

5265 Hohman Ave
1st Fl. Main
Hm. 40320
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STATE OF INDIANA
LAKE COUNTY
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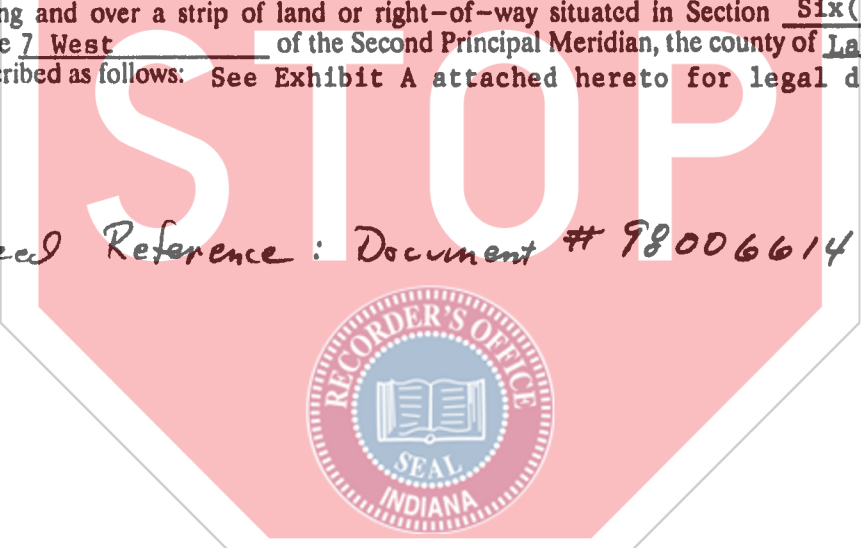
MORRIS SAM ORLICH
AUDITOR LAKE COUNTY

EASEMENT FOR UNDERGROUND AND OVERHEAD ELECTRICAL LINES AND GAS MAINS EASEMENT# 38360

KNOW ALL MEN, That Christ Baptist Church

(herein called "Grantor"), in consideration of the sum of one dollar (\$1.00) and other valuable considerations, in hand paid to the Grantor, hereby grant to NORTHERN INDIANA PUBLIC SERVICE COMPANY, an Indiana corporation, and to its successors and assigns, (herein called "Grantee"), an easement, right and authority, from time to time, to construct, erect, maintain, operate, repair, replace, renew and remove towers and poles, and to string, install, construct, erect, maintain, operate, repair, replace, renew and remove wires, cables, conductors, guy wires, and other necessary equipment upon and between such towers and poles, and to also 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) pads for transformers, with transformers located thereon, where reasonably 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 ingress and egress to and from the strip of easement land, over adjoining lands of Grantor and the right to trim, on control by herbicides, or at Grantee's option, to cut down and remove from the premises hereinafter described and from the adjoining lands of Grantor any overhanging branches or undergrowth, or any trees of such height, or to remove any underground root system 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, or including the right to clear and keep cleared such obstructions from the surface and subsurface of said premises as may be necessary for the installation and maintenance of such facilities 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 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 or right-of-way situated in Section Six (6) Township 36 North, Range 7 West of the Second Principal Meridian, the county of Lake State of Indiana, as described as follows: See Exhibit A attached hereto for legal description.

Deed Reference: Document # 98006614



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Any underground facilities of the Grantee shall be at least 24 inches below the surface of the soil, as the surface now exists. Any damage 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, erection, installation, repair, replacement or renewal of said towers, poles, wires, underground ducts, conduits, cables, conductors, guy wires, pads for transformers, transformers, gas mains, or equipment, shall be promptly paid by the Grantee. Patrolling 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 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, 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 shall be inure to the benefit of and be binding upon the Grantor and successors and assigns of the Grantor, and upon the Grantee, its successors and assigns.

This instrument was prepared by Richard M. Schumacher

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801263

HOLYO MAP
NOTARIAL PUBLIC

IN WITNESS WHEREOF, the grantors have duly executed this instrument this 22nd day of December
A. D. 1997.

Christ Baptist Church

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

Attest: _____(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 of Grantee therein of the rights granted by said easement.

This instrument was prepared by _____

STATE OF INDIANA,
COUNTY OF _____

ss. _____
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____.

Print Name _____ (SEAL)

Notary Public

My Commission expires _____ A Resident of _____ County, Indiana

STATE OF INDIANA,
COUNTY OF Lake

ss. _____
BE IT REMEMBERED that on this 22nd day of December, A. D., 19 97, before me, a

Notary Public in and for the County and State aforesaid, personally appeared Rev. Colin Blanford

President and _____ Secretary, respectively
of Christ Baptist Church

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.

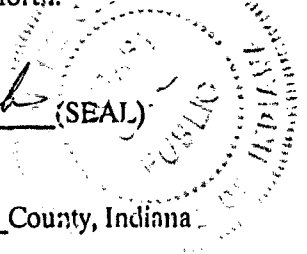
Print Name Diane Cobb

Diane Cobb (SEAL)

Notary Public

My Commission expires 7-28-2000

A Resident of Lake County, Indiana



Checked by Bob
Date 1/27/98
Listed by Gaylor
Charge Acct. No. U. O. 60150-457

EXHIBIT A

Legal Description of Easement for Underground and Overhead Electrical Lines and Gas Mains dated 12-22-97

GRANTOR: Christ Baptist Church

GRANTEE: Northern Indiana Public Service Company

The South Twenty (20) feet by parallel lines of the following described real estate;

A parcel of land in the Southwest Quarter of Section 6, Township 36 North, Range 7 West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, described as follows: commencing at the Southwest corner of said Section 6; thence North along the West line of said Section 6 a distance of 800.50 feet, more or less, to a point in the southerly line of the former Chicago, Lake Shore, and Eastern Railway Company right of way; thence $N72^{\circ}43'30''E$ along said former right of way line a distance of 41.89 feet to the point of beginning of the tract herein described, said point of beginning being also the point of intersection of the East right of way line of Clay Street and the Northerly right of way line of East 7th Avenue; thence continuing $N72^{\circ}43'30''E$ along said Northerly right of way line and the Southerly line of said former Railway Company a distance of 271.52 feet to a point in the West right of way line, as now located, of Dearborn Street; thence North along said West right of way line a distance of 83.80 feet to a point in the Northerly line of said former Railway Company right of way; thence $S72^{\circ}43'30''W$ along said Northerly line and the Southerly right of way line of Miller Avenue a distance of 271.52 feet to a point in the East right of way line of Clay Street; thence South along said East right of way line a distance of 83.80 feet to the true point of beginning; and containing 21,722 square feet (0.499 Acre), more or less.

