

10950

2-13-69

6

10950

EASEMENT

5265 Hohman Ave.
Hammond, Ind. 46325

THIS AGREEMENT, made this 19 day of March,

1969, by and between **SINCLAIR PIPE LINE COMPANY**, a corporation hereinafter referred to as "Grantor", and **NORTHERN INDIANA PUBLIC SERVICE COMPANY**, an Indiana corporation, hereinafter referred to as "Grantee". **WITNESSETH:**

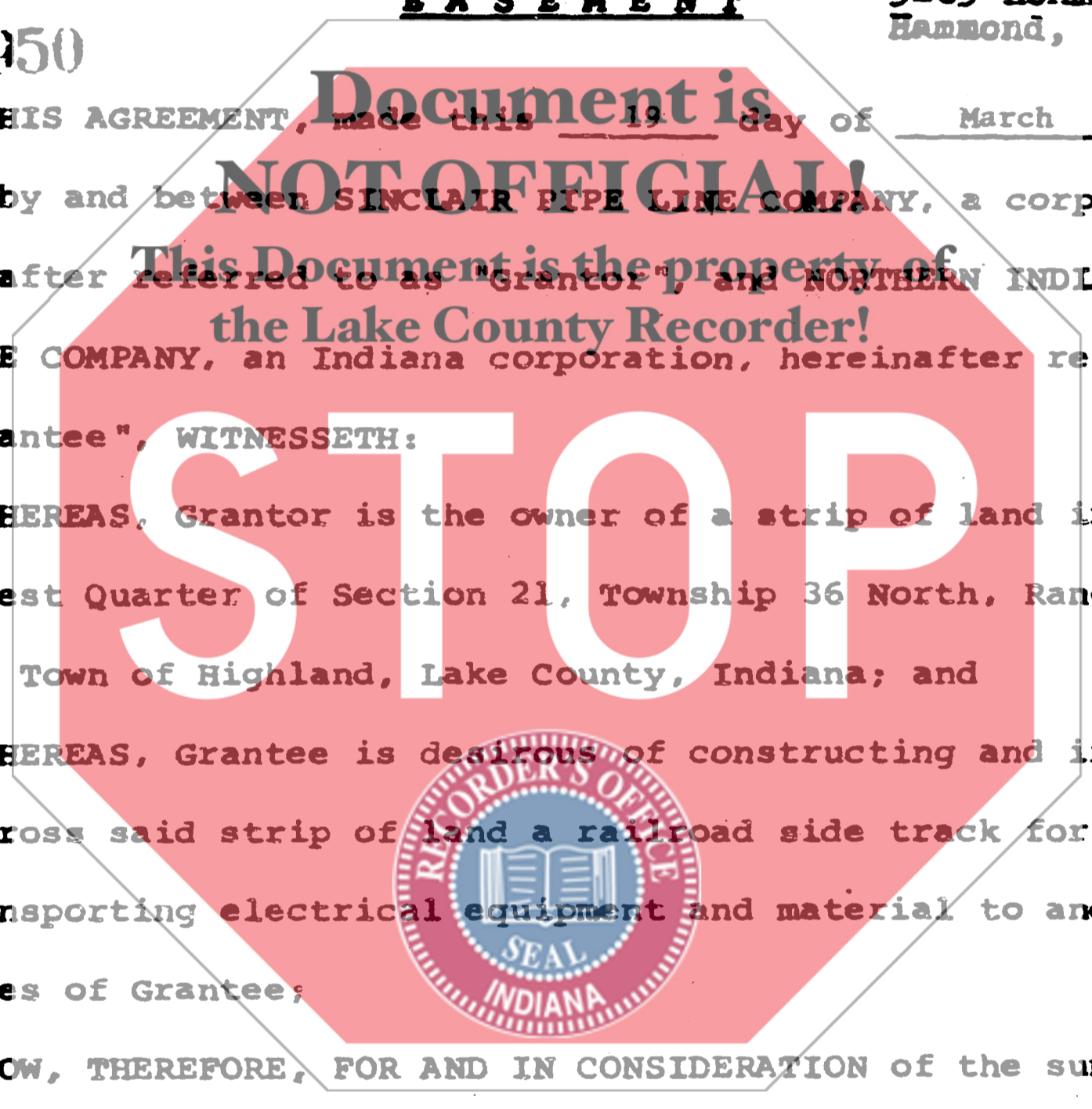
WHEREAS, Grantor is the owner of a strip of land in the Northwest Quarter of Section 21, Township 36 North, Range 9 West, in the Town of Highland, Lake County, Indiana; and

WHEREAS, Grantee is desirous of constructing and installing across said strip of land a railroad side track for the purpose of transporting electrical equipment and material to and from the premises of Grantee;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged by Grantor, and for and in consideration of the covenants and agreements hereinafter contained, it is hereby covenanted and agreed as follows:

1. Grantor does, hereby grant to Grantee the right and authority to construct, maintain, operate, repair, replace and renew a standard gauge railroad side track over and across a 50-foot strip of land located in the Northwest Quarter of Section 21, Township 36 North, Range 9 West, in the Town of Highland, Lake County, Indiana, lying 25 feet on each side of a centerline, said centerline produced, said centerline being described as follows:

Beginning at a point on the west line of the East half of the Northwest Quarter of said section 21, said point being 904 feet north of the south line of the Northwest Quarter of said section 21, as measured on and along said west line; thence southeasterly



100000

to a point on a line which is 100 feet easterly of and parallel to the west line of the East half of the Northwest Quarter of said Section 21, said point being 773 feet north of, as measured along said parallel line, from the south line of the Northwest Quarter of said Section 21, said easement subject to existing easements granted to others.

2. Said railroad side track shall be used solely for the transportation of electrical equipment and materials to and from Grantee's premises easterly of said strip described hereinabove; and this easement right and authority shall be appurtenant solely and exclusively to Grantee's premises easterly of said strip. No cars shall be stored or left standing on said track located on the premises described hereinabove, and Grantee shall not authorize or permit the use of said side track either for the service of any premises other than those of Grantee's referred to above, or for the benefit of any third party.

3. Grantor retains the right to grant persons, other than Grantee, rights, easements and authorities in said strip of land, provided such grants shall not interfere with said side track and the use thereof.

4. Grantee shall, at all times, construct, maintain, operate, repair and renew said railroad track so as not to interfere in any manner with equipment and facilities of Grantor located presently in, on or under the above described strip of land. Grantor shall not, in any event, be required or obligated to make any changes of any kind in any of its existing equipment or facilities. It is expressly understood that this easement is subservient to the paramount rights of Grantor in the installation, construction, operation, maintenance, repair renewal and removal of any pipe lines presently located on said strip, as well as to all corporate purposes of Grantor.

109550

- 3 -

5. If the Grantor requires excavation in, upon or under Grantee's easement for the purpose of installing, constructing, operating, maintaining, repairing and renewing pipe lines, or any other equipment or apparatus for its corporate purposes, Grantee shall take such steps as are necessary to protect said side track and to prevent it from becoming displaced or from causing any cave-in in or in connection with such excavation; and shall reimburse Grantor for any costs incurred in such excavation greater than the usual and customary costs which Grantor would have incurred had said side track not been in existence, such greater costs to be determined mutually by the parties hereto.

6. The side track and rolling stock operated thereon shall be constructed, maintained and operated at all times in accordance with any and all laws, ordinances, rules and regulations of all federal, state and local bodies and public authorities and administrative agencies having or exercising any jurisdiction over said subject matter, and in a manner satisfactory to Grantor.

7. Grantee shall maintain and repair said side track at all times. In case Grantor shall, at any time, desire any repairs, replacements, alterations in location, or changes in said side track which are not inconsistent with the purpose of this grant, then Grantee shall effect such repairs, replacements alterations in location, or changes within thirty (30) days after receiving written notice so to do. In case Grantee shall fail to make such repairs, replacements, alterations in location, or changes within said thirty (30) days, or in the event of an emergency, then Grantor may make the same and Grantee shall pay to Grantor the entire cost thereof.

10000

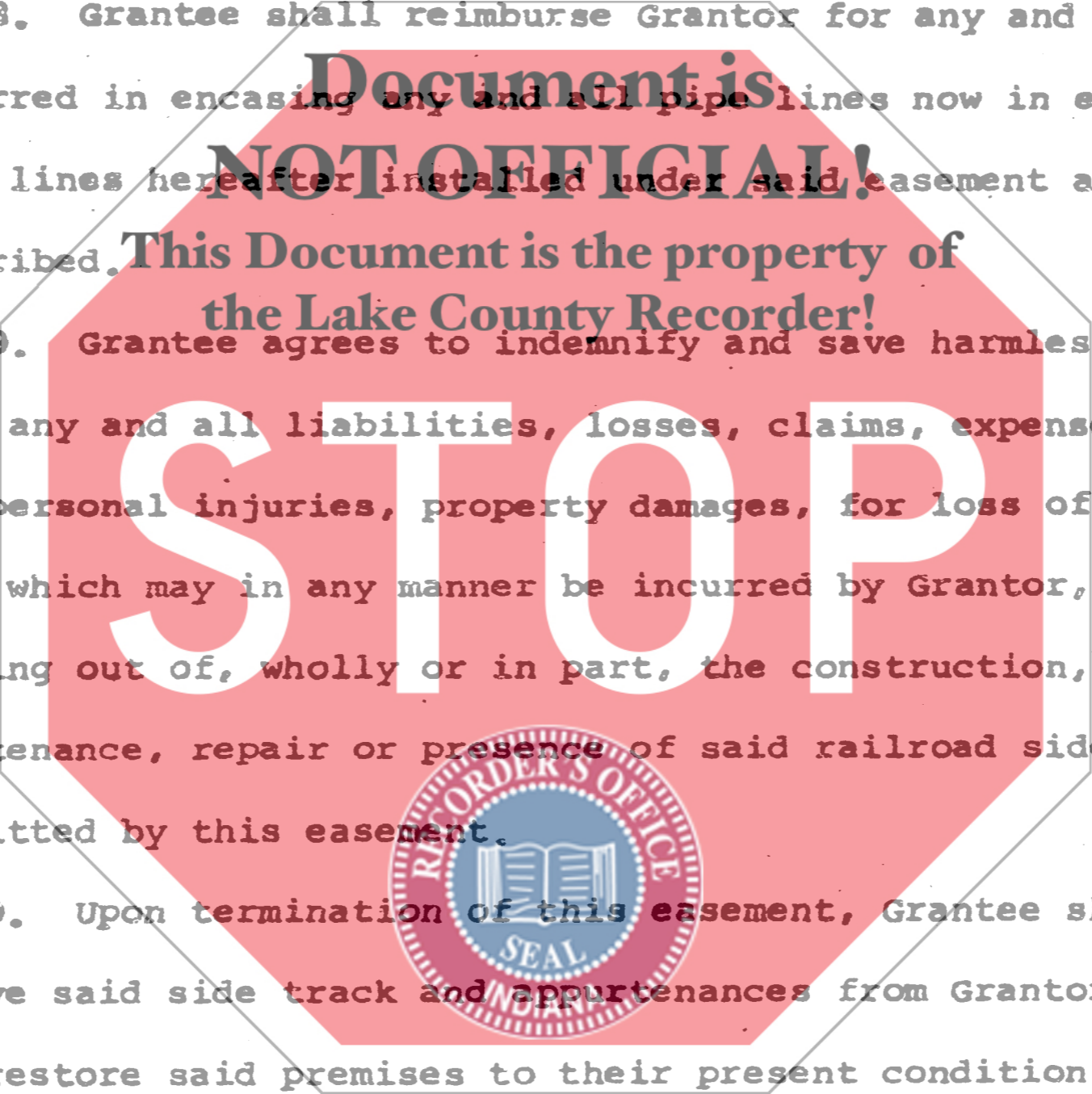
8. Grantee shall reimburse Grantor for any and all expense incurred in encasing any and all pipe lines now in existence or any pipe lines hereafter installed under said easement as hereinabove described. This Document is the property of the Lake County Recorder!

9. Grantee agrees to indemnify and save harmless Grantor from any and all liabilities, losses, claims, expenses or damages for personal injuries, property damages, for loss of life or property which may in any manner be incurred by Grantor, caused by or growing out of, wholly or in part, the construction, operation, maintenance, repair or presence of said railroad side track as permitted by this easement.

10. Upon termination of this easement, Grantee shall promptly remove said side track and appurtenances from Grantor's premises and restore said premises to their present condition as far as practicable, and Grantee shall pay all cost in connection therewith. If Grantee does not do so within sixty (60) days after termination, then Grantor may remove said side track and appurtenances without any accounting therefor to Grantee, and Grantee agrees to pay Grantor the cost incurred in such removal promptly upon receipt of a statement therefor.

11. This agreement shall inure to the benefit of and be and remain binding upon the parties hereto and their respective successors and assigns; however, Grantee will not assign any interest hereunder and will not permit any assignment hereof by operation of law without the written consent thereto of Grantor first had and obtained, which consent will be given in Grantor's sole discretion, only upon the assignee's express assumption of the obligations of Grantee under this agreement.

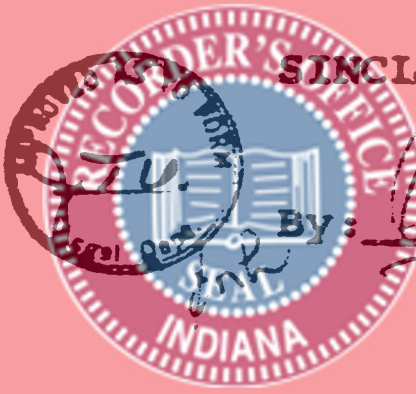
12. Any notice given pursuant to the provisions hereof



100350

may be given by certified United States mail, postage prepaid, if given to Grantor, addressed to Sinclair Pipe Line Company, Sinclair Building, Independence, Kansas 67301, and if given to Grantee, addressed to Northern Indiana Public Service Company, 5265 Nehman Avenue, Hammond, Indiana, 46320, and any such notice so given shall conclusively be deemed to have been served on the day following its deposit in the United States mail.

IN WITNESS WHEREOF, the respective parties have duly executed this agreement the day and year first above written.



SINCLAIR PIPE LINE COMPANY

By: Lewis B. Moon
Vice President

LEWIS B. MOON

ATTEST:

[Signature]
Secretary

NORTHERN INDIANA PUBLIC SERVICE COMPANY

By: C. D. Repp
President

ATTEST:

[Signature]
John E. Reil
Secretary

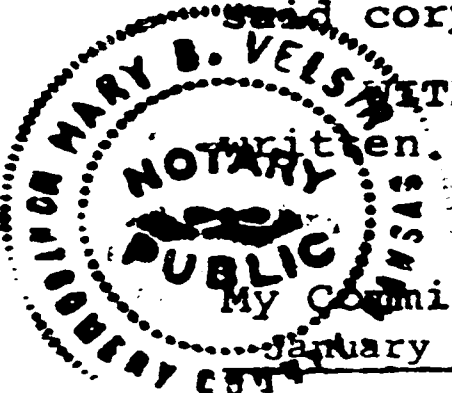
STATE OF KANSAS
COUNTY OF MONTGOMERY) SS:

BE IT REMEMBERED that on this 19 day of March, 1968, before me a Notary Public in and for the county and state aforesaid, personally appeared Lewis B. Moon, Vice President and H. T. Wint, Assistant Secretary, respectively, of Sinclair Pipe Line Company, a corporation, and each acknowledged the execution of the above and foregoing instrument in behalf of said corporation as the voluntary act and deed of said corporation 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.

Mary B. Velsir
Notary Public
(Mary B. Velsir)

My Commission expires:
January 23, 1972



10950

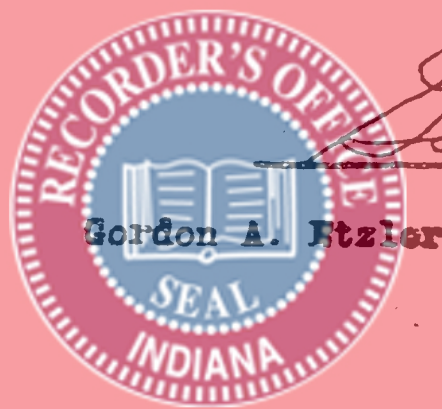
STATE OF INDIANA)

COUNTY OF LAKE)

Document is NOT OFFICIAL!

BE IT REMEMBERED that on this 20th day of March, 1968, before me a Notary Public in and for the county and state aforesaid, personally appeared C. D. Rees, President, and John E. Reil, Secretary, respectively of Northern Indiana Public Service Company, an Indiana corporation, and each acknowledged the execution of the above and foregoing instrument in behalf of said corporation as the voluntary act and deed of said corporation 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.



Notary Public

My Commission expires:
JANUARY 23, 1972

STATE OF INDIANA | S 43
LAKE COUNTY
FILED FOR RECORD

MAR 31 9 51 AM '68

ANDREW J. MICENKO
RECORDER

This instrument was prepared by James L. Kennedy