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5265 Adams  
Kumard

625172

EASEMENT FOR UNDERGROUND AND OVERHEAD ELECTRICAL LINES AND GAS MAINS

KNOW ALL MEN: That Weiss Corporation, an Indiana 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, (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 rootsystems 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, telephones and other purposes, and sewer 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 in, upon, along and over a strip of land or right-of-way situated in Section 28 Township 36 North Range 7 West of the Second Principal Meridian, the the county of Lake State of Indiana, described as follows:

Two strips of land in the North one half of the Northwest quarter of the Northwest Quarter of Section Twenty-Eight (28) Township Thirty-Six (36) North, Range Seven (7) West of the Second Principal Meridian being fifteen (15) feet wide, lying seven and one half (7½) feet each side of a center line and said center line produced; said center lines being described as follows:

17-8-2+3

Beginning at a point on the East line of the North one half of the Northwest Quarter of the Northwest Quarter of Section twenty-eight (28) seven and one half (7½) feet North of the southeast corner of said North one half of Quarter Quarter section thence North eighty-eight (88) degrees thirty-five (35) minutes thirty-seven (37) seconds West a distance of six hundred sixty (660) feet thence North twelve (12) degrees zero (0) minutes zero (0) seconds west a distance of three hundred forty-five (345) feet to a point. Also, beginning at a point on the South line of the North one half of the Northwest Quarter of the Northwest Quarter of Section twenty-eight (28) seven and one half (7½) feet west of the southeast corner of said North one half of the Quarter Quarter Section thence northerly and parallel to the East line of said North one half of the Quarter Quarter Section a distance of six hundred twenty-seven (627) feet to the South right-of-way line of U.S. Highway 6.

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Underground facilities of the Grantee shall be at least 24 inches below the surface of the soil, at the surface over-

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, gas mains, 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, gas mains and pipes, 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 on the Grantee, its successors and assigns.

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IN WITNESS WHEREOF, The Grantor has duly executed this instrument this 27<sup>th</sup> day of August

A. D. 19 79

[Signature] (SEAL)  
Paul Weiss, Asst. Secretary-Treasurer  
(SEAL)  
\_\_\_\_\_ (SEAL)

Weiss Corporation, an Indiana Corporation  
[Signature] (SEAL)  
Morris Weiss, 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 Grantor therein of the rights granted by said easement.

This instrument was prepared by \_\_\_\_\_

STATE OF INDIANA

SS.

COUNTY OF \_\_\_\_\_

Personally appeared before 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 \_\_\_\_\_

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

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

STATE OF INDIANA

SS.

COUNTY OF Lake

Be it Remembered that on this 27<sup>th</sup> day of August, 19 79, before me, a

Notary Public in and for the County and State aforesaid, personally appeared Weiss Corporation

\_\_\_\_\_ a corporation, by Morris Weiss TREASURER

President and Paul Weiss 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.

[Signature] (SEAL)  
Notary Public  
Leonard J. Carrol

My Commission expires 6-27-81

THIS INSTRUMENT WAS PREPARED BY  
Engineer Lawrence R. Blaschke

Witnessed by John R. Henry  
\_\_\_\_\_  
\_\_\_\_\_  
No. 5169-2