UTILITY EASEMENT

Job No. W3068-93 3 Parcel No. 20592

94002981

Tax Key No. 4-171-1

Easement No.

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, 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 22, Township 33N, Range 9W, Township of West Creek, County of Lake, State of Indiana, more particularly described as follows:

An easement ten (10) feet in width beginning at a point 124 feet north and 33 feet west of the east line of the southeast quarter of the northeast quarter of Section 22, Township 33 North, Range 9 West. Said starting point is 124 feet north and 33 feet west of the south line of the north 5 acres of the south 1/2 of the southeast quarter of the northeast quarter same township and range, thence west, lying north of, parallel and abutting the south line of Deere Addition Lot 1 as shown on Plat 47, Page 86 in the Office of the Recorder of Lake County, Indiana for a distance of 20 feet. See Document No. 91065113 and Plat Book 47, Page 86 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 paye for all damages to the Grantor's

The Grantee agrees to be responsible and paye 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 24 day of November, 1993, at Lowell, Indiana.

James M. Curless

STATE OF INDIANA

COUNTY OF Lake

Personally appeared before me, a Notary Public, in and for said County and etate, this 247 day of November, 1993, James M. & Doris J. Curless who acknowledged the execution of the above easement.

Notary Public,

Resident of LAKE County

My commission expires 4/23/97

This internal to pared by R. Anthony Prather, Attorney.

DEC 29 1993

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