464.10

WX 4815-

J.O. W-2858-86 Parcel No. 9920 904150

Tax Key No. 9-304-19

UTILITY EASEMENT

Easer 4396 MOIANA STREET MERRILLVILLE, IN 46410

The undersigned, in consideration of the sum of One Dollar (\$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, conduits, 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 4, Township 34N, Range 8W, Township of Center, County of Lake, State of Indiana, more particularly described as follows:

An easement ten (10) feet in width beginning at a point 369 feet east of the southwest corner of the southeast quarter of the southwest quarter of Section 4, Township 34 North, Range 8 West and the north line of North Street, thence north, lying east of and parallel with the west line of the southeast quarter of the southwest quarter of said Section 4 a distance of 273 feet more or less to the south line of Farragut Street. Thence a five (5) foot easement in width beginning at a point 396 feet east of the west line of the southeast quarter of the southwest quarter of said Section 4 on the south right-of-way line of Farragut Street, thence north, lying east of and parallel with said west line a distance of 166 feet more or less. See Deed Record 1379, Page 347 for the description of the property.

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 systems.

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 systems, the full use of the land which is not inconsistent with the existence and maintenance of said communication systems 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 97/4 day of January, 1987, at Crown Point, Indiana.

James M. Gentleman

K I L E Goria D. Gentleman

STATE OF INDIANA

FEB 2 7 1987

COUNTY OF Lake

Personally appeared before me, a Mchary Public, in and for said County and State this 97H day of January, 1987, James M. & Gloria D. Gentleman who acknowledged the

execution of the above easement.

Notary Public, Dwane E. Carden

Resident of Lake County

My commission expires June 23, 1989
This instrument was prepared by D. E. Westerhaus, Attorney

SS:

1619