

20 8  
C.P.

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

79821

KNOW ALL MEN, That JERE DEVELOPMENT COMPANY

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 cut, 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 17, Township 34 North, Range 8 West of the Second Principal Meridian, in the county of Lake, State of Indiana, described as follows:

The Southerly three feet of Lot #54, as marked and laid down on the recorded plat of Jeffrey Manor Subdivision, Unit #3, as recorded in Book 39, Page 57, in the Office of the Recorder of Lake County, Indiana.

The Southerly three feet of Lot #78, as marked and laid down on the recorded plat of Jeffrey Manor Subdivision, Unit #3, as recorded in Book 39, Page 57, in the Office of the Recorder of Lake County, Indiana.

The Southerly three feet of Lot #98, as marked and laid down on the recorded plat of Jeffrey Manor Subdivision, Unit #3, as recorded in Book 39, Page 57, in the Office of the Recorder of Lake County, Indiana.

The Northerly three feet of Lot #77, as marked and laid down on the recorded plat of Jeffrey Manor Subdivision, Unit #3, as recorded in Book 39, Page 57, in the Office of the Recorder of Lake County, Indiana.

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.

These 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 2nd day of November

A. D. 1976  
*Edward L. Burkhardt*  
EDWARD L. BURKHARDT - PRESIDENT (SEAL)

*Earl Martin Jr.*  
EARL MARTIN JR. - SECRETARY (SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(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.

\_\_\_\_\_  
(SEAL)

This instrument was prepared by George A. Druzak

138002

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)

STATE OF ~~INDIANA~~ Florida, }  
COUNTY OF At Large } ss.

Be It Remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 1970, before me, a  
Notary Public in and for the County and State aforesaid, personally appeared \_\_\_\_\_  
a corporation, by \_\_\_\_\_

~~Vice President and~~ \_\_\_\_\_ ~~Secretary~~ \_\_\_\_\_, 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 \_\_\_\_\_

DE Ward

(SEAL)  
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA at LARGE  
MY COMMISSION EXPIRES APR 16, 1974  
Bonded By American Bankers Insurance Co.

STATE OF INDIANA, }  
COUNTY OF LAKE } ss.

Be It Remembered that on this 2nd day of NOVEMBER, 1970, before me, a  
Notary Public in and for the County and State aforesaid, personally appeared Jere Development  
Company, a corporation, by EDWARD MARTIN, JR.

~~Witnessed~~ \_\_\_\_\_ Secretary, ~~separately~~, 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 October 16, 1974

Sylvia R. Doffin  
Sylvia R. Doffin

(SEAL)  
Notary Public



3.00

EASEMENT FOR ELECTRICAL LINES	
FROM	
JERE DEVELOPMENT COMPANY	Grantor,
	TO
NORTHERN INDIANA PUBLIC SERVICE COMPANY	
Recorded _____	
Book _____	
Page _____	
Checked by _____	
Date <u>July 28, 1970</u>	
District <u>Crown Point</u>	
Contract File No. _____	
Charge Acct. No. <u>P.E. 2E 7589-C</u>	
<u>NO 5602-3</u>	