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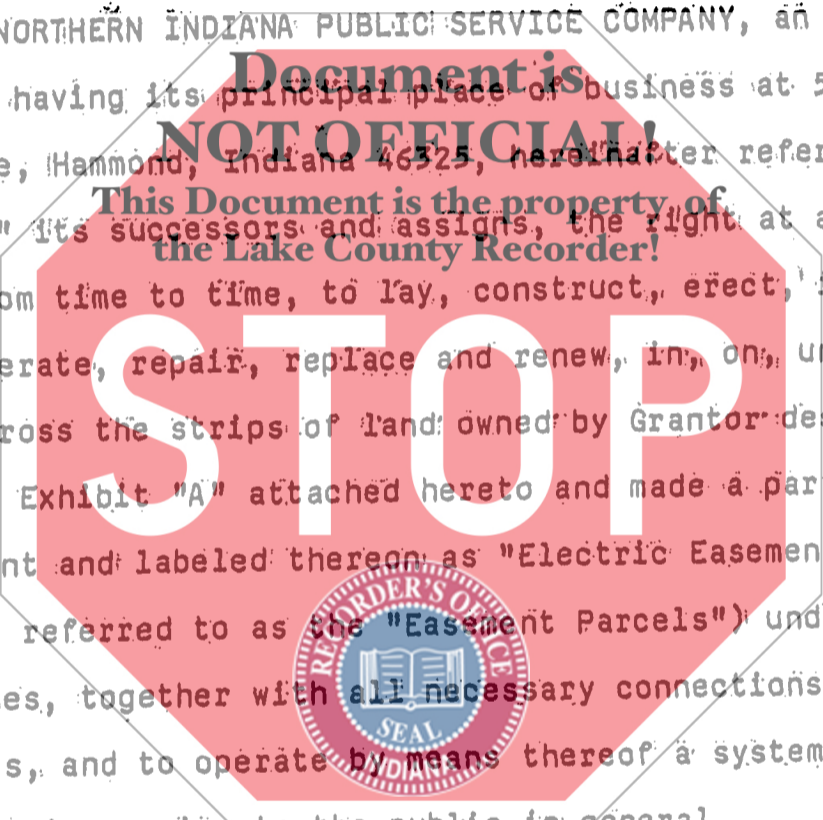
ELECTRIC EASEMENT

SOUTHLAKE MALL, LAKE COUNTY, INDIANA

KNOW ALL MEN BY THESE PRESENTS: That GARY JOINT VENTURE, an Ohio partnership having its principal office at 25425 Center Ridge Road, Cleveland, Ohio 44145, hereinafter referred to as "Grantor," in consideration of the receipt of One Dollar (\$1.00) in hand paid to Grantor, the receipt of which is hereby acknowledged, hereby grants and quit-claims as follows:

To: NORTHERN INDIANA PUBLIC SERVICE COMPANY, an Indiana Corporation, having its principal place of business at 5265 Hohman Avenue, Hammond, Indiana 46325, hereinafter referred to as "Grantee," its successors and assigns, the right at all times and from time to time, to lay, construct, erect, install, maintain, operate, repair, replace and renew, in, on, under, along and across the strips of land owned by Grantor described and shown on Exhibit "A" attached hereto and made a part of this Agreement and labeled thereon as "Electric Easement" (hereinafter referred to as the "Easement Parcels") underground electric lines, together with all necessary connections and appurtenances, and to operate by means thereof a system to provide electric service to the public in general.

Grantor reserves the use of the Easement Parcels not inconsistent with this grant, but no buildings or other structures shall be erected or placed on said Easement Parcels by Grantor without the prior written consent of Grantee. The retained rights of Grantor shall include, but not be limited to, the right to pave over and install curbs, sidewalks, lighting standards and landscaping on or over any portions of the Easement Parcels.



ROBERT H. RECORD

APR 22 9 11 AM '91

STATE OF INDIANA  
LAKE COUNTY  
RECORDS

**FILED**

APR 19 1991

Northern In Public Service Co  
5265 Hohman Ave  
Hammond, IN 46320-1775

*Anna N. Antos*  
AUDITOR LAKE COUNTY

00847

1470 ckl

Access to the above described Easement Parcels over the adjoining lands of Grantor and those claiming by, through or under it, where necessary, is hereby granted to Grantee provided, however, that wherever said electric lines and any necessary appurtenances thereto, as hereinbefore described, are accessible from an adjoining public street or highway, the access shall be from such street or highway.

By its acceptance of the within easement, which acceptance shall be evidenced by the filing of same for record, Grantee covenants and agrees that it will restore the density of subsurface materials and the surface grade to the extent that it may be disturbed during installation of said electric lines and appurtenances, and further agrees that it will perform all necessary maintenance, repairs, replacement and restoration of any of the said electric lines and appurtenances installed within the Easement Parcels and will repair any surface or subsurface improvements damaged or disturbed during the course of any such maintenance, repairs, replacement or restoration. Grantee covenants to undertake any such maintenance, repairs, replacement and restoration in a manner and at such times so as to minimize interruptions in Grantor's business operations to the extent reasonably possible. Grantee further accepts responsibility for, and agrees to indemnify and hold harmless Grantor from and against, any other damages that may be occasioned by the negligence of Grantee in the construction, installation, operation, maintenance, replacement or removal of said electric lines or any necessary appurtenances thereto.

The rights of Grantee in the Easement Parcels shall be exclusive as to those portions of the Easement Parcels within

which said lines and any necessary appurtenances thereto shall be installed. Grantee, by its acceptance of this easement, acknowledges that Grantor may grant additional easement rights contiguous to and across or within portions of the Easement Parcels for the installation, maintenance, repair and restoration of sewer lines, water lines, gas lines, telephone lines and other utilities. Grantee agrees that it will coordinate its planning and the location or relocation of its facilities with said other utilities and public bodies.

Grantee further agrees by its acceptance of the within easement that it will, upon written request of Grantor, move and relocate all or a portion of the electric lines and appurtenances installed within the Easement Parcels to a location requested by Grantor; provided that Grantor will reimburse Grantee for any cost or expense incurred in such relocation and will grant all necessary easement rights required for the construction and maintenance of such relocated facilities.

The easement granted herein shall continue for so long as electric service shall be provided by the lines to be installed within the Easement Parcels and in the event that Grantee shall abandon or cease to use the electric lines and the appurtenances thereto for a period of one (1) year, this easement shall thereupon terminate, and Grantee covenants and agrees to thereupon execute and deliver to Grantor such documents as may be requested by Grantor for the purpose of further evidencing the termination of the rights granted hereby.

Grantor covenants that it has good right to grant and convey said easements and that the signing and delivery of this grant of easement by the signators on behalf of Grantor whose

signatures have been affixed hereto have been duly and properly authorized, approved and directed by Grantor.

These presents shall be binding upon and inure to the benefit of Grantor, its successors and assigns, and upon all parties claiming by, through or under it, and the same shall be binding upon and inure to the benefit of Grantee, its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of this 1st day of April, 1991.

Witnesses:

GARY JOINT VENTURE

Samuel Sue Alexovich BY R. E. Jacobs  
R. E. Jacobs

Juanne Perry BY David H. Jacobs  
David H. Jacobs



STATE OF OHIO

COUNTY OF CUYAHOGA

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared R. E. Jacobs and David H. Jacobs, of GARY JOINT VENTURE and acknowledge the execution of the foregoing easement to be their free and voluntary act and deed.

Witness my hand and Notarial Seal, affixed at Cleveland, Ohio this 1st day of April, 1991.

Karen C. Paytosh  
Notary Public

KAREN C. PAYTOSH, Notary Public  
State of Ohio  
My Commission Expires 2/23/93

This instrument prepared by:

David W. Pancoast, Esq.  
25425 Center Ridge Road  
Cleveland, Ohio 44145

Checked By DON W. CARNAHAN  
Date 4-10-91  
District GARY  
Contract File No. 37478  
Charge Acct. No. 50002-15

10' ELECTRIC EASEMENT

Key# 22-15-45

Situated in the W 1/2 of Section 23, T35N, R8W, of the Second Principal Meridian in Ross Township, Lake County, Indiana, and more fully described as follows:

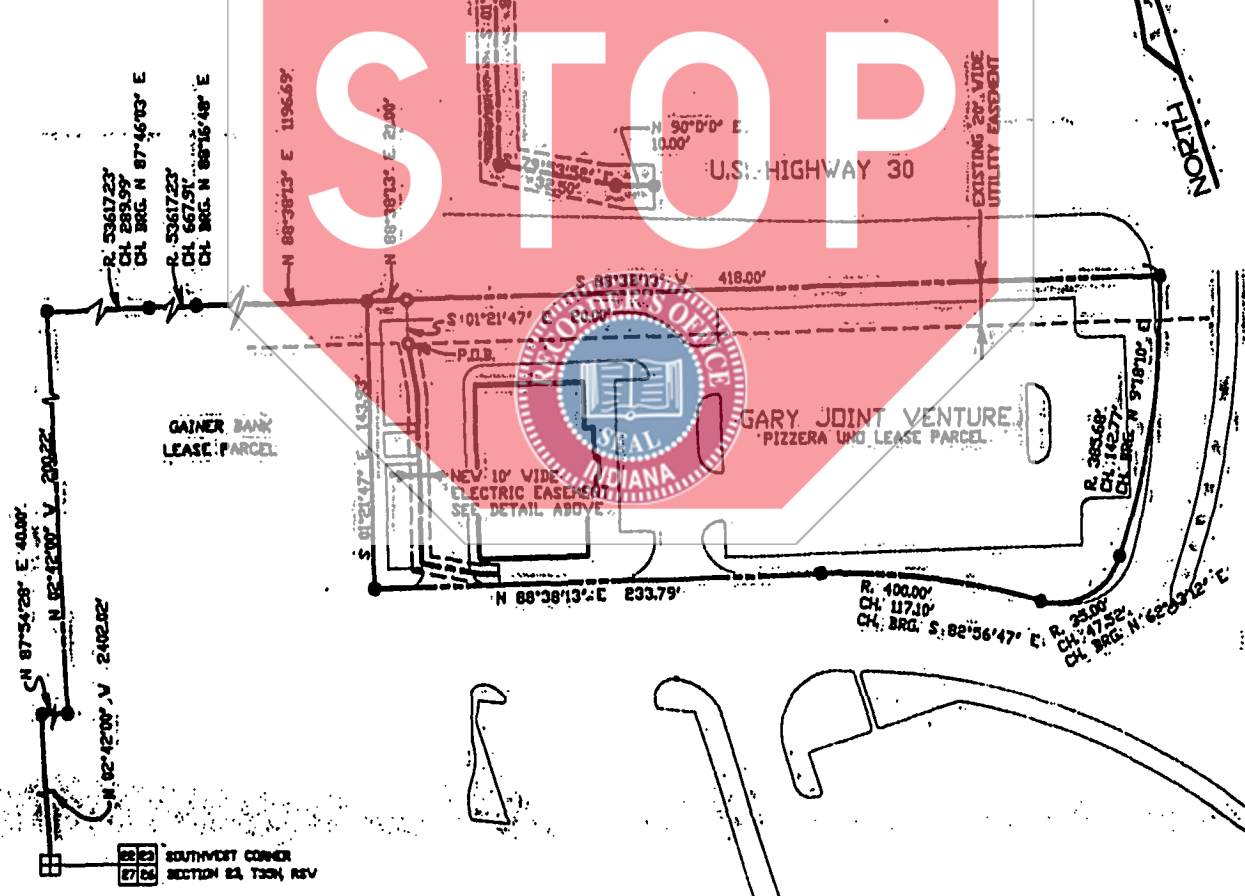
Commencing at the Southwest corner of said Section 23, thence N02°42'00"W, 2,402.02 feet along the west line of said Section 23 and the centerline of Mississippi Street, thence, departing said west line of Section 23, N87°54'28"E, 40.00 feet to the easterly right-of-way line of Mississippi Street, thence, along said easterly right-of-way line, N02°42'00"W, 200.22 feet to the southerly right-of-way line of U.S. Highway 30, thence along said southerly right-of-way line, along the arc of a 53,617.23 foot radius curve, concave to the South, having a chord length of 289.99 feet, bearing, N87°46'03"E, thence, along said southerly right-of-way line, along the arc of 53,617.23 foot radius curve, concave to the South, having a chord length of 1667.91 feet bearing, N88°16'48"E, thence, along said southerly right-of-way line, N88°38'13"E, 1,196.69 feet to a point at the northwesterly corner of the Pizzeria Uno Lease Parcel, thence continuing along said southerly right-of-way line, N88°38'13"E, 21.00 feet, thence departing the southerly right-of-way line S01°21'47"E, 20.00 feet, TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED, thence S10°08'40"E, 25.00 feet, thence, S01°21'47"E, 185.00 feet, thence, S79°53'52"E, 32.50 feet, thence, N90°00'00"E, 10.00 feet to the end of the centerline being described.

RECORDED 3-15-99

Document is Page 60  
 Book 165  
 Doc. # 027330

NOT OFFICIAL!

This Document is the property of the Lake County Recorder!



**SOUTHLAKE MALL**  
 LAKE COUNTY, INDIANA

**JACOBS, VISCONSI & JACOBS CO.**  
 25425 CENTER RIDGE ROAD  
 CLEVELAND, OHIO 44145  
 Area Code (216) 871-4800

DRAWN BY: D. KOLOJEK  
 DATE: 3/29/91  
 SCALE: 1" = 100'  
 REVISED: DATE:  
 DRAWING NUMBER:

**ELECTRIC EASEMENT PLAT**  
**PIZZERIA UNO LEASE PARCEL**

**CENTER RIDGE DESIGN SERVICES INC. P.A.**  
 25425 CENTER RIDGE ROAD  
 CLEVELAND, OHIO 44145  
 ARCHITECTS AND ENGINEERS  
 (216) 871-4800

**EXHIBIT A**