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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 070531

2017 OCT 18 PM 1:17

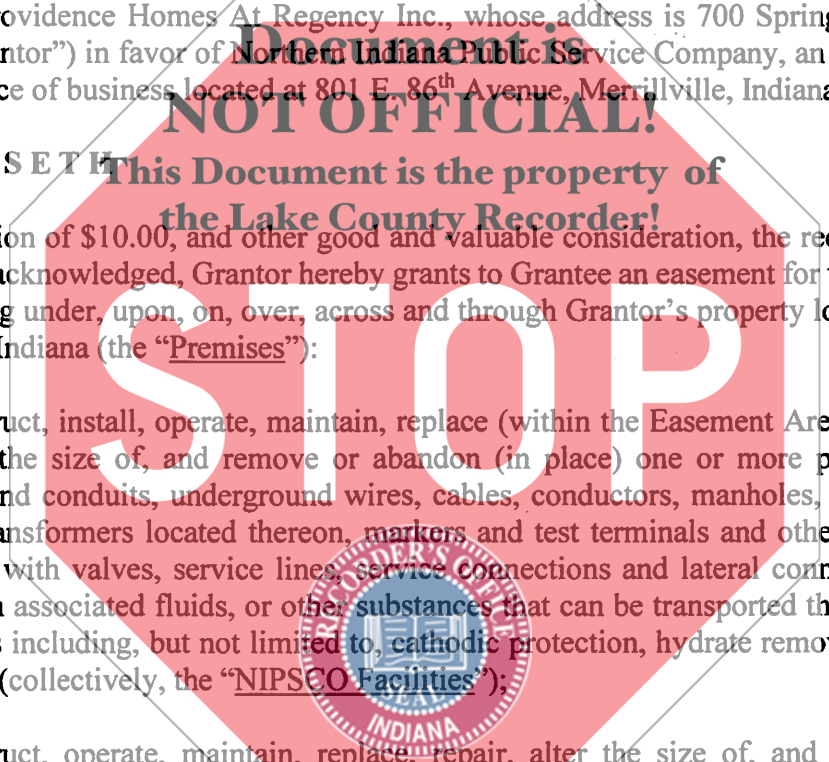
MICHAEL B. BROWN
RECORDER

CROSS-REFERENCE: In accordance with Indiana Code § 32-23-2-5(a), the easement described below burdens the real estate acquired by Providence Homes At Regency Inc. by a Warranty Deed dated July 7, 2016 and recorded in the Office of the Recorder for Lake County, Indiana, as Document No. 2016-045495 on July 21, 2016.

EASEMENT FOR UTILITY FACILITIES

NIPSCO EASEMENT # _____

THIS EASEMENT FOR UTILITY FACILITIES (this "Easement") is granted this 3rdth day of October, 2017 by Providence Homes At Regency Inc., whose address is 700 Springer Drive, Lombard, Illinois, 60148 ("Grantor") in favor of Northern Indiana Public Service Company, an Indiana corporation, with its principle place of business located at 801 E. 86th Avenue, Merrillville, Indiana 46410 ("Grantee").



WITNESSETH This Document is the property of the Lake County Recorder!

In consideration of \$10.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee an easement for the exclusive right to perform the following under, upon, on, over, across and through Grantor's property located in the town of Dyer, Lake County, Indiana (the "Premises"):

1. construct, install, operate, maintain, replace (within the Easement Area as defined below), repair, renew, alter the size of, and remove or abandon (in place) one or more pipelines, gas mains, underground ducts and conduits, underground wires, cables, conductors, manholes, pull boxes, pads for transformers with transformers located thereon, markers and test terminals and other appurtenances and equipment, together with valves, service lines, service connections and lateral connections installed for transporting gas with associated fluids, or other substances that can be transported through pipelines, and appurtenant facilities including, but not limited to, cathodic protection, hydrate removal systems and data acquisition facilities (collectively, the "NIPSCO Facilities");
2. construct, operate, maintain, replace, repair, alter the size of, and remove or abandon underground communication systems for the transmission of video, data and voice communications, with appurtenant facilities, including, without limitation, conduits, cables, equipment, splicing boxes, wires, cathodic protection, and fiber optics cable;
3. perform pre-construction work;
4. ingress to and egress from the Easement Area (as defined below) by means of existing or future roads and other reasonable routes on the Premises (as defined below) and on Grantor's adjoining lands;
5. exercise all other rights necessary or convenient for the full use and enjoyment of the rights herein granted, including the right from time to time to: (a) clear the Easement Area of all obstructions that interfere with Grantee's rights under this Easement and (b) clear, cut, trim and remove any and all vegetation,

OCT 18 2017

PAGE 1 OF 6 028061

JOHN E. PETALAS
LAKE COUNTY AUDITOR

\$25⁰⁰
cash
AB

trees, undergrowth and brush and overhanging branches from the Easement Area by various means, including the use of herbicides approved by the State of Indiana or the United States Environmental Protection Agency (or successor-in-duty).

The NIPSCO Facilities are to be located within the limits of the permanent easement further described on Exhibit A attached hereto and incorporated herein (the “Easement Area”). The Easement Area is shown on Exhibit B1 and B2 attached hereto and incorporated herein.

The Grantor may use and enjoy the Easement Area, to the extent such use and enjoyment does not interfere with Grantee’s rights under this Easement. Grantor shall not construct or permit to be constructed or place any structure, including but not limited to, mobile homes, unapproved fences, dwellings, garages, out-buildings, pools, decks, man-made bodies of water, trees, shrubbery, leach beds or septic tanks, on or over the Easement Area, or any other obstructions on or over Easement Area that will, in any way, interfere with the construction, maintenance, operation, replacement, or repair of the NIPSCO Facilities or appurtenances constructed under this Easement, however, the Easement Area may be used for paved driveways, parking areas, sanitary, storm and water service crossings. Grantor will not change the depth of cover or conduct grading operations within the Easement Area. Grantor will not engage in, and will not permit, the dumping of refuse or waste, or the storage of any materials of any kind. Grantor will not engage in, and will not permit, the operation of any heavy machinery or equipment over the Easement Area. Grantor will not cause, and will not permit any third parties to cause, the Easement Area to be covered by standing water, except in the course of normal seasonal irrigation.

The Grantee will replace and restore the area disturbed by the laying, construction, operation, replacement, and maintenance of any NIPSCO Facilities to as near as practical to its original condition, except as provided herein.

With regard to the Easement Area, Grantor will assume all risk, liability, loss, cost, damage, or expense for any and all pollutants, contaminants, petroleum, hazardous substances and endangerments on or under the Premises, except those which result from Grantee’s use of and activities on the Premises. Grantee will give Grantor written notice of any claim, demand, suit or action arising from any pollutants, contaminants, petroleum, hazardous substances and endangerments on or under the Premises within ten (10) business days from the date that Grantee becomes aware of such claim, demand, suit or action.

Grantor and Grantee agree that, except to the extent caused by the acts or omissions of the Grantee or its representatives and contractors, the Grantee shall not be liable for, and is hereby released from, any and all claims, damages, losses, judgments, suits, actions and liabilities, whether arising during, prior to or subsequent to the term of this Easement, related to the presence of pollutants, contaminants, petroleum, hazardous substances or endangerments in, beneath or along the Premises.

Grantee agrees to pay for any damage to marketable timber, crops, approved fences (if any) and approved tile drains (if any) that is caused by the activities conducted pursuant to this Easement.

EXHIBIT A

LEGAL DESCRIPTION OF THE EASEMENT AREA

PARCEL 1:

THAT PART OF OUTLOT E IN VILLAGE CIRCLE - PHASE TWO - UNIT 1, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 35 NORTH RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 20, 2016 IN PLAT BOOK 109 PAGE 74 AS DOCUMENT NUMBER 2016-086193 IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHEASTERLY 15.00 FEET OF SAID OUTLOT E, ADJOINING WESTRIDGE DRIVE, EXCEPTING THEREFROM THE SOUTHWESTERLY 20.00 FEET ADJACENT TO LOT 28 IN VILLAGE CIRCLE PHASE 2 - UNIT 2 RECORDED AS DOCUMENT 2017 038352, AND ALSO EXCEPTING THEREFROM THE NORTHEASTERLY 15.00 FEET ADJACENT TO LOT 29 IN SAID VILLAGE CIRCLE PHASE 2 - UNIT 2.

PARCEL 2:

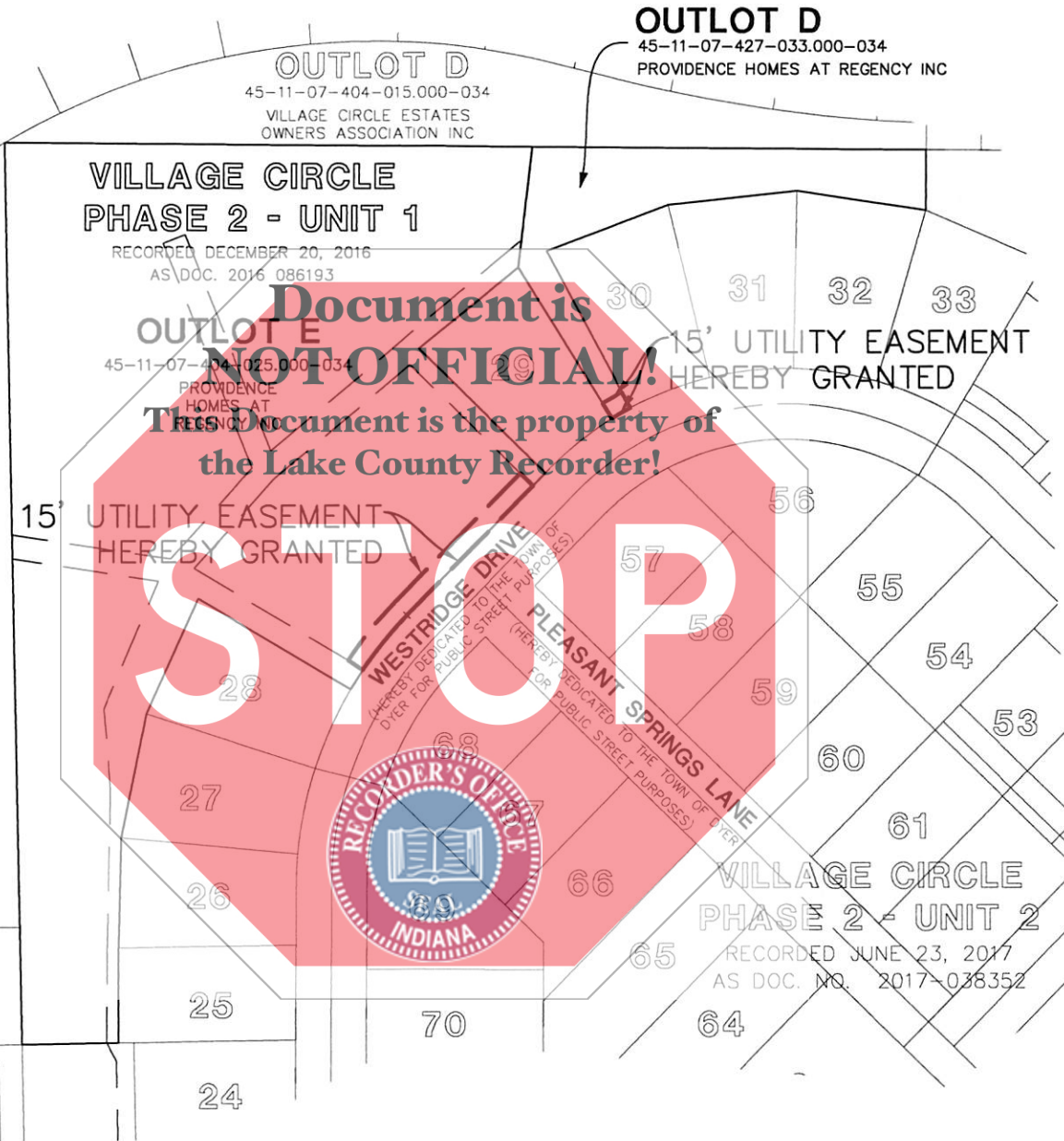
THAT PART OF OUTLOT D IN VILLAGE CIRCLE - PHASE TWO - UNIT 1, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 35 NORTH RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 20, 2016 IN PLAT BOOK 109 PAGE 74 AS DOCUMENT NUMBER 2016-086193 IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHEASTERLY 15.00 FEET OF SAID OUTLOT D, ADJOINING WESTRIDGE DRIVE, AND LYING ADJACENT TO LOT 29 AND LOT 30 IN VILLAGE CIRCLE PHASE 2 - UNIT 2 RECORDED AS DOCUMENT 2017 038352.

EXHIBIT B1



HEARTHSTONE
SUBDIVISION - PHASE 2
RECORDED MAY 11, 2006 AS DOC. 2006 040084



OUTLOT D
45-11-07-427-033.000-034
PROVIDENCE HOMES AT REGENCY INC

**VILLAGE CIRCLE
PHASE 2 - UNIT 1**

RECORDED DECEMBER 20, 2016
AS DOC. 2016 086193

OUTLOT E

45-11-07-404-025.000-034

PROVIDENCE
HOMES AT
REGENCY INC

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15' UTILITY EASEMENT
HEREBY GRANTED

15' UTILITY EASEMENT
HEREBY GRANTED

STOP



**VILLAGE CIRCLE
PHASE 2 - UNIT 2**

RECORDED JUNE 23, 2017
AS DOC. NO. 2017-038352

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700 Springer Drive, Lombard, IL 60148 ph:630.691.8500 fx:630.691.8585 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

VILLAGE CIRCLE PHASE 2 SUBDIVISION	
TOWN OF DYER, INDIANA	
DEPICTION OF THE EASEMENT AREA	
PROJ. MGR.: <u>TJM</u>	SHEET
DRAWN BY: <u>RC</u>	EXHIBIT B1
DATE: <u>10/03/17</u>	OHIDYI6
SCALE: <u>1" = 150'</u>	

Dwg Name: P:\Ohidy16\dwg\Surv\Final Drawings\Exhibits\Surv\OHIDYI6-PH2-UE-EXB1.dwg Updated By: RCompean 13:45

EXHIBIT B2

P.U.D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT PER DOCUMENT 2016 086193 AND/OR 2017 038352

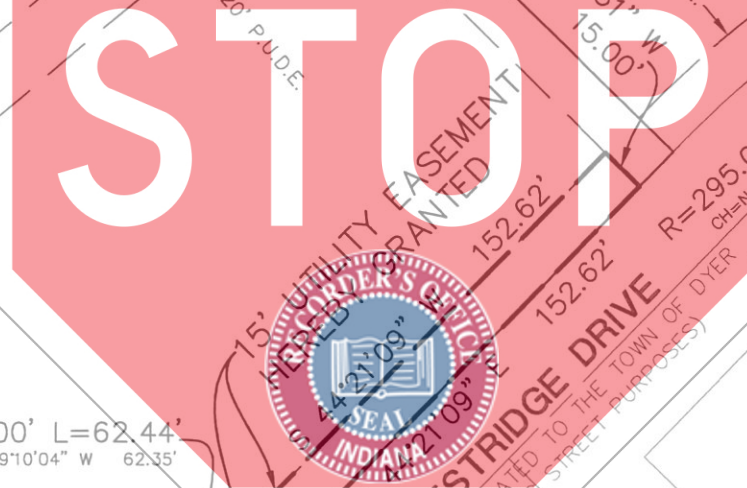


VILLAGE CIRCLE - PHASE 2 - UNIT 1
RECORDED DECEMBER 20, 2016 AS DOC. 2016 086193

OUTLOT E
45-11-07-404-025.000-034
PROVIDENCE HOMES AT REGENCY INC

OUTLOT D
45-11-07-427-033.000-034
PROVIDENCE HOMES AT REGENCY INC

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R=345.00' L=62.44'
CH=S 39°10'04" W 62.35'

R=330.00' L=59.72'
CH=N 39°10'04" E 59.64'

VILLAGE CIRCLE PHASE 2 - UNIT 2
RECORDED JUNE 23, 2017
AS DOC. NO. 2017-038352

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700 Springer Drive, Lombard, IL 60148 ph:630.691.8500 fx:630.691.8585 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

VILLAGE CIRCLE PHASE 2 SUBDIVISION	
TOWN OF DYER, INDIANA	
DEPICTION OF THE EASEMENT AREA	
PROJ. MGR.: <u>TJM</u>	SHEET
DRAWN BY: <u>RC</u>	EXHIBIT B2
DATE: <u>10/03/17</u>	OHIDY16
SCALE: <u>1" = 60'</u>	

Dwg Name: P:\Ohidy16\dwg\Final Drawings\Exhibits\Surv\OHIDY16-PH2-UE-EXB2.dwg Updated By: RCompean 13:38