

M. J. Sco,
5265 North...
Hammond
Lake County, Ind.

697643

AGREEMENT

THIS AGREEMENT WITNESSETH, That Amoco Oil Company, a Maryland corporation, hereinafter called "Amoco Oil," does hereby permit and license Northern Indiana Public Service Company, an Indiana corporation, hereinafter called "Northern Indiana," to construct, install, operate, inspect, maintain, repair, replace, and renew a gas pipe line, not to exceed 20 inches in inside diameter, and all necessary and convenient appurtenances thereto, for the distribution of gas to the public in general, the said gas pipe line to be constructed in, under, and across the real estate of Amoco Oil in the South Half of Section 17 and the South Half of Section 18, Township 37 North, Range 9 West of the Second Principal Meridian in the Cities of Hammond, Whiting, and East Chicago, in Lake County, Indiana, as shown, colored in red, on the map numbered W.O. 4610-X, dated 9-7-82, said map being marked Exhibit A, which is attached hereto and made a part hereof, subject to and upon the following terms, provisions, and conditions:

1. Northern Indiana shall pay Amoco Oil as consideration for this license a consideration of \$ 16,000.00.
2. Access to the above-described gas pipe line over the adjoining lands of Amoco Oil via established roads and gates is hereby granted.
3. Northern Indiana shall, at its own expense, secure any permits or other consents required by law or ordinance of any municipality or other public body having jurisdiction over the construction, inspection, maintenance, and operation of said gas pipe line, and shall at all times comply with all laws and regulations, both local and general, which affect the construction, inspection, maintenance, repair, replacement, or renewal of said gas pipe line.

STATE OF INDIANA
LAKE COUNTY
REC'D FOR RECORD
FEB 17 3 46 PM '83
WILLIAM BIELSKI SR
REGISTER

FILED

FEB 17 1983

Laura O. Priddy
AUDITOR LAKE COUNTY

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4. Northern Indiana shall not interfere with the pipe lines and appurtenances thereto or any other facilities or equipment of Amoco Oil constructed in, over, upon, or under the property of Amoco Oil, or with the exercise of any rights, easements, leases, licenses, or privileges heretofore granted by Amoco Oil to third persons or reserved by third persons in grants to Amoco Oil in or over said premises, and when, from time to time hereafter, Amoco Oil shall make any excavations in its property for the purpose of the installation of any of its facilities or the repair thereof, Northern Indiana shall, upon notice thereof, at its own cost and expense, take all steps and do such things as may be reasonably necessary to protect its gas pipe line.
5. Amoco Oil may have, prior to the execution hereof, granted other persons certain rights and privileges in the premises herein involved, and this agreement is made subject to and subordinate to such rights and privileges as granted, whether of record or otherwise. It is also understood and agreed that Amoco Oil may grant other rights and privileges in the future to other persons, and Northern Indiana hereby agrees to execute upon demand by Amoco Oil such consents as may be deemed necessary by Amoco Oil for the use of said premises by other persons or corporations, provided such grants shall not materially interfere with the construction, inspection, maintenance, operation, repair, or renewal of said gas pipe line.
6. Northern Indiana may cut or trim trees, bushes, and saplings growing upon or extending over said strip of land so far as may be reasonably necessary in the installation, inspection, maintenance, operation, repair, replacement or renewal of said gas pipe line and the equipment and facilities connected therewith.

WZ/H



Superior Engineering Corp.

Consulting Engineers

2345 167th ST. HAMMOND, IND. 46323

CUSTOMER **NORTHERN INDIANA
PUBLIC SERVICE CO.**

DATE **8904 C**

SUBJECT **GAS LINE - 134TH ST. 20¹/₁₆"**

JOB NO. **35981**

10 FT. EASEMENT

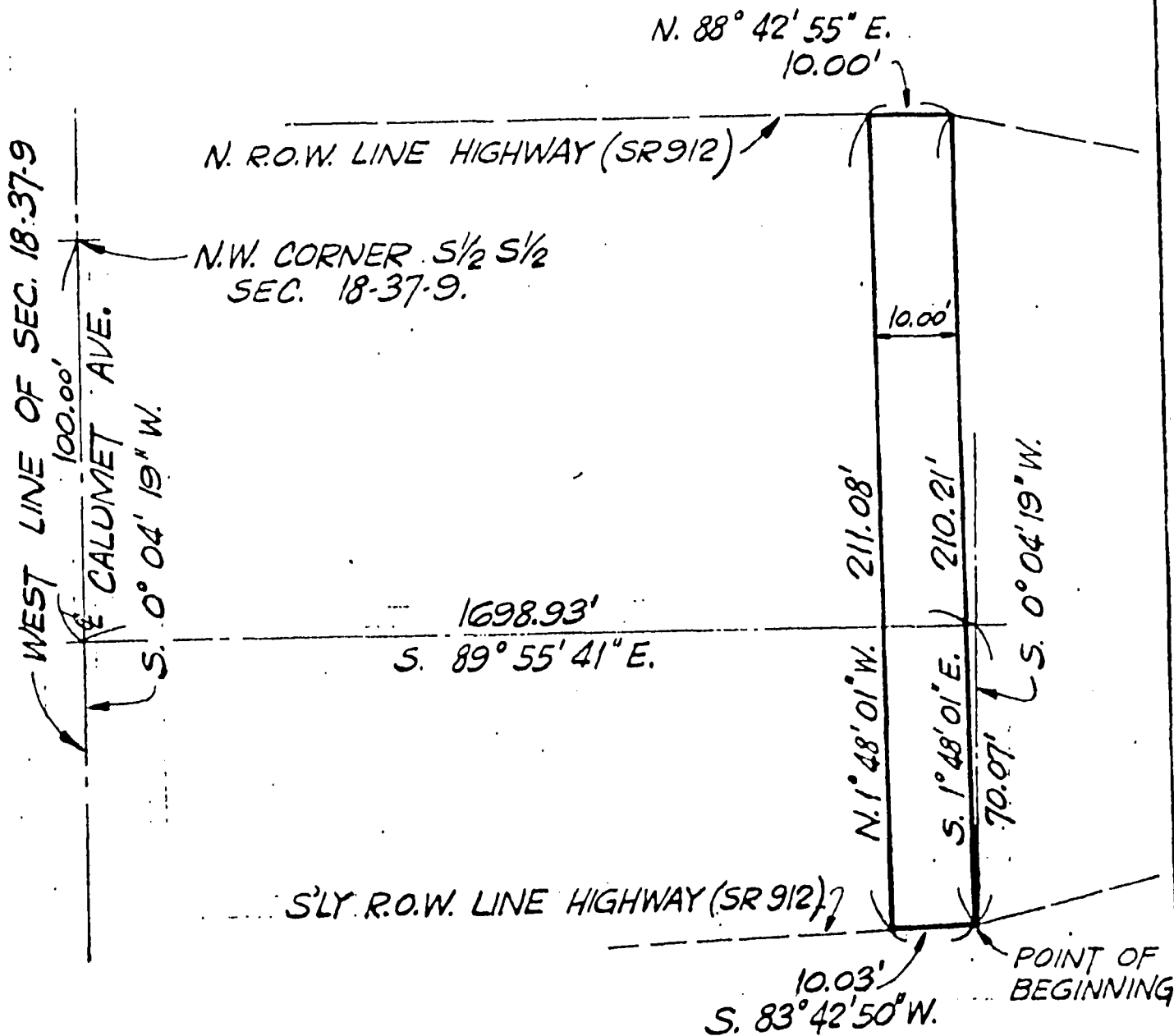
BY **RSS** DATE **9/2/82**

REV. 1 **10/21/82**

LEGAL DESCRIPTION



Part of the south half of the south half of Section 18, Township 37 north, Range 9 west, Lake County, Indiana, described as follows: Commencing at the northwest corner of said half-half section; thence south 0 degrees 04 minutes 19 seconds west 100.00 feet along the west line of said section; thence south 89 degrees 55 minutes 41 seconds east 1698.93 feet; thence south 0 degrees 04 minutes 19 seconds west 70.07 feet to the point of beginning of this description: South 83 degrees 42 minutes 50 seconds west 10.03 feet; thence north 1 degree 48 minutes 01 second west 211.08 feet; thence north 88 degrees 42 minutes 55 seconds east 10.00 feet; thence south 1 degree 48 minutes 01 second east 210.21 feet; thence south 1 degree 48 minutes 01 second east 210.21 feet to the point of beginning and containing 0.048 acres more or less.



PE. 22684.1 W.O. 4610-X

References: Amoco Contract #W-387
NIPSCO Contract #35139

EXHIBIT A

7. Northern Indiana covenants and agrees that, prior to constructing said gas pipe line, Northern Indiana shall submit to Amoco Oil its plans and specifications for the construction thereof and shall furnish any reasonable additional information concerning the construction of said gas pipe line from time to time as demanded by Amoco Oil. Northern Indiana shall not construct said gas pipe line or any part thereof without first obtaining Amoco Oil's approval to said plans and specifications. Northern Indiana agrees to observe Amoco Oil's safety requirements.
8. Northern Indiana's gas pipe line shall be constructed in such a manner that it be laid not closer than three feet (3') centerline distance from existing parallel pipe lines, and that a minimum vertical clearance of one foot (1') be maintained when crossing over or under other pipe lines. Northern Indiana's gas pipe line shall pass under existing lines in Amoco Oil's pipe alley in the vicinity of the east line of Section 18. In situations where these conditions cannot be met, Northern Indiana will be required to obtain special permission from Amoco Oil and this permission shall not be unreasonably withheld. Northern Indiana shall give Amoco Oil's refinery manager at Post Office Box 710, Whiting, Indiana 46394, and Amoco Pipeline Company's office at 2200 S. Main St. Lombard, IL 60148, sufficient notice prior to the start of excavation work so that they may have representatives on hand, if they so desire, when the construction work is commenced.
9. Northern Indiana covenants and agrees that it will use clean sand as backfill material around any pipe lines that are exposed during the construction of Northern Indiana's line.

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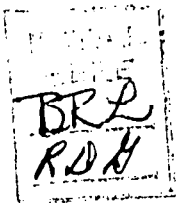
10. Northern Indiana covenants and agrees to indemnify Amoco Oil and save Amoco Oil harmless from any and all loss, damage, or injury of any kind or nature due to, or in any way connected with, or in any way attributable to, Northern Indiana's use hereunder, including, but not limited to, the construction, inspection, maintenance, repair, and renewal of Northern Indiana's gas pipe line.
11. In the event Northern Indiana's gas pipe line or any part thereof is abandoned, then Northern Indiana at its sole expense shall remove same leaving the property of Amoco Oil in a condition satisfactory to Amoco Oil. In the event Northern Indiana fails to so remove same or any part thereof, Amoco Oil may, at any time thereafter, remove same or any part thereof at Northern Indiana's expense and without any liability on its part to Northern Indiana by reason of such removal.
12. Northern Indiana shall at all times maintain and repair said gas pipe line or any part thereof, and, in any event, upon notice from Amoco Oil requesting it to do so, Northern Indiana shall promptly make such repairs at its own cost and expense. In the event Northern Indiana fails to make such repairs, or in an emergency, Amoco Oil, for the purpose of protecting and safeguarding its property from damage or injury, may make such repairs, with notice to Northern Indiana ^{at the earliest practicable point in time,} and at Northern Indiana's cost and expense. A written statement of such cost and expense shall be mailed by Amoco Oil to Northern Indiana, and such statement shall be paid to Amoco Oil by Northern Indiana within thirty (30) days after the date of mailing of such statement.

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13. All notices or demands hereunder shall be served on Amoco Oil by certified mail addressed to Amoco Oil Company, Post Office Box 710, Whiting, Indiana 46394, and such notices and demands hereunder shall be served upon Northern Indiana by certified mail addressed to Northern Indiana Public Service Company, 5265 Hohman Avenue, Hammond, Indiana 46325, and the mailing of such notices or demands by certified mail shall be sufficient service thereof.
14. Northern Indiana shall not assign this agreement or any part thereof or any interest therein except upon and subject to the following conditions and provisions: (a) such assignment shall expressly provide that the assignee shall expressly assume and agree to be bound by and perform all of the obligations of Northern Indiana under this agreement; (b) such assignee shall, in writing, expressly accept such assignment and assume and agree to be bound by and perform all of the obligations of Northern Indiana under this agreement; (c) such assignment and acceptance shall contain the address of such assignee for the purpose of giving any notice hereunder, and (d) no such assignment shall be made without the written consent thereto of Amoco Oil as to the form of assignment and acceptance thereof by the assignee.
15. Amoco Oil reserves the use of said strip of land not inconsistent herewith, but no buildings ^{OR ENCLOSED STRUCTURES} ~~or structures~~ shall be erected or placed on said strip of land by Amoco Oil.



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16. Subject to the foregoing conditions, this agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed the 13th day of October, 1982.

AMOCO OIL COMPANY

By Byron R. Lewis

ATTEST:

Katherine Duro
Assistant Secretary

NORTHERN INDIANA PUBLIC SERVICE COMPANY

By J. E. Williams
Vice President

ATTEST:

M. J. Mikulas
Secretary

WZB

STATE OF ^{ILLINOIS} INDIANA)
) SS:
COUNTY OF COOK)

BE IT REMEMBERED that on this 18th day of October,
A.D., 1982, before me, a Notary Public in and for the county and state aforesaid,
personally appeared Byron R. Lowe
, and Katherine Duro
Assistant Secretary, respectively, of Amoco Oil Company and each acknowledged
the execution of the above and foregoing instrument in behalf of said corporation
as the voluntary act and deed of said corporation and of said officials for said
corporation, for the uses and purposes set forth.

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

Mary E. Safianou (SEAL)
Notary Public

My Commission expires:

August 27, 1984

STATE OF INDIANA)
) SS:
COUNTY OF Lake)

BE IT REMEMBERED that on this 11th day of October,
A.D., 1982, before me, a Notary Public in and for the county and state aforesaid,
personally appeared J. E. NICKOLOFF
Vice President, and M. J. MIKULAS
Secretary, respectively, of Northern Indiana Public Service Company and each
acknowledged the execution of the above and foregoing instrument in behalf of
said corporation as the voluntary act and deed of said corporation and of said
officials for said corporation, for the uses and purposes set forth.

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

Catherine L. Allegretti (SEAL)
Catherine L. Allegretti Notary Public
Resident of Lake County, Indiana

My Commission expires:

April 13, 1984

EXHIBIT A

This description is part of a map numbered
W.O. 4610-X, dated 9-7-82,

Sheet 1

LEGAL DESCRIPTION

Part of the south half of the south half of Section 18, Township 37 north, Range 9 west, Lake County, Indiana, described as follows: Commencing at the northwest corner of said half-half section; thence south 0 degrees 04 minutes 19 seconds west 100.00 feet along the west line of said section; thence south 89 degrees 55 minutes 41 seconds east 1698.93 feet; thence south 0 degrees 04 minutes 19 seconds west 70.07 feet to the point of beginning of this description; thence south 1 degree 48 minutes 01 seconds east 20.06 feet; thence south 83 degrees 42 minutes 50 seconds west 212.04 feet; thence south 79 degrees 44 minutes 44 seconds west 183.61 feet; thence south 59 degrees 41 minutes 42 seconds west 173.62 feet; thence south 50 degrees 11 minutes 21 seconds west 160.54 feet; thence south 38 degrees 49 minutes 08 seconds west 316.68 feet; thence south 54 degrees 31 minutes 59 seconds west 247.48 feet; thence south 85 degrees 29 minutes 53 seconds west 236.04 feet; thence north 87 degrees 03 minutes 15 seconds west 223.47 feet; thence north 50 degrees 33 minutes 39 seconds east 14.83 feet; thence south 87 degrees 03 minutes 15 seconds east 211.86 feet; thence north 85 degrees 29 minutes 53 seconds east 232.62 feet; thence north 54 degrees 31 minutes 59 seconds east 243.33 feet; thence north 38 degrees 49 minutes 08 seconds east 316.30 feet; thence north 50 degrees 11 minutes 21 seconds east 162.37 feet; thence north 59 degrees 41 minutes 42 seconds east 176.22 feet; thence north 79 degrees 44 minutes 44 seconds east 185.73 feet; thence north 83 degrees 42 minutes 50 seconds east 203.15 feet; thence north 1 degree 48 minutes 01 seconds west 10.03 feet; thence north 83 degrees 42 minutes 50 seconds east 10.02 feet to the point of beginning and containing 0.406 acres, more or less.

References: Amoco Contract #W-387
NIPSCO Contract #35139

FILED

FEB 17 1983

Louis O. Smith
AUDITOR LAKE COUNTY

707

EXHIBIT A

This description is part of a map numbered
W.O. 4610-X, dated 9-7-82,

Sheet 2

LEGAL DESCRIPTION

Part of the southwest quarter of Section 17, Township 37 North, Range 9 West, Lake County, Indiana, described as follows: commencing at the southwest corner of the north half of the southwest quarter of said Section 17; thence north 0 degrees 09 minutes 30 seconds west 13.43 feet to the point of beginning of this description; thence north 0 degrees 09 minutes 30 seconds west 10.03 feet along the west line of said Section 17; thence north 85 degrees 25 minutes 43 seconds east 104.93 feet; thence north 88 degrees 42 minutes 30 seconds east 96.15 feet; thence north 43 degrees 42 minutes 30 seconds east 54.03 feet; thence south 89 degrees 08 minutes 20 seconds east 119.79 feet to the west line of the right of way of the Baltimore and Ohio Chicago Terminal Railroad; thence south 0 degrees 08 minutes 30 seconds east 10.00 feet along said west line; thence north 89 degrees 08 minutes 20 seconds west 115.61 feet; thence south 43 degrees 42 minutes 30 seconds west 53.81 feet; thence south 88 degrees 42 minutes 30 seconds west 100.00 feet; thence south 85 degrees 25 minutes 43 seconds west 105.41 feet to the point of beginning of this description and containing 0.086 acres, more or less. Also a part of the south half of Section 18, Township 37 north, range 9 west, Lake County, Indiana, described as follows: commencing at the southeast corner of the north half of the south half of said Section 18; thence north 0 degrees 09 minutes 30 seconds west 13.43 feet along the east line of said section to the point of beginning of this description; thence south 85 degrees 25 minutes 43 seconds west 418.98 feet; thence south 88 degrees 42 minutes 30 seconds west 2490.97 feet; thence southwesterly 259.93 feet along an arc to the left and having a radius of 22,998.31 feet and subtended by a chord having a bearing of south 88 degrees 23 minutes 04 seconds west and a length of 259.93 feet; thence north 84 degrees 37 minutes 00 seconds west 101.09 feet; thence south 88 degrees 42 minutes 55 seconds west 17.50 feet; thence north 1 degree 48 minutes 01 seconds west 10.00 feet; thence north 88 degrees 42 minutes 55 seconds east 18.17 feet; thence south 84 degrees 37 minutes 00 seconds east 101.06 feet; thence northeasterly 259.35 feet along an arc to the right and having a radius of 23,008.31 feet and subtended by a chord having a bearing of north 88 degrees 23 minutes 04 seconds east and a length of 259.35 feet; thence north 88 degrees 42 minutes 30 seconds east 2490.71 feet; thence north 85 degrees 25 minutes 43 seconds east 419.46 feet to the eastline of said Section 18; thence south 0 degrees 09 minutes 30 seconds east 10.03 feet along the east line of said Section 18 to the point of beginning containing 0.753 acres, more or less.

References: Amoco Contract //W-387
NIPSCO Contract #35139

LEGAL DESCRIPTION

A part of the southwest quarter of Section 17, Township 37 North, Range 9 West, Lake County, Indiana, described as follows: commencing at the southwest corner of the north half of the southwest quarter of said Section 17; thence north 0 degrees 09 minutes 30 seconds west 23.46 feet along the west line of said Section 17; thence north 85 degrees 25 minutes 43 seconds east 104.93 feet; thence north 88 degrees 42 minutes 30 seconds east 96.15 feet; thence north 43 degrees 42 minutes 30 seconds east 54.03 feet; thence south 89 degrees 08 minutes 20 seconds east 219.79 feet to the point of beginning of this description on the east line of the right of way of the Baltimore and Ohio Chicago Terminal Railroad; thence south 89 degrees 08 minutes 20 seconds east 727.16 feet; thence south 35 degrees 56 minutes 20 seconds east 218.81 feet; thence south 89 degrees 05 minutes east 508.00 feet; thence southeasterly 102.70 feet along an arc to the right and having a radius of 1,140.55 feet and subtended by a chord having a bearing of south 86 degrees 30 minutes 14 seconds east and a length of 102.66 feet; thence north 61 degrees 30 minutes 40 seconds east 12.36 feet; thence southeasterly 240.24 feet along an arc to the right and having a radius of 824.88 feet and subtended by a chord having a bearing of south 75 degrees 13 minutes 36 seconds east and a length of 239.39 feet; thence south 66 degrees 53 minutes 00 seconds east 75.00 feet; thence southeasterly 100.07 feet along an arc to the right and having a radius of 352.08 feet and subtended by a chord having a bearing of south 57 degrees 31 minutes 00 seconds east and a length of 99.74 feet to a point on the west line of the right of way of Indianapolis Boulevard; thence south 15 degrees 23 minutes 00 seconds east 17.88 feet along said west line; thence northwesterly 111.85 feet along an arc to the left and having a radius of 342.08 feet and subtended by a chord having a bearing of north 57 degrees 31 minutes 00 seconds west and a length of 111.35 feet; thence north 66 degrees 53 minutes 00 seconds west 75.00 feet; thence northwesterly 234.19 feet along an arc to the left and having a radius of 814.88 feet and subtended by a chord having a bearing of north 75 degrees 07 minutes 00 seconds west and a length of 233.39 feet; thence south 61 degrees 30 minutes 40 seconds west 12.32 feet; thence northwesterly 104.90 feet along an arc to the left and having a radius of 1,130.55 feet and subtended by a chord having a bearing of north 86 degrees 25 minutes 30 seconds west and a length of 104.87 feet; thence north 89 degrees 05 minutes west 513.00 feet; thence north 35 degrees 56 minutes 20 seconds west 218.80 feet; thence north 89 degrees 08 minutes 20 seconds west 721.97 feet to a point on the east line of Baltimore and Ohio Chicago Terminal Railroad right of way; thence north 0 degrees 08 minutes 30 seconds west 10.00 feet along said east line to the point of beginning containing 0.455 acres, more or less.

References: Ampco Contract #W-387
NIPSCO Contract #35139