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This instrument prepared by  
and after recording return to:

Donald W. Carnahan  
NiSource Corporate Services  
Real Estate and Facility Services  
801 East 86th Avenue  
Merrillville, Indiana 46410

2007 034175

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2007 APR 25 AM 9:21

MICHAEL A. BROWN  
RECORDER

Tax Key Number: 40-52-0073-0043

This Space Reserved for Recorder Only

EASEMENT FOR ELECTRICAL AND GAS FACILITIES

CM 620067882

KNOW ALL MEN, that TOWN OF ST. JOHN, LAKE COUNTY, INDIANA, a Municipal Corporation, ("Grantor"), in consideration of the sum of ten dollars (\$10.00) and other valuable consideration, in hand paid to Grantor, hereby grants to NORTHERN INDIANA PUBLIC SERVICE COMPANY, an Indiana corporation ("Grantee"), and to its successors and assigns, a permanent, exclusive easement, right and authority, from time to time, (1) to construct, erect, maintain, operate, repair, replace, renew and remove electric utility infrastructure, related security fencing, and other necessary or convenient equipment including, without limitation, towers and poles, and to string, install, construct, erect, maintain, operate, repair, replace, renew and remove wires, cables, conductors, guy wires, and other necessary equipment upon and between such tower and poles, or otherwise, for the transportation and distribution of electricity to the public in general, with all necessary and convenient equipment, facilities, service pipes, lines and connections thereof, and to operate by means thereof a system for such transportation and distribution of electricity, to be used for light, heat, power and other purposes (the "Electric Facilities"), and (2) to construct, erect, maintain, operate, repair, replace, renew and remove gas utility infrastructure, related security fencing, and other necessary or convenient equipment including, without limitation, gas lines and mains, and to lay, install, maintain, operate, repair replace and renew gas mains and a line or lines of pipe, and additional gas mains and lines of pipe or otherwise, for the transportation and distribution of gas to the public in general, with all necessary and convenient equipment, facilities, service pipes, lines and connections thereof, 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 ("Gas Facilities" and Electric Facilities are referred to herein collectively as the "Facilities"), together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, for the purposes herein described, in, under, over and across the land legally described and depicted on Exhibit A attached hereto and made a part hereof ("Easement Premises"); including the right of ingress and egress to and from the Easement Premises over adjoining lands of Grantor and the right to trim, or control by herbicides, or at Grantee's option, to cut down and remove from the Easement Premises and from the adjoining lands of Grantor any overhanging branches or undergrowth, or any trees of such height which may, in the sole judgment of Grantee, endanger the safety of, or interfere with the use or enjoyment of, any of Grantee's Facilities. The Gas Facilities in existence as of the date hereof are described and depicted on Exhibit B. The Electric Facilities in existence as of the date hereof are described and depicted on Exhibit C.

CHICAGO TITLE INSURANCE COMPANY

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Any exercise by Grantee of its rights hereunder shall in accordance with all applicable laws, rules, and regulations of the State of Indiana and the United States Government, or any agencies or instrumentalities thereof, including but not limited to the National Electrical Safety Code ("NESC"), Occupational Safety & Health Administration ("OSHA"), Indiana Utility Regulatory Commission ("IURC"), and the Code of Federal Regulation ("CFR") parts 191 and 192, in each case which may be in effect at the execution of this easement and which may be subsequently enacted or declared from time to time thereafter.

Grantor agrees (i) not to construct or allow to be constructed any buildings, structures or other improvements on the Easement Premises (collectively, "Improvements"), (ii) not to change or allow to be changed the grade or surface (no digging) of the Easement Premises (collectively, the "Work"), or (iii) otherwise interfere with Grantee's Facilities, without the express prior written approval of Grantee. In the event Grantor desires to construct any Improvements, perform any Work, or conduct any activity that would interfere with Grantee's Facilities, Grantor shall first provide Grantee, for Grantee's approval, with detailed plans and specifications for such Improvements, Work or activity and the location thereof. If any such Improvements, Work or activity will adversely effect Grantee's Facilities as reasonably determined by Grantee, Grantee shall notify Grantor and the parties shall work in good faith to relocate or modify such Improvements, Work or activity to alleviate the interference. If after thirty (30) days the parties are unable to reach a compromise and Grantor intends to proceed with the Improvements, Work or activity as initially proposed, Grantor shall allow Grantee sufficient time and Grantee, at Grantor's expense, shall relocate Grantee's Facilities elsewhere on the Easement Premises. Grantee shall have no obligation to relocate if there is inadequate land area available on the Easement Premises taking into account all of the applicable laws, rules and regulations, including but not limited to NESC, OSHA, IURC, and CFR parts 191 and 192. Notwithstanding anything contained herein to the contrary, (i) Grantor acknowledges, and agrees that the Electric Facilities and Gas Facilities are hazardous and (ii) in the course of constructing any Improvements or performing any Work or conducting any activity, Grantor, at Grantor's expense, shall comply with all safety requirements of Grantee that are in effect from time to time governing the Electric Facilities and the Gas Facilities. Any exercise by Grantor of its rights hereunder shall be in accordance with all applicable laws, rules, and regulations of the State of Indiana, and the United States Government, or any agencies or instrumentalities thereof, including but not limited to NESC, OSHA, IURC, and CFR parts 191 and 192, in each case which may be in effect at the execution of this easement and which may be subsequently enacted or declared from time to time thereafter.

Grantee as a part of the consideration for this Agreement (i) releases and waives any and all right to recover any and all losses, claims, expenses or damages for personal injuries, property damages, loss of life or property from Grantor for or on account of any loss of any kind or nature suffered by Grantee arising out of the use, maintenance, repair or presence of the Easement Premises as permitted by this Agreement and (ii) assumes all risk of injury or damage to its officials, employees, contractors, servants, agents, tenants and invitees and their property while on the Easement Premises and hereby releases and discharges Grantor from any and all liability therefore. Grantor as a part of the consideration for this Agreement (i) releases and waives any and all right to recover any and all losses, claims, expenses or damages for personal injuries, property damages, loss of life or property from Grantee for or on account of any loss of any kind or nature suffered by Grantor arising out of the use, maintenance, repair or presence of any Improvements or the performance of any Work as permitted by this Agreement and (ii) assumes all risk of injury or damage to its officials, employees, contractors, servants, agents, tenants and invitees and their property while on any Improvements or performing any Work and hereby releases and discharges Grantee from any and all liability therefore.

Grantee shall indemnify and save Grantor harmless from and against any and all direct, but not indirect, damages, injuries, losses, claims, demands or costs caused by the fault, culpability, or negligence of

Grantee in the construction, erection, maintenance, operation, repair or renewal of Grantee's Facilities or otherwise arising by, through, or under Grantee's or Grantee's invitees activities on the Easement Premises. Grantor shall indemnify and save Grantee harmless from and against any and all direct, but not indirect, damages, injuries, losses, claims, demands or costs caused by the fault, culpability, or negligence of Grantor in the construction, erection, maintenance, operation, repair or renewal of the Improvements or in connection with any Work or otherwise arising by, through, or under Grantor's or Grantor's invitees activities on the Easement Premises.

This easement and the agreements herein contained, shall be an easement and covenant running with the land and shall inure to the benefit, and be binding upon, the parties hereto and their respective heirs, successors, assigns and transferees, including but not limited to all subsequent owners of the Easement Premises and all persons claiming by, through, or under them. The rights herein granted may be assigned in whole or in part.

The undersigned Grantor hereby covenants to be the owner in fee simple of the underlying real estate comprising the Easement Premises, lawfully seized thereof, with good right to grant and convey this easement, and guarantees the quiet possession thereof, that the said real estate is free from all encumbrances, and that Grantor will warrant and defend the title to this easement and the Easement Premises against all lawful claims.

This easement and the agreements herein contained, shall be binding on the successors, grantees and assigns of Grantor, and upon Grantee, its successors and assigns. The undersigned parties acknowledge that they have been authorized to execute this easement.

Grantee acknowledges and approves Grantor's intent to construct and above referenced project and current drawings as approved by the Indiana Department of Transportation as shown on attached Exhibits D.

*[Handwritten initials]*

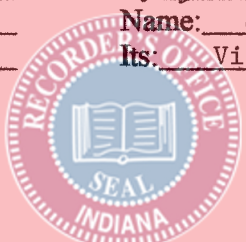
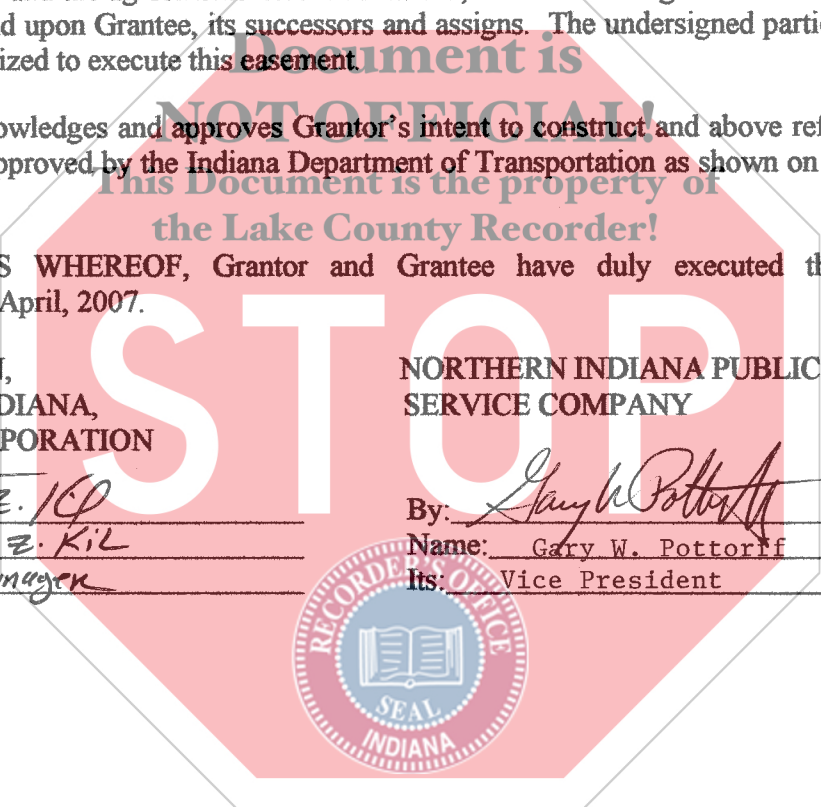
IN WITNESS WHEREOF, Grantor and Grantee have duly executed this instrument this 19th day of April, 2007.

TOWN OF ST. JOHN,  
LAKE COUNTY, INDIANA,  
A MUNICIPAL CORPORATION

NORTHERN INDIANA PUBLIC  
SERVICE COMPANY

By: *Stephen E. Kil*  
Name: STEPHEN E. KIL  
Its: Town Manager

By: *Gary W. Pottorif*  
Name: Gary W. Pottorif  
Its: Vice President



STATE OF INDIANA )  
 )SS.  
COUNTY OF LAKE )

I, Don W. Carnahan, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gary W. Pottorff personally known to me to be the Vice President of NORTHERN INDIANA PUBLIC SERVICE COMPANY, an Indiana corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President, he/she signed and delivered the said instrument, pursuant to authority, given by the Board of Directors of said corporation as his/her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 19th day of April, 2007

[Signature]  
Don W. Carnahan Notary Public

Commission expires: 9/9/2010

Resident of Lake County

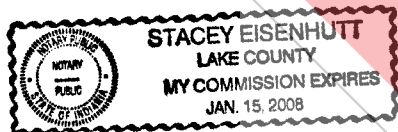
STATE OF INDIANA )  
 )SS.  
COUNTY OF LAKE )

Document is NOT OFFICIAL!

I, Stacey Eisenhutt, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Stephen Z. Kider personally known to me to be the Town Manager of TOWN OF ST. JOHN, LAKE COUNTY, INDIANA, a Municipal Corporation and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Town Manager, he/she signed and delivered the said instrument, pursuant to authority, given by the members of said corporation as his/her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 19th day of April, 2007.

[Signature]  
Notary Public  
Commission expires 01-15-08  
Resident of Lake



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.

[Signature]  
Typed or printed name: Stacey Prigg

**EXHIBIT A**

**Description of Easement Premises**

OUTLOT A, OAK MEADOWS SUBDIVISION, UNIT ONE, TO THE TOWN OF ST. JOHN, AS SHOWN IN PLAT BOOK 69, PAGE 21, IN LAKE COUNTY, INDIANA, EXCEPTING THE WEST 300 FEET OF THE SOUTH 100 FEET.



**EXHIBIT B**

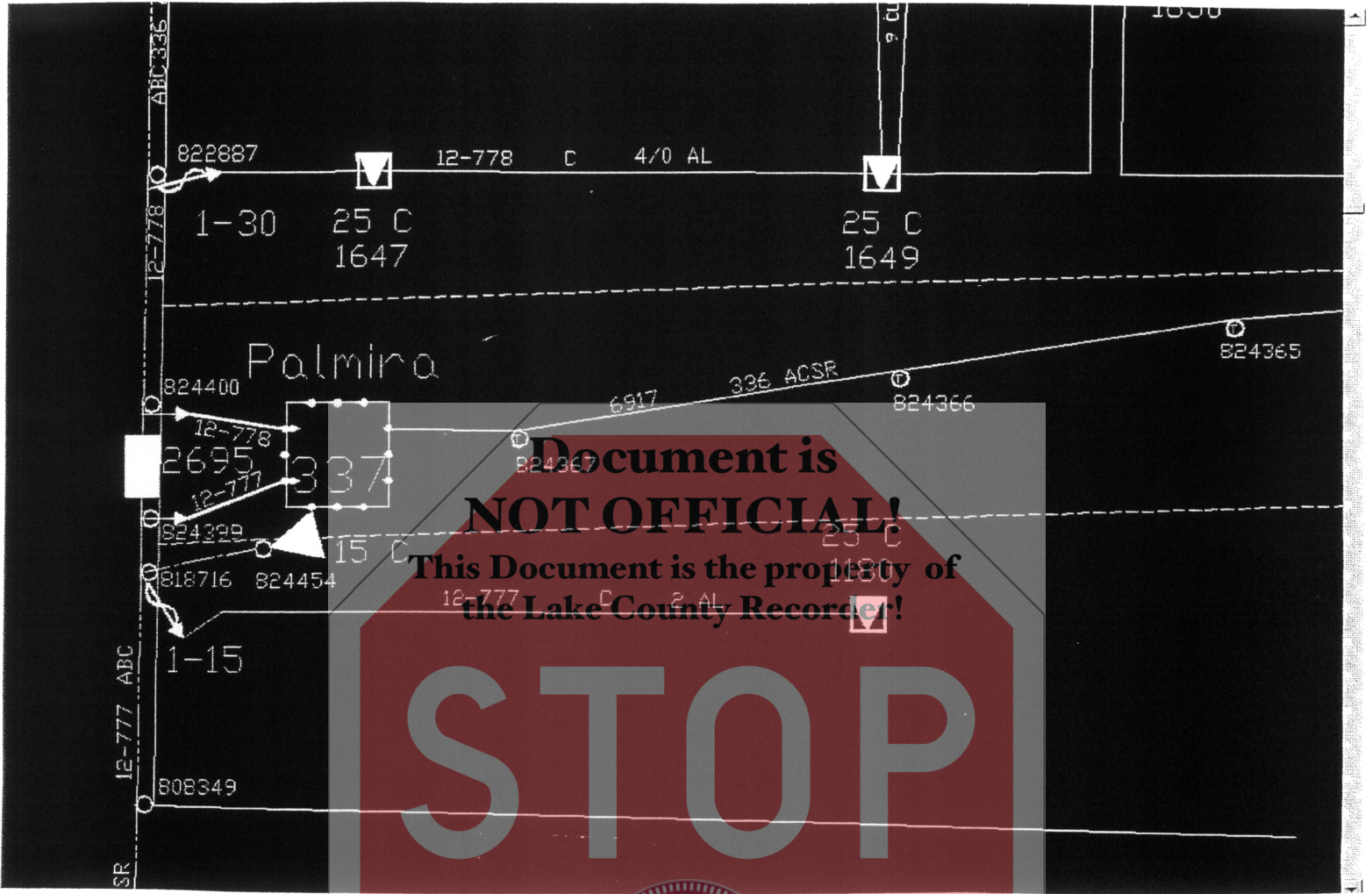
**Gas Facilities**

Grantee does not have any Gas Facilities in existence as of the date hereof on the Easement Premises.



**EXHIBIT C**

**Electric Facilities**



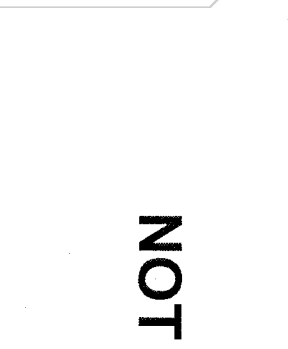
**NIPSCO Electric Utilities - Outlot A**

- 1 - 69KV circuit**
- 3 - 12.5KV circuits**

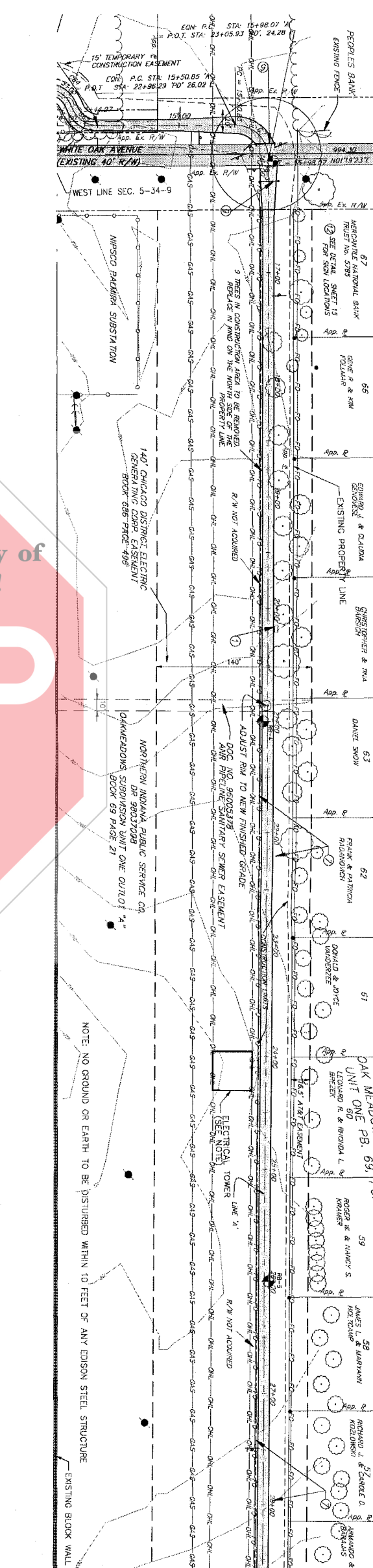
Station	Elevations	Notes
15+00	704.4, 704.02	
16+00	704.3, 704.30	
17+00	704.9, 704.91	
18+00	705.3, 705.34	
19+00	704.6, 705.05	
20+00	704.3, 704.34	
21+00	704.9, 704.62	
22+00	704.4, 704.54	
23+00	705.3, 705.34	
24+00	706.3, 706.09	
25+00	707.2, 706.51	
26+00	707.9, 707.58	
27+00	707.8, 707.94	
28+00	707.9, 708.12	
29+00	708.1, 708.30	
30+00	708.4, 708.42	
31+00	706.7, 704.66	
32+00	708.6, 708.24	
33+00	709.5, 709.22	
34+00	709.4, 709.32	
35+00	709.6, 709.51	
36+00	709.2, 709.24	
37+00	708.8, 708.92	
38+00	709.3, 709.42	
39+00	707.2, 707.10	

**LEGEND**

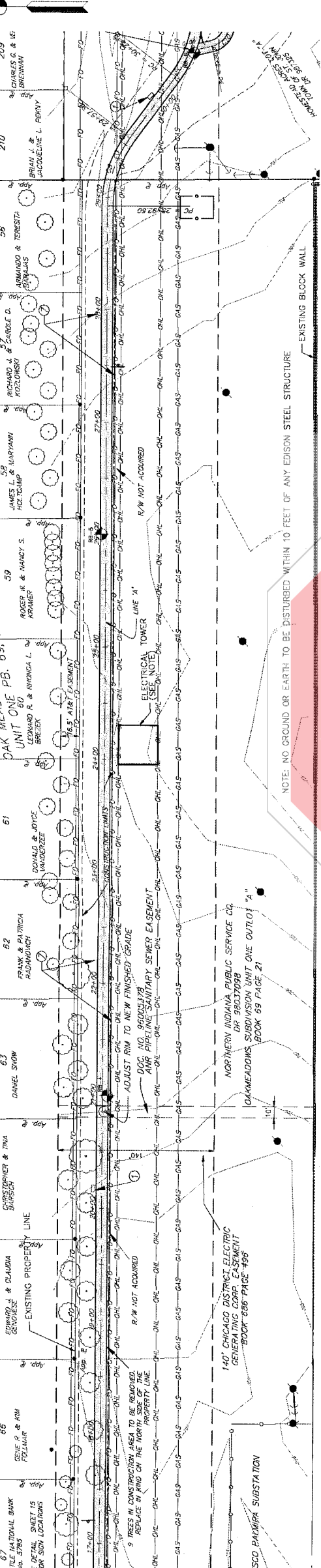
- ① BENCH WITH TRASH RECEPTACLE (SEE SPECIAL PROVISIONS)
- ② BENCH (SEE SPECIAL PROVISIONS)
- ③ WOODEN GUARD RAIL (SEE SPECIAL PROVISIONS)
- ④ BIKE RACK (SEE SPECIAL PROVISIONS)
- ⑤ ASPHALT PARKING LOT (SEE SHEET 19)
- ⑥ THERMOPLASTIC MARKINGS
- ⑦ MULCHED SEEDING, R
- ⑧ BICYCLE GATE TYPE 1 (SEE SHEET 4)
- ⑨ BICYCLE GATE TYPE 2 (SEE SHEET 14)
- ⑩ STONE ENTRANCE PAD (SEE SHEET 21)
- ⑪ SILT FENCE
- ⑫ SIGN (SEE SIGN TABLE SHEET 2 AND DETAIL SHEET 15 WHERE APPLICABLE)



# PRELIMINARY NOT FOR CONSTRUCTION







**PRELIMINARY  
NOT FOR CONSTRUCTION**



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