

7-321-2

EASEMENT FOR UNDERGROUND ELECTRICAL LINES AND GAS MAINS

E 38166

Form 820-21 Rev. 11-74

KNOW ALL MEN, That John T. Krajci and Dawn M. Krajci, Husband and Wife

hereinafter called "Grantor," for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, in hand paid to the Grantor, hereby grants and conveys to NORTHERN INDIANA PUBLIC SERVICE COMPANY, an Indiana corporation, hereinafter called "Grantee," and to its 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 other necessary appurtenances, in such underground ducts and conduits, (c) foundations, located aboveground, for transformers and/or switch gear, with transformers and/or switch gear, located thereon, and meter pedestals with metering equipment and meters, where necessary in the sole judgment and discretion of Grantee herein, together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, for the purposes herein described, including the right of free ingress and egress to and from the strip of easement land, and over adjoining lands of Grantor, for the purposes mentioned herein, together with the right to excavate and refill ditches for trenches 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, any trees or undergrowth or other obstructions which may, in the sole judgment of Grantee, endanger the safety of, or interfere with the use or enjoyment of said easement or any of Grantee's facilities, arising from the growth of trees or underground root systems or any other obstructions including the right to clear and keep cleared such obstructions from the surface and subsurface as may be necessary for the installation, maintenance or use of such facilities and the easement therein, and to operate by means thereof 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 other purposes, and to lay, install, inspect, 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, under, across, above, along and over a strip of land or right of way situated in Section 12, Township 34 North North, Range 9 West of the Second Principal Meridian, in the County of Lake, State of Indiana, described as follows:

A strip of land in the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section 12, Township 34 North, Range 9 West of the Second Principal Meridian, said strip being described as follows:

The Easterly ten (10) feet of Lot two (2), corrected plat of Valley View Estates Second Addition, as per plat thereof, recorded in plat book seventy (70), page three (3), in the office of the Recorder of Lake County, Indiana.

Deed Reference Plat Book 70, Page

FILED

APR 15 1996

SAM ORLICH
AUDITOR LAKE COUNTY

96025120

96 APR 15 1996

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

Any underground facilities of the Grantee shall be at least 24 inches below the surface of the soil, as the surface now exists.

Any damages to the crops, tile, fences or buildings of the Grantor on said right of way, or on lands of the Grantor adjoining the said right of way, done by the Grantee in the construction, installation, repair, replacement or renewal of said underground ducts, conduits, cables, conductors, foundations for transformers and/or switch gear, transformers and/or switch gear, and metering equipment and meters, gas mains or equipment, shall be promptly paid by the Grantee. Patroling said lines shall not constitute grounds for a claim for crop damage.

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

Grantor covenants and agrees not to cut, make excavations beneath, fill or permit fill to be placed upon the surface of the real estate herein described without the written consent of Grantee.

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, underground ducts or conduits, foundations for transformers and/or switch gear and transformers and/or switch gear thereon, and meter pedestals with metering equipment and meters, gas mains and pipes and the structures and appurtenances connected therewith.

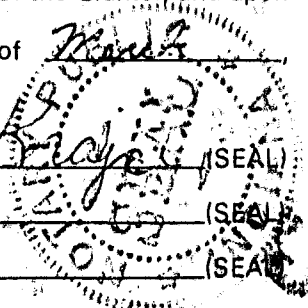
The undersigned Grantor hereby covenants to be the owner in fee simple of said real estate, lawfully seized thereof, with good right to grant and convey said easement herein, and guarantees the quiet possession thereof, that the said real estate is free from all encumbrances, and that the Grantor will warrant and defend the title to the said easement against all lawful claims.

These presents to be binding on the heirs, executors, administrators, grantees and assignees of the Grantor, and upon the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has duly executed this instrument this 21 day of March, A.D. 1996.

John T. Krajci (SEAL)
John T. Krajci (SEAL)
_____ (SEAL)

Dawn M. Krajci (SEAL)
Dawn M. Krajci (SEAL)
_____ (SEAL)



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.

This instrument prepared by John R. Henry _____ (SEAL)

000760

#842387 11/90

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 _____ voluntary act and deed.

WITNESS my hand and notarial seal this 21 day of March, 1996

David [Signature] (SEAL)
Notary Public

My Commission Expires Oct 31/96

STATE OF INDIANA

COUNTY OF _____ } SS:

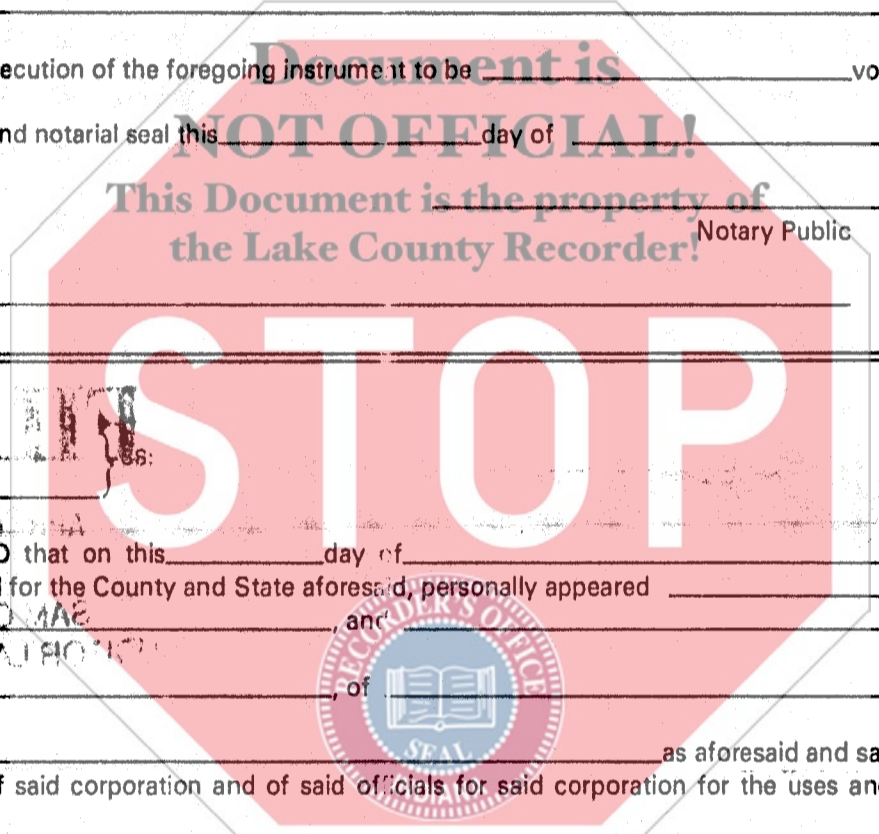
Personally appeared before me the undersigned, a Notary Public in and for said county and state _____

who acknowledged the execution of the foregoing instrument to be _____ voluntary act and deed.

WITNESS my hand and notarial seal this _____ day of _____, 19____.

Notary Public (SEAL)

My Commission Expires: _____



STATE OF INDIANA

COUNTY OF _____ } SS:

BE IT REMEMBERED that on this _____ day of _____, 19____, before me, a Notary Public in and for the County and State aforesaid, personally appeared _____ and _____

_____ of _____

_____ as aforesaid and 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.

Notary Public (SEAL)

My Commission Expires: _____

EASEMENT FOR UNDERGROUND ELECTRICAL LINES AND GAS MAINS

FROM

John T. Krajci and Dawn M. Krajci
Husband and Wife, Grantor,

TO

NORTHERN INDIANA PUBLIC SERVICE COMPANY

Checked by John R Henry

Date April 3, 1996

District Crown Point

Contract File No. 38166

Charge Acct. No. WO 51872-3/WO 41342-3

H/10