

2017 043331

2017 JUL 14 AM 11:06

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 Quit-Claim Deed recorded in the Office of the Recorder for Lake County, Indiana, as Document No. 2013-087791, on November 25, 2013.

EASEMENT FOR ELECTRIC FACILITIES

EASEMENT # 40576-1

THIS EASEMENT FOR ELECTRIC FACILITIES (this "Easement") is granted by **Hoosier Hotel Properties II, LLC**, and Indiana Limited Liability Company whose address is 3963 Rivers Run Drive, Lewis Center, Ohio 43035 ("Grantor") in favor of Northern Indiana Public Service Company, an Indiana corporation, with its principal 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 and poles 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 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, 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;
3. perform pre-construction work;

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JUL 14 2017

JOHN E. PETALAS
LAKE COUNTY AUDITOR

Ⓢ 25.00
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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 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.

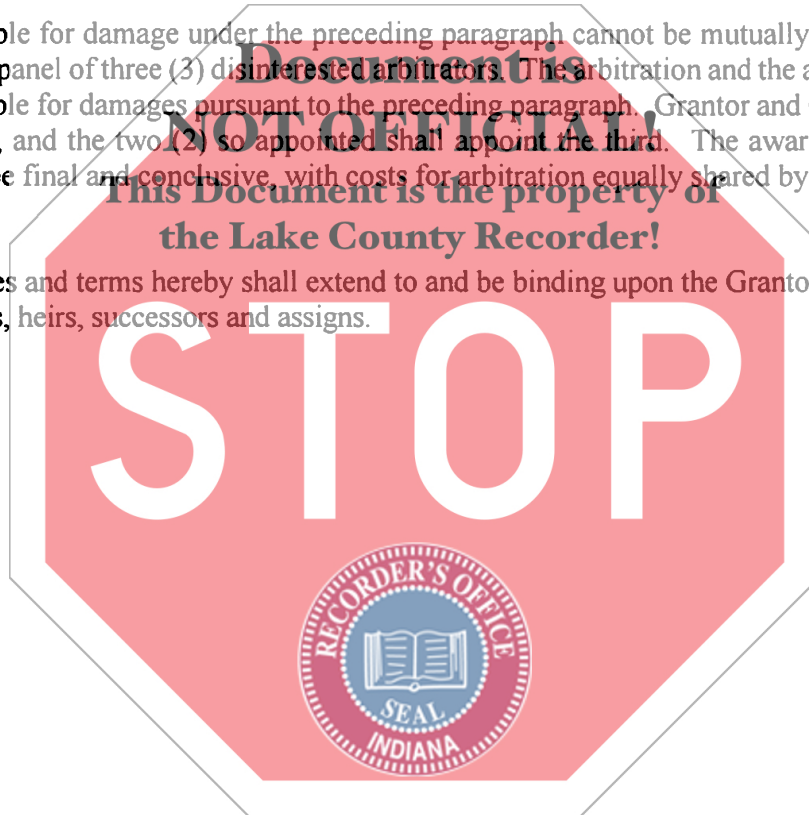
Grantor and Grantee agree that, except to the extent caused by the acts or omissions of the Grantee or its representatives and contractors, the Grantee shall not be liable for, and is hereby released from, any and all

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.



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IN WITNESS WHEREOF, the Grantor has duly executed this Easement this 13 day of July, 2017.

Hoosier Hotel Properties II, LLC

Amit Shah
Signature

Printed Name: Amit SHAH



STATE OF INDIANA)
COUNTY OF Lake)

This Document is the property of the Lake County Recorder!

BE IT REMEMBERED that on this 13th day of July, 2017, before me, a Notary Public in and for said county and state aforesaid, personally appeared Amit Shah, of Hoosier Hotel Properties II, LLC and acknowledged the execution of the foregoing instrument as 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.

M. Salinas
Notary Public

MARLANA SALINAS
Printed Name



My Commission Expires 12/28/2019

A Resident of Lake County, Indiana

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
Easement Number 40576-1

DESCRIPTION

An easement of land located in Lot 2 in the Resubdivision of Lot 3, First Resubdivision of Parcel 4 Westlake Plaza, Town of Merrillville, in the Southeast Quarter of Section 22, Township 35 North, Range 8 West, Ross Township, Lake County, Indiana, more particularly described as follows:

Commencing at a found rebar and Hendricks I.D. cap marking the Southwest corner of Lot 2, Resubdivision of Lot 3, First Resubdivision of Parcel 4 Westlake Plaza, Town of Merrillville, Lake County, Indiana as per plat thereof, recorded in Plat Book 103, page 51, in the office of the Recorder of Lake County, Indiana; thence North 89 degrees 51 minutes 07 seconds West (N 89°51'07" W), a distance of thirty and 37/100 feet (30.37') along the Northerly Right of Way of 84th Place and the Southerly line of Lot 1; thence North 06 degrees 35 minutes 09 seconds East (N 06°35'09" E), a distance of two hundred sixty one and 68/100 feet (261.68') to the POINT OF BEGINNING; thence North 06 degrees 35 minutes 09 seconds East (N 06°35'09" E), a distance of one hundred twelve and 79/100 feet (112.79'); thence North (N 00°00'00" E), a distance of two hundred fourteen and 89/100 feet (214.89'); thence East (N 90°00'00" E), a distance of forty seven and 1/100 feet (47.01'); thence South 00 degrees 57 minutes 49 seconds West (S 00°57'49" W), a distance of ten feet (10.00'); thence West (S 90°00'00" W), a distance of thirty six and 85/100 feet (36.85'); thence South (S 00°00'00" E), a distance of two hundred five and 47/100 feet (205.47'); thence South 06 degrees 35 minutes 09 seconds West (S 06°35'09" W), a distance of one hundred ninety eight and 94/100 feet (198.94'); thence North 00 degrees 04 minutes 45 seconds West (N 00°04'45" W), a distance of eighty six and 16/100 feet (86.16') along the Westerly line of Lot 2 to the POINT OF BEGINNING containing 0.99 acres.

Parcel ID Number: 45-12-22-477-008.000-030

C.H.A.A.P.C. Charles Hendricks & Associates P.C.

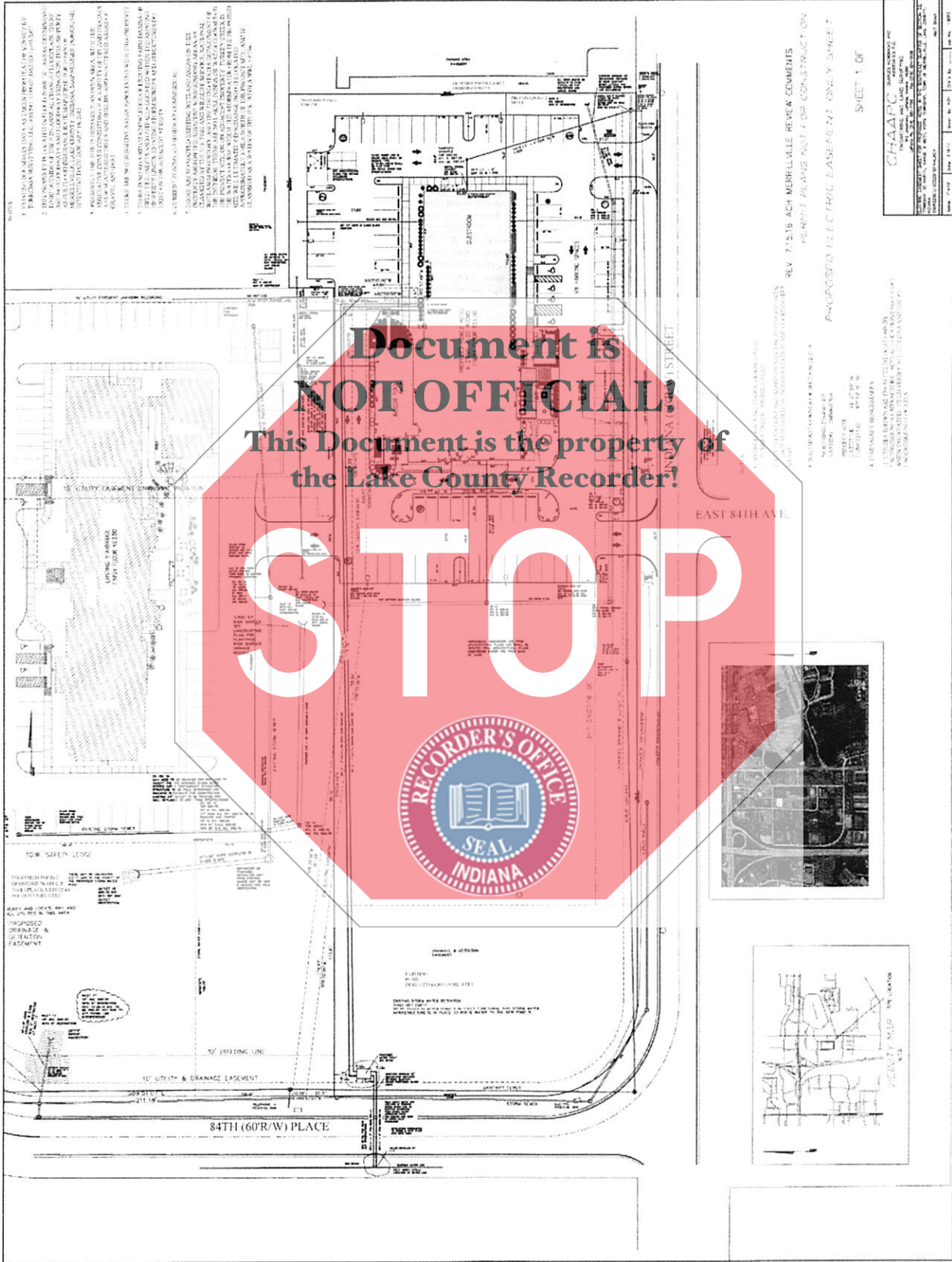
Engineering & Surveying

512 Lincolnway, La Porte, Indiana 46350 Phone (219) 326-1750

Fax (219) 324-5158

EXHIBIT "B"

#40576-1



Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

STOP



NOTES:
1. THIS DRAWING IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND EASEMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EASEMENTS AND PERMITS.
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REV. 7/2015 ACH MERRILLE REVIEW COMMENTS
REVISIONS
PROPOSED ELECTRIC EASEMENT ONLY SHEET
SHEET 1 OF 1
CHAAPC
CHAS. H. ANDERSON ARCHITECTS AND ENGINEERS, INC.
1000 N. WASHINGTON ST., SUITE 200
MARIETTA, GA 30067
PH: 770.427.1111 FAX: 770.427.1112
WWW.CHAAPC.COM

