

This transaction is exempt from the sales disclosure law under reason #7: transfer for no consideration

EASEMENT AGREEMENT

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This EASEMENT AGREEMENT is made and entered into this 31st day of July, 1993, by and between Reiso Corp., an Indiana corporation ("Reiso") and American Maize Products Co., a Maine corporation, ("American Maize").

FILED

WITNESSETH THAT:

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WHEREAS, Reiso claims a fee simple interest in certain real estate located in Lake County, Indiana, which is ^{*Acad N. Anton*} ~~is~~ ^{legally} described as follows: *KEY 37-98-21*

A parcel of land in Section 1, Township 37 North, Range 10 West of the Second Principal Meridian, Lake County, Indiana, described as commencing at the intersection of the East Line of said Section 1 and the Northeasterly Right-of-Way Line of the Baltimore and Ohio Railroad thence South 00 Degrees 00 Minutes 00 Seconds East along said East Section Line 360.21 feet to the Northeasterly Right-of-Way Line of the Pittsburgh-Fort Wayne and Chicago Railroad; thence North 50 Degrees 08 Minutes 20 Seconds West along said Right-of-Way Line, that is 50 feet from the Centerline of the Eastbound Main Tract, 1339.82 feet to the point of beginning; thence continuing North 46 Degrees 13 Minutes 12 Seconds West, along said Right-of-Way Line, 377.55 feet; thence North 02 Degrees 27 Minutes 28 Seconds West, 222.63 feet; thence on a curve to the left 474.21 feet, said curve having a radius of 11554.71 feet and a chord that bears South 41 Degrees 37 Minutes 41 Seconds East, 474.15 feet; thence South 21 Degrees 54 Minutes 16 Seconds West, 139.26 feet to the point of beginning (the "Reiso Parcel").

WHEREAS, Reiso wishes to grant to American Maize a sixty (60) foot wide easement for underground water pipelines and associated electrical conduit (the "American Maize Easement"), and all necessary access for the maintenance, repair, and replacement of the pipelines and associated electrical conduit; and

WHEREAS, the American Maize Easement will constitute a part of a larger easement, legally described as follows:

A strip of land in the East Half (E 1/2) of Section One (1), Township Thirty-seven North (37 N), Range Ten West (10W) of the Second Principal Meridian, in the County of Lake, State of Indiana, the center line and width being described as follows:

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STATE OF INDIANA
LAKE COUNTY
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Commencing at a monument at the Southeast corner of Section 1; thence North 0°00'00" West (said bearing taken from a description of a parcel of land conveyed to The Hammond Port Authority by quit claim deed dated April 3, 1991 and recorded April 17, 1991 as Document No. 91018107, and all subsequent bearings are related thereto) along the East line of said Section 1, 2180.44 feet to the original centerline of the 80 foot right-of-way of Indianapolis Boulevard; thence North 39°07'01" West, 2446.88 feet along the original centerline of the 80 foot wide right-of-way of Indianapolis Boulevard, thence South 50°52'59" West, 40.00 feet to the Southwesterly right-of-way line of Indianapolis Boulevard and the POINT OF BEGINNING OF THE EASEMENT (The changes in easement width and the changes in direction of the easement side lines shall take place along lines bisecting the angles in the centerline of the easement);

thence a 23 foot wide easement, being 11.5 feet on each side of a centerline produced along a line bearing North 36°52'40" East, 103.06 feet;

thence a 28 foot wide easement, being 14 feet on each side of a centerline produced along a line bearing North 17°52'40" East, 331.98 feet;

thence a 60 foot wide easement, being 30 feet on each side of a centerline produced along a line bearing North 29°44'21" East, 999.24 feet;

thence a 60 foot wide easement, being 30 feet on each side of a centerline produced along a line bearing North 40°57'45" East, 2376.00 feet to the POINT OF ENDING OF THE EASEMENT,

located in Lake County, Indiana (the "Pipeline Easement").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, it is mutually agreed by and between the parties hereto as follows:

1. **Easement.** Reiso grants, assigns, conveys, and sets over to American Maize a sixty (60) foot wide, perpetual, non-exclusive easement in, under, and across the Reiso Parcel, the centerline of which follows the centerline of the Pipeline Easement for underground water pipelines and associated electrical conduit.

2. **Payments.** American Maize is not required to make any payments for the use of this easement.

3. **Uses.** The American Maize Easement may be used for underground water pipelines and associated electrical conduit. American Maize shall also have a continuing easement in, under and across said easement parcel to inspect, maintain, repair and/or replace any such underground water pipelines and associated electrical conduit.

Reiso may use the Reiso Parcel for any purpose so long as such use does not materially interfere with use of the American Maize Easement by American Maize.

4. **Repair and Maintenance.** American Maize shall be solely responsible for all repair and maintenance of its easement.

American Maize will repair and restore all portions of the Reiso Parcel materially disturbed by American Maize in the use of the American Maize Easement to as near the original condition prior to the disturbance as is possible, taking into consideration the improvements placed therein.

5. **Indemnification.** American Maize agrees to indemnify and save Reiso harmless from and against any and all damages, losses, claims, demands, or costs, including attorney fees, caused by the default, culpability, or negligence of said American Maize in the use, maintenance, operation, repair, renewal, replacement, or removal of the American Maize Easement. In the event any party to this Agreement is compelled to enforce its provisions in litigation commenced against another party hereto, then the prevailing party in such litigation shall be entitled to recover its reasonable

attorney fees, court costs and other litigation expenses from the non-prevailing party in such litigation.

6. **Covenant Running with the Land.** This easement, the restrictions which it imposes, and the agreements herein contained will run with the land and will inure to the benefit, and be binding upon, the parties hereto and their respective heirs, successors, assigns, and transferees, including, but not limited to, all subsequent owners of said real estate and all persons claiming under them.

IN WITNESS WHEREOF, the parties have duly executed this Easement Agreement on the date appearing beneath the signatures of the respective parties.

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REISO:

REISO CORP.

By:

Charles W. McCullough
[Signature]

Title:

Date:

AMERICAN MAIZE:

AMERICAN MAIZE PRODUCTS CO.

By:

[Signature]

Title:

Date:

MANAGER ADMINISTRATION
7/28/93



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for Lake County, State of Indiana, personally appeared _____, for and on behalf of Reiso Corp., and acknowledged the execution of this instrument this 12th day of August, 1993.

Judith L. Scott

Resident of Lake Notary Public
County

My Commission Expires: 5-24-97

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the Lake County Recorder!**

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for Lake County, State of Indiana, personally appeared LARRY B. GILLES for and on behalf of American Maize Products Co., and acknowledged the execution of this instrument this 28th day of July, 1993.



Teresa A Kulak

Resident of LAKE Notary Public
County

My Commission Expires:

TERESA A KULAK
~~NOTARY PUBLIC STATE OF INDIANA~~
LAKE COUNTY
MY COMMISSION EXP. MAR. 23, 1996