

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2019 055060

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MICHAEL B. BROWN  
RECORDER

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
Northern Indiana Public Service Company LLC  
Attn: Suzanne Kizior  
801 E 86<sup>th</sup> Avenue  
Merrillville, IN 46410

**CROSS-REFERENCE:** In accordance with Indiana Code § 32-23-2-5(a), the easement described below burdens the real estate acquired by Quit Claim Deed dated November 15, 1996, and recorded in the Office of the Recorder for Lake County, Indiana, as Document No. 96078999, on November 27, 1996.

Document is

**NOT OFFICIAL!**

EASEMENT FOR GAS FACILITIES EASEMENT # 40636-035PE

This Document is the property of  
the Lake County Recorder!

THIS EASEMENT FOR GAS FACILITIES (this "Easement") is granted this July 25, 2019, by G. Rose Corp., an Indiana corporation, whose address is 4505 Willow Rd., Gary, IN 46405 ("Grantor") in favor of Northern Indiana Public Service Company LLC, an Indiana limited liability company, with its principal place of business located at 801 E. 86<sup>th</sup> Avenue, Merrillville, Indiana 46410 ("Grantee").



WITNESSETH

In consideration of \$10.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee an easement for the exclusive right to perform the following under, upon, on, over, across and through Grantor's property located in Lake County, Indiana (the "Premises"), subject only to those easements of record described on Exhibit C attached hereto and incorporated herein:

1. construct, install, operate, maintain, replace (within the Easement Area as defined below), repair, renew, alter the size of, and remove or abandon (in place) one or more pipelines, gas mains, underground ducts and conduits, underground wires, cables, conductors, manholes, pull boxes, pads for transformers with transformers located thereon, markers and test terminals and other appurtenances and equipment, together with valves, service lines, service connections and lateral connections installed for transporting gas with associated fluids, or other substances that can be transported through pipelines, and appurtenant facilities including, but not limited to, cathodic protection, hydrate removal systems and data acquisition facilities (collectively, the "NIPSCO Facilities");

2. construct, operate, maintain, replace, repair, alter the size of, and remove or abandon underground communication systems for the transmission of video, data and voice communications, with appurtenant facilities, including, without limitation, conduits, cables, equipment, splicing boxes, wires,

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LAKE COUNTY AUDITOR

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cathodic protection, and fiber optics cable;

3. perform pre-construction work;
4. ingress to and egress from the Easement Area by means of existing or future roads and other reasonable routes on the Premises and on Grantor's adjoining lands;
5. exercise all other rights necessary or convenient for the full use and enjoyment of the rights herein granted, including the right from time to time to: (a) clear the Easement Area of all obstructions and (b) clear, cut, trim and remove any and all vegetation, trees, undergrowth and brush and overhanging branches from the Easement Area by various means, including the use of herbicides approved by the State of Indiana or the United States Environmental Protection Agency (or successor-in-duty).

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the Lake County Recorder!**

The NIPSCO Facilities are to be located within the limits of the permanent right of way further described on Exhibit A attached hereto and incorporated herein (the "Easement Area"). The Easement Area is shown on Exhibit B attached hereto and incorporated herein.

The Grantor may use and enjoy the Easement Area, to the extent such use and enjoyment does not interfere with Grantee's rights under this Easement. Grantor shall not construct or permit to be constructed or place any structure, including but not limited to, mobile homes, unapproved fences, dwellings, garages, out-buildings, pools, decks, man-made bodies of water, trees, shrubbery, leach beds, septic tanks, paved or gravel roads or paved or gravel passageways or trails on or over the Easement Area, or any other obstructions on or over Easement Area that will, in any way, interfere with the construction, maintenance, operation, replacement, or repair of the NIPSCO Facilities or appurtenances constructed under this Easement. Grantor will not change the depth of cover or conduct grading operations within the Easement Area. Grantor will not engage in, and will not permit, the dumping of refuse or waste, or the storage of any materials of any kind. Grantor will not engage in, and will not permit, the operation of any heavy machinery or equipment over the Easement Area. Grantor will not cause, and will not permit any third parties to cause, the Easement Area to be covered by standing water, except in the course of normal seasonal irrigation.

The Grantee will replace and restore the area disturbed by the laying, construction, operation, replacement, and maintenance of any NIPSCO Facilities to as near as practical to its original condition, except as provided herein.

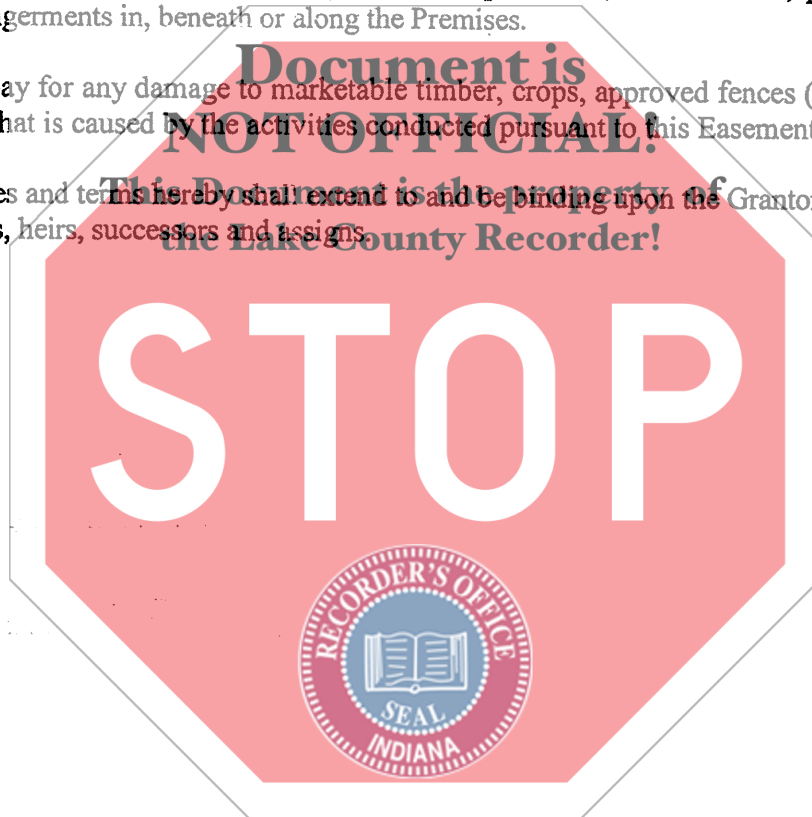
With regard to the Easement Area, Grantor will assume all risk, liability, loss, cost, damage, or expense for any and all pollutants, contaminants, petroleum, hazardous substances and endangerments on or under the Premises, except those which result from Grantee's use of and activities on the Premises. Grantee will give Grantor written notice of any claim, demand, suit or action arising from any pollutants, contaminants,

petroleum, hazardous substances and endangerments on or under the Premises within ten (10) business days from the date that Grantee becomes aware of such claim, demand, suit or action.

Grantor and Grantee agree that, except to the extent caused by the acts or omissions of the Grantee or its representatives and contractors, the Grantee shall not be liable for, and is hereby released from, any and all claims, damages, losses, judgments, suits, actions and liabilities, whether arising during, prior to or subsequent to the term of this Easement, related to the presence of pollutants, contaminants, petroleum, hazardous substances or endangerments in, beneath or along the Premises.

Grantee agrees to pay for any damage to marketable timber, crops, approved fences (if any) and approved tile drains (if any) that is caused by the activities conducted pursuant to this Easement.

The rights, privileges and terms hereby shall extend to and be binding upon the Grantor and the Grantee and their representatives, heirs, successors and assigns.



25<sup>th</sup> IN WITNESS WHEREOF, the Grantor has duly executed this Easement for Gas Facilities this day of July, 2019.

G. Rose Corp., an Indiana corporation

By: Sylvia J. Sink

Name: Sylvia J Sink

Title: Secretary

STATE OF Indiana

COUNTY OF LAKE



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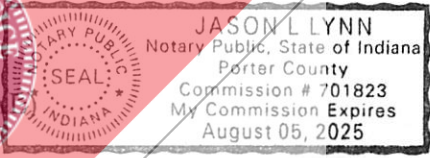
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BE IT REMEMBERED that on this 25 day of July, 2019, before me, a Notary Public in and for said county and state aforesaid, personally appeared Sylvia J. Sink, Secretary of G. Rose Corp., and acknowledged the execution of the foregoing instrument in behalf of G. Rose Corp., as the voluntary act and deed of G. Rose Corp., for the uses and purposes set forth.

WITNESS my hand and notarial seal the day and year first above written.

Print Name Jason L. Lynn  
Notary Public

Sign Name [Signature]  
Notary Public



My Commission Expires 8-5-2025 A Resident of Porter County, Indiana

I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. André Wright

Prepared by André Wright

# EXHIBIT "A"

## Easement Description

A strip of land in Section 24, Township 36 North, Range 8 West, Hobart Township, Lake County, State of Indiana, and being that part of the Grantor's land lying within the easement lines depicted on the attached Easement Parcel Plat marked Exhibit "B" described as follows:

A strip of land in the Northwest Quarter (NW1/4) of said Section 24, said strip of land being 50 feet wide and lying 25 feet wide on each side of a centerline and said centerline produced, said centerline being described as follows:

Beginning at a point on the Grantor's Northwesterly line marked by Point "16" designated on said Plat, said point being North 66°51'34" East a distance of 187.01 feet and North 62°31'05 East a distance of 260.06 feet from Point "10600" designated on said Plat; thence South 89°54'30" East a distance of 216.04 feet to a point on the Grantor's Southeasterly line marked by Point "17" designated on said Plat; thence continuing South 89°54'30" East a distance of 18.26 feet to Point "18" designated on said Plat; thence South 69°54'30" East a distance of 238.73 feet to a point on the East line of aforesaid Northwest Quarter (NW1/4) marked by Point "19" designated on said Plat, said point being North 0°36'38" West a distance of 117.77 feet from Point "10414" designated on said Plat.

Containing 0.246 of an Acre of Land.

STATE ID: 45-08-24-253-002.000-020

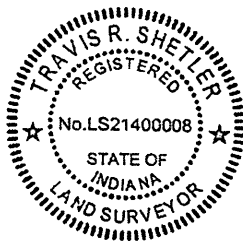
### SURVEYOR'S STATEMENT

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT, TOGETHER WITH THE "LOCATION CONTROL SURVEY" RECORDED IN DOCUMENT NO. 2018-032522 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, (INCORPORATED AND MADE A PART HEREOF BY REFERENCE) COMPRISE A ROUTE SURVEY EXECUTED IN ACCORDANCE WITH INDIANA ADMINISTRATIVE CODE 865 IAC 7-12 ("RULE 12").

THIS PLAT WAS PREPARED USING INFORMATION OBTAINED FROM THE COUNTY RECORDS. IT DOES NOT REPRESENT A SURVEY OF THE OWNER'S PROPERTY. DIMENSIONS SHOWN ALONG THE EXISTING PROPERTY LINES ARE TAKEN FROM THE LISTED RECORD DOCUMENTS.

IT IS INTENDED THAT THE MONUMENTS AND COORDINATE VALUES SHOWN ON THESE EXHIBITS AND THE SAID "LOCATION CONTROL SURVEY" BE USED AS THE BASIS FOR LOCATING THE EASEMENT LINES SHOWN HEREON.

  
8-24-2018  
TRAVIS R. SHETLER, PS #LS21400008



**EASEMENT PARCEL PLAT**  
FOR NIPSCO PARCEL 40636-035.00  
PART OF THE NW 1/4 SEC. 24, T36N, R8W,  
HOBART TOWNSHIP, LAKE COUNTY  
INDIANA

AUTOCAD FILE: 0054-2018 Lake County Parcel Plats.dwg

JOB NUMBER  
0054-2018

SCALE:  
NONE

DRAWN BY  
AKM

  
**Marbach**  
Marbach, Brady & Weaver, Inc.  
Engineering & Surveying Since 1918

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

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SHEET 1 OF 2

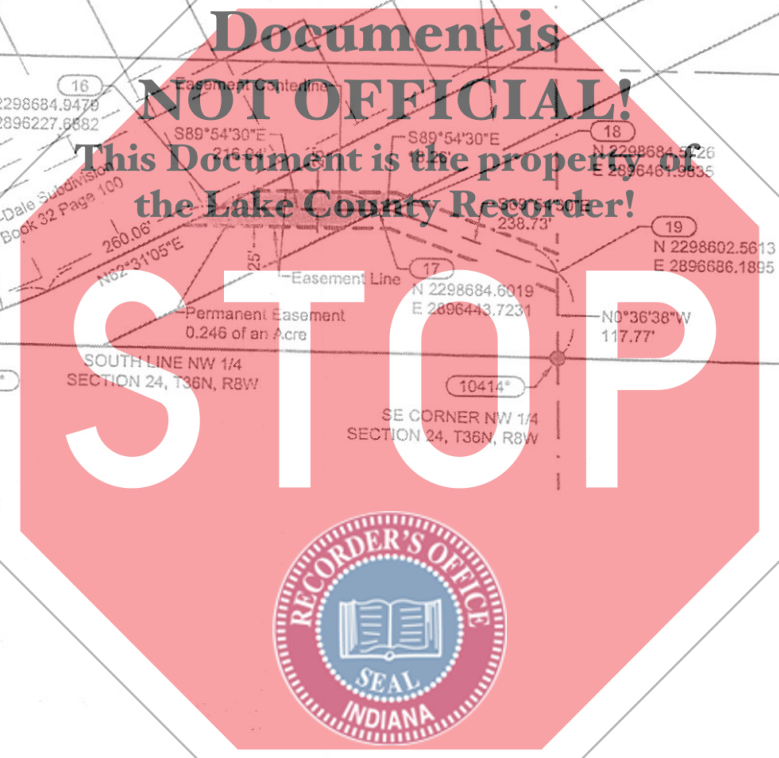
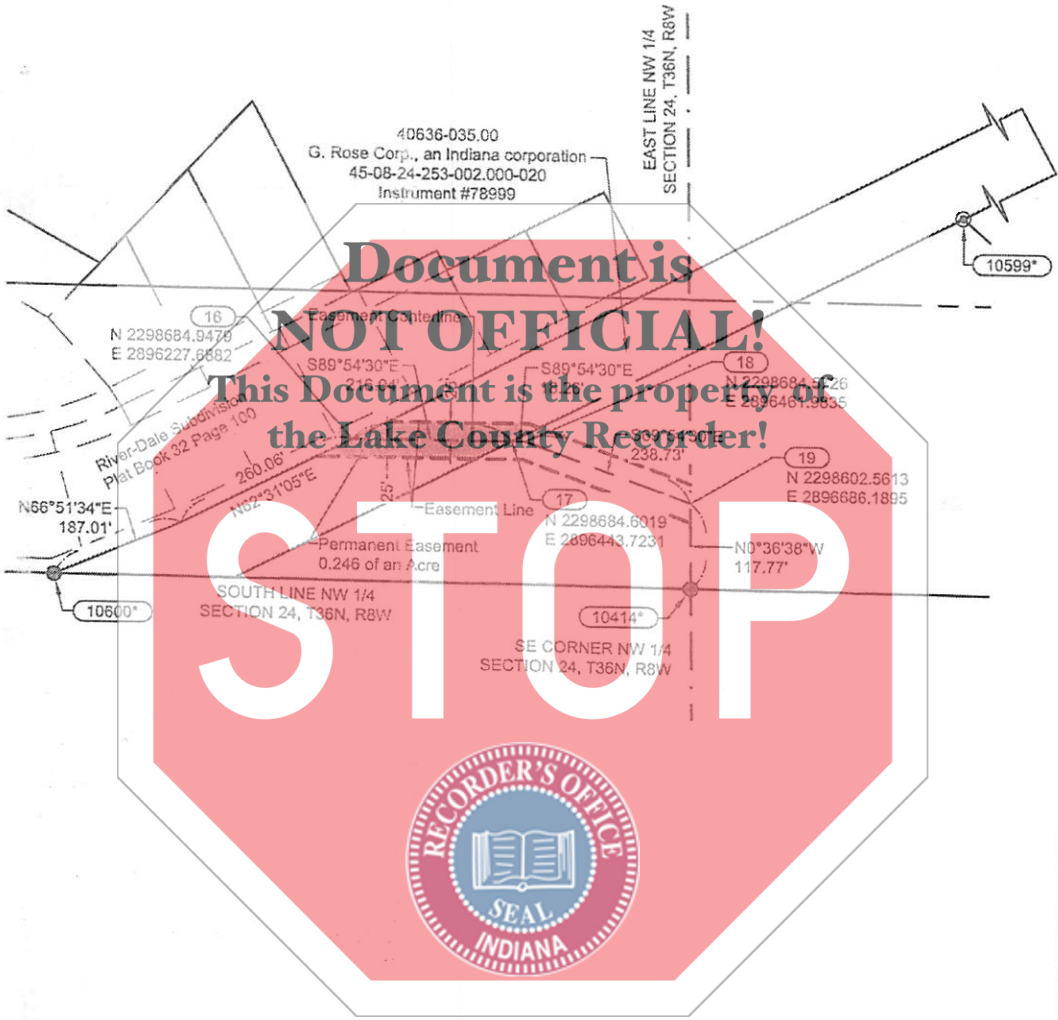
DRAWING NO.  
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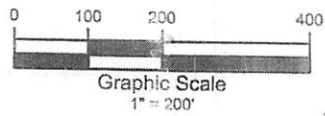
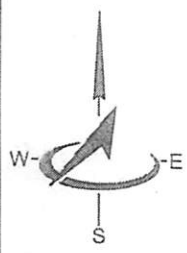
EXHIBIT "B"



File Name: Z:\018\0054-2018\Draw\0054-2018 Lake County Parcel Plats.dwg

Last Saved: Friday, August 24, 2018 2:43 PM

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\* SEE LOCATION CONTROL SURVEY FOR ADDITIONAL INFORMATION INCLUDING THE COORDINATE SYSTEM USED

**EASEMENT PARCEL PLAT**  
 FOR NIPSCO PARCEL 40636-035.00  
 PART OF THE NW 1/4 SEC. 24, T36N, R8W,  
 HOBART TOWNSHIP, LAKE COUNTY  
 INDIANA

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| AUTOCAD FILE: 0054-2018 Lake County Parcel Plats.dwg | JOB NUMBER<br>0054-2018 | SCALE:<br>1" = 200' | DRAWN BY<br>AKM |
|--|-------------------------|---------------------|-----------------|

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SHEET 2 OF 2

DRAWING NO.  
L-41547

Exhibit C

A list of all rights of way, easements and servitude's burdening the Easement Area identified in the title evidence provided to NIPSCO by Meridian Title, in File Number 18-2752.

Subject to all legal highways and rights of way.

Possible Rights of Way for legal drains and ditches, feeders and laterals, if any, and all rights therein.

