

Tract No. 01  
McCordsville – 6280 W 800 N Line

SAP W.O. # 116456074

**CROSS REFERENCE: Instrument No. 080007492**

### **PIPELINE EASEMENT**

THIS INDENTURE WITNESSETH, THAT **Town of McCordsville, Indiana**, an Indiana municipal corporation, 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 Special Warranty Deed, Instrument Number 080007492, in the office of the Recorder of Hancock County, Indiana.

Parcel No. 30-01-23-400-030.005-018

Said easement granted herein shall be a strip of land approximately 0.525 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.

**Town of McCordsville, Indiana, by:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

STATE OF INDIANA, COUNTY OF \_\_\_\_\_, SS:

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025,

**Town of McCordsville, 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 #30-01-23-400-030.005-018

Town of McCordsville, Indiana, an Indiana municipal corporation

Special Warranty Deed

Recorded Date (July 16, 2008)

Instrument No. 080007492

**Permanent Easement Area**

22,861 square feet ±

0.525 acres ±

**Permanent Easement Description**

An irregularly shaped 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 14.89 acre parcel of real estate described in a Special Warranty Deed dated June 23, 2008 and recorded July 16, 2008 as Instrument Number 080007492 in the Office of the Recorder of Hancock County, Indiana, and said irregularly shaped strip of real estate described as follows:

**COMMENCING** at the Harrison Monument marking the Southeast corner of said Southeast Quarter; thence South 89 degrees 08 minutes 48 seconds West 1335.77 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 South line of said Southeast Quarter, to the Southeast corner of said 14.89 acre parcel of real estate; thence North 00 degrees 02 minutes 43 seconds East 1311.98 feet, to the Northeast corner of said 14.89 acre parcel of real estate marked by a rebar with Miller identification cap; thence North 88 degrees 51 minutes 56 seconds West 25.00 feet, along the North line of said 14.89 acre parcel of real estate, to **POINT OF BEGINNING** of this description; thence South 01 degrees 26 minutes 06 seconds West 792.00 feet; thence South 04 degrees 26 minutes 28 seconds East 51.00 feet; thence South 01 degrees 47 minutes 35 seconds East 234.00 feet; thence South 88 degrees 12 minutes 25 seconds West 10.00 feet; thence North 01 degrees 47 minutes 35 seconds West 239.00 feet; thence South 88 degrees 12 minutes 25 seconds West 14.98 feet; thence North 01 degrees 26 minutes 06 seconds East 819.04 feet, to a point 20.00 feet South of (as measured perpendicular) the North line of said 14.89 acre parcel of real estate; thence North 88 degrees 51 minutes 56 seconds West 152.00 feet, along a line parallel with and 20.00 feet South of said North line; thence South 18 degrees 54 minutes 27 seconds West 8.40 feet; thence North 88 degrees 51 minutes 56 seconds West 22.00 feet, to a point on the West line of said 14.89 acre parcel of real estate, being on a non-tangent curve concave Northwesterly and having a radius of 436.00 feet; thence Northeasterly 29.31 feet along said non-tangent curve, coincident with said West line, through a central angle of 03 degrees 51 minutes 06 seconds (Chord Bearing North 18 degrees 17 minutes 57 seconds East, Chord Length 29.31 feet), to the Northwest corner of said 14.89 acre parcel of real estate marked by a rebar with damaged identification cap; thence South 88 degrees 51 minutes 56 seconds East 188.02 feet, along the North line of said 14.89 acre parcel of real estate, to the **Point of Beginning**, containing 0.525 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.



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

Project: **McCordsville Service Extension**Tract: **1 - McCordsville**Title: **Permanent Easement**Location: **Pt SE 1/4 Sec 23-T17N-R5E****Vernon Township, Hancock County, Indiana**

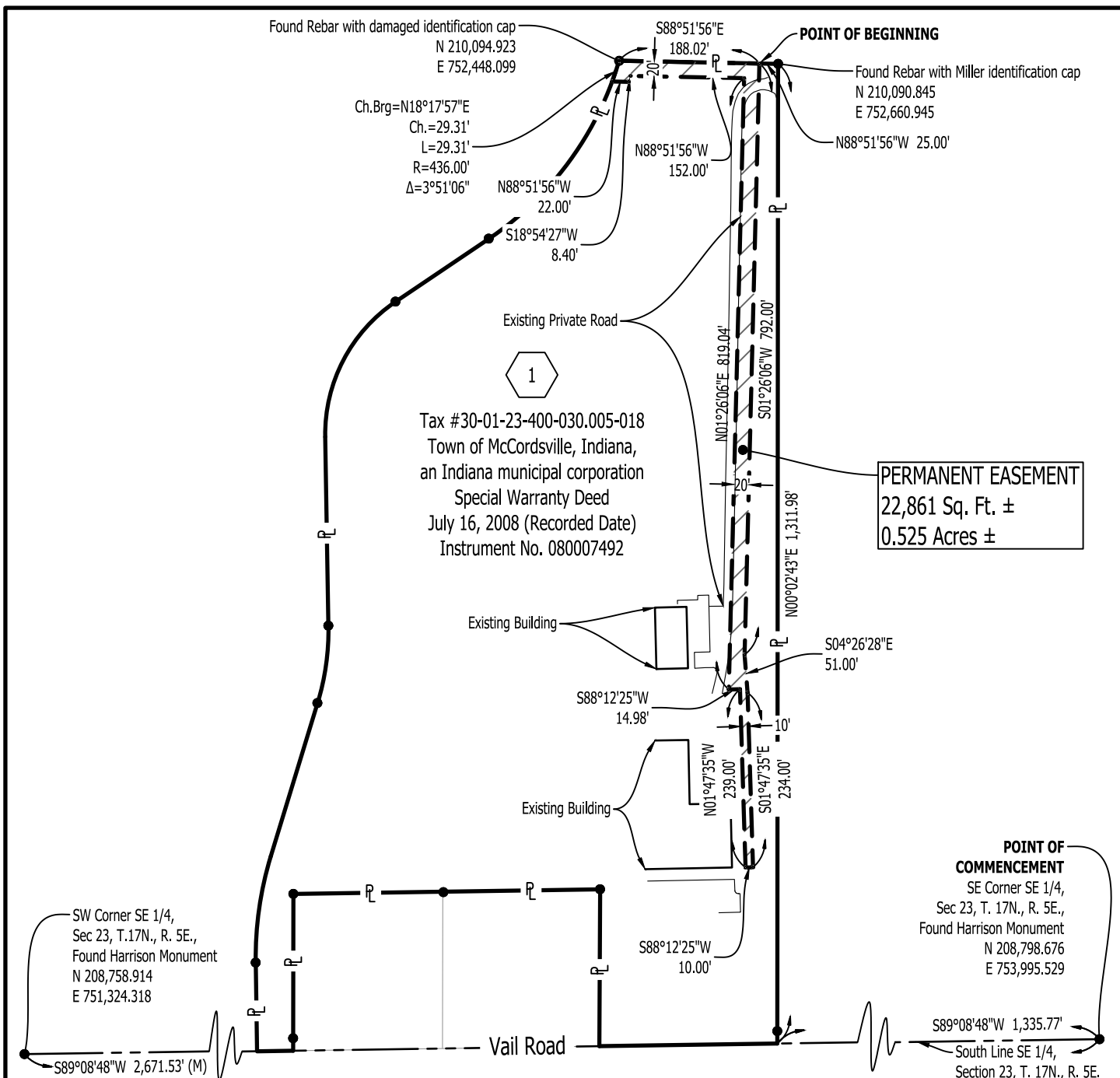
Date: 2025/06/30	Drawn By: TAC	Checked By: DGC
Rev.# __:	Drawn By:	Checked By:
Job #: 2025-0104	Task #: 1	SAP #: 116456074

Drawing Prepared By: CenterPoint Energy



**CenterPoint**  
**Energy**

**Exhibit**  
**"A"**



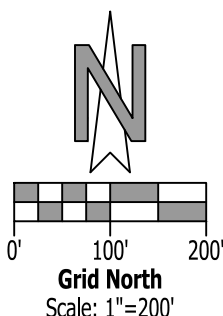
## LEGEND

- XX - Tract Number
- Permanent Easement
- Denotes Deed Line or Ownership Change

## NOTES

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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.
3. Rights of Ways Source(s): None

Sheet 1 of 1



Project: **McCordsville Service Extension**

Tract: **1 - McCordsville**

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
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**CenterPoint  
Energy**

**Exhibit  
"B"**