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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
EASEMENT# 39242

EASEMENT FOR ELECTRICAL LINES AND GAS MAINS

2005 048407

2005 JUN 13 11:11 AM

KNOW ALL MEN, That National Surety Trust II, L.L.C., an Indiana limited liability company

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 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 20, Township 36, North, Range 7 West, of the Second Principal Meridian, in the county of Lake, State of Indiana, and described as follows:

The South 10 feet and the East 15 feet of Lot 1 of Hobart Commons, as per plat thereof, recorded in Plat Book 58, page 10 in the Office of the Recorder of Lake County, Indiana.

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.

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. 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 John R. Henry
457RE3000

FILED

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STIGLICH
AUDIT

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OK#
233908
2.0v J.H

IN WITNESS WHEREOF, the grantors have duly executed this instrument this 5th day of May
A.D. 20 05.

National Surety Trust II, L.L.C.
By: [Signature] (SEAL)
George D. Hanus PRESIDENT (SEAL)

Attest: _____ (SEAL)
SECRETARY

_____ (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 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 _____, 20 _____.

Print Name _____ (SEAL)
Notary Public

My Commission expires _____ A resident of _____ County, Indiana

STATE OF INDIANA, }
COUNTY OF WILL

BE IT REMEMBERED that on this 5th day of May, A. D., 20 05, before me, a

Notary Public in and for the county and state aforesaid, personally appeared George D. Hanus
its President and _____ Secretary, respectively

of National Surety Trust II, L.L.C., an Indiana limited liability company

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

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

Print Name Lori L. Kapaldo Lori L. Kapaldo (SEAL)
Notary Public

My Commission expires 03-06-08 A Resident of WILL County, ~~Indiana~~ Illinois

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