

NOT AN OFFICIAL DOCUMENT

4

GINA PIMENTEL
RECORDER
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2023-009665

11:05 AM 2023 Mar 31

WARRANTY DEED

Form WD-1
Revised 05/2019

Project:	<u>Sanitary Main & Lift Station</u>
Code:	<u>N/A</u>
Parcel:	<u>109</u>
Page:	<u>1 of 3</u>

THIS INDENTURE WITNESSETH, That Northern Indiana Public Service Company LLC, a limited liability company, the Grantor(s) of Lake County, State of Indiana Convey(s) and Warrant(s) to **THE CITY OF HOBART**, the Grantee, for and in consideration of the sum of Twenty-Seven Thousand Five Hundred Dollars (\$27,500.00) (of which said sum \$27,500.00 represents land and improvements acquired and \$0.00 represents damages) and other valuable consideration, the receipt of which is hereby acknowledged, certain Real Estate situated in the County of Lake, State of Indiana, and being more particularly described in the legal description(s) attached hereto as Exhibit "A" and depicted upon the Right of Way Parcel Plat attached hereto as Exhibit "B", both of which exhibits are incorporated herein by reference.

This conveyance is subject to any and all easements, conditions and restrictions of record.

The Grantor(s) hereby specifically acknowledge(s) and agree(s) that the Real Estate conveyed herein is conveyed in fee simple and that no reversionary rights whatsoever shall remain with the Grantor(s), or any successors in title to the abutting lands of the Grantor(s), notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease and/or transfer by the Grantee or its successors in title, of a portion or all of the said Real Estate or any right of way, roadway or roadway appurtenances established thereupon. This acknowledgement and agreement is a covenant running with the land and shall be binding upon the Grantor(s) and all successors and assigns.

The undersigned represents and warrants that he/she is a duly elected officer of the Grantor; that the Grantor is a corporation validly existing in the State of its origin and, where required, in the State where the subject real estate is situated; that the Grantor has full corporate capacity to convey the real estate interest described; that pursuant to resolution of the board of directors or shareholders of the Grantor or the by-laws of the Grantor he/she has full authority to execute and deliver this instrument on its behalf and that said authority has not been revoked; that he/she is therefore, fully authorized and empowered to convey to **The City of Hobart** real estate of the Grantor, and that on the date of execution of said conveyance instrument he/she had full authority to so act; and that all necessary corporate action for the making of this conveyance has been duly taken.

The Grantor warrants that no Gross Income Tax is due or payable as a result of this conveyance.

The grantor(s) assume(s) and agree(s) to pay the 2022 payable 2023 real estate taxes and assessments on the above described real estate. This obligation to pay shall survive the said closing and shall be enforceable by the City in the event of any non-payment.

PROVIDED HOWEVER, that the grantor herein (hereinafter referred to as easement holder) does hereby reserves unto itself an easement in, over, across and under the real estate described in Exhibit "A" and depicted upon the Right of Way Parcel Plat marked Exhibit "B" for the purpose of maintaining certain utility facilities now in place thereon, and for future installation and maintenance

Interests in land acquired by
The City of Hobart
Grantee and Tax mailing address:
414 Main Street
Hobart, IN 46342
I.C. 8-23-7-31

NON-TAXABLE

MAR 31 2023

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR



625.00
030511

D

NOT AN OFFICIAL DOCUMENT

Form WD-1
Revised 05/2019

Project: Sanitary Main & Lift Station
Code: N/A
Parcel: 109
Page: 2 of 3

of said easement holder's utility facility which may be installed within such easement. Any exercise by the easement holder on such easement or any of its rights thereunder shall be subject to the laws, rules, and regulations of the State of Indiana, the United States Government, or any agencies or instrumentalities thereof, which may be in effect at the execution of this instrument and which may be subsequently enacted or declared from time to time thereafter, which are reasonable necessary or convenient to the protection of said highway facility and the public use thereof; and the easement holder shall indemnify the City of Hobart, Indiana against any damage to the highway facility resulting from any act of the easement holder or its agents in violation hereof or from the easement holder's negligence. By the acceptance of this deed the City of Hobart, Indiana agrees that any future alteration and/or relocation ordered by the City of Hobart, Indiana of such existing utility facilities shall be performed by the easement holder, and the City of Hobart, Indiana shall reimburse the easement holder for the actual reasonable cost to the easement holder of such performance, subject to the laws, rules, and regulations of the State of Indiana, the United States Government, or any agencies or instrumentalities thereof, which may be in effect at the execution of this instrument and which may be subsequently enacted or declared from time to time thereafter.

IN WITNESS WHEREOF, the said Grantor(s) has executed this instrument this 23rd day of January, 2023.

Northern Indiana Public Service Company, an Indiana corporation

By *Ronald E. Talbot* (Seal) _____ (Seal)
Signature _____ Signature _____
Ronald E. Talbot, Sr. VP Electric Operations _____
Printed Name and Title _____ Printed Name _____

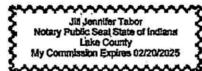
STATE OF Indiana ;
COUNTY OF Lake ;

SS:

Before me, a Notary Public in and for said State and County, personally appeared Ronald E. Talbot, Sr. VP Electric Operations of Northern Indiana Public Service Company LLC, a Limited liability company, the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be his voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 23rd day of January, 2023.

Signature *Jill Jennifer Tabor*
Printed Name Jill Jennifer Tabor



My Commission expires 02/25/2025

I am a resident of Lake County.

NOT AN OFFICIAL DOCUMENT

EXHIBIT "A"


PARCEL 109

A PARCEL OF LAND BEING A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 8 WEST, LAKE COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION, SAID POINT BEING 330 FEET WEST OF THE SOUTHEAST CORNER OF SAID QUARTER-QUARTER SECTION AND SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE PLAT OF PLEASANT PARK, AND SHOWN IN PLAT BOOK 32, PAGE 17, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA; THENCE NORTHERLY ALONG THE WEST LINE OF SAID PLAT OF PLEASANT PARK, 1324.71 FEET TO THE NORTHWEST CORNER OF SAID PLAT OF PLEASANT PARK, ALSO BEING A POINT ON THE NORTH LINE OF SAID QUARTER-QUARTER SECTION; THENCE WESTERLY ALONG THE NORTH LINE OF SAID QUARTER-QUARTER SECTION, 30 FEET; THENCE SOUTHERLY ALONG A LINE PARALLEL TO THE WEST LINE OF SAID PLAT OF PLEASANT PARK, 1324.71 FEET TO A POINT ON THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION; THENCE EASTERLY ALONG SAID LINE SOUTH 30 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINING 0.91 ACRES, MORE OR LESS, AND SUBJECT TO ALL COVENANTS, RIGHTS-OF-WAY, AND EASEMENTS OF RECORD.

SAID DESCRIPTION IS BASED ON RECORD DOCUMENTS. NO SURVEY WAS PERFORMED TO PRODUCE THIS LEGAL DESCRIPTION.

THIS DESCRIPTION WAS PREPARED BY MICHAEL J. ROZYCKI OF ABONMARCHÉ CONSULTANTS, INDIANA REGISTERED LAND SURVEYOR, LICENSE NUMBER 20500010, ON THE 4TH DAY OF FEBRUARY, 2022.

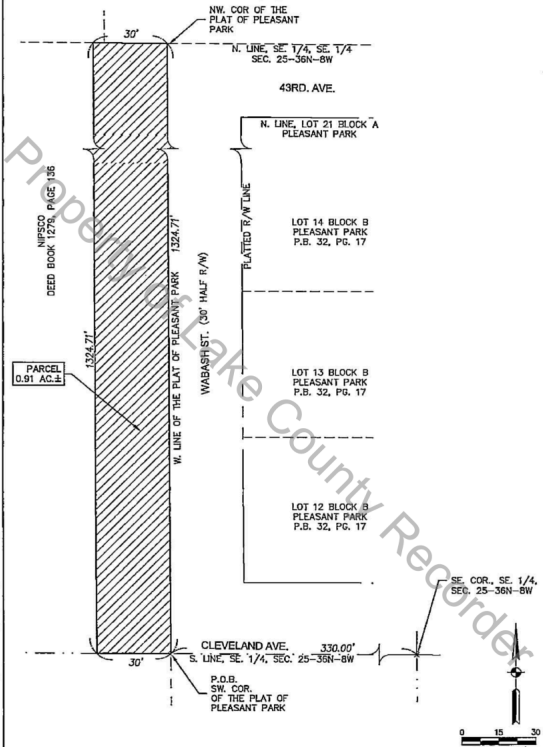

MICHAEL J. ROZYCKI, PS

2/4/22
DATE



Public of Lake County Recorder

EXHIBIT "B" PARCEL PLAT PART OF THE SE. 1/4, SEC. 25-T36N-R8W



D:\Projects\201212-1118 Lakeview Mall, L2B Studies & Plans\1446 Imp\assess\CAD_Review\Drawings\21-1813 Lakeview, NW\Draw\H2020_201202_111123 PM.mxd, 1:1

PARCEL
0.91 AC±

NIPSCO
DEED BOOK 1279, PAGE 136

PARCEL PLAT
PARCEL 109 - NIPSCO
DEED BOOK 1279 PAGE 134
TAX ID. 45-08-25-476-001.000-018

BEING A PART OF THE SOUTHEAST QUARTER
OF SECTION 25, TOWNSHIP 36 NORTH, RANGE
8 WEST, LAKE COUNTY, INDIANA

ABONMARCHE

315 W. Jefferson Blvd.
South Bend, IN 44601
1.574.222.2299

abonmarche.com
DATE: 1-31-2022
COPYRIGHT © 2022 - ABONMARCHE CONSULTANTS, INC.

Fl. Wayne
Benton Harbor
Lafayette
South Haven
Kalamazoo/Portage

Goshen
Hubert
South Bend
Vanderburgh

ACI JOB #: 21-1714

SHEET: 1 of 1