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2017 048339

LEASE  
Between The  
INDIANA DEPARTMENT OF TRANSPORTATION  
And  
ROBERT JENSEN

This Lease is entered into by and between the State of Indiana, acting by and through the Indiana Department of Transportation (hereinafter, "Lessor") and Robert Jensen of Lake County, Indiana (hereinafter, "Lessee"). The signatories for the Lessor and Lessee warrant and represent that they have been duly authorized to execute this Lease on behalf of the Lessor and Lessee, respectively.

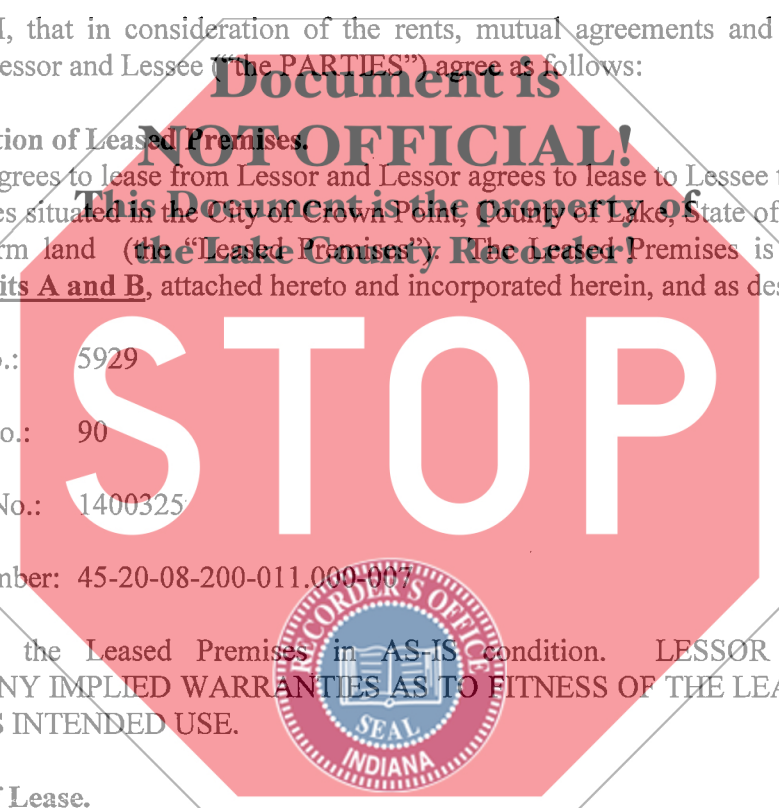
WITNESSETH, that in consideration of the rents, mutual agreements and covenants herein contained, the Lessor and Lessee ("the PARTIES") agree as follows:

1. **Description of Leased Premises.**  
Lessee agrees to lease from Lessor and Lessor agrees to lease to Lessee the ground surface of those premises situated in the City of Crown Point, County of Lake, State of Indiana, currently identified as farm land (the "Leased Premises"). The Leased Premises is more particularly shown in **Exhibits A and B**, attached hereto and incorporated herein, and as described below:

Code No.: 5929  
Parcel No.: 90  
Project No.: 1400325  
Key Number: 45-20-08-200-011.000-007

Lessee accepts the Leased Premises in AS-IS condition. LESSOR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES AS TO FITNESS OF THE LEASED PREMISES FOR LESSEE'S INTENDED USE.

2. **Term of Lease.**  
A. This Lease shall be effective for a period of not more than one (1) year. It shall commence on the 1<sup>st</sup> day of April, 2017, and end on or before the 31<sup>st</sup> day of March, 2018.  
B. Option for Renewal. Lessee may request to renew this Lease for one (1) additional term. The term and rent of the renewed Lease shall be the same term and rent as the original Lease. Lessee shall exercise the "Option for Renewal" by giving Lessor notice, in writing, at least thirty (30) days prior to the expiration of the then-current term of Lessee's intent to renew the Lease. Lessor retains the right to deny any request by Lessee to exercise the "Option for Renewal."



STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
2017 AUG 23 AM 9:11  
MICHAEL B. BROVINSKI  
RECORDER

NO SALES DISCLOSURE NEEDED

Approved Assessor's Office

By: TT

AMOUNT \$ 251.00  
CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK# 22588  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-CONF \_\_\_\_\_  
DEPUTY JAS

3. **Rent.**

The total agreed upon rental payment shall be Two Thousand One Hundred and Eighty Dollars (\$2,180.00). The rental payment will be due in two (2) installments, each installment in the amount of One Thousand and Ninety Dollars (\$1,090.00). The due dates for each rental installment shall be June 1, 2017, and November 1, 2017, respectively.

4. **Method of Payment.**

A. Rent shall be paid by certified check, cashier's check or money order, payable to **Indiana Department of Transportation, at the office of Real Estate, Property Management, Room 642N, Indiana Government Center North, 100 N. Senate Avenue, Indianapolis, IN 46204-2249.**

B. If the term of this Lease does not begin on the first day of a calendar month, or if this Lease does not terminate or is not terminated on the last day of a calendar month, then the rent for any period less than a calendar month will be prorated based upon the number of days in the partial month for which the lease is effective.

5. **Default by Lessee.**

A. If Lessee defaults in the payment of rent or defaults in the performance of any of the conditions in this Lease, Lessor shall give Lessee notice of such default. If Lessee does not cure any rental default within five (5) business days, or such other default within ten (10) days, or if Lessee makes an arrangement for the benefit of its creditors, or if a trustee or receiver is appointed for Lessee, or if a petition for bankruptcy or insolvency is filed by or against Lessee, or if Lessee is adjudicated a bankrupt or adjudged insolvent, then Lessor may terminate this Lease on not less than ten (10) days, and on the date specified in said notice, this Lease shall terminate and Lessee shall surrender the Leased Premises to Lessor, but Lessee shall remain liable as provided below.

B. Where Lessor has recovered possession of the Leased Premises by reason of Lessee's default, Lessor may cause the Leased Premises to be prepared for re-leasing, and may re-lease the Leased Premises, or any part thereof. Lessee shall remain liable for the cost of the expense of re-leasing and for damages equal to the rent due and owing under this Lease less any rent received as a result of re-leasing. In the event of such termination, Lessor shall have a lien to secure the payment and performance of all obligations by Lessee to be performed under this Lease on all personal property, fixtures and improvements that may be placed by Lessee on the Leased Premises.

6. **Permitted Use and Restrictions of Leased Premises.**

A. Lessee shall be permitted to grow corn, soybeans, beans, wheat or oats on the Leased Premises.

B. Lessee shall not permit wrecked or disabled vehicles to be parked or stored on the Leased Premises, shall not conduct automobile wrecking or salvage operations on the Leased Premises, shall not permit the storage or sale of gasoline or petroleum products on the Leased Premises, and shall not permit beverages to be brought onto or used at the Leased Premises.

C. Lessee shall not cause, allow, or permit any Hazardous Material (as that term is defined by any applicable federal, state or local law, statute, ordinance, rule or regulation) to be

brought upon, generated, manufactured, stored, handled, disposed of, or used at, on, about, or beneath the Leased Premises or any portion of the Leased Premises.

D. Lessor will dispose of any unauthorized or improperly posted material found at the Leased Premises, and will charge Lessee for any costs of cleanup or repair. Lessor or the State of Indiana may use any of its statutory powers to enforce these guidelines.

E. Lessee shall not cause, allow, or permit any materials, equipment, or motor vehicles on the Leased Premises which Lessor deems, in its sole discretion, may cause an increase in fire or any other hazard, or may impair the use, safety, security or appearance of, any adjoining or adjacent or elevated Interstate Highway or other public highway structure or appurtenances thereto.

F. Lessee shall take all necessary steps to maintain the Leased Premises in an orderly, clean, safe and sanitary condition.

G. Lessee shall use the Leased Premises only for the purpose of farming in the sowing, cultivating, harvesting of crops, or related agricultural activities.

H. Lessee agrees not to commit waste or damage to the land and to use due care to prevent others from doing so.

I. Lessee shall not post, prohibit, or in any way restrict fishing, hunting, trapping or related activities on the leased lands.

J. Lessee shall not participate in any Federal or State subsidy program related to agriculture with relation to this real estate, without the prior written approval of Lessor.

K. Any herbicides or pesticides to be used by Lessee on Leased Premises shall require approval prior to use by Lessor and shall be in accordance with Lessee's approved Chemical Application Plan ("Plan"), as shown in Exhibit C, attached herein. The Plan shall include the specific chemical to be applied, rate per acre of application, and total amount of chemical applied to the Leased Premises.

L. Lessee agrees to maintain any fences, ditches, waterways, and/or improvements in as good condition as they were when delivered to him. Any changes or improvements made to the land must have prior approval of the Lessor and will be at the expense of the Lessee, including but not limited to additions or repairs to existing drain tiles. Any such improvements so made by the Lessee shall revert to the Lessor without charge thereto at the expiration of this Lease.

M. Lessee shall comply with all federal and state laws and regulations that govern the use of the Leased Premises and this Lease. This Lease shall be interpreted in accordance with the laws of the State of Indiana.

#### 7. **Certificate of Insurance.**

At all times during this Lease, Lessee shall, at his sole cost and expense, provide comprehensive and general public liability insurance against claims for personal injury, death or property damage occurring in connection with Lessee's use and occupancy of the Leased Premises. Lessee shall include Lessor as an additional insured party on any comprehensive and general public liability insurance policy. The limits of such insurance shall not be less than One Million Dollars (\$1,000,000) combined single limit per occurrence.

8. **Right of Entry.**

Lessee acknowledges and agrees that the Lessor, its employees, agents, contractors, and the Federal Highway Administration, its employees, agents, and contractors, shall have the absolute and unfettered right to enter the Leased Premises throughout the term of this Lease for the purposes of inspection and for making repairs, performing maintenance, enforcing security, or doing any other act deemed necessary in order to repair, improve, support, maintain the premises or secure any adjoining or adjacent or interstate highway or other public highway structure or appurtenances thereto. Lessor, its employees, agents, contractors, and the Federal Highway Administration, its employees, agents, and contractors shall have the right to bring upon the Leased Premises, workmen and materials necessary to undertake such work, and shall have the right to remove from the Leased Premises any materials, equipment, or motor vehicles which are in violation of this Lease. Such entry may be undertaken with no notice to Lessee in the event of an emergency. Lessee shall, at Lessor's request, remove from the Leased Premises any and all materials, equipment, or motor vehicles necessary to permit such work or inspection.

9. **Mineral/Timber Rights.**

Lessor retains solely all rights to minerals and natural resources on described property. Lessee shall not cut trees, nor market any timber, sand or gravel. The sale of any trees, timber, sand or gravel shall be the sole right of the State of Indiana.

10. **Disposal of Leased Premises.**

Lessee acknowledges Lessor may dispose of the Leased Premises, through a real estate transaction, at a later date. If Lessor disposes of the Leased Premises, Lessee acknowledges the termination of this Lease will be immediate.

11. **Liens.**

Lessee agrees that he does not and shall not claim, at any time, any interest or estate of any kind or extent whatsoever in the premises, by virtue of this lease agreement or his occupancy or use hereunder, and hereby expressly waives any right thereto. Lessee may not mortgage or otherwise encumber the Leased Premises. Should any such encumbrance or mortgage be filed, Lessee shall discharge such lien within thirty (30) days of receipt of notice of the lien and provide Lessor with proof of such discharge.

12. **Assignment or Subletting.**

Lessee shall not transfer or assign this Lease, or sublet the Leased Premises, or any part thereof, or permit the use or occupancy of any part of the Leased Premises, by anyone other than Lessee, its officers, agents, or employees, without the prior written consent of Lessor, which consent may reasonably or unreasonably be withheld.

13. **Recording of Lease.**

If this Lease is for a term longer than three (3) years, Lessee shall record this Lease in its entirety in the county where the Leased Premises are located, within 45 days of the commencement, in conformance with IC 32-7-2-1.

14. **Entire Agreement: Modification.**



This Lease, upon complete execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Lease. This Lease may be modified at any time by a written agreement signed by Lessee and all necessary signatories of the Lessor.

**15. Abandonment of Leased Premises.**

Lessee understands and agrees that if it abandons the Leased Premises during the term of this Lease, Lessee shall not be relieved of its duties and obligations under this Lease. Lessor, however, promises that if Lessee fails to exercise its right to perform under this Lease, Lessor shall use reasonable efforts to re-let the Leased Premises and set off against rents due from Lessee any rent collected from others for their use of the Leased Premises. Nothing in this clause shall prevent Lessor or Lessee from negotiating a termination of this Lease.

**16. Expiration of Lease; Removal of Property.**

At the expiration of this Lease, the Lessee shall deliver to the Lessor, without notice, possession of the premises. Lessee shall remove all of its improvements, fixtures and other movable personal property, unless Lessor has agreed in writing that some or all of the improvements, fixtures or movable personal property may remain, and shall surrender possession of the Leased Premises to Lessor in the same condition as the Leased Premises was at the beginning of this Lease, ordinary wear and tear, and damage by the elements, excepted. Upon termination of this Lease, Lessee may be entitled to compensation, as determined and paid by Lessor, for crops remaining on the Leased Premises. In the event Lessee remains in possession of the Leased Premises after this Lease has expired or been terminated, the resulting tenancy shall be construed as a tenancy from month-to-month and monthly rental shall be One Hundred and Ten percent (110%) of the rent being paid at the time the holdover occurs.

**17. Early Termination.**

This agreement may be terminated by the State of Indiana upon thirty (30) days written notice to Lessee. Upon termination of this Lease, Lessee may be entitled to compensation, as determined and paid by Lessor, for crops remaining on the Leased Premises.

**18. Cancellation for Funding.**

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this lease, the lease shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**19. Non-Discrimination.**

A. This Lease is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Lease, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Lessee or any subcontractor.

Under IC 22-9-1-10 the Lessee covenants that it shall not discriminate against any employee or applicant for employment relating to this Lease with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, or status as a veteran.

- B. The Lessee understands that INDOT is a recipient of federal funds. Pursuant to that understanding, the Lessee agrees that if the Lessee employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the Lessee will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The Lessee shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Lease.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and Regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, religion, disability, income status, limited English proficiency, or status as a veteran.)

- C. During the performance of this Lease, the Lessee, for itself, its assignees and successors in interest (hereinafter referred to as the "Lessee") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:

(1). Compliance with Regulations. The Lessee shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Lease.

(2). Nondiscrimination: The Lessee, with regard to the work performed by it during the Lease, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Lessee shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Lease covers a program set forth in Appendix B of the Regulations.

(3). Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Lessee for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Lessee of the Lessee's obligations under this Lease, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.

(4). Information and Reports: The Lessee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Lessee is in the exclusive possession of another who fails or refuses to furnish this information, the Lessee shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5). Sanctions for Noncompliance: In the event of the Lessee's noncompliance with the nondiscrimination provisions of this Lease, the Indiana Department of Transportation shall impose such sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the Lessee under the Lease until the Lessee complies, and/or (b) cancellation, termination or suspension of the Lease, in whole or in part.

(6). Incorporation of Provisions: The Lessee shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Lessee shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the Lessee becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Lessee may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the Lessee may request the United States of America to enter into such litigation to protect the interests of the United States of America.

20. **Payments; Direct Deposit.**

If applicable, payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Lessor in writing unless a specific waiver has been obtained from



the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Lease except as permitted by IC 4-13-2-20.

**21. Drug-Free Workplace Certification.**

The Lessee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Lessee will give written notice to the Lessor and the Department of Administration within ten (10) days after receiving actual notice that Lessee or an employee of the Lessee has been convicted of a criminal drug violation occurring in the Leased Premises.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of lease payments, termination of this Lease, and/or debarment of leasing opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total lease amount set forth in this Lease is in excess of \$25,000.00, Lessee hereby further agrees that this agreement is expressly subject to the terms, conditions, and representations of the following certification: This certification is required by Executive Order No. 9045, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all leases with and grants from the State of Indiana in excess of \$25,000.00. No award of a lease shall be made, and no lease, purchase order, or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Lessee and made a part of this Lease.

The Lessee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Lessee's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Lessee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph A above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Lessee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the Lessor and the Department of Administration within ten (10) days after receiving notice from an employee under subdivision C (2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision C (2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate



personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

- F. Making a good faith effort to maintain a drug-free workplace through the implementation of sub-paragraphs A through E above.

**22. Compliance with Telephone Solicitations Act.**

As required by IC 5-22-3-7:

(1) the Lessee and any principals of the Lessee certify that (A) the Lessee, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Lessee will not violate the terms of IC 24-4.7 for the duration of the Lease, even if IC 24-4.7 is preempted by federal law.

(2) the Lessee and any principals of the Lessee certify that an affiliate or principal of the Lessee and any agent acting on behalf of the Lessee or on behalf of an affiliate or principal of the Lessee: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Lease, even if IC 24-4.7 is preempted by federal law.

**23. Ethics Compliance.**

The Lessee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq. and § 4-2-7 the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Lessee is not familiar with these ethical requirements, the Lessee should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ig/commission.html>. If the Lessee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Lease immediately upon notice to the Lessee. In addition, the Lessee may be subject to penalties under Indiana Code § 4-2-6-12 and § 4-2-7.

**24. Indemnification.**

Lessee agrees to indemnify, defend and hold harmless the State of Indiana, INDOT, and the Federal Highway Administration, as well as its agents, officers, and employees from all claims and suits caused by any act or omission of the Lessee and/or subcontractors, their respective agents, officers, servants and employees. Such claims and suits include, but are not limited to the loss of or damage to property, including the loss of use thereof, and injuries to or death of persons, officers, or agents, and/or employees of the Lessee or its subcontractors, and from all judgments recovered therefrom, and from expenses in defending said claims or suits, including court costs, attorney's fees, and other expenses.

25. **Conflict of Interest.**

A. As used in this paragraph:

"Immediate family" means the spouse and the unemancipated children of an individual.

"Interested party" means:

1. The individual executing this lease;
2. An individual who has an interest of three percent (3%) or more of Lessee, if Lessee is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Department" means the Indiana Department of Administration.

"Commission" means the State Ethics Commission.

- Document is NOT OFFICIAL! This Document is the property of the Lake County Recorder!**
- STOP**
- REPUBLICAN COUNTY CLERK**
- B. The Department may cancel this lease without recourse by Lessee if any interested party is an employee of the State of Indiana.
  - C. The Department will not exercise its right of cancellation under subparagraph B above if Lessee gives the Department an opinion by the Commission indicating that the existence of this Lease and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees. The Department may take action, including cancellation of this lease consistent with an opinion of the Commission obtained under this section.
  - D. Lessee has an affirmative obligation under this Lease to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this subparagraph extends only to those facts which Lessee knows or reasonably could know.

26. **Disputes.**

- A. Should any disputes arise with respect to this Lease, Lessor and Lessee agree to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.
- B. Lessee agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this lease that are not affected by the dispute. Should the Lessee fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by Lessee or Lessor as a result of such failure to proceed shall be borne by Lessee and Lessee shall make no claim against Lessor for such costs. If

the Lessee and Lessor cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of said dispute then the following procedure shall apply:

The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Lessor and Lessee within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute shall be submitted to an Indiana court of competent jurisdiction.



**27. Force Majeure.**

In the event that either party is unable to perform any of its obligations under this Lease, or to enjoy any of its benefits, because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Lease shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Lease.

**28. No Waiver.**

No waiver of any condition or covenant of this Lease or failure to exercise a remedy by either Lessor or Lessee shall be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, or remedy.

**29. Notice.**

All notices required to be given under this Lease will be made in writing and will be sent by registered or certified mail to the parties, as follows:

Lessor: Indiana Department of Transportation  
Attn: Deputy Commissioner for Engineering and Asset Management  
100 N. Senate Avenue, Room N758  
Indianapolis, IN 46204-2216



With a copy to:

Chief Legal Counsel/Deputy Commissioner  
Indiana Department of Transportation  
100 N. Senate Avenue, Room N758  
Indianapolis, IN 46204-2216

Lessee:

Robert Jensen  
16709 Holtz Road  
Lowell, IN 46356

Copy to:

Indiana Department of Administration  
Leasing Section  
402 W. Washington Street, Rm. W479  
Indianapolis, IN 46204



**Non-Collusion and Acceptance**

The undersigned attests under penalties of perjury that he/she is the Lessee, or that he/she is the representative, agent, member, or officer of the Lessee, that he/she has not, nor has any other member, employee, representative, agent or officer of the Lessee directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Lease other than that which appears upon the face of the Lease.

All agreements, conditions and undertakings herein contained shall extend to and be binding on the representatives, heirs, executors, administrators, successors and assigns of the Lessee as if

they were in all cases named.

**FOR LESSEE:**

*Robert Jensen*  
Robert Jensen

Date: 4/5/17

State of Indiana )

County of Lake )

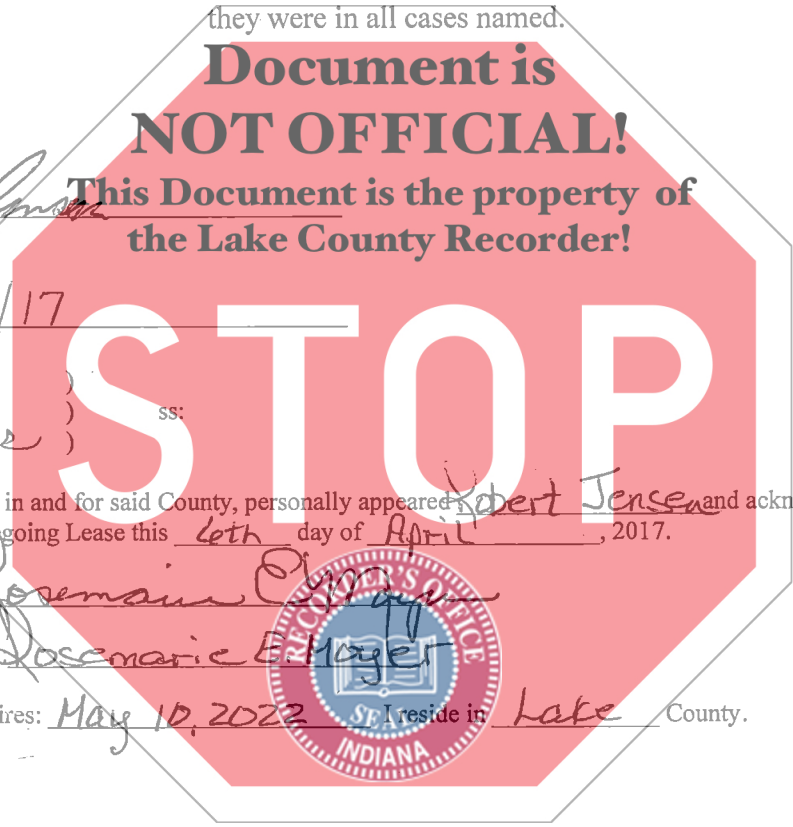
ss:

Before me, a Notary in and for said County, personally appeared Robert Jensen and acknowledged execution of the foregoing Lease this 6th day of April, 2017.

Notary signature: *Rosemarie E. Mayer*

Notary name printed Rosemarie E. Mayer

My commission expires: May 10, 2022 I reside in Lake County.



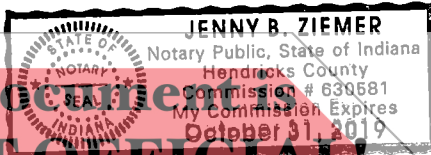
**FOR LESSOR:**

**Indiana Department of Transportation**

*Shewell* (for)  
Joseph McGuinness, Commissioner

Date: 4/18/17

State of Indiana )  
                                  )  
County of Marion )



Before me, a Notary in and for said County, personally appeared Trevor Mills and acknowledged execution of the foregoing Lease this 18th day of April, 2017.

Notary signature: *Jenny B. Ziemer*

Notary name printed: Jenny B. Ziemer

My commission expires: 10/31/19 I reside in Hendricks County.





**State of Indiana Approvals:**

**State Budget Agency**

Caray Sharp (for)  
Jason D. Duddh, Director

Date: 5/18/17

**Department of Administration**

[Signature] (for)  
Jessica Robertson, Commissioner

Date: 05.08.2017

Approved as to Form and Legality:

[Signature] (for)  
Curtis T. Hill, Jr.  
Attorney General of Indiana

Date: 5/22/2017



This Instrument was prepared by an attorney. I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

[Signature]  
Laura A. Turner, INDOT Attorney  
Attorney No.: 28350-41  
INDOT, 100 N. Senate Avenue  
Indianapolis, IN 46204  
317-233-5744

**EXHIBIT "A"**

Project: 1400325  
Code: 5929  
Parcel 90 – Farm Lease  
Key Number: 45-20-08-200-011.000-007

Sheet 1 of 2

A part of the Northeast Quarter of the Southeast Quarter of Section 8, Township 33 North, Range 8 West, Lake County, Indiana, and being that part of the grantors' land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat, marked EXHIBIT "B", described as follows: Beginning at the southeast corner of said quarter-quarter section, said southeast corner being designated as point "671" on said plat; thence North 89 degrees 58 minutes 53 seconds West 44.91 feet along the south line of said quarter-quarter section to the southeast corner of the tract of land described in Instrument Number 2002-006357; thence North 1 degree 25 minutes 09 seconds West 415.04 feet along the east line of said tract to the northeast corner of said tract designated as point "2670" on said plat; thence South 89 degrees 59 minutes 15 seconds West 490.00 feet along the north line of said tract to the northwest corner of said tract designated as point "2669" on said plat; thence South 78 degrees 34 minutes 23 seconds West 416.97 feet to point "2668" designated on said plat; thence South 76 degrees 51 minutes 20 seconds West 263.07 feet to point "2667" designated on said plat; thence South 76 degrees 19 minutes 33 seconds West 117.42 feet to the west line of said quarter-quarter section; thence North 1 degree 33 minutes 17 seconds West 458.09 feet along said west line; thence North 65 degrees 00 minutes 19 seconds East 180.72 feet to point "2648" designated on said plat; thence North 61 degrees 32 minutes 55 seconds East 123.04 feet to the west line of the 5.000-acre tract of land described in Instrument Number 1973-192366; thence South 1 degree 25 minutes 09 seconds East 111.21 feet along said west line to the southwest corner of said 5.000-acre tract; thence South 89 degrees 58 minutes 53 seconds East 1,043.88 feet along the south line of said 5.000-acre tract to the east line of said section; thence South 1 degree 25 minutes 09 seconds East 726.23 feet along said east line to the point of beginning and containing 11.584 acres, more or less.

**EXCEPTING THEREFROM:** A part of the Northeast Quarter of the Southeast Quarter of Section 8, Township 33 North, Range 8 West, Lake County, Indiana, and being that part of the grantors' land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat, marked

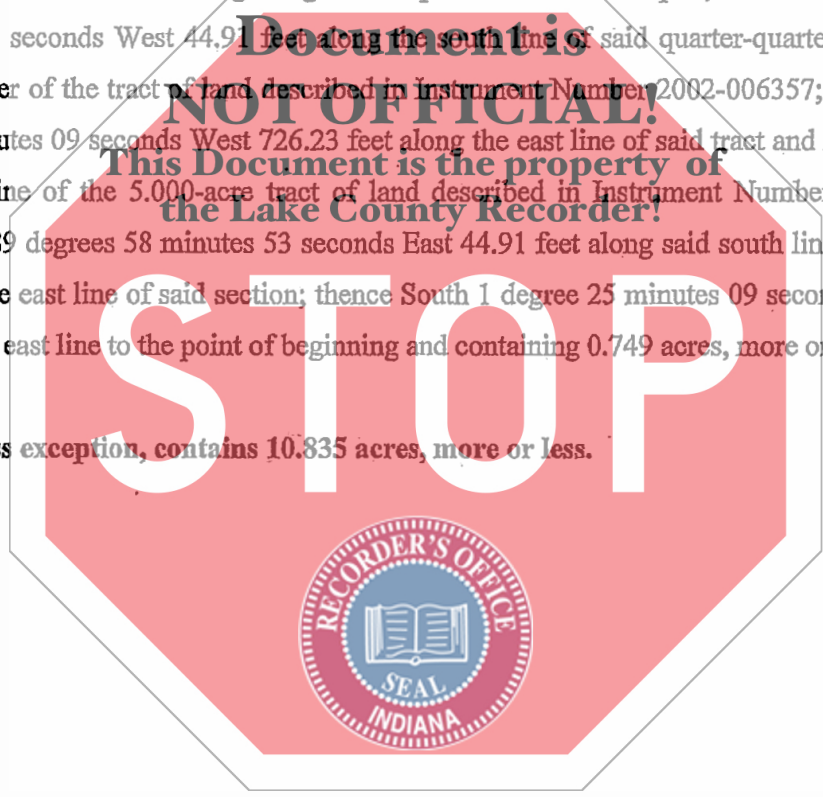
**EXHIBIT "A"**

Project: 1400325  
Code: 5929  
Parcel 90 – Farm Lease (continued)  
Key Number: 45-20-08-200-011.000-007

Sheet 2 of 2

EXHIBIT "B", described as follows: Beginning at the southeast corner of said quarter-quarter section, said southeast corner being designated as point "671" on said plat; thence North 89 degrees 58 minutes 53 seconds West 44.91 feet along the south line of said quarter-quarter section to the southeast corner of the tract of land described in Instrument Number 2002-006357; thence North 1 degree 25 minutes 09 seconds West 726.23 feet along the east line of said tract and its prolongation to the south line of the 5.000-acre tract of land described in Instrument Number 1973-192366; thence South 89 degrees 58 minutes 53 seconds East 44.91 feet along said south line of said 5.000-acre tract to the east line of said section; thence South 1 degree 25 minutes 09 seconds East 726.23 feet along said east line to the point of beginning and containing 0.749 acres, more or less.

**Total area, less exception, contains 10.835 acres, more or less.**





**EXHIBIT "A"**

Project: 1400325  
Code: 5929  
Parcel 90A – Farm Lease  
Key Number: 45-20-08-200-011.000-007

Sheet 1 of 2

A part of the Northeast Quarter of the Southeast Quarter and a part of the Southeast Quarter of the Northeast Quarter of Section 8, Township 33 North, Range 8 West, Lake County, Indiana, and being that part of the grantors' land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat, marked EXHIBIT "B", described as follows: Beginning at a point on the east line of said section North 1 degree 25 minutes 09 seconds West 935.00 feet from the southeast corner of said Northeast Quarter of said Southeast Quarter, said southeast corner being designated as point "671" on said plat, which point of beginning is the northeast corner of the 5,000-acre tract of land described in Instrument Number 1973-192366; thence North 89 degrees 58 minutes 53 seconds West 836.10 feet along the north line of said 5,000-acre tract; thence North 66 degrees 55 minutes 38 seconds East 270.57 feet to point "2646" designated on said plat; thence North 76 degrees 53 minutes 41 seconds East 420.75 feet to point "2645" designated on said plat; thence North 1 degree 41 minutes 26 seconds West 512.17 feet to point "2644" designated on said plat; thence North 17 degrees 48 minutes 39 seconds East 365.27 feet to point "2643" designated on said plat; thence North 88 degrees 37 minutes 55 seconds East 54.44 feet to the east line of said section; thence South 1 degree 25 minutes 09 seconds East 1,063.06 feet along said east line to the point of beginning and containing 5.517 acres, more or less.

**EXCEPTING THEREFROM:** A part of the Northeast Quarter of the Southeast Quarter and a part of the Southeast Quarter of the Northeast Quarter of Section 8, Township 33 North, Range 8 West, Lake County, Indiana, and being that part of the grantors' land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat, marked EXHIBIT "B", described as follows: Beginning at a point on the east line of said section North 1 degree 25 minutes 09 seconds West 935.00 feet from the southeast corner of said Northeast Quarter of said Southeast Quarter, said southeast corner being designated as point "671" on said plat, which point of

**EXHIBIT "A"**

Project: 1400325

Sheet 2 of 2

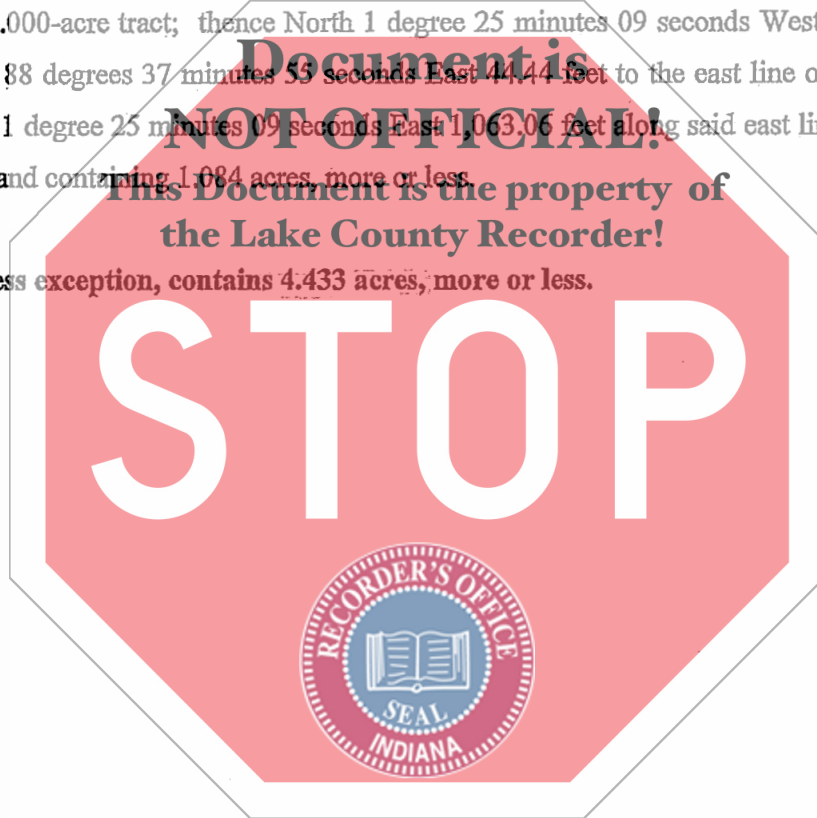
Code: 5929

Parcel 90A – Farm Lease (continued)

Key Number: 45-20-08-200-011.000-007

beginning is the northeast corner of the 5.000-acre tract of land described in Instrument Number 1973-192366; thence North 89 degrees 58 minutes 53 seconds West 44.46 feet along the north line of said 5.000-acre tract; thence North 1 degree 25 minutes 09 seconds West 1061.98 feet; thence North 88 degrees 37 minutes 53 seconds East 44.44 feet to the east line of said section; thence South 1 degree 25 minutes 09 seconds East 1,063.06 feet along said east line to the point of beginning and containing 1.084 acres, more or less.

**Total area, less exception, contains 4.433 acres, more or less.**



**EXHIBIT "A"**

Project: 1400325  
Code: 5929  
Parcel 90B – Excess Land  
Key Number: 45-20-08-200-011.000-007

Sheet 1 of 1

A part of the Northeast Quarter of the Southeast Quarter of Section 8, Township 33 North, Range 8 West, Lake County, Indiana, and being that part of the grantors' land lying outside the right-of-way lines depicted on the attached Right-of-Way Parcel Plat, marked EXHIBIT "B", described as follows: Beginning at a point on the south line of said quarter-quarter section North 89 degrees 58 minutes 53 seconds West 534.92 feet from the southeast corner of said quarter-quarter section, said southeast corner being designated as point "671" on said plat, which point of beginning is the southwest corner of the tract of land described in 2002-006357; thence North 89 degrees 58 minutes 53 seconds West 782.62 feet along said south line to the southwest corner of said quarter-quarter section; thence North 1 degree 33 minutes 17 seconds West 244.29 feet along the west line of said quarter-quarter section; thence North 76 degrees 19 minutes 33 seconds East 117.42 feet to point "2667" designated on said plat; thence North 76 degrees 51 minutes 20 seconds East 263.07 feet to point "2668" designated on said plat; thence North 78 degrees 34 minutes 23 seconds East 416.97 feet to the northwest corner of said tract of land described in Instrument Number 2002-006357, said northwest corner being designated as point "2669" on said plat; thence South 1 degree 25 minutes 10 seconds East 414.77 (415.00 feet by said Instrument Number 2002-006357) along the west line of said tract to the point of beginning and containing 5.984 acres, more or less.



**EXHIBIT "A"**

Project: 1400325

Sheet 1 of 2

Code: 5929

Parcel 90C – Farm Lease

Key Number: 45-20-08-400-002.000-007

A part of the Northeast Quarter of the Southeast Quarter of Section 8, Township 33 North, Range 8 West, Lake County, Indiana, and being that part of the grantors' land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat, marked EXHIBIT "B", described as follows: Beginning at a point on the east line of said section North 1 degree 25 minutes 09 seconds West 726.23 feet from the southeast corner of said quarter-quarter section, said southeast corner being designated as point "671" on said plat, which point of beginning is the southeast corner of the 5.000-acre tract of land described in Instrument Number 1973-192366; thence North 89 degrees 58 minutes 53 seconds West 1,043.88 feet along the south line of said 5.000-acre tract to the southwest corner of said 5.000-acre tract; thence North 1 degree 25 minutes 09 seconds West 111.21 feet along the west line of said 5.000-acre tract; thence North 61 degrees 32 minutes 55 seconds East 98.00 feet to point "2647" designated on said plat; thence North 66 degrees 55 minutes 38 seconds East 129.57 feet to the north line of said 5.000-acre tract; thence South 89 degrees 58 minutes 53 seconds East 836.10 feet along said north line to the east line of said section; thence South 1 degree 25 minutes 09 seconds East 208.78 feet along said east line to the point of beginning and containing 4.783 acres, more or less.

**EXCEPTING THEREFROM:** A part of the Northeast Quarter of the Southeast Quarter of Section 8, Township 33 North, Range 8 West, Lake County, Indiana, and being that part of the grantors' land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat, marked EXHIBIT "B", described as follows: Beginning at a point on the east line of said section North 1 degree 25 minutes 09 seconds West 726.23 feet from the southeast corner of said quarter-quarter section, said southeast corner being designated as point "671" on said plat, which point of beginning is the southeast corner of the 5.000-acre tract of land described in Instrument Number 1973-192366; thence North 89 degrees 58 minutes 53 seconds West 310.00 feet along the south line of said 5.000-acre tract; thence North 1 degree 25 minutes 09 seconds West 208.78 feet to the north line of said 5.000-acre tract; thence South 89 degrees 58 minutes 53 seconds East 310.00

**EXHIBIT "A"**

Sheet 2 of 2

Project: 1400325  
Code: 5929  
Parcel 90C – Farm Lease (continued)  
Key Number: 45-20-08-400-002.000-007

feet along said north line to the east line of said section; thence South 1 degree 25 minutes 09 seconds East 208.78 feet along said east line to the point of beginning and containing 1.486 acres, more or less.

Total area, less exception, contains ~~3.297~~ acres, more or less.



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