

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
Northern Indiana Public Service Company LLC  
Attn: Survey & Land  
801 E 86<sup>th</sup> Avenue  
Merrillville, IN 46410

GINA PIMENTEL  
RECORDER  
STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2021-032054

12:37 PM 2021 Apr 14

**CROSS-REFERENCE:** In accordance with Indiana Code § 32-23-2-5(a), the easement described below burdens the real estate acquired by Deed dated May 7, 2003 and recorded in the Office of the Recorder for Porter County, Indiana, as Document No. 2003-020943 on May 20, 2003.

**EASEMENT FOR ELECTRIC ANCHOR AND GUY FACILITIES** EASEMENT # 45244-006

THIS EASEMENT FOR ELECTRIC ANCHOR AND GUY FACILITIES (this "Easement") is granted by Tecumseh Redevelopment Inc., whose address is 250 W US Hwy 12, Burns Harbor, IN 46304 ("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").

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 Porter County, Indiana (the "Premises")::

1. construct, erect, install, operate, maintain, replace (within the Easement Area as defined below), repair, alter the size of, remove, renew, replace or abandon (in place) a pole and to string, wires, cables, conductors, grounds, anchor and guy wires and other necessary appurtenances (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;
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;

25 cc  
JCL  
Kt

FILED

APR 14 2021

JOHN E. PETALAS  
LAKE COUNTY AUDITOR

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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, 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, without the written consent of the Grantee. Grantor shall not construct or permit to be constructed or place any unapproved fences, unapproved roads, passageways or trails (gravel or paved) within the Easement Area, without the written consent of the Grantee. 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, without the written consent of the Grantee. 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. Grantee will repair and/or restore any roads or infrastructure that is damaged as a direct result of Grantee's exercise of Grantee's rights under this Easement.

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

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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 the 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.

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IN WITNESS WHEREOF, the Grantor has duly executed this Easement this 12<sup>th</sup> day of April, 2021.

**Tecumseh Redevelopment Inc.**

By: John Schill  
Name: JOHN SCHILL  
Title: REAL ESTATE MANAGER

STATE OF Ohio )  
COUNTY OF Summit ) SS.

BE IT REMEMBERED that on this 12<sup>th</sup> day of April, 2021, before me, a Notary Public in and for said county and state aforesaid, personally appeared (name) John Schill, (title) Real Estate Manager of Tecumseh Redevelopment Inc., and acknowledged the execution of the foregoing instrument in behalf of Tecumseh Redevelopment Inc., as the voluntary act and deed of Tecumseh Redevelopment Inc., for the uses and purposes set forth.

WITNESS my hand and notarial seal this 12<sup>th</sup> day of April, 2021.

Print Name Susan Dick  
Sign Name Susan Dick (SEAL)  
Notary Public

My Commission Expires November 1st, 2022  
A Resident of Cuyahoga County, Ohio



This instrument prepared by: Angela Hall Williams, NIPSCO Legal Counsel. "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." Angela Hall Williams, NIPSCO Legal Counsel.

## Easement Description

## Exhibit "A"

A strip of land in Section 33, Township 37 North, Range 6 West, Westchester Township, Porter County, State of Indiana, and being that part of the Grantor's land lying within the easement lines depicted on the attached Easement Parcel Plat marked Exhibit "B" and "C" described as follows:

A strip of land in the Northwest Quarter of Section 33, Township 37 North, Range 6 West, Westchester Township, Porter County, Indiana said strip of land being 20 feet wide and lying 10 feet wide each side of centerline and said centerline produced, said centerline being described as follows:

Commencing at the Intersection of the Northerly right-of-way line of the New York Central Railroad (Now Norfolk Southern Railroad) and the Westerly right-of-way line of US 12 (Dunes Highway) said point being the South most corner of Parcel I conveyed to Tow Path Valley Business Park Development Company in Document Number 2003-020943 in the Office of the Recorder of Porter County, Indiana; thence along a curve to the left, along the Northerly right-of-way line of said Railroad having a radius of 3,884.16 feet, and an arc length of 136.17 feet, and a long chord of North 74°14'01" West, 136.16 feet to the point of beginning; thence North 58°17'12" West a distance of 94.39 feet; thence North 57°58'21" West a distance of 114.82 feet to Point "A" designated on said Exhibit "C"; thence North 54°40'52" West a distance of 167.06 feet to Point "B" designated on said Exhibit "C"; thence South 54°37'28" West a distance of 128.15 feet; thence South 54°45'26" West a distance of 67.77 feet to a point on the Northerly right-of-way line of said Railroad said point being the point of terminus of this description, said point being North 78°48'09" West, 482.98 feet from the point of beginning.

Also,

A strip of land in the Northwest Quarter of said Section 33, Township 37 North, Range 6 West, Westchester Township, Porter County, Indiana said strip of land being 20 feet wide and lying 10 feet wide each side of centerline and said centerline produced, said centerline being described as follows:

Beginning at Point "A" designated on said Exhibit "C"; thence South 36°50'00" West a distance of 39.35 feet to the point of terminus of this description.

Also,

A strip of land in the Northwest Quarter of said Section 33, Township 37 North, Range 6 West, Westchester Township, Porter County, Indiana said strip of land being 20 feet wide and lying 10 feet wide each side of centerline and said centerline produced, said centerline being described as follows:

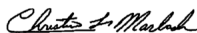
Beginning at Point "B" designated on said Exhibit "C"; thence North 50°14'31" West a distance of 39.06 feet to the point of terminus of this description.

Containing 0.289 of an Acre, more or less.

Parcel ID: 64-03-33-102-001.000-024

### Surveyor's Statement

The purpose of this document is to create an easement crossing a portion of land deeded to Tow Path Valley Business Park Development Company in Document Number 2003-020943 in the Office of the Recorder of Porter County, Indiana. Later known as ArcelorMittal Tow Path Valley Business Park Development Company, pursuant to name change on 9/26/2007, further merged into Tecumseh Redevelopment Inc., pursuant to merger dated 11/7/2013



Christian F. Marbach, PS#LS80880002  
March 27, 2021



Parcel Plat Exhibit  
for NIPSCO  
Part of the NW 1/4 of Sec. 33  
T37N, R6W, Westchester Township,  
Porter County, Indiana

  
**Marbach**  
Marbach, Brady & Weaver, Inc.  
Engineering & Surveying Since 1918

3220 Southview Drive  
Elkhart, Indiana 46514  
(574) 268-1010  
Fax: (574) 262-3040  
info@marbach.us  
www.marbach.us

AUTOCAD FILE: 0438-2020.tbl.dwg

JOB NUMBER  
0438-2020

SCALE  
N/A

DRAWN BY  
LRR

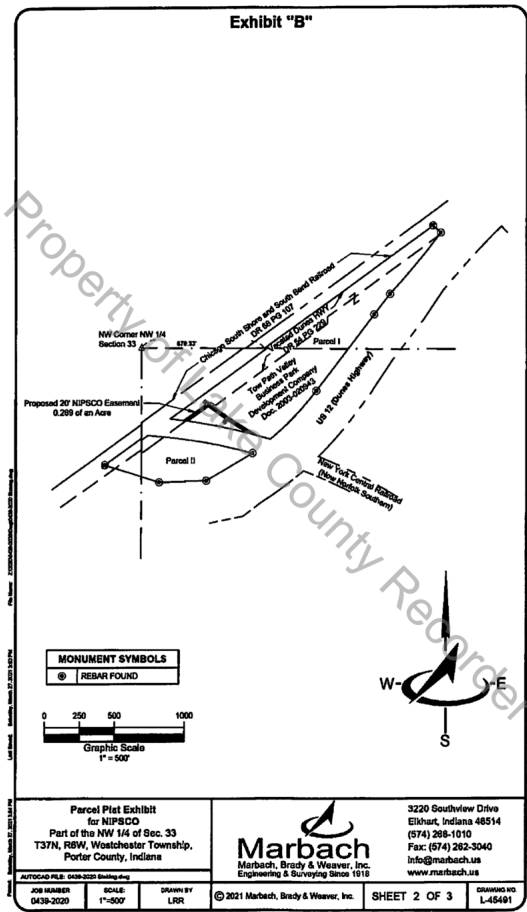
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SHEET 1 OF 3

QUANTITY NO.  
L-45481

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## Exhibit "B"



Property of Porter County Recorder

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