

2020-048973

2020 Jul 30 10:03 AM

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
MICHAEL B BROWN  
RECORDER

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
Northern Indiana Public Service Company LLC  
Attn: Survey & Land Dept.  
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 Special Warranty Deed dated December 16, 1987, and recorded in the Office of the Recorder for Lake County, Indiana, as Document No. 955838, on December 21, 1987, and Deed Record dated December 7, 1944, and recorded in the Office of the Recorder for Lake County, Indiana, as Book 713 Page 354, on January 11, 1945.

**EASEMENT FOR GAS FACILITIES**

**EASEMENT # 41035-071PE**

THIS EASEMENT FOR GAS FACILITIES (this "Easement") is granted this June, 3, by Indiana Industrial Investments Limited Partnership, an Illinois limited partnership, whose address is 100 N Bridge St, Gary, IN 46402 ("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. 86<sup>th</sup> Avenue, Merrillville, Indiana 46410 ("Grantee").

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

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"), subject only to those easements of record described on Exhibit C attached hereto and incorporated herein:

1. construct, install, operate, maintain, replace (within the Easement Area as defined below), repair, renew, alter the size of, and remove or abandon (in place) 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 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,

JUL 30 2020

JOHN E. PETALAS  
LAKE COUNTY AUDITOR

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CC

cathodic protection, and fiber optics cable;

3. perform pre-construction work;
4. ingress to and egress from the Easement Area 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 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 (except for those existing on or before the date of this grant), trees, shrubbery, leach beds, septic tanks, 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. Notwithstanding the foregoing, Grantor may utilize any portion of the Easement Area for access, including the installation of a paved surface, only upon Grantee's prior written approval, which shall not be unreasonably withheld. 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 and will ensure that Grantor's agents, employees, invitees, contractors and subcontractors will not utilize or have vehicles or heavy equipment with an axel load of more than 33,000 pounds crossing over, parked or standing within the Easement Area. Such utilization may not interfere with or require a change in location of the NIPSCO Facilities. 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 and except for such standing water as existing on or before the date of this grant.

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. Except as may be reasonably necessary for Grantee's construction activities, Grantee will not erect or maintain any fencing or physical barricade on or surrounding any part of the Easement Area.

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 thirty (30) 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.

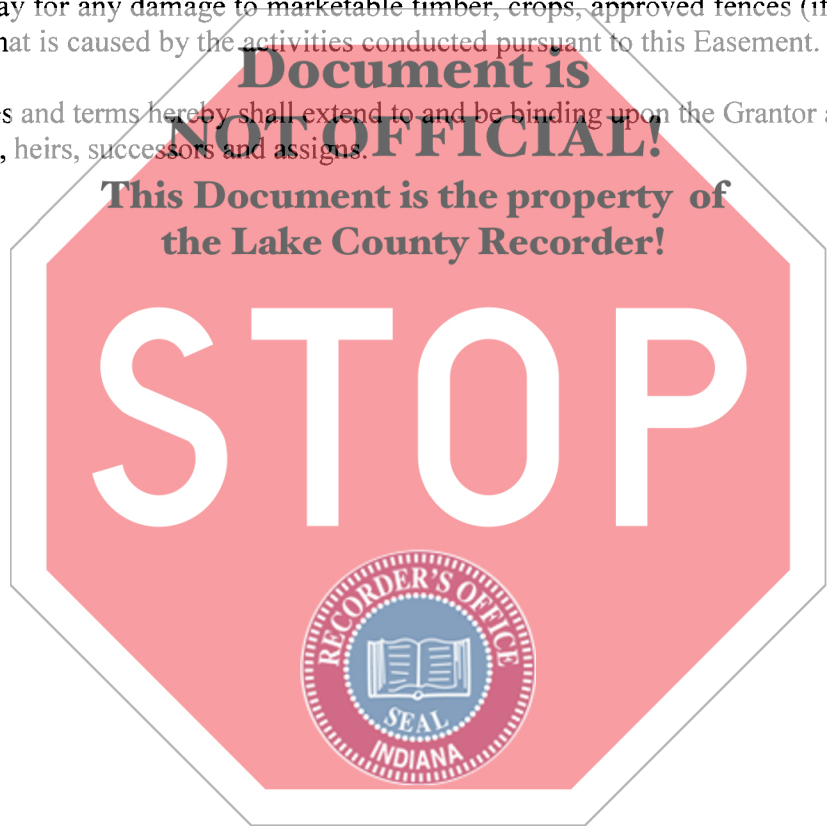




EXHIBIT 'A'

Permanent Easement Description

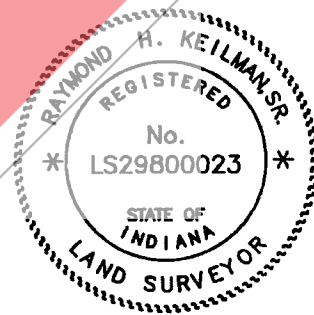
A strip of land 50.00 feet in width, being part of the Southwest Quarter of Section 32, Township 37 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana, and also being part of the land described in deed to Indiana Industrial Investments Limited Partnership, recorded December 21, 1987 as document number 955838, Parcel 2 in the Office of the Recorder of said Lake County, lying 25.00 feet on each side of the following described centerline:

Commencing at the Southwest corner of said Parcel 2; thence North 0°04'51" East (this all subsequent bearings based on the Indiana Coordinate System of 1983, West zone), 34.69 feet along the west line of said Parcel 2, to the Point of Beginning; thence South 86°35'20" East, 111.47 feet; thence South 41°35'20" East, 53.46 feet to the south line of said Parcel 2 and the Point of Terminus. The side lines of said strip to be shortened and/or extended to terminate at the west and south lines of said Parcel 2.

Said strip containing 0.189 of an acre, more or less.



This description was prepared for Northern Indiana Public Service Company, by DLZ Indiana, LLC and certified by Raymond H. Keilman, Sr., Indiana Professional Surveyor, License Number 29800023, on December 12, 2019.



*Raymond H. Keilman Sr.*  
Raymond H. Keilman, Sr.

**DLZ**  
DLZ INDIANA, LLC  
316 TECH DRIVE, BURNS HARBOR, INDIANA 46304  
TELEPHONE (219) 784-4700 FAX (219) 784-4158

GARY INDIANA  
EASEMENT PARCEL PLAT  
PARCEL 41035-071  
FOR: NORTHERN INDIANA PUBLIC  
SERVICE COMPANY

INDIANA	DRAWN: KLK	CHK'D.: RHK	SHEET 1
	DESIGNED:	APPR'D.: RHK	OF 4
	DATE: 12/12/2019		
	SCALE: N/A		DRAWING NUMBER
	PROJECT NUMBER		071 EX
	1861-2562-70		

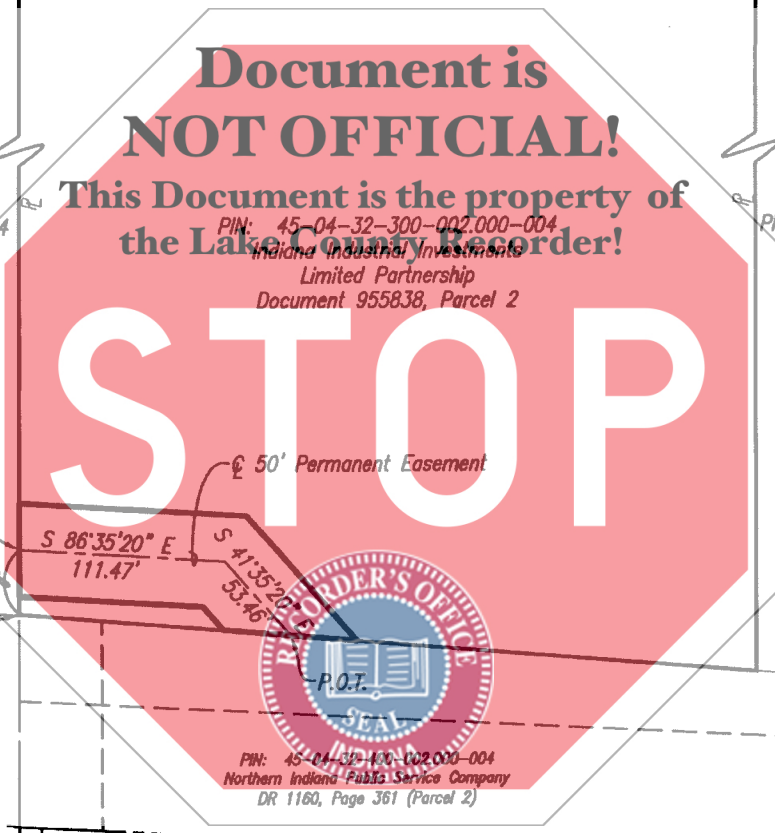


EXHIBIT 'B'



Scale: 1' = 100'

This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.



PIN: 45-04-32-300-001.000-004  
Indiana Industrial Investments  
Limited Partnership  
Document 955838, Parcel 1

PIN: 45-04-32-300-002.000-004  
Indiana Industrial Investments  
Limited Partnership  
Document 955838, Parcel 2

PIN: 45-04-32-300-003.000-004  
United States Steel Corp.

P.O.B.  
N 0°04'51" E  
34.69'

P.O.C.  
Southwest Corner,  
Parcel 2

S 86°35'20" E  
111.47'

50' Permanent Easement

S 41°35'22" E  
53.76'

PIN: 45-04-32-100-002.000-004  
Northern Indiana Public Service Company  
DR 1160, Page 361 (Parcel 2)

I-90 (Indiana Toll Road)

**DLZ**  
DLZ INDIANA, LLC  
316 TECH DRIVE, BURNS HARBOR, INDIANA 46304  
TELEPHONE (219) 784-4700 FAX (219) 784-4186

GARY

INDIANA INDUSTRIAL INVESTMENTS  
PARCEL 41035-071  
PERMANENT EASEMENT  
PREPARED FOR: NIPSCO

INDIANA

DRAWN: KLK	CHK'D.: RHK
DESIGNED:	APPR'D.: RHK
DATE: 12/12/2019	
SCALE: 1" = 100'	
PROJECT NUMBER	
1861-2562-70	

SHEET 2
OF 4
DRAWING NUMBER
071 EX

Exhibit C

A list of all rights of way, easements and servitude's burdening the Easement Area identified in the title evidence provided to NIPSCO by Meridian Title, in File Number 20-2343.

Terms and provisions of Easement in Deed set out in an instrument by and between USX Corporation, formerly United State Steel Corporation and Indiana Industrial Investments Limited Partnership, an Illinois limited partnership dated December 16, 1987 and recorded December 21, 1987 in Instrument Number 955838 in the Office of the Recorder of Lake County, Indiana.

Terms and provisions of Easement in Deed set out in an instrument by and between American Juice, Inc. and Select Enterprises, L.L.C. dated June 14, 1995 and recorded June 15, 1995 in Instrument Number 95-034039 and re-recorded July 11, 1995 in Instrument Number 95-038697 all in the Office of the Recorder of Lake County, Indiana.

Terms and provisions of Perpetual Highway Easement set out in an instrument by and between Indiana Industrial Investments LP and State of Indiana dated April 9, 2008 and recorded June 9, 2008 in Instrument Number 2008-041825 in the Office of the Recorder of Lake County, Indiana.

Survey by Plumb Tuckett & Associates, Indiana Registered Land Surveyor recorded May 19, 2015 as Instrument No. 2015-030989 in the Office of the Recorder of Lake County, Indiana.

Pending suit was filed May 10, 2019 in Lake County Superior Court, Cause No. 45D11-1905-PL-000305, entitled North Bridge Realty, LLC vs. Indiana Industrial Investments Limited Partnership.

Subject to parties in possession by virtue of unrecorded leases.

Subject to all legal highways and rights of way.

Possible Rights of Way for legal drains and ditches, feeders and laterals, if any, and all rights therein.

