

FILED

Feb 28 2024 BDD
PEGGY HOLINGA-KATONA
LAKE COUNTY AUDITOR

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
Northern Indiana Public Service Company LLC
Attn: Survey & Land
801 E 86th 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 Highland Street LLC dated November 11, 2019, and recorded in the Office of the Recorder for Lake County, Indiana, as Document No. 2019-077609, on November 13, 2019; AND Easement dated April 8, 2021, and recorded on April 14, 2021 as Document No. 2021-032047.

**AMENDMENT TO EASEMENT FOR
ELECTRIC FACILITIES**

EASEMENT # 41022-Amended

THIS AMENDMENT TO EASEMENT FOR ELECTRIC FACILITIES (this "Amendment") is granted by **HIGHLAND STREET LLC**, whose address is P.O. Box 1186, 6034-38 Erie St., Hammond, IN 46325 ("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. 86th Avenue, Merrillville, Indiana 46410 ("Grantee").

WHEREAS, **GRANTOR**, granted to Grantee an Easement for Electric Facilities on the Property pursuant to the Easement Agreement, recorded on **April 14, 2021**, in the Office of the Recorder of Lake County, as Document No. **2021-032047**, attached hereto and incorporated herein as Exhibit B; and

WHEREAS, Grantor and Grantee hereby desire to amend the Easement for Electric Facilities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

NIPSCO facilities are to be located within the limits of the Easement further described and depicted on Exhibit A attached hereto and incorporated herein (the "Easement Area).

All other terms and conditions of the Easement for Electric Facilities shall remain in full force and effect.

NOT AN OFFICIAL DOCUMENT

IN WITNESS WHEREOF, the Grantor has duly executed this Easement this 31st day of JANUARY, 2024.

HIGHLAND STREET LLC

By: [Signature]
Name: EDUARDO ROVIARO
Title: PRESIDENT

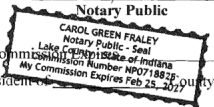
STATE OF Indiana)
) SS.
COUNTY OF Lake)

BE IT REMEMBERED that on this 31st day of January, 2024, before me, a Notary Public in and for said county and state aforesaid, personally appeared (name) President, (title) EDUARDO ROVIARO of HIGHLAND STREET LLC and acknowledged the execution of the foregoing instrument in behalf of said corporation as the voluntary act and deed of said corporation for the uses and purposes set forth.

WITNESS my hand and notarial seal this 31st day of January, 2024.

Print Name Carol Green-Fraley
Sign Name Carol Green-Fraley (SEAL)
Notary Public

My Commission Expires _____
A Resident of _____



NOT AN OFFICIAL DOCUMENT

IN WITNESS WHEREOF, the Grantee has duly executed this Easement this 15th day of February, 2024.

NORTHERN INDIANA PUBLIC SERVICE
COMPANY LLC

By: [Signature]

Name: Phillip A. Patrick

Title: Leader of NIPSCO Survey & Land

STATE OF Indiana)
COUNTY OF Lake) SS.

BE IT REMEMBERED that on this 15th day of February, 2024, before me, a Notary Public in and for said county and state aforesaid, personally appeared (name) Phillip Patrick, (title) Leader NIPSCO Survey & Land of **NORTHERN INDIANA PUBLIC SERVICE COMPANY LLC**, an Indiana limited liability company, and acknowledged the execution of the foregoing instrument in behalf of said corporation as the voluntary act and deed of said corporation for the uses and purposes set forth.

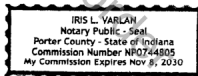
WITNESS my hand and notarial seal this 15th day of February, 2024

Print Name Iris L Varlan (SEAL)

Sign Name [Signature]
Notary Public

My Commission Expires November 8, 2030

A Resident of Porter County, Indiana



This instrument prepared by: Kathryn A Bryan, NIPSCO Legal Counsel. "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." Kathryn A Bryan, NIPSCO Legal Counsel.

EXHIBIT A

EASEMENT EXHIBIT

712 HIGHLAND ST., HAMMOND, INDIANA

712 HIGHLAND ST. (GRANTOR) LEGAL DESCRIPTION (PER WD 2019-077509)

PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN AND BOUNDED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTHERLY LINE OF HIGHLAND AVENUE, DISTANT 60 FEET NORTHEASTERLY BY RECTANGULAR MEASUREMENT FROM THE ORIGINAL CENTER LINE OF ERIE RAILROAD COMPANY; (1) THENCE EASTERLY, ALONG SAID SOUTHERLY LINE OF HIGHLAND AVENUE, 414.41 FEET, MORE OR LESS, TO A POINT DISTANT WESTERLY BY RECTANGULAR MEASUREMENT FROM THE WESTERLY LINE OF CALAHEE AVENUE; (2) THENCE SOUTHERLY, PARALLEL TO SAID WESTERLY LINE OF CALAHEE AVENUE, AND DISTANT 443 FEET WESTERLY THEREFROM; 233.72 FEET TO A POINT DISTANT 250 FEET NORTHWESTERLY BY RECTANGULAR MEASUREMENT FROM SAID ORIGINAL CENTER LINE OF BALDWIN; (3) THENCE SOUTHEASTERLY, PARALLEL TO SAID ORIGINAL CENTER LINE AND DISTANT 250 FEET NORTHWESTERLY THEREFROM, 100 FEET TO THE NORTHWESTERLY CORNER OF THE LAND AND PREMISES OWNED BY DEED DATED JULY 23, 1947, FROM ERIE RAILROAD COMPANY TO CONTINENTAL OIL COMPANY RECORDED IN VOLUME 797 AT PAGE 139 OF LAKE COUNTY DEED RECORDS; THENCE SOUTHWESTERLY, PARALLEL TO SAID ORIGINAL CENTER LINE AND DISTANT 60 FEET NORTHWESTERLY BY RECTANGULAR MEASUREMENT FROM SAID ORIGINAL CENTER LINE AND DISTANT 60 FEET NORTHWESTERLY THEREFROM, 534.47 FEET TO THE POINT OR PLACE OF BEGINNING.

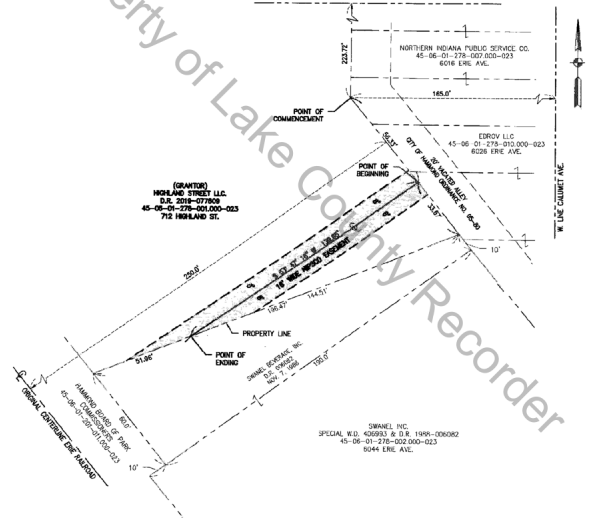
EXCEPT THEREFROM:

PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 10 WEST OF THE 2ND PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT A POINT IN THE WEST LINE OF AN ALLEY PARALLEL TO AND 468.8 FEET WESTERLY BY RECTANGULAR MEASUREMENT FROM THE WESTERLY LINE OF CALAHEE AVENUE, SAID POINT 233.72 FEET EAST FROM THE SOUTHERLY LINE OF HIGHLAND STREET, THENCE SOUTHEASTERLY PARALLEL TO AND 350.0 FEET NORTHWESTERLY TO THE ORIGINAL CENTERLINE OF THE ERIE RAILROAD COMPANY, A DISTANCE OF 90.0 FEET TO THE POINT OF BEGINNING, THENCE SOUTHWESTERLY AND PARALLEL TO SAID ORIGINAL CENTERLINE AND 250.0 FEET NORTHWESTERLY THEREFROM, 10.0 FEET TO THE NORTHWESTERLY CORNER OF THE LAND AND PREMISES OWNED BY DEED DATED JULY 23, 1947 FROM ERIE RAILROAD COMPANY TO CONTINENTAL OIL COMPANY RECORDED IN VOLUME 797 ON PAGE 139 OF LAKE COUNTY DEED RECORDS; THENCE SOUTHWESTERLY, ALONG THE SOUTHERLY LINE OF LAND OWNED AS AFORESAID BY DEED DATED JULY 23, 1947, 190.0 FEET TO A POINT DISTANT 60.0 FEET NORTHWESTERLY BY RECTANGULAR MEASUREMENT FROM SAID ORIGINAL CENTERLINE OF BALDWIN; THENCE NORTHWESTERLY, PARALLEL TO SAID ORIGINAL CENTERLINE AND DISTANT 60 FEET NORTHWESTERLY THEREFROM 83.0 FEET TO A POINT; THENCE EASTERLY A DISTANCE OF 184.47 FEET TO THE PLACE OR POINT OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.

NEISCO UTILITY EASEMENT DESCRIPTION

A STRIP OF LAND BORN IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 10 WEST OF THE 2ND P.M. SAID STRIP OF LAND BEING 16 FEET WIDE, LINE & BUILT ON EACH SIDE OF THE CENTERLINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WESTERLY LINE OF AN ALLEY PARALLEL TO AND 182.0 FEET WESTERLY BY RECTANGULAR MEASUREMENT FROM THE WESTERLY LINE OF CALAHEE AVENUE, SAID POINT BEING 223.72 FEET EAST FROM THE WESTERLY LINE OF HIGHLAND STREET, THENCE NORTHWESTERLY PARALLEL TO AND 250.0 FEET NORTHWESTERLY FROM THE ORIGINAL CENTERLINE OF ERIE RAILROAD COMPANY, A DISTANCE OF 84.33 FEET, TO A POINT BEING 33.67 FEET NORTHWESTERLY OF THE GRANTOR'S SOUTHWEST CORNER AS MEASURED ALONG GRANTOR'S SOUTHERLY LINE, AND ALSO BEING THE POINT OF BEGINNING OF IMPROV UTILITY EASEMENT; THENCE SOUTH 53° 48' 18" EAST FOR A DISTANCE OF 130.00 FEET, MORE OR LESS, MEASURED ALONG GRANTOR'S SOUTHERLY LINE, SAID POINT ALSO BEING 61.86 FEET NORTHWESTERLY OF THE GRANTOR'S SOUTHWEST CORNER AS MEASURED ALONG GRANTOR'S SOUTHERLY LINE. THE BOUNDRIES OF SAID 16 FOOT WIDE IMPROV UTILITY EASEMENT SHALL BE PROLONGED OR SHORTENED AS TO TERMINATE ON THE SOUTHERLY AND EASTERLY LINES OF THE GRANTOR'S LAND.

S. LINE HIGHLAND ST.



SURVEYOR'S STATEMENT

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

DRAWN _____ SCALE _____
 CHECKED _____ 1" = 30'

EASEMENT EXHIBIT
 712 HIGHLAND STREET
 HAMMOND, INDIANA

NIES engineering, Inc.

3401 W. 13th Street, Hammond, Indiana, 46320
 Phone: (219) 844-8444 Fax: (219) 844-7764
 Municipal, civil, environmental, & transportation engineering

NOT AN OFFICIAL DOCUMENT

EXHIBIT B

6

GINA PIMENTEL
RECORDER
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2021-032047

12:18 PM 2021 Apr 14

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Northern Indiana Public Service Company
Attn: Suzanne Kizior
801 E 86th 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 Highland Street LLC, dated November 11, 2019 and recorded in the Office of the Recorder for Lake County, Indiana, as Document No. 2019-077609 on November 13 2019.

EASEMENT FOR ELECTRIC FACILITIES

EASEMENT # 41022

THIS EASEMENT FOR ELECTRIC FACILITIES (this "Easement") is granted by Highland Street LLC, whose address is P.O. Box 1186 ("Grantor") in favor of Northern Indiana Public Service Company, an Indiana corporation, with its principle place of business located at 801 E. 86th 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"):

1. construct, erect, install, operate, maintain, replace, repair, alter the size of, remove, renew, replace or abandon towers and poles and to string, install, operate, maintain, replace, repair, alter the size of, remove, renew, replace or abandon wires, cables, conductors, guy wires and other necessary equipment upon and between such towers and poles, and to also install, construct, maintain, operate, repair, replace, renew and remove underground ducts and conduits, underground wires, cables, conductors, manholes and other necessary appurtenances, in such underground ducts and conduits, pads for transformers, with transformers located thereon, markers and test terminals (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, cathodic protection, and fiber optics cable;

25
CASH
TT

FILED

APR 14 2021

**JOHN E. PETALAS
LAKE COUNTY AUDITOR**

NOT AN OFFICIAL DOCUMENT

3. perform pre-construction work;
4. ingress to and egress from the Easement Area (as defined below) by means of existing or future roads and other reasonable routes on the Premises (as defined below) 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).

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

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 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 may place paved or gravel roads, parking lot or passageways on or over the Easement Area for the operation of semi-trucks at Grantor's building, but Grantee may require Grantor to remove said paved or gravel area at Grantor's expense should Grantee need underground access. 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.

NOT AN OFFICIAL DOCUMENT

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.

If the amount payable for damage under the preceding paragraph cannot be mutually agreed upon, it shall be determined by a panel of three (3) disinterested arbitrators. The arbitration and the award shall be limited to the amount payable for damages pursuant to the preceding paragraph. Grantor and Grantee shall appoint one arbitrator each, and the two (2) so appointed shall appoint the third. The award shall be a majority decision and shall be final and conclusive, with costs for arbitration equally shared by parties, regardless of outcome.

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.

NOT AN OFFICIAL DOCUMENT

IN WITNESS WHEREOF, the Grantor has duly executed this Easement this 9th day of April, 2021.

Highland Street LLC

By:

Name:

Title:

Edward Roviano
EDWARD ROVIANO
MEMBER

STATE OF Indiana)
) SS.
COUNTY OF Lake)

BE IT REMEMBERED that on this 9th day of April, 2021, before me, a Notary Public in and for said county and state aforesaid, personally appeared Edward Roviano of 200 West Highland Street and acknowledged the execution of the foregoing instrument in behalf of Highland Street LLC for the uses and purposes set

forth.

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

Print Name Edward Roviano

Edward Roviano
Notary Public - Seal

Notary Public - State of Indiana

Commission Number NP0718825

My Commission Expires Feb 25, 2022

My Commission Expires 2-25-2022 A Resident of Lake County, Indiana

This instrument prepared by: André Wright. "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.

André Wright

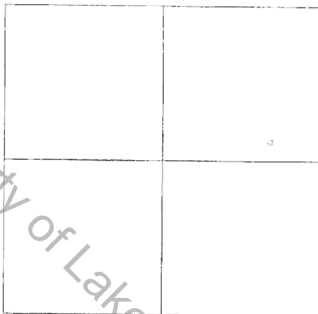
NOT AN OFFICIAL DOCUMENT

EASEMENT MAP RECORD

CONTRACT NUMBER

41022

LOCATION PLAT



SECTION

1

TOWNSHIP

36N

RANGE

10W

DETAIL

Draw and insert sketch below if no exhibit depiction

SEE EXHIBIT "A"

Property of Lake County Recorder

NIPSCO