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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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EASEMENT AGREEMENT

MICHAEL A. BROWN
RECORDER

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THIS EASEMENT AGREEMENT ("Agreement") is effective the 15 day of February, 2006, by and between **Cerestar USA, Inc.**, formerly known as American Maize Products Company, a Maine corporation, with principal offices and place of business at 15407 McGinty Road West, Wayzata, Minnesota 55391-2399 ("Grantor") and the **City of Hammond, Indiana**, a municipality, whose principal mailing address is City Hall, Legal Department, 5925 Calumet Avenue, Hammond, Indiana 46320 ("Grantee"), with reference to the following facts:

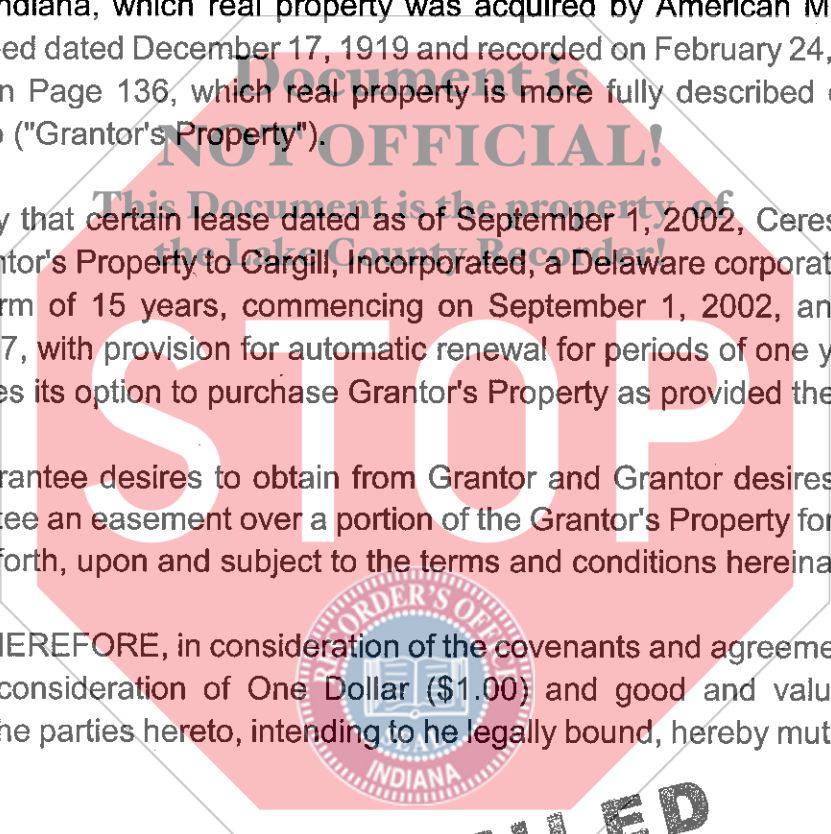
RECITALS

A. Grantor is the owner of certain real property located in the City of Hammond, Lake County, Indiana, which real property was acquired by American Maize Products Company by deed dated December 17, 1919 and recorded on February 24, 1920 in Deed Records 271 on Page 136, which real property is more fully described on Exhibit "A" attached hereto ("Grantor's Property").

B. By that certain lease dated as of September 1, 2002, Cerestar USA, Inc. leased the Grantor's Property to Cargill, Incorporated, a Delaware corporation ("Tenant") for an initial term of 15 years, commencing on September 1, 2002, and expiring on August 31, 2017, with provision for automatic renewal for periods of one year each until Tenant exercises its option to purchase Grantor's Property as provided therein.

C. Grantee desires to obtain from Grantor and Grantor desires to grant and convey to Grantee an easement over a portion of the Grantor's Property for the purposes hereinafter set forth, upon and subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the covenants and agreements contained herein and in consideration of One Dollar (\$1.00) and good and valuable or other consideration, the parties hereto, intending to be legally bound, hereby mutually agree as follows:



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PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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AGREEMENTS

1. Grantor hereby grants to Grantee, its agents, contractors, subcontractors, successors, assignees and subtenants a perpetual right, power, privilege and easement from the date of this Agreement for the purpose of constructing, operating, maintaining and carrying out aquatic and terrestrial ecosystem restoration and protection works for the improvement of the environment (the "Easement") in, on, over and across the lands described in Exhibit "B" attached hereto (the "Easement Area"), in connection with the Wolf Lake project as authorized by the Act of Congress approved 1996 under Section 206 of the 1996 Water Resources Development Act, together with the rights to control erosion and sedimentation; stabilize shoreline; develop aquatic and riparian habitats; plant native species; the right to prohibit human habitation; the right to clear, cut, fell, remove and dispose of any and all timber, trees, underbrush, buildings, improvements and/or other obstructions there from; the right to perform controlled burning and/or mowing of vegetation on the lands, the right to post signs indicating the nature and extent of the Hammond Parks and Recreation Department's control; and the right to unrestricted and convenient ingress and egress over and across said lands for the purpose of exercising the rights set forth herein; subject to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to the landowners, its successor and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; provided that construction, excavation or landfill activities that may cause damage to the project lands or project features shall not be conducted without prior approval of the Hammond Parks and Recreation Department; provided further that any use of the land shall be subject to Federal and State laws with respect to pollution.

2. The Easement shall be non-exclusive. Grantor and its lessees, licensees, successors and assigns, including Tenant, shall have the right to use the surface and subsurface of the Easement Area for any purpose not inconsistent with Grantee's permitted use as described in paragraph one.

3. Grantee shall have the right to clear and keep clear brush, trees, shrubbery, roots, buildings and other obstructions which, in Grantee's judgment, may interfere with the safe, proper and expeditious laying, construction, maintenance, alteration, inspection, repair, replacement, protection, relocation, restoration and protection works for the improvement of the environment, within or upon the Easement Area.

4. Grantee shall construct, install, maintain, repair, remove, replace, inspect and operate the Easement so as to occasion the least practicable damage and inconvenience

to Grantor and restore the ground surface to the condition and contour as existed immediately prior to the commencement of any work, to accommodate the construction of the Easement.

5. Grantee shall not use the Easement for any other purpose than that specified herein.

6. Grantee, with Grantor's cooperation, shall be responsible for obtaining all necessary permits, licenses, approvals and consents required for the construction, installation, maintenance, repair, inspection and operation of the Easement. Grantee shall install and maintain the Easement in a manner as may be required by all applicable laws, rules, regulations, codes, ordinances and orders, and shall prevent the wastewater from entering any unapproved lands or waters.

7. Grantee agrees to defend, indemnify and save Grantor harmless against all actions, claims, damages or demands which may be brought or made against Grantor by reason of anything done by Grantee, its employees, customers, or agents, in the exercise or purported exercise of the rights, privileges and duties herein granted.

8. Grantor warrants that it is the owner of the Easement Area and that Grantor has the full power, right and authority to convey this Easement to Grantee without the consent of any third party and that Grantee's use of the same will be undisturbed during the term hereof.


9. This Agreement represents the entire Agreement between the parties with respect to the subject matter addressed herein and supersedes all prior or contemporaneous agreements or understandings, written or oral, between the parties with respect to the same subject matter, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No amendment to this Agreement shall be binding upon the parties, unless it is in writing and is executed by duly authorized representatives of each of the parties.

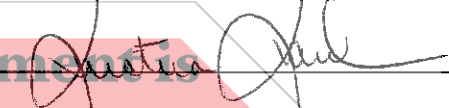
10. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Indiana.

11. Grantee shall not have the right to assign its interest under this Agreement without the prior written consent of the Grantor, which consent shall not be unreasonably withheld.

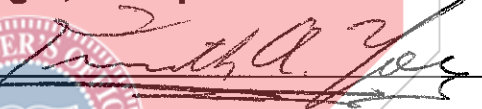
12. Grantor and Grantee and their respective successors and assigns agree that, should the Easement no longer be required, they will execute a mutually agreeable written termination of this Agreement and record the termination in the same county office in which this Agreement is recorded.

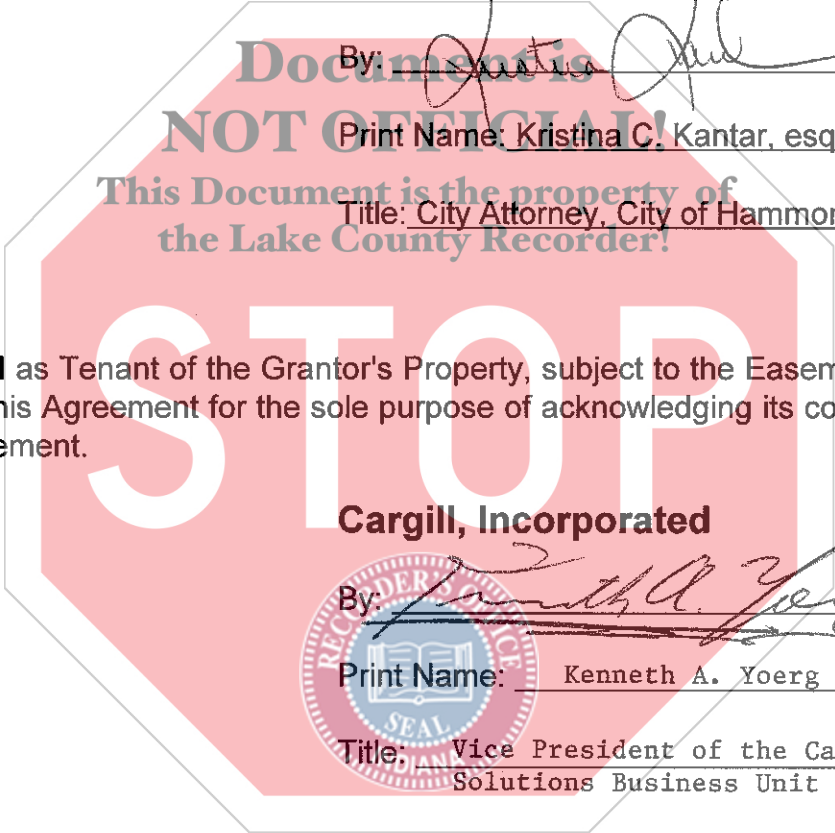
IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

GRANTOR: **Cerestar USA, Inc.**
By: 
Print Name: E. Thomas Erdmann III
Title: President and CEO

GRANTEE: **City of Hammond, Indiana**
By: 
Print Name: Kristina C. Kantar, esq.
Title: City Attorney, City of Hammond

The undersigned as Tenant of the Grantor's Property, subject to the Easement granted herein, joins in this Agreement for the sole purpose of acknowledging its consent to the grant of the Easement.

TENANT: **Cargill, Incorporated**
By: 
Print Name: Kenneth A. Yoerg
Title: Vice President of the Cargill Texturizing Solutions Business Unit



STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

February
On the 15th day of ~~January~~, 2006, before me the undersigned, a notary public in and for said state, personally appeared E. Thomas Erdmann III, the President and CEO of Cerestar USA, Inc., a Maine corporation, formerly known as American Maize Products Company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same as his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the entity upon behalf of which the individual(s) acted, executed the instrument.

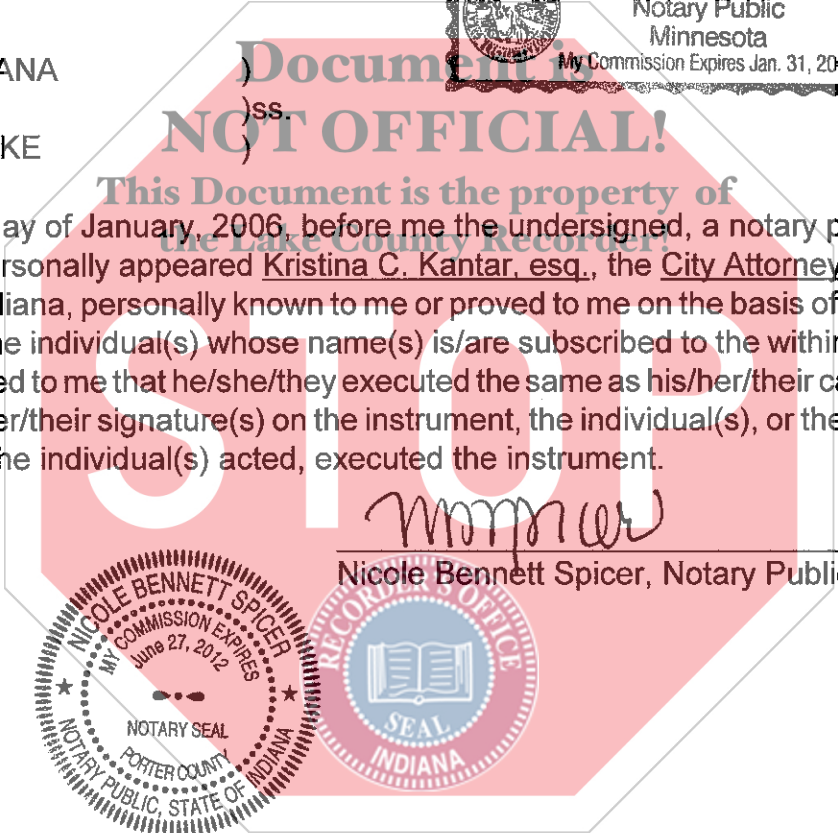
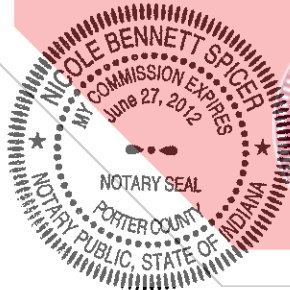
Mary T. Fehn
 , Notary Public



STATE OF INDIANA)
) ss.
COUNTY OF LAKE)

On the 10 day of January, 2006, before me the undersigned, a notary public in and for said state, personally appeared Kristina C. Kantar, esq., the City Attorney for the City of Hammond, Indiana, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same as his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the entity upon behalf of which the individual(s) acted, executed the instrument.

Nicole Bennett Spicer
 Nicole Bennett Spicer, Notary Public

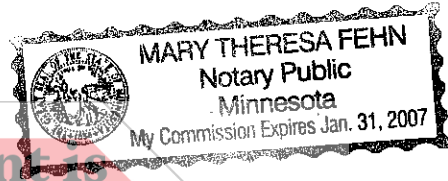


STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On the 13th day of ~~January~~ ^{February} ^{MP} 2006, before me the undersigned, a notary public in and for said state, personally appeared Kenneth A. Yoerg, the ^{***} of Cargill, Incorporated, a Delaware corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same as his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the entity upon behalf of which the individual(s) acted, executed the instrument.

*** Vice President of the Cargill
Texturizing Solutions Business Unit

Mary J. Fehn
, Notary Public



This Instrument was prepared by:

Karen L. Baril
Cargill, Incorporated
Law Department - MS 24
15407 McGinty Road West
Wayzata, Minnesota 55391-2399

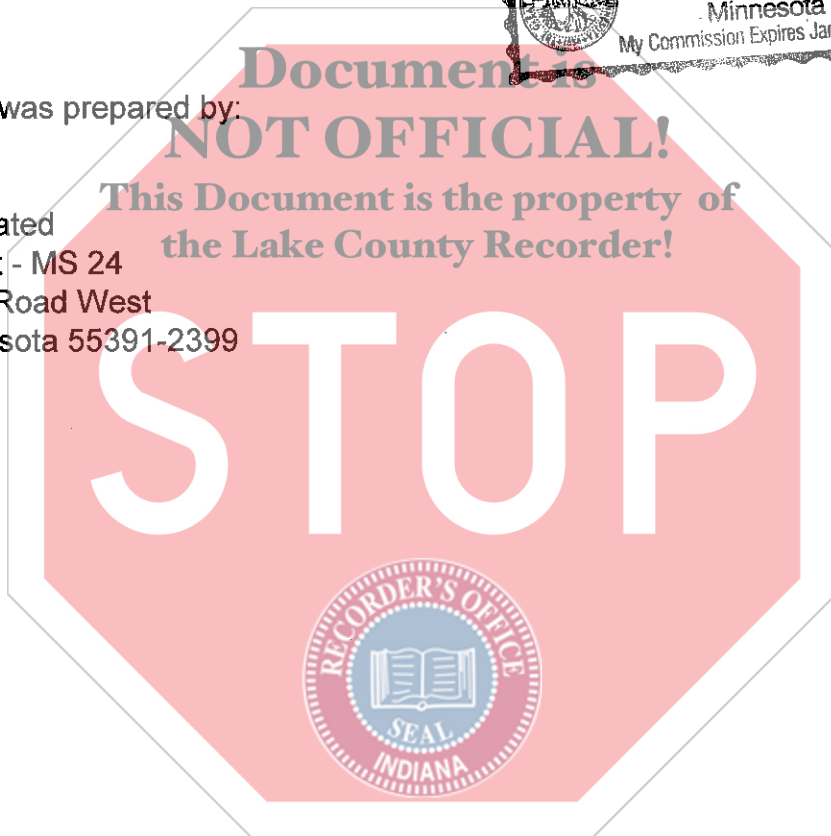


EXHIBIT "A"**Legal Description
Grantor's Property****Lake County, Indiana**

PARCEL 2: A tract of land being a part of Fractional Section 1, Township 37 North, Range 10 West of the Second Principal Meridian, in Lake County, Indiana, described as follows, to-wit: Beginning at a point which would be the center line of 114th Street, if the same were extended from Illinois, which point is 32 feet Easterly from the center line of the railroad track lying West of the property herein conveyed, and is marked by an iron rail, which is set at the Southwest corner of property deeded to the Western Glucose Company, by Deed dated November 12, 1906 and duly recorded; extending thence along the South line of said Western Glucose Company's property, 1270.32 feet to the center of Wolf River Channel, as the same is established by Indenture dated December 3, 1901, between Oliver O. Forsyth, John J. Forsyth, and Myrtle E. Forsyth, his wife, Hattie O. Forsyth, a spinster, Sarah L. Forsyth, a spinster, Henry P. Forsyth, a bachelor, Carrie C. Forsyth, a spinster and George W. Forsyth, a bachelor, and Edward A. Shedd and Charles B. Shedd and Margaret B. Shedd, his wife, which Indenture or Agreement was recorded at the Recorder's Office of Lake County, Indiana, on the 19th Day of December A.D. 1901, in Book of Records No. 92 page 493; provided, however, that in the event of the center line of said Wolf River Channel being hereafter established under the above Agreement or Indenture, differently than herein provided, then it is understood and specifically agreed that said center line of Wolf River Channel as the same may be hereafter established as aforesaid shall be and shall constitute the Easterly boundary of the property herein conveyed; thence Southwesterly along the center line of said Channel, as established by said Agreement of Indenture, or as the same may be hereafter established by said Agreement or Indenture, to the Northerly line extended Easterly of property conveyed to Albert E. Smith, by Deed dated March 26, 1898; thence Westerly 529.45 feet, along the said Northerly line to the Easterly line of reservation for railroad tracks, which line is 31.84 feet Easterly from the center line of the straightened railroad track, and which said point is 52.2 feet Southerly, from the intersection of 117th Street produced, with said Easterly line of reservation, (the said intersection of 117th Street with said Easterly line of reservation also being 165.55 feet East of the intersection of 2nd Avenue produced and 117th Avenue produced but not dedicated, marked by an iron pipe); thence returning to said point 52.2 feet Southerly from the said intersection of 117th Street with the Easterly line of reservation for railroad tracks to an iron pipe set, 31.84 feet Easterly from the center of the straightened railroad track, which point is on the North line of property now belonging to the Consumers Company and 100 feet Northerly from their ice house thereon, extending from said last named point, along the Easterly line of the Right of Way reserved for railroad tracks in a straight line, 2182.5 feet Northeasterly to the point of beginning.

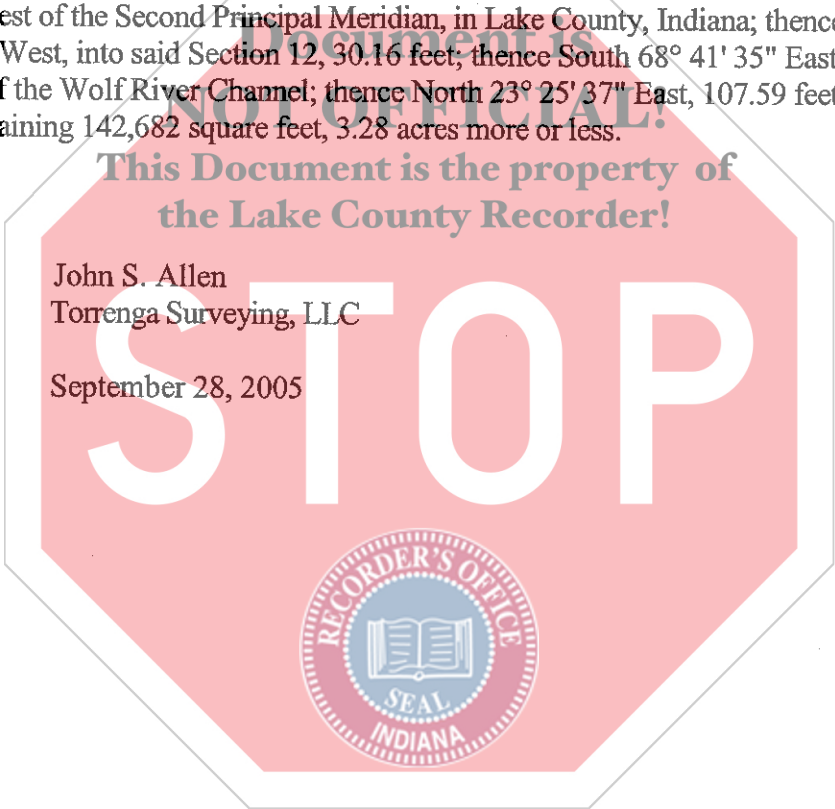
EXHIBIT "B"

Legal Description
Easement Area

Lake County, Indiana

**PERMANENT ECOLOGICAL EASEMENT PART OF
TRACT 1,8,9 AND 10**

LEGAL DESCRIPTION: Part of a parcel of land described in Chicago Title Insurance Company Commitment #620053443 as Parcel 2, more particularly described as follows: Commencing at the Southeast corner of fractional Section 1, Township 37 North, Range 10 West of the Second Principal Meridian, in Lake County, Indiana; thence North 87° 14' 52" West on a geodetic bearing along the South line of said Section 1, 3070.65 feet to a point on the centerline of the Wolf River Channel, said point being the point of beginning; thence North 23° 46' 04" East along the centerline of said Wolf River Channel, 334.96 feet; thence North 42° 09' 04" East continuing along said centerline, 492.00 feet; thence North 62° 49' 46" West, 146.81 feet; thence South 38° 41' 10" West, 930.67 feet, to the South line of said Section 1 said South line also the North line of Section 12, Township 37 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana; thence continuing South 38° 41' 10" West, into said Section 12, 30.16 feet; thence South 68° 41' 35" East, 239.60 feet to the centerline of the Wolf River Channel; thence North 23° 25' 37" East, 107.59 feet to the point of beginning, containing 142,682 square feet, 3.28 acres more or less.



PREPARED BY: John S. Allen
Torrenga Surveying, LLC

DATE: September 28, 2005

DECLARATION

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.

