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LICENSE AGREEMENT

This Agreement, made between the Indiana-American Water Company, Inc. (hereafter "Licensor") and Loretta L. Ferdi, Personal Representative of the Estate of Anne Kosiba, deceased, Cause No. 45D03-9512-ES-00240, as to an undivided one-half (1/2) interest; and the Theodore U. Kosiba and Georgia J. Kosiba Revocable Living Trust dated July 16, 1993, as to an undivided one-half (1/2) interest (hereafter "Licensees").

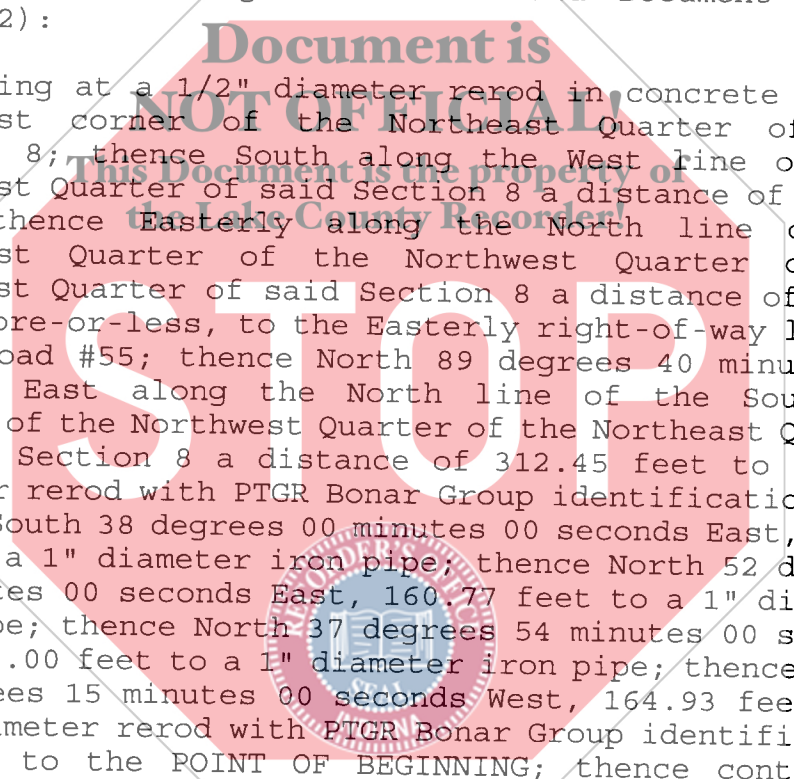
WHEREAS, the Licensor is the owner of the following described real estate located in Lake County, State of Indiana:

A parcel of land in the Northwest Quarter of the Northeast Quarter of Section 8 Township 35 North, Range 8 West of the Second Principal Meridian in the Town of Merrillville, Lake County, Indiana, and being a part of Parcel II described to Lottaville Storage, Inc. per a corporate deed dated June 26, 1998, and recorded July 10, 1998, as Document Number 98052442 in the Office of the Recorder of Lake County, Indiana, said parcel described as follows (bearings based on said Document Number 98052442):

Commencing at a 1/2" diameter rered in concrete at the Northwest corner of the Northeast Quarter of said Section 8; thence South along the West line of said Northeast Quarter of said Section 8 a distance of 667.70 feet; thence Easterly along the North line of the Southwest Quarter of the Northwest Quarter of the Northeast Quarter of said Section 8 a distance of 241.8 feet, more-or-less, to the Easterly right-of-way line of State Road #55; thence North 89 degrees 40 minutes 00 seconds East along the North line of the Southwest Quarter of the Northwest Quarter of the Northeast Quarter of said Section 8 a distance of 312.45 feet to a 5/8" diameter rered with PTGR Bonar Group identification cap; thence South 38 degrees 00 minutes 00 seconds East, 50.00 feet to a 1" diameter iron pipe; thence North 52 degrees 06 minutes 00 seconds East, 160.77 feet to a 1" diameter iron pipe; thence North 37 degrees 54 minutes 00 seconds West, 50.00 feet to a 1" diameter iron pipe; thence North 63 degrees 15 minutes 00 seconds West, 164.93 feet to a 5/8" diameter rered with PTGR Bonar Group identification cap and to the POINT OF BEGINNING; thence continuing North 63 degrees 15 minutes 00 seconds West, 240.00 feet to a 1" diameter iron pipe on the Easterly right-of-way of said State Road #55, said point being on a non-tangent curve concave Easterly and having a radius of 1392.39 feet, thence Southerly along said right-of-way line, on

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said curve an arc length of 151.78 feet (chord bearing South 18 degrees 08 minutes 46 seconds West, chord length 151.71 feet, delta angle 06 degrees 14 minutes 45 seconds) to a 5/8" diameter rerod with PTGR Bonar Group identification cap on said curve; thence South 63 degrees 15 minutes 00 seconds East along a non-tangent line 217.30 feet to a 5/8" diameter rerod with PTGR Bonar Group identification cap; thence North 26 degrees 45 minutes 00 seconds East, 150.00 feet to the point of beginning.

Subject to taxes, easements, restrictions, rights of way, ditches and drains, conditions and covenants of record.

Subject also to all zoning laws and other restrictions, regulations, ordinances, or statutes of any governmental authority applicable to the above property.

Subject also to current taxes not delinquent.

WHEREAS, the Licensees are owners of a certain parcel of real estate that is adjacent to the real estate of the Licensor, said real estate of the Licensees being more particularly described as follows:

Parcel 1:

Part of the Northwest Quarter of the Northeast Quarter of Section 8, Township 35 North, Range 8 West of the Second Principal Meridian, more particularly described as follows: Commencing at a point on the North line of the Northwest Quarter of the Northeast Quarter of said Section 8 and 333 feet West of the Northeast corner thereof; thence South 26 degrees 45 minutes West, 603.09 feet; thence South 52 degrees 06 minutes West, 50 feet; thence North 63 degrees 15 minutes West 405 feet more or less to the Easterly right of way line of State Road #55 and the point of beginning; thence South 63 degrees 15 minutes East, 405 feet more or less to the last described point; thence North 52 degrees 06 minutes East, 50 feet; thence North 26 degrees 45 minutes East 357.09 feet; thence North 63 degrees 15 minutes West 405 feet, more or less to the Easterly right-of-way line of State Road #55; thence Southwesterly along the Easterly line of said State Road #55 to the point of beginning.

Parcel 2:

An easement for the benefit of Parcel 1, as created by the Warranty Deed made by Blockhouse, Inc., an Indiana corporation, to Wallace E. Kosiba and Anne Kosiba, Husband and Wife, as to an undivided one-half (1/2) interest, and Theodore U. Kosiba and Georgia Kosiba, Husband and Wife, as to an undivided one-half (1/2) interest, dated December 30, 1969, and recorded January 14, 1970, as Document No. 45380, in the Office of the Recorder of Lake County, Indiana, for ingress and egress, over the land described as follows:

a parcel of land in the Northwest Quarter of the Northeast Quarter of Section 8, Township 35 North, Range 8 West of the Second Principal Meridian: Commencing at a point on the North line of the Northwest Quarter of the Northeast Quarter of said Section 8 and 333 feet West of the Northeast corner thereof; thence South 26 degrees 45 minutes West, 603.09 feet; thence South 52 degrees 06 minutes West, 50 feet to the point of beginning; thence continuing South 52 degrees 06 minutes West 159.41 feet; thence South 37 degrees 54 minutes East, 50 feet; thence South 52 degrees 06 minutes West, 50 feet; thence North 37 degrees 54 minutes West, 100 feet; thence North 52 degrees 06 minutes East, 185.72 feet; thence South 63 degrees 15 minutes East 55.33 feet to the point of beginning.

Parcel 3:

An easement for the benefit of Parcel 1, as created by the Warranty Deed made by Blockhouse, Inc., an Indiana corporation, to Wallace E. Kosiba and Anne Kosiba, Husband and Wife, as to an undivided one-half (1/2) interest, and Theodore U. Kosiba and Georgia Kosiba, Husband and Wife, as to an undivided one-half (1/2) interest, dated December 30, 1969, and recorded January 14, 1970, as Document No. 45380, in the Office of the Recorder of Lake County, Indiana, for ingress and egress, over the land described as follows:

a strip of land 50 feet in width through and across a part of the Northwest Quarter of the Northeast Quarter of Section 8, in Township 35 North, Range 8 West of the Second Principal Meridian in Lake County, Indiana, the said strip of land extending through and across said lands in a Northeasterly direction being immediately

Northeast of the property line of Blockhouse, Inc., and being immediately Northwest of and adjoining the old county highway as located and running Northeasterly from the Grand Trunk Railroad Company's right-of-way at Lottaville; the West line of said highway forming the East line of the land hereby conveyed and the following described 50 foot dividing line forming the dividing line between the property hereby conveyed and the said property of Blockhouse, Inc., to-wit: Commencing at the Northwest corner of the Northeast Quarter of said Section 8; thence South along the West line of said Northeast Quarter of Section 8 a distance of 667.7 feet, thence East along the North line of the Southwest Quarter of the Northwest Quarter of the Northeast Quarter of said Section 8 a distance of 554.25 feet to a point on this 50 foot dividing line, thence deflecting to the right and Southeasterly with an interior angle of 127 degrees 40 minutes 50 feet to a point in the West line of a 40 foot county road which is also the other point on this 50 foot dividing line.

WHEREAS, the survey attached hereto and marked "**Exhibit A**" indicates that light standards for a parking lot located on the real estate of the Licensees encroach upon the Licensor's real estate.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and subject to the terms and conditions herein stated, it is understood and agreed by the parties as follows:

1. **ADMISSION OF NO RIGHT.** The Licensees admit that the true boundary line between their real estate and the real estate of the Licensor is as shown on the survey attached hereto as "**Exhibit A**", and that the light standards for a parking lot located on the real estate of the Licensees encroach upon the Licensor's real estate.

2. **LICENSE TO USE.** The Licensor agrees that the Licensees may, without further license on their part, use and enjoy all that portion of the real estate of the Licensor upon which the light standards encroach until this Agreement shall be terminated, and the light standards may remain at their current location on the property of the Licensor in the interim.

3. **TERMINATION.** The Licensor may terminate this Agreement at any time by giving prior written notice to the Licensees. Upon receipt of notice of termination from the Licensor, the Licensees

shall have sixty (60) days in which to remove said light fixtures from the real estate of the Licensor. In the event said light fixtures are not removed within the requisite sixty (60) day time period, the Licensor may remove said light fixtures and return them to the Licensees. The cost of removal and storage of the light fixtures, and any other removal-related costs, shall be borne by the Licensees.

4. **COVENANT TO RUN WITH LAND.** The burden and benefit of this Agreement shall attach and run with the real estate of the Licensees and the Licensor, respectively.

5. **MISCELLANEOUS.** Should either party default under the terms of this Agreement such that the non-defaulting party is required to retain the services of legal counsel to enforce such party's rights, the defaulting party shall pay the non-defaulting party's reasonable costs and attorney's fees incurred in such enforcement. All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein. All notices shall be hand delivered or sent by certified mail to the addresses set forth on the signature line, or at such other address as designated in writing by any party. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. The parties further agree that any suit to enforce rights under this Agreement shall be brought in the State of Indiana. This Agreement shall be binding upon the parties, their heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed as of the 21ST day of DECEMBER, 2001.

LICENSOR:

INDIANA-AMERICAN WATER COMPANY, INC.

By: _____

Title: _____

Address: _____

[Signature]
V. PRES & MANAGER

650 MADISON ST

GARY, INDIANA 46401

LICENSEES:

Loretta L. Ferdi

Loretta L. Ferdi, Personal
Representative of the Estate
of Anne Kosiba, deceased
Cause No. 45D03-9512-ES-00240

c/o Attorney Donald C. Emery, III
EMERY, CLEMENT & SCHMIDT, P.C.
370 East 80th Place
Merrillville, IN 46410

Williamson T. Newsom Trustee

Williamson T. Newsom, Successor
Trustee of the Theodore U. Kosiba
and Georgia J. Kosiba Revocable
Living Trust dated July 16, 1993

c/o Attorney Stephen R. Place
LUCAS, HOLCOMB & MEDREA
300 East 90th Drive
Merrillville, IN 46410

Document is
NOT OFFICIAL

This Document is the property of
the Lake County Recorder!

STOP



STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this 21st day of December, 2001, personally appeared Robert Vaughn, Vice-President and Manager of Indiana-American Water Company, and acknowledged the execution of the foregoing License Agreement. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:
11/21/07

Benjamin T. Ballou
Benjamin T. Ballou, Notary Public
Resident of Lake County

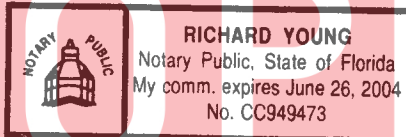
STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this 9th day of January, 2002, personally appeared Loretta L. Ferdi, Personal Representative of the Estate of Anne Kosiba, deceased, and acknowledged the execution of the foregoing License Agreement. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:
5/5/07

C. Donald Emery, III
C. Donald Emery, III, Notary Public
Resident of Lake County

STATE OF Florida)
)SS:
COUNTY OF Broward)



Before me, the undersigned, a Notary Public in and for said County and State, this 28th day of January, 2002, personally appeared William T. Newsom, Successor Trustee of the Theodore U. Kosiba and Georgia J. Kosiba Revocable Living Trust dated July 16, 1993, and acknowledged the execution of the foregoing License Agreement. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:
6-26-04

Richard Young
Richard Young, Notary Public
Resident of Broward County

This instrument prepared by: Benjamin T. Ballou, Attorney at Law
Hodges & Davis 8700 Broadway, Merrillville, Indiana 46410