

→ 5367 W. 113rd AVE C.P. 46307 Brad Belush



**NORTHERN INDIANA PUBLIC SERVICE COMPANY
AGREEMENT FOR EXTENSION OF FACILITIES TO SUPPLY
ELECTRIC SERVICE TO DEVELOPMENTS**

FILED

KEY 7-321-1703
DEC 03 1997

THIS AGREEMENT, made this 7th day of March, 19 96, by and between

John T. Krajci of Munster, Indiana, hereinafter called the "Developer" and

NORTHERN INDIANA PUBLIC SERVICE COMPANY, an Indiana corporation, hereinafter called the "Company"

**SAM ORLICH
AUDITOR LAKE COUNTY**

THE PARTIES AGREE AS FOLLOWS:

The Company shall extend in the development known as Valleyview Estates, 2nd Add. in Lake County, Indiana, or parts thereof, its electric facilities in accordance with the Company's plans for the same, namely its Work Order No. 51872-3 (a sketch of said extension is attached and marked Exhibit "A"), said extension being for the purpose of supplying electric service in said development, or parts thereof, to lot numbers as follows: Lots 1-3

DATE: 12/3/97 BOOK: PAGE:
DOCUMENT NUMBER: 97082527
FILED IN THE STATE OF INDIANA, COUNTY OF LAKE

It is mutually agreed that:

The total estimated cost of extending the Company's facilities, with all accessories and equipment except meters and services, required to supply such electric service is: \$ 6,710⁰⁰
The deduction for participation in marketing programs is: \$ —
The difference to be contributed by the Developer which the Developer agrees to pay upon execution of this Agreement is: \$ 6,710⁰⁰

BY RECORDER **MORRIS W. CARTER**
Time: 9:29:35 AM

TERMS AND CONDITIONS

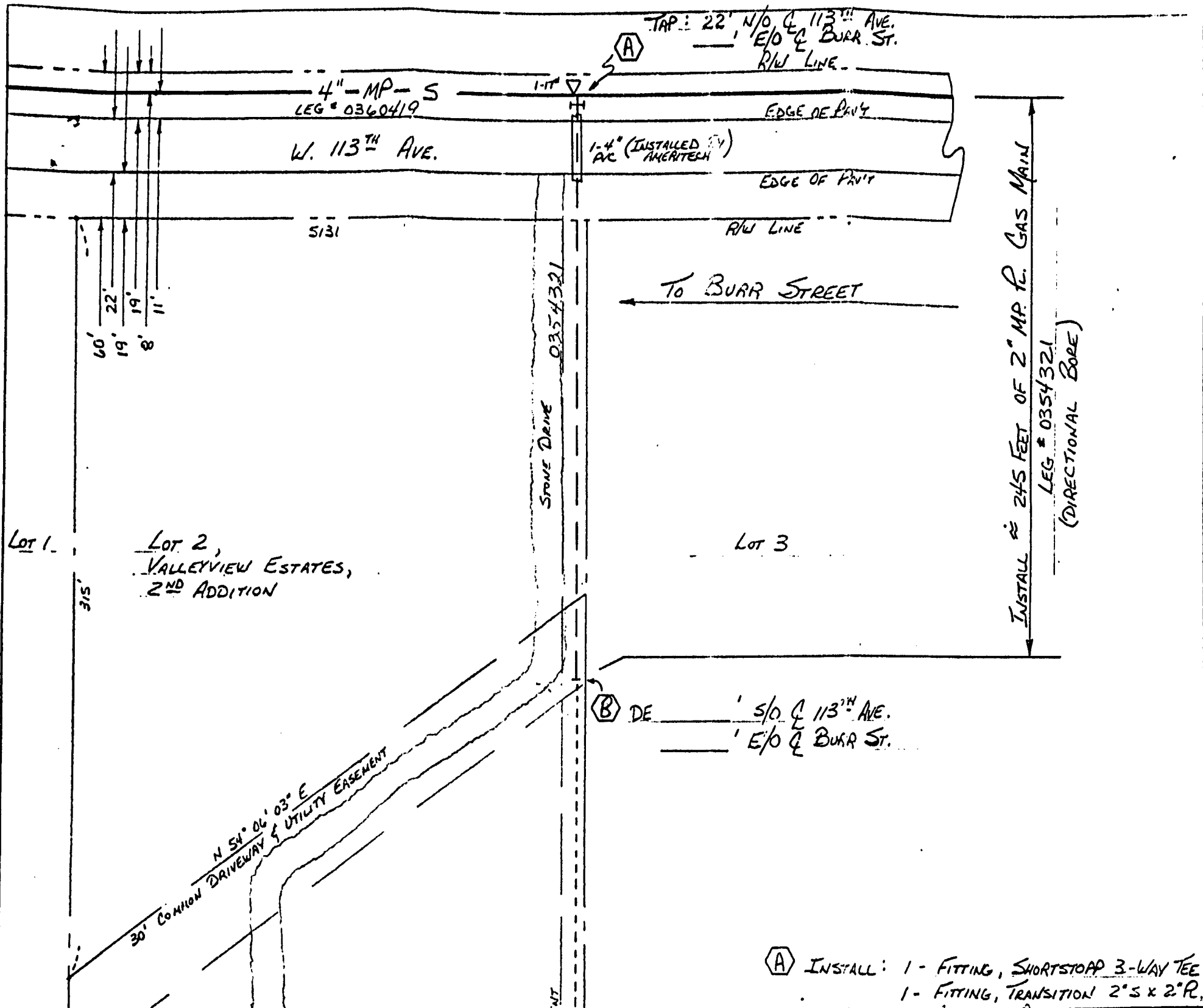
1. Upon the payment of the contribution aforesaid by the Developer to the Company, the Company shall place the extension on the construction schedule, and proceed with the construction of said extension and the same will be completed and the service supplied as soon as practicable, subject to the Company's being able to obtain the necessary materials for the construction thereof. All right and title to ownership of said extension and all of said accessories and equipment shall be and remain in the Company.
2. The Developer shall not be entitled to any interest on the sum contributed. The Company reserves the right to make other, further and additional extensions herein provided for, and in such event there shall be no refund to the Developer for or in respect of customers connected with or to such other, further and additional extensions.
3. For each customer whose service is connected to said extension within a period of six (6) years from the date that Company is first ready to supply service by means of said extension, the Company shall refund to the Developer the amount, if any, by which thirty (30) times the estimated monthly revenue of the customer, as determined in accordance with the Company's current estimating standards at the date of this Agreement, exceeds the cost of connecting such customer, provided that no refund will be made until the estimated revenue exceeds the deduction applicable to marketing programs specified above and at no time shall this amount exceed the amount contributed. The right to said refund shall be a personal right belonging to only the Developer and shall not be transferred or assigned in any manner whatsoever to any other person, firm or corporation unless prior written consent to such transfer or assignment is given by Company. After six (6) years from the date on which electric service was made available to said lots specified above, no further refund shall be made and the amount of the contribution remaining shall be and remain in the Company.
4. If the proper authorities refuse to grant a permit for the use of the highways for the purposes of making said line extension as contemplated herein, or if the necessary right of way on private property is not secured for the Company by the Developer, then the Company may terminate this Agreement and the sum paid by the Developer shall be refunded. The Developer shall obtain the necessary tree trimming permits and clearance of any trees which may interfere with the construction of said electric line and the Developer agrees to bear all additional expense which may occur from rerouting or overbuilding any trees or other obstructions which can not be overcome or removed by reason of the inability of the Developer to secure the proper consent of the owner.
5. After said extension is completed, the Company shall have the right at all times to make such changes and improvements therein as shall, in its opinion, be necessary for proper operation of the same.
6. This Agreement is subject to all rules and regulations of the Company now or hereafter on file with and approved by the Indiana Utility Regulatory Commission (IURC). This Agreement is also subject to all rules and regulations now or hereafter prescribed, in respect thereto, by the IURC.
7. Neither the Company nor its subcontractors, if any, shall discriminate against any employee or applicant, to be employed in the performance of this Agreement, with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of such employee's or applicant's race, color, religion, national origin, sex, handicap or ancestry.

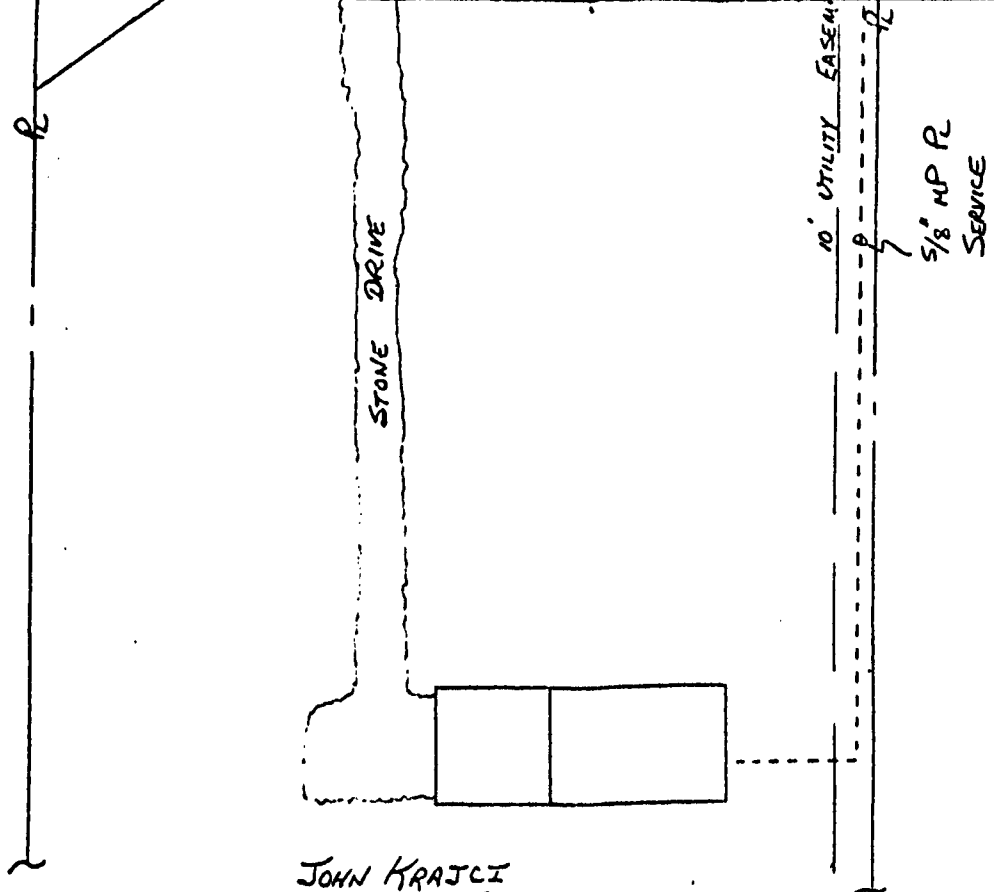
The parties agree to all terms and conditions set forth above. This Agreement shall be in full force and effect when signed by the authorized representatives of both parties.

CUSTOMER (please sign all copies)
John T. Krajci
Customer (Print Legal Name)
By: John T. Krajci
Signature
Title: _____

NORTHERN INDIANA PUBLIC SERVICE COMPANY
Agreement Originated By: Greg D. Crowder
Signature
Title: District Project Engineer
Approved By: S. D. Summers
Signature
Title: Stuart D. Summers
1000225
4600
Manager, Electric Sales R/C

3
902911007





- 1- COUPLING, PLASTIC 2"
- 1- ANODE, MAGNESIUM 17"

ⓑ INSTALL: 1- CAP, PLASTIC 2" DE

AIR PRESSURE TEST

DURATION ____ AT ____ PSI

BY ____ DATE ____

JOHN KRAJCI
 5131 W. 113TH AVE.
 CROWN POINT, IN 46307

 2100 SQ. FT. HOME

"EXHIBIT A"

JOINT TRENCH W/ELEC. & TELE.

AMERITECH BT

RURAL - CENTER TOWNSHIP - LAKE COUNTY
 SECTION 12, TOWNSHIP 34 N., RANGE 9 W.
 GRID BE-12-D TAX UNIT M13
 DG 2703-1, SHEET # 74
 JACKSON HWY LINEN BOOK, SHEET # 6F 24E

N

W.O.# 41342-3		MR# 030 41342-3 0000		REV.
NORTHERN INDIANA PUBLIC SERVICE COMPANY HAMMOND INDIANA		TITLE JOHN KRAJCI - 2" MEDIUM PRESSURE PLASTIC GAS MAIN EXT.		
DRAWN BY GDC	CHECKED BY SBL	SCALE 1" = 50'	DETAIL INSTALL APPROXIMATELY 245' OF 2" MEDIUM PRESSURE PLASTIC MAIN TO PROVIDE NATURAL GAS SERVICE TO THREE (3) NEW RESIDENTIAL LOTS; VALLEVIEW ESTATES, 2 ND ADDITION, LOTS 1-3	
ENGINEER G. D. CROWDER MANAGER	SUPERVISOR S. B. LEWANDOWSKI DIRECTOR, ENG'R.	DATE 3-4-96	LOCATION 5131 W. 113 TH AVE., CROWN POINT	