

2024-50666  
03/20/2024 02:44 PM  
TOTAL FEE: 25.00  
BY: JAS  
PG #: 6  
RECORDED AS PRESENTED

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
GINA PIMENTEL  
RECORDER

**FILED**

Mar 20 2024 BDD  
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 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 Tax Deed dated 28<sup>th</sup> Day of December 2009 and recorded in the Office of the Recorder for Lake County, Indiana, as Document No. 2010 006602 on February 4, 2010.

**EASEMENT FOR ELECTRIC FACILITIES**

EASEMENT # 200332-0019

THIS EASEMENT FOR ELECTRIC FACILITIES (this "Easement") is granted by Michael J. Lambert, whose address is 7408 East 125<sup>th</sup> Avenue, 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;

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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 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.

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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.

County of Lake County Recorder

# NOT AN OFFICIAL DOCUMENT

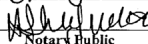
IN WITNESS WHEREOF, the Grantor has duly executed this Easement this 29<sup>th</sup> day of February 2024.

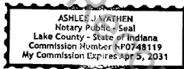
By:   
Michael J. Lambert

State of Indiana )  
County of Lake ) ss

BE IT REMEMBERED that on this 29<sup>th</sup> day of February, 2024, before me, a Notary Public in and for said county and state aforesaid, personally appeared **Michael J. Lambert**, 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 29<sup>th</sup> day of February, 2024.

Print Name Ashlee J. Withem  
Sign Name  (SEAL)  
Notary Public



My Commission Expires 4-5-2031  
A Resident of Indiana County, Lake

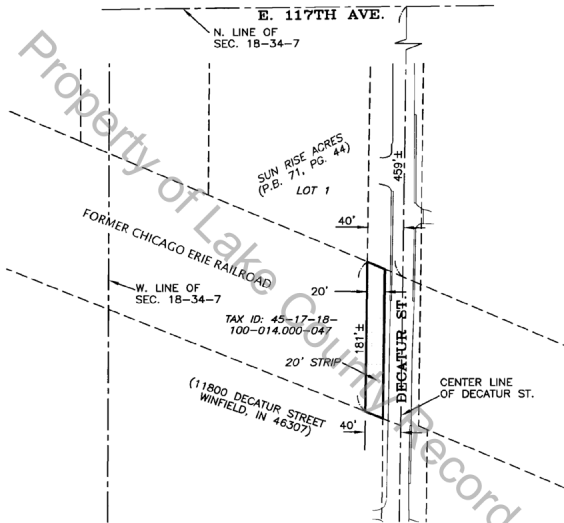
This instrument prepared by: Kathryn A Bryan, NIPSCO Legal Counsel. "I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." Kathryn A Bryan, NIPSCO Legal Counsel.

# NOT AN OFFICIAL DOCUMENT

## EXHIBIT "A"

### PARCEL DESCRIPTION:

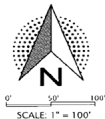
A 20 FOOT WIDE STRIP OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 34 NORTH, RANGE 7 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE TOWN OF WINFIELD, LAKE COUNTY, INDIANA, SAID 20 FOOT WIDE STRIP BEING THE WEST 20 FEET OF EAST 40 FEET OF THAT PART OF THE FORMER CHICAGO ERIE RAILROAD LYING WEST OF THE CENTER LINE OF DECATUR STREET, SAID STRIP CONTAINING A TOTAL OF 3,606 SQUARE FEET, OR 0.08 ACRES, MORE OR LESS.



### GRANTORS:

TAX NO. 45-17-18-100-014.000-047  
MICHAEL J. LAMBERT  
TAX DEED  
DOC. NO. 2010-006602  
REC. 2/4/2010

Reference Name: NIPSCO  
Survey Job No: 22-1619  
Drawn By: G.B.  
Date: 2/4/2024  
/2022/22-1619\_2 Exhibits.dwg  
Section 18-34-7  
Lake County, IN



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

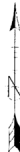
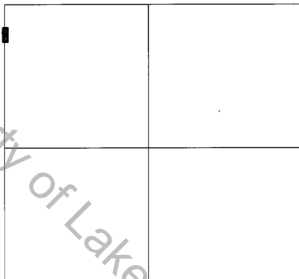


## EASEMENT MAP RECORD

CONTRACT NUMBER

200332-0019

LOCATION PLAT



SECTION

18

TOWNSHIP

34N

RANGE

7W

-----  
DETAIL

Draw and insert sketch below if no exhibit depiction

SEE EXHIBIT B

Or

NONE