

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2019 020397

2019 APR -8 AM 8:35

MICHAEL B. BROWN  
RECORDER

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
Northern Indiana Public Service Company LLC  
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 Warranty Deed dated September 26, 2018 and recorded in the Office of the Recorder for Lake County, Indiana, as Document No. 2018-068946 on October 5, 2018.

EASEMENT FOR ELECTRIC FACILITIES

EASEMENT #40907

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THIS EASEMENT FOR ELECTRIC FACILITIES (this "Easement") is granted by **Michael S. Arena**, whose address is 2533 West 181<sup>st</sup> Avenue, Lowell, Indiana 46356 ("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 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;

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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 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 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, 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.

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 for Electric Facilities this 6 day of April, 2019

Michael S. Arena

Michael S. Arena

STATE OF IN

COUNTY OF Lake

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BE IT REMEMBERED that on this 6 day of April, 2019, before me, a Notary Public in and for said county and state aforesaid, personally appeared Michael S. Arena, and acknowledged the execution of the foregoing instrument as a voluntary act and deed for the uses and purposes set forth.

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

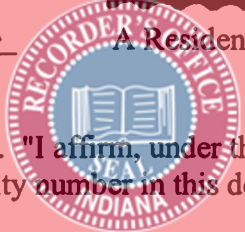
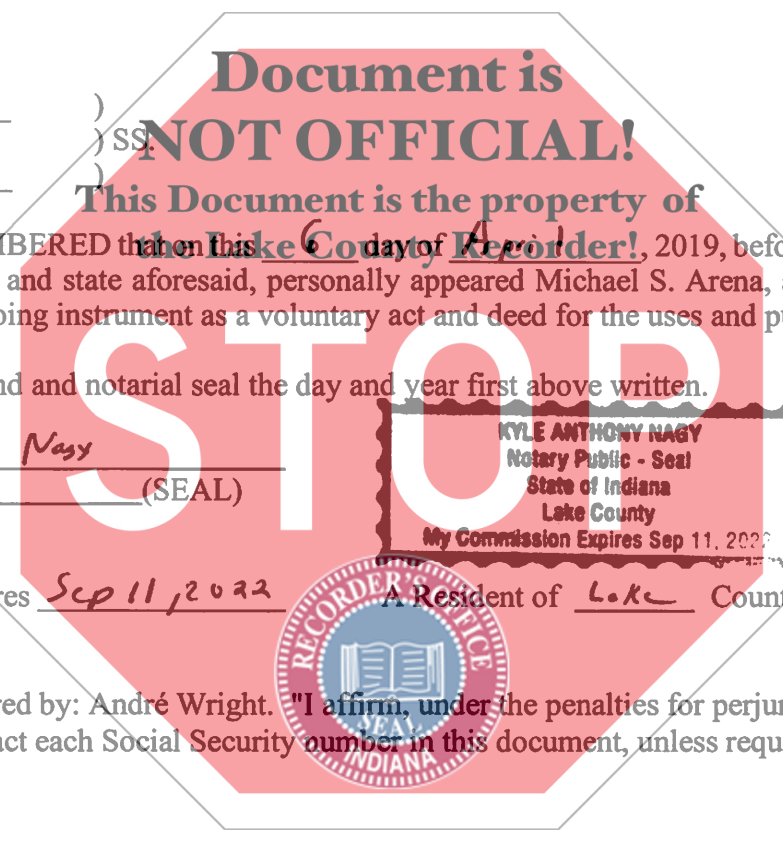
Print Name Kyle A Nagy  
K A Nagy (SEAL)  
Notary Public



My Commission Expires Sep 11, 2022 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



# Easement No. 40907 - Exhibit A

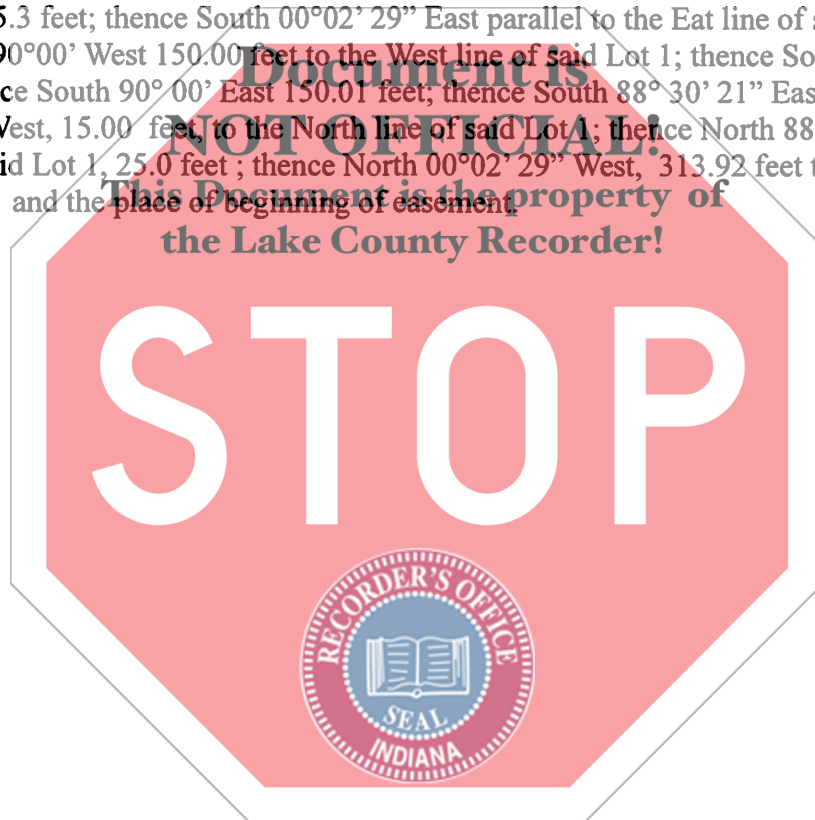
## 15 FOOT UTILITY EASEMENT BITTERS ACRES PLAT BOOK 101 PG. 23

A FOOT WIDE UTILITY EASEMENT ALONG THE EAST AND NORTH LINE OF LOT 1 AND A 15 FOOT WIDE UTILITY EASEMENT RUNNING ACROSS LOT 1 OF SAID BITTERS ACRES TO THE EAST LINE OF JOY FARMS SUBDIVISION, AS SHOWN ON THE ATTACHED EXHIBIT "A".

(SEE ATTACHED EXHIBIT A).

### DESCRIPTION OF EASEMENT:

Commencing at the Northeast corner of Lot 1 Bitters Acres as shown in Plat Book 101, page 23 in the Office of the Recorder of Lake County, Indiana, thence South  $78^{\circ}31'03''$  West along the North line of said lot 1, 15.3 feet; thence South  $00^{\circ}02'29''$  East parallel to the East line of said Lot 1, 310.48 feet; thence North  $90^{\circ}00'$  West 150.00 feet to the West line of said Lot 1; thence South along said West line, 15.0 feet; thence South  $90^{\circ}00'$  East 150.01 feet; thence South  $88^{\circ}30'21''$  East 40.01 feet; ; thence North  $00^{\circ}02'29''$  West, 15.00 feet, to the North line of said Lot 1; thence North  $88^{\circ}30'21''$  West along the North line of said Lot 1, 25.0 feet ; thence North  $00^{\circ}02'29''$  West, 313.92 feet to the Northeast corner of said Lot 1 and the place of beginning of easement.



# EXHIBIT "A"

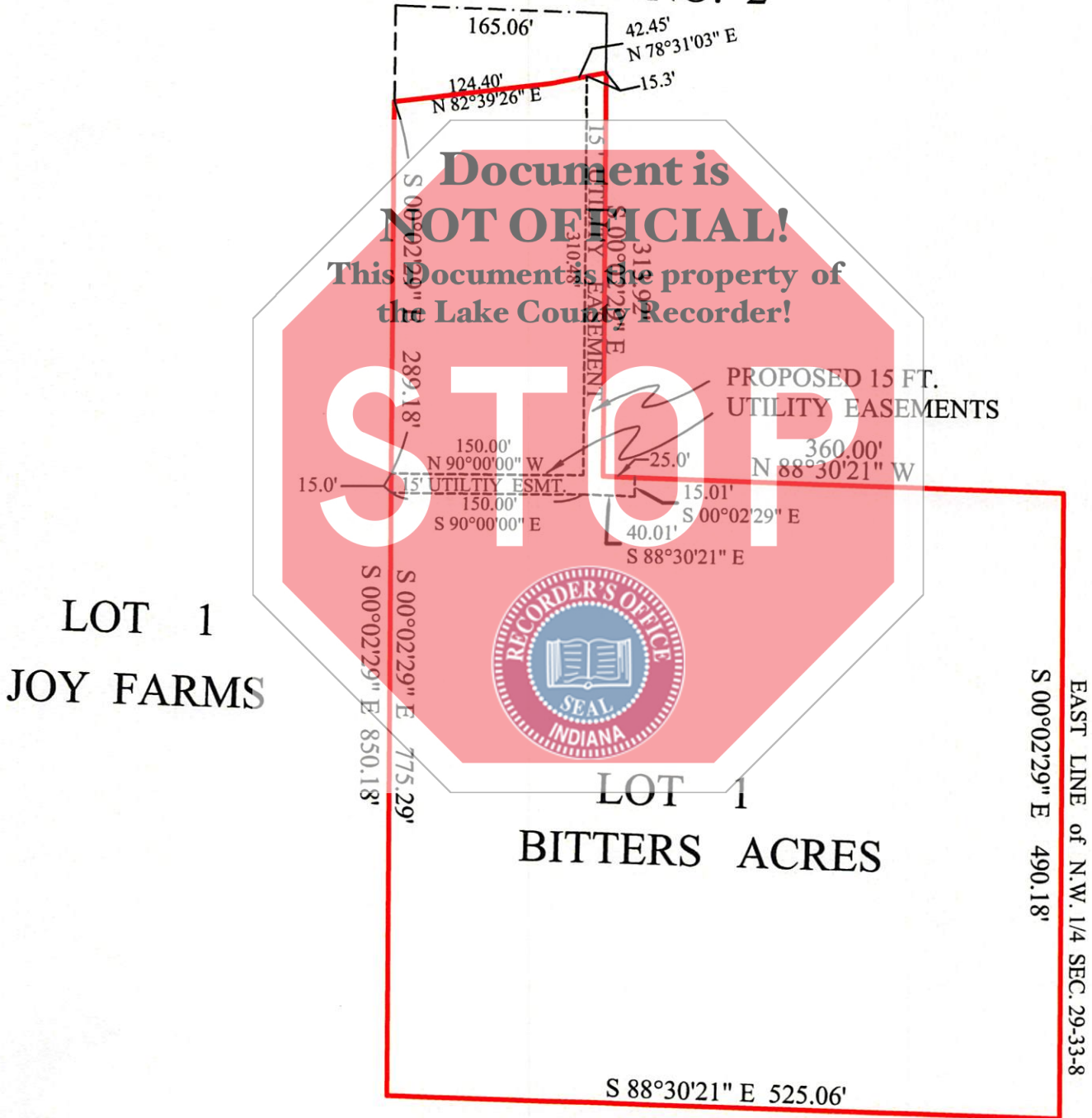
PROPERTY ADDRESS:

2533 W. 181ST AVENUE      LOWELL, IN 46356

LEGAL DESCRIPTION:

LOT 1, BITTERS ACRES, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 101  
PAGE 23 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

IN W. 181ST AVE.  
STATE ROAD NO. 2



## GKA

GLENN KRACHT  
ASSOCIATES

CROWN POINT, IN 46307 PHONE: 219-663-8623 FAX: 219-663-8945  
GKRACHT@COMCAST.NET