

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2002 105520

2002 NOV 18 PM 4: 28

MORRIS W. CARTER
RECORDER

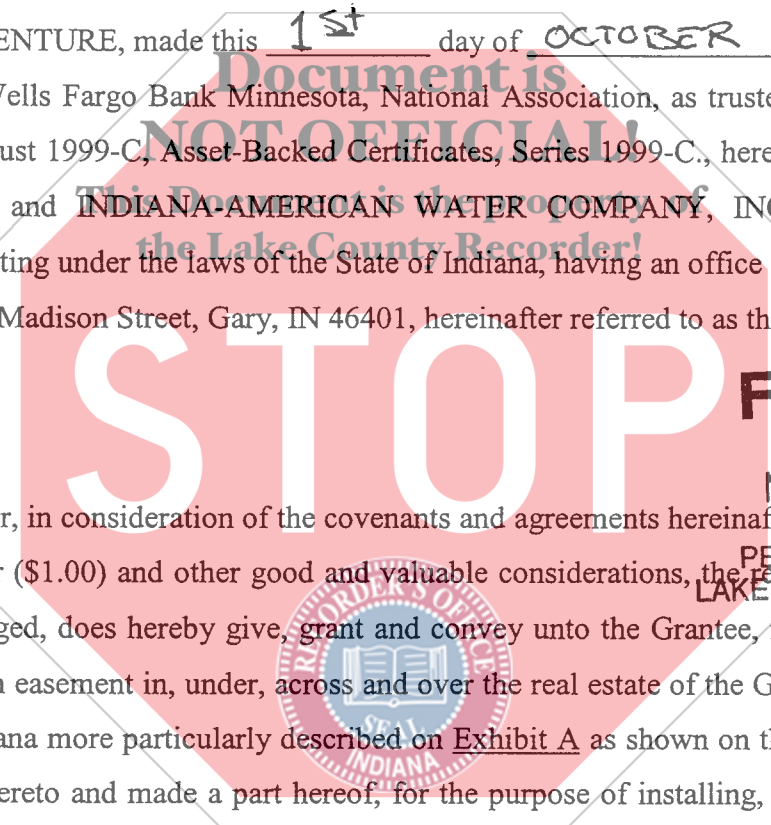
UTILITY EASEMENT

THIS INDENTURE, made this 1st day of OCTOBER, 2002,
by and between Wells Fargo Bank Minnesota, National Association, as trustee for Option One
Mortgage Loan Trust 1999-C, Asset-Backed Certificates, Series 1999-C., 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 considerations, the receipt of which
hereby acknowledged, does hereby give, grant and convey unto the Grantee, its successors and
assigns, forever, an easement 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.

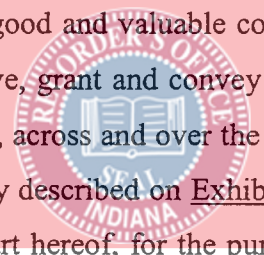
Together with the right of the Grantee, its successors and assigns, to (i) enter in and upon
the real estate described above with men and machinery, vehicles and material at any and all
times for the purpose of maintaining, repairing, renewing or adding to the aforesaid water pipe
lines and attached 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 herein granted.



FILED

NOV 18 2002

PETER BENJAMIN
LAKE COUNTY AUDITOR



Return to:
INDIANA-AMERICAN WATER CO.
650 Madison Street
Gary, IN 46401
Attn: Doug RHEIN

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A
GS

00137

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, 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 unto the same Grantee, its successors and assigns forever.

The Grantee agrees, by the acceptance of this easement that, upon any opening made in connection with any of the purposes of this easement, 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.

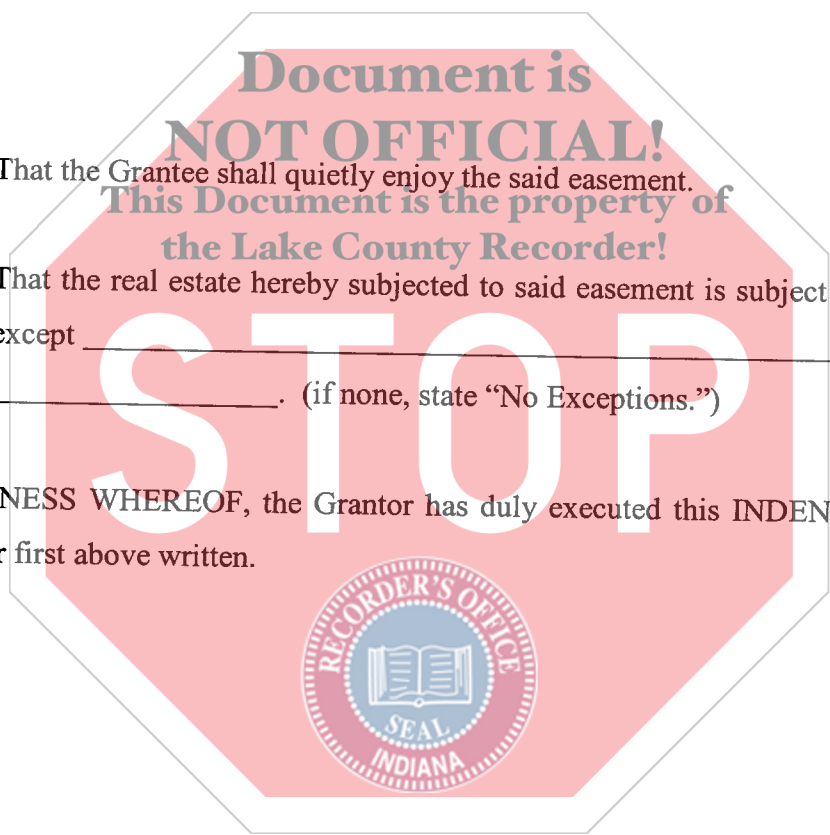
The Grantee shall indemnify and hold the Grantor harmless from and against any and all damages, injuries, losses, claims, demands or costs proximately caused by the negligent or reckless acts or omission of the Grantee in the construction, erection, installation, maintenance, operation, replacement,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

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 has good title to convey the same. In accordance with Indiana Code 32-5-2-2(a) Grantor acquired said real estate from

2. That the Grantee shall quietly enjoy the said easement.
3. That the real estate hereby subjected to said easement is subject to no mortgages except _____
_____. (if none, state "No Exceptions.")

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



(Corporate Owner)

(Signature)

(Printed Name)

Krista L. Baggiano

(Title)

Assistant Secretary

STATE OF California

)

) SS:

COUNTY OF Orange

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

Before me, a Notary Public in and for said County and State, personally appeared Krista L. Baggiano as Assistant Secretary of Option One Mortgage Corporation, on Behalf of Wells Fargo Bank Minnesota, National Association, as trustee for Option One Mortgage Loan Trust 1999-C, Asset-Backed Certificates, Series 1999-C, who having been duly sworn upon her oath acknowledged the execution of the foregoing easement for and on behalf of the said corporation.

Witness my hand and Notarial Seal this 1st day of October, 2002.

(Signature)

(Printed Name)

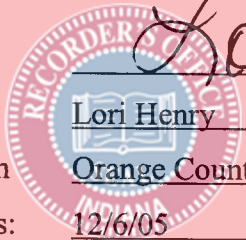
Lori Henry

Notary Public residing in

Orange County, California

My Commission Expires:

12/6/05



This instrument prepared by :
with offices at:

EXHIBIT A

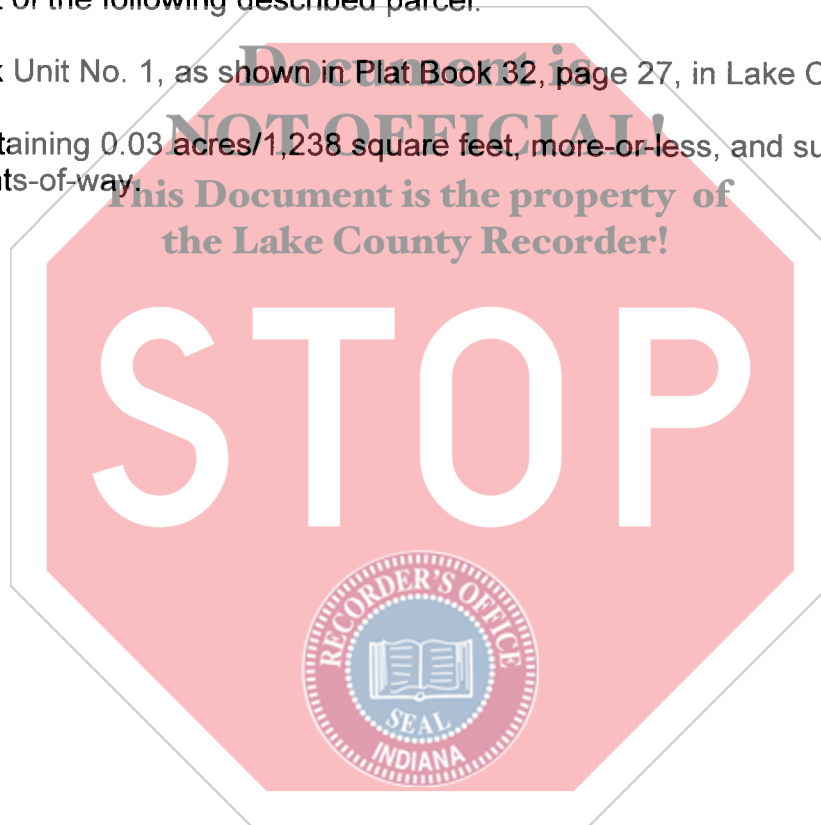
PERMANENT EASEMENT

A permanent easement being a part of lands described to Wells Fargo Bank Minnesota, National Association, as trustee for Option One Mortgage Loan Trust 1999-C, Asset Backed Certificates, Series 1999-C per a Sheriff's Deed dated 03/01/2002 and recorded 03/22/02 as Document Number 2002 028294 in the Office of the Recorder of Lake County, Indiana; said easement described as follows:

The East 15.00 feet of the following described parcel:

Lot 69, Woods Park Unit No. 1, as shown in Plat Book 32, page 27, in Lake County, Indiana.

Said easement containing 0.03 acres/1,238 square feet, more or less, and subject to all existing easements and rights-of-way.

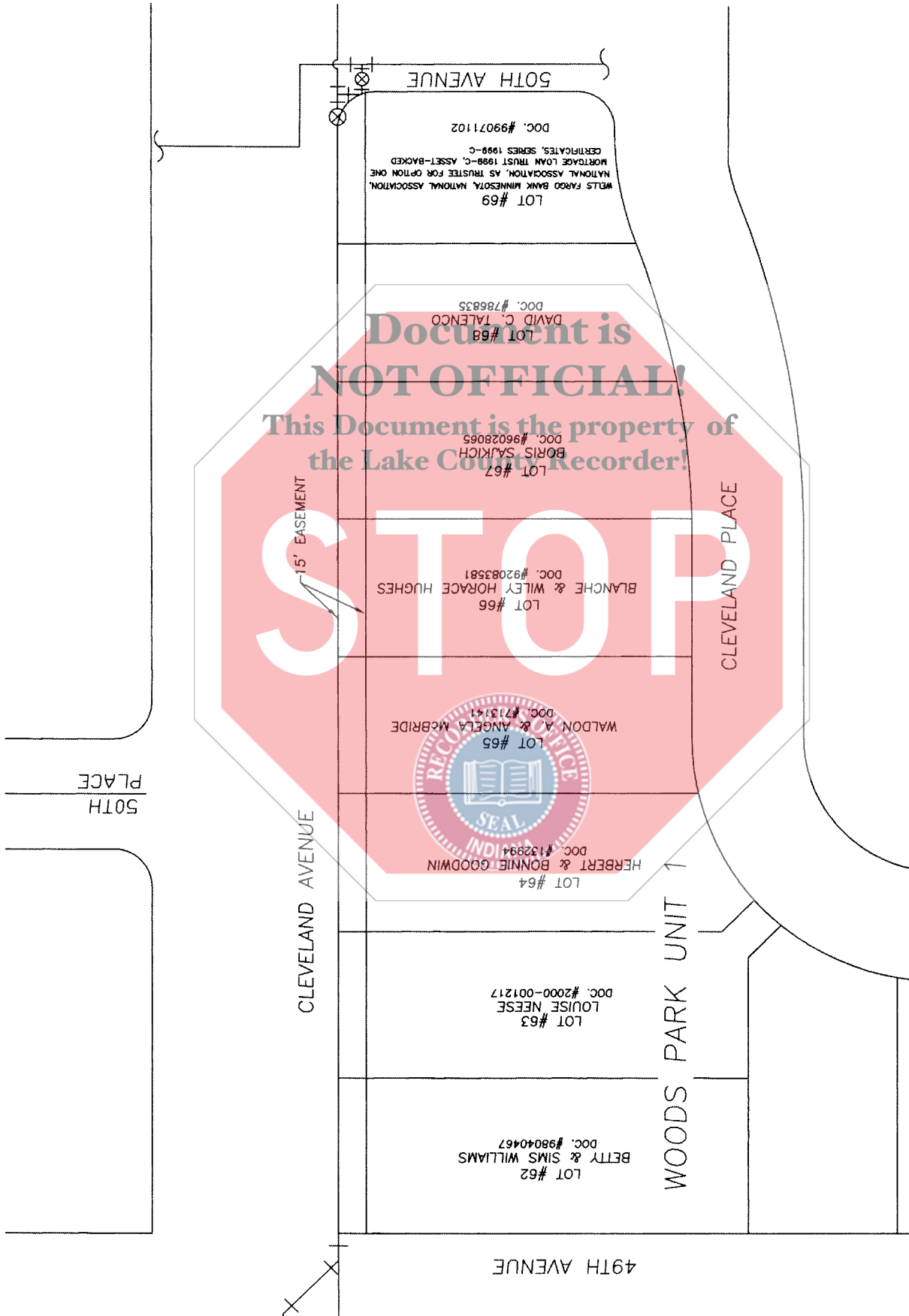


Dated this 30th day of September, 2002

Prepared by:

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

CLARK - DIETZ
 01/17/2001
 49410.11



BONAR GROUP
 ENGINEERS ARCHITECTS PLANNERS SURVEYORS
 FORT WAYNE · INDIANAPOLIS · VALPARAISO
 150 S. Niagara Street, Suite 100, Valparaiso, IN 46383-5582
 Phone 219/462-1138 Fax 219/462-0329

REVISIONS	
Date	Description

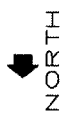


EXHIBIT B