

873897

3000 Hickman Ave
Twp 46320

EASEMENT FOR UNDERGROUND AND OVERHEAD ELECTRICAL LINES

Form 820-21

KNOW ALL MEN, That LAKE COUNTY TRUST COMPANY, as Trustee under Trust No. 3606

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

Key # 15-120-25

A strip of land in the Northeast Quarter of the Southwest Quarter of Section Twenty One (21), Township 35 North, Range 8 West of the Second Principal Meridian being Fifteen (15) Feet wide, lying Seven and Five Tenths (7.5) Feet each side of a centerline and said centerline produced; said centerline being described as follows: Beginning at a point which is Seven and Five Tenths (7.5) Feet east of the intersection of the West line of the Northeast Quarter of the Southwest Quarter of said Section 21 with the South right-of-way line of U.S. Highway No. 30, thence Southerly along a line parallel to the West line of the Northeast Quarter of the Southeast Quarter of said Section 21 a distance of Two Hundred Eight and Five Tenths (208.5) Feet; thence Easterly along a line parallel with the South right-of-way line of U.S. Highway No. 30 a distance of One Hundred Ten (110) Feet.

FILED

SEP 8 1986

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 19th day of August, A. D. 1986.

ATTEST:

SEE SIGNATURE PAGE ATTACHED (SEAL)
Charlotte L. Keilman, Assistant Secretary

LAKE COUNTY TRUST COMPANY, as Trustee under Trust No. 3606

BY: SEE SIGNATURE PAGE ATTACHED (SEAL)
Donna Lamere, Vice President and Trust Officer

(SEAL)

(SEAL)

(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.

SEE SIGNATURE PAGE ATTACHED 122

C. M. MERROW, JR.

This instrument was prepared by

NORTHERN INDIANA PUBLIC SERVICE COMPANY

700

198678

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____

SEE SIGNATURE PAGE ATTACHED (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 _____ } ss.

Be It Remembered that on this _____ day of _____, 19____, before me, a Notary Public in and for the County and State aforesaid, personally appeared _____, a corporation, by _____ and _____ 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.

(SEAL)
Notary Public

My Commission expires _____

<p>EASEMENT FOR UNDERGROUND AND OVERHEAD ELECTRICAL LINES</p> <p>FROM</p> <p>Grantor,</p>	<p>TO</p> <p>NORTHERN INDIANA PUBLIC SERVICE COMPANY</p>
--	--

C. M. MERROW, JR.

C. M. MERROW, JR.

Checked by	_____
Date	8/26/86
District	CARY
Contract File No.	36310
Charge Acct. No.	50007-65

EASEMENT FOR UNDERGROUND AND OVERHEAD ELECTRICAL LINES

GRANTOR: LAKE COUNTY TRUST COMPANY, AS TRUSTEE UNDER TRUST #3606

DATE: AUGUST 19, 1986

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Vice President and Trust Officer and attested by its Assistant Secretary this 19th, day of August, 1986.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated May 27, 1986 and known as Trust No. 3606.

BY: Donna LaMere
Donna LaMere, Vice President and Trust Officer

ATTEST:

BY: Charlotte L. Keilman
Charlotte L. Keilman, Assistant Secretary

STATE OF INDIANA)

)SS:

COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State personally appeared the within named Donna LaMere, as Vice President & Trust Officer and Charlotte L. Keilman, as Assistant Secretary of the Lake County Trust Company, who acknowledge the execution of the foregoing instrument as the free and voluntary act of said corporation, and as their free and voluntary act acting for such corporation, as Trustee.

Witness my hand and seal this 19th day of August, 1986.

Angeline Bravos
Angeline Bravos - Notary Public
Resident of: Lake County.

My Commission Expires:

May 15, 1989