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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2005 051858

2005 JUN 23 11:10 AM

EASEMENT # 39248
MICHAEL J. ...
RECORD

EASEMENT FOR ELECTRIC AND GAS FACILITIES

KNOW ALL MEN, That AmeriPlex PRF, LLC, 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 grants 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, and renew towers and poles, and to string, install, construct, erect, maintain, operate, repair, replace, and renew wires, cables, and other necessary equipment upon and between such towers and poles, and additional towers, poles, wires, cables and other necessary equipment from time to time as necessary, and to operate by means thereof from time to time, 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/or other purposes. Grantor hereby grants an easement to lay, install, 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 as necessary for the transportation and distribution of gas to the public in general, with all necessary and convenient equipment, facilities, service pipes, lines and connections thereof. Also, the right to install, operate, maintain, repair, replace and renew a regulator station, blow off, pipe fittings, markers, and appurtenances for use in connection with grantee's gas pipe line, with all necessary and convenient service pipes. Grantor, hereby grants an easement, 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) pads for transformers, with transformers located thereon, where reasonably 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 ingress and egress to and from the easement land, over the adjoining lands of Grantor, all along, in and over the land and premises hereby described, situated in Section 34, Township 35 North, Range 8 West, of the Second Principal Meridian in the County of Lake, State of Indiana, described as,

SEE ATTACHED "A" FOR LEGAL DESCRIPTION

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 easement 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, underground ducts or conduits, poles or towers, pads for transformer and transformers thereon, and the structures and appurtenances connected therewith.

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

Access to the above described strip of 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 strip of land or on lands of the Grantor adjoining said strip of land, done by the Grantee in the installation, maintenance, operation, erection, repair, replacement or renewal of said towers, poles, wires, cables, transformers, or other equipment, and said line or lines of pipe and the equipment and facilities connected therewith, shall be promptly paid for by the Grantee. The Grantee may cut down and remove from the premises 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. Patrolling said line or lines on foot shall not constitute grounds for a claim for crop damage.

The undersigned Grantor hereby covenants to be the owner in fee simple of said real estate, is lawfully seized thereof, and have 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 shall 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 6th day of June, A.D. 200 5

AmeriPlex PRF, LLC.

BY: [Signature]
IT's Managing Member

FILED

JUN 24 2005

STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

13-18-1-12
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235652

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6/2/05

STATE OF INDIANA,)
COUNTY OF St. Joseph) SS.

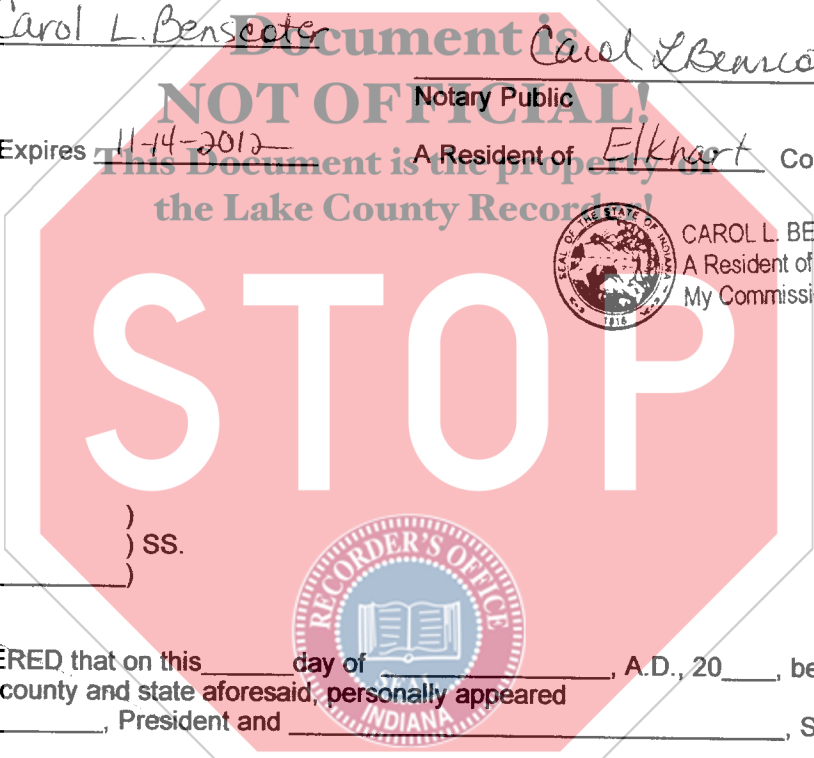
Personally appeared before me the undersigned, a Notary Public in and for said county and state
(Name) John T. Phair

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

WITNESS my hand and notarial seal this 6th day of June, 20005.

Print Name Carol L. Bencoter Carol L. Bencoter (SEAL)
Notary Public

My Commission Expires 11-14-2012 A Resident of Elkhart 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 _____ (SEAL)
Notary Public

My Commission Expires _____ A Resident of _____ County, Indiana

This instrument prepared by: John R Carr

Part of Detention Area #1 and Detention Area #2 of Purdue Research Foundation Subdivision Phase 2, Town of Merrillville, Lake County, Indiana, the plat of which is recorded at Book 95, Page 98, described as follows:

Beginning at the southeast corner of Detention Area #1; thence South 00 degrees 20 minutes 11 seconds East along the east line of Detention Area #2 a distance 40.72 feet; thence North 89 degrees 29 minutes 00 seconds West a distance of 177.33 feet to the west line of a 20 foot sanitary sewer easement; thence North 02 degrees 32 minutes 16 seconds East along said west line a distance of 38.13 feet to the south line of Detention Area #1; thence North 89 degrees 39 minutes 55 seconds East along said south line a distance of 20.12 feet; thence North 46 degrees 08 minutes 56 seconds East along the east line of said sanitary sewer easement a distance of 118.44 feet to the southwest line of a 15 foot trail easement; thence southeasterly along said southwest line on a non-tangent curve to the left (said curve having a radius of 776.00 feet, chord length of 70.59 feet and a chord bearing of South 38 degrees 06 minutes 07 seconds East) an arc distance of 70.62 feet; thence southeasterly along said southwest line on a reverse curve to the right (said curve having a radius of 47.50 feet, chord length of 28.01 feet and a chord bearing of South 23 degrees 33 minutes 32 seconds East) an arc distance of 28.44 feet to the south line of said Detention Area #1; thence North 89 degrees 39 minutes 49 seconds East along said south line a distance of 15.11 feet to the **Point of Beginning**, containing 0.30 acre, more or less.

