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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2006 011159

2006 FEB 10 PM 2:40

MICHAEL A. BROWN
RECORDER

GRANT OF EASEMENT

This Grant of Easement is made between 1166 Joliet Street, L.L.C. (Grantor), and Lizgio, LLC, an Indiana Limited Liability Company (Grantee).

In consideration of the sum of Ten Dollars (\$10.00) paid by the Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby convey and warrant to the Grantee, its successors and assigns, the easement and rights, from time to time, to lay, construct, reconstruct replace, renew, operate, maintain, and repair a roadway and underground utilities:

All that part of the NE 1/4 of the NW 1/4 of Section 18, Township 35 North, Range 9 West of the 2nd P.M., Lake County, Indiana, lying South of the Southerly right-of-way line of the Public Highway known as the Lincoln Highway and East of a straight line that intersects the South line of said NE 1/4 of the NW 1/4 of said Section 18 at the distance of 66.6 feet West of the Southeast corner of said NE 1/4 of the NW 1/4, and intersects the center line of said Lincoln Highway at a distance of 67.9 feet Northwesterly from the East line of said NE 1/4 of the NW 1/4 as measured along said center line of the Lincoln Highway, situated in the County of Lake, State of Indiana. Key No. 14-0003-08.

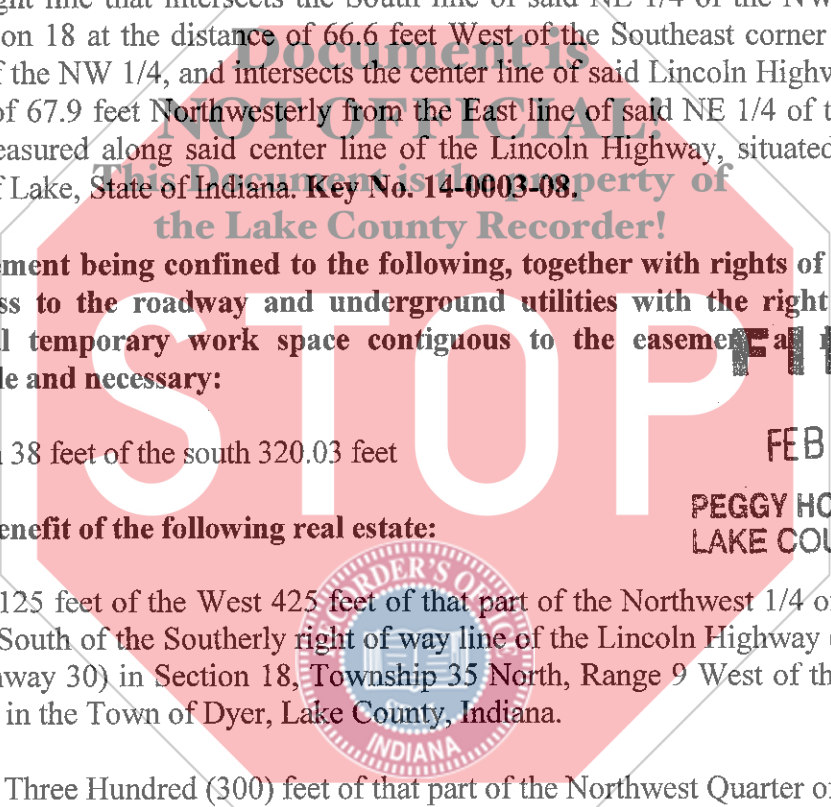
This easement being confined to the following, together with rights of ingress and egress to the roadway and underground utilities with the right to use additional temporary work space contiguous to the easement as may be reasonable and necessary:

The North 38 feet of the south 320.03 feet

For the benefit of the following real estate:

The East 125 feet of the West 425 feet of that part of the Northwest 1/4 of the Northeast 1/4 lying South of the Southerly right of way line of the Lincoln Highway (also known as U.S. Highway 30) in Section 18, Township 35 North, Range 9 West of the 2nd Principal Meridian, in the Town of Dyer, Lake County, Indiana.

The West Three Hundred (300) feet of that part of the Northwest Quarter of the Northeast Quarter of Section Eighteen (18), Township Thirty Five (35) North, Range Nine (9) West of the 2nd P.M., lying South of the Lincoln Highway, all in Lake County, Indiana, containing 4 acres, more or less, excepting that part deeded to the State of Indiana in Warranty Deed recorded June 2, 1992 as Document No. 92034990, as follows:



FILED

FEB 10 2006

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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A part of the Northwest Quarter of the Northeast Quarter of Section 18, Township 35 North, Range 9 West, Lake County, Indiana, described as follows:

Beginning on the West line of said Quarter-Quarter Section South 02 degrees 55 minutes 10 seconds East 713.21 feet from the Northwest corner of said Quarter-Quarter Section, which point of beginning is on the Southern boundary of U.S. 30; thence South 81 degrees 58 minutes 55 seconds East 162.20 feet along the boundary of said U.S. 30; thence North 84 degrees 50 minutes 40 seconds West 100.12 feet; thence North 77 degrees 23 minutes 11 seconds West 62.40 feet to the point of beginning.

Key number 14-0003-027

TO HAVE AND TO HOLD such easement and rights unto Grantee, its successors and assigns forever.

GRANTOR and its predecessors, heirs, successors and assigns shall have the right to fully enjoy the land.

GRANTOR and GRANTEE shall share, equally, the cost of constructing and maintaining a roadway upon the easement. No obstructions shall be erected or permitted upon either the Grantor's or the Grantee's premises which will in any way interfere with the rights granted by this Agreement. Each party shall maintain, at all times, insurance against claims for personal injury and property damage in an amount to be mutually agreed upon. All such parties shall name both parties as insureds. Notwithstanding anything to the contrary contained in this Agreement, no breach hereunder shall entitle any party to cancel, rescind, or otherwise terminate this Agreement.

GRANTOR or GRANTEE shall pay for any damages to drain tiles, fences, structures, facilities, utilities, pavement, curbs, gutters, pipes, pipe lines, improvements, or buildings on either party's real estate, which may arise from the negligent exercise, construction, repair and maintenance of the easement and rights hereby granted.

GRANTOR and its predecessors, heirs, successors and assigns reserve the right to use the roadway and connect to the underground utilities without reimbursement, subject to any permits or approvals which any governing body may require.

THE UNDERGROUND UTILITIES shall be laid or constructed on a route selected by Grantee within the easement area, subject to the approval of the Grantor, which approval shall not be withheld unreasonably.

THIS GRANT embodies the entire agreement between Grantor and Grantee concerning the subject matter hereof. The easement and rights hereby granted shall be assignable by Grantee in whole or in part, and they as well as the covenants herein, shall bind and inure to the benefit of the predecessors, heirs, successors and assigns of the Grantor and the heirs, successors and assigns of the Grantee.

THIS GRANT is subject to the rights of the Wolverine Pipe Line Company and to all other

conditions, covenants and restrictions of record.

IN WITNESS WHEREOF, 1166 Joliet Street, L.L.C. has caused this Grant of Easement to be signed by its Member, as and for the act and deed of said company, this 31 day of January, 2006

1166 Joliet Street, L.L.C.

By: Robert B. Golding, Jr.
Member

STATE OF INDIANA)
) S.S.
COUNTY OF LAKE)

Before me, the undersigned Notary Public in and for said county and state, personally appeared Robert B. Golding, Jr., personally known to me to be the member of 1166 Joliet Street, L.L.C., who in my presence signed and acknowledged the execution of the foregoing Grant of Easement, and delivered said instrument as the free and voluntary act of 1166 Joliet Street, L.L.C., for the uses and purposes set forth therein.

WITNESS My hand and Notarial Seal this 31st day of January, 2006.

My Commission Expires:

12-09-11

My Residence is
County, Indiana

LAKE

Signature of Notary

Printed Name of Notary

KEVIN J. ZAREMBA
Lake County
My Commission Expires
December 9, 2011



Prescribed by the
State Board of Accounts
(2005)

County form 170

Declaration


This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security number in attached document.
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.




Signature of Declarant

Robert B. Golding, Jr.
Printed Name of Declarant

Robert B. Golding, Jr.

9250 Columbia Ave., E-2

Munster, IN 46321

