Easement #35377

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EASEMENT FOR UNDERGROUND ELECTRICAL LINES

KNOW ALL MEN, that Mobil Oil Corporation, a corporation duly organized and existing under the laws of the State of New York. and having an office and place of business at 3225 Gallows Road, Fairfax, Virginia 22037, originally named Standard Oil Company of New York, that name having been duly changed to Socony-Vacuum Corporation on July 30, 1931, and subsequently duly changed to Socony-Vacuum Oil Company, Incorporated on May 31, 1934, and thereafter on April 29, 1955, duly changed to Socony-Mobil Company, Inc., and that name having been duly changed to Mobil Oil Corporation on May 18, 1966, herein called "Grantor". in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, in hand paid to the Grantor, hereby grants to NORTHERN INDIANA PUBLIC SERVICE COMPANY, an Indiana corporation, herein called "Grantee", and to its successors and assigns, an easement, right and authority, from time to time, to install, construct, maintain, operate, repair, replace, renew and remove one 12" underground duct and conduit for electrical line use, together with underground wires, neutral cables, conductors, and other necessary appurtenances in such underground ducts and conduits 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 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 20, Township 37 North, Range 9 West of the Second Principal Meridian, in the County of Lake, State of Indiana described as follows:

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Beginning at the intersection of the east line of Indianapolis Boulevard and the north dock line of Socony-Vacuum Oil Company, Inc., as they exist on the date hereof; thence continuing south on and along the said east line of Indianapolis Boulevard a distance of twenty (20) feet; thence east parallel with the said north dock line of Socony-Vacuum Oil Company, Inc., a

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distance of fifty (50) feet; thence north parallel with the said east line of Indianapolis Boulevard a distance of twenty (20) feet to the said north dock line of Socony-Vacuum Oil Company, Inc., thence west on and along the said north dock line of Socony-Vacuum Oil Company, Inc., a distance of fifty (50) feet to the place of beginning.

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

The Grantor reserves the use of the above described land not inconsistent with this grant, but no buildings or structures shall be placed on the right of way by Grantor.

The Grantee shall and will indemnify, defend 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, underground ducts or conduits, underground wires, neutral cables, conductors, manholes and other necessary appurtenances in such underground ducts and conduits 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.

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

IN WITNESS WHEREOF, the Grantor and Grantee have duly executed this instrument this It day of Monember, 19 8.3.

> GRANTOR BY : DO IND'ALESSI' EST CONTROLL TO THORIZED OFFICIAL)

GRANTEE

NORTHERN INDIANA PUBLIC SERVICE COMPANY

BY:

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15-16. 7. ATTEST: Acting Secretary

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	STATE OF Virginia	<i>a</i>		
	STATE OF Painfay SS:			
	· · · · · · · · · · · · · · · · · · ·			
	Personally appeared before me the undersigned, a Notary Public in and for said county and state <u>Air fair Virginia</u> , who acknowledged the execution of the foregoing instrument to be their voluntary act and deed.			
	of <u>november</u> , 19 <u>83</u> .  Witness my hand and notarial seal this <u>7th</u> day			
			Sinda a Gack Notary Public A resident of Feirf	340 (SPAL)
	My Commission Expires:		A resident of Feirf	exCounty
	June 30, 198	<del></del>	U	
	STATE OF	)	Linda A. Jackson  Notary Public Commonwealth of Virginia	
	COUNTY OF	) ss:	My Commission Expires June 30, 1984	(y 3,2)
	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 their voluntary act and deed.  Witness my hand and notarial seal this day of, 19			
			Notary Public	(SEAL)
	My Commission Expi	res:	A resident of	County
	STATE OF INDIANA COUNTY OF LAKE	) ) SS:		
			,	
	BE IT REMEMBERED that on this			
	Forth.  WITNESS my hand and notarial seal the day and year first			
	above written.	a alla llocattat	Car the day and year t	T126
Andrew 18			Man Tural	(SEAL)
		•	Day W. CARNAMAN	
	My Commission Expi	res:	A resident of	County

10-11-86