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State of Indiana County of Noble SS: Louis C. Busch
Grace I Busch

Before me, the undersigned notary public in and for said county and state on the 27th day of April, 1938, personally appeared Louis C. Busch and Grace I. Busch and duly acknowledged the execution of foregoing easement.

My commission expires: April 25, 1942 Dale Guthrie Notary Public
(NOTARY SEAL)

Recorded Oct. 20, 1938, at 9:00 A.M.

Jessie Kaux Recorder of Noble County, Indiana.

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No. 5238 Easement

State of Indiana County of Noble SS:

Know all men by these Presents, That I, Pauline Menzel widow, of the aforesaid county and state, grantor, in consideration of its undertaking to construct and operate a system to distribute electricity to rural residents of said county and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto the Noble County Rural Electric Membership Corporation, grantee, its successors and assigns, the right and easement to enter upon the lands hereinafter mentioned, to-wit: A tract of about 80 acres situated in the west one half of the N.W. quarter of Sec. 21, in Twp. 34 N, in Range 11 E, in Noble County, Indiana, about 8 miles East from the town of Albion, and lying between the farm of Louis Busch on the East and the farm of Wallace Wible on the west, and to place, construct, operate, repair, maintain, relocate and replace thereon, and in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, or any part thereof, and to cut and trim trees and shrubbery to the extent necessary to keep the said electric line or system free and clear therefrom, and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall and near enough to strike the wires if such trees should fall.

In granting this easement, it is understood that at pole locations only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, as long as it does not materially increase the cost of construction.

The undersigned covenants that she is the owner of the lands on which this easement is granted and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

The aforesaid easement includes the right at any time to enter upon the said land, with the necessary tools and equipment, to do the acts mentioned.

Reservation of the full use and enjoyment of said land insofar as it shall not interfere with the easement hereby granted is hereby expressly made.

In Witness Whereof this easement is signed as of the 27th day of April, 1938.

Pauline Menzel

State of Indiana County of Noble SS:

Before me, the undersigned notary public in and for said county and state on the 27th day of April, 1938, personally appeared Pauline Menzel and duly acknowledged the execution of foregoing easement.

My commission expires: April 25, 1942 Dale Guthrie Notary Public
(N.P. SEAL)

Recorded Oct. 20, 1938, at 9:00 A.M.

Jessie Kaux Recorder of Noble County, Indiana.

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No. 5239 Easement

State of Indiana County of Noble SS:

Know all men by these Presents, That I, Anna E. Rauh widow, of the aforesaid county and state, grantors, in consideration of its undertaking to construct and operate a system to distribute electricity to rural residents of said county and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto the Noble County Rural Electric Membership Corporation, grantee, its successors and assigns, the right and easement to enter upon the lands hereinafter mentioned, to-wit: $\frac{1}{2}$ of the SW $\frac{1}{4}$ and the $\frac{1}{2}$ of the NW $\frac{1}{4}$ being A tract of about 160 acres situated in Sec. 13, in Twp. 34 N, in Range 11 E., in Noble County, Indiana, About 4 miles northeast from the town of Avilla, any lying between the farm of Ed Hulsenbeck, on the West and the Farm of Henry Fortman on the East, and to place, construct, operate, repair, maintain, relocate and replace thereon, and in or upon all streets, roads or highways abutting said lands an electric transmission or distribution line or system, or any part thereof, and to cut and trim trees and shrubbery to the extent necessary to keep the said electric line or system free and clear therefrom, and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall and near enough to strike the wires if such trees should fall.

In granting this easement it is understood that at pole location only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, as long as it ce

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does not materially increase the cost of construction.

The undersigned covenants that she is the owner of the lands on which this easement is granted and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

The aforesaid easement includes the right at any time to enter upon the said land, with the necessary tools and equipment, to do the acts mentioned.

Reservation of the full use and enjoyment of said land insofar as it shall not interfere with the easement hereby granted is hereby expressly made.

In Witness Whereof this easement is signed as of the 29th day of April, 1938.

Anna E. Rauh

State of Indiana County of Noble SS:

Before me, the undersigned notary public in and for said county and state on the 29th day of April, 1938, personally appeared Anna E. Rauh and duly acknowledged the execution of foregoing easement.

My commission expires: April 25, 1942.

Dale Guthrie Notary Public (NOTARY SEAL)

Recorded Oct. 20, 1938, at 9:00 A.M.

Jimmie Rauh Recorder of Noble County, Indiana.



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No. 5240 Easement

State of Indiana County of Noble SS:

Know all men by these Presents, That we, Lawrence Buescher and Bertha Buescher, brother and Sister of the aforesaid county and state, grantors, in consideration of its undertaking to construct and operate a system to distribute electricity to rural residents of said county and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto the Noble County Rural Electric Membership Corporation, grantee, its successors and assigns, the right and easement to enter upon the lands hereinafter mentioned, to-wit: A tract of about 80 acres situated in the West one half of the NE. quarter of Sec. 26 in Twp. 34 N, in Range 11 E, in Noble County, Indiana, about 2 miles northeast from the town of Avilla, and lying between the farm of Frank Fortman on the East and the Farm of Frank Fortman on the West, and to place, construct, operate, repair, maintain, relocate and replace thereon, and in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, or any part thereof, and to cut and trim trees and shrubbery to the extent necessary to keep the said electric line or system free and clear therefrom, and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall and near enough to strike the wires if such trees should fall.

In granting this easement it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, as long as it does not materially increase the cost of construction.

The undersigned covenant that they are the owners of the lands on which this easement is granted and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

The aforesaid easement includes the right at any time to enter upon the said land, with the necessary tools and equipment, to do the acts mentioned.

Reservation of the full use and enjoyment of said land insofar as it shall not interfere with the easement hereby granted is hereby expressly made.

In Witness Whereof this easement is signed as of the 29th day of April, 1938.

Lawrence Buescher Bertha Buescher

State of Indiana County of Noble SS:

Before me, the undersigned notary public in and for said County and State, on the 29th day of April, 1938, personally appeared Lawrence Buescher and Bertha Buescher and duly acknowledged the execution of foregoing easement.

My commission expires: April 25, 1942

Dale Guthrie Notary Public (NOTARY SEAL)

Recorded Oct. 20, 1938, at 9:00 A.M.

Jimmie Rauh Recorder of Noble County, Indiana.

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No. 5241 Easement

State of Indiana County of Noble SS:

Know all men by these Presents, That we, Cora A. Marti and Henry Marti, husband and wife, of the aforesaid county and state, grantors, in consideration of its undertaking to construct and operate a system to distribute electricity to rural residents of said county and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto the Noble County Rural Electric Membership

RECEIVED FOR RECORD
JUDICIAL MASS
NOBLE COUNTY RECORDER

030601207

03 JUN 27 PM 2:59

AGRICULTURAL COMPATIBILITY FORM FOR IMPROVEMENT LOCATION PERMIT NUMBER: 03-103
OWNER: Anthony Jeffers + Beth Conway DATE: 6-23-03
TOWNSHIP: ALLEN SECTION: 13 ACREAGE: 27.460
W2NW4

LOCATION: 3880 N-1100E

STATEMENT OF PROPOSED USE: Bole Building

STATEMENT OF COMPATIBILITY: I have reviewed the Authorized Uses Table One of the Noble County Zoning Ordinance and understand what uses are permitted in Agricultural One and Agricultural Two Districts. My proposed use is compatible. WITHIN A TWO MILE RADIUS FROM MY PROPOSED USE IS: livestock (pigs)

The owner of the herein described real estate (the Real Estate), for himself, and for all future owners and occupants of said Real Estate, or any parcel or subdivision thereof, for and in consideration of the right to develop the Real Estate hereby:

First, acknowledges and agrees that the Real Estate is in or adjacent to an area zoned for agricultural uses, which include, but are not limited to, production of crops, animal husbandry, land application of animal waste, the raising, breeding, and sale of livestock and poultry, including confinement feeding operations, use of farm machinery, and sale of farm products;

Second, waives any and all objections to any such agricultural uses on any real estate zoned for such uses within two miles of any boundary of the Real Estate, whether such uses currently exist, are enlarged, or changed in use in the future to another agricultural use;

Third, agrees that such agricultural uses, whether currently existing, or hereafter established, enlarged, or changed, do not constitute a nuisance so long as they are not negligently maintained, do not cause bodily injury to third parties, or directly endanger human health; and

Fourth, agree that this covenant is for the benefit of the Noble County Plan Commission and all persons engaged in agricultural uses within two miles of any boundary of the Real Estate and is enforceable by any of the foregoing; together with such other covenants as may be required by this Chapter and/or the Subdivision Control Ordinance, which commitments and covenants shall be recorded by the owner with the Noble County Recorder prior to the recording of any subsequent deeds or the issuance of any improvement location permits; and if the development requires a special exception, subdivision approval, or other approvals or permits, approval of the development plan shall be conditioned upon the applicant obtaining all such other approvals and permits, including, but not limited to, improvement location permits. In addition to the provisions of this ordinance, applicants shall also comply with all applicable federal, state and other local laws, rules and regulations. However, when such other laws, rules and regulations are less restrictive than the terms of this ordinance, then the terms of this ordinance shall apply.

Beth Conway
LEGAL PROPERTY OWNER

LEGAL PROPERTY OWNER