

EASEMENT FOR UNDERGROUND AND OVERHEAD ELECTRICAL LINES

5265 Helman
Hammock Dr

Form 820 **685156**

KNOW ALL MEN, That

St. Elijah Serbian Orthodox Church of Gary, Indiana
(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 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 29, Township 35 North, Range 8W of the Second Principal Meridian, in the county of Lake, State of Indiana, described as follows:

A strip of land within the North Half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-Nine (29), Township Thirty-Five (35) North, Range Eight (8) West of the Second Principal Meridian, Excepting the Easterly Seventy (70) Feet, this portion being within the R/W of State Highway Fifty-Five (55), remaining parcel herein called "Lot A", in the Town of Merrillville, Lake County, Indiana; said strip of land being described as follows:

The Southerly Thirty-Five (35) Feet of "Lot A".

KEY 15-128-4

FILED

OCT 22 1982

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
OCT 25 12 23 PM '82
WILLIAM HILSKI JR.
RECORDER

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, except mortgage to Gary National Bank.

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 5 day of October, A. D. 19 82.

ST. ELIJAH SERBIAN ORTHODOX CHURCH OF GARY, INDIANA

By: Zivan Pekovich (SEAL)
ZIVAN PEKOVICH, President

Nikola Jovic (SEAL)
ATTEST: NIKOLA JOCIC, Secretary

____ (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 William H. Eichhorn of
Eichhorn, Eichhorn & Link

836 (SEAL) 50
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STATE OF INDIANA,
COUNTY OF LAKE } 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____

(SEAL)
Notary Public

My Commission expires _____

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____

(SEAL)
Notary Public

My Commission expires _____

STATE OF INDIANA,
COUNTY OF LAKE } ss.

Be It Remembered that on this 5 day of October, 1982, before me, a
Notary Public in and for the County and State aforesaid, personally appeared ST. ELIJAH SERBIAN ORTHODOX
CHURCH OF GARY, INDIANA, a corporation, by ZIVAN PERKOVICH and NIKOLA JOCIC

~~the~~ 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.

Wendell W. Goad
WENDELL W. GOAD (SEAL)
Notary Public

My Commission expires March 24, 1984
Resident: Lake County, Indiana



EASEMENT FOR UNDERGROUND AND
OVERHEAD ELECTRICAL LINES

FROM

ST. ELIJAH SERBIAN ORTHODOX CHURCH
OF GARY, INDIANA, Grantor,

TO

NORTHERN INDIANA
PUBLIC SERVICE COMPANY

Checked by Bernard J. Olis Jr.

Date October 19, 1982

District Gary

Contract File No. 34440

Charge Acct. No. 5863-15