

5265 Johnson

Jan 16320

003873

KNOW ALL MEN, that Focus Partnership I

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 systems 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 SW 1/4 of Township 35 North, Range 8 West of the Second Principal Meridian, in the County of Lake State of Indiana, describes as follows: #22

Document is NOT OFFICIAL!

An easement 15 foot wide lying 7.5 feet on each side of the following described line: Beginning at the southwest corner of Lot 12, Resubdivision of Part of Blocks "E" and "F" and all of "G" and "H", Lincoln Square an addition to the Town of Merrillville, as per plat thereof, recorded in Plat Book 58, page 24, in the Office of the Recorder of Lake County Indiana; thence South 88° 22' 56" East, 165.08 feet; thence North 00° 13' 12" West, 120.00 feet to the point of termination.

FILED

STOP

#15-538

APR 05 1990

*Ann M. Anton*  
 AUDITOR LAKE COUNTY



STATE OF INDIANA S. NO.  
 LAKE COUNTY  
 FILED  
 APR 5 3 48 PM '90  
 ROBERT REEDER

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 28 day of FEBRUARY

1990

Focus Partnership I

*Jerald J. Good*  
 \_\_\_\_\_ (SEAL)  
 (Jerald J. Good)

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

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

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

\_\_\_\_\_ (SEAL)  
 (John M. Peterman)

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

This instrument was prepared by *David Hensrud*

(David Hensrud)  
 DON W. CARNAHAN - NIPSCO

001689

5:50  
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STATE OF INDIANA )  
 ) SS:  
COUNTY OF Lake )

Personally appeared before me the undersigned, a Notary Public in and for said county and state  
Jerald J. Good & John M. Peterman, who acknowledged the execution of the foregoing  
Instrument to be their voluntary act and deed.

WITNESS my hand and notarial seal this 28<sup>th</sup> day of July, 1990.



Diana K Wescjahn (SEAL)  
Notary Public  
Resident of Porter County

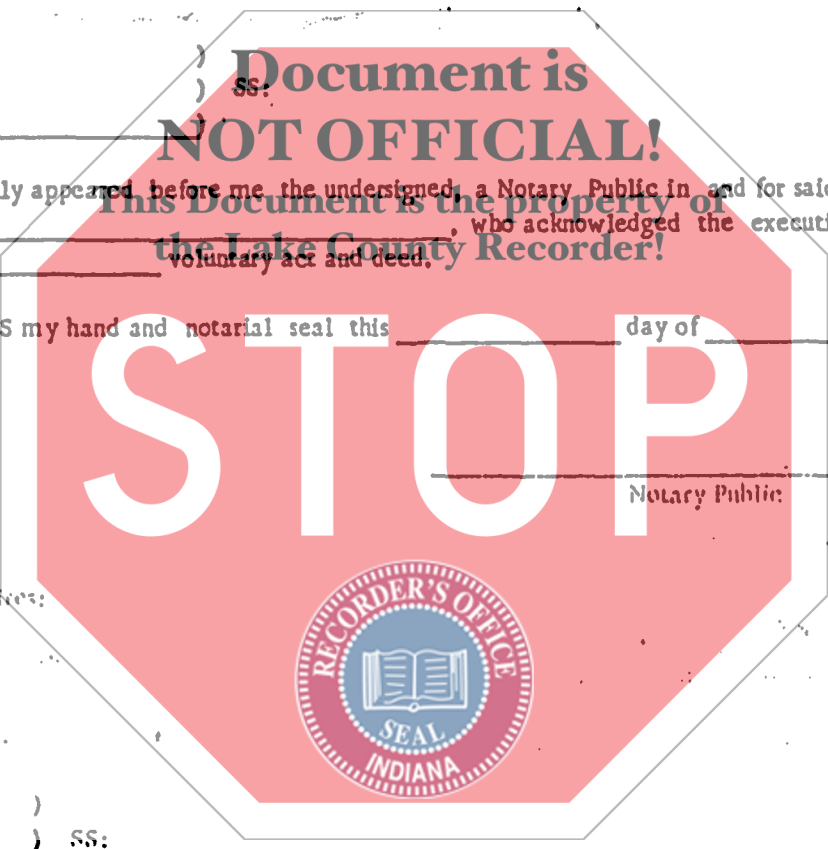
My Commission expires: 10/20/93

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 notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

My Commission expires:



STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

TO BE REMEMBERED that on this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before  
me, a Notary Public in and for the County and State aforesaid, personally appeared \_\_\_\_\_,  
\_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_  
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.

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

\_\_\_\_\_  
Notary Public (SEAL)

My Commission expires:

Checked By DON W. CARNAHAN  
Date 3-9-90  
District GARY  
Contract File No. 27294  
Charge Acct. No. WA 50398-15