

2025-09561

ELKHART COUNTY RECORDER
KAALA BAKER
FILED FOR RECORD ON
06/10/2025 02:28 PM
AS PRESENTED

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 Quit Claim Deed dated September 26, 2023, and recorded in the Office of the Recorder for Elkhart County, Indiana, as Document No. 2023-16153 on September 27, 2023.

EASEMENT FOR ELECTRIC AND GAS FACILITIES

EASEMENT# 201475

THIS EASEMENT FOR ELECTRIC AND GAS FACILITIES (this "Easement") is granted this 7 day of June, 2025, by THE MILLER FAMILY REVOCABLE LIVING TRUST, whose address is 59661 STATE ROAD 15 GOSHEN, IN 46528 ("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 Elkhart County, Indiana (the "Premises"):

- 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 and to also construct, install, operate, maintain, replace, repair, alter the size of, remove, renew, replace or abandon one or more pipelines, gas mains, underground ducts and conduits, splice boxes, bond boxes markers and test terminals and other appurtenances and equipment, together with valves, service lines, service connections and lateral connections installed for transporting gas with associated fluids, or other substances that can be transported through pipelines, and appurtenant

KB

LI

KK

NO SALES DISCLOSURE REQUIRED - JLB

facilities including, but not limited to, cathodic protection, hydrate removal systems and underground gas data acquisition and gas communication facilities (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;
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 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.

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 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.

IN WITNESS WHEREOF, the Grantor has duly executed this Easement this 7 day of June, 2025.

THE MILLER FAMILY REVOCABLE LIVING TRUST

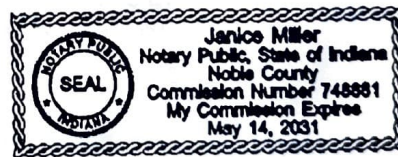
By: Joseph J. Miller
Name: Joseph J. Miller
Title: Trustee

STATE OF IN Indiana
~~Elkhart~~)
) SS.
COUNTY OF Elkhart)

BE IT REMEMBERED that on this 7 day of June, 2025, before me, a Notary Public in and for said county and state aforesaid, personally appeared (name) Joseph J. Miller (title) Trustee of THE MILLER FAMILY REVOCABLE LIVING TRUST, and acknowledged the execution of the foregoing instrument in behalf of THE MILLER FAMILY REVOCABLE LIVING TRUST, as the voluntary act and deed of THE MILLER FAMILY REVOCABLE LIVING TRUST, for the uses and purposes set forth.

WITNESS my hand and notarial seal this 7 day of June, 2025.

Print Name Janice Miller
Sign Name Janice Miller (SEAL)
Notary Public



My Commission Expires May 14, 2031
A Resident of Elkhart 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.

EXHIBIT "A"

PERMANENT EASEMENT DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 6 EAST, JEFFERSON TOWNSHIP, ELKHART COUNTY, INDIANA, SURVEYED BY RONNIE L. JUSTICE, REGISTRATION NUMBER 80900004, WITH ADVANCED LAND SURVEYING OF NORTHERN INDIANA INC., AS SHOWN ON PROJECT NUMBER 220914 CERTIFIED ON FEBRUARY 8, 2023, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A HARRISON MONUMENT MARKING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 6 EAST; THENCE SOUTH 89 DEGREES 55 MINUTES 16 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 1057.03 FEET TO A SURVEY MARK SPIKE AT THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 89 DEGREES 55 MINUTES 16 SECONDS EAST, ALONG SAID LINE, 75.00 FEET TO A SURVEY MARK SPIKE; THENCE SOUTH 00 DEGREES 30 MINUTES 21 SECONDS EAST WITH THE WEST LINE OF A TRACT OF LAND CONVEYED TO MARK AND SUSAN THOMAS AND D-ACT-2, LLC IN ELKHART COUNTY DEED RECORD 2016-07735, A DISTANCE OF 960.05 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 15 SECONDS WEST, 75.00 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 21 SECONDS WEST, A DISTANCE OF 960.05 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

CONTAINING 1.653 ACRES

OWNER: MILLER FAMILY REVOCABLE LIVING TRUST
DEED RECORD: 2023-16153

PART OF PARCEL NUMBER:
20-07-34-300-021.000-019

SURVEYOR'S STATEMENT

THIS PLAT WAS PREPARED USING INFORMATION OBTAINED FROM THE COUNTY RECORDS AND THE PLAT OF MAPLECREST FARMS SUBDIVISION RECORDED IN PLAT BOOK 43 PAGE 70 IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA.

Ronnie L. Justice

RONNIE L. JUSTICE PS
IND. REG. NO. 80900004



EASEMENT PARCEL PLAT

PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 6 EAST, JEFFERSON TOWNSHIP, ELKHART COUNTY, INDIANA



ADVANCED LAND SURVEYING
OF NORTHERN INDIANA INC.
17120 COUNTY ROAD 46, NEW PARIS,
INDIANA 46353
(574) 849-4728
RONNIE L. JUSTICE PS

DATE: JUNE 3, 2023

PROJECT NUMBER: 220917

SCALE: 1" = 160'

CHECKED BY: R. L. J.

SHEET 1 OF 2

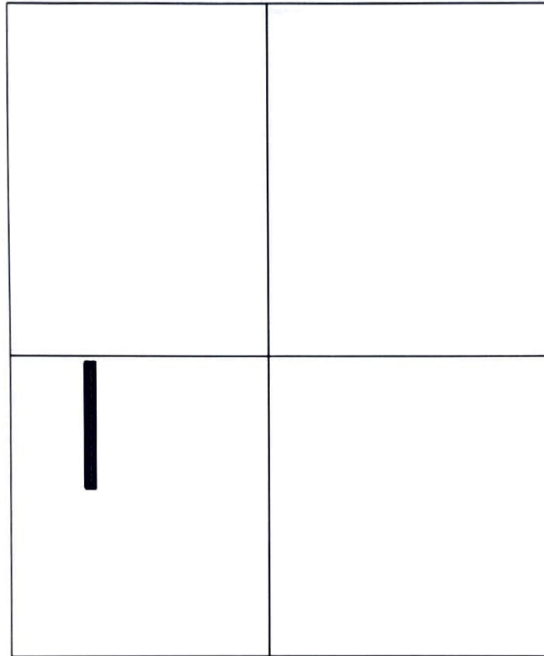
DRAWN BY: R. L. J.

EASEMENT MAP RECORD

CONTRACT NUMBER

201475

LOCATION PLAT



SECTION 34 TOWNSHIP 37N RANGE 6E

DETAIL

Draw and Insert sketch below if no exhibit depiction

SEE EXHIBIT "B"

NIPSCO