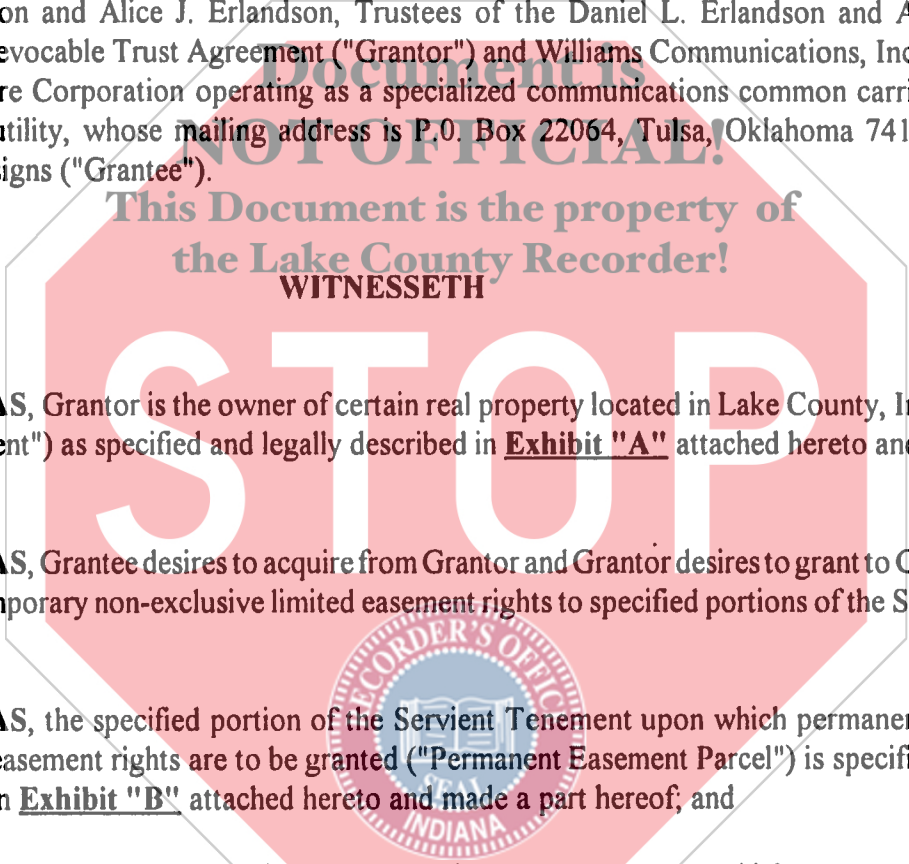


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Tract No. IN-LA-030

2000 045950  
**AGREEMENT AND GRANT OF EASEMENT**

**THIS AGREEMENT AND GRANT OF EASEMENT** ("Agreement") is made between Daniel L. Erlandson and Alice J. Erlandson, Trustees of the Daniel L. Erlandson and Alice J. Erlandson 1991 Revocable Trust Agreement ("Grantor") and Williams Communications, Inc. d/b/a VYVX, a Delaware Corporation operating as a specialized communications common carrier and telephone public utility, whose mailing address is P.O. Box 22064, Tulsa, Oklahoma 74121, its successors and assigns ("Grantee").



**WHEREAS**, Grantor is the owner of certain real property located in Lake County, Indiana, ("Servient Tenement") as specified and legally described in Exhibit "A" attached hereto and made a part hereof; and

**WHEREAS**, Grantee desires to acquire from Grantor and Grantor desires to grant to Grantee permanent and temporary non-exclusive limited easement rights to specified portions of the Servient Tenement; and

**WHEREAS**, the specified portion of the Servient Tenement upon which permanent non-exclusive limited easement rights are to be granted ("Permanent Easement Parcel") is specified and legally described in Exhibit "B" attached hereto and made a part hereof; and

**WHEREAS**, the specified portion of the Servient Tenement upon which temporary non-exclusive limited easement rights are to be granted ("Temporary Easement Parcel") is specified and legally described in Exhibit "C" attached hereto and made a part hereof; and

**WHEREAS**, the purpose of granting said permanent and temporary non-exclusive limited easement rights regarding the Permanent Easement Parcel and the Temporary Easement Parcel is to permit Grantee to install and operate an underground telecommunications system for the transmission of telecommunication services, subject to the following terms and conditions.

**FILED**  
**PETER BENJAMIN**  
**LAKE COUNTY AUDITOR**

**NOW, THEREFORE, IT IS AGREED** as follows:

02108

- 1. That for purposes of this Agreement, the underground telecommunications system

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("Telecommunications System"), to be installed and operated by Grantee, shall consist of three (3) buried flexible conduits and associated cables, wires, underground splicing boxes, and any other underground appurtenances thereto, at any time or times for the transmission of data or communications for and by others.

2. That for and in consideration of the sum of One and -----00/100 Dollars (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys unto Grantee, its successors and assigns, a permanent non-exclusive limited easement under, through, and across the Permanent Easement Parcel and a temporary non-exclusive limited easement under, through, and across the Temporary Easement Parcel herein for the purposes set forth and subject to the terms and provisions of this Agreement.
3. That the rights granted in the Permanent Easement Parcel are for the limited purpose of permitting Grantee to survey, construct, install, test, maintain, inspect, operate, protect, repair, upgrade, replace, abandon, and remove the Telecommunications System, at any time or times.
4. That the rights granted in the Temporary Easement Parcel are for the limited purpose of permitting Grantee to survey, construct, install, and test the Telecommunications System.
5. That Grantee is granted the right of ingress and egress, within the boundaries of the Permanent Easement Parcel or the Temporary Easement Parcel, to, from, and along the Permanent Easement Parcel or the Temporary Easement Parcel.
6. That Grantee has paid Grantor in advance for any and all damage to any landscaping or improvements on the Permanent Easement Parcel or the Temporary Easement Parcel committed by Grantee, its agents or employees, in the surveying, construction, installation, and testing of the Telecommunications System with the exception of any and all drain tiles on the Permanent Easement Parcel or the Temporary Easement Parcel damaged by the Grantee, its agents or employees, in the surveying, construction, installation, and testing of the Telecommunications System which shall be promptly repaired and paid for by Grantee. The foregoing notwithstanding, Grantee shall discharge its obligations pursuant to numerical paragraph 9 of this Agreement.
7. That any and all damage to crops of Grantor's tenant on the Permanent Easement Parcel or the Temporary Easement Parcel committed by Grantee, its agents or employees, in the surveying, construction, installation, and testing of the Telecommunications System shall be the sole responsibility of Grantor.
8. That Grantee does hereby agree that any damage to any landscaping or improvements on the lands of Grantor adjoining the Permanent Easement Parcel or the Temporary Easement Parcel committed by Grantee, its agents or employees, in the surveying, construction, installation, testing, maintenance, operation, patrol, repair, revision, supplementation, removal, replacement, or renewal of the Telecommunications System, or otherwise, shall be

promptly repaired and paid for by Grantee.

9. That Grantee shall restore the surfaces of the Permanent Easement Parcel and the Temporary Easement Parcel as nearly as reasonably practical to its original condition, grade, and level following any surveying, construction, installation, testing, maintenance, operation, patrol, repair, revision, supplementation, removal, replacement, or renewal of the Telecommunications System by Grantee, its agents or employees.
10. That such restoration as described in numerical paragraph 9 of this Agreement shall include, but not be limited to, the replacement of previously existing landscaping, driveways, roadways, and vegetation.
11. That Grantee shall install and maintain the Telecommunications System at a depth sufficient to permit agricultural use of the Servient Tenement without injury or damage to the Telecommunications System.
12. That Grantee shall place no above ground structures or improvements, except for markers only at property lines, fence lines, and road and stream crossings, upon the Permanent Easement Parcel.
13. That Grantee shall place no above ground structures or improvements upon the Temporary Easement Parcel.
14. That all rights granted Grantee herein in the Temporary Easement Parcel shall terminate and all rights therein revert back to Grantor and shall no longer exist upon the earlier of: (i) the date that Grantee provides Grantor with notification that the Telecommunications System has been "put into service"; or (ii) June 1, 2001.
15. That Grantee agrees to comply with all State and Federal laws relating to the exercise of the rights herein granted.
16. That Grantee shall and will indemnify and save Grantor, its heirs, successors, and assigns and its and their agents, attorneys, representatives, and employees harmless from and against any and all damage, injuries, losses, claims, demands, or costs, including, but not limited to, attorney's fees, arising out of or in any way relating to Grantee's use of the Permanent Easement Parcel or the Temporary Easement Parcel, rights, or authority granted herein, including, but not limited to, any and all damage, injury, loss, claim, demand, or cost arising out of or in any way relating to any act or omission or allegation thereof of the Grantee, its agents or employees, in the surveying, construction, installation, testing, maintenance, operation, patrol, repair, revision, supplementation, removal, replacement, or renewal of the Telecommunications System.
17. That Grantee shall and will indemnify and save Grantor harmless from and against any and all claims, demands, or causes of action, including attorney fees, asserted by Amoco Pipeline Company, its successors or assigns against Grantor arising out of or in any way relating to

the rights granted Grantee herein.

18. That Grantee may remove from the Permanent Easement Parcel undergrowth, brush, debris, or underground root systems which may endanger safety or interfere with the use or enjoyment of the Telecommunications System.
19. That 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 Permanent Easement Parcel for the purposes stated herein.
20. That Grantor reserves the use of the Permanent Easement Parcel in any manner not inconsistent with the rights granted herein to Grantee, but no buildings or residential or storage structures shall be erected, placed, or allowed to exist on the Permanent Easement Parcel by Grantor.
21. That the rights and privileges granted Grantee herein are not exclusive and Grantor reserves the right to grant the same, similar, or additional easements, rights or authorities to others with respect to the Permanent Easement Parcel and all other real estate of Grantor adjacent to the Permanent Easement Parcel, provided such same, similar, or additional easements, rights, or authorities shall not interfere with the Easement, rights, and authority granted herein to Grantee or the operation, reliability, or integrity of the Telecommunications System.
22. That by Grantor executing this Agreement, Grantee has permission to enter upon the Servient Tenement to conduct such preparatory work for the installation of the Telecommunications System such as surveying, setting out markers, and any other necessary pre-installation requirements.
23. That after the installation of the Telecommunications System is completed and not later than June 1, 2001, Grantee, at Grantee's sole expense, shall provide Grantor with a legal description and descriptive plat of the Permanent Easement Parcel.
24. That the terms and provisions of this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, personal representatives, and heirs.
25. That this instrument fully sets forth the terms and conditions of the Agreement and there are no oral or other written agreements between Grantor and Grantee that modify, alter, or amend this Agreement.

**TO HAVE AND TO HOLD** the rights and privileges herein granted unto Grantee, its successors, and assigns forever, and Grantor hereby binds Grantor, Grantor's heirs, executors, administrators, successors, and assigns to warrant and forever defend all and singular the rights herein granted in the Permanent Easement Parcel and the Temporary Easement Parcel unto Grantee,

its successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof, subject to existing conditions, easements, covenants, rights of way, and other matters of record.

**IN WITNESS WHEREOF**, this Agreement has been entered into to be effective upon its execution by both Grantor and Grantee.

**GRANTOR:**

Daniel L. Erlandson  
Daniel L. Erlandson, Trustee of the Daniel L. Erlandson  
and Alice J. Erlandson 1991 Revocable Trust Agreement

Address: 151 Gold Creek Circle  
Folsom, California 95630

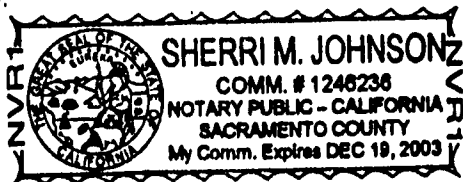
Alice J. Erlandson  
Alice J. Erlandson, Trustee of the Daniel L. Erlandson  
and Alice J. Erlandson 1991 Revocable Trust Agreement

Address: 151 Gold Creek Circle  
Folsom, California 95630

STATE OF California )  
COUNTY OF Sacramento ) SS

Before me, a Notary Public, in and for said County and State, personally appeared Daniel L. Erlandson, and acknowledged the execution of the above and foregoing **AGREEMENT AND GRANT OF EASEMENT** to be his voluntary act and deed.

Witness my hand and Notarial Seal this 27 day of May, 2000.



Sherrri M. Johnson, Notary Public  
Sherrri M. Johnson, Printed Name

A resident of Sacramento County, State of California



STATE OF California )  
 ) SS  
COUNTY OF Sacramento )

Before me, a Notary Public, in and for said County and State, personally appeared Alice J. Erlandson, and acknowledged the execution of the above and foregoing **AGREEMENT AND GRANT OF EASEMENT** to be her voluntary act and deed.

Witness my hand and Notarial Seal this 27 day of May, 2000.



Sherrri M. Johnson, Notary Public  
Sherrri M. Johnson, Printed Name

A resident of Sacramento County, State of California

**GRANTEE:**

Williams Communications, Inc. d/b/a VYVX  
P.O. Box 22064  
Tulsa, Oklahoma 74121,

By: [Signature] (signature)

DWAYNE A. MOSELEY ATTY-IN-FACT (type or print name and state capacity of authority)

STATE OF Indiana )  
 ) SS  
COUNTY OF Marion )

Before me, a Notary Public, in and for said County and State, personally appeared Dwayne A. Moseley on behalf of Williams Communications, Inc. d/b/a VYVX, and acknowledged the execution of the above and foregoing **AGREEMENT AND GRANT OF EASEMENT** to be his voluntary act and deed.

Witness my hand and Notarial Seal this 25<sup>th</sup> day of May, 2000.

Connie J. Monschein, Notary Public  
\_\_\_\_\_, Printed Name

A resident of Marion



CONNIE J. MONSCHIN  
Res. of Marion County  
Comm. Exp. 2-20-2003

**Exhibit "A"****Servient Tenement**

The South 1/2 of the Southwest 1/4 of the Northeast 1/4, the NW 1/4 of the SE 1/4, a part of the S 1/2 of the NE 1/4 of the SE 1/4 and a part of the SE 1/4 of the SE 1/4, all in Section 27, Township 33 North, Range 8 West of the 2nd P.M., and a part of the SW 1/4 of the SW 1/4 of Section 26, Township 33 North, Range 8 West of the 2nd P.M. in Eagle Creek Township, Lake County, Indiana, described as follows: Beginning at the Southeast corner of the SE 1/4 of said Section 27; thence North 88° 19' 27" West along the South line of said SE 1/4 of the SE 1/4, 1320.89 feet to the West line of said SE 1/4 of the SE 1/4; thence North 00° 18' 44" East along said West line 1319.80 feet to the South line of the NW 1/4 of the SE 1/4 of said Section 27; thence North 88° 15' 19" West along said South line, 1321.57 feet to the North and South center line of said Section 27; thence North 00° 17' 04" East along said center line 1982.12 feet to the North line of the South 1/2 of the SW 1/4 of the NE 1/4 of said Section 27; thence South 88° 09' 06" East along said North line, 1322.59 feet to the East line of said South 1/2 of the SW 1/4 of the NE 1/4; thence South 00° 18' 44" West along said East line and along the East line of the NW 1/4 of the SE 1/4 of said Section 27, a distance of 1879.71 feet to a line that is parallel to and 100.00 feet North of the North line of the SE 1/4 of the SE 1/4 of said Section 27; thence South 88° 15' 19" East along said parallel line, 111.83 feet; thence South 00° 18' 44" West, parallel to the West line of the South 1/2 of the NE 1/4 of the SE 1/4 of said Section 27 and parallel to the West line of the SE 1/4 of the SE 1/4 of said Section 27, a distance of 340.11 feet; thence South 88° 15' 19" East, parallel to the North line of the SE 1/4 of the SE 1/4 of said Section 27 a distance of 1209.62 feet to a point on the West line of said Section 26 that is North 00° 20' 25" East, 1078.09 feet of the Southwest corner of said Section 26, continuing, South 88° 15' 19" East, 307.04 feet to the Northwest corner of a parcel of land deeded to the Northern Indiana Public Service Company, as shown in Deed Record 1335, Page 180, in the Office of the Recorder of Lake County, Indiana; thence South 00° 31' 13" West along the West line of said parcel of land, 136.00 feet; thence South 89° 28' 47" East along the South line of said parcel of land, 215.00 feet to the center line of a North-South county road, now known as Mississippi Street; thence South 00° 31' 13" West along said center line 945.00 feet to the South line of said Section 26; thence North 88° 25' 59" West along said South line, 518.66 feet to the point of beginning, containing 105.677 acres, more or less.

**Exhibit "B"**

**Permanent Easement Parcel**

A ten foot (10') wide Permanent Easement and Right-of-Way crossing part of the Southwest Quarter of Section 26 and part of the Southeast Quarter of Section 27, all in Township 33 North, Range 8 West, of the Second Principal Meridian, Eagle Creek Township, Lake County, Indiana and being part of that tract or parcel of land being more particularly described in a certain Quitclaim Deed from Alice J. Erlandson to Daniel L. Erlandson and Alice J. Erlandson as Trustees, and recorded as Instrument Number 95078550 in the Office of the Recorder of Lake County, Indiana. Said ten foot (10') Easement strip lying five feet (5') on each side of the following described centerline:

Commencing at a Brass Plug found at the southwest corner of said Section 26; thence along the south line of said Southwest Quarter Section, S 88°25'59" E 162.60 feet to the POINT OF BEGINNING of the described centerline on the south line of said tract of land, said point being 20.0 feet southwesterly of (as measured perpendicular to) an existing pipeline (as located by others and described on a Descriptive Plat prepared by Robert A. Krull, Land Surveyor, and certified November 29, 1999) crossing the south line of said Quarter Section at a distance of 186.95 feet from said southwest corner.

THENCE N 33°12'18" W, 60.94 feet to a point 20.0 feet southwesterly of (as measured perpendicular to) said described pipeline;

THENCE N 37°02'44" W, 1318.00 feet to the POINT OF EXIT of the described centerline on the northerly line of said tract of land, said point being 20.0 feet southwesterly of (as measured perpendicular to) said described pipeline. Said point also being on said northerly line, N 88°15'19" W, 671.58 feet from the east line of the Southeast Quarter of Section 27, Township 33 North, Range 8 West;

THENCE N 37°02'44" W, 1070.67 feet to the POINT OF RE-ENTRY of the described centerline on the easterly line of said tract of land, said point being 20.0 feet southwesterly of (as measured perpendicular to) said described pipeline. Said point also being on the east line of the Northwest Quarter of the Southeast Quarter of said Section 27, S 00°18'44" W, 1385.02 feet from a P-K Nail found on a downed tree at the northeast corner of the South Half of the Southwest Quarter of the Northeast Quarter of said Section 27;

THENCE N 37°02'44" W, 280.41 feet to a point 20.0 feet southwesterly of (as measured perpendicular to) said described pipeline;

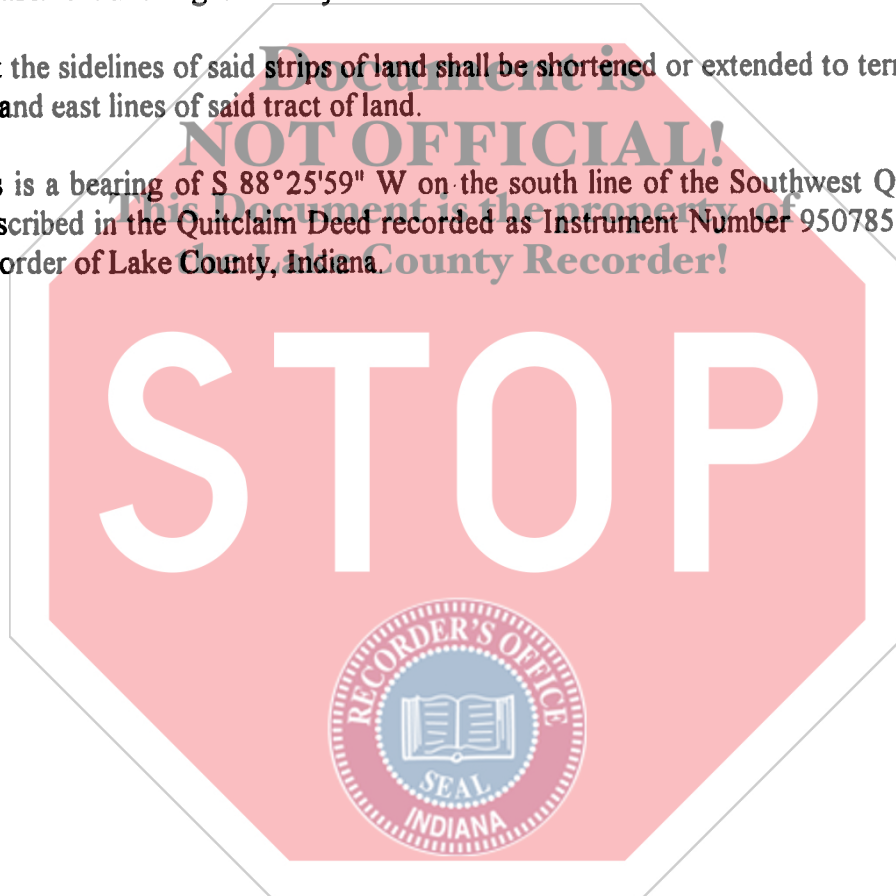


**EXHIBIT "B"** continued

THENCE N 28°00'35" W, 1344.78 feet to the POINT OF EXIT of the described centerline on the northerly line of said tract of land, said point being 20.0 feet southwesterly of (as measured perpendicular to) of said described pipeline. Said point also being N 88°09'06" W, 808.44 feet from the mentioned P-K Nail. The Permanent Easement and Right-of-Way contains 0.690 acres of land.

It is intended that the sidelines of said strips of land shall be shortened or extended to terminate at the south, north, and east lines of said tract of land.

Basis of bearings is a bearing of S 88°25'59" W on the south line of the Southwest Quarter of Section 26 as described in the Quitclaim Deed recorded as Instrument Number 95078550 in the Office of the Recorder of Lake County, Indiana.



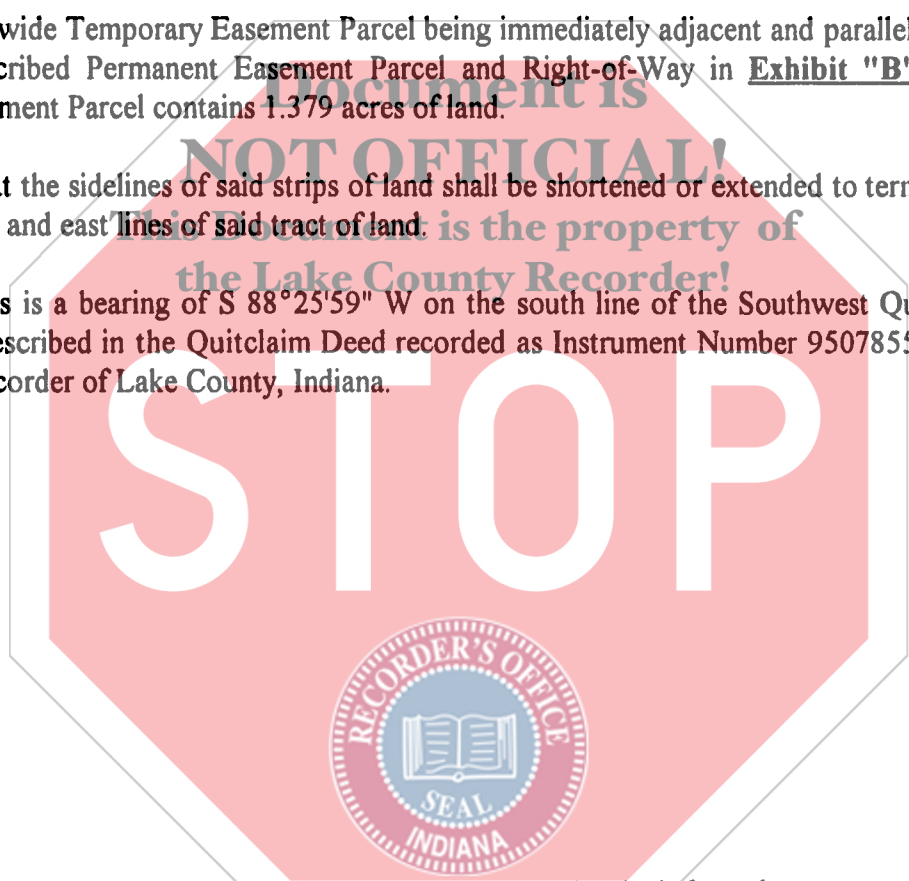
**Exhibit "C"**

**Temporary Easement Parcel**

A ten foot (10') wide Temporary Easement Parcel being immediately adjacent and parallel to each side of the described Permanent Easement Parcel and Right-of-Way in **Exhibit "B"**. Said Temporary Easement Parcel contains 1.379 acres of land.

It is intended that the sidelines of said strips of land shall be shortened or extended to terminate at the south, north, and east lines of said tract of land.

Basis of bearings is a bearing of S 88°25'59" W on the south line of the Southwest Quarter of Section 26 as described in the Quitclaim Deed recorded as Instrument Number 95078550 in the Office of the Recorder of Lake County, Indiana.



Cross-reference: Recorded plat or last deed of record:

Book: 95 Page: 78550

Document No.: \_\_\_\_\_

This instrument was prepared by: Charles T. Plake, Esq.  
One Williams Center, Suite 4100, Tulsa, OK. 74172

