

UTILITY EASEMENT

WX 5154

Project 85586  
Parcel No. 9622

933985

Tax Key No. 6-1-3,5,7,8,9,12 Easement Return 8393 Indiana St.  
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 cables, and as it may from time to time require or deem proper therefore, in, under, and upon a strip of land located in Section 3, Township 34N, Range 9W, Township of Hanover, County of Lake, State of Indiana, more particularly described as follows:

An easement ten (10) feet in width beginning at a point 660 feet west of the southeast corner of Section 3, Township 34 North, Range 9 West and the north right-of-way line of State Route 231, thence west, lying north of, parallel and abutting the north right-of-way line of State Route 231 for a distance of 4620 feet more or less to the east right-of-way of Parrish Avenue, thence north, lying east of, parallel and abutting the east right-of-way line of Parrish Avenue for a distance of 3960 feet more or less. Exception Therefrom: Beginning at a point 1273.59 feet west of the southeast corner of Said Section 3, thence west for a distance of 270 feet. The total length of the easement less the exception is 8310 feet more or less.

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, 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 1ST day of MAY, 1987, at Crown Point, Indiana.

*Robert S. Teibel*

Robert S. Teibel

*Richard M. Teibel*

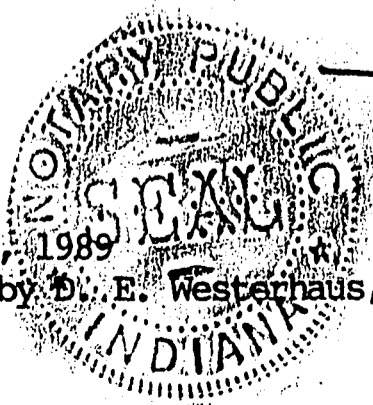
Richard M. Teibel

*Wilbur E. Buth*

Wilbur E. Buth  
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STATE OF INDIANA )  
 ) SS:  
COUNTY OF Lake )

Personally appeared before me, a Notary Public, in and for said County and State, this 1ST day of MAY, 1987, Robert S. Teibel, Richard M. Teibel and Wilbur E. Buth Co-Trustees of the Teibel Trust who acknowledged the execution of the above easement.



*Dwane E. Carden*

Notary Public, Dwane E. Carden  
Resident of Lake County

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

FILED

AUG 20 1987

*Anna N. Antos*  
AUDITOR LAKE COUNTY

1205 Joe

STATE OF INDIANA  
LAKE COUNTY  
REC'D  
MAY 20 1987  
MILLIAN  
RECORDED  
BOOK NO. 100  
PAGE NO. 404