Carchinal Property
833 W. Sincoln
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1 School In.

Know All Men, That

Robert T. Jen and Ruth E. Jen, Husband and Wife

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, a right-of-way to lay, install, maintain, operate, repair, replace and renew gas mains and a line or lines of pipe 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 Section35....., Township35...... North, Range 8 West of the Second Principal

The Easterly forty (40) feet of the Southerly seventy-five (75) feet of that part of the Northeast quarter (1/4) of the Northeast quarter (1/4) of Section 35, township thirty-five (35) North, Range eight (8) West of the second (2nd) principal, meridian, in Lake County, Indiana, lying Northerly of the center line of Deep River, except the North 331 feet of the East 1320 feet of said quarter (1/4) quarter (1/4) section. Key#15-13H-7

DR 935190

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JUN 29 1992

Access to the above described strip of land over the adjoining lands of the grantors is hereby granted. Any pipe line, or lines, shall, at the time of the construction thereof, be buried to such depth as shall not interfere with the cultivation of or lines, shall, at the time of the construction thereof, be buried to such depth as shall not interfere with the cultivation of said premises. Grantee shall replace in a good and workmunitie manner all tile cut in the construction of its line or lines hereunder. Any damage to the crops, fences, or improvements 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, repair, replacement or renewal of 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 or trim trees, bushes and saplings growing upon or extending over said strip of land so far as may be reasonably necessary in the installation, maintenance, operation, repair, replacement or renewal of said line or lines of pipe and the equipment and facilities connected therewith. Patrolling said line or lines of pipe on foot shall not constitute grounds for a claim for even damage. constitute grounds for a claim for crop damage.

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

The rights herein granted may be assigned in whole or in part.

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, maintenance, operation, repair, replacement or renewal of said line or lines of pipe, and the equipment and facilities connected therewith, over and across said strip of land.

The undersigned grantors hereby covenant that they are the owners in fee simple of said strip of land, are lawfully seized thereof, and have good right to grant and convey said easement herein, and guarantee the quiet possession thereof, that the said strip of land is free from all encumbrances, and that the grantors will warrant and defend the title to 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.

IN WITNESS WHEREOF, the grantors have duly executed this instrument this

June, A.D., 19.<u>92</u> _____(SEAL) Ruth E. Jen Robert T. Jen(SEAL)

In consideration of one dollar (\$1.00), 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 DOCUMENT PREPARED BY DON W. CARNAHAN

01537 (SEAL)

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STATE OF INDIANA	1	•
COUNTY OFLake	SS.	
Personally appeared before me the unde	signed, a Notary Public in and for said county and	state
Robert T. Jen and Rut		
who acknowledged the execution of the foregoin	g instrument to be vo	luntary act and deed.
WITNESS my hand and notarial seal th	is 15711 day of June	1992
	•	
	Dick Graker	(SEAL)
My Commission expires	Notary Public	
STATE OF INDIANA	ss.	
COUNTY OF	···)	
Personally appeared before me the undersigned, a Notary Public in and for said county and state		
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D	ocument is	(SEAL)
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STATE OF INDIANA the Lal	ce County Recorder!	
COUNTY OF)	48 - 1-4
	day of	
Notary Public in and for the county and state a	foresaid, personally appeared	***************************************
President and		Secretary, respective-
ly of		and each acknowledged
the execution of the above and foregoing instru- corporation and of said officials for said corporat	ment in behalf of said corporation as the voluntary	act and deed of said
WITNESS my hand notarial seal the da	y and year first above written.	
	TO SEAL !	
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My Commission expires	Notary Publi	c
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