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### SEWER STRUCTURE GRANT

This Grant made and entered into by and between Northern Indiana Public Service Company, an Indiana corporation, hereinafter called "GRANTOR", and the CITY OF CROWN POINT, 101 N East, Crown Point, Indiana 46307, hereinafter called "GRANTEE", WITNESSETH:

It is hereby agreed by and between Grantor and Grantee that for and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration the receipt of which is hereby acknowledged, Grantor to the extent its title permits it to do so does hereby grant to Grantee, but without warranty of any kind or nature, right to install, construct, operate, maintain, use, repair, renew, replace a storm sewer structure (not to exceed 15' in diameter) and a sanitary sewer (not to exceed 8" in diameter), below the surface of the ground, on and along the following described real estate situated in Lake County, Indiana:

A 20 foot strip of land in the NE 1/4 of Section 4, Township 34 North, Range 8 West of the 2nd P.M. lying North of a line described as follows: Beginning on the North line of Lot 1, Resubdivision of Lot 2 of Homeir Addition as recorded in Plat Book 75, page 47, and 100 feet West of the Northeast corner thereof. Thence North 89 degrees, 53 minutes, 48 seconds East along the North line of said Lot 1 and the South line of NIPSCO property 630 feet more or less to the center line of Beaver Dam Ditch.

subject to and upon the following terms, provisions and conditions:

1. Grantee shall maintain an acceptable standard of earth cover over around said sewer structures for the entire width and length of the construction area.

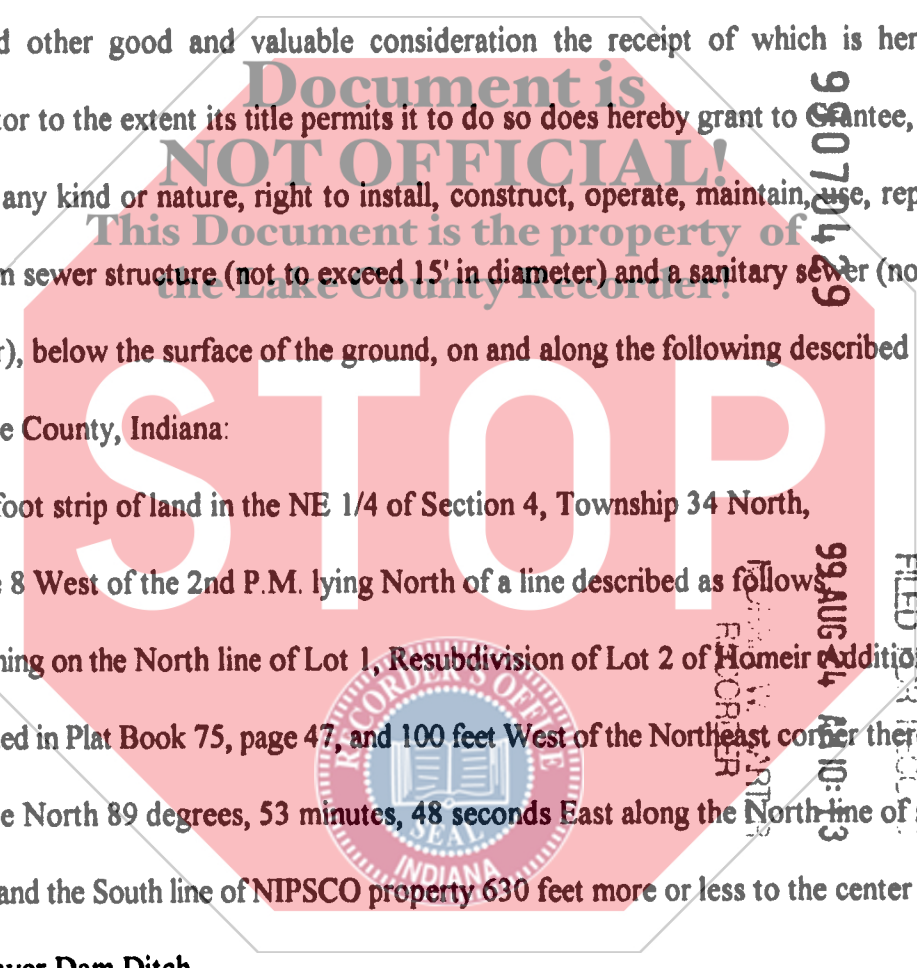
2. All construction and maintenance near Grantor's facilities is to be done in the presence of,

PETER BENJAMIN  
LAKE COUNTY AUDITOR

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JAY BAN  
102 E CLARK ST  
CROWN POINT, IN 46307

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LAKE COUNTY  
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and with approval of, Northern Indiana Public Service Company field representatives.

3. Grantee shall provide forty-eight (48) hours prior notice to Grantor before any work may commence on the land as hereinabove described.

4. The rights granted herein to Grantee, shall be at all times subservient and subordinate to the paramount rights of Grantor to use its property, including the land in which said sewer structures are installed, for Corporate utility purposes, and in the event that the use to which Grantor may from time to time desire to devote its property is such that Grantor deems it necessary or desirable that the sewer structure installed by Grantee and the appurtenances thereto, or any part thereof, be relocated, moved or in any way rearranged within or upon said property, then and in such event, Grantee shall at its own cost, risk and expense make any relocation, movement or rearrangement as is necessary to comply with Grantor's requirements within ninety (90) days after receipt of notice in writing from Grantor of such requirements.

5. Grantee shall at its own expense, secure any permits or other consents required by law or ordinance of any municipality or other public body having jurisdiction over the construction, maintenance and operation of said sewer structures, and shall at all times comply with all laws and regulations, which affect the construction, maintenance, operation, repair or renewal of said sewer structures.

6. Grantee shall not interfere with the towers, poles, electrical lines, gas mains, pipes and appurtenances thereto of Grantor now in existence or which may in the future be constructed in, over, upon, or under the property of Grantor, or with the exercise of any rights, easements, leases, licenses or privileges heretofore granted by Grantor to third persons or reserved by third persons in grants to Grantor in or over said premises; and when, from time to time hereinafter, Grantor makes any

excavations in its property for the purpose of the installation of any of its facilities or the repair thereof, Grantee shall, at its own cost and expense, take all steps and do such things which may be necessary to protect its sewer structure and to keep it in place and prevent it from becoming displaced or moved as a result of any such excavations, and prevent it from causing any cave-ins in any such excavations.

7. It is expressly understood and agreed that Grantee shall be liable and responsible for any and all injury or damage to its property and employees and to the property of or to any employees of Grantor which may result directly or indirectly from the installation or maintenance of said sewer structures; and under no circumstances shall Grantor be liable or responsible for any such injury or loss.

8. It is understood and agreed by the parties hereto that Grantor prior to the execution hereof, may have granted to other persons certain rights and privileges in the premises herein involved, and this agreement is made subject and subordinate to such rights and privileges as granted. It is also understood and agreed that Grantor may grant other rights and privileges in the future to other persons or corporations, and Grantee hereby agrees to execute upon demand by Grantor such consents as may be deemed necessary by Grantor for the use of said premises by other persons or corporations, provided that it shall not materially interfere with the maintenance, operation, repair or renewal of said sewer structures.

9. Grantor and Grantee covenant and agree that neither this instrument nor any action taken hereunder by Grantee shall be held to confer upon Grantee any rights greater than those specifically set forth herein, and that no third persons shall have any rights hereunder or be entitled to assert or claim any right or privilege hereunder.

10. Grantee covenants and agrees to indemnify, protect and save harmless Grantor from and against all cost, expense or liability resulting from any damage to the property of Grantee and from any and all injury or damage to persons, including loss of life, or property of any third persons, firm or corporation (including the officers, agents and employees of any party hereto) and from and against any and all claims, demands or actions for such loss, injury or damage caused by or growing out of the presence or use or the construction, maintenance, removal, change or relocation and subsequent removal of said sewer structures and appurtenances, including the breaking of same or the leaking of sewage therefrom, or injury or damage caused thereto or thereby.

11. Grantee further agrees to pay or reimburse Grantor for any general property taxes or special assessments for which it may become obligated as a result of the use or improvement of the aforementioned premises by Grantee under the terms of this grant.

This grant and the covenants set out herein shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. Provided, however, that no assignment of the grant is made unless first approved in writing by Grantor, its successors or assigns. This grant shall constitute a covenant running with the land for the benefit of the Grantee and its successors or assigns.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed on

the 13<sup>th</sup> day of April, 1998.

NORTHERN INDIANA PUBLIC SERVICE COMPANY

BY: Robert J. Schacht  
Robert J. Schacht, Vice President

ATTEST:

Nina M. Rausch  
Nina M. Rausch, Secretary

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CITY OF CROWN POINT

James D. Metros  
MAYOR JAMES D. METROS

John C. Mullins  
MEMBER: JOHN C. MULLINS

Robert M. Corbin  
MEMBER: Robert Clemens  
Bob Corbin

ATTEST Pat C. DeMure  
PAT C. DeMURE



STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

BE IT REMEMBERED that on this 13<sup>th</sup> day of April, 1998, before me, a notary public in and for the County and State aforesaid, personally appeared Robert J. Schacht, Vice President, and Nina M. Rausch, Secretary, respectively, of Northern Indiana Public Service Company, and each acknowledged the execution of the above and foregoing instrument in behalf of said corporation as the voluntary act and deed of said corporation and of said officials for said corporation for the uses and purposes therein set forth.



WITNESS my hand and notarial seal the day and year first above written.

**Document is NOT OFFICIAL!**  
John R. Henry  
Notary Public  
A Resident of Lake County  
**This Document is the property of the Lake County Recorder!**

My Commission expires:

April 30, 1999

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED that on this \_\_\_\_\_ day of \_\_\_\_\_, 1998, before me, a notary public in and for the County and State aforesaid, personally appeared \_\_\_\_\_ and \_\_\_\_\_, respectively, of the City of Crown Point and each acknowledged the execution of the above and foregoing instrument as their voluntary act and for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year first above written.

\_\_\_\_\_  
Notary Public

A Resident of \_\_\_\_\_ County

My Commission expires:  
\_\_\_\_\_