

99106803

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

2000 020413

C62000037 LD **ACCESS 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, the right privilege and easement for a roadway within the following described lands in Lake County, State of Indiana, to wit:

See Exhibit "A" attached here to and made a part hereof

TO HAVE AND TO HOLD unto Level 3 Communications, LLC, its successors and assigns said road for ingress and egress across said lands by its employees, agents, contractors and subcontractors, it being the intention of the parties hereto that the Grantors are hereby granting the uses herein specified without divesting the Grantors of the right to use and enjoy said roadway, subject only to the right of the Grantee to use the same for the purposes herein expressed.

Grantor shall have the right to use and enjoy the surface 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. Grantee hereby 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.

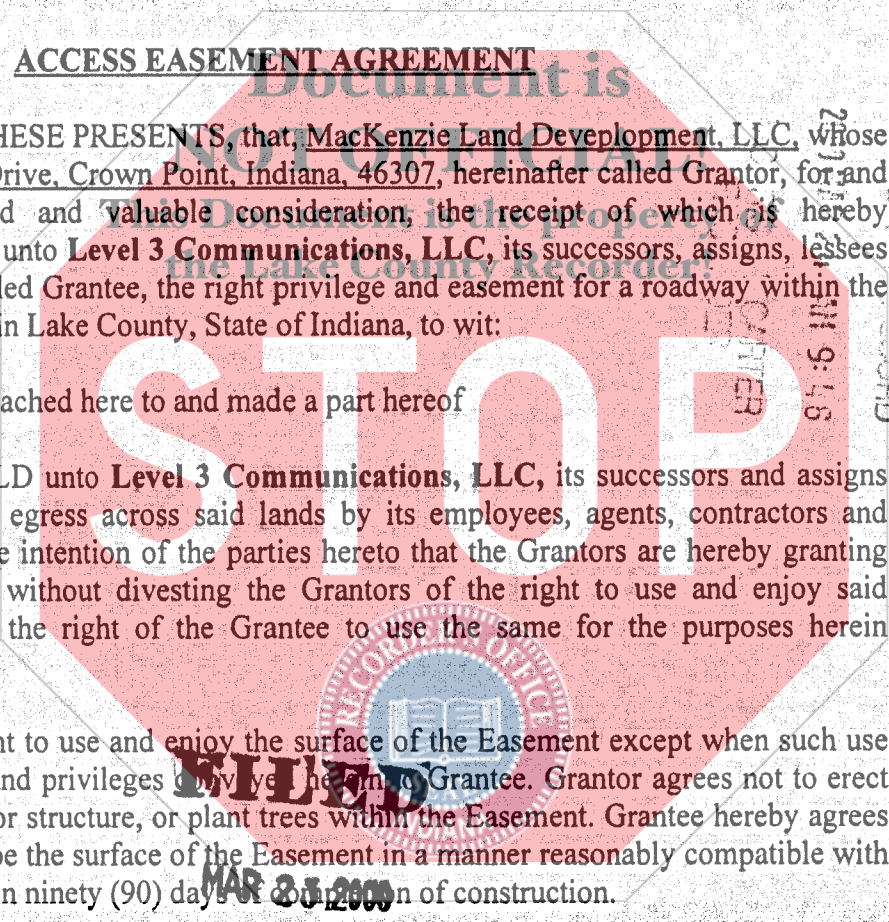
Grantee agrees to fully compensate Grantor for any loss or injury done to livestock, growing crops, improvements, structures, parking areas, roads, and other appurtenances and/or other improvements in the course of construction and maintenance associated with the aforesaid System except if caused by 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 Grantor, but which are lying outside the Easement shall be restored to their prior condition when the construction or maintenance is completed.

This is being Re-recorded to modify legal access

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22 1999
PETER BENJAMIN
LAKE COUNTY AUDITOR

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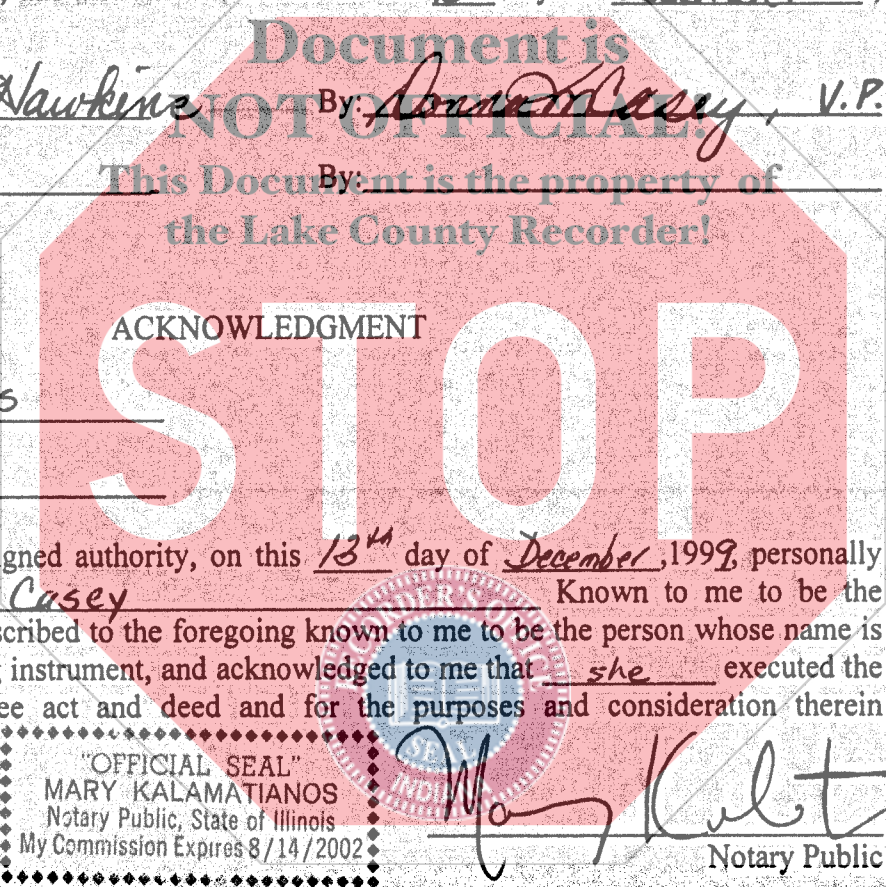
Grantee agrees to release, indemnify, defend and hold harmless Grantor against any and all claims, demands and causes of action arising in favor of any person, corporation or governmental entity, because of personal injury including death, or damages to property, including the System, resulting from 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.

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: Liana L. Hawkins By: Danna M. Casey, V.P.

Witness: _____ By: _____



STATE OF Illinois
COUNTY OF COOK

BEFORE ME, the undersigned authority, on this 13th day of December, 1999, personally appeared Danna M. Casey 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 Kalat
Notary Public

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

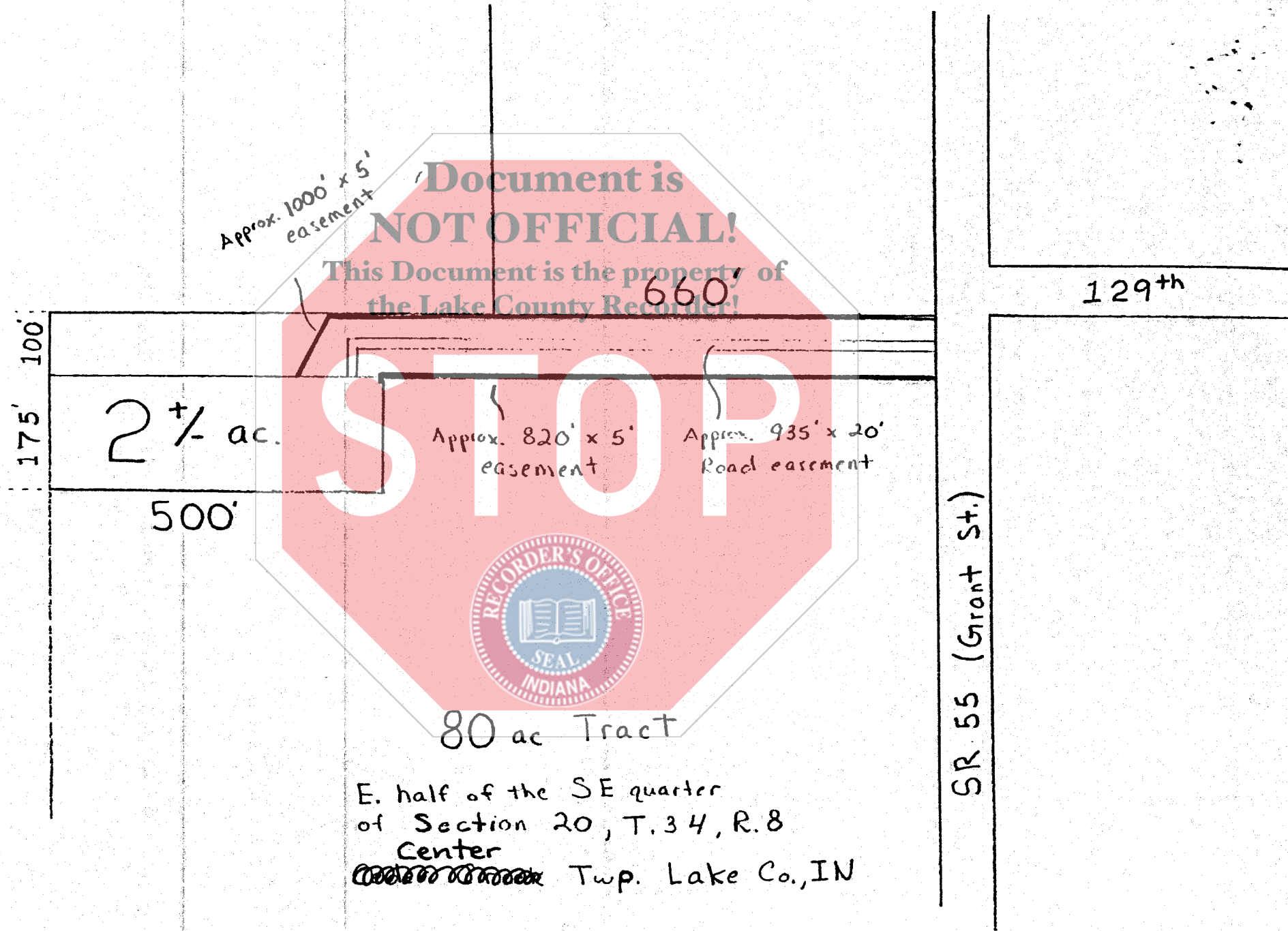
EXHIBIT "A"
Legal Description of Property

A (935' x 20') road/access easement in the North 100' of the East 1/4 of the SE 1/4 of Section 20, T34,
R8, in ~~Cedar Creek~~ Township, Lake County, Indiana.
Center

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



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80 ac Tract

E. half of the SE quarter
of Section 20, T.34, R.8
Center
~~Center~~ Twp. Lake Co., IN

Scale=1" = 200'

EXHIBIT A

EASEMENT AGREEMENT BETWEEN LEVEL 3 COMMUNICATIONS AND MACKENZIE LAND DEVELOPMENT FOR IN-LINE AMPLIFICATION STATION ACCESS ROAD

This easement is for a 20 ft. wide access road easement from IN SR 55 to the In-Line Amplification Site (ILA) centered longitudinally in the following location:

from IN SR 55, West approximately 900 ft, 50 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 at a 60 ft radius 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 3 of this Exhibit.

NOTES:

- 1) This access road is for the sole use of Level 3 Communications, and will be maintained by level 3 Communications. The access road will be protected by a gate that will prevent unauthorized access by the general public. However, MacKenzie Land Development retains rights of passage and use of this road. Upon extension of 129th Avenue in the future, the Level 3 Communications ILA Site will be accessed by driveway directly off 129th Ave. However, Level 3 Communication will still retain a 20 ft wide right-of-way for the driveway, from the South edge of the Lake County Highway Department (or City of Crown Point) right-of way associated with 129th Avenue, to the North property line of the Level 3 Communications ILA Site. The retained right-of-way, oriented North-South, will be aligned with the access road out of the Site, as currently configured on Page 3 of this Exhibit.
- 2) The access road, as designed, penetrates a delineated wetland for which permitting from the U. S. Army Corps of Engineers and Indiana Department of Environmental Management has been applied for at the time of this easement. In the event that permitting is not complete at the time of construction start, Level 3 Communication reserved the right to a temporary access road easement, 20 ft in width, that extends South around the delineated wetland boundary, as depicted on Page 3 of this Exhibit.

This Exhibit is Attached to the Easement originally recorded in Lake County, IN 12/22/99 as Item 99106803

MacKenzie Land Development, LLC

Signatures - Witness: *Donna M. Casey* By: _____

Printed Names - Witness: *Donna M Casey* By: *Vice President*

ACKNOWLEDGEMENT

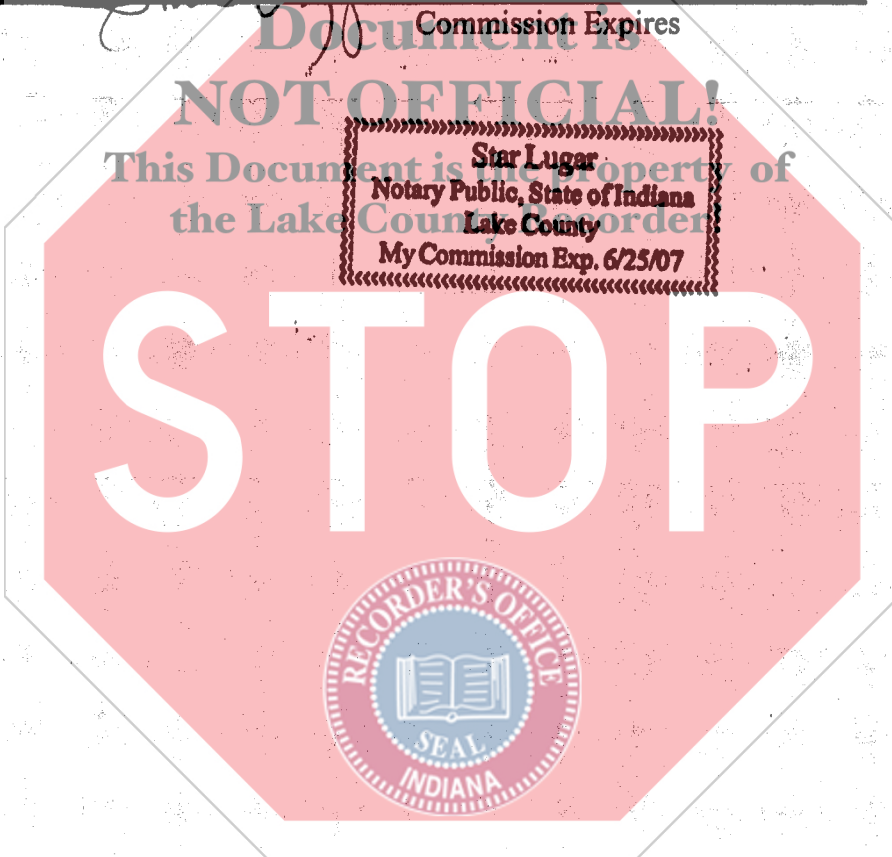
STATE OF *INDIANA*
COUNTY OF *LAKE*

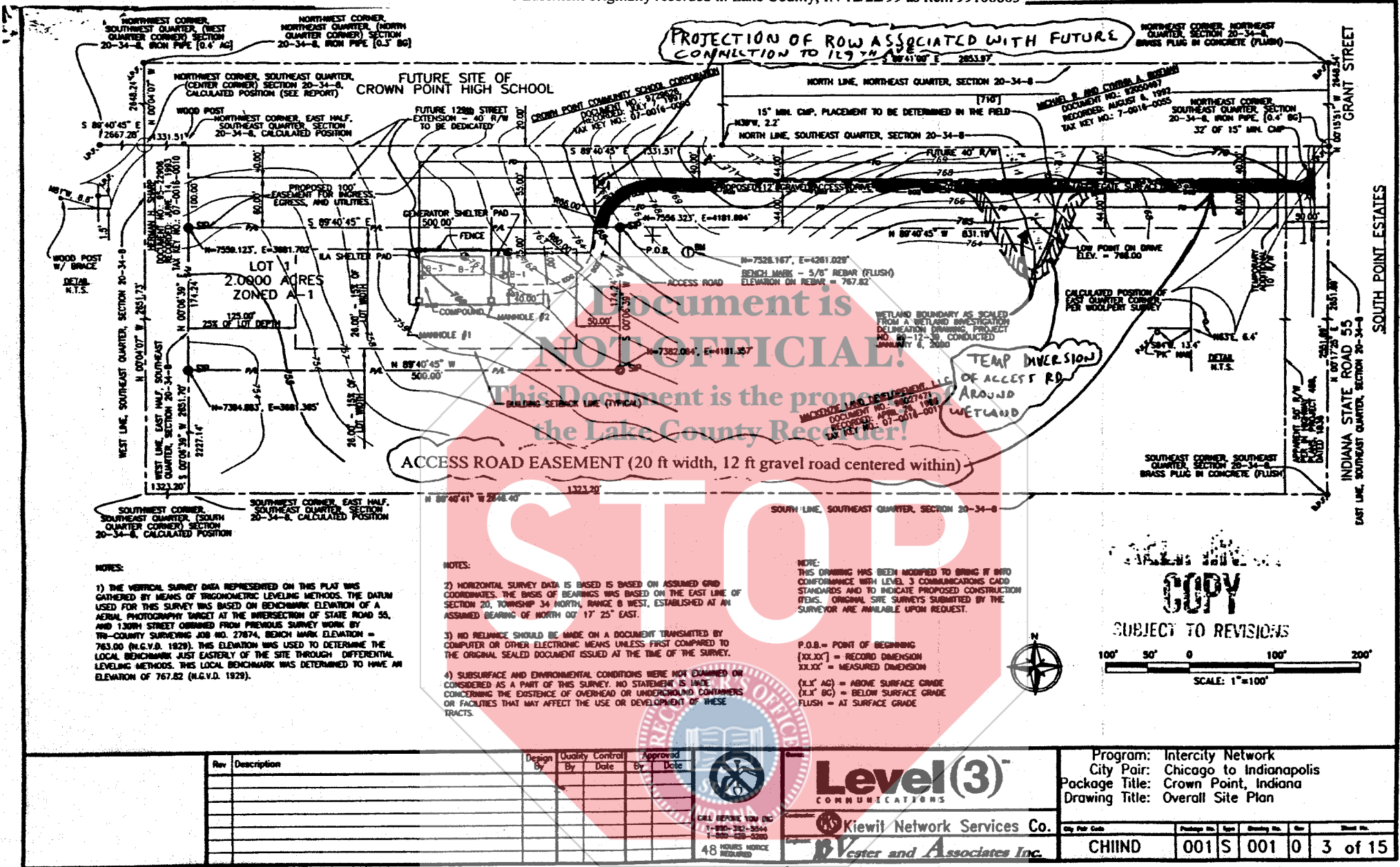
BEFORE ME, the undersigned authority, on this *16* day of *March*, 2000, personally appeared *Donna M. Casey VP of MacKenzie Land Development, LLC*, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that *she* executed the same as *her* free act and deed and for the purposes and consideration therein expressed.

Star Luger

Notary Public
AFFIX SEAL >>

Commission Expires





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Rev	Description	Design By	Quality Control By	Approved By	Date



Level(3) COMMUNICATIONS

Kiewit Network Services Co.

BVester and Associates Inc.

CALL BEFORE YOU DIG
 1-800-361-3344
 T-800-228-2800
 48 HOURS NOTICE REQUIRED

Program:	Intercity Network			
City Pair:	Chicago to Indianapolis			
Package Title:	Crown Point, Indiana			
Drawing Title:	Overall Site Plan			
City Pair Code	Package No.	Sheet No.	Of	Total No.
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