

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2005 051857

2005 JUN 23 10:10 AM

EASEMENT FOR GAS MAINS

MICHAEL [unclear] EASEMENT # 39247

Know All Men, That AmeriPlex PRF, LLC, 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 Section 34, Township 35 North, Range 8 West, of the second Principal Meridian, in the county of Lake, State of Indiana, described as follows:

SEE ATTACHED EXHIBIT " A " FOR LEGAL 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 tiles 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 grantors 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 executed this instrument this 6th day of June, 2005

AmeriPlex PRF, LLC.

By: [Signature]
IT's Managing Member

This instrument was prepared by: John R Carr

FILED

JUN 24 2005

STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

1996

6/2/05
1317
OK 235653

STATE OF INDIANA,)
COUNTY OF St. Joseph) SS.

Personally appeared before me the undersigned, a Notary Public in and for said county and state
(name) John T. Phair

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

WITNESS my hand and notarial seal this 6th day of June, 2005.

Print Name Carol L. Benscoter Carol L. Benscoter (SEAL)
Notary Public

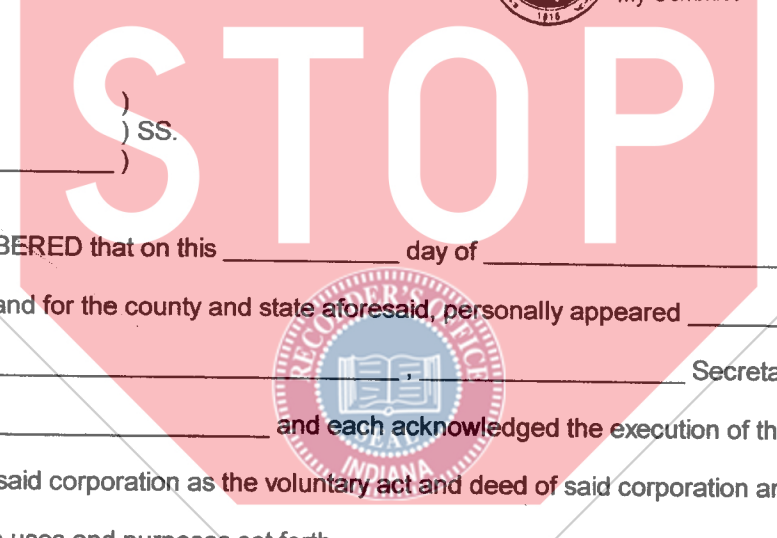
My Commission Expires 11-14-2012 A Resident of Elkhart County, Indiana

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CAROL L. BENSCOTER, Notary Public
A Resident of Elkhart County, IN
My Commission Expires: 11-14-2012



STATE OF INDIANA,)
COUNTY OF _____) SS.

BE IT REMEMBERED that on this _____ day of _____, 20____, 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 and notarial seal the day and year first above written.

Print Name _____ (SEAL)
Notary Public

My Commission Expires _____ A Resident of _____ County, Indiana

A strip of land being 15 feet in width, located in Detention Area #2 of Purdue Research Foundation Subdivision Phase 2, Town of Merrillville, Lake County, Indiana, the plat of which is recorded at Book 95, Page 98, the centerline of said strip being described as follows:

Commencing at the southeast corner of Detention Area #2; thence North 00 degrees 20 minutes 42 seconds East along the east line of said Detention Area #2 a distance of 7.50 feet to the **Point of Beginning**; thence North 89 degrees 29 minutes 00 seconds West parallel with the south line of Detention Area #2 a distance of 1131.95 feet to the east line of a variable width access and utility easement and the **Terminus**, containing 0.39 acre, more or less.

