

2017 043715

2017 JUL 17 PM 2:12

MICHAEL B. BROWN
RECORDER

EASEMENT FOR ELECTRICAL LINES

EASEMENT # 40279

KNOW ALL MEN, That **JANICE SHAW**, 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 a pole, and to string, install, construct, erect, maintain, operate, repair, replace, renew and remove wires, cables, conductors, guy wires, and other necessary equipment upon said pole, 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 on said pole 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 21, Township 35 North, Range 9 West of the Second Principal Meridian in the County of Lake State of Indiana, described as,

THE NORTH 20 FEET OF THE SOUTH 40 FEET OF THE EAST 165.0 FEET OF THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA.

Deed Reference: 2002-001225

Access to the above described land over the adjoining lands of Grantor 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 pole, wires, cables, conductors, guy wires, or equipment on said pole, 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 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 on said pole.

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 26th day of January, A.D. 2016.

(Signed) Janice Shaw
JANICE SHAW

(Signed) _____

(Signed) _____

(Signed) _____

25.-
CASH
D

FILED

JUL 17 2017

JOHN E. PETALAS
LAKE COUNTY AUDITOR

1/18/16

031160

NO SALES DISCLOSURE NEEDED

Approved Assessor's Office

By: [Signature]

STATE OF INDIANA,)
COUNTY OF LAKE) SS.

Personally appeared before me the undersigned, a Notary Public in and for said county and state
JANICE SHAW

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

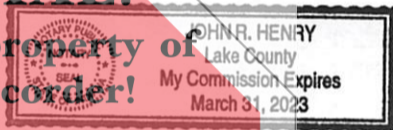
WITNESS my hand and notarial seal this 26th day of January, 2016.

Print Name _____ John R. Henry (SEAL)
Notary Public

My Commission Expires _____ A Resident of _____ County, Indiana

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!



This instrument prepared by: Suzanne M. Kizior

"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." Suzanne M. Kizior



NO SALES DISCLOSURE NEEDED

Approved Assessor's Office

1/18/16

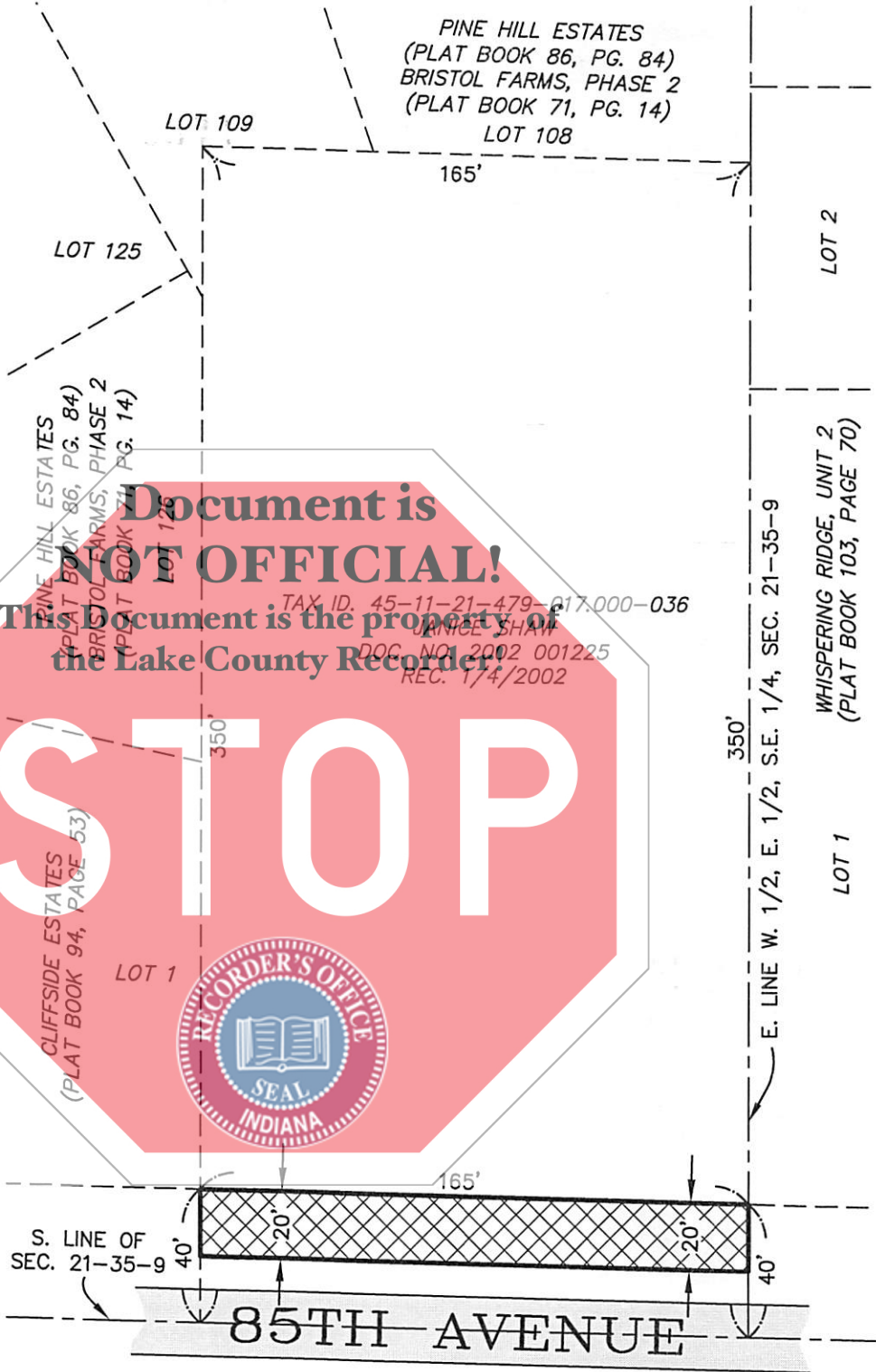
FILED
JUL 7 2017
JOHN E. PETALAS
LAKE COUNTY AUDITOR

EXHIBIT "A"

LEGAL DESCRIPTION:

THE NORTH 20 FEET OF THE SOUTH 40 FEET OF THE EAST 165.0 FEET OF THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA.

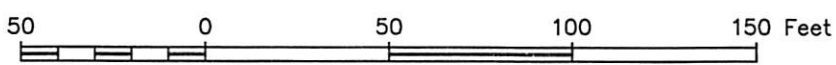
PINE HILL ESTATES
(PLAT BOOK 86, PG. 84)
BRISTOL FARMS, PHASE 2
(PLAT BOOK 71, PG. 14)
LOT 108



Glen E. Boren

THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, OR A SURVEYOR LOCATION REPORT.

Reference Name: NIPSCO
Survey Job No: S15678
Scale: 1"=50'
Drawn By: G.B.
Date: 10/13/15
/15678/15678.DWG
Sec. 21-35-9



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