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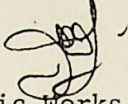
EASEMENT from City of South Bend
to Northern Indiana Public Service
Co. RE: New Energy Corp. (South
50' of City property lying south
of the proposed retention pond).



Northern Indiana Public Service Company

Corporate Headquarters / 5265 Hohman Avenue / Hammond, Indiana 46320 / Tel: 853-5200 (219)

November 14, 1983


Mr. John Lyscznski
Director, Department of Public Works
227 West Jefferson Boulevard
South Bend, Indiana 46601

Re: New Energy Corp
8" Gas Feed
City of South Bend Easement

Dear Mr. Lyscznski:

During the meeting held on November 3, 1983, a right of way route was agreed upon by you, Neil Shanahan and Northern Indiana Public Service Company crossing the south 50' of city property lying south of the proposed retention pond.

An easement is required granting Northern Indiana Public Service Company the right to install and maintain its facilities.

Please have the enclosed easement executed and return to me. I appreciate your cooperation and promptness in the past regarding the above matter.

Sincerely,

NORTHERN INDIANA PUBLIC SERVICE COMPANY

A handwritten signature in dark ink, appearing to read "Raymond D. Cole". The signature is fluid and cursive, written over a horizontal line.

Raymond D. Cole
Real Estate Representative

RDC/ps
Enc.

FOR GAS MAINS

20-1C
4-61

Know All Men, That

City of South Bend

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 ...16....., Township ...37..... North, Range2 East..... of the Second Principal Meridian, in the county ofSt. Joseph....., State of Indiana, described as follows:

See Exhibit "A" attached hereto and made a part hereof 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 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 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 28th day of November, A.D., 1983 BOARD OF PUBLIC WORKS

.....(SEAL)
.....(SEAL)
.....(SEAL)

John E. Leszczynski
John E. Leszczynski
Richard L. Hill
Richard L. Hill
Joseph E. Kernan
Joseph E. Kernan

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.

EXHIBIT "A"

A strip of land in the Southwest Quarter (SW $\frac{1}{4}$) of said Section 16, said strip of land being 50 feet wide and lying 25 feet wide each side of centerline, and said centerline produced, said centerline being described as follows:

Beginning at the intersection of the East line of the West Half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 16 with the Westerly right-of-way line of the New Jersey, Indiana and Illinois Railroad, said point being the Southmost corner of land deeded to the City of South Bend, Indiana, in Document #8307468; thence North 22°-18'-50" East along the Westerly right-of-way line of said New Jersey, Indiana and Illinois Railroad a distance of 50.5 feet to the TRUE POINT OF BEGINNING of this description; thence South 89°-29' West a distance of 1305.5 feet to a point; thence North 33°-34'-30" West a distance of 11.2 feet to a point on the Southeasterly right-of-way line of the Penn-Central Railroad, said point being 33 feet (measured at right angles) from the centerline of the single track, said point being 1715 feet Southwestwardly (measured along the Southeasterly right-of-way line of said Penn-Central Railroad) from the East line of the West Half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 16.

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 28th day of November, A.D., 1983

BOARD OF PUBLIC WORKS

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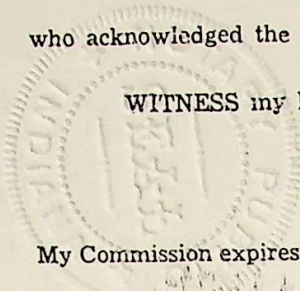
John Leszczynski
John E. Leszczynski
Richard L. Hill
Richard L. Hill
Joseph E. Kernan
Joseph E. Kernan

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.

STATE OF INDIANA }
COUNTY OF St. Joseph } SS.

Personally appeared before me the undersigned, a Notary Public in and for said county and state
JOHN E. LESZCZYNSKI, RICHARD L. HILL & JOSEPH E. KERNAN
their
who acknowledged the execution of the foregoing instrument to be voluntary act and deed.

WITNESS my hand and notarial seal this 28th day of November, 1983.



Sandra M. Parmerlee
Sandra M. Parmerlee, Notary Public (SEAL)

My Commission expires June 18, 1984

Resident of St. Joseph County, 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 voluntary act and deed.

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

..... (SEAL)

My Commission expires

Notary Public

STATE OF INDIANA }
COUNTY OF } SS.

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 appeared
..... President and Secretary, respective-
ly 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 notarial seal the day and year first above written.

..... (SEAL)

My Commission expires

Notary Public

EASEMENT FOR GAS MAINS

FROM

Grantor,

TO

NORTHERN INDIANA
PUBLIC SERVICE COMPANY

Checked by

Date

District

Contract File No.

Charge Acct. No.

8323523

Know All Men, That

City of South Bend

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 16, Township 37 North, Range 2 East of the Second Principal Meridian, in the county of St. Joseph, State of Indiana, described as follows:

See Exhibit "A" attached hereto and made a part hereof for legal description.

3

FILM NO. WANDA A. HOWAK RECORDER
DEC 7 10 52 AM '83
ST. JOSEPH CO., INDIANA
FILED FOR RECORD

~~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 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 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 28th day of November, A.D., 1983

BOARD OF PUBLIC WORKS

(SEAL)
(SEAL)
(SEAL)

John E. Leszczynski
Richard L. Hill
Joseph E. Kernan

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 instrument prepared by: Raymond D. Cole
Northern Indiana Public Service Company (SEAL)

EXHIBIT "A"

A strip of land in the Southwest Quarter (SW $\frac{1}{4}$) of said Section 16, said strip of land being 50 feet wide and lying 25 feet wide each side of centerline, and said centerline produced, said centerline being described as follows:

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IN WITNESS WHEREOF, the grantors have duly executed this instrument this day of

November....., A.D., 19..83

BOARD OF PUBLIC WORKS

.....(SEAL)

John E. Leszczynski
John E. Leszczynski

.....(SEAL)

Richard L. Hill
Richard L. Hill

.....(SEAL)

Joseph E. Kernan
Joseph E. Kernan

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 instrument prepared by: Raymond D. Cole(SEAL)
Northern Indiana Public Service Company

STATE OF INDIANA

COUNTY OF St. Joseph } SS.

Personally appeared before me the undersigned, a Notary Public in and for said county and state JOHN E. LESZCZYNSKI, RICHARD L. HILL & JOSEPH E. KERNAN

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

WITNESS my hand and notarial seal this 28th day of November, 1983

My Commission expires June 18, 1984

Sandra M. Parmerlee (SEAL) Sandra M. Parmerlee, Notary Public Resident of St. Joseph County

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

My Commission expires

Notary Public

STATE OF INDIANA

COUNTY OF } SS.

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 appeared

President and Secretary, respective-

ly 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 notarial seal the day and year first above written.

(SEAL)

My Commission expires

Notary Public

EASEMENT FOR GAS MAINS

FROM

Grantor,

TO

NORTHERN INDIANA PUBLIC SERVICE COMPANY

Checked by RNC

Date 11-29-83

District South Bend

Contract File No. 35347

Charge Acct. No. 4669-X