

2024-10-16 09:01:17
01/17/2024 11:10 PM
TOTAL FEES: 25.00
BY: JAS
PG #: 6
RECORDED AS PRESENTED

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

FILED

Jan 17 2024 LM
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 Warranty Deed dated June 30th, 2017 and recorded in the Office of the Recorder for Lake County, Indiana, as Document No. 2000 029607.

EASEMENT FOR ELECTRIC FACILITIES

EASEMENT # 46405-09

THIS EASEMENT FOR ELECTRIC FACILITIES (this "Easement") is granted by Charles Ivan Bertolo Sr. and Kristy R. Bertolo, Husband and Wife, whose address is 8703 E. 109th Avenue, Crown Point, 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 (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 shown and further described 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 27 day of October 2023.

By: [Signature]
Charles Ivan Bertolo Sr.

By: [Signature]
Kristy R Bertolo

State of Indiana
County of Lake)⁵⁵

BE IT REMEMBERED that on this 27 day of October, 2023, before me, a Notary Public in and for said county and state aforesaid, Charles Ivan Bertolo Sr. and Kristy R. Bertolo personally appeared, 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 27 day of October, 2023.

Print Name Alyssa Bach
Sign Name Alyssa Bach (SEAL)
Notary Public



My Commission Expires August 17, 2025
A Resident of Lake County, Indiana

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

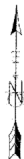
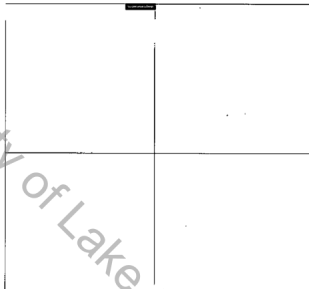
EXECUTED AND DELIVERED in my presence:

EASEMENT MAP RECORD

CONTRACT NUMBER

46405-09

LOCATION PLAT



SECTION

9

TOWNSHIP

34N

RANGE

7W

DETAIL

Draw and Insert sketch below if no exhibit depiction

SEE EXHIBIT B

Or

NONE