

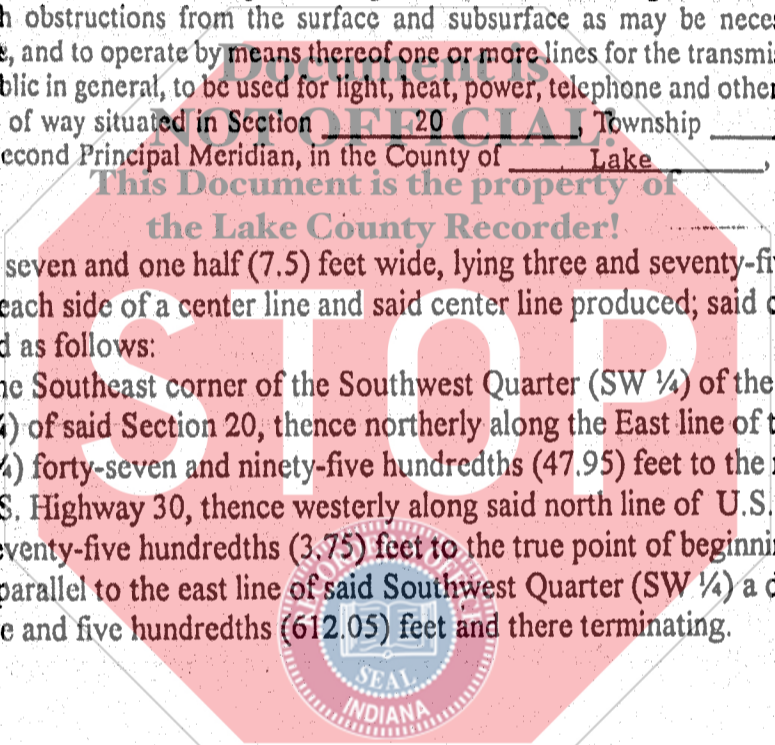
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EASEMENT FOR UNDERGROUND ELECTRICAL LINES

EASEMENT# 38376

KNOW ALL MEN, That Scott Albanese and Debra Albanese, husband and wife, and Richard Albanese and Dorothy Albanese, husband and wife, herein called "Grantor", in consideration of the sum of one dollar (\$1.00) and other valuable considerations, in hand paid to the Grantor, hereby grants to NORTHERN INDIANA PUBLIC SERVICE COMPANY, an Indiana corporation, herein called "Grantee", and to its successors and assigns, an easement, right and authority, from time to time, to 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 rights to trim, or at Grantee's option, to cut down and remove from the premises hereinafter described and from the adjoining lands of Grantor any trees or undergrowth, which may, in the sole judgment of Grantee, endanger the safety of, or interfere with the use or enjoyment of, any Grantee's facilities arising from the growth of trees or underground root system, including the right to clear and keep cleared such obstructions from the surface and subsurface as may be necessary for the installation and maintenance of such facilities, and to operate by means thereof one or more 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 20, Township 35 North, Range 8 West of the Second Principal Meridian, in the County of Lake, State of Indiana, described as follows:



A strip of land seven and one half (7.5) feet wide, lying three and seventy-five hundredths (3.75) feet on each side of a center line and said center line produced; said center line being described as follows:

Beginning at the Southeast corner of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of said Section 20, thence northerly along the East line of the Southwest Quarter (SW 1/4) forty-seven and ninety-five hundredths (47.95) feet to the north right of way line of U.S. Highway 30, thence westerly along said north line of U.S. 30 a distance of three and seventy-five hundredths (3.75) feet to the true point of beginning. Thence northerly and parallel to the east line of said Southwest Quarter (SW 1/4) a distance of six hundred twelve and five hundredths (612.05) feet and there terminating.

Any underground facilities of the Grantee shall be at least 24 inches below the surface of the soil, as the surface now exists. The Grantor reserves the use of the above described land not inconsistent with this grant, but no buildings or structures 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, underground ducts or conduits, pads for transformer and transformers thereon, 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 guarantee 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 shall be inure to the benefit of and be binding upon the Grantor and successors and assigns of the Grantor, and upon the Grantee, its successors and assigns.

This instrument was prepared by John R. Henry

**FILED**

JUN 01 1998

SAM ORLICH  
AUDITOR LAKE COUNTY

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11.00  
cm

Gr # 809943

IN WITNESS WHEREOF, the grantors have duly executed this instrument this 13<sup>th</sup> day of May.

A. D. 1998.

[Signature] (SEAL)  
Scott Albanese  
[Signature] (SEAL)  
Debra Albanese

[Signature] (SEAL)  
Richard Albanese  
[Signature] (SEAL)  
Dorothy Albanese

This instrument was prepared by John R. Henry

STATE OF INDIANA, }  
COUNTY OF LAKE } SS.

Personally appeared before me the undersigned, a Notary Public in and for said county and state \_\_\_\_\_

Scott Albanese and Debra Albanese, husband and wife

who acknowledged the execution of the foregoing instrument to be \_\_\_\_\_ their \_\_\_\_\_ voluntary act and deed.

WITNESS my hand and notarial seal this 13<sup>th</sup> day of May, 1998.

Print Name John R. Henry [Signature] (SEAL)  
Notary Public

My Commission expires April 30, 1999 A Resident of Lake County, Indiana

STATE OF INDIANA, }  
COUNTY OF LAKE } SS.

Personally appeared before me the undersigned, a Notary Public in and for said county and state \_\_\_\_\_

Richard Albanese and Dorothy Albanese, husband and wife

who acknowledged the execution of the foregoing instrument to be \_\_\_\_\_ their \_\_\_\_\_ voluntary act and deed.

WITNESS my hand and notarial seal this 13<sup>th</sup> day of May, 1998.

Print Name John R. Henry [Signature] (SEAL)  
Notary Public

My Commission expires April 30, 1999 A Resident of Lake County, Indiana

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 \_\_\_\_\_

\_\_\_\_\_  
President and \_\_\_\_\_ Secretary, of \_\_\_\_\_

as aforesaid and each acknowledged the execution of the above and foregoing instrument in behalf of said corporation, as the voluntary act and deed of said corporation and of said officials for said corporation, for the uses and purposes set forth.

WITNESS my hand and notarial seal the day and year first above written.

Print Name \_\_\_\_\_ (SEAL)

Notary Public

My Commission expires \_\_\_\_\_ A Resident of \_\_\_\_\_ County, Indiana

Northern Indiana Public Service Company  
5265 Hohman Ave.  
Hammond, IN 46320

11.00  
cm

Ac# 809943

Checked by John R. Henry  
Date April 9, 1998  
District Gary  
Contract File No. 38376  
Charge Acct. No. WD 50663-718