

CARDINAL PROPERTY  
833 W LINCOLN  
SCHMIDT  
ATTN: DON

**FILED**

MAR 22 1993

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LICENSE AGREEMENT

*Ann N. Anton*  
AUDITOR LAKE COUNTY

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This Agreement, made and entered into by and between NORTHERN INDIANA PUBLIC SERVICE COMPANY, an Indiana corporation, hereinafter called "LICENSOR", and EVORIK ELECTRIC COMPANY, INC., hereinafter called "LICENSEE", WITNESSETH:

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

See Exhibit "A" attached hereto and made a part hereof for legal description.

This License is for the sole purpose of placing a storm water retention pond on the property of LICENSOR 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 LICENSEE.

The rights granted hereunder to LICENSEE are subordinate, to the paramount right of LICENSOR to use its property for all utility and Corporate purposes; and in the event LICENSOR'S intended use of its property is such that it is necessary or desirable that the said storm water retention pond excavated by LICENSEE or any portion 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 storm water retention pond as is necessary within ninety (90) days after being notified in writing by LICENSOR to do so.

LICENSEE shall, upon its abandonment of said Real



STATE OF INDIANA  
LAKE COUNTY  
RECORDER  
MAR 22 1993

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Estate of termination of this agreement remove said storm water retention pond from the property of LICENSOR 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 LICENSEE fails or refuses to remove said storm water retention pond within a reasonable time after the abandonment or the termination of this agreement, LICENSOR may remove the same and LICENSEE hereby expressly agrees to reimburse LICENSOR for any expense incurred in connection therewith.

All grading on LICENSOR'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 LICENSEE that at all times during use of said real estate that any electric lines of the LICENSOR 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. LICENSEE specifically agrees to indemnify and save LICENSOR harmless from any and all claims arising from the LICENSEE, any employee of LICENSEE or invitees or any contractor or subcontractor of LICENSEE coming in contact with the electric lines of the LICENSOR during the use of said property.

LICENSEE 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 LICENSOR, its assignees, grantees and LICENSEES, now or hereafter to be placed thereon.

LICENSEE hereby agrees to defend and indemnify and save

LICENSOR 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 LICENSOR or LICENSEE, 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 LICENSEE, LICENSEE'S agents, employees or invitees, including ingress thereto or egress therefrom pursuant to the permission herein granted; and further, to reimburse, pay and compensate LICENSOR for any such damage due to the use herein sought by LICENSEE and to defend any lawsuits against LICENSOR seeking such damages.

LICENSEE further agrees to pay or reimburse LICENSOR 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 LICENSOR.

No assignment of the rights herein granted shall be made by LICENSEE without the written authorization of the LICENSOR.

IN WITNESS WHEREOF, the undersigned has herein set its hand and seal this 8<sup>th</sup> day of MARCH, 1993

EVORIK ELECTRIC COMPANY, INC.

ATTEST:

By Pamela J. Quarik

By Joseph E. Evorik  
President

NORTHERN INDIANA PUBLIC

SERVICE COMPANY

ATTEST:

By Willa M. Rausch  
NINA M. RAUSCH, SECRETARY

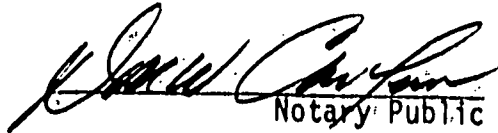
By Stephen P. Adik  
STEPHEN P. ADIK, VICE PRESIDENT

THIS DOCUMENT PREPARED BY  
DON W. CARNAHAN

STATE OF INDIANA }  
COUNTY OF LAKE } SS:

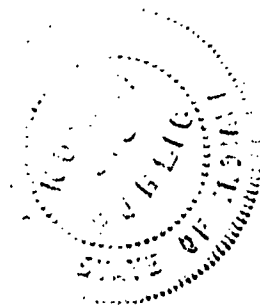
BE IT REMEMBERED that on this 8 day of MARCH, 1993, before me, a notary public in and for the county and state aforesaid, personally appeared STEVEN P. ADK, Vice President, and DAVID HANSEN, Secretary, respectively, of Northern Indiana Public Service Company, and each acknowledged the execution of the 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 herein set forth.

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

  
Notary Public

My Commission expires:

DON W. CARLIAN  
NOTARY PUBLIC STATE OF INDIANA  
LAKE COUNTY  
MY COMMISSION EXP OCT 11, 1994



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STATE OF INDIANA }  
COUNTY OF LAKE } SS:

BE IT REMEMBERED that on this 8<sup>th</sup> day of MARCH, 1993, before me, a notary public in and for the county and state aforesaid, personally appeared JOHN J. EVORIK,

of EVORIK ELECTRIC CO., INC. 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 therein set forth.

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



  
Notary Public

My Commission expires:

8-28-93

# EXHIBIT "A"

KEY 9-453-5

A strip of land located in the Southeast Quarter (SE 1/4) of Section 4, Township 34 North, Range 8 West of the Second Principal Meridian in the County of Lake, State of Indiana more particularly described as follows:

Beginning at the Northwest corner of Lot 6, Venture One, an Industrial Addition to Lake County, Indiana as per plat thereof, recorded in Plat Book 55, page 30 in the Office of the Recorder of Lake County, Indiana, said Point of Beginning being located on the South right of way line of the former Chicago and Erie Railroad Company; thence North on a prolongation of said West line of Lot 6 a distance of thirty-five (35) feet to a point; thence Southeasterly parallel to the centerline of the former Chicago and Erie Railroad Company right of way a distance of Two Hundred Sixty-three and Two Hundredths (263.02) feet to a point; thence South a distance of Thirty-five (35) feet to the Northeast Corner of Lot 5, Venture One, an Industrial Addition to Lake County, Indiana as per plat thereof, recorded in Plat Book 55, page 30 in the Office of the Recorder of Lake County, Indiana, said Corner being located on the South right of way line of the former Chicago and Erie Railroad Company; thence Northwesterly along the said South right of way line a distance of Two Hundred Sixty-three and Two Hundredths (263.02) feet to the Point of Beginning, containing 0.21 acres of land, more or less.

Deed Reference: Quitclaim Deed from USX Corporation-USS Division (formerly United States Steel Corporation), a Delaware corporation (herein "USX") to Northern Indiana Public Service Company, an Indiana corporation, dated March 31, 1989, and recorded in the Office of the Recorder of Lake County, Indiana, on April 28, 1989, as Document No. 034038.