

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2016 049662

2016 AUG -2 PM 1:55

MICHAEL B. BROWN
RECORDER

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RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
Northern Indiana Public Service Company
Attn: Suzanne Kizior
801 E 86th Avenue
Merrillville, IN 46410

CROSS-REFERENCE: In accordance with Indiana Code § 32-23-2-5(a), the easement described below burdens the real estate acquired by Corporate Warranty Deed dated 12/08/1972 and recorded 12/14/1972 in the Office of the Recorder for Lake County, Indiana, as Document No. 180300.

NOT OFFICIAL!

EASEMENT FOR ELECTRIC FACILITIES

EASEMENT # 40363

This Document is the property of
the Lake County Recorder!

THIS EASEMENT FOR ELECTRIC FACILITIES (this "Easement") is granted by City of Crown Point, whose address is 115 North Court ST, Crown Point with its principle place of business located at 101 North East Street ("Grantor") in favor of Northern Indiana Public Service Company, an Indiana corporation, with its principle place of business located at 801 E. 86th Avenue, Merrillville, Indiana 46410 ("Grantee").

WITNESSETH

In consideration of \$10.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee an easement for the exclusive right to perform the following under, upon, on, over, across and through Grantor's property located in Lake County, Indiana (the "Premises"):

1. construct, erect, install, operate, maintain, replace, repair, alter the size of, remove, renew, replace or abandon towers, poles and secondary pedestals and to string, install, operate, maintain, replace, repair, alter the size of, remove, renew, replace or abandon wires, cables, conductors, guy wires and other necessary equipment upon and between such towers, poles, and secondary pedestals, and to also install, construct, maintain, operate, repair, replace, renew and remove underground ducts and conduits, underground wires, cables, conductors, manholes and other necessary appurtenances, in such underground ducts and conduits, pads for transformers, with transformers located thereon, markers and test terminals (collectively, the "NIPSCO Facilities");

2. construct, operate, maintain, replace, repair, alter the size of, and remove or abandon underground communication systems for the transmission of video, data and voice communications, with appurtenant facilities, including, without limitation, conduits, cables, equipment, splicing boxes, wires, cathodic protection, and fiber optics cable;



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NO SALES DISCLOSURE NEEDED

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JOHN E. PETALAS
LAKE COUNTY AUDITOR

Approved Assessor's Office

By: AW

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CASH
PW

3. perform pre-construction work;
4. ingress to and egress from the Easement Area (as defined below) by means of existing or future roads and other reasonable routes on the Premises (as defined below) and on Grantor's adjoining lands;
5. exercise all other rights necessary or convenient for the full use and enjoyment of the rights herein granted, including the right from time to time to: (a) clear the Easement Area of all obstructions and (b) clear, cut, trim and remove any and all vegetation, trees, undergrowth and brush and overhanging branches from the Easement Area by various means, including the use of herbicides approved by the State of Indiana or the United States Environmental Protection Agency (or successor-in-duty).

The NIPSCO Facilities are to be located within the limits of the permanent right of way further described on Exhibit A attached hereto and incorporated herein (the "Easement Area"). The Easement Area is shown on Exhibit B attached hereto and incorporated herein.

The Grantor makes no representation or warranties regarding the suitability of the Easement Area for Grantee's intended use. The Grantor makes no representations or warranties regarding any subsurface utilities, improvements or conditions of the Easement Area. Grantee acknowledges that it has freely chosen to enter the Easement Area, and that it is aware of and fully appreciates the nature and extent of the risks associated with doing so. Grantor reserves full possession of the Easement Area for Grantor's uses and purposes and the right to enter upon the Easement Area and at any and all times to repair, replace, renew, erect or complete the erection of any existing or future facilities of Grantor over, under or across the Easement Area at Grantor's discretion. Grantee acknowledges that Grantee's use of the Easement Area is secondary to the Grantor's access to and use. The Grantor may use and enjoy the Easement Area, to the extent such use and enjoyment does not interfere with Grantee's rights under this Easement. Should Grantor deem it necessary to construct or permit to be constructed or place any structure, including but not limited to, mobile homes, unapproved fences, dwellings, garages, out-buildings, pools, decks, man-made bodies of water, trees, shrubbery, leach beds, septic tanks, paved or gravel roads or paved or gravel passageways or trails on or over the Easement Area, or any other obstructions on or over Easement Area that will, in any way, interfere with the construction, maintenance, operation, replacement, or repair of the NIPSCO Facilities or appurtenances constructed under this Easement, Grantee shall make all efforts to fully cooperate with the relocation of NIPSCO Facilities in the Easement Area at its sole cost and expense. Grantee will not engage in, and will not permit, the dumping of refuse or waste, or the storage of any materials of any kind. Grantee will not engage in, and will not permit, the operation of any heavy machinery or equipment over the Easement Area, except as needed for the repair, maintenance or replacement of the NIPSCO Facilities.

In the event the Grantee desires to pave, modify or change all or any part of the Easement Area, Grantee shall submit plans and specifications to reflect the same to Grantor for approval at least thirty (30) days prior to the commencement of such paving, modifying or changing of the Easement Area. The Grantee will replace and

restore the area disturbed by the laying, construction, operation, replacement, and maintenance of any NIPSCO Facilities to as good a condition as the disturbed area was when the laying, construction, operation, replacement, and maintenance of any NIPSCO Facilities commenced.

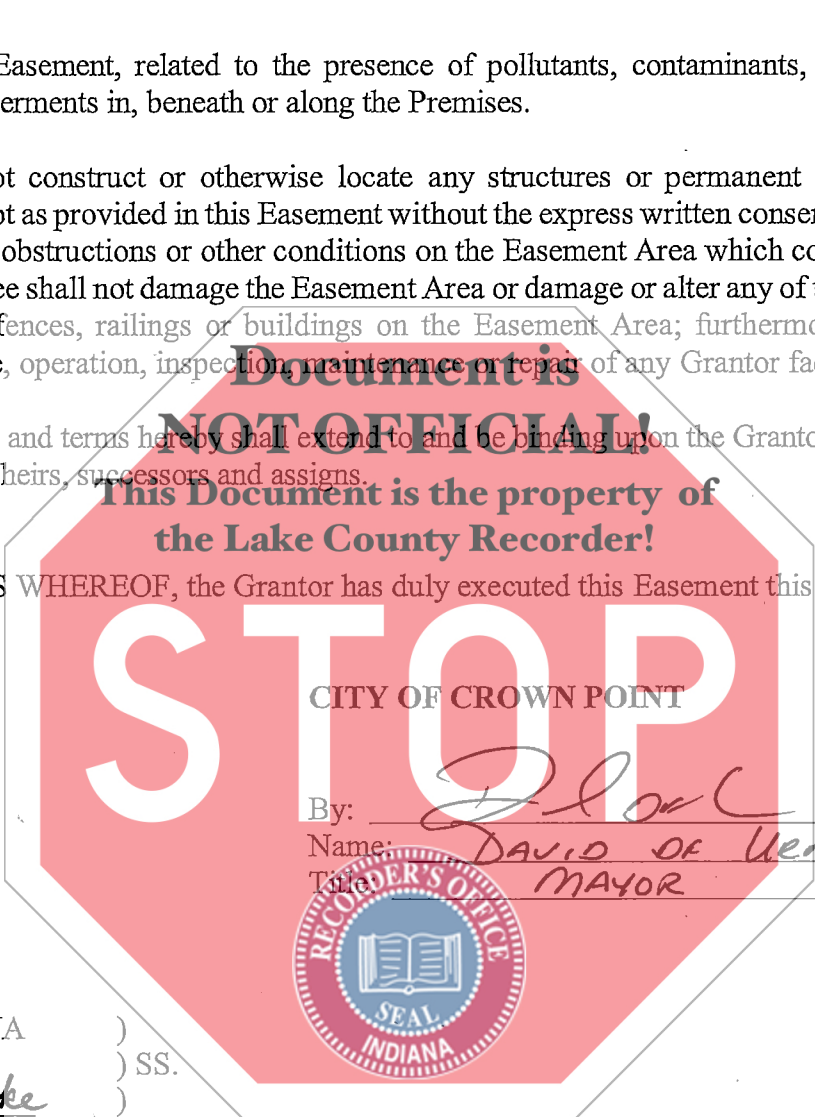
With regard to the Easement Area, Grantee will give Grantor written notice of any claim, demand, suit or action arising from any pollutants, contaminants, petroleum, hazardous substances and endangerments on or under the Premises within ten (10) business days from the date that Grantee becomes aware of such claim, demand, suit or action. Grantee agrees to immediately notify Grantor of any incident or event which damages the Easement Area or any of Grantor's facilities or which could potentially damage the Easement Area or Grantor's facilities. Grantee covenants and agrees to indemnify, hold harmless and defend Grantor, its agents and employees from and against any and all losses, damages, liability, claims for damages on account of or by reason of injury, including death, which may be sustained by any person (including without limitation the employees of Grantee and any contractor or subcontractor of Grantee) from and against any and all damages to property, including environmental contamination or liability and loss of use (including without limitation damage to or loss of use of property), resulting directly from the acts or omissions of Grantee, its agents, employees or subcontractors, in connection with the Easement Area, except to the extent that any losses, damages, liability, claims for damages on account of or by reason of injury, including death, which may be sustained by any person (including without limitation the employees of Grantor and any contractor or subcontractor of Grantor) from and against any and all damages to property, including environmental contamination or liability and loss of use (including without limitation damage to or loss of use of property), result from the negligence or willful misconduct of Grantor, its agents, employees or subcontractors. Grantee shall give Grantor written notice of any claim, demand, suit or action arising related to the Easement Area within ten (10) business days from the date that Grantee becomes aware of such claim, demand, suit or action. Grantee covenants that Grantee, its officers, agents, employees and assigns shall use due care and diligence in all operations and activities conducted on the Easement Area and in the vicinity of Grantor's facilities as is necessary to avoid injury to persons (including death) or damage to property. In the event that Grantee or its agents, employees or contractors damage any Grantor facilities, Grantor shall perform the repairs, and Grantee shall reimburse Grantor for all costs and expenses incurred by Grantor to perform said repairs. Grantee shall comply with all governmental statutes, ordinances, regulations, orders and directives concerning public health, safety or the environment ("Environmental Laws") applicable to its activities within, on and along the Easement Area. If, as a result of any activities by the Grantee, there is any release of a pollutant, contaminant or Hazardous Substance, the Grantee shall at its sole cost and expense take those steps as may be reasonably necessary to contain the release and restore the affected areas to being in compliance with all applicable local, state and federal Environmental Laws. Grantee shall provide Grantor copies of any and all correspondence, notices, etc., prepared by or received by Grantee under Environmental Law associated with its operations on the Easement Area.

Grantor and Grantee agree that, except to the extent caused by the acts or omissions of the Grantee or its representatives and contractors, the Grantee shall not be liable for, and is hereby released from, any and all claims, damages, losses, judgments, suits, actions and liabilities, whether arising during, prior to or subsequent

to the term of this Easement, related to the presence of pollutants, contaminants, petroleum, hazardous substances or endangerments in, beneath or along the Premises.

The Grantee will not construct or otherwise locate any structures or permanent improvements on the Easement Area except as provided in this Easement without the express written consent of Grantor. Grantee will not cause holes, obstructions or other conditions on the Easement Area which could create a hazard of any kind. The Grantee shall not damage the Easement Area or damage or alter any of the Grantor's facilities or any road, gates, fences, railings or buildings on the Easement Area; furthermore, Grantee shall not interfere with the use, operation, inspection, maintenance or repair of any Grantor facilities.

The rights, privileges and terms hereby shall extend to and be binding upon the Grantor and the Grantee and their representatives, heirs, successors and assigns.



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IN WITNESS WHEREOF, the Grantor has duly executed this Easement this 27th day of July, 2016.

CITY OF CROWN POINT

By: [Signature]
Name: DAVID DE URAN
Title: MAYOR



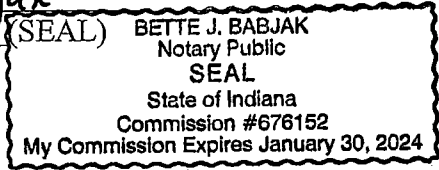
STATE OF INDIANA)
) SS.
COUNTY OF Lake)

BE IT REMEMBERED that on this 27 day of July, 2016, before me, a Notary Public in and for said county and state aforesaid, personally appeared David Uran, Mayor of the City of Crown Point and acknowledged the execution of the foregoing instrument in behalf of the City of Crown Point as the voluntary act and deed of the City of Crown Point, for the uses and purposes set forth.

WITNESS my hand and notarial seal the day and year first above written.

Print Name Bette J. Babjak

[Signature]



Notary Public

My Commission Expires 1-30-2024

A Resident of Lake 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."

Bette J. Bahjak



Exhibit A

Legal Description of the Easement Area

THE NORTH 15 FEET OF THE NORTH 40 FEET OF THE EAST HALF OF LOT-69 IN THE ORIGINAL TOWN (NOW CITY) OF CROWN POINT, LAKE COUNTY, INDIANA AS PER PLAT THEREOF RECORDED IN PLAT BOOK-1, PAGE-46 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

