

10952

5265 Hohman Ave.
Hammond, Ind. 46325

3
EASEMENT FOR GAS MAINS
Form 820-1C
Rev. 2-61

10952

under
Know All Men, That LAKE COUNTY TRUST COMPANY, as Trustee, Trust No. 6, and
MAX DUBOIS, beneficiary of said trust.

herein called the "grantors", in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid to the grantors; hereby grant to Northern Indiana Public Service Company, an Indiana corporation, and to its successors and assigns, a right-of-way to lay, install, maintain, operate, repair, replace and renew gas mains and a line or lines of pipe for the transportation and distribution of gas to the public in general, with all necessary and convenient equipment, facilities, service pipes, lines and connections therefor, and to operate by means thereof a system for such transportation and distribution of gas, to be used for light, heat, power and other purposes, in, upon, along and over a

strip of land situated in Section 20, Township 35 North, Range 8 West of the Second Principal

Meridian, in the county of Lake, State of Indiana, described as follows: A strip of land 50 feet wide, lying 25 feet on each side of a center line, said center line produced, said center line described as follows: Beginning at a point 120 feet North of the Southwest corner of the Southeast Quarter (SE $\frac{1}{4}$) of Section 20, Township 35 North, Range 8 West of the Second Principal Meridian on the West line of said Southeast Quarter (SE $\frac{1}{4}$), thence East and parallel to the South line of said Southeast Quarter (SE $\frac{1}{4}$) a distance of 455 feet more or less.

Should the Lake County Plan Commission deem it necessary to relocate the road over which the above described easement runs and should the gas mains to be installed by Northern Indiana Public Service Company then interfere with the development of land adjacent to said easement, Northern Indiana Public Service Company agrees to relocate said gas mains upon Grantors herein executing a new easement and reimbursing Northern Indiana Public Service Company for the expenses incurred in relocating and re-installing said gas mains and all necessary equipment and facilities.

Access to the above described strip of land over the adjoining lands of the grantors is hereby granted. 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. Grantee shall replace in a good and workmanlike manner all tile cut in the construction of its line or lines hereunder. Any damage to the crops, fences, or improvements of the grantors on said strip of land, or on the lands of the grantors adjoining said strip of land, done by the grantee in the installation, maintenance, operation, repair, replacement or renewal of said line or lines of pipe and the equipment and facilities connected therewith, shall be promptly paid for by the grantee. The grantee may cut or trim trees, bushes and saplings growing upon or extending over said strip of land so far as may be reasonably necessary in the installation, maintenance, operation, repair, replacement or renewal of said line or lines of pipe and the equipment and facilities connected therewith. Patrolling said line or lines of pipe on foot shall not constitute grounds for a claim for crop damage.

The grantors reserve the use of said strip of land not inconsistent herewith, but no buildings or structures shall be erected or placed on said strip of land by grantors.

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

The grantee shall and will indemnify and save the grantors harmless from and against any and all damage, injuries, losses, claims, demands or costs proximately caused by the fault, culpability, or negligence of the grantee in the installation, maintenance, operation, repair, replacement or renewal of said line or lines of pipe, and the equipment and facilities connected therewith, over and across said strip of land.

The undersigned grantors hereby covenant that they are the owners in fee simple of said strip of land, are lawfully seized thereof, and have good right to grant and convey said easement herein, and guarantee the quiet possession thereof, that the said strip of land is free from all encumbrances, and that the grantors will warrant and defend the title to said easement against all lawful claims.

These presents shall be binding on the heirs, executors, administrators, grantees and assigns of the grantors, and upon the grantee, its successors and assigns.

IN WITNESS WHEREOF, the grantors have duly executed this instrument this 13th day of March, A.D., 1969

(SEAL)
MAX DUBOIS, beneficiary of said Estate.

(SEAL)
Max Dubois

(SEAL)

LAKE COUNTY TRUST COMPANY, as Trustee
Under Trust No. 6

By: *Anah L. Taggart* (SEAL)
Anah L. Taggart, Trust Officer

ATTEST: (SEAL)

By: *Dorothy Horst* (SEAL)
Dorothy Horst, Assistant-Secretary

In consideration of one dollar (\$1.00), the undersigned hereby adopts and joins in the execution of the above and foregoing easement and consents to the enjoyment by grantee therein of the rights granted by said easement.

THIS INSTRUMENT WAS PREPARED BY
Bruce C. Thevenin

(SEAL)

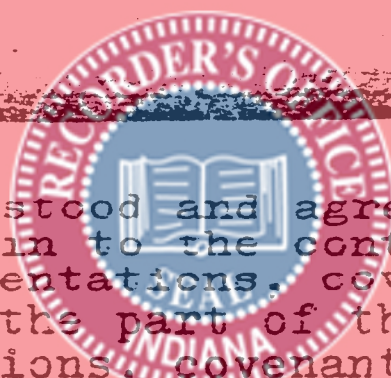
Rider attached hereto relating to liability of Lake County Trust Company is attached hereto and made a part hereof.

10952

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the Lake County Recorder!**

STOP



It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trust Company, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

22601

STATE OF INDIANA

COUNTY OF Lake } SS.

Personally appeared before me the undersigned, a Notary Public in and for said county and state
Max Dubois
who acknowledged the execution of the foregoing instrument to be voluntary act and deed.

WITNESS my hand and notarial seal this 17th day of March, 1969

ARTHUR J. KRUEGER, Notary Public
My Commission Expires September 24, 1972
Arthur J. Krueger (SEAL)
Notary Public

Document is the property of the Lake County Recorder!

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 _____, 1969

My Commission expires _____
Andrew J. Micekko (SEAL)
Notary Public

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MAR 31 9 51 AM '69

STATE OF INDIANA

COUNTY OF LAKE

BE IT REMEMBERED that on this 13th day of March, A.D., 1969 before me, a

Notary Public in and for the county and state aforesaid, personally appeared Anah L. Taggart
Trust Officer
President and Dorathy Horst, Assistant-Secretary, respective-

of Lake County Trust Company 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 notarial seal the day and year first above written.

August 3, 1971
My Commission expires ~~XXXXXXXXXX~~

Erla M. Vecchiolo (SEAL)
~~XXXXXXXXXX~~ Erla M. Vecchiolo
Notary Public

EASEMENT FOR GAS MAINS

FROM _____
TO _____
Grantor, _____
NORTHERN INDIANA
PUBLIC SERVICE COMPANY

Checked by Bruce C. Thevenin
Date 3-27-69
District Green Point
Contract File No. 27973
Charge Acct. No. 48873

300