

631196

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EASEMENT FOR UNDERGROUND ELECTRICAL LINES, COMMUNICATION LINES, AND GAS MAINS

KNOW ALL MEN, that Gary Manor Assoc., An Indiana Limited Partnership

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 transformers 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, or at Grantee's option, to cut down and remove from the premises hereinafter described and from the adjoining lands of Grantor any 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 line or lines for the transmission, distribution and delivery of electrical energy and for the transmission, distribution and delivery of telephone communications to the public in general, to be used for light, heat, power, telephone and other purposes, and to lay, install, maintain, operate, repair, replace and renew gas mains and a line or lines of pipe, and additional gas mains and lines of pipe from time to time 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 or right of way situated in Section 9 Township 36 North, Range 8 West of the Second Principal Meridian, in the County of Lake, State of Indiana, describes as follows:

See Exhibit "A" Attached

STATE OF INDIANA
JUN 9 12 07 PM '81
WILLIAM DILSKI JR
RECORDER

FILED

MAY 15 1981

AUDITOR LAKE COUNTY

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, culpability, or negligence of the Grantee in the construction, erection, maintenance, operation, repair or renewal of said line 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 right to grant and convey said easement herein, and guarantee 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 presents shall be inure to the benefit of and be binding upon the Grantor and successors and assigns of the Grantor, and upon the Grantee, their successors and assigns.

IN WITNESS WHEREOF, the Grantor has duly executed this instrument this 28th day of May 1980, GARY MANOR ASSOC., AN INDIANA LIMITED PARTNERSHIP BY FORREST CITY DILLON, INC., ITS GENERAL PARTNER

Ronald Ratner, Vice President (SEAL)
Edward Pelavin, Asst. Secretary (SEAL)

(SEAL)
(SEAL)
(SEAL)

This instrument was prepared by Catherine L. Allegretti Northern Indiana Public Service Co.

Checked by Catherine L. Allegretti
Date 5-25-80 Catherine L. Allegretti
District Gary
Contract File No. 33-289
Charge Acct. No. 5657-15 6384

681196

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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 _____.

Notary Public (SEAL)

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

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

Notary Public (SEAL)

My Commission expires:

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

TO BE REMEMBERED that on this 28th day of May, 19 80, before me, a Notary Public in and for the County and State aforesaid, personally appeared Ronald Ratner, Vice President and Edward Pelavin, Asst. Secretary of Forest City Dillon, Inc., General Partner of Gary Manor Assoc. as 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.

* AND LIMITED PARTNERSHIP

WITNESS my hand and notarial seal the day and year first above written.

Notary Public (SEAL)

ALBERT L. REISENFELD, Attorney At Law
Notary Public - State of Ohio
My Commission has no expiration date
Section 147.03 R.C.

My Commission expires:



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EXHIBIT "A"

A strip of land in the Northeast Quarter of Section Nine (9), Township 36 North, Range 8 West of the Second Principal Meridian being Fifteen (15) feet wide lying Seven and One Half ($7\frac{1}{2}$) feet each side of a centerline and said centerline produced; said centerline being described as follows:

Beginning at a point on the East property line of Adams Street vacated in the City of Gary, Indiana, which beginning point is Seven and One Half ($7\frac{1}{2}$) feet South of the South property line of 11th Avenue; Thence Easterly and parallel to the South property line of 11th Avenue to a point Seven and One Half ($7\frac{1}{2}$) feet West of the West property line of Washington Street; Thence Southerly and parallel to the West property line of Washington Street Two Hundred Nine and One Half ($209\frac{1}{2}$) feet. Thence Westerly to a point on the East property line of Adams Street vacated which point is Two Hundred Twenty-two and One Half (222.5) feet South of the South property line of 11th Avenue.

Also beginning at a point on the South property line of 11th Avenue Seven and One Half ($7\frac{1}{2}$) feet East of the East property line of Adams Street vacated; Thence Southerly and parallel to the East property line of Adams Street vacated to the North property line, of 13th Avenue.

A strip of land in the Northeast Quarter of Section Nine (9), Township 36 North, Range 8 West of the Second Principal Meridian being Twenty Four (24) feet wide lying Twelve (12) feet on either side of a center line and said centerline produced; said centerline being described as follows:

Beginning at a point on the East property line of Adams Street vacated Four Hundred and Twenty Six (426) feet South of the South property line of 11th Avenue; Thence Easterly and perpendicular to said east property line a distance of Eighty Six (86) feet.

42-67-1, 3, 4, 5, 6, 7, 8