

Doc#: 1223316041 Fee: \$86.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 08/20/2012 11:44 AM Pg: 1 of 24

After recording, return to:

C. Elizabeth Darke, Esq. Dykema Gossett PLLC 10 South Wacker Drive Suite 2300 Chicago, Illinois 60606 312-627-2293

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EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION

(PLEASE SEE LEGAL DESCRIPTIONS, P'NS AND OTHER INFORMATION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT 1)

This Easement Deed by Court Order in Settlement of Landowner Action (this "Easement") was previously recorded in Cook County, Illinois on December 27, 2011 as Document No. 1136119058. This document is a part of a re-recordation of the Easement to include supplemental information in Exhibit 1 to the Easement, which supplemental information is the legal descriptions of certain subject parcels of property, and to limit the number of parcels in each Exhibit 1 as required by the Cook County Recorder of Deeds.

Grantee's Name: Qwest, as defined in the "Settlement Agreement" referenced in this Egsement. That Settlement Agreement defines "Qwest" to include (1) Qwest Communications International Inc., (2) Qwest Communications Corporation, now known as Qwest Communications Company, LLC and (3) all of these entities' predecessors, successors, assigns, parents, affiliates and subsidiaries.

Address for Grantee: Qwest Communications Company, LLC 700 West Mineral Avenue Littleton, CO 80120 Attn: Jack Shives, ROW Manager

Tax Address for Grantee: Same As Above.

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United States District Court

Northern District of Illinois
Eastern Division

I, Thomas G. L. aton, Clerk of the United States District Court for the Northern District

of Illinois, do hereby attest and certify that the annexed document(s) is (are) a full, true, and correct copy of the original(s) on file in my office and in my legal custody.

IN TESTIMONY WHEREOF

I have hereunto subscribed my name and affixed the seal of the foresaid court at Chicago, Illinois, on リラジジック

THOMAS G. BRUTON/CLERK

By:\

Deputy Clerk

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Case: 1:05-cv-1108 Coment#: 2 Gill A 1/28/ Cago Pof 1 PageID #:3432 / DV7/3

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS

DON WAYNE McDANIEL et al.,)	
)	Civil Action No. 05 C 1008
Plaintiffs,)	Hon. Rebecca R. Pallmeyer
)	Magistrate Judge Keys
)	
v.)	
0)	
)	
QWEST COMMUNICATIONS)	
CORPORATION et al.,)	
0.5)	
Defendants.)	

EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION

WHEREAS, the parties to the above-captioned class action (the "Action") entered into an Illinois Class Settlement Agreement, as of March 16, 2011, (the "Settlement Agreement") (terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement Agreement); and

WHEREAS, on August 29, 2011, the Court entered a fixed Order and Judgment approving the Settlement Agreement and ordering that this Action may be settled as a class action on behalf of the following class:

A class (the "Settlement Class") defined as:

a class comprising all Persons who own or who claim to own, for any period of time during a Compensation Period, any Covered Property, provided, that "Settlement Class" or "Class" does not include: (1) Right-of-Way Providers and their predecessors, successors, parents, subsidiaries, and affiliates, past or present; (2) federal, state, and local governmental entities; (3) Native American nations and tribes; or (4) any Person who files a valid and timely exclusion on or before the Opt-Out Deadline.

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Case: 1:05-cv-01008 Decement #: \$24-iled: 10/28/11-Page 2 of 10 PageID #:3433

Members of this Class are referred to below as Class Members;

WHEREAS, the Settlement Agreement provides for the entry of an Easement Deed by Court Order in Settlement of Landowner Action by which the Settling Defendants acquire, to the extent that Class Members have the right to transfer it, a permanent telecommunications easement in the Right of Way adjacent to the property of each Class Member;

THERF, ORE, IT IS HEREBY ORDERED AND ADJUDGED THAT:

- hereafter defined), the Class Nember (the "Grantor") hereby grants to whichever of Sprint Communications Company L.P.; Qwest Communications Company, LLC, f/k/a Qwest Communications Corporation; Level 3 Communications, LLC, Level 3 Communications, Inc., and Level 3 Telecom Holdings, Inc.; WilTel Communications, Inc.; WilTel Communications, LLC; and Williams Communications, LLC, f/k/a Williams Communications, Inc., f/k/a Vyvx, Inc. has Designated for inclusion under a Settlement Agreement the Right of Way which adjoins, underties or includes Covered Property owned by the Class Meinter, together with it or their successors, assigns, and licensees (the "Grantee"), a permanent telecommunications easement in the Easement Premises. For each county in which this Easement Deed by Court Order in Settlement of Landowner Action is being recorded, a list of affected Class Members and affected parcels is attached as Exhibit 1.
- 2. The terms and conditions of the permanent telecommunications easement that is the subject of this Easement Deed by Court Order in Settlement of Landowner Action are:
- a perpetual easement and right of way (hereinafter, together with the rights and privileges herein granted, the "Easement") and right to place, lay, bury, construct, install, operate, repair,

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Case: 1:05-cv-1108 Document#: 12Crited: At/28/Coage Pof 10 PageID #:3434

maintain (including aerial patrol), renew, rebuild, replace, upgrade, expand, relocate, and remove fiber optic cables, copper cables, coaxial cables or other cables through which voice, data, video or other signals are transmitted, conduits, inner ducts, hand holes, splice vaults, poles, optical or electronic equipment, regenerator huts, marker posts or signs, and other related facilities appropriate for installation, use, or maintenance of such cables (collectively, the "Telecommunications Cable System"), in, on, over, under, through and/or across the Easement Premises. The Easement Premises means all that real property that (a) either (i) is included within a parcel of property that is described in Exhibit 1 or (ii) has a common boundary with a parcel of property described in Exhibit 1 (the "Grantor's Property") (for purposes of this Telecommunications Cable System Easement Deed, a parcel of property shall be deemed to have a common boundary with the Easement Prem ses if it is separated by a non-navigable river or a street, road, or highway, other than a numbered state or federal highway) and that (b) (i) is or was used as a railroad right of way ("Railroad Right of Way") and (ii) is on a side of the centerline of the Railroad Right of Way that is next to the Graptor's Property (the "Grantor Side"), and (iii) extends no more than ten (10) feet on each side of the Grantee's Telecommunications Cable System (A) as it existed on April 13, 2011 (B) where the actively used components of the Grantec's Telecommunications Cable System are moved or placed, provided, however, that only a single 20-foot easement per moved component may exist at any point in time in the Easement Premises, and the width of the moved component's Easement Premises shall be reduced on one side and increased by an equal linear footage on the other side wherever necessary in order that it shall in all places remain solely within the limits of a single Grantor Side of the Railroad Right of Way, and (C) where new components are installed to

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connect the existing Telecommunications Cable System to the edge of the Right of Way. The Easement shall be construed to grant Grantee all rights necessary to abandon in place unused components of Grantee's Telecommunications Cable System.

The Easement shall not include the right to construct on the Easement Premises regenerator buts and similar structures ("Buildings") in addition to those existing on April 13, 2011. The Easement shall include the rights to repair, replace, and expand existing Buildings, provided, however, true no such repair, replacement, or expansion shall increase the site that the Buildings occupy, or the height of any Building, by more than twenty-five percent. The Easement does not permit the construction of microwave towers, cell towers, or other components of a primarily abovegroun is at ewide Telecommunications Cable System.

The Easement includes the right to temporarily use the entire Grantor Side of the Railroad Right of Way for construction or maintenance, so long as Grantee uses its best efforts not to interfere with any real property which, although within the boundaries of the Easement Premises, is actually being used by Grantor; provided, however, that in no event shall Grantee be prohibited from using such real property if it is commercially reasonable to do so under the circumstances or if Grantee's Telecommunications Cable System is currently located within such area. The Easement shall include the right of reasonable ingress and egress to and from the Easement Premises over that portion of the Grantor's real property that underlies the Railroad Right of Way and, for repair and maintenance, over any existing private roads of Grantor, where access from public or railroad roads is not reasonably practical, provided Grantee has made commercially reasonable efforts to give prior notice to Grantor of Grantee's use of Grantor's private roads. Grantee shall not be liable for damages caused by its removal of trees,

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undergrowth, and brush within the Easement Premises necessary or appropriate for the enjoyment of the Easement. Nothing contained herein shall constitute a waiver of any right that Grantor may have for any damages to Grantor's property outside of the Easement Premises caused by Grantee's action. If Grantee's action causes damage to any of Grantor's existing improvements, including houses, garages, shops, sheds, and fences, or growing crops, which are within the Easement Premises, Grantee shall pay reasonable compensation to the Grantor for such damage to the extent provided by law.

From and after April 13, 2011, subject to all the restrictions and limitations stated herein, the Easement includes the right to construct and install additional components of a Telecommunications Cable System within the Easement Premises. Grantee agrees that, (a) unless it is required to do so by the railroad or other owner of Railroad Right of Way or (b) it is commercially reasonable under the circumstances to do so, it will not install additional components of a Telecommunications Cable System in the area of the Easement Premises that is outside a parallel fence constructed by the railroad or other owner of Railroad Right of Way or is actually being used by the Grantor or its successor, provided, however, that the foregoing shall not be binding upon Grantee if Grantee's Telecommunications Cable System is currently located within such area. If Grantee's action causes damage to any of Grantor's existing improvements, including houses, garages, shops, sheds, and fences, or growing crops, which are within the Easement Premises, Grantee shall pay reasonable compensation to the Grantor for such damage to the extent provided by law.

The Easement includes all rights necessary to the lawful occupation of the Easement Premises by an existing Telecommunications Cable System, and by any additional

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Telecommunications Cable System that is constructed and installed by or on behalf of Grantee in the Easement Premises and that is owned or operated by either (a) Grantee or (b) any person or entity to which Grantee sold, granted, leased, or otherwise transferred or may hereafter sell, grant, lease, assign, or otherwise transfer, all or any part of the rights in or use of such Telecommunications Cable System.

The Eaccount, however, does not apply to any Telecommunications Cable System that existed on April 15, 2011, but that was acquired by Grantee after that date (unless such Telecommunications Cable System or component thereof was acquired from any of Sprint Communications Company L.P.; Qwest Communications Company, LLC, f/k/a Qwest Communications Corporation; Level 3 Communications, LLC, Level 3 Communications, Inc., and Level 3 Telecom Holdings, Inc.; WilTel Communications, Inc.; WilTel Communications, LLC; and Williams Communications, LLC, f/k/a Williams Communications, Inc., f/k/a Vyvx, Inc.).

The Easement includes all rights granted herein that are necessary to authorize MCI Communications Services, Inc. a Delaware corporation, ("MCI"), lawhily to own, operate, use, permit others to use, and maintain the Telecommunications Cable System described in that certain Amended and Restated System Use and Service Agreement, dated September 1, 1991, between WTG-East, Inc., predecessor in interest to MCI and US Sprint Communications Company Limited Partnership, predecessor in interest to Sprint, and used by both MCI and Sprint ("the LightNet System"), provided, however, that nothing in this Easement shall be construed to convey rights to MCI, except through Grantee, in any telecommunications cable system other than the LightNet System.

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No oil, gas, or other mineral rights are granted and no existing oil, gas, or other mineral rights are expanded, limited, or affected by this instrument, provided, however, that Grantor shall not use a method of extraction that interferes with or impairs in any way the Easement, the Telecommunications Cable System, or the exercise of Grantee's rights herein.

Grant's shall not, nor shall Grantor authorize others to, construct or create any road, reservoir, excavation, obstruction, structure, or building or change the land grade on, in, over, under, through, or across the Easement Premises without the prior written consent of Grantee, provided that nothing herein shall be construed to affect the rights and obligations of any railroad with respect to the use, improvement, or alteration of its Railroad Right of Way, as provided in any agreement between the railroad and the Grantee, by applicable law, or otherwise.

It is understood and agreed that the Easement is not exclusive and is subject to all preexisting uses and pre-existing rights to use the Easement Premises, whether such uses are by
Grantor or others and whether for surface uses, crossings or encroachments by communication
companies or utilities. It is further understood and agreed that Grantor retains all of its existing
rights, if any, to grant, convey, assign, and restrict any and all rights (including future rights and
uses) on the Easement Premises, provided, however, and notwithstanding the foregoing, that
Grantor shall not use or authorize others to use the Easement Premises in a manner that interferes
with or impairs in any way Grantee's Telecommunications Cable System or the exercise by
Grantee of the rights granted herein.

Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful to the full and complete enjoyment and use of the Easement for the purposes stated herein,

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Case: 1:05-cv-(1008) Current #: 32 File A (128/10-age) of 1) PageID #:3439

including the right to sell, grant, lease, or otherwise transfer all or any part of the rights in or use of the Telecommunications Cable System.

Grantor conveys the Easement without warranty of title to any property interest in the Easement Premises. This instrument does not address and shall not affect any real property rights, including the priority of interests, between Grantor and any railroad or between Grantee and any railroad, or any of their predecessors, successors, past or present predecessors in interest, successors in interest, successors in title, members, partners, parents, subsidiaries, affiliates, lessees, assigns, and past, current, or future licensees or assignees. This Easement is not intended to impact or diminish ary railroad's existing rights or property interests in the Right of Way. This Easement shall not be construed to permit Grantee to interfere with railroad operations. This Easement also shall not perruit any component of a Telecommunications Cable System to remain in a Railroad Right of Way except (a) under existing or future agreements with the railroad or (b) in any Railroad Right of Way in which no railroad operates and no railroad retains any right, title, or interest. This Easement also shall not permit any new components to be installed to connect the existing Telecommunications Cable System to the edge of the Right of Way in any Railroad Right of Way as to which the Interstate Commerce Commission or the Surface Transportation Board has entered an order, pursuant to 49 U.S.C. § 10503, that the railroad is authorized to cease to provide or maintain rail service over that right of way and the railroad no longer provides or maintains rail service over that line, provided that if the railroad does not cease such rail service or later reactivates such service, then this limitation shall not apply.

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This Telecommunications Cable System Easement Deed is executed and delivered on behalf of Grantor for the purpose of granting the Easement to Grantee in, on, over, under, through and/or across the Easement Premises to the full extent of Grantor's right, title or interest, if any, in or to the Easement Premises, and the Easement granted hereby shall affect the Easement Premises only to the extent of Grantor's right, title, and interest therein. Grantor and Grantee agree that this Telecommunications Cable System Easement Deed shall not grant any rights to the Easement Premises, or any portion thereof, in which Grantor holds no right, title or interest.

No rights reserved to Grantor herein shall be deemed to expand rights reserved to Grantor under any other easement, right of way, I cense, lease, or any similar instrument or court order. No limitation herein on the rights of Grantee shall be deemed to limit rights heretofore granted by Grantor or its predecessors in interest under any other easement, right of way, license, lease, or any similar instrument or court order.

The terms and provisions of this instrument shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the Settling Defendants, the Grantor, their successors, assigns, personal representatives, and heirs.

This instrument fully sets forth the terms and conditions of the Easement. There are no oral or other written agreements between Grantor and Grantee that modify, alter, or amend this instrument.

TO HAVE AND TO HOLD the Easement, rights and privileges unto Grantee, its successors and assigns in perpetuity or until such time as Grantee shall cause the Easement to be released of record.

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Settling Defendants may record this Easement under the terms and conditions set 3. forth in the Settlement Agreements.

Dated: 04.28,2011

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EXHIBIT 1 – PART A LEGAL DESCRIPTIONS FOR 10 PROPERTIES FOLLOWS



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UNOFFICIAL COPY Office of the Cook County Clerk

Map Department Legal Description Records

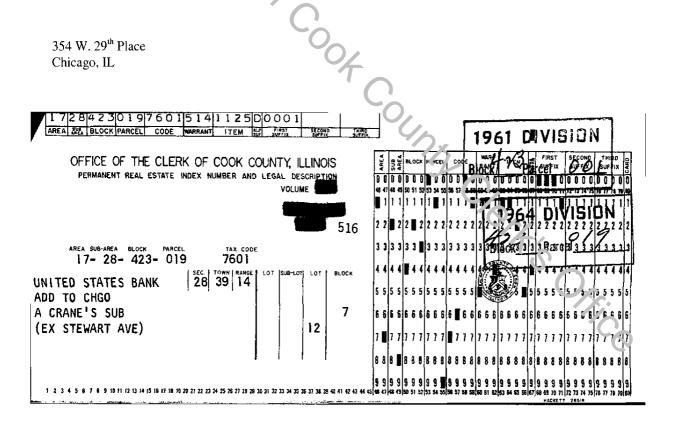
P.I.N. Number: 17284230190000

The legal description card(s) below is prepared in a format used for official county record-keeping, and can be used by the Coor County Recorder's Office to access their tract books.

If you need assistance interpreting this description, please obtain a copy of our instruction sheet "How to Read a Legal Description Card", available from the counter clerk or at our website www.cookctyclerk.com

Please verify the Property Identification Number or P.I.N. (also known as the "Permanent Real Estate Index Number"). If this is not the item you requested, please notify the counter clerk.

354 W. 29th Place Chicago, IL



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Map Department Legal Description Records

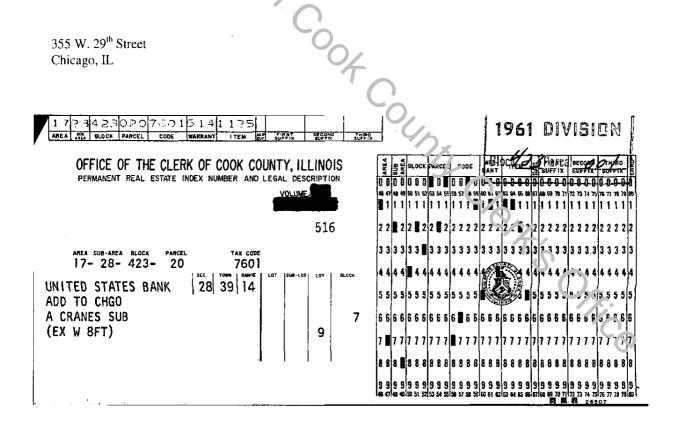
P.I.N. Number: 17284230200000

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355 W. 29th Street Chicago, IL



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P.I.N. Number: 17284150250000

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1223316041 Page: 17 of 24

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Map Department Legal Description Records

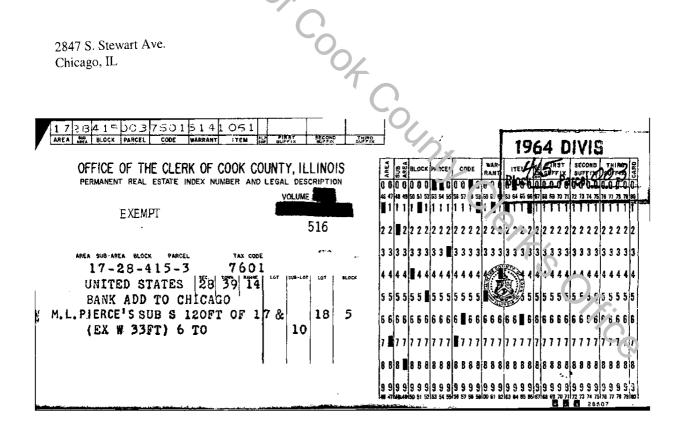
P.I.N. Number: 17284150030000

The legal description card(s) below is prepared in a format used for official county record-keeping, and can be used by the C. or County Recorder's Office to access their tract books.

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2847 S. Stewart Ave. Chicago, IL



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Map Department Legal Description Records

P.I.N. Number: 17284150420000

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1223316041 Page: 19 of 24

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	2805 S. Stewart Ave. Chicago, IL
•	17 28 415 041 516 76001 AREA SUB-AREA BLOCK PARCEL UNIT WARRANT CODE OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS PERMANENT REAL ESTATE INDEX NUMBER AND LEGAL DESCRIPTION VOLUME 516 AREA SUB-AREA BLOCK PARCEL UNIT 17 28 415 041 TAX CODE 76001
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Page: 1 of 1.

1223316041 Page: 20 of 24

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Map Department Legal Description Records

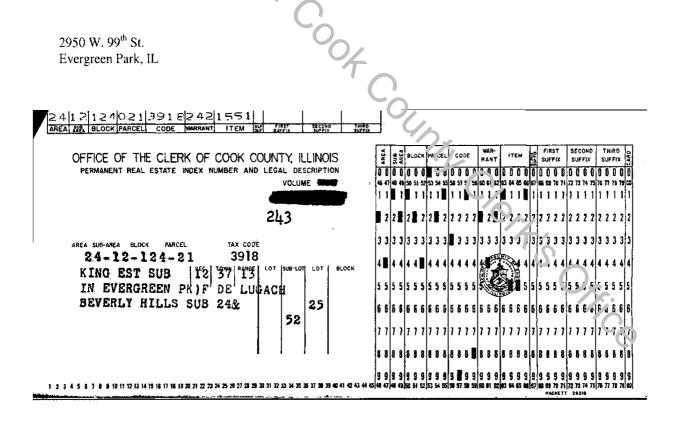
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2950 W. 99th St. Evergreen Park, IL



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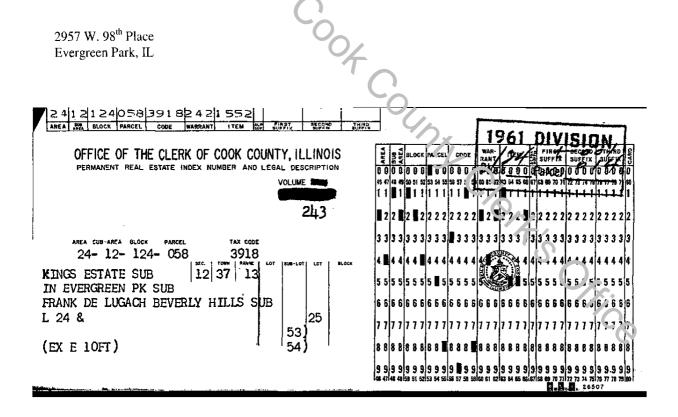
P.I.N. Number: 24121240580000

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2957 W, 98th Place Evergreen Park, IL



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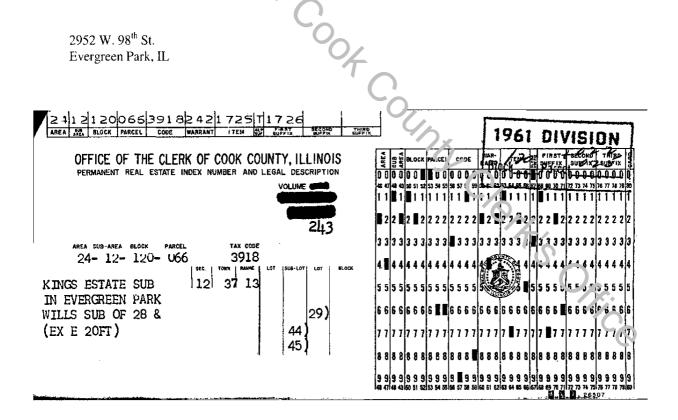
P.I.N. Number: 24121200660000

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2952 W. 98th St. Evergreen Park, IL



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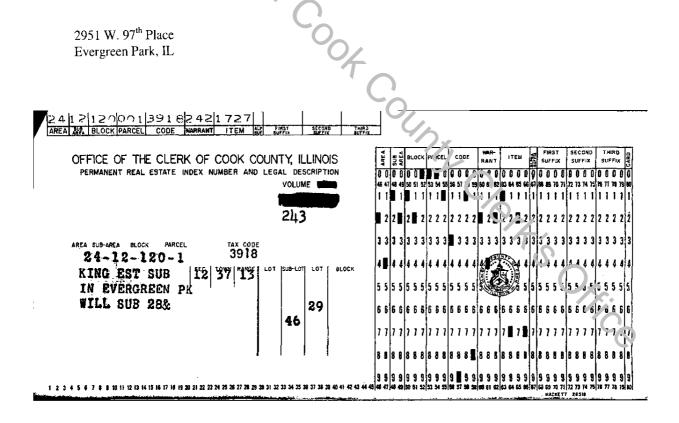
P.I.N. Number: 24121200010000

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2951 W. 97th Place Evergreen Park, IL



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EXHIBIT 1, PART B COOK COUNTY, ILLINOIS

	UNOFFICIAL COPY
ZIP***	60632 60616 60616 60487 60487 60805 60805 60805
\$T\$	
CITY**	Chicago IL Chicago IL Chicago IL Tinley Park IL Tinley Park IL Chicago IL Skokie IL Evergreen P IL Evergreen P IL
<u>ADDRESS</u> CONT'D***	
MAILING ADDRESS**	4852 £ P. rding 35.2 V. 29th St 8400 W 183rd Pl 8400 W 183rd Pl 2805 S Stewart 9437 Karlov 2957 W 98th Pl 2952 W 98th Pl 2951 W 97th Pl
<u>OWNERS/GRA</u> <u>NTS LAST</u> NAMES	Krystyna Ronald Ronny Shuo Barhara J rerie C Lois J
<u>OWNER/GRANTORS</u> <u>LAST NAMES</u>	39N-14E-28 Iwaniec 39N-14E-28 Marasso 39N-14E-28 Mark 39N-14E-28 South Stewart LLC 39N-14E-28 Chen 37N-13E-12 Kurtson Investment 37N-13E-12 Dorsey 37N-13E-12 Mayer
T.R.S	39N-14E-28 39N-14E-28 39N-14E-28 39N-14E-28 39N-14E-28 39N-14E-28 37N-13E-12 37N-13E-12 37N-13E-12
ASSESSOR PARCEL ID #	17284230190000 17284230200000 17284150250000 17284150420000 17284150410000 24121240580000 24121200660000 2412120060000
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