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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2010 074550

2010 DEC 16 AM 11:38

MICHELLE R. FAJMAN  
RECORDER

RETURN TO:

RHETT L. TAUBER, ESQ.  
TAUBER WESTLAND & BENNETT P.C.  
1415 EAGLE RIDGE DRIVE  
SCHERERVILLE, IN 46375

**EASEMENT AGREEMENT**

This **EASEMENT AGREEMENT** is made and entered into this 7<sup>th</sup> day of December, 2010, by and between **TOWN OF SCHERERVILLE, Lake County, Indiana, by and through its Town Council** (hereinafter sometimes referred to as "Grantor"), and **SOUTH CLINE PLAZA, LLC, an Indiana Limited Liability Company** (hereinafter sometimes referred to as "Grantee").

**WITNESSETH THAT:**

**WHEREAS**, Grantor owns and has title to certain real estate located in Lake County, Indiana, which is commonly known as the bike trail and located west of the Gators building owned by the Grantee, commonly known as 2330-2350 Cline Avenue, Schererville, Lake County, Indiana;

**WHEREAS**, Grantee presently has a NIPSCO electrical transformer on a concrete pad which encroaches upon the Grantor's property;

**WHEREAS**, Grantor wishes to grant the Grantee, by and through its Town Council, an easement allowing the encroachment of the NIPSCO electrical transformer on the concrete pad upon the Town's property, on the terms and conditions set forth herein.

AMOUNT \$ 25<sup>00</sup>-  
CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK # \_\_\_\_\_  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-COM \_\_\_\_\_  
CLERK AS

**056664**

**NON-TAXABLE**

**DEC 16 2010**

**PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR**

**NOW, THEREFORE,** for good and valuable consideration, the receipt of which is acknowledged, it is mutually agreed by and between the parties hereto as follows:

1. **EASEMENT.** Grantor does hereby grant, assign, convey, and set over to the Grantee an easement allowing an encroachment of the NIPSCO electrical transformer on the concrete pad, in, under, over, and across the following legally described real estate:

Part of the Southeast Quarter (SE.1/4) of Section 15, Township 35 North, Range 9 West of the Second Principal Meridian in Lake County, Indiana more particularly described as follows: Commencing at the Southeast corner of said Section 15; thence North 88 degrees 44 minutes 00 seconds West, along the South line of said SE.1/4, a distance of 47.00 feet to a point on the East line of the former P.C.C. & St. Louis Railroad; thence North 43 degrees 43 minutes 24 seconds West, along said East line, a distance of 4.36 feet to the South-most corner of Lot 1 in the RESUBDIVISION OF LOT 1, VON TOBEL ADDITION, to the Town of Schererville, Lake County, Indiana as recorded in Plat Book 88, Page 87 in the Office of the Recorder of Lake County, Indiana; thence continuing North 43 degrees 43 minutes 24 seconds West, along said East line, also being the West line of said Lot 1, a distance of 360.00 feet to the point of beginning; thence South 83 degrees 50 minutes 43 seconds West, a distance of 10.00 feet; thence North 06 degrees 09 minutes 17 seconds West, at right angles to the last described line, a distance of 13.0 feet to a point on said West line of Lot 1; thence South 43 degrees 43 minutes 24 seconds East, a distance of 16.40 feet to the point of beginning.

This parcel contains 65.0 square feet, more or less, and is depicted on Exhibit "A" attached hereto and incorporated herein by reference.

2. **USES.** Grantee is granted a perpetual easement for the encroachment of the NIPSCO electrical transformer on the concrete pad, together with any and all

necessary appurtenances and structures. Grantee shall also have a continuing easement in, under, over, above, and across the easement area to inspect, maintain, and/or repair the NIPSCO electrical transformer encroaching in the easement area, together with the right of ingress and egress to and from the easement parcel over adjoining portions of the Grantor parcel.

3. **NON-EXCLUSIVE EASEMENT.** This easement granted to the Grantee herein is not exclusive; Grantor reserves the right to use the easement for its purposes and/or to grant additional easements over the same property to other public utilities or private parties, provided said purposes and grants do not interfere with the rights herein granted to the Grantee.

4. **TERM.** Grantee shall have and hold said easement for encroachment purposes in perpetuity so long as said easement is used for the purposes set forth herein.

5. **REPAIR AND MAINTENANCE.** Grantee shall be solely responsible for all maintenance, repair, and replacement of the NIPSCO electrical transformer on the concrete pad located in, on, under, over, across, and through the easement area.

6. **INDEMNIFICATION.** Grantee agrees to indemnify and save the Grantor harmless from and against any and all damages, losses, claims, demands, or costs

proximately caused by the default, culpability, or negligence of said Grantee in the use, maintenance, operation, repair, renewal, or removal of such NIPSCO electrical transformer on the concrete pad.

7. **COVENANT RUNNING WITH THE LAND.** The easement hereby granted, the restrictions herein imposed, and the agreements herein contained shall be an easement, restriction, and covenant running with the land and shall inure to the benefit, and be binding upon, the parties hereto and their respective heirs, successors, assigns, and transferees, including but not in limitation, to all subsequent owners of said real estate and all persons claiming under them.

**IN WITNESS WHEREOF**, the parties have duly executed this Easement Agreement the day and year first-above written.

**GRANTOR:**

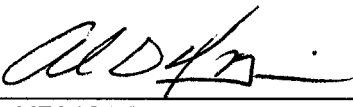
TOWN OF SCHERERVILLE,  
LAKE COUNTY, INDIANA,  
by and through its Town Council

By:   
JERRY TIPPY, President

By:   
JANICE M. MALINOWSKI, Clerk Treasurer

**GRANTEE:**

SOUTH CLINE PLAZA, LLC,  
an Indiana Limited Liability Company

By:   
ALAN D. KRYGIER, Managing Member

STATE OF INDIANA     )  
                                  )SS:  
COUNTY OF LAKE     )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared JERRY TIPPY and JANICE MALINOWSKI, the President and Clerk Treasurer, respectively, of the TOWN OF SCHERERVILLE, by and through its Town Council, and acknowledged the execution of the Easement Agreement on behalf of said Grantor.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed my official seal on this 8<sup>th</sup> day of December, 2010.


  
\_\_\_\_\_  
DIANE HOEM, Notary Public

My Commission Expires: 6-5-2013  
County of Residence: LAKE

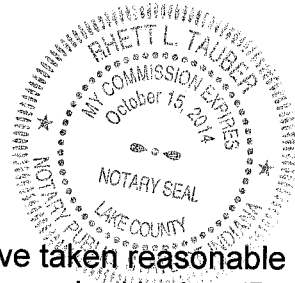
STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF LAKE        )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared ALAN D. KRYGIER, Managing Member of SOUTH CLINE PLAZA, LLC, an Indiana Limited Liability Company, and acknowledged the execution of the Easement Agreement.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed my official seal on this 7<sup>th</sup> day of December, 2010.

  
\_\_\_\_\_  
Rhett L. Tauber, Notary Public

My Commission Expires: 10/15/14  
County of Residence: Lake



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 (Rhett L. Tauber).

This instrument prepared by:       Rhett L. Tauber, Esq.  
  Tauber Westland & Bennett P.C.  
  1415 Eagle Ridge Drive  
  Scherville, Indiana 46375  
  (219) 865-8400

**LAND TECHNOLOGIES, INC.**  
**CIVIL ENGINEERING & LAND SURVEYING**

8015 Cleveland Place • Merrillville, Indiana 46410

Office (219) 769-7728 • Fax (219) 769-7731

John E. Bullock, RLS

Douglas M. Rettig, PE

**PROPOSED NIPSCO EASEMENT BENEFITTING**  
**2330-2350 CLINE AVE., SCHERERVILLE, IN**

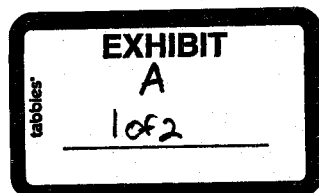
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Prepared for: Al Krygier

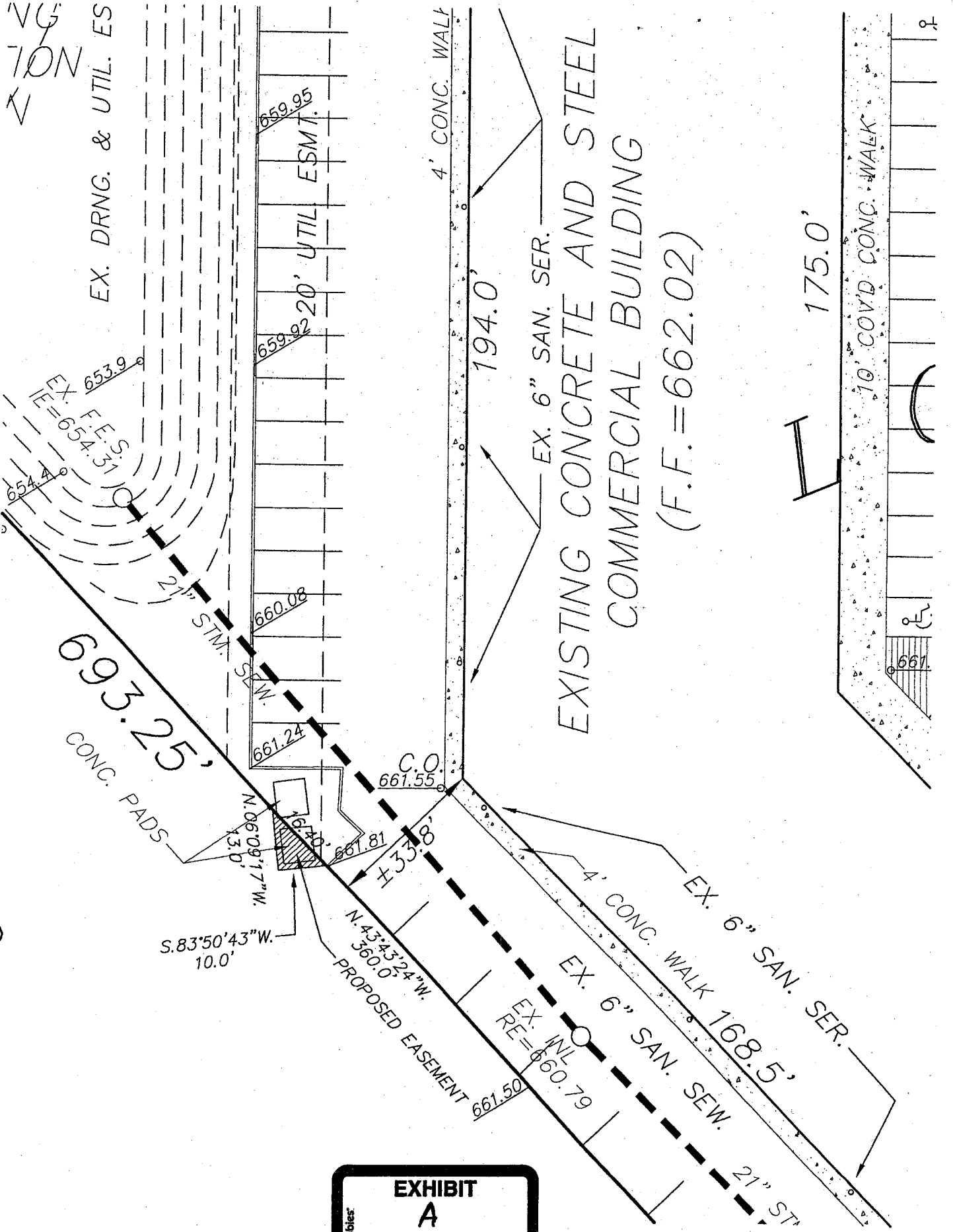
Date: July 15, 2010

Job No. 351-10



VG  
70N  
N

EX. DRNG. & UTIL. ES



EXISTING CONCRETE AND STEEL  
COMMERCIAL BUILDING  
(F.F. = 662.02)



**EXHIBIT**  
**A**  
2 of 2