

2017 057895

2017 AUG 25 PM 2:19

MICHAEL B. BRONKHORST  
RECORDER

4  
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 Plat of Dedication and Grant of Easement recorded in the Office of the Recorder for Lake County, Indiana, as Document No. 619051 in Plat Book 52, Page 84, on February 25, 1981.

**EASEMENT FOR ELECTRIC FACILITIES**

**EASEMENT # 40551**

**Document is NOT OFFICIAL!**  
**This Document is the property of the Lake County Recorder**  
THIS EASEMENT FOR ELECTRIC FACILITIES (this "Easement") is granted by the Town of Munster, whose address is 1005 Ridge Road, Munster, Indiana 46321 ("Grantor") 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").

**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;

**FILED**

AUG 25 2017

JOHN E. PETALAS  
LAKE COUNTY AUDITOR  
031467

NO SALES DISCLOSURE NEEDED

Approved Assessor's Office

By: 

25.  
CASH  
10

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 depicted 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.

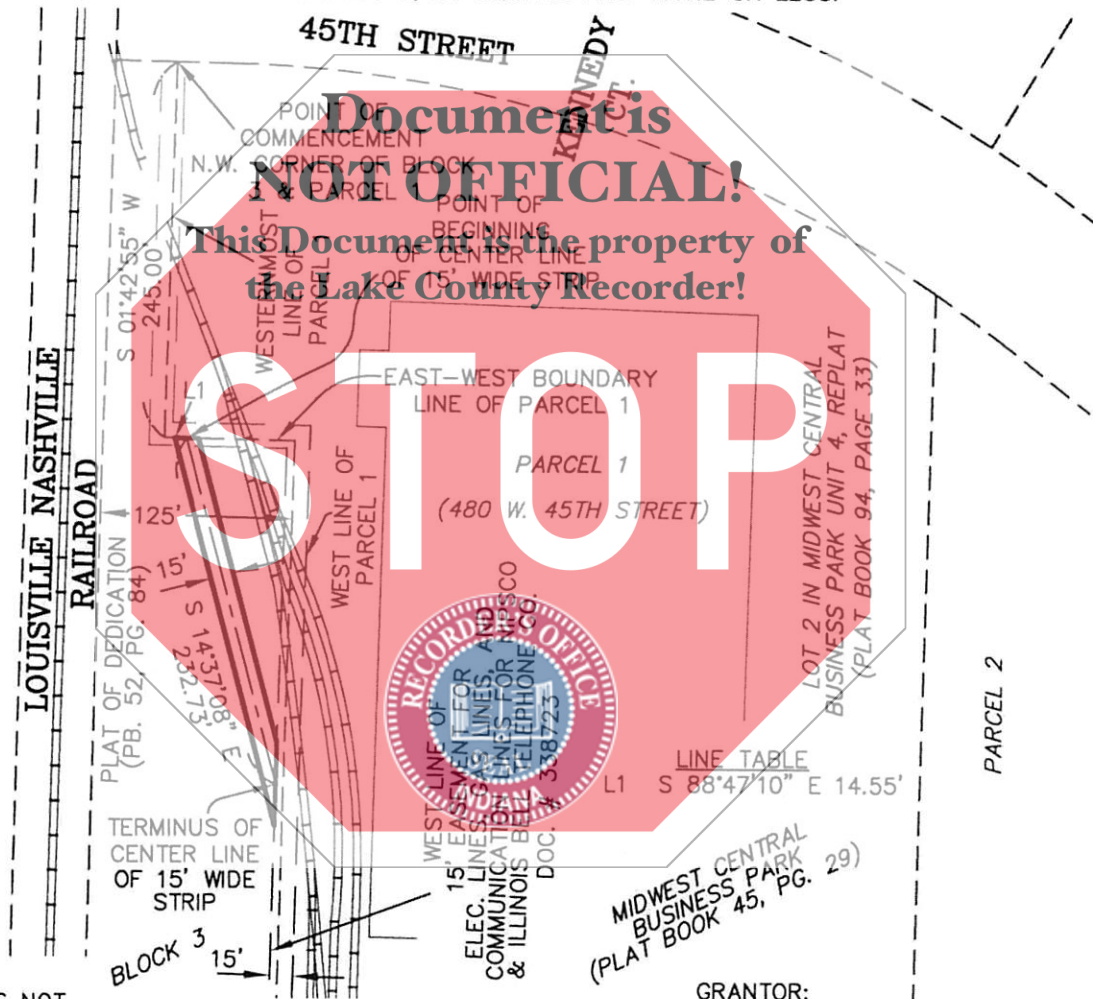
Grantor and Grantee agree that, except to the extent caused by the acts or omissions of the Grantee or its representatives and contractors, the Grantee shall not be liable for, and is hereby released from, any and all claims, damages, losses, judgments, suits, actions and liabilities, whether arising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



# EXHIBIT

**PARCEL DESCRIPTION:**

A 15 FOOT WIDE STRIP OF LAND LYING IN THE EAST HALF OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 10 WEST OF THE 2ND PRINCIPAL MERIDIAN, SAID STRIP BEING PART OF PARCEL A SHOWN ON A PLAT OF DEDICATION AND GRANT OF EASEMENT SHOWN IN PLAT BOOK 52, PAGE 84 IN THE OFFICE OF THE RECORDER OF SAID COUNTY, SAID STRIP ALSO BEING PART OF BLOCK 3 IN MIDWEST CENTRAL BUSINESS PARK AS SHOWN IN PLAT BOOK 45, PAGE 29 IN SAID RECORDER'S OFFICE, THE CENTER LINE OF SAID STRIP DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 3 ALSO BEING THE NORTHWEST CORNER OF PARCEL 1 AS SHOWN IN LOT 2 MIDWEST CENTRAL BUSINESS PARK UNIT 4, REPLAT TO THE TOWN OF MUNSTER, AS SHOWN IN PLAT BOOK 94, PAGE 33, IN SAID RECORDER'S OFFICE, THENCE SOUTH 01 DEGREES 42 MINUTES 55 SECONDS WEST, 245.00 FEET ALONG THE WESTERNMOST LINE OF SAID PARCEL 1 TO AN EAST-WEST BOUNDARY LINE OF SAID PARCEL 1; THENCE SOUTH 88 DEGREES 47 MINUTES 10 SECONDS EAST, 14.55 FEET ALONG SAID EAST-WEST BOUNDARY LINE TO THE POINT OF BEGINNING OF SAID CENTER LINE; THENCE SOUTH 14 DEGREES 37 MINUTES 08 SECONDS EAST, 232.73 FEET TO THE WEST LINE OF A 15 FOOT WIDE EASEMENT GRANTED TO NORTHERN INDIANA PUBLIC SERVICE COMPANY AND ILLINOIS BELL TELEPHONE COMPANY RECORDED IN DOCUMENT NUMBER 338723 IN SAID RECORDER'S OFFICE AND THE TERMINUS OF SAID CENTER LINE, SIDELINES OF SAID STRIP TO BE EXTENDED OR SHORTENED TO TERMINATE ON THE NORTH AT SAID EAST-WEST BOUNDARY LINE AND ON THE SOUTH AT SAID WEST LINE OF SAID EASEMENT, SAID STRIP CONTAINING 3,491 SQUARE FEET MORE OR LESS.



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

Reference Name: NIPSCO  
 Survey Job No: S16344  
 Scale: 1"=120'  
 Drawn By: G.B.  
 Date: 4/28/17  
 /16344/Easements.DWG  
 Sec. 25-36-10

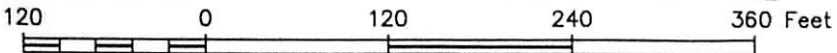


*Glen E. Boren*

**GRANTOR:**  
 TAX ID. 45-06-25-451-001.000-027  
 TOWN OF MUNSTER  
 PLAT OF DEDICATION  
 DOC. NO. 619051  
 PLAT BOOK 52, PG. 84  
 REC. 2/25/81



DVG Team Inc.  
 1155 Troutwine Road  
 Crown Point, IN 46307  
 Phone:(219) 662-7710  
 Fax:(219) 662-2740  
 www.dvgteam.com



IN WITNESS WHEREOF, the Grantor has duly executed this Easement this 1 day of August, 2017.

TOWN OF MUNSTER

Dustin Anderson

Signature

Printed Name: Dustin Anderson

Title: Town Manager

**Document is NOT OFFICIAL!**

STATE OF INDIANA

**This Document is the property of the Lake County Recorder!**

COUNTY OF LAKE

BE IT REMEMBERED that on this 1 day of August, 2017, before me, a Notary Public in and for said county and state aforesaid, personally appeared DUSTIN ANDERSON, of the Town of Munster and acknowledged the execution of the foregoing instrument as the voluntary act and deed of said Town of Munster, for the uses and purposes set forth.

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

Cynthia Ann... Kear  
Notary Public

Notary Public

Cynthia Ann... Amenote Payne  
Printed Name

My Commission Expires April 2027

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