: March 19, 2008
Resident of Lake County, Indiana

My Commission Expires:

County of Residence:

STATE OF ~~Indiana~~ Michigan
) SS:
COUNTY OF ~~LAKE~~ Wayne

Before me, the undersigned, a Notary Public, in and for said County and State, this 2nd day of MARCH, 2000, personally appeared J.P. Lucido as the SR. VP of ANR Pipeline Company, a Delaware corporation, who acknowledged that he is a duly elected officer of the Grantee and has been fully empowered by proper resolution, or by the by-laws of the Grantee, to execute and deliver this Easement; that the Grantee has full corporate capacity to make this Easement and that all necessary corporate action for the making of this Easement has been duly taken and who, having been duly sworn, stated that the representations therein contained are true.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Raymond W. Martynuk
Notary Public
RAYMOND W. MARTYNUK
Notary Public, Wayne County, Michigan
My Commission Expires 9/12/00

My Commission Expires: 9/12/00

County of Residence: WAYNE

This instrument prepared by Richard E. Anderson, #2408-45
Anderson & Tauber, P.C.
Barrister Court
9211 Broadway
Merrillville, IN 46410
(219) 769-1892

R/W No.: 100-08-1044-D-08A &
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EXHIBIT "A"

DESCRIPTION OF PROPERTY RE: 50 FT. PERMANENT EASEMENT

The South 50 ft. of the North 64 ft. of Lot No. 3 of 90th Place Industrial Park, a resubdivision of part of Lot 3 of Southlake Industrial park, as recorded in Plat Book 65, Page 20, Lake County, Indiana.

AND ALSO the North 33 ft. of Lot No. 4 of 90th Place Industrial Park, a resubdivision of part of Lot 3 of Southlake Industrial Park, as recorded in Plat Book 65, Page 20, Lake County, Indiana.

The proposed permanent easement is depicted on Exhibit "B", attached hereto, made a part hereof and incorporated herein by reference.

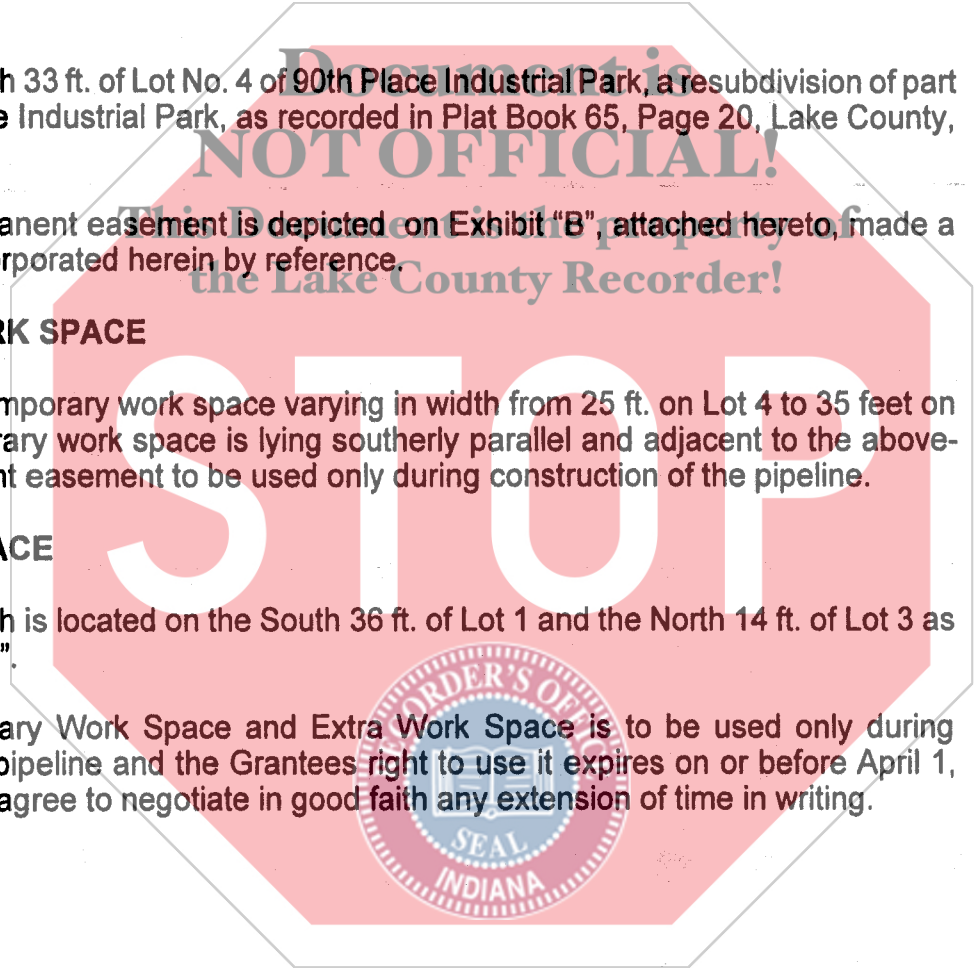
TEMPORARY WORK SPACE

A strip of land for temporary work space varying in width from 25 ft. on Lot 4 to 35 feet on Lot 3, which temporary work space is lying southerly parallel and adjacent to the above-described permanent easement to be used only during construction of the pipeline.

EXTRA WORK SPACE

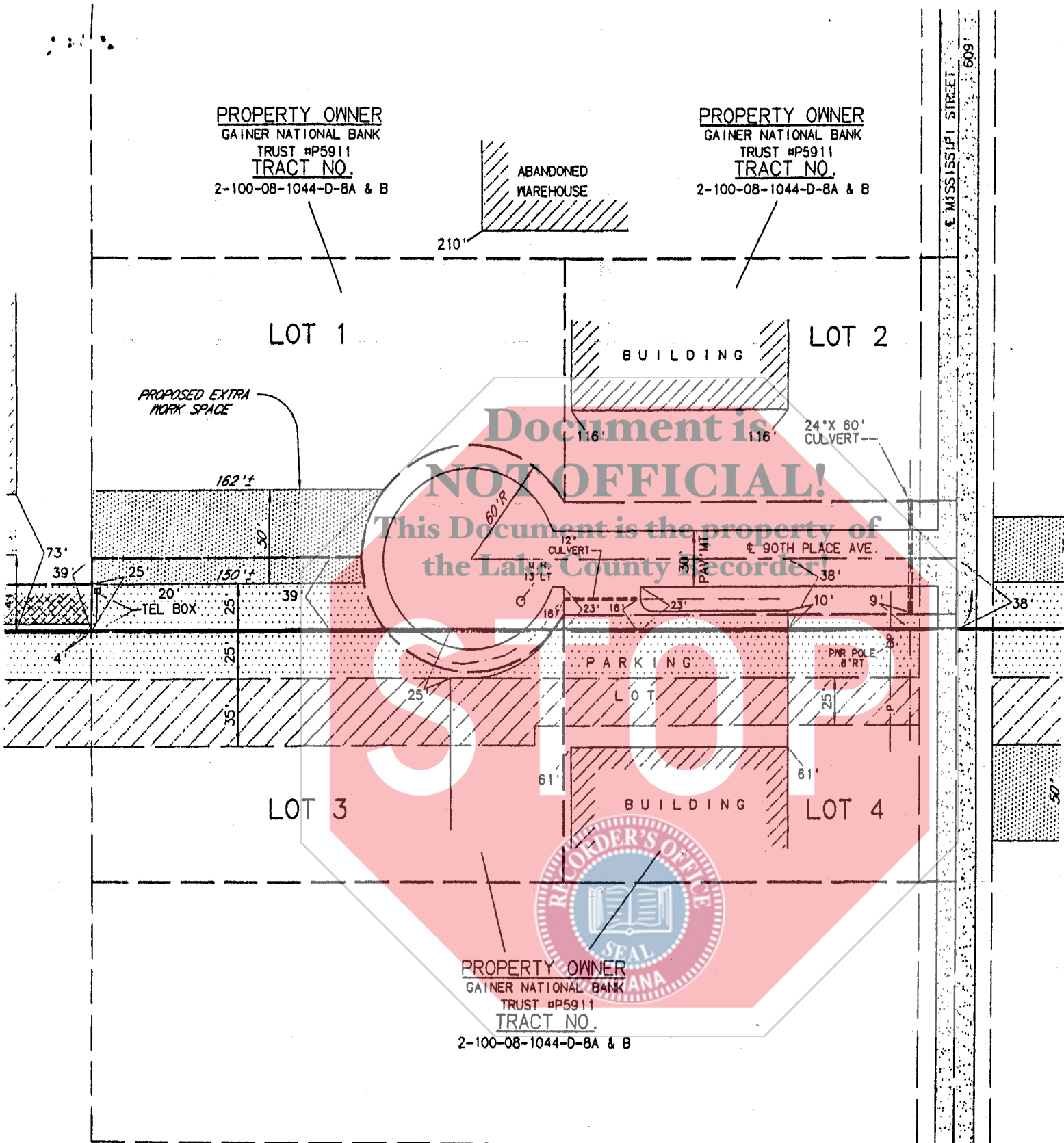
50 ft. by 150 ft. which is located on the South 36 ft. of Lot 1 and the North 14 ft. of Lot 3 as shown on Exhibit "B".

The above Temporary Work Space and Extra Work Space is to be used only during construction of the pipeline and the Grantees right to use it expires on or before April 1, 2003. Both parties agree to negotiate in good faith any extension of time in writing.

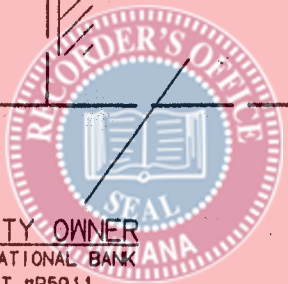


PROPERTY OWNER
GAINER NATIONAL BANK
TRUST #P5911
TRACT NO.
2-100-08-1044-D-8A & B

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EXHIBIT "B"