

RETURN
2834 HIGHWAY EASEMENT FOR UNDERGROUND ELECTRICAL LINES, COMMUNICATION LINES, NW-15-80
HIGHLAND, INDIANA Exchange - Merrillville J. O. W-3125-80

Easement No. 30032
Key No. 15-480-1

KNOW ALL MEN, that Merrillville Racquet Ball Associates, by Radius Services,

Corporation, its General Partner,

herein called "Grantor", in consideration of the sum of one dollar (\$1.00) and other valuable considerations, in hand paid to the Grantor, hereby grant to NORTHERN INDIANA PUBLIC SERVICE COMPANY, an Indiana corporation, and to Indiana Bell Telephone Company, a corporation, herein together called "Grantee", and to their successors and assigns, an easement, right and authority, from time to time, to install, construct, maintain, operate, repair, replace, renew and remove: (a) underground ducts and conduits; (b) underground wires, cables, conductors, manholes and other necessary appurtenances, in such underground ducts and conduits; (c) pads for transformers, with transformer located thereon; (d) markers and test terminals, where reasonably necessary in the sole judgment and discretion of Grantee herein together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, for the purposes herein described, including the right of ingress and egress to and from the strip of easement land, over adjoining lands of Grantor, and the right to trim.

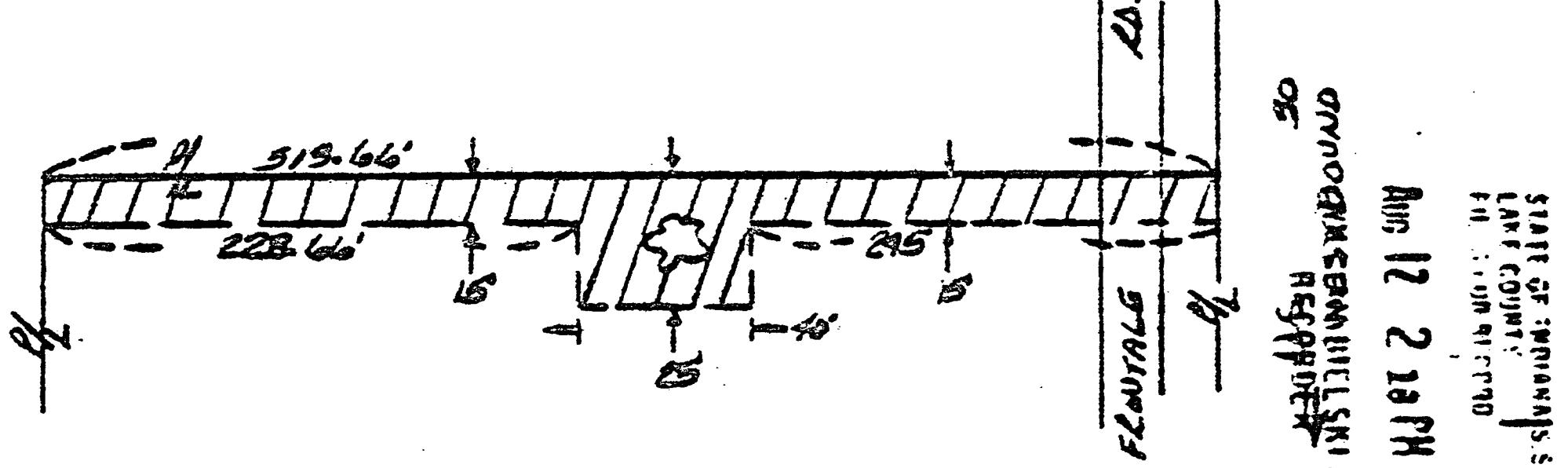
to remove trees or undergrowth, which may, in the sole judgment of Grantee, endanger the safety of, or interfere with the use or enjoyment of, any of Grantee's facilities arising from the growth of trees or underground root system including the right to clear and keep cleared such obstructions from the surface and subsurface as may be necessary for the installation and maintenance of such facilities, and to operate by means thereof one or more lines or lines for the transmission, distribution and delivery of electrical energy and for the transmission, distribution and delivery of telephone communications

to be used for light, heat, power, telephone and other purposes.

gas mains and lines of pipe from time to time for the transportation and distribution

gas to the public in general, with all necessary and convenient equipment, facilities, service pipes, lines and conduits thereto and to operate by means

upon, along and over a strip of land or right of way situated in Section 19, Township 35N Range 3W of the Second Principal Meridian, in the County of Lake, State of Indiana, describes as follows: A STRIP OF LAND 15 FEET IN WIDTH AND 473.66 FEET IN LENGTH. ALSO, A STRIP OF LAND 25 FEET IN WIDTH AND 40 FEET IN LENGTH AS SHOWN IN THE SKETCH BELOW.



Any underground facilities of the Grantee shall be at least 24 inches below the surface of the soil, as the surface now exists.

The Grantor reserves the use of the above described land not inconsistent with this grant, but no buildings or structures shall be placed on the right of way by Grantor.

The Grantee shall and will indemnify and save the Grantor harmless from and against any and all damage, injuries, losses, claims, demands or costs proximately caused by the fault, carelessness, or negligence of the Grantee in the construction, erection, maintenance, operation, repair or renewal of said lines or lines, cables, underground ducts or conduits, pads for transformers and transformers thereon, markers and test terminals, gas mains and pipes and structures and appurtenances connected therewith.

The undersigned Grantor hereby covenants to be the owner in fee simple of said real estate, lawfully seized thereof, with good title to grant and convey said easement herein, and guarantees the quiet possession thereof, that the said real estate is free from all encumbrances, and that the Grantor will warrant and defend the title to the said easement against all lawful claims.

These premises shall be held to the benefit of and be binding upon the Grantee and successors and assigns of the Grantee, and upon the Grantee, their executors and assigns.

IN WITNESS WHEREOF, the Grantor has duly executed this instrument this 2nd day of December 1980.

By: Allen B. Kahn (SEAL)
Allen B. Kahn, its Secretary (SEAL)

By: Joseph A. West (SEAL)
Joseph A. West, its President (SEAL)

FILED (SEAL)

AUG 12 1980

This instrument was prepared by S. J. O'Connor
MONTON LAKES COUNTY

450

350

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Personally appeared before me the undersigned, a Notary Public in and for said county and state
instrument to be _____ voluntary act and deed.

WITNESS my hand and official seal this _____ day of _____, 19 _____.

(SEAL)
Notary Public

My Commission expires:

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Personally appeared before me the undersigned, a Notary Public in and for said county and state
instrument to be _____ voluntary act and deed.

WITNESS my hand and official seal this _____ day of _____, 19 _____.

(SEAL)
Notary Public

My Commission expires:

INDIANA
STATE OF _____)
) SS:
COUNTY OF _____)
LAKES

TO BE REMEMBERED that on the 2nd day of AUGUST, 1980, before
me, a Notary Public in and for the County and State aforesaid, personally appeared Joseph A. West,
its President, and Ellen E. Kuhn, the Secy. of War - Packer Ball Assoc.
3v Radius Serv Corp Inc. Cpa. Danner is aforesaid and 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 official seal the day and year first above written.

Harold J. O'Connor (SEAL)
Notary Public
HAROLD J. O'CONNOR

My Commission expires: APRIL 13, 1983