

954262

WX 5828

UTILITY EASEMENT

J.O. W-2890-87
Parcel No. 11265

Tax Key No. 1-2-5
Easement No. _____

8393 INDIANA 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 3, Township 34N, Range 8W, Township of Center, County of Lake, State of Indiana, more particularly described as follows:

An easement sixteen and one-half (16.5) feet in width beginning at the northeast corner of the northeast quarter of Section 3, Township 34 North, Range 8 West and the south right-of-way line of 101st Street, thence west, lying south of, parallel and abutting the south right-of-way line of 101st Street for a distance of 590 feet more or less. This easement supersedes easement No. 62524 dated October 11, 1977. Indiana Bell Telephone Company shall indemnify and save harmless the owners of said property from any and all damages to said property or persons by reason of the location, construction, installation or maintenance of said Company's equipment on said 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 11th day of DECEMBER, 1987, at Crown Point, Indiana.

Elmer Bloede FILED Arnold Bloede
ELMER BLOEDE ARNOLD BLOEDE

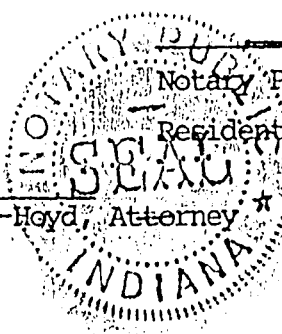
Katherine Bloede DEC 14 1987 Dorothy Bloede
KATHERINE BLOEDE DOROTHY BLOEDE

STATE OF INDIANA)
COUNTY OF Lake) SS: Anna N. Anton
AUDITOR LAKE COUNTY

Personally appeared before me, a Notary Public, in and for said County and State this 11th day of DECEMBER, 1987, ELMER BLOEDE, KATHERINE BLOEDE, ARNOLD BLOEDE, DOROTHY BLOEDE 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 J. Wright-Hoyd, Attorney *



STATE OF INDIANA
LAKE COUNTY
FILED FOR CORP
DEC 14 10 28 AM '87
JULIAN STASICK
L.C. RECORDER