

AFTER RECORDING MAIL TO:  
AT&T CORP.  
RIGHT OF WAY DEPT.  
1200 PEACHTREE ST., NE-PA165  
ATLANTA, GA 30309

ROUTE: Palmer - Chicago 5  
SURVEY STA: \_\_\_\_\_ TO \_\_\_\_\_  
MARKER: \_\_\_\_\_ TO \_\_\_\_\_  
REP. TRACT NO.: IN-LK-019600  
DRAFT NO: \_\_\_\_\_

97067784

GRANT OF COMMUNICATION SYSTEMS RIGHT-OF-WAY EASEMENT

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 1997, by and between HAWK DEVELOPMENT CORP., 7535 Hawk Court, Schererville, Indiana 46375, hereinafter referred to as Grantor, and AT&T CORP., a New York corporation, 1200 Peachtree Street, NE, Atlanta, Georgia 30309, hereinafter referred to as Grantee,

WITNESSETH:

Grantor, for and in consideration of the payments, covenants, conditions and agreements contained herein does grant and convey unto Grantee and its successors and assigns (provided same are also "common carriers", "telecommunications providers" or "public utilities") a perpetual easement and right-of-way to install, maintain, remove and replace one underground communications system cable under and across a strip of land described in Exhibit "A" attached hereto; together with the right of ingress and egress to said strip of land from either the point on the said land where the said strip enters the land or from where the strip leaves the land, or from any established lane, road or driveway on the land; including the right to clear and keep cleared all obstructions and all trees, roots and brush from the surface of said strip, and to do such other things on said strip as may be reasonably necessary to install, maintain, operate, remove and replace said communications system cable.

Grantor also grants and conveys unto Grantee and its successors and assigns (provided same are also "common carriers", "telecommunications providers" or "public utilities") a temporary easement and right-of-way, to continue in force for sixty days and to terminate without further action by the parties at midnight on the 60<sup>th</sup> day after date hereof; for the purpose of entering upon the same to construct the said underground communications system cable under and across a strip of land described in Exhibit "A" adjoining the said permanent easement and right-of-way; together with the right of ingress and egress to said strip of land (for such temporary construction easement and right-of-way) from either the point on the said land where the said strip enters the land or from where it leaves the land, or from any established lane, road or driveway on the land; and to do such other things on said strip as may be reasonably necessary to construct such underground communications system cable.

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
97 OCT - 9  
MORRIS  
RECORDED

**FILED**

OCT 07 1997

**SAM ORLICH**  
AUDITOR LAKE COUNTY

205000

2000  
SW

CS

A general description of the installation work to be done is set forth in Exhibit "B" attached hereto.

Grantor reserves the right to continue to use such land for all purposes not inconsistent with the necessary and reasonably convenient uses thereof by Grantee and its successors and assigns for the purposes aforesaid; provided that no structure shall be erected or permitted on the permanent easement and right-of-way, nor shall any structure be placed on the temporary land prior to the expiration of said temporary easement.

These grants are made by the Grantor and accepted by the Grantee under the following additional terms and conditions;

1.0 Grantee agrees that said communications system cable will be installed in general conformity with the provisions of Exhibit "B".

2.0 Grantee shall indemnify and save harmless the Grantor, and the beneficiaries of Grantor, from all claims, litigation and liability asserted against them or any of them, and any costs and attorneys' fees incidental thereto, on account of injury to or death of any person or persons whomsoever or on account of damage to any property, caused by, connected with, or in any way attributable to, the exercise of the rights herein granted or Grantee's failure to comply with any of the terms or conditions hereof, provided, however, that nothing herein requires Grantee to indemnify any party with respect to the party's own negligence. Grantee shall undertake the defense of Grantor, and said beneficiaries in any such litigation, if Grantor requests Grantee to do so.

3.0 Grantee agrees to obtain, at its sole cost and expense, such permits, licenses or other authority which may be required from any authorities having jurisdiction, before using said premises for the purposes herein proposed and agrees to comply with and strictly observe any and all laws, rules, statutes and regulations of such authorities.

4.0 Grantee agrees to pay Grantor, the beneficiaries of Grantor, and Grantor's lessees, for any and all damage and expense which they or any of them may sustain or be put to because of damage to any property of Grantor or Grantor's lessees, including, but not by way of limitation, damage to crops, fences, pasture lands or livestock, on account of the installation, operation, maintenance, repair, replacement or removal of the communications system cable, and Grantee agrees, upon completion of said work, to replace all back-filling material and surfacing material in a neat and workmanlike manner and to leave Grantor's property in a neat, clean and orderly condition, including the restoration of top soil to its original depth where tillable soil existed prior to installation of said cable and restoration of the ground to its original elevation. Grantee agrees that there shall be no impairment of natural drainage or any installed drainage facilities occasioned by the construction, installation, repair, replacement, maintenance, operation, or removal of the communications system cable.

5.0 Exhibit "A" attached hereto is hereby by reference expressly made a part hereof.

6.0 The terms "Grantor" and "Grantee" wherever used in this instrument are intended, in each instance, to include the respective successors and assigns of Grantor or Grantee, whichever the case may be, and all of the terms and provisions of this instrument shall insure to the benefit of and be binding upon the respective successors and assigns of Grantor and Grantee.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their proper officers thereunto duly authorized as of the day and year first herein-above written.

WITNESS:

J. L. A. 82

GRANTOR:

HAWK DEVELOPMENT CORP.

BY: J. W. Paul

TITLE: pres

WITNESS:

Peggy J. Womack

GRANTEE:

AT&T CORP.

BY: Ellie G. Watson

Ellie G. Watson  
District Manager

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## **EXHIBIT "A"**

A permanent easement sixteen and one-half (16.5) feet wide and an adjacent temporary easement for construction thirty-three and one-half (33.5) feet wide, the Southerly boundary of said 33.5 foot strip being the Northerly boundary of said 16.5 foot strip, over, through, under and across the following described tract(s) of land;

**THE SOUTH HALF (S ½) OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 8  
WEST IN LAKE COUNTY, INDIANA**

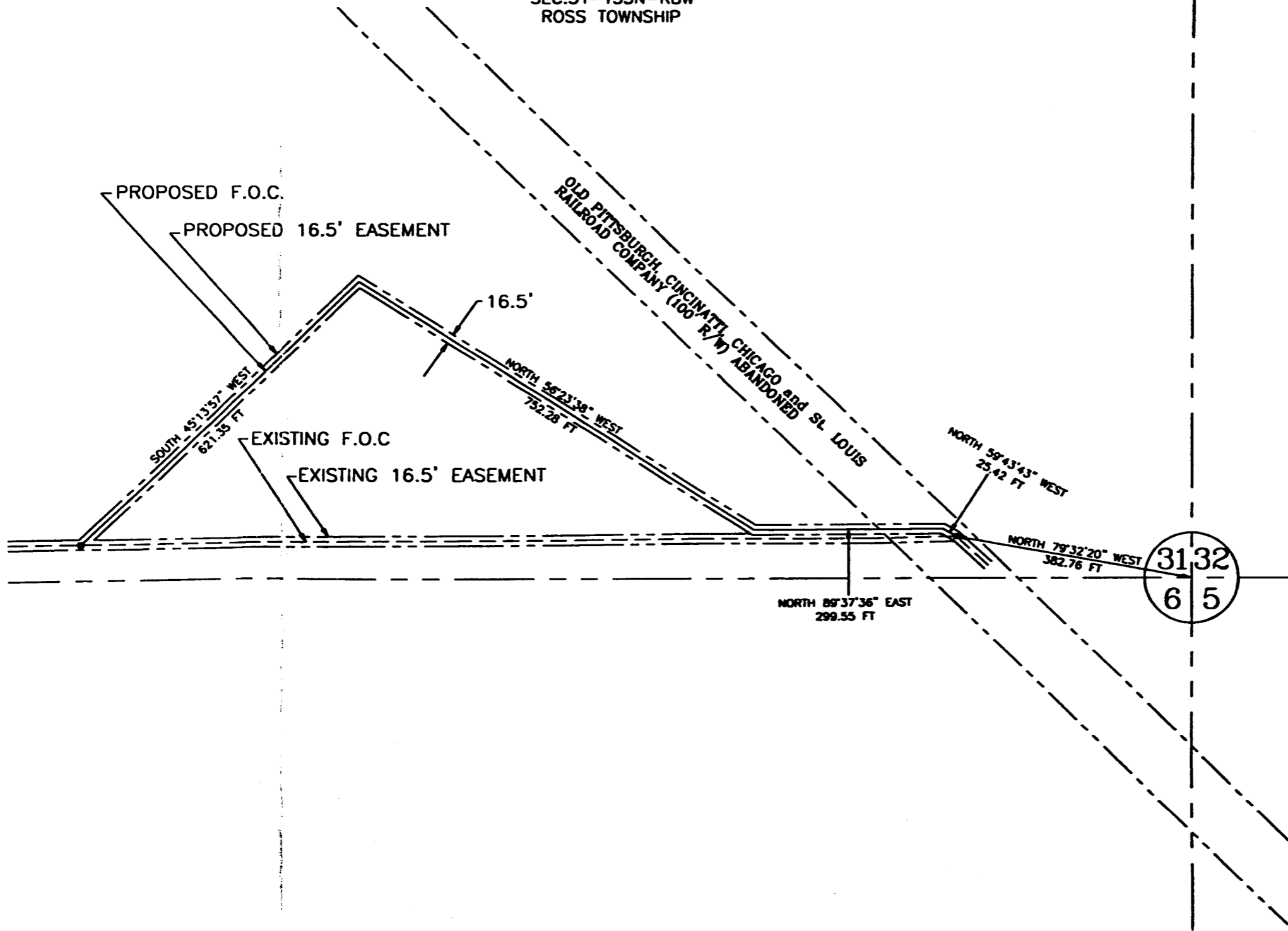
**THE CENTER LINE OF THE SIXTEEN AND ONE-HALF (16.5) FEET WIDE  
EASEMENT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

Beginning at the Southeast Corner of Section 31  
thence NORTH 77 DEGREES 10 MINUTES 12 SECONDS WEST  
a distance of 312.97 FEET to a Point where Easement begins  
thence NORTH 59 DEGREES 43 MINUTES 43 SECONDS WEST  
a distance of 25.42 FEET to a Point  
thence SOUTH 89 DEGREES 37 MINUTES 36 SECONDS WEST  
a distance of 299.55 FEET to a Point  
thence NORTH 56 DEGREES 23 MINUTES 38 SECONDS WEST  
a distance of 752.28 FEET to a Point  
thence SOUTH 45 DEGREES 13 MINUTES 57 SECONDS WEST  
a distance of 621.35 FEET to a Point  
intersecting with existing Cable and Easement

The course of said easement strips are depicted on Attachment "1" of this Exhibit.

=LAKE COUNTY, INDIANA=

SEC.31-T35N-R8W  
ROSS TOWNSHIP



REVISIONS :

NOTES :



PREPARED FOR RECORD  
APPROVED FOR JAY BODWELL  
OUTSIDE PLANT ENGINEER DATE  
I HEREBY CERTIFY THAT THESE PLANS WERE  
PREPARED BY ME OR UNDER MY SUPERVISION  
AND THAT I AM A REGISTERED CIVIL  
ENGINEER IN THE STATE OF

DATE: \_\_\_\_\_  
  
 Contract Services, Inc.

PROPRIETARY  
 THE PURPORT TO COUNTY RESOLUTIONS  
 SPECIFICATION  
 ESTIMATE: KCR0107-0111

OWNERSHIP: \_\_\_\_\_  
 CABLE GEO: \_\_\_\_\_  
 CABLE CLI: \_\_\_\_\_

SCALE: 1" = 200'

PALMER - CHICAGO 5

PROPOSED  
 CONSTRUCTION  
 EASEMENT

ATTACHMENT "2"

e name: I:\DRAFTING\HAWKDEV\JGL

## **EXHIBIT "B"**

**This is the Exhibit "B" referred to in the foregoing offer, dated September 18, 1997, made to Hawk Development Corporation.**

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by AT&T, a New York Corporation. The following is a description of the proposed construction and the facilities which will be a part of the communications system and includes items that may or may not be placed on or under property.

In general there will be one (1) communications cable, approximately 3/4 of an inch in diameter, buried a minimum of four (4) feet below the existing surface of the ground. The cable will be placed inside a polyethylene inner duct which is approximately 1 1/4 inch in diameter. There will be one (1) marker tape buried a minimum of eighteen (18) inches below the existing surface of the ground. In addition there may be a number of trench plug type soil erosion control measures installed below the existing surface of the ground. If a stream or river exists or steep ground surfaces exist, there may be additional terrace or retaining wall type soil erosion control measures installed.

If there are any road or stream crossings or other type of surface obstruction on or adjacent to your property, there may be a four (4) inch diameter pipe with innerducts placed a minimum of four (4) feet below the existing surface of the ground through which the above described communications cable will be placed.

The cable construction techniques may require the placement of a splicing handhole to be placed on your property. the handhole will be buried a minimum of forty-eight (48) inches below the existing surface of the ground and in line with the communications cable. If a splicing handhole is installed, there may be an electronic locator marker placed above the handhole six (6) inches above the lid of the splicing hand hole.

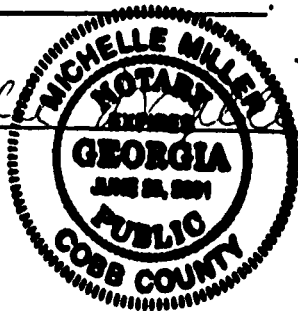
If there are any roads, streams, fences or other natural or man-made changes in terrain on or adjacent to your property, there may be one or more cable marker posts with signs installed at or near the above described locations. In addition, a cable marker sign may be installed at property line crossings and /or attached to each existing fence near the location where the cable crosses the fence.

STATE OF GEORGIA  
COUNTY OF COBB

On this 29<sup>th</sup> day of September, 19 97, before me personally  
appeared to me MONICA D. UREWOLI

\_\_\_\_\_ know to be the person (or  
persons) who executed the foregoing instrument, and acknowledged that he (or they)  
executed the same as his (or their) free act and deed.

My commission expires: June 25, 2001

Michelle Miller  


STATE OF INDIANA  
COUNTY OF LAKE

On this 7<sup>th</sup> day of OCTOBER, 19 97, before me personally  
appeared to me J.W. HANK

\_\_\_\_\_ know to be the person (or  
persons) who executed the foregoing instrument, and acknowledged that he (or they)  
executed the same as his (or their) free act and deed.

My commission expires: 4-3-98  
J.A. Slager  
JACK A. SLAGER