



To: Board of Parks and Recreation
From: Mark Heintz – Director of Parks and Recreation
Date: November 19, 2024
Re: NIPSCO easement

As part of NIPSCO's ongoing infrastructure improvements, they are installing new poles and guy wires in three Munster locations. All are near the Pennsy Greenway along Timrick Drive. Two of the properties are owned by the Town and the third by the Park Board.

Each location already has an easement. The nature of the NIPSCO improvement necessitates a new easement to properly reflect the larger poles and new angles/tension needed in the guy wire anchors. NIPSCO will pay Munster \$1,000.00 per easement.

You are only approving the easement that is connected to the Evergreen Park property as the others will go before the Town Council for their approval.

Recommendation:

Staff recommends the approval of the Easement for Electric Facilities #200138-001-PE in exchange for \$1,000.00 as attached and authorizes the Director of Parks and Recreation to sign the necessary documents.

**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 Corporate Quitclaim Deen dated 19th of May 1976 and recorded in the Office of the Recorder for Lake County, Indiana, as Document No. 592765 on July 31, 1980.

EASEMENT FOR ELECTRIC FACILITIES

EASEMENT #200138-001-PE

THIS EASEMENT FOR ELECTRIC FACILITIES (this "Easement") is granted by **Parks and Recreation Board of the Town of Munster**, whose address is 1818 Fisher Ave, Munster, IN 46321-2723 ("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").

W I T N E S S E T H

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"):

1. construct, erect, install, operate, maintain, replace (within the 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 (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 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 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.

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.

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.

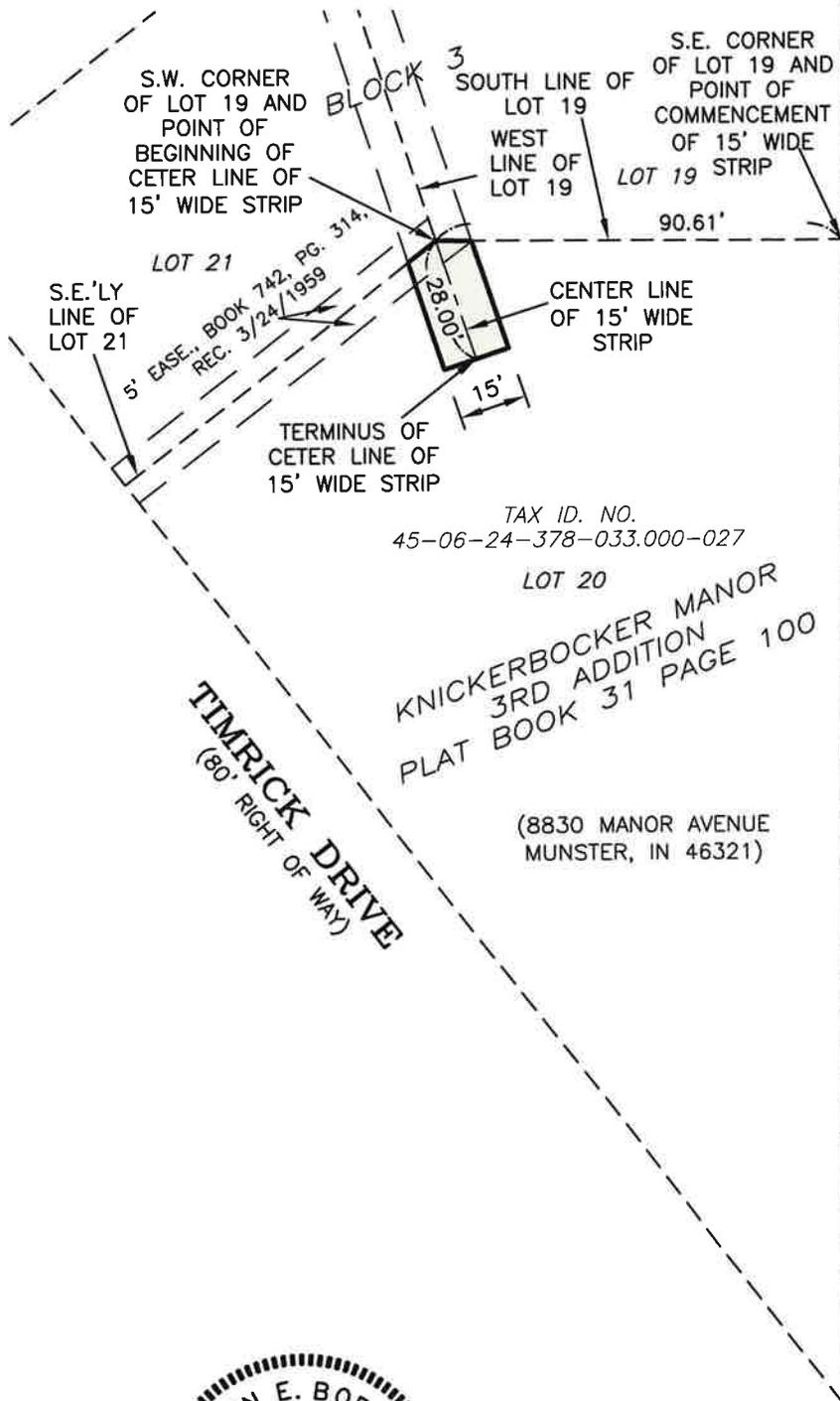
Grantee agrees to pay for any damage to marketable timber, crops, approved fences (if any) and approved tile drains (if any) that is caused by the activities conducted pursuant to this Easement.

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"

PARCEL DESCRIPTION:

A 15 FOOT WIDE STRIP OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 10 WEST OF THE 2ND PRINCIPAL MERIDIAN IN THE TOWN OF MUNSTER, LAKE COUNTY, INDIANA, SAID STRIP BEING PART OF LOT 20, BLOCK 3 IN KNICKERBOCKER MANOR 3RD ADDITION TO THE TOWN OF MUNSTER AS SHOWN IN PLAT BOOK 31, PAGE 100 IN THE OFFICE OF THE RECORDER OF SAID COUNTY, THE CENTER LINE OF SAID STRIP DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 19 IN SAID KNICKERBOCKER MANOR 3RD ADDITION, THENCE WEST 90.61 FEET ALONG THE SOUTH LINE OF SAID LOT 19 TO THE SOUTHWEST CORNER OF SAID LOT 19 AND THE POINT OF BEGINNING OF SAID CENTER LINE; THENCE SOUTHEAST 28.00 FEET ALONG THE SOUTHEASTERLY EXTENSION OF THE WEST LINE OF SAID LOT 19 TO THE TERMINUS OF SAID CENTER LINE, THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED TO TERMINATE ON THE NORTH AT SAID SOUTH LINE OF LOT 19 AND AT THE SOUTHEASTERLY LINE OF LOT 21 IN SAID KNICKERBOCKER MANOR 3RD ADDITION, SAID STRIP CONTAINING 401 SQUARE FEET MORE OR LESS.

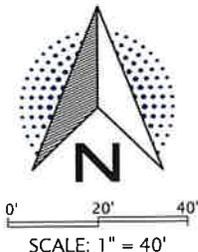


THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, OR A SURVEYOR LOCATION REPORT.

GRANTORS:

TAX NO. 45-06-24-378-033.000-027
 PARK AND RECREATION BOARD OF THE TOWN OF MUNSTER, LAKE COUNTY, INDIANA
 CORPORATE QUIT CLAIM DEED
 DOC. NO. 1980-592765
 REC. 7/31/1980

Reference Name: NIPSCO
 Survey Job No: 22-1936.01
 Drawn By: G.B.
 Date: 9/15/23
 22-1936.01 Easement Exhibits.DWG
 S.W. 1/4, Sec. 24-36-10
 Lake County, IN



Glen E. Boren

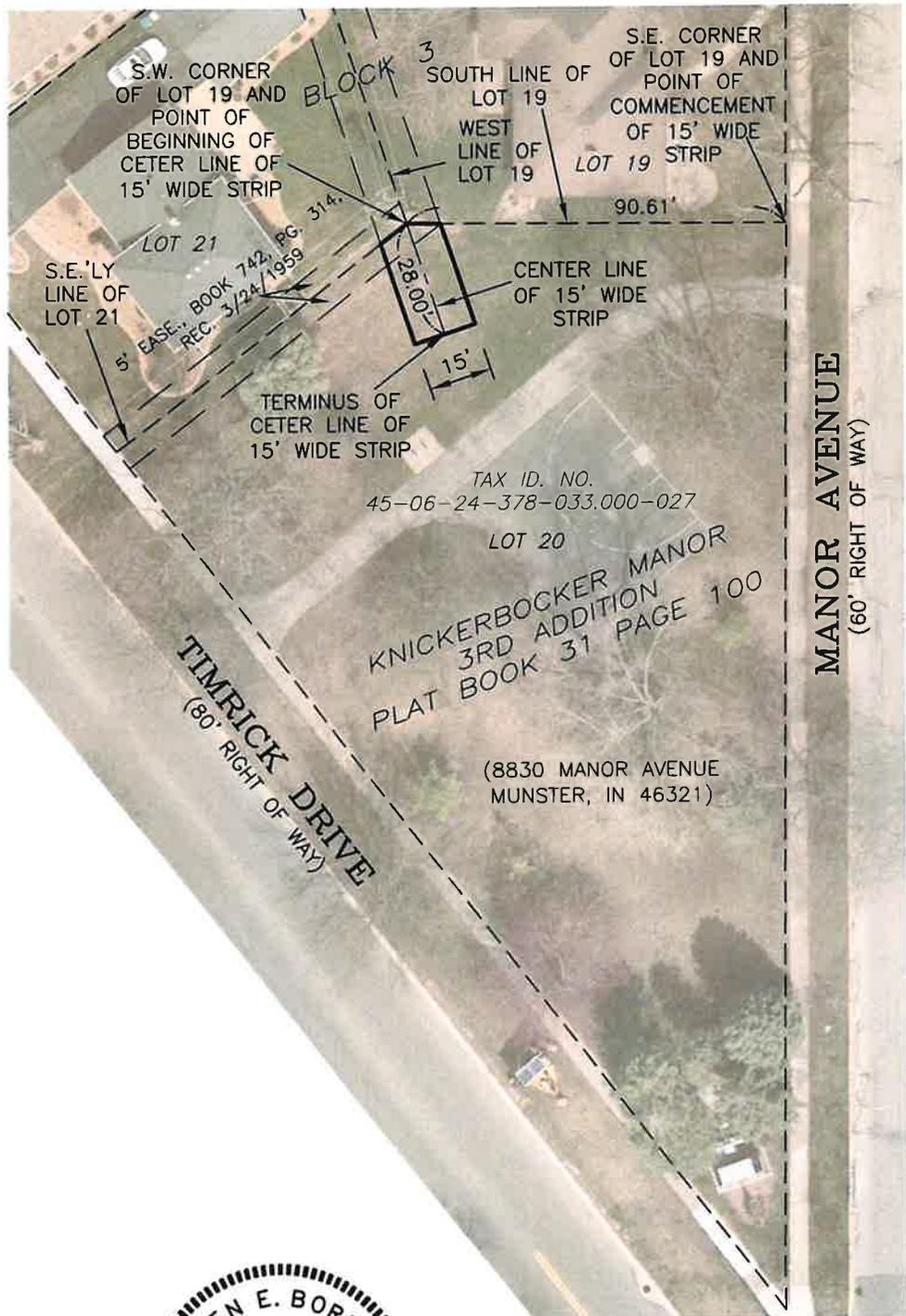
DVG TEAM, Inc
 1155 Troutwine Road
 Crown Point, IN 46307
 Phone: (219) 662-7710
 Fax: (219) 662-2740
 www.dvgteam.com



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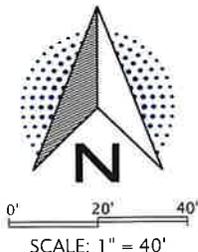


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Glen E. Boren

DVG TEAM, Inc
 1155 Troutwine Road
 Crown Point, IN 46307
 Phone: (219) 662-7710
 Fax: (219) 662-2740
 www.dvgteam.com





Contract Number: 200183-001-PE

AGREEMENT TO PAY BALANCE FOR EASEMENT

With the delivery hereof, **Park & Recreation Board of Munster** (collectively the "Grantor") has executed and delivered to Northern Indiana Public Service Company LLC, an Indiana limited liability company ("NIPSCO"), an Easement for **Electric**, in connection with the **Fisher** Project (the "Project"), for the real property identified by property identification number(s) **45-06-24-378-033.000-027**, located in **Lake** County, Indiana (the "Property"), for the total agreed upon consideration in the amount of **One Thousand Dollars 00/00 (\$1,000.00)**, in full payment and satisfaction for the foregoing easement. Grantor hereby accepts all obligations to pay any and all persons having claims or demands against or interest in the consideration received for the construction and installation of the facilities for the Project on the Property.

Now, NIPSCO covenants and agrees to pay to the Grantor the foregoing consideration within forty-five (45) business days from the date all parties have signed, which payment may be made by check, payable to the Grantor and addressed to the following address via United States mail:

SPECIAL HANDLING REQUESTED Payee: _____
_____ Street Address: _____
_____ City, State, Zip: _____
_____ Attn: _____

NORTHERN INDIANA PUBLIC SERVICE COMPANY LLC

NIPSCO Signature: _____ Contract Field Agent Initials (if applicable): MTG
Printed Name: _____ Printed Name: Marcus Garvey
Dated: _____, 20____ Dated: August _____ 22____, 2024

GRANTOR

Grantor Signature: _____ Grantor Signature: _____
Printed Name: _____ Printed Name: _____
Dated: _____, 20____ Dated: _____, 20____

Tenant Signature (if applicable): _____
Printed Name: _____
Dated: _____, 20____

See Compensation Worksheet for further detail (if checked).

For NIPSCO Use Only:

Contract Agent Name: Marcus Garvey **WO Number: 52890-912** **HRI: 275336**

Compensation Worksheet

Date: 8/22/24

Easement Number: 45-06-24-378-033.000-027

Grantor: Parks and Recreation Board of the Town of Munster

Grantee: Northern Indiana Public Service Company LLC, an Indiana limited liability company

Easement Compensation

	Value Per Acre		Acreage		Easement Compensation
Permanent Easement	\$100,000	X	.010	=	\$1,000
Temporary Easement		X		=	
TOTAL EASEMENT COMPENSATION					\$1,000.00

Prepaid Damages *

Total Acres	Price Per Acre of Crop Damages	Damage Compensation
X	=	
Total Acres	Price Per Acre of Future Yield Loss	
X	=	
TOTAL PREPAID DAMAGES		

**The above agreed upon prepaid damages compensation is full payment and satisfaction for all damages, including but not limited to crop damages, soil compaction and future yield loss, suffered by Grantor as a result of the construction activities of Grantee for the Fisher Project for the period commencing with the start of construction activities on the Property and continuing through the one year anniversary of the commencement date of such construction activities on the Property.*

TOTAL COMPENSATION

\$1,000.00

Acceptance

Landowner(s): _____ Date: _____

Land Agent: _____ Date: _____