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EASEMENT FOR GAS MAINS
Form 820-1C
Rev. 2-81

5265 Highway
Hammond

STATE OF INDIANA
JUN 3 12 07 PM '81
WILLIAM H. KELLY JR.
RECORDER

Know All Men, That

Edward L. Johnson and Viola Johnson, husband and wife

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 24, Township 36 North, Range 9 of the Second Principal

Meridian, in the county of Lake State of Indiana, described as follows:

Easement six (6) feet wide and lying three (3) feet either side of a center line, said center line produced, said center line described as follows over the four (4) described parcels of property:

1. Beginning at a point on the South line of the Southeast Quarter of the Southwest Quarter of Section 24, Township 36 North, Range 9 West, said point being 89.5 feet West of the East line of the West Half of the Southeast Quarter of the Southwest Quarter of said Section 24, thence North and parallel to said East line a distance of 1332.08 feet more or less to a point on the North line of the Southeast Quarter of the Southwest Quarter of said Section 24.
2. Beginning at a point on the South line of the Southeast Quarter of the Southwest Quarter of Section 24, Township 36 North, Range 9 West, said point being 243.5 feet West of East line of the West Half of the Southeast Quarter of the Southwest Quarter of said Section 24, thence North and parallel to said East line a distance of 1332.08 feet more or less to a point on the North line of the Southeast Quarter of the Southwest Quarter of said Section 24.
3. Beginning at a point on the South line of the Southeast Quarter of the Southwest Quarter of Section 24, Township 36 North, Range 9 West, said point being 389.5 feet West of East line of the West Half of the Southeast Quarter of the Southwest Quarter of said Section 24, thence North and parallel to said East line a distance of 566.00 feet more or less to a point.
4. Beginning at a point on the South line of the Southeast Quarter of the Southwest Quarter of Section 24, Township 36 North, Range 9 West, said point being 505 feet West of East line of West Half of the Southeast Quarter of the Southwest Quarter of said

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Section 24, thence North and parallel to said East line distance of 566.00 feet more or less to a point.

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 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 23rd day of

April, A.D. 1981

Viola Johnson (SEAL)
VIOLA JOHNSON (SEAL)

Edward L. Johnson (SEAL)
EDWARD L. JOHNSON (SEAL)

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

IN TESTIMONY WHEREOF, CLAUDE ALEXANDER
HAVE HEREUNTO SET MY HAND AND SEAL THIS 23rd DAY OF APRIL, 1981
Claude Alexander a Notary Public for the County of Lake
58731
My Comm. Expires 12/31/84

681194

STATE OF INDIANA }
COUNTY OF LAKE } SS.

Personally appeared before me the undersigned, a Notary Public in and for said county and state
Edward L. Johnson and Viola Johnson, husband and wife

who acknowledged the execution of the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and notarial seal this _____ day of _____, 19 81.

(SEAL)

My Commission expires _____

Notary Public
County of Residence: Lake

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 _____.

(SEAL)

My Commission expires _____

Notary Public

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.

(SEAL)

My Commission expires _____

Notary Public

EASEMENT FOR GAS MAINS

FROM

Grantor,

TO

NORTHERN INDIANA
PUBLIC SERVICE COMPANY

Checked by Catherine I. Allegretti

Date 4-7-81

District Gary

Contract File No. 34131

Charge Acct. No. 4920-15