

91055565

E# 37579

KNOW ALL MEN, That Schilling's St. John Partnership, Bank One Trust No. 963970-54.

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 30, Township 35 North, Range 9 West of the Second Principal Meridian, in the county of Lake, State of Indiana, described as follows: # 12 - 138 - 5

The Northeasterly 5 feet of Lot 8, and the Southwesterly 5 feet of Lot #9, as marked and laid down on the recorded Plat of Schilton Hills Unit No. 4, as recored in Liber 069, Page 25, in the Office of the Recorder of Lake County, Indiana.

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OCT 30 1991

Anna N. Antonio
AUDITOR LAKE COUNTY

STOP

STATE OF INDIANA
LAKE COUNTY
FILED
NOV 1 11 19 1991
ROBERT J. KELAND

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 4 day of October A.D. 1991

Schilling's St. John Partnership, Bank One Trust No. 963970-54

_____(SEAL)
_____(SEAL)
_____(SEAL)

Andres Roche (SEAL)
Andres Roche, Vice-President and Trust Officer (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.

This instrument was prepared by LOCASO, P.C.

01615

Cardinal Property
833 W Lincoln Hwy Scher 46375

800

STATE OF INDIANA,

COUNTY OF LAKE

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 his voluntary act and deed.

WITNESS my hand and notarial seal this 4th day of October 1991

Barbara J. Reberg (SEAL) Notary Public A Resident of Lake County

My Commission expires May 7, 1995

STATE OF INDIANA,

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,

COUNTY OF

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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.

Notary Public (SEAL)

My Commission expires

EASEMENT FOR ELECTRICAL LINES

FROM

Schilling's St. John Partnership Bank One Trust No. 963970-54 Grantor.

TO

NORTHERN INDIANA PUBLIC SERVICE COMPANY

Recorded

Book

Page

Checked by Locascio 10/15/91

Date 9-27-91

District Crown Point

Contract File No. 97579

Charge Acct. No. WO 50007-3 PE 30600A-3