

STATE OF INDIANA
FILED
GRANT OF UTILITY EASEMENT

2000 056317

2000 AUG -8 AM 10:21

2
KNOW ALL MEN BY THESE PRESENTS: The undersigned, GRIMMER FAMILY LIMITED PARTNERSHIP hereinafter called the "Grantor", in consideration of the receipt of One Dollar (\$1.00) and other consideration, receipt of which is hereby acknowledged, hereby grants unto NIPSCO and Indiana Bell Telephone Company, herein called "Grantees", their respective successors and assigns, a non-exclusive right-of-way and easement to install, construct, erect, operate, maintain, repair, replace, renew, supplement, and remove, at any time or times hereafter such utility and service systems or facilities consisting of conduit, cables, wire, piping, connections, valves, terminals, manholes, and other fixtures and appurtenances as they may from time to time require or deem proper therefor, in, under and upon a strip of land located in the east half of the southwest quarter of Section 33, Township 36 North, Range 9 west, North Township, Lake County, Indiana, more particularly described as follows:

Fifteen (15) Foot Easement within 60 Foot Pipeline Easement:

The East 15.00 feet of the West 60.00 feet, by parallel lines, of Lot 4, Highland Corporate Center, an addition to the Town of Highland as recorded in Plat Book 88, Page 33, in the Office of the Recorder, Lake County, Indiana.

Ten Foot (10') by Ten Foot (10') Easement:

The North 10.00 feet of the East 10.00 feet of the West 70.00 feet, all by parallel lines, of Lot 4, Highland Corporate Center, an addition to the Town of Highland, as recorded in Plat Book 88, Page 33, in the Office of the Recorder of Lake County, Indiana.

Grantor also grants a right of ingress and egress over and across said strip of land and the real estate adjacent to said strip for the purpose of exercising the rights herein granted.

Grantee agrees to be responsible and pay for all damages to the Grantor's property that had been caused by the construction and maintenance of said utility systems and facilities.

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 commenced.

FILED

AUG 8 2000

PETER BENJAMIN
LAKE COUNTY AUDITOR

00615

1200
RC

C.S.

The Grantor reserves for itself, and its beneficiaries, partners, both general and limited, its agents, successors and assigned and successor owners and users, after completion and installation of said utility systems and facilities, the full use of the strip of land and real estate which is not inconsistent with the existence and maintenance of said utility systems but does agree to notify the Grantee of any proposed change in elevation or grade within the area of said easement.

Witness my hand this 1 day of August, 2000 at Highland, Indiana.

GRIMMER FAMILY LIMITED PARTNERSHIP

Document is NOT OFFICIAL!

BY: [Signature]
GREGOR G. GRIMMER, SR.
General Partner

STATE OF INDIANA)

) SS:

COUNTY OF LAKE)

On this 8TH day of August, 2000, before me, JOHN C. DUDLICK, Notary Public in and for said County and State, personally appeared Gregory G. Grimmer, Sr., known to me to be the General Partner of Grimmer Family Limited Partnership and acknowledged that he executed the foregoing instrument as the General Partner in the name of and for and on behalf of the said Grimmer Limited Family Partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.



[Signature]
JOHN C. DUDLICK, Notary Public

My Commission Expires: 7-20-06

My County of Residence: LAKE

This instrument prepared by: David K. Ranich, 720 W. Chicago Avenue, #238, East Chicago, IN 46312