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MICHAEL A. BROWN

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EASEMENT FOR UNDERGROUND AND OVERHEAD ELECTRICAL LINES AND GAS MAINS EASEMENT#

KNOW ALL MEN, That LAKE COUNTY TRUST COMPANY, as TRUSTEE under TRUST NO. 5164

(herein called "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, on 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 33 North, Range 8 WEST of the Second Principal Meridian, the county of LAKE State of Indiana, as described as follows:



SEE EXHIBIT "A"
ATTACHED HERETO & MADE A PART
HEREOF FOR LEGAL DESCRIPTION

Any underground facilities of the Grantee shall be at least 24 inches below the surface of the soil, as the surface now exists. Any damage 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 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 Don W. Carnahan

FILED

JAN 28 2005

STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

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CK# 217918
16.00
KM
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IN WITNESS WHEREOF, the grantors have duly executed this instrument this 7 day of DECEMBER

A. D. ~~19~~ 2004

LAKE COUNTY TRUST COMPANY as TRUSTEE
under TRUST NO. 5164
SEE SIGNATURE PAGE ATTACHED (SEAL)

_____(SEAL)

_____(SEAL)

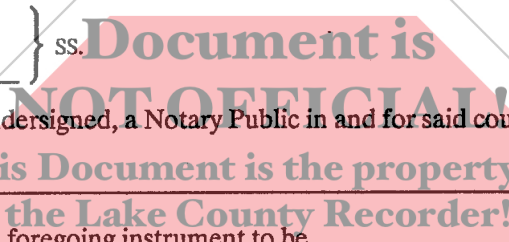
_____(SEAL)

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 of Grantee therein of the rights granted by said easement.

This instrument was prepared by Don W. Carnahan

STATE OF INDIANA,
COUNTY OF _____

} ss.



Personally appeared before 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____.

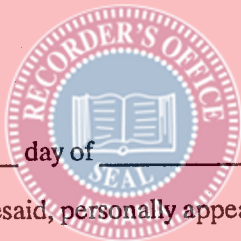
Print Name _____ (SEAL)

Notary Public

My Commission expires _____ A Resident of _____ County, Indiana

STATE OF INDIANA,
COUNTY OF _____

} ss.



BE IT REMEMBERED that on this _____ day of _____, A. D., 19____, 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

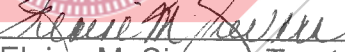
My Commission expires _____ A Resident of _____ County, Indiana

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument. The information contained in this instrument has been furnished the undersigned by the beneficiary/beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned, in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer this 7th day of December, 2004.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated February 10, 2001, and known as Trust No. 5164.

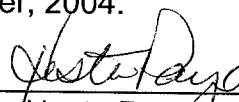
By: 
Elaine M. Sievers, Trust Officer

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Elaine M. Sievers of LAKE COUNTY TRUST COMPANY, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said Corporation and as her free and voluntary act, acting for such Corporation, as Trustee.

WITNESS my hand and seal this 7th day of December, 2004.

My Commission Expires: 10-11-07


Hesta Payo, Notary Public
Resident of Lake County, Indiana.

↓
Northern Indiana public service CO.
801 E. 86th AVENUE
Merrillville, IND 46410

EXHIBIT "A"

PARCEL 3-47-6 EASEMENT DESCRIPTION:

A parcel of land lying in the Northwest Quarter of the Southwest Quarter of Section 8, Township 33 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana and part of the land described to Lake County Trust Company, Trust Number 5164, in a Warranty Deed recorded as Document Number 2001034738 on May 9, 2001, in the Office of the Recorder of said County, said parcel described as follows:

Commencing at the Southwest Corner of Heather Cove Subdivision as shown in Plat Book 81, Page 55 in said Recorder's Office, said Southwest Corner being the Southwest Corner of the East Half, Northeast Quarter of Section 7 of said Township and Range, and marked by a "P.K." nail, thence South 88 degrees 25 minutes 26 seconds East, 747.03 feet along the South line of said subdivision to the Southeast Corner of said subdivision marked by a 5/8" diameter rebar; thence South 88 degrees 25 minutes 26 seconds East, 592.14 feet to the Northwest Corner of the Southwest Quarter of said Section 8 marked by a 1-inch diameter iron pipe; thence South 88 degrees 26 minutes 12 seconds East, 628.51 feet along the North line of said Northwest Quarter of the Southwest Quarter of Section 8 to the POINT OF BEGINNING; thence South 88 degrees 26 minutes 12 seconds East, 88.29 feet along last said North line; thence South 61 degrees 29 minutes 43 seconds East, 127.78 feet; thence South 59 degrees 16 minutes 17 seconds East; 242.00 feet; thence South 30 degrees 43 minutes 43 seconds West, 50.00 feet; thence North 59 degrees 16 minutes 17 seconds West, 26.59 feet; thence North 30 degrees 43 minutes 43 seconds East, 10.00 feet; thence North 59 degrees 16 minutes 17 seconds West, 214.64 feet; thence North 61 degrees 29 minutes 43 seconds West, 205.71 feet to the POINT OF BEGINNING, containing 0.38 acres, more or less.

