

UTILITY EASEMENT

U10-W3454-93
Parcel No: 20426

94002980

Tax Key No: 20-300-3
20-300-8

Easement No: 4765

National Steel Corporation

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 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 7, Township 36N, Range 7W, Township of Calumet, County of Lake, State of Indiana, more particularly described as follows:

An easement fifteen (15) feet in width beginning at the southwest corner of Section 7, Township 36 North, Range 7 West and the east right-of-way line of Clay Street in Lake Station, Indiana, said east right-of-way line is 40 feet east of the west line of said Section 7, thence north, lying east of, parallel and abutting the east right-of-way line of Clay Street for a distance of 2640 feet more or less. See Document No. 1828 for the description of the property. Exception Therefrom: (Nipsco Right-of-Way) Beginning at a point 180.4 feet south of the northwest corner of the southwest quarter of Section 7, Township 36 North, Range 7 West, thence north 180.4 feet. Also, beginning at a point 1506.78 feet south of the northwest corner of the southwest quarter, same Section, Township and Range, thence north 425.61 feet. Leaving the total length of the easement 2048.49 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, 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 15th day of September, 1993, at

Mishawaka, Indiana.

Milan J. Chestovich
Milan J. Chestovich
Assistant Secretary

Richard E. Newsted
Richard E. Newsted
Vice President, Chief Financial Officer and Secretary



STATE OF INDIANA)
COUNTY OF ST. JOSEPH)

SS Anna M. Untox
AUDITOR LAKE COUNTY

Personally appeared before me, a Notary Public, in and for said County and State, this 15th day of September, 1993, Milan J. Chestovich, Assistant Secretary and Richard E. Newsted, Vice President, Chief Financial Officer and Secretary, who acknowledged the execution of the above easement.

K. Monique McManus
Notary Public, K. Monique McManus
Resident of St. Joseph County

My commission expires 8/7/97
This instrument was prepared by R. Anthony Prather, Attorney

1772

STATE OF INDIANA
FILED
JAN 11 1994
CLERK
ST. JOSEPH