

After recording return to:  
Kenneth R. Pepperney  
U.S. Steel  
600 Grant Street  
Pittsburgh, PA 15219

2003 077515

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2003 JUL 25 PM 2:12

**FILED**

MORNING

JUL 25 2003

**DECLARATION AND GRANT OF  
RIGHT OF WAY EASEMENT**

STEPHEN R. STIGLICH  
LAKE COUNTY AUDITOR

THIS DECLARATION AND GRANT OF RIGHT OF WAY EASEMENT ("Declaration") is made effective as of JULY 25, 2003 and is made by the Elgin, Joliet and Eastern Railway Company, a Delaware corporation ("Grantor").

**RECITALS:**

A. Grantor is the owner of the real property located in the City of Hammond, Lake County, Indiana which is more particularly described in Exhibit A, attached hereto and incorporated herein by reference.

B. Grantor intends to subject the Easement Property to an easement in favor of United States Steel Corporation ("USS").

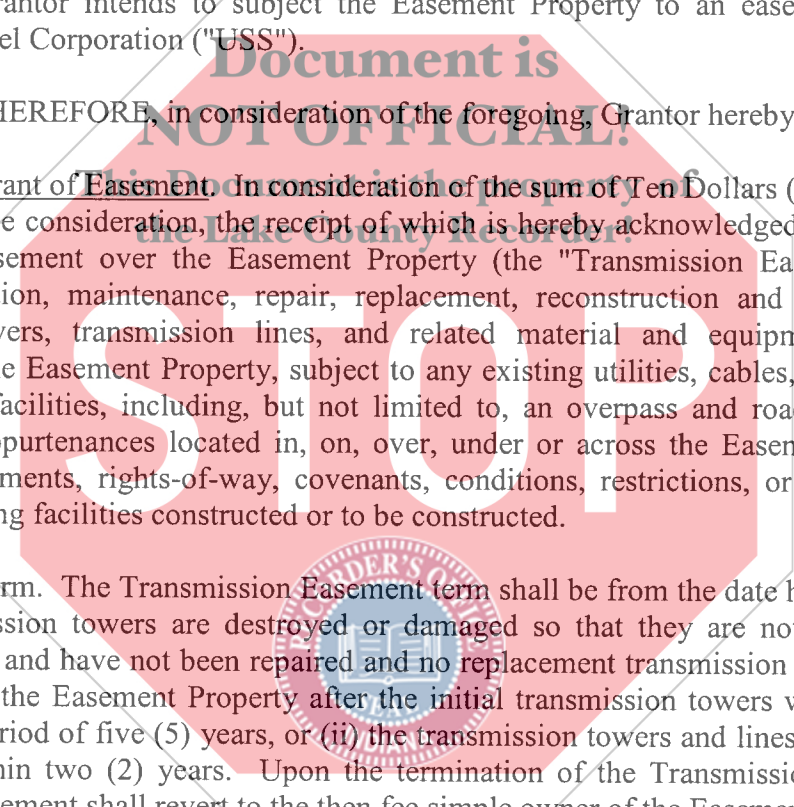
NOW, THEREFORE, in consideration of the foregoing, Grantor hereby states as follows:

1. Grant of Easement. In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, grants to USS a right of way easement over the Easement Property (the "Transmission Easement"), for the existence, operation, maintenance, repair, replacement, reconstruction and alteration of the transmission towers, transmission lines, and related material and equipment located and constructed on the Easement Property, subject to any existing utilities, cables, wires, pipes, rail lines and other facilities, including, but not limited to, an overpass and roadway and related structures and appurtenances located in, on, over, under or across the Easement Property, all agreements, easements, rights-of-way, covenants, conditions, restrictions, or other matters of record, and parking facilities constructed or to be constructed.

2. Term. The Transmission Easement term shall be from the date hereof until (i) the date the transmission towers are destroyed or damaged so that they are not usable for their intended purpose and have not been repaired and no replacement transmission towers have been constructed over the Easement Property after the initial transmission towers were destroyed or damaged for a period of five (5) years, or (ii) the transmission towers and lines are removed and not replaced within two (2) years. Upon the termination of the Transmission Easement, the Transmission Easement shall revert to the then fee simple owner of the Easement Property.

3. Ingress and Egress. Grantor, its designees, invitees and lessees retain the right to use the Easement Property for ingress and egress to and from any real estate in which Grantor

CHICAGO TITLE INSURANCE COMPANY  
70858C



2010  
70  
CT

001888

has an interest or any other real estate owned or controlled by any local governmental entity, and to improve the Easement Property with crushed rock, asphalt, concrete or other hard surface, landscaping and a parking control booth, and to park cars and other vehicles within the Easement Property, so long as the operation and maintenance of the transmission lines is not disturbed. Grantee covenants and agrees that it will repair any damage caused by it to Grantor's property and improvements located thereon.

4. Easement Property Access. USS, its employees, agents, licensees, and representatives shall have access to the Easement Property over Grantor's adjacent property to do all acts and things requisite or necessary for the full enjoyment of the rights, privileges, easement and authority contained herein.

5. Retention of Rights. Grantor expressly reserves unto itself all right, title and interest in and to the Easement Property not granted herein to USS.

6. Nature and Obligations. The obligations in this Declaration on a party shall be in rem and not in personam and shall run against a party during each party's period of ownership.

7. Covenants. Except as limited in Section 2 above, the covenants in this Declaration and the Transmission Easement shall be perpetual and shall be covenants that run with the land.

8. Successors and Assigns. This Declaration and the Transmission Easement shall inure to the benefit of and be binding on Grantor, USS and their respective successors and assigns.



IN WITNESS WHEREOF, Grantor, through its authorized official, has executed this Declaration as of the date first written above.

Elgin, Joliet and Eastern Railway Company, a Delaware corporation

Attest

R. N. Gentile  
(signature)

R. N. GENTILE - Secretary  
(printed name and title)

By: J.P. Bobich  
(signature)

J.P. Bobich, Vice President Administration  
(printed name and title)



STATE OF Pennsylvania )  
 ) SS:  
COUNTY OF Allegheny )

Before me, a Notary Public in and for said County and State, personally appeared J. P. Bobich and, R. N. Gentile, the VP-Admin and Secretary, respectively, of Elgin, Joliet and Eastern Railway Company, a Delaware corporation, and acknowledged the execution of the foregoing Declaration and Grant of Right of Way Easement as such official acting for and on behalf of Elgin, Joliet and Eastern Railway Company.

Witness my hand and Notarial Seal this 17<sup>th</sup> day of July, 2003.

Patricia L. Kirk  
(signature)

Patricia L. Kirk  
(printed name) Notary Public

My Commission Expires:

July 13, 2004

County of Residence:

Allegheny  
**Document is NOT OFFICIAL!**

**This Document is the property of the Lake County Recorder!**

INDY 1170596v1

Notarial Seal  
Patricia L. Kirk, Notary Public  
Monroeville Boro, Allegheny County  
My Commission Expires July 13, 2004

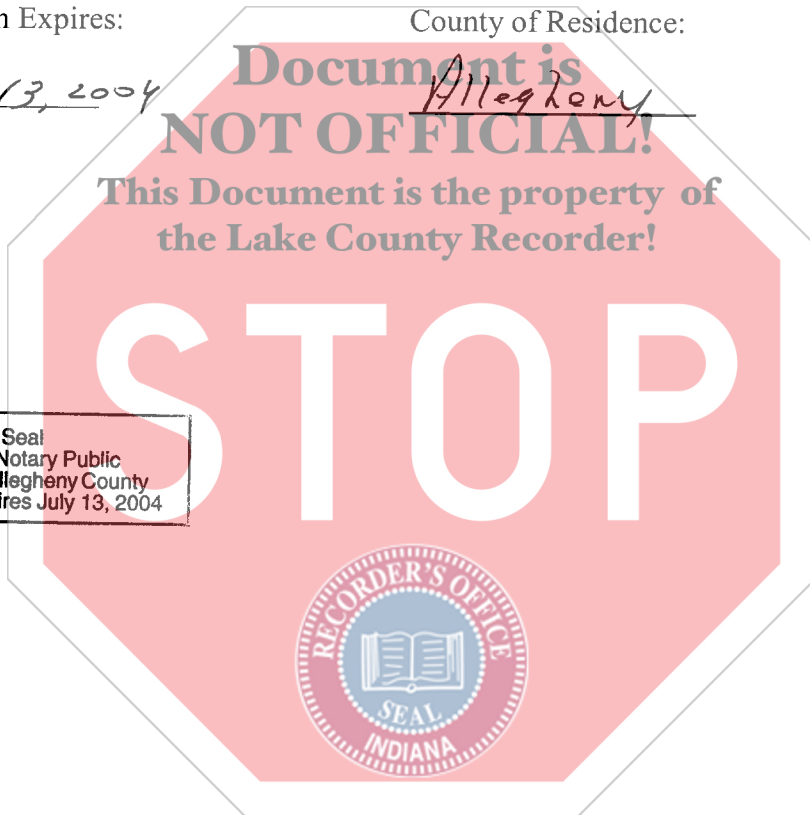




EXHIBIT A  
PAGE 1 OF 2

CRIPE /7172 Graham Road/Indianapolis, Indiana 46250/(317) 842-6777/Fax (317) 841-8798  
E-Mail picripe@picripe.com

TRANSMISSION LINE EASEMENT

A part of the Northwest Quarter of Section 6, Township 37 North, Range 9 West and the Northeast Quarter of Section 1, Township 37 North, Range 10 West, more particularly described as follows:

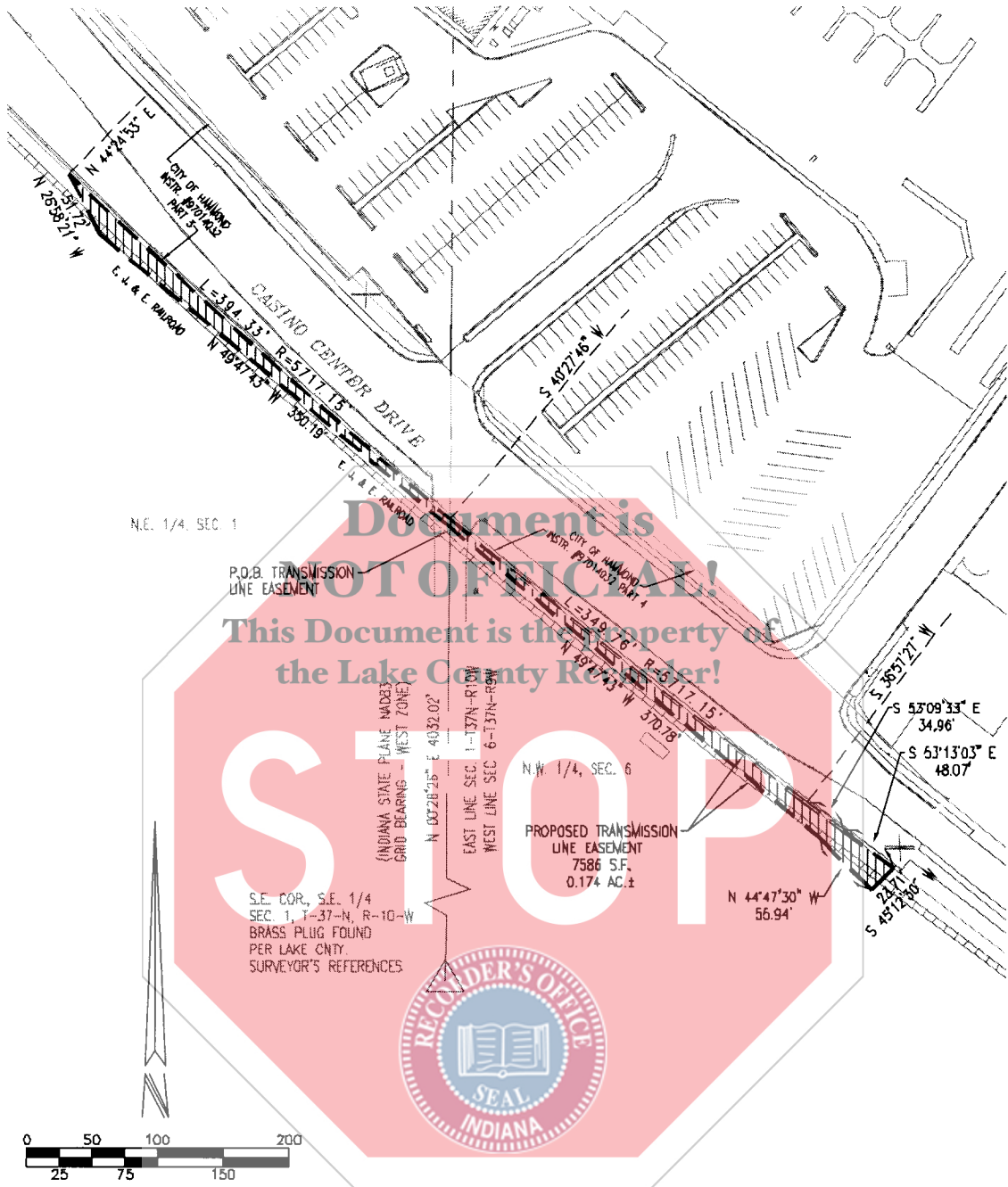
Commencing at the Southeast corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence along the East line of said Section 1 North 00 degrees 28 minutes 26 seconds East (basis of bearings is Indiana State Plane NAD 83 Grid Bearing - West Zone) 4032.02 feet to the Point of Beginning; thence North 49 degrees 47 minutes 43 seconds West 350.19 feet; thence North 26 degrees 58 minutes 21 seconds West 51.72 feet to the South line of Instrument Number 97014032 recorded in the Office of the Recorder of Lake County, Indiana and a non-tangent curve to the left having a radius of 5717.15 feet, the radius point of which bears North 44 degrees 24 minutes 53 seconds East (the next four courses are along the Southerly lines of said Instrument Number 97014032); (1) thence Southeasterly along said curve 394.33 feet to the East line of said Section 1, which point bears South 40 degrees 27 minutes 46 seconds West from said radius point; (2) thence continuing along said curve 349.76 feet to a point which bears South 36 degrees 57 minutes 27 seconds West from said radius point; (3) thence South 53 degrees 09 minutes 33 seconds East 34.96 feet; (4) thence South 53 degrees 13 minutes 03 seconds East 48.07 feet; thence South 45 degrees 12 minutes 30 seconds West 23.71 feet; thence North 44 degrees 47 minutes 30 seconds West 55.94 feet; thence North 49 degrees 47 minutes 43 seconds West 370.78 feet to the Point of Beginning, containing 0.174 acres, more or less.





# EXHIBIT A PAGE 2 OF 2

CRIPE / 7172 Graham Road / Indianapolis, Indiana 46250 / (317) 842-6777 / Fax (317) 841-8798  
E-Mail picripe@picripe.com  
TRANSMISSION LINE EASEMENT



N.E. 1/4, SEC. 1

P.O.B. TRANSMISSION  
LINE EASEMENT

**STOP**  
This Document is the property of  
the Lake County Recorder!

(INDIANA STATE PLANE MDS)  
GRID BEARING - WEST ZONE

N 00°28'25" E 4032.02'

EAST LINE SEC. 1-137N-R10W  
WEST LINE SEC. 6-137N-R10W

N.W. 1/4, SEC. 6

PROPOSED TRANSMISSION  
LINE EASEMENT  
7586 S.F.  
0.174 AC.±

S.E. COR., S.E. 1/4  
SEC. 1, T-37-N, R-10-W  
BRASS PLUG FOUND  
PER LAKE CNTY.  
SURVEYOR'S REFERENCES

N 44°47'30" W  
55.94'

