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EASEMENT FOR ELECTRICAL LINES AND GAS MAINS

KNOW ALL MEN That Luke Oil Co., Inc., an Indiana corporation

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, an easement, right and authority from time to time, to construct, erect, maintain, operate, repair, replace and renew towers and poles, and to string, install, construct, erect, maintain, operate, repair, replace and renew wires, cables, and other necessary equipment upon and between such towers and poles, and additional towers, poles, wires, cables and other necessary equipment from time to time, and to operate by means thereof from time to time, one or more line or lines for the transmission, distribution and delivery of electrical energy to the public in general to be used for light, heat, power, telephone and/or 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 situated in Section 1 of Township 37N Township 38N North, Range 10W of the Second Principal Meridian, in the county of Lake, State of Indiana, described as follows:

LEGAL DESCRIPTION (EASEMENT)

PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 10 WEST AND PART OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN, LAKE COUNTY, STATE OF INDIANA, AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION 1 WITH THE FORMER EAST LINE OF THE INDIANA EAST-WEST TOLL ROAD, SAID POINT BEING 851.06 FEET EASTERLY. (DISTANCE QUOTED FROM DEED RECORD 1102, PAGE 438) FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION 1, THENCE NORTH 0°38'31" EAST ALONG THE FORMER AND PRESENT EAST LINE OF SAID INDIANA EAST-WEST TOLL ROAD A DISTANCE OF 713.27 FEET TO A POINT ON THE CENTERLINE OF 112TH STREET; THENCE CONTINUING NORTH 0°38'31" EAST ALONG THE EAST LINE OF SAID INDIANA EAST-WEST TOLL ROAD A DISTANCE OF 692.31 FEET TO A POINT, SAID POINT BEING THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 0°38'31" EAST ALONG THE EAST LINE OF SAID INDIANA EAST-WEST TOLL ROAD A DISTANCE OF 316.34 FEET TO A POINT; THENCE NORTH 5°23'16" EAST, ALONG THE EAST LINE OF SAID INDIANA EAST-WEST TOLL ROAD A DISTANCE OF 265.91 FEET TO A POINT; THENCE NORTH 27°48'46" EAST ALONG THE EAST LINE OF SAID INDIANA EAST-WEST TOLL ROAD A DISTANCE OF 1158.93 FEET TO A POINT ON THE ORIGINAL CENTERLINE OF INDIANAPOLIS BOULEVARD; THENCE NORTH 38°37'14" EAST ALONG THE ORIGINAL CENTERLINE OF SAID INDIANAPOLIS BOULEVARD A DISTANCE OF 130.92 FEET TO A POINT; THENCE SOUTH 27°48'46" WEST A DISTANCE OF 1082.80 FEET TO A POINT; THENCE SOUTH 2°41'18" WEST A DISTANCE OF 504.79 FEET TO A POINT; THENCE SOUTH 88°31'41" EAST A DISTANCE OF 20 FEET TO A POINT; THENCE SOUTH 2°41'18" WEST A DISTANCE OF 20 FEET TO A POINT; THENCE NORTH 88°31'41" WEST A DISTANCE OF 20 FEET TO A POINT; THENCE SOUTH 2°41'18" WEST A DISTANCE OF 35 FEET TO A POINT; THENCE NORTH 88°31'41" WEST A DISTANCE OF 120 FEET TO THE BEGINNING OF THIS DESCRIPTION.

CONTAINING 4.72 ACRES OF LAND.

95066923

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

95 NOV 10 1995
MARGARET E. ORLICH
AUDITOR LAKE COUNTY



Access to the above described strip of land over the adjoining lands of the grantors is hereby granted. Any damage to the crops, tile, fences, or buildings 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, erection, repair, replacement or renewal of said towers, poles, wires, cables, or equipment, and 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 down and remove from the premises and from the adjoining lands of Grantor any overhanging branches or undergrowth, or any trees of such height which may, in the sole judgement of Grantee, endanger the safety of, or interfere with the use or enjoyment of, any of Grantee's facilities. Patrolling said line or lines on foot shall not constitute grounds for a claim for crop damage.

The grantors reserve the use of said strip of land not inconsistent with this grant, but no buildings or structures shall be erected or placed on said strip of land by grantors.

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, construction, erection, maintenance, operation, repair, replacement or renewal of said electric transmission line or lines and said line or lines of pipe, and the structures, equipment, facilities and appurtenances connected therewith over and across said strip of land.

The undersigned grantors hereby covenant that they are the owners in fee simple of said real estate, are lawfully seized thereof, and have 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 grantors will warrant and defend the title to the 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.

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IN WITNESS WHEREOF, the grantors have duly executed this instrument this 30th day of October, A. D. 19 95.

(SEAL) Luke Oil Co., Inc. (SEAL)

(SEAL) By: TM Collins (SEAL)
THOMAS M. COLLINS (SEAL)
Attest Constance G. Del Re (SEAL)

CONSTANCE G. DEL RE Secretary
In consideration of one dollar (1.00) and other considerations, 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.

(SEAL)

STATE OF INDIANA

COUNTY OF _____

Personally appeared before 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)
Notary Public

My Commission expires _____

STATE OF INDIANA

COUNTY OF LAKE

BE IT REMEMBERED that on this 30TH day of OCTOBER, A. D., 19 95 before

me, a Notary Public in and for the county and state aforesaid, personally appeared THOMAS M. COLLINS

President and CONSTANCE G. DEL RE Secretary.

respectively of Luke Oil Co., Inc.

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 and notarial seal the day and year first above written.

Susan M. Downing (SEAL)
Notary Public
SUSAN M. DOWNING, NOTARY PUBLIC

My Commission expires 4/10/99

MY COUNTY OF RESIDENCE: LAKE

THIS INSTRUMENT PREPARED BY: Bruce C. Thevenin, Northern Indiana Public Service Company
5265 Hohman Avenue
Hammond, In 46320



IN WITNESS WHEREOF, the grantors have duly executed this instrument this 30th day of October, A. D. 19 95.

_____(SEAL) Luke Oil Co., Inc. _____(SEAL)

_____(SEAL) By: [Signature] _____(SEAL)

Attest Constance G. Del Re (SEAL) THOMAS M. COLLINS _____(SEAL)

CONSTANCE G. DEL RE Secretary

In consideration of one dollar (1.00) and other considerations, 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.

_____(SEAL)

STATE OF INDIANA

COUNTY OF _____

Personally appeared before 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)
Notary Public

My Commission expires _____

STATE OF INDIANA

SS:

COUNTY OF LAKE

BE IT REMEMBERED that on this 30TH day of OCTOBER, A. D., 19 95 before

me, a Notary Public in and for the county and state aforesaid, personally appeared THOMAS M. COLLINS

President and CONSTANCE G. DEL RE Secretary,

respectively of Luke Oil Co., Inc.

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 and notarial seal the day and year first above written.

[Signature] (SEAL)
Notary Public
SUSAN M. DOWNING, NOTARY PUBLIC

My Commission expires 4/10/99

MY COUNTY OF RESIDENCE: LAKE

THIS INSTRUMENT PREPARED BY: Bruce C. Thevenin, Northern Indiana Public Service Company
5265 Holman Avenue
Hammond, In 46320