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EASEMENT FOR GAS MAINS

Form 820-1C

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SAM ORLICH AUDITOR LAKE COUNT

...... State of Indiana, described as follows:

Phillips Pipe Line Co., A Delaware 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, 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

A 10 foot wide strip of land for a NIPSCO gas line easement across a portion of Phillips Pipe

Meridian, in the county of Lake
Easement Description:

Line Company's East Chicago Terminal located in the West 1/2 of Section 21, Township 37

North, Range 9 West of the Second Principal Meridian, in the City of East Chicago, Lake

County, Indiana, said Terminal being described in a Warranty Deed from Hoosier Terminal

Company to Phillips Petroleum Company dated November 30, 1939 and recorded in Book

Page 21 in the Office of the Recorder of said Lake County, the center line of said 10 foot wide

pipeline easement being more particularly described as follows: Commencing at the Southwest

corner of said Section 21; thence South 89*01'50" East along the South line of Section 21, a

distance of 200.00 feet; thence North 00*28'50" West a distance of 40 feet to the North right-of
way line of East Columbia Drive and the Southwest corner of a 57.3365 acre tract, parcel 2, of

said warranty deed; thence South 89*01'50" East, along said North right-of-way line of

Columbus Drive and the South line of said 57.3365 acre tract 32.0 feet to a NIPSCO gas line and
the True Point of Beginning of said center line; thence North 00*16'50" West, a distance of \$\frac{1}{2}\text{0.0}\text{0.0}\text{1.8} feet North of said North line of East Columbus

Drive); thence North 09*05'00" East, a distance of 27.8 feet to a point; thence North 61*240'51"

point; thence North 00*31'05" West, a distance of 203.3' to the point of termination being subject to any easements or restrictions of record implied or if any.

Access to the above described strip of land over the adjoining lands of the grantors is hereby granted. After 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

West, a distance of 32.8 feet to a point; thence North 17*39'16" East, a distance of 25.7 to a 🛥

grentors 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 execut	ed this instrument this day of
, Λ.D., 19	
(SEAL)	Attorney in Fact 73102 (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 PREPARED BY
John R. Henry

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STATE OF INDIANA TEXAS.	
COUNTY OFSS.	· • • •
Personally appeared before me, the undersigned, a Notary Public	in and for said county and state
who acknowledged the egecution of the foregoing management to be	his voluntary act and deed.
WITNESS my hand and not arised the lith state of exercise the same of	Quly 1097
My Commission Expires 5-09-99	Dianne Hall (SEAL)
My Commission expires 5-9-99	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	
WITNESS my hand and notarial seal this day of	, 19(SEAL)
My Commission expires	Notary Public
STATE OF INDIANA	
COUNTY OF	
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 appear	
President and	•
ly of	
the execution of the above and foregoing instrument in behalf of said corporation and of said officials for said corporation, for the uses and purp	orporation as the voluntary act and deed of said
WITNESS my hand notarial scal the day and year first above w	
	(SEAL)
My Commission expires	Notary Public
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