

EASEMENT FOR ELECTRICAL LINES AND GAS MAINS

KNOW ALL MEN That Roy I Falkenberg and Rita Falkenberg, husband and wife,

herein called the "grantors," in consideration of the sum of one dollar (\$1.00) and other valuable considerations, in hand paid to the grantors, 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 and renew towers and poles, and to string, install, construct, erect, maintain, operate, repair, replace and renew wires, cables, and other necessary equipment upon and between such towers and poles, and additional towers, poles, wires, cables and other necessary equipment from time to time, and to operate by means thereof from time to time, 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/or other purposes, and to lay, install, maintain, operate, repair, replace and renew 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 situated in Section 19, Township 34 North, Range 7 West of the Second Principal Meridian, in the county of Lake, State of Indiana, described as follows:

10-74-2 No card

A strip of land in Lot 2 as marked and laid down on the Recorded Plat of Windy Acres, as recorded in Plat Liber 053, Page 48, in the Office of the Recorder of Lake County, Indiana:

Commencing at a point ninety-three (93) feet East of the Northeast Corner of Lot 1 of said subdivision, thence East ten (10) feet; thence South three hundred thirteen (313) feet; thence West ten (10) feet; thence North fifteen (15) feet; thence West ninety-three (93) feet; thence North ten (10) feet; thence East ninety-three (93) feet; thence North two hundred eighty-eight (288) feet to the point of beginning.

FILED

AUG 13 1981

Lucille D. Priddy
AUDITOR LAKE COUNTY

STATE OF INDIANA, S.S. NO
LAKE COUNTY
FILED FOR RECORD
AUG 17 1 29 PM '81
WILLIAM GILLESPIE JR
RECORDER

Access to the above described strip of land over the adjoining lands of the grantors is hereby granted. Any damage to the crops, tile, fences, or buildings of the grantors on said strip of land or on the lands of the grantors adjoining said strip of land, done by the grantee in the installation, maintenance, operation, erection, repair, replacement or renewal of said towers, poles, wires, cables, or equipment, and said line or lines of pipe and the equipment and facilities connected therewith, shall be promptly paid for by the grantee. The grantee may cut down and remove from the premises 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. Patrolling said line or lines on foot shall not constitute grounds for a claim for crop damage.

The grantors reserve the use of said strip of land not inconsistent with this grant, but no buildings or structures shall be erected or placed on said strip of land by grantors.

The grantee shall and will indemnify and save the grantors 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 installation, construction, erection, maintenance, operation, repair, replacement or renewal of said electric transmission line or lines and said line or lines of pipe, and the structures, equipment, facilities and appurtenances connected therewith over and across said strip of land.

The undersigned grantors hereby covenant that they are the owners in fee simple of said real estate, are lawfully seized thereof, and have good right to grant and convey said easement herein, and guarantee the quiet

possession thereof, that the said real estate is free from all encumbrances, and that the grantors will warrant and defend the title to the said easement against all lawful claims.

These presents shall be binding on the heirs, executors, administrators, grantees and assigns of the grantors, and upon the grantee, its successors and assigns.

IN WITNESS WHEREOF, the grantors have duly executed this instrument this _____ day of _____,

A. D. 19 _____

Roy I. Falkenberg (SEAL) _____ (SEAL)
Roy I. Falkenberg
Rita Falkenberg (SEAL) _____ (SEAL)
Rita Falkenberg
_____ (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)

STATE OF INDIANA

SS:

COUNTY OF _____

Personally appeared before the undersigned, a Notary Public in and for said county and state Roy I. Falkenberg and Rita Falkenberg, husband and wife,

who acknowledged the execution of the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and notarial seal this 3RD day of August 1981

Hiram S. Pelton (SEAL)
Hiram S. Pelton Notary Public

MY COMMISSION EXPIRES OCTOBER 28, 1983
RESIDENT OF LAKE COUNTY, INDIANA

My Commission expires _____

STATE OF INDIANA

SS:

COUNTY OF _____

BE IT REMEMBERED that on this _____ day of _____, A. D., 19____ before me, a Notary Public in and for the county and state aforesaid, personally appeared _____

_____ President and _____ Secretary, respectively of _____

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 for said corporation, for the uses and purposes set forth.

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

_____ (SEAL)
Notary Public

My Commission expires _____

Roy and Rita
Falkenberg

Recorded _____
Book _____
Page _____

Checked By Catherine L. Allegretti
Date 7-15-81
District Crown Point
Contract File No. 34229
Charge Acct. No. 5009-3