

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2016 056935

2016 AUG 22 PM 1:38

MICHAEL B. BROWN
RECORDER

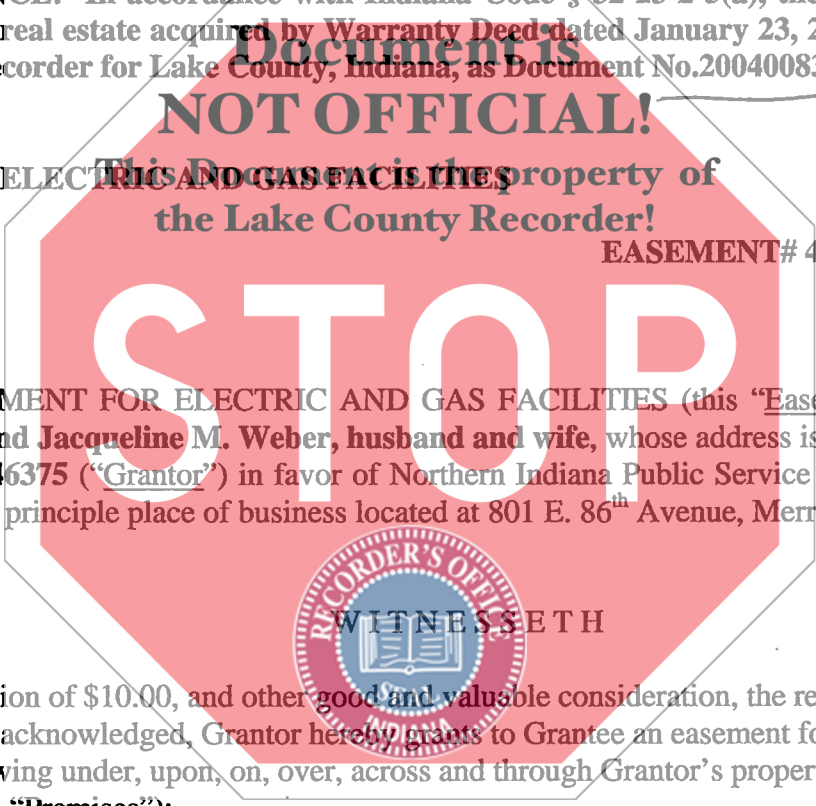
**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**
Northern Indiana Public Service Company
Attn: Suzanne Kizior
801 E 86th Avenue
Merrillville, IN 46410

CROSS-REFERENCE: In accordance with Indiana Code § 32-23-2-5(a), the easement described below burdens the real estate acquired by Warranty Deed dated January 23, 2004 and recorded in the Office of the Recorder for Lake County, Indiana, as Document No. 2004008320.

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EASEMENT FOR ELECTRIC AND GAS FACILITIES This Document is the property of the Lake County Recorder!

EASEMENT# 40383



THIS EASEMENT FOR ELECTRIC AND GAS FACILITIES (this "Easement") is granted by James M. Weber and Jacqueline M. Weber, husband and wife, whose address is 9131 Deodor Street, St. John, Indiana 46375 ("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").

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 and poles and to string, install, operate, maintain, replace, repair, alter the size of, remove, renew, replace or abandon (in place if desired by Grantee) wires, cables, conductors, guy wires and other necessary equipment upon and between such towers and poles, and to also install, construct, bore, 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, one or more pipelines, gas mains, underground ducts and conduits, underground wires, cables, conductors, manholes, pull boxes, pads for transformers with transformers located thereon, markers and test terminals and other appurtenances and equipment, together with valves, service lines,~~

FILED

AUG 22 2016

JOHN E. PETALAS
LAKE COUNTY AUDITOR

25364

1 ref

\$22.00

CS JS

irrigation.

The Grantee will replace and restore the area disturbed by the laying, construction, operation, replacement, and maintenance of any NIPSCO Facilities to as near as practical to its original condition, except as provided herein.

With regard to the Easement Area, Grantor will assume all risk, liability, loss, cost, damage, or expense for any and all pollutants, contaminants, petroleum, hazardous substances and endangerments on or under the Premises, except those which result from Grantee's use of and activities on the Premises. 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.

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.

Grantee agrees to pay for any damage to marketable timber, crops, approved fences (if any) and approved tile drains (if any) that is caused by the activities conducted pursuant to this Easement.

If the amount payable for damage under the preceding paragraph cannot be mutually agreed upon, it shall be determined by a panel of three (3) disinterested arbitrators. The arbitration and the award shall be limited to the amount payable for damages pursuant to the preceding paragraph. Grantor and Grantee shall appoint one arbitrator each, and the two (2) so appointed shall appoint the third. The award shall be a majority decision and shall be final and conclusive, with costs for arbitration equally shared by parties, regardless of outcome.

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.

service connections and lateral connections installed for transporting gas with associated fluids, or other substances that can be transported through pipelines, and appurtenant facilities including, but not limited to, ~~cathodic protection, hydrate removal systems and data acquisition facilities~~ (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;~~

3. perform pre-construction bore 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~~ maintain any and all vegetation, trees, undergrowth and brush and overhanging branches ~~from in 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 may use and enjoy the Easement Area, to the extent such use and enjoyment does not interfere with Grantee's rights under this Easement. Grantor shall not 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. Grantor will not change the depth of cover or conduct grading operations within the Easement Area. Grantor will not engage in, and will not permit, the dumping of refuse or waste, or the storage of any materials of any kind. Grantor will not engage in, and will not permit, the operation of any heavy machinery or equipment over the Easement Area. Grantor will not cause, and will not permit any third parties to cause, the Easement Area to be covered by standing water, except in the course of normal seasonal

Rev-7/5/2016

IN WITNESS WHEREOF, the Grantor has duly executed this Easement this 17th day of August, 2016



Signature: [Handwritten Signature]
Printed Name: James M. Weber
Title: _____

Signature: [Handwritten Signature]
Printed Name: Jacqueline M. Weber
Title: _____

STATE OF Indiana)
COUNTY OF Lake) SS.

Personally appeared before me the undersigned, a Notary Public in and for said county and state (Grantor Name) James & Jacqueline Weber who acknowledged the execution of the foregoing instrument to be Their (His, Her, Their) voluntary act and deed.

WITNESS my hand and notarial seal this 22ND day of August, 2016

Print Name Clarissa Briseno



My Commission Expires 2/19/17

A Resident of Cook County, IL

This instrument prepared by: André Wright. "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."
André Wright

EXHIBIT "A"

**LEGAL DESCRIPTION
OF
EASEMENT AREA**

THE SOUTH 7.5 FEET OF LOT 2 IN OAKWOOD ESTATES, UNIT 1, IN THE TOWN OF ST. JOHN,
PER THE PLAT THEREOF, RECORDED IN PLAT BOOK 35 PAGE 95, IN THE OFFICE OF THE
RECORDER OF LAKE COUNTY, INDIANA

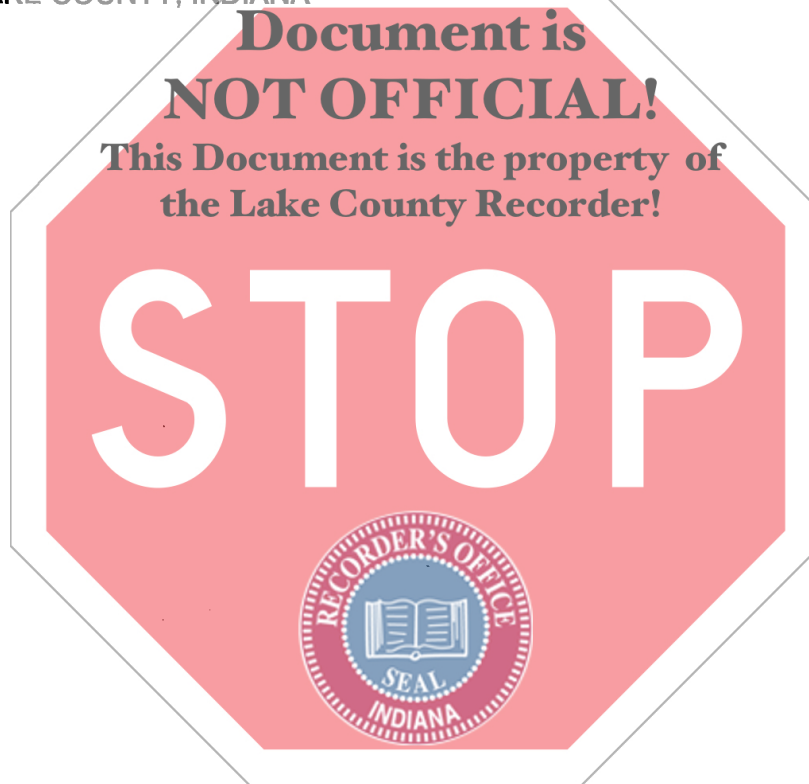



EXHIBIT "B"
NIPSCO EASEMENT



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 - PROPOSED 7.5' EASEMENT



V Engineers
Scientists
Surveyors
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815-736-2804 fax
www.v-engineers.com

PREPARED FOR:
RICHARD BISAGA
9700 IVY AVENUE
ST. JOHN, IN 46373
708-935-3465

PROJECT NO. 11085
GROUP NO. VP10.1
SCALE: 1"=50'
DATE: 08-02-16

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