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CORRECTIVE EASEMENT AGREEMENT

2000 O EAST REACH REMEDIATION MILLS 20

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

WHEREAS, the Commission and NIPSCO entered into an Easement Agreement for East Reach Remediation; and,

WHEREAS, the legal descriptions of said Easement Agreement must be modified and a permanent road easement must be added.

NOW THEREFORE it is agreed as follows:

For and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, NIPSCO, to the extent its title permits it to do so, does hereby grant to the Commission easements upon and across NIPSCO's property located in Lake County, Indiana, described as follows:

Flowage Easement
Perpetual Road Easement
(Exhibit A)
Temporary Work Area Easement
(Exhibit C)
Drawings of Easements
(Exhibit C)
PETER BENJAMIN
LAKE COUNTY AUDITOR

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

Please return to: Little Calumet River Basin Development Commission, 6100 Southport Road, Portage IN 46368

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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.

It is understood by the Commission that at all times during the construction, maintenance, and repair of said control project and use 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 flood protection, 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 the easement area for its own use in constructing and maintaining a flood protection levee and for such other purposes as set out herein. The Commission, its assigns and contractors during the period of construction agree to take whatever precautions are necessary to prevent public access to the easement area so as to separate the public from the area of NIPSCO's electric power lines.

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 of 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 construction and maintenance of the Project, insurance for the protection and benefit of the Commission and NIPSCO both individually and jointly, naming Northern Indiana Public Service Company as an addition 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 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 flood protection levee system, the Commission and the U.S. Army Corps of Engineers must be notified. The construction must be coordinating 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 Lake County Recorder!

The Commission agrees that no contaminated or hazardous materials, as defined under CERCLA and RECRA, shall be used in construction of the flood protection levee or elsewhere 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 construction, installation, maintenance, or repair of said flood protection levee or during other work on the easement area for the sole purpose of assuring that said construction 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. The Commission shall reimburse NIPSCO for the expense of an 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 and construction herein contemplated 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 flood protection levee.

the Lake County Recorder!

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, 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 addressed 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 and assigns.

IN WITNESS WHEREOF, the particle day of β	parties hereto have executed this agreement this 1846.	
	NORTHERN INDIANA PUBLIC SERVICE COMPANY	
ATTEST:	V BY: Robert Status POBERT_T. SCHACHT	
Time M. Lawsel	POBERT J. SHACHT	
N:NA M. PAUSCH	LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION	
	County Recorder!	
ATTEST:	Emerson Delaney,	
Dan Gardner,	Chairman	
Executive Director STATE OF INDIANA		
COUNTY OF AKE) SS:	STOER'S ON	
appeared P. BELT J. SHACHI	and See 2702 (respectively,	
	npany, and acknowledged the execution of the foregoing	
WITNESS my hand and notarial s	l seal this 13 day of APRIL, 2000	
	Like T. CARR. Notary Public	
My Commission expires:		
	Resident of 1/1/2 County	
JOHN R CARR, III Notary Public, State of Indiana	· ·	
County of Laporte My Commission Expires May 02, 2007		

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STATE OF INDIANA COUNTY OF LAKE Before me, the undersigned, a Notary Public in and for said County and State, personally ed <u>France</u> and <u>Dan Gardner</u>, appeared <u>Fmerson Delaney</u> Chairman , respectively, the and Executive of the Little Calumet River Basin Development Commission, and acknowledged the execution of the foregoing instrument. day of April , 2000. WITNESS my hand and notarial seal this Notary Public My Commission expires: is Document is the property APRIL 14, 2008 he Lake County Recorder! Kesident of LAKE County

EXHIBIT A

FLOWAGE EASEMENT (Occasional Flooding)

The perpetual right, power, privilege and easement occasionally to overflow, flood, and submerge the land described in Exhibit A-1, in connection with the operation and maintenance of the Little Calumet River, Indiana Local Flood Protection and Recreation Project as authorized by Section 401 of the Water Resources Development Act of 1986 (P.L. 99-662), together with all right, title, and interest in and to the structures and improvements now situate on the land, except fencing; provided that no structures for human habitation shall be constructed or maintained on the land, that no other structure shall be constructed or maintained on the land except as may be approved in writing by the representative of the United States in charge of the project, and that no excavation shall be conducted and/or no landfill placed on the land without such approval as to the location and method of excavation and/or placement of landfill; the above estate is taken subject to existing easements for public roads and highways, public utilities, railroads, and pipelines; reserving however to the landowners, their heirs and assigns, all such rights and privileges as may be used and enjoyed without interfering with the use of the project for the purposes authorized by Congress or abridging the rights and easements hereby acquired; provided further that any use of the land shall be subject to Federal and State laws with respect to pollution.

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PARCEL NO.: COUNTY: Lake SECTION: 14 & 23 TOWNSHIP: T36N RANGE: R8W

OWNER: <u>NIPSCO</u>
<u>FLOWAGE EASEMENT F2</u>

DRAWN BY: LMD DATE: 03/24/00 CHECKED BY: GLH DATE: 3/24/00

This Plot was propered from information obtained from the Recorder's Office and other sources which were not necessarily stocked by a Raid garage or little report.

NIPSCO FLOWAGE EASEMENT F2

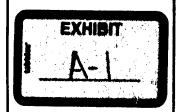
Commencing at the Northwest Corner of said Section 14, thence South 89'00'37" East along the North line of said Section, a distance of 3019.75 feet; thence South 00'00'00" West, a distance of 4550.52 feet to the Point of Beginning;

- 1) thence North 77'40'44" East along the Northerly line of the owner's land to a corner of the owner's land, a distance of 274.53 feet; Recorder!
- 2) thence South 45°37°05" West along a Southeasterly line of the owner's land, a distance of 715.46 feet;
- 3) thence South 52'41'06" East, along a Northeasterly line of the owner's land, a distance of 481.51 feet;
- 4) thence South 89°41°06" East along a Northerly line of the owner's land, a distance of 353.82 feet to the Easterly corner of the owner's land:
- 5) thence South 32°14'07" West along a Southeasterly line of the owner's land, a distance of 613.54 feet to the Southerly corner of the owner's land:
- 6) thence North 53'23'11" West along the Southwesterly line of the owner's land, a distance of 1494.09 feet to the Westerly corner of the owner's land:
- 7) thence North 89°59'55" East along a Northerly line of the owner's land, a distance of 133.45 feet;
- 8) thence North 83°41°06" East along said Northerly line, a distance of 596.13 feet;
- 9) thence North 45°50°50° East, a distance of 427.77 feet to the Point of Beginning, containing 14.384 acres, more or less.

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DLZ ACCOUNT 0064-3005-70

EAST REACH REMEDIATION





7011 Indianapolis Boulevard Hammond, IN 46324 TELEPHONE (219) 845–1750 FAX (219) 845–1755

WP9CO F2 P3 A 12 EX 9 1/3

EXHIBIT B

PERPETUAL ROAD EASEMENT

A perpetual and assignable easement and right-of-way in, on, over and across the land described in Exhibits B-1, B-2 and B-3, for the location, construction, operation, maintenance, alteration and replacement of a road and appurtenances thereto; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the owners, their heirs and assigns, the right to cross over or under the right-of-way as access to their adjoining land; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.



PARCEL NO: COUNTY: Loke SECTION: 14 TOWNSHIP: T36N

RANGE: RBW

OWNER:

NIPSCO ROAD EASEMENT P1

DRAWN BY: LMD DATE: 03/24/00 CHECKED BY: GLH DATE: 3/24/00

NIPSCO ROAD EASEMENT PI

A strip of land 22 feet wide, tying 11 feet each side of a centerline in East Half of Section 14 and the West Half of Section 13, Township 36 North, Range & West of the Second Principal Meridian, in the City of Gory, Lake County, Indiana, sald centerline being more particularly described as follows:

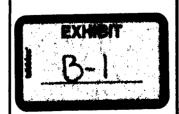
Commencing at the Northeast corner of said Section 14: thence South 89'00'37" East along the North line of raid Section and along said North line extended, a distance of 5371.02 feet; thence South 00'00'00" West, a distance of 825.87 feet to the Point of Beginning on the South line of Central Avenue;

- 1) thence South 00'10'08" East, a distance of 1787.48 feet;
 2) thence South 42'41'55" West, a distance of 79.00 feet to the Point of Termination of said centerline on the South line of the owner's land, said strip containing 0.943 acres, more or less.



DLZ ACCOUNT 0064-3004-70

EAST REACH REMEDIATION



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7011 Indianapolis Boulevard Hommond, IN 46324 TELEPHONE (219) 845-1750 FAX (219) 845-1755

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PARGEL NO: COUNTY: Lake SECTION: 14 TOWNSHIP: T36N RANGE: R8W

OWNER:

NIPSCO ROAD EASEMENT P2

DRAWN BY: LMD DATE: 03/24/00 CHECKED BY: GLH DATE: 3/24/00

NIPSCO ROAD EASEMENT P2

A strip of land 22 feet wide, lying 11 feet each side of a centerline in the South Half of Section 14, Township 36 North, Range 8 West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, said centerline being more particularly described as follows:

Commencing at the Northwest corner of said Section 14, thence South 89'00'37" East along the North line of said Section a distance of 5035.54 feet; thence South 00'00'0" West, a distance of 2747.13 feet to the Point of Beginning, said point being located on the Southeasterly line of the owner's land, and also on the centerline of a dirt road.

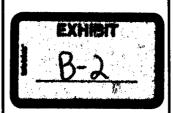
- 1) thence North 78°49°36" West, a distance of 28.90 feet;
- 2) thence South 43"42"17" West, a distance of 271.19 feet;
- 3) thence South 45'58'22" West, a distance of 1058.02 feet;
- 4) thence South 53°20'54" West, a distance of 469.39 feet;

- 5) thence South 47'50'02" West, a distance of 150.69 feet;
 6) thence South 76'10'09" West, a distance of 682.29 feet;
 7) thence South 84'09'04" West, a distance of 125.26 feet to the Point of Termination on the Northwesterly line of the owner's land, said strip containing 1.468 acres, more or less.



DLZ ACCOUNT 0064-3004-70

EAST REACH REMEDIATION





7011 Indianopolis Boulevard Hommond, IN 46324 TELEPHONE (219) 845-1750 FAX (219) 845-1755

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PARCEL NO: COUNTY: Lake SECTION: 14 TOWNSHIP: T36N

RANGE: R8W

OWNER:

NIPSCO ROAD EASEMENT P3 DRAWN BY: LMD DATE: 03/24/00 CHECKED BY: GLH DATE: 3/24/00

This Piet was prepared from Information obtained from the Recorder's Office and

NIPSCO ROAD EASEMENT P3

A strip of land 22 feet wide, lying 11 feet each side of a centerline in the South Half of Section 14, Township 36 North, Range 8 West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, said centerline being more particularly described as follows:

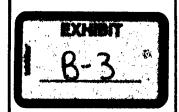
Commencing at the Northwest corner of said Section 14, thence South 89°00'37" East along the North line of said Section a distance of 2980.47 feet; thence South 00°00'00" West, a distance of 4589.33 feet to a point on the Northwesterly line of the owner's land, said point being the Point of Beginning:

thence North 76'40'34" East, a distance of 282.89 feet to the Point of Termination on the Southeasterly line of the owner's land, said strip of land, containing 0.143 acres, more or less.



DLZ ACCOUNT 0064-3004-70

EAST REACH REMEDIATION





7011 Indianapolis Boulevard Hammond, IN 46324 TELEPHONE (219) 845—1750 FAX (219) 845—1755

MPSCO F2. PA. & 12 EX 8 2/3

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EXHIBIT C

TEMPORARY WORK AREA EASEMENT

A temporary and assignable easement and right-of-way in on, over and across the land described in Exhibit C-1, in connection with the Little Calumet River, Indiana Local Flood Protection and Recreation Project as authorized by Section 401 of the Water Resources Development Act of 1986 (P.L. 99-662), as amended, for a period not to exceed six (6) months after completion of construction, beginning with date of possession of the land is granted to the Little Calumet River Development Commission, its representatives, agents and contractors as a work area, including the right to move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Little Calumet Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

PARCEL NO: COUNTY: Lake SECTION: 14 TOWNSHIP: T36N

RANGE: R8W

OWNER: NIPSCO
TEMPORARY WORK AREA EASEMENT T3

DRAWN BY: LMD DATE: 03/24/00 CHECKED BY: GLH DATE: 3/24/00

This Piet was prepared from information obtained from the Recorder's Office and other paymen which waste and accessarily should be a field purpour or little record

MIPSCO TEMPORARY WORK AREA EASEMENT T3

A strip of land 42 feet wide, lying 21 feet each side of a centerline in the South Half of Section 14, Townhsip 36 North, Range 8 West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, said centerline being more particulary described as follows:

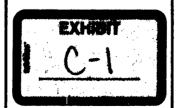
Commencing at the Northwest Corner of said Section 14, thence South 89'00'37" East along the North line of said Section a distance of 2980.47 feet; thence South 00'00'00" West a distance of 4589.33 feet to a point on the Northwesterly line of the owner's land, said point being the Point of Beginning;

thence North 76'40'34" East, a distance of 282.89 feet to the Point of Termination on the Southeasterly line of the owner's land, said strip containing 0.273 acres, more or less.



DLZ ACCOUNT 0064-3004-70

EAST REACH REMEDIATION



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LAND PLAT

DL Z

INDIANA, INC.

7011 Indianapolis Boulevard Hammond, IN 46324 TELEPHONE (219) 845–1750 FAX (219) 845–1755

MPSCO F2, P3, & T2 E1. 8 3/3

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PARCEL NO.: DC 824 COUNTY: LORE DRAWN BY: LMD OWNER: **NIPSCO** DATE: 03/24/00 FLOWAGE EASEMENT SECTION: 14 & 23 CHECKED BY: GLH TOWNSHIP: T36N DATE: 3/24/00 SCALE: 1"=300" RANGE: R8W **TEMPORARY** SEMENT POINT OF BEGINNING NIPSCO NORTH LINE OF \$14-36-8 FLOWAGE EASEMENT F2 **NIPSCO** ROAD EASEMENT P3 180÷94 TEMPORARY WORK 0.273 AC ± 353.82 **NIPSCO** FLOWAGE EASEMENT 14.384 Ac± M:\PR0J\0064\3010\SURVEY\PLAT\3010PS5.DWG DLZ ACCOUNT 0064-3005-70 EAST REACH REMEDIATION LAND PLAT EXHIBIT ROAD EASEMENT TEMPORARY WORK AREA EASEMENT PAGE 1 OF 4 핕 7011 Indianopolis Boulevard Hammond, IN 46324 TELEPHONE (219) 845-1750 FAX (219) 845-1755

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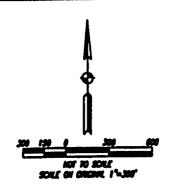
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PARCEL NO: DC 823 DRAWN BY: LMD **NIPSCO** OWNER: DATE: 03/24/00 CHECKED BY: GLH DATE: 3/24/00 SCALE: 1"=400' COUNTY: Lake **ROAD EASEMENT P1** SECTION: 14 TOWNSHIP: T36N RANGE: R8W 11\N.W. CORNER NORTH LINE OF 14-36-8 14/SEC. 14-36-8 NIPSCO ROAD EASEMENT CARY CITY PARKS AND RECREATION **NIPSCO** 79.00 **NIPSCO** FILE: M:\PR0J\0064\3010\SURVEY\PLAT\3010PS5.DWG **NIPSCO** DLZ ACCOUNT 0064-3004-70 EAST REACH REMEDIATION LAND PLAT EXHIBIT PAGE 2 OF 4 7011 Indianapolis Boulevard Hommond, IN 46324 TELEPHONE (219) 845-1750 FAX (219) 845-1755

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DATE: 03/24/00
CHECKED BY: GLH
DATE: 3/24/00
SCALE: 1"=400' BARCEL NO: DC 82 **NIPSCO** OWNER: COUNTY: Lake SECTION: 14 TOWNSHIP: T36N **ROAD EASEMENT P2** RANGE: R8W NORTH LINE OF 14-36-8 28.90 NIPSCO POINT OF BEGINNING GARY CITY PARKS AND RECREATION POINT OF TERMINATION CAD FILE: M:\PROJ\0064\3010\SURVEY\PLAT\3010P DLZ ACCOUNT 0064-3004-70 EAST REACH REMEDIATION LAND PLAT EXHIBIT INDIANA, INC. PAGE 3 OF 4 7011 Indianopolis Boulevard Hammond, IN 46324 TELEPHONE (219) 845-1750 FAX (219) 845-1755

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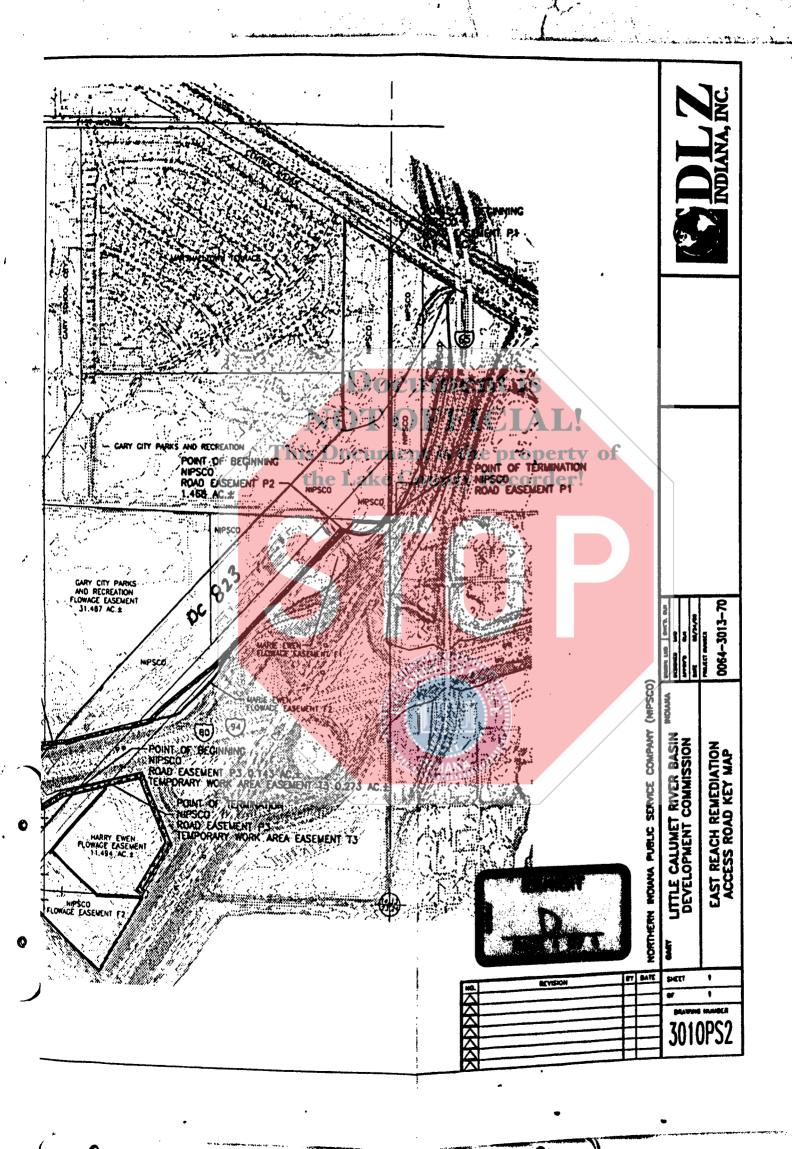
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This Document is the property of the Lake County Recorded

DAVIO, AND JUDITH EWEA FLOWAGE, EASEMENT \$2.562 AC.±

POINT OF TERMINATION NIPSCO ROAD EASEMENT R2

THE MAP WE PREVAKED FROM BYTOMETHON BETWEEN FROM THE ME AMAY COME OF EMPLOYED, THE CONCENTRATE CONTROL OF LANG COLLETT, BRANCH, AND THE MEMOR SET PRIVATEDIES ONLY. AND IS MEANT FOR PRESENTATION PURPOSES ONLY.



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