

EASEMENT FOR UNDERGROUND ELECTRICAL LINES AND GAS MAINS

5265 Johnson
Ann 46320-1775

Form 820-23

91016897

KNOW ALL MEN, That TRIEX DEVELOPMENT, 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 10, Township 35 North, Range 9W of the Second Principal Meridian, in the County of Lake, State of Indiana, described as follows:

A strip of land in the Southeast Quarter (S.E. 1/4), of the Southeast Quarter (S.E. 1/4), of the Northeast Quarter (N.E. 1/4), of Section 10, Township 35 N, Range 9W in Triex 1st Addition as recorded in Plat Book 67, Page 18 in the office of the recorder of Lake County: Said strip being the West Ten (10) Feet of the East Four Hundred Seventy Eight (478) Feet, North Twenty (20) Feet, of Lot one (1), Triex 1st Addition, Town of Schererville.

FILED

APR 08 1991

Carol N. Antonio
AUDITOR LAKE COUNTY

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STATE OF INDIANA/S.S. NO. LAKE COUNTY RECORDER APR 10 10 32 AM '91 ROBERT 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 13th day of March, A.D. 1991.

ATTEST: SIGNED *Linda M. Rex* (SEAL)
LINDA M. REX - SECRETARY (SEAL)

TRIEX DEVELOPMENT, INC.
SIGNED: *Ronald A. Rex* (SEAL)
RONALD A. REX - PRESIDENT (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.

DON W. CARNAHAN

This instrument prepared by _____

00383 (SEAL) 800

STATE OF INDIANA

COUNTY OF Lake } ss:

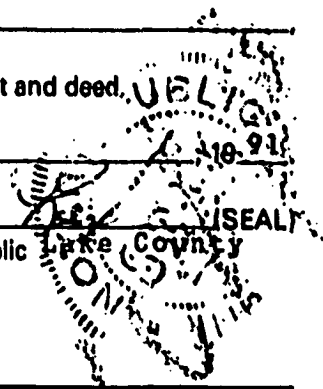
Personally appeared before me the undersigned, a Notary Public in and for said county and state _____

Linda M. Rex

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

WITNESS my hand and notarial seal this 13th day of March

Kaye M. Rex Notary Public Lake County



My Commission Expires: Oct. 13th 1994

STATE OF INDIANA

COUNTY OF Lake } ss:

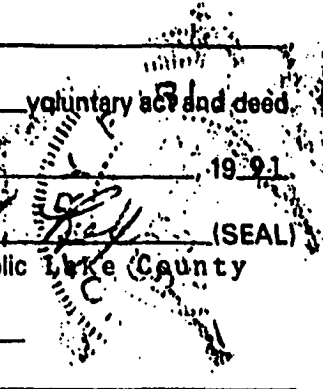
Personally appeared before me the undersigned, a Notary Public in and for said county and state _____

Ronald A. Rex

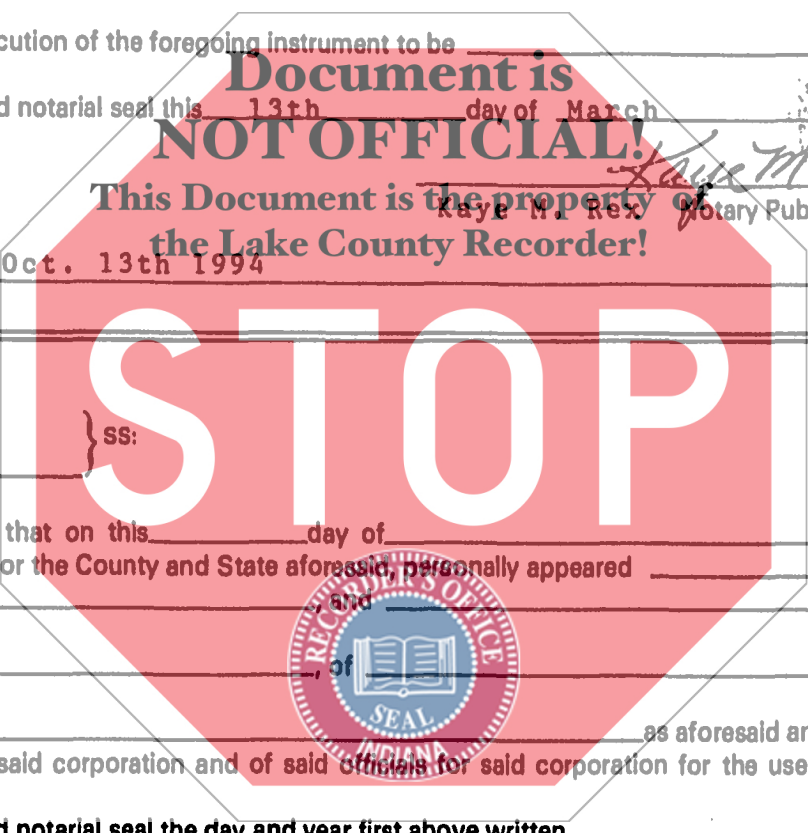
who acknowledged the execution of the foregoing instrument to be _____ voluntary act and deed.

WITNESS my hand and notarial seal this 13th day of March

Kaye M. Rex Notary Public Lake County



My Commission Expires: Oct. 13th 1994



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

Grantor,

TO

NORTHERN INDIANA PUBLIC SERVICE COMPANY

DON W. CARNAHAN

Checked by

Date

District

Contract File No.

Charge Acct. No.

March 11, 1991

Hammond

37471

52002-1