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FILED

STATE OF INDIANA
LAKE COUNTY
FILED

MAR 27 2000

2000 ACCESS EASEMENT AGREEMENT

PETER BENJAMIN
LAKE COUNTY AUDITOR

This Access Easement Agreement (this "Agreement") is dated as of the 23rd day of March, 2000, by and between ST. MARY MEDICAL CENTER, INC., an Indiana nonprofit corporation (the "Grantor"), and INDIANA-AMERICAN WATER COMPANY, INC., an Indiana corporation (the "Grantee").

W I T N E S S E T H

WHEREAS, contemporaneously with the execution of this Agreement, the Grantor is conveying to Grantee certain real property described on "Exhibit 1" attached hereto (the "Benefitted/Grantee Parcel") and Grantor is retaining certain contiguous property described on "Exhibits 2 and 4" combined attached hereto (the "Burdened/Grantor Parcel");

WHEREAS, Grantee wishes to obtain an access easement across a portion of the Burdened Parcel for a driveway as shown on the attached "Exhibit 3" and legally described on "Exhibit 4" attached hereto (the "Driveway");

WHEREAS, the Driveway also services the Burdened Parcel; and,

WHEREAS, the Grantee desires, and Grantor is willing to convey, an easement to Grantee for ingress and egress to and from the Grantee Parcel across the Driveway pursuant to the terms and conditions contained in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows:

1. Grant of Easement to Grantee. The Grantor hereby grants and conveys to Grantee and its contractors, subcontractors, employees, agents, licensees, lessees, invitees, successors and assigns a perpetual, non-exclusive easement in and across the Driveway for the purposes of pedestrian and vehicular ingress and egress to and from the Grantee Parcel and 14TH Street.

~~2. Indemnification. Grantor and Grantee each covenant and agree to indemnify and hold harmless the other (the "Indemnified Party") against any loss or damage, including reasonable attorney's fees, incurred by the indemnified party from acts or work performed by Grantor or Grantee, as applicable, its contractors, subcontractors, employees, agents, licensees, lessees and invitees on the Driveway pursuant to this Agreement, or as a result of the~~

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[Handwritten signature]

25x10

~~failure of Grantor or Grantee, as applicable, to observe or perform its obligations hereunder.~~

3. Authority of Undersigned. Each of the undersigned persons executing this Agreement for and on behalf of a party hereto represents and warrants that he or she has been duly authorized and fully empowered by all necessary actions of such party to execute and deliver this Agreement on its behalf.

4. Notices. Any notices or other documents required or permitted to be given under the terms of this Agreement shall be deemed delivered when received or one business day after delivery thereof to a nationally recognized overnight delivery service, whether actually received or not, addressed to the parties as follows:

If to Grantee: INDIANA-AMERICAN WATER COMPANY, INC.
650 Madison Street
Post Office Box M-486
Gary, Indiana 46401-0486
Attn: Engineering Department

If to Grantor: ST. MARY MEDICAL CENTER, INC.
1500 South Lake Park Avenue
Hobart, Indiana 46342
Attn: Milton Triana

or to such other address as shall be specified by like notice.

5. Binding Effect. The easements and rights granted hereby and the restrictions and covenants contained herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Entire Agreement. This Agreement, including the attached Exhibits, embodies the complete agreement of the parties hereto with respect to the subject matter hereof, and cannot be altered, amended, or modified except by their written agreement.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

8. Successors. The parties acknowledge and agree that the rights, easements, and obligations contained in this Agreement shall be covenants running with the Grantee Parcel and the Grantor Parcel and shall inure to the benefit of and be binding upon the

Grantee Parcel and the Grantor Parcel and upon the parties hereto and all subsequent owners or other persons having an interest in all or any part of the Grantor Parcel or Grantee Parcel.

9. Conveyance of the Grantee Parcel and the Grantor Parcel. The Grantee Parcel was conveyed to Grantee pursuant to a deed dated March 23, 2000 and recorded on 3-28, 2000 as Instrument No. 2000 020841 in the Office of the Recorder of Lake County, Indiana. The Grantor Parcel was conveyed to Grantor by a deed dated October 8, 1997 and recorded on November 14, 1997, as Instrument No. 97078326, in the Office of the Recorder of Lake County, Indiana.

10. Encumbrances. Grantor represents, warrants and covenants that (i) Grantor has good and marketable title to the Driveway, (ii) Grantor has full right and authority to grant the easement herein contained, and (iii) the Driveway and the grant of easement contained herein are free and clear from any and all encumbrances, liens or other superior interests, except for the lien for real property taxes not delinquent.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written, either personally or by their duly authorized representative.

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

BY: [Signature]
(Signature)

M. T. ...
(Printed Name)

Its: CEO
(Title)

NOTARY'S CERTIFICATE
FOR OWNERS

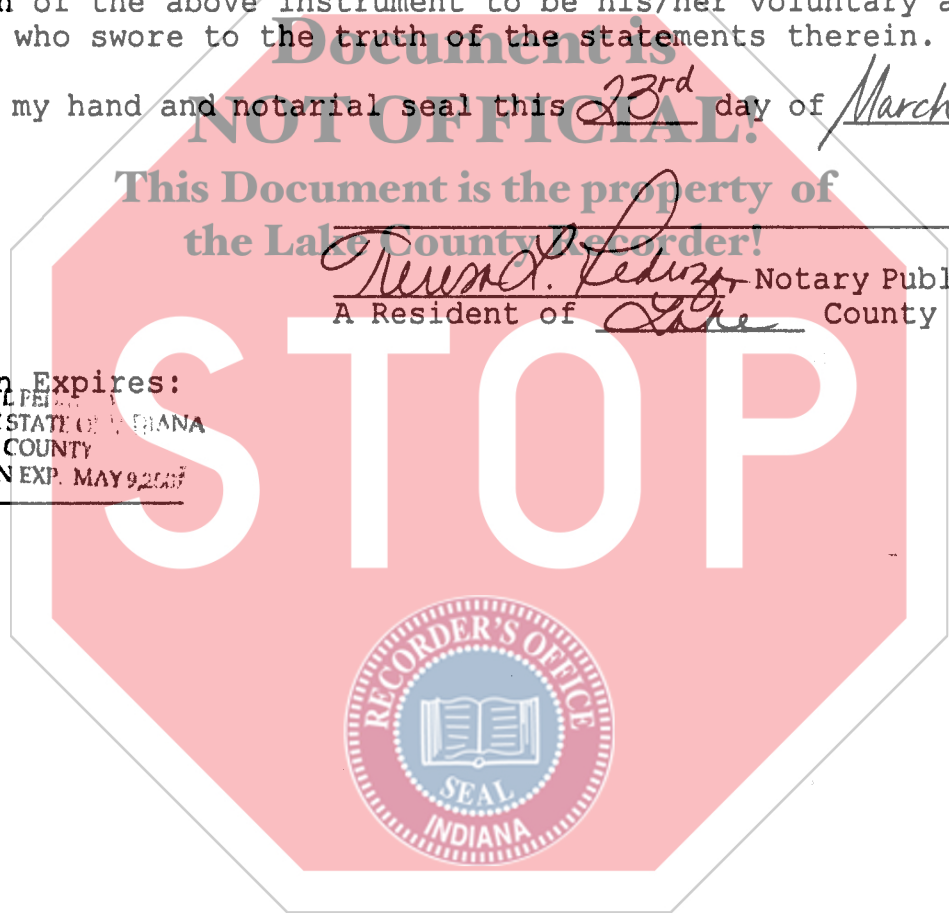
STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

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.

This Document is the property of
the Lake County Recorder!
Thomas A. Ledez Notary Public
A Resident of Lake County

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



INDIANA-AMERICAN WATER COMPANY, INC.
an Indiana corporation,

By: [Signature]
(Signature)

ROBERT J. VAUGHN
(Printed Name)

Its: V. PRES. & MGR.
(Title)

Document is
NOTARY'S CERTIFICATE
NOT OFFICIAL!
FOR OWNERS

STATE OF INDIANA
COUNTY OF LAKE

This Document is the property of
the Lake County Recorder!

Personally appeared before me, this day, ROBERT J. VAUGHN,
~~ALTON IRIONA~~ personally known to me to be the VICE PRESIDENT of INDIANA-AMERICAN WATER COMPANY, INC. an Indiana corporation, who upon oath acknowledged the execution of the above instrument to be his 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]
KAREN KANE, Notary Public
A Resident of PORTER County, IN

My Commission Expires:
9/12/07

This instrument prepared by: Clyde D. Compton
Attorney at Law
HODGES & DAVIS, P.C.
8700 Broadway
Merrillville, IN 46410

27745

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

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"Exhibit 1"

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

DESCRIPTION OF HOBART TANK SITE CONSTRUCTION EASEMENT

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, said point being the POINT OF BEGINNING; thence N 00°10'17" W along the West line of said Quarter Quarter Section 129.49 feet to a 5/8" diameter by 30" long rered with PTGR/Bonar Group Identification cap and said point being 200.00 feet South of the North line of the South 10 acres of said Quarter Quarter Section; thence S 85°50'00" E parallel with 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 129.49 feet to a 5/8" diameter by 30" long rered with PTGR/Bonar Group identification cap on the South line of said Quarter Quarter Section; thence N 85°50'00" W along said South line 230.00 feet to the point of beginning; said parcel containing 0.68 acres, more-or-less, and subject to all existing easements and rights-of-way.

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"

WEST LINE NE 1/4 SECTION 6, T.35N., R.7W.

N00°19'25"W - 2590.02'

HOBART FARMS ADDITION
BOOK 17, PAGE 10

LOT 6

LOT 7

LOT 5

ASH STREET

ASH STREET
(PRIVATE)

EXISTING 11' WIDE BITUMINOUS PAVEMENT

SW CORNER, NE 1/4 SECTION 6-35-7 BRASS PLUG IN CONCRETE MONUMENT

14th STREET

P.O.B. EASEMENTS

RR'S 12' BEHIND CURB

SOUTHWEST CORNER, SE 1/4, NE 1/4, SECTION 6

WEST LINE SE 1/4, NE 1/4 SECTION 6-35-7

P.O.B. TANK SITE

NORTH LINE SOUTH 10 ACRES SE 1/4, NE 1/4

RR'S AT E.O.P.
IPI AT 0.4' S AND 0.8' E

SOUTH SIDE OF BRUSH/SMALL TREES, 15' E SOUTH OF LINE

TANK SITE

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

AREA 45,868 Sq. Ft. 1.05 ACRES

TEMPORARY CONSTRUCTION EASEMENT

AREA 29,698 Sq. Ft. 0.68 ACRES

ST. MARY MEDICAL CENTER
DOCUMENT #97

ST. MARY'S MEDICAL CENTER CAMPUS
PLAT BOOK 84, PAGE 45

LOT 1

"Exhibit 3"

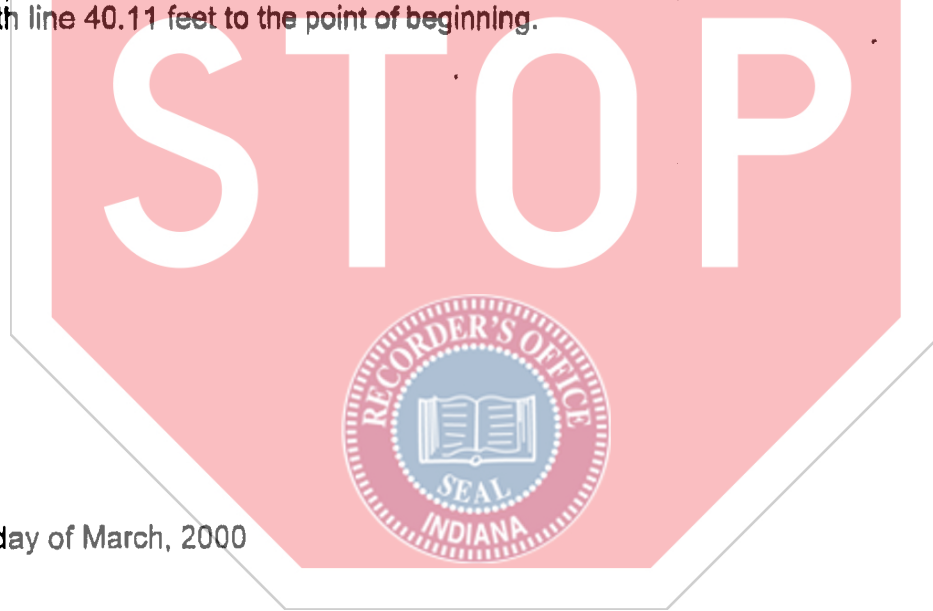
615'

25x10

94-10
03/03/2000**DESCRIPTION OF 40' ACCESS EASEMENT**

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, said point being the POINT OF BEGINNING; thence N 00°10'17" W along the West line of said Quarter Quarter Section 129.49 feet to a 5/8" diameter by 30" long rerod with PTGR/Bonar Group identification cap and said point being 200.00 feet South of the North line of the South 10 acres of said Quarter Quarter Section; thence S 85°50'00" E parallel with said North line 40.11 feet to a 5/8" diameter by 30" long rerod with PTGR/Bonar Group identification cap which is 40.00 feet East of said West line as measured perpendicular to said West line; thence S 00°10'17" E parallel with said West line 129.49 feet to a 5/8" diameter by 30" long rerod with PTGR/Bonar Group identification cap on the South line of said Quarter Quarter Section; thence N 85°50'00" W along said South line 40.11 feet to the point of beginning.



Dated this 3rd day of March, 2000

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

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"Exhibit 4"