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EASEMENT

*Cardinal ...
833 W. ...
Scherel, Jr.
44375*

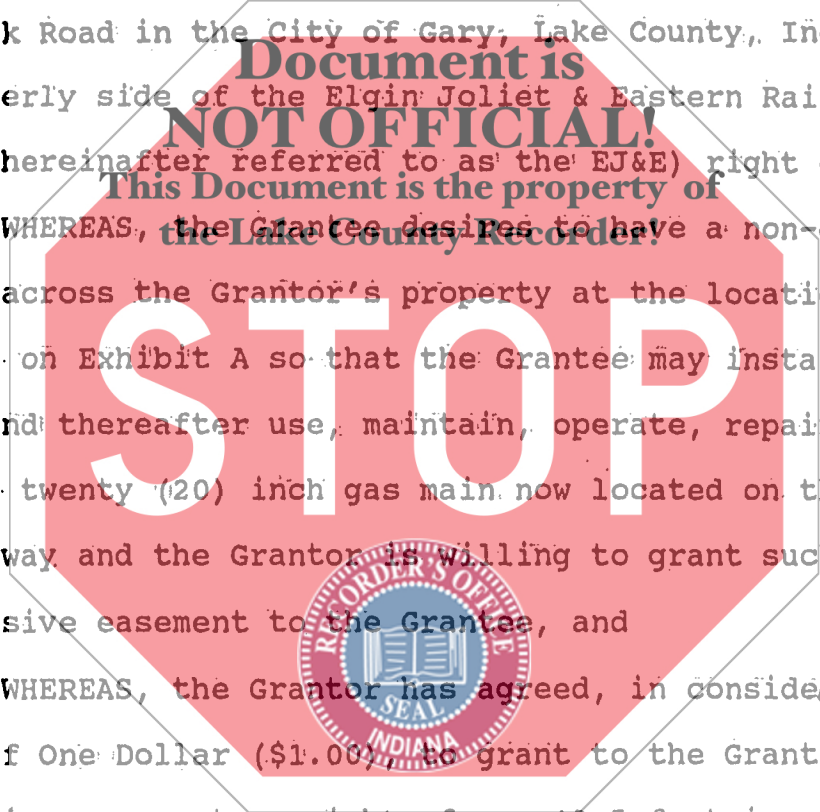
THIS EASEMENT made effective the 18th day of November, 1992, By and Between USX CORPORATION, formerly known as United States Steel Corporation, a Delaware corporation, (hereinafter called the "Grantor") and NORTHERN INDIANA PUBLIC SERVICE COMPANY, an Indiana corporation, (hereinafter referred to as the "Grantee").

WHEREAS, the Grantor is the owner of a parcel of land near Clark Road in the City of Gary, Lake County, Indiana, on the northerly side of the Elgin Joliet & Eastern Railroad Company (hereinafter referred to as the EJ&E) right of way, and

WHEREAS, the Grantee desires to have a non-exclusive easement across the Grantor's property at the location described on Exhibit A so that the Grantee may install, remove, replace and thereafter use, maintain, operate, repair and replace a twenty (20) inch gas main now located on the EJ&E right of way and the Grantor is willing to grant such non-exclusive easement to the Grantee, and

WHEREAS, the Grantor has agreed, in consideration of the sum of One Dollar (\$1.00), to grant to the Grantee a nonexclusive easement or right of way 49.5 feet in width to enable Grantee, its successors and assigns to have ingress, egress and regress to said twenty (20) inch gas main;

WITNESSETH, that in pursuance of said agreement and in consideration of the sum of One Dollar (\$1.00) paid by the Grantee to the Grantor, the receipt whereof is hereby acknowledged by the Grantor, the Grantor hereby grants to the Grantee, its successors and assigns a 49.5 foot wide easement



SARAH L. ...
RECORDER
FEB 23 8 34 AM '93

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

FILED

FEB 22 1993

James B. Anton
AUDITOR LAKE COUNTY

00602

1600

for ingress, egress, and regress to a twenty (20) inch gas main which Grantee will install, maintain, use, operate, and remove from Grantor's property, such easement lying 24.75 feet on either side of the center line of such easement as described on Exhibit A together with the right of Grantee, its agents, servants, employees, visitors, licensees, contractors, subcontractors, successors and assigns, at all times hereafter to use and travel across such easement area for the purpose of installing, repairing, replacing, operating, and maintaining a twenty (20) inch gas main of Grantee, subject to the following covenants, terms and conditions which shall be binding upon Grantor and Grantee, their successors and assigns:

1. Grantee will be responsible to maintain the easement area in its present condition and agrees not to place any building, equipment or materials on the easement area without obtaining the prior written consent of Grantor.
2. Grantor will pay all real estate taxes and assessments on the 49.5 foot wide easement area.
3. This easement shall bind the land so long as the Grantee requires the easement for the installation, use, operation, maintenance, repair and replacement of the Grantee's twenty (20) inch gas main or any replacement gas main up to thirty-six (36) inches in diameter at the same location on Grantor's property.
4. Upon termination of this easement, after receiving written notification from Grantor Grantee agrees to

remove all of Grantee's pipelines and related auxiliary equipment installed and located on Grantor's property as described on Exhibit A from Grantor's property as soon as practicable but in no event later than one (1) year after receipt of written notice from Grantor.

5. The grant of this easement is subject to the rights of any third parties in all or any part of the easement area whether recorded or not, including but not limited to any rights of utilities in the easement area.

6. Grantee will indemnify Grantor against and hold Grantor harmless from and against any and all claims, actions, losses, expenses, fines, fees, or damages, including court costs and attorneys fees incurred by Grantor arising from Grantee's exercise of its rights hereunder, from the loss of life, personal injury or property damage occurring or caused as a result of Grantee's exercise of its rights under this easement unless due to the sole fault of Grantor; and from the violation by Grantee of any ordinance, permit, order, law, regulation, including but not limited to any environmental law, ordinance or regulation, statute, judgment or decree in the exercise of its rights under this easement.

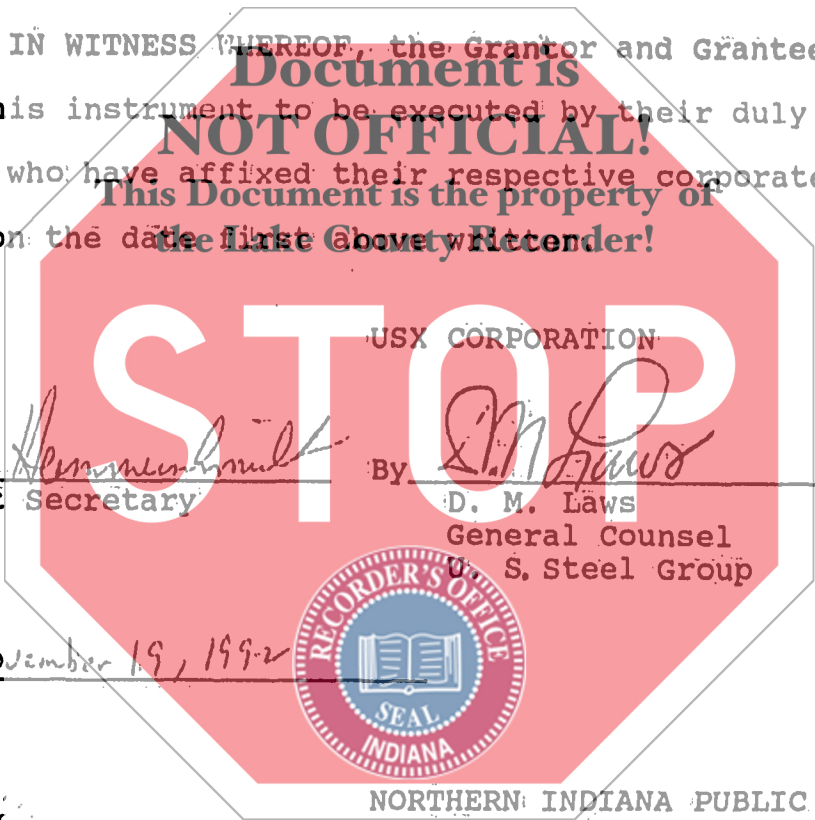
7. Grantor reserves use of the land not inconsistent with this easement, including the right to construct roads over the easement area, provided that Grantor may not place any building or structure on the easement area which would prohibit Grantee from using the easement area for the purposes recited herein.

8. Grantor covenants that it has good right to grant and convey such easement described herein and guarantees to Grantee the quiet possession thereof.

9. This easement shall be binding upon and inure to the benefit of the successors, grantees and assigns of each of the parties hereto.

TO HAVE AND TO HOLD the easement or right of way hereby granted unto the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed by their duly authorized officers who have affixed their respective corporate seals thereto on the date first above written.



ATTEST:

John H. Hummer
Assistant Secretary

USX CORPORATION

BY D. M. Laws
D. M. Laws
General Counsel
U. S. Steel Group

Date: November 19, 1992

ATTEST:

Wina M. Rausch
Secretary

NORTHERN INDIANA PUBLIC SERVICE COMPANY

BY Patrick J. Mulchay
PATRICK J. MULCHAY

Date: November 2, 1992

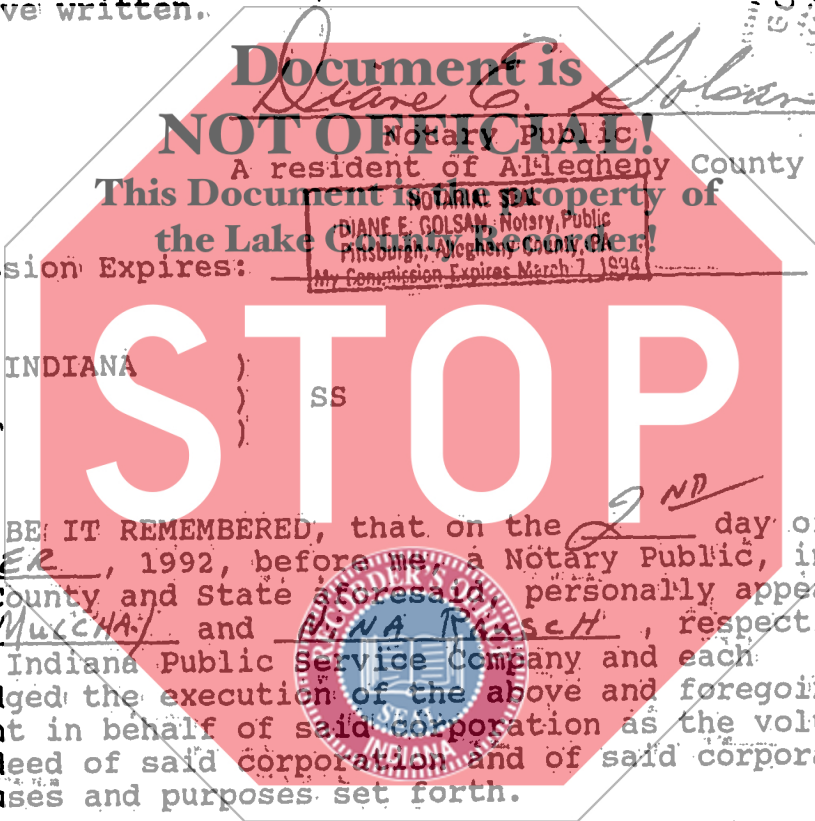
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

SS:

BE IT REMEMBERED, that on the 19th day of November, 1992, before me, a Notary Public, in and for the County and State aforesaid, personally appeared D. M. Laws and J. A. Hammerschmidt, General Counsel, U. S. Steel Group and Assistant Secretary, respectively of USX Corporation, 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 corporation, for the uses and purposes set forth.

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



My Commission Expires:

STATE OF INDIANA

SS

COUNTY OF

BE IT REMEMBERED, that on the 2nd day of DECEMBER, 1992, before me, a Notary Public, in and for the County and State aforesaid, personally appeared PATRICK J. MUCCHIA and DINA RUSCH, respectively of Northern Indiana Public Service Company 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 corporation, for the uses and purposes set forth.

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

John R. Carr
Notary Public
A resident of LA PORTE County

My Commission Expires: MAY 2, 1995

M MARBACH & BRADY B LAND SURVEYING, INC.

55908 Jay Dee Street • Elkhart, Indiana 46514 • (219) 293-3011

Christian F. Marbach, R.L.S.

Loren K. Stackhouse, R.L.S.

Byron M. Brady, R.L.S.

June 24, 1992

3 ROD EASEMENT ACROSS U.S. STEEL PROPERTY

A strip of land in Section 30, Township 37 North, Range 8 West of the Second Principal Meridian in the County Lake, State of Indiana, and described as follows:

A strip of land situated in the Southwest Quarter (SW $\frac{1}{4}$) of said Section 30, said strip of land being 49.5 feet wide and lying 24.75 feet wide on each side of centerline, and said centerline produced, said centerline being described as follows:

Beginning at a point on the West line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 30, said point being 1135.9 feet North of the Southwest corner of said Section 30, said point also being 24.75 feet Northeasterly (measured at right angles) of the Northeasterly right-of-way line of the Elgin, Joliet and Eastern Railroad; thence Southeastwardly parallel with and 24.75 feet Northeasterly of said right-of-way line a distance of 910 feet to the point of curvature of a curve to the right; thence Southwestwardly along said curve to the right (R = 5804.45 feet) concentric with and 24.75 feet Northeasterly of said right-of-way line a distance of 874.7 feet to a point on a non-tangent curve to the left; thence along said curve to the left (R = 1039.59 feet) concentric with and 24.75 feet Northeasterly of said right-of-way line a distance of 257.2 feet to the point of ending of this description.

Containing 2.32 acres of land.

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EXHIBIT A