

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2016 AUG 31 AM 10:42

MICHAEL B. BROWN
RECORDER

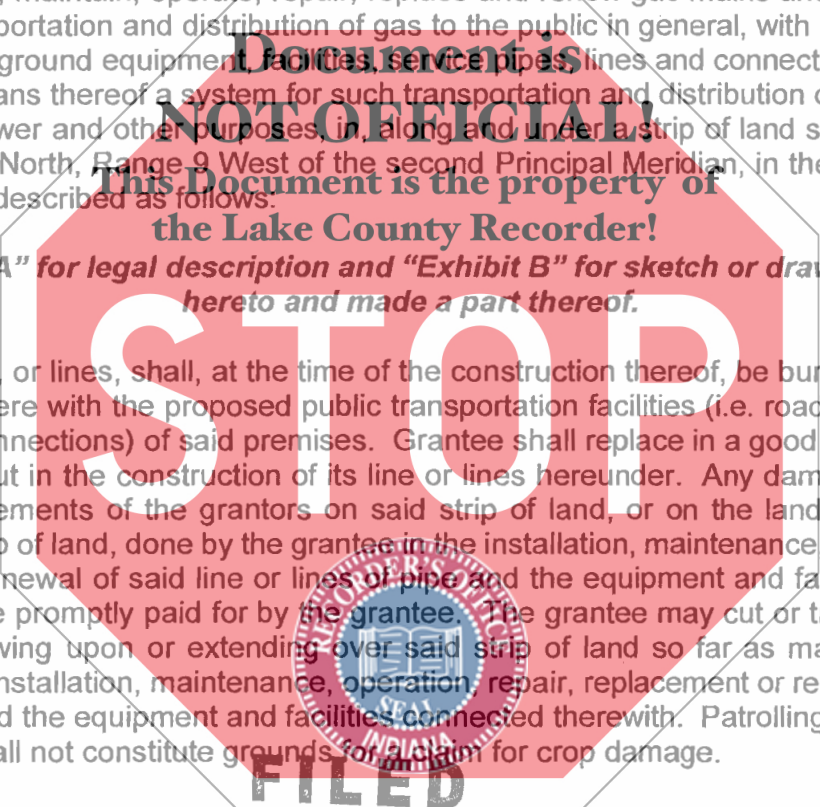
2016 059578

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 December 11, 1989, and recorded in the Office of the Recorder for Lake County, Indiana, as Document No. 76392, on December 27, 1989.

GAS FACILITIES EASEMENT

NIPSCO EASEMENT # 40330-17

Know All Men, That **Town of Schererville, Lake County, Indiana**, a Municipal corporation, herein called the "Grantor", 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, a right-of-way 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 underground 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, along and under a strip of land situated in Section 25, Township 35 North, Range 9 West of the second Principal Meridian, in the County of Lake, State of Indiana, described as follows.



See "Exhibit A" for legal description and "Exhibit B" for sketch or drawing attached hereto and made a part thereof.

Any pipe line, or lines, shall, at the time of the construction thereof, be buried to such depth as shall not interfere with the proposed public transportation facilities (i.e. roadway and bile trail relocation and connections) of said premises. Grantee shall replace in a good and workmanlike manner all tiles cut in the construction of its line or lines hereunder. Any damage to the crops, fences or improvements of the grantors on said strip of land, or on the lands of the grantors adjoining said strip of land, done by 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, shall be promptly paid for by the grantee. The grantee may cut or trim trees, bushes and saplings growing upon or extending over said strip of land so far as may be reasonably necessary in the installation, maintenance, operation, repair, replacement or renewal of said line or lines of pipe and the equipment and facilities connected therewith. Patrolling said line or lines of pipe on foot shall not constitute grounds for a claim for crop damage.

AUG 31 2016

014932

JOHN E. PETALAS
LAKE COUNTY AUDITOR

\$21.00

cash JAS

The Grantor 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. Grantor will not change the depth of cover or conduct grading operations within said strip of land without prior written approval from Grantee.

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

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 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.

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 Grantor will warrant and defend the title to said easement against all lawful claims.

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

This Grant of Easement is made by the designated Officers of the Town Council of the Town of Schererville, Lake County, Indiana, pursuant to the provisions and authorizations duly approved at a public meeting of the Town Council on July 13, 2016.

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(Signatures on next page.)



EXHIBIT A

LEGAL DESCRIPTION – PARCEL 17 – PERMANENT EASEMENT – TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA

A PART OF SECTION 25, T35N, R9W OF THE SECOND PRINCIPAL MERIDIAN IN COUNTY OF LAKE, STATE OF INDIANA, DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 25, BEING A PART OF LAND DEEDED TO TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA IN DEED RECORD 076392, DATED 12/27/89, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LAND DEEDED TO DUANE FRITZ ETAL IN DEED RECORD 2007 018363, SAID CORNER BEING THE INTERSECTION OF THE SOUTH LINE OF SAID FRITZ LAND WITH THE SOUTHWEST LINE OF LAND DEEDED TO TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA IN DEED RECORD 076392, DATED 12/27/89 (FORMERLY THE RIGHT-OF-WAY OF THE PITTSBURG, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY COMPANY); THENCE NORTH 44° 17' 48" WEST ALONG THE SOUTHWEST LINE OF SAID TOWN LAND AND THE NORTHEAST LINE OF SAID FRITZ LAND A DISTANCE OF 52.0 FEET TO A POINT; THENCE NORTH 0° 01' 09" EAST A DISTANCE OF 21.0 FEET TO A POINT; THENCE SOUTH 89° 37' 48" EAST A DISTANCE OF 119.9 FEET TO A POINT ON THE NORTHEAST LINE OF SAID TOWN LAND; THENCE SOUTH 44° 17' 48" EAST ALONG THE NORTHEAST LINE OF SAID TOWN LAND A DISTANCE OF 81.6 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 25; THENCE NORTH 89° 37' 48" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 25 A DISTANCE OF 140.6 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

CONTAINING 0.18 OF AN ACRE OF LAND.

PREPARED BY MARBACH, BRADY AND WEAVER

**RE: DR 076392, 12/27/89
(STATE PARCEL NUMBER:
45-11-25-402-002.000-036)**





Easement Number: 40330-17

AGREEMENT TO PAY BALANCE

Concurrently with the delivery hereof, Town of Schererville, Lake County Indiana, (collectively the "Grantor") has executed and delivered to Northern Indiana Public Service Company ("NIPSCO"), a Gas Facility Easement, in connection with the Crown Point Gas System Improvement Project, for the real property located at Burr Street & 91st Avenue, in Section 25, Township 34 North, Range 9 West, of the Second Principle Meridian, in Lake County, Indiana, for an agreed consideration of Three Thousand Six Hundred Dollars (\$3,600.00).

Total agreed consideration of Three Thousand Six Hundred Dollars (\$3,600.00) (the "Purchase Price").

Now, NIPSCO covenants and agrees to pay to the Grantor the Purchase Price within thirty (30) days from the date provided below, which payment may be made by check, payable to the Grantor (please check the appropriate box) TO BE HAND DELIVERED sent by United States mail prepaid, addressed to the Grantor at:

NORTHERN INDIANA PUBLIC SERVICE COMPANY

By: John R. Henry
Signature **This Document is the property of the Lake County Recorder!**

Name: John R. Henry
Print Name

Title: Sr. Real Estate Specialist

Dated: June 30, 2016
Month Day

Accepted this 13 day of July, 2016 by the Grantor:

Town of Schererville, Lake County, Indiana

ROBERT VOLKMAN, Town Mgr.
Print Name

Robert Volkman
Signature

ATTEST:

JANICE M. MALINOWSKI,
CLERK-TREASURER

Janice M. Malinowski

