

#40250-7

TEMPORARY EASEMENT

THIS TEMPORARY EASEMENT ("Easement") is made and entered into on Sept. 4, 2015, by and between the Estate of LOUISE SCHADE, owner of property with an address at 8601 Indianapolis Blvd, Highland, IN 46322 ("Grantor"), and NORTHERN INDIANA PUBLIC SERVICE COMPANY, an Indiana corporation, with offices and an address at 801 East 86th Avenue, Merrillville, IN 46410 (the "Grantee") (collectively hereinafter referred to as "Parties").

RECITALS

WHEREAS, Grantor is the owner of that certain real property located in Highland, Lake County, Indiana, as Parcel ID 45-07-21-302-006.000-026 as described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property").

Deed Reference: Warranty Deed recorded June 21, 1990 as document number 107603 in the Office of the Recorder, Lake County, Indiana

WHEREAS, America L. McAlpin is the Personal Representative of the Estate of Louise Schade pursuant to Court Order entered in Lake County Circuit cause number 45C01-1410-ES-00134.

WHEREAS, the Grantee desires to use the Property as a temporary construction and laydown area for a gas project and desires to use the area for construction activities and to store associated materials and equipment to mobilize and demobilize. Said temporary will be used for parking of vehicles, staging equipment, material and other construction activities. The Temporary Easement is depicted in Exhibit "B" attached hereto and incorporated herein by reference, and includes an approximate one-acre area ("Easement Area"), with the right of ingress and egress off of Osborne Street.

TEMPORARY EASEMENT

NOW THEREFORE, for and in consideration of the foregoing premises and of the promises and covenants set forth herein, the Parties agree as follows:

1. Grantor grants to Grantee, its contractors, employees, agents and invitees the right, privilege and license without any warranty or representation of any kind or nature and subject to the terms set forth herein, an exclusive Easement on the Property to use as a temporary construction and lay down area, for construction activities and to store associated materials and equipment to mobilize and demobilize.

2. The term of the Easement shall commence on October 1, 2015, ("Commencement Date") and terminate September 30, 2016 ("Termination Date"). In addition, Grantee shall have the option extend the Term of this easement, on a month to month basis, for a maximum of three (3) additional months, by delivery of written notice to Grantor ten (10) days prior to the end of the month, (Extension Date).

3. Grantee, and its officers, agents, employees and invitees, shall not alter or damage the Property or Easement Area, and at the termination of the Term, Grantee shall repair any damage to the Property or Easement Area, and restore it to the extent reasonably possible to the condition the Property and Easement Area as it was immediately prior to the Commencement Date.

4. Grantee shall pay Grantor upon Grantor's execution and delivery of this Easement to Grantee the sum of \$24,000.00 as consideration for the Easement during the Term. During extension



2015 JUN 03 3:32 PM

MICHAEL A. BROWN
RECORDER

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
JUN 16 2015 11:52 AM

NO SALES DISCLOSED NEEDED

FILED

JUN 16 2016

JOHN E. PETALAS
LAKE COUNTY AUDITOR

CASH
NON-COM
\$20.00
M-2

003488

Approved Assessor's Office
By: _____

periods, Grantee shall pay Grantor an additional \$2,000.00 per month after the Termination Date within fifteen (15) days of the Extension Date.

5. The Grantee shall and will indemnify and save the Grantor harmless from and against any and all damage, injuries, losses, claims, demands or costs proximately caused by the fault, culpability, or negligence of the Grantee in the use of the Easement Area.

6. All labor provided and materials furnished in using the Easement Area shall be at Grantee's sole cost and expense. Grantee shall comply with all applicable laws, rules, and regulations in its use of the Easement Area, and shall, at its own cost and expense, provide security to protect any personal property owned by Grantee on the Easement Area.

7. To the extent reasonably possible, Grantee shall use the Easement Area in a manner permitting Grantor full use of the remaining portions of the Property and for access to the adjoining property.

8. All written notices required or permitted under this License shall be served by (i) certified mail, return receipt requested, to the party to whom the same is directed at that party's respective address, as set forth below, (ii) overnight delivery by recognized overnight carrier to the party to whom the same is directed at that party's respective address, as set forth below, or (iii) facsimile transmission to the party to whom the same is directed at that party's respective facsimile number, as set forth below (provided that the facsimile confirmation sheet showing successful transmission is retained by the sender):

If to Grantee: Northern Indiana Public Service Company
801 East 86th Avenue
Merrillville, Indiana 46410
Telephone: (219) 286-4450
ATTN: Phillip Patrick, Land Agent

With a copy to: Andre Wright, Senior Counsel
NiSource Corporate Services Company
801 East 85th Avenue
Merrillville, Indiana 46410
Telephone: (219) 647-6179
Facsimile: (219) 647-6247

If to Grantor: Estate of Louise Schade
Attn: Timothy R. Kuiper, Esq.
Austgen Kuiper Jasaitis P.C.
130 N. Main Street
Crown Point, Indiana 46307
Telephone: (219) 663-5600
Facsimile: (219) 662-3519

Or at such other address, facsimile number, or email address as either party may from time-to-time designate by giving written notice, as provided herein. The date of service of notice shall be the date on which such notice is received (or, alternatively, if notice is given by certified mail, the date upon which receipt is refused).

9. This Easement contains the entire agreement and understanding of the Parties hereto with respect to the Easement herein granted. No part of this Easement may be amended or modified, except in writing signed by both Grantor and Grantee. Should any provision of this Easement be declared invalid by a legislative, administrative or judicial body of competent jurisdiction, then the other provisions contained herein shall remain in full force and effect and shall be unaffected by such declaration.

10. The terms, conditions and covenants set forth herein shall be binding upon, and accrue to the benefit of Grantor and Grantee, and each of their respective successors and assigns.

These presents to be binding on the heirs, executors, administrators, Grantees and assigns of the Grantor, and upon the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has duly executed this instrument this 4th day of September, A.D. 2015.

Estate of Louise Schade

By:

America L. McAlpin, Personal Representative



STATE OF INDIANA)

) SS.

COUNTY OF LAKE)

Personally appeared before me the undersigned, a Notary Public in and for said county and state, America L. McAlpin, Personal Representative, who acknowledged the execution of the foregoing instrument to be her voluntary act and deed.

WITNESS my hand and notarial seal this 4th day of September, 2015.

Print Name:

Phillip A. Webberg

(SEAL)

Notary Public

My Commission Expires

9/4/23

A Resident of Laurens County, IN

"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." Phillip A. Patrick

This instrument prepared by: Phillip A. Patrick, Land Agent

Return recorded document to: NIPSCO Real Estate, 801 E. 86th Avenue, 2nd FL, Merrillville, IN 46410

EXHIBIT "A"

LEGAL DESCRIPTION – LOUISE SCHADE

A PART OF THE WEST HALF (W1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 21, T36N, R9W OF THE SECOND PRINCIPAL MERIDIAN, COUNTY OF LAKE, STATE OF INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LAND DEEDED TO LOUISE SCHADE IN DOCUMENT 107603 DATED 6/21/90; THENCE SOUTH ALONG THE EAST LINE OF SAID SCHADE LAND A DISTANCE OF 73.4 FEET TO A POINT; THENCE SOUTHWESTWARDLY A DISTANCE OF 422.0 FEET TO A POINT WHICH IS 180.5 FEET WEST OF THE EAST LINE OF SAID SCHADE LAND; THENCE NORTHWESTWARDLY A DISTANCE OF 182.0 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID SCHADE LAND, SAID POINT BEING 454.3 FEET SOUTHWESTWARDLY OF THE NORTHEAST CORNER OF SAID SCHADE LAND; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID SCHADE LAND A DISTANCE OF 454.3 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

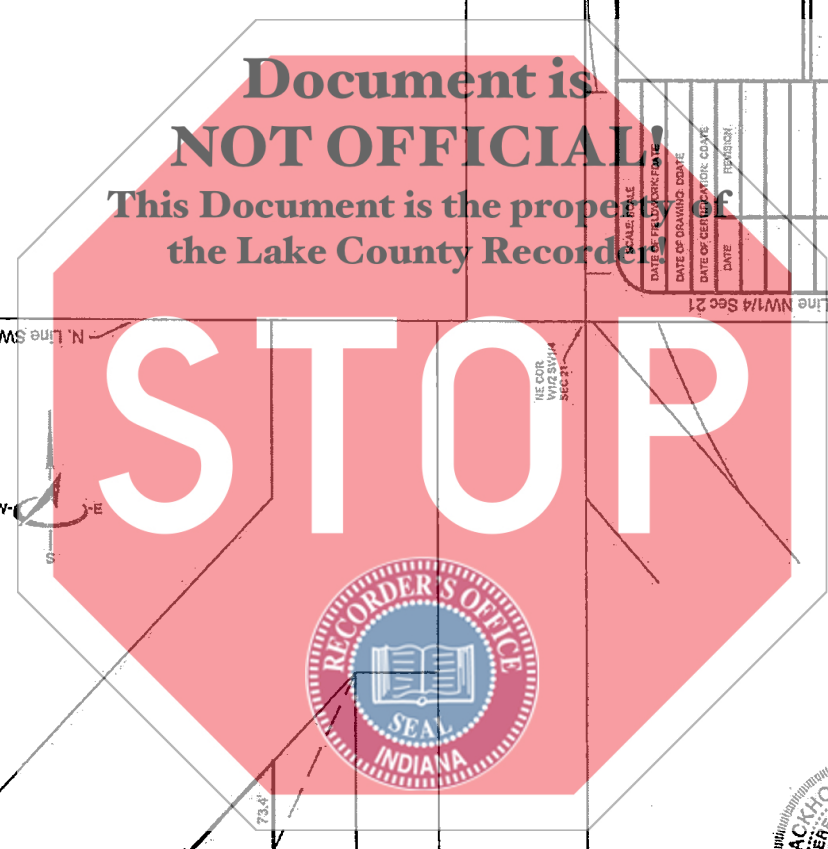
CONTAINING 1.10 ACRES OF LAND.

RE: DOC 107603, 6/21/90
(STATE PARCEL NUMBER: 45-07-21-302-006.000-026)



EXHIBIT "B"

Document is NOT OFFICIAL
 This Document is the property of the Lake County Recorder's Office



OWNER:
 LOUISE SCHADE
 DOC: 107603, 621/80
 4507E PARCELS NUMBER:
 45-0721-332-050-000-000

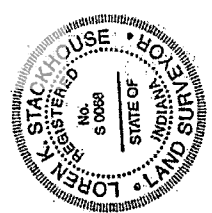
1.10 AC
 422.0'
 434.3'



N. Line SW1/4 Sec 21

E. Line W1/2 SW1/4 Sec 21

W. Line E1/2 NW1/4 Sec 21

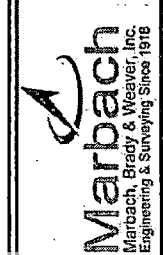


Loren K. Stackhouse
 LOREN K. STACKHOUSE PLS

DATE OF FIELDWORK	DATE OF DRAWING	DATE OF CERTIFICATE	DATE
CAD FILE:	JOB NUMBER:		
018-2016.dwg	JOB NUMBER:		
	DRAWN BY:		
	DRAWN BY:		

Sketch for
 Northern Indiana Public Service Company
 PL W1/2 Sec 21, T38N, R8W
 North Twp. Lake Co.
 HIGHLAND, INDIANA

3220 Southview Drive
 Elkhart, Indiana 46514
 (574) 266-1010
 Fax: (574) 262-3040
 info@marbachpls.com
 www.marbachpls.com



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