

UTILITY EASEMENT AND RIGHT-OF-WAY

This INDENTURE, made this Italian 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, Cary, 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 finings, 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 lines 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.

MAY 7 2003

STEPHEN R. STIGLICH LAKE COUNTY AUDITOR The Inte

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.

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

(Signature)	Trustee	e's Exoneration Rider Attached Hereto A	nd Made A Part Hereo
(Printed Name)			
(Title)			
STATE OF INDIAN) SS: EE)		
Riuge Balik, as	Trustee of Trust No. 13-	uly sworn upon his/her oath a	its
Witness my	(Signature) (Printed Name) Notary Public residing in My Commission Expires:	FICIAL!	
This Instrument Prep	pared by: Clyde D. Co.	empton, Attorney at Law E DAVIS, P.C.	
35770.1	SEA MOIA	SOLUTION TO THE PARTY OF THE PA	

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.

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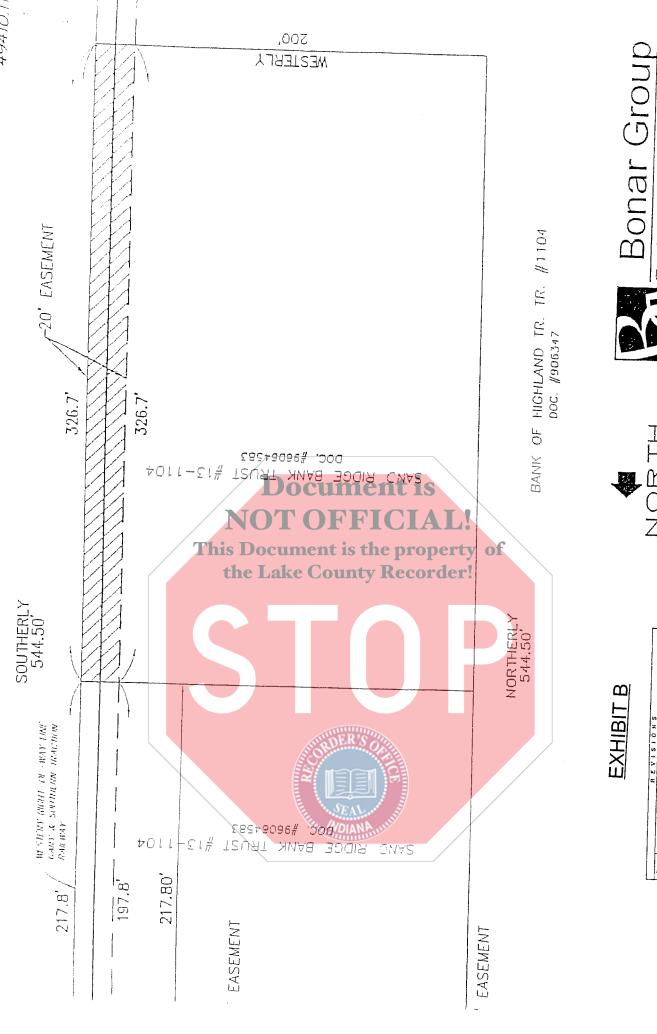
the Lake County Recorder!

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

'repared by:

3onar Group 58 S. Napoleon Street, Suite 100 alparaiso, Indiana 46383-5582 19-462-1158

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THIS UTILITY EASEMENT AND RIGHT-OF-WAY is executed by SAND RIDGE BANK, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that nothing in said document shall be construed as creating any personal liability on SAND RIDGE BANK to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied including but not limited to warranties, indemnifications and hold harmless representations in said document (all such liability, if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far a said Trustee is concerned, the owner of any indebtedness or right accruing under said document thereof, it being understood that said Trustee merely holds title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary(ies) of said Trust. In event of such conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

Nothing contained herein shall be construed as creating any liability on SAND RIDGE BANK, personally, under the provisions of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (The Act) as amended from time to time, or any Federal, state or Local rule or regulation. SAND RIDGE BANK, personally is not a "Transferor" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein, the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

DATED: April 18, 2003	/ The second sec
ATTEST:	Documpe TRUST #13-1104
•	Deborah A. Rollo,
By: Man Ale George J Wande Werken	the Lake County Recorder! , Executive Vice President
STATE OF INDIANA	
COUNTY OF LAKE)SS)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Deborah A. Rollo, Assistant Vice President & Trust and George J. Vande Werken, Executive Vice President of the SAND RIDGE BANK, Highland, Indiana, an Indiana State Banking Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President & Trust Officer and Executive Vice President did also then and there acknowledge that they, as custodians of the Corporate seal of said Indiana State Banking Association, did affix the said Corporate seal of said Indiana State Banking Association to the foregoing as his own free and voluntary act, and as the free and voluntary act of said Indiana State Banking Association, as Trustee for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 18th day of April 2003.

NOTARY PUBLIC

IEANNIE M BELLAR

NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. NOV. 2,2007