

EASEMENT FOR UNDERGROUND ELECTRICAL LINES AND GAS MAINS

112485

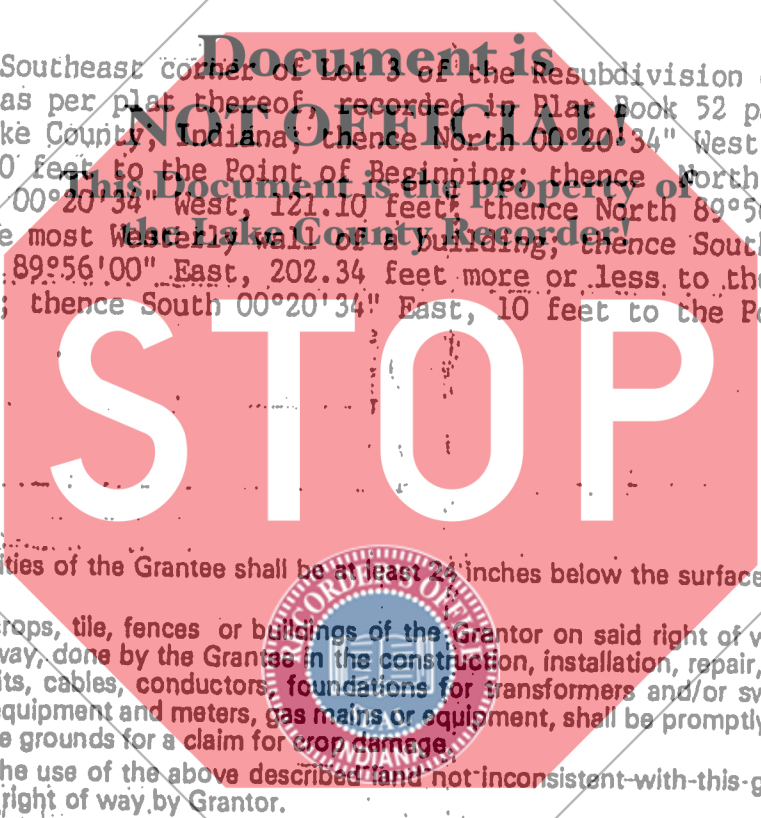
5265 Hobman
Hm 46320-1775

Form 820-21 Rev. 11-74

KNOW ALL MEN, That Gordon Food Service, Inc.

hereinafter called "Grantor," for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, in hand paid to the Grantor, hereby grants and conveys to NORTHERN INDIANA PUBLIC SERVICE COMPANY, an Indiana corporation, hereinafter called "Grantee," and to its 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) foundations, located aboveground, for transformers and/or switch gear, with transformers and/or switch gear, located thereon, and meter pedestals with metering equipment and meters, where 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 free ingress and egress to and from the strip of easement land, and over adjoining lands of Grantor, for the purposes mentioned herein, together with the right to excavate and refill ditches for trenches 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 or other obstructions which may, in the sole judgment of Grantee, endanger the safety of, or interfere with the use or enjoyment of said easement or any of Grantee's facilities, arising from the growth of trees or underground root systems or any other obstructions including the right to clear and keep cleared such obstructions from the surface and subsurface as may be necessary for the installation, maintenance or use of such facilities and the easement therein, and to operate by means thereof 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 other purposes, and to lay, install, inspect, 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, under, across, above, along and over a strip of land or right of way situated in Section 20, Township 35 North, Range 8 of the Second Principal Meridian, in the County of LAKE, State of Indiana, described as follows:

Commencing at the Southeast corner of Lot 3 of the Resubdivision of Lots 3, 4, 5 and 6 in Lincoln Ridge, as per plat thereof, recorded in Plat Book 52 page 30, in the Office of the Recorder of Lake County, Indiana; thence North 00°20'34" West along the West line of Cleveland Place, 20 feet to the Point of Beginning; thence North 89°56'00" West, 217.34 feet; thence North 00°20'34" West, 121.10 feet; thence North 89°56'00" East, 15.0 feet more or less to the most westerly wall of a building; thence South 00°20'34" East, 111.20 feet; thence South 89°56'00" East, 202.34 feet more or less to the West right-of-way line of Cleveland Place; thence South 00°20'34" East, 10 feet to the Point of Beginning.



STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
JUL 19 9 14 AM 1984
ROBERT JOHNSON
RECORDER

Any underground facilities of the Grantee shall be at least 24 inches below the surface of the soil, as the surface now exists. Any damages to the crops, tile, fences or buildings of the Grantor on said right of way, or on lands of the Grantor adjoining the said right of way, done by the Grantee in the construction, installation, repair, replacement or renewal of said underground ducts, conduits, cables, conductors, foundations for transformers and/or switch gear, transformers and/or switch gear, and metering equipment and meters, gas mains or equipment, shall be promptly paid by the Grantee. Patrolling said lines shall not constitute grounds for a claim for crop damage.

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.

Grantor covenants and agrees not to cut, make excavations beneath, fill or permit fill to be placed upon the surface of the real estate herein described without the written consent of Grantee.

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, underground ducts or conduits, foundations for transformers and/or switch gear and transformers and/or switch gear thereon, and meter pedestals with metering equipment and meters, gas mains and pipes and the 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 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 presents to be binding on the heirs, executors, administrators, grantees and assignees of the Grantor, and upon the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has duly executed this instrument this 26th day of MAY A.D. 19 84.

_____(SEAL) Dany F. Kent (SEAL) X
_____(SEAL) GORDON FOOD SERVICE, INC. (SEAL) X
_____(SEAL) _____ (SEAL) X

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.

This instrument prepared by T. Clifford Fleming, Attorney At Law
99 East 86th Avenue, Suite E, Merrillville, IN
DON W. CARNAHAN

8.00

STATE OF ~~INDIANA~~ Michigan
COUNTY OF Kent } SS:

Personally appeared before me the undersigned, a Notary Public in and for said county and state
Gary Kortz

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

WITNESS my hand and notarial seal this 25th day of May, 1989

Paul Carnahan (SEAL)
PAUL CARNAHAN, Notary Public
KENT CO., MICHIGAN

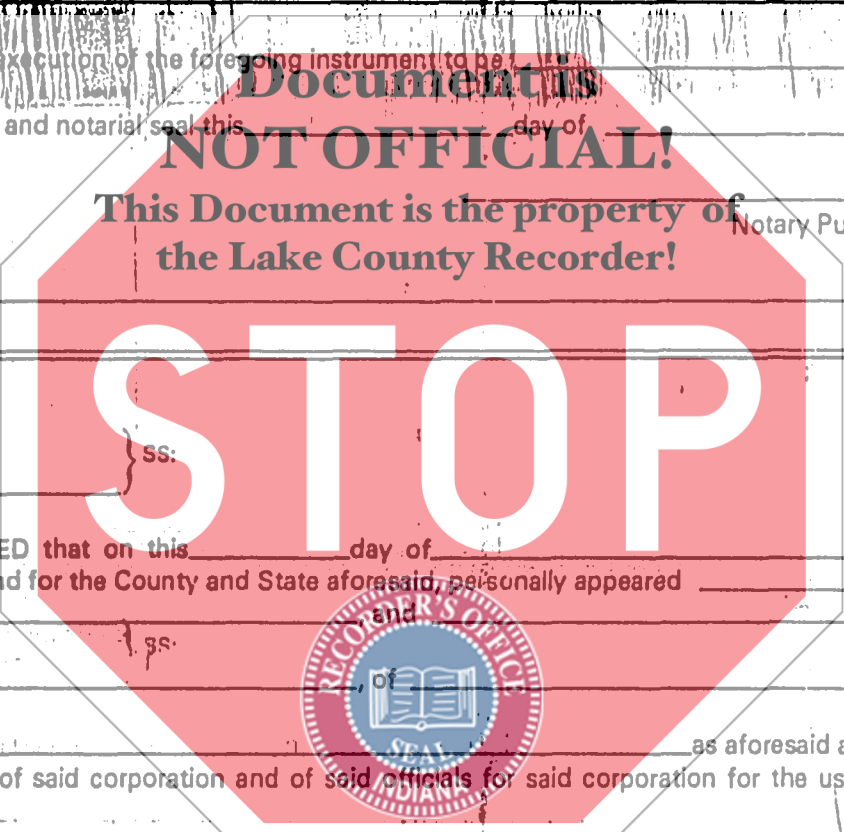
My Commission Expires: September 22, 1991

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____



My Commission Expires: _____ (SEAL)

STATE OF INDIANA
COUNTY OF _____ } SS:

BE IT REMEMBERED that on this _____ day of _____, 19____, before me, a Notary Public in and for the County and State aforesaid, personally appeared _____

_____ 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: _____

EASEMENT FOR UNDERGROUND ELECTRICAL LINES AND GAS MAINS	FROM	Gordon Food Service, Inc.	Grantor
	TO	NORTHERN INDIANA PUBLIC SERVICE COMPANY	
Checked by	DON. W. CARNAHAN		
Date	7-9-90		
District	Carnahan Point		
Contract File No.	32355		
Charge Acct. No.	50002-3		