

8

UTILITY EASEMENT AND RIGHT-OF-WAY

This INDENTURE, made this 18th day of April, 2003, by and between Bank of Highland as Trustee under Trust No. 1104, hereinafter referred to as the "Grantor" and INDIANA-AMERICAN WATER COMPANY, INC., a corporation organized and existing under the laws of the State of Indiana, having an office for the transaction of business at 650 Madison Street, Gary, IN 46401, hereinafter referred to as the "Grantee".

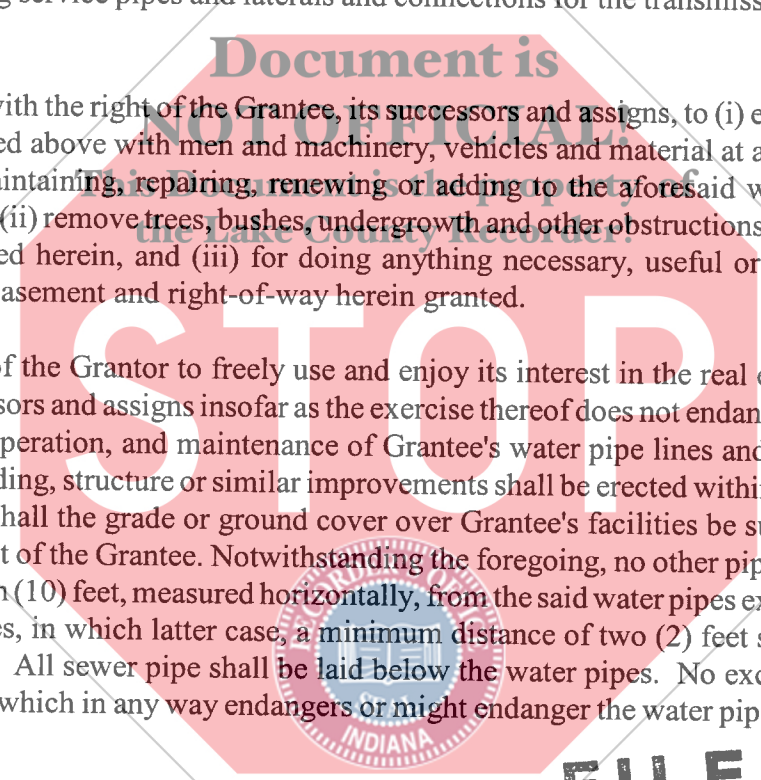
WITNESSETH:

The Grantor, in consideration of the covenants and agreements hereinafter recited and the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which, is hereby acknowledged, does hereby give, grant and convey unto the Grantee, its successors and assigns, forever, an easement and a free uninterrupted and unobstructed right-of-way, in, under, across and over the real estate of the Grantor, situated in Lake County, Indiana, more particularly described on Exhibit A-1 and Exhibit A-2 as shown on the sketches, Exhibit B-1 and Exhibit B-2, all attached hereto and made a part hereof, for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying and adding to from time to time water pipe and pipes, together with all necessary fittings, valves, hydrants, meters, appurtenances and attached facilities, including service pipes and laterals and connections for the transmission and distribution of water.

Together with the right of the Grantee, its successors and assigns, to (i) enter and upon the real estate described above with men and machinery, vehicles and material at any and all times for the purpose of maintaining, repairing, renewing or adding to the aforesaid water pipes and attached facilities, (ii) remove trees, bushes, undergrowth and other obstructions interfering with the activities authorized herein, and (iii) for doing anything necessary, useful or convenient for the enjoyment of the easement and right-of-way herein granted.

The right of the Grantor to freely use and enjoy its interest in the real estate is reserved to Grantor, its successors and assigns insofar as the exercise thereof does not endanger or interfere with the construction, operation, and maintenance of Grantee's water pipe lines and attached facilities, except that no building, structure or similar improvements shall be erected within said easement and right-of-way, nor shall the grade or ground cover over Grantee's facilities be substantially altered, without the consent of the Grantee. Notwithstanding the foregoing, no other pipes or conduits shall be placed within ten (10) feet, measured horizontally, from the said water pipes except pipes crossing same at right angles, in which latter case, a minimum distance of two (2) feet shall be maintained between the pipes. All sewer pipe shall be laid below the water pipes. No excavation or blasting shall be carried on which in any way endangers or might endanger the water pipe lines and attached facilities.

TO HAVE AND TO HOLD the above granted easement and right-of-way unto the same Grantee, its successors and assigns forever.



2003 04 18 12:29 PM REC'D

STATE OF INDIANA
LAKE COUNTY RECORDER
APR 18 2003 12:29 PM

FILED

MAY 7 2003

STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

24-1104
10756

000613

The Grantee agrees, by the acceptance of this easement and right-of-way that, upon any opening made in connection with any of the purposes of this easement and right-of-way, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, provided that Grantee shall not be obligated to restore landscaping, other than reseeding any grass which was removed upon entry, all such work to be done at the expense of the Grantee. Any improved surfaces damaged or removed upon entry shall be restored at the expense of the Grantee.

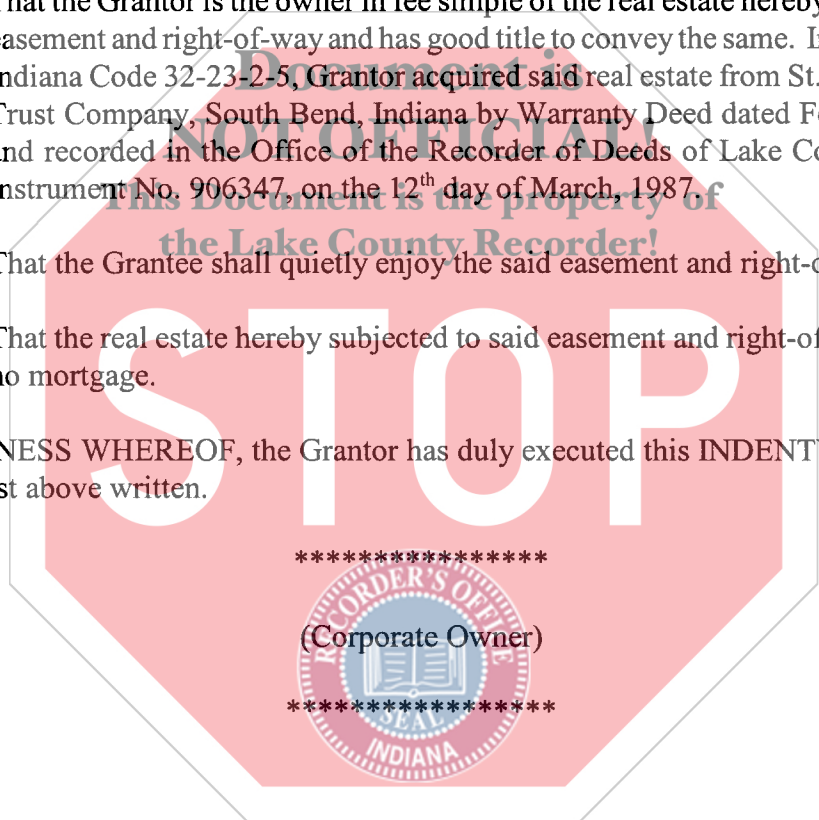
The Grantee shall indemnify and hold the Grantor harmless from and against any and all damages, injuries, losses, claims, demands or costs proximately caused by the negligent or reckless acts or omissions of the Grantee in the construction, erection, installation, maintenance, operation, replacement, repair, renewal or removal of the facilities located in the easement and right-of-way.

In the event Grantee permanently abandons its use of this easement and right-of-way, Grantee's rights granted herein shall cease and terminate, whereupon all such rights hereunder shall revert to Grantor or its successors or assigns.

And the said Grantor does covenant with the said Grantee as follows:

1. That the Grantor is the owner in fee simple of the real estate hereby subjected to said easement and right-of-way and has good title to convey the same. In accordance with Indiana Code 32-23-2-5, Grantor acquired said real estate from St. Joseph Bank and Trust Company, South Bend, Indiana by Warranty Deed dated February 26, 1987, and recorded in the Office of the Recorder of Deeds of Lake County, Indiana, as Instrument No. 906347, on the 12th day of March, 1987.
2. That the Grantee shall quietly enjoy the said easement and right-of-way.
3. That the real estate hereby subjected to said easement and right-of-way is subject to no mortgage.

IN WITNESS WHEREOF, the Grantor has duly executed this INDENTURE, all as of the day and year first above written.



(Corporate Owner)

BANK OF HIGHLAND AS TRUSTEE UNDER TRUST NO. 1104.:

Trustee's Exoneration Rider Attached Hereto And Made A Part Hereof

(Signature)

(Printed Name)

(Title)

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared Bank of Highland as Trustee under Trust No. 1104, by _____, its _____, who having been duly sworn upon his/her oath acknowledged the execution of the foregoing easement and right-of-way.

Witness my hand and Notarial Seal this ____ day of April, 2003.

(Signature) _____
(Printed Name) _____
Notary Public residing in _____ County
My Commission Expires: _____

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

35770.1

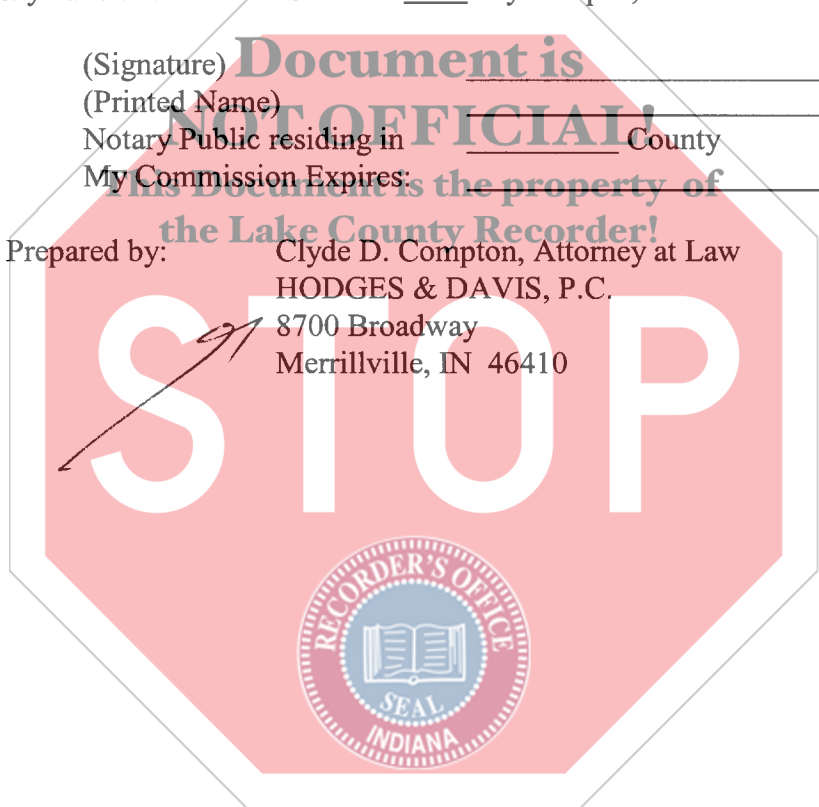


EXHIBIT A-1

PERMANENT EASEMENT

A permanent easement in the Northeast Quarter of Section 5-35-8 of the Second Principal Meridian in Lake County, Indiana and being a part of lands described to Bank of Highland as Trustee under Trust No. 1104 in Parcel "A" per a Warranty Deed dated 02/26/1987 and recorded 03/12/1987 as Document Number 906347 in the Office of the Recorder of Lake County, Indiana; said easement described as follows:

Commencing at the North Quarter corner of said Section 5; thence S 89°02'57" E along the North line of said Section 1061.05 feet to the POINT OF BEGINNING; thence S 00°24'30" W along the East line of said Parcel "A" 20.00 feet; thence N 89°02'57" W parallel with said North line 170.00 feet; thence N 00°24'30" E parallel with said East line 20.00 feet to a point on said North line; thence S 89°02'57" E along said North line 170.00 feet to the point of beginning.

said easement containing 0.08 acres/3,400 square feet, more-or-less, and subject to all existing easements and rights-of-way.



Dated this 20th day of January, 2001

Prepared by:

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

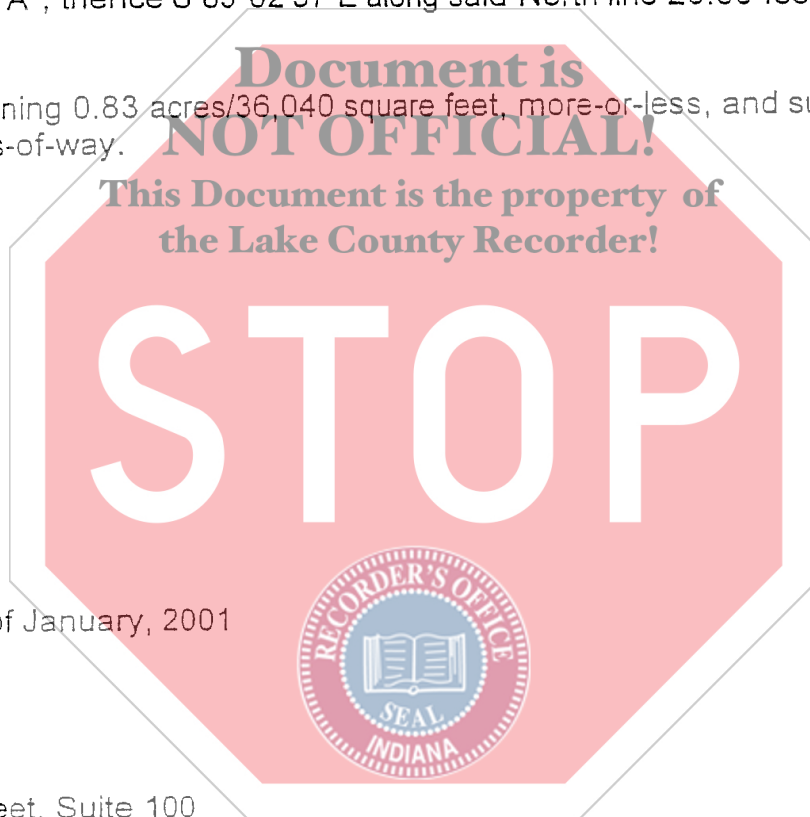
EXHIBIT A-2

PERMANENT EASEMENT

A permanent easement in the Northeast Quarter of Section 5-35-8 of the Second Principal Meridian in Lake County, Indiana and being a part of lands described to Bank of Highland as Trustee under Trust No. 1104 in Parcel "A" per a Warranty Deed dated 02/26/1987 and recorded 03/12/1987 as Document Number 906347 in the Office of the Recorder of Lake County, Indiana; said easement described as follows:

Commencing at the North Quarter corner of said Section 5; thence S 89°02'57" E along the North line of said Section 1061.05 feet; thence S 00°24'30" W along the East line of said Parcel "A" 544.50 feet; thence S 89°02'57" E along the North line of said Parcel "A" 200.00 feet to the Westerly right-of-way line of Cleveland Road, said point being the POINT OF BEGINNING; thence S 00°24'30" W along said Westerly right-of-way line 1801.68 feet to a corner of said Parcel "A"; thence N 89°37'45" W along the South line of said Parcel "A" 20.00 feet; thence N 00°24'30" E parallel with said Westerly right-of-way line 1802 feet to a point on the North line of said Parcel "A"; thence S 89°02'57" E along said North line 20.00 feet to the point of beginning.

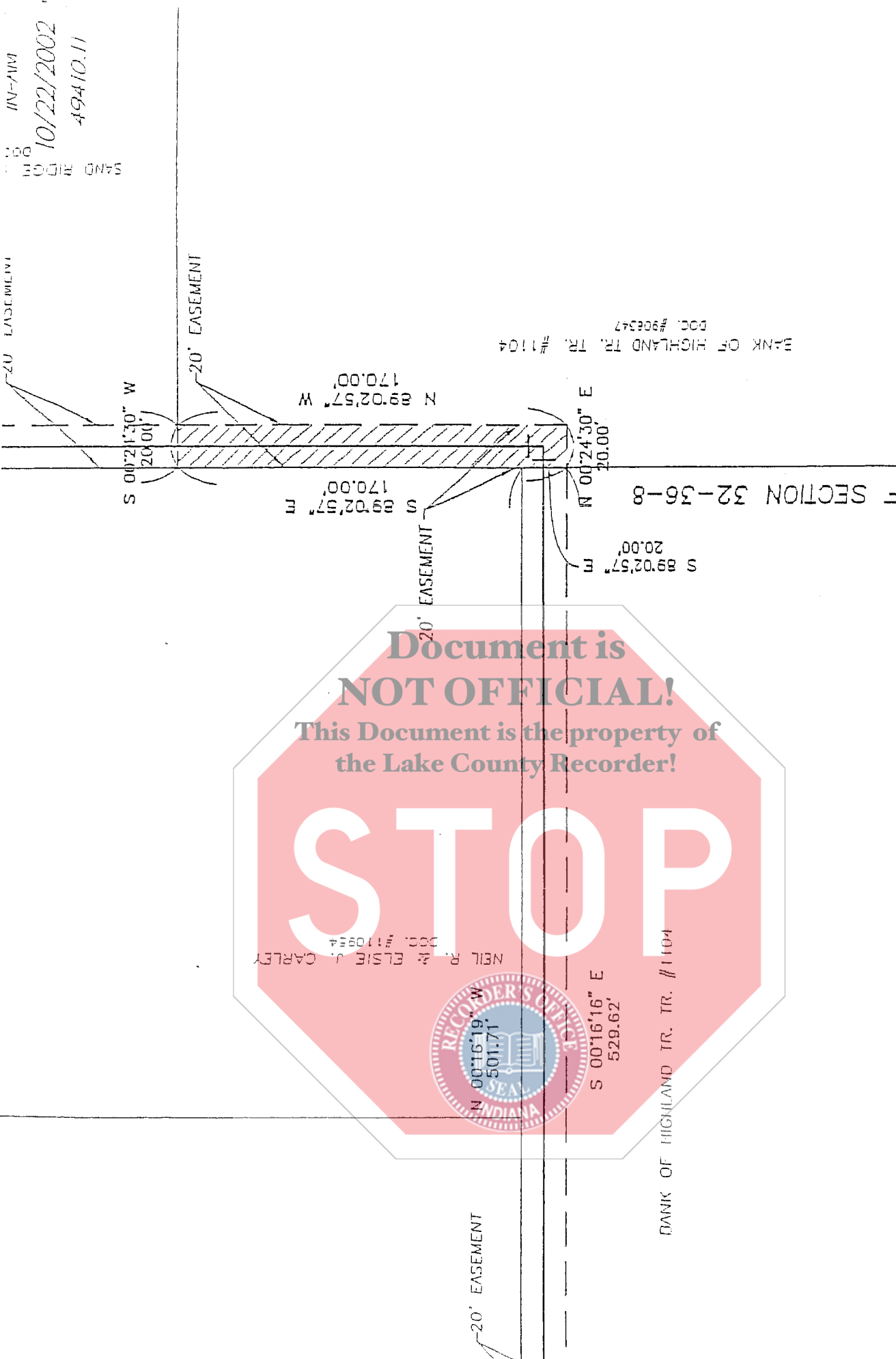
said easement containing 0.83 acres/36,040 square feet, more-or-less, and subject to all existing easements and rights-of-way.



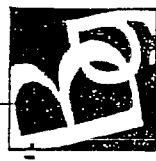
Dated this 20th day of January, 2001

Prepared by:

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



IV-1111
 10/22/2002
 49410.11



Bonar Group
 Engineers - Surveyors - Planner
 1101 W. WARE
 INDIANAPOLIS, INDIANA 46202-5511
 158 S. Highland Street, Suite 100
 Indianapolis, IN 46202-5511

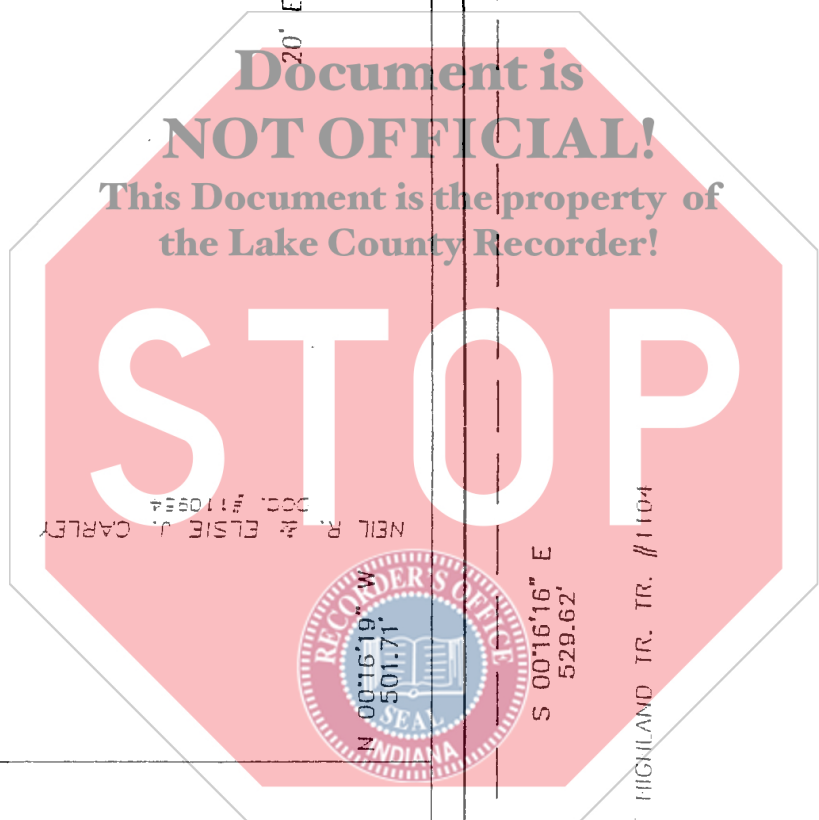
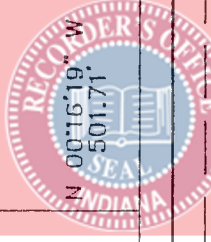


EXHIBIT B-1

← NORTH
 SCALE: 1" = 60'

REVISIONS	
Date	Description



NEIL R. & ELSIE J. CARLEY
 DOC. #110954

N 00°16'19" W
 501.71'
 S 00°16'16" E
 529.62'

BANK OF HIGHLAND TR. TR. #1104

BANK OF HIGHLAND TR. TR. #1104
 DOC. #906347

OF SECTION 32-36-8

S 89°02'57" E
 20.00'
 N 00°24'30" E
 20.00'
 S 89°02'57" E
 170.00'
 N 89°02'57" W
 170.00'

S 00°21'30" W
 20.00'

20' EASEMENT

20' EASEMENT

20' EASEMENT

20' EASEMENT

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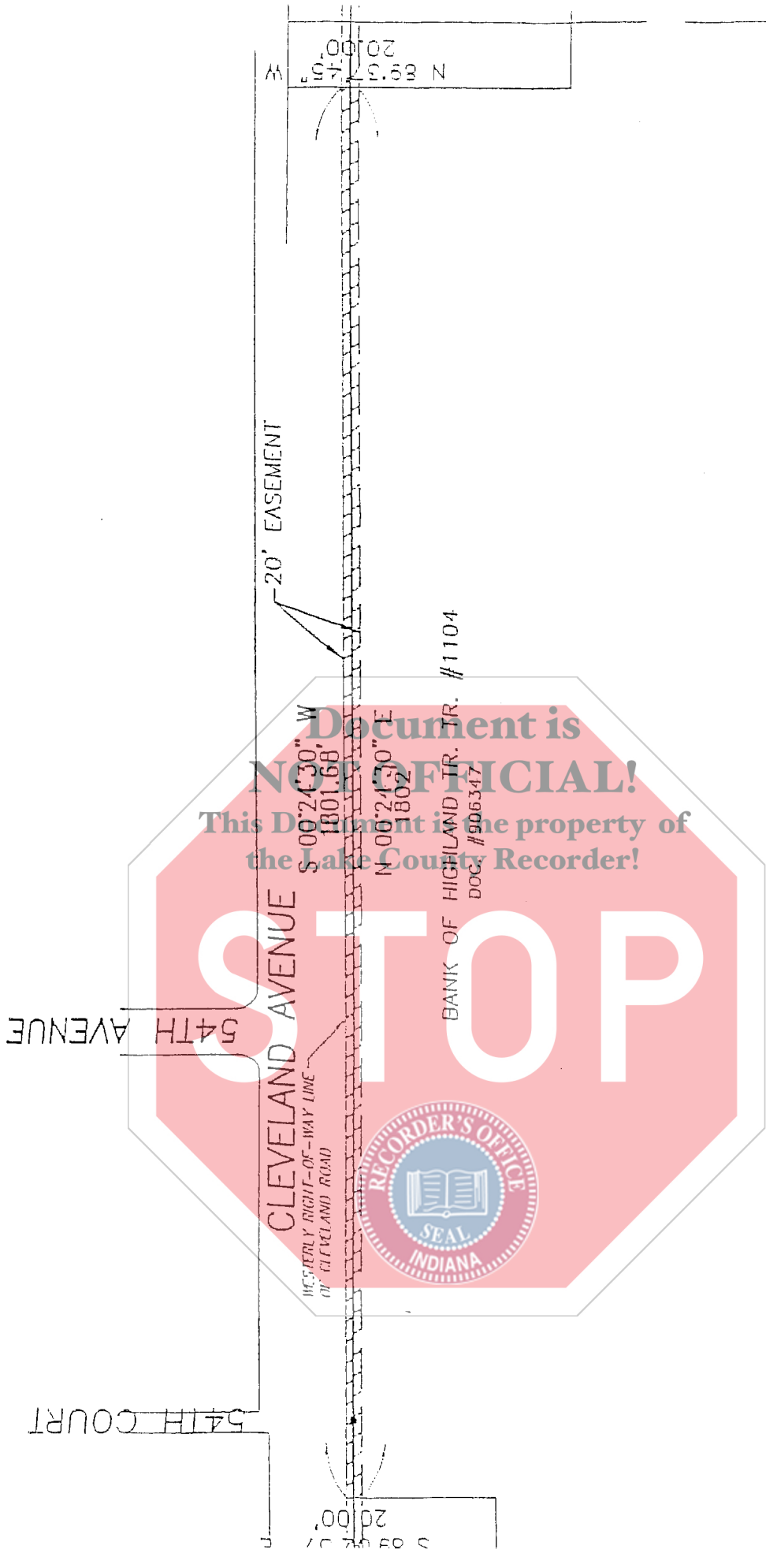


EXHIBIT B-2


 NORTH
 SCALE: 1"=200'

REVISIONS	
Date	Description



Bonar Group
 Engineers - Surveyors - Planner
INDIANAPOLIS INDIANAPOLIS SCOTTSDALE
158 S. Harpster Street, Suite 104