



CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

Redevelopment Commission Agenda Item

DATE: 12/11/18
FROM: Kyle Silveus
SUBJECT: NIPSCO – Hibberd Easement

Which TIF? (circle one) River West; River East; South Side; Douglas Road; West Washington

PURPOSE OF REQUEST: Request for approval to grant a 5'x20' easement to serve the Hibberd Development at 322 S Lafayette Blvd. The easement was initially created for AEP and NIPSCO will occupy the same easement granted by the commission on 5/10/18.

Specifics: Due to existing utility congestion in both the north/south and east/ west alley between Wayne and Western and Lafayette and Main, the required underground utility services are not able to be installed in the City Right of Way. After several iterations of alternate routes and cost analysis, a route consisting of service through the east/west alley from Lafayette was determined to be the best alternative, requiring a 5'x20' easement in the NE corner of 322 S Lafayette, which is Commission owned property (west of Hibberd).

INTERNAL USE ONLY: Project Code: _____;
Total Amount new/change (inc/dec) in budget: _____; Break down:
Costs: Engineering Amt: _____; Other Prof Serv Amt _____;
Acquisition of Land/Bldg (circle one) Amt: _____; Street Const Amt _____;
Building Imp Amt _____; Sewers Amt _____; Other (specify) Amt: _____
_____ Going to BPW for Contracting? Y/N
Is this item ready to encumber now? ___ Existing PO# _____ Inc/Dec \$ _____

EXCELLENCE | ACCOUNTABILITY | INNOVATION | INCLUSION | EMPOWERMENT

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**
Northern Indiana Public Service Company LLC
Attn: Suzanne Kizior
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 Quit Claim Deed dated March 1, 2018, and recorded in the Office of the Recorder for St. Joseph County, Indiana, as Document No. 1804843, on March 2, 2018.

EASEMENT FOR GAS FACILITIES

EASEMENT # 40783

THIS EASEMENT FOR GAS FACILITIES (this “Easement”) is granted this _____, 2018, by Department of Redevelopment of the City of South Bend, for the use and benefit of the Department of Redevelopment, by and through its governing body, the South Bend Redevelopment Commission, whose address is 1400 South County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601 (“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 St. Joseph County, Indiana (the “Premises”):

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,

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 and 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. 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. 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 for Gas Facilities this ___ day of _____, 2018.

Department of Redevelopment of the City of South Bend, for the use and benefit of the Department of Redevelopment, by and through its governing body, The South Bend Redevelopment Commission

By: _____
Name: _____
Title: _____

STATE OF _____)
) SS.
COUNTY OF _____)

BE IT REMEMBERED that on this ___ day of _____, 2018, before me, a Notary Public in and for said county and state aforesaid, personally appeared _____, the _____ of _____ and acknowledged the execution of the foregoing instrument in behalf of _____ as a voluntary act and deed, for the uses and purposes set forth.

WITNESS my hand and notarial seal the day and year first above written.

Print Name _____
_____(SEAL)
Notary Public

My Commission Expires _____ A Resident of _____ County, Indiana

This instrument prepared by: André Wright. "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.
André Wright

EXHIBIT "A"

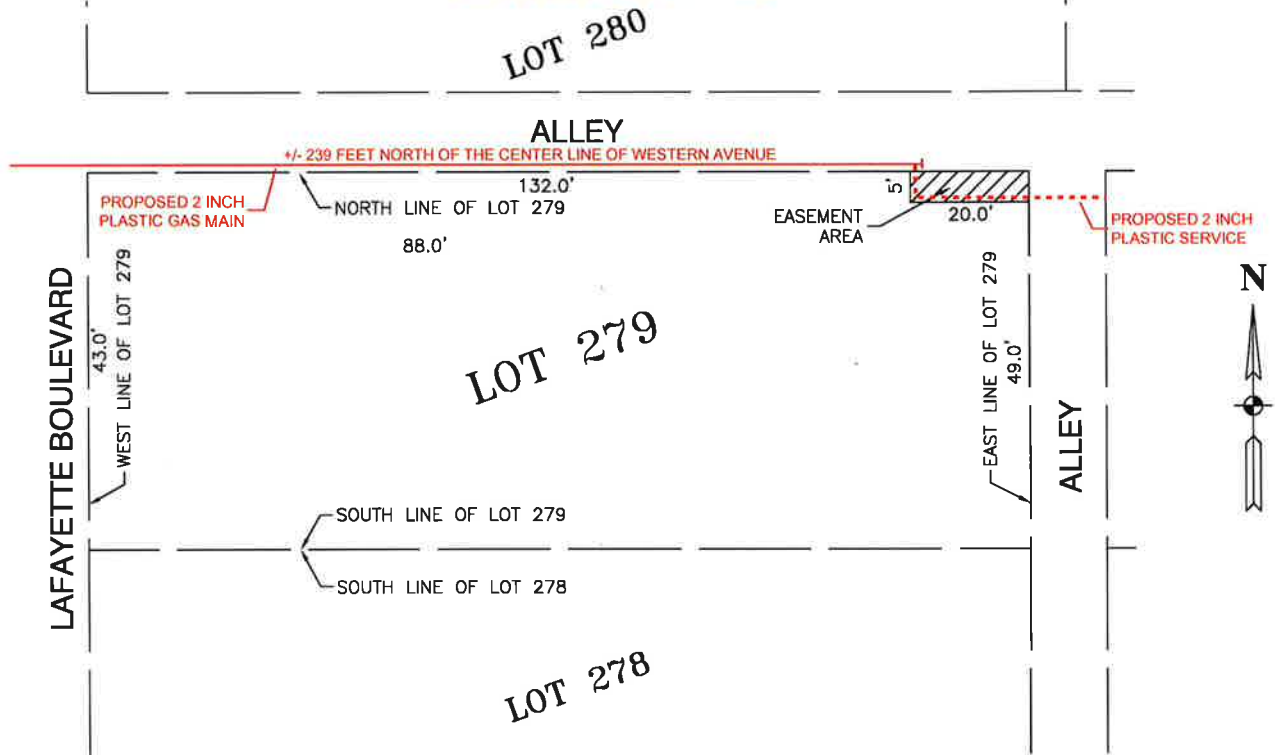
LEGAL DESCRIPTION:

A parcel of land in the West Half of the Northwest Quarter of Section 12, Township 37 North, Range 2 East, situate in Portage Township, St. Joseph County, Indiana, and more particularly described as follows:

The east 20.00 feet of the north 5.00 feet of Lot Numbered Two Hundred Seventy-Nine (279) as shown on the Plat of ORIGINAL PLAT OF THE TOWN, NOW CITY OF SOUTH BEND, INDIANA.

Being the same (or a part of the same) property conveyed to DEPARTMENT OF REDEVELOPMENT OF THE CITY OF SOUTH BEND, FOR THE USE AND BENEFIT OF THE DEPARTMENT OF REDEVELOPMENT, BY AND THROUGH ITS GOVERNING BODY, THE SOUTH BEND REDEVELOPMENT COMMISSION , by Quit Claim Deed recorded as Instrument Number 1804843 on March 2, 2018, in the Office of the Recorder of St. Joseph County, Indiana.

EXHIBIT "B"



NIPSCO
NORTHERN INDIANA PUBLIC SERVICE COMPANY
801 EAST 86TH AVENUE MERRILLVILLE, INDIANA 46410