

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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EASEMENT FOR UNDERGROUND AND OVERHEAD ELECTRICAL LINES

EASEMENT # _____

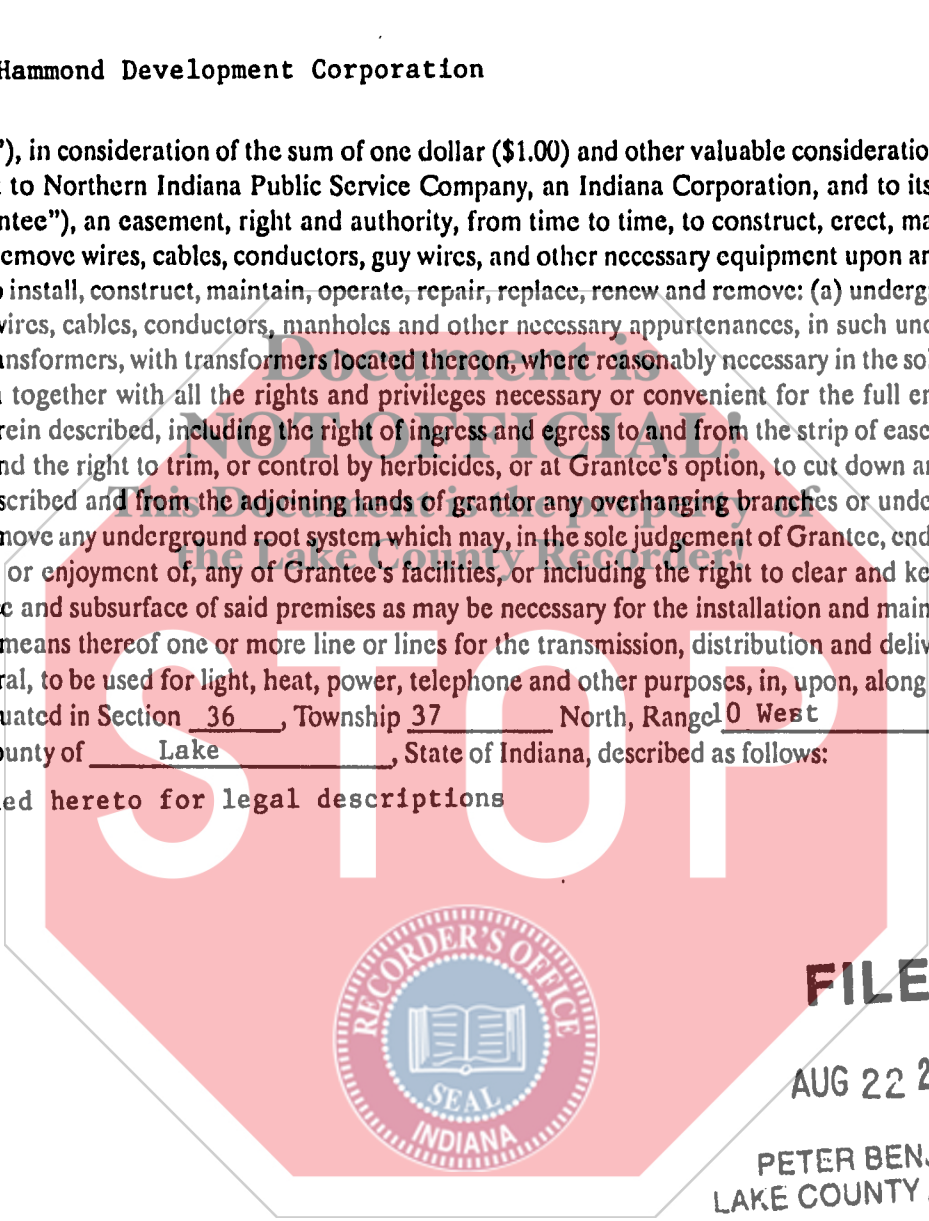
SIN 111553 Rev. 2-97

Chicago Title Insurance Company

KNOW ALL MEN, That Hammond Development Corporation

(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 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 36, Township 37 North, Range 10 West of the Second Principal Meridian, in the county of Lake, State of Indiana, described as follows:

See Exhibit A attached hereto for legal descriptions



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AUG 22 2000

PETER BENJAMIN
LAKE COUNTY AUDITOR

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 on 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, operations, 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.

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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 18th day of August A.D. 2000.

Hammond Development Corporation
By: [Signature] (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.

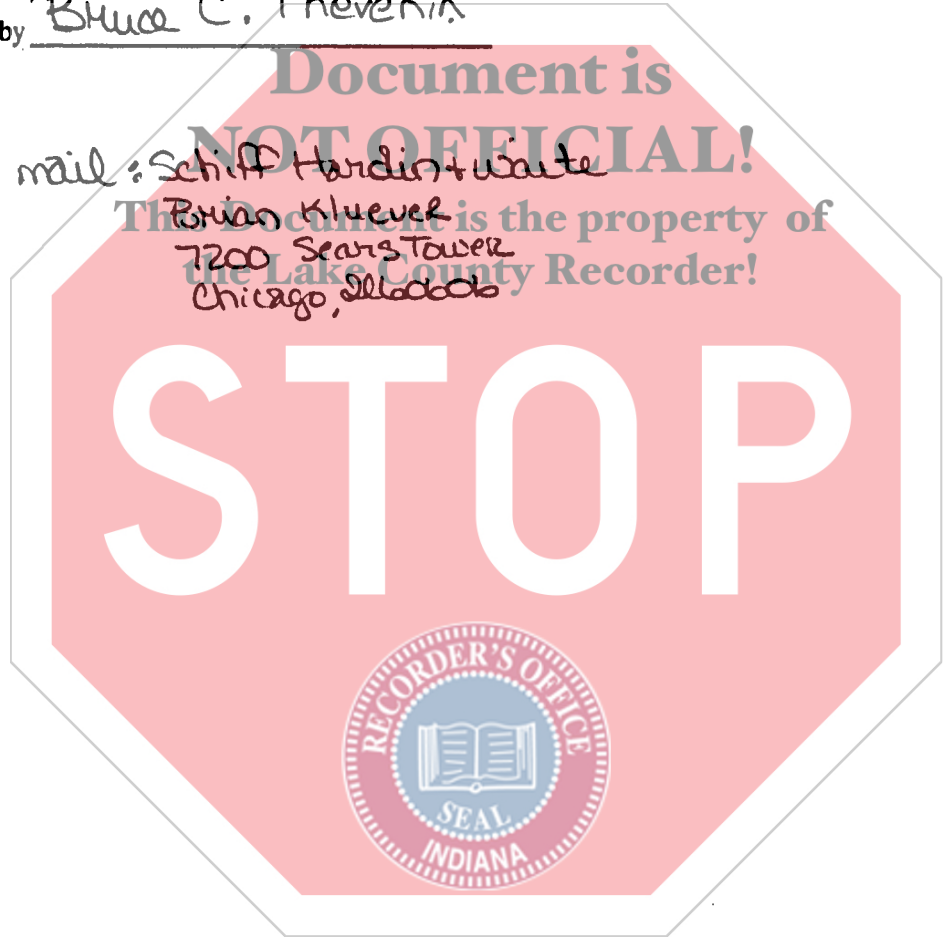
Notary Public, State of Indiana
County of Lake
Commission Expires 11/30/2001

_____(SEAL)

This instrument prepared by Bruce C. Thevenin

once Recorded mail: Schiff Hardin + white

Brian Kluevel
7200 Sears Tower
Chicago, Illinois



STATE OF INDIANA }
COUNTY OF Lake } 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 this voluntary act and deed.

WITNESS my hand and notarial seal this 18th day of August, 1900.

Print Name _____ (SEAL)
Notary Public

My Commission Expires _____ A Resident of _____ County, Indiana

STATE OF INDIANA }
COUNTY OF _____ } SS.



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

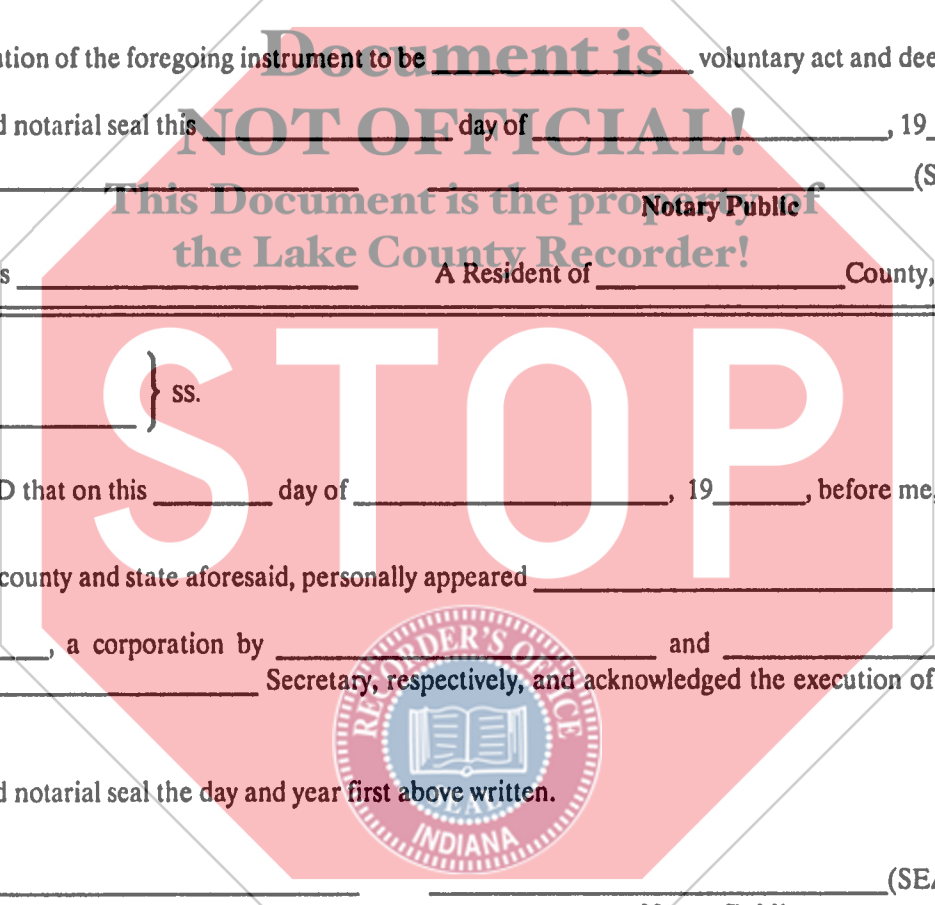
who acknowledged the execution of the foregoing instrument to be _____ voluntary act and deed.

WITNESS my hand and notarial seal this _____ day of _____, 19____.

Print Name _____ (SEAL)
Notary Public

My Commission Expires _____ A Resident of _____ 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 _____

_____, 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.

Print Name _____ (SEAL)
Notary Public

My Commission Expires _____ A Resident of _____ County, Indiana

EASEMENT FOR UNDERGROUND AND
OVERHEAD ELECTRICAL LINES

FROM

Grantor,

TO

NORTHERN INDIANA
PUBLIC SERVICE COMPANY



Checked by

Date

District

Contract File No.

Charge Acct. No.

EXHIBIT A

Easement for Electrical Lines dated: _____

GRANTOR: Hammond Development Commission

GRANTEE: Northern Indiana Public Service Company

The West Ten (10) feet of the North Sixty (60) feet (measured along the West lot line), and the North Ten (10) feet, by parallel lines, of Lot 9, Latham's Addition to the City of Hammond, as per plat thereof, recorded in Plat Book 1, Page 44 of the Office of the Recorder of Lake County, Indiana.

The North Ten (10) feet and the East Ten (10) feet, by parallel lines, of Lot 10 in said Latham's Addition.

Beginning at the Southeast corner of said Lot 10; thence West along the south line of said Lot 10 a distance of Twenty-five (25) feet to a point; thence northeast to a point on the East line of said Lot 10 at a point Sixty (60) feet north of said Southeast corner; thence South along the East line of said Lot 10 to the point of beginning.

The North Ten (10) feet of Lots 2 and 3, and the North Ten (10) feet of the West 25 feet of Lot 4, all in Block 1, Towle and Young's Addition to the City of Hammond, as per plat thereof, recorded in Plat Book 1, Page 58, in the Office of the Recorder of Lake County, Indiana.

The East Ten (10) feet of the West 25 feet of said Lot 4.

The West Fifteen (15) feet of said Lot 3.