

5265 Highway  
Hammond

EASEMENT FOR ELECTRICAL LINES

Form 820-2B

Revised 4-61

791874

KNOW ALL MEN, That Hoosier State Bank of Indiana

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, 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, 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 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, 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 9, Township 36 North, Range 9 West of the Second Principal Meridian, in the county of Lake, State of Indiana, described as follows:

A strip of land in the Northwest Quarter of Section 9, Township 36 North, Range 9 West of the Second Principal Meridian, said property being described as follows:

The Northerly (15) Fifteen feet of a tract of land described in Deed in Trust recorded May 26, 1971 known as Trust Number A-602 under Instrument 101105 and referenced as Key Number 37-150-41 in the Real Estate Office of Lake County, Indiana.

FILED

FEB 8 1985

*[Signature]*  
AUDITOR LAKE COUNTY

STATE OF INDIANA  
RECORDS & DEEDS  
FEB 13 3 14 PM '85  
RUBEN M. GLAY  
RECORDER

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, cables, conductors, guy wires, or equipment, shall be promptly paid by the grantee. Patrolling said line or 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.

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 22<sup>nd</sup> day of January, A. D. 1985.

HOOSIER STATE BANK OF INDIANA

\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)

BY: *[Signature]* (SEAL)  
Theresa L. Soucy, Trust Officer (SEAL)  
*[Signature]* (SEAL)  
John A. Freyek, Exe. Vice Pres. (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.

C. M. MERROW, JR. (SEAL)

This instrument was prepared by \_\_\_\_\_

353

50

STATE OF INDIANA, }  
COUNTY OF \_\_\_\_\_ } ss.

NOTARY

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 22nd day of January, 1968, before me, a Notary Public in and for the County and State aforesaid, personally appeared Hoosier State Bank of Indiana, a corporation, by Theresa L. Soucy and John A. Freyke, Trust Officer and Executive Vice 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.

*Sharon M. Wilt*  
Sharon Wilt  
(SEAL)  
Notary Public

My Commission expires 6-30-87

EASEMENT FOR ELECTRICAL LINES

FROM

Grantor,

TO

NORTHERN INDIANA  
PUBLIC SERVICE COMPANY

C. M. MERKOW, JR.

Checked by \_\_\_\_\_  
Date 12-6-84  
District Hammond  
Contract File No. 35787  
Charge Acct. No. 5790-1