

UTILITY EASEMENT

VX 4868

J.O: W3454-93
Parcel No. 20424

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94002982

Tax Key No. 20-300-1
20-300-22

NIPSC Easement No. 37931

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 a point on the north line of the southwest quarter 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 the above section, thence south, lying east of, parallel and abutting the east right-of-way line for a distance of 180 feet more or less. See Deed Record 356, Page 131 for the description of the property. Also, Beginning at a point 1081.17 feet south of the northwest corner of the southwest quarter of Section 7, Township 36 North, Range 7 West and the east right-of-way line of Clay Street, thence south, lying east of, parallel and abutting the east right-of-way line of Clay Street for a distance of 425.61 feet more or less. See Document No. 732598 for the description of the property. The total length of the easement being 606 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 5th day of November, 1993, at

Merrillville, Indiana.

S.P. Adik

S. P. Adik, Vice President



Nina M. Rausch
Nina M. Rausch, Secretary

RECORDED
NOV 11 11 43 AM '93
CLERK
DEC 29 1993
FILED
Notary Public
Lake County

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Personally appeared before me, a Notary Public, in and for said County and State, this 5th day of November, 1993, S. P. Adik Vice President and Nina M. Rausch, Secretary, both of Northern Indiana Public Service, Co. who acknowledged the execution of the above easement.

John R. Henry
Notary Public, John R. Henry
Resident of Lake County

My commission expires April 5, 1995
This instrument was prepared by R. Anthony Prather, Attorney

Joe