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TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

PETER BENJAMIN
LAKE COUNTY AUDITOR

WHEREAS, pursuant to that certain Purchase Agreement dated October 13, 1999, by and between ST. MARY MEDICAL CENTER, INC., an Indiana nonprofit corporation ("Grantor"), and INDIANA-AMERICAN WATER COMPANY, INC., f/k/a NORTHWEST INDIANA WATER COMPANY, an Indiana corporation ("Grantee"), the Grantor has agreed to convey to the Grantee, contemporaneously herewith, certain real property in Lake County, Indiana, the legal description of which is attached hereto as "Exhibit 1" and incorporated herein by reference (the "Conveyed Parcel"), to use and develop the Conveyed Parcel for a water tank, pumping station and a water transmission main (the "Facilities"); and,

WHEREAS, to facilitate Grantee's intended use of the Conveyed Parcel, Grantee is in need of a temporary construction easement to use certain vacant property of Grantor adjacent to the Conveyed Parcel;

NOW, THEREFORE, IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants unto the Grantee, its successors and assigns, a non-exclusive, temporary construction easement in and to the real estate also more particularly described on "Exhibit 2" for any and all activities necessary, incidental or related to the construction of the Facilities (the "Easement Area"). This temporary construction easement will expire on the earlier of: (a) the completion date of the Facilities; or (b) December 31, 2001.

Grantor reserves the right to use the Easement Area for any use which is consistent with this grant. However, no buildings, improvements or structures shall be erected or placed on, in or under the Easement Area nor shall any earth be removed from the Easement Area during the period in which this temporary construction easement remains in effect without Grantee's prior written approval.

~~The Grantee shall indemnify[?] and hold the Grantor harmless from and against any and all damages, injuries, losses, claims, demands or costs proximately caused by the negligent or reckless act or omission of the Grantee in its use of the Easement Area.~~

Full right and authority is hereby granted unto the Grantee, its successors and assigns, to assign, convey or set over, to another or others, the easement hereby granted.

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This Document is the property of the Lake County Recorder.

Access to the Easement Area over the adjoining lands of the Grantor is hereby granted, where necessary, but where a public street or highway adjoins the Easement Area then access shall be from such street or highway where practicable. Any damage to the crops, fences, or buildings of the Grantor on lands of the Grantor adjoining the Easement Area, or to the fence within the Easement Area, caused by the Grantee during its use of the Easement Area shall be promptly paid for by the Grantee, provided that a claim for such damages is filed with Grantee at its offices at 650 Madison Street, Gary, Indiana 46401-0486, within thirty (30) days after such damages occur.

Grantee's rights herein include cutting or trimming trees, bushes, vegetation and saplings growing upon or extending over the Easement Area so far as may be reasonably necessary to Grantee's use of the Easement Area for any and all purposes incident to the construction of the Facilities, and removal of any buildings, improvements or structures located on, in or under the Easement Area in violation hereof.

Grantor hereby (i) covenants that Grantor is the owner(s) in fee simple of the Easement Area and is(are) lawfully seized thereof, (ii) covenants that Grantor has the right to grant and convey the easement herein, (iii) guarantees the quiet possession thereof and that the Easement Area is free from all encumbrances except for the lien for real property taxes not delinquent, and (iv) covenants that the Grantor will warrant and defend the title to said easement against all lawful claims.

To the best of Grantor's personal knowledge, the Easement Area and adjoining land have never been used to release, discharge, generate or store any toxic, hazardous, corrosive or radioactive substance or material.

Grantor shall comply with applicable codes when making use of the land near the Grantee's Facilities.

For so long as this Temporary Construction Easement Agreement remains in effect, the easement granted hereunder shall run with the land, shall inure to the benefit of Grantee and shall be binding upon the heirs, executors, administrators, personal representatives, tenants, successors and assigns of Grantor and Grantee.

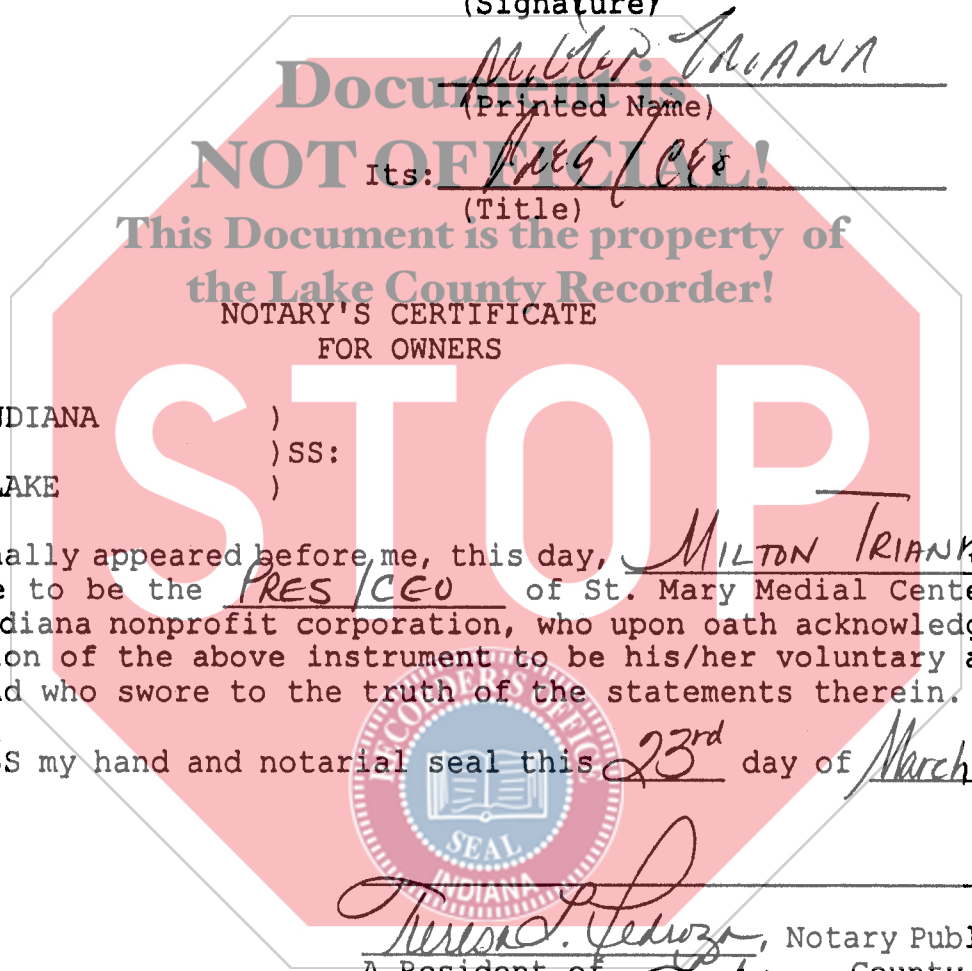
IN WITNESS WHEREOF, the Grantor has duly executed this instrument effective as of the 23rd day of March, 2000.

ST. MARY MEDICAL CENTER, INC.,
an Indiana nonprofit corporation

By: *[Signature]*
(Signature)

MILTON TRIANA
(Printed Name)

Its: PRES/CEO
(Title)



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Personally appeared before me, this day, MILTON TRIANA, known to me to be the PRES/CEO of St. Mary Medical Center, Inc., an Indiana nonprofit corporation, who upon oath acknowledged the execution of the above instrument to be his/her voluntary act and deed and who swore to the truth of the statements therein.

WITNESS my hand and notarial seal this 23rd day of March, 2000.

[Signature], Notary Public
A Resident of Lake County

My Commission Expires:
TERESA L. PEDROZA
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. MAY 9, 2007

27747

Prepared by Clyde D. Compton 3

25x10

94-10
06/15/1999
09/08/1999 Revision
03/03/2000 Revision
03/07/2000 Revision

DESCRIPTION OF HOBART TANK SITE

A parcel of land in the Northeast Quarter of Section 6, Township 35 North, Range 7 West of the Second Principal Meridian in the City of Hobart, Lake County, Indiana, and being a part of lands owned by St. Mary Medical Center, Inc. as described in a Corporate Warranty Deed dated 10/08/1997 and recorded 11/14/1997 as Document Number 97078326 in the Office of the Recorder of Lake County, Indiana; said parcel described as follows:

Commencing at a railroad spike located at the Southeast corner of the Northeast Quarter of said Section 6; thence N 85°50'00" W along the South line of said Northeast Quarter 1322.08 feet to a railroad spike located at the Southwest corner of the Southeast Quarter of the Northeast Quarter of said Section 6; thence N 00°10'17" W along the West line of said Quarter Quarter Section 329.49 feet to a 5/8" diameter by 30" long rered with PTGR/Bonar Group identification cap located at the intersection with the North line of the South 10 acres of said Quarter Quarter Section, said point being the POINT OF BEGINNING; thence S 85°50'00" E along said North line 230.00 feet to a 5/8" diameter by 30" long rered with PTGR/Bonar Group identification cap; thence S 00°10'17" E parallel with said West line 200.00 feet to a 5/8" diameter by 30" long rered with PTGR/Bonar Group identification cap; thence N 85°50'00" W parallel with said North line 230.00 feet to a 5/8" diameter by 30" long rered with PTGR/Bonar identification cap on said West line; thence N 00°10'17" W along said West line 200.00 feet to the point of beginning; said parcel containing 1.05 acres, more-or-less, and subject to all existing easements and rights-of-way.



Revised this 7th day of March, 2000
Revised this 3rd day of March, 2000
Revised this 8th day of September, 1999
Dated this 15th day of June, 1999

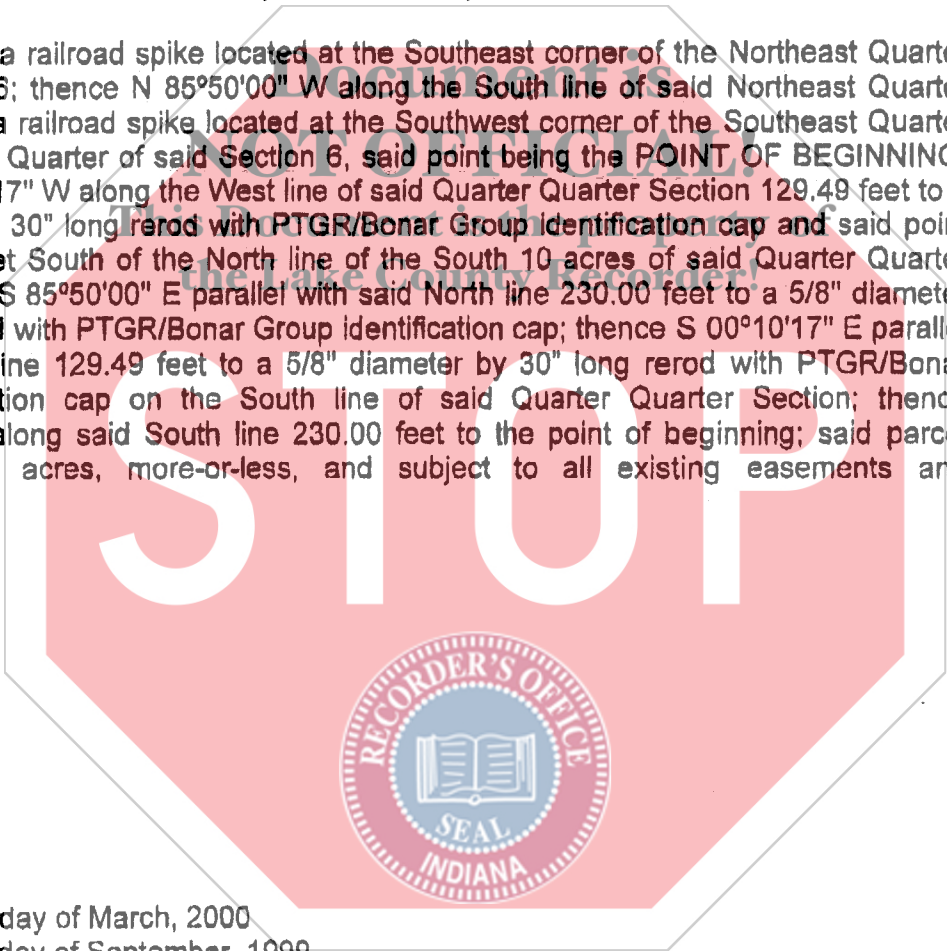
Prepared by:
Bonar Group
158 S. Napoleon Street, Suite 100
Valparaiso, Indiana 46383-5582
219-462-1158

94-10
06/15/1999
09/08/1999 Revision
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DESCRIPTION OF HOBART TANK SITE CONSTRUCTION EASEMENT

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Revised this 3rd day of March, 2000
Revised this 8th day of September, 1999
Dated this 15th day of June, 1999

Prepared by:
Bonar Group
158 S. Napoleon Street, Suite 100
Valparaiso, Indiana 46383-5582
219-462-1158

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"Exhibit 2"