

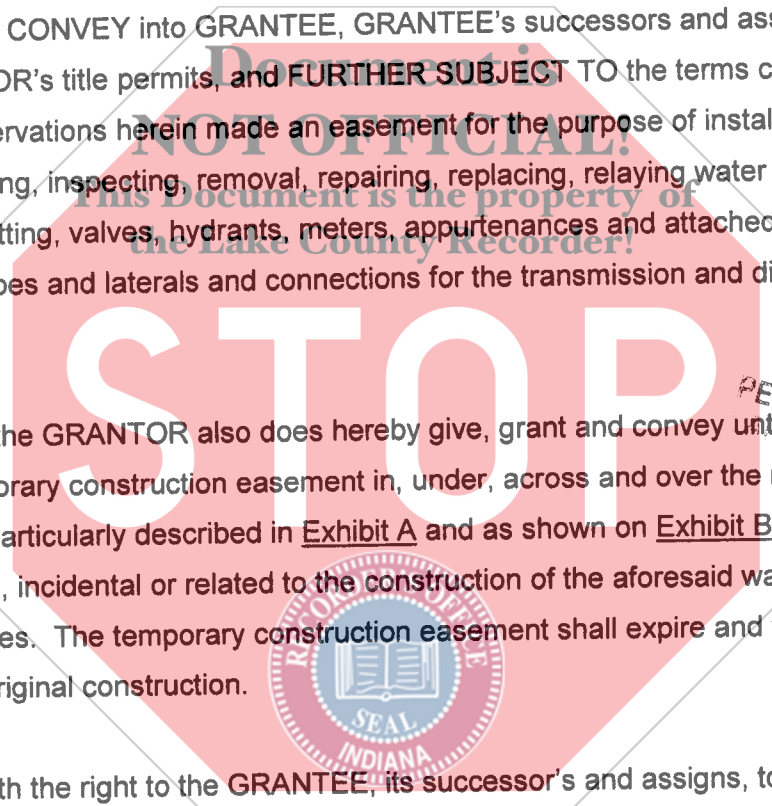
UTILITY EASEMENT

THIS INDENTURE, made this 14th day of April, 2009, by and between State of Indiana Little Calumet River Basin Development Commission hereinafter referred to as "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 555 East County Line Road, Suite 201, Greenwood, IN 46143, hereinafter referred to as the "Grantee."

2009 033471

(Whenever used herein, the terms "GRANTOR" and "GRANTEE" may be construed singular or plural as the context may require or admit.)

THAT, for and in consideration of payment of the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00), which is the full monetary consideration for this conveyance, and other valuable consideration, the receipt whereof is hereby acknowledged, GRANTOR does hereby GRANT and CONVEY into GRANTEE, GRANTEE's successors and assigns and fully to extent that GRANTOR's title permits, and FURTHER SUBJECT TO the terms conditions, exceptions and reservations herein made an easement for the purpose of installing laying operating, maintaining, inspecting, removal, repairing, replacing, relaying water pipe(s), together with all necessary fitting, valves, hydrants, meters, appurtenances and attached facilities including service pipes and laterals and connections for the transmission and distribution water.



In addition, the GRANTOR also does hereby give, grant and convey unto the GRANTEE, a temporary construction easement in, under, across and over the real estate of the GRANTOR, more particularly described in Exhibit A and as shown on Exhibit B, for any and all activities necessary, incidental or related to the construction of the aforesaid water pipe lines and attached facilities. The temporary construction easement shall expire and terminate upon completion of the original construction.

Together with the right to the GRANTEE, its successor's and assigns, to (i) enter in and upon the real estate described above with men and machinery, vehicles and material 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

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MAY 19 2009
PEGGY HOLINGA KATONA
COUNTY AUDITOR

#26
CS
CA

Grantee's Address:

Little Calumet River Basin
Development Commission
6100 Southport Road
Portage IN 46368

007279

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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 may 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 actions 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 then 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. Dermulc, Chairman

Attest Sharon Keeney (SEAL)

Print Name: Sharon Keeney
Ass't Secretary

Attest: James E. Pokrajac

James E. Pokrajac

STATE OF INDIANA

COUNTY OF Johnson

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

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 Baxley
Notary Public
Resident of Marion County, IN

My Commission Expires:

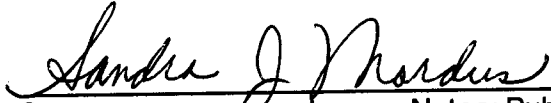
December 15, 2009

received
4-28-09

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

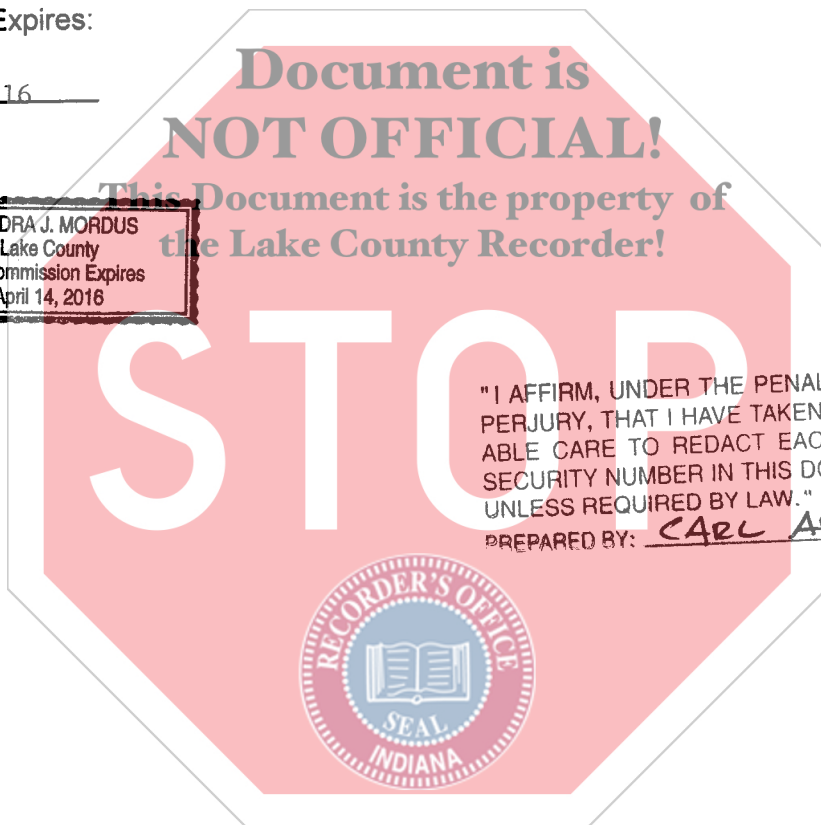
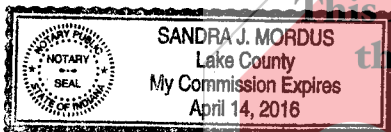
BE IT REMEMBERED that on this 24th day of April, 2009, before me a notary public in and for the County and State aforesaid, personally appeared Daniel E. Dernulc of LCRBDC and, acknowledged the execution of the above and foregoing instrument on behalf of said corporation as the voluntary act and deed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



"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

EXHIBIT "A"

**LEGAL DESCRIPTION
PERMANENT WATER LINE EASEMENT**

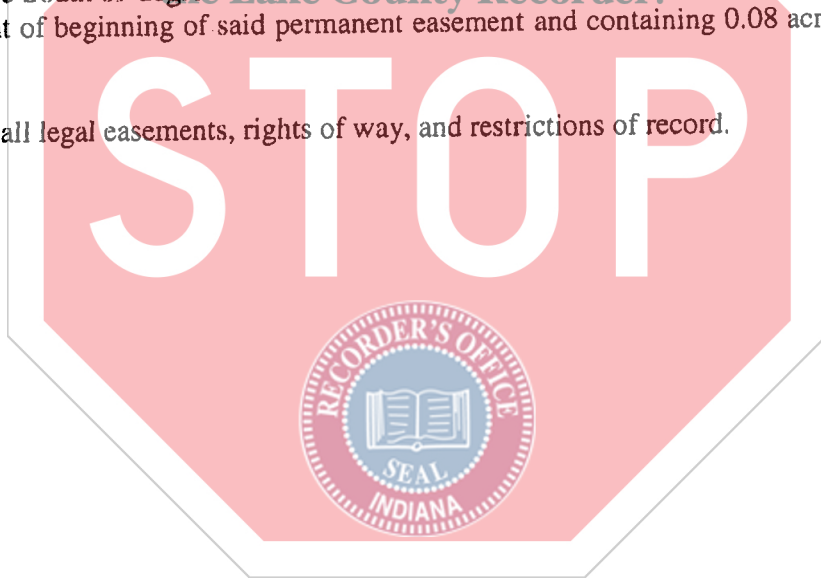
The State of Indiana Little Calumet River Basin Development Commission
Instrument No. 92057468

Permanent Water Line Easement

A part of Lot 1 in Block 40 of Tolleston Club First Addition, the plat of which is recorded in Plat Book 26, page 72 in the Office of the Recorder of Lake County, Indiana, described as follows:

Beginning at the northeast corner of said Lot 1; thence South 00 degrees 19 minutes 05 seconds East (bearing assumed) 12.00 feet along the east line of said Lot; thence North 89 degrees 35 minutes 20 seconds West 36.22 feet parallel with the north line of said Lot; thence South 47 degrees 41 minutes 56 seconds West 45.45 feet; thence South 00 degrees 19 minutes 05 seconds East 5.34 feet; thence South 46 degrees 49 minutes 39 seconds East 45.40 feet; thence South 89 degrees 35 minutes 20 seconds East 37.06 feet to the east line of said Lot; thence South 00 degrees 19 minutes 05 seconds East 20.00 feet along said east line; thence North 89 degrees 35 minutes 20 seconds West 45.16 feet parallel with the north line of said Lot; thence North 46 degrees 49 minutes 39 seconds West 61.82 feet; thence North 00 degrees 19 minutes 05 seconds West 22.85 feet; thence North 47 degrees 41 minutes 56 seconds East 50.39 feet to the north line of said Lot; thence South 89 degrees 35 minutes 20 seconds East 52.55 feet along said north line to the point of beginning of said permanent easement and containing 0.08 acres, more or less.

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



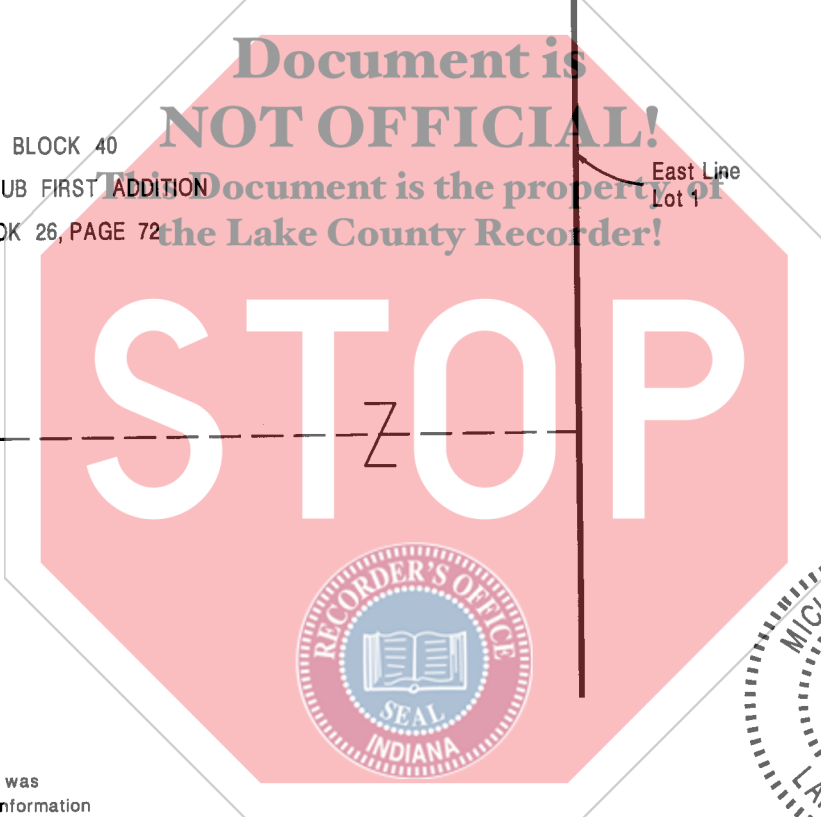
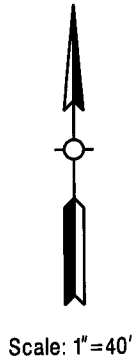
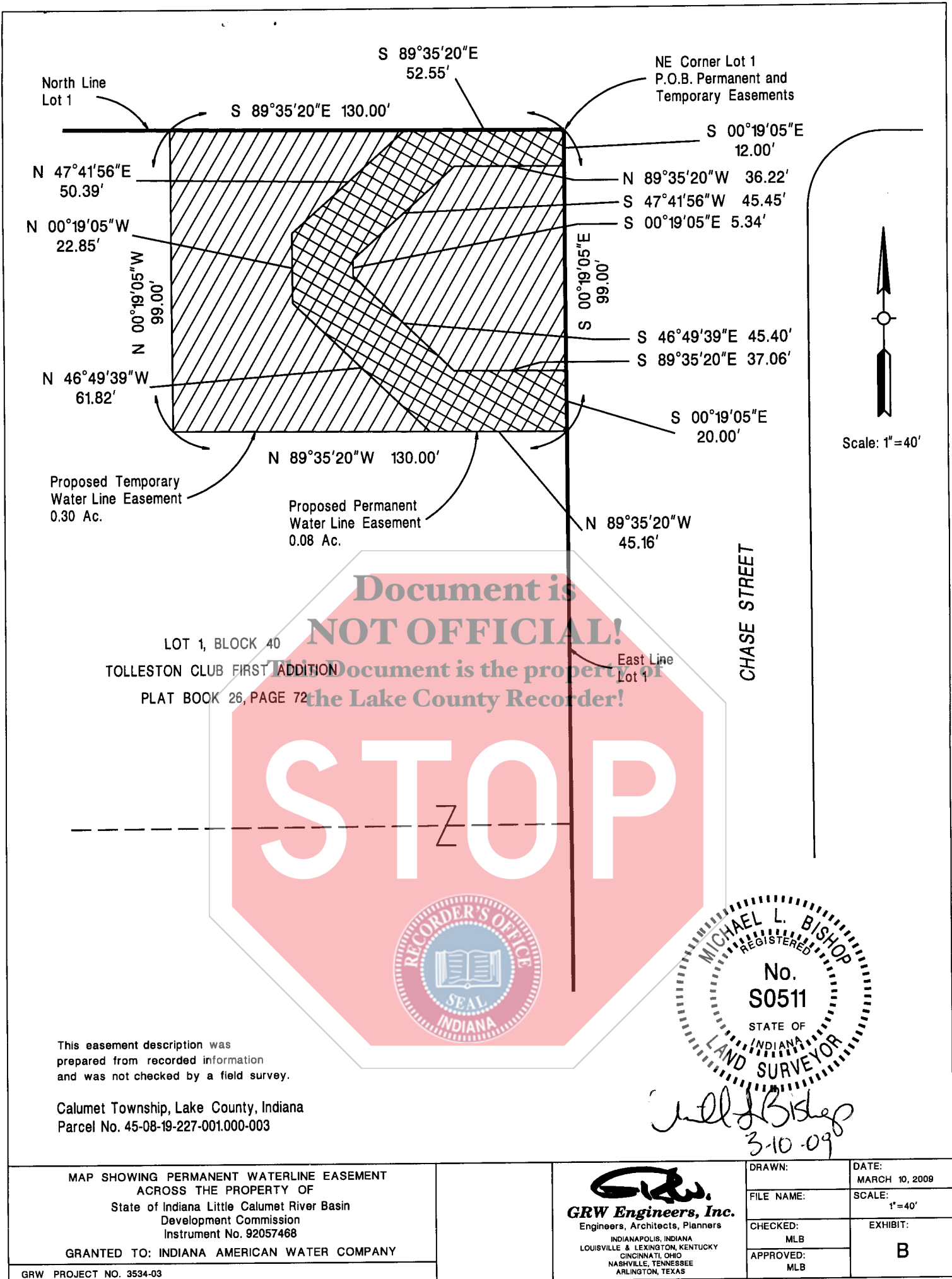
Temporary Water Line Easement

A part of Lot 1 in Block 40 of Tolleston Club First Addition, the plat of which is recorded in Plat Book 26, page 72 in the Office of the Recorder of Lake County, Indiana, described as follows:

Beginning at the northeast corner of said Lot 1; thence South 00 degrees 19 minutes 05 seconds East (bearing assumed) 99.00 feet along the east line of said Lot; thence North 89 degrees 35 minutes 20 seconds West 130.00 feet parallel with the north line of said Lot; thence North 00 degrees 19 minutes 05 seconds West 99.00 feet parallel with the east line of said Lot to the north line of said Lot; thence South 89 degrees 35 minutes 20 seconds East 130.00 feet along said north line to the point of beginning of said temporary easement and containing 0.30 acres, more or less.

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





LOT 1, BLOCK 40
 TOLLESTON CLUB FIRST ADDITION
 PLAT BOOK 26, PAGE 72

CHASE STREET

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

Calumet Township, Lake County, Indiana
 Parcel No. 45-08-19-227-001.000-003



Michael L. Bishop
 3-10-09

MAP SHOWING PERMANENT WATERLINE EASEMENT ACROSS THE PROPERTY OF State of Indiana Little Calumet River Basin Development Commission Instrument No. 92057468 GRANTED TO: INDIANA AMERICAN WATER COMPANY GRW PROJECT NO. 3534-03	GRW Engineers, Inc. Engineers, Architects, Planners INDIANAPOLIS, INDIANA LOUISVILLE & LEXINGTON, KENTUCKY CINCINNATI, OHIO NASHVILLE, TENNESSEE ARLINGTON, TEXAS	DRAWN:	DATE: MARCH 10, 2009
		FILE NAME:	SCALE: 1"=40'
		CHECKED: MLB	EXHIBIT: B
		APPROVED: MLB	