

EASEMENT FOR ELECTRICAL LINES

Form 820-2B  
Revised 4-61

640506

5765 16-6-1981  
Easement No. 34186-7

KNOW ALL MEN, That

Jack D. Richardson and Carol L. Richardson, 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, 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 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 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 32, Township 35 North, Range 7 West of the Second Principal Meridian, in the county of Lake, State of Indiana, described as follows:

A strip of land situated in the Northeast Quarter (NE $\frac{1}{4}$ ) of said Section 32, said strip of land being 36 feet wide and lying 18 feet wide each side of centerline, and said centerline produced, said centerline being described as follows:

15-15-15

Commencing at a point on the West line of the Northeast Quarter (NE $\frac{1}{4}$ ) of said Section 32, said point being 18 feet Southwestwardly (measured at right angles) from the Southerly right-of-way line of the Chesapeake and Ohio Railroad; thence Southeastwardly parallel with said right-of-way line a distance of 721.19 feet to a point on grantor's West property line, said point also being the TRUE PLACE OF BEGINNING of this description; thence continuing Southeastwardly parallel with said right-of-way line a distance of 367.97 feet more or less to a point on grantor's East property line.

FILED

AUG 13 1981

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
AUG 17 1 12 PM 1981  
WILLIAM S. BROWN  
RECORDER

~~Liability~~ Damages to the crops, tile, fences, or buildings of the grantor on said right-of-way, or on lands of the grantor adjoining the 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 29<sup>th</sup> day of July, A. D. 1981

Jack D. Richardson (SEAL) \_\_\_\_\_ (SEAL)  
Carol L. Richardson (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.

This instrument was prepared by John T. Carr

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STATE OF INDIANA  
COUNTY OF LAKE

Personally appeared before me the undersigned, a Notary Public in and for said county and state  
JACK D. RICHARDSON, CAROL L. RICHARDSON 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 29<sup>th</sup> day of JULY 1981  
NOTARY PUBLIC STATE OF INDIANA  
MY COMMISSION EXPIRES MAY 2 1983  
ISSUED BY INDIANA NOTARY ASSOC.  
My Commission expires MAY 2 1983  
John R. Carr III  
RESIDENT LAPORTE Co. Notary Public  
JOHN R. CARR III

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\_\_\_\_  
\_\_\_\_\_  
Notary Public (SEAL)  
My Commission expires \_\_\_\_\_

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

Be It Remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_, 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 ELECTRICAL LINES	FROM	Grantor.	NORTHERN INDIANA PUBLIC SERVICE COMPANY	Checked by <u>EP</u>	Date <u>8-10-81</u>	District <u>15</u>	Contract File No. <u>34186-7</u>	Charge Acct. No. <u>5664-55</u>