

59676

EASEMENT FOR ELECTRICAL LINES
Form 820-2B
Revised 4-61

5265 Hohman Ave.
Hammond, Ind. 46325

✓ 59676

KNOW ALL MEN, That

ATLANTIC RICHFIELD COMPANY, A PENNSYLVANIA CORPORATION

herein called the "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, 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, 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, or 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 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, 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, in, upon, along and over a strip of land or right-of-way situated in Section 20, Township 37 North, Range 9 West of the Second Principal Meridian, in the county of Lake, State of Indiana, described as follows:

A strip of land in the West Half (W¹/₂) of said Section 20 and in the City of East Chicago, Indiana, said strip of land being 10 feet wide and lying 5 feet wide on each side of a center line and said center line produced; said center line being described as follows:

Beginning at a point 188.1 feet north of the south line of said Section 20, said point being 35 feet east of the west line of said Section 20; thence north a distance of 607.71 feet to a point on the south line of the Indians Harbor Canal.

Any damages 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, cables, conductors, guy wires, or equipment, shall be promptly paid by the grantee. Patrolling said line or 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.

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 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.

This presents to be binding on the heirs, executors, administrators, grantees and assigns of the grantor, and upon the grantee, its successors and assigns.

IN WITNESS WHEREOF, the grantor has duly executed this instrument this _____ day of _____, A. D. 19 70

Attest: W M Donohue (SEAL)
W. M. Donohue Secretary (SEAL)
(SEAL)

ATLANTIC RICHFIELD COMPANY, A PENNSYLVANIA CORPORATION
BY: R. M. Cooper (SEAL)
R. M. Cooper, Vice President (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 by grantee therein of the rights granted by said easement.

GREGORY A. RODERICK (SEAL)

This instrument was prepared by _____

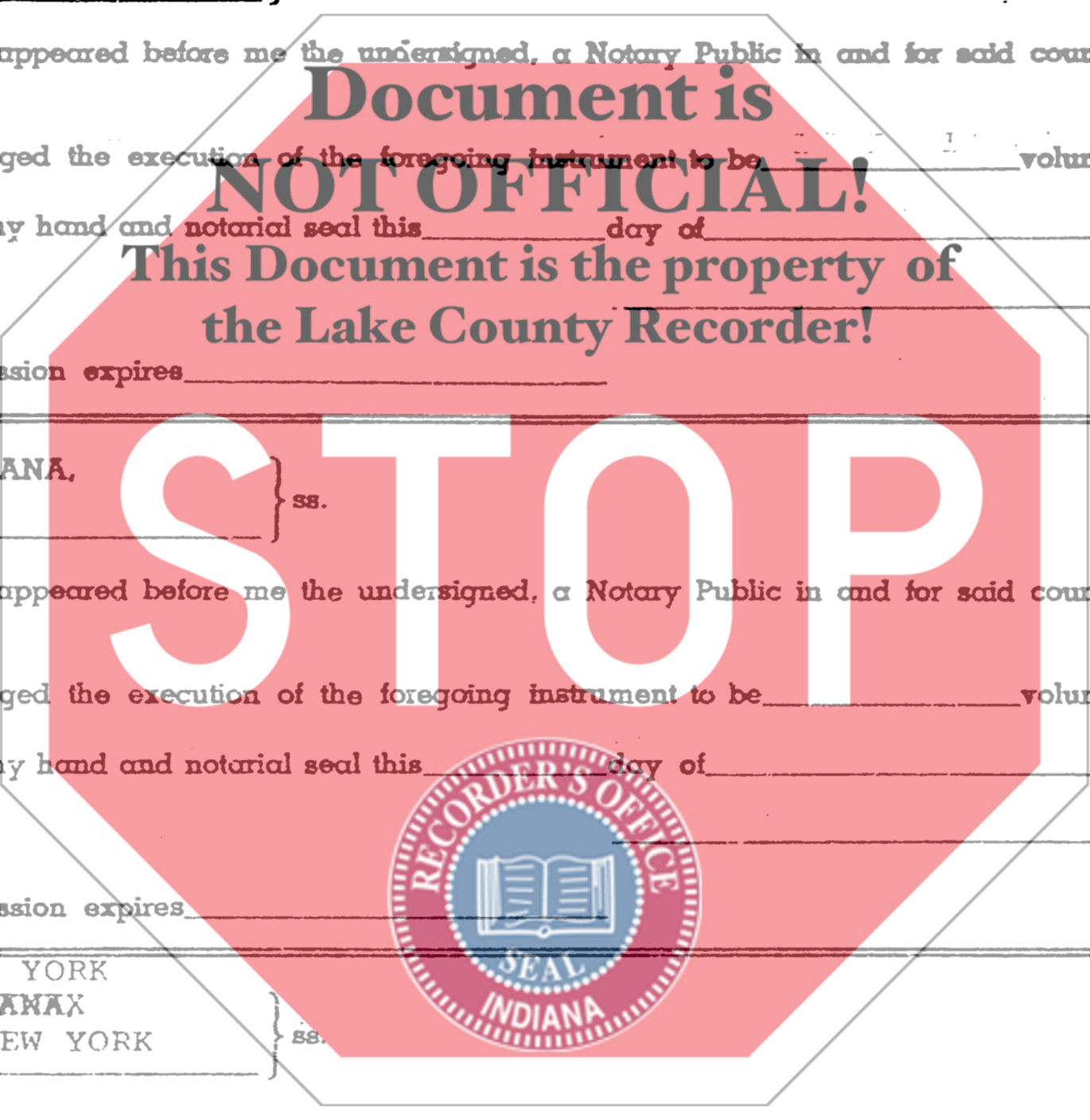
59679
97969

STATE OF INDIANA,
COUNTY OF _____

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 (SEAL)



STATE OF INDIANA,
COUNTY OF _____

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 (SEAL)

NEW YORK
STATE OF ~~INDIANA~~
COUNTY OF NEW YORK

Be It Remembered that on this 21st day of APRIL, 1970, before me, a Notary Public in and for the County and State aforesaid, personally appeared ATLANTIC RICHFIELD COMPANY, A PENNSYLVANIA CORPORATION a corporation, by R. M. COOPER and W. M. DONOHUE Vice President and ASSISTANT Secretary, respectively, and acknowledged the execution of the above and foregoing instrument.

Witness my hand and notarial seal the day and year first above written.

My Commission expires March 30, 1971
Notary Public (SEAL)
Notary Public, State of New York
No. 60-0397335, Qual. in West. Co.
Certificate filed in New York County
Commission Expires March 30, 1971

EASEMENT FOR ELECTRICAL LINES
FROM
Grantor,
TO
NORTHERN INDIANA
PUBLIC SERVICE COMPANY

Checked by GREGORY A. RODERICK
Date 5-5-70
District Albion
Contract File No. 22693
Charge Acct. No. PF 33506-1
JW