

2023-501233
03/13/2023 09:26 AM
TOTAL FEES: 25.00
BY: SP
PG #: 8

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

FILED

Mar 10 2023 GM

PEGGY HOLINGA-KATONA
LAKE COUNTY AUDITOR

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
Northern Indiana Public Service Company LLC
Attn: Survey & Land
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 Special Warranty Deed dated September 15, 2022, and recorded in the Office of the Recorder for Lake County, Indiana, as Document No. 2022-539228, on September 23, 2022.

EASEMENT FOR UNDERGROUND ELECTRIC FACILITIES

EASEMENT # 46351-8.2

THIS EASEMENT FOR UNDERGROUND ELECTRIC FACILITIES (this "Easement") is granted by **CRP/CHI SANDERS FARM BUILDING 4 OWNER, LLC**, a Delaware limited liability company, whose address is **318 N Carpenter St, Suite 250, Chicago, IL 60607** ("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 Lake County, Indiana (the "Premises"):

1. 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;
3. perform pre-construction work;
4. ingress to and egress from the Easement Area (as defined below) through that portion of the Premises identified as the "Easement Access Area" on Exhibit B attached hereto;
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

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(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 use reasonable efforts to minimize interference with the Grantor's operations at the Premises.

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 Easement.

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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.

If Grantee vacates the Easement or the NIPSCO Facilities in the Easement Area, Grantee shall provide Grantor with written notice of such fact, at which time Grantee shall (a) remove the NIPSCO Facilities from the Easement Area, and (b) restore the surface of the Easement Area to its prior condition within a reasonable time after removing the NIPSCO Facilities. Upon receiving such notice from Grantee, Grantor may execute and record a unilateral termination of this Easement and all right, title, and interest in and to the Easement shall automatically vest in Grantor.

Grantee shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of Premises resulting from Grantee's use of the Easement and construction of the NIPSCO Facilities.

[signature page follows]

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IN WITNESS WHEREOF, the Grantor and Grantee have duly executed this Easement this 23
day of Feb, 2023.

**CRP/CHI SANDERS FARM BUILDING 4 OWNER,
LLC**, a Delaware limited liability company

By: CRP/CHI Sanders Farm Venture, L.L.C., a Delaware
limited liability company, its sole member

By: CHI Midwest 107 Sanders Farm, L.P., a Delaware
limited partnership, its administrative member

By: CHI Development GP, L.L.C., a Delaware limited
liability company, its general partner

By: Matthew J. Kurucz
Name: Matthew Kurucz
Title: Vice President

Property of Lake County Recorder

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

BE IT REMEMBERED that on this 23 day of FEBRUARY, 2023, before me, a Notary Public in and for said county and state aforesaid, personally appeared (name) Matthew Kuczek, (title) Vice President of CHI Development GP, L.L.C., a Delaware limited liability company, the general partner of CHI Midwest 107 Sanders Farm, L.P., a Delaware limited partnership, the administrative member of CRP/CHI Sanders Farm Venture, L.L.C., a Delaware limited liability company, the sole member of **CRP/CHI SANDERS FARM BUILDING 4 OWNER, LLC, a Delaware limited liability company**, and acknowledged the execution of the foregoing instrument on behalf of said company as the voluntary act and deed of said company, for the uses and purposes set forth.

WITNESS my hand and notarial seal this 23 day of FEBRUARY, 2023.

Print Name NISSA ELIZABETH FINCH
(SEAL)

Sign Name 
Notary Public

My Commission Expires 02/11/2025



A Resident of ILLINOIS County, COOK

This instrument prepared by: André Wright, 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." André Wright, Legal Counsel.

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"EXHIBIT A"

Easement Legal Description - Sanders 2A

A parcel of land located in the Southeast Quarter of Section 34, Township 35 North, Range 8 West, Ross Township, Lake County, Indiana, being a portion of land conveyed by CRP/CHI Sanders Farm Parcel Owner, L.L.C. to CRP/CHI Sanders Farm Building 4 Owner, LLC in Document No. 2022-539228 and being a part of Lot 4 of the Plat of The Silos of Sanders Farm recorded in the Office of the Recorder of Lake County, Indiana being more particularly described as follows:

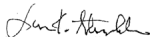
Commencing at the Southeast Corner of the Southeast Quarter of said Section 34; thence North 0°07'31" East along the East Line of the Southeast Quarter of said Section 34 a distance of 600.63 feet to a point; thence North 90°00'00" West a distance of 30.00 feet to a point on the West 30 foot Right-of-Way Line of Mississippi Street and the "Point of Beginning" of this description; thence continuing North 90°00'00" West a distance of 441.19 feet to a point on the Southeast Right-of-Way Line of a 100 foot wide Northern Indiana Public Service Company (NIPSCO) Easement filed in Lake County Circuit Court as Case C55-1243; thence North 68°44'49" East along the Southeast Right-of-Way Line of said Easement a distance of 55.17 feet to a point; thence North 90°00'00" East a distance of 389.73 feet to a point on the West 30 foot Right-of-Way Line of said Street; thence South 0°07'31" West along the West 30 foot Right-of-Way Line of said Street a distance of 20.00 feet to the "Point of Beginning" of this description.

Containing 0.191 of an Acre, more or less.

State ID # 45-12-34-400-008.000-030

Surveyor's Statement:

The purpose of this document is to create an Easement crossing a portion of land deeded to CRP/CHI Sanders Farm Building 4 Owner, LLC in Document No. 2022-539228 in the Office of Recorder of Lake County, Indiana. Horizontal data shown on the Document is based on a positional solution derived from GPS observations using the INDOT CORS Network. Measurements shown hereon are to the nearest 0.01 feet for distance. This is not to indicate the precision of the fieldwork, but allow for mathematical closure.



Loren K. Stackhouse, PS#80040068



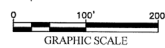
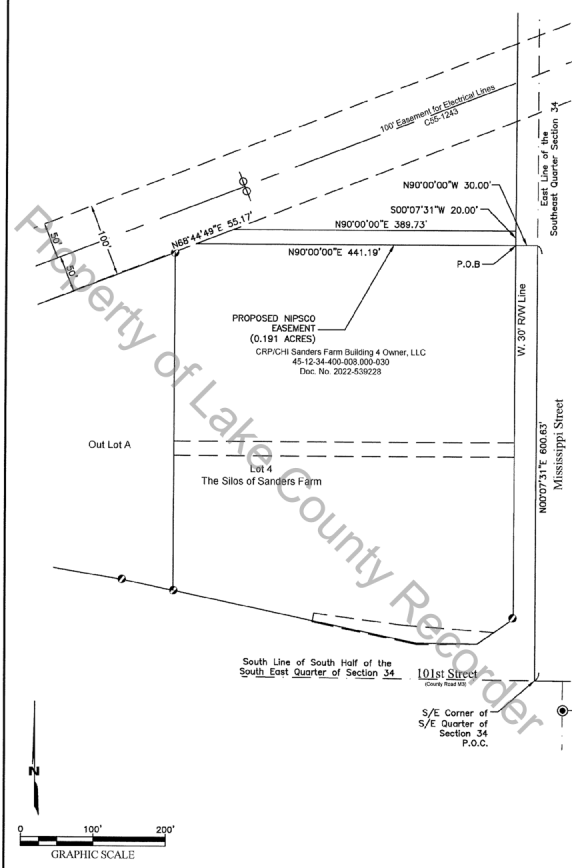
JOB NUMBER: 1022071320
DATE: 12/28/2022
DRAWN BY: Loren K. Stackhouse, PS
PROJECT: Sanders Parcel Plat 2A
DATE: 10/27/2020
FILE: 45-12-34-400-008.000-030
SCALE:
REVISION:



3220 Southview Drive
Elkhart, WI 48514
Phone: 574-286-1010
Email: info@sam.biz

PROJECT: NIPSCO
Sanders Parcel Plat 2A
SHEET 1
OF 2

"EXHIBIT B"



JOB NUMBER	1022071320
DATE	01/14/2022
DRAWN BY	J. Markowski, PS
CHECKED BY	J. Markowski, PS
DATE	01/20/2022
PROJECT	24-11-44-400-008-000-030
TABLE	REVISIONS



3220 Southview Drive
Elkhart, IN 46514
Phone: 574-266-1010
Email: info@sam.biz

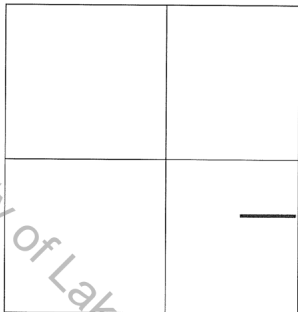
PROJECT: NIPSCO
Sanders Parcel Plat 2A
SHEET 2
OF 2

EASEMENT MAP RECORD

CONTRACT NUMBER

46351-8.2

LOCATION PLAT



SECTION

34

TOWNSHIP

35N

RANGE

8W

DETAIL

Draw and Insert sketch below if no exhibit depiction

SEE EXHIBIT "B"

Property of Lake County Recorder