

Tract No. 5
McCordsville – CR 600 W & Broadway Line

SAP W.O. # 202404954

CROSS REFERENCE: Instrument No. 202404954

PIPELINE EASEMENT

THIS INDENTURE WITNESSETH, THAT Town of McCordsville Redevelopment Commission, 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 Lot 10 of Myrta Smiths Addition to the Town of McCordsville, as per plat thereof, recorded in Book 4, Pages 50-51, and also shown on the Secondary Plat of McCord Square, as per plat thereof, recorded in Instrument No. 202211264 (Plat Cabinet D, Slide 201) and also part of the Northwest Quarter of Section 25, Township 17 North, Range 5 East, and being a parcel conveyed to Grantor by Warranty Deed, Instrument Number 202404954, in the office of the Recorder of Hancock, Indiana.

Parcel No. 30-01-25-201-010.000-018

Said easement granted herein shall be a strip of land approximately 0.184 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 Redevelopment Commission, by:

Signature

Signature

Print Name

Print Name

Title

Title

Acknowledgement Page Follows:

STATE OF INDIANA, COUNTY OF _____, SS:

Personally appeared before me this _____ day of _____, 2025,
Town of McCordsville Redevelopment Commission, 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 #30-01-25-201-010.000-018
Town of McCordsville Redevelopment Commission
Warranty Deed
May 23, 2024 (Executed Date)
May 24, 2024 (Recorded Date)
Instrument No.202404954

Permanent Easement Area

8,028 square feet ±
0.184 acres ±

Permanent Easement Description

Part of Lot 10 of Myrta Smiths Additin to the Town of McCordsville, Book 4, Pages 50-51, and also shown on the Secondary Plat of McCord Square, Instrument Number 202211264, Plat Cab D Slide 201, both of which are located in the Office of the Recorder of Hancock County, Indiana. Said Lot 10 is located in the Northwest Quarter of Section 25, Township 17 North, Range 5 East of the Second Principal Meridian in Hancock County, Indiana, being described as follows

Commencing at the Southwest Corner of said Quarter Section, being marked by a MAG Nail flush (reference Indiana Geospatial Coordinate System "Hancock" Zone coordinates of North 206,177.038 and East 753,993.554, per NAD 83(2011) Epoch 2010.00, in U.S. Survey Feet and decimal parts thereof);

thence along the West line of said Northwest Quarter North 00 degrees 02 minutes 21 seconds East (grid bearing per said Zone) 470.00 feet;

thence North 88 degrees 18 minutes 51 seconds East 45.00 feet to the Southwest Corner of said Lot 10 of Myrta Smiths Addition;

thence along the west line of Lot 10 North 00 degrees 02 minutes 21 seconds East 10.14 feet to the **POINT OF BEGINNING** of this description;

thence continuing North 00 degrees 02 minutes 21 seconds East 40.00 feet;

thence North 89 degrees 12 minutes 47 seconds East 200.69 feet to the east line of Lot 10;

thence along said east line South 00 degrees 02 minutes 21 seconds West 40.00 feet;

thence South 89 degrees 12 minutes 47 seconds West 200.69 feet to the **POINT OF BEGINNING**. Containing 0.184 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.



John R. Kurtz
John R. Kurtz
IN Registered Land Surveyor #80900003
July 15, 2025

Project: **CR 600 W & Broadway**

Tract: **5**

Title: **Permanent Easement**

Location: **Pt NW 1/4 Sec 25-T17N-R5E**
Vernon Township, Hancock County, Indiana

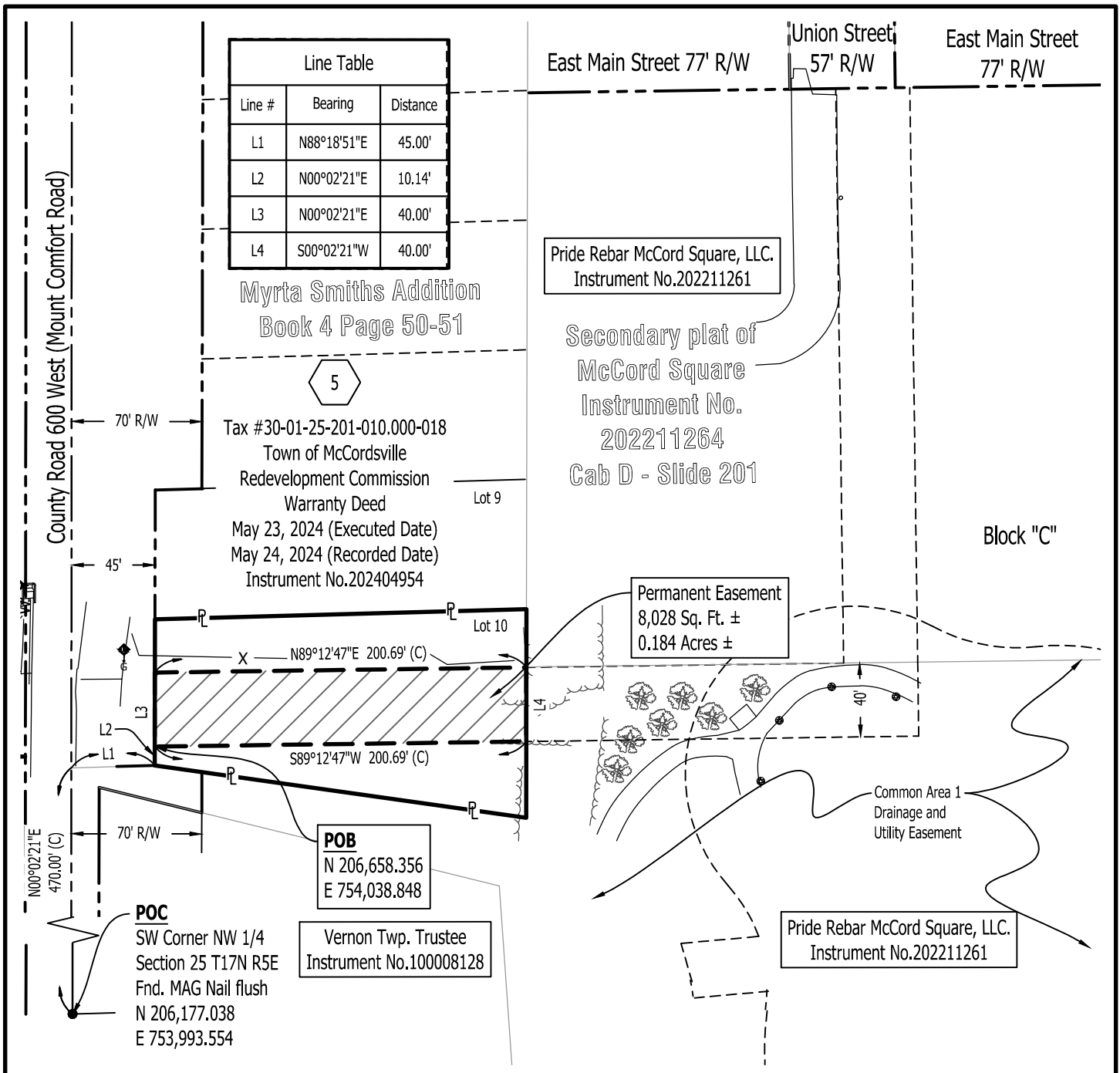
Date: 2025/07/21	Drawn By: JRK	Checked By: EWD
Rev.# __:	Drawn By:	Checked By:
Job #: 2022-0263	Task #: 5	SAP #: 117004072

Drawing Prepared By: CenterPoint Energy



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Energy

Exhibit
"A"



LEGEND



- Tract Number



- Permanent Easement

RL - Denotes Deed Line or Ownership Change

POC - Point of Commencement | R/W - Right-of-Way

POB - Point of Beginning

POT - Point of Terminus

CL - Centerline

● - Found Monument

◆ - Calculated Location

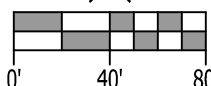
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2. Areas, bearings, coordinates, and distances shown hereon are based upon the Indiana Geospatial Coordinate System (InGCS), Hancock Zone per NAD 83(2011) Epoch 2010.00, via the Trimble VRS Now network, and are cited in U.S. Survey Feet and decimal parts thereof as well as Degrees-Minutes-Seconds.

3. Rights of Ways Source: Subdivision Plats noted on this Exhibit

Sheet 1 of 1



Grid North
Scale: 1"=80'

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Vernon Township, Hancock County, Indiana

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CenterPoint
Energy

Exhibit
"B"