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GINA PIMENTEL
RECORDER
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2021-032048

12:18 PM 2021 Apr 14

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RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
Northern Indiana Public Service Company
Attn: Jill Tabor
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 Swanel Inc. Deed dated August 31, 1988, and recorded in the Office of the Recorder for Lake County, Indiana, as Document No. 006082, on November 7 1988.

EASEMENT FOR ELECTRIC FACILITIES

EASEMENT # 41021

THIS EASEMENT FOR ELECTRIC FACILITIES (this "Easement") is granted by Swanel Inc., whose address is P.O. Box 1186 ("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 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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APR 14 2021

JOHN E. PETALAS
LAKE COUNTY AUDITOR

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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 is shown 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, 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 may place paved or gravel roads, parking lot or passageways on or over the easement area for the operation of semi-trucks at Grantor's building, but Grantee may require Grantor to remove said paved gravel area at Grantor's expense should Grantee need underground access. 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.

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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 5th day of April, 2021.

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Swanel INC.

Edward Rovisco

By: _____
Name: EDWARD ROVISO
Title: PRESIDENT

STATE OF Indiana)
) SS.
COUNTY OF Lake)

BE IT REMEMBERED that on this 2nd day of April, before me, a Notary Public in and for said county and state aforesaid, personally appeared EDWARD ROVISO of Swanel INC and acknowledged the execution of the foregoing instrument in behalf of Swanel INC as the voluntary act and deed of Swanel INC, for the uses and purposes set forth.

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

Print Name CAROL GREEN WALKER
Notary Public - Seal
Lake County - State of Indiana. (SEAL)
Commission Number NP0718825
My Commission Expires Feb 25, 2027

My Commission Expires 2/25, 2027
Carol Green-Walker
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

NIPSCO UTILITY EASEMENT EXHIBIT

PARCEL 1 DESCRIPTION

PART OF THE SOUTHWEST QUARTER (S.W. 1/4) OF THE NORTHWEST QUARTER (N.W. 1/4) OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 10 WEST OF THE 2ND PRINCIPAL MERIDIAN, COMMENCED AS COMMENCING AT A POINT IN THE WEST LINE OF THE ALLEY PARALLEL TO AND 400 FEET WESTERLY BY RECTANGULAR MEASUREMENT FROM THE WESTERLY LINE OF CALHOUN AVENUE, AND 500 FEET NORTH 75 DEGREES WEST FROM THE SOUTHWEST CORNER OF HIGHLAND STREET, THENCE SOUTHWESTWARD PARALLEL TO SAID 400 FOOT STRIP WESTERLY BY THE ORIGINAL CONTIGUAL AND SOUTHWESTWARD PARALLEL TO SAID ORIGINAL CENTER LINE OF BALDWIN, THENCE SOUTHWESTWARD PARALLEL TO SAID ORIGINAL CENTER LINE OF BALDWIN, THENCE SOUTHWESTWARD PARALLEL TO SAID ORIGINAL CENTERLINE AND BEING 220 FEET WESTERLY THEREFROM, 800 FEET TO A POINT, THENCE BEING A BEARING OF 104.47 FEET TO THE PLACE OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.

PARCEL 2 DESCRIPTION

PART OF THE SOUTHWEST QUARTER (S.W. 1/4) OF THE NORTHWEST QUARTER (N.W. 1/4) OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 10 WEST OF THE 2ND P.M. AND BOUNDARY AND EXTENDED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER (N.W. 1/4) OF SECTION 1, BEING 220 FEET WESTERLY BY RECTANGULAR MEASUREMENT FROM THE ORIGINAL CENTERLINE OF FIRE BRIGADE TRUCKEY AVENUE SAID SOUTHWEST CORNER OF THE NORTHWEST QUARTER (N.W. 1/4) SECTION 1, BEING OR LESS, TO A POINT BEING 50 FEET WESTERLY BY RECTANGULAR MEASUREMENT FROM SAID ORIGINAL CENTER LINE OF BALDWIN, THENCE WESTERLY PARALLEL TO SAID ORIGINAL CENTERLINE AND BEING 10 FEET WESTERLY THEREFROM, 220 FEET WESTERLY BY RECTANGULAR MEASUREMENT FROM SAID ORIGINAL CENTERLINE, THENCE SOUTHWESTWARD PARALLEL TO SAID ORIGINAL CENTERLINE AND BEING 220 FEET WESTERLY, THEREFROM 400 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA.

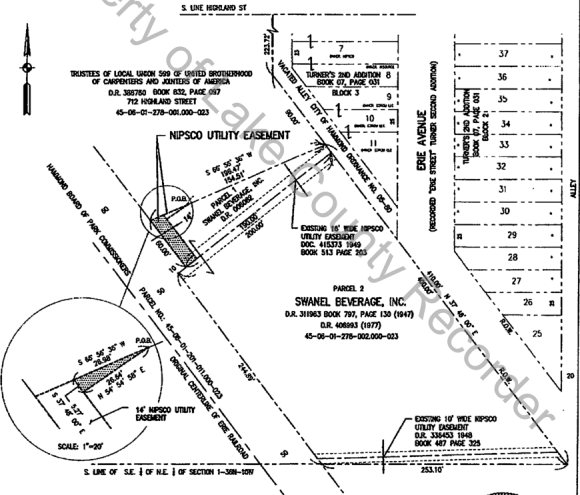
NIPSCO UTILITY EASEMENT DESCRIPTION

A PORTION OF A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER (S.E. 1/4) OF THE NORTHEAST QUARTER (N.E. 1/4) OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN, CITY OF HAMMOND AND RECORDED AS WARRANTY DEED RECORD NO. 006082 IN LAKE COUNTY RECORDERS OFFICE MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHWEST RIGHT-OF-WAY OF ERIE AVENUE AND THE SOUTH LINE OF SAID QUARTER SECTION: THENCE N 37° 46' 00" E ALONG THE SOUTHWEST RIGHT-OF-WAY OF ERIE AVENUE A DISTANCE OF 410 FEET; THENCE S 68° 56' 36" W A DISTANCE OF 154.51' FOR A POINT OF BEGINNING; THENCE CONTAINING S 68° 56' 36" W A DISTANCE OF 26.98'; THENCE S 37° 48' 00" E A DISTANCE OF 5.27'; THENCE N 54° 54' 58" E A DISTANCE OF 26.64' TO THE POINT OF BEGINNING, CONTAINING 0.014 ACRES MORE OR LESS.

IN ADDITION TO

A 14 FOOT WIDE STRIP OF LAND LYING NORTHEAST OF THE SOUTHWEST LINE OF SAID PARCEL DESCRIBED IN D.R. 006082 IN THE OFFICE OF THE RECORDER, LAKE COUNTY, INDIANA.

SAID STRIP CONTAINING 0.02 ACRES MORE OR LESS



SURVEYOR'S STATEMENT

THIS PLAN WAS PREPARED USING INFORMATION OBTAINED FROM THE COUNTY RECORDS. IT DOES NOT REPRESENT A SURVEY OF THE OWNER'S PROPERTY. DIMENSIONS AND BEARINGS SHOWN ALONG THE EXISTING PROPERTY LINES ARE TAKEN FROM RECORDED DOCUMENTS AND PREVIOUS SURVEYS PROVIDED BY OWNER.

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

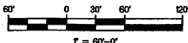


Table with columns: DESIGNED, DRAWN, CHECKED and rows: J.E., J.D., J.E.

SCALE AS SHOWN NIPSCO UTILITY EASEMENT EXHIBIT SWANEL BEVERAGE INC.

Logo for NIES engineering, inc. with address: 2801 17th Street Hammond, Indiana, 46322. Phone: (219) 244-9000 Fax: (219) 244-7754. Services: municipal, civil, environmental & transportation engineering.

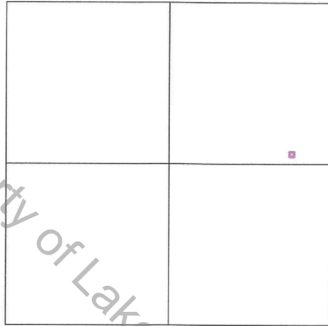
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EASEMENT MAP RECORD

CONTRACT NUMBER

41021

LOCATION PLAT



SECTION

1

TOWNSHIP

36N

RANGE

10W

DETAIL

Draw and Insert sketch below if no exhibit depiction

SEE EXHIBIT "A"