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STATE OF INDIANA
PUBLIC RECORDS

98073970

SEP 17 1998

TOWNHOME DEVELOPMENT UTILITY EASEMENT

This Townhome Development Utility Easement is entered into by the parties below ("Owners") for the purposes of providing utility easements in the Townhome Development described in this document.

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RECITALS
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- A. Joseph D. Nemej and Jane E. Nemej own the real estate described as Exhibit "A."
- B. James K. Lewis and Maryanna K. Lewis own the real estate described on Exhibit "B."
- C. The parties have determined that easements must be granted in addition to those set forth in the plat.
- D. The Owners wish to grant easements as provided in this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

- 1. Grant of Easements.
 - (a) Blanket Easements. The Owners encumber their parcel for the benefit of Owner and the owners of the other parcel split by metes and bounds descriptions and their successors, assigns, tenants, agents, employees, and invitees, with a perpetual, nonexclusive easement for the installation,

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SEP 17 1998

SAM ORLICH
RECORDER LAKE COUNTY

Return: Fleming Realty

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TICOR TITLE INSURANCE
Crown Point, Indiana
222/00-98-23

maintenance, and repair, testing, removal, and inspection of underground utility lines, systems, and facilities, including without limitation, all attachments, wires, cables, conduits, and all other fixtures or components at any time forming parts of or in connection therewith over the real estate owned by the Owners. This is a blanket easement for the initial placement of these utilities for mutual use by the Owners. The blanket easement on each Parcel will only serve the two parcels split off by metes and bounds descriptions on such Lot 7.

(b) Demarcated Easements. After a certificate of occupancy has been issued for each Parcel, the blanket easement on a Parcel on which the certificate of occupancy has been issued will be restricted to an easement or easements 20 feet wide, the center line of which runs along the center line of each utility placed in the Parcel. The demarcated easements on each Parcel will only serve the two parcels split off by metes and bounds descriptions on such Lot 7.

2. Exercise of Easement Rights. Any exercise of the rights granted under this Agreement will be conducted in such a manner as to cause no damage to any existing improvements, excepting damage which was promptly repaired by the person exercising its rights under this Agreement.

3. Future Utilities. All utilities installed after a certificate of occupancy is issued or both parcels must be placed within the then demarcated easements with the consent of the utilities using such easements, which consent will not be unreasonably withheld.

4. Easements to Run With The Land. The easements granted in this Agreement will be perpetual, nonexclusive easements, running with the land, for the benefit of the owners of the Parcels herein and their respective successors, assigns, agents, employees, tenants, and invitees.

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me the undersigned, a Notary Public for Lake County, State of Indiana, personally appeared James K. Lewis and Maryanna K. Lewis, and acknowledged the execution of this instrument this 10 day of Sept, 1998.

My Commission Expires:
County of Residence:

10/22/01
Polite  _____, Notary Public

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This instrument was prepared by:

Todd A. Etzler
Burke Costanza & Cuppy LLP
15 N. Franklin, Suite 200
Valparaiso, IN 46383-4859



EXHIBIT "A"

That part of Lot 7 in Ellendale Farm, Unit Two, in the City of Crown Point, as per plat thereof, recorded in Plat Book 84 page 30, in the Office of the Recorder of Lake County, Indiana, described as follows: Beginning at the Northwest corner of said Lot; thence Northeasterly along the Northwesterly line of said Lot, having a radius of 189.03 feet convex Southerly and a chord bearing of North 71 degrees 18 minutes 17 seconds East, a distance of 51.11 feet to a point; thence South 26 degrees 17 minutes 18 seconds East, a distance of 135.65 feet to a point on the Southerly line of said Lot; thence South 62 degrees 15 minutes 57 seconds West, a distance of 90.22 feet along the Southerly line to the Southwest corner of said Lot; thence North 10 degrees 56 minutes 57 seconds West, a distance of 150.00 feet along the Westerly line to the Northwest corner of said Lot; also being the point of beginning, in Lake County, Indiana, commonly known as 964 Ryan Court, Crown Point, Indiana 46307.

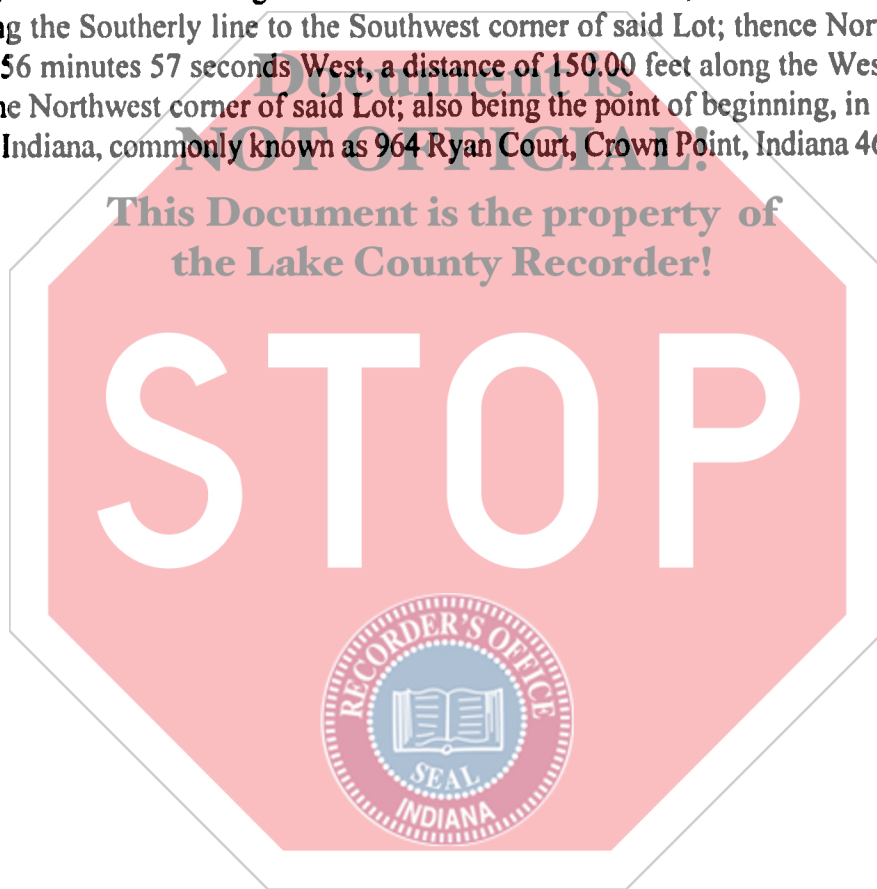


EXHIBIT "B"

That part of Lot 7 in Ellendale Farm, Unit Two, in the City of Crown Point, as per plat thereof, recorded in Plat Book 84 page 30, in the Office of the Recorder of Lake County, Indiana, described as follows: Commencing at the Northwest corner of said Lot; thence Northeasterly along the Northwesterly line of said Lot, having a radius of 189.03 feet convex Southerly and a chord bearing of North 71 degrees 18 minutes 17 seconds East, a distance of 51.11 feet to the point of beginning; thence continuing along the Northerly line of said Lot, having a radius of 189.03 feet convex Southerly and a chord bearing of North 54 degrees 31 minutes 12 seconds East, a distance of 59.64 feet to the Northeast corner of said Lot; thence South 44 degrees 31 minutes 09 seconds East a distance of 150.00 feet along the Easterly line to the Southeast corner of said Lot; thence South 2 degrees 15 minutes 57 seconds West, a distance of 105.59 feet along the Southerly line of said Lot to a point; thence North 25 degrees 17 minutes 18 seconds West, a distance of 135.65 feet to the point of beginning, in Lake County, Indiana, commonly known as 966 Ryan Court, Crown Point, Indiana 46307.

