

5265 Holman
Hammond 46326

1650

EASEMENT FOR UNDERGROUND AND OVERHEAD ELECTRICAL LINES

Form 820-2
691-133

KNOW ALL MEN, That

Environ Executive Center, Inc.

(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 27, Township 35 North, Range 8 West of the Second Principal Meridian, in the county of Lake, State of Indiana, described as follows:

A strip of land in Block "F" revision of Plat of Environ Executive Center, located in the North Half of the Northwest Quarter of Section 27, Township 35 North, Range 8 West of the second principle meridian, in the Town of Merrillville, Indiana; Being Fifteen (15) Feet wide, lying Seven and One Half (7 1/2) Feet each side of a centerline and said centerline produced; said centerline being described as follows:

Beginning at a point which is on the East line and Three Hundred Twenty Six (326) Feet North of the South line of said Block "F".

From the point of beginning, said centerline extends N89°59'20"W Eighty-Nine (89) Feet;

Reg 15-468-14
REC 4312 12 PM '82
MILLER & SILLSKI JR
REGISTERED

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.

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 8th day of December, A. D. 1982.

William C. Shaver (SEAL)
William C. Shaver - Secretary

L. I. Combs Jr. (SEAL)
L. I. Combs Jr. - 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 Grantee therein of the rights granted by said easement.

FILED

DEC 22 1982

803 (SEAL)

This instrument was prepared by Bernard J. Ols, Jr.

James O. Trout
AUDITOR LAKE COUNTY

550

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.

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 Lake } ss.

Be It Remembered that on this 8th day of December, 1982, before me, a
Notary Public in and for the County and State aforesaid, personally appeared Envision Executive
Central Inc., a corporation, by L. L. Combs, Jr. and William C. Shaver
~~its~~ 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.

Robert L. Gibb (SEAL)
Notary Public

My Commission expires April 18 1983

EASEMENT FOR UNDERGROUND AND
OVERHEAD ELECTRICAL LINES

FROM

Grantor,

TO

NORTHERN INDIANA
PUBLIC SERVICE COMPANY

Checked by Richard J. C. Jr.

Date November 11, 1982

District CARY

Contract File No. 35108

Charge Acct. No. 5907-15