

# NOT AN OFFICIAL DOCUMENT

**FILED**

Mar 13 2023 GM  
PEGGY HOLINGA-KATONA  
LAKE COUNTY AUDITOR

2023-507367  
03/13/2023 03:15 PM  
TOTAL FEES: 25.00  
BY: SP  
PG #: 7

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 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 Limited Liability Company Warranty Deed dated July 18, 2022, and recorded in the Office of the Recorder for Lake County, Indiana, as Document No. 2022-530398, on July 25, 2022.

## EASEMENT FOR ELECTRIC FACILITIES

EASEMENT # 46351-12

THIS EASEMENT FOR ELECTRIC FACILITIES (this "Easement") is granted by **Freedom Land Investments LLC, an Indiana limited liability company**, whose address is **3994 Willowood Court, Crown Point, IN 46307** ("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 (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;

No Sales Disclosure Needed  
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By: JF  
Office of the Lake County Assessor

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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 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, 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, EXCEPTING DRIVEWAYS THAT THE GRANTOR DEEMS NECESSARY FOR THE COMMERCIAL, BUSINESS, INDUSTRIAL OR OTHER REASONABLE USE OF THE GRANTOR'S PROPERTY, 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, EXCEPTING DRIVEWAYS THAT THE GRANTOR DEEMS NECESSARY FOR THE COMMERCIAL, BUSINESS, INDUSTRIAL OR OTHER REASONABLE USE OF THE GRANTOR'S PROPERTY, without the written consent of the Grantee. Grantor shall not construct or permit to be constructed or place any unapproved fences 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 within the Easement Area. Grantor will not engage in, and will not permit, the operation of any heavy machinery or equipment, EXCLUDING AUTOMOBILES, PASSENGER TRUCKS, SEMITRUCKS, AND COMMERCIAL DELIVERY VEHICLES, 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 any 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 9<sup>th</sup> day of March, 2023.

FREEDOM LAND INVESTMENTS LLC, an Indiana limited liability company

By: David Shepard

Name: David Shepard

Title: Member

STATE OF INDIANA )  
 ) SS.  
COUNTY OF LAKE )

BE IT REMEMBERED that on this 9<sup>th</sup> day of MARCH, 2023, before me, a Notary Public in and for said county and state aforesaid, personally appeared (name) DANA SHEPARD, (title) MEMBER of **Freedom Land Investments LLC, an Indiana limited liability company** and acknowledged the execution of the foregoing instrument on behalf of said company as the voluntary act and deed of said company, for the uses and purposes set forth.

WITNESS my hand and notarial seal this 9<sup>th</sup> day of MARCH, 2023.

Print Name MATT T. GILLIKIN

Sign Name [Signature]  
Notary Public

(SEAL)



My Commission Expires MAY 19, 2030

A Resident of PORTER County, INDIANA

This instrument prepared by: Andre Wright, 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." Andre Wright, NIPSCO Legal Counsel.

"EXHIBIT A"

## Easement Legal Description - South Freedom

A parcel of land located in the Northeast Quarter of Section 34, Township 35 North, Range 8 West, Ross Township, Lake County, Indiana, said parcel adjoining the South Line of Lot 2 in Gibson Acres as shown in Plat Book 93 Page 13 and being a portion of land conveyed by Randolph Investments, LLC to Freedom Land Investments LLC in Document Number 2022-530398, Parcel 2 in the Office of the Recorder of Lake County, Indiana being more particularly described as follows:

Commencing at the Northeast Corner of said Section 34; thence South 0°10'45" East (basis of bearings per Document Number 2022-530398, Parcel 2) along the East Line of the Northeast Quarter of said Section 34 a distance of 165.00 feet to a point; thence North 89°55'00" West a distance of 30.00 feet to a Southeast Corner of said Lot 2, a point on the West 30 foot Right-of-Way Line of Mississippi Street and the "Point of Beginning" of this description; thence South 0°10'45" East along the West 30.00 foot Right-of-Way Line of said Street a distance of 265.00 feet to a point; thence North 89°55'00" West a distance of 20.14 feet to a point; thence North 0°07'15" West a distance of 265.00 feet to a point on a South Line of said Lot 2; thence South 89°55'00" East along a South Line of said Lot 2 and the North Line of said Freedom Land a distance of 19.87 feet to the "Point of Beginning" of this description.

Containing 0.122 of an Acre, more or less.

State ID # 45-12-34-226-005,000-030

### Surveyor's Statement:

The purpose of this document is to create an Easement crossing a portion of land deeded to Freedom Land Investments LLC in Document No. 2022-530398, Parcel 2 in the Office of Recorder of Lake County, Indiana. Horizontal data shown on the Document is based on a positional solution derived from GPS observations using the INDOT CORS Network. Measurements shown hereon are to the nearest 0.01 feet for distance. This is not to indicate the precision of the fieldwork, but allow for mathematical closure.

Loren K. Stackhouse, PS#80040068



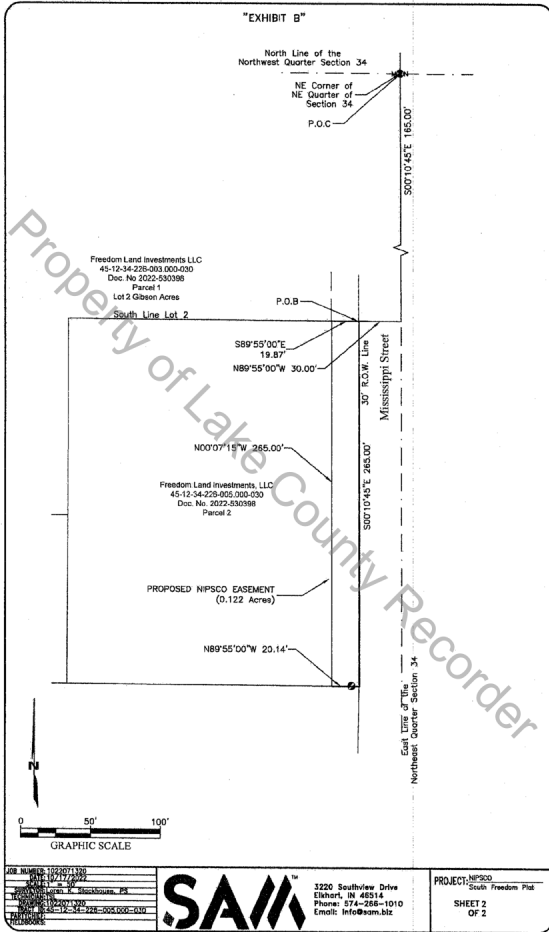
JOB NUMBER	1022071320
DATE	10/17/2022
DRAWN BY	
CHECKED BY	Loren K. Stackhouse, PS
DATE	10/20/2022
PROJECT	
TITLE	
SCALE	
DATE	
BY	
DATE	



3220 Southview Drive  
Elkhart, IN 46514  
Phone: 574-266-1010  
Email: info@sam.biz

PROJECT: MPS00  
South Freedom Plat  
SHEET 1  
OF 2

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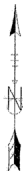
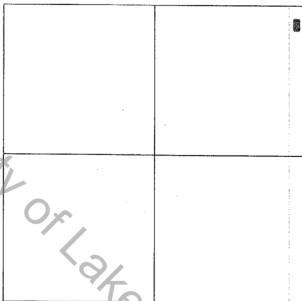


## EASEMENT MAP RECORD

CONTRACT NUMBER

46351-12

LOCATION PLAT



SECTION

34

TOWNSHIP

35N

RANGE

8W

DETAIL

Draw and insert sketch below if no exhibit depiction  
SEE EXHIBIT "B"