

EASEMENT FOR UNDERGROUND ELECTRICAL LINES AND GAS MAINS

EASEMENT # **39404**

KNOW ALL MEN, That Jeffrey M. Gray and Luanne K. Gray, 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) foundations, located above ground, for transformers and/or switch gear, with transformers and/or switch gear, located thereon, and meter pedestals with metering equipment and meters, where 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 free ingress and egress to and from the strip of easement land, over adjoining lands of Grantor, for the purposes mentioned herein, together with the right to excavate and refill ditches for trenches and the right 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 or other obstructions which may, in the sole judgment of Grantee, endanger the safety of, or interfere with the use or enjoyment of, any of Grantee's facilities arising from the growth of trees or underground root systems or any other obstructions, including the right to clear and keep cleared such obstructions from the surface and subsurface as may be necessary for the installation, maintenance or use of such facilities and the easement therein, 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, and to lay, install, inspect, 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 therefore 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, under, across, above, along and over a strip of land or right-of-way situated in Section 1, Township 33N, Range 8W of the Second Principal Meridian in the County of Lake, State of Indiana, described as follows:

FILED

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

DESCRIPTION ATTACHED (SEE EXHIBIT A)

DEC 03 2007

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR



2007 09 21 4

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2007 DEC -5 10:01 AM
MICHAEL A. BROWN
RECORDER

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 underground ducts, conduits, cables, conductors, foundations for transformers and/or switch gear, transformers and/or switch gear, and metering equipment and meters, gas mains or equipment, shall be promptly paid by the Grantee. Patrolling said line or 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 or structures shall be placed on the right-of-way by Grantor.

The 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, underground ducts or conduits, foundations for transformers and/or switch gears and transformers and/or switch gear thereon, and meter pedestals with metering equipment and meters, 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.

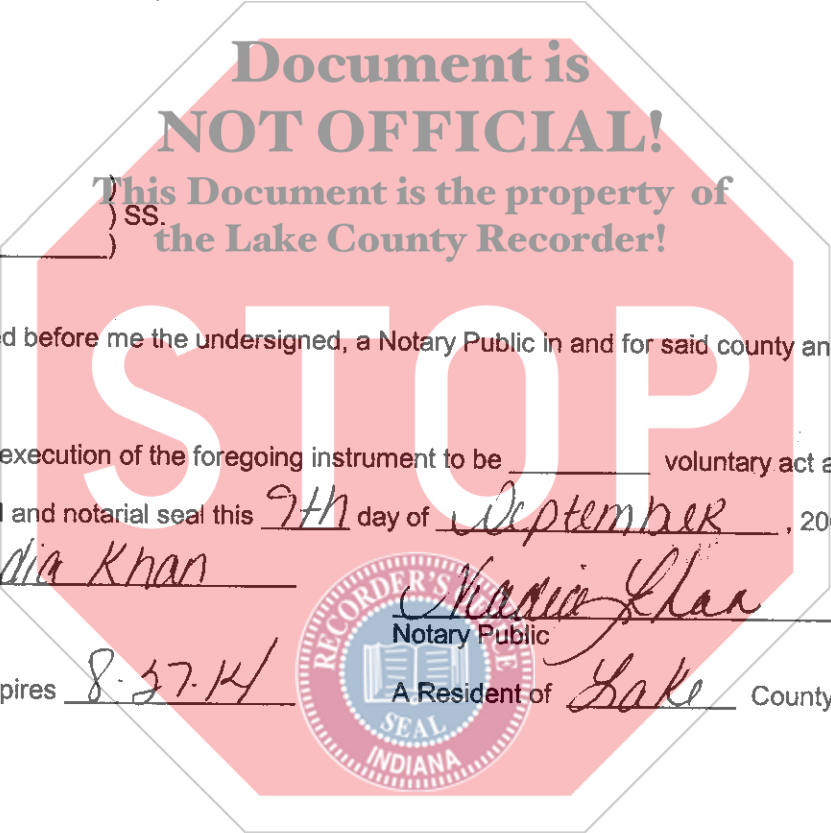
CK
33929
15.00 RC
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23929

These presents shall be binding on the heirs, executors, administrators, grantees and assignees of the Grantor, and upon the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has duly executed this instrument this _____ day of _____, A.D. 2006.

(Signed) Jeffrey M. Gray (Signed) Luanne K. Gray
(Signed) _____ (Signed) _____

This instrument prepared by: Billy Simmons



STATE OF INDIANA,
COUNTY OF _____

} SS. This Document is the property of the Lake County Recorder!

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 9th day of September, 2007.

Print Name Nadia Khan Nadia Khan (SEAL)
Notary Public

My Commission Expires 8-27-14 A Resident of Lake County, Indiana

STATE OF INDIANA,
COUNTY OF _____ } SS.

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

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

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

Print Name Nadia Khan Nadia Khan (SEAL)
Notary Public

My Commission Expires 8-27-14 A Resident of Lake County, Indiana

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law."

John R. Carr
John R. Carr

EXHIBIT A

A strip of land in the Southwest Quarter of Section One (1), Township 33 North, Range 8 West of the Second Principal Meridian being ten (10) feet wide, lying five (5) feet each side of a center line and said center line produced; said center line being described as follows:

Commencing at the Northeast corner of Lot 1 of Johnson Farms, as recorded in Plat Book 100 page 14, in the Office of the Recorder of Lake County, Indiana: thence South 89 degrees 42 minutes 40 seconds West a distance of 64 feet along the North line of said Lot 1 to the point of beginning; thence South 09 degrees 35 minutes 16 seconds West a distance of 78 feet; thence South 41 degrees 00 minutes 03 seconds West a distance of approximately 220 feet to the West line of Lot 1, and point of Termination.

