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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2017 070532

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 Village Circle Estates Owners Association, Inc. by a Deed dated October 17, 2012 and recorded in the Office of the Recorder for Lake County, Indiana, as Document No. 2012-073660 on October 19, 2012.

**EASEMENT FOR UTILITY FACILITIES**

NIPSCO EASEMENT # \_\_\_\_\_

THIS EASEMENT FOR UTILITY FACILITIES (this "Easement") is granted this 3rd<sup>th</sup> day of October, 2017 by Village Circle Estates Owners Association, Inc., whose address is 3408 Enterprise Avenue, Valparaiso, Indiana 46383 ("Grantor") in favor of Northern Indiana Public Service Company, an Indiana corporation, with its principal place of business located at 801 E. 186<sup>th</sup> Avenue, Merrillville, Indiana 46410 ("Grantee").

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the Lake County Recorder!

WITNESSETH

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  
JOHN E. PETALAS  
LAKE COUNTY AUDITOR  
028060

#25<sup>00</sup>  
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.

If the amount payable for damage under the preceding paragraph cannot be mutually agreed upon, it shall be determined by a panel of three (3) disinterested arbitrators. The arbitration and the award shall be limited to the amount payable for damages pursuant to the preceding paragraph. Grantor and Grantee shall appoint one arbitrator each, and the two (2) so appointed shall appoint the third. The award shall be a majority decision and shall be final and conclusive, with costs for arbitration equally shared by parties, regardless of outcome.

The rights, privileges and terms hereby shall extend to and be binding upon the Grantor and the Grantee and their representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the Grantor has duly executed this Grant of Easement this 3rd<sup>th</sup> day of October, 2017

By: Village Circle Estates Owners Association, Inc.

By: N/A

By: \_\_\_\_\_

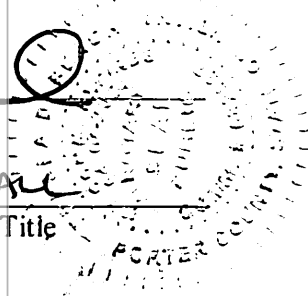
N/A

John R. Marshall

Printed Name and Title

Printed Name and Title

STATE OF INDIANA )  
                                  ) SS.  
COUNTY OF LAKE )



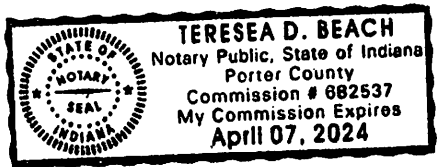
BE IT REMEMBERED that on this 17<sup>th</sup> day of October, 2017, before me, a Notary Public in and for said county and state aforesaid, personally appeared, N/A and

John R. Marshall acknowledged the execution of the foregoing instrument in behalf of Village Circle Estates Owners Association, Inc., as the voluntary act and deed of Village Circle Estates Owners Association, Inc., for the uses and purposes set forth.

WITNESS my hand and notarial seal the day and year first above written.

Teresea D. Beach  
Notary Public

My Commission Expires: April 7, 2024  
A Resident of Lake County, Indiana



This instrument prepared by: Timothy Murphy of Manhard Consulting, Ltd. "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."

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE EASEMENT AREA**

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THAT PART OF OUTLOT C IN VILLAGE CIRCLE - PHASE ONE, BEING A SUBDIVISION OF PART OF SECTION 7 AND SECTION 18, TOWNSHIP 35 NORTH RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 13, 2006 IN PLAT BOOK 100 PAGE 59, AS DOCUMENT NUMBER 2006-099929 IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

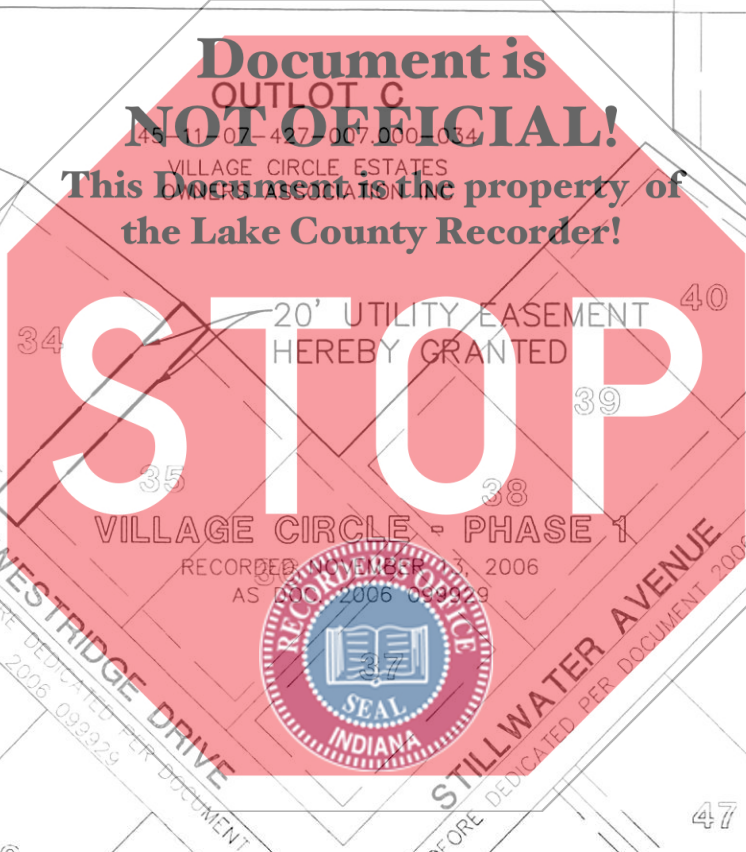
THE SOUTHWESTERLY 150.00 FEET OF SAID OUTLOT E, ADJOINING WESTRIDGE DRIVE, AND ADJOINING LOT 34 AND LOT 35 IN SAID VILLAGE CIRCLE PHASE 1.



EXHIBIT B1



HEARTHSTONE  
SUBDIVISION - PHASE 4  
RECORDED MARCH 25, 2008 AS DOC. 2008 021269



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

WESTRIDGE DRIVE  
HERE TO FORE DEDICATED PER DOCUMENT 2006 092929

STILLWATER AVENUE  
HERE TO FORE DEDICATED PER DOCUMENT 2006 099929

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Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers  
Construction Managers • Environmental Scientists • Landscape Architects • Planners

VILLAGE CIRCLE PHASE 1 SUBDIVISION	
TOWN OF DYER, INDIANA	
DEPICTION OF THE EASEMENT AREA	
PROJ. MGR.: <u>TJM</u>	SHEET
DRAWN BY: <u>RC</u>	<b>EXHIBIT B1</b> OHIDY16
DATE: <u>10/03/17</u>	
SCALE: <u>1" = 100'</u>	

I3:28 Dwg Name: P:\Ohidy6\dwg\Surv\Final Drawings\Exhibits\_Surv\OHIDY16-PH1-UE-EXB1.dwg Updated By: RCampean

**EXHIBIT B2**

P.U.D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT PER DOCUMENT 2006-099929

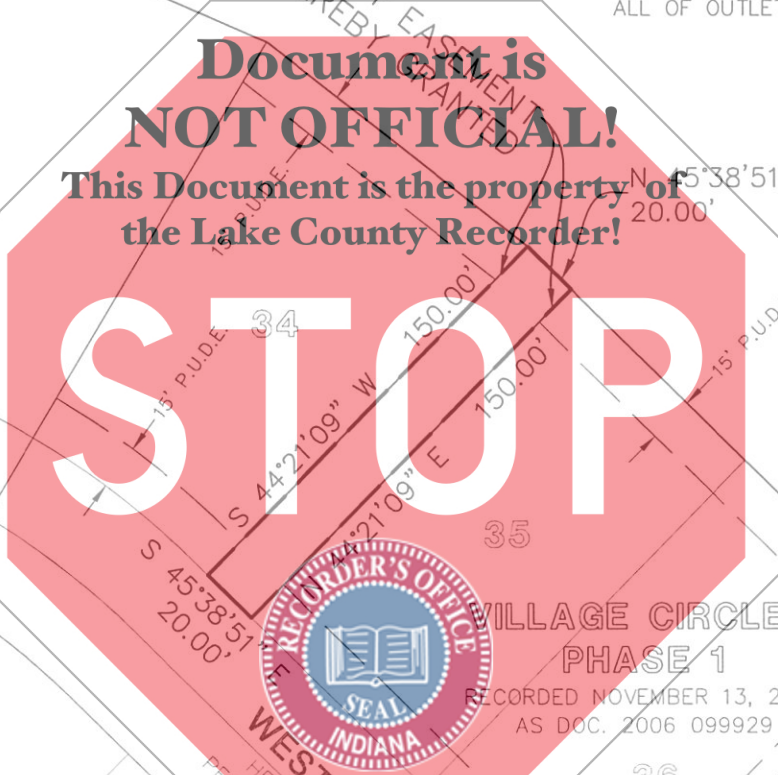


**HEARTHSTONE  
SUBDIVISION - PHASE 4**

RECORDED MARCH 25, 2008 AS DOC. 2008 021269

**OUTLOT C**

45-11-07-427-007.000-034  
VILLAGE CIRCLE ESTATES OWNERS  
ASSOCIATION INC  
STORMWATER MANAGEMENT EASEMENT OVER  
ALL OF OUTLET C



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20' UTILITY EASEMENT  
HEREBY GRANTED

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

VILLAGE CIRCLE  
PHASE 1  
RECORDED NOVEMBER 13, 2006  
AS DOC. 2006 099929

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Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers  
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VILLAGE CIRCLE PHASE 1 SUBDIVISION	
TOWN OF DYER, INDIANA	
DEPICTION OF THE EASEMENT AREA	
PROJ. MGR.: <u>TJM</u>	SHEET
DRAWN BY: <u>RC</u>	<b>EXHIBIT B2</b>
DATE: <u>10/03/17</u>	OHIDY16
SCALE: <u>1" = 60'</u>	

Dwg Name: P:\Ohidy16\dwg\Surv\Final Drawings\Exhibits\Surv\OHIDY16-PH1-JE-EXB2.dwg Updated By: RCampeon 13:28