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Prepared by and return to:
Boulton, Cummings, Conners & Berry PLC (dar)
414 Union Street, Suite 1600
Nashville, Tennessee 37219

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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2000 SEP 15 PM 2:25

MORRIS W. CARTER
RECORDER

SEWER LINE EASEMENT

This Sewer Line Easement (the "Agreement") is made and entered into as of this 22nd day of June, 2000 (the "Effective Date") by and between Williams TravelCenters, Inc. ("Grantor") and Dr. Ramamurthy Nagubadi ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property located in Lake County, Indiana and more particularly described on Exhibit A ("Grantor's Parcel"); and

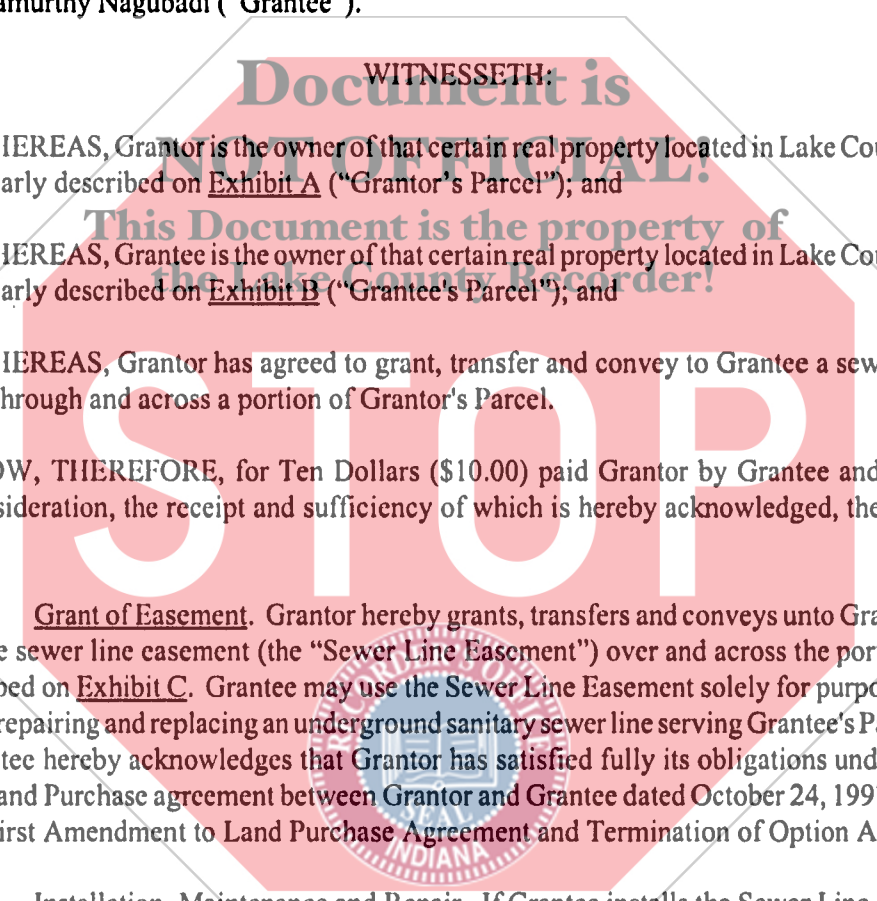
WHEREAS, Grantee is the owner of that certain real property located in Lake County, Indiana and more particularly described on Exhibit B ("Grantee's Parcel"); and

WHEREAS, Grantor has agreed to grant, transfer and convey to Grantee a sewer line easement over, under, through and across a portion of Grantor's Parcel.

NOW, THEREFORE, for Ten Dollars (\$10.00) paid Grantor by Grantee and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants, transfers and conveys unto Grantee a perpetual, non-exclusive sewer line easement (the "Sewer Line Easement") over and across the portion of Grantor's Parcel described on Exhibit C. Grantee may use the Sewer Line Easement solely for purposes of installing, maintaining, repairing and replacing an underground sanitary sewer line serving Grantee's Parcel (the "Sewer Line"). Grantee hereby acknowledges that Grantor has satisfied fully its obligations under Section 6.9 of that certain Land Purchase agreement between Grantor and Grantee dated October 24, 1997, as amended by that certain First Amendment to Land Purchase Agreement and Termination of Option Agreement.

2. Installation, Maintenance and Repair. If Grantee installs the Sewer Line during Grantor's installation and construction of its initial improvements on Grantor's Parcel, including without limitation, the paving and curbing Grantor intends to install on Grantor's Parcel, then Grantor and Grantee agree to work together to time the construction of the Sewer Line so that the same does not interfere with the construction of or result in any damage to Grantor's initial improvements to Grantor's Parcel. If Grantee installs the Sewer Line after Grantor has completed the construction of its paving and curbing on Grantor's Parcel, then Grantee shall install the Sewer Line by jacking and boring under any paving and curbing on Grantor's Parcel and shall not interfere with Grantor's and its agents', contractors', tenants', employees', customers' and invitees' use of Grantor's Parcel. During the installation of the Sewer Line, Grantee shall not store any equipment, personal property or other items on Grantor's Parcel. Once installed, Grantee shall insure to keep the Sewer Line in a good, clean and safe condition at all times, and Grantee shall promptly make all necessary or desirable repairs, maintenance and replacements thereto. If Grantee fails to make any repairs, maintenance or replacements required hereunder within thirty (30) days after it receives written



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PETER BENJAMIN
LAKE COUNTY AUDITOR

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notice from Grantor of the need therefor (except no notice shall be required in cases of emergency), then Grantor may, in addition to any other remedies available hereunder or at law or in equity, perform such repairs, maintenance and replacements on behalf of Grantee, in which event Grantee shall reimburse Grantor for all costs and expenses which Grantor incurs in connection therewith, plus Grantee shall pay Grantor an administrative fee equal to ten percent (10%) of such costs and expenses.

3. Restoration. In the event Grantor's Parcel (or any building, structure, fixture, trade fixture, equipment, personal property, or improvement located thereon) is damaged as a result of Grantee's use of the Sewer Line Easement including, but not limited to, the installation, operation, maintenance, repair, replacement, modification, breaking, bursting, leaking or failure of the Sewer Line, Grantee shall, at Grantor's option and without limiting the remedies available to Grantor at law or in equity, either (i) reimburse Grantor for all costs and expenses that Grantor incurs to fully repair or, if reasonably necessary, replace the damaged property, or (ii) cause the damaged property to be fully repaired or, if reasonably necessary, replaced.

4. Indemnification. Grantee agrees to indemnify, defend and hold harmless Grantor, Grantor's agents, employees, contractors and tenants, and the holders of any mortgage, deed of trust, deed to secure debt or other security interest encumbering Grantor's Parcel (collectively, the "Indemnified Parties") from and against all claims, suits, liability, damages, costs and expenses (including, without limitation, reasonable attorneys' fees, litigation expenses and court costs) arising, directly or indirectly, out of Grantee's use of the Sewer Line Easement, including, but not limited to, the installation, operation, maintenance, repair, replacement, modification, breaking, bursting, leaking or failure of the Sewer Line.

5. Reservation of Rights. Grantor expressly reserves the right to use and grant others the right to use the area encumbered by Sewer Line Easement for any purpose so long as the use does not materially and adversely affect Grantee's ability to exercise the rights granted it hereunder. Without limiting the generality of the foregoing, Grantor shall have the right to install signage, paving, curbing, utility lines and landscaping in the area encumbered by the Sewer Line Easement and to maintain, repair and replace the same.

6. Takings. In the event all or any portion of the land encumbered by the Sewer Line Easement or the improvements located therein are taken by condemnation or eminent domain, Grantor shall be entitled to all awards and other compensation paid on account thereof, except amounts paid for the Sewer Line, and Grantee hereby assigns unto Grantor any interest which it may have in such awards and other compensation.

7. Exhibits. The parties acknowledge that all exhibits referenced herein are attached to this Agreement and are incorporated herein by reference.

8. Successors and Assigns. The terms, conditions, covenants, agreements and easements contained herein shall be binding on and inure to the benefit of Grantor, Grantee and their respective heirs, successors and assigns. Any references to "Grantor" and "Grantee" shall be deemed to mean and include their respective heirs, successors and assigns as though they had been original parties to this Agreement.

9. No Waiver. No waiver by Grantor of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Grantor. No delay or omission in the exercise of any right or remedy accruing to Grantor upon any breach of this Agreement shall impair such right or remedy or be construed as a waiver of such breach, and the waiver by Grantor of any breach shall not be deemed a waiver of any other breach of the same or any other provision of this Agreement.

10. Attorneys' Fees. In the event that the Grantor or Grantee shall institute legal proceedings to enforce or construe any of the terms, provisions, covenants, conditions or restrictions set forth in this Agreement, the prevailing party in such legal proceedings shall be entitled to recover its reasonable attorneys' fees, litigation expenses and court costs from the non-prevailing party.

11. Covenants that Run with Land. The Sewer Line Easement and all the covenants, conditions and agreements contained herein shall run with the land.

[Signatures on next page]



IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

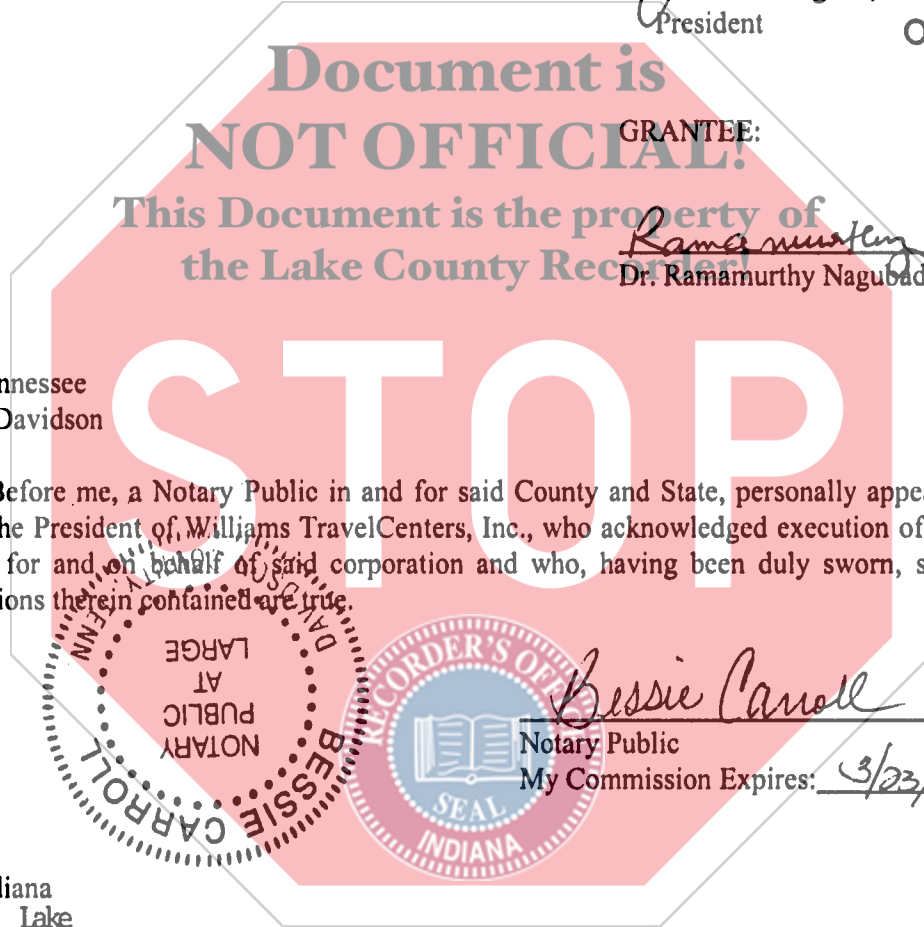
GRANTOR:

Williams TravelCenters, Inc.

By: James C. Alligood
James C. Alligood, ~~LEGAL REC'DAL~~
President OPERATIONS [Signature]

GRANTEE:

Rama murthy Nagubadi
Dr. Ramamurthy Nagubadi



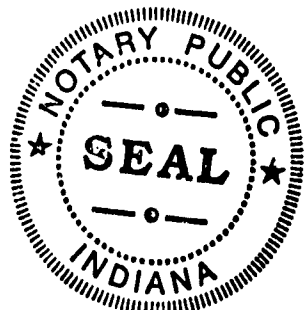
State of Tennessee
County of Davidson

Before me, a Notary Public in and for said County and State, personally appeared James C. Alligood, the President of Williams TravelCenters, Inc., who acknowledged execution of the foregoing instrument for and on behalf of said corporation and who, having been duly sworn, stated that the representations therein contained are true.

Bessie Carroll
Notary Public
My Commission Expires: 3/23/07

State of Indiana
County of Lake

Before me, a Notary Public in and for said County and State, personally appeared Dr. Ramamurthy Nagubadi, who acknowledged execution of the foregoing instrument and who, having been duly sworn, stated that the representations therein contained are true.



Barbara A. Zimny
Notary Public Barbara A. Zimny
My Commission Expires: 9/29/06

Exhibit A

Grantor's Parcel

Part of the southwest quarter of section 24, Township 33 North, Range 8 West of the Second Principal Meridian, Eagle Creek Township, Lake County, Indiana, bounded and described as follows:

Commencing at the southwest corner of said section 24; thence North 00 degrees 29 minutes 42 seconds West, along the west line of said section 24, 108.46 feet to the north right-of-way line of State Road No. 2 and the point of beginning; thence continuing North 00 degrees 29 minutes 42 seconds West, along the west line of said section 24, 881.11 feet; thence North 89 degrees 49 minutes 03 seconds East, 264.00 feet, thence North 00 degrees 29 minutes 42 seconds West, parallel to the west line of said section 24, 330.00 feet; thence North 89 degrees 49 minutes 03 seconds East, 560.87 feet; thence South 00 degrees 01 minute 14 seconds East, 1220.44 feet to the north right-of-way line of State Road No. 2; thence along said right-of-way line of the following 4 courses and distances: (1) thence North 89 degrees 52 minutes 00 seconds West, 198.94 feet; (2) thence North 89 degrees 53 minutes 00 seconds West, 50 feet; (3) thence North 87 degrees 58 minutes 00 seconds West, 150.10 feet; and (4) thence North 89 degrees 53 minutes 00 seconds West, 415.90 feet, to the point of beginning.

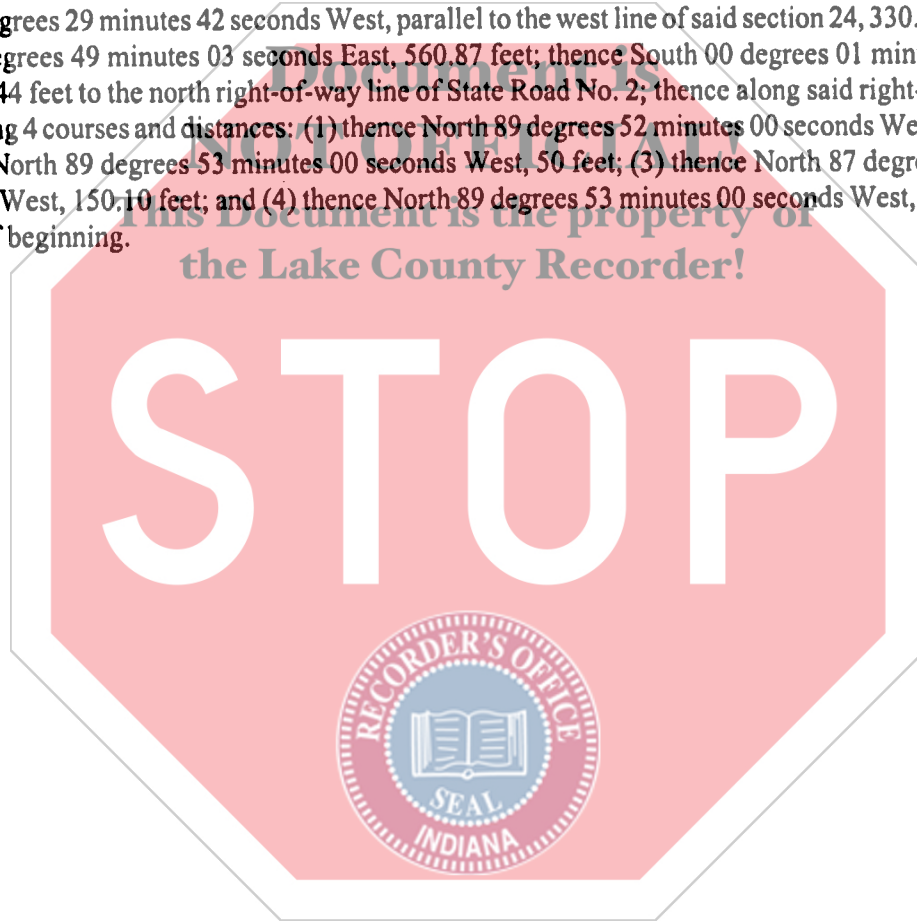


Exhibit B

Grantee's Parcel

The Southwest Quarter of the Southwest Quarter of Section 24, Township 33 North, Range 8 West of the Second Principal Meridian, Lake County, Indiana, excepting therefrom that part described as follows: Beginning at the southwest corner of said Section 24; thence North 00 degrees 29 minutes 42 seconds West, 1319.57 feet along the west line of said Section 24 to the northwest corner of said Southwest Quarter of the Southwest Quarter of Section 24; thence North 89 degrees 49 minutes 03 seconds East, 824.87 feet along the north line of said Southwest Quarter of the Southwest Quarter of Section 24; thence South 00 degrees 01 minute 14 seconds East, 1318.76 feet to the south line of said Section 24; thence South 89 degrees 45 minute 41 seconds West, 813.95 feet along said south line to the point of beginning, also excepting therefrom that part taken by the State of Indiana for road right-of-way per Deed Record Book 1229, page 80, parcel less exceptions containing 14.50 acres more or less.

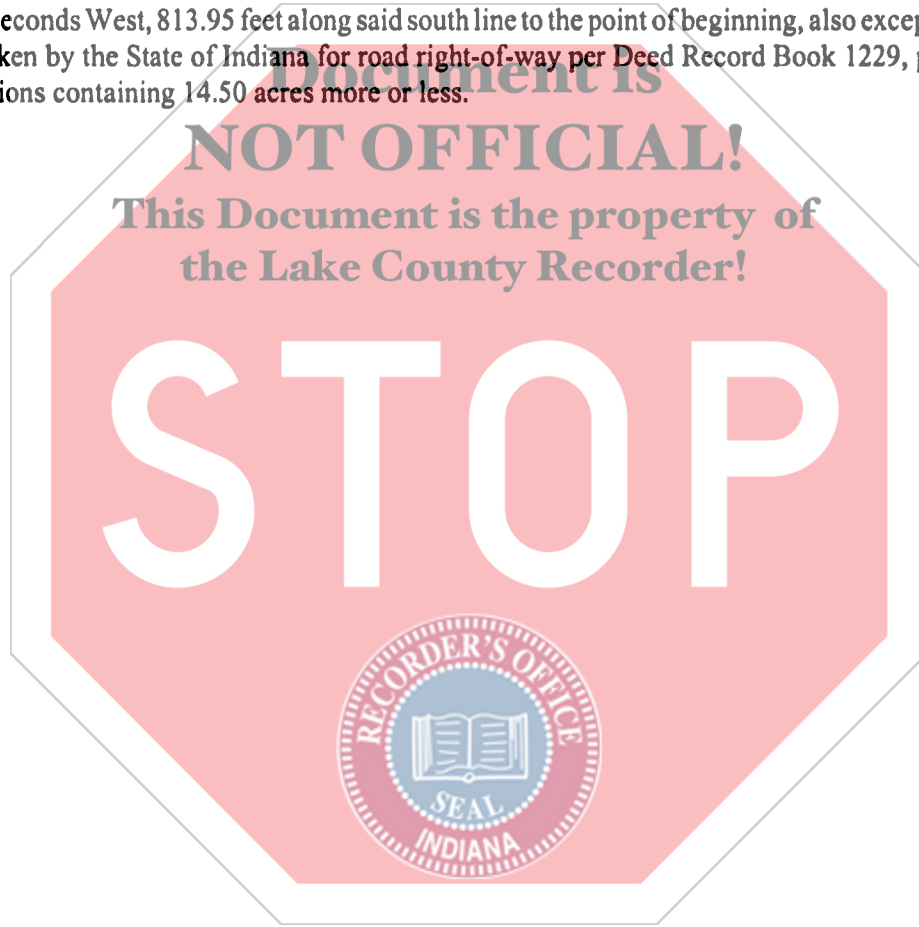


Exhibit C

Sewer Line Easement

Part of the southwest quarter of section 24, Township 33 North, Range 8 West of the Second Principal Meridian, Eagle Creek Township, Lake County, Indiana, bounded and described as follows:

Commencing at the southwest corner of said section 24; thence North 00 degrees 29 minutes 42 seconds West, along the west line of said section 24, 108.46 feet to the north right-of-way line of State Road No. 2 and the point of beginning; thence continuing North 00 degrees 29 minutes 42 seconds West, along the west line of said section 24, 15.00 feet; thence South 89 degrees 31 minutes 04 seconds East, 815.00 feet; thence South 00 degrees 01 minute 14 seconds East, 15.00 feet, to the north right-of-way line of State Road No. 2; thence along said right-of-way line of the following 4 courses and distances: (1) thence North 89 degrees 52 minutes 00 seconds West, 198.94 feet; (2) thence North 89 degrees 53 minutes 00 seconds West, 50 feet; (3) thence North 87 degrees 58 minutes 00 seconds West, 150.10 feet; and (4) thence North 89 degrees 53 minutes 00 seconds West, 415.90 feet, to the point of beginning.

