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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2002 NOV 26 AM 9:09

MORRIS W. CARTER
RECORDER

EASEMENT # 38900-1

EASEMENT FOR GAS MAINS

Know All Men, That Lake County Trust Company, as Trustee for Trust No. 2991 (an undivided 1/2 interest) herein called the "Grantors", in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid to the Grantors, hereby grant to Northern Indiana Public Service Company, an Indiana corporation, and to its successors and assigns, an easement to lay, install, maintain, operate, repair, replace and renew gas mains and a line or lines of pipe for the transportation and distribution of gas to the public in general, with all necessary and convenient equipment, facilities, service pipes, lines and connections therefor, and to operate by means thereof a system for such transportation and distribution of gas, to be used for light, heat, power and other purposes, in, upon, along and over a strip of land situated in Section 30, Township 35 North, Range 8 West of the second Principal Meridian, in the county of Lake, State of Indiana, described as follows:

SEE EXHIBITS "A" & "B" ATTACHED HERETO AND MADE A PART HEREOF FOR EASEMENT LEGAL DESCRIPTIONS

Deed Reference: Document #586133

Access to the above-described strip of land over the adjoining lands of the Grantors is hereby granted. The Grantee shall, at the time of construction, bury said pipeline at a sufficient depth through cultivated lands so that it will not interfere with ordinary annual crop cultivation, and also pay for damage to annual crops, fences, trees and other existing improvements which may arise from the exercise of the rights herein granted. Said damages, if not mutually agreed upon, shall be determined by three disinterested persons, one to be appointed by the Grantor, one by the Grantee, and the third by the two persons aforesaid; and the award of such three arbitrators, or any two of them in writing, shall be final. The cost of such arbitration shall be borne equally by the Grantor and the Grantee. Grantee shall have the right to clear and keep cleared all trees, undergrowth, and other obstructions from the herein granted easement and after said pipeline has been installed Grantee shall not be liable for damages caused on the easement by keeping said easement clear of such trees, undergrowth and other obstructions, in the exercise of its rights herein granted. Patrolling said line or lines of pipe on foot shall not constitute grounds for a claim for crop damage.

In the event there are crops growing at the time of construction, Grantee shall pay to the Lessee (or Tenant) any damage payment for annual crops based on the then current commodity prices and the estimated yield.

The Grantors reserve the use of said strip of land not inconsistent herewith, but no buildings or structures shall be erected or placed on said strip of land by Grantors.

The Grantor shall not excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on, over, under or across the said easement any pit, well, foundation, pavement, road or other structure or installation without Grantee's prior written permission, but otherwise the Grantor shall have the right fully to use and enjoy said premises except as the same may be necessary, convenient or incidental to the purposes herein granted to the Grantee. Further, the Grantor shall not materially alter the grade of the easement without the express, prior written consent of the Grantee. This paragraph shall, however, be subject to provisions under the two paragraphs immediately following this paragraph.

Grantor reserves the right to construct streets, sidewalks and utilities across, but not along the easement. Grantor must notify Grantee, in writing at least thirty (30) days in advance of any such construction. Said advance written notice shall include engineering plans for such construction. Grantee reserves the right to review said engineering plans and request any modifications to them that is in accordance with the then current industry acceptable, engineering standards necessary to protect the integrity of the pipeline facilities. Grantee's review of said engineering plans shall be completed in a timely manner and Grantee's approval for such construction shall not be unreasonably withheld.

Notwithstanding the above, Grantor further reserves the right to construct an asphalt parking lot on top of said easement provided Grantor notifies Grantee, in writing, at least thirty (30) days in advance of any such construction. Said advance written notice shall include engineering plans for such construction. Grantee reserves the right to review said engineering plans and request any modifications to them that is in accordance with the then current industry acceptable engineering standards necessary to protect the integrity of the pipeline facilities. Grantee's review of said engineering plans shall be completed in a timely manner and Grantee's approval for such construction shall not be unreasonably withheld. In the event that Grantor elects to construct a parking lot on the easement, Grantor agrees to indemnify, defend, hold harmless and reimburse Grantee for any damages or injuries that arise out of Grantor's construction, maintenance, repair, replacement or utilization of said asphalt parking lot, including, but not limited to, damages to the pipeline. Grantee further agrees that Grantor shall not be responsible for repair of any asphalt-paved parking lot, streets, sidewalks and utilities across the easement which may be damaged during construction, maintenance, repair, replacement or operation of the pipeline.

The rights herein granted may be assigned in whole or in part.

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PETER BENJAMIN
LAKE COUNTY AUDITOR

9/16/02

701 E 46th Ave. ←
2002-108610

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The Grantee shall and will indemnify and save the Grantors harmless from and against any and all damage, injuries, losses, claims, demands or costs that arise out of Grantee's construction, maintenance, repair, replacement or utilization of said easement for a pipeline or pipelines, including but not limited to those proximately caused by the fault, culpability, or negligence of the Grantee in the installation, maintenance, operation, repair, replacement or renewal of said line or lines of pipe, and the equipment and facilities connected therewith over and across said strip of land. Grantee further agrees that it has, or shall have prior to beginning construction of any pipeline or pipelines, secured approval and permission of the pipeline companies owning easements that overlap with the easement conveyed by this grant of easement, for installation, maintenance, operation, repair, replacement or renewal of its intended pipeline or pipelines.

The undersigned Grantors hereby covenant that they are the owners in fee simple of said strip of land, are lawfully seized thereof, and have good right to grant and convey said easement herein, and guarantee the quiet possession thereof, that the said strip of land is free from all encumbrances, and that the Grantors will warrant and defend the title to said easement against all lawful claims.

These presents shall be binding on the heirs, executors, administrators, Grantees and assigns of the Grantors, and upon the Grantee, its successors and assigns.

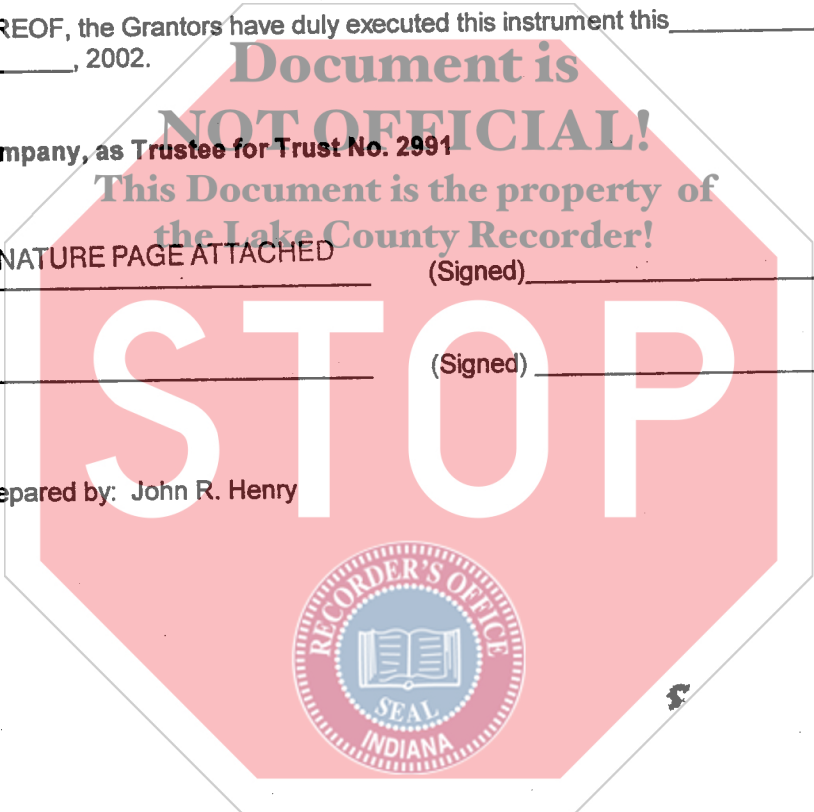
IN WITNESS WHEREOF, the Grantors have duly executed this instrument this _____ day of _____, 2002.

Lake County Trust Company, as Trustee for Trust No. 2991

(Signed) _____ SEE SIGNATURE PAGE ATTACHED _____ (Signed) _____

(Signed) _____ (Signed) _____

This instrument was prepared by: John R. Henry



It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument. The information contained in this instrument has been furnished the undersigned by the beneficiary/beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned, in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer this 17th day of September, 2002.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated May 30, 1980, and known as Trust No. 2991.

By: Elaine M. Sievers
Elaine M. Sievers, Trust Officer

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Elaine M. Sievers of LAKE COUNTY TRUST COMPANY, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said Corporation and as her free and voluntary act, acting for such Corporation, as Trustee.

WITNESS my hand and seal this 17th day of September, 2002.

Hesta Payo
Hesta Payo, Notary Public
Resident of Lake County, Indiana.

My Commission Expires: 10-11-07

EXHIBIT "A"



PARCEL 1-PERMANENT EASEMENT-LAKE COUNTY TRUST COMPANY,
TRUST 2991 ETAL

A STRIP OF LAND IN SECTION 30, TOWNSHIP 35 NORTH, RANGE 8
WEST OF THE SECOND PRINCIPLE MERIDIAN, IN THE COUNTY OF
LAKE, STATE OF INDIANA, DESCRIBED AS FOLLOWS:

A STRIP OF LAND IN THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF THE
SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SAID SECTION 30, SAID STRIP OF
LAND BEING 30 FEET WIDE AND LYING 15 FEET WIDE ON EACH SIDE
OF CENTERLINE, AND SAID CENTERLINE PRODUCED, SAID
CENTERLINE BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF THE
ABANDONED CHICAGO & ERIE RAILROAD WITH THE SOUTH LINE OF
THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SAID SECTION 30; THENCE
NORTHWESTWARDLY ALONG THE EASTERLY LINE OF SAID RAILROAD
RIGHT-OF-WAY A DISTANCE OF 842 FEET MORE OR LESS TO A POINT
WHICH IS 5 FEET SOUTHEASTERLY (MEASURED AT RIGHT ANGLES)
OF THE SOUTHEASTERLY LINE OF AN EASEMENT CONVEYED TO ANR
PIPELINE COMPANY IN DEED RECORDS 98024130, 98024131 &
98024132, SAID POINT BEING THE PLACE OF BEGINNING OF THIS
DESCRIPTION; THENCE NORTH 70 DEGREES 16 MINUTES EAST
PARALLEL WITH AND 5 FEET SOUTHEASTERLY OF THE
SOUTHEASTERLY LINE OF SAID EASEMENT A DISTANCE OF 218 FEET
TO A POINT; THENCE NORTH 77 DEGREES 25 MINUTES EAST
CONTINUING PARALLEL WITH AND 5 FEET SOUTHEASTERLY OF SAID
EASEMENT LINE A DISTANCE OF 130 FEET TO A POINT; THENCE
NORTH 72 DEGREES 23 MINUTES EAST CONTINUING PARALLEL WITH
AND 5 FEET SOUTHEASTERLY OF SAID EASEMENT LINE A DISTANCE
OF 125 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF THE
SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SAID SECTION 30, SAID POINT BEING
878 FEET MORE OR LESS NORTH OF THE SOUTHEAST CORNER OF
THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SAID SECTION 30.

CONTAINING 0.326 OF AN ACRE OF LAND.

Marbach, Brady
Weaver, Inc.

20 Southview Dr.

Westfield, IN 46514

Phone: 4.266.1010

Fax: x 574.262.3040

Email: info@marbachpls.com

EXHIBIT "B"



PARCEL 1-TEMPORARY EASEMENT-LAKE COUNTY TRUST COMPANY,
TRUST 2991 ETAL

A STRIP OF LAND IN SECTION 30, TOWNSHIP 35 NORTH, RANGE 8
WEST OF THE SECOND PRINCIPLE MERIDIAN, IN THE COUNTY OF
LAKE, STATE OF INDIANA, DESCRIBED AS FOLLOWS:

A STRIP OF LAND IN THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF THE
SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SAID SECTION 30, SAID STRIP OF
LAND BEING THE NORTHERLY 40 FEET OF A 55' WIDE STRIP OF LAND,
SAID STRIP ADJOINING THE NORTHERLY SIDE OF A BASELINE, AND
SAID BASELINE PRODUCED, SAID BASELINE BEING DESCRIBED AS
FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF THE
ABANDONED CHICAGO & ERIE RAILROAD WITH THE SOUTH LINE OF
THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SAID SECTION 30; THENCE
NORTHWESTWARDLY ALONG THE EASTERLY LINE OF SAID RAILROAD
RIGHT-OF-WAY A DISTANCE OF 842 FEET MORE OR LESS TO A POINT
WHICH IS 5 FEET SOUTHEASTERLY (MEASURED AT RIGHT ANGLES)
OF THE SOUTHEASTERLY LINE OF AN EASEMENT CONVEYED TO ANR
PIPELINE COMPANY IN DEED RECORDS 98024130, 98024131 &
98024132, SAID POINT BEING THE PLACE OF BEGINNING OF THIS
DESCRIPTION; THENCE NORTH 70 DEGREES 16 MINUTES EAST
PARALLEL WITH AND 5 FEET SOUTHEASTERLY OF THE
SOUTHEASTERLY LINE OF SAID EASEMENT A DISTANCE OF 218 FEET
TO A POINT; THENCE NORTH 77 DEGREES 25 MINUTES EAST
CONTINUING PARALLEL WITH AND 5 FEET SOUTHEASTERLY OF SAID
EASEMENT LINE A DISTANCE OF 130 FEET TO A POINT; THENCE
NORTH 72 DEGREES 23 MINUTES EAST CONTINUING PARALLEL WITH
AND 5 FEET SOUTHEASTERLY OF SAID EASEMENT LINE A DISTANCE
OF 125 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF THE
SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SAID SECTION 30, SAID POINT BEING
878 FEET MORE OR LESS NORTH OF THE SOUTHEAST CORNER OF
THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SAID SECTION 30.

CONTAINING 0.451 OF AN ACRE OF LAND.

Temporary Easement to terminate upon installation of gas main and cleanup.

Marbach, Brady
Weaver, Inc.

20 Southview Dr.

Ellettsville, IN 46514

Phone: 317.426.1010

Fax: 317.574.2623

www.marbachpls.com

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