

Dave - Bus Office

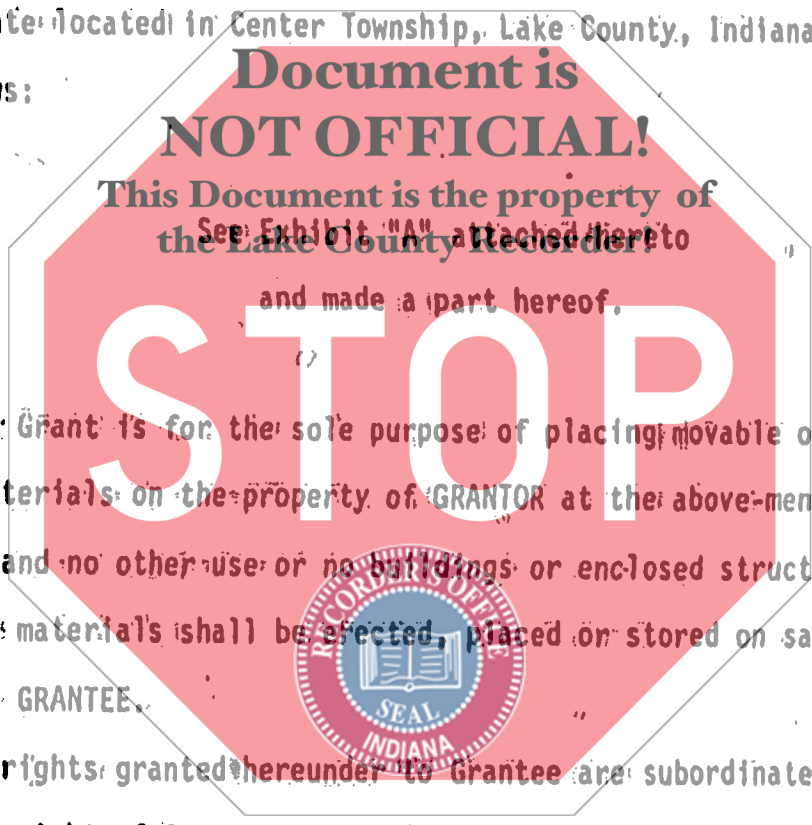
139698

RIGHT OF WAY GRANT

16

This Agreement, made and entered into by and between Northern Indiana Public Service Company, an Indiana corporation, hereinafter called "GRANTOR", and the Honorable Board of Commissioners of Lake County, Indiana, hereinafter called "GRANTEE", WITNESSETH:

It is hereby agreed by and between GRANTOR and GRANTEE that for and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTOR to the extent its title permits it to do so does hereby grant to GRANTEE a grant, but without warranty of any kind or nature to utilize GRANTOR's real estate located in Center Township, Lake County, Indiana, described as follows:



This Grant is for the sole purpose of placing movable objects and/or materials on the property of GRANTOR at the above-mentioned location and no other use or no buildings or enclosed structures or hazardous materials shall be erected, placed or stored on said real estate by GRANTEE.

The rights granted hereunder to Grantee are subordinate, to the paramount right of Grantor to use its property for all utility and Corporate purposes, and in the event Grantor's intended use of its property is such that it is necessary or desirable that the said objects and/or materials placed by Grantee on any part thereof, be relocated, moved or rearranged within or upon said property, then, and in such event, shall at its own cost, risk and expense make any relocation, movement, or rearrangement of said objects and/or materials as is necessary within thirty (30) days after being notified in writing by Grantor to do so.

STATE OF INDIANA
LAKE COUNTY
RECORDER OF DEEDS

FILED

DEC 19 1990

Anna N. Carter
AUDITOR LAKE COUNTY

00960

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Grantee shall, upon its abandonment of said Real Estate or termination of this agreement remove said objects and/or materials from the property of Grantor at its own risk and expense and restore said real estate to the same or as good condition as the same was in immediately prior to such removal. If Grantee fails or refuses to remove said objects and/or materials within a reasonable time after the abandonment or the termination of this agreement, Grantor may remove the same and Grantee hereby expressly agrees to reimburse Grantor for any expense incurred in connection therewith.

All grading on GRANTOR's real estate should be minimized so as not to create any drainage problems.

This license is for an initial period of one year from the date hereof, and continuing year-to-year thereafter. Provided, however, that said license may be terminated by either party hereto giving to the other party at least thirty (30) days written notice of its election to terminate this license.

It is understood by the GRANTEE that at all times during use of said real estate that any electric lines of the GRANTOR are energized and thereby create a danger to people working in the vicinity of said electric lines should they come in contact with such electric lines. GRANTEE specifically agrees to indemnify and save GRANTOR harmless from any and all claims arising from the GRANTEE, any employee of GRANTEE or invitees or any contractor or subcontractor of GRANTEE coming in contact with the electric lines of the GRANTOR during the use of said property.

GRANTEE shall use and maintain the hereinabove described real estate in a manner not to injure, damage or interfere with the poles, towers, foundations, wires, cables, anchors, pipes, mains, valves, equipment and facilities of GRANTOR, its assignees, grantees and licensees, now or hereafter to be placed thereon.

GRANTEE hereby agrees to defend and indemnify and save GRANTOR harmless from any and all liability, claims and expenses including attorney's fees, that may arise or may be made for any injury, loss of life and loss or damage of any kind or nature whatsoever, including any

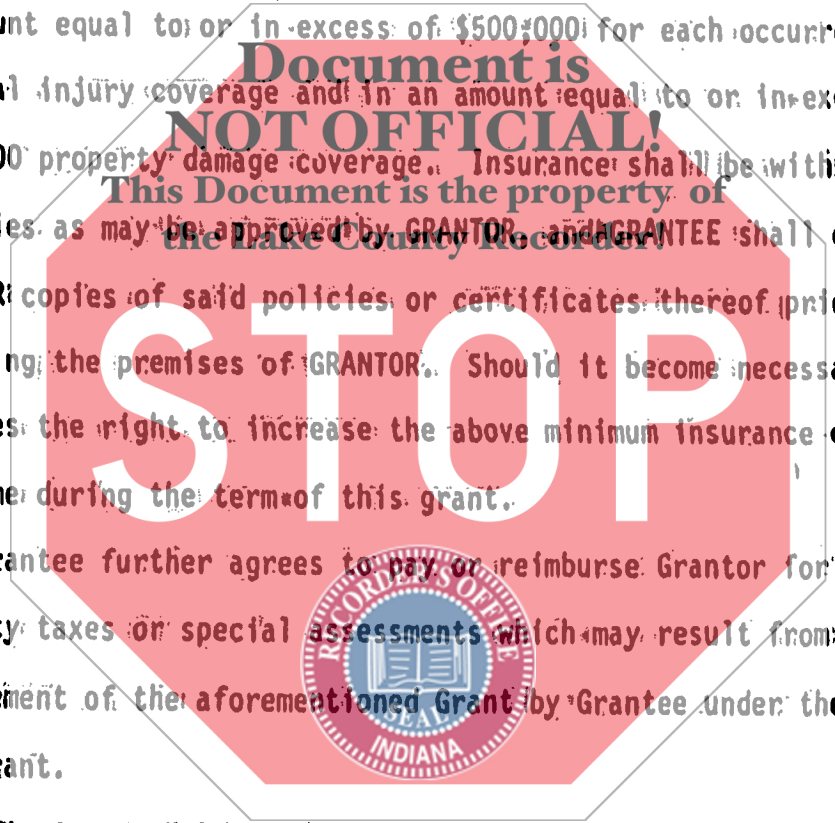
and all damages, either to GRANTOR or GRANTEE, its agents, or invitees, or to any other persons, corporations or organizations resulting from or in any way connected with or in consequence of, the use or occupancy of the real estate herein described by GRANTEE, GRANTEE's agents, employees or invitees, including ingress thereto or egress therefrom pursuant to the permission herein granted; and further, to reimburse, pay and compensate GRANTOR for any such damage due to the use herein sought by GRANTEE and to defend any lawsuits against GRANTOR seeking such damages.

GRANTEE, at its own cost and expense, shall procure and keep in full force and effect during the term of this agreement insurance for the protection and benefit of GRANTOR and GRANTEE, both individually and jointly, naming GRANTOR as an additional insured. Insurance shall be in an amount equal to or in excess of \$500,000 for each occurrence for personal injury coverage and in an amount equal to or in excess of \$500,000 property damage coverage. Insurance shall be with such companies as may be approved by GRANTOR, and GRANTEE shall deliver to GRANTOR copies of said policies or certificates thereof prior to occupying the premises of GRANTOR. Should it become necessary, GRANTOR reserves the right to increase the above minimum insurance coverages at any time during the term of this grant.

Grantee further agrees to pay or reimburse Grantor for any general property taxes or special assessments which may result from the use or improvement of the aforementioned Grant by Grantee under the terms of this grant.

This Grant shall be binding upon the successors and assigns of GRANTOR.

No assignment of the rights herein granted shall be made by GRANTEE without the written authorization of the Grantor.



IN WITNESS WHEREOF, the undersigned has herein set its hand and seal this 1st day of October, 1941.

THE HONORABLE BOARD OF COMMISSIONERS OF LAKE COUNTY INDIANA

ATTEST:
By Anna N. Anton
Its _____

BY [Signature]

NORTHERN INDIANA PUBLIC SERVICE COMPANY

ATTEST:
By [Signature]
Its Acting Secretary

BY [Signature]

Its STEVEN R. ADK
Vice President

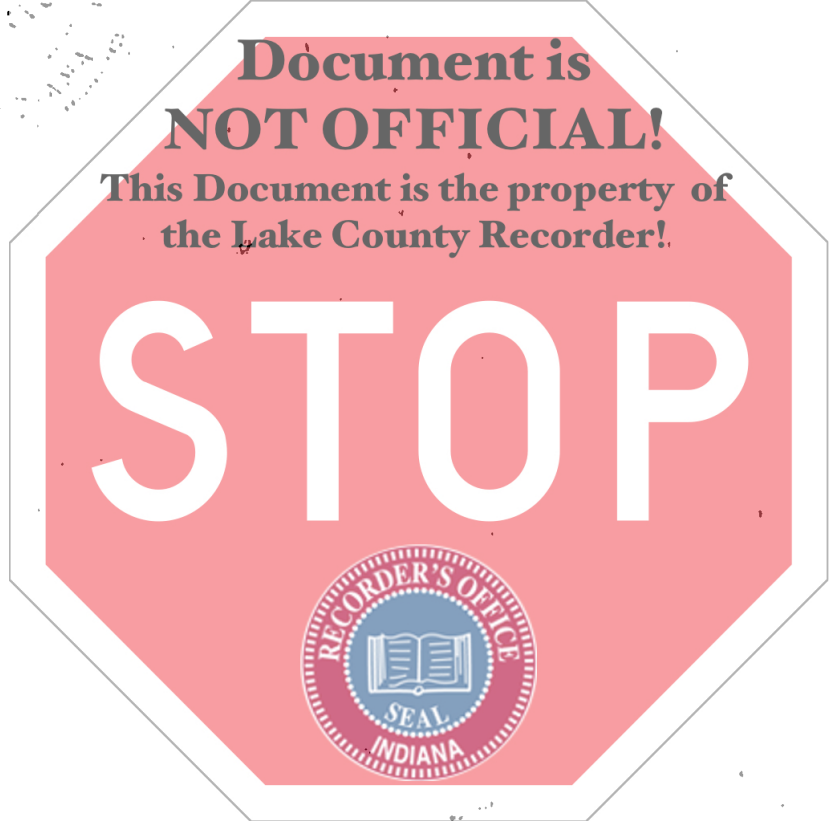


EXHIBIT A

A part of the North 1/2 of the Southwest 1/4 of Section 4, Township 34 North, Range 8 West of the 2nd Principal Meridian, described as follows:
Commencing at the Southwest corner of said North 1/2 of the Southwest 1/4;
thence North along the West line thereof a distance of 40 feet; thence East parallel with the South line of said North 1/2 of the Southwest 1/4 a distance of 595.65 feet; thence North parallel with the West line of said North 1/2 of the Southwest 1/4 a distance of 489.03 feet to the Southerly right-of-way of the abandoned Chicago and Erie Railroad Company, said point being the point of beginning; thence continuing on a prolongation of said last line a distance of 52.4 feet, more or less, to the centerline thereof; thence Southeasterly and Northerly from the intersection of the Southerly right-of-way of said railroad and the South line of the North 1/2 of the Southwest 1/4, said line being parallel to the West line of said North 1/2 of the Southwest 1/4, thence Southerly along said line a distance of 52.4 feet, more or less, to the intersection of said Southerly right-of-way of said railroad and the South line of said North 1/2 of the Southwest 1/4; thence Northwesterly along the Southerly right-of-way of said railroad to the point of beginning; in Lake County, Indiana.



CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

7-18-90

PRODUCER
 ELMER LAYDEN, INC.
 P.O. BOX 9190
 HIGHLAND, INDIANA 46322

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	SELF-INSURED
COMPANY LETTER	B	
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

INSURED
 BOARD OF COMMISSIONERS COUNTY OF LAKE
 LAKE COUNTY GOVERNMENT CENTER
 2293 N. MAIN ST.
 CROWN POINT, INDIANA 46307

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> OWNER'S & CONTRACTORS PROTECTIVE		3-26-90	3-26-91	GENERAL AGGREGATE \$500 PRODUCTS-COMP/OPS AGGREGATE N/A PERSONAL & ADVERTISING INJURY N/A EACH OCCURRENCE \$500 FIRE DAMAGE (ANY ONE FIRE) N/A MEDICAL EXPENSE (ANY ONE PERSON) N/A
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				CSL BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE
	<input type="checkbox"/> WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY (EACH ACCIDENT) (DISEASE POLICY LIMIT) (DISEASE EACH EMPLOYEE)
	<input type="checkbox"/> OTHER				



DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS:

CERTIFICATE HOLDER
 NIPSCO
 % ATTORNEY JOSEPH IRAK
 ENVIRON PLAZA
 506 EAST 86TH AVE., SUITE J
 MERRILLVILLE, INDIANA 46410

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL N/A DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
Laura G. G... [Signature]

STATE OF INDIANA)

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COUNTY OF LAKE)



THIS IS TO CERTIFY THAT I, ROBERT FREELAND, RECORDER OF LAKE COUNTY, INDIANA, AM THE CUSTODIAN OF THE RECORDS OF THIS OFFICE, AND THAT THE FOREGOING IS A

FULL, TRUE AND COMPLETE COPY OF A RIGHT OF WAY GRANT

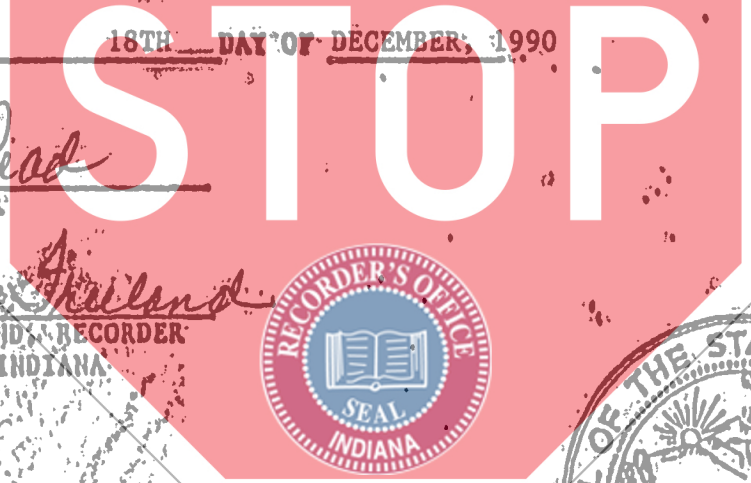
Document is NOT OFFICIAL!

AS RECORDED IN DOCUMENT DOCUMENT # 139696

TOGETHER

WITH THE CERTIFICATE OF ROBERT 'BOB' FREELAND, RECORDER AT THE TIME OF FILING SAID INSTRUMENT.

DATE THIS 18TH DAY OF DECEMBER, 1990



Carolee Lead
DEPUTY RECORDER

Robert Freeland
ROBERT FREELAND, RECORDER
LAKE COUNTY, INDIANA



FORM 10023
5/89

