

F.A.K. 9-21-59

120 S. Riverside Plaza  
Chicago, IL 60606  
ATTN: Mike LeBlanc

3 826844

EASEMENT FOR ELECTRICAL LINES AND GAS MAINS

KNOW ALL MEN That GATX Corporation

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, an easement, right and authority from time to time, to construct, erect, maintain, operate, repair, replace and renew towers and poles, and to string, install, construct, erect, maintain, operate, repair, replace and renew wires, cables, and other necessary equipment upon and between such towers and poles, and additional towers, poles, wires, cables and other necessary equipment from time to time, and to operate by means thereof from time to time, one or more line or lines for the transmission, distribution and delivery of electrical energy to the public in general to be used for light, heat, power, telephone and/or 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 situated in Section 28, Township 37N North, Range 9W of the Second Principal Meridian, in the county of Lake, State of Indiana, described as follows:

33 foot easement within vacated 145th Street.

DESCRIPTION: Being a 33 foot strip of land lying in the East Half of Section 28, Township 37 North, Range 9 West of the Second P.M. in the City of East Chicago, Indiana, more particularly described as follows:

Beginning at the intersection of the North line of the Southeast Quarter of said Section 28 and the West line of Euclid Avenue; thence North along the West line of Euclid Avenue, a distance of 14.00 feet; thence North 88° 32' 34" West, parallel to the North line of said Southeast Quarter, a distance of 1340.92 feet, more or less to a point on the East line of the 33 foot wide right of way of the Indiana Harbor Belt Railroad; thence South 0° 11' 25" East along said right of way line, a distance of 33.01 feet; thence South 88° 32' 34" East parallel to the North line of said Southeast Quarter, a distance of 1340.76 feet, more or less to the West line of Euclid Avenue; thence North along said West line, a distance of 19.01 feet to the point of beginning.

OCT 31 11 45 AM '85  
STATE OF INDIANA  
LAKE COUNTY  
AUDITOR

FILED

OCT 31 1985

Access to the above described strip of land over the adjoining lands of the grantors is hereby granted. Any damage to the crops, tile, fences, or buildings 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, erection, repair, replacement or renewal of said towers, poles, wires, cables, or equipment, and 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 down and remove from the premises and from the adjoining lands of Grantor any overhanging branches or undergrowth, or any trees of such height which may, in the sole judgement of Grantee, endanger the safety of, or interfere with the use or enjoyment of, any of Grantee's facilities. Patrolling said line or lines on foot shall not constitute grounds for a claim for crop damage.

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

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, construction, erection, maintenance, operation, repair, replacement or renewal of said electric transmission line or lines and said line or lines of pipe, and the structures, equipment, facilities and appurtenances connected therewith over and across said strip of land.

The undersigned grantors hereby covenant that they are the owners in fee simple of said real estate, are lawfully seized thereof, and have 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 grantors will warrant and defend the title to the 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.

1589 700

118057

IN WITNESS WHEREOF, the grantors have duly executed this instrument this 9th day of October, A. D. 19 85.

\_\_\_\_\_  
(SEAL) GATX Corporation (SEAL)  
ATTEST: [Signature] (SEAL) By: [Signature] (SEAL)  
\_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL)

In consideration of one dollar (1.00) and other considerations, 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.

\_\_\_\_\_  
(SEAL)

STATE OF INDIANA

SS:

COUNTY OF \_\_\_\_\_

Personally appeared before 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)

Notary Public

My Commission expires \_\_\_\_\_

STATE OF ~~INDIANA~~ Illinois

SS:

COUNTY OF Cook

BE IT REMEMBERED that on this 9th day of October, A. D., 19 85 before me, a Notary Public in and for the county and state aforesaid, personally appeared Paul A. Heinen  
Vice President and John Levin Assistant Secretary,  
respectively of GATX Corporation

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 and notarial seal the day and year first above written.

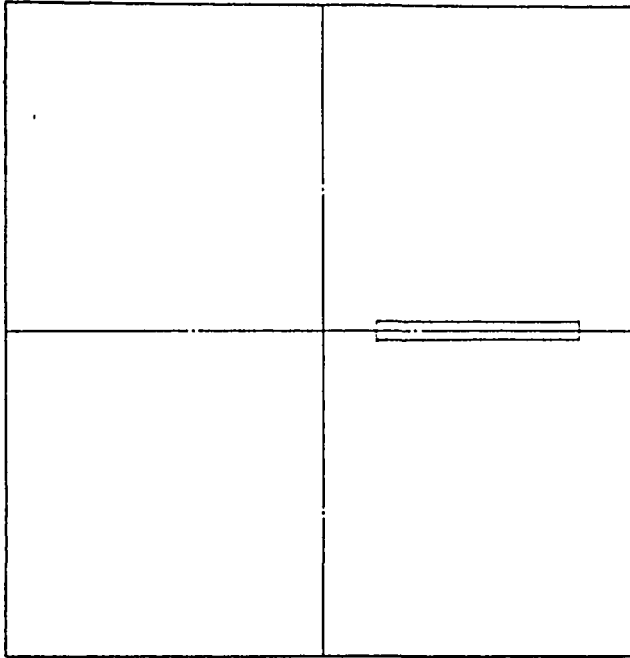
[Signature]  
Notary Public (SEAL)

My Commission expires July 25, 1988

Checked by C. M. MERROW, JR.  
Date 9.27.85  
District Hammond  
Contract File No. 35943  
Charge Acct. No. 40819-1

# EASEMENT MAP RECORD

LOCATION PLAT



SECTION 28 TOWNSHIP 37 N RANGE 9 W

CONTRACT NO. 35943

EASEMENT GAS  
ELECTRIC

GRANTOR GATX CORPORATION

COUNTY LAKE TWP. NORTH

TOWN EAST CHICAGO RURAL

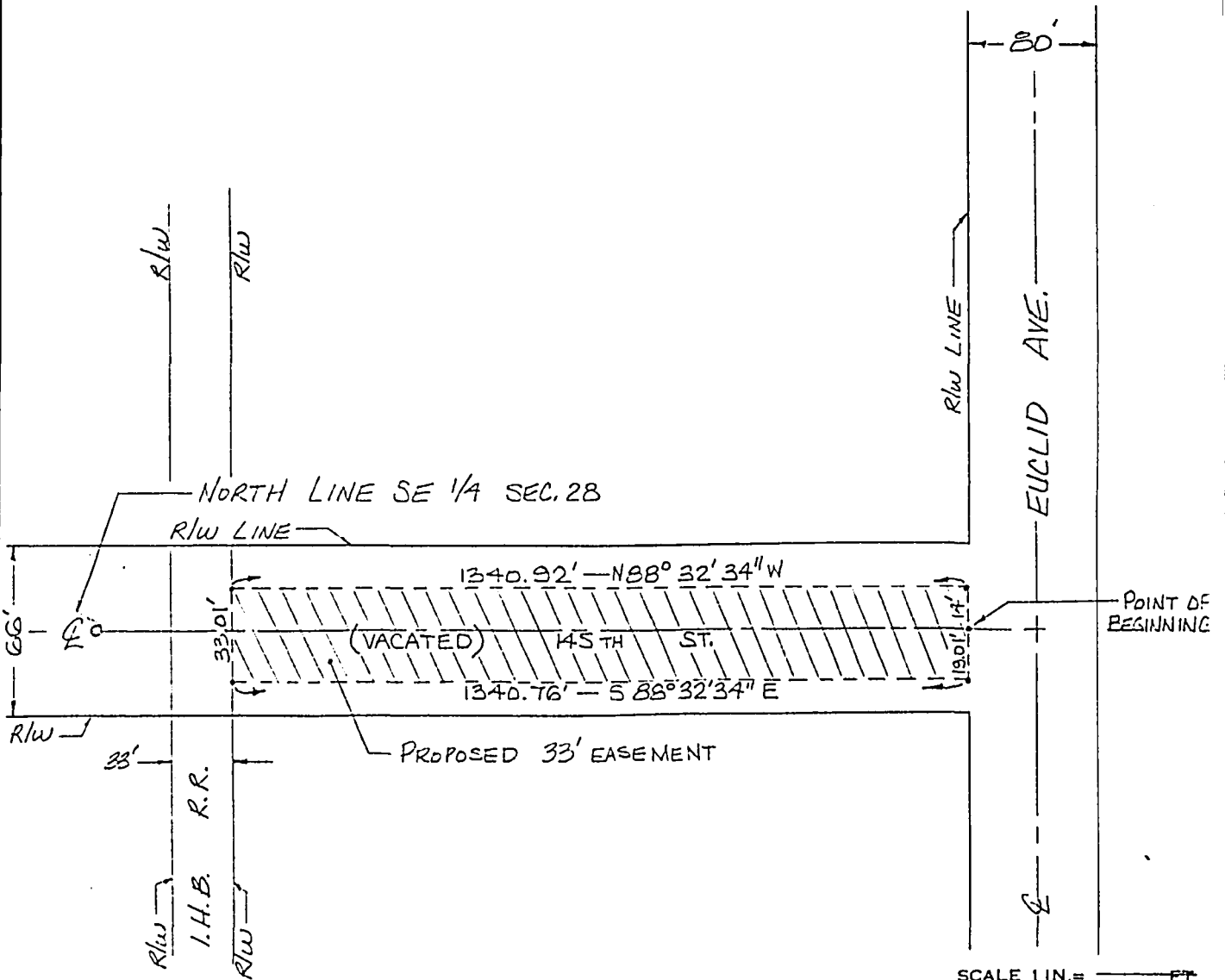
DATE 9.17.85 W. O. NO.

TRANSMISSION \_\_\_\_\_ SIZE OF MAIN 4"  
DISTRIBUTION X VOLTAGE 12.5 K

NORTHERN INDIANA PUBLIC SERVICE COMPANY



DETAIL



SCALE 1 IN. = \_\_\_\_\_ FT.  
NOTE