herein called "Grantor", in consideration of the sum of one dollar (\$1.00) and other valuable considerations, in hands paid to the Grantor, hereby grant to NORTHERN INDIANA PUBLIC SERVICE COMPANY, an Indiana corporation, and to Indiana Bell Telephone Company, a corporation, herein together called "Grantee", and to their 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 others necessary appurtenances, in such underground ducts and condults; (c) pads for transformers, with transformers located thereon; (d) markers and test terminals, where reasonably necessary in the sole judgment and discretion of Grance herein together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, for the spurposes. herein described, including the right of ingress and egress to and from the strip of easement land, over adjoining lands of Giantor, 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 anytrees or undergrowth, which may, in the sole judgment of Grantee, endanger the safety of, or interfere with the use or enjoyment of, any of Grantee's facilities arising from the growth of trees or underground root system including the right to clear and keep cleared such obstructions from the surface and substitutace as may be necessary for the installation and maintenance of such facilities, and to operate by means thereof one or more line or lines for the transmission, distribution and delivery of electrical energy and for the transmission, distribution and delivery of telephone communications to the public in general, to be used for light, heat, power, telephone and other purposes, and to lay, install, 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, along and over a strip of land or right of way situated in Section ... 29. \_, Range 9 West of the Second Principal Meridian, in the County of 36 North Township Lake State of Indiana, describes as follows:

A strip of land in the Southeast & North, Range 9 West, of the Second Section 29, Township 36 idian, said strip being ten (10) feet wide lying fire (5) a center line and said center line produced described as follows:

**This Document** perty of Beginning at a point on the East rig point being one hundred twenty five Prairie Avenue ty seven hundredths (12 3.37) feet North of the North right-of-way line of 45th Avenue, thence Bost aur parallel to 45th Avenue a distance of two hundred seventy five hundredths (276.25) feet to point of termination. stx and Twenty

Any underground facilities of the Grantee shall be at least? now exists.

The Grantor reserves the use of the above described hand not inconsistent with this grant, but no buildings or structures shall be placed on the right of way by Grantor.

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, cables, underground ducts or conduits, pads for transformers and transformers thereon, markers and test terminals, gas mains and pipes and 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 guarantee 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 easee against all lawful alaims

There are the it he invested the hearth of and he	binding upon the Courter and successed and	and of the
These presents shall be inure to the benefit of and be Grantor, and upon the Grantee, their successors and assigns.  IN WITNESS WHEREOF, the Grantor has duly executed 19 %.	- · · · · · · · · · · · · · · · · · · ·	alchi.
ATTEST: (SEAL)	1/1 1/2	l (SEAL)
GLORIA OLTO - SECRETARY (SEAL)	PETER R. CANDELA - PRESIDENT	(SEAL)
(SEAL)		(SEAL)
,		

DON W. CARNAHAN

This instrument was prepared by

STATE OF INDIANA )	•
COUNTY OF 10/1-612 3 SS:	
Personally appeared before me the undersign	ed, a Notary Public in and for said county and state
Instrument to be ( ) voluntary act and deed	, who acknowledged the execution of the foregoing
WITNESS my hand and notarial seal this	31st day of March, 1993
1732 27200 121 J. Halle Will 10 Village 2 Volla 2000	
•	Cluba R. KUKUS (SEAD)
	Notary Public
My Commission expires:	*. •
Howard Comments	
Mas y	
STATE OF INDIANA	
COUNTY OF POLICE SS DOCU	ment is
Personally appeared before me the undersign	hed a Notary Aublican, and for said county and state
(1104.10. K. OHO This Document	who acknowledged the execution of the foregoing
instrument to be voluntary act and decine the Lake Cou	intvcRecorder!
WITNESS my hand and notarial seal this	3/3/ day of 1/21 (1, 19/3.
	12
	COLOR TO TO (SEAD)
	Notary Public
My Commission expires	RSON
TERESA R. KUHRTS Notary-Public, LaPorto Co., IN	
My Commission Expires Dec. 28, 1996	EAL
STATE OF INDIANA	DIANA
COUNTY OF LAKE )	
·	Januar 10 hafara
TO BE REMEMBERED that on this me, a Notary Public in and for the County and State afo	resaid, personally appeared
, and	as aforesaid and said corporation, as the voluntary act
and deed of said corporation and of said officials for said	
WITNESS my hand and notarial seal the day	and year first above written,
, , , , , , , , , , , , , , , , , , ,	·
· <b>!</b> ··	
	Notary Públic
:	
My Commission expires:	<b></b>
	Chacker by DON W. CARNAHAN
San Communication of the Commu	Date 1998
	District Hammono
•	Contract File No. 37838

Charge Acct, No. <u>57653-/</u>