

NORTHERN INDIANA PUBLIC SERVICE COMPANY

TAXABLE

Please return to:

TEMPORARY WORK AREA EASEMENT

MAY 03 2002

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

STAGE III REMEDIATION

PETER BENJAMIN
LAKE COUNTY AUDITOR

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":

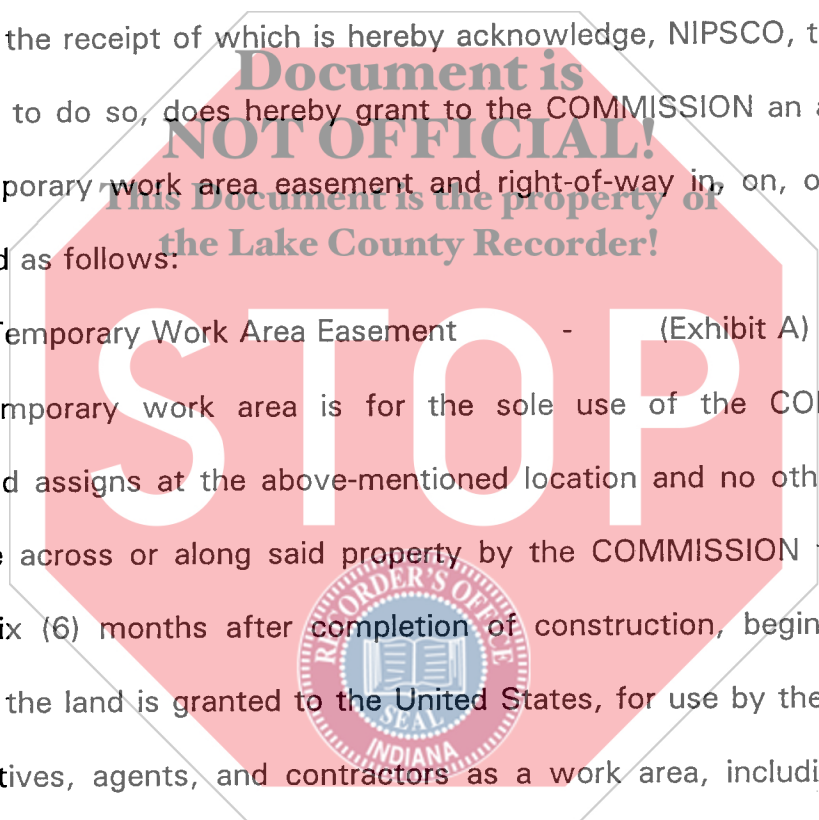
WITNESSETH:

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 and right-of-way in, on, over and across land, 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, beginning with date possession of the land is granted to the United States, for use by the United States, 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 River Flood Control/Recreation 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.

The rights and privileges granted hereunder to the COMMISSION are subject



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000366

Handwritten signature and date: 24/5/02, 7520

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.

It is understood by the COMMISSION that at all times during the construction, maintenance, and repair of said access area, 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 NIPSCO as an additional insured. Insurance shall be in an amount equal to or in excess of \$1,000,000 for each occurrence for personal injury coverage and in an amount equal to or in excess of \$1,000,000 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 \$2,000,000.

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: REAL ESTATE SERVICES, 801 East 86th Avenue, Merrillville, IN 46410; or upon the COMMISSION address to: Little Calumet River Basin Development Commission, 6100 Southport Road, Portage, IN 46368.

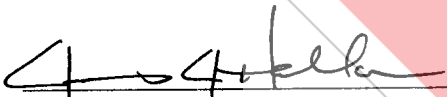
This agreement and its privileges shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

IN WITNESS WHEREOF, the parties hereto have caused this agreement this

13TH day of MARCH, 2002.

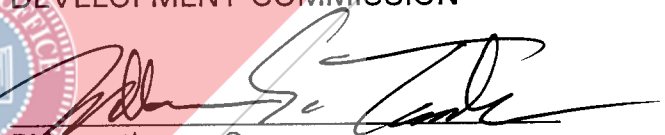
NORTHERN INDIANA PUBLIC SERVICE COMPANY

STATE OF INDIANA,
LITTLE CALUMET RIVER BASIN
DEVELOPMENT COMMISSION

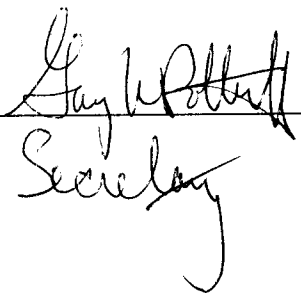



BY
TITLE: V.P. - OPERATING SVCS.





BY: William S. Tanke
TITLE: Chairman

ATTEST: 
Secretary

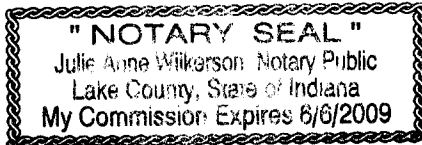
ATTEST: 
Dan Gardner

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

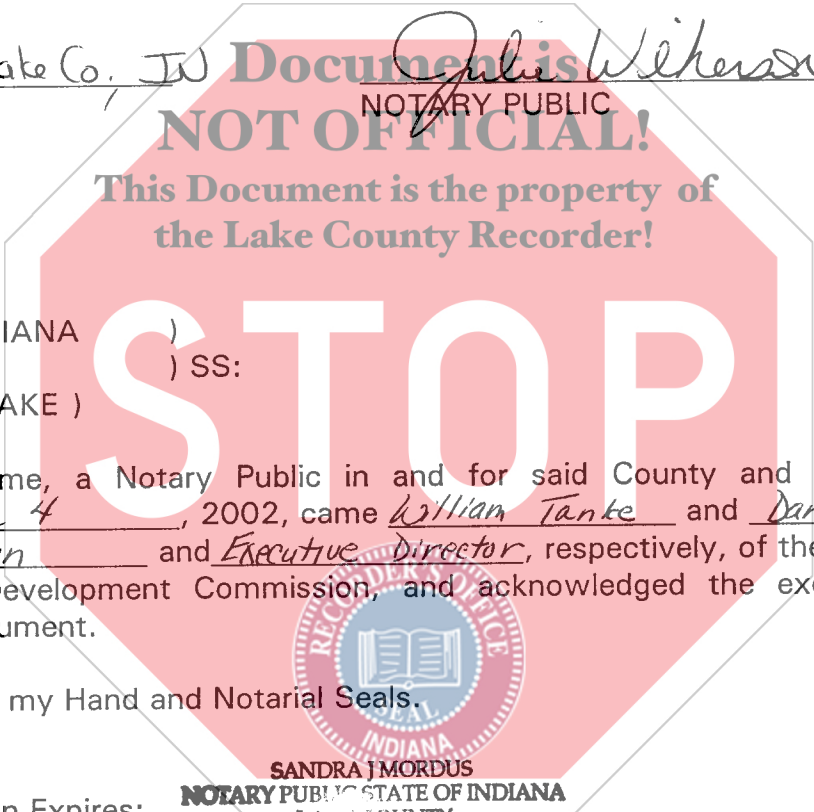
Before me, a Notary Public in and for said County and State, on this day of March 14, 2002, came James Haller and Gary Poterff, the Vice President and Secretary, respectively, of the Northern Indiana Public Service Company, and acknowledged the execution of the foregoing instrument.

Witness my Hand and Notarial Seals.

My Commission Expires:



Resident of: Lake Co., IN Julie Wilkerson
NOTARY PUBLIC

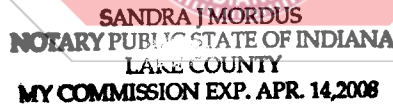


STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, on this day of APRIL 4, 2002, came William Tanke 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:



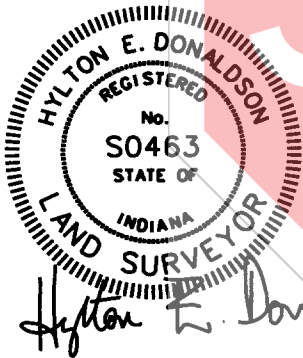
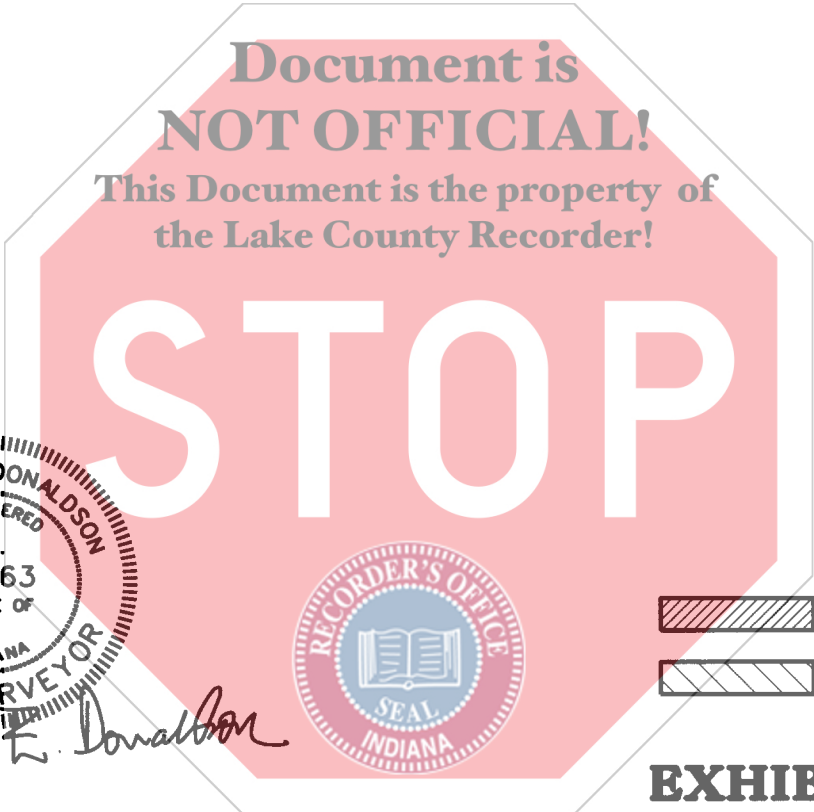
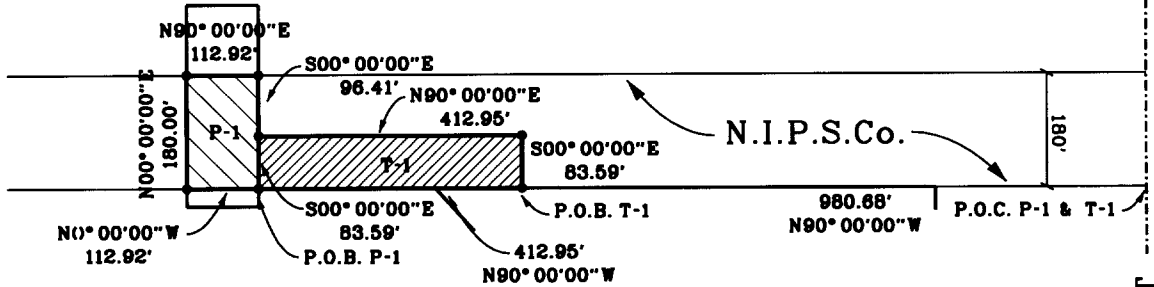
Resident of: Lake County Sandra J. Mordus
NOTARY PUBLIC

COUNTY: LAKE
SECTION: 20
TOWNSHIP: 36 NORTH
RANGE: 8 WEST

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

DC-621

CULVERT EASEMENT, P-1
TEMPORARY WORK AREA EASEMENT, T-1



Hylton E. Donaldson



TEMPORARY EASEMENT



PERMANENT EASEMENT

EXHIBIT "A"



Garcia LE & Associates
4527 Columbia Avenue
Hammond, Indiana 46327



Little Calumet River Basin
Development Commission

8100 Southport Road Portage, Indiana 46368

LITTLE CALUMET RIVER, INDIANA
LOCAL FLOOD PROTECTION
STAGE III DRAINAGE REMEDIATION

SHEET 1 OF 3	SCALE: 1" = 300'
DATE: MARCH 7, 2002	LIT14

COUNTY: LAKE
SECTION: 20
TOWNSHIP: 36 NORTH
RANGE: 8 WEST

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

DC-621

TEMPORARY WORK AREA EASEMENT, T-1

DESCRIPTION OF CULVERT EASEMENT:

That part of the Northeast Quarter of Section 20, Township 36 North, Range 8 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 line of Section 20-36-9, which line is also the centerline of Grant Street and the Southerly NIPSCO Right-of-Way line; thence North 90 degrees 00 minutes 00 seconds West, along said Southerly line, 980.68 feet, at the POINT OF BEGINNING; thence continuing along said line, North 90 degrees 00 minutes 00 seconds West, 412.95 feet; thence North 00 degrees 00 minutes 00 seconds East, 83.59 feet, thence North 90 degrees 00 minutes 00 seconds East, 412.95 feet; thence South 00 degrees 00 minutes 00 seconds East, 83.59 feet, to the POINT OF BEGINNING, said parcel containing 0.792 acres, more or less.



Garcia LE & Associates
4527 Columbia Avenue
Hammond, Indiana 46327



Little Calumet River Basin
Development Commission

6100 Southport Road Portage, Indiana 46368

LITTLE CALUMET RIVER, INDIANA
LOCAL FLOOD PROTECTION
STAGE III DRAINAGE REMEDIATION

SHEET 3 OF 3
DATE: FEBRUARY 19, 2002

SCALE: 1" = 300'
LIT14