

STATE OF INDIANA  
LAKE COUNTY  
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NOTARY PUBLIC  
PETER BENJAMIN  
LAKE COUNTY AUDITOR

Tract No.: IN-LA-094

**RIGHT OF WAY AND EASEMENT AGREEMENT**

THIS RIGHT OF WAY AND EASEMENT AGREEMENT ("Agreement") is made this 20<sup>th</sup> day of July, 2000, between DELVER G KUTEMEIER and JEAN L. KUTEMEIER, ("Grantor") and Williams Communications, Inc., 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").

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WITNESSETH

For and in consideration of the sum of Ten Dollars (\$10<sup>00</sup>) and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee, its successors and assigns, the perpetual easement and right of way (hereinafter, together with the rights and privileges herein granted, the "Easement"), together with all improvements located thereon with a width and centerline as indicated below, to survey, construct, install, test, maintain, inspect, operate, protect, repair, upgrade, replace, abandon and remove underground communication system(s) together with necessary underground conduits, cables, wires, underground splicing boxes, and any other appurtenances thereto, at any time or times for the transmission of data or communication (including, without limitation, pipeline data) for and by others upon and along a route or routes on, in, over, under, through, and across the following described land (the "Property") located in the County of Lake, State of Indiana, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION. ALSO SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

together with the right of ingress and egress to, from and along the Easement and the right to use gates and existing roads for the aforesaid purposes (Grantee shall and does hereby agree to restore any damage to such lands, gates, or roads caused by its use thereof) and together with a temporary easement to provide work space along and adjacent to the Easement as may be deemed necessary by Grantee.

02187

*Handwritten initials/signature*

218/

The communication system(s) shall be installed across the Property within, and the Temporary Easement shall be limited to, the area inside the existing Amoco Pipe Line Company pipeline easement. The approximate location of the Easement conveyed by this instrument shall generally be twenty (20) feet southwesterly of and parallel to the pipeline as it exists as of the date of this Easement Agreement, its exact location to be determined by the installation of Grantee's communications system(s), and the Easement shall extend for five feet on each side of the centerline of the first working communications system installed, being more particularly described in Exhibit "A" attached thereto and made a part hereof for legal description.

Grantee shall restore the surface of the Easement and temporary easement as nearly as reasonably practical to its original condition, grade and level after performing any construction or other work that disturbs the surface. Grantee shall cause reasonable payment to be made for actual damages to crop, timber, and improvements of Grantor directly resulting from the exercise, now or in the future, of the rights herein granted. The consideration paid by Grantee to Grantor in exchange for this easement represents payment for both the permanent and temporary easements and advance payment of damages for the initial installation of Grantee's telecommunications system. By executing these documents, Grantor acknowledges that this payment includes any monies due tenants, if any, and Grantor is responsible for reimbursement of damages to tenants.

Neither Grantor nor Grantee shall place permanent above ground structures or improvements (except for markers at property lines, fence lines, and road and stream crossings) upon the Easement.

Grantee agrees to comply with all State and Federal laws relating to the exercise of the rights herein granted. Grantee agrees to indemnify and hold Grantor harmless from and against all third party claims which may result from the construction, operation and maintenance by Grantee, its agents or subcontractors, of said easement facilities, including, but not limited to, injuries to or deaths of persons or animals, court costs and reasonable attorney's fees.

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 and the temporary work space easement for the purposes stated herein.

No rights reserved to Grantor herein shall be deemed to expand rights reserved to Grantor under any other easement. 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.

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.

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

Grantor covenants that Grantor has the right to convey the Easement, including the rights and privileges set forth herein; and that Grantor shall execute such further assurances thereof as may be required.

TO HAVE AND TO HOLD the Easement, temporary work space easement, rights and privileges 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 Easement, temporary work space easement, and the property, rights, privileges, and interests above-described, unto Grantee, its successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be signed hereto the day and year above written.

GRANTOR:

1)

*[Handwritten signature]*

Print Name: DELVER G KUTEMEIER

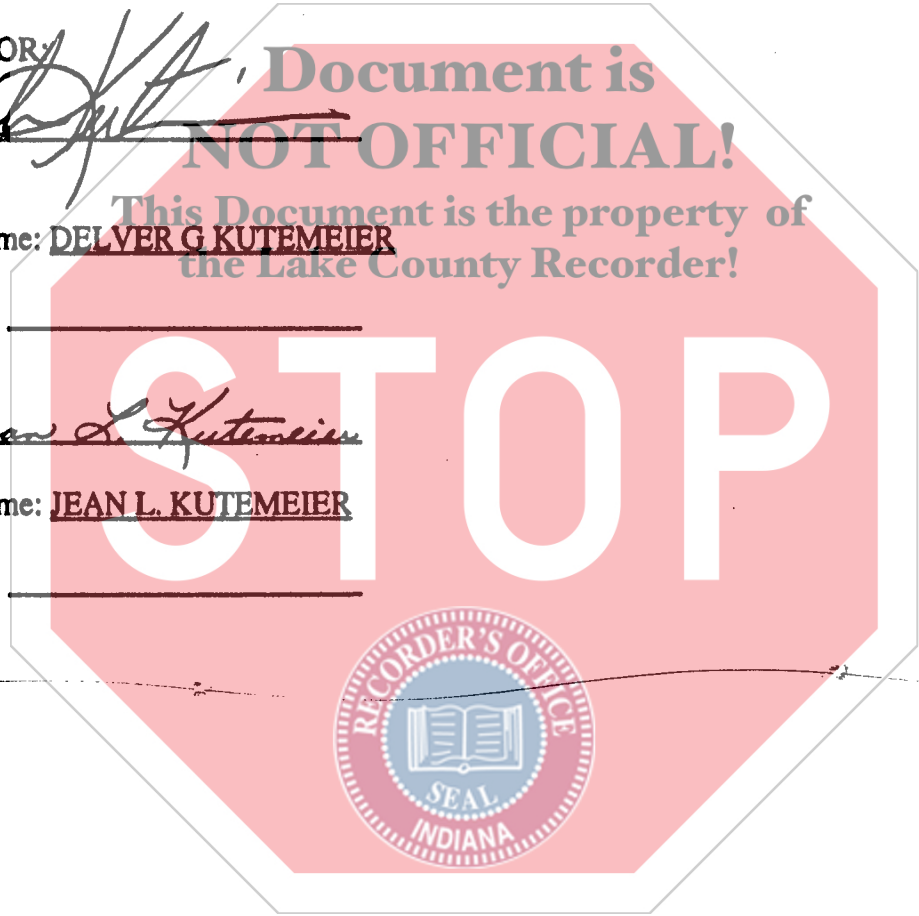
Address: \_\_\_\_\_

2)

*[Handwritten signature]*

Print Name: JEAN L. KUTEMEIER

Address: \_\_\_\_\_



Cross-reference: Recorded plat or last deed of record:  
Book: \_\_\_\_\_ Page: \_\_\_\_\_  
Document No.: 94074248  
This instrument was prepared by: Charles T. Plake, Esq.  
One Williams Center, Suite 4100, Tulsa, OK. 74172

Tract No.: IN-LA-094

**EXHIBIT "A"**

A parcel of land in the Northeast Quarter of the Northeast Quarter of Section 25, Township 34 North, Range 9 West of the 2nd Principal Meridian, being more particularly described as follows: Commencing at the Northeast corner of said Section 23; thence South 00 degrees 00 minutes 00 seconds West on an assumed bearing along the East line thereof, 317 feet to the intersection of said East line and the center line of Reeder Road; thence South 42 degrees 27 minutes 30 seconds West along said center line 181.6 feet to the point of beginning; thence continuing South 42 degrees 27 minutes 30 seconds West along said center line 22.48 feet; thence continuing South 36 degrees 36 minutes 00 seconds West along said center line 164.38 feet; thence North 80 degrees 24 minutes 21 seconds West 269.12 feet; thence North 12 degrees 18 minutes 56 seconds West 105.75 feet; thence North 88 degrees 56 minutes 40 seconds East 401.09 feet to the point of beginning.

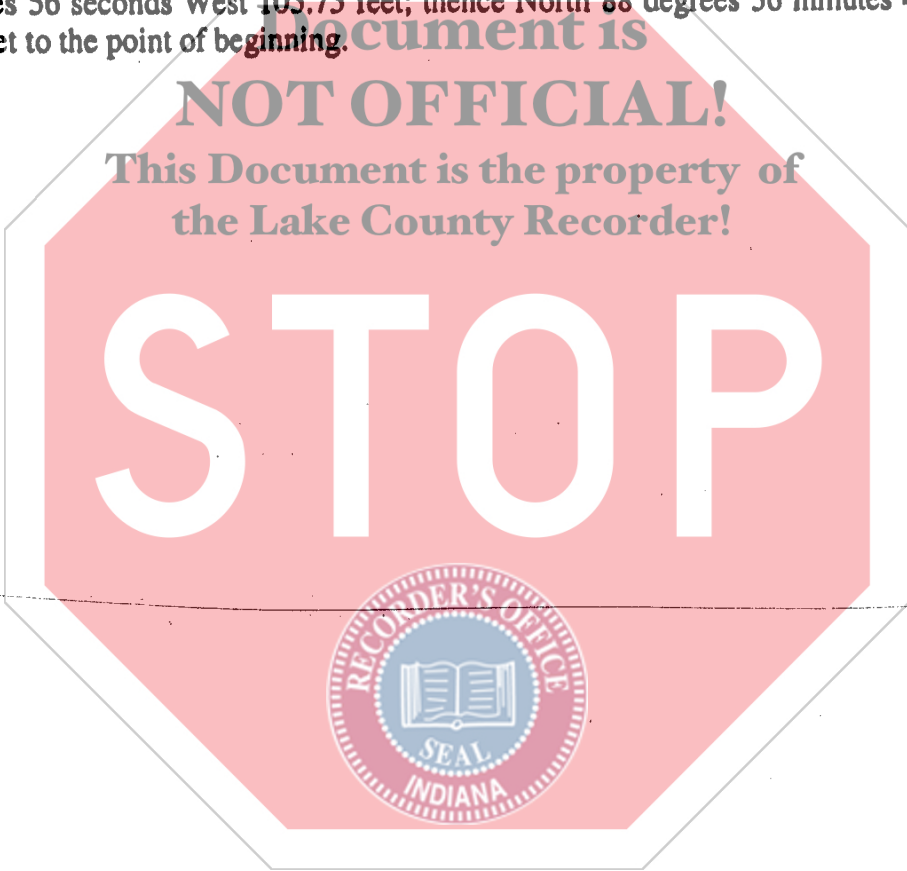


EXHIBIT "B"

Attached hereto and made a part hereof that Right of Way and Easement Agreement dated the 20 day of July 2,000, by and between \_\_\_\_\_ as Grantor(s) and Williams Communications, Inc., d/b/a VYVX, Inc. in the State of Indiana as Grantee.

Grantee agrees to indemnify and hold Grantor harmless from and against all third party claims which may result from the construction, operation, and maintenance of said facilities, including but not limited to injuries to or deaths of persons or animals, court cost and reasonable attorneys' fees, when due to negligence to Grantee, its employees or contractors.

All drainage tiles damaged by construction will be restored, as nearly as practicable, to as good or better condition as existed immediately prior to construction. Grantee, at its option, may indemnify grantor for the cost of restoring drainage tiles damaged by construction to pre-construction conditions.

Before a fence is cut by Grantee, it will be properly supported on each side of the contemplated opening by suitable posts and braces.

*SO  
Def.  
GK.*

Grantor will be notified prior to the construction of the fiber optic system on said property. *-48 hour notice prior to entering property. to and future work or maintenance. -#663-7292*  
Grantee agrees to restore, as nearly as practicable, the surface and contours of the right of way on tillable *(219)* land to as good a condition and contour as existed immediately prior to construction operations.

Ingress and egress will be restricted to: 1) the right of way hereby granted; 2) the adjacent pipeline rights of way; and 3) existing roads or trails during construction unless additional prior written permission is obtained from the Grantor.

Grantee agrees that Grantor shall not be liable for damages to Grantee's underground communications facilities resulting from the construction of cross over road(s) necessary for Grantor to access or develop Grantor's lands. Grantor shall notify Grantee prior to commencing construction of any such cross over road(s) so that Grantee may take adequate steps to protect its facilities.

Grantee holds harmless the Grantor from any environmental damage or incidents along and adjacent to the right of way granted for the communication system.

Grantee agrees that Grantor shall not be liable for damage to Grantee's underground communication facilities resulting from normal agriculture plowing, tilling, sowing, or reaping unless Grantor acts negligently or uses methods that result in the disturbance of soil more than three feet below the surface. Grantor shall promptly inform Grantee if such agricultural activities damage or expose Grantee's facilities and Grantee shall then either re-bury or relocate its facilities to prevent future damage.

Signed for Identification, the day and year fist above written.

GRANTORS

*[Signature]*  
Delver G. Kutemeier

*[Signature]*  
Jean L. Kutemeier

INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA )  
 )  
COUNTY OF LAKE ) SS

On this 20<sup>th</sup> day of July, 2000, personally appeared before me  
Day Month Year

DELVER G KUTEMEIER personally known to me or who has produced \_\_\_\_\_  
(name of person acknowledging) (type of identification)

as identification who acknowledged that He executed the foregoing instrument and that the same  
(he/she)

is His free act and deed.  
(his/her)

NOTARY PUBLIC  
Gregory Gene Barby  
County of Lake, State of Indiana  
My Commission Expires 08-19-07

Gregory Gene Barby  
Notary Public  
Name: GREGORY GENE BARBY  
County of Residence: LAKE  
Expiration of Commission: 08-19-07

INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA )  
 )  
COUNTY OF LAKE ) SS

On this 20<sup>th</sup> day of July, 2000, personally appeared before me  
Day Month Year

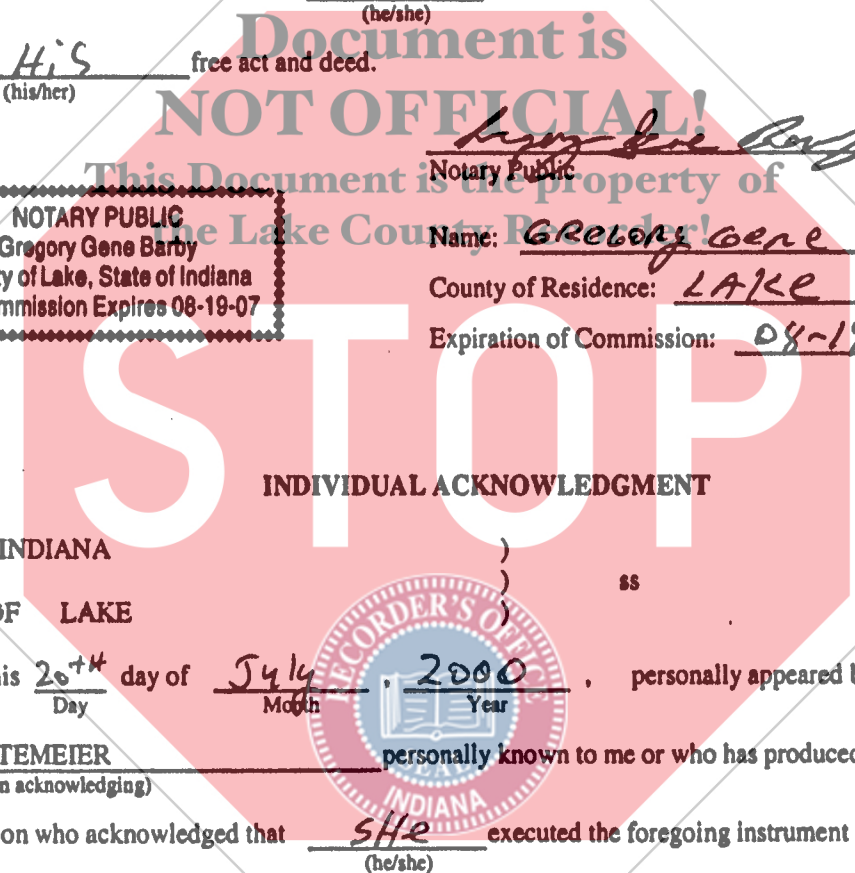
JEAN L. KUTEMEIER personally known to me or who has produced \_\_\_\_\_  
(name of person acknowledging) (type of identification)

as identification who acknowledged that She executed the foregoing instrument and that the same  
(he/she)

is HER free act and deed.  
(his/her)

NOTARY PUBLIC  
Gregory Gene Barby  
County of Lake, State of Indiana  
My Commission Expires 08-19-07

Gregory Gene Barby  
Notary Public  
Name: GREGORY GENE BARBY  
County of Residence: LAKE  
Expiration of Commission: 08-19-07



Tract No.: IN-LA-005

INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA

COUNTY OF

On this \_\_\_ day of \_\_\_ Month, \_\_\_ Year, personally appeared before me

Thomas A. Kront personally known to me or who has produced \_\_\_\_\_ as identification who acknowledged that \_\_\_\_\_ executed the foregoing instrument and that the same \_\_\_\_\_

is \_\_\_\_\_ free act and deed \_\_\_\_\_

Notary Public

Name: \_\_\_\_\_

County of Residence: \_\_\_\_\_

Expiration of Commission: \_\_\_\_\_

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF ~~INDIANA~~ COLORADO

COUNTY OF EL PASO

On this 14<sup>th</sup> day of July, 2000, personally appeared before me

Gerard Nicholas Smith personally known to me or who has produced Maine Dr. Lic. as identification who acknowledged that \_\_\_\_\_ executed the foregoing instrument and that the same \_\_\_\_\_

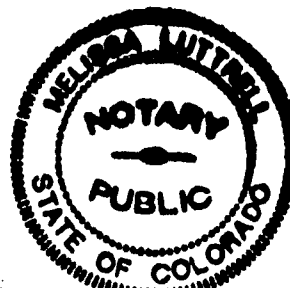
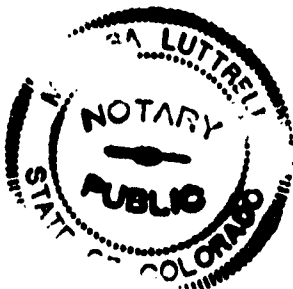
is his free act and deed \_\_\_\_\_

Notary Public

Name: Melissa Luttrell

County of Residence: El Paso

Expiration of Commission: 1/8/01



My Commission Expires 1/8/01