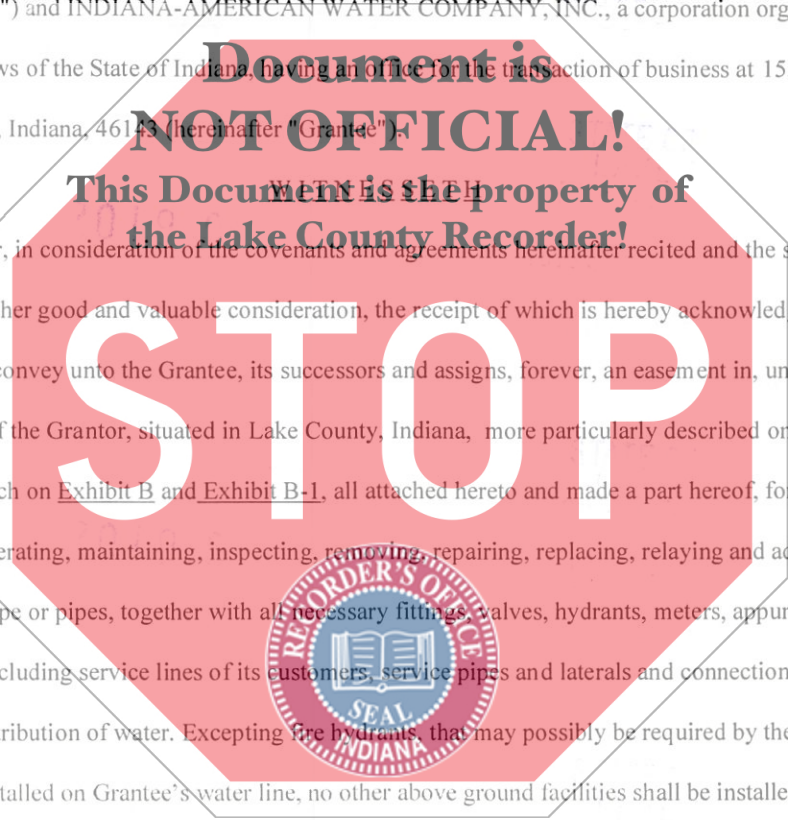


2019 037261

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2019 JUN 20 PM 1:54
MICHAEL B. BROWN
RECORDER

UTILITY EASEMENT

THIS INDENTURE, made this 10th day of June, 2019, by and between MACY'S RETAIL HOLDINGS, INC., a New York corporation, successor in interest to ADCOR REALTY CORPORATION (hereinafter "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 153 North Emerson Avenue, Greenwood, Indiana, 46143 (hereinafter "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 sell, 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 and as shown on the sketch on Exhibit B and Exhibit B-1, all 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 or pipes, together with all necessary fittings, valves, hydrants, meters, appurtenances and attached facilities, including service lines of its customers, service pipes and laterals and connections for the transmission and distribution of water. Excepting fire hydrants, that may possibly be required by the Fire Department to be installed on Grantee's water line, no other above ground facilities shall be installed or maintained by Grantee in the easement.

Together with the right to the Grantee, its successors and assigns, to use reasonable additional space adjacent to the above described easement as may be required during the periods of construction and maintenance 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 installing, 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 for the enjoyment of the easement herein granted.

FILED
JUN 20 2019
JOHN E. PETALAS
LAKE COUNTY AUDITOR

25575

Rev. 01/03/2018

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CASH
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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 to the extent any of the foregoing would interfere with the maintenance, use, and operation of the underground facilities, 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.

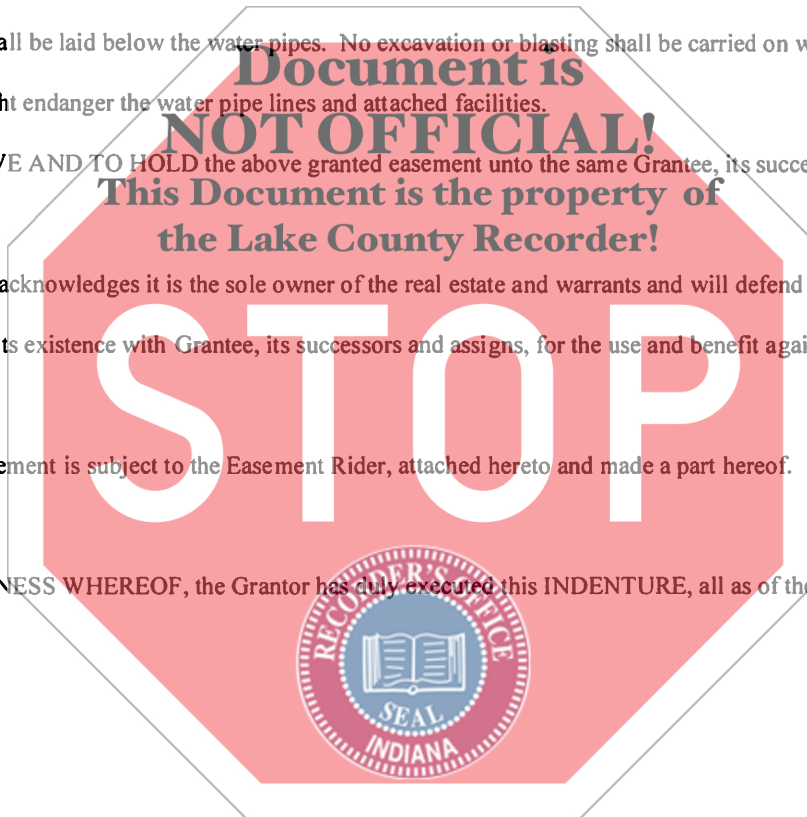
All sewer pipe shall be laid below the water pipes. No excavation or blasting shall be carried on which in any way endangers or might endanger the water pipe lines and attached facilities.

TO HAVE AND TO HOLD the above granted easement unto the same Grantee, its successors and assigns forever.

Grantor acknowledges it is the sole owner of the real estate and warrants and will defend title to said easement during its existence with Grantee, its successors and assigns, for the use and benefit against all parties whomsoever.

This easement is subject to the Easement Rider, attached hereto and made a part hereof.

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



MACY'S RETAIL HOLDINGS, INC.

Charles DiGiovanna

(Signature)

Charles DiGiovanna
Vice President

(Printed Name and Title)

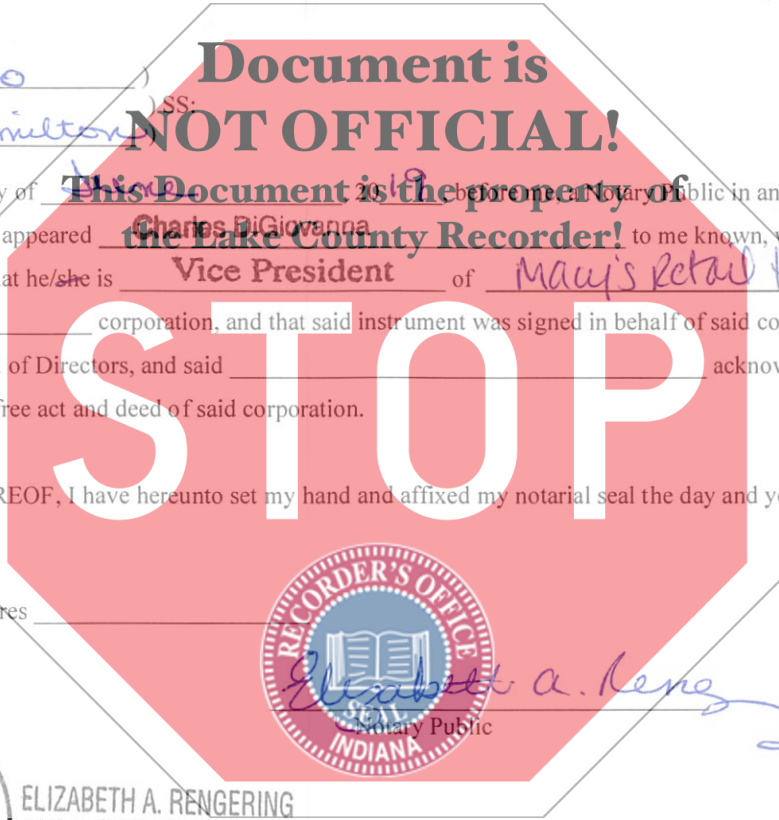
STATE OF Ohio

COUNTY OF Hamilton

On this 4 day of August, 2018, before me, a Notary Public in and for said County and State, personally appeared Charles DiGiovanna to me known, who, being by me duly sworn did say that he/she is Vice President of Macy's Retail Holdings Inc a New York corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires _____



Elizabeth A. Renger
Notary Public



ELIZABETH A. RENERG
Notary Public, State of Ohio
My Commission Expires
February 11, 2021

This Document was prepared by the Legal Department of Indiana-American Water Company, Inc., 153 North Emerson Avenue, Greenwood, Indiana 46143. David L. Pippen, Vice President Legal and Corporate Secretary for Indiana-American Water Company, Inc. hereby acknowledges that reasonable care has been taken to redact any Social Security Numbers from this document. When recorded please return to AMRIT SINGH at Indiana-American Water Company, Inc., 153 North Emerson Avenue, Greenwood, Indiana 46143.

**Easement Rider
Additional Easement Provisions**

Notwithstanding anything to the contrary contained in the Utility Easement by and between Grantor and Grantee to which this Rider is attached, the following provisions are hereby added to the Utility Easement and incorporated therein. In case of any inconsistency or discrepancy between this Rider and the Utility Easement, the specific terms and provisions of this Rider shall control.

Grantee shall restore landscaping and surfaces and portions of the adjacent property affected by Grantee's work to the condition similar to that which existed immediately prior to such work. All restoration which is the responsibility of Grantee shall be performed as soon as reasonably possible after the completion of Grantee's work but in any event, weather permitting, within thirty (30) days after completion of Grantee's work, and shall be coordinated with Grantor so as to cause the minimum amount of disruption to Grantor's use of its adjacent property.

Grantee shall not materially interfere with the use by and operation and activities of Grantor on its Property, and Grantee shall use such routes and follow such procedures as reasonably requested by Grantor so as to result in the least damage and inconvenience to Grantor. Excepting emergencies, including water main breaks, Grantee shall, in the exercise of any right granted hereunder, insure that ingress to and egress from the Easement Area and the adjoining land of the Grantor and any adjoining street or right-of-way will not be unreasonably obstructed, interfered with, or closed, and that vehicular and pedestrian traffic, including, but not limited to, over said driveways, shall not be unreasonably impeded by Grantee, its employees or persons acting under its control.

Before commencement of the initial installation of the underground facilities described in the Utility Easement, Grantor shall have received Grantee's written scope of work and schedule (and phasing plan, as appropriate). Upon completion of construction of the underground facilities, Grantee shall provide Grantor with an as-built drawing (labeled as such) which identifies the location of the underground facilities as the same have been constructed.

Grantee agrees that no construction activities, other than emergency maintenance and repair, including water main breaks, shall be conducted by Grantee within the Easement Area between November 1 and the following January 15 of any year, without the prior written consent of Grantor. If Grantee elects to make emergency repairs to the underground facilities, Grantee shall attempt to give Grantor reasonable notice (which may be given, depending on the circumstances, before or after Grantee performs such emergency repairs).

Grantee shall comply with all applicable laws, ordinances and regulations, including but not limited to regulatory, environmental and safety requirements, at Grantee's sole cost and expense. In making use of the easement granted herein, Grantee shall: (a) make reasonably adequate provisions for the safety and convenience of all persons using the easement area and the adjacent property, and the improvements and property installed therein or located thereon by Grantee; (b) replace and restore any and all areas and improvements disturbed to a condition similar to that which existed prior to the performance of such work by Grantee; (c) following initial installations, Grantee shall maintain its underground facilities and related equipment in good order and repair, normal wear and tear excepted.

Grantor expressly reserves for itself and its successors and assigns, the right to use the easement area and to grant other easements or licenses at the same location, except for such use as might endanger or interfere with the rights of Grantee hereunder. Grantor particularly reserves use of the

right-of-way, whether longitudinal or otherwise, for installing the following: pavement, curbs, gutters, sidewalks, parking areas and associated curb cuts, paved driveways, fences (except fences which cannot be reasonably removed and erected again, such as, but not limited to: stone, brick, or other masonry type fences or walls), low-height landscaping, and sprinkler systems which are capable of being reasonably located ("Grantor's Improvements"); provided however, that the exercise of such rights does not injure or interfere with, now or in the future, any of the Grantee's rights in the right-of-way, including, but not limited to, Grantee's rights of maintenance and reasonable access.

In the event Grantor determines Grantee's facilities in the easement unreasonably interferes with the present or future use of the property and Grantor cannot reasonably redesign its proposed use for the property around Grantee's facilities, Grantor has the right to have Grantee relocate its facilities provided that: (a) Grantor provides an acceptable replacement easement to Grantee, at no cost to Grantee, at a location and with conditions acceptable to Grantee and (b) Grantor promptly reimburses Grantee for any and all costs associated with the relocation of Grantee's facilities in the replacement easement.

Grantee shall replace, repair, or reimburse Grantor for the reasonable cost of replacement or repair of physical damage to Grantor's Improvements or other improvements on Grantor's property, whether or not within the easement area, that is caused by Grantee's construction, use, operation, maintenance, repair, patrol, replacement, or installation or removal of its underground facilities.

Grantee shall not use, deposit or permit the use or deposit of any hazardous material or toxic waste or other harmful substances on the easement area or on any property of Grantor adjacent to the easement area.

Grantee's underground facilities which may at any time be on Grantor's property shall be at Grantee's sole risk, and Grantor shall not be liable for loss, damage, or destruction of such property, unless caused by the negligence or willful act or omission of Grantor, its agents or employees. Excepting Grantor's negligence and the negligence of Grantor's employees, contractors or agents, 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 Grantee in the construction, erection, installation, maintenance, operation, replacement, repair, renewal or removal of the facilities located in this easement. Such indemnity shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns. Grantee shall not permit any claim, lien, or other encumbrance arising from its activities to accrue against or attach to the easement area or the interest of Grantor in adjacent lands.

Grantee shall be solely responsible for locating, prior to any use of the Easement Area, any utility lines, pipes, wires, or conduits which may exist now or in the future upon or under the surface of the easement area.

In the event that Grantee fails to have an active water line installed in the easement for a period of twenty-four (24) consecutive months, Grantee, shall upon written notification from Grantor, promptly execute a document releasing all of Grantee's rights to this easement and deliver it to Grantor.

All notices, demands, requests, consents, approvals and other communications required or permitted to be given pursuant to this Easement (collectively, "Notices") shall be in writing and shall be sent by certified mail with return receipt requested, or by nationally known courier service with verification of receipt or refusal (including date of delivery or refusal), in each case with postage or delivery fees prepaid and addressed to each party at the addresses set forth below:

If to Grantee:

Indiana-American Water Company, Inc.
153 North Emerson Avenue
Greenwood, IN 46143
Attn: AMRIT SINGH

If to Grantor:

Macy's West Stores, Inc.
7 West Seventh Street
Cincinnati, OH 45202
Attention: Real Estate Department (IN)

With a copy to:

Macy's West Stores, Inc.
7 West Seventh Street
Cincinnati, OH 45202
Attention: Law Department - Real Estate Group

Notices are deemed given upon receipt or refusal of delivery. Each party may from time to time specify for Notices any other address in the United States of America upon twenty (20) days' advance notice thereof, similarly given, to the other party hereto. Notices sent by facsimile transmission, electronic mail or any other method not specifically mentioned herein shall not satisfy the requirements of this Section. No party may have more than three addresses for Notices at any time. Notices from a non-party purporting to represent a party will not be deemed sufficient without a document signed by the applicable party evidencing authority to represent such party. No post office box addresses are permitted for Notice addresses.

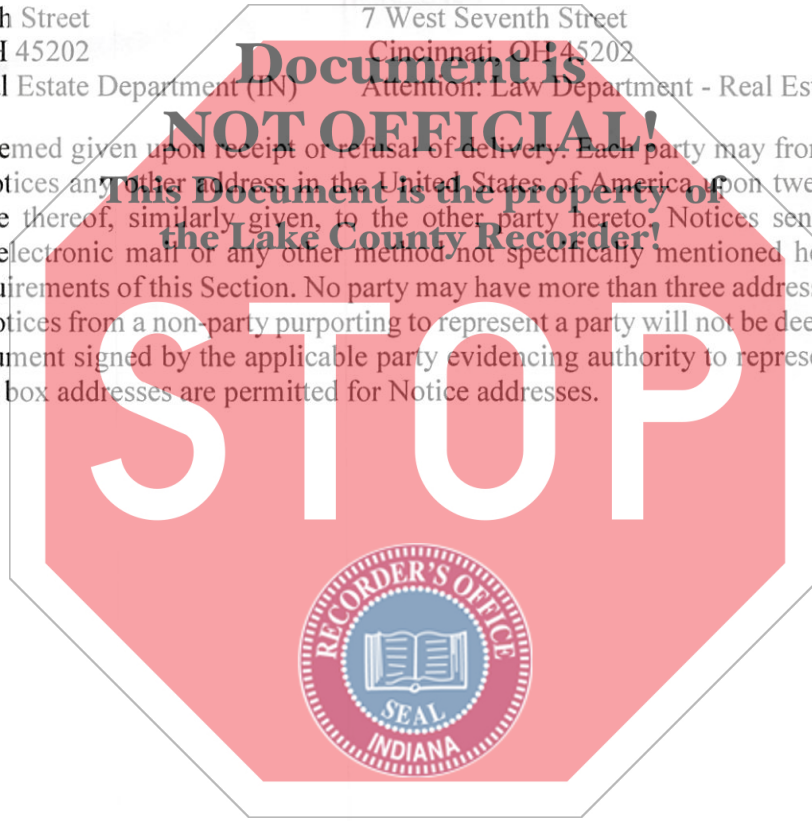


EXHIBIT "A"

Project: IAW US 30 Hobart
Mall Easement 2 - Adcor Realty Corporation
Encumbers Key #45-12-23-301-010.000-046

Sheet 1 of 2

Easement 2

A strip of land 20 feet in width and being part of the Southwest Quarter of Section 23, Township 35 North, Range 8 West, Ross Civil Township, Lake County, Indiana and being part of the parcel described in deed to Adcor Realty Corporation, recorded August 16, 1977, as document 423319, in the Office of the Recorder of Lake County, Indiana, lying 10 feet on each side of the following described line:

Commencing at the southwest corner of said Section 23; thence North $00^{\circ}06'36''$ West (this and all subsequent bearings based on the Indiana Coordinate System of 1983, West Zone), 1696.64 feet to the westerly extension of the centerline of a 40-foot wide Waterline Easement referred to as the "Mississippi Street Entrance Easement", as described in document 276375, in said Office of the Recorder; thence along said centerline the following 3 courses: (1) North $89^{\circ}53'23''$ East, 298.55 feet; (2) South $79^{\circ}26'22''$ East, 219.34 feet; (3) North $85^{\circ}58'20''$ East, 310.21 feet to the easterly line of the "Mall Loop Easement" described in said document 276375; thence North $15^{\circ}16'31''$ West, 6.09 feet along said line; thence North $82^{\circ}00'00''$ East, 56.79 feet; thence North $49^{\circ}25'25''$ East, 34.01 feet; thence North $15^{\circ}07'07''$ West, 322.48 feet; thence North $33^{\circ}00'08''$ East, 90.25 feet to the west line of said document 423319 and the Point of Beginning;

thence North $33^{\circ}00'08''$ East, 33.05 feet; thence North $11^{\circ}41'21''$ West, 58.04 feet; thence North $33^{\circ}18'39''$ East, 78.71 feet to Point B; thence North $33^{\circ}18'39''$ East, 111.80 feet; thence North $55^{\circ}48'39''$ East, 81.44 feet; thence North $78^{\circ}18'39''$ East, 58.07 feet; thence South $88^{\circ}43'46''$ East, 287.13 feet to Point C; thence South $88^{\circ}43'46''$ East, 152.95 feet; thence South $66^{\circ}13'37''$ East, 45.74 feet to Point D; thence South $88^{\circ}46'19''$ East, 178.52 feet; thence South $15^{\circ}17'04''$ East, 24.63 feet; thence South $88^{\circ}52'45''$ East, 10.01 feet to the east line of said document 423319 and the point of terminus.

The side lines of said strip to be lengthened or shortened to terminate at the east and west lines of said document 423319.

TOGETHER WITH:

A strip of land 20 feet in width, lying 10 feet each side of the following described line:
Beginning at the hereinabove described Point B; thence North $50^{\circ}56'17''$ West, 45.40 feet to the boundary of said document 423319 and the point of terminus.

TOGETHER WITH:

A strip of land 20 feet in width, lying 10 feet each side of the following described line:

Beginning at the hereinabove described Point C; thence South 15°16'46" East, 213.25 feet to the point of terminus.

TOGETHER WITH:

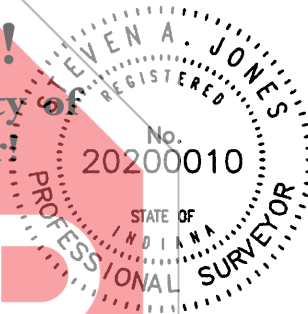
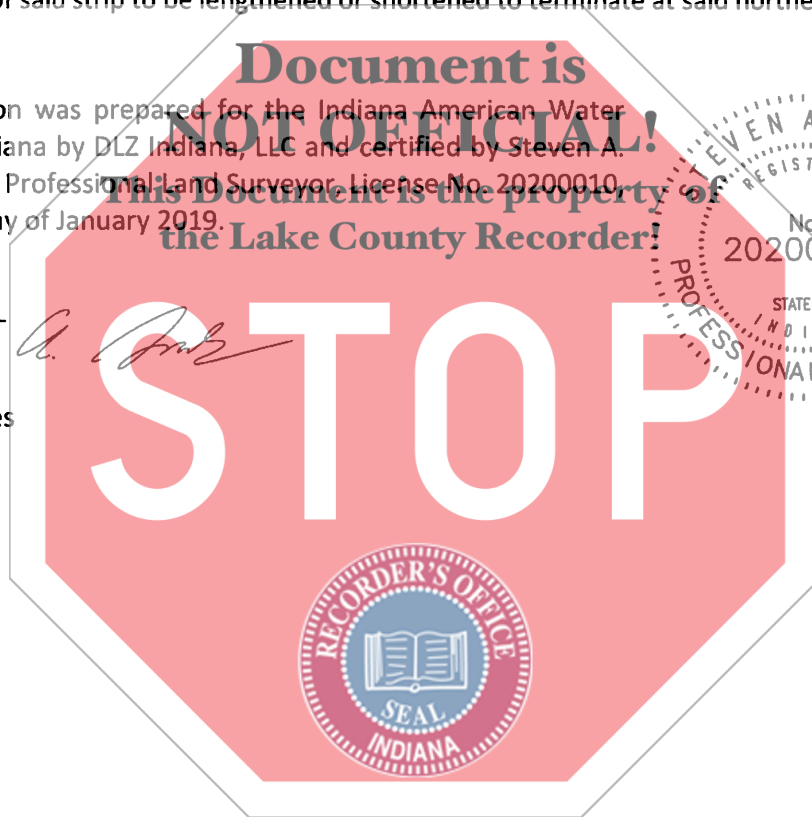
A strip of land 20 feet in width, lying 10 feet each side of the following described line:
Beginning at the hereinabove described Point D; thence South 15°04'18" East, 214.12 feet to the northerly line of said Mall Loop Easement and point of terminus.

The side lines of said strip to be lengthened or shortened to terminate at said northerly line.

This description was prepared for the Indiana American Water Company, Indiana by DLZ Indiana, LLC and certified by Steven A. Jones, Indiana Professional Land Surveyor, License No. 20200010, on the 16th day of January 2019.



Steven A. Jones





DLZ INDIANA, LLC
 900 RIDGE ROAD
 MUNCIE, IN 47321
 (717) 936-5884
 www.dlz.com

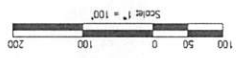
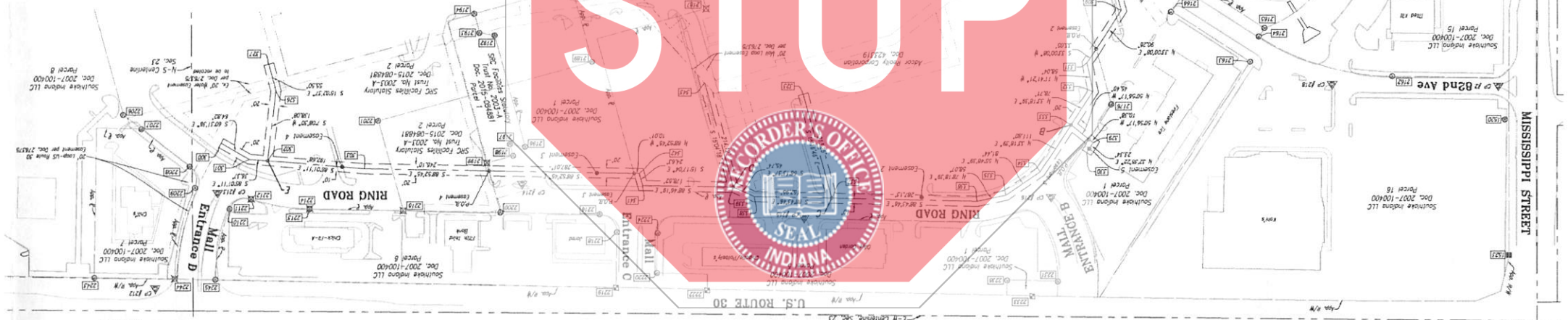
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2285	2008080993	1/2" Iron Nail Found
2286	2008080994	1/2" Iron Nail Found
2287	2008080995	1/2" Iron Nail Found
2288	2008080996	1/2" Iron Nail Found
2289	2008080997	1/2" Iron Nail Found
2290	2008080998	1/2" Iron Nail Found
2291	2008080999	1/2" Iron Nail Found
2292	2008081000	1/2" Iron Nail Found

All above non-utility was found at or near grade, in good condition, and is of unknown origin, unless noted otherwise.

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ROUTE SURVEY
 EXHIBIT B



North Arrow

EXHIBIT B-1

AERIAL DEPICTION OF EASEMENT

