

Know All Men, That ^{D.} Marvin DeJong and ^{A.} Sally DeJong, husband and wife

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 Section7....., Township35..... North, Range9..... West..... of the Second Principal Meridian, in the county ofLake....., State of Indiana, described as follows:

A STRIP OF LAND IN SECTION 7, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN IN THE COUNTY OF LAKE, STATE OF INDIANA, DESCRIBED AS FOLLOWS:

A STRIP OF LAND SITUATE IN THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION 7, SAID STRIP OF LAND BEING 15 FEET WIDE AND LYING 15 FEET ON THE WEST SIDE OF A BASE LINE AND SAID BASE LINE PRODUCED, SAID BASE LINE BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7; THENCE SOUTH 2°01'39" EAST ALONG THE WEST LINE OF SAID SECTION 7 A DISTANCE OF 200 FEET TO A POINT; THENCE NORTH 88°20'48" EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION 7 A DISTANCE OF 50 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 2°01'39" EAST PARALLEL WITH THE WEST LINE OF SAID SECTION 7 A DISTANCE OF 400 FEET TO A POINT; SAID POINT BEING 50 FEET EAST OF THE WEST LINE OF SAID SECTION 7

CONTAINING 0.14 OF AN ACRE.

See Exhibit "A" attached hereto and made a part hereof for Temporary Construction Easement description.

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 any line or lines hereunder. Any damage to the crops, fences, or improvements of the grantors on 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 6th day of

September, A.D., 1995

Marvin DeJong (SEAL)
Marvin DeJong

Sally DeJong (SEAL)
Sally DeJong

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

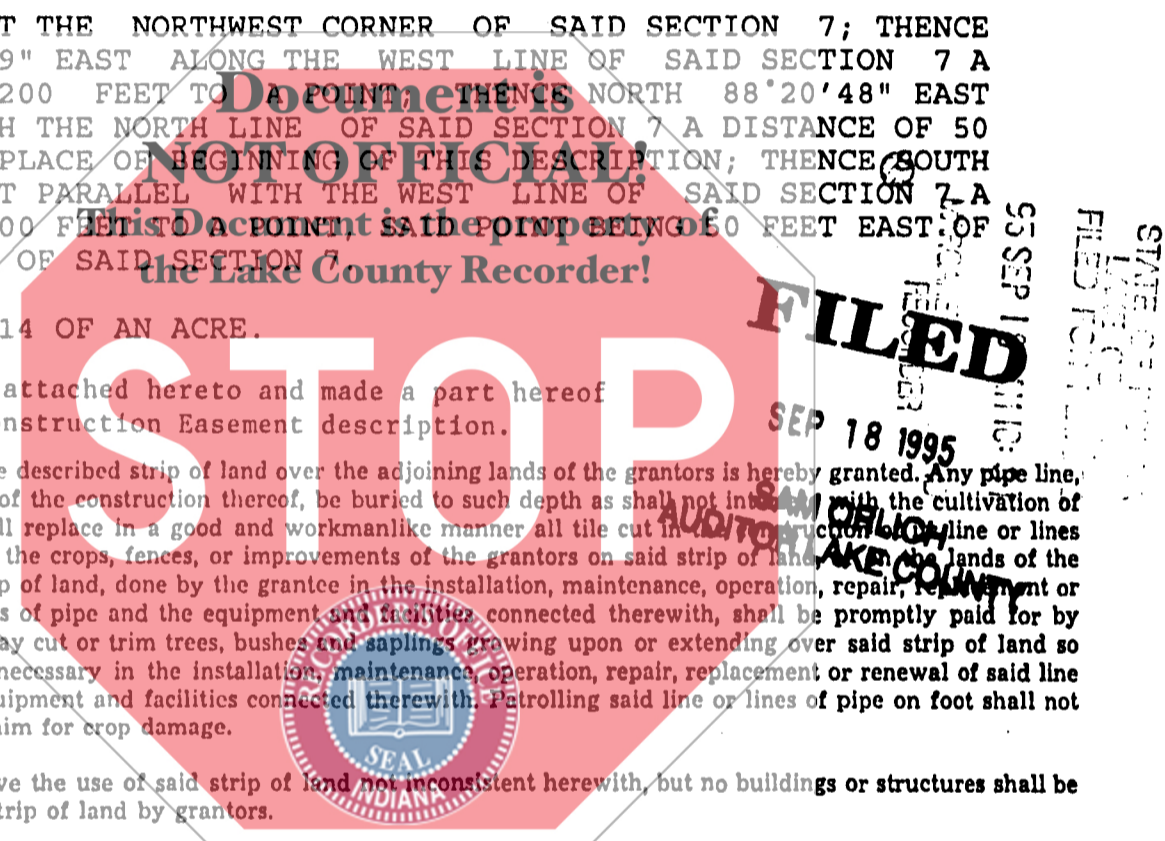
..... (SEAL)
..... (SEAL)

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 was prepared by John R. Henry

Document No. 054888

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STATE OF INDIANA }
COUNTY OF LAKE } SS.

Personally appeared before me the undersigned, a Notary Public in and for said county and state
D. A.
Marvin DeJong and Sally DeJong, husband and wife
who acknowledged the execution of the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and notarial seal this 6th day of September, 1995

John R. Henry
John R. Henry (SEAL)
Notary Public
A Resident of LAKE County

My Commission expires April 30, 1999

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

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STATE OF INDIANA }
COUNTY OF } SS.

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, respectively 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 John R. Henry

Date September 5, 1995

District Hammond

Contract File No. 38082

Charge Acct. No. WD 40177-59

EXHIBIT "A"

EASEMENT FOR GAS MAINS

EASEMENT # 38082

DATED September 6, 1995

Temporary Construction Easement for the installation of the gas main and to terminate upon its completion.

A STRIP OF LAND IN SECTION 7, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN IN THE COUNTY OF LAKE, STATE OF INDIANA, DESCRIBED AS FOLLOWS:

A STRIP OF LAND SITUATE IN THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION 7, SAID STRIP OF LAND BEING THE WEST 35 FEET OF 50 FEET ON THE WEST SIDE OF A BASE LINE AND SAID BASE LINE PRODUCED, SAID BASE LINE BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7; THENCE SOUTH 2°01'39" EAST ALONG THE WEST LINE OF SAID SECTION 7 A DISTANCE OF 200 FEET TO A POINT; THENCE NORTH 88°20'48" EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION 7 A DISTANCE OF 50 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 2°01'39" EAST PARALLEL WITH THE WEST LINE OF SAID SECTION 7 A DISTANCE OF 400 FEET TO A POINT, SAID POINT BEING 50 FEET EAST OF THE WEST LINE OF SAID SECTION 7.

