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Easement #33930-29A

VEGETATION MANAGEMENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That Johnson Sunnybrook Farm, LLC (herein called the "Grantor", regardless of whether one or more in number) in consideration of the sum of one dollar (\$1.00) and other valuable considerations, in hand paid to the Grantor, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Northern Indiana Public Service Company, an Indiana Corporation, and to its successors and assigns (herein called "Grantee"), an easement, including the right of ingress and egress to and from the strip of easement land, over adjoining lands of Grantor the right and authority to, from time to time, enter upon and to trim, cut down, clear, including without limitation by application of herbicides, and remove from the easement area hereinafter described and from the adjoining lands of the Grantor, any overhanging branches or undergrowth, or any trees of such height which may, in the sole judgment of Grantee, endanger the safety of, inhibit access to, or interfere with the use enjoyment of, any of Grantee's facilities; said easement area being that certain the strip of Grantor's land, situated in Section 30, Township 33, North, Range 7 West, of the Second Principal Meridian, in the County of Lake, State of Indiana, described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference for legal description.

The Grantee shall indemnify and save the Grantors harmless from and against any and all damage, injuries, losses, claims, demands or costs proximately caused by the negligence of the Grantee in the exercise of the easement and rights granted herein. Any damage to the crops, fences, buildings, bridges, or structures on the strip of easement land, on the land of the Grantor adjoining said strip, or on the land of the Grantor used for ingress and egress to said strip caused by the Grantee in the exercise of its easement rights shall be promptly repaired by the Grantee at its expense. If the damage is to crops, the Grantee shall be responsible for the financial loss and promptly reimburse the same to Grantor.

These presents shall run with the land and be binding upon and accrue to the benefit of: Grantor, and the heirs, executors, administrators, successors and assigns of Grantor and Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has duly executed this instrument this 27 of DECEMBER, A.D. 2010.

Grantor: Johnson Sunnybrook Farm, LLC
(Signed) By: Rodney Johnson
(Signed) By: Virginia Johnson

STATE OF INDIANA,)
COUNTY OF LAKE) SS.

2010 DEC 30 AM 10:57
FILED FOR RECORD
LAKE COUNTY
STATE OF INDIANA

FILED
DEC 30 2010

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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

(Name) Rodney & Virginia Johnson

who acknowledged the execution of the foregoing instrument to be (His, Her, Their) voluntary act and deed.

WITNESS my hand and notarial seal this 27 day of December, 2010

Carla Nelson
Notary Public

My Commission Expires 3-16-13
Indiana

A Resident of St. Lawrence County,

#14
CS
CA

I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

031203

This instrument prepared by: Don W. Carvahan



NON
CONF

RETURN TO: NIPSCO REAL ESTATE, 801 East 86th Avenue, Merrillville, IN 46410

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EXHIBIT "A"

BRADY LAND SURVEYING, INC.

55308 JAY DEE STREET • ELKHART, INDIANA 46514 • (219) 293-3611

February 15, 1980

PARCEL TWENTY-NINE

A strip of land situated in Section 30, Township 33 North, Range 7 West of the Second Principal Meridian, in the County of Lake, State of Indiana, described as follows:

A strip of land situated in the East Half ($E\frac{1}{2}$) of said Section 30, said strip of land being 150 feet wide and lying 75 feet wide each side of centerline, and said centerline produced, said centerline being described as follows:

Beginning at a point on the East line of said Section 30, said point being 658 feet North of the Southeast corner of said Section 30; thence Northwestwardly a distance of 3557 feet more or less to a point on the West line of the Northeast Quarter ($NE\frac{1}{4}$) of said Section 30, said point being 2376 feet South of the Northwest corner of the Northeast Quarter ($NE\frac{1}{4}$) of said Section 30.