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UTILITY EASEMENT AND RIGHT-OF-WAY

This INDENTURE, made this 18th day of April, 2003, by and between Sand Ridge Bank, as Trustee of Trust No. 13-1104, 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 as shown on the sketch, Exhibit B, both 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 in 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 pipe line 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.

FILED

MAY 7 2003

STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

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hoff
10756

2003 046
STATE OF INDIANA
LAKE COUNTY
RECORDS
MAY 7 2003
P. 6:08

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.

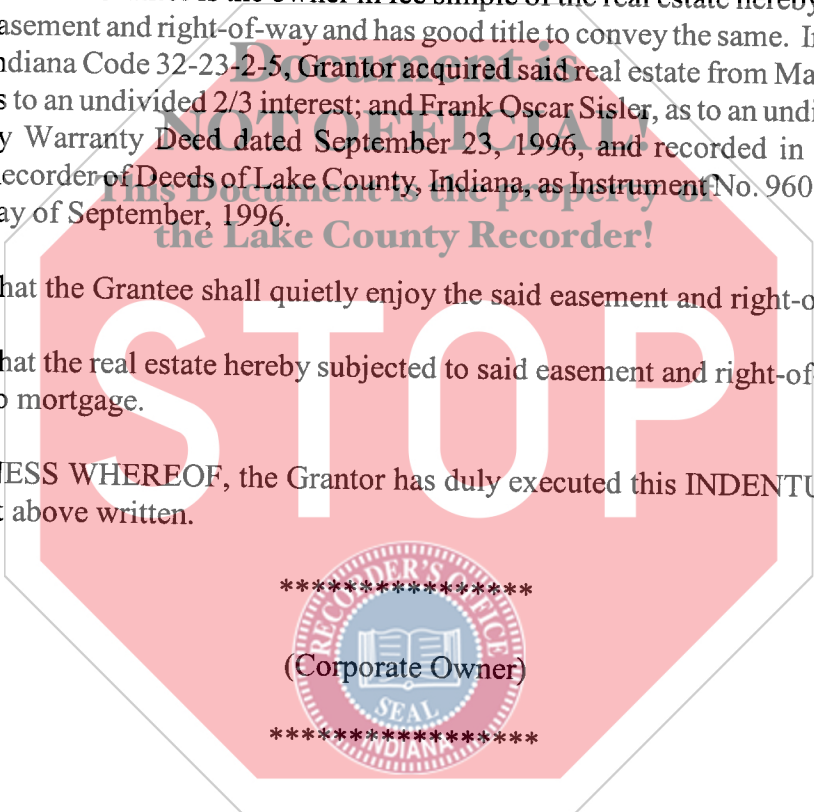
In the event Grantee permanently abandons its use of this easement and right-of-way, Grantee's rights granted herein shall cease and terminate, whereupon all such rights hereunder shall revert to Grantor or its successors or assigns.

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 Marion E. Frederick, as to an undivided 2/3 interest; and Frank Oscar Sisler, as to an undivided 1/3 interest by Warranty Deed dated September 23, 1996, and recorded in the Office of the Recorder of Deeds of Lake County, Indiana, as Instrument No. 96064583, on the 30th day of September, 1996.
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)



SAND RIDGE BANK, AS TRUSTEE OF TRUST
NO. 13-1104:

(Signature)

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

(Printed Name)

(Title)

STATE OF INDIANA)

) SS:

COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared Sand Ridge Bank, as Trustee of Trust No. 13-1104, 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

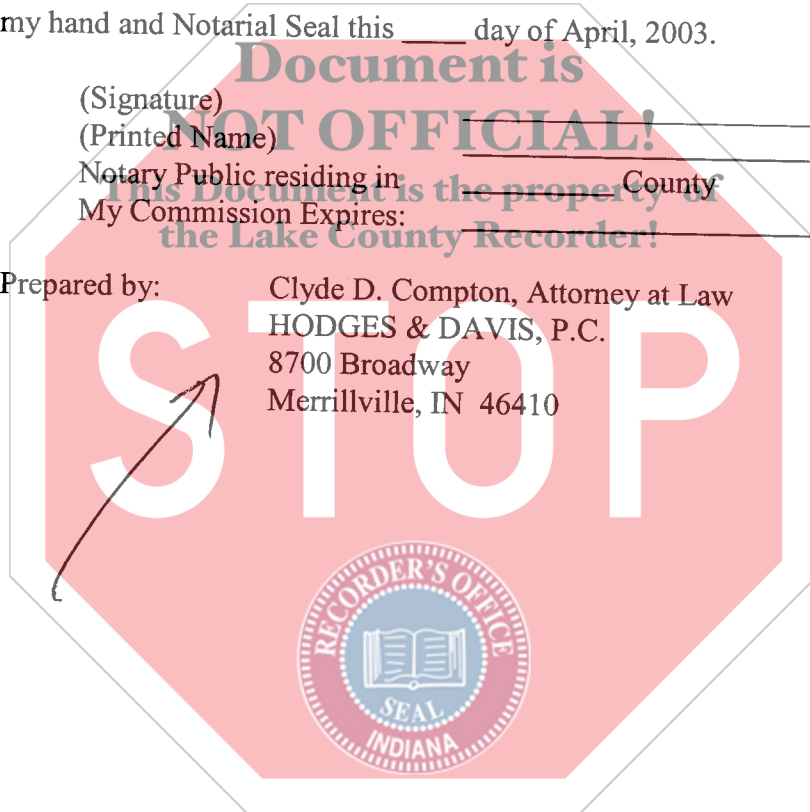


EXHIBIT A

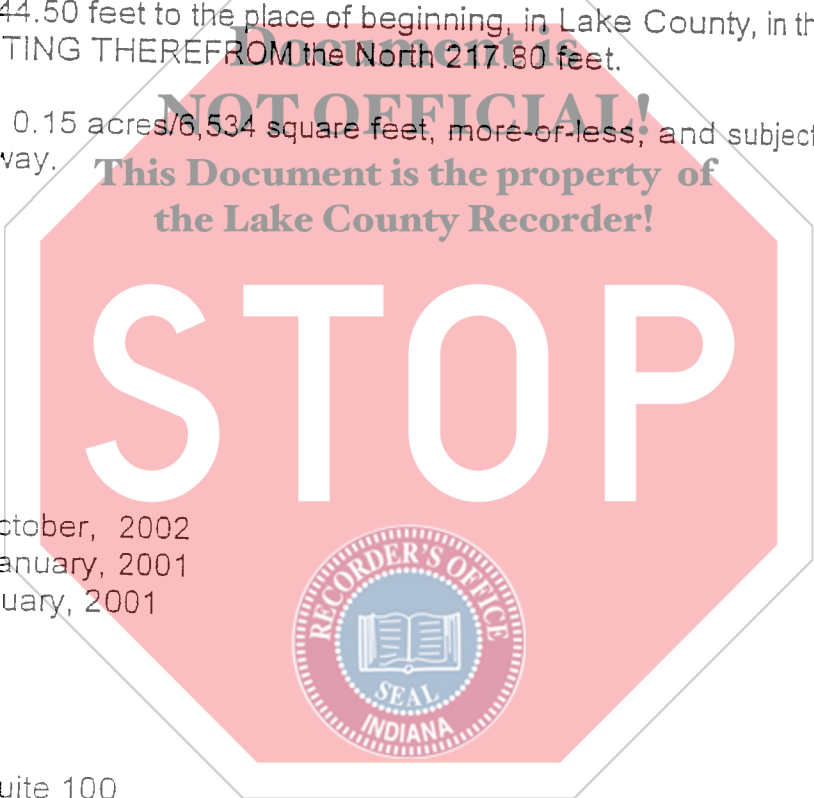
PERMANENT EASEMENT

A permanent easement in the West One-Half of 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 Sand Ridge Bank, as Trustee of Trust No. 13-1104 per a Warranty Deed dated 09/23/1996 and recorded 09/30/1996 as Document Number 96064583 in the Office of the Recorder of Lake County, Indiana; said easement described as follows:

The East 20.00 feet of the following described parcel:

Part of the West One-Half of the Northeast Quarter of Section 5, Township 35 North, Range 8 West of the Second Principal Meridian, described as follows: Commencing at an iron monument on the North line of the said Northeast Quarter 1061.05 feet Easterly of the Northwest corner thereof; thence continuing Easterly along the said North line, 200 feet to an iron monument in the Westerly right-of-way line of the Gary and Southern Traction Railway; thence Southerly along the said Westerly right-of-way line above mentioned a distance of 544.50 feet to an iron monument; thence Westerly parallel with the North line a distance of 200 feet to an iron monument; thence Northerly 544.50 feet to the place of beginning, in Lake County, in the State of Indiana, EXCEPTING THEREFROM the North 217.80 feet.

said easement containing 0.15 acres/6,534 square feet, more-or-less; and subject to all existing easements and rights-of-way.



Revised this 10th day of October, 2002
Revised this 26th day of January, 2001
Dated this 19th day of January, 2001

Prepared by:

Donar Group
58 S. Napoleon Street, Suite 100
Ellettsville, Indiana 46383-5582
317-462-1158

CLEVELAND AVENUE

10/22/2000

49410.11

SOUTHERLY 544.50'

WE S'BY RIGHT OF-WAY LINE
GARY & SOUTHERN INDIAN
RAILWAY

217.8'

197.8'

217.80'

20' EASEMENT

326.7'

326.7'

EASEMENT

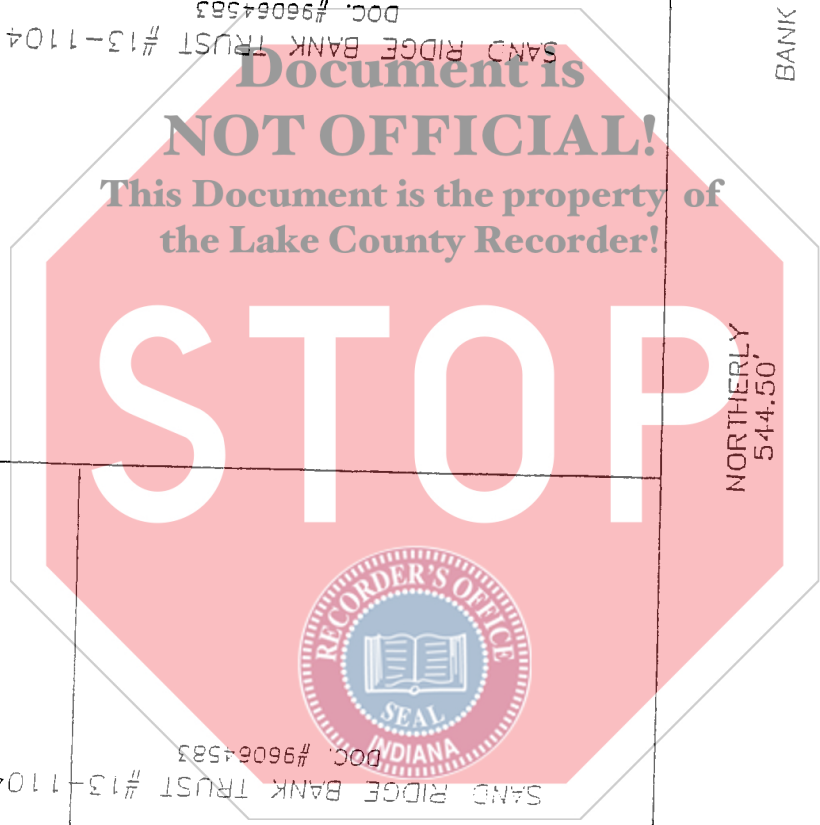
EASEMENT

SAND RIDGE BANK TRUST #13-1104
DOC. #96064583

SAND RIDGE BANK TRUST #13-1104
DOC. #96064583

WESTERLY 200'

BANK OF HIGHLAND TR. TR. #11104
DOC. #906317



NORTHERLY 544.50'

EXHIBIT B

REVISIONS	
Date	Description



 NORTH
 SCALE: 1"=50'
 08:31:00 AM, croil_d



Bonar Group
 Engineers - Surveyors - Planners
 FORI WAYNE INDIANAPOLIS VALPARAISO SCOTTSBURG
 158 S. Napoleon Street, Suite 100
 Valparaiso, IN 46383-5582
 219/462-1158 Fax 219/462-0329

08:31:00 AM, croil_d

