

94002984

E37937
Cardinal Property Manager
5265 North...
November, 41320, Inc

Know All Men, That Bishop of the Roman Catholic Diocese of Gary, Indiana
St. Joseph Church, Dyer

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 13, Township 35 North, Range 10W of the Second Principal Meridian, in the county of Lake, State of Indiana, described as follows:

An easement described as: The north 10 (ten) feet of the west 262.39 (Two hundred sixty-two and thirty nine hundredths) feet of the lot one (Lot one including parcel one and parcel two) as recorded in plat book 57, page 23 key #14-189-1

FILED

DEC 29 1993

Anna N. Anton
AUDITOR LAKE COUNTY

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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
JAN 11 10:43 AM '94
SARAH JOHNSON
RECORDER

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 3 day of

DECEMBER, A.D., 1993

.....(SEAL)
.....(SEAL)
.....(SEAL)

Dale J. Melczek (SEAL)
Bishop of the Roman Catholic Diocese
of Gary, Indiana by Dale J. Melczek, (SEAL)
BISHOP (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

1745 (SEAL)

DM
CR

STATE OF INDIANA
COUNTY OF Lake } 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 his voluntary act and deed.

WITNESS my hand and notarial seal this 31st day of December, 1993

Valerie D. McNamee (SEAL)

My Commission expires April 4, 1995

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

Notary Public

STATE OF INDIANA
COUNTY OF

**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

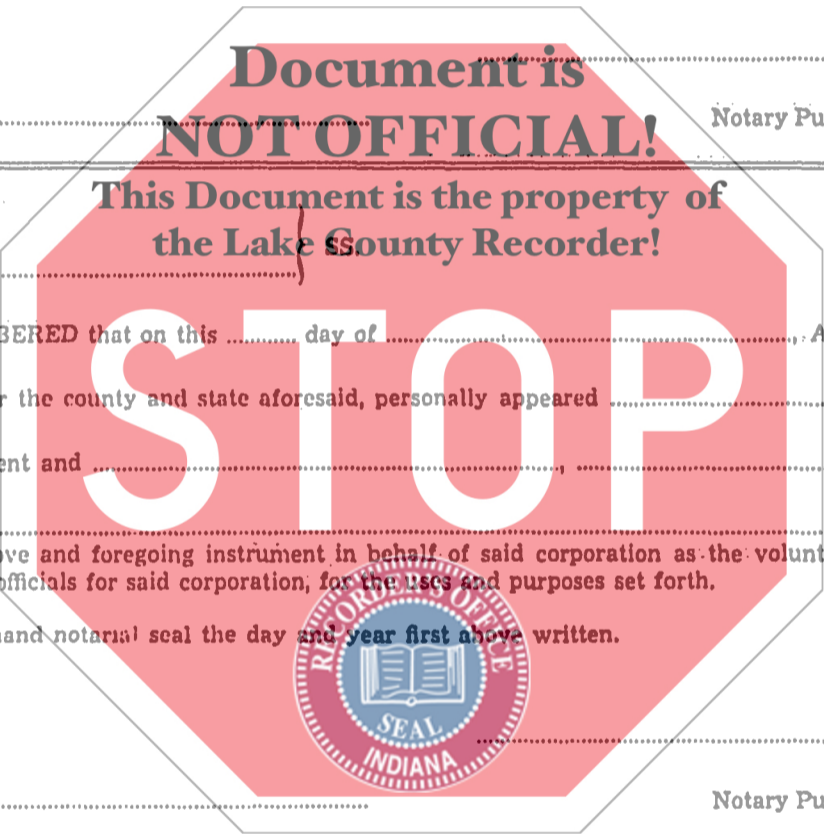
..... President and Secretary, respective-

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



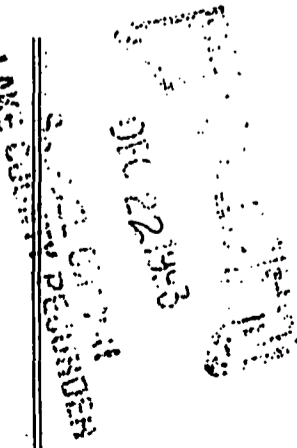
EASEMENT FOR GAS MAINS

FROM

Grantor,

TO

NORTHERN INDIANA
PUBLIC SERVICE COMPANY



DON W. CARNAHAN

Checked by

Date DEC 13, 1993

District

HAMMOND

Contract File No. 37937

Charge Acct. No. 41133-1