STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2005 046092

CROSS REFERENCE TO: Inst.# 2004-051678 & 2005-000610

2005 JUH - 6 AN IO: 24

MICHAEL A. SPOWN

# SBC INDIANA EXCLUSIVE EASEMENT

UNDERTAKING 5378191	EASEMENT 194704	
R/W REQUEST NUMBER34899		

For a valuable consideration of one dollar (\$1.00), receipt of which is hereby acknowledged, the undersigned Peoples Bank as Trustee Tr#10351 (Grantor) hereby grants and conveys to Indiana Bell Telephone Company, Incorporated dba SBC Indiana, an Indiana Corporation, and its affiliates and licensees, successors and assigns (collectively "Grantees") an exclusive easement in, under, over, upon and across the Easement Area (described below), for the purposes of and in order to construct, reconstruct, modify, supplement, maintain, operate and/or remove facilities for the transmission of signals used in the provision of communication, video and/or information services and/or any other services or uses for which such facilities may be used including, but not limited to, poles, guys, anchors, and messenger strand, equipment cabinets or enclosures and support posts or pads, cables, wires, pedestals or other above-ground cable or wire enclosures, marker posts and signs, and other related or useful equipment, fixtures, appurtenances and facilities, together with the right to have commercial electrical service extended across the Property (described below) and Easement Area to provide service to such facilities and the right of ingress and egress across the Property and the Easement Area for the purpose of access to and use of the easement granted herein.

The Property is legally described as:

JUN - 6 2005

Outlot "A" in Prairie Creek, Phase One, a Planned Unit Development wether AUDITE of Merrillville, Lake County, Indiana as recorded on page 62 in Plat Book 96 at the Office of the Recorder of Lake County, Indiana, said development being situated in the Northeast Quarter and the Northwest Quarter of Section Eighteen (18) in Township Thirty-five (35) North of Range Eight (8) West of the Second Principal Meridian, Lake County, Indiana.

The Easement Area is legally described as:

A part of Outlot "A" in Prairie Creek, Phase One, a Planned Unit Development to the Town of Merrillville, Lake County, Indiana as recorded on page 62 in Plat Book 96 at the Office of the Recorder of Lake County, Indiana, said development being situated in the Northeast Quarter and the Northwest Quarter of Section Eighteen (18) in Township Thirty-five (35) North of Range Eight (8) West of the

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Second Principal Meridian, Lake County, Indiana, being more particularly described as follows:

Commencing at the center of said Section Eighteen (18); thence North 88 degrees 01 minute 38 seconds West (recorded basis of bearings) along the south line of the Northwest Quarter of said Section Eighteen (18), 91.50 feet to the southwest corner of said Prairie Creek, Phase One, a Planned Unit Development; thence North 00 degrees 05 minutes 07 seconds West along the westerly line of said Prairie Creek, 40.03 feet; thence South 88 degrees 01 minute 38 seconds East along the south line of aforesaid Outlot "A", 15.01 feet; thence North 00 degrees 05 minutes 07 seconds West, 10.01 feet to the POINT OF BEGINNING: thence continuing North 00 degrees 05 minutes 07 seconds West, 30.00 feet; thence North 89 degrees 54 minutes 53 seconds East, 20.00 feet; thence South 00 degrees 05 minutes 07 seconds East, 30.72 feet; thence North 88 degrees 01 minute 38 seconds West, 20.01 feet to the point of beginning, containing 607.19 square feet (0.01 acre), more or less.

Subject to all easements, rights of way and restrictions of record.

The Grantor represents and warrants to the Grantee that Grantor is the true and lawful owner of the Property and has full right and power to grant and convey the rights conveyed herein.

Grantee hereby agrees to restore all property disturbed by its activities in use of the easement to the condition existing prior to the disturbance. Grantee also agrees to place all facilities facing east.

Grantee shall have the right to remove or trim such trees and brush in the Easement Area as is necessary to exercise the rights conveyed herein.

The Grantor shall not construct improvements in the Easement Area or change the finish grade of the Easement Area without the consent of the Grantee.

The Grantor agrees that, due to the exclusive nature of the grant herein conveyed, no other use of the Easement Area shall be made by anyone, including Grantor, without the consent of the Grantee.

This Easement is binding upon and shall inure to the benefit of the heirs, successors, assigns, and licensees of the parties hereto.

With our hands this 13TH day of MAY	, 2005, at <i>LAKE</i>
County, Indiana	, , , , , , , , , , , , , , , , , , ,
GRANTOR: Peoples Bank as Trustee Tr#10351	
By: Att C	By: S. Coole
Title: MEIUBER	Title: menber
Printed: KEWIJEKH Mativey	Printed: Scott Reder

By:	
Title:	
Printed:	
State of <u>Indiana</u> )  County of <u>Lake</u> )	ss:
Personally appeared before me	e, a Notary Public, in and for said County and State,
this $13+h$ day of $Ma$	, 2005
,	
Who acknowledged the execution o  JESSICA L. ROMAN  Lake County  My Commission Expires  May 14, 2009	f the above easement.  Some L. Rome, Notary Public
My commission expires: 14	My County of Residence: Lake
This document was drafted by the SBC Indiana Right-of-Way Departr Scott Ostermeier	ment is the Address of Grantee: SBC Indiana Right-of-Way Department
220 N. Meridian St., Rm. 303 Indianapolis, Indiana 46204	220 N. Meridian St., Rm. 303 Indianapolis, Indiana 46204
	SEAL MOIANA MINISTRA SOLUTION OF THE SOLUTION

THIS INSTRUMENT is executed by the undersigned Trustee, not personally but solely as Trustee under the terms of that certain agreement dated the 10<sup>th</sup> day of June 2004, creating Trust No. 10351; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended not as personal covenants, undertakings, representations and agreements of the trustee, individually or for the purpose of binding it personally, but this instrument is executed and delivered by Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank as trustee, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank, on account hereof, or on account of any covenant, undertaking, representation or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof. Nothing contained herein will be construed as creating any liability on said Trustee, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA) or the Indiana Responsible Property Transfer Law ("RPTL") as amended from time to time or any other federal, state or local law, rule or regulation. Said Trustee, personally, is not a "Transferor" or "Transferee" under RPTL and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument. IN WITNESS WHEREOF, Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank has caused its name to be signed to these presents by its Vice-President and Trust Officer and attested by its Administrative Secretary the day and year first above written.

the Lake County Recorder!

Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank as Trustee aforesaid and not personally,

Randall H. Walker

Vice-President and Trust Officer

ATTEST:

Melissa Richter

Administrative Secretary

State of Indiana )

) SS:

County of Lake )

I, Brianne N. Susko, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Randall H. Walker and Melissa Richter of PEOPLES BANK SB, an Indiana Corporation, f/k/a Peoples Bank, A Federal Savings Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Trust Officer and Administrative Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of the said Indiana Corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6<sup>th</sup> day of May, 2005.

My Commission Expires:

<u>December 1, 2010</u>

Resident of Porter County

Souanne h Dusha Notary Public Signature

Brianne N. Susko Notary Public

## LEGEND:

IRON PIPE FOUND OUTSIDE DIAMETER

REFERENCE CORNER REFERENCE LINE DEED RECORD

5/8" REBARECORDED
MEASURED

ISF

IRON STAKE/CAP FOUND 5/8" REBAR SET/CAP

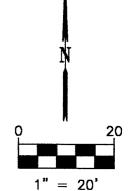
#### **EXHIBIT** "A" PROPOSED EASEMENT

AREA = 607.19 SQ. FT. (0.01 AC. ±) DATE: APRIL 27, 2005

THIS PLAT WAS PREPARED FROM DOCUMENTATION RECORDED AT THE RECORDERS OFFICE OF LAKE COUNTY, INDIANA AND MEASURURED BY FIELD SURVEY.

#### **DENOTES:**

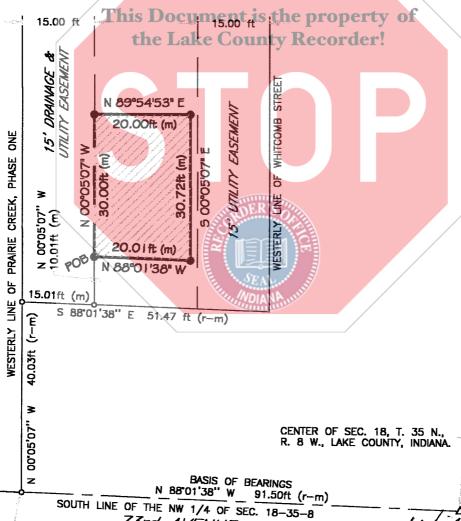
5/8 INCH DIAMETER REBAR STAKE SET WITH ORANGE CAP STAMPED SBC EASEMENT (EASE)



EASEMENT DESCRIPTION: A part of Outlot "A" in Prairie Creek, Phase One, a Planned Unit Development to the Town of Merrillville, Lake County, Indiana as recorded on page 62 in Plat Book 96 at the Office of the Recorder of Lake County, Indiana, said development being situated in the Northeast Quarter and the Northwest Quarter of Section Eighteen (18) in Township Thirty—five (35) North of Range Eight (8) West of the Second Principal Meridian, Lake County, Indiana, being more particularly described as follows:

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Subject to all easements, rights of way and restrictions of record.



73rd AVENUF

SW COR. OF PRAIRIE CREEK, PHASE ONE, A PLANNED UNIT DEVELOPMENT TO THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA PLAT BOOK 96, PG. 62.

WILLIAM LEE MAURER INDIANA L.S. No. 80040367 DATE: APRIL 27, 2005

REVISED DATE: MAY 19, 2005

#### PREPARED BY:

## KAMTEL, INC.

920 15th STREET SOUTH WISCONSIN RAPIDS, WI. 54494

PHONE: (715) 424 4728 (715) 424 4373

PREPARED FOR:

### **SBC AMERITECH**

WORK ORDER: #5378191 EXCH. # N42162 MERRILLVILLE, IN. WLM JOB No. 0504045

