

AQUA
Illinois.

OFFICIAL FILE
ILLINOIS COMMERCE COMMISSION

Aqua Illinois, Inc.
P.O. Box 1130
322 North Gilbert Street
Danville, IL 61834-1130

ORIGINAL

T: 217.443.8538
F: 217.442.0178
www.aquaindiana.com

December 22, 2011

Elizabeth A. Rolando
Chief Clerk
Illinois Commerce Commission
527 East Capitol Avenue
Springfield, Illinois 62701

Report

Re: Docket No. 06-0655 – Semi-Annual update of Green Garden main extensions

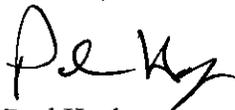
Dear Ms. Rolando:

Please find attached two copies of the summary report and any actual journal entries for the new main extension in the area known as Green Garden Development per Order 06-0655: Petition for Approval of Certificate of Public Convenience and Necessity to Operate a Water Supply and Distribution System and a Wastewater Collection System; and for a Variance From Main Extension Deposit Rules to Expand System Development Charges.

In accordance with the ordering paragraphs; specifically paragraph #7: "Aqua shall provide a report every six months to the Manager of the Commission's Water Department, beginning six months after the date of this Order, detailing the progress of the expansion construction, including updated timelines for completion".

The order requires that one copy of the actual journal entries recording the new main extension be filed with the Chief Clerk's office and another copy with the Manager of the Commission's Accounting Department and the Manager of the Commission's Water Department. If you have any further questions, I can be reached at (815) 614-2033.

Sincerely,



Paul Hanley
Controller
Aqua Illinois, Inc.

CC: Mary Selvaggio, Manager of Accounting
William D. Marr, Manager of Water Department

Enclosures

CHIEF CLERK'S OFFICE
2011 DEC 21 1 P 1:04
ILLINOIS COMMERCE
COMMISSION

Aqua Illinois, Inc.
University Park Sewer
Green Garden Development
System Development Charge (SDC)
As of December 22, 2011

<u>Date</u>	<u>Subdivision</u>	<u># of Lots *</u>	<u># of PE's</u>	<u>SDC / Service (CE)</u>	<u>Cash Receipts</u>
August-05	Tuscan Hills	16	56	2,602.99	41,647.84
November-05	Tuscan Hills	52	182	2,602.99	135,355.48
August-07	Charlevoix	48	168	2,602.99	124,943.52
July-08	Green Garden G.C.	42	146	2,602.99	108,581.66
July-11	Tuscan Hills - True-UP	(6)	(21)		(23,651.28)
July-11	Palomino Trace	58	203	2,473.42	143,458.36
		-	-	-	-
Total		210	734		530,335.58
Total System Lots / PEs approved in Docket #06-0655		980	3,430		
Extensions year-to-date		(210)	(734)		
Remaining Lots/ PEs		770	2,696		

* 1 Service = 3.5 PE's

Aqua Illinois, Inc.
University Park Sewer
Green Garden Development
System Development Charge (SDC)
As of December 22, 2011

<u>Date</u>	<u>Subdivision</u>	<u># of Lots *</u>	<u># of PE's</u>	<u>SDC / Service (CE)</u>	<u>Cash Receipts</u>
August-05	Tuscan Hills	16	56	3,524.19	56,387.04
November-05	Tuscan Hills	52	182	3,524.19	183,257.88
August-07	Charlevoix	48	168	3,524.19	169,161.12
July-08	Green Garden G.C.	42	146	3,524.19	147,008.86
July-11	Tuscan Hills - True-UP	(6)	(21)		(4,963.76)
July-11	Palomino Trace	58	203	3,785.18	219,540.44
		-	-	-	-
Total		210	734		770,391.58
Total System Lots / PEs approved in Docket #06-0655		980	3,430		
Extensions year-to-date		(210)	(734)		
Remaining Lots/ PEs		770	2,696		

* 1 Service = 3.5 PE's

Journal Status	GL N Released	31-00 ContPropty Hold Code	Palomino Trace Hold Removal	Fiscal Year 2011 Operator	Period 7 bakerb	Reverse No	Reverse Pd	Journal Book
ting Date	07/31/11	Transaction Date	08/02/11					
Reference		Document						
Line	Account	Activity	Ref	SC Rvs	Debit	Credit		
1	200	300000-0000		JE	259,587.16			
PPE-Utility Plant in Servic ContPropty Palomino Trace								
2	200	300000-0000		JE	37,800.00			
PPE-Utility Plant in Servic ContPropty Palomino Trace								
3	200	271301-0000 24020000003	840	JE		297,387.16		
CIAC-NON CASH TRANSFERS FRO ContPropty Palomino Trace								
4	750	300000-0000		JE	524,585.50			
PPE-Utility Plant in Servic ContPropty Palomino Trace								
5	750	271301-0000 24075000003	840	JE		524,585.50		
CIAC-NON CASH TRANSFERS FRO ContPropty Palomino Trace								

*** Totals For Journal entry N-	31-00 , Source Code JE	Debits	Credits	Difference
Base		821,972.66	821,972.66	0.00
Reverse		0.00	0.00	0.00
Entered		821,972.66	821,972.66	0.00
Unit		0.00	0.00	0.00
*** Totals For Journal entry N-	31-00	Debits	Credits	Difference
Base		821,972.66	821,972.66	0.00
Reverse		0.00	0.00	0.00
Entered		821,972.66	821,972.66	0.00
Unit		0.00	0.00	0.00

BB 8/2/11
RV 8/8/11

Hanley, Paul J.

From: Baker, Bryce M.
Sent: Monday, August 01, 2011 8:45 AM
To: Hanley, Paul J.; Galloway, Elizabeth J.; Riesebeck, Barb J.
Subject: FW: Palomino Trace

FYI.

From: Kreszwick, Meghan **On Behalf Of** CPRHelpdesk
Sent: Monday, August 01, 2011 8:45 AM
To: Baker, Bryce M.
Subject: RE: Palomino Trace

24020000003

24075000003

From: Baker, Bryce M.
Sent: Monday, August 01, 2011 9:25 AM
To: CPRHelpdesk
Subject: RE: Palomino Trace

Yes, physical property.

From: Kreszwick, Meghan **On Behalf Of** CPRHelpdesk
Sent: Monday, August 01, 2011 8:25 AM
To: Baker, Bryce M.
Subject: RE: Palomino Trace

This is contributed property?

From: Baker, Bryce M.
Sent: Wednesday, July 27, 2011 9:18 AM
To: CPRHelpdesk
Cc: Hanley, Paul J.; Galloway, Elizabeth J.; Riesebeck, Barb J.
Subject: Palomino Trace

I need 2 Lawson only WO numbers set up for Palomino trace. One for division 200 and one for division 750. We have to record contributed mains, hydrants, manholes and a few other assets.

Thanks.

Bryce

DOMMERMUTH, BRESTAL, COBINE & WEST, LTD.

ATTORNEYS AT LAW

CRAIG J. COBINE
KATHLEEN C. WEST
KEVIN M. GENSLEP
JOHN F. PHILIPCHUCK
CHARLES J. CORRIGAN

123 WATER STREET
POST OFFICE BOX 565
NAPERVILLE, ILLINOIS 60566-0565
Telephone Number: (630) 355-5300
Toll Free Number: (877) 518-6657
Facsimile Number: (630) 355-5976
www.napervillelawyers.com

WILLARD F.
Of Cot

ALBIN DOMI
1910 -

PAITIA A. BERNHARD

July 19, 2011

John F. Phillips
Direct Fax Line
jfb@jfbw.com

Mr. Christian G. Spesia
Spesia & Ayers
1415 Blood Road
Joliet, Illinois 60435

RE: Palomino Trace Sewer and Water Acceptance/Aqua Illinois

Dear Chris:

I believe the status of our discussions has taken us to this point and we have an agreement to following:

First Midwest Bank payment of \$362,998.80 to Aqua Illinois, Inc., for System Development Charges ("SDC") for sanitary sewer and watermain;

First Midwest Bank to provide electronic data to Aqua Illinois of the Final Plat of Subdivision and any other easement documents for the sanitary sewer and water;

First Midwest Bank executes the Assignment, Bills of Sale, and provides the Certificate of Co for the sanitary sewer and water.

Aqua Illinois, Inc, executes the Assignment, accepts the Bills of Sale and immediately takes on the ownership, maintenance and operation of the sanitary sewer and water system;

Please acknowledge that this is your and your client's agreement also.

Very truly yours,


John F. Philipchuck

JFP:sjb

Cc: Brett Fessler
Becky Poston

1498467

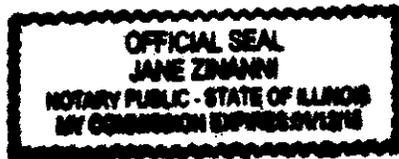
WATER	\$ 143,458.36	240 20079773
SEWER	\$ 219,540.44	240 75099574
	<hr/>	
	362,998.80	

ACKNOWLEDGMENT

FOR AND IN CONSIDERATION of the sum of Three Hundred Sixty Two Thousand Nine Hundred Ninety Eight and 80/100 Dollars (\$362,998.80) and other good and valuable consideration the receipt of which is hereby acknowledged, AQUA ILLINOIS, INC. hereby acknowledges that FIRST MIDWEST BANK, a State Banking Corporation has fully paid and satisfied the System Development Charges ("SDC") for sanitary sewer and watermains, for the Palomino Trace Planned Unit Development, recorded August 4, 2005, as Document R2005-132488, in Garden Township, Will County, Illinois. Aqua Illinois, Inc. hereby agrees to accept the ownership and maintenance of said water and sanitary sewers.

IN WITNESS WHEREOF, the undersigned has caused its duly authorized Jane Zimann to execute this Acknowledgment this 26th day of July, 2011.

AQUA ILLINOIS, INC.

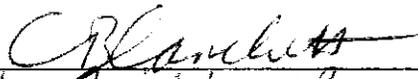


By: C. Blanchett
Its: Vice President & Regional Manager

Aqua Illinois, Inc. hereby agrees to the assignment of the agreements attached hereto as Exhibit B, Exhibit C (dated March 26, 2006), Exhibit D, and Exhibit E by GV Development, Inc., for the benefit of the property described in Exhibit A, to First Midwest Bank, its successors and assigns, together with all rights to recover any and all amounts in accordance with the refund provisions of those agreements, if applicable, and agrees to be bound by this assignment which shall be binding upon and inure to the benefit of the successors, assigns, and other transferees of Aqua Illinois, Inc. First Midwest Bank agrees to indemnify Aqua Illinois, Inc., including the payment of reasonable attorneys fees and costs for any claims, causes of action or suits arising out of or relating to the assignment of agreements.

Dated July _____, 2011.

AQUA ILLINOIS, INC.

By: 
Its: Vice President and Regional Manager

FIRST MIDWEST BANK

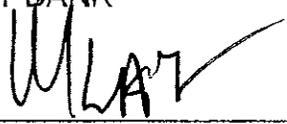
By: 
Its: Michael J. Lazansky
Senior Vice President
First Midwest Bank

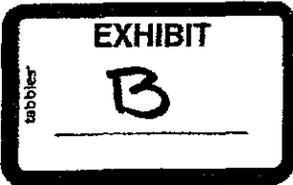


EXHIBIT A

LOT NO.'S 4 THRU 9, BOTH INCLUSIVE, 11 THRU 19, BOTH INCLUSIVE, 22 THRU 25, BOTH INCLUSIVE, 27 THRU 35, BOTH INCLUSIVE, 38, 41, 45, 46, 47, 51, 54, AND 56 THRU 58, BOTH INCLUSIVE, IN PALOMINO TRACE PLANNED UNIT DEVELOPMENT, PHASE I, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 34 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

Permanent Tax Number:	13-13-202-016	Lot 4
	13-13-202-015	Lot 5
	13-13-202-014	Lot 6
	13-13-203-028	Lot 7
	13-13-203-027	Lot 8
	13-13-203-026	Lot 9
	13-12-203-023	Lot 11
	13-13-203-022	Lot 12
	13-13-203-021	Lot 13
	13-13-203-020	Lot 14
	13-13-203-019	Lot 15
	13-13-203-018	Lot 16
	13-13-203-017	Lot 17
	13-13-203-016	Lot 18
	13-13-203-015	Lot 19
	13-13-203-012	Lot 22
	13-13-203-011	Lot 23
	13-13-203-010	Lot 24
	13-13-203-009	Lot 25
	13-13-203-006	Lot 27
	13-13-203-005	Lot 28
	13-13-203-004	Lot 29
	13-13-203-003	Lot 30
	13-13-203-002	Lot 31
	13-13-203-001	Lot 32
	13-13-202-028	Lot 33
	13-13-202-029	Lot 34
	13-13-202-030	Lot 35
	13-13-202-033	Lot 38
	13-13-202-036	Lot 41
	13-13-202-025	Lot 45
	13-13-202-024	Lot 46
	13-13-202-023	Lot 47
	13-13-202-004	Lot 51
	13-13-202-007	Lot 54
	13-13-202-009	Lot 56
	13-13-202-010	Lot 57
	13-13-202-011	Lot 58

and commonly known as: The Southwest Quadrant at Dralle Road and Harlem Avenue in
Green Garden Township, Unincorporated Will County, Illinois.



WATER MAIN EXTENSION AGREEMENT

THIS AGREEMENT, entered this 26 day of MARCH, 2006 by and between Aqua Illinois, Inc., hereinafter called the "Company," and GV Development Inc., hereinafter called the "Applicant," and made in consideration of the mutual promises and undertakings hereinafter set forth, provides as follows:

Applicant desires to have water mains and other facilities installed as shown on the attached diagram and consisting of:

Water main extension for the 58 lot, Palomino Trace Phase 1 subdivision including approximately 5,890 ft. of 8 in. ductile iron water main and 18 fire hydrant assemblies along with miscellaneous valves and fittings.



The Applicant will install said facilities (hereinafter referred to as the "Bxtension") under the following conditions:

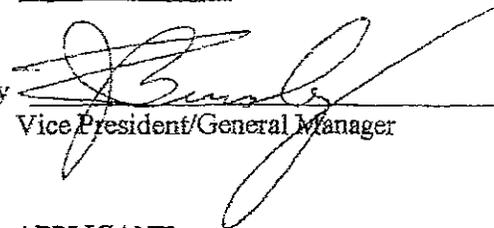
- A. The Applicant shall construct the main extension at the Applicant's expense in accordance with specifications approved by the Company. The Company shall have the right to approve the design of the main and all materials used. The Company also shall have the right to inspect the main at Applicant's expense, during construction to assure compliance with the specifications approved by the Company. Extensions shall be made on the basis of a main size of eight (8) inches in diameter unless the requirements of the customer or customers to be served call for a larger main, in which case the cost will be based on the larger main. In special cases, the Company may make exceptions to the size of the main to comply with good engineering principles.
- B. At such time as the Applicant completes construction of the main extension, Applicant shall, with the consent and approval of the Company, transfer title to the main extension to the Company. In addition, the Applicant shall pay the Company's inspection costs. Along with the transfer of title, the Applicant shall provide the Company a grant of easement for the main extension and all appurtenances.
- C. The Applicant and Company shall agree upon the cost to the Applicant of the main extension. If the Applicant's cost exceeds one and one-half times the Company's estimate of annual revenue to be received from Original Prospective Customers, as defined below, the Company shall pay to the Applicant one and one-half times the amount of such estimated annual revenue at the time that title to the main extension is transferred to the Company. Original Prospective Customers shall be those who the Company anticipates will sign a contract for at least one year's water service and guarantee to the Company that they will take water service at their premises within one year after the date water is turned into the main and whose service connections are directly connected to the main installed under said extension.
- D. During the first ten years after transfer to the Company of title to the main extension, if the extension abuts property that the original Applicant does not own or have an interest in, and if during such ten-year period, the owner or occupant of such property requests water service, the Company shall make a refund(s) to the original Applicant in accordance with the following provisions. The Company shall pro-rate the cost of the extension on a front foot or

per lot basis, and if during such ten-year period, the owner or occupant of such property requests water service, the Company shall collect from such new applicant an amount equal to such new applicant's pro-rata cost of the extension less one and one-half (1 1/2) times the estimated annual revenue to be received from said new applicant. The Company shall refund money so collected to the original Applicant. The total amount refunded to the original Applicant shall not exceed the original deposit, without interest, and the Company shall not require any deposit pursuant to the provisions of Paragraph (F) in excess of the unrefunded deposit of the original Applicant. At the expiration of said ten (10) year period, the refund account will be closed and no further refunds will be made. Any amount not refunded within said ten years shall become the property of the Company.

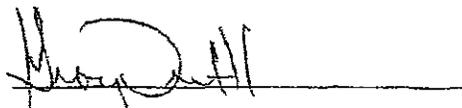
- E. All mains, valves, fittings and other appurtenances and materials installed in accordance with this agreement shall be and remain the Company's sole property.
- F. The Company shall have the right to further extend its mains from and beyond the terminus of each main extension made under this agreement. The Applicant constructing a main hereunder shall not be entitled to any refund on account of any other or further extension or the attachment of any services or hydrants to any other or further extension.
- G. Any main extension agreement made pursuant to this agreement and the right to refund thereunder shall not be assigned by the Applicant without the Company's prior written consent.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in duplicate counterparts, either of which may be treated as the sole original thereof, as of the date first above written.

COMPANY:
Aqua Illinois, Inc.

By 
Vice President/General Manager

APPLICANT:
GV Development Inc.

By 
Printed Name: GEORGE VENTURELLA
Address: 20550 S. CAGRANGE RD.
FRANKFORT, IL. 60423
Federal Tax I.D. Number: 1936315



SUPPLEMENTAL MEMORANDUM

This Supplemental Memorandum is executed by the parties hereto pursuant to the provisions of a certain Agreement in writing between the parties, entered into on the 26 day of MARCH, 2006, for the installation by the Applicant with acceptance by Aqua Illinois, Inc. of certain water mains and other facilities (the "Extension") therein described. It is hereby agreed and stipulated:

The estimated cost of the water main extension is \$ 229,000.00.

SEE CERTIFIED COSTS

One and one-half times the annual revenue to be received by the Company from Original Prospective Customers (as defined in the Agreement) will be determined after one year of service.

In accordance with the Water System Development Charge ("Water SDC") tariff for portions of Green Garden Township in Will County, Illinois, on file with the Illinois Commerce Commission, the following Water SDC will be due when the water main is in service in front of the above referenced lots:

58 customers x 3.5 P.E. per customer x \$743.71 per P.E. = \$ 150,973.13

The amount of deposit received from the Applicant for administration fees is:
Five Thousand Dollars (\$ 5000.00)

This Supplemental Memorandum shall be attached to and be treated as part of the Agreement in accordance with the provisions thereof.

3/26/06
Date of Deposit

COMPANY:
Aqua Illinois, Inc.

By: [Signature]
Vice President/General Manager

APPLICANT:
GV Development Inc.

By: [Signature]

Printed Name: GEORGE VENTURELLA

\$ 229,000
 99,000 3 HYDRANTS
\$ 130,000 MAINS



SEWER MAIN EXTENSION AGREEMENT

THIS AGREEMENT, entered this 12 day of APRIL, 2006 by and between Aqua Illinois, Inc., hereinafter called the "Company," and GV Development Inc., hereinafter called the "Applicant," and made in consideration of the mutual promises and undertakings hereinafter set forth, provides as follows:

Applicant desires to have sewer mains and other facilities installed as shown on the attached diagram and consisting of:

Sewer main extension for the 58 lot Palomino Trace Phase 1 subdivision including approximately 5,938 ft. of 8 in. and 1558 ft. of 10 in. PVC sewer main and 30 manholes.

The Applicant will install said facilities (hereinafter referred to as the "Extension") under the following conditions:

- A. The Applicant shall construct the main extension at the Applicant's expense in accordance with specifications approved by the Company. The Company shall have the right to approve the design of the main, appurtenances, and all materials used. The Company also shall have the right to inspect the main at Applicant's expense, during construction to assure compliance with the specifications approved by the Company. Extensions shall be made on the basis of a main size of eight (8) inches in diameter unless the requirements of the customer or customers to be served call for a larger main, in which case the cost will be based on the larger main. In special cases, the Company may make exceptions to the size of the main to comply with good engineering principles.
- B. At such time as the Applicant completes construction of the main extension, Applicant shall, with the consent and approval of the Company, transfer title to the main extension to the Company. In addition, the Applicant shall pay the Company's inspection costs. Along with the transfer of title, the Applicant shall provide the Company a grant of easement for the main extension and all appurtenances.
- C. The Applicant and Company shall agree upon the cost to the Applicant of the main extension. If the Applicant's cost exceeds one and one-half times the Company's estimate of annual revenue to be received from Original Prospective Customers, as defined below, the Company shall pay to the Applicant one and one-half times the amount of such estimated annual revenue at the time that title to the main extension is transferred to the Company. Original Prospective Customers shall be those customers who sign a contract for at least one year's sewer service and guarantee to the Company that they will take sewer service at their premises within thirty (30) after the date sewer service is available and whose service connections are directly connected to the main installed under said extension. Estimates of annual revenue shall be made by the Company and, if there are similarly situated customers, shall be based on the experience of the Company regarding use of sewers by such similarly situated customers.
- D. During the first ten years after transfer to the Company of title to the main extension, if the extension abuts property that the original Applicant does not own or have an interest in, and if during such ten-year period, the owner or occupant of such property requests sewer service,

the Company shall make a refund(s) to the original Applicant in accordance with the following provisions. The Company shall pro-rate the cost of the extension on a front foot or per lot basis, and if during such ten-year period, the owner or occupant of such property requests sewer service, the Company shall collect from such new applicant an amount equal to such new applicant's pro-rata cost of the extension less one and one-half (1 1/2) times the estimated annual revenue to be received from said new applicant. The Company shall refund money so collected to the original Applicant. The total amount refunded to the original Applicant shall not exceed the original deposit, without interest, and the Company shall not require any deposit pursuant to the provisions of Paragraph (D) in excess of the unrefunded deposit of the original Applicant. At the expiration of said ten (10) year period, the refund account will be closed and no further refunds will be made. Any amount not refunded within said ten years shall become the property of the Company.

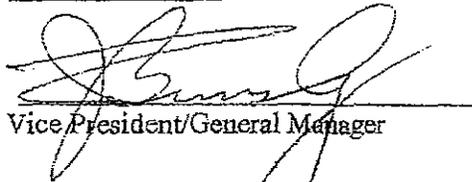
- E. All mains, manholes, valves, fittings, lift stations and other appurtenances and materials installed in accordance with this agreement shall be and remain the Company's sole property.
- F. The Company shall have the right to further extend its mains from and beyond the terminus of each main extension made under this agreement. The Applicant constructing a main hereunder shall not be entitled to any refund on account of any other or further extension or the attachment of any services or hydrants to any other or further extension.
- G. Any main extension agreement made pursuant to this agreement and the right to refund thereunder shall not be assigned by the Applicant without the Company's prior written consent.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in duplicate counterparts, either of which may be treated as the sole original thereof, as of the date first above written.

COMPANY:

Aqua Illinois, Inc.

By



Vice President/General Manager

APPLICANT:

GV Development, Inc.

By



Printed Name: GEORGE VENTURELLA

Address: 20550 S. LA GRANGE RD.

FRANKFORD, IL 60423

Federal Tax I.D. Number: 20 -1936315



SUPPLEMENTAL MEMORANDUM

This Supplemental Memorandum is executed by the parties hereto pursuant to the provisions of a certain Agreement in writing between the parties, entered into on the 12 day of APRIL, 2006, for the installation by the Applicant and acceptance by Aqua Illinois, Inc. of certain sewer mains and other facilities (the "Extension") therein described. It is hereby agreed and stipulated:

The estimated cost of the sewer main extension is \$347,000.00 SEE CERTIFIED COSTS

The estimated one and one-half times the annual revenue to be received by the Company from Original Prospective Customers (as defined in the Agreement) is \$0.00.

In accordance with the Sewer System Development Charge ("Sewer SDC") tariff for portions of Green Garden Township in Will County, Illinois, on file with the Illinois Commerce Commission, the following Sewer SDC will be due when the sewer main is in service in front of the above referenced lots:

58 customers x 3.5 P.E. per customer x \$ 1,006.91 per P.E. = \$ 204,402.73.

The amount of deposit received from the Applicant for administration fees is:
Five thousand dollars (\$ 5000.00)

This Supplemental Memorandum shall be attached to and be treated as part of the Agreement in accordance with the provisions thereof.

3/6/06
Date of Deposit

COMPANY:
Aqua Illinois, Inc.

By: [Signature]
Vice President/General Manager

APPLICANT:
GV Development Inc.

By: [Signature]
Printed Name: GEORGE VENTURELLA

CHECK NO.	CHECK DATE	VENDOR NO.
30042520	07/22/11	102361



First Midwest Bank

One Pierce Place, Suite 1500
 Itasca, Illinois 60143
 Phone: 630.875.7234

CHECK NO. 30042519

703
7

THREE HUNDRED SIXTY-TWO THOUSAND NINE HUNDRED NINETY-EIGHT
 AND 80/100 DOLLARS

CHECK AMOUNT
\$362,998.80

EXPENSE CHECK

PAY
 TO THE
 ORDER OF

AQUA ILLINOIS
P O BOX 298

STRUTHERS

OH 44471-0

TWO AUTHORIZED SIGNATURES
 REQUIRED FOR AMOUNTS OVER \$25,000.00

Drawn by First Midwest Bank

Paul J. Clemons
 AUTHORIZED SIGNATURE

David C. Stahl
 AUTHORIZED SIGNATURE

⑈ 30042519⑈ ⑆ 071926469⑆ 888500600⑈

07/22/11

30042519

VENDOR: AQUA ILLINOIS			CHECK NO. 30042519			
VOUCHER NO.	INVOICE NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN	NET CHECK AMOUNT
000000000071911	07/19/11		362,998.80	362,998.80	.00	362,998.80
					Check Total	362,998.80



R2011068938

Receipt # T20110081222

Karen A. Stukel Will County Recorder **5P**

JD Date 07/28 Time 11:32:43

Recording Fees \$25.75

IL Rental Support Program \$10.00

COPY

GRANT OF EASEMENT

The Grantor, PALOMINO TRACE, LLC, owner of the real estate hereinafter described for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable considerations in hand paid, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey, and warrant to AQUA ILLINOIS, INC., a corporation, its successors and assigns (hereinafter referred to as the "Grantee"), a perpetual non-exclusive right, easement, permission and authority to construct, lay, maintain, relocate, remove, repair, replace, and renew the watermain and sanitary sewer shown on attached Exhibits A, B, and C, at such depth or depths as the Grantee may elect, including all necessary valves, manholes, plugs and appurtenances attached hereto for the transmission of water and wastewater in, on, along, beneath, through and across the premises of the Grantor described as follows and hereinafter referred to as the easement premises:

THOSE PARTS OF LOTS 59 AND 62 IN PALOMINO TRACE PLANNED UNIT DEVELOPMENT PHASE I, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 34 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 4, 2005 AS DOCUMENT NO. R2005132488, IN WILL COUNTY, ILLINOIS, SHOWN ON ATTACHED EXHIBITS A, B, AND C AS "SANITARY SEWER EASEMENT" AND "WATERMAIN EASEMENT".

This easement is granted, together with the right of ingress and egress to and over the easement premises and any of the adjoining lands of the Grantor, at any and all times, for such purposes, and for doing anything necessary, useful and convenient for the enjoyment of the easement herein granted.

No building or structure shall hereafter be placed by the Grantor, herein, their heirs, successors, assigns, lessees or licensees, upon the easement premises.

Grantee shall promptly repair or replace all fences, gates, drains, ditches, sidewalks, driveways, parking lots, landscaping, and any other utilities damaged or destroyed by Grantee due to Grantee's exercise of any of its rights hereunder, to the condition said items were in immediately prior to such damage or destruction.

This grant contains all the terms and conditions of this easement expressed or implied between the parties hereto and shall be binding upon, and inure to the benefit of, the Grantor and the Grantee and their respective legal representatives, heirs, successors, assigns, lessees, and all licensees.

DRALLE ROAD

LOT 65

Unsubdivided

10'
Watermain Easement

existing watermain

LOT 59

Sanitary Sewer Easement

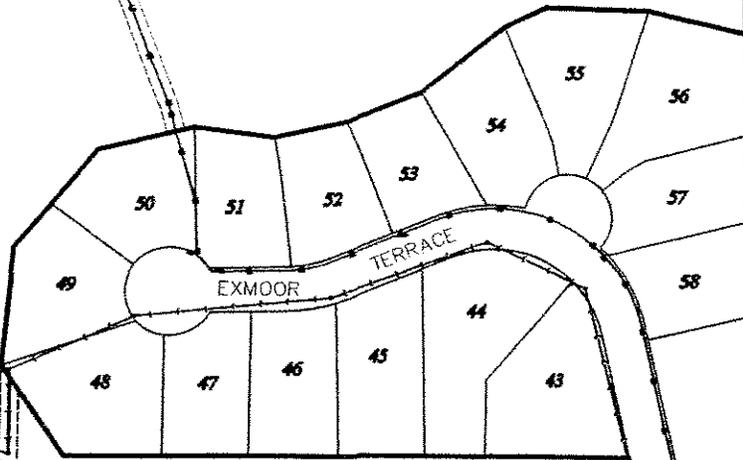
10'

30'

existing sanitary sewer

20' Sanitary Sewer Easement

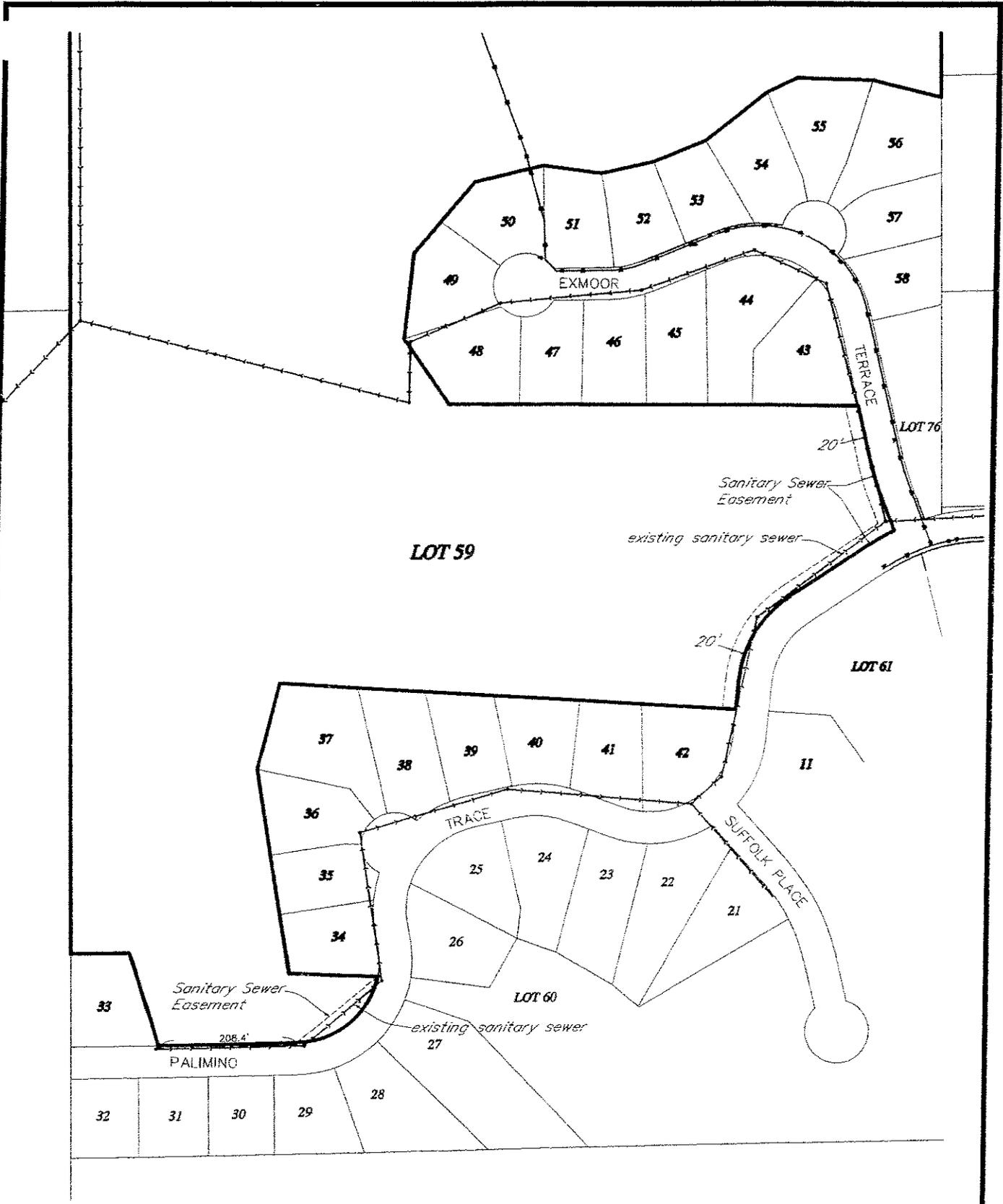
10'

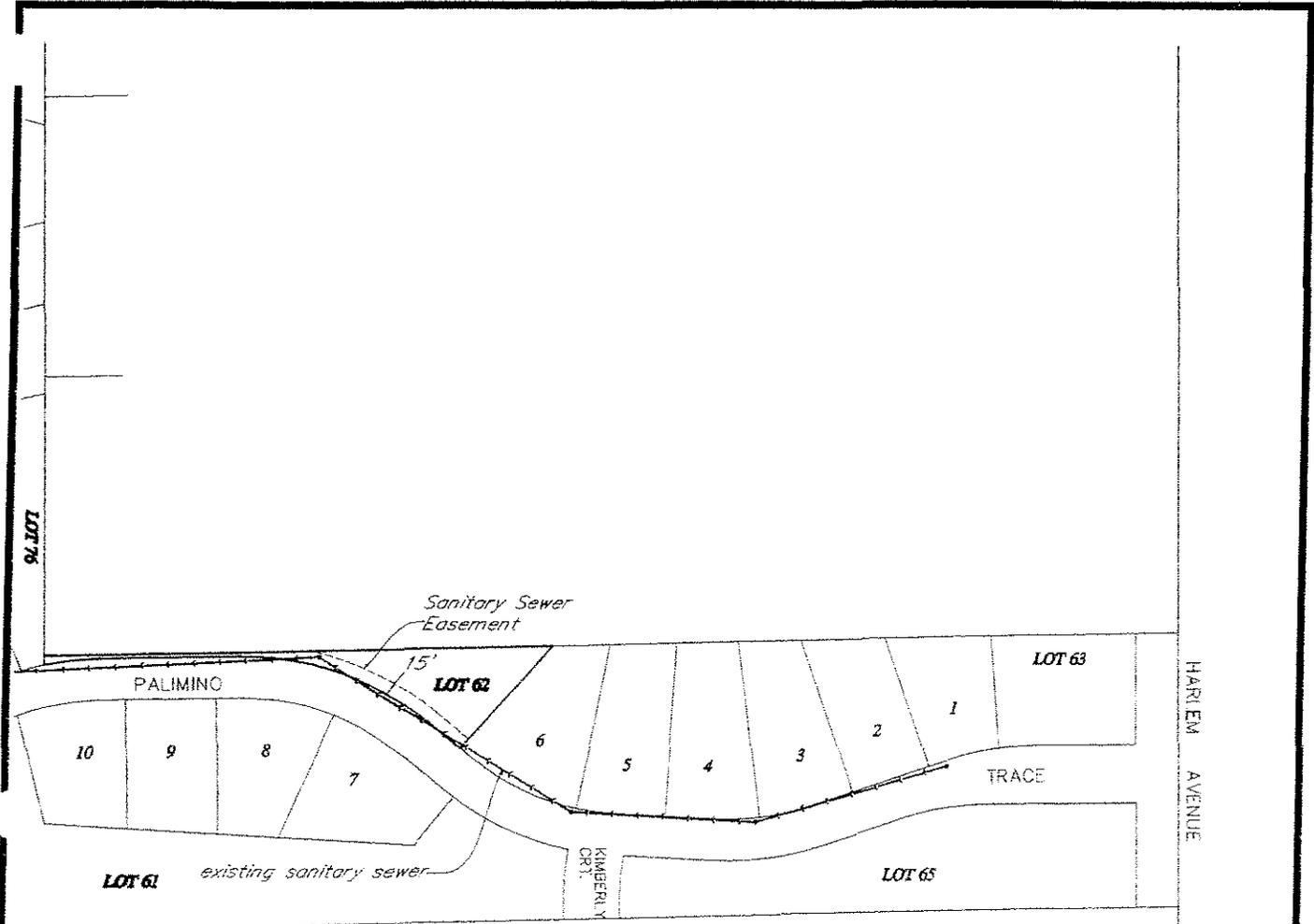


LOT 76

RT&A DRAWING No.:
103-0650-AQUA-EASMT

EXHIBIT A





P.E.

240302 74773 \$ 143,458.36

CERTIFICATE OF WATER MAIN EXTENSION COSTS

Street or Subdivision: Palomino Trace

Phase No. or Addition: #

City or Village: N/A

Year Installed: 2004/2005

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
1	8" Ductile Iron Pipe with Polywrap	5,880	FT	\$21.80	\$128,184.00
2	Fire Hydrant Assembly	18	EA	\$2,100.00	\$37,800.00
3	8" Gate Valve with Valve Box	8	EA	\$1,020.00	\$8,160.00
4	8" Gate Valve in Vault	2	EA	\$2,200.00	\$4,400.00
5	16" Steel Casing	80	LF	\$200.00	\$16,000.00
6	Disinfection	1	LS	\$10,000.00	\$10,000.00
7	Engineering Design & Construction Staking	1	LS	\$25,843.16	\$25,843.16
8	Other	1	LS	\$67,000.00	\$67,000.00
TOTAL PROJECT COSTS:					\$297,387.16

331
335
331
331
331
331
331
331

Certification by Developer or Developer's Engineer:

The undersigned, being the Developer installing the water main extension or the Developer's Engineer, hereby certifies that to the best of his knowledge the above costs represent the actual costs of this water main extension.

Σ = \$ 247,102.16

In witness whereof, the Developer or the Developer's Engineer has signed this Certificate of Cost this 22nd day of July, 2011.

By (Developer or Engineer): Engineer

Signed: [Signature]

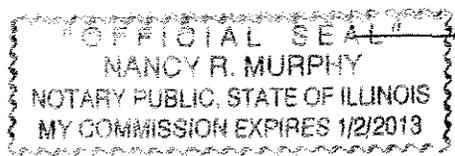
Printed Name: Joseph P. Hammer, P.E.

Title: Project Manager

STATE OF IL
COUNTY OF WILL

I, NANCY R. MURPHY, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that on this day there personally appeared before me JOSEPH P. HAMMER, personally known to me to be the person acknowledged to me, that he signed and delivered the above and foregoing instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of JULY, 2011.



Nancy R. Murphy
(Notary Public)

Addition Entry Details

Work Order: 24020079773 JE Code: MISC

Description: 0" gatevalve Contibid Palomino Trace ID: []

Asset Description: 0" GateValve in vault Contibid Palomino Trace, JE# 31 pd 7/2011 - Bryce Baker

Company: Aqua Illinois Book Schema: All

Functional Class: Water Subledger: None

GL Account: 101-Utility Plant in Service Property Group: Mains

Bus Segment: 1-Water Accounting Month: 07/2011

Utility Account: 331400-T&D Mains Eng In Service Year: 07/2011

Sub Account: None Posting Quantity: 2.00

Replacement Unit: Mains:Valves [6, 8, & 10"] EA Posting Amount: \$4,400.00

Serial Number: []

Asset Location: University Park

Class Codes: Class Code Values: [Not Applicable]

Class Code: [New or Replacement] [Prior Rate Case Adjustments]

Buttons: Book, Basis, Sub Entry, Cancel, Minor Add (Yes/No)

Asset Group	Work Order	Class Code	CPB Misc
Asset Location			
[] Active [\$ Net 0] [] Inactive [\$ = 0]			
Avg Cost	Company		Find Assets
50	2,514.50 Aqua Illinois	101-Util	
48	45,741.40 Aqua Illinois	101-Util	Refresh
36	15,844.56 Aqua Illinois	101-Util	
34	2,631.84 Aqua Illinois	101-Util	Select All
38	2,594.58 Aqua Illinois	101-Util	
	68.04 Aqua Illinois	101-Util	Refresh Entry
	2,511.58 Aqua Illinois	101-Util	
	4,095.22 Aqua Illinois	101-Util	Print to W/D
	2,636.08 Aqua Illinois	101-Util	
	2,564.71 Aqua Illinois	101-Util	Query
	76,984.40 Aqua Illinois	101-Util	
	2,494.98 Aqua Illinois	101-Util	
	352.50 Aqua Illinois	101-Util	Cancel
Total for Selected Entries:			8,631,418.00

PowerPlant - pwrprd Database

File Edit Subsystem Admin Preferences Window Help

Unit Cost Projects Assets Dept Tables CR Admin MyPlant Help Calc Print Wn

Addition Entry Details

Work Order: 24020079773 JE Code: MISC

Description: 8" GateValv Contibtd Palomino Trace ID: _____

Asset Description: 8" Gate Valve in Vault Contibtd Palomino Trace, See JE 7-31-11

Company: Aqua Illinois Book Schema: all

Functional Class: Water Subledger: None

GL Account: 271-CIAC-Non Taxable Property Group: CIAC

Bus Segment: 1-Water Accounting Month: 07/2011

Utility Account: 331400-T&D Mains Eng In Service Year: 07/2011

Sub Account: None Posting Quantity: 2.00

Retirement Unit: Contributions in Aid of Construction EA Posting Amount: \$4,400.00

Serial Number: _____

Asset Location: University Park

Class Codes: Class Code Values: Not Applicable

Prior Rate Case Adjustments: _____

Buttons: Back, Basis, Sub Ledger, Cancel, Minor Add (Yes/No), Refresh, Select All, Hold in Equip, Drill to WO, Query, Cancel

pa Group	Work Order	Class Code	CPH Misc
Asset Location:			
<input type="checkbox"/> Active (\$ Net 0) <input type="checkbox"/> Inactive (\$ = 0)			
Avg Cost	Company		Find Assets
2,330.97	Aqua Illinois	271-CIAC	Refresh
312.83	Aqua Illinois	271-CIAC	Select All
1,500.00	Aqua Illinois	271-CIAC	Hold in Equip
872.00	Aqua Illinois	271-CIAC	Drill to WO
			Query
			Cancel

Date	Description	Quantity	Cost	Value	Company	Class Code
Mar-2009	Valves	8" Gate Valve With Valve Box; The Preserve of Charlevoix Wales; Green Garden Township; JER16N pd.3/09 per Bruce Baker	5.00	-4,360.00	Aqua Illinois	271-CIAC
Jan-2010	CIAC	Old CIAC	1.00	-106,727.03	Aqua Illinois	271-CIAC
Jan-2010	CIAC	Oakview RPS Tracking CIAC	9.00	-151,762.49	Aqua Illinois	271-CIAC
Jan-2010	CIAC	MP W Shanklin Industrial Subd CIAC	2.00	-48,484.00	Aqua Illinois	271-CIAC
Jan-2010	CIAC	ME Regent Park Subd CIAC	1.00	-39,996.24	Aqua Illinois	271-CIAC
Jan-2010	CIAC	Fairway Club Estates CIAC	1.00	-15,193.60	Aqua Illinois	271-CIAC
Total for Selected Entries:				-7,049,887.50		

Page 1

PowerPlant - pwrprd Database

File Edit Subsystem View Admin Professional Window Help

Unit Cost Projects Assets Dept Tables CR Admin MyPlant Help Calc Print Wrtg

Addition Entry Details

Work Order: 2402007973 JE Code: MISC
 Description: Contribd Palomino Trace Fire Hydran ID:
 Asset Description: Contribd Palomino Trace Fire Hydrants JE 7-31

Company: Aqua Illinois Book Schema: all
 Functional Class: Water Subledger: None
 GL Account: 271-CIAC-Non Taxable Property Group: UAB
 Bus Segment: I-Water Accounting Month: 07/2011
 Utility Account: 135400 Hydrants Eng In Service Year: 07/2011
 Sub Account: None Posting Quantity: 18.00
 Replacement Unit: Contributions in Aid of Construction EA Posting Amount: \$-37,800.00
 Asset Location: University Park Serial Number:

Class Codes: Class Code Values
 Class Code: New or Replacement Not Applicable
 Prior Rate Case Adjustments:

Book:
 Basis:
 Cancel:
 Minor Add: Yes
 No:

Active (\$ Net 0)		Inactive (\$ = 0)	
Avg Cost	Company	Asset	Find Assets
51	2,330.97 Aqua Illinois	271-CIAC	Refresh
00	312.83 Aqua Illinois	271-CIAC	Select All
00	1,580.00 Aqua Illinois	271-CIAC	Refresh Equip

Month	Description	Quantity	Cost	Asset	Find Assets
Mar-2009	Valves	5.00	-4,360.00	872.80 Aqua Illinois	271-CIAC
Jan-2010	CIAC	1.00	-106,727.03	-106,727.03 Aqua Illinois	271-CIAC
Jan-2010	CIAC	9.00	-151,762.49	-16,862.50 Aqua Illinois	271-CIAC
Jan-2010	CIAC	2.00	-48,484.00	-24,242.00 Aqua Illinois	271-CIAC
Jan-2010	CIAC	1.00	39,996.24	39,996.24 Aqua Illinois	271-CIAC
Jan-2010	CIAC	1.00	-15,193.60	-15,193.60 Aqua Illinois	271-CIAC
Total for Selected Entries:			-7,049,887.50		

Buttons: Refresh, Select All, Refresh Equip, Drill to WO, Query, Cancel

Ready

start: [Taskbar icons]

LHI 37315037574 # 219,54044

CERTIFICATE OF SEWER MAIN EXTENSION COSTS

Street or Subdivision: Palomino Trace

Phase No. or Addition: #1

City or Village: N/A

Year Installed: 2004/2005

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
1	8" ASTM D3034 main	5,740	FT	\$22.08	\$126,739.20
2	10" ASTM D3034	1,960	FT	\$43.36	\$84,985.60
3	Manhole Assembly	26	EA	\$2,853.45	\$74,189.70
4	Engineering Design & Construction Staking	1	LS	\$58,681.00	\$58,681.00
5	Testing	1	LS	\$10,000.00	\$10,000.00
6	Bidding / Backfill	1	LS	\$133,365.00	\$133,365.00
7	Miscellaneous	1	LS	\$36,625.00	\$36,625.00
TOTAL PROJECT COSTS:					\$524,585.50

Certification by Developer or Developer's Engineer:

The undersigned, being the Developer installing the sewer main extension or the Developer's Engineer, hereby certifies that to the best of his knowledge the above costs represent the actual costs of this sewer main extension.

In witness whereof, the Developer or the Developer's Engineer has signed this Certificate of Cost this 22nd day of July, 2011.

By (Developer or Engineer): Engineer

Signed: [Signature]

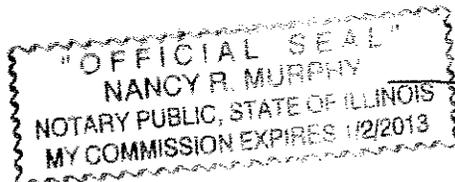
Printed Name: Joseph P. Hammer, P.E.

Title: Project Manager

STATE OF IL
COUNTY OF WILL

I, NANCY R. MURPHY, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that on this day there personally appeared before me JOSEPH P. HAMMER, personally known to me to be the person acknowledged to me, that he signed and delivered the above and foregoing instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of July, 2011.



[Signature]
(Notary Public)

\$ 126,739.20		\$ 0.60	\$ 142,869.29	\$ 269,608.49	A
\$ 84,985.60		\$ 0.40	\$ 95,801.71	\$ 180,787.31	B
\$ 74,189.70				\$ 74,189.70	C
\$ 58,681.00	\$ 58,681.00				
\$ 10,000.00	\$ 10,000.00				
\$ 133,365.00	\$ 133,365.00				
\$ 36,625.00	\$ 36,625.00				
\$ 524,585.50	\$ 238,671.00			\$ 524,585.50	

Allocate Misc charges
between 8" + 10"

Addition Entry Details

Work Order: 24075093574 JE Code: MISC

Description: 8" ASTM Palomino Trace Contibld Propy ID: _____

Asset Description: 8" ASTM Palomino Trace Contibld Main See JE 7-31-11.

Company: Aqua Illinois Book Schema: All

Functional Class: Wastewater Subledger: None

GL Account: 101-Utility Plant in Service Property Group: Mains

Bus Segment: 2-Wastewater Accounting Month: 07/2011

Utility Account: 361200 Collection Sewers-Gravity Eng In Service Year: 07/2011

Sub Account: None Posting Quantity: 5,740.00

Retirement Unit: Mains Plastic, PVC, or HDPE (6, 8, & 10") LF Posting Amount: \$269,608.49

Serial Number: _____

Asset Location: University Park Sewer

Class Codes: Class Code Values: Not Applicable

New or Replacement: _____

Prior Rate Case Adjustments: _____

Minor Add: Yes / No

Asset Location Table:

Asset Group	Work Order	Class Code	CPRI Misc
Asset Location			

Active (\$ Net 0) Inactive (\$ = 0)

Avg Cost	Company	Find Assets
92	-213.92 Aqua Illinois	101-Util
53	8,074.63 Aqua Illinois	101-Util Refresh
42	100,209.42 Aqua Illinois	101-Util
18	156,254.18 Aqua Illinois	101-Util
10	3,990.10 Aqua Illinois	101-Util Select All
44	15,782.44 Aqua Illinois	101-Util
	16.00 Aqua Illinois	101-Util Refresh Entry
	3,270.00 Aqua Illinois	101-Util Drill to WO
	33.14 Aqua Illinois	101-Util Query
	22.89 Aqua Illinois	101-Util
	39.80 Aqua Illinois	101-Util
	8,512,970.97	Cancel

Mar-2009	Mar-2009	Mains	Contributed Property Tuscan Hills JE 3-25	1,792.00	28,512.00	16.00 Aqua Illinois	101-Util
Mar-2009	Mar-2009	Mains	Contributed Property Tuscan Hills JE 3-25	6,437.00	102,992.00	16.00 Aqua Illinois	101-Util
Mar-2009	Mar-2009	Mains	Connect to Existing: The Preserve at Charlevoix Water; Green Garden Township; JE#16N pd.3/09 per Bryce Baker	2.00	6,540.00	3,270.00 Aqua Illinois	101-Util
Mar-2009	Mar-2009	Mains	8" PVC (15-20' DEEP); The Preserve at Charlevoix Water; Green Garden Township; JE#16N pd.3/09 per Bryce Baker	930.00	30,820.20	33.14 Aqua Illinois	101-Util
Mar-2009	Mar-2009	Mains	8" PVC (10-15' DEEP); The Preserve at Charlevoix Water; Green Garden Township; JE#16N pd.3/09 per Bryce Baker	1,075.00	24,606.75	22.89 Aqua Illinois	101-Util
Mar-2009	Mar-2009	Mains	12" ASTM D3034 main, USAA Commerce	72.00	2,065.60	39.80 Aqua Illinois	101-Util
Total for Selected Entries:					8,512,970.97		

Export

Addition Entry Details

Work Order: 24075099574 JE Code: MISC

Description: 8" ASTM Palomano Trace ConribldPpt ID: _____

Asset Description: 8" ASTM Palomano Trace Conribld Main See JE 7-31-11.

Company: Aqua Illinois Book Schema: All

Functional Class: Wastewater Subledger: None

GL Account: 271-CIAC Non Taxable Property Group: CIAC

Bus Segment: 2-Wastewater Accounting Month: 07/2011

Utility Account: 361200-Collection Sewers-Gravty Eng In Service Year: 07/2011

Sub Account: None Posting Quantity: 5,740.00

Retirement Unit: Contributions in Aid of Construction EA Posting Amount: \$ 269,608.43

Serial Number: _____

Asset Location: University Park Sewer

Class Codes: Class Code Values: Not Applicable

New or Replacement: _____

Prior Rate Case Adjustments: _____

Book Basis Sub-Entry Cancel Minor Add Yes No

Asset Group	Work Order	Class Code	CPN Misc
Asset Location			
Active (\$ Net 0) Inactive (\$ = 0)			
Avg Cost	Company	Class Code	Final Assets
00	370.60 Aqua Illinois	271-CIAC	Refresh
00	16.00 Aqua Illinois	271-CIAC	Select All
00	436.00 Aqua Illinois	271-CIAC	Refresh User
00	1.80 Aqua Illinois	271-CIAC	Drill to WO
00	2,452.00 Aqua Illinois	271-CIAC	Query
00	20.49 Aqua Illinois	271-CIAC	Cancel
00	27,207.00 Aqua Illinois	271-CIAC	
00	29,493.61 Aqua Illinois	271-CIAC	
00	32,980.00 Aqua Illinois	271-CIAC	
00	2,700.00 Aqua Illinois	271-CIAC	
Total for Selected Entries:			-8,060,911.03

