

FILED

APR 23 1990

096664

*Ann N. Anton*

F450 HK-32A

*Land Acquisitions  
775 Executive Dr 105  
Aurora IL 60504  
March 1*

THIS GRANT ~~was made~~ ~~on~~ 30<sup>th</sup> day of March,  
Nineteen Hundred and Ninety (1990),

BETWEEN THE PENN CENTRAL CORPORATION, a corporation of the Commonwealth of Pennsylvania, having an office at One East Fourth Street, Cincinnati, Ohio 45202 (hereinafter called Grantor), and American Telephone and Telegraph Company, a New York corporation, having an address of One North Wacker Drive, Chicago, Illinois 60606 (hereinafter called Grantee);

WITNESSETH that the said Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00), lawful money of the United States, and other valuable consideration paid by said Grantee, does hereby Grant, insofar as its title permits it so to do, without covenants or warranties of any kind, unto the said Grantee, its successors or assigns, a permanent easement for installation and construction via the open cut or bore method of one 4-inch steel pipe containing one fiber optic lightguide cable crossing (containing not more than 200 fibers), (hereinafter called FACILITIES), over, across and at least six (6) feet beneath the surface of the premises, as described in Schedule "A", attached hereto and made a part hereof together with the right and privilege to thereafter maintain, use, renew, repair, remove and replace said FACILITIES under and subject to the covenants and conditions hereinafter provided. Any future addition of fiber optic lightguide cable in said easement will be restricted to a total of double the aforementioned lightguide cable size (200 fibers) for a total of four hundred (400) fibers.

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EXCEPTING AND RESERVING, however, to Grantor all existing wire and pipe or duct line agreements, occupancies and licenses, if any, between Grantor and other parties, together with the right to convert said agreements, occupancies and licenses into permanent easements at any time, and convey such easements to the occupant without securing approval of the Grantee herein. Grantor specifically reserves and retains all rentals, fees and considerations resulting from such agreements, occupancies, licenses and easement conversions. Grantee agrees, at its sole cost and expense, to protect all such existing occupations during construction, maintenance, repair, renewal and removal of the FACILITIES.

EXCEPTING AND RESERVING, also to Grantor the right to cross the easement area with roadways, trails, wire lines, power transmission lines, pipelines and any other occupations that might be required on the surface, above the surface or under the surface of the easement right granted herein, together with the right to grant easements to others for such purposes without securing approval of Grantee herein, provided that such crossings, occupations or easements do not unreasonably interfere with Grantee's use and enjoyment of the rights herein granted, or endanger Grantee's facilities.

BY THE EXECUTION and delivery of this instrument, Grantee accepts the following specific covenants, conditions and obligations pertinent to the easement parcel described in the preceding Schedule:

1. it will bear all cost and expense in connection with the construction, maintenance, repair, alteration, renewal and removal of said FACILITIES.
2. it will confine all construction, maintenance, repair and renewal work entirely to the limits of the permanent and temporary easement areas conveyed.

STATE OF INDIANA/S. MC.  
LAKE COUNTY  
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3. it will, upon completion of the construction of FACILITIES backfill the easement area, and compact and restore the premises to its original grade with at least six (6) feet of cover.

4. it will at all times be obligated to promptly and properly maintain, repair and renew said FACILITIES as necessary for the protection and safeguarding of Grantor's property.

5. it will comply with all Federal, State and local laws and ordinances, and assume all cost, expense and responsibility in connection therewith without any liability whatsoever on the part of the Grantor.

6. it will replace all ditches, water courses, tile drains and sewers interfered with in the laying, construction or maintenance of said FACILITIES to their former condition of usefulness, and in the event of the settling of the earth causing sewer or tile drains to settle, replace the same so as to put them in the same condition as they were at the time they were disturbed when laying, constructing or maintaining said FACILITIES.

7. it will at all times indemnify, protect and save harmless Grantor from and against any and all damages, costs, losses, detriments, suits, claims, demands and/or expenses resulting from any and all losses of life or damage or injury to persons or property occasioned by any act or omission in the construction, maintenance, alteration, repair, renewal, use, operation and removal of Grantee's FACILITIES which Grantor may directly or indirectly suffer or be subjected to, whether such damages, costs, losses, detriments, suits, claims, demands and/or expenses be suffered or sustained by other persons, contractors, corporations, etc., including Grantee, its employees and agents, who may seek to hold Grantor liable therefore.

8. it will construct the FACILITIES as hereinabove provided within two years from the date of this Grant, and if not constructed within said period of time, all right, title and interest of Grantee hereunder shall cease and terminate, and this grant shall thereupon become null and void.

9. if and when the FACILITIES covered hereby are removed or abandoned, and abandonment shall be determined to be cessation of use for a minimum period of 12 consecutive months, all right, title and interest of Grantee, its successors and assigns, hereunder shall cease and terminate, and this grant shall thereupon become null and void, without any liability on the part of either party to the other party except as to liability accrued prior thereto; whereupon Grantee shall (a) remove its FACILITIES and appurtenances from the former easement areas and restore the property of Grantor to a condition satisfactory to Grantor, and (b) deliver to GRANTOR a full and complete release of this Grant of Easement in recordable form. If Grantee fails or refuses to remove its FACILITIES and appurtenances and deliver the required release within one hundred eighty (180) days after requested so to do by Grantor, Grantor shall have the right and privilege to remove said FACILITIES and appurtenances at the cost and expense of Grantee, which full cost and expense Grantee agrees to pay to Grantor within ten (10) days after receipt of a bill therefore, and upon completion of the removal of all FACILITIES and appurtenances from the easement areas by Grantor, said Grant of Easement shall terminate as fully and completely as though said easement had never been granted.

10. it will hold Grantor harmless from assessment, taxes or charges of any kind made against Grantor, or its property, by reason of the construction of said FACILITIES of Grantee, and if assessed, taxed or charged, Grantee agrees to pay to Grantor within ten (10) days after receipt of a bill therefore (a) the full amount of any assessments, taxes or charges of any kind levied, charged, assessed or imposed against Grantor, or its property, by reason of the construction of said FACILITIES of Grantee.

TO HAVE AND TO HOLD the easement granted herein unto the Grantee, its successors and assigns for so long as Grantee complies with the covenants and conditions of this instrument.

THIS GRANT is executed, delivered and accepted upon the express covenants and conditions hereinbefore set forth, which covenants and conditions shall extend to and be binding upon the successors and assigns of Grantee with like effect as if they were in every case named and expressed, and wherever in this Grant reference is made to the Grantor hereto, same shall similarly be held to include and apply to the successors and assigns of said Grantor with like effect as if in every case so expressed.

SEALED AND DELIVERED in the presence of us:

Document is THE PENN CENTRAL CORPORATION

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Beryl Smith By: Hugh J. W. Brandt  
the Lake County Recorder  
Director - Real Estate

Mary Baker Attest: Pamela S. Meyers  
PAMELA S. MEYERS  
Assistant Secretary

AT&T COMMUNICATIONS, INC.,  
Agent for AMERICAN TELEPHONE AND  
TELEGRAPH COMPANY

Joni S. Dym By: A. J. Davis  
Title: District Manager

Robert H. Brooke Attest: Edward R. Byrhe  
Title: Assistant Secretary

STATE OF OHIO :  
: SS.  
COUNTY OF HAMILTON :

BEFORE ME, a Notary Public in and for the State and County aforesaid, personally appeared HUGH J.W. BRANDT and PAMELA S. MEYERS, known to me to be the Director - Real Estate and Assistant Secretary, respectively, of THE PENN CENTRAL CORPORATION, the corporation which executed the foregoing instrument, and they did acknowledge that they did sign said instrument in the name and on behalf of the corporation, that the same is their free act and deed as such officers and the free act and deed of said corporation, duly authorized by its Board of Directors, and that the seal affixed to said instrument is the corporate seal of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal at Cincinnati, Ohio this 30<sup>th</sup> day of March A.D. 1989.

James W. Lawrence  
Notary Public

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JAMES W. LAWRENCE  
Notary Public, State of Ohio  
My Commission Expires Jan. 12, 1992

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STATE OF  
COUNTY OF

BEFORE ME, a Notary Public in and for the State and County aforesaid, personally appeared C.A. Harris and Edward E. Blythe known to me to be the District Manager and Assistant Secretary respectively, of AT&T COMMUNICATIONS, INC., agent of AMERICAN TELEPHONE AND TELEGRAPH COMPANY, which agent is the corporation which executed the foregoing instrument, and they did acknowledge that they did sign said instrument in the name and on behalf of the corporation, that the same is their free act and deed as such officers and the free act and deed of said corporation, duly authorized by its Board of Directors, and that the seal affixed to said instrument is the corporate seal of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal at Chicago, Ill. this 1<sup>st</sup> day of February, A.D. 1989.  
90

Margaret M. Plucinsky  
Notary Public

OFFICIAL SEAL  
MARGARET M. PLUCINSKY  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. MAY 11, 1991

Case Number E87699

SCHEDULE "A"

ALL THAT STRIP OR PARCEL of land, situate in the Township of Hanover, County of Lake, State of Indiana, being part of Section 4, Township 34 North, Range 9 West of the Second Principal Meridian, and being that portion of the former New York Central Railroad Company (predecessor of said Grantor) further described according to a survey by Randolph A. Sexton, Professional Land Surveyor No. S-0520, dated February 9, 1990, as follows:

BEING a strip of land sixteen and one half (16.5) feet in width, lying eight and one quarter (8.25) feet on each side from and parallel to the following described centerline.

COMMENCING at the Northeast corner of the Northwest Quarter of said Section 4; thence South along the East line of said Northwest Quarter a distance of 1,033.51 feet, more or less, to the point of intersection with the centerline of the 140 foot wide Commonwealth Edison powerline easement; thence westerly along the centerline of said powerline easement a distance of 1,011.4 feet, more or less, to the point of intersection with the East line of said Grantor's property a distance of 36.75 feet to the TRUE POINT OF BEGINNING of the centerline of the AT&T easement; thence Westerly along said centerline which is parallel with, Northerly of, and 36.75 feet distance from the Commonwealth Edison powerline easement centerline, a distance of 150 feet to the point of intersection with the West line of said Grantors property, also being the terminus of the centerline of the 16.5 foot wide AT&T easement.

KEY No. 6-2-7



Mail to:

LAND ACQUISITIONS, INC.  
75 EXECUTIVE DR., SUITE 105  
AURORA, IL 60504  
(708) 898-0532