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2019 020486

2019 APR -8 AM 10:08

MICHAEL B. BROWN
RECORDER

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
Northern Indiana Public Service Company LLC
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 dated April 29, 1998 and recorded in the Office of the Recorder for Lake County, Indiana, as Document No. 98031588 and by Certification of Payment to the Clerk dated August 21, 2006.

Document is NOT OFFICIAL!

EASEMENT FOR ELECTRIC FACILITIES EASEMENT # 40896

THIS EASEMENT FOR ELECTRIC FACILITIES (this "Easement") is granted by Lake County Park and Recreation Board, whose address is 8411 East Lincoln Highway, Crown Point, IN 46307 ("Grantor") in favor of Northern Indiana Public Service Company LLC, an Indiana limited liability company, 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 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

APR 05 2019

NO SALES DISCLOSURE NEEDED

Approved Assessor's Office **JOHN E. PETALAS**
LAKE COUNTY AUDITOR

By: [Signature] 040945 E

AMOUNT \$ 251.00
CASH _____ CHARGE _____
CHECK # 802045
OVERAGE _____
COPY _____
NON-CONF _____
DEPUTY [Signature]

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 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 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 WITNESS WHEREOF, the Grantor has duly executed this Easement for Electric Facilities this 14 day of March, 2019.



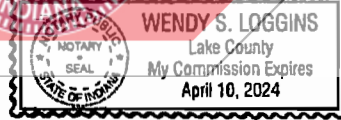
By: David Uzelac
Name: David Uzelac
Title: President, Lake County Park Board

STATE OF INDIANA)
) SS.
COUNTY OF LAKE)

BE IT REMEMBERED that on this 14th day of March, 2019, before me, a Notary Public in and for said county and state aforesaid, personally appeared David Uzelac, President of Lake County Parks and Recreation Board and acknowledged the execution of the foregoing instrument in behalf of Lake County Parks and Recreation Board as the voluntary act and deed of Lake County Parks and Recreation Board, for the uses and purposes set forth.

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

Print Name Wendy S. Loggins
Wendy S. Loggins (SEAL)
Notary Public



Commission # 584996

My Commission Expires 4/10/2024

A Resident of LAKE County, Indiana

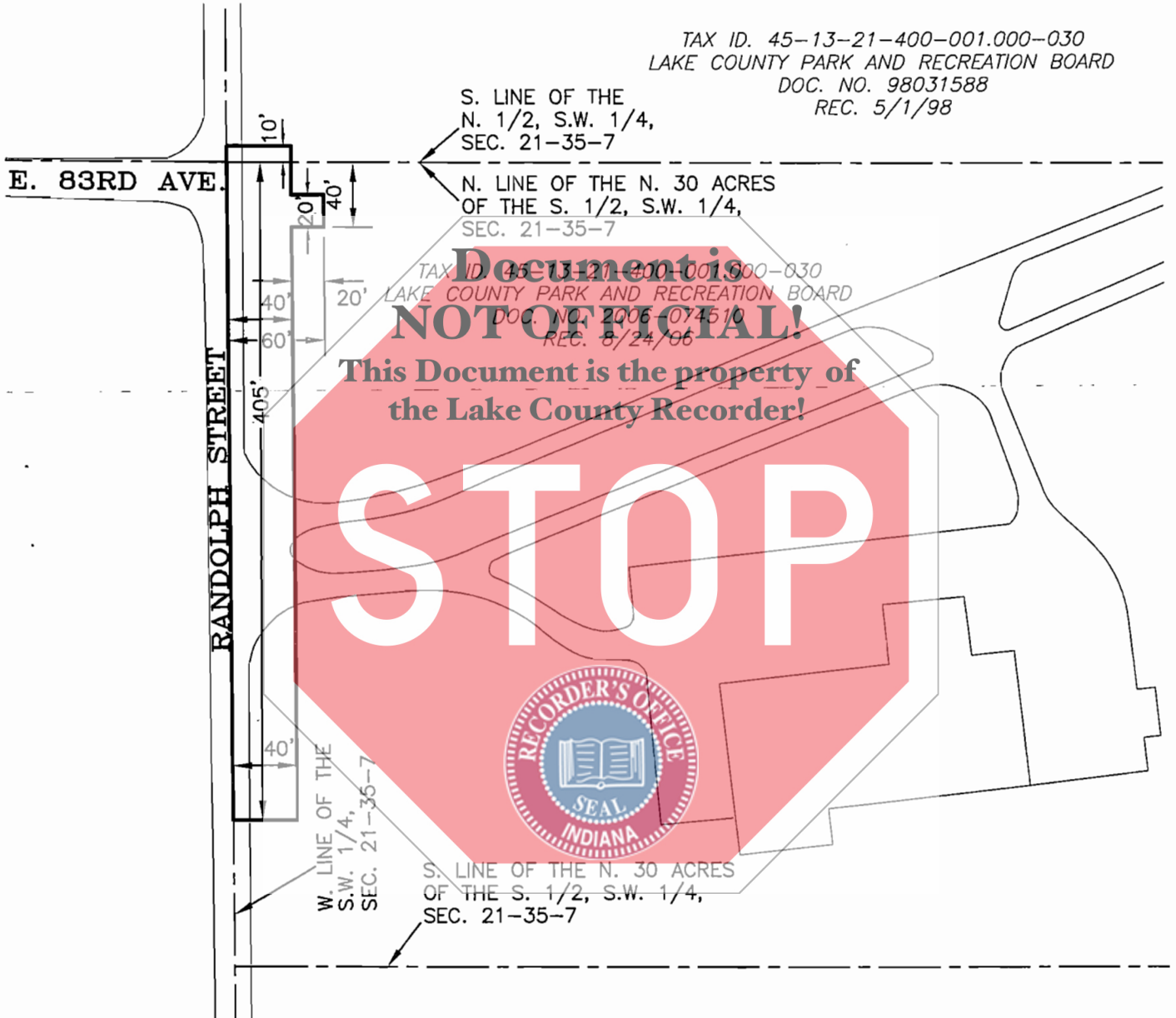
This instrument prepared by: André Wright. "I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." André Wright

EXHIBIT "A"

PARCEL DESCRIPTION:

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 7 WEST OF THE SECOND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA, SAID PARCEL BEING THE NORTH 405 FEET OF THE WEST 40 FEET AND ALSO THE SOUTH 20 FEET OF THE NORTH 40 FEET OF THE EAST 20 FEET OF THE WEST 60 FEET OF THE NORTH 30 ACRES OF THE SOUTH HALF OF SAID SOUTHWEST QUARTER, ALSO THE SOUTH 10 FEET OF THE WEST 40 FEET OF THE NORTH HALF OF SAID SOUTHWEST QUARTER, SAID PARCEL CONTAINING 0.39 ACRES MORE OR LESS.

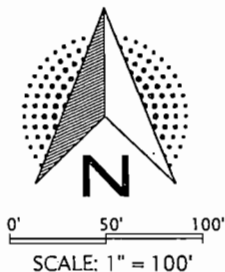
TAX ID. 45-13-21-400-001.000-030
 LAKE COUNTY PARK AND RECREATION BOARD
 DOC. NO. 98031588
 REC. 5/1/98



GRANTORS:

TAX NO. 45-13-21-400-001.000-030
 LAKE COUNTY PARK AND RECREATION BOARD
 DOC. NO. 98031588
 REC. 5/1/98
 DOC. NO. 2006-074510
 REC. 8/24/06

Reference Name: NIPSCO
 Survey Job No: S19-209
 Drawn By: G.B.
 Date: 3/1/19
 /19-209/19-209.DWG
 Sec. 21-35-7



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

