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FILED

GRANT OF PERMANENT EASEMENT
Y-1464-90

APR 9 1990

Anna N. Taylor
Parcel No. 15396
TAX No. 36-495-37
AUDITOR LAKE COUNTY

SEE DOCUMENT NO 906353

This Indenture Witnesseth that Frank A. Mazurkiewicz is the owner of the following described real estate, in the County of Lake, State of Indiana, to-wit:

Key # 36-495-37
Lot No. Thirty-Seven (37), as marked and laid down on the recorded plat of the Resubdivision of part of Unit 2 of Woodmar, in the City of Hammond, Lake County, Indiana, as the same appears of record in Plat Book 29, page 49, in the Recorder's Office in the County of Indiana.

Commonly known as: 1922 - 175th, Hammond, Indiana

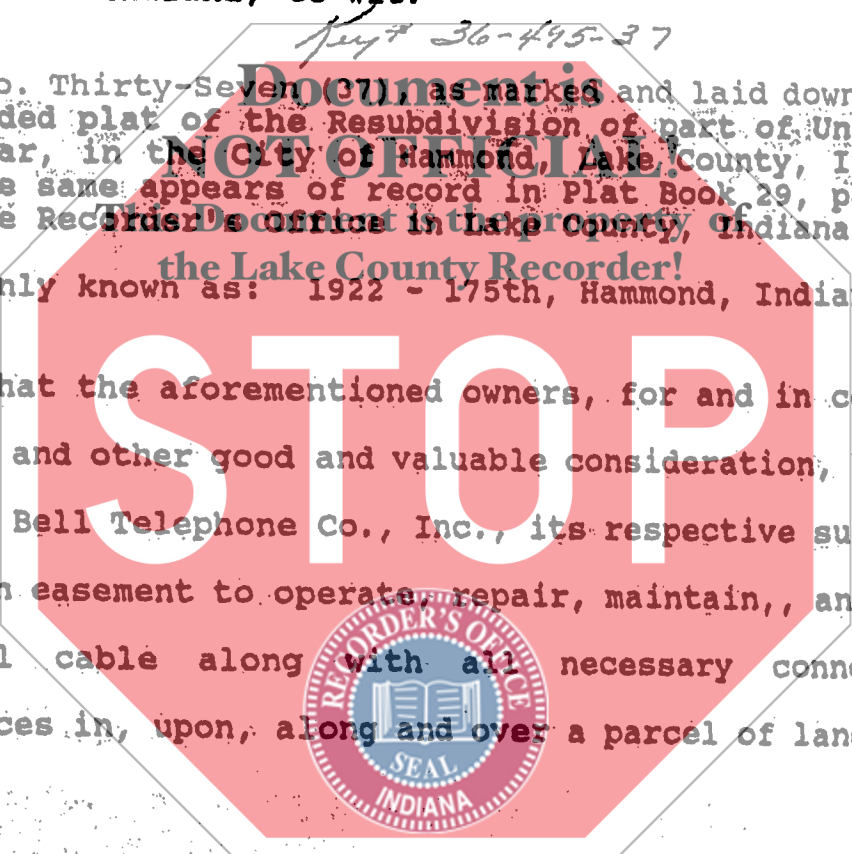
And that the aforementioned owners, for and in consideration of \$10.00, and other good and valuable consideration, hereby grant to Indiana Bell Telephone Co., Inc., its respective successors and assigns, an easement to operate, repair, maintain, and remove one (1) aerial cable along with all necessary connections and appurtenances in, upon, along and over a parcel of land designated as:

The east 7.5 feet of Lot No. Thirty-Seven (37), as marked and laid down on the recorded plat of the Resubdivision of part of Unit 2 of Woodmar, in the City of Hammond, Lake County, Indiana, as the same appears of record in Plat Book 29, page 49, in the Recorder's Office in Lake County, Indiana.

together with the right to enter upon the said easement for any and all of the purposes aforesaid. The grantors further warrant, that no permanent buildings shall be placed on said easement, but

Indiana Bell
5870 N College Ave
Indianapolis 46220

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STATE OF INDIANA
LAKE COUNTY
RECORDER'S OFFICE
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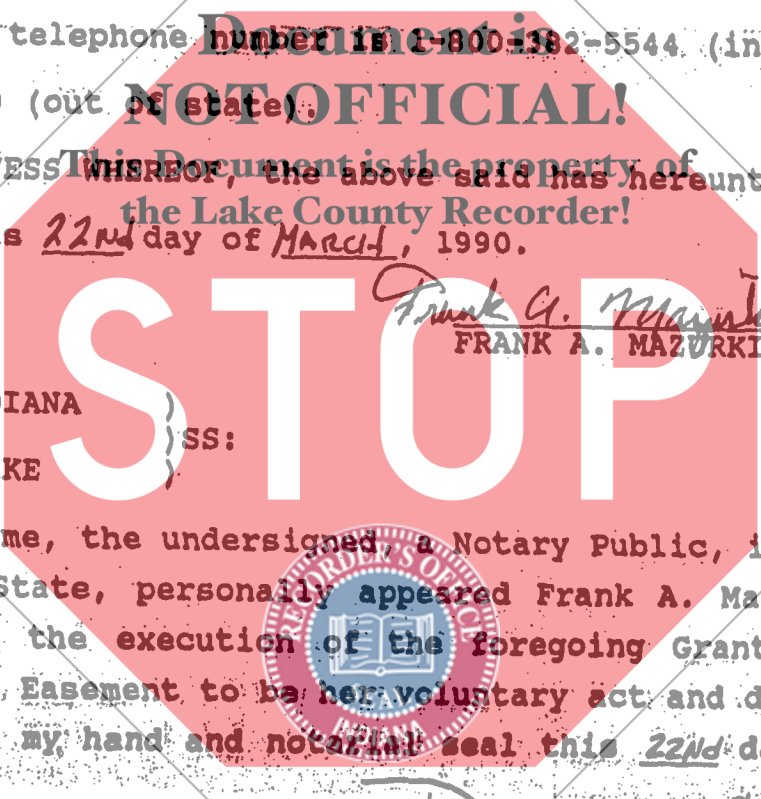
the grantees acknowledge that the same may be used for gardens, shrubs, fencing, landscaping, and other purposes that do not interfere with the use of said easement for such aerial cable purposes. Grantee further acknowledges that this grant of permanent easement is subject to the following conditions:

1. That any damages to personal property, including but not limited to fences, improvements, driveways, landscaping, growing crops, and timber lying within the easement shall be paid in full when damaged and grantee acknowledges that such damages are not included in the sums paid to secure the easement.

2. Grantor reserves the right to cross said easement with roads, driveways, field tile, and other utilities, including water, electricity, gas and sewer lines, both storm and sanitary, subject, however, to the following: (a) Grantor and his agents and contractors shall at all times exercise reasonable care to prevent damage to Grantee's cable or other facilities, and (b) Grantor shall give Grantee not less than 2 working days notice prior to engaging in any construction activities within 15 feet of the easement strip, so as to permit Grantee to locate its cable or other facilities, and Grantor shall permit Grantee to have a representative present during any such activities, and (c) has avoided excavating or digging directly where Grantee's representative has identified the cable or other facilities to be located, or, if that is not feasible, followed Grantee's representative's reasonable suggestions (such as hand excavation) to avoid damage to the cable or other facilities. The notice

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required under (a) above may be given directly to Grantee by calling Grantee (toll free) at 1-800-342-5678 or such other replacement number provided by Grantee to Grantor, or may given indirectly by calling a utility location service in which Grantee participates. For the purposes of this provision, notice to a utility location service in which Grantee participates shall be deemed notice to Grantee. Currently, Grantee participates in Indiana Underground Plant Protection Service, Inc., whose current (toll free) telephone number is 1-800-382-5544 (in state) and 1-800-428-5200 (out of state).



IN WITNESS WHEREOF, the above said has hereunto set her hand and seal this 22nd day of MARCH, 1990.

Frank A. Mazurkiewicz
FRANK A. MAZURKIEWICZ

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Frank A. Mazurkiewicz who acknowledges the execution of the foregoing Grant of Temporary Construction Easement to be her voluntary act and deed.

WITNESS my hand and notarial seal this 22nd day of MARCH, 1990.

Dwane E. Carden
Notary Public

My Commission Expires: 6/23/93
County of Residence: LAKE

DWANE E. CARDEN
NOTARY PUBLIC, STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. JUNE 23, 1993

This Instrument Prepared By: MICHAEL L. MUENICH
3235 - 45th Street
Highland, Indiana 46322
219/924-2640

