

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2011 045137

2011 AUG 19 PM 3: 33

MICHELLE R. FAJMAN
RECORDER

**DECLARATION OF
CONSENT TO ENCROACHMENT INTO UTILITY EASEMENT**

This Declaration of Consent to Encroachment into Utility Easement ("Declaration") is made by **NORTHERN INDIANA PUBLIC SERVICE COMPANY**, an Indiana corporation, ("Utility") this day of July, 2011.

RECITALS

VAN TIL'S REAL ESTATE, LLC, an Indiana limited liability company, ("Owner") is the owner in fee simple title in and to certain real estate located in Lowell, Lake County, Indiana, which is more particularly described in Exhibit "A" attached hereto and made a part hereof as if it were set forth at length herein ("Real Estate")

Utility was granted an easement for utility purposes ("Easement") on a portion of the Real Estate ("Easement Area") pursuant to and described in that certain "Easement For Underground Electrical Lines, Communications Lines And Gas Lines" dated May 3, 1977 and recorded on May 27, 1977 in the Office of the Recorder of Lake County, Indiana as Document Number 40982.

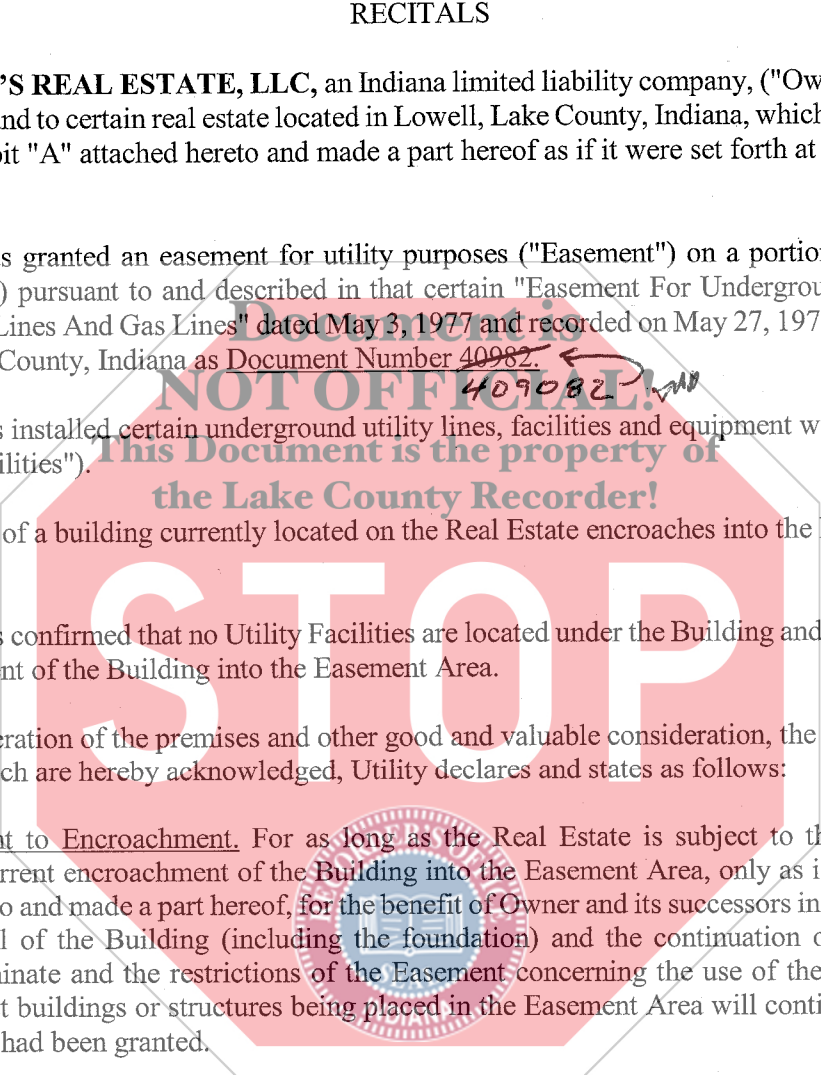
Utility has installed certain underground utility lines, facilities and equipment within the Easement Area ("Utility Facilities").

A portion of a building currently located on the Real Estate encroaches into the Easement Area ("Building").

Utility has confirmed that no Utility Facilities are located under the Building and is willing to consent to the encroachment of the Building into the Easement Area.

In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Utility declares and states as follows:

1. Consent to Encroachment. For as long as the Real Estate is subject to the Easement, Utility consents to the current encroachment of the Building into the Easement Area, only as is depicted in Exhibit "B" attached hereto and made a part hereof, for the benefit of Owner and its successors in interest ("Consent"). Upon the removal of the Building (including the foundation) and the continuation of the Easement, the Consent will terminate and the restrictions of the Easement concerning the use of the Easement Area and prohibition against buildings or structures being placed in the Easement Area will continue as if no Consent for encroachment had been granted.



FILED

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PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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2. Reservation of Rights. Excepting for the grant of the Consent above, all other benefits, rights and privileges of Utility granted in and under the Easement are unconditionally reserved and remain in full force and effect. This Declaration will not be deemed nor construed in any way to waive, limit or otherwise diminish or effect any term, condition or provision of the Easement and does not expand or otherwise modify Owner's use of the Easement Area except as specifically provided for in this Declaration.

3. Governing Law. The terms and provisions of this Declaration will be governed by and construed in accordance with the laws of the State of Indiana.

4. Effective Date. This Declaration will be effective as of the day and year first above written.

NORTHERN INDIANA PUBLIC SERVICE COMPANY, an Indiana corporation

By: *Timothy A. DeHring*

Printed Signature Its: TIMOTHY A. DEHRING
SVP TRANSMISSION & ENGINEERING

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared Timothy A. DEHRING, the SVP Trans + Engng of Northern Indiana Public Service Company, an Indiana corporation, who acknowledged execution of the foregoing Declaration of Consent to Encroachment into Utility Easement as such SVP Trans + Engineering acting for and on behalf of such corporation.

Witness my hand and Notarial Seal this 15 day of July, 2011.

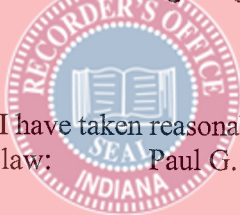
My Commission Expires:

Notary Public



My County of Residence:
LAKE

Jill J. Boganwright
Printed: Jill J. Boganwright



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: Paul G. Reis, Esq.

This instrument prepared by and upon recording return to: Paul G. Reis, Esq., Krieg DeVault LLP, 12800 North Meridian Street, Suite 300, Carmel, Indiana 46032, (317) 636-4341

2. Reservation of Rights. Excepting for the grant of the Consent above, all other benefits, rights and privileges of Utility granted in and under the Easement are unconditionally reserved and remain in full force and effect. This Declaration will not be deemed nor construed in any way to waive, limit or otherwise diminish or effect any term, condition or provision of the Easement and does not expand or otherwise modify Owner's use of the Easement Area except as specifically provided for in this Declaration.

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NORTHERN INDIANA PUBLIC SERVICE COMPANY, an Indiana corporation

By: *Timothy A. DeHring*

Printed Signature Its: TIMOTHY A. DEHRING
SVP TRANSMISSION & ENGINEERING

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

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EXHIBIT A
LEGAL DESCRIPTION OF REAL ESTATE

The North 435 feet of the East 500 feet of the Northeast Quarter of Section 25, Township 33 North, Range 9 West of the 2nd Principal Meridian, in the Town of Lowell, Lake County, Indiana, EXCEPTING therefrom the following three parcels:

(1) Beginning at the Northeast corner of said Section 25, said point being a brass monument, thence South along the East line of said Section 25, having an assumed bearing of South 00 degrees 00 minutes 00 seconds West, 220.03 feet (220.05 feet measured) to a pk nail; thence North 89 degrees 03 minutes 22 seconds West along a line parallel to the North line of said Section 25, 60.01 feet, to a set reinforcing bar, said point being the point of beginning; thence continuing North 89 degrees 03 minutes 22 seconds West, 130.02 feet; thence North 00 degrees 00 minutes 00 seconds East, along a line parallel to the East line of the Northeast Quarter of said Section 25, 189.75 feet (191.14 feet measured), to a set reinforcing bar; thence East along the South right of way line of State Route No. 2, 130.02 feet to a set reinforcing bar lying 60.00 feet West of and parallel to the East line of the Northeast quarter of said Section 25; thence South 00 degrees 00 minutes 00 seconds West, along a line 60.00 feet West of and parallel to the East line of the Northeast quarter of said Section 25, 190.96 feet (190.38 feet measured), to the point of beginning, all in Lake County, Indiana.

(2) Part of the Northeast Quarter of the Northeast Quarter of Section 25, Township 33 North, Range 9 West of the 2nd P.M., described as follows: Commencing at a point on the North line of said Section that is North 89 degrees 04 minutes 45 seconds West, 500.0 feet from the Northeast corner of said Section; thence due South parallel to the East line of said Section 435.0 feet (438.12 feet measured) to the point of beginning; thence South 89 degrees 04 minutes 45 seconds East parallel to the North line of said Section 21.00 feet; thence North 0 degrees 55 minutes 15 seconds East, 170.0 feet; thence North 89 degrees 04 minutes 45 seconds West, 23.73 feet; thence due South parallel to the East line of said Section, 170.02 feet to the point of beginning, in Lake County, Indiana.

(3) Part of the Northeast Quarter of the Northeast Quarter of Section 25, Township 33 North, Range 9 West of the 2nd P.M., in Lake County, Indiana, described as follows: Commencing at the Northeast corner of said Section 25; thence North 88 degrees 48 minutes 15 seconds West 59.54 feet (North 89 degrees 04 minutes 45 seconds West 60.01 feet measured) along the North line of said section to the Northwest corner of the owner's land; thence South 0 degrees 16 minutes 30 seconds West 29.10 feet (29.63 feet measured) along the West line of the owner's land to the south boundary of S.R. 2 and the point of beginning of this description; thence South 87 degrees 56 minutes 00 seconds East 40.02 feet along the boundary of said S.R. 2 to the west boundary of Clark Street; thence South 0 degrees 16 minutes 30 seconds West 270.61 feet along the boundary of said Clark Street; thence North 89 degrees 43 minutes 30 seconds West 10.00 feet; thence North 0 degrees 16 minutes 30 seconds East 240.00 feet; thence North 43 degrees 59 minutes 56 seconds West 37.34 feet; thence North 80 degrees 48 minutes 30 seconds West 3.98 feet to the west line of the owner's land; thence North 0 degrees 16 minutes 30 seconds East 4.51 feet along said west line to the point of beginning.

EXHIBIT B

