

99106801

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
99 DEC 22 PM 1:57
MORRIS W. CARTER
RECORDER

2000 020412

C620000037LD

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that, MacKenzie Land Development, LLC, whose address is 642 Magnolia Drive, Crown Point, Indiana, 46307, hereinafter called Grantor, for and in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, does grant unto Level 3 Communications, LLC its successors, assigns, lessees and agents, hereinafter called Grantee, a right of way and easement to construct, operate, maintain, inspect, alter, replace and remove such underground communications system ("System") as the Grantee may, from time to time, require, consisting of underground cables, wires, conduits, manholes, drains, splicing boxes, surface location markers and other facilities and equipment for similar uses, upon, over, through, under and along a parcel of land five feet (5') in width ("Easement") crossing the real property described in Exhibit A attached hereto ("Property") and, by reference made a part hereof, together with:

- (A) the right of ingress and egress over and across any adjacent real property owned or controlled by Grantor and the Easement for the purpose of exercising the rights granted herein provided that such ingress and egress does not interfere with Grantor's improvements or uses;
- (B) the right to clear and keep cleared all trees, roots, brush and other obstructions from the surface and sub-surface of the Easement, and during construction or maintenance periods, to use additional areas adjacent to the Easement for ingress and egress.

Grantor represents and warrants to Grantee that Grantor is the sole lawful owner and is in peaceful possession of the Property; the Property is free and clear of all liens and encumbrances; Grantor has good and marketable title to convey the Easement granted herein; the Easement is wholly within the Property; and the Easement is free of any grants, claims, or encumbrances which would conflict with Grantee's unrestricted use thereof, as contemplated by this agreement.

Grantor shall have the right to use the enjoyment of the Easement except when such use interferes with the rights and privileges conveyed herein to Grantee. Grantor agrees not to erect or construct any building or structure, or plant trees within the Easement. Grantor agrees that Grantee shall landscape the surface of the Easement in a manner reasonably compatible with the adjacent property within ninety (90) days of completion of construction.

*This Document
Is being RE-RECORDED
to correct legal*

01804

FILED
PETER BENJAMIN
LAKE COUNTY AUDITOR

STATE OF INDIANA
LAKE COUNTY
FILED
2000 DEC 22

01621

*23-00
CF
PK
CX*

Grantee agrees to fully compensate Grantor for any damage or injury done to livestock, growing crops, improvements, structures, parking areas, landscaping and other appurtenances and/or other improvements in the course of construction and maintenance associated with the aforesaid System except if caused by the negligent or willful act or omissions of Grantor, its heirs, assigns, agents, employees or contractors. Grantee agrees that any areas adjacent to the Easement that are altered or damaged as a result of construction or maintenance by Grantee, but which are lying outside the Easement shall be restored to their prior condition when said construction or maintenance is completed.

Grantee agrees to release, indemnify, defend and hold harmless Grantor against any and all claims, demands and causes of action arising in favor of any person, corporation or governmental entity, because of personal injury including death, or damages to property, including the System, resulting from any act or omission of Grantee its employees, contractors, subcontractors, or agents in the course of construction and maintenance of the System or use of the Easement.

Grantor agrees that should the System be abandoned, or not used for a period of two (2) years, the Easement shall automatically cease and terminate and Grantee shall, if requested by the undersigned, release the same of record.

Grantor hereby agrees to warrant and forever defend title to the Easement against the claims of any and all persons claiming by, through or under Grantor, and that Grantor has full right and authority to enter into and deliver unto Grantee this right of way and easement.

The covenants, terms, conditions and provisions therein shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, assigns, lessees and agents of the parties hereto.

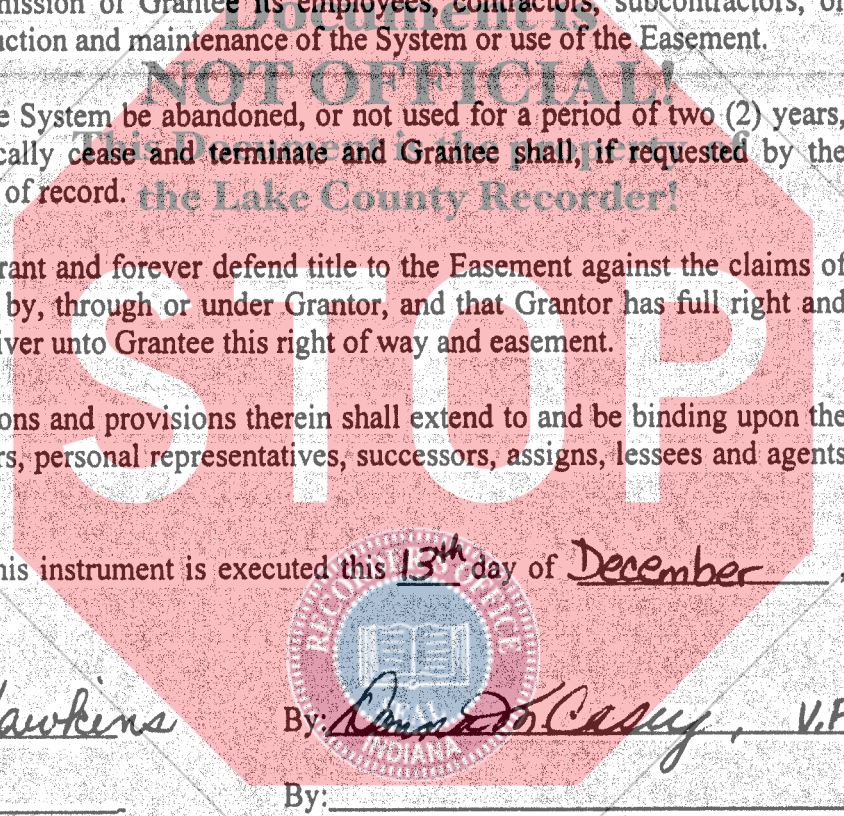
IN WITNESS WHEREOF, this instrument is executed this 13th day of December, 1999.

Witness: Marian L. Hawkins

By: Ronald D. Casey, V.P.

Witness: _____

By: _____



ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF COOK

BEFORE ME, the undersigned authority, on this 13th day of December, 1999, personally appeared Donna M. Casey Vice President Known to me to be the person whose name is subscribed to the foregoing known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed and for the purposes and consideration therein expressed.

"OFFICIAL SEAL"
MARY KALAMATIANOS
Notary Public, State of Illinois
My Commission Expires 8/14/2002

Mary Kalamatianos
Notary Public

This Document is the property of
the Lake County Recorder.
Commission Expires

Prepared by: Travis Tyler, Attorney at Law
Level 3 Communications, LLC
1025 Eldorado Drive
Broomfield, CO 80021

Mail to: Level 3 Communications, LLC
2009 Warrenville Road
Lisle, IL 60532



EXHIBIT "A"
Legal Description of Property

A (820' x 5') easement in the North 100' of the East ½ of the SE ¼ of Section 20, T34, R8, in ~~Center~~ ^{Center}
~~Center~~ Township, Lake County, Indiana.

The exact location, length of easement and legal description of the property shall be determined by survey.



N
4

Approx. 1000' x 5'
easement

660'

129th

175'
100'

2 ⁺/₋ ac.

Document is
NOT OFFICIAL!
Approx. 820' x 5' easement Approx. 935' x 20' Road easement

This Document is the property of
the Lake County Recorder!

500'

STOP

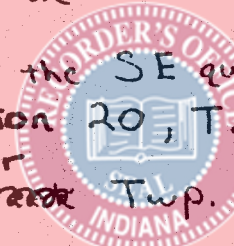
80 ac Tract

E. half of the SE quarter
of Section 20, T. 34, R. 8
Center

~~Center~~ Twp. Lake Co., IN

SR 55 (Grant St.)

Scale: 1" = 200'



25X

EXHIBIT A

EASEMENT AGREEMENT BETWEEN LEVEL 3 COMMUNICATIONS AND MACKENZIE LAND DEVELOPMENT FOR FIBER OPTIC CONDUIT/CABLE

The top of the fiber optic conduit will be placed a minimum of 42 in. deep in a five-ft. wide easement centered longitudinally in the following location:

from IN SR 55, West approximately 1100 ft, 20 ft. South of the North Line, Southeast Quarter, Section 20-34-8, Center Township, Lake Co. IN (Bearing S 89° 40' 45" E), then commencing South into the Level 3 Communications ILA Site (see recorded Plat for site location).

The location of this easement is graphically depicted on the figure included as Page 2 of this Exhibit.

NOTE: Much of this conduit location is within the 40 ft wide by 1275 ft easement that MacKenzie Land Development has agreed to dedicate to the Lake County Highway Department for future extension of 129th Ave., as a condition of the subdivision approval granted by the Lake County Planning Commission March 7, 2000. Once the dedication of this parcel occurs, then the only part of the conduit installation covered by this easement will be the Southward leg South of the Southern edge of the 40 ft dedicated parcel.

An electric utility easement is also granted as part of this agreement; either overhead or underground power service may be provided, at the discretion of NIPSCO. The power feed will be located within the conduit easement envelope.

Signatures - Witness: Donna M. Casey By: Vice President Mackenzie Land Development
Printed Names - Witness: DONNA M. CASEY By: Vice President Mackenzie Land Development

ACKNOWLEDGEMENT

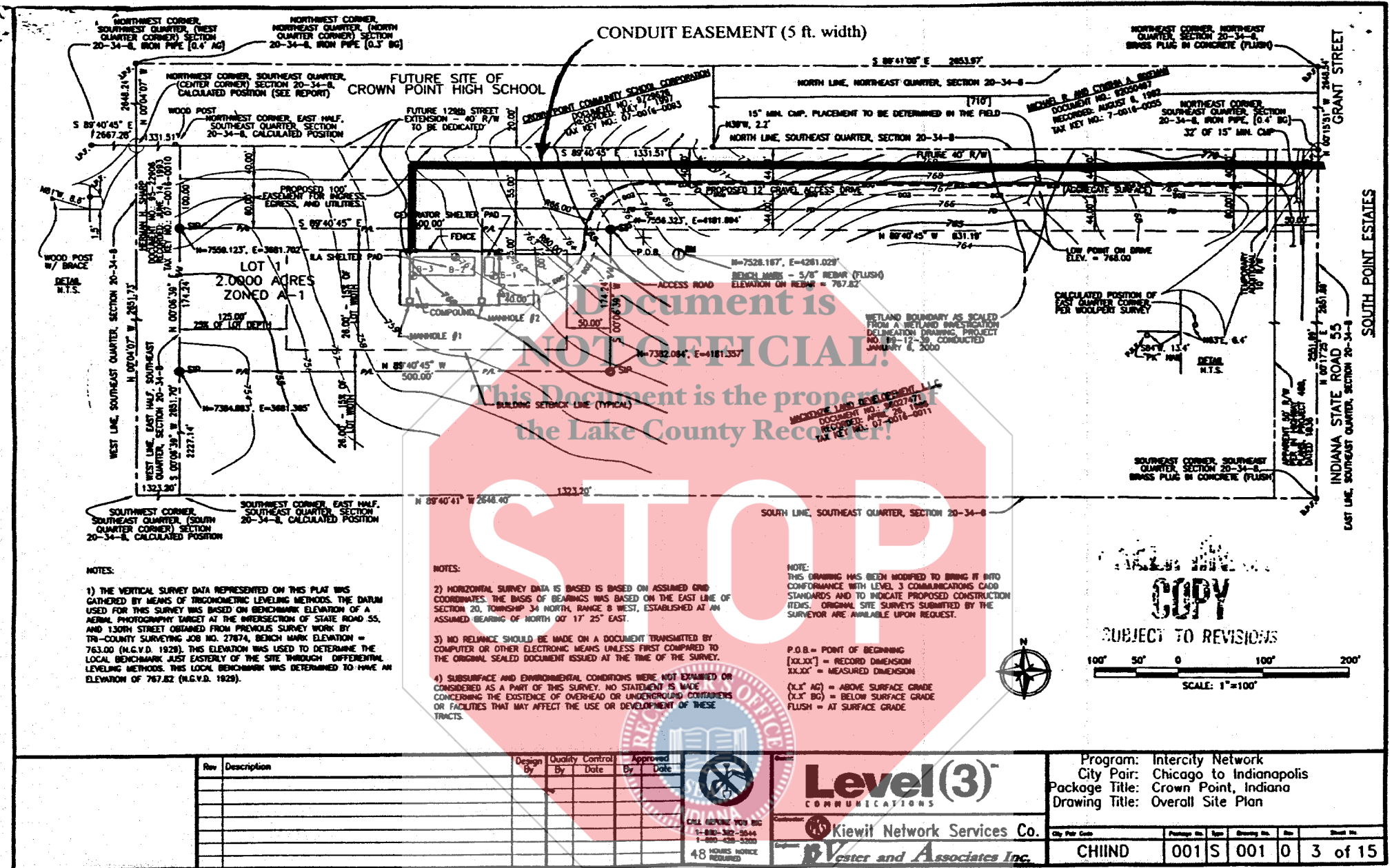
STATE OF INDIANA
COUNTY OF LAKE

BEFORE ME, the undersigned authority, on this day of 2000, personally appeared Donna M. Casey, VP of Mackenzie Land Development, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed and for the purposes and consideration therein expressed.

Notary Public
AFFIX SEAL >>

Commission Expires

Star Lugar
Notary Public, State of Indiana
Lake County
My Commission Exp. 6/25/07



Rev	Description	Design By	Quality Control By	Control Date	Approved By	Approved Date

CALL BEFORE YOU DIG
 1-800-322-2644
 1-800-458-5880
 48 HOURS NOTICE REQUIRED

Level(3) COMMUNICATIONS

Kiewit Network Services Co.

Vester and Associates Inc.

Program:	Intercity Network
City Pair:	Chicago to Indianapolis
Package Title:	Crown Point, Indiana
Drawing Title:	Overall Site Plan
City Plot Code	CHIIND
Package No.	001
Sheet No.	S 001
Total Sheets	0 3 of 15