

# NOT AN OFFICIAL DOCUMENT

**FILED**

Dec 08 2022 LM  
JOHN E. PETALAS  
LAKE COUNTY AUDITOR

2022-548745  
12/08/2022 10:15 AM  
TOTAL FEES: 25.00  
BY: JAS  
PG #: 7

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
GINA PIMENTEL  
RECORDER

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

**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 January 30, 2000, and recorded in the Office of the Recorder for Lake County, Indiana, as Document No. 2000-076582 on October 20, 2000.

**EASEMENT FOR ELECTRIC FACILITIES**

**EASEMENT # 46282**

THIS EASEMENT FOR ELECTRIC FACILITIES (this "Easement") is granted by **MEIJER STORES LIMITED PARTNERSHIP**, a Michigan limited partnership, whose address is 2929 Walker Avenue, N.W., Grand Rapids, Michigan 49544 ("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 nonexclusive 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 (within the Easement Area as defined below), repair, alter the size of, remove, renew, replace or abandon towers and poles and to string, wires, cables, conductors, grounds, anchors and guy wires, fiber optic, pull boxes and other necessary equipment upon and between such towers and poles, and to also construct, install, operate, maintain, replace, repair, alter the size of, renew, replace or abandon and remove underground ducts and conduits, underground wires, cables, conductors, manholes, pads for transformers with transformers located thereon and other necessary appurtenances (collectively the "NIPSCO Facilities").

The NIPSCO Facilities are to be located within the limits of the permanent right of way further described and depicted on Exhibit A attached hereto and incorporated herein (the "Easement Area").

No Sales Disclosure Needed  
Dec 08 2022  
By: JAG  
Office of the Lake County Assessor

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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. Grantee shall locate utility lines or equipment located in the Easement Area;
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 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 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. Grantor reserves to itself, its successors and assigns the right to install, construct, operate and maintain landscaping, parking areas, driveways, curbing and curb cuts within the Easement Area.

The Grantee shall exercise reasonable efforts to construct, install, maintain, repair, replace and operate the respective utility improvements and exercise the rights granted herein, so as to minimize the interference with the development, operation and use of the Grantor's property. 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.

Grantor shall have the right to relocate the Grantee's improvements, in whole or part, to any other mutually agreed upon location on the Grantor's property, provided that such relocation shall be performed by the Grantee at Grantor's expense. In the event of any such relocation, Grantor and Grantee shall amend this agreement to the extent necessary in order to reflect of record the new location of the easement area.

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

In the event any mechanics' liens or materialmen's liens are filed against the Grantor's property, or any part thereof, as a result of the operation, repair, maintenance or replacement of the utility improvements, or any other work performed by Grantee pursuant to the easement rights granted herein, the Grantee shall either pay or cause to be paid the same and have the liens immediately discharged of record.

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 endangements 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.

Notices if to Grantor shall be delivered personally or sent by certified mail to Grantor at 2929 Walker Avenue, N.W., Grand Rapids, Michigan 49544, Attention: Real Estate Department. Notices to Grantee shall be delivered personally or sent by certified mail to Northern Indiana Public Service Company, LLC, 801 E. 86<sup>th</sup> Avenue, Merrillville, IN 46410, Attention Real Estate Department. A notice sent by certified mail shall be deemed given on the date the notice is deposited for mailing in a United States Post office or mail receptacle with proper postage affixed.

The rights, privileges and terms hereby shall be easements and covenants running with the land and shall extend to and be binding upon the Grantor and the Grantee and their representatives, heirs, successors and assigns. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties hereto that this agreement be strictly limited to and for the purposes herein expressed.

If any term, provision or condition contained in this Easement shall, to any extent, be invalid or unenforceable, the remainder of this agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this agreement shall be valid and enforceable to the fullest extent permitted by law.

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6th IN WITNESS WHEREOF, the Grantor has duly executed this Easement for Electric Facilities this day of December, 2022.

## MEIJER STORES LIMITED PARTNERSHIP

By: Meijer Group, Inc.

Its: General Partner

By: [Signature]

Name: Michael Flickinger

Title: Vice President-Real Estate

Legal   MN  

Bus.   MI  

Bus.   IA  

STATE OF MICHIGAN )  
                                  ) SS.  
COUNTY OF KENT )

BE IT REMEMBERED that on this 6th day of December, 2022, before me, a Notary Public in and for said county and state aforesaid, personally appeared Michael Flickinger, the Vice President-Real Estate of Meijer, Group, Inc., the General Partner of Meijer Stores Limited Partnership, a Michigan limited partnership, and acknowledged the execution of the foregoing instrument on behalf of Meijer Stores Limited Partnership as the voluntary act and deed of said partnership, for the uses and purposes set forth.

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

Print Name Larae B. Steigenga (SEAL)  
Notary Public

LARAE B STEIGENGA  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF OTTAWA  
My Commission Expires February 17, 2023  
Acting in Kent County, MI



My Commission Expires 2-17-23

A Resident of Ottawa County, Michigan

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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## EXHIBIT A UTILITY EASEMENT

July 18, 2022

A portion of Lot 3 of Meijer Plat, recorded July 18, 1997, in Plat Book 83, Page 6 in the Official Records of Lake County, Indiana, being the same property described in those Corporate Deeds recorded, October 20, 2000, as Document Number 2000 076581 and Document Number 2000 076582 of the Official Records of Lake County, Indiana; lying within the South Half of Section 21, Township 35 North, Range 8 West, Second Principal Meridian, and being more particularly described as follows:

**COMMENCING** at a point on the west line of Merrillville Road, a variable width Right-Of-Way, said point being the northeast corner of said Lot 3; thence along the east line of said Lot 3, S15°18'20"W (Bearings are relative to Indiana West Zone (1302) per NAD 83 (2011) epoch 2010.00), a distance of 267.52 feet to the **POINT OF BEGINNING**; thence continuing along said east line, S15°18'20"W, a distance of 10.98 feet; thence leaving said east line, along the following fourteen (14) courses:

1. S80°51'57"W, a distance of 32.61 feet,
2. S15°24'07"W, a distance of 5.43 feet,
3. N74°35'53"W, a distance of 15.00 feet,
4. N15°24'07"E, a distance of 2.39 feet,
5. N75°26'29"W, a distance of 29.12 feet,
6. S15°18'39"W, a distance of 4.54 feet,
7. N74°41'21"W, a distance of 15.00 feet,
8. N15°18'39"E, a distance of 15.00 feet,
9. S74°41'21"E, a distance of 15.00 feet,
10. S15°18'39"W, a distance of 0.46 feet,
11. S75°26'29"E, a distance of 29.13 feet,
12. N15°24'07"E, a distance of 2.61 feet,
13. S74°35'53"E, a distance of 11.89 feet,
14. N80°51'57"E, a distance of 36.01 feet, to the **POINT OF BEGINNING**.

Containing 1,069 Sq. Ft. or 0.025 acres, more or less.

A handwritten signature in black ink, appearing to read "Nolan R. Mark".

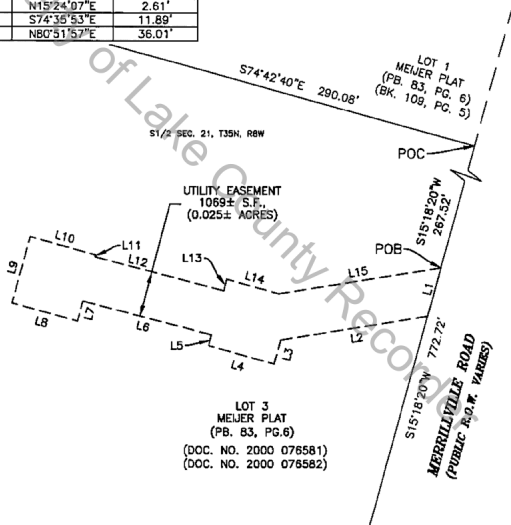
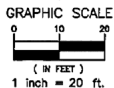
Nolan R. Mark  
Indiana Land Surveyor No. 21900003  
For and on behalf of Clark Land Surveying, Inc.



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**EXHIBIT A**  
UTILITY EASEMENT  
SECTION 21, TOWNSHIP 35 NORTH, RANGE 8 WEST,  
SECOND PRINCIPAL MERIDIAN

LINE	BEARING	DISTANCE
L1	S15°18'20"W	10.98'
L2	S80°51'57"W	32.61'
L3	S15°24'07"W	5.43'
L4	N74°35'53"W	15.00'
L5	N15°24'07"E	2.39'
L6	N75°26'29"W	29.12'
L7	S15°18'39"W	4.54'
L8	N74°41'21"W	15.00'
L9	N15°18'39"E	15.00'
L10	S74°41'21"E	15.00'
L11	S15°18'39"W	0.46'
L12	S75°26'29"E	29.13'
L13	N15°24'07"E	2.61'
L14	S74°35'53"E	11.89'
L15	N80°51'57"E	36.01'



**NOTE:**

This EXHIBIT does not represent a monumented land survey, and is only intended to depict the attached LEGAL DESCRIPTION.

Project No:  
220178

Drawn: JAC  
Check: NRM

Date: 7/18/2022  
Sheet 2 of 2

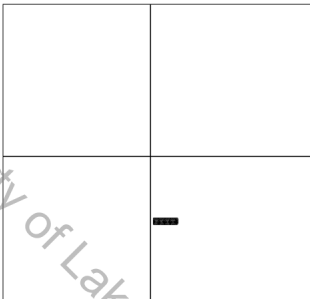
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## EASEMENT MAP RECORD

CONTRACT NUMBER

46282

LOCATION PLAT



SECTION 21 TOWNSHIP 35N RANGE 8W

DETAIL

Draw and Insert sketch below if no exhibit depiction

SEE EXHIBIT "A"

**NIPSCO**