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MICHAEL A. BROWN
RECORDER

CROSS REFERENCE in accordance with Indiana Code §32-23-2-5, Real Estate acquired by the Grantor by Deed recorded as Docket No. 2000 051484 on the 21st day of July, 2000, in the Office of the Recorder of Lake County, Indiana.

UTILITY EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this 12 day of September, 2006, by **MERRILL POINT CENTER, LLC**, having an office for the transaction of business at 9101 Taft Street, Merrillville, Indiana 46410 (hereinafter referred to as the "Grantor") for the benefit of **PATRICK J. AND CAROLYN J. SCHACKI**, P.O. Box 404, Valparaiso, Indiana 46384 (hereinafter referred to as the Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner and has title to the following described real estate located in Lake County, Indiana:

Part of Lot 8, Twin Acres, Phase 1, as per plat thereof, recorded in Plat Book 87 page 71, in the Office of the Recorder of Lake County, Indiana, described as follows: Beginning at the Southwest corner of said Lot 8; thence North 00°00'24" West along the West line of Lot 8, in said Twin Acres, Phase 1, 392.42; thence continuing along said West line, South 89°39'09" East, 15.00 feet; thence South 00°00'24" East, 392.42 feet to the South line of said Lot 8; thence North 89°38'09" West along said South line, 15.00 feet to the point of beginning.

which real estate is hereinafter described as "Easement Parcel".

WHEREAS, Grantees are the owner of the following described Real Estate:

Lot 3, Arbor Subdivision, as per plat thereof, recorded in Plat Book 83 page 5, in the Office of the Recorder of Lake County, Indiana

WHEREAS, Grantee desires and needs an easement from Grantor for utilities, including but not limited to water, electric, natural gas and telecommunications.

FILED

SEP 25 2006

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

19577

JH
4/886

NOW, THEREFORE, for good and valuable consideration of Ten Dollars (\$10.00) and the mutual covenants and promises contained herein, it is agreed as follows:

1. **Easement.** Grantor does hereby grant, assign, and convey and set over to Grantee a non-exclusive perpetual easement for underground utilities in, under, over and across the Real Estate, the legal description of which is described herein as the "Easement Parcel".

2. **Uses.** Grantee is granted a perpetual easement in, under, over and across the real estate described herein as "Easement Parcel" for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying and adding to from time to time, underground lines, conduit, pipes, together with all necessary fittings, valves, hydrants, meters, appurtenances and attached facilities, including underground service pipes and laterals and connections for the transmission and distribution of water, natural gas, telecommunications, and/or electric.

Grantee, its successors and assigns, shall further have the right to (i) enter in and upon the real estate described above with men and machinery, vehicles and material at any and all times for the purpose of maintaining, repairing, renewing or adding to the aforesaid lines conduit and/or pipes and attached facilities, (ii) remove trees, bushes, undergrowth and other obstructions interfering with the activities authorized herein, and (iii) for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.

3. **Non-Exclusive Easement.** The easement granted by the Grantor to the Grantee herein is not exclusive. The right of the Grantor to freely use and enjoy its interest in the real estate is reserved to the Grantor, its successors and assigns insofar as the exercise thereof does not endanger or interfere with Grantee's exercise of the rights granted to Grantee herein.

4. **Term.** Grantee and its successors and assigns shall have and hold said easement rights described herein forever according to the terms and conditions contained herein.

5. **Easement to Run with the Land.** This grant of easement shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors, or assigns.

6. **Maintenance of Easement.** Grantees and their successors and assigns are responsible for maintaining the landscaping and mowing the grass within the Easement Parcel and also that portion of the land lying directly east of the easement parcel and west of the existing driveway on Lot 8. Said additional land varies in width from 5 feet to 15 feet.

7. **Restoration of Surface.** Grantees and their successors and assigns agree

to be responsible for any restoration to the surface of the Easement Parcel and any adjoining easements owned by the Grantor required as a result of the activities of the Grantee in utilizing the easements granted hereunder.

8. **Insurance.** Both parties shall carry adequate liability insurance on the property described in an amount no less than One Million Dollars.

9. **Defaults.** In the event that Grantee, its successors and assigns, fail to cure any default or violation of the provisions of this Easement after five (5) days' written notice from Grantor or its successors and assigns of the existence of a default or violation, the Grantee shall be subject to a suit by the Grantor for actual damages sustained by the Grantor. In any such action, the prevailing party shall be entitled to reasonable attorney fees and costs.

10. **Grantor's Covenants and Representations.** The Grantor does covenant and represent to the Grantee as follows:

A. That the Grantor is the owner in fee simple of the real estate hereby subjected to said easement and has good title to convey the same. In accordance with Indiana Code 32-23-2-5(a) Grantor acquired said real estate by deed recorded in the Office of the Recorder of Lake County, as document #2000 051484, on the 21st day of July, 2000.

B. That the real estate hereby subjected to said easement is subject to a mortgage at People's Bank.

11. This instrument is construed according to Indiana law.

IN WITNESS WHEREOF, the Grantor has hereto executed this Easement Agreement the date and year first above written.

GRANTOR:

MERRILL POINT CENTER, LLC

By: _____


Donald Weiss, Manager



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

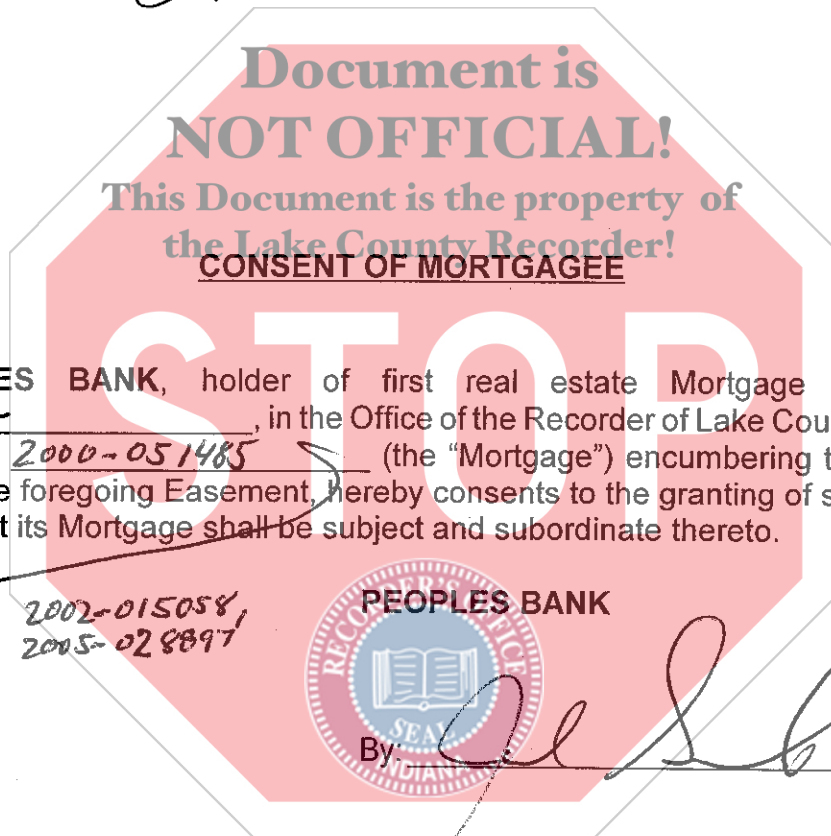
BEFORE ME, the undersigned, a Notary Public, in and for said County and State, this 12 day of September, 2006, personally appeared Donald Weiss and as the Manager of Merrill Point Center, LLC organized under the laws of the State of Indiana, duly acknowledged the execution of the above and foregoing instrument for and on behalf of said Merrill Point Center, LLC. as Manager, as aforesaid and as its voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.


KAREN GARD Notary Public

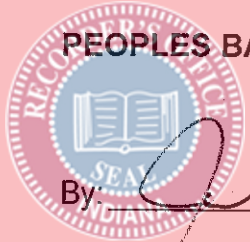
My Commission Expires: 12-10-06

County of Residence: Lake



PEOPLES BANK, holder of first real estate Mortgage recorded on July 2/2000, in the Office of the Recorder of Lake County, Indiana as Instrument No. 2000-051485 (the "Mortgage") encumbering the real estate described in the foregoing Easement, hereby consents to the granting of said Easement and agrees that its Mortgage shall be subject and subordinate thereto.

and amended 2002-015058,
2002-015059, 2005-028897



PEOPLES BANK

By: 

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, this 21st day of September, 2006, personally appeared Joel Gorence and as the President of Peoples Bank, and duly acknowledged the execution of the above and foregoing instrument for and on behalf of said Peoples Bank as aforesaid and as its voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Bonnie Connor
Notary Public

My Commission Expires: 2/24/08

County of Residence: Lake

Grantees, by execution of this Agreement, agrees to be bound by all of the terms, covenants and conditions of this Utility Easement.



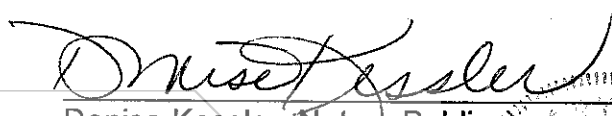
[Signature]
PATRICK J. SCHACKI

[Signature]
CAROLYN J. SCHACKI

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, this 15th day of September, 2006, personally appeared Patrick J. Schacki and Carolyn J. Schacki and duly acknowledged the execution of the above and foregoing instrument as their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.


Denise Kessler, Notary Public

My Commission Expires: June 25, 2008
County of Residence: Porter



Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.


Printed Name: Richard E. Anderson

This instrument prepared by: Richard E. Anderson, #2408-45
Anderson & Ward, P.C.
9211 Broadway
Merrillville, IN 46410
(219) 769-1892