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KNOW ALL MEN, That

MENARDS, INC.

MARIANNE CLEVELAND
RECORDER

Handwritten initials and marks on the left margin.

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 8, Township 35 North, Range 9 West of the Second Principal Meridian, in the county of Lake, State of Indiana, described as follows:

PART OF LOT 1 AS SAID LOT IS KNOWN AND DESIGNATED ON THE PLAT OF MENARDS RESUBDIVISION OF PART OF LOT 3, OF THE RESUBDIVISION OF LOT ONE, DEERCREEK PARK UNIT 3, TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA, BEING RECORDED IN PLAT BOOK 81, PAGE 27 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 1° 23' 30" WEST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 233 FEET TO A CORNER OF THE EAST LINE OF SAID LOT 1; THENCE NORTH 88° 36' 30" EAST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 37 FEET TO A POINT; THENCE NORTH 1° 23' 30" WEST A DISTANCE OF 300.77 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE SOUTH 88° 36' 30" WEST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 7 FEET TO A CORNER ON THE EAST LINE OF SAID LOT 1; THENCE NORTH 1° 23' 30" WEST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 218.23 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 88° 36' 42" WEST ALONG THE NORTH LINE OF SAID LOT 1 AND THE SOUTH LINE OF WILLOWBROOK DRIVE A DISTANCE OF 17 FEET TO A POINT; THENCE SOUTH 1° 23' 30" EAST A DISTANCE OF 469 FEET TO A POINT; THENCE SOUTH 88° 36' 30" WEST A DISTANCE OF 33 FEET TO A POINT; THENCE SOUTH 1° 23' 30" EAST A DISTANCE OF 283 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 88° 36' 30" EAST ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 20 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION. CONTAINING 0.396 OF AN ACRE OF LAND.

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 1 day of Oct, A. D. 1996

Mary Prochaska (SEAL)

_____ (SEAL)

FILED
X OCT 8 1996 (SEAL)
X SAM ORLICH (SEAL)
X AUDITOR LAKE COUNTY (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 C.M. MERROW, JR.

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ec# 730735 11/30

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.

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, *Wicwasah*
COUNTY OF *Exe Clarke* } ss.

Document is NOT OFFICIAL!
This Document is the property of
MENARD, INC.
the Lake County Recorder!

Be It Remembered that on this 1 day of October, 1996, before me, a Notary Public in and for the County and State aforesaid, personally appeared Menard, Inc., a corporation, by Mark Prockster 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.

My Commission expires is permanent



Paul H. Mahler
Notary Public (SEAL)



Northern Indiana Public Service Company
A subsidiary of NIPSCO Industries, Inc.

C. M. Merrow, Jr.
Real Estate
5265 Hohman Avenue
Hammond, IN 46320-1775
219-853-5383 Fax 219-853-5059



EASEMENT FOR ELECTRICAL LINES

FROM

MENARD, INC

Grantor

TO

NORTHERN INDIANA
PUBLIC SERVICE COMPANY

Checked by MM

Date 10/7/96

District 1

Contract File No. 38236

Charge Acct. No. 52209-1