RECEIVED
SEP 26 2017
Michelle L. Puckett
Auditor of Kosciusko County

2017091031 EASE $25.00
09/26/2017 02:31:47P 7 PGS
Joetta Mitchell
Kosciusko County Recorder IN
Recorded as Presented

CROSS-REFERENCE: In accordance with Indiana Code § 32-23-2-5(a), the easement described below burdens the real estate acquired by Warranty Deed dated December 23, 1980, and recorded in the Office of the Recorder for Kosciusko County, Indiana, as Document No. 290 page 430, on December 23, 1980.

EASEMENT FOR ELECTRICAL LINES EASEMENT # 40000-2168.00

KNOW ALL MEN, That Polk Family Farms, Inc., an Indiana Corporation (Grantor"), in consideration of the sum of one dollar ($1.00) and other valuable considerations, in hand paid to the Grantor, hereby grants to Northern Indiana Public Service Company, an Indiana Corporation, and its successors and assigns ("Grantee"), this easement (this "Easement") which grants Grantee the right and authority, from time to time, the perpetual irrevocable right and easement to enter upon the Easement Area (as defined below) to construct, erect, install, repair, replace, renew, maintain, extend, enlarge, alter, operate, inspect, patrol, and remove towers, poles, string wires, cables, conductors, guy wires, and other necessary equipment upon and between such towers and poles, together with all equipment, fixtures, and appurtenances (the "NIPSCO Facilities"); together with all the rights and privileges necessary or convenient for the transmission, distribution and delivery of electricity to the general public to be used for light, heat, power and other purposes as well as, including the right of ingress and egress to and from the Easement Area over adjoining lands of Grantor; and the right to survey, trim, cut down and remove or control by herbicides, now existing or future occurring vegetation, any overhanging branches or undergrowth, or any trees of such height which may, in the sole judgment of Grantee, endanger the safety of, or interfere with the use or enjoyment of, any of the NIPSCO Facilities, structures or equipment which interfere with the operation of the NIPSCO Facilitates, within, along and over that certain strip of land or right-of-way situated in the County of Kosciusko, State of Indiana, as further described on Exhibit A attached hereto and incorporated herein (the "Easement Area"), and from the adjoining lands of Grantor. Grantee shall also be permitted to use the fiber optic located within the static within the NIPSCO Facilities for internal

communication purposes provided that Grantee does not authorize third parties to utilize the NIPSCO Facilities for third party communication purposes.

Grantor shall have the right to fully use and enjoy the Easement Area except for such use as may interfere with the exercise by Grantee of the rights granted in this Easement. Grantor shall not construct or permit the construction or use of any building, house, structure, equipment or obstruction of any kind on or over the Easement Area that would interfere with the safe construction, maintenance, or operation of any NIPSCO Facilities.

Grantor further agrees that it will not permit, suffer or cause to be carried out any excavation, change of grade, or water impoundment on or about the Easement Area without the prior written consent of Grantee. It is agreed that the NIPSCO Facilities and each and every part thereof, whether fixed to the realty or not, shall be and remain the property of the Grantee.

Any damages to the crops, livestock, tile or fences of the Grantor within the Easement Area, or on lands of the Grantor adjoining the Easement Area, done by the Grantee in the construction, erection, installation, repair, maintenance, replacement or renewal of the NIPSCO Facilities shall be promptly paid by the Grantee. Patrolling the Easement Area and NIPSCO Facilities on foot shall not constitute grounds for a claim for crop damage.

With regard to the Easement Area, Grantor represents, to the best of its knowledge, that neither the Easement Area, nor any portion thereof, is legally or contractually restricted as to its use or is subject to special environmental protections that would affect the use of the Easement Area for Grantee's intended use.

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, on or along the Easement Area.

Grantee shall indemnify, hold harmless and defend Grantor for any claims, damages, losses, fines, penalties, costs and expenses, (other than consequential damages), suffered by Grantor which

directly result solely from the negligence of the Grantee or its representatives and contractors along the Easement Area.

The Grantor hereby covenants to be the owner in fee simple of the Easement Area, lawfully seized thereof, with good right to grant and convey this Easement herein, and guarantees the quiet possession thereof, and that the Grantor will warrant and defend the title to the Easement Area against all lawful claims.

The rights granted in this Easement may be assigned in whole or in part. This Easement is to be binding on the heirs, executors, administrators, grantees and assigns of the Grantor, and upon the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has duly executed this Easement for Electrical Lines this 12th day of September, 2017.

POLK FAMILY FARMS, INC.

By: Timothy A Polk PRES.
Timothy A. Polk, President

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Personally appeared before me the undersigned, a Notary Public in and for said county and state, Timothy A. Polk, President of Polk Family Farms, Inc. who acknowledged the execution of the foregoing instrument to be his voluntary act and deed.

WITNESS my hand and notarial seal this 12th day of September, 2017.

Signature Kevin L Christner

Print Name KEVIN L CHRISTNER
Notary Public

My Commission Expires January 14, 2021
A Resident of Marion County, Indiana

I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. - André Wright

This instrument prepared by: André Wright, NiSource Corporate Services Company, 801 East 86th Avenue, Merrillville, Indiana 46410.

KEVIN L. CHRISTNER NOTARY PUBLIC MARION COUNTY NOTARY PUBLIC SEAL JANUARY 14, 2021 STATE OF INDIANA

Exhibit A

Legal Description of the Easement Area

*This statement has been added because there is not enough print on this page for the scanner to detect.

Kosciusko County Recorder

EXHIBIT "A"

EASEMENT DESCRIPTION

A strip of land in the Northeast Quarter (NE 1/4) of Section 2, Township 33 North, Range 5 East, Prairie Township, Kosciusko 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" described as follows:

Beginning at a point on the Grantor's West line, said point being South 2°10'37" East a distance of 429.85 feet from Point "10422" designated on said Plat; thence North 33°01'10" East a distance of 520.78 feet to a point on the Grantor's North line; thence North 88°38'18" East along the Grantor's North line a distance of 1035.55 feet to the Grantor's Northeast corner; thence South 2°01'47" East along the Grantor's East line a distance of 190.01 feet; thence South 88°38'18" West a distance of 937.55 feet; thence South 33°01'10" West a distance of 649.35 feet; thence South 5°49'44" West a distance of 168.01 feet to a point on the Grantor's West line; thence North 2°10'37" West along the Grantor's West line a distance of 462.84 feet to the place of beginning of this description.

Containing 6.979 acres of land.

STATE ID: 43-06-02-100-001.000-019

SURVEYOR'S STATEMENT

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT, TOGETHER WITH THE "LOCATION CONTROL SURVEY" RECORDED IN DOCUMENT NO. 2014020120 IN THE OFFICE OF THE RECORDER OF KOSCIUSKO COUNTY, INDIANA, (INCORPORATED AND MADE A PART HEREOF BY REFERENCE) COMPRISE A ROUTE SURVEY EXECUTED IN ACCORDANCE WITH INDIANA ADMINISTRATIVE CODE 865 IAC 1-12 ("RULE 12").

THIS PLAT WAS PREPARED USING INFORMATION OBTAINED FROM THE COUNTY RECORDS. IT DOES NOT REPRESENT A SURVEY OF THE OWNER'S PROPERTY. DIMENSIONS SHOWN ALONG THE EXISTING PROPERTY LINES ARE TAKEN FROM THE LISTED RECORD DOCUMENTS.

IT IS INTENDED THAT THE MONUMENTS AND COORDINATE VALUES SHOWN ON THESE EXHIBITS AND THE SAID "LOCATION CONTROL SURVEY" BE USED AS THE BASIS FOR LOCATING THE EASEMENT LINES SHOWN HEREON.

CHRISTIAN F. MARBACH REGISTERED No. 880002 STATE OF INDIANA LAND SURVEYOR

CHRISTIAN F. MARBACH PLS #880002

REVISED: 12-17-2014

EASEMENT PARCEL PLAT
FOR NIPSCO PARCEL 40000-2168.00
PART OF THE NE 1/4 & SE 1/4, SEC 2, T33N, R5E,
PRAIRIE TOWNSHIP, KOSCIUSKO 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@marbachpls.com
www.marbachpls.com

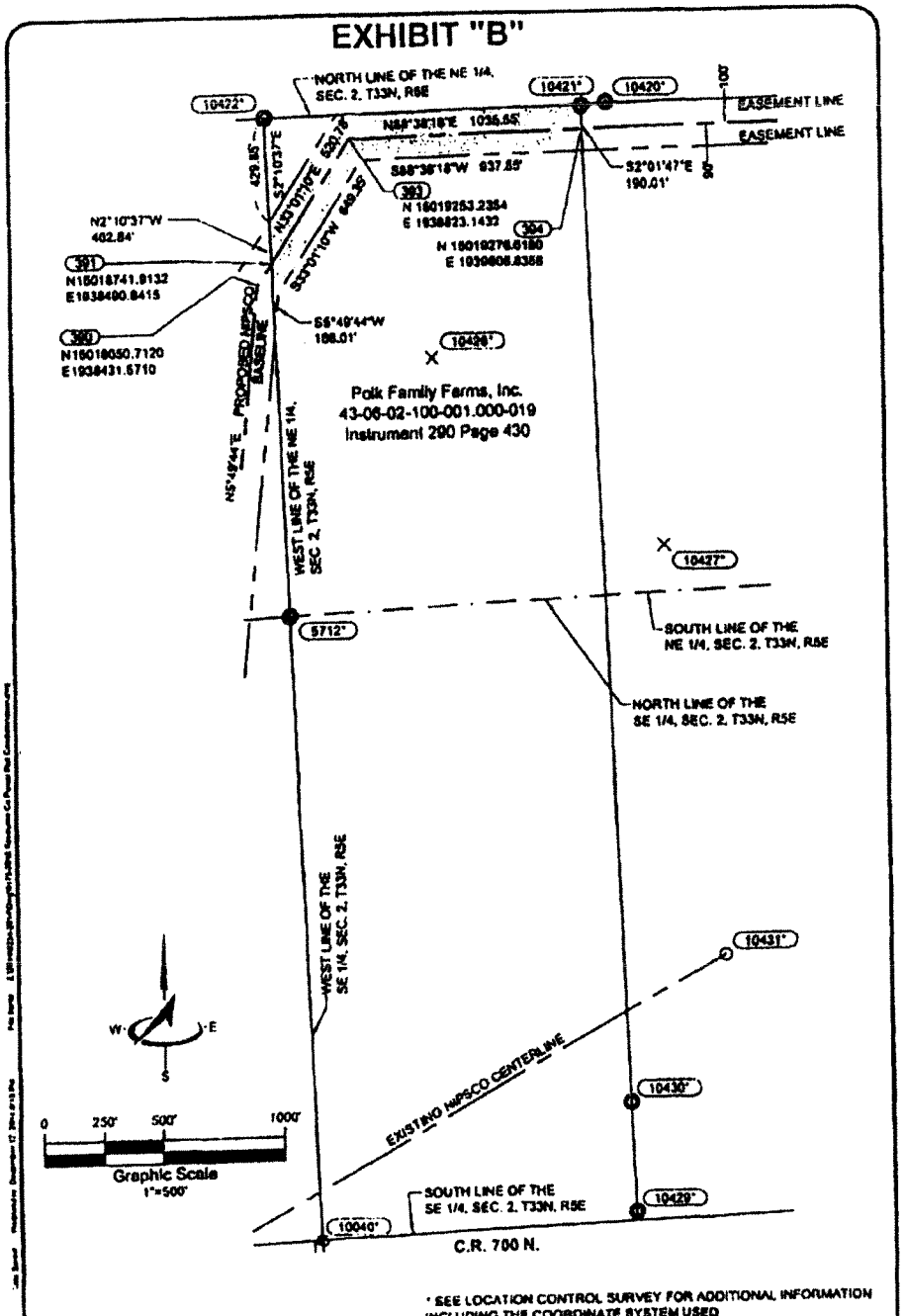
AUTOCAD FILE: 0178-2013 Kosciusko Co Parcel Plat Condemnation.dwg

JOB NUMBER	SCALE	DRAWN BY
0178-2013	NONE	A.K.M. / TRS

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DRAWING NO. L-33214

EXHIBIT "B"



* SEE LOCATION CONTROL SURVEY FOR ADDITIONAL INFORMATION INCLUDING THE COORDINATE SYSTEM USED

REVISED: 12-17-2014

EASEMENT PARCEL PLAT
FOR NIPSCO PARCEL 40000-2166.00
PART OF THE NE 1/4 & SE 1/4, SEC 2, T33N, R5E,
PRAIRIE TOWNSHIP, KOSCIUSKO COUNTY
INDIANA

Marbach
Marbach, Brady & Weaver, Inc.
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3220 Southview Drive
Elkhart, Indiana 46514
(574) 266-1010
Fax: (574) 262-3040
info@marbachpls.com
www.marbachpls.com

AUTOCAD FILE: 0175 2013 Kosciusko Co Parcel Plat Condemnation.dwg

JOB NUMBER	SCALE	DRAWN BY		SHEET	DRAWING NO
0175-2013	1"=500'	A.K.M. / T.R.S.	© 2014 Marbach, Brady & Weaver, Inc.	2 OF 2	L-33214