

763463

5265 Highway  
Hammond

EASEMENT FOR UNDERGROUND ELECTRICAL LINES, COMMUNICATION LINES, AND GAS MAINS

KNOW ALL MEN, that Mercantile National Bank of Hammond, Indiana Trust No. 3007

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 32 Township 35 North, Range 9 West of the Second Principal Meridian, in the County of Lake, State of Indiana, describes as follows:

The East 90.0 feet of the North ten (10) feet of the South 91.66 feet of Lot 2 in Homestead Acres Evergreen Addition to the Town of St. John as shown in Plat Book 49, Page 92 in the Recorder's Office in Lake County, Indiana.

#12-79-2

FILED

JUL 3 1984

*James O. ...*  
AUDITOR LAKE COUNTY

STATE OF INDIANA  
LAKE COUNTY  
JUL 5 2 53 PM '84  
WILLIAM J. ...  
RECORDER

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 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 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, their successors and assigns.

IN WITNESS WHEREOF, the Grantor has duly executed this instrument this 6th day of June 19 84.

Mercantile National Bank of Hammond, Indiana Trust No. 3007

Attest: Louise M. Johnson (SEAL)  
Louise M. Johnson, Assistant Trust Administrator (SEAL)

Franklin J. Black (SEAL)  
Franklin J. Black, Vice-President and Trust Officer (SEAL)

This instrument was prepared by C. M. MERROW, JR.

This instrument is executed by MERCANTILE NATIONAL BANK OF INDIANA, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by the MERCANTILE NATIONAL BANK OF INDIANA are undertaken by it solely as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against the MERCANTILE NATIONAL BANK OF INDIANA by reason of any of the covenants, statements, representations or warranties contained in this instrument.

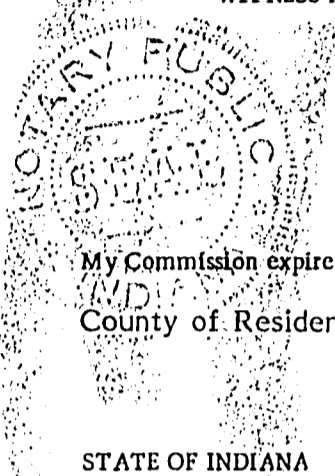
000095 9/50

101607

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Personally appeared before me the undersigned, a Notary Public in and for said county and state  
Mercantile National Bank of Hammond, who acknowledged the execution of the foregoing  
Indiana Trust No. 3007, instrument to be their voluntary act and deed.

WITNESS my hand and notarial seal this 6th day of June, 19 84.



Arlene Banta (SEAL)  
Arlene Banta Notary Public

My Commission expires: April 16, 1988  
County of Residence: Lake

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 \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, before  
me, a Notary Public in and for the County and State aforesaid, personally appeared \_\_\_\_\_,  
\_\_\_\_\_, and \_\_\_\_\_, of \_\_\_\_\_  
\_\_\_\_\_ 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.

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

My Commission expires:

Checked by C. M. MERROW, JR.  
Date: 5-23-84  
District: Clawson Point  
Contract File No. 25554  
Charge Acct. No. 5925-3