

NOT AN OFFICIAL DOCUMENT

2024-530001
11/21/2024 11:34 AM
TOTAL FEES: 15.00
BY: JAS
PG #: 5
RECORDED AS PRESENTED

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

FILED

Oct 22 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 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 Deed In Trust dated June 27, 2014, and recorded in the Office of the Recorder for Lake County, Indiana, as Document No. 2014-0377373 on June 30, 2014

EASEMENT FOR ELECTRIC FACILITIES

EASEMENT # 201263-0002

THIS EASEMENT FOR ELECTRIC FACILITIES (this "Easement") is granted by **Charles A. Andreis, Trustee, of Charles A. Andreis Revocable Trust Dated May 1, 2003** whose address is 1901 East 69th Ave. Merrillville, IN 46410 ("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.

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

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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 20th day of September 2024.

By: Charles A. Andreis
Charles A. Andreis, Trustee, of
Charles A. Andreis Revocable Trust Dated May 1, 2003

State of Indiana)
County of Lake) ss

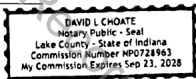
BE IT REMEMBERED that on this 20th day of September, 2024, before me, a Notary Public in and for said county and state aforesaid, personally appeared **Charles A. Andreis, Trustee, of Charles A. Andreis Revocable Trust Dated May 1, 2003**, and acknowledged the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes set forth.

WITNESS my hand and notarial seal this 20th day of September, 2024.

Print Name DAVID L. CHOATE

Sign Name David L Choate (SEAL)
Notary Public

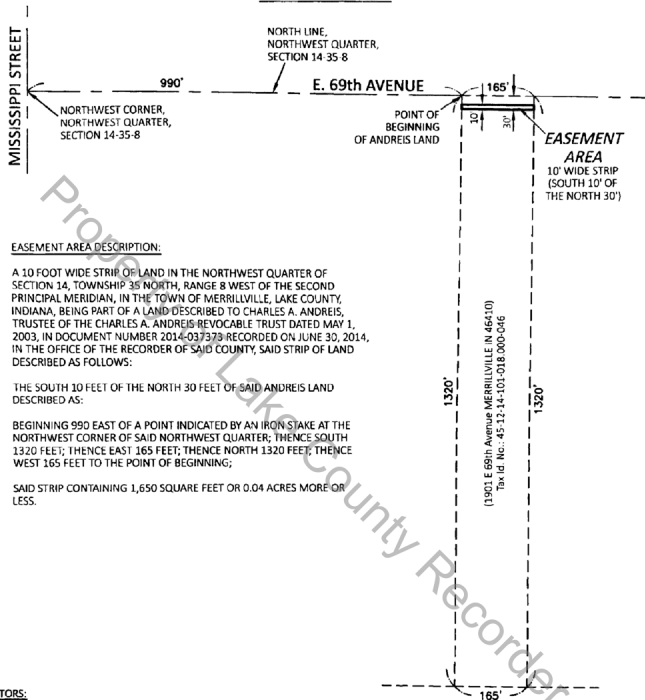
My Commission Expires 9/23/28
A Resident of LAKE County, INDIANA



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.

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EXHIBIT "A"



EASEMENT AREA DESCRIPTION:

A 10 FOOT WIDE STRIP OF LAND IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, BEING PART OF A LAND DESCRIBED TO CHARLES A. ANDREIS, TRUSTEE OF THE CHARLES A. ANDREIS REVOCABLE TRUST DATED MAY 1, 2003, IN DOCUMENT NUMBER 2014-037373 RECORDED ON JUNE 30, 2014, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, SAID STRIP OF LAND DESCRIBED AS FOLLOWS:

THE SOUTH 10 FEET OF THE NORTH 30 FEET OF SAID ANDREIS LAND DESCRIBED AS:

BEGINNING 990 EAST OF A POINT INDICATED BY AN IRON STAKE AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 1320 FEET; THENCE EAST 165 FEET; THENCE NORTH 1320 FEET; THENCE WEST 165 FEET TO THE POINT OF BEGINNING;

SAID STRIP CONTAINING 1,650 SQUARE FEET OR 0.04 ACRES MORE OR LESS.

GRANTORS:

TAX ID. NO.: 45-12-14-101-018-000-046
CHARLES A. ANDREIS, TRUSTEE
CHARLES A. ANDREIS REVOCABLE TRUST
DATED MAY 1, 2003
DEED IN TRUST
DOCUMENT NO. 2014-037373
RECORDED 6/30/2014

Reference Name: NIPSCO

Survey Job No: 24-0244

Drawn By: MLP

Date: 8/1/2024

/2024/Drawings/24-0244/

24-0244 Exhibits.dwg

NW 1/4, Section 14-T35N-R8W

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
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Crown Point, IN 46307
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