

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2019 055061

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MICHAEL B. BROWN  
RECORDER

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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.

**TEMPORARY CONSTRUCTION WORKSPACE EASEMENT**

**Document is NOT OFFICIAL!**  
This Document is the property of  
the Lake County Recorder!  
NIPSCO EASEMENT # 40636-035TE

Know All Men, that G. Rose Corp., an Indiana corporation (the "Grantor"), in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid to the Grantor, hereby grants to Northern Indiana Public Service Company LLC, an Indiana limited liability company, and to its successors and assigns ("Grantee"), an easement across a portion of that certain real property owned by Grantor located in Lake County, Indiana (the "Property"), as further described in Exhibit A and depicted in Exhibit B attached hereto and incorporated herein, for the purposes provided herein (the "Easement Area"), pursuant to the terms and conditions provided below in this Temporary Construction Workspace Easement (this "Easement").

1. Grantor grants to Grantee, its officers, agents and employees, the privilege and license without any warranty or representation of any kind or nature and only to the extent Grantor's title permits and subject to the terms of this Easement, a non-exclusive easement, right and the authority, to use the Easement Area for purposes of staging materials and equipment, and constructing Grantee's facilities on other portions of the Property or adjoining lands. Grantor further grants Grantee the right to use the Property for ingress and egress to the Easement Area.

2. This Easement will automatically terminate upon the completion of the construction of Grantee's facilities. Within ninety (90) days after the expiration of this Easement, weather permitting, Grantee will restore the Easement Area to the condition it was as of the date of this Easement.

3. Any damage to the crops, existing fences or existing improvements of the Grantor on or within the Easement Area, or on the lands of the Grantor adjoining the Easement Area, done by the Grantee in the installation, maintenance, operation, repair replacement or renewal of any of Grantee's facilities by Grantee on the Easement Area, will be promptly paid for by the Grantee. The Grantee may cut or

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JOHN E. PETALAS  
LAKE COUNTY AUDITOR

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trim trees, bushes and saplings growing upon or extending over or in to the Easement Area so far as may be reasonably necessary for the installation, maintenance, operation, repair, replacement or renewal of Grantee's facilities or use of the Easement Area. Patrolling the Easement Area on foot will not constitute grounds for a claim for crop damage.

4. The Grantor will not or permit the installation, construction, erection or placement of any buildings, structures, trees, bushes, or other impediments on or within the Easement Area.

5. Grantor makes no representations or warranties regarding the suitability of the Property for Grantee's intended use of the Easement Area under this Easement. Grantor further also makes no representations or warranties regarding any subsurface utilities, improvements or conditions under the Property. Grantee acknowledges that it has freely chosen to enter the Property and to conduct its activities in the Easement Area, and that it is aware of and fully appreciates, the nature and extent of the risks associated with doing so.

6. 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 will 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 Easement Area.

7. Grantee agrees to immediately notify Grantor of any incident or event which damages the Property, or which could potentially damage the Property. Grantee covenants that Grantee, its officers, agents, employees and assigns will use due care and diligence in all operations and activities conducted on the Property, as is necessary to avoid injury to persons (including death) or damage to property.

8. All labor provided and materials furnished in performing work under this Easement or on the Property will be at Grantee's sole cost and expense. Grantee will keep the Property fully protected against liens of any kind arising out of or connected to Grantee's operations on the Property. In the event that a lien is placed on the Property as a result of Grantee's activities or presence on the Property, Grantee will immediately notify Grantor of such lien upon receipt of notice of such lien. Grantee will also take action, at Grantee's sole cost and expense, to have any such liens promptly removed from the Property, and will provide Grantor with written evidence of such lien having been removed.

9. Grantee acknowledges that the use of the Easement Area will be done at Grantee's sole risk, cost and expense, and that Grantee will be solely responsible for obtaining and maintaining all necessary permits and approvals associated with or required for Grantee's use of the Easement Area. Grantee will comply with all applicable laws, rules and regulations in conducting its operations and activities on the Property.

10. All written notices required or permitted under this Easement will 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; or (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.

If to Grantor: G. Rose Corp., an Indiana corporation  
4505 Willow Rd.  
Gary, IN, 46405

If to Grantee: Northern Indiana Public Service Company LLC  
c/o NiSource Corporate Services Company  
801 East 86<sup>th</sup> Avenue  
Merrillville, Indiana 46410  
Attn: Survey and Land

With a copy to: NiSource Corporate Services Company  
301 East 86th Avenue  
Merrillville, IN 46410  
Attn: Legal Department

Or at such other address as either party may from time-to-time designate by giving written notice, as provided herein. The date of service of notice will 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).

11. This Easement may not 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 will remain in full force and effect and will be unaffected by such declaration.

12. The Grantor hereby covenants that he or she is the owner in fee simple of the Property and the Easement Area, are lawfully seized thereof, and have good right to grant and convey this Easement, and guarantee the quiet possession thereof, that the Property and the Easement Area are free from all encumbrances, and that the Grantor will warrant and defend the title to the Property and the Easement Area against all lawful claims.

13. The rights herein granted may be assigned in whole or in part. These presents will be binding on the heirs, executors, administrators, grantees and assigns of the Grantor, and upon the Grantee, its successors and assigns.

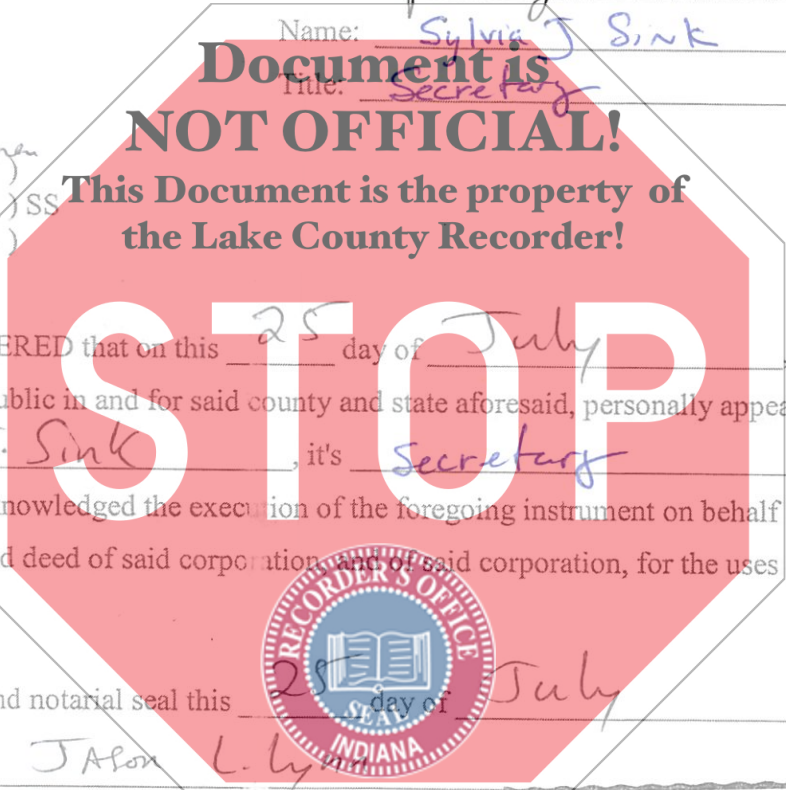
IN WITNESS WHEREOF, the Grantor has duly executed this Temporary Construction Workspace Easement this 25<sup>th</sup> day of July, 2019.

G. Rose Corp., an Indiana corporation

By: Sylvia J. Sink

Name: Sylvia J Sink

Title: Secretary



STATE OF Indiana  
COUNTY OF Lake

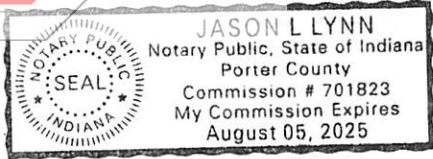
**This Document is the property of the Lake County Recorder!**

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

WITNESS my hand and notarial seal this 25 day of July, 2019.

Print Name Jason L. Lynn

Sign Name [Signature]  
Notary Public



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

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"

## Temporary 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 temporary 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 25 feet wide and lying 25 feet wide on the Northerly side of a baseline and said baseline produced, said baseline being described as follows:

Beginning at the point of intersection of the Grantor's Northwesterly line and the Northerly line of a permanent NIPSCO Easement, said point being North 66°51'34" East a distance of 187.01 feet and North 62°31'05" East a distance of 314.07 feet from Point "10600" designated on said Plat; thence South 89°54'30" East along said Northerly line a distance of 190.83 feet to a corner of said easement; thence South 69°54'30" East along said Northerly line a distance of 15.81 feet to a point on the Grantor's southeasterly line, said point being North 0°36'38" West a distance of 144.50 feet and North 69°54'30" West a distance of 217.89 feet from Point "10414" designated on said Plat.

Containing 0.114 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. 2018-052522 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 1-12 ("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.

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



File Name: 2:20180824-20180824-0004-0004-0018 Lake County Parcel Plats.dwg  
Last Saved: Friday, August 24, 2018 3:43 PM  
Printed: Friday, August 24, 2018 3:44 PM


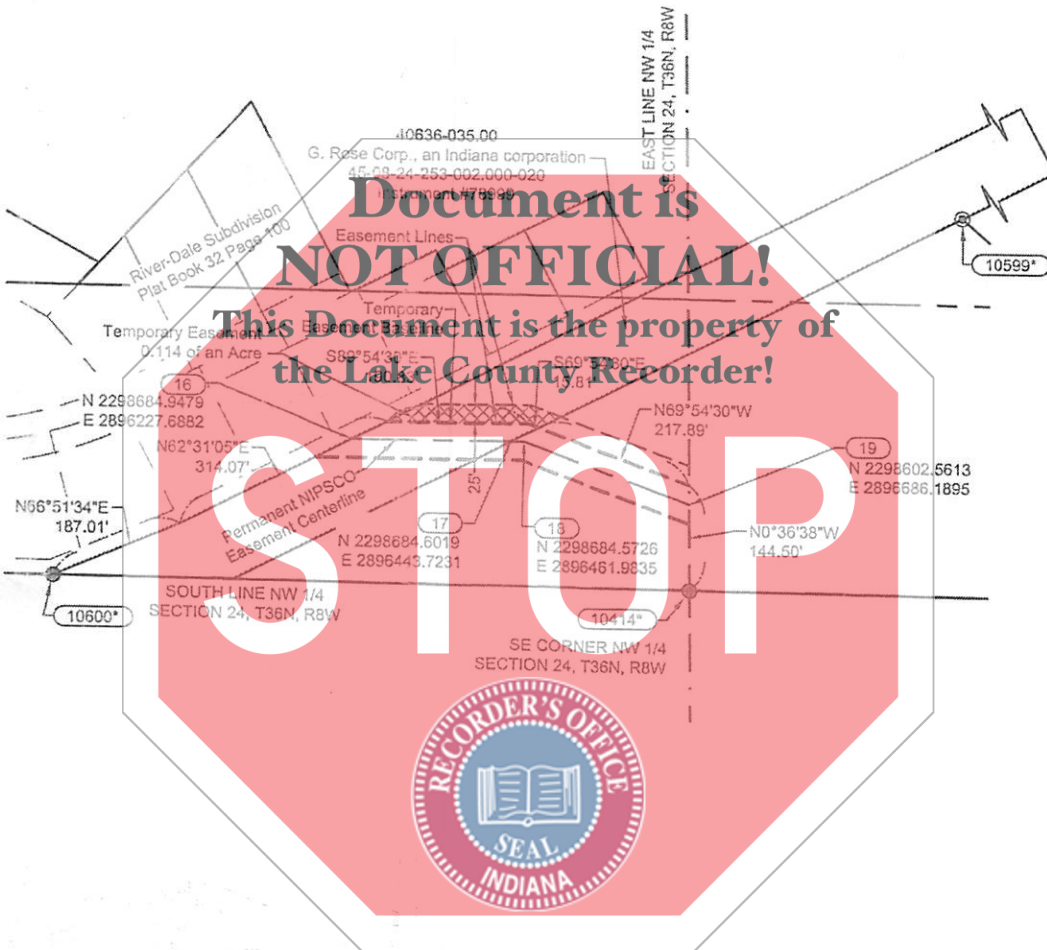
<b>EASEMENT PARCEL PLAT</b> FOR NIPSCO PARCEL 40636-035.00 PART OF THE NW 1/4 SEC. 24, T36N, R8W, HOBART TOWNSHIP, LAKE COUNTY INDIANA		 <b>Marbach</b> Marbach, Brady & Weaver, Inc. Engineering & Surveying Since 1918		3220 Southview Drive Elkhart, Indiana 46514 (574) 266-1010 Fax: (574) 262-3040 info@marbach.us www.marbach.us	
AUTOCAD FILE: 0054-2018 Lake County Parcel Plats.dwg					
JOB NUMBER 0054-2018	SCALE: NONE	DRAWN BY: AKM	© 2018 Marbach, Brady & Weaver, Inc.	SHEET 1 OF 2	DRAWING NO. L-41548

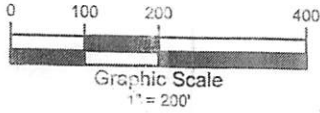
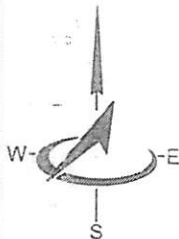
EXHIBIT "B"



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

<p><b>EASEMENT PARCEL PLAT</b> FOR NIPSCO PARCEL 40636-035.00 PART OF THE NW 1/4 SEC. 24, T36N, R8W, HOBART TOWNSHIP, LAKE COUNTY INDIANA</p>			 <p><b>Marbach</b> Marbach, Brady &amp; Weaver, Inc. Engineering &amp; Surveying Since 1918</p>		<p>3220 Southview Drive Elkhart, Indiana 46514 (574) 266-1010 Fax: (574) 262-3040 info@marbach.us www.marbach.us</p>	
<p>AUTOCAD FILE: 0054-2018 Lake County Parcel Plats.dwg</p>					<p>© 2018 Marbach, Brady &amp; Weaver, Inc.</p>	
<p>JOB NUMBER 0034-2018</p>	<p>SCALE: 1" = 200'</p>	<p>DRAWN BY AKM</p>				