

**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 Warranty Deed dated November 29, 2016, and recorded in the Office of the Recorder for Elkhart County, Indiana, as Document No. 2016-24881.

EASEMENT FOR ELECTRIC FACILITIES

EASEMENT # 46466-48

THIS EASEMENT FOR ELECTRIC FACILITIES (this "Easement") is granted by **Town of Bristol, Indiana** whose address is **303 E. Vistula St, Bristol, IN 46507** ("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 Elkhart 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 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, 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.

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.

IN WITNESS WHEREOF, the Grantor has duly executed this Easement this _____ day of _____, 20_____.

Town of Bristol, Indiana

By: _____
Name: _____
Title: _____

STATE OF _____)
) SS.
COUNTY OF _____)

BE IT REMEMBERED that on this _____ day of _____, 20_____, before me, a Notary Public in and for said county and state aforesaid, personally appeared (name) _____, (title) _____ of **Town of Bristol, Indiana** and acknowledged the execution of the foregoing instrument in behalf of **Town of Bristol, Indiana** as the voluntary act and deed of **Town of Bristol, Indiana** for the uses and purposes set forth.

WITNESS my hand and notarial seal this _____ day of _____, 20_____.

Print Name _____
(SEAL)

Sign Name _____
Notary Public

My Commission Expires _____

A Resident of _____ County, _____

This instrument prepared by: Kathryn Bryan, 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." Kathryn Bryan, NIPSCO Legal Counsel.

STATE OF INDIANA
ELKHART COUNTY
WASHINGTON TOWNSHIP
SEC. 26, T. 38 N., R. 6 E.

EXHIBIT "A"
TOWN OF BRISTOL
DOCUMENT NO. 2016-24881
PARCEL ID #20-03-26-155-001.000-031

THIS IS NOT A
BOUNDARY SURVEY.

EASEMENT DESCRIPTION

THAT PART OF LOT 12, HENRY P. AND LAURA HANFORD ADDITION, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 6 EAST, WASHINGTON TOWNSHIP, ELKHART COUNTY, INDIANA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT VOLUME 4, PAGE 472, ELKHART COUNTY RECORDS, DESCRIBED AS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 12; THENCE NORTH 89° 00' 53" EAST ON THE NORTH LINE OF SAID LOT 12 A DISTANCE OF 20.14 FEET; THENCE SOUTH 02° 22' 35" EAST 69.07 FEET; THENCE SOUTH 09° 48' 39" EAST 81.27 FEET; THENCE SOUTH 26° 37' 15" EAST 26.67 FEET TO THE SOUTH LINE OF SAID LOT 12; THENCE SOUTH 69° 58' 03" WEST ON SAID SOUTH LOT LINE 48.95 FEET TO THE SOUTHWEST CORNER OF SAID LOT 12; THENCE NORTH 00° 51' 04" WEST ON THE WEST LINE OF SAID LOT 12 A DISTANCE OF 189.37 FEET TO THE POINT OF BEGINNING.

CONTAINING ±0.116 OF AN ACRE.

BEARINGS ARE BASED ON THE INDIANA STATE PLANE COORDINATE SYSTEM, EAST ZONE, US SURVEY FEET

PARCEL ID: 20-03-26-155-001.000-031



5/13/2024

BRIAN P. LIEBERG
LS - 20800148

DATE

NIPSCO

NORTHERN INDIANA PUBLIC SERVICE COMPANY

INDIANA STATE PLANE COORDINATE SYSTEM
(EAST ZONE) U.S. SURVEY FEET.

DRAWN BY: TLK

SCALE:

SHEET 1 of 2

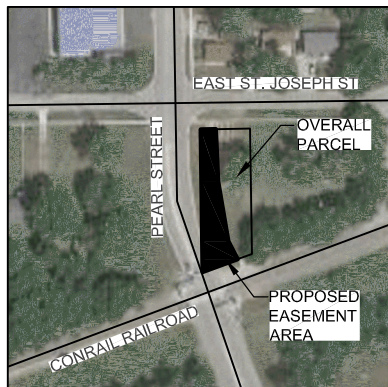
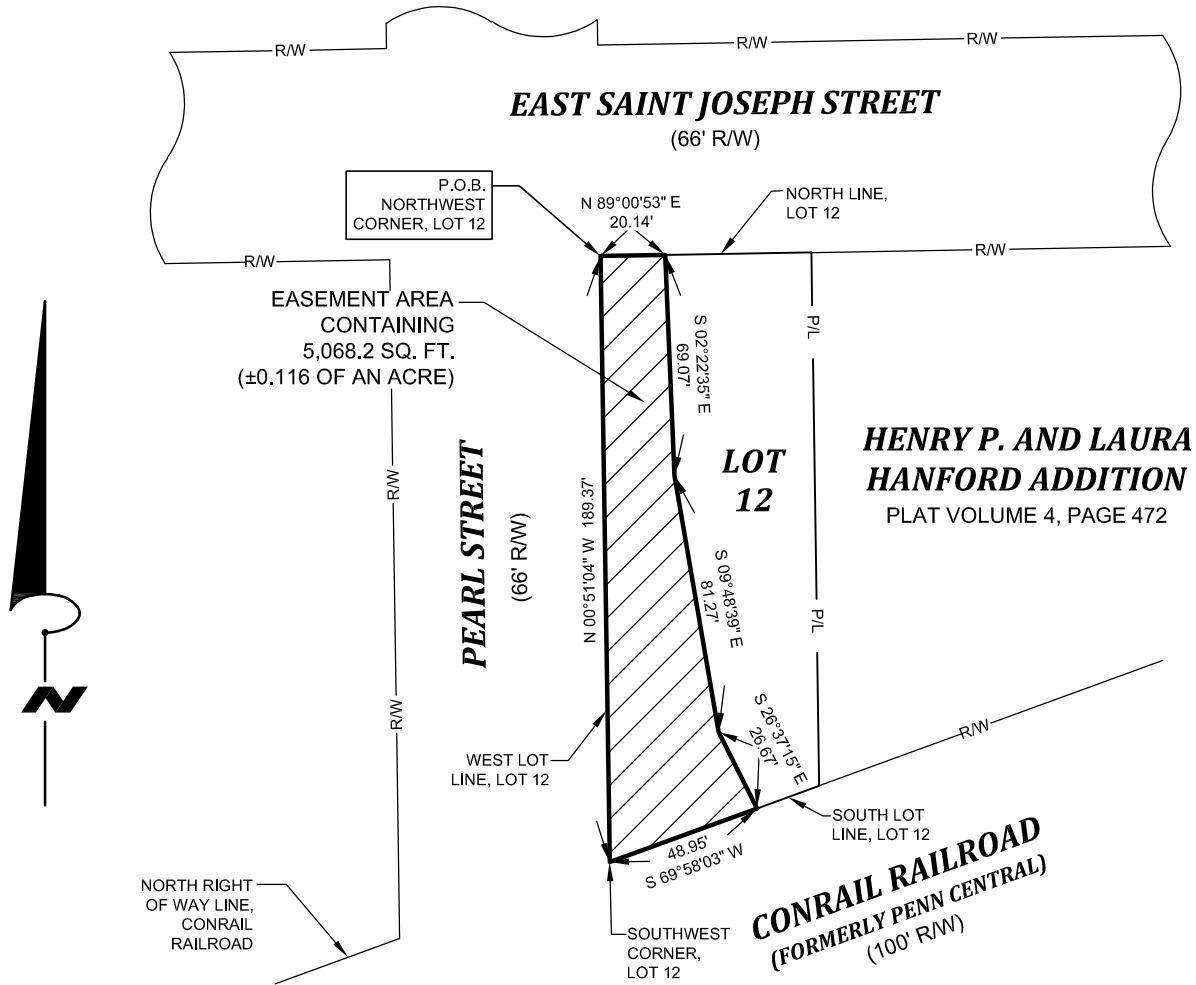
EXHIBIT "A" PREPARED BY:
WIGHTMAN
2303 PIPESTONE ROAD
BENTON HARBOR, MI 49022
269-927-0100

EASEMENT: 12

JOB #: 230444

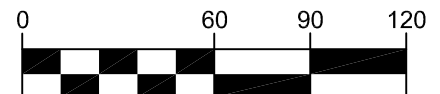
DATE CREATED: 04/29/2024

REVISIONS: 05/13/2024



LEGEND

P.O.B. POINT OF BEGINNING
— R/W — ROAD RIGHT OF WAY LINE
— P/L — PROPERTY LINE
NEW EASEMENT AREA



1 inch = 60 ft.



5/13/2024

BRIAN P. LIEBERG
LS - 20800148

DATE

NIPSCO
NORTHERN INDIANA PUBLIC SERVICE COMPANY

INDIANA STATE PLANE COORDINATE SYSTEM
(EAST ZONE) U.S. SURVEY FEET.

DRAWN BY: TLK

EXHIBIT "B" PREPARED BY:
WIGHTMAN
2303 PIPESTONE ROAD
BENTON HARBOR, MI 49022
269-927-0100

EASEMENT: 12

JOB #: 230444

SCALE: 1" = 60'

DATE CREATED: 04/29/2024

REVISIONS: 05/13/2024

SHEET 2 of 2

EXHIBIT "B"
TOWN OF BRISTOL
DOCUMENT NO. 2016-24881
PARCEL ID # 20-03-26-155-001.000-031

EAST SAINT JOSEPH STREET
(66' R/W)

P.O.B.
NORTHWEST
CORNER, LOT 12

N 89°00'53" E
20.14'

NORTH LINE,
LOT 12

R/W

EASEMENT AREA
CONTAINING
5,068.2 SQ. FT.
(±0.116 OF AN ACRE)

R/W

PEARL STREET
(66' R/W)

N 00°51'04" W 189.37'

S 02°22'35" E
69.07'

LOT 12

S 09°48'39" E
81.27'

S 26°37'15" E
26.67'

WEST LOT
LINE, LOT 12

SOUTH LOT
LINE, LOT 12


48.95'
S 69°58'03" W


SOUTHWEST
CORNER,
LOT 12

**HENRY P. AND LAURA
HANFORD ADDITION**
PLAT VOLUME 4, PAGE 472

CONRAIL RAILROAD
(FORMERLY PENN CENTRAL)
(100' R/W)

NORTH RIGHT
OF WAY LINE,
CONRAIL
RAILROAD

| | |
|---|------------------------|
| P.O.B. | POINT OF BEGINNING |
| ——R/W—— | ROAD RIGHT OF WAY LINE |
| ——P/L—— | PROPERTY LINE |
|  | NEW EASEMENT AREA |



0 60 90 120

1 inch = 60 ft.



AERIAL DRAWING FOR REFERENCE
ONLY, NOT FOR RECORDING

| | | | |
|--|-----------------------|--|--|
| <div style="text-align: center;"> NIPSCO NORTHERN INDIANA PUBLIC SERVICE COMPANY </div> | | INDIANA STATE PLANE COORDINATE SYSTEM (EAST ZONE) U.S. SURVEY FEET. | |
| | | DRAWN BY: TLK | EXHIBIT "B" PREPARED BY: WIGHTMAN 2303 PIPESTONE ROAD BENTON HARBOR, MI 49022 269-927-0100 |
| EASEMENT: 12 | JOB #: 230444 | SCALE: 1" = 60' | |
| DATE CREATED: 04/29/2024 | REVISIONS: 05/13/2024 | SHEET 1 of 1 | |