

**EASEMENT FOR GAS MAINS**

Know All Men, That **The Town of Munster, Lake County, Indiana, a municipal corporation**, herein called the "grantor(s)", 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, paved access road, 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 25, Township 36N, Range 10W of the second Principal Meridian, in the county of LAKE, State of Indiana, described as follows:

**See attached "Exhibit A" for legal description**  
**Deed Reference: DR 25 PG 55**

Access to the above described strip of land over the adjoining lands of the grantors is hereby granted. Paved access road to be maintained by grantee in a sightly condition. 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. Grantor will not change the depth of cover or conduct grading operations within said strip of land.

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Signed) \_\_\_\_\_

(Signed) \_\_\_\_\_

(Signed) \_\_\_\_\_

(Signed) \_\_\_\_\_

**EASEMENT # 40311**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

Personally appeared before me the undersigned, a Notary Public in and for said county and state  
(Grantor Name) \_\_\_\_\_  
who acknowledged the execution of the foregoing instrument to be \_\_\_\_\_ (His, Her, Their) voluntary  
act and deed.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Print Name \_\_\_\_\_

\_\_\_\_\_  
Notary Public (SEAL)

My Commission Expires \_\_\_\_\_

A Resident of \_\_\_\_\_ County, \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

BE IT REMEMBERED that on this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, before me, a Notary Public in and for said county and state aforesaid, personally appeared \_\_\_\_\_, President and \_\_\_\_\_, Secretary, respectively of \_\_\_\_\_, and each acknowledged the execution of the foregoing instrument in behalf of said corporation as the voluntary act and deed of said corporation and of 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, \_\_\_\_\_

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." Jill J. Boganwright

This instrument prepared by: Jill J. Boganwright

Return recorded document to:  
NIPSCO Real Estate  
801 E. 86<sup>th</sup> Avenue, 2<sup>nd</sup> FL  
Merrillville, IN 46410