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2020-048981

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 LLC  
Attn: Survey & Land Dept.  
801 E 86<sup>th</sup> 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.

**TEMPORARY CONSTRUCTION WORKSPACE EASEMENT**

**NIPSCO EASEMENT # 41035-046TE**

Know All Men, that City of Gary (the "Grantor"), in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid to the Grantor, hereby grants to Northern Indiana Public Service Company LLC, an Indiana limited liability company, and to its successors and assigns ("Grantee"), an easement across a portion of that certain real property owned by Grantor located in Lake County, Indiana (the "Property"), as further described in Exhibit A and depicted in Exhibit B attached hereto and incorporated herein, for the purposes provided herein (the "Easement Area"), pursuant to the terms and conditions provided below in this Temporary Construction Workspace Easement (this "Easement").

1. Grantor grants to Grantee, its officers, agents and employees, the privilege and license without any warranty or representation of any kind or nature and only to the extent Grantor's title permits and subject to the terms of this Easement, a non-exclusive easement, right and the authority, to use the Easement Area for purposes of staging materials and equipment, and constructing Grantee's facilities on other portions of the Property or adjoining lands. Grantor further grants Grantee the right to use the Property for ingress and egress to the Easement Area.
2. This Easement will automatically terminate upon the completion of the construction of Grantee's facilities. Within ninety (90) days after the expiration of this Easement, weather permitting, Grantee will restore the Easement Area to the condition it was as of the date of this Easement.
3. Any damage to the crops, existing fences or existing improvements of the Grantor on or within the Easement Area, or on the lands of the Grantor adjoining the Easement Area, done by the Grantee in the installation, maintenance, operation, repair replacement or renewal of any of Grantee's facilities by Grantee or use of the Easement Area, will be promptly paid for by the Grantee. The Grantee may cut or

**FILED**

JUL 30 2020

JOHN E. PETALAS  
LAKE COUNTY AUDITOR

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825100

ct  
DB

trim trees, bushes and saplings growing upon or extending over or in to the Easement Area so far as may be reasonably necessary for the installation, maintenance, operation, repair, replacement or renewal of Grantee's facilities or use of the Easement Area. Patrolling the Easement Area on foot will not constitute grounds for a claim for crop damage.

4. The Grantor will not or permit the installation, construction, erection or placement of any buildings, structures, trees, bushes, or other impediments on or within the Easement Area.

5. Grantor makes no representations or warranties regarding the suitability of the Property for Grantee's intended use of the Easement Area under this Easement. Grantor further also makes no representations or warranties regarding any subsurface utilities, improvements or conditions under the Property. Grantee acknowledges that it has freely chosen to enter the Property and to conduct its activities in the Easement Area, and that it is aware of, and fully appreciates, the nature and extent of the risks associated with doing so.

6. 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 will 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 Easement Area.

7. Grantee agrees to immediately notify Grantor of any incident or event which damages the Property, or which could potentially damage the Property. Grantee covenants that Grantee, its officers, agents, employees and assigns will use due care and diligence in all operations and activities conducted on the Property, as is necessary to avoid injury to persons (including death) or damage to property.

8. All labor provided and materials furnished in performing work under this Easement or on the Property will be at Grantee's sole cost and expense. Grantee will keep the Property fully protected against liens of any kind arising out of or connected to Grantee's operations on the Property. In the event that a lien is placed on the Property as a result of Grantee's activities or presence on the Property, Grantee will immediately notify Grantor of such lien upon receipt of notice of such lien. Grantee will also take action, at Grantee's sole cost and expense, to have any such liens promptly removed from the Property, and will provide Grantor with written evidence of such lien having been removed.

9. Grantee acknowledges that the use of the Easement Area will be done at Grantee's sole risk, cost and expense, and that Grantee will be solely responsible for obtaining and maintaining all necessary permits and approvals associated with or required for Grantee's use of the Easement Area. Grantee will comply with all applicable laws, rules and regulations in conducting its operations and activities on the Property.

10. All written notices required or permitted under this Easement will 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.

If to Grantor: City of Gary  
401 Broadway – Law Department  
Gary, IN 46402

If to Grantee: Northern Indiana Public Service Company LLC  
c/o NiSource Corporate Services Company  
801 East 86<sup>th</sup> Avenue  
Merrillville, Indiana 46410  
Attn: Survey and Land

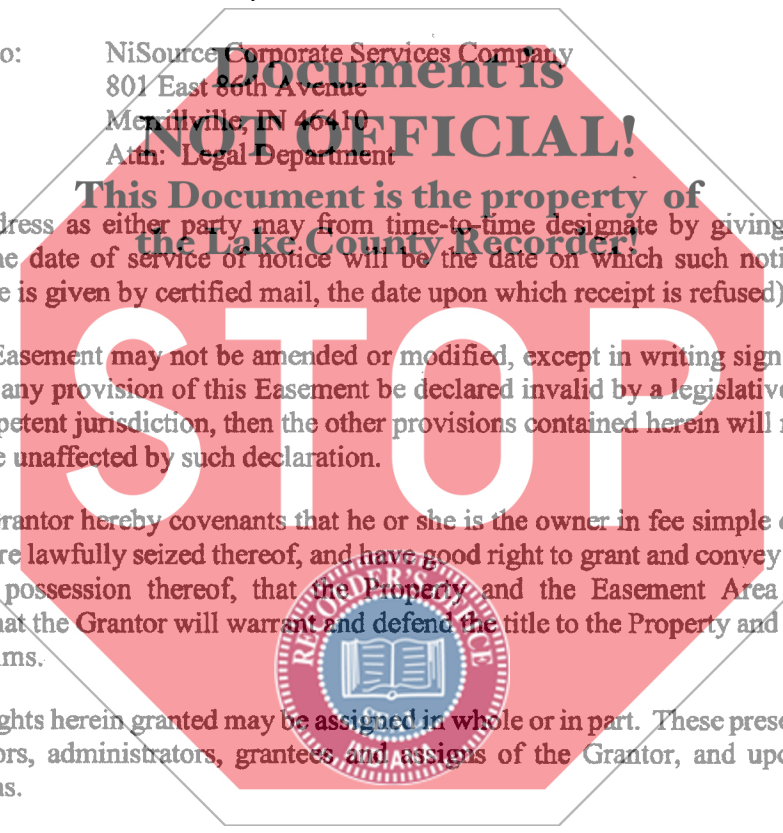
With a copy to: NiSource Corporate Services Company  
801 East 86<sup>th</sup> Avenue  
Merrillville, IN 46410  
Attn: Legal Department

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 will 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).

11. This Easement may not be amended or modified, except in writing signed by both Grantor and Grantee. Should any provision of this Easement be declared invalid by a legislative, administrative or judicial body of competent jurisdiction, then the other provisions contained herein will remain in full force and effect and will be unaffected by such declaration.

12. The Grantor hereby covenants that he or she is the owner in fee simple of the Property and the Easement Area, are lawfully seized thereof, and have good right to grant and convey this Easement, and guarantee the quiet possession thereof, that the Property and the Easement Area are free from all encumbrances, and that the Grantor will warrant and defend the title to the Property and the Easement Area against all lawful claims.

13. The rights herein granted may be assigned in whole or in part. These presents will be binding on the heirs, executors, administrators, grantees and assigns of the Grantor, and upon the Grantee, its successors and assigns.



IN WITNESS WHEREOF, the Grantor has duly executed this Temporary Construction Workspace Easement this 28<sup>th</sup> day of February, 2020.

City of Gary

By: [Signature]

Name: Forney, Paul, Jr. ~~Forney, Paul, Jr.~~

Title: CITY ATTORNEY

STATE OF )  
                  ) SS  
COUNTY OF )

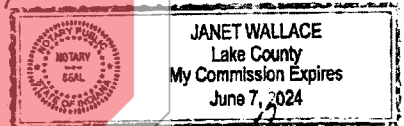
BE IT REMEMBERED that on this 28<sup>th</sup> day of February, A.D., 2020 before me, a Notary Public in and for said county and state aforesaid, personally appeared CITY OF GARY via Paul Forney Jr. its City Attorney of the Lake County Recorder and acknowledged the execution of the foregoing instrument on behalf of said Corporation as the voluntary act and deed of said corporation, and of said corporation, for the uses and purposes set forth.

WITNESS my hand and notarial seal this 28<sup>th</sup> day of February, 2020.

Print Name Janet Wallace

Sign Name [Signature]

Notary Public



My Commission Expires 4/7/2024 A Resident of Indiana County, Ind.

I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

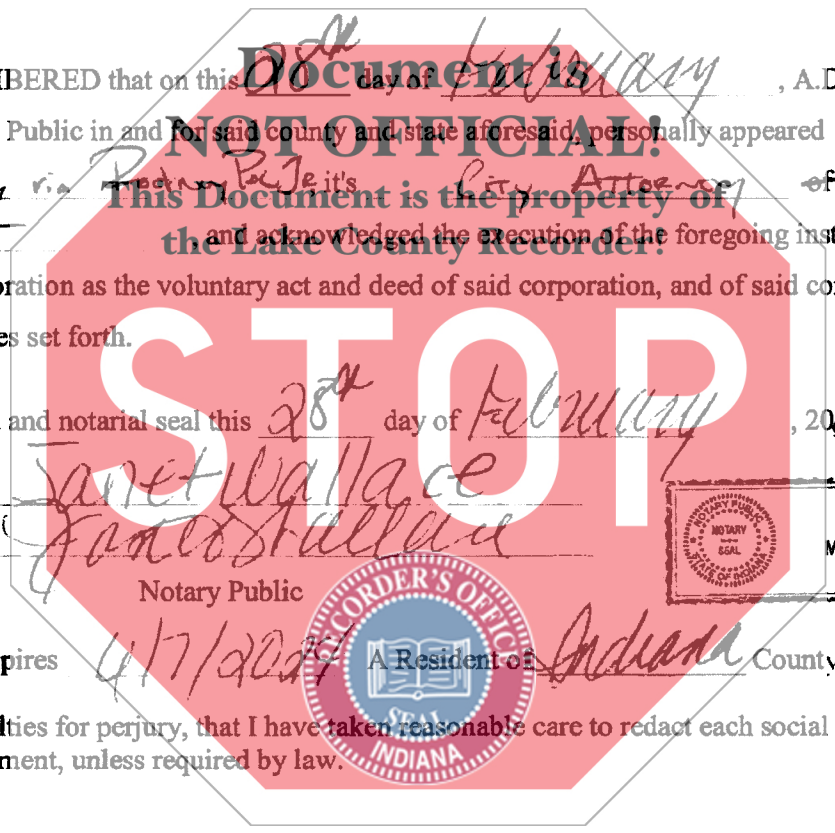


EXHIBIT 'A'

Temporary Easement 1 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:

Commencing 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), 75.27 feet along the north line of said Parcel to the Point of Beginning; thence South 03°36'33" East, 156.67 feet; thence North 90°00'00" West, 25.05 feet; thence North 03°36'33" West, 157.20 feet to the north line of said Parcel; thence South 88°46'44" East, 25.09 feet to the point of beginning.

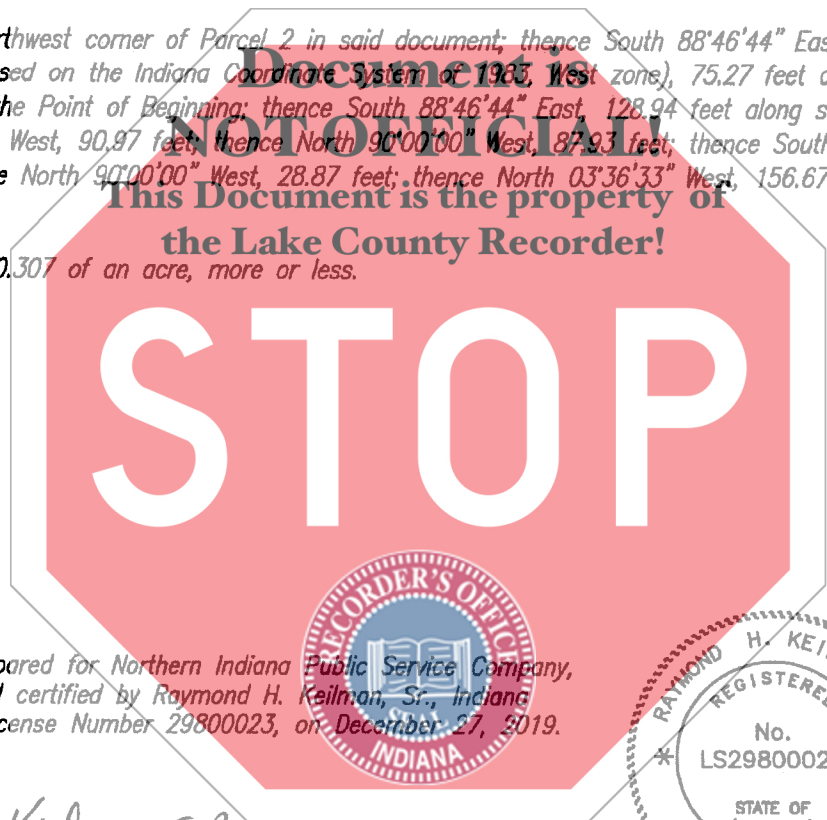
Said parcel containing 0.090 of an acre, more or less.

Temporary Easement 2 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:

Commencing 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), 75.27 feet along the north line of said Parcel to the Point of Beginning; thence South 88°46'44" East, 128.94 feet along said north line; thence South 02°09'37" West, 90.97 feet; thence North 90°00'00" West, 87.93 feet; thence South 01°04'22" East, 62.72 feet; thence North 90°00'00" West, 28.87 feet; thence North 03°36'33" West, 156.67 feet to the point of beginning.

Said parcel containing 0.307 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 December 27, 2019.

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



GARY

INDIANA  
EASEMENT PARCEL PLAT  
PARCEL 41035-046  
FOR: NORTHERN INDIANA PUBLIC  
SERVICE COMPANY

DRAWN: KLK	CHK'D.: RHK	SHEET 3
DESIGNED:	APPR'D.: RHK	OF 4
DATE: 12/26/2019		DRAWING NUMBER
SCALE: N/A		046EX
PROJECT NUMBER		
1861-2562-70		

EXHIBIT 'B'

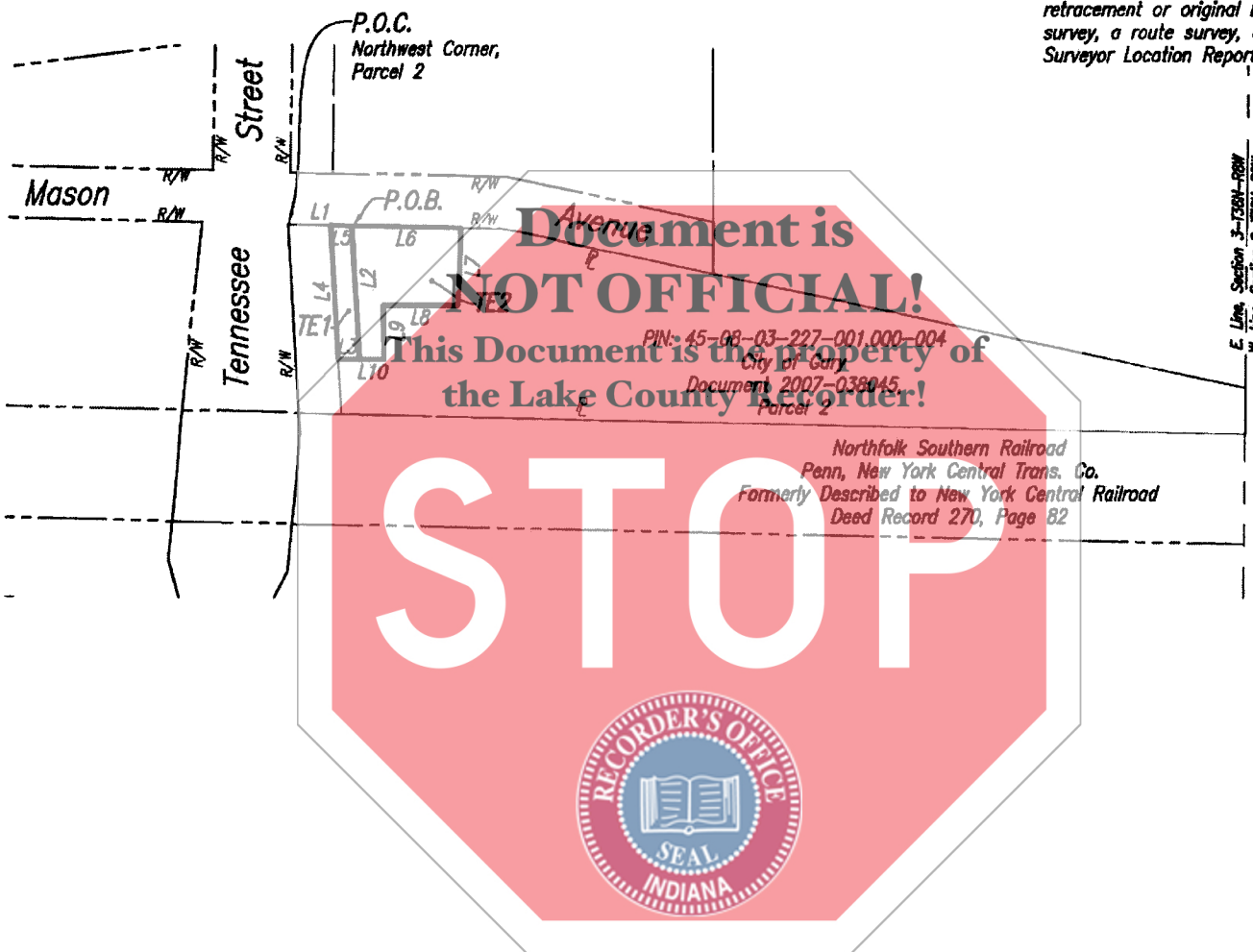


Scale: 1' = 200'

Line Table		
Line	Bearing	Distance
L1	S 88°46'44" E	75.27'
L2	S 3°36'33" E	156.67'
L3	N 90°00'00" W	25.05'
L4	N 3°36'33" W	157.20'
L5	S 88°46'44" E	25.09'

Line Table		
Line	Bearing	Distance
L6	S 88°46'44" E	128.94'
L7	S 2°09'37" W	90.97'
LB	N 90°00'00" W	87.93'
L9	S 1°04'22" E	62.72'
L10	N 90°00'00" W	28.87'

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



**DLZ**  
**DLZ INDIANA, LLC**  
 310 TECH DRIVE, BURNING WOODS, INDIANA 46204  
 TELEPHONE (219) 784-4700 FAX (219) 784-4188

GARY INDIANA  
 CITY OF GARY  
 PARCEL 41035-046  
 TEMPORARY EASEMENTS  
 PREPARED FOR: NIPSCO

DRAWN: KLK	CHK'D: RHK	SHEET 4
DESIGNED:	APPR'D: RHK	OF 4
DATE: 12/28/2019		DRAWING NUMBER
SCALE: 1" = 200'		046EX
PROJECT NUMBER		
1861-2562-70		