

2020-048982

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.

**EASEMENT FOR GAS FACILITIES**

**EASEMENT # 41035-046PE**

**THIS EASEMENT FOR GAS FACILITIES** (this "Easement") is granted this 28<sup>th</sup> day of February, 2020, 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 principal place of business located at 801 E. 86<sup>th</sup> Avenue, Merrillville, Indiana 46410 ("Grantee").

**NOT OFFICIAL!**

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"), subject only to those easements of record described on Exhibit C attached hereto and incorporated herein:

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,

**FILED**

JUL 30 2020

JOHN E. PETALAS  
LAKE COUNTY AUDITOR

024550

\$25.00

CC JB

cathodic protection, and fiber optics cable;

3. perform pre-construction work;
4. ingress to and egress from the Easement Area by means of existing or future roads and other reasonable routes on the Premises 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 with the exception of farm equipment including but not limited to tractors, combines and hauling trucks 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.

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.





EXHIBIT 'A'

Permanent Easement Description


A strip of land 50.00 feet in width, 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, lying 25.00 feet on each side of the following described centerline:

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), 25.09 feet along the north line of said Parcel to the Point of Beginning; thence South 3°36'33" East, 221.06 feet to the south line of said Parcel and the Point of Terminus of said strip. The side lines of said strip to be shortened and/or extended to terminate at the north and south lines of said Parcel.

Said Strip containing 0.975 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.



**DLZ**  
DLZ INDIANA, LLC  
218 TECH DRIVE, BURNER HARBOR, INDIANA 46304  
TELEPHONE (219) 764-4700 FAX (219) 764-6186

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

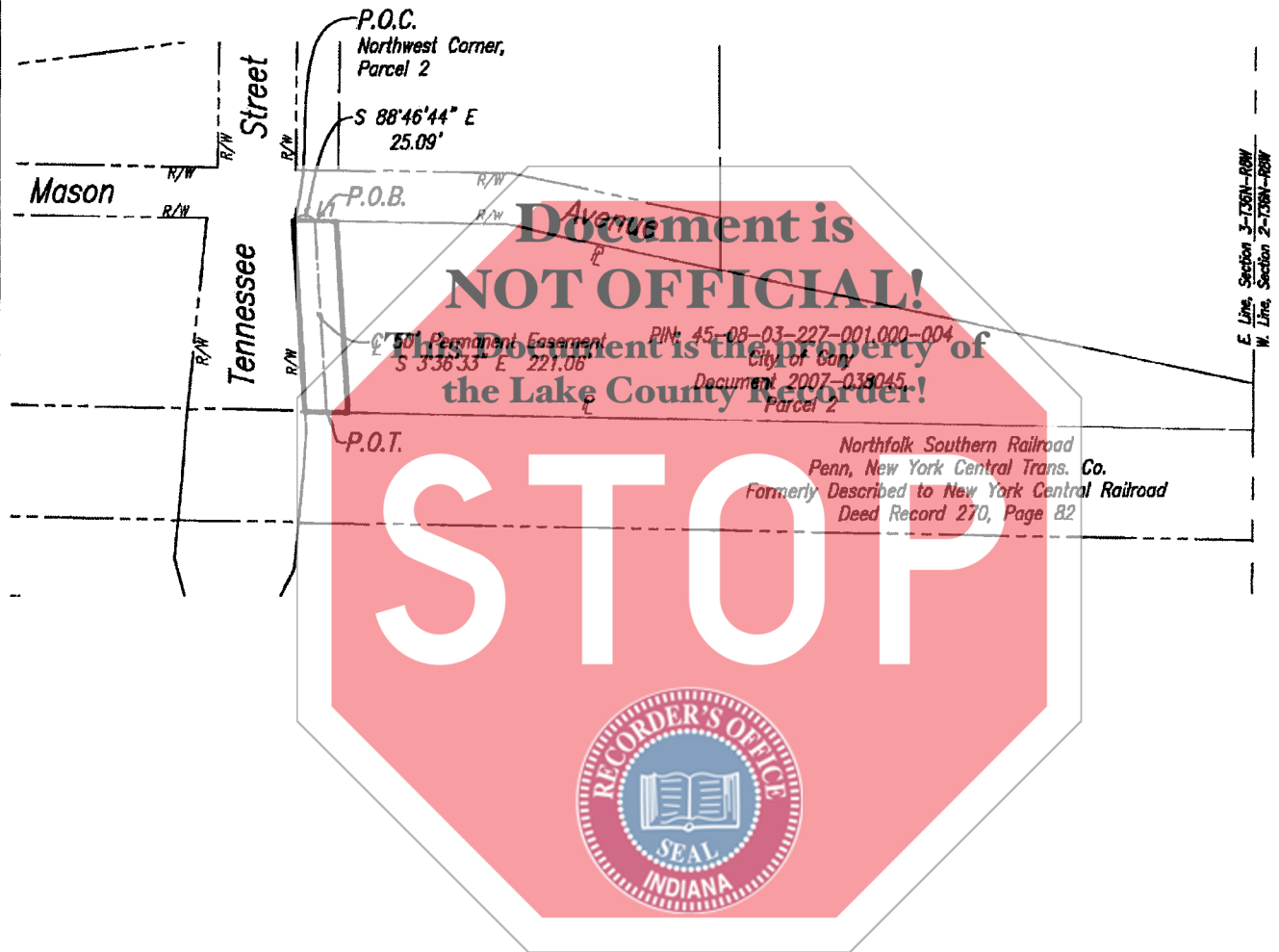
DRAWN: KLK	CHK'D: RHK	SHEET 1
DESIGNED:	APPR'D: RHK	OF 4
DATE: 12/28/2019		
SCALE: N/A		DRAWING NUMBER
PROJECT NUMBER		046EX
1861-2562-70		

EXHIBIT 'B'



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.



**DLZ**  
DLZ INDIANA, LLC  
316 TECH DRIVE, BURNS HARBOR, INDIANA 46304  
TELEPHONE (219) 764-4700 FAX (219) 764-4156

GARY

INDIANA

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

DRAWN: KIK	CHK'D: RHK
DESIGNED:	APPRVD.: RHK
DATE: 12/26/2019	
SCALE: 1" = 200'	
PROJECT NUMBER	
1861-2562-70	

SHEET 2
OF 4
DRAWING NUMBER
046EX

Exhibit C

A list of all rights of way, easements and servitude's burdening the Easement Area identified in the title evidence provided to NIPSCO by Meridian Title, in File Number 19-26696.

Terms and provisions of Easement for Electrical Lines set out in an instrument by and between Gate City Steel Corporation and Northern Indiana Public Service Company dated February 1, 1979 and recorded February 27, 1979 in Instrument Number 517351 in the Office of the Recorder of Lake County, Indiana.

Terms and provisions of Easement for Underground and Overhead Electrical Lines set out in an instrument by and between Gate City Steel and Northern Indiana Public Service Company dated February 19, 1981 and recorded March 26, 1981 in Instrument Number 622638 in the Office of the Recorder of Lake County, Indiana.

Terms and provisions of Easement for Underground and Overhead Electrical Lines set out in an instrument by and between Gate City Steel and Northern Indiana Public Service Company dated November 12, 1982 and recorded December 15, 1982 in Instrument Number 690594 in the Office of the Recorder of Lake County, Indiana.

Terms and provisions of Easement for Gas Mains set out in an instrument by and between Gate City Steel and Northern Indiana Public Service Company dated June 22, 1984 and recorded August 14, 1984 in Instrument Number 768579 in the Office of the Recorder of Lake County, Indiana.

Subject to all legal highways and rights of way.

Possible Rights of Way for legal drains and ditches, feeders and laterals, if any, and all rights therein.

