

620508

620508

Michael Leban
1736 Dove Creek
Schererville

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CONSENT TO ENCROACHMENT

This Indenture executed as of this 25 day of FEBRUARY, 1981.

WITNESSETH:

WHEREAS, the following described parcel of real estate in Lake County, State of Indiana, to-wit:

Lot No. 53, Novo Seio Subdivision, Second Addition to the Town of Schererville, as recorded in Plat Book 47, page 42, in the Office of the Recorder of Lake County, Indiana, is subject to a public utility easement, which is reserved for the use of public utility companies for the installation, operation and maintenance of poles, mains, ducts, lines of wires and other facilities and equipment, and

WHEREAS, the present owner or owners of the above-described parcel of real estate constructed a garage which encroaches on the west two (2) feet of the east six (6) feet of the south twenty-four (24) feet of the north thirty-four (34) feet of said Lot Number 53, and

13-218-6

WHEREAS, said garage does not interfere with the operation of the undersigned public utility and shall be not closer than 5 feet horizontal clearance or 12 feet vertical clearance from the undersigned's utility facilities located thereon.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the undersigned public utility, Northern Indiana Public Service Company, does hereby grant, without warranty, and only to the extent that it has the right to do so, unto the present owner or owners of record, their heirs, administrators, executors, successors and assigns, its consent to the location of said garage as previously described upon said public utility easement, to the extent said public utility easement is applicable to Northern Indiana Public Service Company. The execution of this Consent by the undersigned is not to be construed in any manner as a license for further encroachment on said utility easement.

FILED

MAR 2 - 1981

RECORDER OF DEEDS
LAKE COUNTY

STATE OF INDIANA
OFFICE OF THE RECORDER OF DEEDS
MAY 9 2 00 PM '81
WILLIAM NELSON JR
RECORDER

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The encroachment of said garage on said easement in said Lot No. 53 is subject and subordinate at all times to the paramount rights of Northern Indiana Public Service Company to use the easement described in said Lot No. 53 for all public and corporate purposes, and to the right of Northern Indiana Public Service Company to enter upon said land at any time and from time to time for the purpose of constructing and installing, maintaining and operating gas pipe lines and electric lines and any and all equipment and facilities which it deems necessary or advisable in its public utility and corporate purposes, all without any liability whatsoever on the part of Northern Indiana Public Service Company to the present owners of record of said Lot No. 53, their respective heirs, administrators, executors, successors and assigns for damage of any kind to said present owners of record of said Lot No. 53, their respective heirs, administrators, executors, successors and assigns or their property.

The present owner or owners of record of the above described parcel of real estate, their respective heirs, administrators, executors, successors and assigns, shall indemnify and save harmless the undersigned public utility, against any and all damage and loss that may result to the equipment or any property owned and used by said public utility and from and against any and all legal or other expenses, claims, costs, losses, suits, judgment for damages or injuries or death resulting to persons or property by reason of the location of said garage upon, over and across said public utility easement.

This consent in no way relieves the owner or owners of record of said above described parcel of real estate, their heirs, administrators, executors, successors and assigns, from the restrictions if any, to which said real estate is made subject by deed or otherwise, and the restrictions contained in all applicable zoning ordinances and Master Zoning Plans.

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IN WITNESS WHEREOF, Northern Indiana Public Service Company has caused this instrument to be executed by its Vice President and attested by its Secretary this 25 day of FEBRUARY, 1981.

NORTHERN INDIANA PUBLIC SERVICE COMPANY

By [Signature]
Vice President
I. J. ROBERTS

ATTEST:

[Signature]
Secretary
M. J. MIKULAS

IN WITNESS WHEREOF, we the undersigned owners of said real estate agree to the terms and conditions of the foregoing consent.

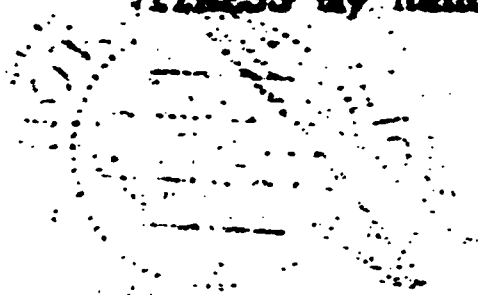
[Signature]
Michael C. Urban

[Signature]
Kathleen A. Urban

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

BE IT REMEMBERED that on this 25 day of FEBRUARY, 1981, before me a notary public in and for the county and state aforesaid, personally appeared I. J. ROBERTS, Vice President, and M. J. MIKULAS, Secretary, respectively, of Northern Indiana Public Service Company 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 of said corporation for the uses and purposes set forth.

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



[Signature]
Notary Public
Claude M. Morrow, Jr.
A resident of Lake County

My Commission expires:
August 26, 1983

This instrument prepared by: John R. Henry
Northern Indiana Public Service Company

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STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

BE IT REMEMBERED that on this 13th day of Feb, 1951,
before me a notary public in and for the county and state aforesaid, personally
appeared Michael C. Urban and Kathleen A. Urban, husband
and wife, and each acknowledged the execution of the above and foregoing instrument.

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

Barbara M. Adson
Notary Public

A resident of Lake County

My Commission expires:

4-9-82

