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101ps00  
5265 1/2 blumer Ave  
Jm. 46320

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

Know All Men, That  
Metz Baking Company

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 36 North, Range 9 West of the Second Principal Meridian, in the county of Lake, State of Indiana, described as follows:

Key # 27-91-22  
The westerly ten (10) feet (excluding the northerly sixty-one and eight tenths (61.8) feet) of a parcel of land lying in part of block one (1) of Hart's Acres second addition to the Town of Highland, Indiana, as recorded in plat book 2 page 59 in the Office of the Recorder of Lake County, Indiana; said parcel being described as follows:

Commencing at a point which is 335 feet West of the intersection of the North line of 45th Avenue and the West line of Spring Street; thence West along the North line of 45th Avenue a distance of 179 feet; thence North parallel to U.S. Highway 41 a distance of 241.8 feet; thence East parallel to 45th Avenue a distance of 179 feet; thence South parallel to the U.S. Highway 41 a distance of 241.8 feet to the point of beginning.



95010270

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
95 FEB 27 AM 11:39  
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 13<sup>th</sup> day of FEBRUARY, A.D., 1995  
Metz Baking Company

Attest: Kim B. Murphy (SEAL)  
Kim B. Murphy - Secretary  
..... (SEAL)  
..... (SEAL)

William K. Stoneburg (SEAL)  
William K. Stoneburg - Sr. Vice President  
and Chief Financial Officer (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 consents to the enjoyment by grantee therein of the rights granted by said easement.

THIS DOCUMENT PREPARED BY  
John R. Henry

001245 (SEAL) 880

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.....

(SEAL)

My Commission expires .....

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.....

(SEAL)

My Commission expires .....

Notary Public

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

STATE OF INDIANA

COUNTY OF Woodbury .....

SS.

BE IT REMEMBERED that on this 13<sup>th</sup> day of February, A.D., 1995 before me, a

Notary Public in and for the county and state aforesaid, personally appeared William K. Stoneburg

CFO President and Kim B. Murphy Secretary, respective

ly of Metz Baking 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 officials for said corporation, for the uses and purposes set forth.

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



SANDRA L. OKER  
MY COMMISSION EXPIRES  
2-9-98

Sandra L. Ocker (SEAL)  
A Resident of Woodbury County,  
Iowa  
Notary Public

My Commission expires 2-9-98

EASEMENT FOR GAS MAINS

FROM

Grantor,

TO

NORTHERN INDIANA  
PUBLIC SERVICE COMPANY

Checked by John R. Henry  
Date February 27, 1995  
District Hammond  
Contract File No. 38051  
Charge Acct. No. 40003-1