

Coral Browner
1000 E. 80th Place
Des Moines

741863

EASEMENTS FOR UNDERGROUND ELECTRICAL LINES
AND EASEMENT FOR ACCESS

KNOW ALL MEN, that BARBARA A. HOFFMAN and DOUGLAS K. HOFFMAN, collectively 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 WHITECO METROCOM, INC., 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: (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 at Grantee's option, to cut down and remove from the premises hereinafter described from the adjoining lands of Grantor any tress 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 for use by Grantee for light, heat, power, telephone and other purposes, in, upon, along and over a strip of land or right of way situated in Section 36, Township 34 North, Range 9 West of the Second Principal Meridian, in the County of Lake, State of Indiana, described as follows:

STATE OF INDIANA
COUNTY RECORDS
FILED FOR RECORD
JAN 19 10 20 AM '84
WILLIAM H. DEES, JR.
CLERK

FILED

JAN 18 1984

LAKE COUNTY
INDIANA

Easement
7-44-14
to
7-44-29

A 20 foot wide strip of land whose centerline is described as beginning at a point on the South line of the S 1/2 of the NE 1/4 of the SW 1/4 of Section 36, T 34 N, R 9 W of the 2nd P.M., Lake County, Indiana and 58.224 feet East of the Southwest corner of said S 1/2; thence N 71°-15'-17" E, 863.763 feet to the West line of the East 448 feet of said S 1/2; thence N 66°-06'-47" E, 233.85 feet to the terminus of said centerline.

Any underground facilities of the Grantee shall be at least twenty-four (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.

Grantor further grants Grantee, an easement, right and authority to improve the land for a driveway for purposes of ingress and egress to properly erect and maintain a radio tower, antenna and transmitter building to be located on land situated in Section 36, Township 34 North, Range 9 West of the Second Principal Meridian, in the County of Lake, State of Indiana, described as follows:

The South Half of the Northeast Quarter of the Southwest Quarter of Section 36, Township 34 North, Range 9 West of the Second Principal Meridian, all in Lake County, Indiana.

The driveway shall be upon, along and over a strip of land or right of way situated in Section 36, Township 34 North, Range 9 West of the Second Principal Meridian, in the County of Lake, State of Indiana, described as follows:

*Easement
7-44-16
to
7-44-29*

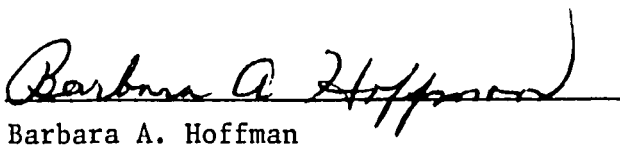
A 20 foot wide strip of land whose centerline is described as beginning at a point lying 10 feet North of the South line of the S 1/2 of the NE 1/4 of the SW 1/4 of Section 36, T 34 N, R 9 W of the 2nd P.M., Lake County, Indiana and 43.224 feet East of the West line of said S 1/2; thence S 89°-30'-50" E and parallel with the South line of said S 1/2, 945.50 feet; then N 00°-11'-47" E and parallel with the East line of said S 1/2, 204.458 feet to the South line of the North 389 feet of said S 1/2.

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, underground ducts or conduits, pads for transformers and transformers thereon, the driveway 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 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, its successors and assigns of the Grantor, and upon the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has duly executed this instrument this 28th day of December, 1983.


Barbara A. Hoffman

