

E 3-759

Cardinal Property Management
833 W Lincoln Hwy #109
Acher 46375

EASEMENT FOR GAS MAINS
Form 820-1C
Rev. 2-61

Know All Men, That Michael C. Liptak, Jr. and Marvine L. Liptak, husband and wife, and Lawrence J. Liptak, an unmarried adult

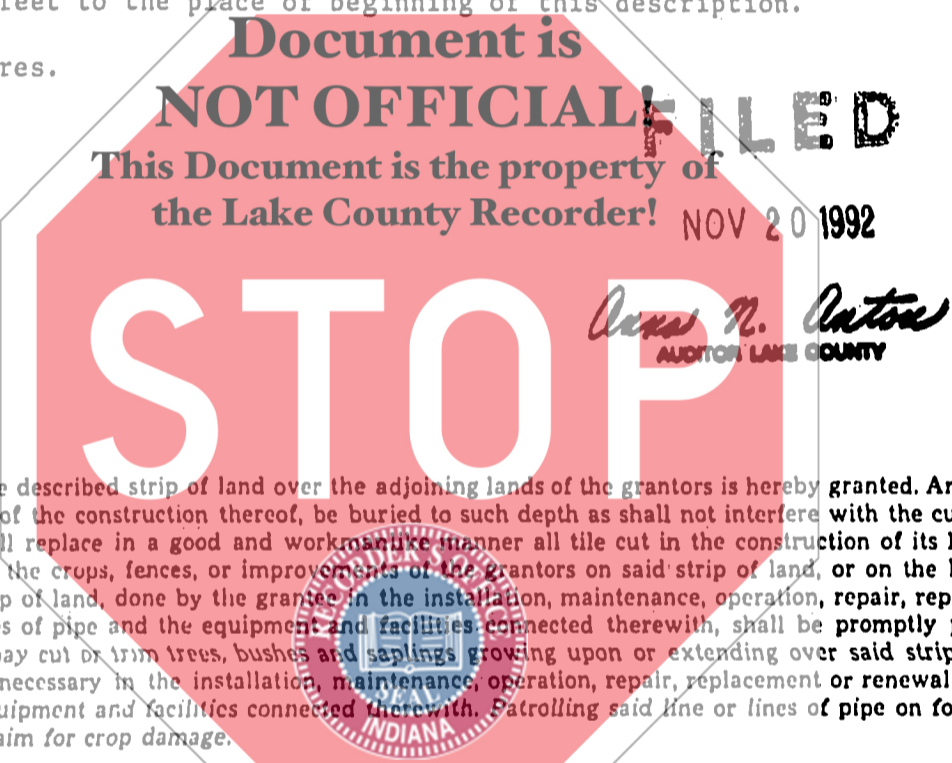
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herein called the "grantors", in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid to the grantors, hereby grant to Northern Indiana Public Service Company, an Indiana corporation, and to its successors 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 Section 28, Township 37 North, Range 9 West of the Second Principal Meridian, in the county of Lake, State of Indiana, described as follows:

Commencing at the point where the North and East line of the right-of-way of Indiana Natural Gas and Oil Company intersects the South line of the right-of-way of the Chicago and Calumet Terminal Railway (as described in the deed of the Calumet Canal and Improvement Company to said Chicago and Calumet Terminal Railway Company of date April 2, 1890); thence Easterly along the South line of the right-of-way of the said Chicago and Calumet Terminal Railway for a distance of 155 feet; thence South for a distance of 106.95 feet to the North and East line of said right-of-way of the said Indiana Natural Gas and Oil Company; thence Northwesterly along said right-of-way a distance of 188.32 feet to the place of beginning of this description.

Containing 0.190 acres.



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 said premises. Grantee shall replace in a good and workmanlike 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 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 21st day of

September 21, 1992
Michael C. Liptak, Jr. (SEAL)
Marvine L. Liptak (SEAL)
Lawrence J. Liptak (SEAL)

Marvine L. Liptak (SEAL)
(SEAL)
(SEAL)

In consideration of one dollar (\$1.00), the undersigned hereby adopts and joins in the execution of the above and foregoing easement and grants to the enjoyment by grantee therein of the rights granted by said easement.

01517 800 (SEAL)

STATE OF INDIANA
FILED FOR RECORDING
NOV 20 1992
AUDITOR LAKE COUNTY

STATE OF OHIO
COUNTY OF CUYAHOGA } SS.

Personally appeared before me the undersigned, a Notary Public in and for said county and state
Michael C. Liptak, Jr. and Marvine L. Liptak, husband and wife, and
Lawrence J. Liptak, an unmarried adult
who acknowledged the execution of the foregoing instrument to betheir..... voluntary act and deed.

WITNESS my hand and notarial seal this 21 day of SEPTEMBER, 1992

WALTER J. ZAUCHA, Notary Public
My Commission expires My Commission Expires May 23, 1993

Walter J. Zaucha (SEAL)
Notary Public

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

Document is NOT OFFICIAL!

Notary Public

STATE OF INDIANA
COUNTY OF } SS.

This Document is the property of the Lake County Recorder!

BE IT REMEMBERED that on this day of A.D., 19....., before me, a

Notary Public in and for the county and state aforesaid, personally appeared

..... President and Secretary, respective-

ly of 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 notarial seal the day and year first above written.



My Commission expires

Notary Public

EASEMENT FOR GAS MAINS

FROM

Grantor,

TO

NORTHERN INDIANA
PUBLIC SERVICE COMPANY

Checked by John R. Henry

Date 9-1-92

District Hammond

Contract File No. 37759

Charge Acct. No. WO 41066-1