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STATE OF INDIANA  
LAKE COUNTY  
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2006 DEC - 1 11:04:40

MICHAEL A. CROWN  
RECORDER

Stewart Title Guaranty - NTS  
1980 Post Oak Blvd. #610  
Houston, TX 77056

06332521

PREPARED BY:

Sittig, Cortese & Wratcher  
1500 Frick Building  
437 Grant Street  
Pittsburgh, PA 15219

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

### GRANT OF EASEMENT

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Facility: East Hammond/B.U. #816996  
 Street Address: 7029 West 25<sup>th</sup> Avenue  
 City: Gary  
 County: Lake  
 State: Indiana 46406


between

**STOP**

Crown Castle GT Company LLC, a Delaware limited liability company, GRANTEE;

and

Richard Ingram, GRANTOR



~~DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER~~

~~DEC 01 2006~~

~~PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR~~

**FILED**

DEC 01 2006

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

3020863  
33021076  
44<sup>02</sup>

**GRANT OF EASEMENT**

THIS GRANT OF EASEMENT (the "Easement") is made this 2nd day of Nov, 2006 by and between RICHARD INGRAM, having a mailing address of 7029 West 25<sup>th</sup> Avenue, Gary, Indiana 46406 ("Grantor") and CROWN CASTLE GT COMPANY LLC, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("Grantee").

**BACKGROUND**

A. Richard Ingram and Sylvester Lee Brown and Chicago SMSA Limited Partnership ("Chicago SMSA") entered into a Ground Lease Agreement dated May 1, 1993 ("Lease") a memorandum of which is recorded at Instrument Number 93038042.

B. Chicago SMSA assigned all of its right, title and interest in the Lease to Grantee by virtue of an Assignment and Assumption Agreement dated September 1, 2000 and recorded at Instrument Number 2001050449.

C. Grantor obtained the sole interest in the Grantor's Property (as defined below) by virtue of a deed executed January 28, 2000 and recorded February 17, 2000 as Document No., 2000-11131.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

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the Lake County Recorder!

**WITNESSETH**

1. **Description of Grantor's Property.** Grantor is the owner of that certain land and premises at 7029 West 25<sup>th</sup> Avenue in the City of Gary, County of Lake, State of Indiana 46406, by grant or conveyance described in the Public Records of Lake County, Indiana as Document No. 2000-11131, the description of said property is attached hereto as Exhibit "A" (hereinafter "Grantor's Property").

2. **Description of Easement.** For good and valuable consideration, the actual consideration paid or to be paid in connection with this Easement being Ninety-Two Thousand and No/100 Dollars (\$92,000.00), the receipt and sufficiency of which the parties hereby acknowledge, Grantor grants and conveys unto Grantee, its successors and assigns, forever, an exclusive, perpetual easement for the use of a portion of Grantor's Property designated as Tax Parcel Numbers 41-49-0123-0004 and 41-49-0039-0011, and being described as a Two Thousand Five Hundred (2,500) square feet parcel located within Grantor's Property (the "Easement Area"), as such Easement Area is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C" attached hereto. The Grantor also grants to Grantee, its successors and assigns, as part of this Easement, an exclusive, perpetual right-of-way for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along a twenty foot (20') wide right-of-way extending from the nearest public right-of-way, together with the right to install, replace and maintain

utility wires, poles, cables, conduits and pipes (the "Access Easement"), as is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C" (hereinafter the term "Easement Area" shall be deemed to also include the Access Easement unless stated to the contrary). In the event any public utility is unable or unwilling to use the above-described Access Easement, Grantor hereby agrees to grant an additional right-of-way, in form satisfactory to Grantee, either to Grantee or directly to the public utility at no cost and in a location acceptable to either Grantee or the public utility (the "Revised Access Easement"). For any such Revised Access Easement to be effective, such easement shall be recorded among the Public Records of Lake County, Indiana.

3. **Easement Area.** The Easement Area, excluding the Access Easement, shall be used for maintaining and operating a wireless communications facility and uses incidental thereto for Grantee's use and the use of its lessees and/or licensees (the "Permitted Use"). It is the intent of the parties that Grantee's communications facility shall not constitute a fixture. Grantor acknowledges that Grantor has no right to object to or approve any improvements to be constructed by Grantee on the Easement Area. If requested by Grantee, Grantor will execute, at Grantee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Easement Area, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Grantee in Grantee's absolute discretion to utilize the Easement Area for the Permitted Use. Grantor agrees to be named applicant if requested by Grantee. Grantor shall be entitled to no further consideration with respect to any of the foregoing matters. Grantor shall take no action that would adversely affect the status of the Easement Area with respect to the Permitted Use.

4. **Perpetual Easement.** This Easement and Grantee's rights and privileges hereunder shall be perpetual and may be terminated only as provided for herein.

5. **Grantee's Right to Terminate.** Grantee shall have the unilateral right to terminate this Easement for any reason. Said termination shall be effective upon Grantee providing written notice of termination to Grantor. Upon termination of this Easement, this Easement shall become null and void and all of the parties shall have no further obligations to each other. Upon termination of this Easement, Grantee shall, within a reasonable time, remove its building(s), tower and all above ground property and restore the surface of the Easement Area to its original condition, reasonable wear and tear excepted.

6. **Hazardous Substances and Hazardous Wastes.**

(a) Grantee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Grantee shall indemnify and hold Grantor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the Easement Area if caused by Grantee or persons acting under Grantee. Grantee shall execute such affidavits, representations and the like from time to

time as Grantor may reasonably request concerning Grantee's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes within the Easement Area.

(b) Grantor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Grantor shall indemnify and hold Grantee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on Grantor's Property unless caused by Grantee or persons acting under Grantee. Grantor shall execute such affidavits, representations and the like from time to time as Grantee may reasonably request concerning Grantor's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on Grantor's Property.

(c) For purposes of this Easement, the term "Hazardous Substances" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, and any regulations promulgated pursuant thereto, and as used to define "Hazardous Wastes" in the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*, and any regulations promulgated thereto.

7. **Insurance.** At all times, Grantee, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of Grantee's business upon the Easement Area.

8. **Security of Communications Facility.** Grantee has constructed a chain link fence around the perimeter of the wireless communications facility.

9. **Removal of Obstructions.** Grantee has the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Grantee's use of the Easement Area. Grantee shall be responsible for disposing of any materials related to the removal of obstructions.

10. **Right of First Refusal.** If Grantor elects to sell all or any portion of the Easement Area, whether separate or as part of a larger parcel of property, Grantee shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. If Grantee fails to meet such bona fide offer within thirty days after written notice thereof from Grantor, Grantor may sell that property or portion thereof to such third person in accordance with the terms and conditions of the offer, which sale shall be under and subject to this Easement and Grantee's rights hereunder. If Grantee fails or declines to exercise its right of first refusal as hereinabove provided, then this Easement shall continue in full force and effect, and Grantee's right of first refusal shall survive any such sale and conveyance and shall remain effective with respect to any subsequent offer to purchase the Easement Area, whether separate or as part of a larger parcel of property.

11. **Real Estate Taxes.** Grantor shall pay all real estate taxes on Grantor's Property; provided Grantee agrees to pay for any documented increase in real estate taxes levied against



Grantor's Property that are directly attributable to the improvements constructed by Grantee. Grantor agrees to provide Grantee any documentation evidencing the increase and how such increase is attributable to Grantee's use. Grantee reserves the right to challenge any such assessment, and Grantor agrees to cooperate with Grantee in connection with any such challenge. In the event that Grantor fails to pay all real estate taxes on Grantor's Property prior to such taxes becoming delinquent, Grantee may, at its option, pay such real estate taxes (the "Delinquent Taxes") and Grantee shall have the right to collect the Delinquent Taxes from Grantor together with interest on the Delinquent Taxes at the rate of 12% per annum (calculated from the date Grantee pays the Delinquent Taxes until Grantor repays such sums due to Grantee) and shall have a lien against Grantor's Property with respect thereto.

12. **Waiver of Subrogation.** The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Easement Area or any other portion of Grantor's Property resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage regardless of whether or not, or in what amount, such insurance is now or hereafter carried by the parties.

13. **Enforcement.** In the event Grantor fails to cure any violation of the terms of this Easement within 10 days after written notice from Grantee, Grantee shall have the right to injunctive relief, to require specific performance of this Easement, to collect damages from Grantor, and to take such actions as may be necessary in Grantee's discretion to cure such violation and charge Grantor with all reasonable costs and expenses incurred by Grantee as a result of such violation (including, without limitation, Grantee's reasonable attorneys' fees ("Reimbursable Costs")). All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof.

14. **Limitation on Damages.** In no event shall either Grantee or Grantor be liable to the other party for consequential, indirect, speculative or punitive damages in connection with or arising from this Easement, the Permitted Use or the Easement Area.

15. **Recording.** Grantor acknowledges that Grantee intends to record this Easement with the appropriate recording officer upon execution of this Easement.

16. **Hold Harmless.** Each party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Easement Area (or the Grantor's Property of which the Easement Area is a part) by the party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts of the other party, its servants or agents.

17. **Grantor's Covenant of Title.** Grantor covenants: (a) Grantor is seized of fee simple title to the Grantor's Property of which the Easement Area is a part and has the right and authority to grant this Easement; (b) that this Easement is and shall be free and clear of all liens, claims, encumbrances and rights of third parties of any kind whatsoever; (c) subject to the terms and conditions of this Agreement, Grantee shall have quiet possession, use and enjoyment of the Easement Area; (d) there are no aspects of title that might interfere with or be adverse to

Grantee's interests in and intended use of the Easement Area; and (e) that Grantor shall execute such further assurances thereof as may be required.

18. **Non-Interference.** From and after the date hereof and continuing until this Easement is terminated (if ever), Grantee shall have the exclusive right to construct, install and operate communications facilities that emit radio frequencies on Grantor's Property. Grantor shall not permit (i) the construction, installation or operation of any communications facilities that emit radio frequencies on Grantor's Property other than the communications facility to be constructed, installed and operated on the Easement Area or (ii) any condition on Grantor's Property which interferes with Grantee's Permitted Use. Each of the covenants made by Grantor in this Section 18 is a covenant running with the land for the benefit of the Easement Area and shall be binding upon Grantor and each successive owner of any portion of Grantor's Property and upon each person having any interest therein derived through any owner thereof. The Grantee acknowledges that a Sprint telecommunications tower already exists on the property.

19. **Eminent Domain.** If the whole or any part of the Easement Area shall be taken by right of eminent domain or any similar authority of law, the entire award for the value of the land and improvements so taken shall belong to the Grantee.

20. **Entire Agreement.** Grantor and Grantee agree that this Easement contains all of the agreements, promises and understandings between Grantor and Grantee. No verbal or oral agreements, promises or understandings shall be binding upon either Grantor or Grantee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Easement shall be void and ineffective unless made in writing and signed by the parties hereto.

21. **Construction of Document.** Grantor and Grantee acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party.

22. **Applicable Law.** This Grant of Easement and Rights-of-Way and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Easement is located.

23. **Notices.** All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

Grantor: Richard Ingram  
7029 West 25<sup>th</sup> Avenue  
Gary, IN 46406

Grantee: Crown Castle International Corp.

E. Blake Hawk, General Counsel  
Attn: Real Estate Department  
2000 Corporate Drive  
Canonsburg, PA 15317

24. **Assignment.**

(a) The parties hereto expressly intend that the easements granted herein shall be easements in gross, and as such, are transferable, assignable, inheritable, divisible and apportionable. Grantee has the right, within its sole discretion, to sell, assign, lease, convey, license or encumber any of its interest in the Easement Area. Any such sale, assignment, lease, license, conveyance or encumbrance shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. An assignment of this Easement shall be effective upon Grantee sending written notice thereof to Grantor at Grantor's mailing address stated above and shall relieve Grantee from any further liability or obligation accruing hereunder on or after the date of the assignment.

(b) Grantor and Grantee are currently operating under the terms of the Lease, which allowed for the construction of a communications tower facility which presently exists and is in operation at the Grantor's Property. Grantor hereby acknowledges that there currently exists no default under the Lease, and no conditions that, with the passage of time, would constitute defaults under the Lease. Grantor hereby assigns, transfers, sets over and delivers to Grantee, all of its rights, title and interests under the Lease arising or accruing on or after the date of this Easement, and Grantee hereby accepts, assumes and agrees to be bound by all the terms and conditions which are the responsibility of the landlord under the Lease. Grantor hereby agrees to indemnify and agrees to hold Grantee harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) under the Lease which relate to costs or actions first arising on or before that date of this Easement.

25. **Partial Invalidity.** If any term of this Easement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Easement, which shall continue in full force and effect.

26. **Mortgages.** This Easement shall be subordinate to any mortgage given by Grantor which currently encumbers Grantor's Property including the Easement Area, provided that any mortgagee holding such a mortgage shall recognize the validity of this Easement in the event of foreclosure of Grantor's interest and Grantee's rights under this Easement. In the event that the Easement Area is or shall be encumbered by such a mortgage, Grantor shall obtain and furnish to Grantee a non-disturbance agreement for each such mortgage, in recordable form.

27. **Successors and Assigns.** The terms of this Easement shall constitute a covenant running with the Grantor's Property for the benefit of the Grantee and its successors and assigns and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto and upon each person having any interest therein derived through any owner thereof. Any sale, mortgage, lease or other conveyance of Grantor's Property shall be under and subject to this Easement and Grantee's rights hereunder.

28. **Construction of Easement.** The captions preceding the Sections of this Easement are intended only for convenience of reference and in no way define, limit or describe the scope of this Easement or the intent of any provision hereof. Whenever the singular is used, the same shall include the plural and vice versa and words of any gender shall include the other gender. As used herein, "including" shall mean "including, without limitation."

[remainder of page intentionally left blank; signatures follow]








IN WITNESS WHEREOF, Grantor and Grantee, having read the foregoing and intending to be legally bound hereby, have executed this Grant of Easement and Rights-of-Way as of the day and year first written above.

GRANTOR:

WITNESS:

RICHARD INGRAM

  
Witness:   
Print Name: DIANE FUGER

By:   
Name: Richard Ingram  
10-16-06

[signatures continue on next page]



**WITNESS:**

*S. Fox Sacks*  
Witness  
Print Name: *S. Fox Sacks*

**GRANTEE:**

**CROWN CASTLE GT COMPANY LLC,  
a Delaware limited liability company**

By: *[Signature]*  
Name: Robert D. Ward  
Title: President - Midwest Area

[Acknowledgements appear on following page]



State of INDIANA )  
 )  
County of LAKE )

The foregoing instrument was acknowledged before me this 16<sup>TH</sup> day of OCTOBER, 2006 by Richard Ingram. He is personally known to me or has produced a \_\_\_\_\_ as identification.

Mary Daly  
Notary Public

My Commission Expires: August, 2008



State of Pennsylvania  
County of Washington

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of November, 2006, by Robert D. Ward, as President – Midwest Area of Crown Castle GT Company LLC, a Delaware limited liability company. He is personally known to me or has produced a \_\_\_\_\_ as identification.

Linda S. White  
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Linda S. White, Notary Public  
City of Washington, Washington County  
My Commission Expires June 11, 2007  
Member, Pennsylvania Association of Notaries





" 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. Shirley Arnold."



EXHIBIT "A"  
TO GRANT OF EASEMENT

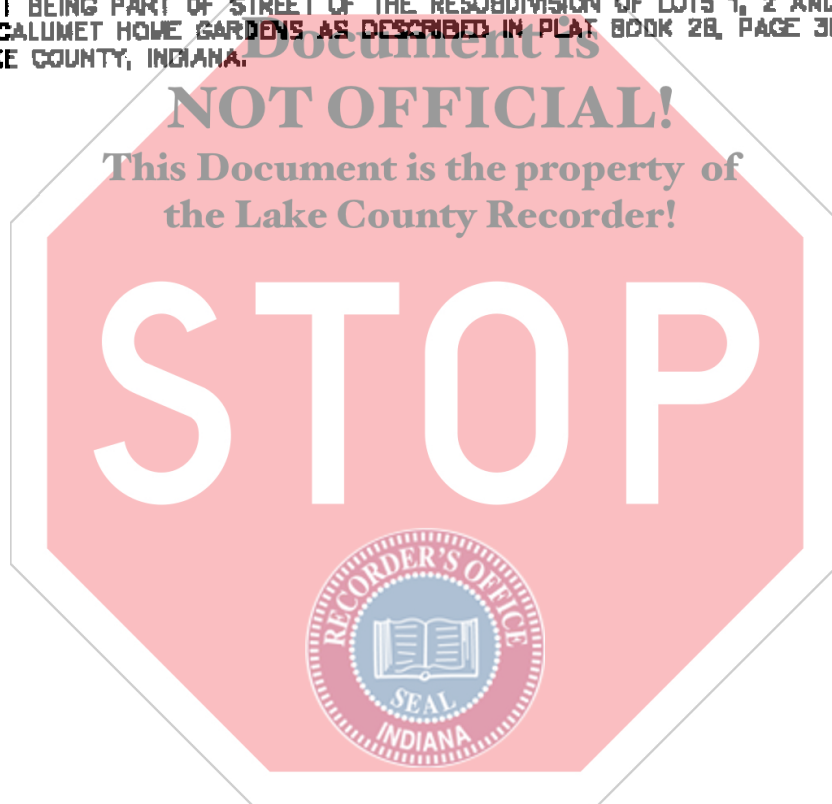
GRANTOR'S DEED:

[Description of Grantor's Property]

PARENT PARCEL DESCRIPTION (AS PROVIDED)

THE WEST HALF OF LOT 4, BY AREA, AND PART OF THE EAST HALF OF LOT 4 DESCRIBED AS THE CLEAR SPACE OF NOT LESS THAN 18 FEET IMMEDIATELY SURROUNDING AND ADJACENT TO THE DWELLING HOUSE ON SAID LOT 4 AS REALTED AND CONTAINED IN THE 9TH FINDING IN CAUSE NO. 1215B, IN THE PORTER CIRCUIT COURT, IN THE CAUSE OF PALJUG VERSUS PUSGARISH, ET AL, A TRANSCRIPT OF WHICH FINDING AND DECREE IS RECORDED IN DEED RECORD 850, PAGE 173, IN LAKE COUNTY, INDIANA, ALL IN THE CALUMET HOME GARDENS, AS SHOWN IN PLAT BOOK 22, PAGE 74, IN LAKE COUNTY, INDIANA.

ALSO, ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, FORMERLY DESCRIBED AS LOT 10, BLOCK 2, OF THE RESUBDIVISION OF LOTS 1, 2 AND 3 IN CALUMET HOME GARDENS, AS SHOWN IN PLAT BOOK 28, PAGE 38 (NOW VACATED), AND 30 FEET IMMEDIATELY NORTH OF AND ADJOINING THE NORTH LINE OF SAID VACATED LOT 10, BLOCK 2, SAID 30 FEET BEING PART OF STREET OF THE RESUBDIVISION OF LOTS 1, 2 AND 3, IN CALUMET HOME GARDENS AS DESCRIBED IN PLAT BOOK 28, PAGE 38, IN LAKE COUNTY, INDIANA.



**EXHIBIT "B"**  
**TO GRANT OF EASEMENT**

SITE SKETCH INCLUDING ACCESS ROAD TO PROPERTY:

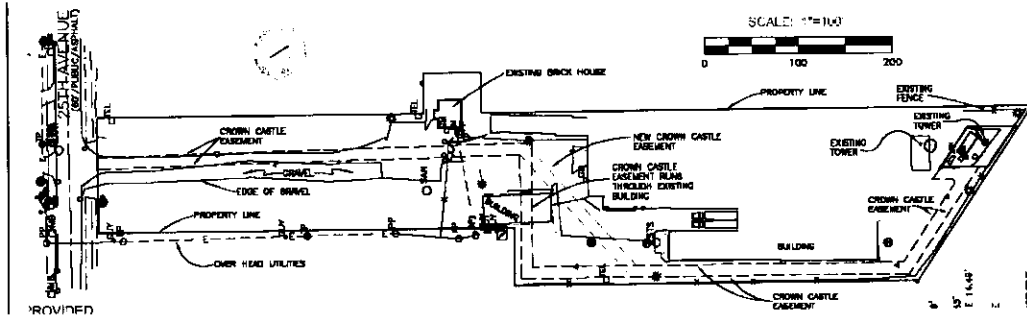


EXHIBIT "C"  
TO GRANT OF EASEMENT

DESCRIPTION OF EASEMENT AREA

CROWN CASTLE LEASE AREA DESCRIPTION (AS PROVIDED)

THAT PART OF LOT 4 IN CALUMET HOME GARDENS, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN AS PER PLAT THEREOF RECORDED IN PLAT BOOK 22, PAGE 74 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF THE WEST HALF OF SAID LOT 4; THENCE NORTH 56 DEGREES 13 MINUTES 42 SECONDS WEST 26.52 FEET ALONG THE SOUTHWESTERLY LINE OF SAID LOT; THENCE NORTH 33 DEGREES 44 MINUTES 18 SECONDS EAST 3.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 56 DEGREES 13 MINUTES 42 SECONDS WEST 50.00 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 41 SECONDS WEST 50.00 FEET; THENCE SOUTH 56 DEGREES 13 MINUTES 42 SECONDS EAST 50.00 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 41 SECONDS EAST 50.00 FEET TO SAID POINT OF BEGINNING.

CROWN CASTLE ACCESS/UTILITY EASEMENT (AS PROVIDED)

THAT PART OF LOT 4 IN CALUMET HOME GARDENS AND ALSO LOT 10 IN THE RESUBDIVISION OF LOTS 1, 2 AND 3 IN CALUMET HOME GARDENS (NOW VACATED), BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN IN LAKE COUNTY, INDIANA, DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF SAID LOT 4; THENCE SOUTH 00 DEGREES 55 MINUTES 48 SECONDS WEST 40.15 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREE 31 MINUTES 38 SECONDS EAST 400.12 FEET; THENCE SOUTH 00 DEGREES 55 MINUTES 48 SECONDS WEST 120.86 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 41 SECONDS EAST 384.01 FEET; THENCE SOUTH 56 DEGREES 13 MINUTES 42 SECONDS EAST 98.83 FEET; THENCE NORTH 01 DEGREES 43 MINUTES 19 SECONDS EAST 4.89 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 41 SECONDS WEST 20.85 FEET; THENCE SOUTH 56 DEGREES 13 MINUTES 42 SECONDS EAST 14.48 FEET TO A POINT ON THE WEST LINE OF THE HEREON DESCRIBED LEASE SITE; THENCE SOUTH 00 DEGREES 19 MINUTES 41 SECONDS EAST 40.34 FEET; THENCE NORTH 56 DEGREES 13 MINUTES 42 SECONDS WEST 132.82 FEET ALONG THE NORTH LINE OF THE HEREON DESCRIBED UTILITY EASEMENT; THENCE NORTH 00 DEGREES 19 MINUTES 41 SECONDS WEST 412.43 FEET ALONG THE EAST LINE OF THE SAID UTILITY EASEMENT; THENCE NORTH 00 DEGREES 55 MINUTES 48 SECONDS EAST 52.00 FEET ALONG THE SOUTH LINE OF SAID UTILITY EASEMENT; THENCE CONTINUING NORTH 00 DEGREES 55 MINUTES 48 SECONDS EAST 78.73 FEET; THENCE NORTH 01 DEGREE 31 MINUTES 38 SECONDS WEST 448.12 FEET TO THE NORTH LINE OF SAID LOT 4; THENCE NORTH 00 DEGREES 55 MINUTES 48 SECONDS EAST 12.00 FEET TO THE SAID POINT OF BEGINNING IN LAKE COUNTY, INDIANA.

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NEW CROWN CASTLE ACCESS/UTILITY EASEMENT (AS PROVIDED)

THAT PART OF LOT 4 IN CALUMET HOME GARDENS AND ALSO LOT 10 IN THE RESUBDIVISION OF LOTS 1, 2 AND 3 IN CALUMET HOME GARDENS (NOW VACATED), BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN IN LAKE COUNTY, INDIANA, DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED LEASE AREA; THENCE NORTH 56°13'42" WEST A DISTANCE OF 50.00 FEET ALONG THE SOUTH LINE OF SAID LEASE AREA; THENCE NORTH 00°19'41" WEST ALONG THE WEST LINE OF SAID LEASE A DISTANCE OF 9.66 FEET TO THE POINT OF BEGINNING; THENCE NORTH 56°13'42" WEST A DISTANCE OF 132.81 FEET; THENCE NORTH 00°19'41" WEST A DISTANCE OF 295.15 FEET; THENCE NORTH 47°28'38" EAST A DISTANCE OF 173.75 FEET; THENCE NORTH 01°31'38" WEST A DISTANCE OF 448.06 FEET TO A POINT ON THE NORTH LINE OF THE ABOVE DESCRIBED PARENT PARCEL; THENCE NORTH 89°55'48" EAST ALONG SAID NORTH LINE A DISTANCE OF 12.00 FEET; THENCE SOUTH 01°31'38" EAST A DISTANCE OF 462.12 FEET; THENCE SOUTH 47°28'38" WEST A DISTANCE OF 173.90 FEET; THENCE SOUTH 00°19'41" EAST A DISTANCE OF 283.48 FEET; THENCE SOUTH 56°13'42" EAST A DISTANCE OF 98.83 FEET; THENCE NORTH 81°43'19" EAST A DISTANCE OF 4.89 FEET; THENCE NORTH 00°19'41" WEST A DISTANCE OF 20.85 FEET; THENCE SOUTH 56°13'42" EAST A DISTANCE OF 14.48 FEET; THENCE SOUTH 00°19'41" EAST A DISTANCE OF 40.34 FEET; TO SAID POINT OF BEGINNING.

