

605878

EXCHANGE Cedar Lake
J.O./~~XXX~~ W-2743-80

Indiana Bell Telephone Company's Copy
RETURN UTILITY EASEMENT
STATE OF INDIANA

NW-22-80
Easement No. 80058
Key No. 24-4-15

The undersigned, in consideration of the sum of One and No/100 Dollars (\$1.00) and other consideration, receipt of which is hereby acknowledged, hereby grants unto Indiana Bell Telephone Company, Incorporated, its successors and assigns, a right of way and easement to install, construct, operate, maintain, repair, supplement and remove, at any time or times hereafter, its communication systems consisting of poles, anchors, conductors, manholes, cables, wire and fixtures as it may from time to time require or deem proper therefore, in, under and upon a strip of land located in Section NE 21, Township 34N, Range 9W, Township of Hanover, County of Lake, State of Indiana, more particularly described as follows: The east ten (10) feet of the west 340.31 feet of the south 856.81 feet of the north 876.81 feet of the Northeast Quarter of the Northeast Quarter of Section 21, Township 34 north, Range 9 west of the Second Principal Meridian in the Town of Cedar Lake, County of Lake, Indiana.

SEE ATTACHED EXHIBIT "A" WHICH IS MADE A PART HEREOF.

OCT 31 1980

James B. ...
AUDITOR LAKE COUNTY

STATE OF INDIANA
RECORDED
NOV 6 10 01 AM '80
MILK MILLSKI

Also the right of ingress and egress over and across said strip and ~~land~~ adjacent to said strip for the purpose of exercising the rights herein granted.

The Grantee agrees to be responsible and pay for all damages to the Grantor's property and/or crops that have been caused by the construction and maintenance of said communication system.

The Grantor warrants that no structure or building, except fencing, driveways or streets, shall be erected upon said easement. The Grantor agrees to notify the Grantee before any construction of any fences, driveways or streets is started.

The Grantor reserves, after the completion of said system the full use of the land which is not inconsistent with the existence and maintenance of said communication system but does agree to notify the Grantee of any proposed change in elevation or grade within the area of said easement.

Witness our hands this 3RD day of OCTOBER, 19 80, at Cedar Lake Indiana.

Witness:
Harold J. O'Connor
Harold J. O'Connor, Engineer, R/W

Walter M. Yablonski
Walter M. Yablonski, Husband
Alyce M. Yablonski
Alyce M. Yablonski, Wife

STATE OF INDIANA)
)SS
COUNTY OF Lake

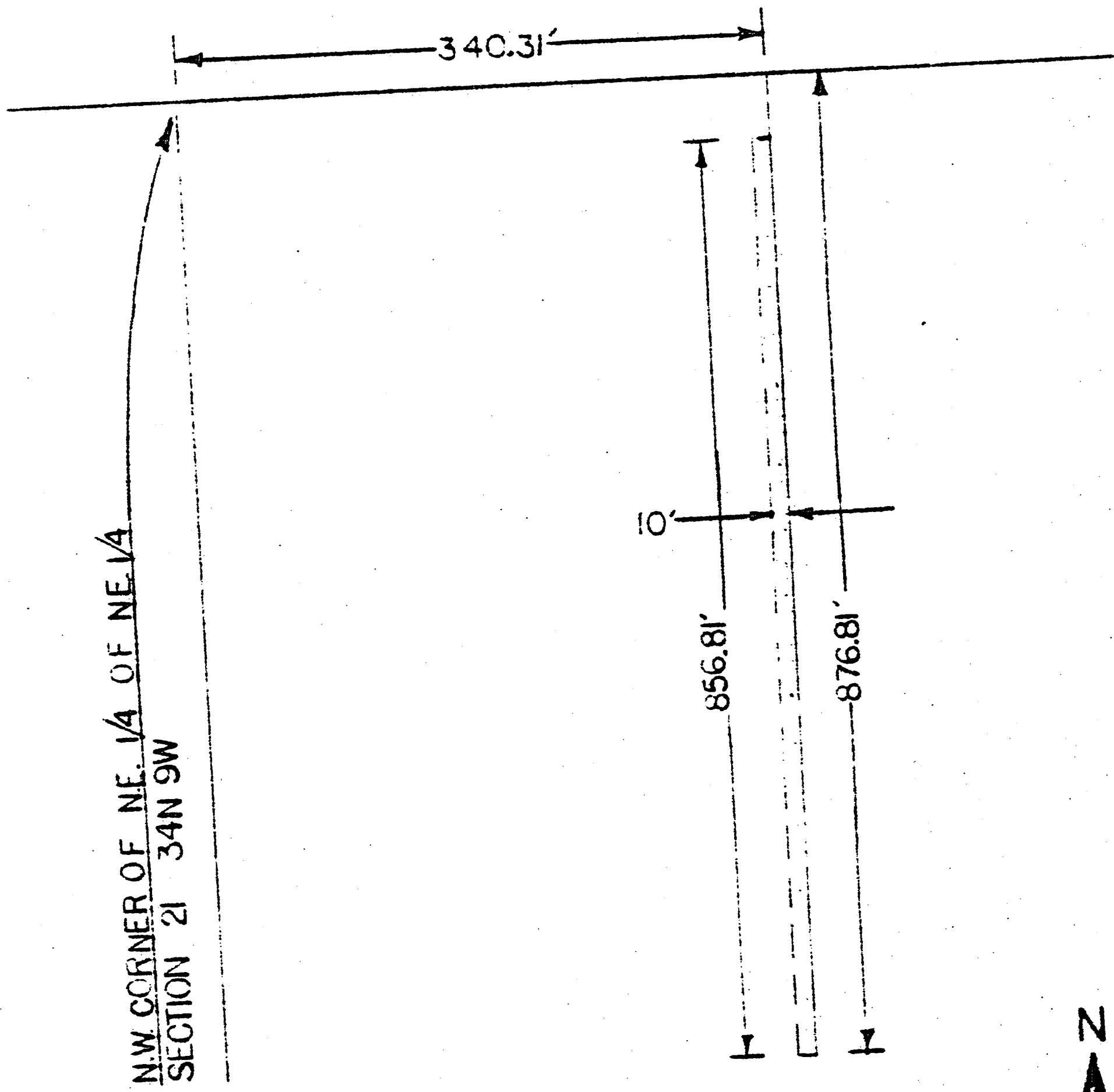
Before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Walter M. and Alyce M. Yablonski, Husband and Wife, who acknowledged the execution of the foregoing agreement.

Witness my hand and Notarial Seal this 3RD day of OCTOBER, 19 80

My Commission Expires 4-13-83.
This instrument prepared by
H.T. Schuihof, Attorney

Harold J. O'Connor 133
Notary Public, Harold J. O'Connor
Resides in Lake County

605878
878909



N.W. CORNER OF NE. 1/4 OF NE 1/4
SECTION 21 34N 9W

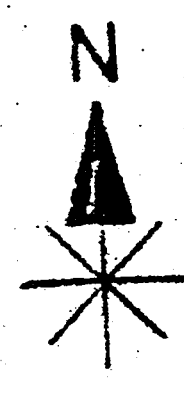


EXHIBIT 'A'
EASEMENT NO. 80058
J.O.W-2743-80
CEDAR LAKE EXCHANGE