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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 010536

2014 FEB 21 AM 10:04

MICHAEL B. BROWN
RECORDER
EASEMENT #

EASEMENT FOR UNDERGROUND ELECTRICAL LINES AND GAS MAINS

KNOW ALL MEN, That NWI Veterans Village, LP, an Indiana limited partnership, herein called "Grantor", in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid to the Grantor; hereby grants to Northern Indiana Public Service Company, an Indiana Corporation, herein called "Grantee" and to its successors and assigns, a non-exclusive easement, which includes the right and authority from time to time, to install, construct, maintain, operate, repair, replace, renew and remove: (a) underground ducts and conduits, (b) underground wires, cables, conductors, manholes and other necessary appurtenances, in such underground ducts and conduits, (c) foundations, located above ground, for transformers and/or switch gear, with transformers and/or switch gear, located thereon, and meter pedestals with metering equipment and meters, where necessary in the sole judgment and discretion of Grantee herein together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, for the purposes herein described, including the right of free ingress and egress to and from the strip of easement land, over the unimproved land of Grantor immediately adjoining such easement land, for the purposes mentioned herein, together with the right to excavate and refill ditches for trenches and the right to trim, or at Grantee's option, to cut down and remove from the premises hereinafter described and from the adjoining lands of Grantor, any trees or undergrowth or other obstructions 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 arising from the growth of trees or underground root systems or any other obstructions, including the right to clear and keep cleared such obstructions from the surface and subsurface as may be necessary for the installation, maintenance or use of such facilities and the easement herein, and to operate by means thereof one or more lines for the transmission, distribution and delivery of electrical energy to the public in general, to be used for light, heat, power, telephone and other purposes, and to lay, install, inspect, maintain, operate, repair, replace and renew gas mains and a line or lines of pipe, and additional gas mains and lines of pipe from time to time for the transportation and distribution of gas to the public in general, with all necessary and convenient equipment, facilities, service pipes, lines and connections therefore 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, under, across, above, along and over a strip of land or right-of-way situated in County of Lake, State of Indiana, described as:

THE 20-FOOT WIDE ALLEY BEING VACATED PER DOCUMENT 2013074816, IN BLOCK 13 IN GARY LAND COMPANY'S FIRST ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 15, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

(herein referred to as "easement land" or "right-of-way" and being a part of the land conveyed by the last deed of record recorded as Instrument Number 2614-010535 and also depicted on Exhibit A attached hereto and incorporated herein by reference)

Any underground facilities of the Grantee shall be at least 24 inches below the surface of the soil, as the surface now exists.

Any damages to the crops, tile, fences, or buildings of the Grantor on said right-of-way, or on lands of the Grantor adjoining the said right-of-way, done by the Grantee in the construction, erection, installation, repair, replacement or renewal of said underground ducts, conduits, cables, conductors, foundations for transformers and/or switch gear, transformers and/or switch gear, and metering equipment and meters, gas mains or equipment, shall be promptly paid by the Grantee. Patrolling said line or lines shall not constitute grounds for a claim for crop damage.

The Grantor reserves the use of the above described land not inconsistent with this grant, but no buildings or structures shall be placed on the right-of-way by Grantor.

13.45216

HOLD FOR MERIDIAN TITLE

{20113297.DOC}

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The Grantor covenants and agrees not to cut, make excavations beneath, fill or permit fill to be placed upon the surface of the right-of-way herein described without the written consent of Grantee; provided, however, that Grantor may perform such site and landscape work as is necessary or required to develop its multi-family housing project on the real estate owned by Grantor, which includes the right-of-way.

The Grantee shall and will indemnify and save the Grantor harmless from and against any and all damage, injuries, losses, claims, demands or costs proximately caused by the fault, culpability, or negligence of the Grantee in the construction, erection, maintenance, operation, repair or renewal of said line or lines, underground ducts or conduits, foundations for transformers and/or switch gears and transformers and/or switch gear thereon, and meter pedestals with metering equipment and meters, gas mains and pipes and the structures and appurtenances connected therewith.

The undersigned Grantor hereby covenants to be the owner in fee simple of the right-of-way, lawfully seized thereof, with good right to grant and convey said easement herein.

These presents shall be binding on the heirs, executors, administrators, grantees and assignees of the Grantor, and upon the Grantee, its successors and assigns.



