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2020-048980

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MICHAEL B BROWN
RECORDER

2020 Jul 30 10:03 AM

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
Northern Indiana Public Service Company
Attn: Survey & Land Dept.
801 E 86th Avenue
Merrillville, IN 46410

CROSS-REFERENCE: In accordance with Indiana Code § 32-23-2-5(a), the easement described below burdens the real estate acquired by Special Warranty Deed dated April 24, 2007 and recorded in the Office of the Recorder for Lake County, Indiana, as Document No. 2007-038045, on May 9, 2007, and Deed Record 185064 dated February 20, 1917 and recorded in the Office of the Recorder for Lake County, Indiana, as Book 270, Page 82, on January 23, 1920.

EASEMENT FOR ELECTRIC AND GAS FACILITIES

Document is NOT OFFICIAL! EASEMENT# 41035-046PE

This Document is the property of the Lake County Recorder!

THIS EASEMENT FOR ELECTRIC AND GAS FACILITIES (this "Easement") is granted by **City of Gary**, whose address is 401 Broadway, Gary, IN 46402 ("Grantor") in favor of 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 ("Grantee").

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 Lake County, Indiana (the "Premises"):

- construct, erect, install, operate, maintain, replace, repair, alter the size of, remove, renew, replace or abandon towers and poles and to string, install, operate, maintain, replace, repair, alter the size of, remove, renew, replace or abandon (in place if desired by Grantee) wires, cables, conductors, guy wires and other necessary equipment upon and between such towers and poles, and to also install, construct, maintain, operate, repair, replace, renew and remove underground ducts and conduits, underground wires, cables, conductors, manholes and other necessary appurtenances, in such underground ducts and conduits, one or more pipelines, gas mains, underground ducts and conduits, underground wires, cables, conductors,

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JUL 30 2020

JOHN E. PETALAS
LAKE COUNTY AUDITOR

024548

\$25.00

CC JAB

REV 2016-07-05



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 and (b) clear, cut, trim and remove any and all vegetation, 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 right of way further described on Exhibit A attached hereto and incorporated herein (the “Easement Area”). The Easement Area is shown on Exhibit B 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, septic tanks, paved or gravel roads or paved or gravel passageways or trails 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. 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.

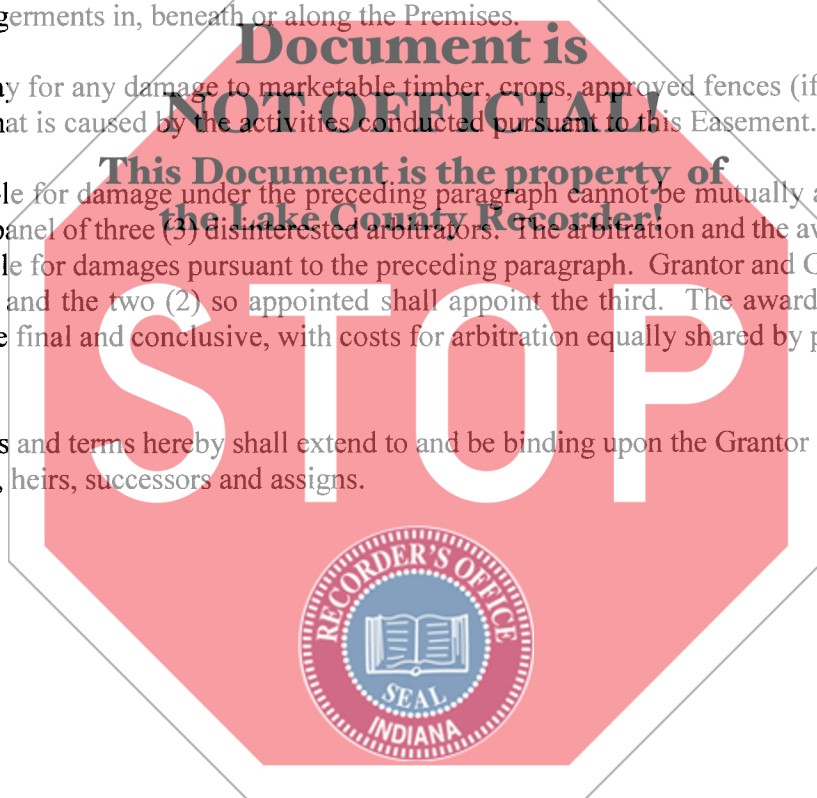
With regard to the Easement Area, Grantor will assume all risk, liability, loss, cost, damage, or expense for any and all pollutants, contaminants, petroleum, hazardous substances and endangerments on or under the Premises, except those which result from Grantee's use of and activities on the Premises. 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 Easement this 22nd day of May, 2020.

City of Gary

By:

Name: Trent A. McCain

Title: President, Board of Public Works

STATE OF INDIANA)
) SS.
COUNTY OF LAKE)

BE IT REMEMBERED that on this 22nd day of May, 2020, before me, a Notary Public in and for said county and state aforesaid, personally appeared Trent A. McCain, President, Board of Public Works of City of Gary and acknowledged the execution of the foregoing instrument in behalf of City of Gary as the voluntary act and deed of City of Gary for the uses and purposes set forth.

WITNESS my hand and notarial seal the day and year City of Gary written.

Print Name Annie Laura Smith
Annie Laura Smith (SEAL)
Notary Public

ANNIE LAURA SMITH
SEAL
State of Indiana
My Commission Expires April 19, 2025

My Commission Expires April 19, 2025 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

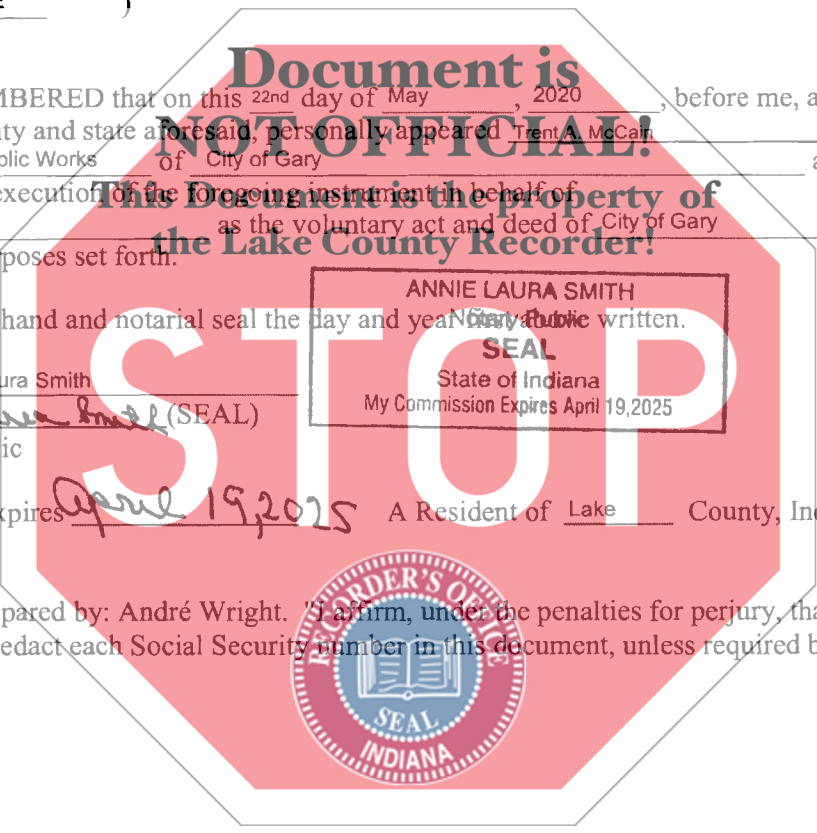


EXHIBIT 'A'

Permanent Easement Description

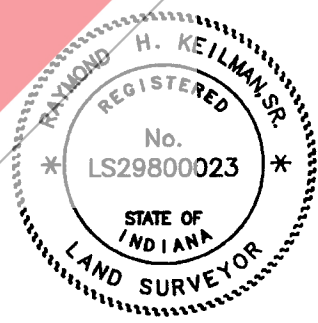
A parcel of land being part of the Northeast Quarter of Section 3, Township 36 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana, and also being part of the land described in deed to City of Gary, recorded May 9, 2007 as document number 2007-038045, Parcel 2 in the Office of the Recorder of said County, more particularly described as follows:

Beginning at the Northwest corner of Parcel 2 in said document; thence South 88°46'44" East (this all subsequent bearings based on the Indiana Coordinate System of 1983, West zone), 79.99 feet along the North line of said Parcel; thence South 3°36'33" East, 10.04 feet; thence North 88°46'44" West, 79.99 feet to the West line of said Parcel; thence North 3°36'33" West, 10.04 feet along the West line of said Parcel to the Point of Beginning.

Said Strip containing 0.018 of an acre, more or less.



This description was prepared for Northern Indiana Public Service Company, by DLZ Indiana, LLC and certified by Raymond H. Keilman, Sr., Indiana Professional Surveyor, License Number 29800023, on February 28, 2020.



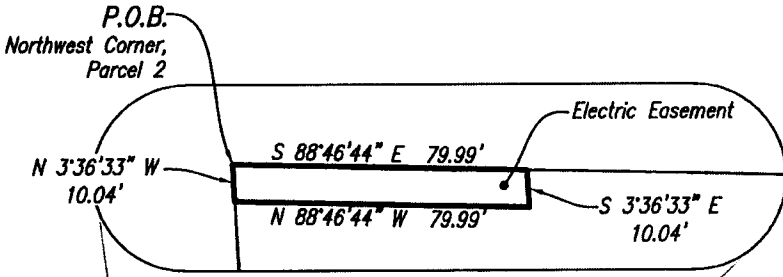
Raymond H. Keilman Sr.
Raymond H. Keilman, Sr.

DLZ
DLZ INDIANA, LLC
318 TECH DRIVE, BURNS HARBOR, INDIANA 46304
TELEPHONE (219) 764-4700 FAX (219) 764-4158

GARY
INDIANA
CITY OF GARY
PARCEL 41035-046E
FOR: NORTHERN INDIANA PUBLIC SERVICE COMPANY

DRAWN: MAR	CHK'D.: RHK	SHEET 1
DESIGNED:	APPR'D.: RHK	OF 2
DATE: 2/28/2020		DRAWING NUMBER
SCALE: N/A		046EX
PROJECT NUMBER		
1861-2562-70		

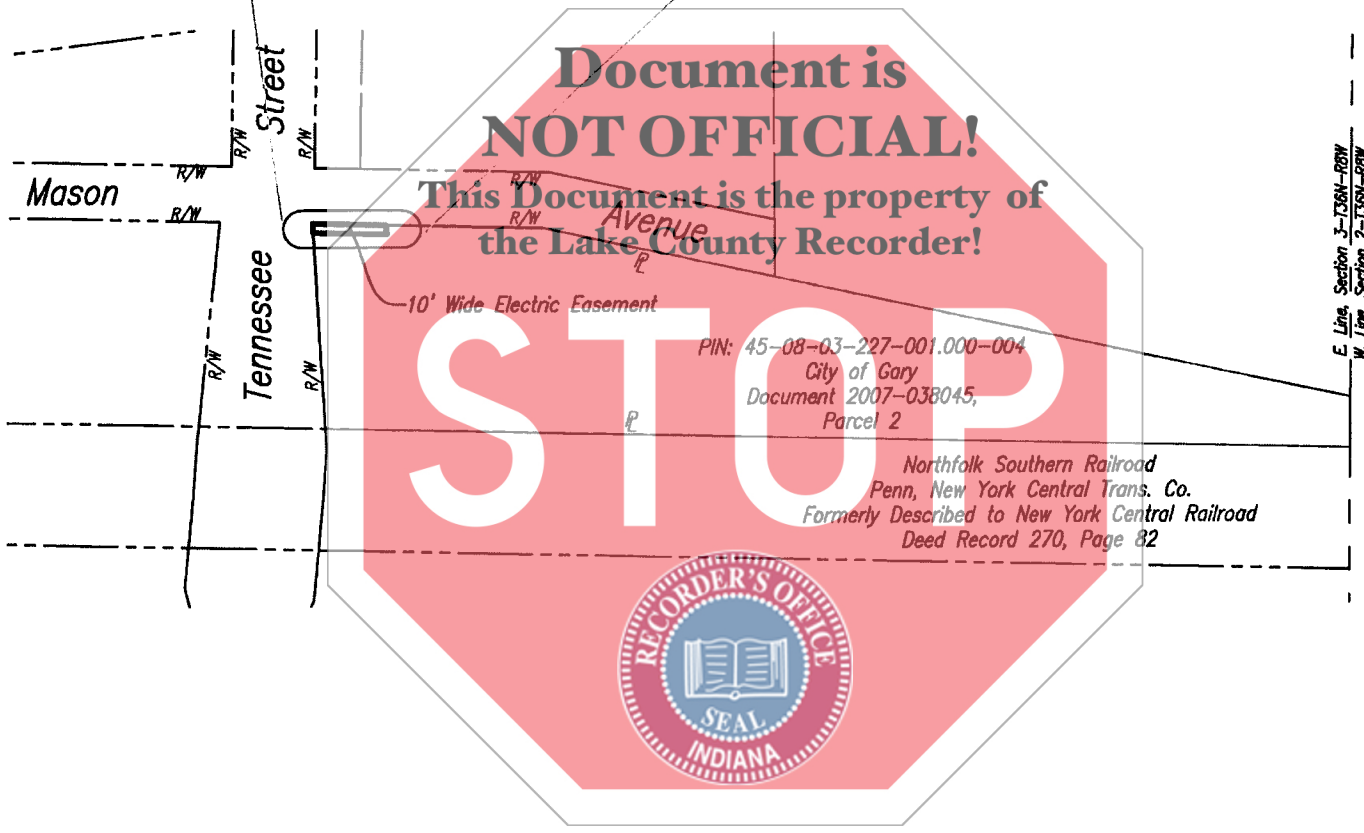
EXHIBIT 'B'



Detail Scale: 1" = 50'

Scale: 1' = 200'

This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.



E. Line, Section 3-758N-48W
W. Line, Section 2-758N-48W

DLZ
DLZ INDIANA, LLC
316 TECH DRIVE, BURNS HARBOR, INDIANA 46304
TELEPHONE (219) 764-4700 FAX (219) 764-4188

GARY INDIANA
CITY OF GARY
PARCEL 41035-046E
PERMANENT ELECTRIC EASEMENT
PREPARED FOR: NIPSCO

DRAWN: MAR	CHK'D.: RHK	SHEET 2
DESIGNED:	APPRV'D.: RHK	OF 2
DATE: 2/28/2020		DRAWING NUMBER
SCALE: 1" = 200'		046EX
PROJECT NUMBER		
1861-2562-70		