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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2017 048833

2017 AUG -4 PM 1:06

MICHAEL B. BROWN  
RECORDER

**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 dated April 21, 2015, and recorded in the Office of the Recorder for Lake County, Indiana, as Document No. 2015 026330, on May 1, 2015.

**EASEMENT FOR ELECTRIC FACILITIES**

EASEMENT # 40594

THIS EASEMENT FOR ELECTRIC FACILITIES (this "Easement") is granted by James A. and Elizabeth M. Marker, whose address is 342 Canterbury Road, Griffith, IN 46319 ("Grantors") in favor of Northern Indiana Public Service Company, an Indiana corporation, with its principal place of business located at 801 E. 86<sup>th</sup> Avenue, Merrillville, Indiana 46410 ("Grantee").

Document is NOT OFFICIAL!

In consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby grant 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;
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 Grantors may use and enjoy the Easement Area, to the extent such use and enjoyment does not interfere with Grantee's rights under this Easement. Grantors shall not construct or permit to be constructed or place any structure, including but not limited to, mobile homes, and approved 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

NO SALES DISCLOSURE NEEDED

FILED  
AUG 04 2017  
JOHN E. PETALAS  
LAKE COUNTY AUDITOR

026096

Approved Assessor's Office

By: T.S. cash \$25.00 JB

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. Grantors will not change the depth of cover or conduct grading operations within the Easement Area. Grantors will not engage in, and will not permit, the dumping of refuse or waste, or the storage of any materials of any kind. Grantors will not engage in, and will not permit, the operation of any heavy machinery or equipment over the Easement Area. Grantors 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, Grantors 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 Grantors 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.

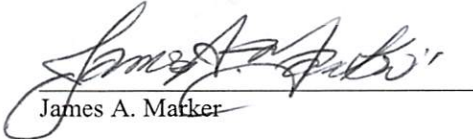
Grantors and Grantee agree that, except to the extent caused by the acts or omissions of the Grantee or its representatives and contractors, the Grantee shall not be liable for, and is hereby released from, any and all claims, damages, losses, judgments, suits, actions and liabilities, whether arising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

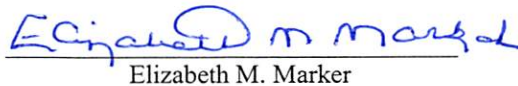
Grantee agrees to pay for any damage to marketable timber, crops, approved fences (if any) and approved tile drains (if any) that is caused by the activities conducted pursuant to this Easement.

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. Grantors 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 Grantors and the Grantee and their representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the Grantors have duly executed this Easement this 20<sup>th</sup> day of July, 2017.

  
James A. Marker

  
Elizabeth M. Marker

STATE OF INDIANA )  
 ) SS.  
COUNTY OF LAKE )

BE IT REMEMBERED that on this 20<sup>th</sup> day of July, 2017, before me, a Notary Public in and for said county and state aforesaid, personally appeared James A. Marker, and acknowledged the execution of the foregoing instrument as his voluntary act and deed for the uses and purposes set forth.

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

Print Name PATRICIA K LOCASCIO  
Patricia K Locascio (SEAL)  
Notary Public

My Commission Expires 8/11/24

PATRICIA K LOCASCIO  
Seal  
Notary Public - State of Indiana  
Lake County  
My Commission Expires Aug 11, 2024



STATE OF INDIANA )  
 ) SS.  
COUNTY OF LAKE )

BE IT REMEMBERED that on this 20<sup>th</sup> day of July, 2017, before me, a Notary Public in and for said county and state aforesaid, personally appeared Elizabeth M. Marker, and acknowledged the execution of the foregoing instrument as her voluntary act and deed for the uses and purposes set forth.

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

Print Name PATRICIA K LOCASCIO  
Patricia K Locascio (SEAL)  
Notary Public

PATRICIA K LOCASCIO  
Seal  
Notary Public - State of Indiana  
Lake County  
My Commission Expires Aug 11, 2024

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

**Legal Description of the Easement Area**

**EXHIBIT A**

**Lot Numbered 17 in Countryside Estates, Unit One, to the Town of Griffith, as per plat thereof, recorded in Plat Book 67, page 8 and corrected in Plat Book 67 page 14 in the Office of the Recorder of Lake County, Indiana.**



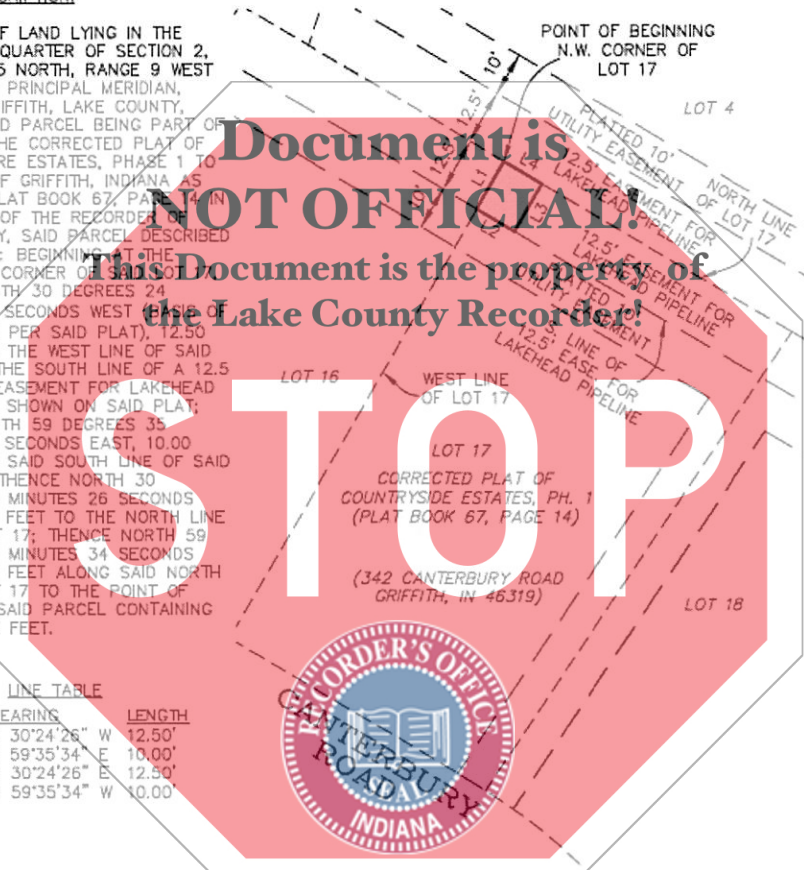


Exhibit B  
**Depiction of the Easement Area**

**EXHIBIT**

**PARCEL DESCRIPTION:**

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, TOWN OF GRIFFITH, LAKE COUNTY, INDIANA, SAID PARCEL BEING PART OF LOT 17 IN THE CORRECTED PLAT OF COUNTRYSIDE ESTATES, PHASE 1 TO THE TOWN OF GRIFFITH, INDIANA AS SHOWN IN PLAT BOOK 67, PAGE 14 IN THE OFFICE OF THE RECORDER OF SAID COUNTY, SAID PARCEL DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 17; THENCE SOUTH 30 DEGREES 24 MINUTES 26 SECONDS WEST (AS PER SAID PLAT), 12.50 FEET ALONG THE WEST LINE OF SAID LOT 17 TO THE SOUTH LINE OF A 12.5 FOOT WIDE EASEMENT FOR LAKEHEAD PIPELINE AS SHOWN ON SAID PLAT; THENCE SOUTH 59 DEGREES 35 MINUTES 34 SECONDS EAST, 10.00 FEET ALONG SAID SOUTH LINE OF SAID EASEMENT; THENCE NORTH 30 DEGREES 24 MINUTES 26 SECONDS EAST, 12.50 FEET TO THE NORTH LINE OF SAID LOT 17; THENCE NORTH 59 DEGREES 35 MINUTES 34 SECONDS WEST, 10.00 FEET ALONG SAID NORTH LINE OF LOT 17 TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 125 SQUARE FEET.



**LINE TABLE**

LINE	BEARING	LENGTH
L1	S 30°24'26" W	12.50'
L2	S 59°35'34" E	10.00'
L3	N 30°24'26" E	12.50'
L4	N 59°35'34" W	10.00'

**GRANTORS:**  
 TAX ID. 45-11-02-301-017.000-006  
 JAMES A. & ELIZABETH M. MARKER  
 QUIT-CLAIM DEED  
 DOC. NO. 2015 026330  
 REC. 5/1/15

THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, OR A SURVEYOR LOCATION REPORT.

Reference Name: PRIMERA/NIPSCO  
 Survey Job No: 517598  
 Drawn By: G.B.  
 Date: 7/13/17  
 /17598/17598.DWG  
 Sec. 2-35-9  
 LAKE COUNTY, IN



*Glen E. Boren*  
 0' 15' 30'  
 SCALE: 1" = 30'



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