

11031

5265 Hohman Ave.
Hammond, Ind. 46325

P. A. K. 10-14-63

11031

EASEMENT FOR ELECTRICAL LINES, GAS MAINS AND COMMUNICATION LINES

KNOW ALL MEN That Miss Evelyn Paradzinski and Mr. Lawrence J. Ventimiglia and Mrs. Dorothy A. Ventimiglia, Husband and Wife,

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, an easement, right and authority from time to time, to construct, erect, maintain, operate, repair, replace and renew towers, poles, anchors, guys and stubs, and to string, install, construct, erect, maintain, operate, repair, replace, renew and remove wires, cables, and other necessary equipment upon and between such towers and poles, and additional towers, poles, anchors, guys, stubs, wires, cables and other necessary equipment from time to time, and to operate by means thereof from time to time, 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 and for other purposes; and to install, maintain, operate, repair, replace 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; and also hereby grant to ILLINOIS BELL TELEPHONE COMPANY, a corporation, and to its successors and assigns, the easement, right and authority to construct, erect, maintain, operate, repair, replace, relocate, renew and remove poles, anchors, guys, stubs, wires, cables, conduits and other necessary equipment and facilities, and to operate by means thereof a line or lines for the transmission, distribution and delivery of telephone communications, all in, upon, along and over a strip of land situated in Section 25, Township 37 North, Range 10 West of the Second Principal Meridian, in the county of Lake State of Indiana, described as follows:

The vacated alley beginning at the northeast corner of Lot "A", Resubdivision of Lots 28 to 33, both inclusive, Block 1, J. William Eschenburg's State Line Addition, in the City of Hammond, as shown in Plat Book 14, page 13, in Lake County, Indiana; thence westerly on and along the northerly line of said Lot "A" to the northwest corner of said Lot "A"; thence north across said vacated alley on and along the west line of said Lot "A" extended northerly, to a point on the south line of Lot Thirty-four (34), in Block One (1), as marked and laid down on the recorded plat of J. Wm. Eschenburg's State Line Addition to Hammond, Lake County, Indiana, as the same appears of record in Plat Book 2, page 2, in the Recorder's Office of Lake County, Indiana; thence easterly on and along the south line of said Lot Thirty-four (34) to the southeast corner thereof; thence south across said vacated alley to the northeast corner of said Lot "A".

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

MAR 31 1 55 PM '69

ANDREW J. MICHENKO

Access to the above described strip of land over the adjoining lands of the grantors hereby granted. Any damage to the crops, tile, fences, or buildings of the grantors on said strip of land or on the lands of the grantors adjoining said strip of land, done by either of the grantees in the installation, maintenance, operation, erection, repair, replacement or renewal of said towers, poles, anchors, guys, stubs, wires, cables, or equipment, and said line or lines of pipe and the equipment and facilities connected therewith, shall be promptly paid for by such grantee. Each grantee may cut down and remove from the premises and from the adjoining lands of grantor any overhanging branches or undergrowth, or any trees of such height which may, in the sole judgment of such grantee, endanger the safety of, or interfere with the use or enjoyment of, any of grantee's facilities. Patrolling said line or lines on foot shall not constitute grounds for a claim or crop damage.

The grantors reserve the use of said strip of land not inconsistent with this grant, but no buildings or structures shall be erected or placed on said strip of land by grantors.

Each 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 such grantee in the installation, construction, erection, maintenance, operation, repair, replacement or renewal of line or lines and said line or lines of pipe, and the structures, equipment, facilities and appurtenances connected therewith over and across said strip of land.

The undersigned grantors hereby covenant that they are the owners in fee simple of said real estate, are lawfully seized thereof, and have good right to grant and convey said easement herein, and guarantee the quiet possession thereof, that the said real estate is free from all encumbrances, and that the grantors will warrant and defend the title to the 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 March, A. D. 19 69.

Mr. Lawrence J. Ventimiglia (SEAL) Lawrence J. Ventimiglia (SEAL)
Mrs. Dorothy A. Ventimiglia (SEAL) Dorothy A. Ventimiglia (SEAL)
Miss Evelyn Paradzinski (SEAL) Evelyn Paradzinski (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 by grantee therein of the rights granted by said easement.

(SEAL)

This instrument was prepared by Bruce C. Thevenin

16011

STATE OF INDIANA }
COUNTY OF Lake } SS:

Personally appeared before the undersigned, a Notary Public in and for said county and state - Evelyn Papadinski
and Lawrence J. Ventimiglia & Dorothy Ventimiglia Husband and Wife.
who acknowledged the execution of the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and notarial seal this 6th day of March, 1969



Rose Kuzell
Notary Public
Rose Kuzell



My Commission expires Aug. 24, 1969

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 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.

Notary Public (SEAL)

My Commission expires _____

Checked by Bruce C. Thevenin
Date February 28, 1969
District Hammond
Contract File No. 29110
Charge Acct. No. M.O. 5004-1

3 92