

Tract No. 02
McCordsville – 6280 W 800 N Line

SAP W.O. # 116456074

CROSS REFERENCE: Instrument No. 202001284

PIPELINE EASEMENT

THIS INDENTURE WITNESSETH, THAT **D&D Vail Trust of Hancock County in the State of Indiana**, 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

Vernon Township, Hancock County, Indiana and being part of the Southeast Quarter of Section 23, Township 17 North, Range 5 East, and being a parcel conveyed to Grantor by Quitclaim Deed, Instrument Number 202001284, in the office of the Recorder of Hancock County, Indiana.

Parcel No. 30-01-23-400-030.008-018

Said easement granted herein shall be a strip of land approximately 0.037 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) **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.
- 3) **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.
- 4) **Location:** The Facilities are to be located in the Permanent Easement.
- 5) **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.
- 6) **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 _____, 2025.

D&D Vail Trust of Hancock County in the State of Indiana, by:

Signature

Signature

Print Name

Print Name

Acknowledgement Page Follows:

STATE OF INDIANA, COUNTY OF _____, SS:

Personally appeared before me this _____ day of _____, 2025,

D&D Vail Trust of Hancock County in the State of Indiana, 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 Drive, Evansville, Indiana 47708

This instrument prepared by the Grantee named herein by Matthew Lantz.

I, Matthew Lantz, 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 # 30-01-23-400-030.008-018
D&D Vail Trust of Hancock County in the State of Indiana
Quitclaim Deed
Recorded Date (January 31, 2020)
Instrument No. 202001284

Permanent Easement Area

1,593 square feet ±
0.037 acres ±

Permanent Easement Description

A 20.00-foot wide strip of real estate in the Southeast Quarter of Section 23, Township 17 North, Range 5 East of the Second Principal Meridian in Hancock County, Indiana, being a portion of the 23.383 acre parcel of real estate described in a Quitclaim Deed dated December 23, 2019 and recorded January 31, 2020 as Instrument Number 202001284 in the Office of the Recorder of Hancock County, Indiana, and said 20.00-foot wide strip of real estate described as follows:

COMMENCING at the Harrison Monument marking the Southwest corner of said Southeast Quarter; thence North 00 degrees 00 minutes 36 seconds East 1311.54 feet (the basis of bearings for this description being the Indiana Geospatial Coordinate System for "Hancock" zone per NAD83(2011) Epoch 2010.00), along the West line of said 23.383 acre parcel of real estate to the Northwest corner thereof; thence North 89 degrees 07 minutes 43 seconds East 1121.30 feet, along the North line of said 23.383 acre parcel of real estate to the Northeast corner thereof and the **POINT OF BEGINNING** of this description being on a non-tangent curve concave Northwesterly and having a radius of 436.00 feet; thence Southwesterly 21.24 feet along said non-tangent curve, coincident with the East line of said 23.383 acre parcel of real estate, through a central angle of 02 degrees 47 minutes 29 seconds (Chord Bearing South 18 degrees 47 minutes 53 seconds West, Chord Length 21.24 feet), to a point 20.00 feet South of (as measured perpendicular) the North line of said 23.383 acre parcel of real estate; thence South 89 degrees 07 minutes 43 seconds West 76.00 feet, along a line parallel with and 20.00 feet South of said North line; thence North 00 degrees 52 minutes 17 seconds West 20.00 feet, to said North line; thence North 89 degrees 07 minutes 43 seconds East 83.15 feet, along said North line, to the **Point of Beginning**, containing 0.037 acres, more-or-less.

NOTES

1. This description is not intended to be represented as or part of 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 System (InGCS) Hancock, Zone per NAD 83(2011) Epoch 2010.00, via the Trimble VRS Now network, and are cited in U.S. Survey Feet and decimal parts thereof as well as Degrees-Minutes-Seconds.



Sheet 1 of 1



David G. Croft
IN Registered Land Surveyor #20200051
June 30, 2025

Project: **McCordsville Service Extension**

Tract: **2 - D&D Vail Trust**

Title: **Permanent Easement**

Location: **Pt SE 1/4 Sec 23-T17N-R5E**
Vernon Township, Hancock County, Indiana

Date: 2025/06/30	Drawn By: TAC	Checked By: DGC
Rev.# __:	Drawn By:	Checked By:
Job #: 2025-0104	Task #: 1	SAP #: 116456074

Drawing Prepared By: CenterPoint Energy



CenterPoint
Energy

Exhibit
"A"

