

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 084893

2017 DEC 14 AM 8:43

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 General Warranty Deed dated August 4, 2016, and recorded in the Office of the Recorder for Lake County, Indiana, as Document No. 2016-055423, on August 15, 2016 and by Special Warranty Deed dated August 5, 2016, and recorded in the Office of the Recorder for Lake County, Indiana, as Document No. 2016-055424, on August 15, 2016.

EASEMENT FOR ELECTRIC FACILITIES **This Document is the property of the Lake County Recorder!** EASEMENT # 40685

THIS EASEMENT FOR ELECTRIC FACILITIES (this "Easement") is granted by Lake Park II, LLC, an Indiana limited liability company, whose address is 10711 America Way Suite 200, Fishers, Indiana 46038 ("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 non-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;

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JOHN E. PETALAS
LAKE COUNTY AUDITOR

NO SALES DISCLOSURE NEEDED

Approved Assessor's Office

By: _____



Handwritten initials: JF, CAS, 10

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 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.

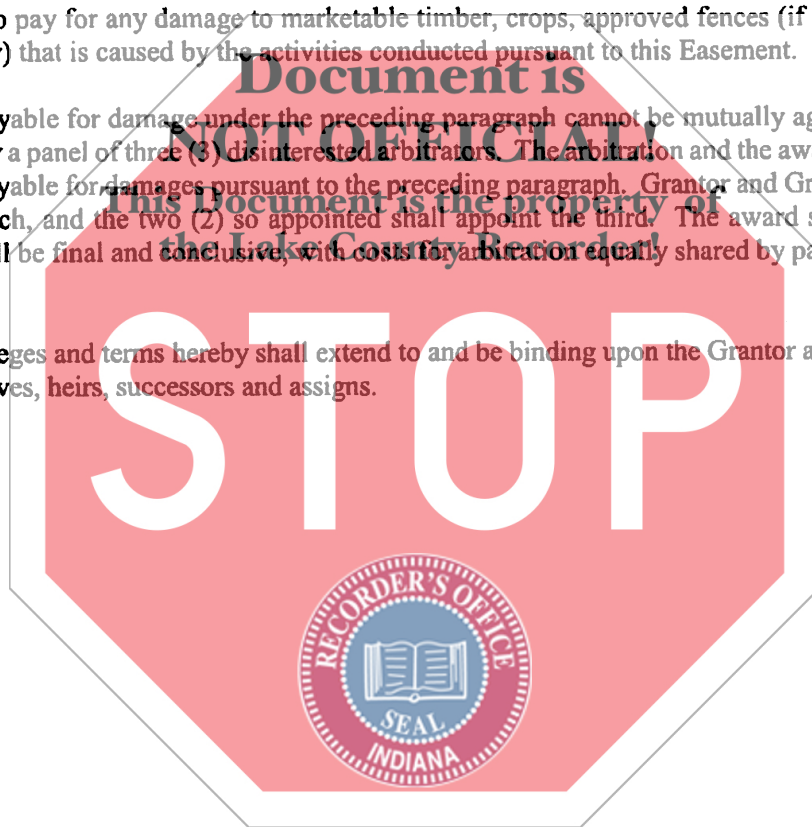
With regard to the Easement Area, Grantor will assume all risk, liability, loss, cost, damage, or expense for any and all pollutants, contaminants, petroleum, hazardous substances and endangerments on or under the Premises, except those which result from Grantee's use of and activities on the Premises. 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.



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

Lake Park II, LLC

By: [Signature]
Name: Carla Weibright
Title: President

Document is NOT OFFICIAL!

STATE OF IN This Document is the property of
COUNTY OF Hamilton the Lake County Recorder!

BE IT REMEMBERED that on this 13th day of December, 2017, before me, a Notary Public in and for said county and state aforesaid, personally appeared Carla Weibright, President of Lake Park II, LLC and acknowledged the execution of the foregoing instrument in behalf of Lake Park II, 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.

Print Name Andrea Collier Gregory
[Signature]
Notary Public



ANDREA COLLIER GREGORY
Resident of Marion County, IN
Commission Expires: November 24, 2022

My Commission Expires 11/24/22 A Resident of Marion 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
Legal Description
Easement No. 40685

Utilities Easement for Northern Indiana Public Service Company

Legal Description: Part of Lot 1, Lake Park, a Planned Unit Development to the City of Hobart, Lake County, Indiana, as recorded in Plat Book 109, page 28 and re-recorded in a Plat of Correction in Plat Book 109, page 59 in the Office of the Recorder of Lake County, Indiana and being more particularly described as follows:

Commencing at the Northwest corner of said Lot 1; thence North 90° 00' 00" East, along the Northerly line of Lot 1, said line also being the Southerly right of way line of West 10th Street (60 feet wide), a distance of 71.41 feet, to the point of beginning of this description; thence South 01° 52' 22" East, a distance of 284.69 feet; thence South 88° 44' 38" West, a distance of 15.04 feet; thence South 01° 15' 22" East, a distance of 8.00 feet; thence North 88° 44' 38" East, a distance of 17.98 feet; thence South 37° 28' 03" East, a distance of 107.97 feet; thence South 90° 00' 00" East, a distance of 165.01 feet; thence South 00° 00' 00" West, a distance of 10.69 feet; thence South 64° 14' 47" East, a distance of 43.67 feet; thence South 01° 16' 50" East, a distance of 74.73 feet; thence North 88° 43' 10" East, a distance of 8.00 feet; thence North 01° 16' 50" West, a distance of 79.63 feet; thence North 64° 14' 47" West, a distance of 43.55 feet; thence North 00° 00' 00" West, a distance of 49.00 feet; thence South 90° 00' 00" West a distance of 3.00 feet; thence North 00° 00' 00" West, a distance of 28.00 feet; thence South 90° 00' 00" East, a distance of 3.00 feet; thence North 00° 00' 00" West, a distance of 76.33 feet; thence South 90° 00' 00" East a distance of 225.37 feet; thence North 60° 19' 23" East, a distance of 28.28 feet; thence South 90° 00' 00" East, a distance of 64.81 feet; to the Westerly right of way line of Lake Park Avenue (70 feet wide); thence Northeasterly along said Westerly right of way line being a curve which is concave to the Southeast, having a radius of 291.03 feet (the chord of which bears North 07° 24' 41" East, a chord distance of 12.10 feet), an arc distance of 12.10 feet; thence South 90° 00' 00" West, a distance of 61.47 feet; thence South 60° 19' 23" West, a distance of 36.36 feet; thence South 90° 00' 00" West, a distance of 231.25 feet; thence South 00° 00' 00" East, a distance of 141.67 feet; thence North 90° 00' 00" West, a distance of 128.81 feet; thence South 00° 00' 00" West, a distance of 2.00 feet; thence South 90° 00' 00" West, a distance of 29.99 feet; thence North 00° 00' 00" West, a distance of 2.00 feet; thence South 90° 00' 00" West, a distance of 2.25 feet; thence North 37° 28' 03" West, a distance of 106.37 feet; thence North 01° 15' 22" West, a distance of 285.89 feet, to the Southerly right of way line of West 10th Street; thence South 90° 00' 00" West, along said Southerly right of way line of West 10th Street, a distance of 8.00 feet to the point of beginning

