

FC16246 kd

Key # 9-18-25 Unit 23

EASEMENT FOR UNDERGROUND AND OVERHEAD ELECTRICAL LINES AND GAS MAINS

KNOW ALL MEN, That

David M. Austgen

(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, 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 8, Township 34 North, Range 8 West of the Second Principal Meridian, the the county of LAKE, State of Indiana, described as follows:

The Easterly Ten (10) feet of the West half of Lot Number Twenty-Eight (28) as marked and laid down on the recorded plat of the Town, now City, of Crown Point, in Lake County, Indiana as the same appears of record in Deed and Mortgage Record "B", page 121 and as recorded in Plat Book 969 Page 398 in the Recorder's Office of Lake County, Indiana.

FILED

FEB 5 0 1986

SAM ORLICH AUDITOR LAKE COUNTY

96 FEB 20 AM 11:10 MARGARETIE COLLINS RECORDED

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

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, gas mains, 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, gas mains and pipes, 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.

000939

Handwritten initials/signature

HOLD FOR FIRST AMERICAN TITLE

96010773

IN WITNESS WHEREOF, The Grantor has duly executed this instrument this 15th day of February, A. D. 19 96.

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

David M. Austgen (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.

\_\_\_\_\_  
(SEAL)  
This instrument was prepared by William H. Eichhorn

STATE OF INDIANA  
COUNTY OF LAKE SS.

Personally appeared before the undersigned, a Notary Public in and for said county and state David M. Austgen

who acknowledged the execution of the foregoing instrument to be his voluntary act and deed.

WITNESS my hand and notarial seal this 15th day of February, 19 96.

Kim A. Diaz (SEAL)  
Notary Public  
Lake County Resident

My Commission expires 2/15/99

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.

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

My Commission expires \_\_\_\_\_