

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**
Northern Indiana Public Service Company LLC
Attn: Survey & Land
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 Order the Town of Munster pursuant to an Order Quieting Title in Cause No. 45C01-2009-MI-000609 by the Lake County Indiana Circuit Court dated day of , 2021. (“Court Order”)

EASEMENT FOR ACCESS, ELECTRIC AND GAS FACILITIES

EASEMENT# _____

THIS EASEMENT FOR ACCESS, ELECTRIC AND GAS FACILITIES (this “Easement”) is granted this _____ day of _____, 2021, by the Town of Munster, Lake County, Indiana, whose address is 1005 Ridge Road Munster, Indiana 46321 (“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. 86th Avenue, Merrillville, Indiana 46410 (“Grantee”).

WITNESSETH

Consistent with the Court Order, 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”):

1. construct, erect, install, operate, maintain, replace (within the Utility Easement Area as defined below), repair, alter the size of, remove, renew, replace or abandon (in place) towers and poles and to string, wires, cables, conductors, grounds, anchor and guy wires, fiber optic, pull boxes and other necessary equipment upon and between such towers and poles, and to also construct, install, operate, maintain, replace, repair, alter the size of, remove, renew, replace or abandon underground ducts and conduits, underground wires, cables, conductors, manholes, pads for transformers with transformers located thereon and other necessary appurtenances and to also construct, install, operate, maintain, replace, repair, alter the size of, remove, renew, replace or abandon one or more pipelines, gas mains, underground ducts and conduits, splice boxes, bond boxes 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 underground gas

data acquisition and gas communication 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. 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 and on Grantor’s adjoining lands;

4. 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 Gas and Electric Facilities are to be located within the limits of the Easement Area which is located in Lake County, State of Indiana and legally described and depicted on the Torrenga Surveying, LLC Document describing NIPSCO Easement Parcel 1; NIPSCO Easement Parcel 2; and NIPSCO Easement Parcel 3 on Exhibits A, B & C attached hereto and incorporated herein (collectively the “Easement Area”).

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, dwellings, garages, out-buildings, pools, decks, man-made bodies of water, trees, shrubbery, leach beds, septic tanks, 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, without the written consent of the Grantee. Grantor shall not construct or permit to be constructed or place any unapproved fences, unapproved roads, passageways or trails (gravel or paved) within the Easement Area, without the written consent of the Grantee. 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, without the written consent of the Grantee. 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.

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.

Grantor hereby covenants (i) it is the owner in fee simple of the Easement Area. (ii) lawfully seized thereof, and have legal right to grant and convey this Easement, and guarantee the quiet possession thereof, (iii) the Easement Area is free of from all encumbrances, and will warrant and defend the title to the Easement Area against all lawful claims.

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.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the Grantor has duly executed this Easement this ____ day of _____, 2021.

TOWN OF MUNSTER, LAKE COUNTY, INDIANA

By: _____

Name: _____

Title: _____

STATE OF INDIANA)

COUNTY OF LAKE)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared, Grantor, Town of Munster, Lake County, Indiana by _____ its _____ and acknowledged the execution of the Easement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this _____ day of _____, 2021

My Commission Expires: _____

County of Residence: _____

Notary Public

NORTHERN INDIANA PUBLIC SERVICE COMPANY, LLC

By; _____

Name: _____

Title: _____

STATE OF INDIANA)

COUNTY OF LAKE)

Before me the, the undersigned, a Notary Public, in and for said County and State personally appeared, Grantee, Northern Indiana Public Service Company, LLC by _____

Its _____ and acknowledged the execution of this Easement.

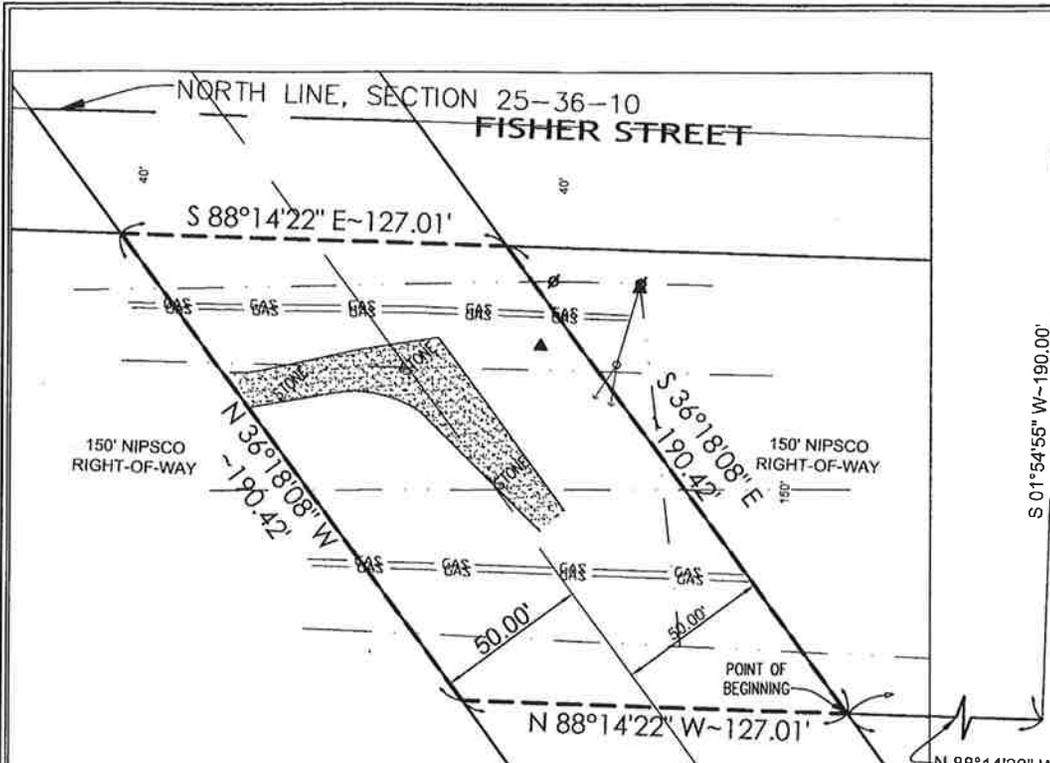
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this _____ day of _____, 2021

My Commission Expires: _____

County of Residence: _____

Notary Public

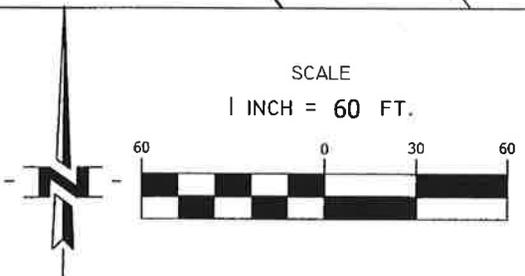
This instrument prepared by: Angela Hall Williams, NIPSCO Legal Counsel. "I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." Angela Hall Williams, NIPSCO Legal Counsel.



NORTHEAST CORNER OF SECTION 25-36-10 (BRASS PLUG FOUND) (POINT OF COMMENCEMENT)

NIPSCO EASEMENT PARCEL 1 DESCRIPTION:
 Part of a 100 foot Right of Way (formerly the Pennsylvania Railroad) now owned by the Town of Munster, being part of the Fractional Section 25, Township 36 North, Range 10 West of the Second Principal Meridian, in the Town of Munster, Lake County, Indiana, more particularly described as follows:
 Commencing at the Northeast corner of said Section 25; thence South 01 degree 54 minutes 55 seconds West along the East line of said Section 25 a distance of 190.00 feet; thence North 88 degrees 14 minutes 22 seconds West parallel with and 190.00 feet South of the North line of said Section 25, a distance of 3007.25 feet to a point on the Northeasterly line of a 100 foot Right of Way (formerly the Pennsylvania Railroad) said point being the Point of Beginning; thence North 88 degrees 14 minutes 22 seconds West continuing along the said parallel line, a distance of 127.01 feet to a point on the Southeasterly line of the said 100 foot Right of Way; thence North 36 degrees 18 minutes 08 seconds West along the said Southwesterly line, a distance of 190.42 feet to a point on the South line of Fisher Street being 40.00 feet South of the said North line; thence South 88 degrees 14 minutes 22 seconds East parallel with and 40.00 feet South of the said North line, a distance of 127.01 feet to a point on the said Northeasterly line; thence South 36 degrees 18 minutes 08 seconds East along the said Northeasterly line, a distance of 190.42 feet to the Point of Beginning.

EXHIBIT A



EASEMENT PARCEL 1 EXHIBIT

JOB #: 2021-0401
 SCALE: 1"=60'
 DRAWN: JSA

PREPARED FOR: TOWN OF MUNSTER

Z:\S25 T36 R10 NE\dwg\2021-0401.dwg 8/23/2021 3:02:52 PM CDT

TORRENGA SURVEYING, LLC
 PROFESSIONAL LAND SURVEYORS
 907 RIDGE ROAD, MUNSTER, INDIANA 46321
 TEL. No.: (219) 836-8918 WEBSITE: WWW.TORRENGA.COM

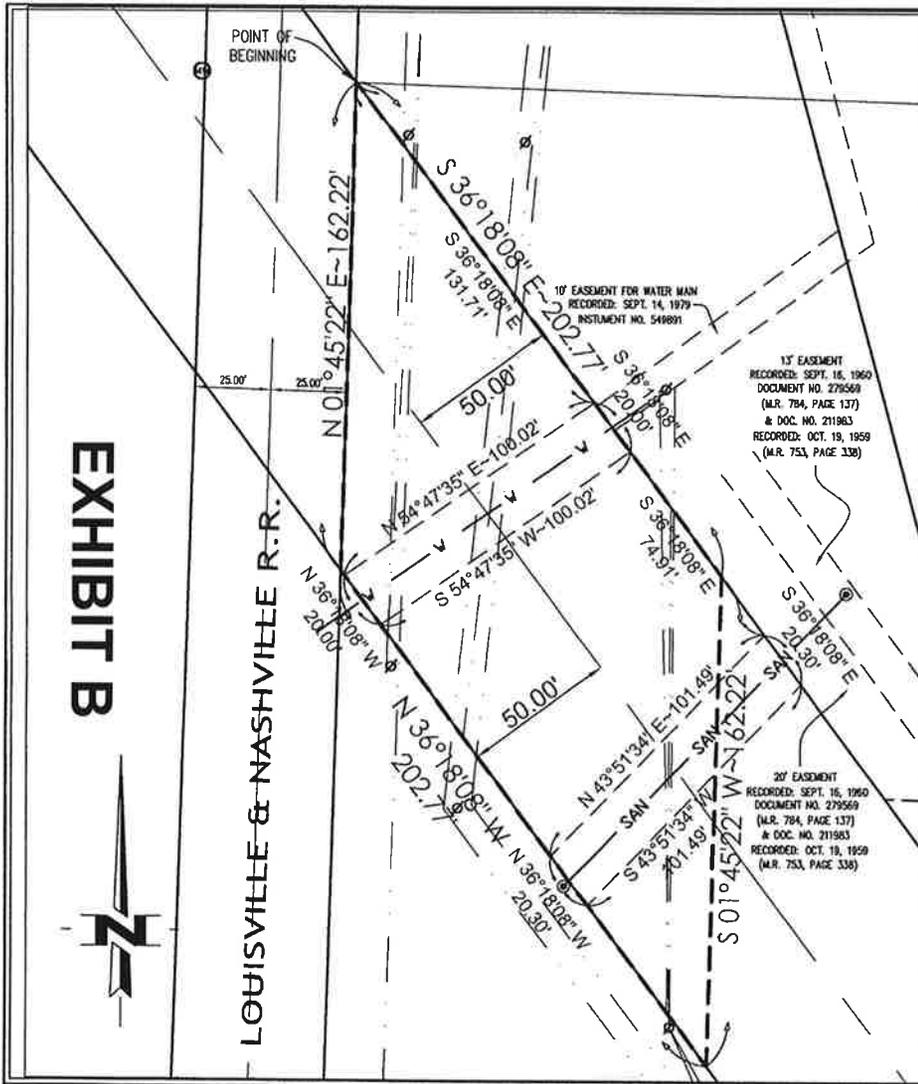
SURVEYOR'S STATEMENT

THE PURPOSE OF THIS DOCUMENT IS TO CREATE AN EASEMENT FOR NORTHERN INDIANA PUBLIC SERVICE COMPANY THROUGH A PARCEL OF LAND OWNED BY THE TOWN OF MUNSTER BEING LAKE COUNTY PARCEL NUMBER 45-06-25-505-001.000-027.

THIS IS NOT A BOUNDARY SURVEY
 This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.

John Stuart Allen
 JOHN STUART ALLEN - Registered Land Surveyor No. LS29900011





S 01°54'55" W
911.75'
N 88°05'05" W
2445.31'

NORTHEAST CORNER OF SECTION 25-36-10 (BRASS PLUG FOUND) (POINT OF COMMENCEMENT)

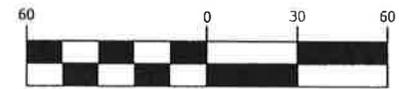
NIPSCO EASEMENT PARCEL 2 DESCRIPTION:
 Part of a 100 foot Right of Way (formerly the Pennsylvania Railroad) now owned by the Town of Munster, being part of the Fractional Section 25, Township 36 North, Range 10 West of the Second Principal Meridian, in the Town of Munster, Lake County, Indiana, more particularly described as follows:
 Commencing at the Northeast corner of said Section 25; thence South 01 degree 54 minutes 55 seconds West along the East line of said Section 25 a distance of 911.75 feet; thence North 88 degrees 05 minutes 05 seconds West perpendicular from the said East line, a distance of 2445.31 feet to a point on the Northeasterly line of a 100 foot Right of Way (formerly the Pennsylvania Railroad) said point being the Point of Beginning; thence South 36 degrees 18 minutes 08 seconds East along the said 100 foot Right of Way, a distance of 202.77 feet; thence South 01 degrees 45 minutes 22 seconds West, a distance of 162.22 feet to a point on the Southwesterly line of the said 100 foot Right of Way; thence North 36 degrees 18 minutes 08 seconds West along the said Southwesterly Right of Way, a distance of 202.77 feet; thence North 01 degrees 45 minutes 22 seconds East, a distance of 162.22 feet to the Point of Beginning.

EXHIBIT B



LOUISVILLE & NASHVILLE R.R.

SCALE
1 INCH = 60 FT.



EASEMENT PARCEL 2 EXHIBIT

JOB # : 2021-0401
 SCALE : 1"=60'
 DRAWN: JSA

PREPARED FOR: TOWN OF MUNSTER

Z:\S25 T36 R10 NE\dwg\2021-0401.dwg 8/23/2021 3:02:52 PM CDT

TORRENGA SURVEYING, LLC
 PROFESSIONAL LAND SURVEYORS
 907 RIDGE ROAD, MUNSTER, INDIANA 46321
 TEL. No.: (219) 836-8918 WEBSITE: WWW.TORRENGA.COM

SURVEYOR'S STATEMENT

THE PURPOSE OF THIS DOCUMENT IS TO CREATE AN EASEMENT FOR NORTHERN INDIANA PUBLIC SERVICE COMPANY THROUGH A PARCEL OF LAND OWNED BY THE TOWN OF MUNSTER BEING LAKE COUNTY PARCEL NUMBER 45-06-25-505-001.000-027.

THIS IS NOT A BOUNDARY SURVEY
 This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.

John Stuart Allen
 JOHN STUART ALLEN - Registered Land Surveyor No. LS29900011



EXHIBIT C



SCALE

1 INCH = 60 FT.



20' EASEMENT
RECORDED: SEPT. 14, 1960
DOCUMENT NO. 278569
(M.R. 784, PAGE 137)
& DOC. NO. 211983
RECORDED: OCT. 19, 1969
(M.R. 753, PAGE 336)

POINT OF BEGINNING

N 88°18'03" W
~1407.19'

S 01°54'55" W ~2224.85'

NORTHEAST CORNER OF
SECTION 25-36-10
(BRASS PLUG FOUND)
(POINT OF COMMENCEMENT)

NIPSCO EASEMENT PARCEL 3 DESCRIPTION:

Part of a 100 foot Right of Way (formerly the Pennsylvania Railroad) now owned by the Town of Munster, being part of the Fractional Section 25, Township 36 North, Range 10 West of the Second Principal Meridian, in the Town of Munster, Lake County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of said Section 25; thence South 01 degree 54 minutes 55 seconds West along the East line of said Section 25 a distance of 2224.85 feet; thence North 88 degrees 18 minutes 03 seconds West, a distance of 1407.19 feet to a point on the Northeasterly line of a 100 foot Right of Way (formerly the Pennsylvania Railroad) said point being the Point of Beginning; thence South 36 degrees 18 minutes 08 seconds East along the said 100 foot Right of Way, a distance of 22.07 feet; thence South 28 degrees 42 minutes 23 seconds West, a distance of 110.33 feet to a point on the Southwesterly line of the said 100 foot Right of Way; thence North 36 degrees 18 minutes 08 seconds West along the said Southwesterly Right of Way, a distance of 22.07 feet; thence North 28 degrees 42 minutes 23 seconds East, a distance of 110.33 feet to the Point of Beginning.

NIPSCO EASEMENT PARCEL 3 EXHIBIT

JOB #: 2021-0401
SCALE: 1"=60'
DRAWN: JSA

PREPARED FOR: TOWN OF MUNSTER

Z:\S25 T36 R10 NE\dwg\2021-0401.dwg 8/23/2021 3:02:52 PM CDT

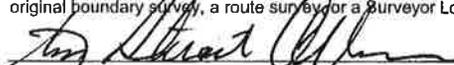
TORRENGA SURVEYING, LLC

PROFESSIONAL LAND SURVEYORS
907 RIDGE ROAD, MUNSTER, INDIANA 46321
TEL. No.: (219) 836-8918 WEBSITE: WWW.TORRENGA.COM

SURVEYOR'S STATEMENT

THE PURPOSE OF THIS DOCUMENT IS TO CREATE AN EASEMENT FOR NORTHERN INDIANA PUBLIC SERVICE COMPANY THROUGH A PARCEL OF LAND OWNED BY THE TOWN OF MUNSTER BEING LAKE COUNTY PARCEL NUMBER 45-06-25-505-001.000-027.

THIS IS NOT A BOUNDARY SURVEY
This drawing is not intended to be represented as a retracement or original boundary survey, a route survey or a Surveyor Location Report.


JOHN STUART ALLEN - Registered Land Surveyor No. LS29900011

