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FILED

Feb 15 2023 GM
PEGGY HOLINGA-KATONA
LAKE COUNTY AUDITOR

2023-504482
02/15/2023 03:21 PM
TOTAL FEES: 25.00
BY: JAS
PG #: 5

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

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 Warranty Deed dated April 22, 2021 and recorded in the Office of the Recorder for Lake County, Indiana, as Document No. 2021 512072, recorded on June 7, 2021.

EASEMENT FOR ELECTRIC FACILITIES

EASEMENT # 46203

THIS EASEMENT FOR ELECTRIC FACILITIES (this "Easement") is granted by **JGWHEY Farms LLC**, whose address is **9212 Marquette Street, St. John, IN 46373** ("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 (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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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, 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.

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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.

Property of Lake County Recorder

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IN WITNESS WHEREOF, the Grantor has duly executed this Easement this 12 day of December, 2022.

JGWHEY Farms LLC

By: _____
Name: Joseph Camatick
Title: owner

STATE OF INDIANA)
) SS.
COUNTY OF LAKE)

BE IT REMEMBERED that on this 12 day of December, 2022, before me, a Notary Public in and for said county and state aforesaid, personally appeared (name) Joseph Camatick, (title) owner of JGWHEY Farms LLC and acknowledged the execution of the foregoing instrument in behalf of JGWHEY Farms LLC as the voluntary act and deed of JGWHEY Farms LLC, for the uses and purposes set forth.

WITNESS my hand and notarial seal this 12 day of December, 2022.

Print Name Chris A. Carroll
Signature [Signature] (SEAL)
Notary Public



My Commission Expires 12/02/2027
A Resident of Van Buren County, MI

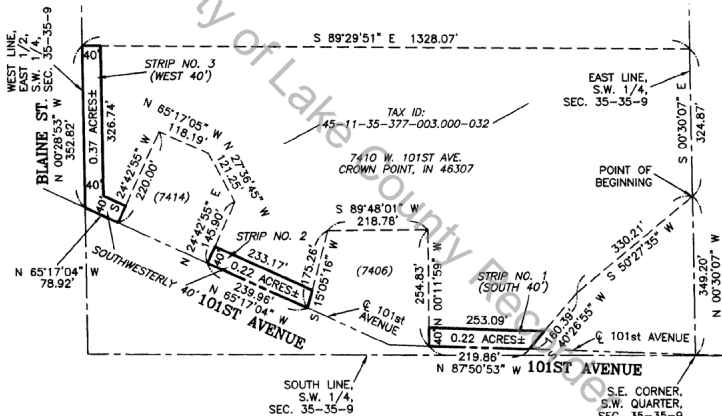
This instrument prepared by: Angela Hall Williams, NIPSCO Legal Counsel. "I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." Angela Hall Williams, NIPSCO Legal Counsel.

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EXHIBIT "A"

PARCEL DESCRIPTION:

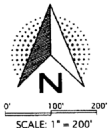
THREE 40 FOOT WIDE STRIPS OF LAND LYING IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE 2ND PRINCIPAL MERIDIAN IN LAKE COUNTY, INDIANA, SAID STRIPS ALL LYING WITHIN THE FOLLOWING DESCRIBED PARCEL: BEGINNING AT A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER AND 349.20 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER, THENCE SOUTH 50 DEGREES 27 MINUTES 35 SECONDS WEST, 330.21 FEET; THENCE SOUTH 40 DEGREES 26 MINUTES 55 SECONDS WEST, 160.39 FEET TO THE CENTER LINE OF 101ST AVENUE; THENCE NORTH 87 DEGREES 50 MINUTES 53 SECONDS WEST, ALONG SAID CENTER LINE, 219.86 FEET; THENCE NORTH 00 DEGREES 11 MINUTES 59 SECONDS WEST, 254.83 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 01 SECONDS WEST, 218.78 FEET; THENCE SOUTH 15 DEGREES 05 MINUTES 16 SECONDS WEST, 175.26 FEET TO THE CENTER LINE OF 101ST AVENUE; THENCE NORTH 65 DEGREES 17 MINUTES 04 SECONDS WEST, 118.19 FEET; THENCE SOUTH 24 DEGREES 42 MINUTES 55 SECONDS WEST, 145.90 FEET; THENCE NORTH 27 DEGREES 36 MINUTES 45 SECONDS WEST, 121.25 FEET; THENCE NORTH 65 DEGREES 17 MINUTES 05 SECONDS WEST, 118.19 FEET; THENCE SOUTH 24 DEGREES 42 MINUTES 55 SECONDS WEST, 220.00 FEET TO THE CENTER LINE OF 101ST AVENUE; THENCE NORTH 65 DEGREES 17 MINUTES 04 SECONDS WEST, ALONG SAID CENTER LINE, 78.92 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE NORTH 00 DEGREES 28 MINUTES 53 SECONDS WEST, ALONG SAID WEST LINE, 352.82 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 51 SECONDS EAST, PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST QUARTER, 1328.07 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 30 MINUTES 07 SECONDS EAST, ALONG SAID EAST LINE, 324.87 FEET TO THE POINT OF BEGINNING, SAID STRIPS BEING THE SOUTH, SOUTHWESTERLY, AND WEST 40 FEET OF SAID PARCEL WITH THE FIRST STRIP'S SOUTH LINE BEING SAID 219.86 FOOT COURSE, THE SECOND STRIP'S SOUTHWESTERLY LINE BEING SAID 239.96 FOOT COURSE, AND THE THIRD STRIP'S SOUTHWESTERLY LINE BEING SAID 78.92 FOOT COURSE WITH THE WEST LINE OF SAID THIRD STRIP BEING SAID 352.82 FOOT COURSE, SIDELINES OF SAID STRIPS SHALL BE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE AT THE LINES OF SAID DESCRIBED PARCEL, SAID STRIPS CONTAINING A TOTAL OF 0.81 ACRES MORE OR LESS.



GRANTOR:

TAX NO. 45-11-35-377-003.000-032
 JGWHEY FARMS LLC
 WARRANTY DEED
 DOC. NO. 2021 512072
 REC. 6/7/2021

Reference Name: NIPSCO
 Survey Job No: 522-470
 Drawn By: MLF
 Date: 5/18/2022
 /22-470/EXHIBIT
 JGWHEY.DWG
 S.W. 1/4 Sec. 35-35-9
 Lake County, IN



Glen E. Boren

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

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 www.dvgteam.com

