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5265 Robinson  
Hammmond  
16 225

KNOW ALL MEN, that the LAKE COUNTY TRUST COMPANY AS TRUSTEE UNDER TRUST NO. 2821

herein called "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 Indiana Bell Telephone Company, a corporation, herein together called "Grantee", and to their successors and assigns, an easement, right and authority, from time to time, to 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; (d) markers and test terminals, 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 at Grantee's option, to cut down and remove from the premises hereinafter described and from the adjoining lands of Grantor any trees or undergrowth, which may, in the sole judgment of Grantee, endanger the safety of, or interfere with the use or enjoyment of, any of Grantee's facilities arising from the growth of trees or underground root system including the right to clear and keep cleared such obstructions from the surface and subsurface 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 and for the transmission, distribution and delivery of telephone communications to the public in general, to be used for light, heat, power, telephone and 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 or right of way situated in Section 5 Township 34 North, Range 8 West of the Second Principal Meridian, in the County of Lake, State of Indiana, describes as follows: The South fifteen (15) feet of the following described parcel of land:

A parcel of land in the Northeast Quarter (NE 1/4) of Section 5, Township 34 North, Range 8 West of the Second Principal Meridian, Lake County, Indiana, more particularly described as follows: Commencing at a point on the West line of the Northeast Quarter (NE 1/4) of said Section 5, said point being 1068.10 feet North of the Southwest corner of the Northeast Quarter (NE 1/4) of said Section 5; thence East at right angles to said West line of the Northeast Quarter (NE 1/4) of said Section 5, a distance of 20.00 feet to the point of beginning; thence North 0° 04' 00" East 142.00 feet along a line parallel with the said West line of the Northeast Quarter (NE 1/4) of said Section 5; thence South 89° 56' 00" East 65.00 feet to the beginning of a 135.00 foot radius curve, the center of which bears North 0° 04' 00" East; thence Northeast 68.66 feet along the arc of said curve through a central angle of 29° 08' 30" thence North 60° 55' 30" East 4.00 feet to the beginning of a 20.00 foot radius curve, the center of which bears 29° 04' 30" East; thence Southeast 31.42 feet along the arc of said curve through a central angle of 90° 00' 00"; thence South 29° 04' 30" East 175.70 feet; thence West 247.00 feet to the point of beginning.

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

The Grantor reserves the use of the above described land not inconsistent with this grant, structures 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, cables, underground ducts or conduits, pads for transformers and transformers thereon, markers and test terminals, gas mains and pipes and structures and appurtenances connected therewith.

~~The undersigned Grantor hereby covenants to be the owner in fee simple of said real estate, lawfully sold thereof, with 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 Grantor will warrant and defend the title to the said easement against all lawful claims.~~

These presents shall be inure to the benefit of and be binding upon the Grantor and successors and assigns of the Grantor, and upon the Grantee, their successors and assigns.

IN WITNESS WHEREOF, the Grantor has duly executed this instrument this 12th day of November, 19 81.

LAKE COUNTY TRUST COMPANY AS TRUSTEE UNDER TRUST NO. 2821

BY: Donna L. Campbell (SEAL)  
Donna L. Campbell, as Trust Officer (SEAL)

ATTEST:  
By: Anah L. Taggart (SEAL)  
Anah L. Taggart, as Assistant Secretary (SEAL)

Subject to attached Lake County Tr. Co. excupation

STATE OF INDIANA  
CLERK OF SUPERIOR COURT  
LAKELAND, INDIANA  
RECORDED  
NOV 18 1981  
CROWN POINT, INDIANA

FILED

This instrument was prepared by Edward J. Hussey  
at Law, 5525 Broadway  
Merrillville, Indiana 46410

Louis O. Priddy  
AUDITOR LAKE COUNTY

635

Checked by Catherine L. Allegretti  
Date 10-2-81  
District Crown Point  
Contract File No. 34292  
Charge Acct. No. \_\_\_\_\_

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

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 )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

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 \_\_\_\_\_.

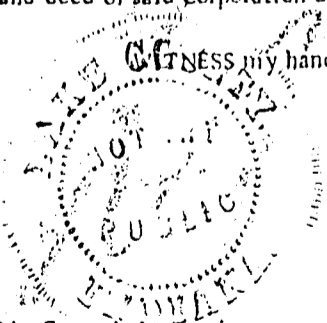
\_\_\_\_\_  
Notary Public (SEAL)

My Commission expires:

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

TO BE REMEMBERED that on this 16th day of November, 19 81, before me, a Notary Public in and for the County and State aforesaid, personally appeared Donna L. Campbell, as Trust Officer and Anah L. Taggart/as assistant Secretary of Lake County Trust Company as aforesaid and 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.



Charlotte L. Keilman (SEAL)  
Charlotte L. Keilman  
Notary Public

My Commission expires:

January 20, 1985

Resident: Lake County, Indiana

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trust Company, because of this instrument or as a result of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released.