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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2005 050271

2005 JUN 17 2:10 PM '03

MICHAEL A. ...
RECORDER

(Do Not Type Above This Line—For Recording Purposes Only)

[Handwritten signatures]

GRANT OF EASEMENT

Illinois/Indiana/Michigan, Inc.

This Grant of Easement (the "Easement") is dated this 27th day of March, 2003, by Hampshire Partners Limited Partnership, an Indiana Limited Partnership & Hampshire Real Estate Corporation General Partners hereinafter referred to as "Grantor," whose address is 400 N. Lake Park Avenue, Hobart, IN 46342 and Comcast of ~~Indiana, Inc.~~ its successors and assigns, hereinafter referred to as "Grantee," whose address is 1500 McConnor Parkway, Schaumburg, IL 60173.

Grantor and Grantee are parties to a certain Commercial Service Agreement dated March 27th, 2003 pursuant to which Grantee provides certain broadband communications services to the Property described below.

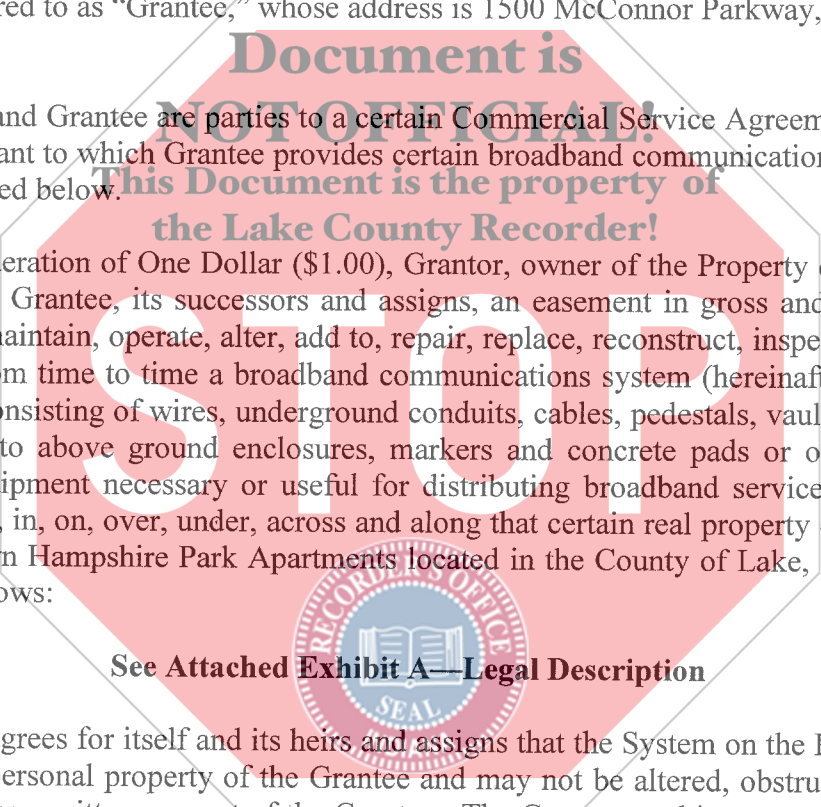
In consideration of One Dollar (\$1.00), Grantor, owner of the Property described below, hereby grants to Grantee, its successors and assigns, an easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "System") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Property"), commonly known Hampshire Park Apartments located in the County of Lake, State of Indiana, described as follows:

See Attached Exhibit A—Legal Description

Grantor agrees for itself and its heirs and assigns that the System on the Property shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees shall have the right to trim or cut trees and/or roots which may endanger or interfere with said System and shall have free access to said System and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said Property of the Grantor, the Grantee shall make the same in such manner as

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will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical.

This easement shall run with the land for so long as Grantee, its successors or assigns provides broadband services to the Property.

IN WITNESS WHEREOF, this Grant of Easement has been executed as of the day and year first above written.

WITNESS/ATTEST:

GRANTOR:

Hampshire Partners Limited Partnership, an Indiana Limited Partnership & Hampshire Real Estate Corporation General Partners

Denise M Stupar
Print Name:

By: [Signature]
Name:
Title: agnt for owner

Print Name:

**Document is
ACKNOWLEDGEMENT OF GRANTOR**

NOT OFFICIAL!

STATE OF Indiana
COUNTY OF Porter) ss.

**This Document is the property of
the Lake County Recorder!**

The foregoing instrument was acknowledged before me, a Notary Public, this 27th day of March, 2003, by Jonathan E Hicks, of Andover Management, on behalf of the Hampshire Park Apts.. He/she is (personally known to me) or (has presented personally known (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.

DENISE M. STUPAR
NOTARY PUBLIC STATE OF INDIANA
Resident of Porter County, Indiana
My Commission Expires April 29, 2010



[Signature]
Notary Public
My Commission Expires: 4/29/10



Policy No. COM 176392

LEGAL DESCRIPTION

All of Lots 1, 2 and 3 and the West 206 feet of Lot 4 in Rifenburg's Addition to Hobart, Indiana, as shown in Plat Book 1 page 5, in the Recorder's Office of Lake County, Indiana, and also a part of the Northeast 1/4 and the Southeast 1/4 of Section 30, Township 36 North, Range 7 West of the 2nd Principal Meridian, described in one parcel as follows: Beginning at the Southeast corner of the Northeast 1/4 of said Section 30; thence North along the East line of said Section a distance of 125 feet; thence North 88 degrees 05 minutes 00 seconds West and parallel to the East-West center line of said Section 30 a distance of 752.50 feet; thence South 00 degrees 00 minutes 00 seconds West parallel to the East line of said Section 30 a distance of 767.8 feet; thence South 88 degrees 05 minutes 00 seconds East, 200.00 feet to the West line of Rifenburg's Addition; thence North 00 degrees 00 minutes 00 seconds East 48.00 feet to the Southwest corner of Lot 4, Rifenburg's Addition; thence South 88 degrees 05 minutes 00 seconds East along the South line of said Lot 4 a distance of 206.00 feet; thence North 00 degrees 00 minutes 00 seconds East, 132 feet to the South line of Lot 3, Rifenburg's Addition; thence South 88 degrees 05 minutes 00 seconds East, 316.5 feet to the Southeast corner of said Lot 3; thence North 00 degrees 00 minutes 00 seconds East along the East line of Rifenburg's Addition 396.0 feet to the Northeast corner of Lot 1, Rifenburg's Addition; thence South 88 degrees 05 minutes 00 seconds East, 30.00 feet to the East line of the Southeast 1/4 of said Section 30; thence North 00 degrees 00 minutes 00 seconds East, 66.8 feet to the point of beginning.

NOTICE
 This Document is the property of
 the Lake County Recorder!

END OF SCHEDULE A

