

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

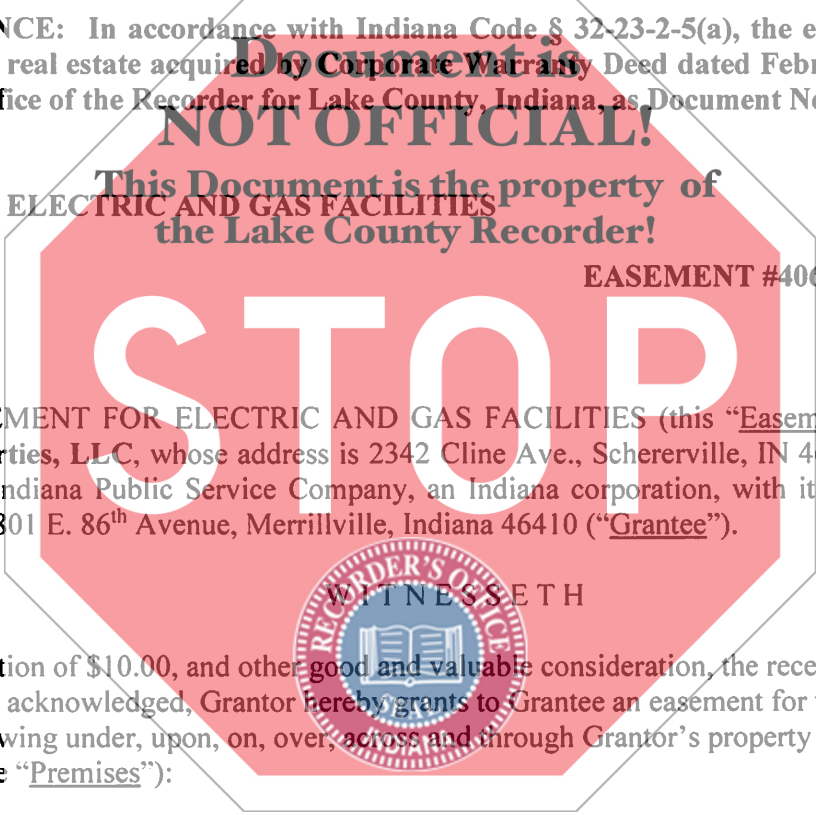
2017 068337

2017 OCT 10 AM 8:49

MICHAEL B. BROWN
RECORDER

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**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 Corporate Warranty Deed dated February 24, 2005 and recorded in the Office of the Recorder for Lake County, Indiana, as Document No. 2005035966.



EASEMENT FOR ELECTRIC AND GAS FACILITIES
EASEMENT #40641

THIS EASEMENT FOR ELECTRIC AND GAS FACILITIES (this "Easement") is granted by **Buffaloville Properties, LLC**, whose address is 2342 Cline Ave., Schererville, IN 46375 ("Grantor") in favor of Northern Indiana Public Service Company, an Indiana corporation, with its principle 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 (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 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

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JOHN E. PETALAS
LAKE COUNTY AUDITOR

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 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 to the term of this Easement, related to the presence of pollutants, contaminants, petroleum, hazardous substances or endangerments on or under 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 9th day of October, 2017.

BUFFALOVILLE PROPERTIES, LLC

By: 
Name: ALAN D. KRYGIEL
Title: PRESIDENT

STATE OF INDIANA)
) SS.
COUNTY OF LAKE)

BE IT REMEMBERED that on this 9th day of October, 2017, before me, a Notary Public in and for said county and state aforesaid, personally appeared Alan Krygiel, President of Buffaloville Properties, LLC and acknowledged the execution of the foregoing instrument in behalf of said limited liability company as their 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 CARRIE SUE BESCH
Carr S Besch
Notary Public (SEAL)

My Commission Expires 2/23/2022 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

CARRIE SUE BESCH
Notary Public, State of Indiana
SEAL
My Commission Expires 2/23/2022

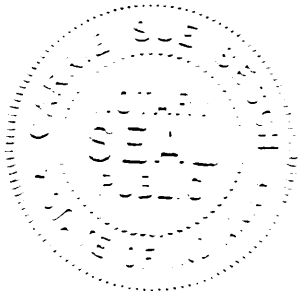
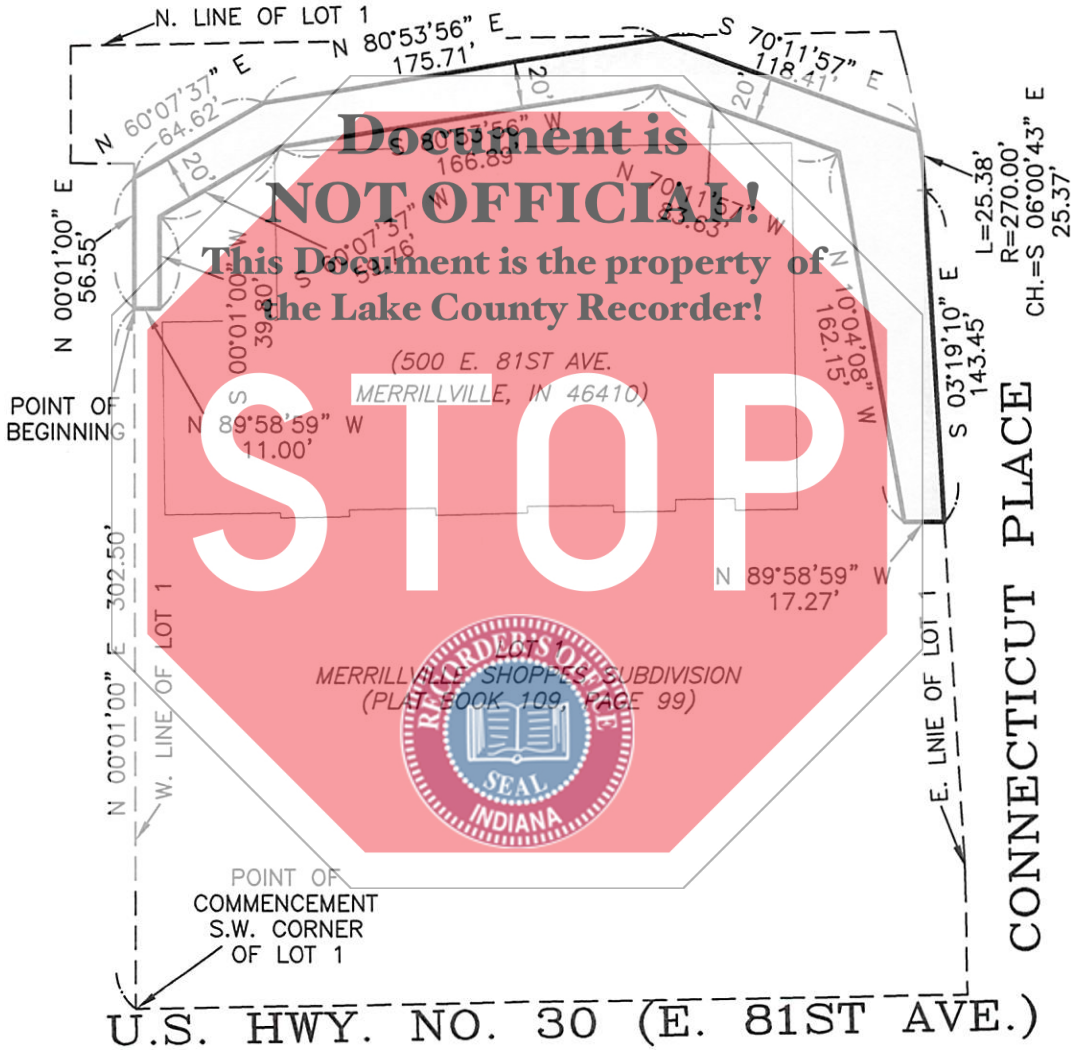


EXHIBIT "A"

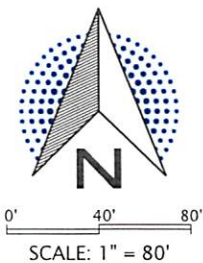
PARCEL DESCRIPTION:

AN IRREGULARLY SHAPED PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, SAID PARCEL BEING PART OF LOT 1 IN MERRILLVILLE SHOPPES SUBDIVISION AS SHOWN IN PLAT BOOK 109, PAGE 99 IN THE RECORDER'S OFFICE OF SAID COUNTY, SAID PARCEL DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1, THENCE NORTH 00 DEGREES 01 MINUTES 00 SECONDS EAST (BASIS OF BEARINGS IS PER SAID SUBDIVISION PLAT), 302.50 FEET ALONG THE WEST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 01 MINUTES 00 SECONDS EAST, 56.55 FEET ALONG SAID WEST LINE; THENCE NORTH 60 DEGREES 07 MINUTES 37 SECONDS EAST, 64.62 FEET; THENCE NORTH 80 DEGREES 53 MINUTES 56 SECONDS EAST, 175.71 FEET; THENCE SOUTH 70 DEGREES 11 MINUTES 57 SECONDS EAST, 118.41 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 270.00 FEET AND A CHORD THAT BEARS SOUTH 06 DEGREES 00 MINUTES 43 SECONDS EAST, 25.37 FEET; THENCE SOUTH 25.38 FEET ALONG SAID CURVE, ALSO BEING THE EAST LINE OF SAID LOT 1; THENCE SOUTH 03 DEGREES 19 MINUTES 10 SECONDS EAST, 143.45 FEET ALONG THE EAST LINE OF SAID LOT 1; THENCE NORTH 89 DEGREES 58 MINUTES 59 SECONDS WEST, 17.27 FEET; THENCE NORTH 10 DEGREES 04 MINUTES 08 SECONDS WEST, 162.15 FEET; THENCE NORTH 70 DEGREES 11 MINUTES 57 SECONDS WEST, 83.63 FEET; THENCE SOUTH 80 DEGREES 53 MINUTES 56 SECONDS WEST, 166.89 FEET; THENCE SOUTH 60 DEGREES 07 MINUTES 37 SECONDS WEST, 59.76 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 00 SECONDS WEST, 39.80 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 59 SECONDS WEST, 11.00 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 0.27 ACRES MORE OR LESS.



GRANTOR:

TAX NO. 45-12-22-152-009.000-030
 BUFFALOVILLE PROPERTIES, LLC
 WARRANTY DEEDS
 DOC. NO. 2015 074063
 REC. 11/3/15
 DOC. NO. 2005 035966
 REC. 5/4/05
 Reference Name:
 DVG-BUFFALOVILLE 16-1055
 Survey Job No: 17718
 Drawn By: G.B.
 Date: 10/6/17
 /EXHIBIT.DWG
 Sec. 22-35-8



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

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

