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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2017 006919

2017 JAN 31 PM 3:19

MICHAEL B. BROWN  
RECORDER

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

Northern Indiana Public Service Company  
Attn: Suzanne Kizior  
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 Trustee's Deed dated May 7, 2001, and recorded in the Office of the Recorder for Lake County, Indiana, as Document No. 2001 - 039852 <sup>SK</sup>

**EASEMENT FOR ELECTRIC FACILITIES**

EASEMENT # 40460

**Document is NOT OFFICIAL!**

THIS EASEMENT FOR ELECTRIC FACILITIES (this Easement) is granted by **Dennis and Lelenia Tyburski**, whose address is 610 New Castle Drive, Unit A1 Schererville, IN 46375 ("Grantor") in favor of **Northern Indiana Public Service Company** an Indiana corporation, with its principle 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 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, repair, alter the size of, remove, renew, replace or abandon towers and poles and to string, install, operate, maintain, replace, repair, alter the size of, remove, renew, replace or abandon wires, cables, conductors, guy wires and other necessary equipment upon and between such towers and poles, and to also 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;

NO SALES DISCLOSURE NEEDED

Approved Assessor's Office

By: 1 

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JOHN E. PETALAS  
LAKE COUNTY AUDITOR

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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 (as defined below) 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 legal description for the location of NIPSCO Facilities is set out on Exhibit A (the "Easement Area") 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, unapproved fences, dwellings, garages, out-buildings, pools, decks, man-made bodies of water, trees, shrubbery, leach beds, septic tanks, paved or gravel roads or paved or gravel passageways or trails 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.

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

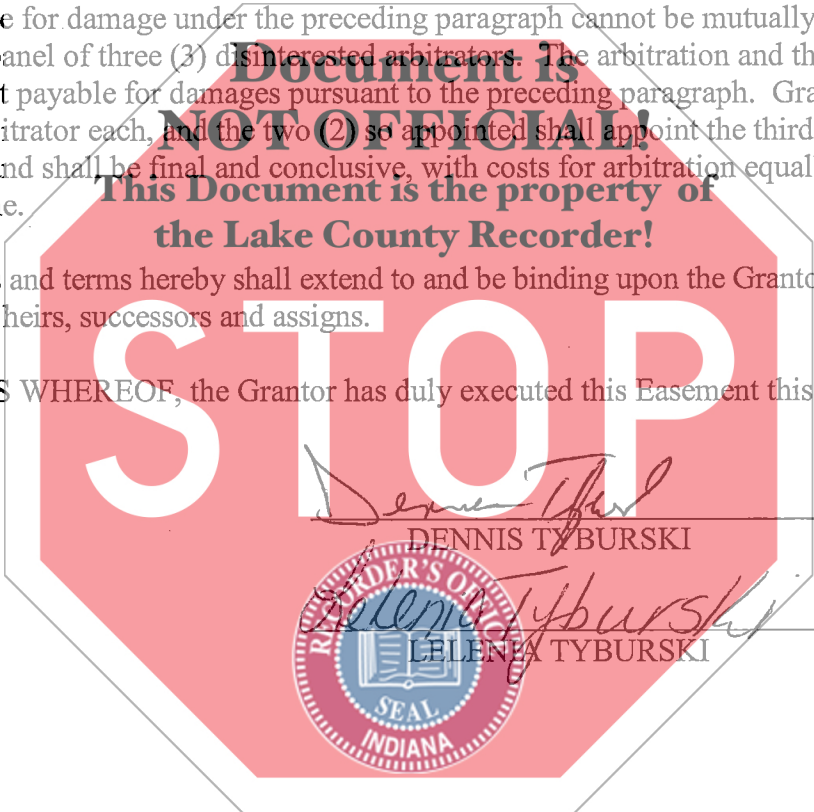
claims, damages, losses, judgments, suits, actions and liabilities, whether arising during, prior to or subsequent to the term of this Easement, related to the presence of pollutants, contaminants, petroleum, hazardous substances or endangerments in, beneath or along the Premises.

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.

If the amount payable for damage under the preceding paragraph cannot be mutually agreed upon, it shall be determined by a panel of three (3) disinterested arbitrators. The arbitration and the award shall be limited to the amount payable for damages pursuant to the preceding paragraph. Grantor and Grantee shall appoint one arbitrator each, and the two (2) so appointed shall appoint the third. The award shall be a majority decision and shall be final and conclusive, with costs for arbitration equally shared by parties, regardless of outcome.

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.

IN WITNESS WHEREOF, the Grantor has duly executed this Easement this 17<sup>th</sup> day of Dec, 2016.



STATE OF INDIANA )  
 ) SS.  
COUNTY OF LAKE )

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, Dennis Tyburski and Lelenia Tyburski, who acknowledged the execution of the foregoing instrument to be their voluntary act and deed for the uses and purposes set forth.

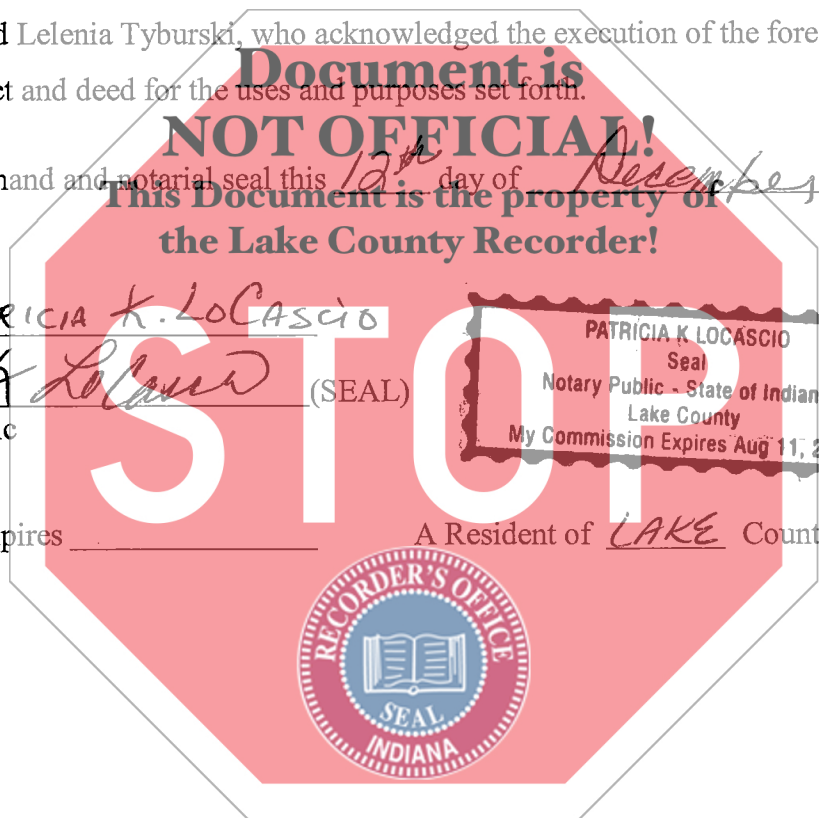
WITNESS my hand and notarial seal this 12<sup>th</sup> day of December, 2016.

Print Name PATRICIA K. LOCASCIO

*Patricia K. Locascio* (SEAL)  
Notary Public

PATRICIA K. LOCASCIO  
Seal  
Notary Public - State of Indiana  
Lake County  
My Commission Expires Aug 11, 2024

My Commission Expires \_\_\_\_\_ A Resident of LAKE County, Indiana

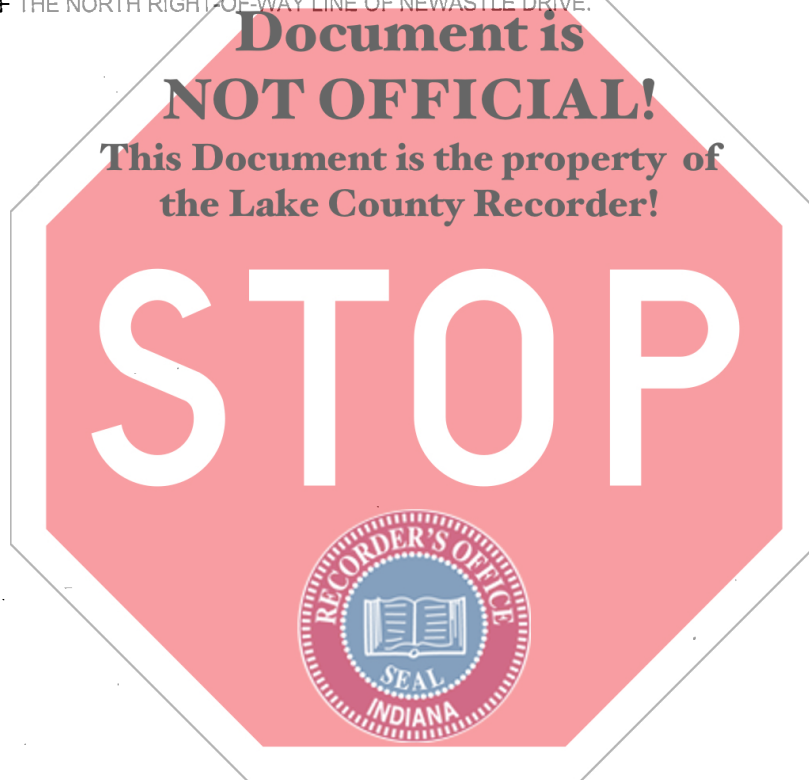


This instrument prepared by: André Wright. "I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law."  
André Wright

# EXHIBIT "A"

## EASEMENT DESCRIPTION

A 10 FOOT STRIP OF LAND ON LOT 10 IN STONEBROOK PHASE TWO, A SUBDIVISION IN THE TOWN OF SCHERERVILLE, INDIANA, AS RECORDED IN PLAT BOOK 69, PAGE 16, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. SAID STRIP OF LAND LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE EAST LINE OF LOT 10, 172.6 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE S54°20'47"W, A DISTANCE OF 60.14 FEET TO THE POINT OF TERMINUS AT THE EAST LINE OF A 15 FOOT UTILITY EASEMENT, LYING 5.57 FEET NORTH OF THE NORTH RIGHT-OF-WAY LINE OF NEWCASTLE DRIVE.



**NIPSCO** 

NORTHERN INDIANA PUBLIC SERVICE COMPANY  
801 EAST 86TH AVENUE MERRILLVILLE, INDIANA 46410