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Hammond

EASEMENT FOR UNDERGROUND AND OVERHEAD ELECTRICAL LINES

Form 620-21

KNOW ALL MEN, That ABRAHAM J. OCHSTEIN and LYNN W. OCHSTEIN,  
Husband and Wife

(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, (herein called "Grantee"), 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, and to also install, construct, maintain, operate, repair, replace, renew and remove: (a) underground ducts and conduits, (b) underground wires, cables, conductors, manholes and other necessary appurtenances, in such underground ducts and conduits, (c) pads for transformers, with transformers located thereon, where reasonably necessary in the sole judgment and discretion of Grantee herein 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, or to remove any underground root system 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, or including the right to clear and keep cleared such obstructions from the surface and subsurface of said premises as may be necessary for the installation and maintenance of such 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 19 Township 36 North, Range 9 of the Second Principal Meridian, in the county of Lake State of Indiana, described as follows:

The East 10 feet of the West 25 feet of the following described parcel: Part of the Southwest Quarter of the Northwest Quarter of Section 19, Township 36 North, Range 9 West of the Second Principal Meridian, described as commencing at a point in the centerline of Ridge Road which is South 78° 56' East, 688.49 feet from the intersection of the centerline of Ridge Road and the West line of the said Northwest Quarter; thence on a line bearing South at an angle of 101° 04' with the centerline of Ridge Road 332.27 feet; thence East at right angles with said last described line 176.65 feet; thence North at right angles 297.72 feet to the centerline of Ridge Road; thence North 78° 56' West, 180 feet along the centerline of Ridge Road to the place of beginning, except that part taken for Ridge Road, in the Town of Munster, Lake County, Indiana.

28-4-50

Any underground facilities of the Grantee shall be at least 24 inches below the surface of the soil, as the surface now exists.

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, underground ducts, conduits, cables, conductors, guy wires, pads for transformers, transformers, or equipment, shall be promptly paid by the Grantee. Patrolling said 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.

Grantor covenants and agrees not to cut, make excavations beneath, fill or permit fill to be placed upon the surface of the real estate herein described without the written consent of Grantee.

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 7th day of November

Abraham J. Ochstein (SEAL)  
ABRAHAM J. OCHSTEIN (SEAL)

Lynn W. Ochstein (SEAL)  
LYNN W. OCHSTEIN (SEAL)

FILED (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.

John M. O'Drobinak (SEAL)  
This instrument was prepared by John M. O'Drobinak, Attorney at Law

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STATE OF INDIANA  
COUNTY OF LAKE  
RECORDED  
WILLIAM B. BISSA  
RECORDER  
APR 16 11 27 AM '50

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STATE OF INDIANA, } ss.  
COUNTY OF LAKE

Personally appeared before me the undersigned, a Notary Public in and for said county and state  
ABRAHAM J. OCHSTEIN  
who acknowledged the execution of the foregoing instrument to be his voluntary act and deed.

WITNESS my hand and notarial seal this 7<sup>th</sup> day of November 19 80

*Karen E. Funk* (SEAL)  
Karen E. Funk Notary Public  
A resident of Lake County, Indiana

My Commission expires 3-28-82

STATE OF INDIANA, } ss.  
COUNTY OF LAKE

Personally appeared before me the undersigned, a Notary Public in and for said county and state  
LYNN W. OCHSTEIN  
who acknowledged the execution of the foregoing instrument to be her voluntary act and deed.

WITNESS my hand and notarial seal this 7<sup>th</sup> day of November 19 80

*Karen E. Funk* (SEAL)  
Karen E. Funk Notary Public  
A resident of Lake County, Indiana

My Commission expires 3-28-82

STATE OF INDIANA, } ss.  
COUNTY OF \_\_\_\_\_

Be It Remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a  
Notary Public in and for the County and State aforesaid, personally appeared \_\_\_\_\_  
\_\_\_\_\_ a corporation, by \_\_\_\_\_ and \_\_\_\_\_  
Vice President and \_\_\_\_\_ 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.

\_\_\_\_\_  
Notary Public (SEAL)

My Commission expires \_\_\_\_\_

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

Checked by Catherine L. Allegretti  
Date 12-20-80  
District Hammond  
Contract File No. 24053  
Charge Acct. No. 5840-1