

2017 002807

LAKE COUNTY  
FILED FOR RECORD

2017 JAN 17 AM 9:49

MICHAEL B. BROWN  
RECORDER

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
Northern Indiana Public Service Company  
Attn: Suzanne Kizior  
801 E 86<sup>th</sup> 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 Special Warranty Deed dated October 12, 2016 and recorded October 26, 2016, in the Office of the Recorder for Lake County, Indiana, as Document No. 2016 071933.

EASEMENT FOR ELECTRIC AND GAS FACILITIES

FILED

JAN 10 2017

EASEMENT#40459

Document is  
NOT OFFICIAL  
LAKE COUNTY  
JOHN PETALAS  
LAKE COUNTY ADJUTANT

THIS EASEMENT FOR ELECTRIC AND GAS FACILITIES (this "Easement") is granted by Merrillville Retail Management LLC, a Michigan limited liability company, whose address is 30200 Telegraph Road, Suite 205, Bingham Farms, Michigan 48025 ("Grantor") in favor of Northern Indiana Public Service Company, an Indiana corporation, with its principle place of business located at 801 E. 86<sup>th</sup> 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"):

- 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, 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

NO SALES DISCLOSURE NEEDED

Approved Assessor's Office

By: TT

30000

1000

010194

\$20.00  
M.E.

#1020

# PROPOSED EASEMENT EXHIBIT: A

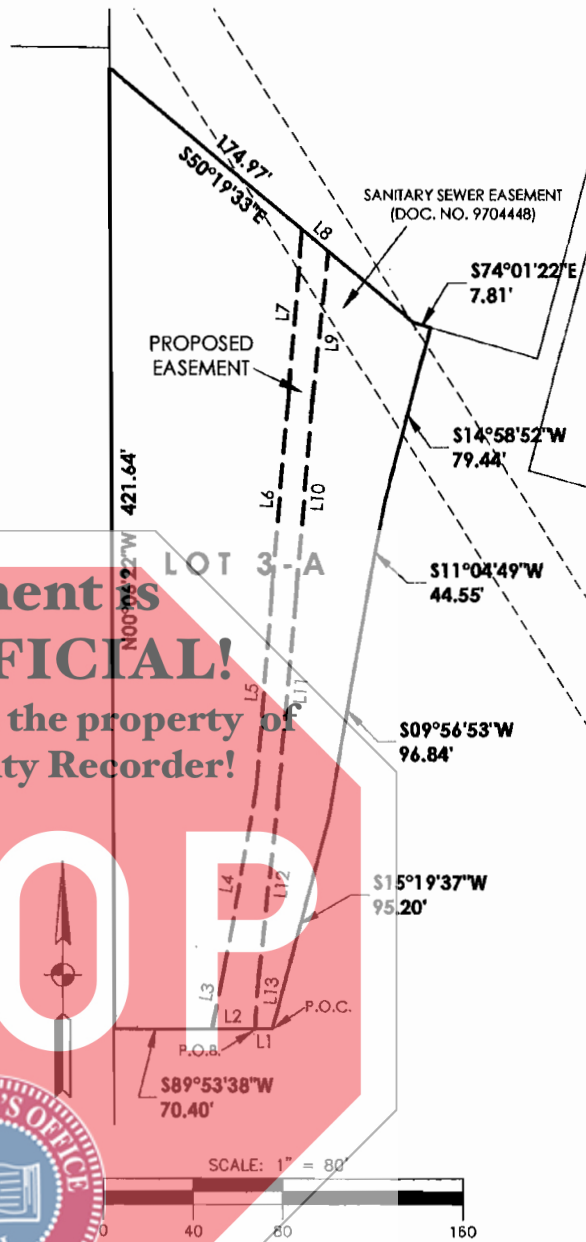
PART OF LOT 3-A, RESUBDIVISION  
OF LOT 3 OF THE MEIJER PLAT,  
MERRILLVILLE, LAKE COUNTY, INDIANA

DESCRIPTION:

A PARCEL OF LAND WITHIN LOT 3-A OF RESUBDIVISION OF LOT 3 OF THE MEIJER PLAT, A SUBDIVISION IN THE TOWN OF MERRILLVILLE, INDIANA, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 107, PAGE 70 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, SAID PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT; THENCE SOUTH 89°53'38" WEST, ALONG THE SOUTH LINE OF SAID LOT, 7.81 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°53'38" WEST, ALONG SAID SOUTH LINE, 19.00 FEET, THENCE NORTH 11°44'48" EAST, 25.74; THENCE NORTH 10°23'15" EAST, 81.80 FEET; THENCE NORTH 04°47'22" EAST, 87.83 FEET; THENCE NORTH 05°00'51" EAST, 84.45 FEET; THENCE NORTH 04°56'04" EAST, 73.67 FEET TO THE NORTH LINE OF SAID LOT; THENCE SOUTH 50°19'33" EAST, ALONG SAID NORTH LINE, 15.17 FEET; THENCE SOUTH 06°25'31" WEST, 65.41 FEET; THENCE SOUTH 05°01'06" WEST, 84.25 FEET; THENCE SOUTH 05°16'16" WEST, 88.08 FEET; THENCE SOUTH 06°22'43" WEST, 23.63 FEET TO THE POINT OF BEGINNING, CONTAINING 0.09 ACRES, MORE OR LESS.

SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.



LINE DATA TABLE		
LINE #	LENGTH	BEARING
L1	7.81'	S89°53'38"W
L2	19.00'	S89°53'38"W
L3	25.74'	N11°44'48"E
L4	81.80'	N10°23'15"E
L5	87.83'	N4°47'22"E
L6	84.45'	N5°00'51"E
L7	73.67'	N4°56'04"E
L8	15.17'	S50°19'33"E
L9	65.41'	S6°25'31"W
L10	84.25'	S5°01'06"W
L11	88.08'	S5°16'16"W
L12	81.30'	S6°22'43"W
L13	23.63'	S4°37'24"W



1325 South Lake Park Avenue Hobart, IN 46342  
219.947.2568

17 North Washington Street Valparaiso, IN 46383  
219.850.4624

abonmarche.com

COPYRIGHT 2016 - ABONMARCHÉ CONSULTANTS, INC.

Battle Creek  
Benton Harbor  
Manstee  
South Haven

Goshen  
Hobart  
Lafayette  
South Bend  
Valparaiso

Engineering · Architecture · Land Surveying

DATE: 12/09/2016 ACI JOB #: 16-1159

SHT: 1 of 1

COPYRIGHT 2016 - ABONMARCHÉ CONSULTANTS, INC.

and other appurtenances and equipment, together with valves, service lines, 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 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 and shown on Exhibit A attached hereto and incorporated herein (the “Easement Area”).

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 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.

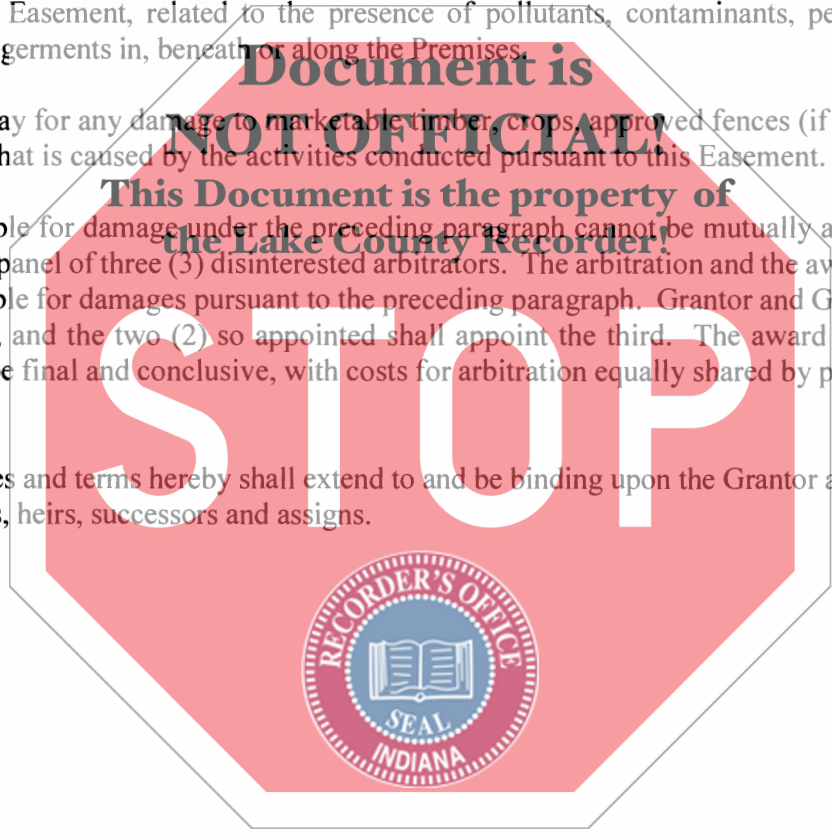
With regard to the Easement Area, Grantor will assume all risk, liability, loss, cost, damage, or expense for any and all pollutants, contaminants, petroleum, hazardous substances and endangerments on or under the Premises, except those which result from Grantee's use of and activities on the Premises.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



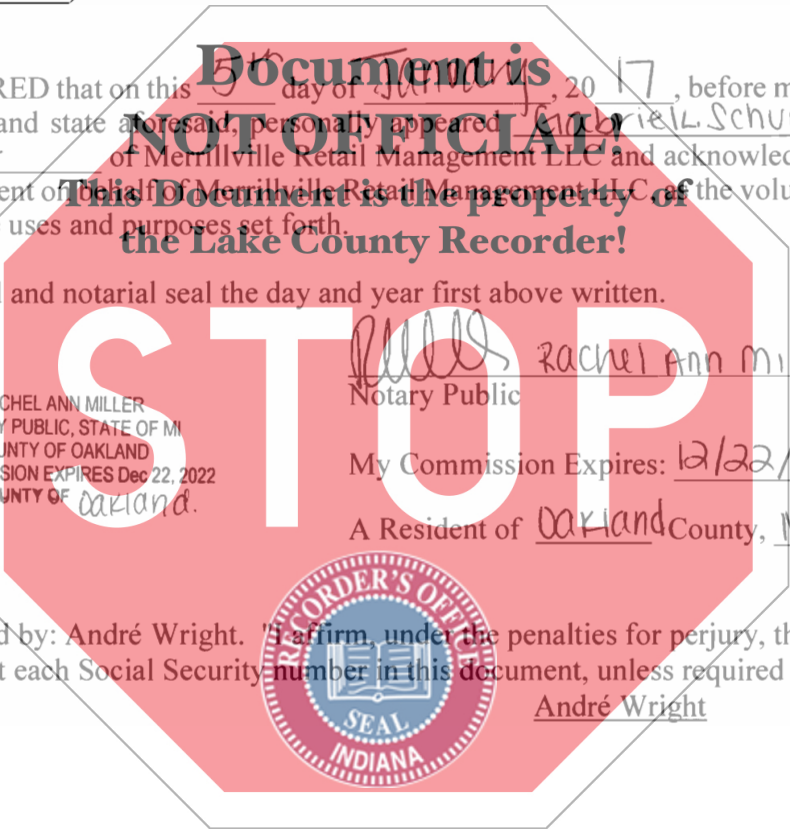
IN WITNESS WHEREOF, the Grantor has duly executed this Easement this 5<sup>th</sup> day of January, 20 17.

**MERRILLVILLE RETAIL MANAGEMENT LLC**

By: [Signature]  
Printed Name: Gabriel V. Schuchman  
Title: authorized agent

STATE OF Michigan )  
COUNTY OF Oakland ) SS.

BE IT REMEMBERED that on this 5<sup>th</sup> day of January, 20 17, before me, a Notary Public in and for said county and state aforesaid, personally appeared Gabriel V. Schuchman, Authorized Agent of Merrillville Retail Management LLC and acknowledged the execution of the foregoing instrument of the voluntary act and deed of said company, for the uses and purposes set forth.



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

(SEAL)

RACHEL ANN MILLER  
NOTARY PUBLIC, STATE OF MI.  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Dec 22, 2022  
ACTING IN COUNTY OF Oakland.

[Signature] Rachel Ann Miller  
Notary Public  
My Commission Expires: 12/22/2022  
A Resident of Oakland County, Michigan

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

