

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MORNING STAR

PETER BENJAMIN
LAKE COUNTY AUDITOR

Tract No.: IN-LA-143

RIGHT OF WAY AND EASEMENT AGREEMENT

THIS RIGHT OF WAY AND EASEMENT AGREEMENT ("Agreement") is made this 4th day of August, 2000, between RMT Farms, LLC, and Indiana limited liability company and RST, LLC, an Indiana limited liability company, each as to an undivided 1/2 interest, ("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").

WITNESSETH

For and in consideration of the sum of Ten Dollars (\$10.00) 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.

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22/00
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The communications system(s) shall be installed across the Property within what is the currently existing and commonly accepted Commonwealth Edison (ComEd) utility right of way and shall be located twenty feet (20') North of the concrete base of the North Electrical Transmission Tower. The exact location of the Easement and Temporary Easement conveyed by this instrument shall be determined by the installation of Grantee's communications system(s), and the permanent Easement shall extend for five (5) feet on each side of the centerline of the first working communications system installed. Both the Easement and Temporary Easement are as described in the attached Exhibit "A". Said Temporary Easement shall revert in its entirety upon completion of construction or within 12 months from the date of execution of this Easement, whichever occurs first.

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:

By: *JL G. F. [Signature]*, member

Print Name: RMT Farms, LLC, an Indiana Limited Liability Company

Address: 4603 One Path Ln.

Lafayette, IN 47905

By: *Robert S. [Signature]*, member

Print Name: RST, LLC, an Indiana Limited Liability Company

Address: 11711 W. 90th Ave.

St. John, Indiana, 46373

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

Book: _____ Page: _____

Document No.: 2000 052929

This instrument was prepared by: Charles T. Plake, Esq.

One Williams Center, Suite 4100, Tulsa, OK. 74172

EXHIBIT "A"

Tract No. IN-LA-143

**Centerline Description
Crossing the property of
Estate of Mildred Bohling**

A ten foot (10') wide Permanent Easement and Right-of-Way crossing part of the Northwest Quarter of Section 2 and the Northeast Quarter of Section 3, both in Township 34 North, Range 9 West, in Lake County, Indiana and being part of that certain tract or parcel of land as described in a certain Warranty Deed from Wilfred J. Bohling and Mildred Bohling to Wilfred J. Bohling and Mildred Bohling, dated December 10, 1976, and recorded as Instrument Number 387945 in the Office of said 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 monument found at the northwest corner of said Northwest Quarter; Thence N 89°16'22" E, along the north line of said Northwest Quarter, 663.69 feet to an iron rod found at the northeast corner of the west 20 acres of the Northwest Quarter of said Northwest Quarter; Thence S 00°52'56" E, along the east line of said 20 acre tract, 1110.43 feet to the POINT OF BEGINNING:

THENCE S 89°29'25" W, a distance of 1991.68 feet to the POINT OF EXIT of the described centerline on the west line of the Northeast Quarter of said Northeast Quarter, said point being N 01°06'23" W, along said west line, a distance of 155.15 feet from an iron pipe found at the southwest corner of said Quarter-Quarter Section. The Permanent Easement and Right-of-Way contains 0.457 acres of land.

Together with a ten foot (10') wide Temporary Work Space Easement being immediately adjacent and parallel to each side of the above described Permanent Easement and Right-of-Way. Said Temporary Work Space Easement contains 0.914 acres of land.

It is intended that the sidelines of said strips of land shall be shortened or extended to terminate at the east line of said 20 acre tract and at the west line of the Northeast Quarter of said Northeast Quarter.

Basis of bearings is an assumed bearing of N 89°16'22" E on the north line of said Northwest Quarter.



Certified this 27th day of April, 2000

A handwritten signature in black ink, appearing to read "Michael L. Bishop".

Michael L. Bishop, L.S.
Registered Land Surveyor No. S0511
State of Indiana

EXHIBIT "B"

Grantee agrees to bury their telecommunications system at a depth of not less than 60 inches.

Grantor reserves the full use of Grantor's property not inconsistent with the rights granted by this instrument and without limitation. Grantor reserves the right to drain surface water across the Easements, to the installation of roads and streets at right angles or as near to right angles to the easement area as is reasonably practicable, and to the placement of the following within the easements: planting and maintenance of grasses, yards, lawns, flowers, gardens, shrubs, and ornamental bushes.

Grantee agrees that Grantor shall not be liable for damages to Grantee's underground communications facilities resulting from the construction of roads and streets for Grantor's access or to develop Grantor's property. Grantor shall notify Grantee prior to commencing construction of any such roads and streets so that Grantee may take adequate steps to protect its facilities. If said roads and streets are under the jurisdiction of a government body and it becomes reasonably necessary to lower, encase or otherwise protect Grantee's communication systems, said encasement, lowering and other protective work shall be installed and performed by Grantee at no expense to Grantor, within one hundred twenty (120) days from notice from Grantor (or such longer periods of time as are reasonably necessary under the circumstances), provided, however, Grantee reserves all rights and claims it may have from parties other than Grantor, her successors and assigns, for the costs incurred by Grantee in performing such protective work.

Grantor reserves the right to construct and maintain water lines, sewer lines, storm sewers, and other utility lines under and across the Easement area at right angles or as near to right angles to the easement area as is reasonably practicable, except that such use shall not endanger or unreasonably interfere in any way with Grantee's facilities nor Grantee's exercise of its rights granted hereunder.

Grantee agrees to indemnify Grantor against legal actions taken by the Bohling Estate in relation to the condemnation action styled as Lake Superior Court Cause No.45D05-006-CP-502.

COMPANY ACKNOWLEDGMENT

STATE OF INDIANA)

COUNTY OF Lake)

SS

On this 4th day of August, 2000, personally appeared before me

RST, LLC, an Indiana Limited Liability Company
(name of company)

by and through Robert S. Teibel, its Manager/partner
(name of person) (title)

who acknowledged that he executed the foregoing instrument and that the same is
(he/she)

his free act and deed as such officer and the free act and deed of the Corporation.
(his/her)



Jennifer Szymczak
Notary Public

Name: Jennifer Szymczak

County of Residence: Lake

Expiration of Commission: MY COMMISSION EXPIRES
September 29, 2000

✓ This Instrument prepared by and should be returned after recording to:
Williams Communications, Inc.
6450 English Ave.
Indianapolis, IN 46219

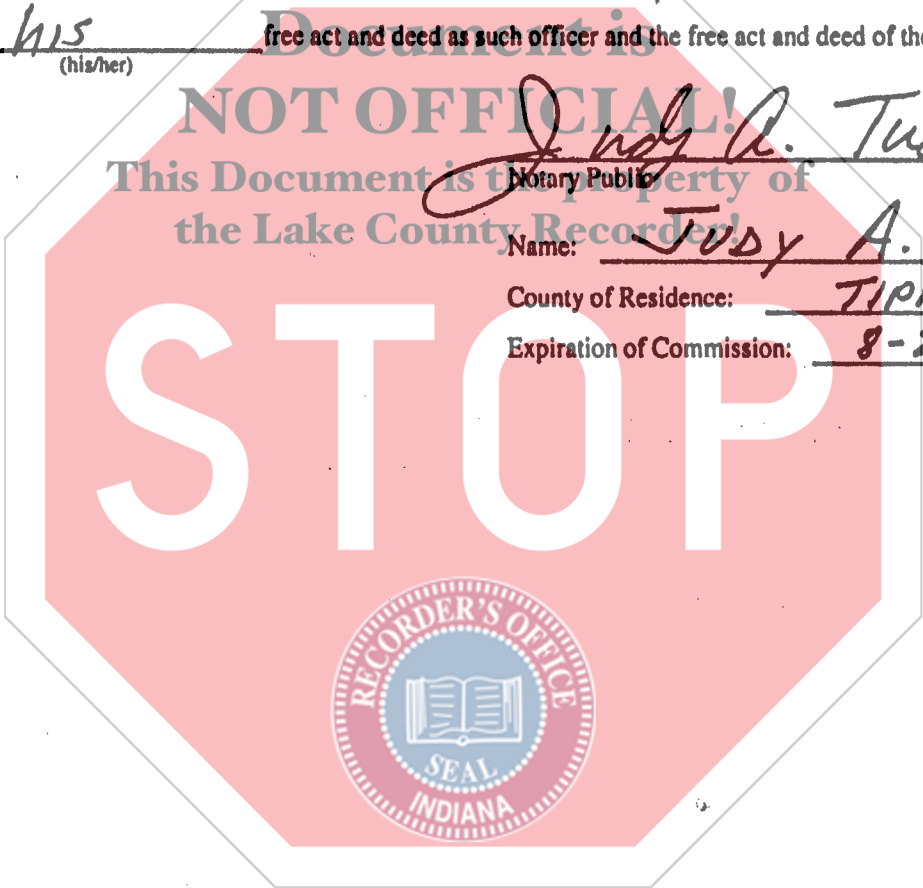
COMPANY ACKNOWLEDGMENT

STATE OF INDIANA)
)
COUNTY OF TIPPECANOE) ss

On this 01 day of August, 2000, personally appeared before me
Day Month Year

RMT Farms LLC, an Indiana
Limited Liability Company by and through John E. Teibel, its Member,
(name of company) (name of person) (title)

who acknowledged that he executed the foregoing instrument and that the same is
(he/she)
his free act and deed as such officer and the free act and deed of the Corporation.
(his/her)



Judy A. Tudor
Notary Public

Name: JUDY A. TUDOR
County of Residence: TIPPECANOE
Expiration of Commission: 8-24-2006

This Instrument prepared by and should be returned after recording to:

Williams Communications, Inc.
6450 English Ave.
Indianapolis, IN 46219