

20 11 29 2023 11:07 AM
TOA FILED FEB 25 2003
BY: JAS
PG #: 6
RECORDED AS PRESENTED

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

FILED

Nov 29 2023 LM
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 Toa LLC dated October 2, 1999 and recorded in the Office of the Recorder for Lake County, Indiana, as Document No. 99092131.

EASEMENT FOR ELECTRIC AND GAS FACILITIES

EASEMENT# 46324

THIS EASEMENT FOR ELECTRIC AND GAS FACILITIES (this "Easement") is granted this 9 day of NOVEMBER, 2023, by TOA LLC, whose address is **9825 Indianapolis Blvd Highland, Indiana** ("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. 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) towers and poles and to string, wires, cables, conductors, grounds, anchor 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, remove, renew, replace or abandon underground ducts and conduits, underground wires, cables, conductors, manholes, pads for transformers with transformers located thereon and other necessary appurtenances and to also construct, install, operate, maintain, replace, repair, alter the size of, remove, renew, replace or abandon one or more pipelines, gas mains, underground ducts and conduits, splice boxes, bond boxes markers and test terminals and other appurtenances and equipment, together with valves, service lines, service connections and lateral connections installed for transporting gas with associated fluids, or other substances that can be transported through pipelines, and appurtenant facilities including, but not limited to, cathodic protection, hydrate removal systems and underground gas data acquisition and gas communication facilities (collectively, the "NIPSCO Facilities");

NOT AN OFFICIAL DOCUMENT

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;
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 A 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.

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

NOT AN OFFICIAL DOCUMENT

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.

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.

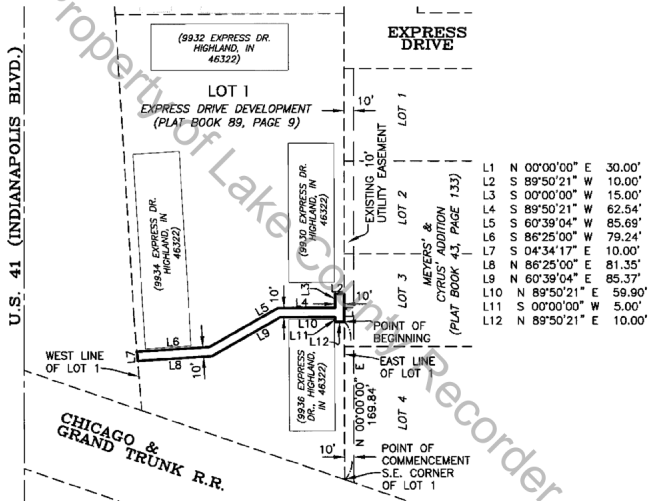
Publicly Available
Lake County Recorder

NOT AN OFFICIAL DOCUMENT

EXHIBIT "A"

PARCEL DESCRIPTION:

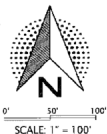
A PARCEL OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN IN THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA, SAID PARCEL ALSO BEING PART OF LOT 1 IN EXPRESS DRIVE DEVELOPMENT, AS RECORDED IN PLAT BOOK 89, PAGE 9 IN THE OFFICE OF THE RECORDER OF SAID COUNTY, SAID PARCEL DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST (BASIS OF BEARINGS IS PER SAID EXPRESS DRIVE DEVELOPMENT PLAT), 159.84 FEET ALONG THE EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 30.00 FEET ALONG SAID EAST LINE; THENCE SOUTH 89 DEGREES 50 MINUTES 21 SECONDS WEST, 10.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 15.00 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 21 SECONDS WEST, 62.54 FEET; THENCE SOUTH 60 DEGREES 39 MINUTES 04 SECONDS WEST, 85.69 FEET; THENCE SOUTH 86 DEGREES 25 MINUTES 00 SECONDS WEST, 79.24 FEET TO THE WEST LINE OF SAID LOT 1; THENCE SOUTH 04 DEGREES 34 MINUTES 17 SECONDS EAST, 10.00 FEET ALONG SAID WEST LINE; THENCE NORTH 86 DEGREES 25 MINUTES 00 SECONDS EAST, 81.35 FEET; THENCE NORTH 60 DEGREES 39 MINUTES 04 SECONDS EAST, 85.37 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 21 SECONDS EAST, 59.90 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 5.00 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 21 SECONDS EAST, 10.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.06 ACRES MORE OR LESS.



GRANTORS:

TAX NO. 45-07-33-151-004.000-026
 TOA, LLC
 WARRANTY DEED
 DOC. NO. 1999-092131
 REC. 11/8/1999

Reference Name: TOA, LLC
 Job No: 22-1697
 Drawn By: DAR
 Date: 9/13/22
 /21-672/NIPSCO EXHIBIT.DWG
 N.W. 1/4, Sec. 33-36-9



G. E. Boren

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

DVG TEAM, Inc
 1155 Troutwine Road
 Crown Point, IN 46307
 Phone: (219) 662-7710
 Fax: (219) 662-2740
 www.dvgteam.com



EASEMENT MAP RECORD

CONTRACT NUMBER

46324

LOCATION PLAT



SECTION NW 33 TOWNSHIP 36N RANGE 9

DETAIL

Draw and insert sketch below if no exhibit depiction

SEE EXHIBIT "X"

Property of Lake County Recorder