

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

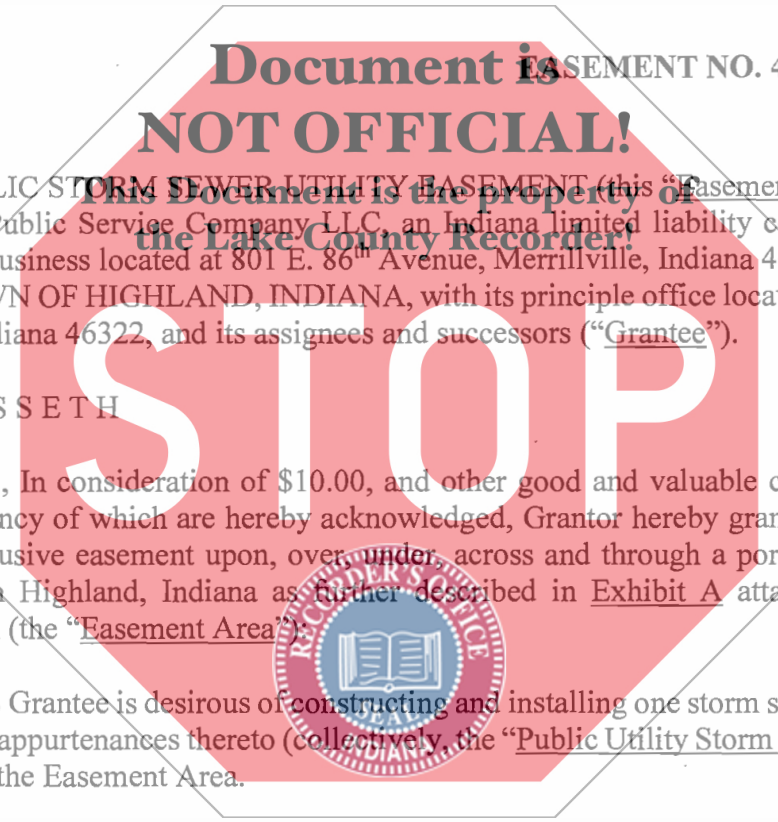
2019 APR -8 AM 10:08

MICHAEL B. BROWN
RECORDED

2019 020487

CROSS-REFERENCE: In accordance with Indiana Code § 32-23-2-5(a), the easement described below burdens the real estate acquired by Quitclaim deed dated March 31, 1989, and recorded in the Office of the Recorder for Lake County, Indiana on April 28, 1989.

PUBLIC STORM SEWER UTILITY EASEMENT



EASEMENT NO. 40858

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

THIS PUBLIC STORM SEWER UTILITY EASEMENT (this "Easement") is granted by Northern Indiana Public Service Company LLC, an Indiana limited liability company, with its principle place of business located at 801 E. 86th Avenue, Merrillville, Indiana 46410 ("Grantor") in favor of the TOWN OF HIGHLAND, INDIANA, with its principle office located at 3333 Ridge Road Highland, Indiana 46322, and its assignees and successors ("Grantee").

WITNESSETH

WHEREAS, 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 the following non-exclusive easement upon, over, under, across and through a portion of Grantor's property located in Highland, Indiana as further described in Exhibit A attached hereto and incorporated herein (the "Easement Area").

WHEREAS Grantee is desirous of constructing and installing one storm sewer drain, along with any necessary appurtenances thereto (collectively, the "Public Utility Storm Sewer Services") across a portion of the Easement Area.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Grantor hereby grants to Grantee, without any warranty or representation of any kind or nature and only to the extent its title permits it to do so, and subject to all of the terms and conditions set forth herein, a non-exclusive easement to utilize a portion of the Easement Area to install, construct, maintain, operate, repair, alter, replace, renew and remove the Public Utility Storm Sewer Services.
2. Prior to installing the Public Utility Storm Sewer Services (and in the event that Grantee wishes to change or modify the Public Utility Storm Sewer Services), Grantee shall submit to Grantor for Grantor's review and approval, its plans and specifications for the location and

NO SALES DISCLOSURE NEEDED

1

Approved Assessor's Office

Bv:

APR 05 2019
JOHN E. PETALAS
LAKE COUNTY AUDITOR

NON-TAXABLE
\$25000
#802803
MB

installation thereof, and shall furnish any additional information concerning the installation of the Public Utility Storm Sewer Services (collectively, the “Plans and Specifications”) from time-to-time as may be required by Grantor. Grantee agrees that all work on the Public Utility Storm Sewer Services shall be in accordance with good engineering practices and only in the Easement Area. Grantee understands and agrees that Grantor's approval of the Plans and Specifications shall in no way make Grantor liable for any loss, cost, damage or expense incurred in connection with the work on the Public Utility Storm Sewer Services, all of which liability shall exclusively be Grantee's. Grantee shall at its own expense, secure any permits or other consents required by law or ordinance of any municipality or other public body having jurisdiction over the work and use of the Public Utility Storm Sewer Services and shall at all time comply with all laws and regulations, both local and general, which affect the maintenance, operation and use of the Public Utility Storm Sewer Services. In case of the initial installation of the Public Utility Storm Sewer Services and, except in the case of emergency repairs, notice shall be given in writing by Grantee to Grantor at least seventy-two (72) hours in advance. Whenever it becomes necessary to make any repairs or renewals to the Public Utility Storm Sewer Services, such repairs or renewals shall be made at the sole expense of Grantee in such a manner so as to interfere as little as possible with the property or business of Grantor or other interests held under Grantor and except in the case of emergency repairs or renewals, notice of the intent to repair or renew shall be given in writing by the Grantee to Grantor at least seventy-two (72) hours in advance.

3. Grantor makes no representations or warranties regarding the suitability of the Easement Area for Grantee’s intended use of the Public Utility Storm Sewer Services under this Easement. Grantor further also makes no representations or warranties regarding any subsurface utilities, improvements or conditions under the Easement Area. Grantee acknowledges that it has freely chosen to enter the Easement Area to use the Public Utility Storm Sewer Services, and that it is aware of, and fully appreciates, the nature and extent of the risks associated with doing so.

4. Grantee acknowledges that Grantor’s access to and use of the Easement Area and Public Utility Storm Sewer Services permitted under this Easement is secondary to Grantor’s access to and use of the Easement Area. Grantor reserves full possession of the Easement Area for Grantor’s uses and purposes and the right to enter upon the Easement Area at any and all time to repair, replace, renew, erect or complete the erection of any existing Grantor Facilities (as defined below) over, under or across the Easement Area at Grantor’s discretion. Grantor reserves the right to construct, install, modify or replace, inspect, alter, extend, or repair any Grantor Facilities or authorize others to perform such work, which work, to the extent commercially reasonable, shall be performed in such a manner as not to unreasonably interfere with Grantee’s use of the Easement Area for the work and activities permitted under this Easement.

5. Grantor shall permit no structure, holes, or obstructions of any kind on the Easement Area. Grantee shall not allow the parking of Grantee’s vehicles on the Public Utility Storm Sewer Services and the Easement Area. Grantee shall return the Public Utility Storm Sewer Services and the Easement Area to its current condition following installation and maintenance activities and shall not interfere with Grantor’s Facilities in any way.

6. Except as expressly provided for herein, no structures or improvements other than the Public Utility Storm Sewer Services shall be constructed or otherwise placed on the Easement Area by, through or under Grantee. Grantee shall permit no holes, obstructions or any other condition, including without limitation the release of any hazardous materials or Hazardous Substances (as defined below), on the Easement Area which could create a hazard of any kind. Grantee shall not allow the parking of Grantee's vehicles on the Easement Area. Grantee shall return the Easement Area to the condition which existed prior to any installation or maintenance activities and shall not interfere with the physical integrity of the existing land surface in any way.

7. In the event that it becomes necessary, in the judgment of Grantor, because of the construction of the Public Utility Storm Sewer Services and/or the Easement Area by Grantee, to encase any pipelines below the surface of the Public Utility Storm Sewer Services and/or the Easement Area or to create another method of protection, Grantee shall bear the cost to do so.

8. In exercising the rights granted in this Easement, Grantee shall not interfere with any of Grantor's electric lines, gas pipelines, mains, towers, or any other Grantor equipment or facilities located on the Easement Area, including without limitation, roads, gates, fences, railings or buildings (collectively, the "Grantor Facilities"). Any damage whatsoever done to the Easement Area and/or the Grantor Facilities by the Grantee, its contractors, agents, employees and invitees shall be promptly paid for by the Grantee.

9. It is understood and agreed by Grantor and Grantee that Grantor may have, prior to the execution hereof, granted to others certain rights and privileges in, over, under and across the Easement Area, including the right to operate and maintain pipelines below the surface of the Easement Area, and this Easement will be subject and subordinate to such rights and privileges as granted. It is also understood and agreed that Grantor may grant other rights and privileges in the future to others, and Grantee hereby agrees to execute, upon demand by Grantor, such consents and subordinations as may be deemed necessary by Grantor for the use of the Easement Area by other persons or corporations, provided such shall not materially interfere with the maintenance or use of the Public Utility Storm Sewer Services and/or the Easement Area by Grantee.

10. Grantor may disturb, modify, move or require relocation of all or a portion of the Easement Area if Grantor determines that the Public Utility Storm Sewer Services and/or the Easement Area is needed in order to allow Grantor to operate, inspect, maintain, construct, repair, alter, replace and/or upgrade the Property or any Grantor Facilities. Grantor shall not be responsible for compensating Grantee for any loss of use of, interference with operation of, or damage to the Public Utility Storm Sewer Services and/or the Easement Area or any improvements to the Easement Area as occasioned by Grantor's activities. Grantee shall, at its own cost and expense, be responsible for restoration of the Public Utility Storm Sewer Services and/or the Easement Area and any improvements.

11. Grantee shall promptly reimburse Grantor for any costs or expenses incurred by Grantor in the protection, alteration, or relocation of any and all Grantor Facilities located on or near the Public Utility Storm Sewer Services and/or the Easement Area which must, in the judgment of Grantor, be relocated, altered, or protected because of the use of the Public Utility Storm Sewer Services and/or the Easement Area by Grantee.

12. Grantee shall at its own expense, secure any permits or other consents required by law or ordinance of any municipality or other public body having jurisdiction over the use and maintenance of the Public Utility Storm Sewer Services and/or the Easement Area and shall at all times comply with all laws and regulations, both local and general, which affect the maintenance, operation and use of the Public Utility Storm Sewer Services and/or the Easement Area.

13. Whenever it becomes necessary to make any repairs or renewals to the Public Utility Storm Sewer Services and/or the Easement Area, such repairs or renewals shall be made at the sole expense of Grantee in such a manner so as to not interfere with the property or business of Grantor or other interests held under Grantor and except in the case of emergency repairs or renewals, notice of the intent to repair or renew shall be given in writing by the Grantee to Grantor at least seventy-two (72) hours in advance of the commencement of any such work.

14. Grantor may have an inspector at any or all times when Grantee, its agents, servants, employees, invites, contractors or assigns are constructing, installing repairing, maintaining or removing the Public Utility Storm Sewer Services for the sole purpose of assuring that said construction will not interfere with Grantor's use and operation of the Grantor Facilities. It is mutually agreed that the presence of an inspector shall not relieve Grantee, its contractors, agents, or assigns from any liability, claim or obligation hereunder. Grantee shall reimburse Grantor for the expense of protecting any and all Grantor Facilities occasioned by the construction of the Public Utility Storm Sewer Services and/or the Easement Area, or use thereafter, upon receipt of billing therefore from Grantor for the costs incurred by Grantee to protect any Grantor Facilities.

15. Grantee further agrees to pay or reimburse Grantor for any general property taxes or special assessments, which may result from Grantee's use of the Property under the terms of this Easement.

16. Except for willful or wanton acts by Grantor, Grantee and its employees, agents, contractors and invitees, as a part of the consideration for this Easement, release and waive any right to 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, its employees, agents, contractors and invitees, arising out of the construction, use, maintenance, repair or presence of the Public Utility Storm Sewer Services and/or the Easement Area.

17. Grantee agrees that it will not take any action that results in the release of a pollutant, contaminant or Hazardous Substance (as defined herein), at or from the Easement Area.

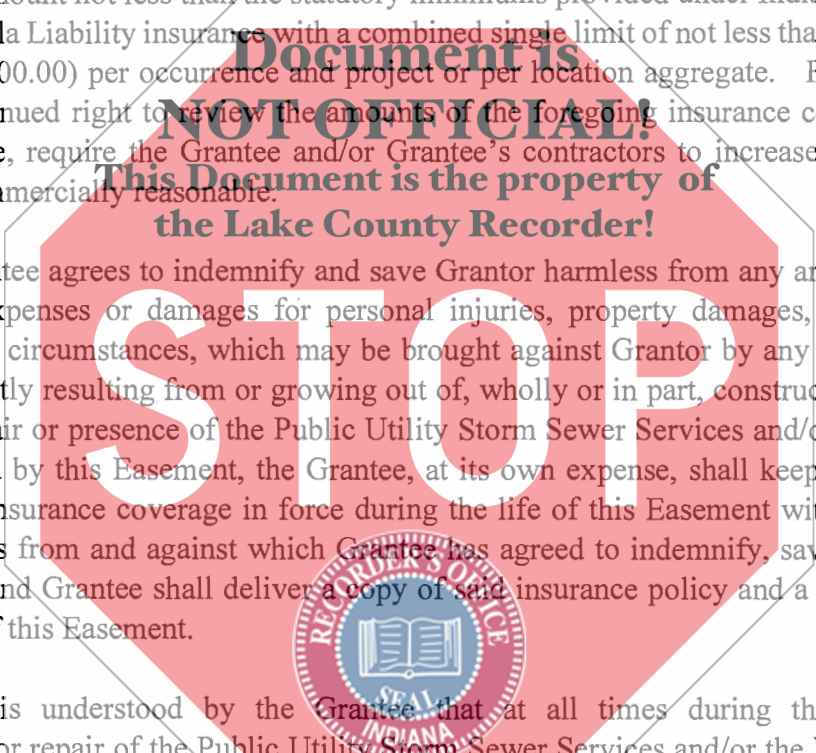
Grantee shall immediately notify Grantor of any release of or discovery of a prior release of a pollutant, contaminant or Hazardous Substance on the Easement Area caused by Grantee or its contractors and regardless of whether such release is reportable under law. For purposes of this Easement, "Hazardous Substance" shall mean any hazardous, flammable, corrosive, toxic, radioactive or infectious substance, material or waste as defined, listed or regulated under any federal, state or local statute, regulation or ordinance relating to the protection of human health or the environment, including, without limitation, pipeline liquids, petroleum, oil and its fractions.

18. Grantee shall comply with all governmental statutes, ordinances, regulations, orders and directives concerning public health, safety or the environment ("Environmental Laws") applicable to its activities within, on, and along the Public Utility Storm Sewer Services and/or the Easement Area. If, as a result of any activities by the Grantee, there is any release of a pollutant, contaminant or Hazardous Substance, the Grantee shall, at its sole cost and expense, take those steps as may be reasonably necessary to contain the release and restore the affected areas to being in compliance with all applicable local, state and federal Environmental Laws. Grantee shall provide to Grantor copies of any and all correspondence, notices, etc., prepared by or received by Grantee under Environmental Laws, associated with its operations on the Public Utility Storm Sewer Services and/or the Easement Area.

19. Grantee covenants and agrees to indemnify, hold harmless and defend Grantor, its agents and employees from and against any and all losses, damages, liability, claims for damages on account of or by reason of injury, including death, which may be sustained by any person (including without limitation the employees of Grantee, and any contractor or subcontractor of Grantee), from and against any and all damages to property, including environmental contamination or liability and loss of use (including without limitation damage to or loss of use of property of Grantor), caused by or arising out of any act or omission of Grantee, its agents, employees or subcontractors, in connection with Grantee's use of and/or activities within this Easement, the use of the Public Utility Storm Sewer Services and/or the Easement Area, the presence of Grantee, and of Grantee's employees, contractors, subcontractors, agents and facilities, on the Easement Area and/or Grantee's breach of this Easement. Grantee shall give Grantor written notice of any claim, demand, suit or action arising from the exercise of this Easement within ten (10) business days from the date that Grantee becomes aware of such claim, demand, suit or action.

20. Grantee assumes any and all liability risk from injuries, damages, or any claim of liability whatsoever, as related to Grantee's use of and/or activities within this Easement, Public Utility Storm Sewer Services and/or the Easement Area; and, except for willful and wanton acts by Grantor, hereby releases and, discharges Grantor from any and all liability of any type. Grantee (during the term of this Easement), at all times during which people or materials subject to said subcontractor's supervision or control are on the Public Utility Storm Sewer Services or the Easement Area, shall be subject to the insurance requirements as stated in this paragraph, to be evidenced by providing Grantor with a Certificate of Insurance ("COI"). Grantee shall maintain in effect, insurance coverage from a company or companies authorized to do business in the State

of Indiana and approved by the National Association of Insurance Commissioners, the following minimum insurance: (a) General Liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per person combined single limit for bodily injury and with a general aggregate of Two Million Dollars (\$2,000,000.00) per occurrence against all claims and demands for any injury to persons and for any property damage; which may occur or be claimed to have occurred as the result of the activities or use of the Public Utility Storm Sewer Services and the Easement Area , it being understood and agreed that these limits may be provided by a combination of primary and excess liability policies; (b) Comprehensive Automobile Liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury and property damage, again, it being understood and agreed that these limits may be provided by a combination of primary and excess liability policies; (c) Workers Compensation insurance in an amount not less than the statutory minimums provided under Indiana law; and (d) Excess or Umbrella Liability insurance with a combined single limit of not less than Three Million Dollars (\$3,000,000.00) per occurrence and project or per location aggregate. Further, Grantor reserves the continued right to review the amounts of the foregoing insurance coverage and to, from time to time, require the Grantee and/or Grantee's contractors to increase such coverage amounts as is commercially reasonable.



Inasmuch as Grantee agrees to indemnify and save Grantor harmless from any and all liabilities, losses, claims, expenses or damages for personal injuries, property damages, loss of life or property, or other circumstances, which may be brought against Grantor by any person or party directly or indirectly resulting from or growing out of, wholly or in part, construction, operation, maintenance, repair or presence of the Public Utility Storm Sewer Services and/or the Easement Area as permitted by this Easement, the Grantee, at its own expense, shall keep indemnity and general liability insurance coverage in force during the life of this Easement with respect to all matters and things from and against which Grantee has agreed to indemnify, save harmless and protect Grantor; and Grantee shall deliver a copy of said insurance policy and a COI to Grantor upon execution of this Easement.

21. It is understood by the Grantee that at all times during the construction, maintenance and/or repair of the Public Utility Storm Sewer Services and/or the Easement Area, the electric lines of Grantor are energized and thereby can create a danger to people working in the vicinity of said electric lines should they come in contact with such electric lines. In addition, underground gas lines can create a danger to people working in the vicinity of said lines. Grantee specifically agrees to indemnify and save Grantor harmless from any claims of Grantee arising from Grantee, its agents, servants, employees, invites, or contractors coming in contact with the gas and/or electric lines of Grantor during the construction, operation, use and/or maintenance of the Public Utility Storm Sewer Services and/or the Easement Area. Grantee shall not interfere with Grantor with respect to monitoring the Easement Area for any unauthorized entry or trespass, and with respect to any lawful actions taken by Grantor to prevent, or enforce its rights against any person committing, such unauthorized entry or trespass. Grantee, its agents, employees or contractors shall use the Easement Area, solely to operate and maintain the Public Utility Storm Sewer Services.

22. It is expressly understood and agreed that, except for willful or wanton acts by Grantor, Grantor shall under no circumstances be liable for or responsible to Grantee for any injuries or damages sustained in relation to the Public Utility Storm Sewer Services and/or the Easement Area, which may result directly or indirectly from the construction, operation, use or maintenance of any Grantor Facilities.

23. Grantee acknowledges and agrees that Grantee will be solely responsible for the protection and security of any Grantee's materials, equipment, machines and vehicles located on the Easement Area during the construction, restoration, modification and repair of the Public Utility Storm Sewer Services and/or the Easement Area.

24. Grantee covenants that Grantee, its officers, agents, employees and assigns shall use due care and diligence in all operations and activities conducted in the Easement Area as is necessary to avoid injury to persons (including death) or damage to property. In the event that Grantee, or its agents, employees or contractors damage any Grantor Facilities, Grantor shall perform the repairs, and Grantee shall reimburse Grantor for all costs and expenses incurred by Grantor to perform said repairs.

25. Grantee assumes all risks of injuries or damage to its officials, employees, contractors, servants, agents, tenants and invites and their property while on the Easement Area and hereby releases and discharges Grantor from any and all liability therefore.

26. All labor provided and materials furnished in performing work under this Easement, shall be at Grantee's sole cost and expense. Grantee shall keep the Easement Area fully protected against liens of any kind arising out of or connected to Grantee's operations on or contamination of the Easement Area. In the event that a lien is placed on the Easement Area as the result of Grantee's activities or presence on the Easement Area, Grantee shall immediately notify Grantor of such lien. Grantee shall also take action, at Grantee's sole cost and expense; to have any such liens promptly removed from the Easement Area, and shall provide Grantor with written evidence of such lien having been removed. In the event that any such mechanic's lien is filed against the Easement Area, Grantor may take such steps and make such payments as are necessary to extinguish said mechanic's liens and Grantee shall pay Grantor, upon being billed therefore, the amount that Grantor was required to pay and expend in order to extinguish said lien, including legal fees and other expenses related thereto.

27. All written notices required or permitted under this Easement shall be served by (i) certified mail, return receipt requested, to the party to whom the same is directed at that party's respective address, as set forth below; or (ii) overnight delivery by recognized overnight carrier to the party to whom the same is directed at that party's respective address, as set forth below:

To Grantor:



Northern Indiana Public Service Company
801 E. 86th Avenue
Merrillville, IN 46410
Attention: Tonya Stanley, Land Services

With a copy to:

NiSource Corporate Services Company
801 East 86th Avenue
Merrillville, IN 46410
Attn: Legal Department

To Grantee:

The Town of Highland
3333 Ridge Road
Highland, IN 46322
Attn: Public Works Director

or at such other address as either party may from time to time designate by giving written notice, as provided herein. The date of service of notice shall be the date on which such notice is received (or, alternatively, if notice is given by certified mail, the date upon which receipt is refused).

28. In the event that Grantee ceases using the Public Utility Storm Sewer Services and/or abandons the Easement Area at any time, Grantee will execute and deliver to Grantor a release of this Easement and thereupon this Easement shall terminate. This Easement and its privileges shall further be binding upon and inure to the benefit of the parties hereto, and to their respective successors and assigns.



IN WITNESS WHEREOF, the Grantor has duly executed this Easement this 1st day of April, 2019.

[Northern Indiana Public Service Company, LLC]

By: James E Zucal
Name: JAMES E ZUCAL
Title: VP Elec. Eng. Projects Construction

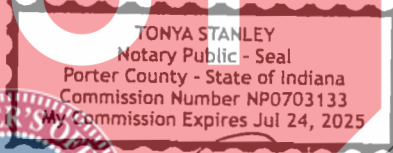
STATE OF IN)
) SS.
COUNTY OF LAKE)

Document is NOT OFFICIAL!

BE IT REMEMBERED that on this 1st day of April, 2019, before me, a Notary Public in and for said county and state aforesaid, personally appeared James E Zucal, VP Elec. Eng. Proj. & Construction of Northern Indiana Public Service Company and acknowledged the execution of the foregoing instrument in behalf of Northern Indiana Public Service Company as the voluntary act and deed of said limited liability company for the uses and purposes set forth.

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

Print Name Tonya Stanley
Tonya Stanley (SEAL)
Notary Public



My Commission Expires July 24, 2025 A Resident of Porter County, Indiana

This instrument prepared by: André Wright. "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." André Wright

IN WITNESS WHEREOF, the Grantor has duly executed this Easement this 19 day of MARCH, 2019.

[Town Of Highland]

By: [Signature]
Name: RICHARD GARCIA
Title: PRESIDENT, ILLINOIS SANITARY DISTRICT

STATE OF Indiana)
) SS.
COUNTY OF Lake)

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

BE IT REMEMBERED that on this 19 day of March, 2019, before me, a Notary Public in and for said county and state aforesaid, personally appeared Richard Garcia, of Town of Highland and acknowledged the execution of the foregoing instrument in behalf of Richard Garcia as the voluntary act and deed of Richard Garcia, for the uses and purposes set forth.

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

Print Name Julie Shrader
Notary Public [Signature] (SEAL)

JULIE SHRADER
Notary Public, State of Indiana
Lake County
Commission # 0628106
My Commission Expires August 19, 2019

My Commission Expires August 19, 2019 A Resident of Lake County, Indiana

This instrument prepared by: André Wright. "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." André Wright