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Abrams, Keed, Adley  
200 Russell St  
Hnd 46320

### AGREEMENT FOR EASEMENT

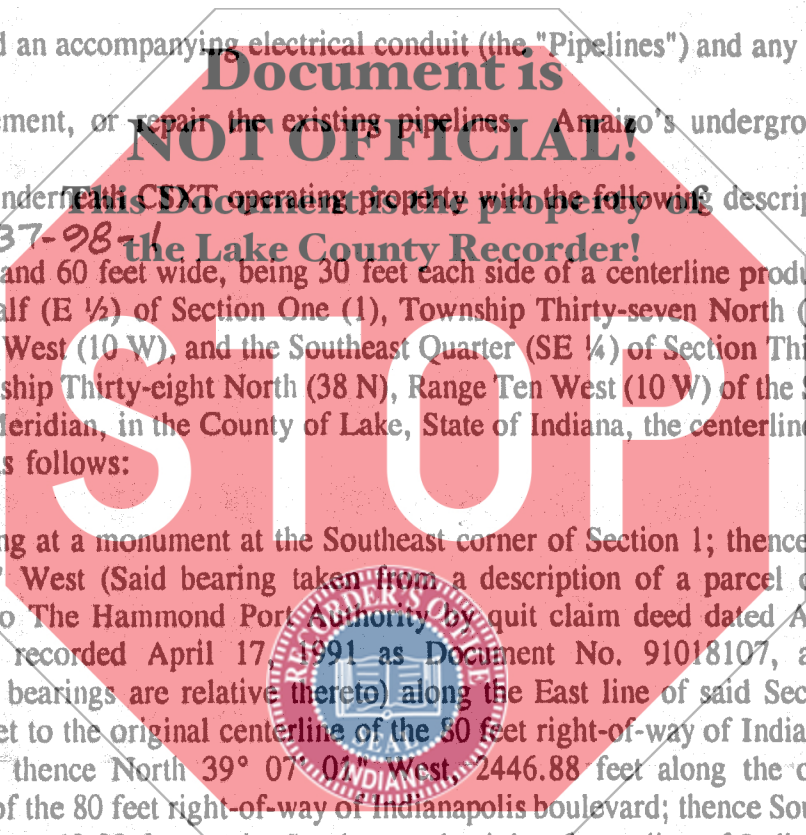
CSX Transportation, Inc., a Virginia corporation, a/k/a "CSXT" and American Maize Products Company, a/k/a "Amaizo" agree that Amaizo has an underground easement for the purpose of operating and maintaining underground water pipelines and an accompanying electrical conduit underneath a portion of CSXT's railroad tracks and operating property. Amaizo's underground easement is used for, and is limited to, two (2) existing underground water pipelines and an accompanying electrical conduit (the "Pipelines") and any pipelines used to replace, supplement, or repair the existing pipelines. Amaizo's underground easement occupies an area underneath CSXT operating property with the following description:

95066506

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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

MARGARETTE CLEVELAND  
RECORDER



KEY 37-98-1

A strip of land 60 feet wide, being 30 feet each side of a centerline produced in the East Half (E 1/2) of Section One (1), Township Thirty-seven North (37 N), Range Ten West (10 W), and the Southeast Quarter (SE 1/4) of Section Thirty-six (36), Township Thirty-eight North (38 N), Range Ten West (10 W) of the Second Principal Meridian, in the County of Lake, State of Indiana, the centerline being described as follows:

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 relative thereto) along the East line of said Section 1, 2180.44 feet to the original centerline of the 80 feet right-of-way of Indianapolis Boulevard; thence North 39° 07' 01" West, 2446.88 feet along the original centerline of the 80 feet 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; thence South 36° 52' 40" West, 14.96 feet; thence North 53° 07' 20" West, 62.46 feet; thence South 36° 01' 17" West, 1557.44 feet; thence South 54° 20' 38" East, 60.98 feet to the POINT OF BEGINNING OF THE EASEMENT

FILED

Thence North 54° 20' 38" West, 60.98 Feet;  
thence North 36° 01' 17" East, 1557.44 feet;  
thence South 53° 07' 20" East, 62.46 feet;  
thence North 36° 52' 40" East, 118.02 feet;  
thence North 17° 52' 40" East, 331.98 feet;

NOV 1 1995

SAM ORLICH  
AUDITOR LAKE COUNTY

1502  
OK  
CK  
HK

thence North 29° 44' 21" East, 999.24 feet;  
thence North 40° 57' 45" East, 2376.00 feet.

CSXT claims no right, title or interest in Amaizo's underground easement which is adverse to Amaizo's easement rights. Amaizo's underground easement is valid and good as against CSXT and all who may claim by, through or under CSXT. Amaizo's underground easement exists in perpetuity, and is a restriction and covenant running with the land.

Amaizo has the right of reasonable access upon CSXT's property for the purpose of repairing, replacing, or supplementing the pipelines, provided, (i) Amaizo's right of entry is for the limited and sole purpose of repairing, replacing or supplementing the pipelines, and (ii) the repairs, replacements, or supplementations shall be conducted in a timely and reasonable manner. Amaizo's right of entry shall not include a right of access upon CSXT's railroad tracks nor shall Amaizo's repair and/or replacement of the pipelines in any way obstruct CSXT's railroad tracks or interfere with CSXT's business operations.

Amaizo covenants and agrees to indemnify, save and protect harmless CSXT from any and all expenses, loss or damage of every kind and nature whatsoever, and from any and all claims therefore, arising from, incident to, connected with, or growing out of the maintenance, repair, replacement, supplementation, operation or use of said underground water pipelines, or the underground easement, or any part thereof, whether caused by the negligence of Amaizo, or otherwise, or which may occur because of the fact of the presence of employees of Amaizo or the Pipeline on the property of CSXT.

Executed at Jacksonville, Florida

on the 23rd day of August, 1995.

CSX TRANSPORTATION, INC. ("CSXT")

CSXT

Appd. as to  
Legal Form

By:

Title: ASSISTANT VICE PRESIDENT

STATE OF FLORIDA

COUNTY OF Duval

Document is

NOT OFFICIAL!

This Document is the property of

Subscribed and sworn to before me, a Notary Public in and for said state, this 23rd day of August, 1995.

the Lake County Recorder.

Robert L. Wheaton  
Notary Public,

COUNTY OF RESIDENCE:

MY COMMISSION EXPIRES:

Robert L. Wheaton  
Notary Public, State of Florida  
Commission No. CC 338168  
My Commission Expires 12/07/97  
Bonded Through Fla. Notary Service & Bonding Co.



Executed at Hammond, INDIANA  
on the 16 day of OCTOBER 1995.

LARRY R. GILLES  
AMAIZO

By: [Signature]

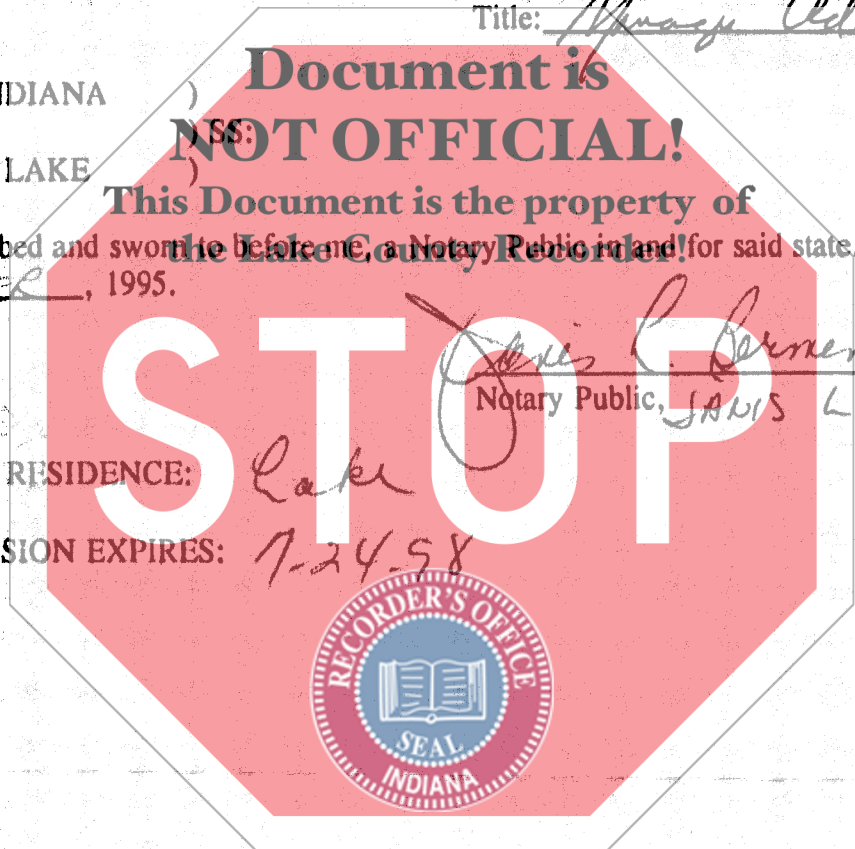
Title: Agency Administration

STATE OF INDIANA

COUNTY OF LAKE

COUNTY OF RESIDENCE: Lake

MY COMMISSION EXPIRES: 7-24-98



Subscribed and sworn to before me, a Notary Public in and for said state, this 16 day of OCTOBER, 1995.

[Signature]  
Notary Public, JAMES L. BERNINGHAM