

10
Little Calumet River Basin
Development Commission
6100 Southport Road
Portage, IN 46368

NORTHERN INDIANA PUBLIC SERVICE COMPANY

TEMPORARY WORK AREA EASEMENT

BURR STREET BETTERMENT LEVEE

DC 599

99081902

This Agreement, made and entered into by and between Northern Indiana Public Service Company, an Indiana Corporation, hereinafter called "NIPSCO" and the State of Indiana, Little Calumet River Basin Development Commission, hereinafter called the "COMMISSION":

WITNESSETH:

For and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledge, NIPSCO, to the extent its title permits it to do so, does hereby grant to the COMMISSION an assignable non-revocable temporary work area easement, but without warranty of any kind or nature, to construct, maintain and utilize access for the movement of men and equipment along, upon and across NIPSCO's property located in Lake County, Indiana, described as follows:

Temporary Work Area Easement - (Exhibit A)

This temporary work area is for the sole use of the COMMISSION, its successors and assigns at the above-mentioned location and no other use or route shall be made across or along said property by the COMMISSION for a period no longer than six (6) months after completion of construction.

The rights and privileges granted hereunder to the COMMISSION are subject and subordinate at all times during the lifetime of this agreement to the paramount right of NIPSCO to use the easement area for all public utility and corporate purposes and to the right of NIPSCO to enter upon the easement area at any time, and from time to time for the purposes of constructing and installing, maintaining and operating gas pipelines and electric lines and any and all equipment and facilities which it deems necessary or advisable in its public utility and corporate operations, all without any liability to the COMMISSION or COMMISSION's property when located upon the easement area.

NOT-TAXABLE

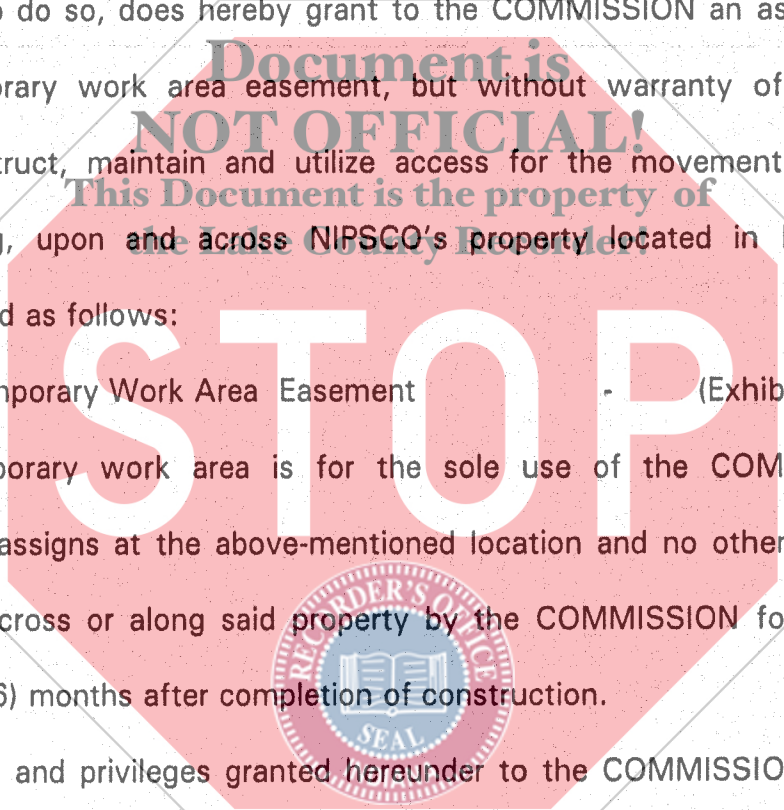
OCT 05 1999

PETER BENJAMIN
LAKE COUNTY AUDITOR

Little Calumet River Basin
Development Commission
6100 Southport Road
Portage, IN 46368

2800
000373
000381

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
99 OCT -5 AM 10:52
JAMES W. CARTER
RECORDER



It is understood by the COMMISSION that at all times during the construction, maintenance, and repair of said of said access, the electric lines of NIPSCO 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. The COMMISSION specifically agrees to indemnify and save NIPSCO harmless from any claims arising from the COMMISSION, its assignees, or contractors coming in contact with the electric lines of NIPSCO during the construction, operation, maintenance of such temporary work area, unless such claim arises due to the negligent or intentional act of NIPSCO, or its agent, contractors or employee.

The COMMISSION, its assignees, and contractors shall use and maintain the easement area in a manner not to injure, damage, or interfere with the existing poles, towers, foundations, wires, cables, anchors, pipes, mains, valves, equipment and facilities of NIPSCO, its assignees, grantees and licensees.

The COMMISSION hereby agrees to defend and indemnify and save NIPSCO 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 damage to property, either to NIPSCO or the COMMISSION, its agents, servants or business invitees, or to any other persons, corporations or organizations resulting from or in any way connected with or in consequence of, the requested use or occupancy of the easement area by COMMISSION, its' agents, servants, employees or invitees, including ingress thereto or egress therefrom; and further, to reimburse, pay and compensate NIPSCO for any such damage due to the use herein sought by the COMMISSION and to defend any lawsuits against NIPSCO seeking such damages unless caused by the negligence or its agents, contractors or employees. The above paragraph shall not apply to the United States Government.

The COMMISSION, at its own cost and expense, shall procure and keep in full force and effect during the term of this agreement or any extension thereof, insurance for the protection and benefit of the COMMISSION and NIPSCO both individually and jointly, naming Northern Indiana Public Service Company 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. The COMMISSION shall deliver to NIPSCO copies of said policies or certificates thereof prior to occupying the easement area. Should it become necessary, NIPSCO reserves the right to increase the above minimum insurance coverage at any time during the term of this agreement, not to exceed \$1,000,000.

The COMMISSION further agrees that no mechanic's lien shall be permitted to accrue or be filed against any portion of NIPSCO's premises for or on account of any action, matter or thing required or permitted to be done by the COMMISSION under this agreement and in the event that any such mechanic's lien does accrue or is filed against said premises, NIPSCO may take such steps and make such reasonable payments as are necessary to extinguish said mechanic's lien and the COMMISSION shall pay NIPSCO, upon being billed therefore, the amount that NIPSCO was required to pay and expend in order to extinguish said lien.

The COMMISSION, its assignees, and contractors shall provide and maintain to the specifications of NIPSCO adequate barriers and safeguards for and in respect to all poles, towers, gas mains and any other structures, if any, of NIPSCO or any other persons or corporations which may from time to time be located on or near enough to the easement area to be endangered by traffic using the easement area during construction, operation and maintenance.

In the event NIPSCO requires to enter upon the easement area for the sole purpose of new construction for constructing, installing, maintaining and operating pipelines, and electric lines in, on, over or under the levee system, the COMMISSION and the U.S. Army Corps of Engineers must be notified. The construction must be coordinated with the Corps prior to commencing any construction. In the event of emergency, NIPSCO may enter the easement area for the purpose of repairs to preserve the public health and safety, without giving prior notice to the COMMISSION.

The COMMISSION agrees that no contaminated or hazardous materials, as defined under CERCLA and RECRA, shall be used on the easement area; and in the event of breach of this provision by the COMMISSION, the COMMISSION shall

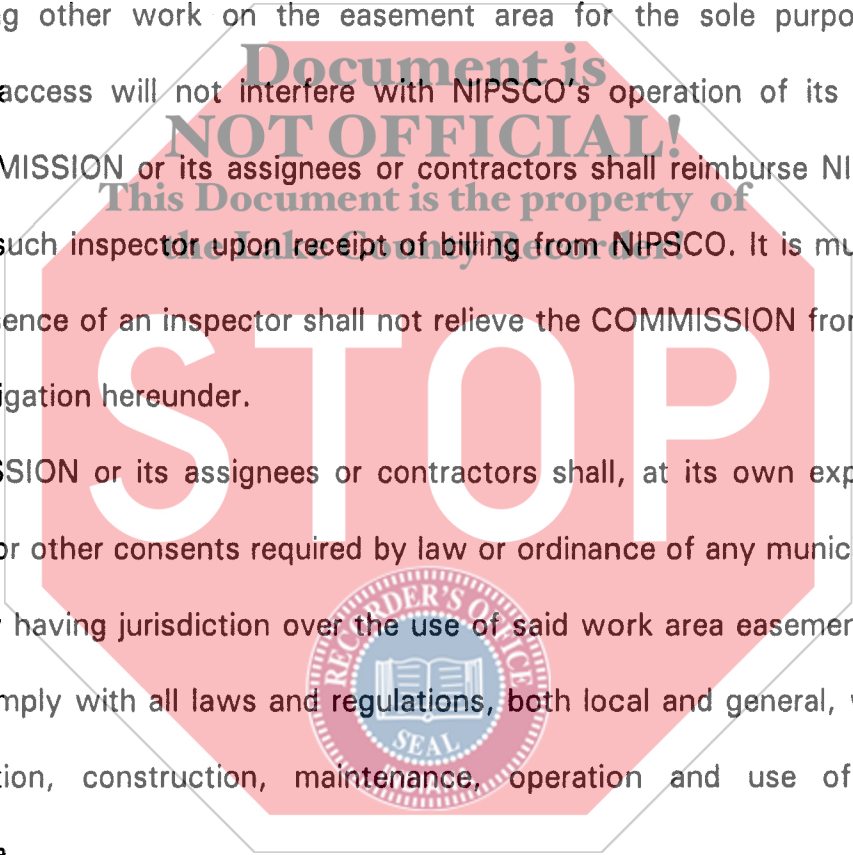
indemnify and protect NIPSCO against any liability arising from such breach, including but not limited to, reimbursement of the cost of defending claims, removal costs and any fines or costs associated therewith.

No structures shall be constructed on the easement area. The COMMISSION shall permit no holes or obstructions on the easement area which could create a hazard of any kind. The COMMISSION shall keep and maintain the easement area in a clean and orderly condition at all times. The COMMISSION shall maintain a minimum of four (4) feet of cover over NIPSCO'S gas mains located within the easement area.

NIPSCO may have an inspector present at any time during the lifetime of this agreement or during other work on the easement area for the sole purpose of assuring that said access will not interfere with NIPSCO's operation of its utility facilities. The COMMISSION or its assignees or contractors shall reimburse NIPSCO for the expense of such inspector upon receipt of billing from NIPSCO. It is mutually agreed that the presence of an inspector shall not relieve the COMMISSION from any liability, claim or obligation hereunder.

The COMMISSION or its assignees or contractors 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 use of said work area easement and shall at all times comply with all laws and regulations, both local and general, which affect the installation, construction, maintenance, operation and use of said temporary work area.

Failure by the COMMISSION to comply with any of the terms and conditions herein contained shall constitute a default; and if such default shall continue more than fifteen (15) days from the date notice of such default is mailed by NIPSCO to the COMMISSION, as provided below, then NIPSCO shall have the right, without further notice to prosecute legal action for injunction, then NIPSCO shall have the right, without further notice to prosecute legal action for injunction, mandate, specific performance and/or damages in a court of competent jurisdiction with cost, interest and attorney's fees to the prevailing party.



All notices or demands hereunder may be served on NIPSCO by certified mail addressed to: Cardinal Property Management, 833 West Lincoln Highway, Schererville, IN 46375; or upon the COMMISSION address to: Little Calumet River Basin Development Commission, 6100 Southport Road, Portage, IN 46368.

This agreement and its privileges shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

IN WITNESS WHEREOF, the parties hereto have caused this agreement this 5th day of August, 1999.

NORTHERN INDIANA PUBLIC SERVICE COMPANY

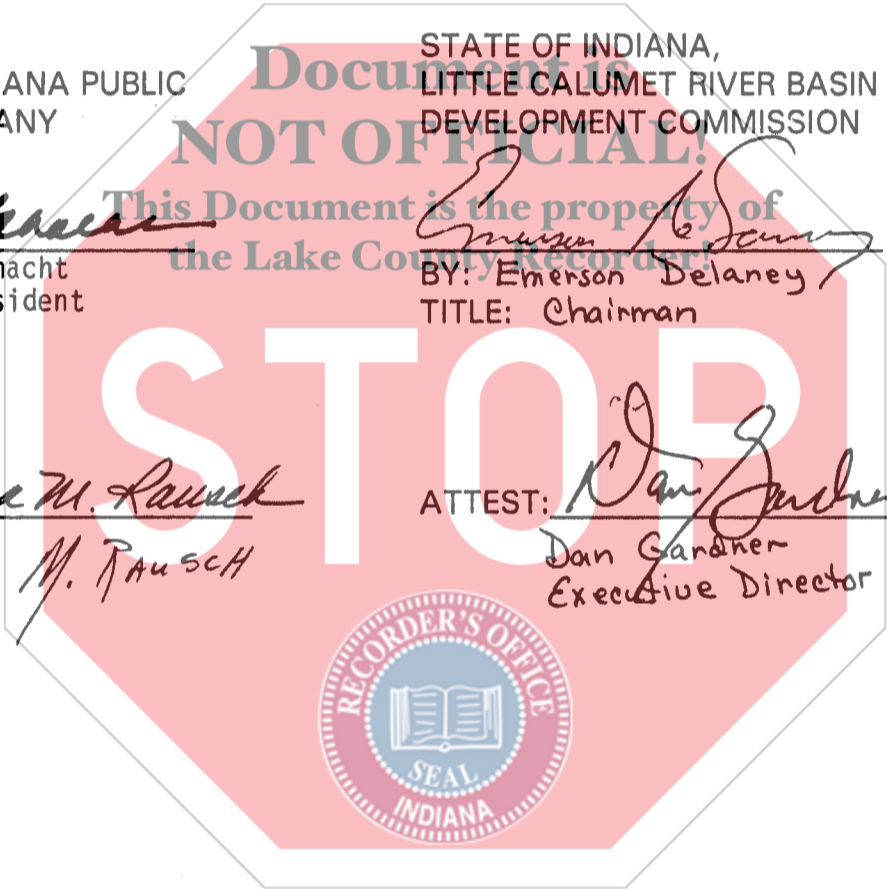
BY: R. J. Schacht
TITLE: Vice President

STATE OF INDIANA,
LITTLE CALUMET RIVER BASIN
DEVELOPMENT COMMISSION

BY: Emerson Delaney
TITLE: Chairman

ATTEST: Nina M. Rausch
NINA M. RAUSCH

ATTEST: Dan Gardner
Dan Gardner
Executive Director



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, on this 3rd day of August, 1999, came R. Schacht and Nina Trausch, the Vice Pres and Secretary, respectively, of the Northern Indiana Public Service Company, and acknowledged the execution of the foregoing instrument.

Witness my Hand and Notarial Seals.

My Commission Expires:

4/02/07

Resident of: _____

John R. Carr
NOTARY PUBLIC

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JOHN R. CARR, III
Notary Public, State of Indiana
County of Laporte
My Commission Expires May 02, 2007

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, on this 5th day of August, 1999, came Emerson Delaney and Dan Gardner, the Chairman and Executive Director, respectively, of the Little Calumet River Basin Development Commission, and acknowledged the execution of the foregoing instrument.

Witness my Hand and Notarial Seals.

My Commission Expires:

April 14, 2000

Resident of: LAKE

Sandra J. Mordus
NOTARY PUBLIC
Sandra S. Mordus



COUNTY: LAKE
 SECTION: 24
 TOWNSHIP: 36 NORTH
 RANGE: 9 WEST

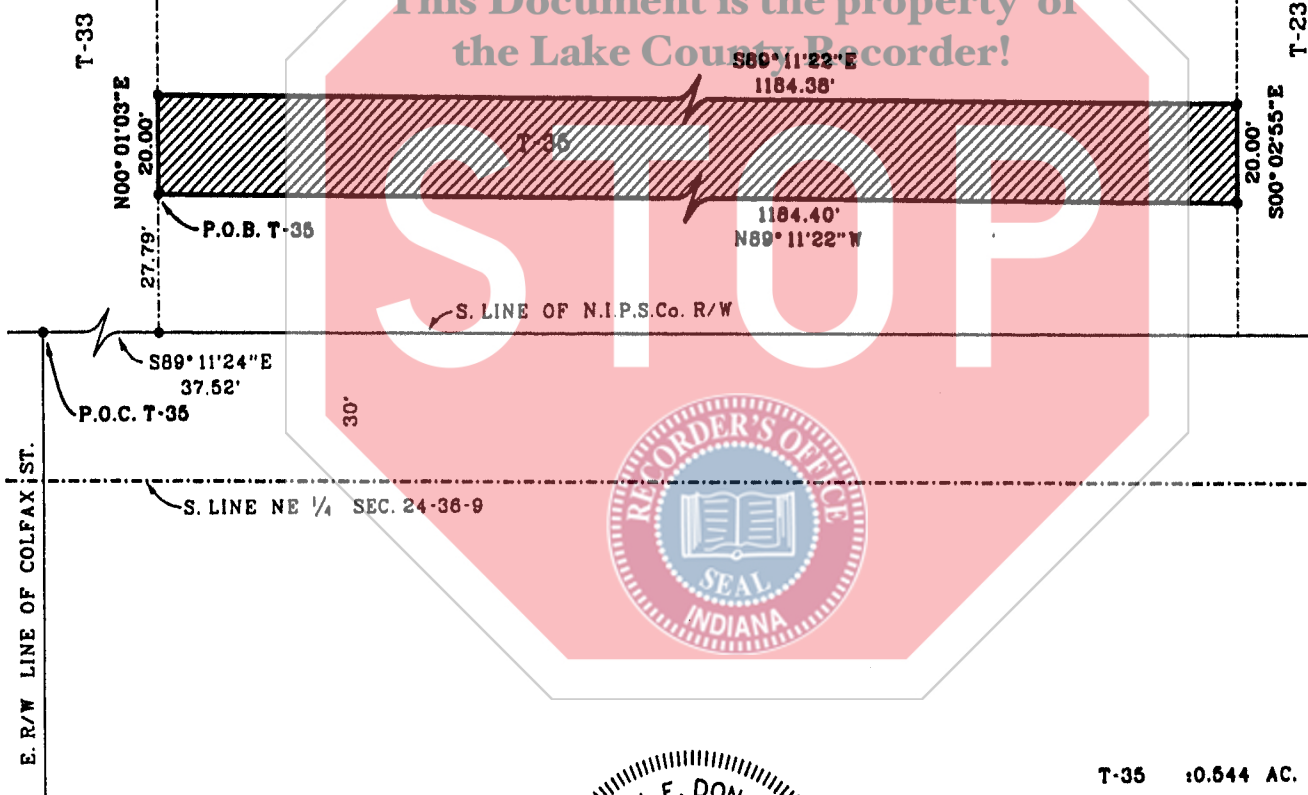
OWNER: N.I.P.S.Co.

TEMPORARY WORK AREA EASEMENT, T-35
 ACCESS ROAD

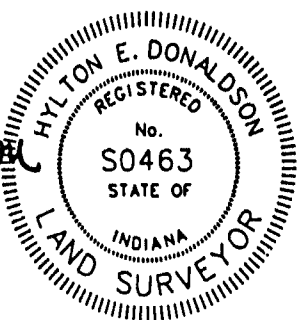


T-35 IS A 20 FOOT WIDE TEMPORARY WORK AREA
 ROAD EASEMENT LOCATED BETWEEN COLFAX ST.
 AND CALHOUN ST.

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 the Lake County Recorder!



Hylton E. Donaldson



- T-35 :0.544 AC.
- TEMPORARY EASEMENT
- PERMANENT EASEMENT
- LINE BREAK

GLE GREAT LAKES
 ENGINEERING, L.L.C.

Lake County Office
 4527 Columbia Ave
 Hammond, IN 46327
 219.933.1954

Porter County Office
 2588 Portage Mall
 P.O. Box 1036
 Portage, IN 46368
 219.762.3559

LC Little Calumet River Basin
 Development Commission

6100 Southport Road Portage, Indiana 46368

LITTLE CALUMET RIVER, INDIANA
 LOCAL FLOOD PROTECTION
 BURR STREET BETTERMENT LEVEE

SHEET 1 OF 2	SCALE: 1" = 40'
REVISED DATE: 7/13/1999	LCRBDC03

COUNTY: LAKE
SECTION: 24
TOWNSHIP: 36 NORTH
RANGE: 9 WEST

OWNER: N.I.P.S.Co.

TEMPORARY WORK AREA EASEMENT, T-35
ACCESS ROAD

DESCRIPTION OF TEMPORARY EASEMENT:




That part of the Northwest Quarter of Section 24, Township 36 North, Range 9 West, of the Second P.M., all in the City of Gary, Lake County, Indiana, described as follows:

COMMENCING at a point being the intersection of the East Right-of-Way line of Colfax Street and the South line of the 150 foot N.I.P.S.Co. Right-of-Way, which line is 30 feet North of and parallel with the South line of the Northwest Quarter of said Section 24; thence South 89 degrees 11 minutes 24 seconds East, 37.52 feet; thence North 00 degrees 01 minutes 03 seconds East, 27.79 feet, to the POINT OF BEGINNING; thence North 00 degrees 01 minutes 03 seconds East, 20.00 feet; thence South 89 degrees 11 minutes 22 seconds East, 1184.38 feet; thence South 00 degrees 02 minutes 55 seconds East, 20.00 feet; thence North 89 degrees 11 minutes 22 seconds West, 1184.40 feet, to the POINT OF BEGINNING, containing 0.544 acres, more or less.



Hylton E. Donaldson




-  TEMPORARY EASEMENT
-  PERMANENT EASEMENT
-  LINE BREAK

GLE GREAT LAKES
ENGINEERING, L.L.C.

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LITTLE CALUMET RIVER, INDIANA
LOCAL FLOOD PROTECTION
BURR STREET BETTERMENT LEVEE

SHEET 2 OF 2

SCALE: 1" = 40'

REVISED DATE: 7/13/1999

LCRBDC03

COUNTY: LAKE
SECTION: 24
TOWNSHIP: 36 NORTH
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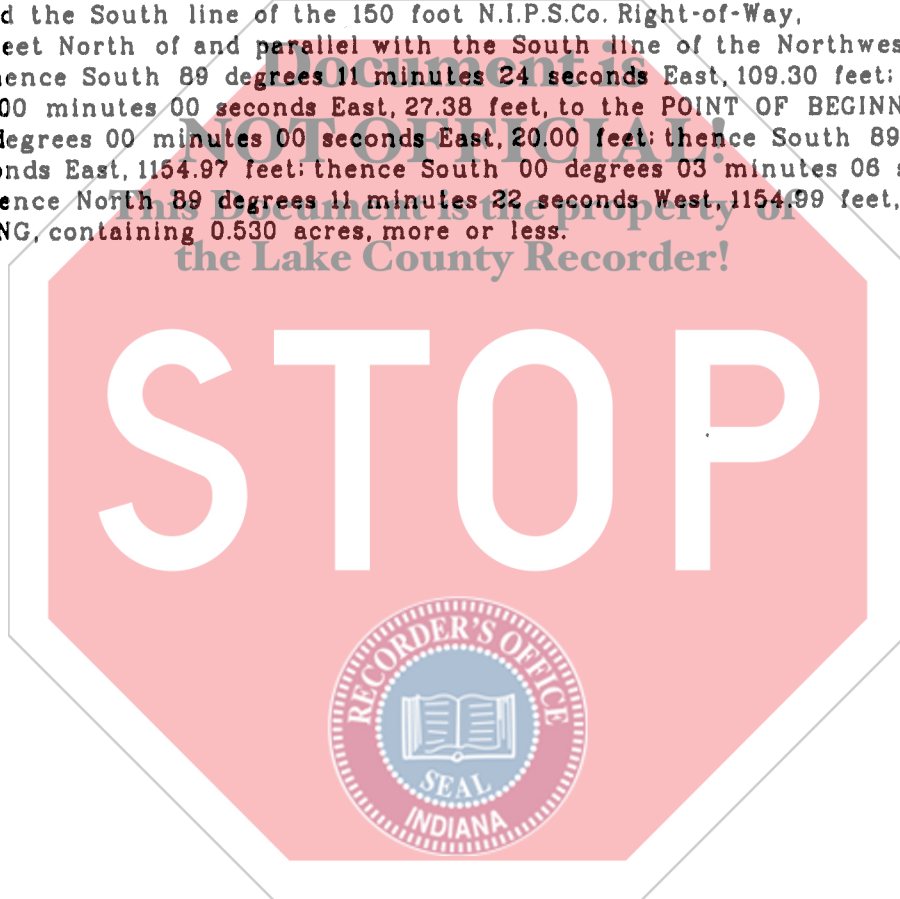
OWNER: N.I.P.S.Co.

TEMPORARY WORK AREA EASEMENT, T-36
ACCESS ROAD

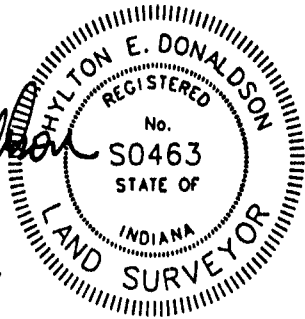
DESCRIPTION OF TEMPORARY EASEMENT:




That part of the Northwest Quarter of Section 24, Township 36 North, Range 9 West, of the Second P.M., all in the City of Gary, Lake County, Indiana, described as follows:

COMMENCING at a point being the intersection of the East Right-of-Way line of Calhoun Street and the South line of the 150 foot N.I.P.S.Co. Right-of-Way, which line is 30 feet North of and parallel with the South line of the Northwest Quarter of said Section 24; thence South 89 degrees 11 minutes 24 seconds East, 109.30 feet; thence North 00 degrees 00 minutes 00 seconds East, 27.38 feet, to the POINT OF BEGINNING; thence North 00 degrees 00 minutes 00 seconds East, 20.00 feet; thence South 89 degrees 11 minutes 22 seconds East, 1154.97 feet; thence South 00 degrees 03 minutes 06 seconds East, 20.00 feet; thence North 89 degrees 11 minutes 22 seconds West, 1154.99 feet, to the POINT OF BEGINNING, containing 0.530 acres, more or less.



Hyton E. Donaldson



-  TEMPORARY EASEMENT
-  PERMANENT EASEMENT
-  LINE BREAK



GREAT LAKES
ENGINEERING, L.L.C.

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LITTLE CALUMET RIVER, INDIANA
LOCAL FLOOD PROTECTION
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SHEET 2 OF 2

SCALE: 1" = 40'

REVISED DATE: 7/13/1999

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