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Easement #33930-27A

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 or enjoyment of, any of Grantee's facilities; said easement area being that certain the strip of Grantor's land, situated in Section 32 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 crops, fences, buildings, 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 day of DECEMBER, A.D. 2010.

Grantor: Johnson Sunnybrook Farm, LLC

(Signed) Rodney Johnson

(Signed) Virginia Johnson

STATE OF INDIANA,)
COUNTY OF LAKE) SS.

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. Louis County,

031202

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.

\$14
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This instrument prepared by: Don W. Barnahan



NON COMIT

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

PARCEL TWENTY-SEVEN

A strip of land situated in Section 32, 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 North Half ($N\frac{1}{2}$) of said Section 32, 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 the West Half ($W\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of said Section 32, said point being 1020 feet North of the Southeast corner of the West Half ($W\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of said Section 32; thence Northwestwardly a distance of 888.46 feet to a point; thence Northwestwardly with a deflection angle of $5^{\circ}-00'-34''$ to the right a distance of 997.19 feet to a point; thence Northwestwardly with a deflection angle of $9^{\circ}-54'-20''$ to the right a distance of 997.11 feet to a point; thence Northwestwardly with a deflection angle of $9^{\circ}-55'-22''$ to the right a distance of 722 feet more or less to a point on the North line of said Section 32, said point being 755 feet East of the Northwest corner of said Section 32.