

the activities authorized herein, and (iii) for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted, subject to the terms and conditions contained herein. Reserving however, to the GRANTOR, all such rights and privileges in the land as may be used without interfering with or abridging the rights and easements hereby acquired; subject however to existing permanent easement levee.

Excluded for this Easement are any and all rights of way for access, ingress or egress, whether by way of necessity, implication or otherwise, across, under or over adjoining properties of GRANTOR.

This Agreement shall be governed by and construed pursuant to the laws of the State of Indiana.

This Agreement maybe executed in one (1) or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one (1) and the same Agreement. Counterparts delivered by facsimile transmission shall be deems originals.

This Agreement and its privileges shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

If, at any time, the Easement(s) herein granted, or any part thereof, shall no longer be used or required by the GRANTEE, its successors or assigns, for the purpose for which the Easement(s) was granted, the same shall terminate, and GRANTEE, its successors or assigns shall execute such instrument as now provided as hereafter may be provided by law to clear title to the aforeside property.

This Easement is subject to the specific terms and conditions contained in the letter from the Army Corps of Engineers dated 27 January 2009, which is attached hereto and marked as Exhibit C and specifically, but not limited to the provisions contained therein, to wit:

"The Corps has reviewed the final plans submitted on December 10, 2008 and approves the requested modification to the levee system to construct the 30-in Water Main as shown on the enclosed drawings, provided that:

Upon termination or expiration of this permit (whether by voluntary relinquishment by the Indiana American Water Company, by revocation by the LCRBDC or otherwise) the Indiana American Water Company shall remove all structures, improvements, or appurtenances which may have been erected or constructed under this permit, and shall repair or replace any portion of the flood protection structure or right-of-way which may have been damaged by his operations (including grading and seeding, or sodding, if necessary), to the satisfaction of the LCRBDC. The structure or operation for which this permit is issued shall be maintained by the Indiana American Water Company in such manner as shall not injure or damage the flood protection structure, or interfere with its operation and maintenance in accordance with regulations of the Secretary of the Army.

The structure or operation covered by this permit may be damaged, removed or destroyed by the LCRBDC in time of flood emergency if such action is determined by the LCRBDC to be necessary in order to preserve life or property or prevent damage or impairment to the use or safety of the flood protection structure, and the LCRBDC shall not be liable to the Indiana American Water Company for such damage or destruction.

The construction, installation and maintenance of the structure or structures covered by this permit shall be subject to inspection by representatives of the LCRBDC and the United States at all reasonable times.

Indiana American Water Company agrees that it will not use the area or facilities covered by this permit, or permit such area to be used, for any purpose other than is specifically covered by this permit.

At the completion of this work, the As-Built drawings (paper copies and 2 electronic copies) are required to be submitted to the LCRBDC to properly maintain the levee project records."

GRANTEE shall, after any work upon the Easement, return same to the condition it was in prior to said work being performed.

GRANTEE hereby agrees to indemnify defend and hold harmless the GRANTOR and the U.S. Army Corps of Engineers from any lawsuit, damages and/or liability arising as a result of its activities upon the Easement hereby granted.

IN WITNESS WHEREOF, the parties hereto have caused this agreement this Easement to be signed this 14th day of April, 2009.

Indiana American Water Company, Inc.

State of Indiana,
Little Calumet River Basin
Development Commission

By: David Elmer

Print Name: David Elmer

Print Title: Project Delivery Manager

By: [Signature]

Title: Daniel E. Dernulc, Chairman

received
4-28-09

Attest Sharon Keeney (SEAL)

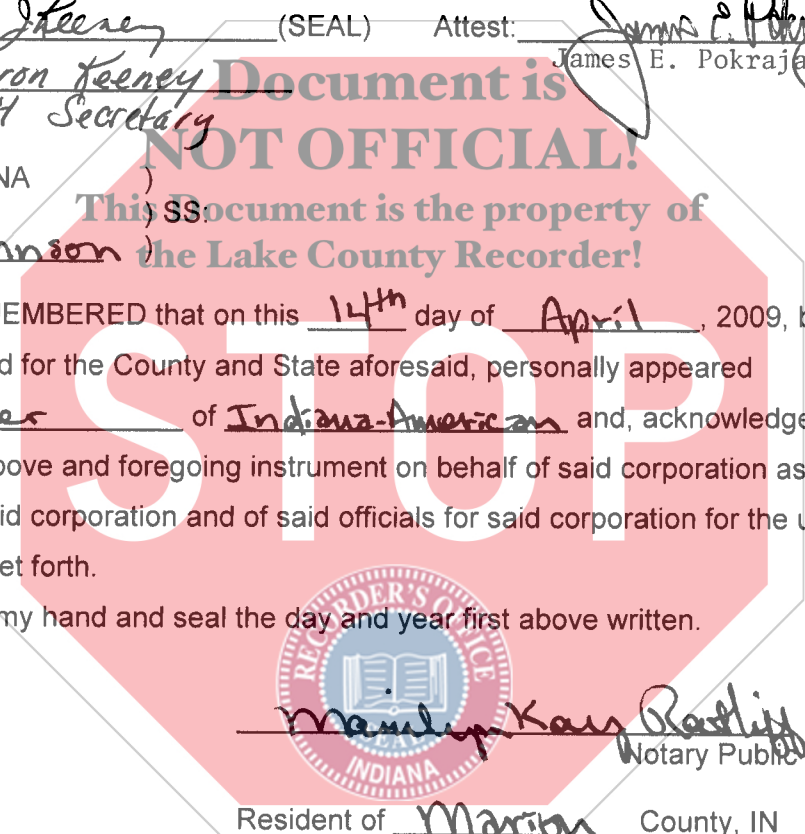
Attest: [Signature]

Print Name: Sharon Keeney
ASSY Secretary

James E. Pokrajac

STATE OF INDIANA

COUNTY OF Johnson



BE IT REMEMBERED that on this 14th day of April, 2009, before me a notary public in and for the County and State aforesaid, personally appeared David Elmer of Indiana-American and, acknowledged the execution of the above and foregoing instrument on behalf of said corporation as the voluntary act and deed of said corporation and of said officials for said corporation for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year first above written.

Marilyn Kay Redliff
Notary Public

Resident of Marion County, IN

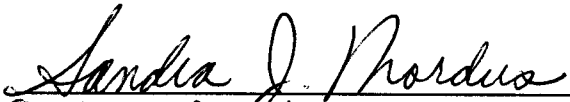
My Commission Expires:

December 15, 2009

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

BE IT REMEMBERED that on this 24th day of April, 2009, before me a notary public in and for the County and State aforesaid, personally appeared Daniel E. Dernulc of LCRBDC and, acknowledged the execution of the above and foregoing instrument on behalf of said corporation as the voluntary act and deed of said corporation and of said officials for said corporation for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year first above written.


Sandra J. Mordus Notary Public
Resident of Lake County, IN

My Commission Expires:

April 14, 2016



Document is NOT OFFICIAL
"I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW."
PREPARED BY: CARL ANDERSON

STOP



EXHIBIT "A"

**LEGAL DESCRIPTION
PERMANENT WATER LINE EASEMENT**

The State of Indiana Little Calumet River Basin Development Commission
Instrument No. 91051795

Permanent Water Line Easement

A part of the North Half of the Southwest Quarter of Section 20, Township 36 North, Range 8 West, Lake County, Indiana, described as follows:

Commencing at the southwest corner of said Southwest Quarter; thence North 00 degrees 19 minutes 05 seconds West (bearing assumed) 1323.86 feet along the west line of said Southwest Quarter to the southwest corner of the North Half of said Southwest Quarter; thence South 88 degrees 59 minutes 25 seconds East 294.08 feet along the south line of said Half-Quarter Section to the southeast corner of the tract of land conveyed by a Corporate Deed recorded as Instrument No. 91051795 in the Office of the Recorder of Lake County, Indiana; thence North 00 degrees 19 minutes 05 seconds West 60.02 feet along the east line of said tract of land to the north right of way line of 35th Avenue and the Point of Beginning; thence North 88 degrees 59 minutes 25 seconds West 159.04 feet along said right of way line; thence North 00 degrees 19 minutes 05 seconds West 97.03 feet to a point 157.00 feet north by perpendicular measure from the south line of said Half-Quarter Section; thence North 88 degrees 59 minutes 25 seconds West 60.02 feet parallel with said south line to the east right of way line of Chase Street; thence North 00 degrees 19 minutes 05 seconds West 20.01 feet along said east right of way line; thence South 88 degrees 59 minutes 25 seconds East 64.33 feet parallel with said south line; thence South 44 degrees 39 minutes 15 seconds East 22.45 feet; thence South 00 degrees 19 minutes 05 seconds East 76.33 feet to a point 85.00 feet north by perpendicular measure from the south line of said Half-Quarter Section; thence South 88 degrees 59 minutes 25 seconds East 139.04 feet parallel with said south line to the east line of the tract of land conveyed by said Corporate Deed; thence South 00 degrees 19 minutes 05 seconds East 25.01 feet along said east line to the point of beginning of said permanent easement and containing 0.16 acres, more or less.

Subject to all legal easements, rights of way, and restrictions of record.



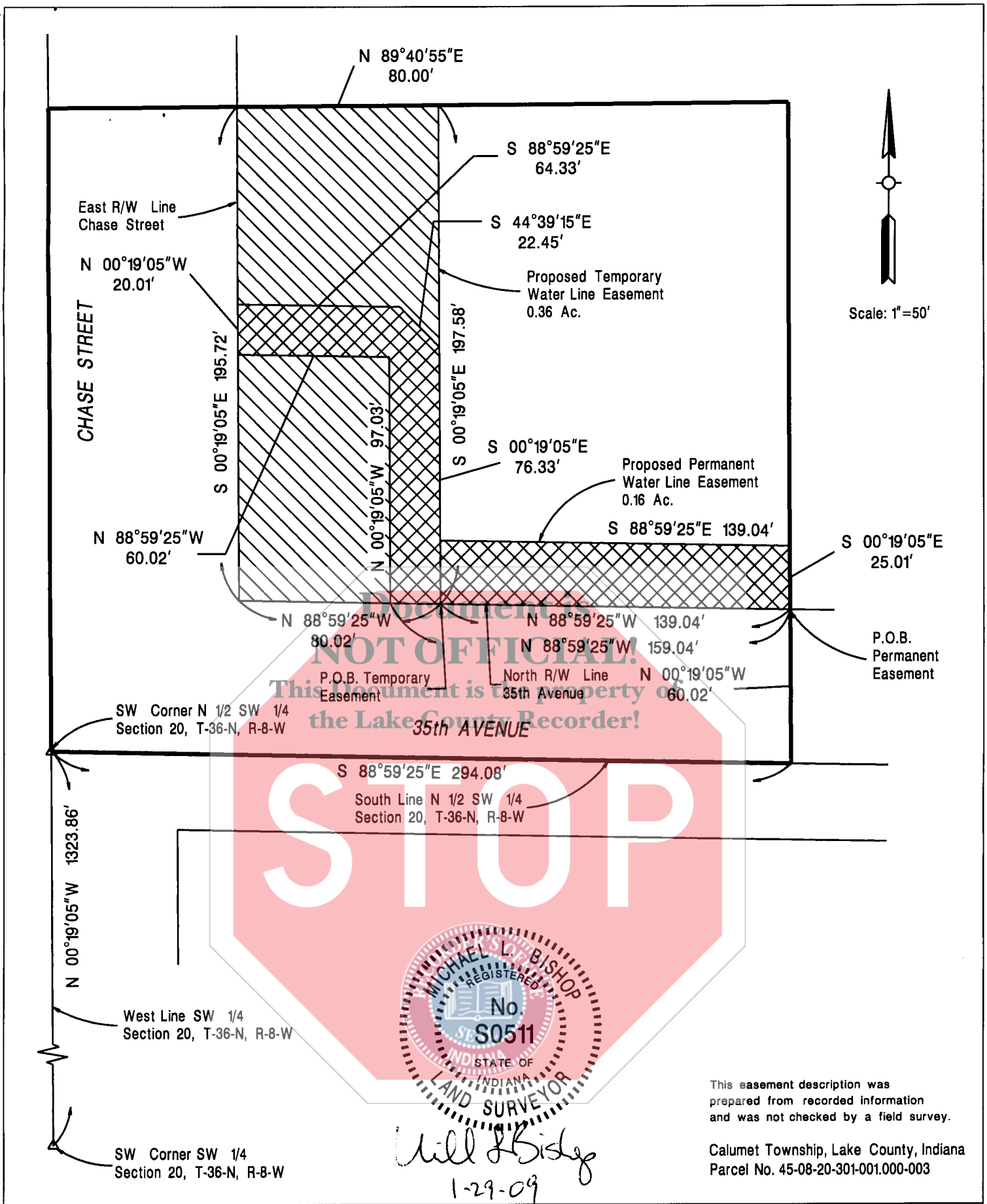
Temporary Water Line Easement

A part of the North Half of the Southwest Quarter of Section 20, Township 36 North, Range 8 West, Lake County, Indiana, described as follows:

Commencing at the southwest corner of said Southwest Quarter; thence North 00 degrees 19 minutes 05 seconds West (bearing assumed) 1323.86 feet along the west line of said Southwest Quarter to the southwest corner of the North Half of said Southwest Quarter; thence South 88 degrees 59 minutes 25 seconds East 294.08 feet along the south line of said Half-Quarter Section to the southeast corner of the tract of land conveyed by a Corporate Deed recorded as Instrument No. 91051795 in the Office of the Recorder of Lake County, Indiana; thence North 00 degrees 19 minutes 05 seconds West 60.02 feet along the east line of said tract of land to the north right of way line of 35th Avenue; thence North 88 degrees 59 minutes 25 seconds West 139.04 feet along said right of way line to the Point of Beginning; thence continuing North 88 degrees 59 minutes 25 seconds West 80.02 feet along said north right of way line to the east right of way line of Chase Street; thence North 00 degrees 19 minutes 05 seconds West 195.72 feet along said east right of way line to the north line of said tract of land; thence North 89 degrees 40 minutes 55 seconds East 80.00 feet along said north line; thence South 00 degrees 19 minutes 05 seconds East 197.58 feet parallel with said east right of way line to the point of beginning of said temporary easement and containing 0.36 acres, more or less.

Subject to all legal easements, rights of way, and restrictions of record.





STOP

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

This easement description was prepared from recorded information and was not checked by a field survey.

Calumet Township, Lake County, Indiana
Parcel No. 45-08-20-301-001.000-003

<p>MAP SHOWING PERMANENT WATERLINE EASEMENT ACROSS THE PROPERTY OF State of Indiana Little Calumet River Basin Development Commission Instrument No. 91051795</p> <p>GRANTED TO: INDIANA AMERICAN WATER COMPANY</p> <p>GRW PROJECT NO. 3534-03</p>		<p>GRW Engineers, Inc. Engineers, Architects, Planners INDIANAPOLIS, INDIANA LOUISVILLE & LEXINGTON, KENTUCKY CINCINNATI, OHIO NASHVILLE, TENNESSEE ARLINGTON, TEXAS</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: 0.8em;">DRAWN:</td> <td style="font-size: 0.8em;">DATE: JANUARY 29, 2009</td> </tr> <tr> <td style="font-size: 0.8em;">FILE NAME:</td> <td style="font-size: 0.8em;">SCALE: 1"=50'</td> </tr> <tr> <td style="font-size: 0.8em;">CHECKED: MLB</td> <td style="font-size: 0.8em;">EXHIBIT: B</td> </tr> <tr> <td style="font-size: 0.8em;">APPROVED: MLB</td> <td></td> </tr> </table>	DRAWN:	DATE: JANUARY 29, 2009	FILE NAME:	SCALE: 1"=50'	CHECKED: MLB	EXHIBIT: B	APPROVED: MLB	
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