

Tract No.09
Whitestown 7728 CR 450 E Project

SAP W.O. # 110538528

CROSS REFERENCE: Instrument No. 200600011795

PIPELINE EASEMENT

THIS INDENTURE WITNESSETH, THAT the Town of Whitestown, hereinafter collectively and individually called "Grantor", for and in consideration of the sum of One Dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, hereby GRANTS and CONVEYS to INDIANA GAS COMPANY, INC., an Indiana corporation doing business as CENTERPOINT ENERGY INDIANA NORTH, its successors, assigns and lessees, hereinafter collectively referred to as "Grantee", an easement with the right, from time to time, to install, construct, inspect, maintain, operate, repair, alter, relocate, enlarge, rebuild and remove pipelines, including but not limited to, drips, valves, anodes, pits, pipeline markers, cathodic equipment, test leads, meters, protective facilities, and all other appurtenances thereto, whether above or below the surface, convenient or necessary for the transportation and distribution of gas or other substances which can be transported through pipelines (the "Facilities"), in, under, over, across, upon, and through the land of Grantor situated in

Perry Township, Boone County, Indiana and being part of the Northwest Quarter of the Southwest Quarter of Section 11, Township 17 North, Range 1 East, and being a parcel conveyed to Grantor by Special (Limited) Warranty Deed, Instrument Number 200600011795, in the office of the Recorder of Boone County, Indiana.

Parcel No. 06-03-11-000-010.002-032 and 06-03-11-000-010.003-032

Said easement granted herein shall be a strip of land approximately 0.214 Acres, as described on Exhibit "A" and graphically depicted on Exhibit "B", attached hereto and made a part hereof (the "Permanent Easement").

The Grantee will have the right to ingress and egress over the land of Grantor to and from said Permanent Easement in the exercise of the rights herein granted, together with reasonable working space for the purposes of constructing, installing, operating, maintaining, replacing, inspecting, and removing said Facilities. In the exercise of such rights the Grantee will, whenever practicable to do so, use existing highways, roadways or other access routes.

The Permanent Easement is made subject to the following terms and conditions:

- 1) **Improvements:** Grantor shall not erect or maintain any buildings, structures, property, or any other type of improvement or obstruction, either of a permanent or temporary nature, above or below ground within the Permanent Easement without Grantee's prior written consent. Grantee shall not be responsible to Grantor for damages to or removal of buildings, structures, property, or any other type of improvements or obstructions encroaching into the Permanent Easement.
- 2) **Fences:** Grantor further reserves the right to construct and maintain agricultural farm field type or residential fence(s), crossing (but not parallel and within) said easement; provided, however, that said fence(s) will be constructed or maintained so as to not interfere with, limit access or endanger the Facilities, nor will any fence post be located within five (5) feet of the pipelines constructed within said easement.
- 3) **Changes in grade or excavation:** No excavating or grading shall be done within the Permanent Easement which would either (A) reduce the coverage of soil over said pipelines or (B) increase the coverage more than two (2) feet without the prior written consent of Grantee which consent will not be unreasonably withheld, (C) impair the Grantee's ability to maintain the Facilities or (D) create a hazard. The "811" Utility Protection Service and Grantee must be called at least two (2) working days before anyone excavates in the Permanent Easement.
- 4) **Trees, Bushes, Branches, and Roots:** Grantor further grants to Grantee the right to trim, cut down, remove or otherwise control any trees, bushes, branches, roots, overhanging branches, and vegetation growing upon said Permanent Easement which according to Grantee's standards or in the sole discretion of Grantee may now or at any time interfere with the construction, use, maintenance, surveillance, access or efficient, safe and proper operation of its Facilities. Grantee shall not be responsible to Grantor for damages to, or removal of, trees or other plant life, with the exception of growing non-timber crops, in the Permanent Easement.
- 5) **Location:** The Facilities are to be located in the Permanent Easement.
- 6) **Reimbursement and Restoration:** Grantee shall reimburse Grantor for any damage or loss to growing crops, soil, tile, gates and fences that may be caused by Grantee or its contractors while accessing or working in the Permanent Easement. Any such damages shall be paid or otherwise restored as nearly as can be to its original condition by Grantee, provided written notice thereof is given to Grantee at its Evansville office located at P.O. Box 209, Evansville, Indiana 47702-0209, or such place as Grantee may designate, within ninety (90) days after the occurrence of such damage.

- 7) **Grantor's Rights:** Subject to the rights herein granted to Grantee, Grantor reserves the right to use and enjoy the land included within said Permanent Easement for purposes which are not inconsistent with the safe operation of Grantee's Facilities (including Grantee's access thereto) and which will not interfere with the rights and privileges granted to Grantee by the Permanent Easement.

Grantor covenants that Grantor is the true and lawful owner of the property herein described and has full power and authority to grant this Pipeline Easement. The undersigned person(s) executing this instrument on behalf of the Grantor represent and certify that they are duly elected officers of the Grantor and have been fully empowered to execute and deliver this instrument and that all necessary corporate action for the granting of such easement has been taken and done.

This Pipeline Easement shall run with the land and be binding on and inure to the benefit of the parties, their heirs, successors, and assigns.

DATED this _____ day of _____, 2024.

The Town of Whitestown, by:

Signature

Signature

Print Name

Print Name

Title

Title

STATE OF INDIANA, COUNTY OF _____, SS:

Personally appeared before me this _____ day of _____, 2024,

Town of Whitestown, by _____, its _____, and by
_____, its _____, who

acknowledged the execution of the above instrument to be their voluntary act and deed for and on behalf of said entity.

Notary Public

(Printed name)

My Commission Expires _____

My County of Residence is _____

My Commission Number is _____

Grantee's Tax Mailing Address: 211 NW Riverside Dr., Evansville, Indiana 47708-0209

This instrument prepared by the Grantee named herein by Zachary D. Reilly.

I, Zachary D. Reilly, 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.

Owner

Tax Parcel No. 06-03-11-000-010.002-032
Town of Whitestown
Special (Limited) Warranty Deed
Recorded October 31, 2006
Instrument No. 200600011795

Tax Parcel No. 06-03-11-000-010.003-032
Town of Whitestown, Indiana
Warranty Deed
Recorded April 28, 2022
Instrument No. 2022005015

Permanent Easement Area

9,322 square feet ±
0.214 acres ±

Permanent Easement Description

Part of the Northwest Quarter of the Southwest Quarter of Section 11, Township 17 North, Range 1 East of the Second Principal Meridian in Boone County, Indiana, being a strip of land 15 feet in equal width lying North of and contiguous with the following described line:

Commencing at the southeast corner of said quarter quarter section, said corner being at Indiana Geospatial Coordinate System's (InGCS) "Boone" zone (NAD83 (2011), epoch 2010.00) coordinate 237397.462 North and 818747.664 East; thence along the east line of said quarter quarter section, North 00 degrees 33 minutes 43 seconds West (grid bearing based on said (InGCS) "Boone" zone) 32.15 feet (all distances in this description are horizontal ground distances) to the **Point of Beginning** (reference coordinate at 237429.611 North and 818747.348 East); thence North 50 degrees 26 minutes 17 seconds West 55.38 feet; thence South 89 degrees 50 minutes 38 seconds West 567.02 feet to the **Terminus**. The sidelines of said strip being lengthened or shortened to intersect at all angle points and with the east line of the Grantor's land. Containing 0.214 acres, more or less.

CenterPoint Energy
Survey Contractor



Schneider Geomatics
8901 Otis Avenue, Suite 100
Indianapolis IN 46216
(317) 826-7100 www.schneidergeomatics.com



Brian Resenbeck

Brian Resenbeck
Registered Land Surveyor #LS29800018
June 20, 2024

Project: **NB-Whitestown-IN-7728 S CR 450 E**
Tract: **9 - Town of Whitestown**
Title: **Permanent Easement**
Location: **Pt SW 1/4 Sec 11-T17N-R1E**
Perry Township, Boone County, Indiana

Date: 2024/06/20	Drawn By: KMV	Checked By: BR
Rev.# __:	Drawn By:	Checked By:
Job #: 2419298	Task #:	SAP #: 110838528

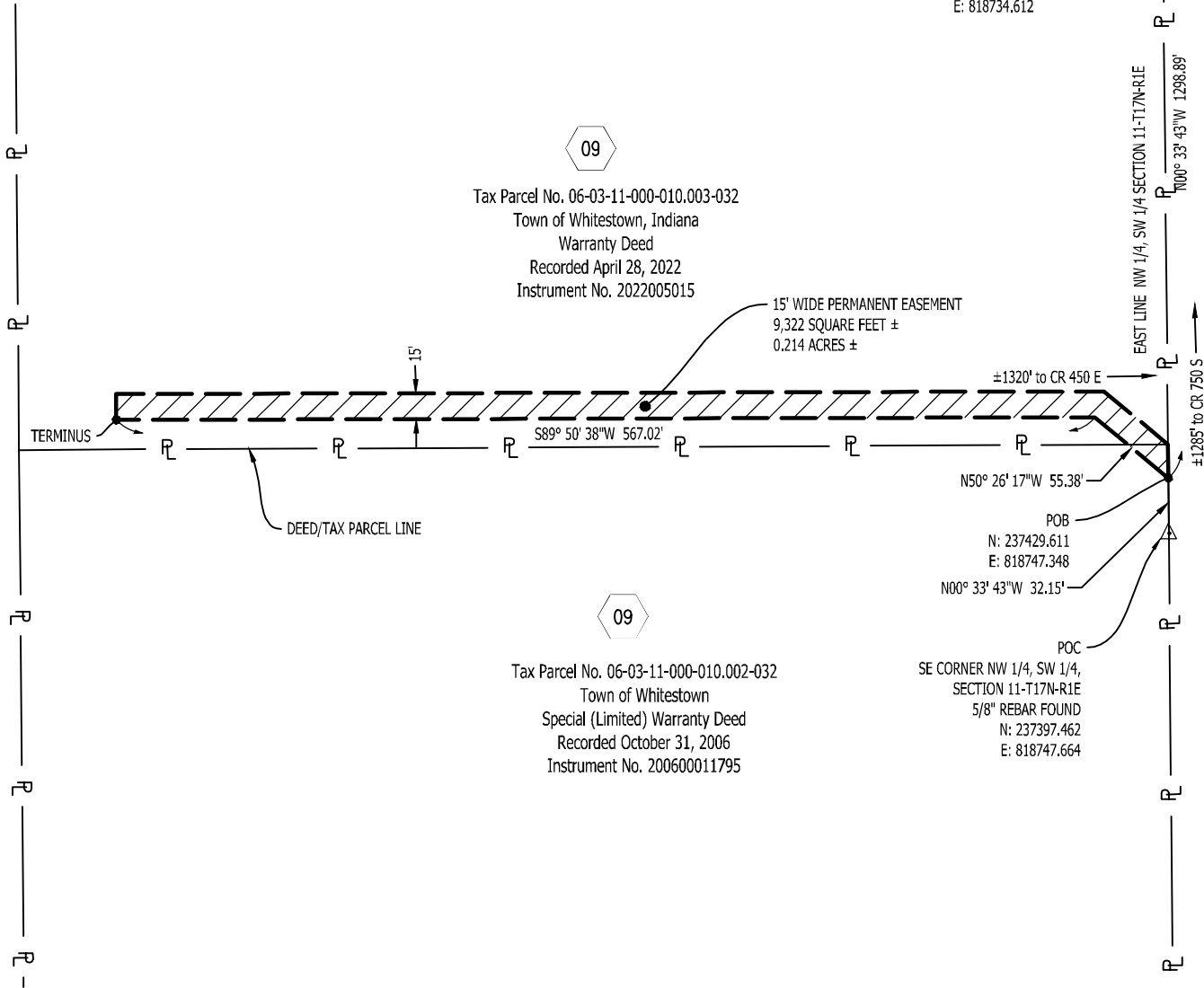
Drawing Prepared By: CenterPoint Energy Survey Contractor (see above)



Exhibit
"A"



NE CORNER NW 1/4, SW 1/4,
SECTION 11-T17N-R1E
5/8" REBAR FOUND
N: 238728.435
E: 818734.612



09
Tax Parcel No. 06-03-11-000-010.003-032
Town of Whitestown, Indiana
Warranty Deed
Recorded April 28, 2022
Instrument No. 2022005015

09
Tax Parcel No. 06-03-11-000-010.002-032
Town of Whitestown
Special (Limited) Warranty Deed
Recorded October 31, 2006
Instrument No. 200600011795

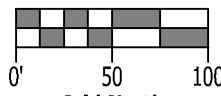
POC
SE CORNER NW 1/4, SW 1/4,
SECTION 11-T17N-R1E
5/8" REBAR FOUND
N: 237397.462
E: 818747.664

LEGEND

- Permanent Easement
- Parcel Number
- Denotes Deed Line or Ownership Change
- POC - Point of Commencement
- POB - Point of Beginning

NOTES

1. This drawing is not intended to be represented as an Original, Retracement, or Route Survey, or a Surveyor Location Report as defined by IAC Title 865.
2. Areas, bearings, coordinates, and distances shown hereon are based upon the Indiana Geospatial Coordinate Systems (InGCS) "Boone" zone (NAD83, 2011, Epoch 2010.00, US Survey Feet), via the Trimble VRS Now network, and are cited in U.S. Survey Feet and decimal parts thereof as well as Degrees-Minutes-Seconds.



Grid North
Scale: 1"=100'

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Perry Township, Boone County, Indiana

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Drawing Prepared By: CenterPoint Energy Survey Contractor (see above)

Exhibit
"B"