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2017 043371

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 JUL 14 PM 1:40

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 in Lieu of Foreclosure dated August 14, 2013, and recorded in the Office of the Recorder for Lake County, Indiana, as Document No. 2013-080761, on October 31, 2013.

EASEMENT FOR ELECTRIC FACILITIES

EASEMENT # 40484

NOT OFFICIAL!

This Document is the property of
the Lake County Recorder

THIS EASEMENT FOR ELECTRIC FACILITIES (this "Easement") is granted by IP-TL Century Plaza, LLC, a Delaware limited liability company, whose address is One E Oak Hill Drive, Suite 302, Westmont, Illinois 60559 ("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 a non-exclusive easement for the purpose of performing the following under, upon, on, over, across and through the Easement Area (as defined below), which is located on Grantor's property located in Lake County, Indiana:

1. install, construct, maintain, operate, repair, replace, renew and remove underground ducts and conduits, underground wires, cables, conductors, manholes and other necessary underground 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;
4. ingress to and egress from the Easement Area by means of the existing public roads and that portion of Grantor's property designated as "Ingress/Egress" on Exhibit A attached hereto and

JUL 14 2017

JOHN E. PETALAS
LAKE COUNTY AUDITOR

025571

\$25.00

✓ # 5582

JAS

incorporated herein;

5. exercise all other rights reasonably necessary 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 depicted on Exhibit A (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 the 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 without Grantee's consent. Grantor will not engage in, and will not permit, the dumping of refuse or waste, or the storage of any materials of any kind in the Easement Area. 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 or weather conditions.

The Grantee will promptly 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 directly 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.

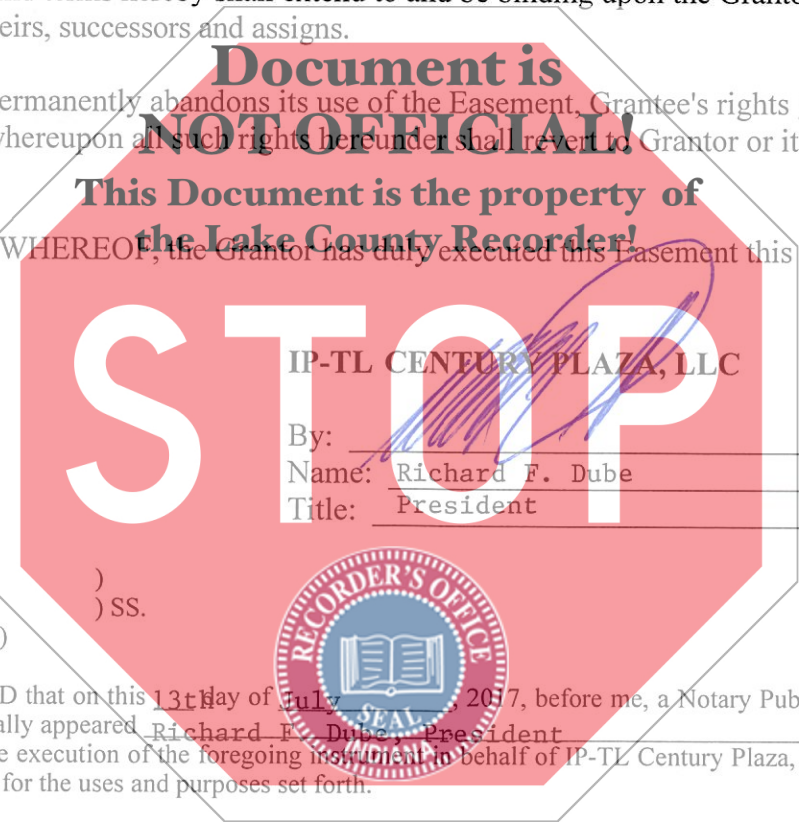
Grantor and Grantee agree that, except to the extent caused by the acts or omissions of the Grantee or its representatives and contractors, the Grantee shall not be liable for, and is hereby released from, any and all claims, damages, losses, judgments, suits, actions and liabilities, whether arising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

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 the event Grantee permanently abandons its use of the Easement, Grantee's rights granted herein shall cease and terminate, whereupon all such rights hereunder shall revert to Grantor or its successors or assigns.



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

IP-TL CENTURY PLAZA, LLC

By: _____
Name: Richard F. Dube
Title: President

WS

STATE OF Illinois)
) SS.
COUNTY OF DuPage)

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 Richard F. Dube, President of IP-TL Century Plaza, LLC and acknowledged the execution of the foregoing instrument in behalf of IP-TL Century Plaza, LLC 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.

Leslie Sanderson (SEAL)
Notary Public
Leslie Sanderson
Printed Name

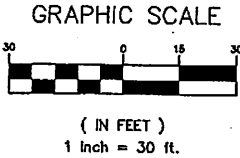


My Commission Expires 1/30/2020

A Resident of DuPage County, ~~Indiana~~ Illinois

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



Joseph A. Schudt & Associates

8455 ENTERPRISE DRIVE MOKENA, IL 60448
PHONE: 708-720-1000 FAX: 708-720-1085
e-mail: survey@jaseng.com http://www.jaseng.com

CIVIL ENGINEERING LAND SURVEYING ENVIRONMENTAL LAND PLANNING GPS SERVICES

EASEMENT EXHIBIT

COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA; THENCE PROCEED SOUTH 00°18'23" EAST ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22-35-8, A DISTANCE OF 191.02 FEET TO THE NORTHEAST CORNER OF TRACT 18 AS DEPICTED IN THE FOURTH AMENDMENT TO CENTURY PLAZA IN THE TOWN OF MERRILLVILLE, ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 00°18'23" EAST ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22-35-8, ALSO BEING THE EAST LINE OF TRACT 18, A DISTANCE OF 10.00 FEET; THENCE DEPARTING SAID LINE PROCEED SOUTH 87°37'07" WEST PARALLEL TO THE NORTH LINE OF TRACT 18, A DISTANCE OF 135.02 FEET; THENCE NORTH 00°18'23" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 87°37'07" EAST A DISTANCE OF 24.55 FEET; TO A POINT ON THE NORTH LINE OF TRACT 18 AND A POINT OF TANGENCY OF A CURVE; THENCE PROCEED ALONG THE NORTH LINE OF TRACT 18, NORTH 87°37'07" EAST A DISTANCE OF 110.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,352 SQ. FT. MORE OR LESS

EAST 81st AVENUE (U. S. ROUTE 30)

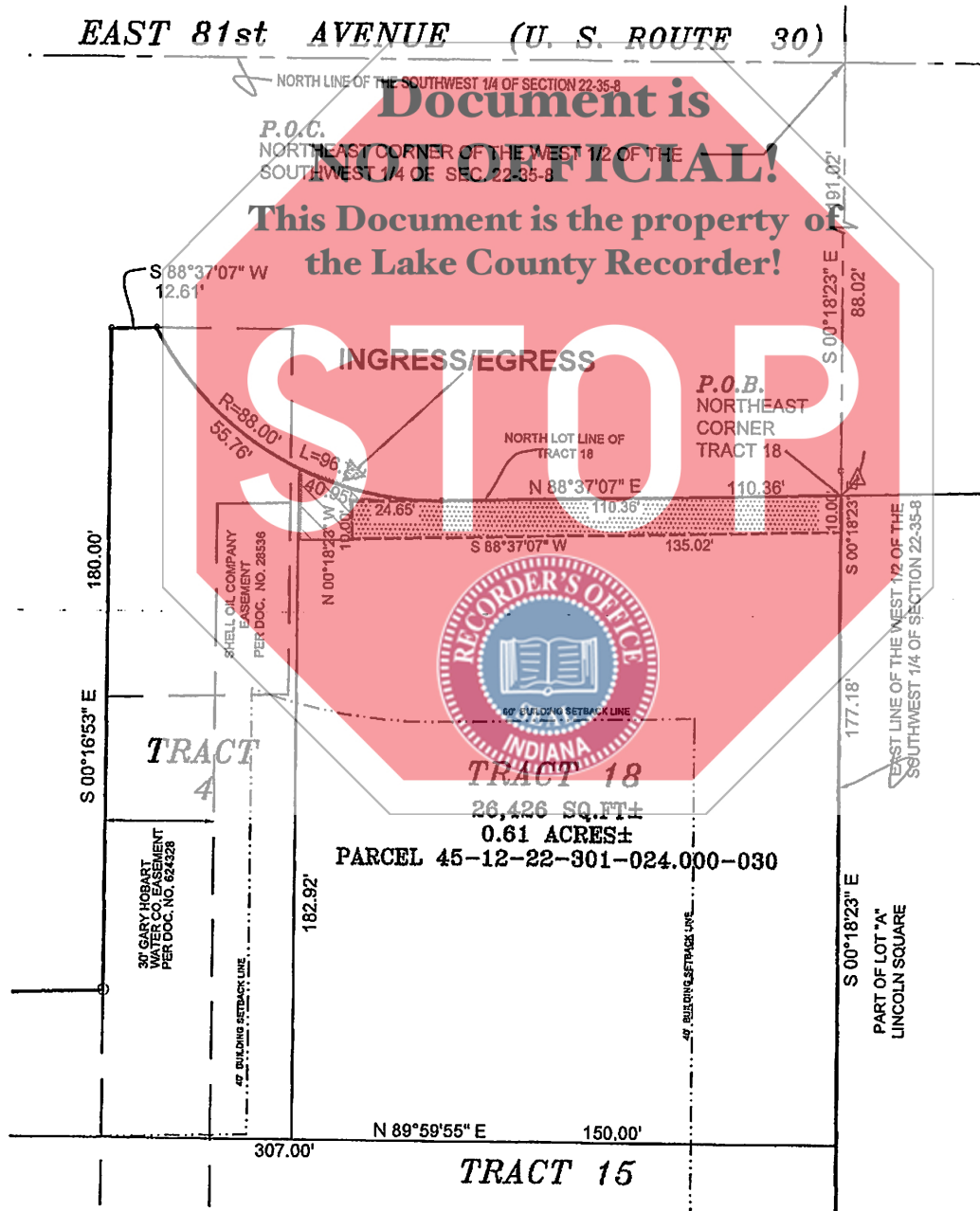


EXHIBIT "A"

ORDERED BY: TRI-LAND PROPERTIES, INC.
 ADDRESS: CENTURY PLAZA - TRACT 18
MERRILLVILLE, INDIANA
 ORDER NO.: 08-003-010 J