

2015 03232

Cross reference to most recent deed of record: Grantee: Whiteco Industries, Inc. (successor following merger with Whiteco Properties, Inc, formerly known as Henderlong Lumber Company, Inc., by Quit-Claim deed dated September 30, 1969 and recorded October 14, 1969 as Deed Number 35104.

EASEMENT #40200

EASEMENT FOR UNDERGROUND ELECTRICAL LINES AND GAS MAINS

KNOW ALL MEN, That **WHITECO INDUSTRIES, INC., a Nebraska Corporation**, herein called "Grantor(s)", 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, herein called "Grantee" and to its successors and assigns, an easement, right and authority, from time to time, 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) foundations, located above ground, for transformers and/or switch gear, with transformers and/or switch gear, located thereon, and meter pedestals with metering equipment and meters, where 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 free ingress and egress to and from the strip of easement land, over adjoining lands of Grantor, for the purposes mentioned herein, together with the right to excavate and refill ditches for trenches and the right to trim, or at Grantee's option, to cut down and remove from the premises hereinafter described and from the adjoining lands of Grantor, any trees or undergrowth or other obstructions 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 arising from the growth of trees or underground root systems or any other obstructions, including the right to clear and keep cleared such obstructions from the surface and subsurface as may be necessary for the installation, maintenance or use of such facilities and the easement therein, and to operate by means thereof one or more lines for the transmission, distribution and delivery of electric energy to the public in general, to be used for light, heat, power, telephone and other purposes, and to lay, install, inspect, 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 for the transportation and distribution of gas to the public in general, with all necessary and convenient equipment, facilities, service pipes, lines and connections therefore and to operate by means thereof a system for such transportation and distribution of gas to be used for light, heat, power, and other purposes in, upon, under, across, above, along and over a strip of land or right-of-way situated in Section 22, Township 35N, Range 8W of the Second Principal Meridian in the County of LAKE, State of Indiana, described as,

See attached "Exhibit A" for legal description.

Deed Reference:

Any underground facilities of the Grantee shall be at least 24 inches below the surface of the soil, as the surface now exists.

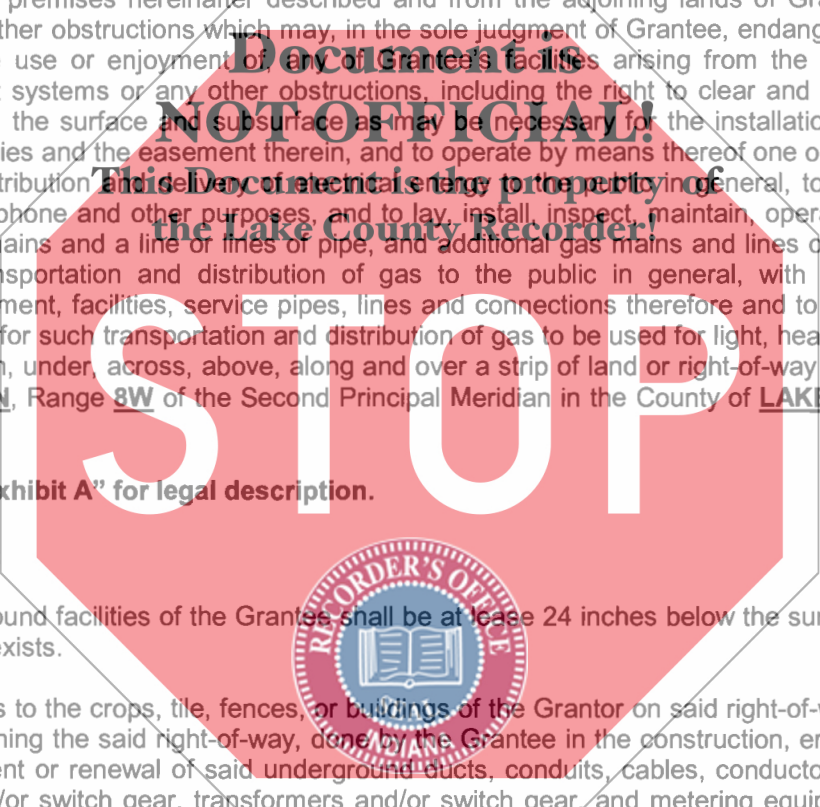
Any damages to the crops, tile, fences, or buildings of the Grantor on said right-of-way, or on lands of the Grantor adjoining the said right-of-way, done by the Grantee in the construction, erection, installation, repair, replacement or renewal of said underground ducts, conduits, cables, conductors, foundations for transformers and/or switch gear, transformers and/or switch gear, and metering equipment and meters, gas mains or equipment, shall be promptly paid by the Grantee. Patrolling said line or lines shall not constitute grounds for a claim for crop damage.

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 right-of-way by Grantor.

The Grantor covenants and agrees not to cut, make excavations beneath, fill or permit fill to be placed upon the surface of the real estate herein described without the written consent of Grantee.

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, foundations for transformers and/or switch gears and transformers and/or switch gear thereon, and meter pedestals with metering equipment and meters, gas mains and pipes and the structures and appurtenances connected therewith.

The undersigned Grantor hereby covenants to be the owner in fee simple of said real estate, lawfully seized thereof, with good right to grant and convey said easement herein, and guarantees the quiet



FILED NORTHWEST INDIANA TITLE
101 E. 90TH DRIVE
SUITE C
MERRILLVILLE, IN 46410
219-755-0100

NO SALES DISCLOSURE NEEDED

Approved Assessor's Office
By: _____

JOHN E. PETALAS
LAKE COUNTY AUDITOR 20659

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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 assignees of the Grantor, and upon the Grantee, its successors and assigns.

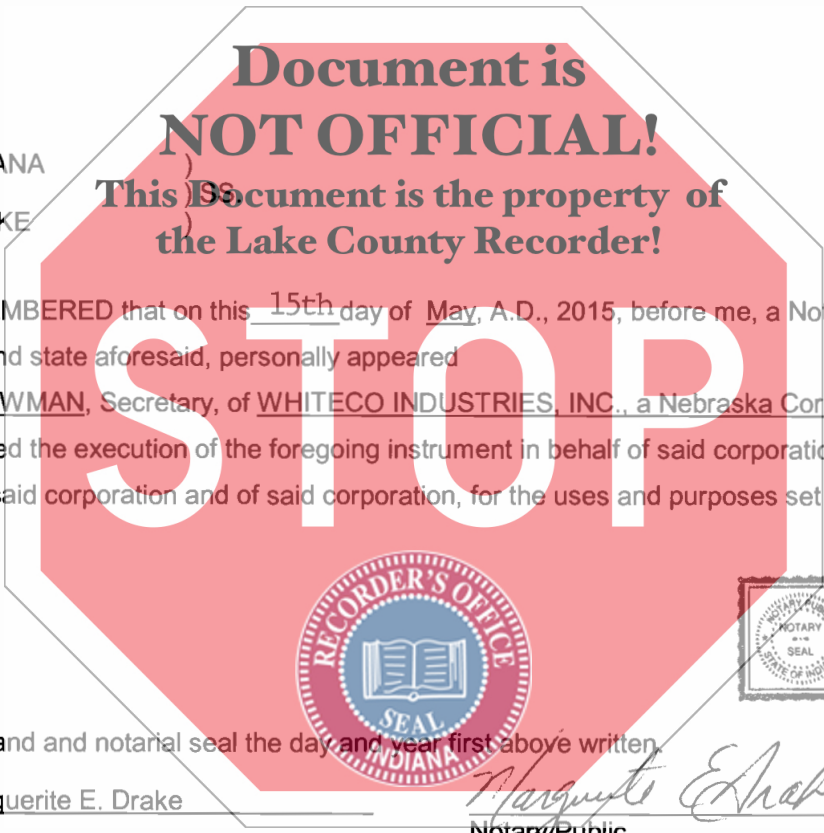
IN WITNESS WHEREOF, the Grantor has duly executed this instrument this 15th day of May, A.D. 2015.

BY: WHITECO INDUSTRIES, INC

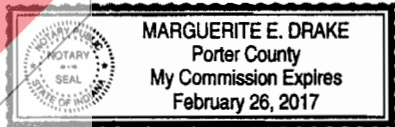
(Signed) *Carol Ann Bowman* (Signed) _____
CAROL ANN BOWMAN, SECRETARY

(Signed) _____ (Signed) _____

STATE OF INDIANA
COUNTY OF LAKE



BE IT REMEMBERED that on this 15th day of May, A.D., 2015, before me, a Notary Public in and for said county and state aforesaid, personally appeared CAROL ANN BOWMAN, Secretary, of WHITECO INDUSTRIES, INC., a Nebraska Corporation, And 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: Marguerite E. Drake

Marguerite E. Drake (SEAL)
Notary Public

My Commission Expires February 26, 2017

a Resident of Porter County, Indiana

"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."

Suzanne Kizior
[Printed Name]

This instrument prepared by: Suzanne Kizior

Return recorded document to:
NIPSCO Real Estate
801 E 86th Avenue, 2nd FL
Merrillville, IN 46410

Exhibit A

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 for Lot A in the
RESUBDIVISION OF LOTS 1 AND 3, HOLIDAY PLAZA, UNIT 3**

Description: Part of Lot A in the RESUBDIVISION OF LOTS 1 AND 3, HOLIDAY PLAZA, UNIT 3, as per plat thereof, recorded in Plat Book 108, page 03 in the Office of the Recorder of Lake County, Indiana, more particularly described as follows: A strip of land 10 feet in width lying 5 feet on each side of the following described center line; Beginning at a point on the West line of said Lot A that lies North 00°15'29" West a distance of 294.80 feet from the Southwest corner of said Lot A; thence North 77°03'30" East, a distance of 150.00 feet; thence South 38°28'08" East, a distance of 130.00 feet to the point of termination of said easement center line.

