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2015 070568

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2015 OCT 16 AM 11:14

**FILED**

MICHAEL B. BROWN  
RECORDER

JOHN F. PETALAS  
LAKE COUNTY AUDITOR

80231712

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

GRANT OF EASEMENT

This Grant of Easement (this "Easement") dated May 1, 2015, is made by Douglas Pointe III Associates, L.L.C., its successors and assigns, hereinafter referred to as "Grantor" whose address is 8900 Keystone Crossing, Suite 1200 Indianapolis, IN 46240 in favor of Comcast of Northern Indiana, Inc., its successors and assigns, hereinafter referred to as "Grantee," whose address is 1500 McConnor Parkway Schaumburg, IL 60173,

The Grantor and the Grantee are parties to a Services Agreement dated May 1, 2015, pursuant to which the Grantee provides certain broadband communications services to the Premises described below.

In consideration of One Dollar (\$1.00), the Grantor(s), owner(s) of the Premises described below, hereby grant(s) to the 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 "Company Wiring") 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 "Premises") commonly known as Douglas Pointe III, located at 5525 Hyles Avenue, Hammond, IN 46320 in Lake County, State of Indiana, described as follows:



015935

LEGAL DESCRIPTION:  
(See Attached)

The Grantor(s) agree(s) for itself and its successors and assigns that the Company Wiring on the Premises 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 Company Wiring and shall have free access to said Company Wiring 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 Premises of the Grantor, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and

NO SALES DISCLOSURE NEEDED

Approved Assessor's Office

By: \_\_\_\_\_

*RS*

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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 the Grantee, its successors or assigns provides broadband service to the Premises and for a period of 6 months thereafter.



IN WITNESS WHEREOF, the Grantor has caused this Easement to be executed by its duly authorized representative as of the date first written above.

**GRANTOR**

WITNESS/ATTEST:

Douglas Pointe III Associates, L.L.C.

By: DP III-Vision, LLC

Its: Sole Member

By: Vision Communities, Inc.

Its: Sole Member

*Noelle Malatesta*  
Name: Noelle Malatesta

By: *Brian L. Ploss*  
Name: Brian L. Ploss  
Title: Vice President

**ACKNOWLEDGEMENT OF GRANTOR**

STATE OF Indiana

COUNTY OF Marion

**Document is NOT OFFICIAL!**

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

The foregoing instrument was acknowledged before me this 31 day of March, 2015 by Brian L. Ploss, the Vice President of Vision Communities, Inc., the Sole Member of DP III-Vision, LLC, the Sole Member of of Douglas Pointe III Associates, L.L.C., on behalf of said entites. He/She is personally known to me or has presented DL (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.

PATRICIA ANN WILSON  
SEAL  
Notary Public, State of Indiana  
My Commission ends on November 21, 2018

*Patricia Ann Wilson*  
*Patricia Ann Wilson* Notary Public  
My commission expires: 11/21/2018  
County of Residence: Marion

**When Recorded, Return To:**  
Comcast of Northern Indiana, Inc.  
Attention: Mr. Hurness Wooten  
1255 W. North Avenue  
Chicago, IL 60622

**Drafted By:**  
Jane Walker  
Comcast of Northern Indiana, Inc.  
1500 McConnor Parkway  
Schaumburg, IL 60173

Parcel ID#: 45-06-01-201-007.000-023

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.

*Jane Walker*

[Signature]

Print Name: Jane Walker



LEGAL DESCRIPTION

Douglas Pointe III

APN: 45-06-01-201-007.000-023

Lot G-2 of:

A tract of land in the City of Hammond, North Township, County of Lake, State of Indiana, being a part of the Southwest Quarter and the Southeast Quarter of Section 36, Township 37 North, Range 10 West of the Second Principal Meridian and the Northeast Quarter of Section 1, Township 36 North, Range 10 West of the Second Principal Meridian, and more particularly described as BEGINNING at a point on the Southerly line of dedicated and occupied 60-foot wide Douglas Street, Douglas Street appearing as a 60-foot wide street on the recorded plat of Towle and Young's Addition, Plat Book 1, page 58, said point of beginning on the South line of 60-foot wide Douglas Street being 400 feet Westerly of the Westerly line of dedicated and occupied 60-foot wide Sohl Avenue, said Westerly line being 30 feet West of and parallel to the East line of the West One-Half of the Southeast Quarter of said Section 36; thence Southerly on a line parallel to and 400 feet Westerly of the West line of aforesaid Sohl Avenue for a distance of 800 feet; thence Easterly on a line that is parallel to and 800 feet South of the Southerly line of aforesaid Douglas Street for a distance of 400 feet to the Westerly line of aforesaid Sohl Avenue; thence Southerly on said Westerly line of Sohl Avenue for a distance of 636.6 feet to the North line of the 200-foot by 400-foot parcel of land in the Northwest corner of Sohl Avenue and Carroll Street centerline projected Westerly, said North line being 200 feet North of and parallel to the centerline projection of Carroll Street; thence Westerly on said North line which is parallel to and 200 feet North of the Westerly projection of the centerline of Carroll Street for a distance of 400 feet; thence Southerly on a line parallel to and 400 feet Westerly of the West line of aforesaid Sohl Avenue for a distance of 200 feet; thence Easterly on the Westerly projection of Carroll Street for a distance of 213.01 feet to a point that is 186.99 feet Westerly of the West line of aforesaid Sohl Avenue; thence S 20°10' W on the West line of the tract of land owned by School City of Hammond and described in Deed Record 1225, page 392, in the Recorder's Office, Lake County, Indiana for a distance of 198.84 feet; thence S 02°49' E for a distance of 650.8 feet; thence S 17°16' E for a distance of 254.75 feet; thence N 89°38' E for a distance of 53 feet to a line that is parallel to and 85 feet West of the Westerly line of what is now dedicated and occupied 80-foot wide Sohl Avenue; thence Southerly on said 85-foot parallel line for a distance of 160 feet; thence N 89°38' E for a distance of 85 feet to the Westerly line of dedicated and occupied 80-foot wide Sohl Avenue; thence Southerly on said Westerly line of Sohl Avenue to a point which is 102.66 feet Northeasterly from the center line of the Chicago and Erie right-of-way, measured at right angles thereto; thence Southeasterly at an angle of 145°51'30" a distance of 684.54 feet, more-or-less, to the North line of dedicated and occupied 80 foot wide Highland Street; thence Westerly on the North line of said Highland Street for a distance of 13.7 feet to the Easterly line of a 99-foot original right-of-way of C and A Railway Company as purchased and occupied since 1881; thence Northwesterly on the Easterly line of said 99-foot original right-of-way of the C and A Railway Company for a distance of 1376.8 feet to a point of curve; thence Northwesterly on a curve of 3224.78 foot radius, convex to the Southwest, with a deflection angle of 27°16' to the right and an arc distance of 1534.54 feet to a point of tangent; thence continuing Northwesterly on said Easterly line of the 99-foot right-of-way for a distance of 1191.4 feet to the South line of aforesaid 60-foot wide Douglas Street; thence Easterly along the Southerly line of Douglas Street 904.6 feet to the point of beginning;