

Cardinal

833 W. Lincoln Hwy  
Schererville

Know All Men That

46375

93018443

New Chicago American Legion Post #454

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 19, Township 36 North, Range 7W of the Second Principal

Meridian, in the county of Lake, State of Indiana, described as follows:

Commencing at the Northwest corner of Lot 11 Block 3, as said lot is known and designated on the recorded Plat of Seventh Addition to New Chicago, said plat being recorded in Plat Book 7, Page 30 of the records of Lake County, said point being on the East right-of-way line of Michigan Street; thence Northwardly along the East right-of-way line of said Michigan Street a distance of 131.4 feet to the PLACE OF BEGINNING of this description; thence Eastwardly with a deflection angle of 90° to the right a distance of 30 feet to a point; thence Northwardly with a deflection angle of 90° to the left parallel with the East right-of-way line of said Michigan Street a distance of 180 feet, more or less to the South waters edge of Deep River; thence Northwestwardly along said waters edge a distance of 30.8 feet, more or less to a point on the East right-of-way line of said Michigan Street; thence Southwardly along the East right-of-way line of said Michigan Street a distance of 187 feet, more or less to the place of beginning of this description.

Containing 0.13 of an acre of land



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 5 day of

MAR, A.D., 1993

Stanley Kesel (SEAL)  
Stanley Kesel  
Charles D. Edmaiston (SEAL)  
Charles D. Edmaiston  
Lester Brietsprecher (SEAL)  
Lester Brietsprecher

Paul Leon Wolek (SEAL)  
Paul Leon Wolek  
Joe Palmowski (SEAL)  
Joe Palmowski  
Mitchell J. Maddock (SEAL)  
Mitchell J. Maddock  
Robert Dammarell (SEAL)  
Robert Dammarell

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 instrument prepared by:  
Raymond D. Cole

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800

STATE OF INDIANA  
LAKE COUNTY  
FILED  
MAR 22 11 33 AM '93

STATE OF INDIANA

COUNTY OF LAKE } SS.

Personally appeared before me the undersigned, a Notary Public in and for said county and state Stanley Kesel, Charles D. Edmaiston, Lester Brietsprecher, Paul Leon Wolek, Joe Palmowski, Mitchell J. Maddock, Robert Dammarell

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

WITNESS my hand and notarial seal this 5 day of MAR, 1993.

Raymond D. Cole (SEAL) Notary Public, RESIDENT OF LAKE CO.

My Commission expires MAY 28, 1993

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

Notary Public

Document is NOT OFFICIAL!

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STATE OF INDIANA

COUNTY OF

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

Date

District

Contract File No.

Charge Acct. No.