

2024 5/15/24
01/17/2024 09:22 AM
TOTAL FEES: 25.00
BY: JAS
PG #: 6
RECORDED AS PRESENTED

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

FILED

Jan 16 2024 KAP
PEGGY HOLINGA-KATONA
LAKE COUNTY AUDITOR

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 Personal Representative's Deed Dated July 22nd, 2022, and recorded in the Office of the Recorder for Lake County, Indiana, as Document No. 2022-530244.

EASEMENT FOR ELECTRIC FACILITIES

EASEMENT # 46405-13

THIS EASEMENT FOR ELECTRIC FACILITIES (this "Easement") is granted by **Celia Avila**, whose address is **7808 E. 117th Avenue, Winfield, Indiana 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. 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 (as7 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 and shown on Exhibit A attached hereto and incorporated herein (the "Easement Area").

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.

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

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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 7/28th day of July 2023.

By: Celia Avila
Celia Avila

State of Indiana
County of Lake)^{ss}

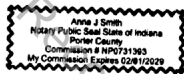
BE IT REMEMBERED that on this 28th day of July, 2023, before me, a Notary Public in and for said county and state aforesaid, personally appeared Celia Avila, and acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes set forth.

WITNESS my hand and notarial seal this 28th day of July, 2023.

Print Name Anna J. Smith (SEAL)

Sign Name Anna J. Smith
Notary Public

My Commission Expires 02/01/2029
A Resident of Porter County, Indiana



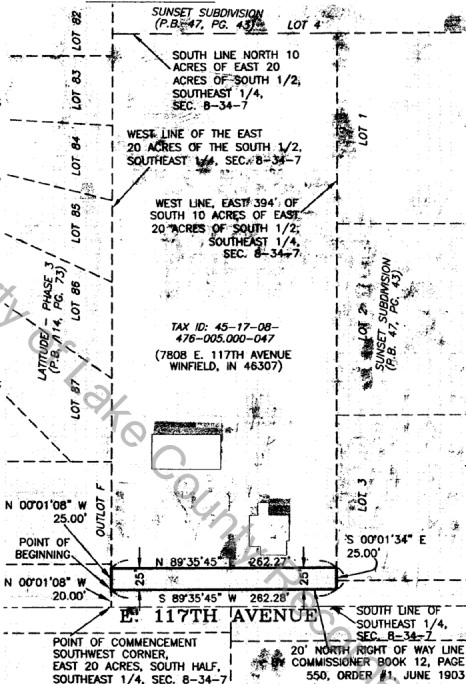
This instrument prepared by: Andre Wright, NIPSCO Legal Counsel. "I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." Andre Wright, NIPSCO Legal Counsel.

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EXHIBIT "A"

PARCEL DESCRIPTION:

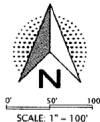
A 25 FOOT WIDE STRIP OF LAND BEING PART OF THE EAST 20 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 34 NORTH, RANGE 7 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE TOWN OF WINFIELD, LAKE COUNTY, INDIANA, EXCEPT THE EAST 394 FEET OF THE SOUTH 10 ACRES OF SAID EAST 20 ACRES, SAID 25 FOOT WIDE STRIP DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID EAST 20 ACRES; THENCE NORTH 00 DEGREES 01 MINUTES 08 SECONDS WEST (BASIS OF BEARINGS IS ASSUMED), 20.00 FEET ALONG THE WEST LINE OF SAID EAST 20 ACRES TO THE NORTH 20 FOOT RIGHT OF WAY LINE OF EAST 117TH AVENUE AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 01 MINUTES 08 SECONDS WEST, 25.00 FEET ALONG SAID WEST LINE; THENCE NORTH 89 DEGREES 35 MINUTES 45 SECONDS EAST, 262.27 FEET PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO THE WEST LINE OF THE EAST 394 FEET OF THE SOUTH 10 ACRES OF SAID EAST 20 ACRES; THENCE SOUTH 00 DEGREES 01 MINUTES 34 SECONDS EAST, 25.00 FEET ALONG LAST SAID WEST LINE TO SAID NORTH RIGHT OF WAY LINE; THENCE SOUTH 89 DEGREES 35 MINUTES 45 SECONDS WEST, 262.28 FEET PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO THE POINT OF BEGINNING, SAID STRIP CONTAINING 6,557 SQUARE FEET OR 0.15 ACRES MORE OR LESS.



GRANTORS:

TAX NO: 45-17-08-476-005.000-047
CELIA AWILA
PERSONAL REPRESENTATIVE'S DEED
DOCUMENT NO. 2022-530244
RECORDED 7/22/2022

Reference Name: NIPSCO
Survey Job No: 22-1619
Drawn By: G.B.
Date: 3/15/2023
/2022/22-1619-2 Exhibits.dwg
Section 8-34-7
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.

DVG TEAM, Inc
1155 Troutwine Road
Crown Point, IN 46307
Phone:(219) 662-7710
Fax:(219) 662-2740
www.dvgteam.com



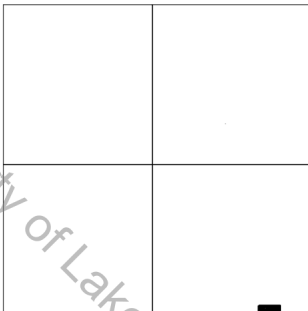
NOT AN OFFICIAL DOCUMENT

EASEMENT MAP RECORD

CONTRACT NUMBER

46405-13

LOCATION PLAT



SECTION 8 TOWNSHIP 34N RANGE 7W

DETAIL

Draw and insert sketch below if no exhibit depiction

SEE EXHIBIT B

Or

NONE

NIPSCO