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2020-089715

2020 Dec 8

11:00 AM

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MICHAEL B BROWN
RECORDER

507020 - 10 (Do Not Type Above This Line - For Recording Purposes Only)

GRANT OF EASEMENT

This Grant of Temporary Easement (this "Temporary Easement") dated September 30, 2019, is made by Georgia Street Apartments, L.L.C., with an address of 295 E. 61st Avenue, Merrillville, Indiana 46410 its successors and assigns, hereinafter referred to as "Grantor" in favor of Comcast Cable Communications Management, LLC, with an address of 1500 McConnor Parkway Schaumburg, IL 60173, its successors and assigns, hereinafter referred to as "Grantee."

The Grantor and the Grantee are parties to a(n) Services Agreement dated September 30, 2019, 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, a non-exclusive 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 Georgia Street Apartments, located at 5155 Georgia Street _____, Gary, IN 46409 in Lake County, State of Indiana described as follows:

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

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JOHN E. PETALAS
LAKE COUNTY AUDITOR

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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 Temporary Easement shall run for the term of the Services Agreement and any extensions or renewal thereof and for a period of 6 month(s) thereafter.



LEGAL DESCRIPTION

[see attached]

Lots 24, 25, 26, 27 and 28, both inclusive, in Gerrit Addition, in the City of Gary, as per plat thereof, recorded in Plat Book 35 page 12, in the Office of the Recorder of Lake County, Indiana.

Commonly known as 5125-5155 Georgia Street Gary, Indiana 46409

