2020-048979

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
801 E 86 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 Deed dated March 20, 2002, and recorded in the Office of the Recorder for Lake County, Indiana, as Document No. 2002-027569, on March 21, 2002, and Trustee's Deed dated August 31, 1979, and recorded in the Office of the Recorder for Lake County, Indiana, as Document No. 1979-789142, on January 23, 1985.

EASEMENT FOR ELECTRIC FACILITIES

EASEMENT # 41035-

052PE

THIS EASEMENT FOR ELECTRIC FACILITIES (this "Easement") is granted by Shamrock Terminals, LLC an Indiana Limited Liability Company, whose address is 219 Virginia 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 Avenue, Merrillville, Indiana 46410 ("Grantee").

Document is SETHFICIAL!

and biner good and valuable consideration the precipt 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, about the size of, and remove or abandon underground communication systems for the transmission of video, data are voice communications, with appurtenant facilities, including, without limitation, concurris, 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 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 AKE COUNTY AUDITOR 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 FILED

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JOHN E. PETALAS

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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.

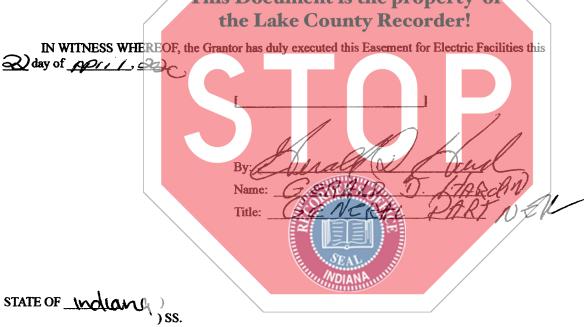
With regard to the Easement Area, Grantor will assume all risk, liability, loss, cost, damage, or expense for any and all pollutants, contaminants, petroleum, hazardous substances and endangerments on or under the Premises, except those which result from Grantee's use of and activities on the Premises.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

The rights, privileges and terms hereby shall exam their representatives, heirs, successors and as ntor and the Grantee

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



20-0, before me, a Notary Public in BE IT REMEMBERED that on this Aday of April and for said county and state aforesaid, personally appeared Ceval dean Hardy [of foregoing behalf acknowledged the of the instrument of execution as the voluntary act and deed of for the uses and purposes set forth.

COUNTY OF _ COUNTY OF

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

Print Name

| Jana Didee | Jave SEAL)

Notary Public

My Commission Expires

A Resident of Lake County, Indiana

Lake County

My Commission Expires
Calcary 10, 2025

Jonany 1012005

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 of the Easement Area



Permanent Easement Description

A parcel of land being part of the North Half of Section 3, Township 36 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana, being the North 10 feet of a parcel described in deed to Shamrock Terminals recorded as document number 2002-027569 in the Office of the Recorder of said County.

Document is NOT OFFICIAL!

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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 February 28, 2020.

GARY

etur SR Raymond H. Keilman, Sr.





SHAMROCK TERMINALS PARCEL 41035-052E PERMENT ELECTRIC EASEMENT PREPARED FOR: NIPSCO

DIANA	DRAWN: MAR	CHK,D · BHK	SHEET	
DIE	DESIGNED:	APPRV'D.: RHK	SHEET	1
	DATE: 2/28	/2020	OF	2
	SCALE: N/A		DRAWING NUMBER 052EX	
	PROJECT NUMBER 1861-2562-70			

