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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2012 042535

2012 JUN 27 PM 12:15

MICHELLE R. FAJMAN
RECORDER

EASEMENT # 33930-28A

EASEMENT FOR ELECTRICAL LINES

KNOW ALL MEN, That **Bryant Farm, Incorporated**, 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, 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, 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 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 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 29, Township 33 North, Range 7 West of the Second Principal Meridian in the County of Lake, State of Indiana, described as,

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

DEED REFERENCE: *Book 1366 Page 475 Inst. 739868*

Access to the above described land over the adjoining lands of Grantor's is hereby granted. 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, cables, conductors, guy wires, 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 permanent structures shall be placed on the right-of-way by Grantor.

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 and the structures and appurtenances connected therewith.

The rights herein granted may be assigned in whole or in part.

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 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 22 day of MAY, A.D. 2012.

BRYANT FARM, INC.

(Signed) By: [Signature]
John H. Bryant, Jr., President

(Signed) By: [Signature]
Kathleen L. Bryant, Secretary

FILED

JUN 27 2012

**PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR**

This instrument prepared by: Jill J. Boganwright

15.00
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2012 MAY 22

4-19-12

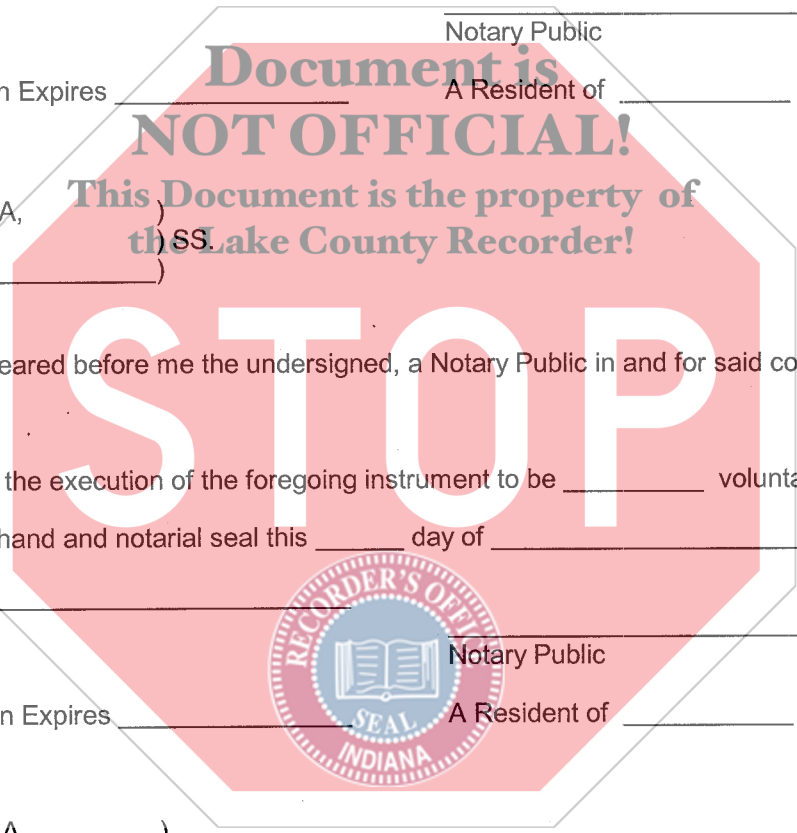
STATE OF INDIANA,)
) SS.
COUNTY OF _____)

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 _____, 20__.

Print Name _____ (SEAL)

My Commission Expires _____ Notary Public
A Resident of _____ County, Indiana

STATE OF INDIANA,)
) SS.
COUNTY OF _____)



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 _____, 20__.

Print Name _____ (SEAL)

My Commission Expires _____ Notary Public
A Resident of _____ County, Indiana

STATE OF INDIANA,)
) SS.
COUNTY OF LAKE)

BE IT REMEMBERED that on this 22 day of MAY, A.D., 2012, before me, a Notary Public in and for said county and state aforesaid, personally appeared John H. Bryant, Jr., President and Kathleen L. Bryant, Secretary, respectively of Bryant Farm, Incorporated, 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: Don W. Carnahan

Don W. Carnahan (SEAL)
Notary Public DON W. CARNAHAN

My Commission Expires 1-17-19 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."

Jill J. Boganwright

EXHIBIT "A"

A strip of land situated in the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of said Section 29, said strip of land being 150 feet wide and lying 75 feet wide each side of centerline, and said centerline produced, said centerline being described as follows:

Beginning at a point on the South line of said Section 29, said point being 755 feet East of the Southwest corner of said Section 29; thence Northwestwardly a distance of 1,005 feet more or less to a point on the West line of said Section 29, said point being 658 feet North of the Southwest corner of said Section 29.

Containing 3.46 acres, more or less

