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EASEMENT FOR ELECTRICAL LINES AND GAS MAINS

EASEMENT# _____

KNOW ALL MEN, That Becknell Development LLC

herein called the "grantors", in consideration of the sum of one dollar (\$1.00) and other valuable considerations, in hand paid to the grantors, hereby grant to NORTHERN INDIANA PUBLIC SERVICE COMPANY, an Indiana corporation, and to its successors and assigns, ~~an~~ ^a non-exclusive easement, right and authority from time to time, to construct, erect, maintain, operate, repair, replace and renew towers, poles, anchors, guys and stubs, and to string, install, construct, erect, maintain, operate, repair, replace, renew and remove wires, cables, and other necessary equipment upon and between such towers and poles, and additional towers, poles, anchors, guys, stubs, wires; cables and other necessary equipment from time to time, and to operate by means thereof from time to time, 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 and/or other purposes, and to lay, install, maintain, operate, repair, replace 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 situated in Section _____, Township _____, North, Range _____, of the Second Principal Meridian, in the county of _____, State of Indiana, and described as follows:

[Handwritten signature]
non-exclusive

2004-093151

See attached Exhibit "A"
Document is NOT OFFICIAL!

Access to the above described strip of land over the adjoining lands of the grantors is hereby granted. Any damage to the crops, tile, fences, or buildings of the grantors on said strip of land or on the lands of the grantors adjoining said strip of land, done by either of the grantees in the installation, maintenance, operation, erection, repair, replacement or renewal of said towers, poles, anchors, guys, stubs, wires, cables, or equipment, and said line or lines of pipe and the equipment and facilities connected therewith, shall be promptly paid for by such grantee. Each grantee may cut down and remove from the premises 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. Patrolling said line or lines on foot shall not constitute grounds for a claim for crop damage.

FILED FOR RECORDING
LAKE COUNTY, INDIANA
[Handwritten initials]

The grantors reserve the use of said strip of land not inconsistent with this grant, but no buildings or structures shall be erected or placed on said strip of land by grantors. Grantee agrees that this easement may be utilized by other utilities. Each grantee shall and will indemnify and save the grantors harmless from and against any and all damage, injuries, losses, claims, demands or costs proximately caused by the fault, culpability, or negligence of such grantee in the installation, construction, erection, maintenance, operation, repair, replacement or renewal of line or lines and said line or lines of pipe, and the structures, equipment, facilities and appurtenances connected therewith over and across said strip of land.

The undersigned grantors hereby covenant that they are the owners in fee simple of said real estate, are lawfully seized thereof, and have 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 grantors will warrant and defend the title to the said easement against all lawful claims.

This instrument was prepared by
457RE3000

FILED

NOV 1 2004

STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

16.00
CRS
CP

000087

Jean Hartrick
4242 S 1st Ave
Ayons, IL 60534

IN WITNESS WHEREOF, the grantors have duly executed this instrument this 15 day of October

A.D. 20 04

Decknell LLC
Development
by [Signature]

Attest: _____ (SEAL)
SECRETARY

(SEAL)

PRESIDENT

(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)

STATE OF Illinois INDIANA, }
COUNTY OF Champaign
ss.

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

Daniel G. Harrington

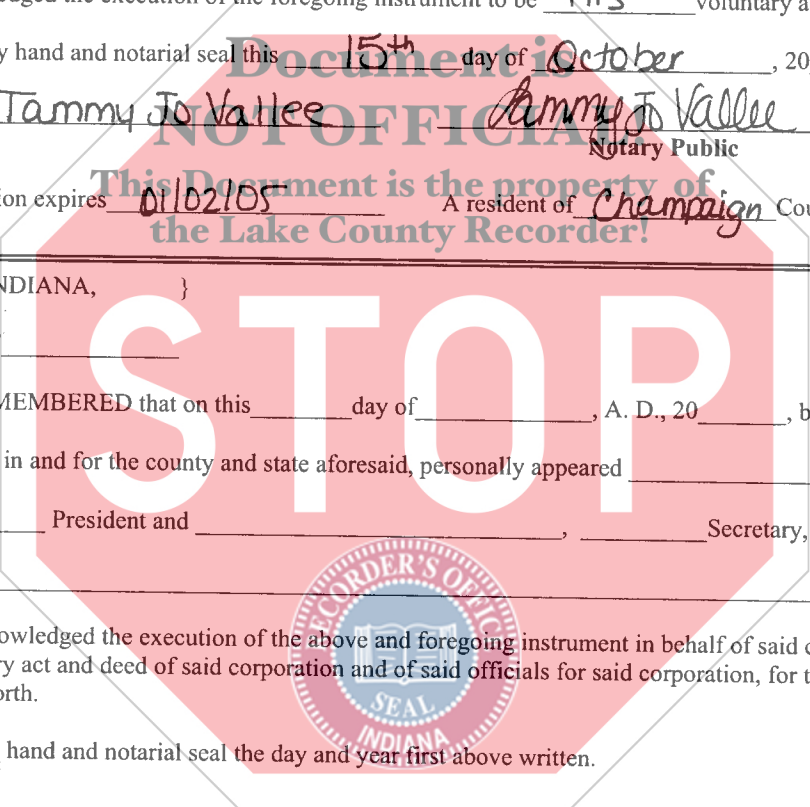
who acknowledged the execution of the foregoing instrument to be his voluntary act and deed.

WITNESS my hand and notarial seal this 15th day of October, 20 04

Print Name Tammy Jo Vallee Tammy Jo Vallee (SEAL)
Notary Public

My Commission expires 01/02/05 A resident of Champaign County, Indiana

OFFICIAL SEAL
TAMMY JO VALLEE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 01/02/05



STATE OF INDIANA, }
COUNTY OF _____

BE IT REMEMBERED that on this _____ day of _____, A. D., 20 _____, before me, a Notary Public in and for the county and state aforesaid, personally appeared _____ President and _____ Secretary, respectively of _____

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



Area Survey Company

11340 West 159th Street Orland Park, Illinois 60467 • Phone (708) 349-7364 • FAX (708) 349-7372

NORTH WIND CROSSINGS EASEMENT PARCELS OCTOBER 22, 2004

EXHIBIT "A"

LOT "A"

THE SOUTHERLY 10 FEET OF THE NORTHERLY 25 FEET (EXCEPT THE WEST 20 FEET THEREOF) AND THE WESTERLY 10 FEET OF THE EASTERLY 25 FEET (EXCEPT THE EAST 5 FEET THEREOF) OF LOT "A" IN NORTH WIND CROSSINGS, A PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA.

LOT "B"

THE EASTERLY 5 FEET OF THE WESTERLY 15 FEET (EXCEPT THE NORTH 40 FEET THEREOF) AND THE NORTHERLY 5 FEET OF THE SOUTHERLY 15 FEET (EXCEPT THE EAST 5 FEET THEREOF) OF LOT "B" IN NORTH WIND CROSSINGS, A PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA.

LOT "C"

THE NORTH 5 FEET OF THE SOUTH 15 FEET (EXCEPT THE WEST 5 FEET AND THE EAST 5 FEET THEREOF) OF LOT "C" IN NORTH WIND CROSSINGS, A PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA.

LOT "D"

THE WESTERLY 5 FEET OF THE EASTERLY 15 FEET (EXCEPT THE NORTH 30 FEET THEREOF) AND THE NORTHERLY 5 FEET OF THE SOUTHERLY 15 FEET (EXCEPT THE WEST 5 FEET THEREOF) OF LOT "D" IN NORTH WIND CROSSINGS, A PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA.

LOT "E"

THE EASTERLY 10 FEET OF THE WESTERLY 25 FEET (EXCEPT THE NORTH 45 FEET AND THE SOUTHWESTERLY 5 FEET THEREOF) OF LOT "E" IN NORTH WIND CROSSINGS, A PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA.

E-mail: areasurvey@sbcglobal.net

LOT "F"

THE SOUTHERLY 10 FEET OF THE NORTHERLY 25 FEET (EXCEPT THE WEST 5 FEET AND THE EAST 5 FEET THEREOF) OF LOT "F" IN NORTH WIND CROSSINGS, A PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA.

LOT "G"

THE SOUTHERLY 10 FEET OF THE OF THAT PART OF THE NORTHERLY 25 FEET LYING ADJACENT TO NORTH WIND PARKWAY (EXCEPT THE WEST 5 FEET AND THE NORTHEASTERLY 5 FEET THEREOF) OF LOT "G" IN NORTH WIND CROSSINGS, A PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA.



E-mail: areasurvey@sbcglobal.net