

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

GINA PIMENTEL
RECORDER
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2021-032055

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 Limited Warranty Deed dated December 22, 2000 and recorded in the Office of the Recorder for LaPorte County, Indiana, as Document No. 2001-00212 on January 4, 2001.

EASEMENT FOR ELECTRIC ANCHOR AND GUY FACILITIES EASEMENT # 45244-002

THIS EASEMENT FOR ELECTRIC ANCHOR AND GUY FACILITIES (this "Easement") is granted by **LIGHTHOUSE PLACE PREMIUM OUTLETS LLC**, (f/k/a F/C Michigan City Development, LLC) whose address is **601 Wabash St., Michigan City, IN 46360** ("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 LaPorte 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, anchors, 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;

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APR 14 2021
JOHN E. PETALAS
LAKE COUNTY AUDITOR

25-00
2021-04-14

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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 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.

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.

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.

County of Lake County Recorder

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IN WITNESS WHEREOF, the Grantor has duly executed this Easement this 18th day of March, 2021.

Lighthouse Place Premium Outlets, LLC (f/k/a F/C Michigan City Development LLC)

By: _____
Name: _____
Title: _____ John Rulli _____
Vice President _____

STATE OF Indiana)
) SS.
COUNTY OF Marion)

BE IT REMEMBERED that on this 18th day of March, 2021, before me, a Notary Public in and for said county and state aforesaid, personally appeared (name) John Rulli, (title) Vice President of Lighthouse Place Premium Outlets, LLC (f/k/a F/C Michigan City Development LLC), and acknowledged the execution of the foregoing instrument in behalf of Lighthouse Place Premium Outlets, LLC (f/k/a F/C Michigan City Development LLC), as the voluntary act and deed of Lighthouse Place Premium Outlets, LLC (f/k/a F/C Michigan City Development LLC), for the uses and purposes set forth.

WITNESS my hand and notarial seal this 18th day of March, 2021.

Print Name Jan L. Locke (SEAL)
Sign Name Jan L. Locke
Notary Public
My Commission Expires October 27, 2025
A Resident of Johnson County, Indiana



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.

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EXECUTED AND DELIVERED in my presence:

Witness Signature: Denise A. Fort

Witness Printed Name: Denise A. Fort

STATE OF INDIANA)
) SS
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Denise A. Fort, being known to me to be the person whose name is subscribed as
(Witness Name)

a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Lighthouse Place Premium Owners LLC
(Grantor's Name)

in the above-named subscribing witness's presence, and that the above-named subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

WITNESS my hand and notarial seal this 18th day of March, 2021.

Print Name Jan L. Locke (SEAL)

Sign Name Jan L. Locke
Notary Public

My Commission Expires October 23, 2025

A Resident of Blount County, Indiana



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.

Exhibit "A"

Easement Description

A strip of land in the Southwest Quarter of Section 29, Township 38 North, Range 4 West, Michigan Township, LaPorte County, State of Indiana, said strip of land being 10 feet wide lying 5 feet wide each side of centerline and said centerline produced, said centerline being described as follows:

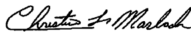
Commencing at the Southeast corner of Lot Eight (8) in Block Thirty five (35) of Elston's Original Survey as recorded on Plat In Deed Record "A" page 6 in the Office of the Recorder of LaPorte County, Indiana, said point being also the Northwest corner of Eighth Street and Wabash Street in the City of Michigan City; thence South 69°30'44" West along the North line of said Eighth Street (S71°00'30"W, Recorded) a distance of 1554.58 feet to the point of beginning of this description; thence North 16°52'56" West a distance of 23.36 feet to the point of terminus.

Containing 0.005 of an acre, more or less.

Parcel ID: 46-01-29-329-004.000-022

Surveyor's Statement

The purpose of this document is to create an easement crossing a portion of land deeded to F/C Michigan City Development LLC in Document Number 2001-00212 in the Office of the Recorder of LaPorte County, Indiana.

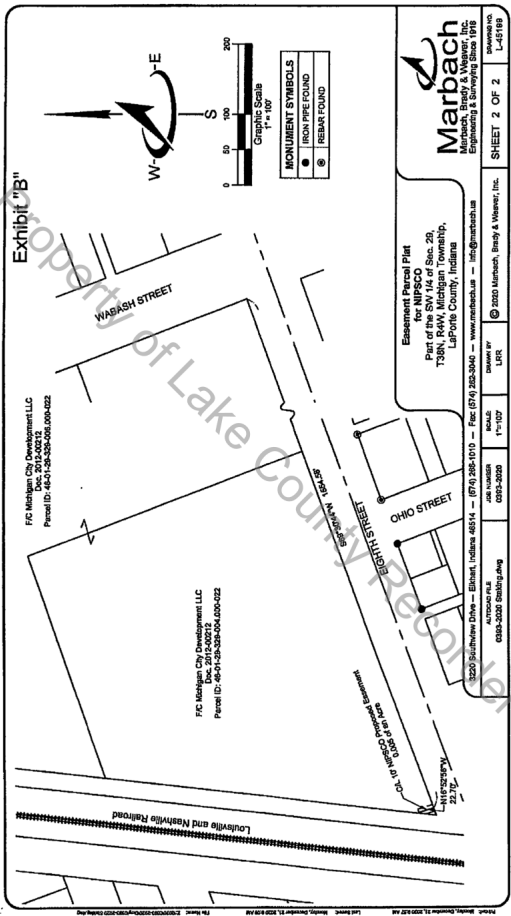


Christian F. Marbach, PS#LS80880002



FILED: 2020-11-11 10:00 AM INDIANA RECORDER

Easement Parcel Plat for NIPSCO Part of the SW 1/4 of Sec. 29, T38N, R4W, Michigan Township, LaPorte County, Indiana		 Marbach Marbach, Brady & Weaver, Inc. Engineering & Surveying Since 1918	3220 Southview Drive Elkhart, Indiana 46514 (574) 266-1010 Fax: (574) 262-3040 info@marbach.us www.marbach.us
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JOB NUMBER 0303-2020	SCALE N/A	DRAWN BY LRR	DRAWING NO. L-45199



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

SHEET 2 OF 2

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