

FOR REL. SEE DOC # 76922

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5265 Hohman Ave.
Hammond, Ind. 46325

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

11033

Know All Men, That **MERCANTILE NATIONAL BANK OF HAMMOND, TRUSTEE OF TRUST NO. 2541**

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 15, Township 36 North, Range 9 WEST of the Second Principal Meridian, in the county of Lake, State of Indiana, described as follows:

A strip of land in the West half ($\frac{1}{2}$) of the Northwest Quarter ($\frac{1}{4}$) of Section 15, Township 36 North, Range 9 West of the Second Principal Meridian in the Town of Hammond, Indiana, and said strip of land being ten (10) feet wide and lying five (5) feet on each side of the centerline and said centerline produced; said centerline being described as follows:

Beginning at a point, located on a line parallel to and one hundred sixty feet (160') East of and as measured at right angle to the West line of said Section 15, said point being eight hundred twelve and seven tenths (812.7) feet South of the North line of said Section 15, as measured along said parallel line, thence South and parallel to the West line of said Section 15, a distance of four hundred eighty-two and three tenths (482.3) feet more or less to the North line of 175th. Street.

STATE OF INDIANA S #0
LAKE COUNTY
FILED FOR RECORD
MAR 31 1 55 PM '69
ANDREW J. MICEKNO
RECORDER

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 17th day of MARCH, A.D. 1969

_____(SEAL)_____
_____(SEAL)_____
_____(SEAL)_____

SEE SIGNATURE PAGE ATTACHED

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 DOCUMENT WAS PREPARED BY
Bruce G. Thevenin

_____(SEAL)_____

11088

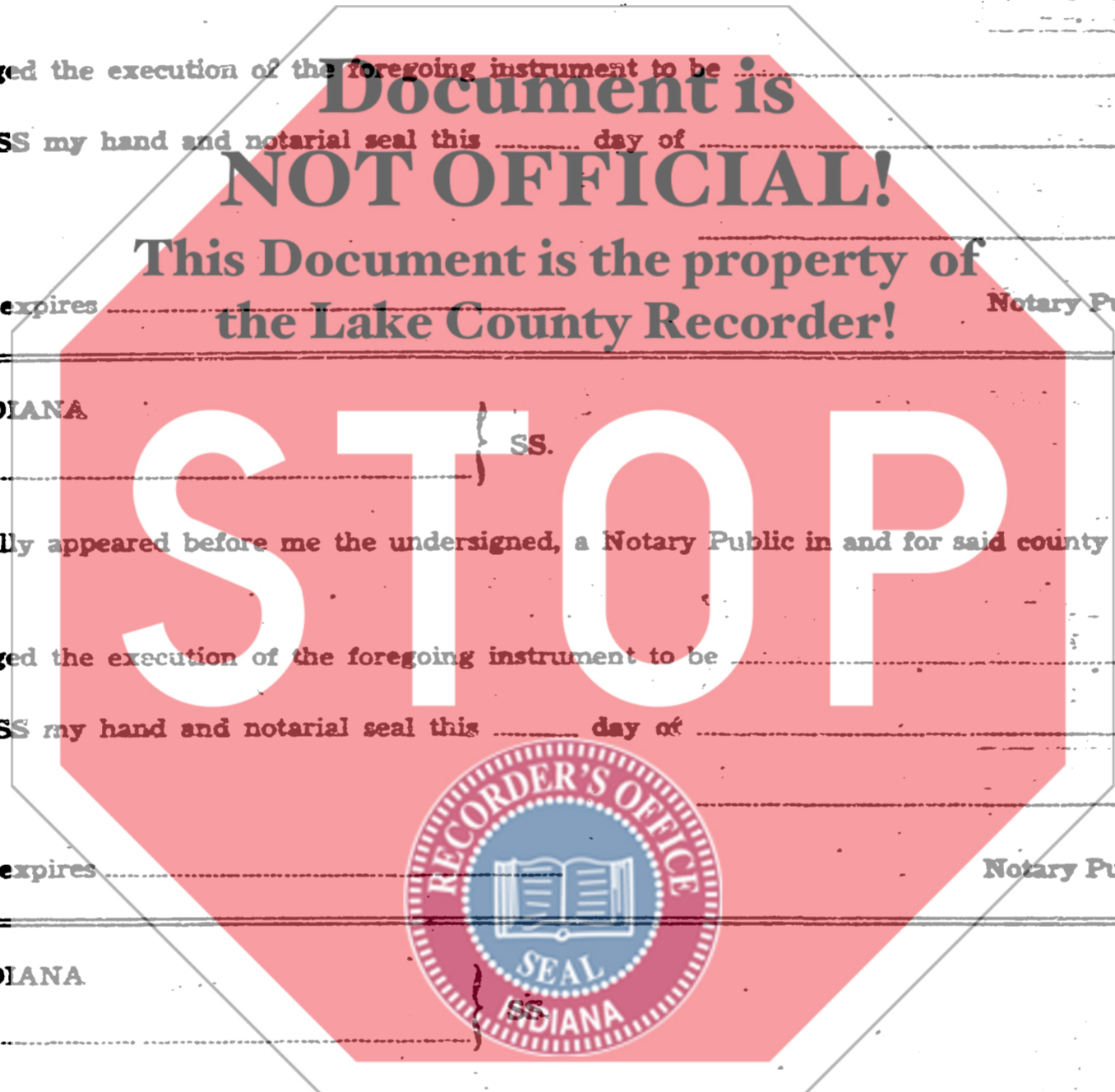
STATE OF INDIANA }
COUNTY OF _____ } SS.

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.

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, respective-

ly 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 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.

My Commission expires _____ Notary Public (SEAL)

EASEMENT FOR GAS MAINS

FROM

Grantor,

TO

NORTHERN INDIANA
PUBLIC SERVICE COMPANY

Checked by Bruce O. Thevenin

Date 3-19-69

District Hammond

Contract File No. 29112

Charge Acct. No. 4007-1

