

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "License Agreement") is made and entered into on \_\_\_\_\_, 2021, by and between Northern Indiana Public Service Company, an Indiana, LLC, an Indiana limited liability company, ("NIPSCO"), and the Town of Munster, an Indiana Municipal corporation, with its principal address located at 1005 Ridge Road, Munster, Indiana, (the "Licensee").

### RECITALS

**WHEREAS**, NIPSCO is the owner of that certain real property designated as parcel identification number(s) 45-07-29-103-001.000-027 & 45-07-29-201-002.000-026 located in Lake County, Indiana, as further depicted in Exhibit A attached hereto and incorporated herein (the "Property");

**WHEREAS**, the Licensee desires to access a certain portion of the Property, as further depicted in Exhibit B attached hereto and incorporated herein (the "Licensed Area"), to perform geotechnical soil borings in support of the Munster-Highland Pedestrian Bridge Project on portions of the Property as depicted in Exhibit B (the "Bore Locations"); and

**WHEREAS**, NIPSCO is willing, subject to the terms and conditions of this License Agreement, to allow Licensee to use the Licensed Area in accordance with the terms of this License Agreement.

### LICENSE

**NOW THEREFORE**, for and in consideration of the foregoing promises and of the performance of the promises and covenants set forth herein, the parties agree as follows:

1. NIPSCO grants to Licensee, its officers, agents and employees, the non-exclusive right, privilege and license without any warranty or representation of any kind or nature and only to the extent NIPSCO title permits and subject to the terms set forth herein, a non-exclusive license, right and the authority to use the Licensed Area for the Bore Locations. NIPSCO also grants Licensee the right to use the Property for ingress and egress to access the Licensed Area in accordance with the terms and conditions of this License Agreement.

2. NIPSCO makes no representations or warranties regarding the suitability of the Property for Licensee's intended use of the Licensed Area under this License Agreement. NIPSCO further also makes no representations or warranties regarding any subsurface utilities, improvements or conditions under the Property. Licensee acknowledges that it has freely chosen to enter the Property to use the Licensed Area, and that it is aware of, and fully appreciates, the nature and extent of the risks associated with doing so.

3. Licensee acknowledges that Licensee's access to and use of the Property and the Licensed Area and use of the Bore Locations permitted under this License Agreement is secondary to NIPSCO's access to and use of the Property. The use of the Property and the Licensed Area under this License Agreement is subject and subordinate to possession and use of the Property by NIPSCO and/or NIPSCO's assigns. NIPSCO reserves full possession of the Property for NIPSCO's uses and purposes and the right to enter upon the Property at any and all times to repair, replace, renew, erect or complete the erection of any existing or future NIPSCO Facilities (as defined below) over, under or across the Property at NIPSCO's discretion. NIPSCO

reserves the right to construct, install, modify or replace, inspect, alter, extend, or repair any NIPSCO Facilities or authorize others to perform such work, which work, to the extent commercially reasonable, shall be performed in such a manner as not to unreasonably interfere with Licensee's use of the Licensed Area for the work and activities permitted under the License. Licensee agrees to relocate the Bore Locations, its materials and equipment at the Licensee's sole cost if requested by NIPSCO in order for NIPSCO to reasonably operate, inspect, maintain, construct, repair, alter, replace and/or upgrade any of the NIPSCO Facilities. Licensee shall also be responsible for the restoration of the Licensed Area, Bore Locations after any work performed by or on behalf of NIPSCO.

4. Licensee acknowledges and agrees that Licensee will be solely responsible for the protection and security of the Bore Locations, any Licensee materials, equipment, machines and vehicles located on the Property during the construction, restoration, modification, repair of the Licensed Area.

5. Licensee agrees to immediately notify NIPSCO of any incident or event which damages the Property or any NIPSCO Facilities, or which could potentially damage the Property or NIPSCO Facilities. Licensee covenants that Licensee, its officers, agents, employees and assigns shall use due care and diligence in all operations and activities conducted at the Property and in the vicinity of the NIPSCO Facilities, as is necessary to avoid injury to persons (including death) or damage to property. In the event that Licensee, or its agents, employees or contractors damage any NIPSCO Facilities, NIPSCO shall perform the repairs, and Licensee shall reimburse NIPSCO for all costs and expenses incurred by NIPSCO to perform said repairs and compensate NIPSCO for any loss of use of the NIPSCO Facilities, including the loss of gas or electrical service to customers. Licensee will fully compensate NIPSCO for any loss of use of any portion of the NIPSCO Facilities caused by or resulting from Licensee's activities on the Property.

6. Licensee, and its officers, agents, employees and invitees, shall not alter or damage the Property, or any of NIPSCO's electric lines, gas pipelines, towers, or any other NIPSCO equipment or facilities located on the Property, including without limitation, roads, gates, fences, railings or buildings (collectively, the "NIPSCO Facilities"), nor shall Licensee disturb, interfere with the use, operation, inspection, maintenance or repair of any NIPSCO Facilities.

7. All labor provided and materials furnished in performing work under this License Agreement, shall be at Licensee's sole cost and expense. Licensee shall keep the Property fully protected against liens of any kind arising out of or connected to Licensee's operations on or contamination of the Property. In the event that a lien is placed on the Property as the result of Licensee's activities or presence on the Property, Licensee shall immediately notify NIPSCO of such lien. Licensee shall also take action, at Licensee's sole cost and expense, to have any such liens promptly removed from the Property, and shall provide NIPSCO with written evidence of such lien having been removed.

8. The Licensee shall not permit any structures or permanent improvements to be constructed or otherwise located on the Property, except as provided in this License Agreement without the express prior written consent of NIPSCO. Further, Licensee shall not permit holes, obstructions or other conditions on the Property which could create a hazard of any kind. No equipment shall be refueled while under, or in the vicinity of any NIPSCO Facilities. No fuel Tanks or fuel trucks shall be parked on the Property. No elevated cranes shall be erected under NIPSCO overhead lines. The minimum OSHA approach distance to NIPSCO facilities shall be maintained.

Wood matting shall be used when necessary to prevent rutting on the Property. The Licensee, at its sole cost and expense, shall keep and maintain the Property in a clean and orderly condition at all times and shall keep the Property free of materials and debris except when such are being actively used by Licensee in accordance with this License Agreement. The Licensee shall not damage the Property or damage or alter any of the NIPSCO Facilities or any roads, gates, fences, railings or buildings on the Property; furthermore, Licensee shall not interfere with the use, operation, inspection, maintenance or repair of any NIPSCO Facilities. Licensee shall not cause the existing surface of the Property to erode in any way.

9. Licensee acknowledges that the use of the Licensed Area shall be done at Licensee's sole risk, cost and expense, and that Licensee shall be solely responsible for obtaining and maintaining all necessary permits, rights-of-way and approvals associated with or required for the use of the Licensed Area. Licensee shall comply with all applicable laws, rules and regulations in conducting its operations and activities on the Property. Licensee shall also be solely responsible to ensure that all aspects of the maintenance and use of the Licensed Area fully comply with all laws and requirements that are or may become applicable.

10. NIPSCO may disturb, modify, move or remove the Licensed Area, Bore Locations, or an portion of the Property as NIPSCO determines is needed, in order to allow NIPSCO to operate, inspect, maintain, construct, repair, alter, replace and/or upgrade the Property or any NIPSCO Facilities. NIPSCO shall not be responsible for compensating Licensee for any loss of use of, interference with operation of, or damage to the Licensed Area or any improvements to the Licensed Area by Licensee occasioned by NIPSCO's activities. Licensee shall, at its own cost and expense, be responsible for restoration of the Licensed Area.

11. Licensee agrees that it will not take any action that results in the release of a pollutant, contaminant or Hazardous Substance (as defined herein), at or from the Property. Licensee shall immediately notify NIPSCO of any release of or discovery of a prior release of a pollutant, contaminant or Hazardous Substance on the Property caused by Licensee or its contractors and regardless of whether such release is reportable under law. For purposes of this License Agreement, "Hazardous Substance" shall mean any hazardous, flammable, corrosive, toxic, radioactive or infectious substance, material or waste as defined, listed or regulated under any federal, state or local statute, regulation or ordinance relating to the protection of human health or the environment, including, without limitation, pipeline liquids, petroleum, oil and its fractions.

12. Licensee shall comply with all governmental statutes, ordinances, regulations, orders and directives concerning public health, safety or the environment ("Environmental Laws") applicable to its activities within, on and along the Property. If, as a result of any activities by the Licensee, there is any release of a pollutant, contaminant or Hazardous Substance, the Licensee shall, at its sole cost and expense, take those steps as may be reasonably necessary to contain the release and restore the affected areas to being in compliance with all applicable local, state and federal Environmental Laws. Licensee shall provide to NIPSCO copies of any and all correspondence, notices, etc., prepared by or received by Licensee under Environmental Laws, associated with its operations on the Property.

13. Licensee covenants and agrees to indemnify, hold harmless and defend NIPSCO, its agents and employees from and against any and all losses, damages, liability, claims for damages on account of or by reason of injury, including death, which may be sustained by any

person (including without limitation the employees of Licensee, and any contractor or subcontractor of Licensee), from and against any and all damages to property, including environmental contamination or liability and loss of use (including without limitation damage to or loss of use of property of NIPSCO), caused by or arising out of any act or omission of Licensee, its agents, employees or subcontractors, in connection with the Bore Locations, the presence of Licensee, and of Licensee's employees, contractors, subcontractors, agents and facilities, on the Property and/or Licensee's breach of this License Agreement, except to the extent that the same shall be found to have been caused by the joint or concurrent negligence of NIPSCO, its agents or employees. Licensee shall give NIPSCO written notice of any claim, demand, suit or action arising from the exercise of this License Agreement within ten (10) business days from the date that Licensee becomes aware of such claim, demand, suit or action.

14. Licensee shall ensure that any and all subcontractors on the Property, at all times during which people or materials subject to their supervision or control are on the Property, maintain in effect from a company or companies authorized to do business in the State of Indiana and approved by the National Association of Insurance Commissioners, or through self-insurance, the following minimum insurance; (a) General Liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per person combined single limit for bodily injury and with a general aggregate of Two Million Dollars (\$2,000,000.00) per occurrence against all claims and demands for any injury to persons and for any property damage; which may occur or be claimed to have occurred as the result of the activities or use of the Property, naming NIPSCO an additional insured. It being understood and agreed that these limits may be provided by a combination of primary and excess liability policies; (b) Comprehensive Automobile Liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury and property damage, again, it being understood and agreed that these limits may be provided by a combination of primary and excess liability policies; (c) Workers Compensation insurance in an amount not less than the statutory minimums provided under Indiana law; and (d) Excess or Umbrella Liability insurance with a combined single limit of not less than Three Million Dollars (\$3,000,000.00) per occurrence and project or per location aggregate. Certificates showing the foregoing insurance shall be furnished to NIPSCO prior to a subcontractor's first entry to the Property. Further, NIPSCO reserves the continued right to review the amounts of the foregoing insurance coverage and to, from time to time, require the Licensee to increase such coverage amounts, if deemed necessary by NIPSCO in its sole discretion.

15. This License Agreement and the License herein granted shall expire thirty (30) days from the date hereof, but may be terminated before that date, by either NIPSCO or the Licensee by giving the other party written notice of termination. On or before the foregoing expiration date or the effective date of termination, whichever shall first occur, the Licensee shall, at its own cost and expense, promptly remove all improvements and return the Property to substantially the same condition as it was as of the date of this License Agreement, reasonable wear and tear excepted. Should Licensee fail to timely remove all improvements, then NIPSCO shall have the right to remove the improvements at Licensee's sole cost and expense.

16. Licensee releases and waives any and all rights to recover any and all losses, claims, expenses, and damages for personal injuries, property damages, loss of life or property from NIPSCO for or on account of any loss of any kind or nature suffered by Licensee arising out of Licensee's use of the Property; and assigns all risk of injuries or damages to its officials, employees, contracts, or agents.

17. All written notices required or permitted under this License Agreement shall be served by (i) certified mail, return receipt requested, to the party to whom the same is directed at that party's respective address, as set forth below (ii) overnight delivery by recognized overnight carrier to the party to whom the same is directed at that party's respective address, as set forth below.

If to NIPSCO: Northern Indiana Public Service Company, LLC  
801 East 86<sup>th</sup> Avenue  
Merrillville, Indiana 46410  
Attn: NIPSCO Survey & Land

With a copy to: NiSource Corporate Services Company  
801 East 86<sup>th</sup> Avenue  
Merrillville, Indiana 46410  
Attn: Legal Department

If to Licensee: Town of Munster  
1005 Ridge Road  
Munster, Indiana 46321  
Attn: Dustin Anderson

Or at such other address or facsimile number as either party may from time-to-time designate by giving written notice, as provided herein. The date of service of notice shall be the date on which such notice is received (or, alternatively, if notice is given by certified mail, the date upon which receipt is refused).

18. Licensee shall cooperate with NIPSCO with respect to monitoring the Property for any unauthorized entry or trespass, and with respect to any lawful actions taken by NIPSCO to prevent, or enforce its rights against any person committing, such unauthorized entry or trespass.

19. Licensee shall use the Property solely for purposes of the use of the Licensed Area, and shall not allow, and shall take reasonable measures to prevent, use of the Property and the Licensed Area by any other persons or for any purpose.

20. This License Agreement grants permission for only the Licensed Area, and shall not be deemed or construed as granting permission for any other or further use of the Property. Further, the License is applicable to only the foregoing described Property, and no additional rights of ingress and/or egress other than those specifically described above shall be used without first obtaining written approval from NIPSCO. Licensee shall not assign this License Agreement or the License herein granted without obtaining the prior written consent of NIPSCO.

21. This License Agreement contains the entire agreement and understanding of the parties hereto with respect to the License herein granted. No part of this License Agreement may be amended or modified, except in writing signed by both NIPSCO and Licensee. Should any provision of this License Agreement be declared invalid by a legislative administrative or judicial

body of competent jurisdiction, then the other provisions contained herein shall remain in full force and effect and shall be unaffected by such declaration.

22. The terms, conditions and covenants set forth herein shall be binding upon, and accrue to the benefit of NIPSCO and Licensee, and each of their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have entered into this License Agreement as of the date provided above.

**TOWN OF MUNSTER**

By: \_\_\_\_\_

Print: Dustin Anderson

Its: Town Manager

**NORTHERN INDIANA PUBLIC  
SERVICE COMPANY, LLC**

By: \_\_\_\_\_

Phillip A. Patrick  
Leader Survey & Land IN

# EXHIBIT "A"

NIPSCO ROE 45914

☆ Parcel: 45-07-29-103-001.000-027 > | ...

**Owner:**

Northern Indiana Public Service Co

**Mailing Address:**

290 W Nationwide Blvd, PO Box 117 Columbus OH 43215

**Site Address:**

8905 WHITE OAK AVE MUNSTER IN 46321

☆ Parcel: 45-07-29-201-002.000-026 > | ...

**Owner:**

Northern Indiana Pub. Service Co.

**Mailing Address:**

290 W Nationwide Blvd, PO Box 117 Columbus OH 43215

**Site Address:**

8918 WOODWARD ADJ AVE HIGHLAND IN 46322



**NIPSCO**

NORTHERN INDIANA PUBLIC SERVICE COMPANY

801 EAST 86TH AVENUE

MERRILLVILLE, INDIANA 46410



# EXHIBIT "B"

NIPSCO ROE 45914

