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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2000 070655

2000 SEP 27 PM 2:44

MORRIS W. CARTER
RECORDER

Tract No.: IN-LA-083, 084, 086, 087

RIGHT OF WAY AND EASEMENT AGREEMENT

THIS RIGHT OF WAY AND EASEMENT AGREEMENT ("Agreement") is made this 27th day of September, 2000, between Naum Realty Corporation, a/k/a Pheasant Valley Corporation dba Pheasant Valley Country Club, an Indiana Corporation, ("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").

NOT FOR SALE
This Document is the property of
the Lake County Recorder!

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 EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF FOR
LEGAL DESCRIPTION.

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.

FILED

SEP 27 2000

PETER BENJAMIN
LAKE COUNTY AUDITOR

21.00
E.P.

01831

The communication system(s) shall be installed across the Property within the area staked on July 20, 2000, 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 Exhibits "A" and "B" 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.

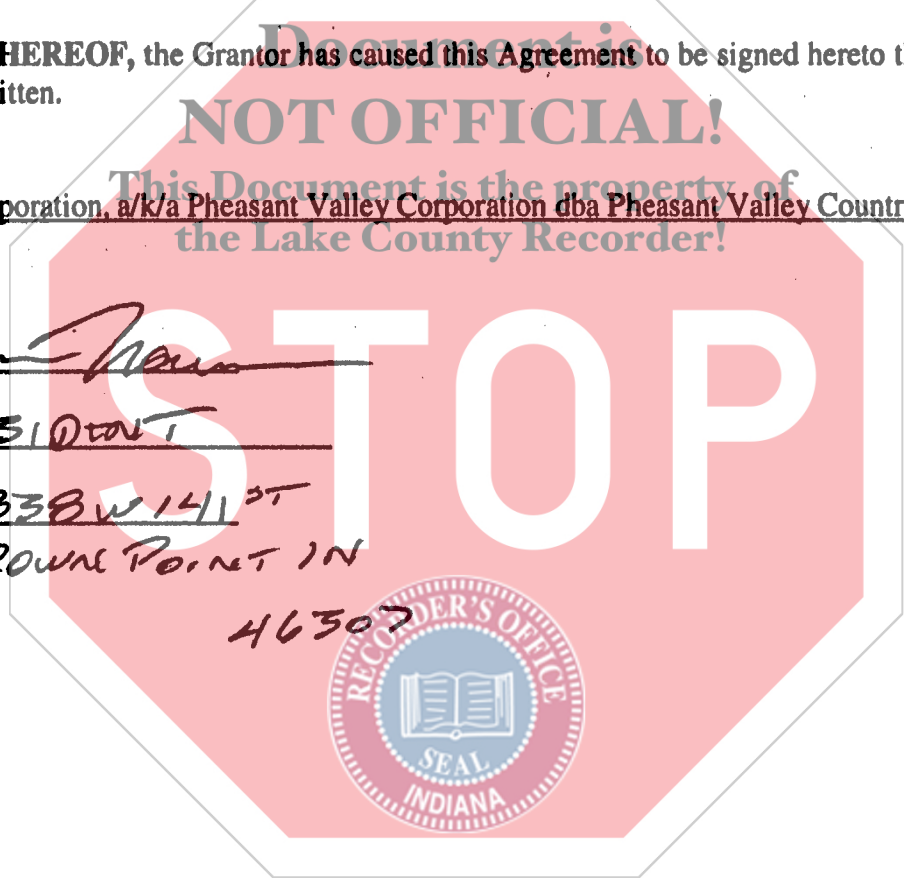
Naum Realty Corporation, a/k/a Pheasant Valley Corporation dba Pheasant Valley Country Club

BY: [Signature]

TITLE: PRESIDENT

ADDRESS: 3838 W 141 ST
CROWN POINT IN

46307



CORPORATE ACKNOWLEDGMENT

STATE OF INDIANA)
)
COUNTY OF LAKE) SS

On this 27 day of September, 2000, personally appeared before me
Day Month Year

Naum Realty Corp., aka
Pheasant Valley Corp. dba Pheasant
Valley Country Club
(name of corporation)

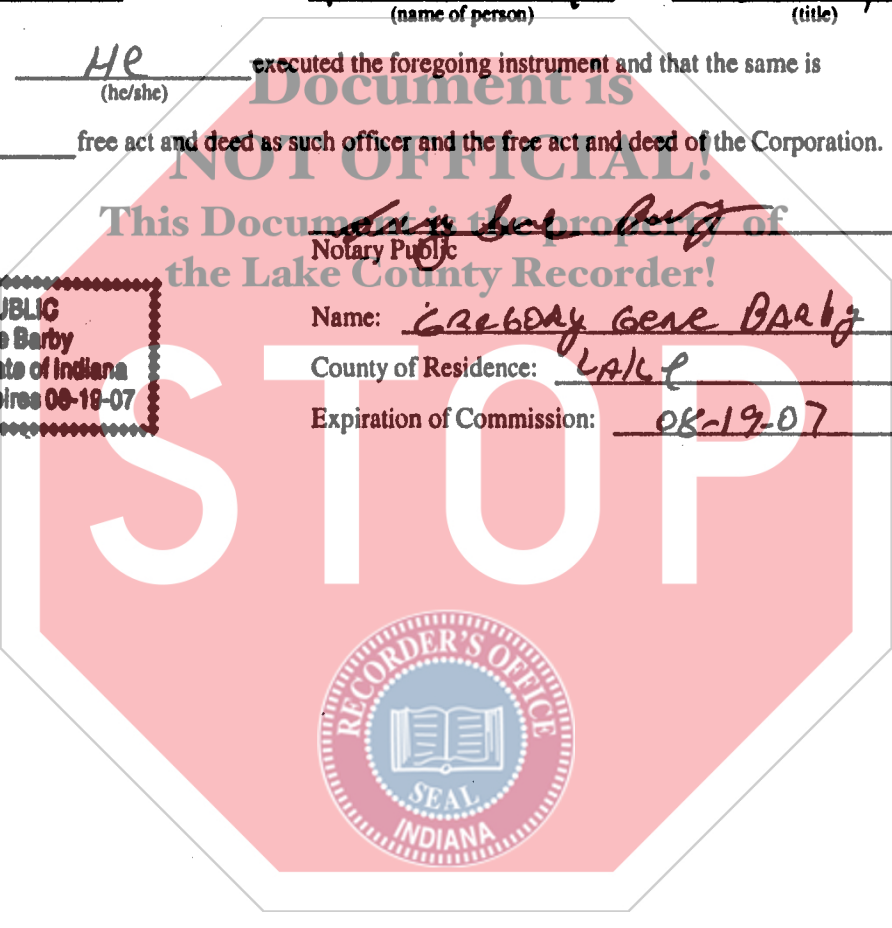
by and through Kevin Naum, its President,
(name of person) (title)

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)

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



**Centerline Description
Crossing the property of
Naum Realty Corp.**

A ten foot (10') wide Permanent Easement and Right-of-Way crossing part of the South Half of Section 30, Township 34 North, Range 8 West of the Second Principal Meridian, Center Township, Lake County, Indiana and being part of that certain tract or parcel of land as described in a certain Quit-Claim Deed from Allegra Naum to Naum Realty Corp. dated December 23, 1983, and recorded as Instrument Number 739207 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 fence corner post found at the South Quarter Corner of Section 30, Township 34 North, Range 8 West; thence along the south line of the Southeast Quarter of said section, N 89°38'26" E 79.10 feet to a point over an existing fiber optic conduit, said point also being S 89°38'26" W 2575.11 feet from a concrete monument with brass plug found at the southeast corner of said quarter section, said point also being the **POINT OF BEGINNING**;

THENCE along said fiber optic conduit route (to the Point of Exit) the following courses:

THENCE N 26°24'40" W 46.48 feet to a point on a nontangent curve concave southwesterly having a radius of 34.59 feet;

THENCE along the arc of said curve, northwesterly 41.83 feet (said arc being subtended by a chord bearing N 58°55'32" W 39.32 feet);

THENCE S 87°15'41" W 48.33 feet;

THENCE N 89°33'17" W 39.50 feet;

THENCE S 86°42'22" W 52.01 feet to a point on a nontangent curve concave southeasterly having a radius of 68.08 feet;

THENCE along the arc of said curve, southwesterly 35.17 feet (said arc being subtended by a chord bearing S 73°31'26" W 34.78 feet);

THENCE S 61°18'21" W 35.58 feet to a point on a nontangent curve concave northwesterly having a radius of 167.56 feet;

THENCE along the arc of said curve, southwesterly 74.28 feet (said arc being subtended by a chord bearing S 78°10'41" W 73.67 feet);

THENCE N 89°00'34" W 33.74 feet;

THENCE N 85°19'25" W 71.19 feet;

THENCE N 88°38'59" W 104.14 feet;

THENCE S 86°32'46" W 92.77 feet;

THENCE N 88°08'10" W 167.77 feet;

THENCE N 82°36'25" W 37.67 feet;

THENCE N 73°11'17" W 25.04 feet;

THENCE N 58°01'47" W 18.58 feet;

THENCE N 82°27'58" W 46.92 feet;

THENCE N 86°32'50" W 234.47 feet;

THENCE S 87°52'08" W 193.94 feet to a point on a nontangent curve concave northeasterly having a radius of 35.15 feet;

THENCE along the arc of said curve, northwesterly 54.31 feet (said arc being subtended by a chord bearing N 37°05'35" W 49.07 feet);

THENCE N 01°16'01" E 68.86 feet;

THENCE N 06°24'49" W 55.56 feet;

THENCE N 02°38'11" W 120.05 feet;

THENCE N 00°59'02" W 633.40 feet;

THENCE N 03°40'56" E 60.16 feet;

THENCE N 08°28'00 W 38.51 feet;

THENCE N 00°49'58" E 337.11 feet;

THENCE N 02°39'51"-W 56.75 feet;

THENCE N 04°03'40" W 275.15 feet to a point on a nontangent curve concave easterly having a radius of 294.04 feet;

THENCE along the arc of said curve, northerly 155.48 feet (said arc being subtended by a chord bearing N 17°39'23" E 153.68 feet);

THENCE N 30°29'11" E 62.46 feet;

THENCE N 18°20'21" E 31.19 feet to a point on a nontangent curve concave southeasterly having a radius of 55.04 feet;

THENCE along the arc of said curve, northeasterly 72.32 feet (said arc being subtended by a chord bearing N 53°53'29" E 67.23 feet);

THENCE N 89°55'53" E 94.86 feet;

THENCE N 28°47'10" W 5.77 feet to the POINT OF EXIT of the described centerline on the northerly line of said tract of land, said point being S 01°12'56" W 654.70 feet (along the remnants of an existing fence line) and S 89°18'36" E 252.56 feet (along the remnants of an existing fence line) from an iron pipe found at the Northwest corner of the North Half of the Northeast Quarter of the Southwest Quarter of said Section 30. The Permanent Easement and Right-of-Way contains 0.808 acres of land.

It is intended that the sidelines of said strips of land shall be shortened or extended to terminate at the southerly and northerly lines of said tract of land.

Basis of bearings is a bearing of N 89°38'26" E assumed on the south line of the Southeast Quarter of said Section 30.



Certified this 11th day of September, 2000

Vincent J. Barr

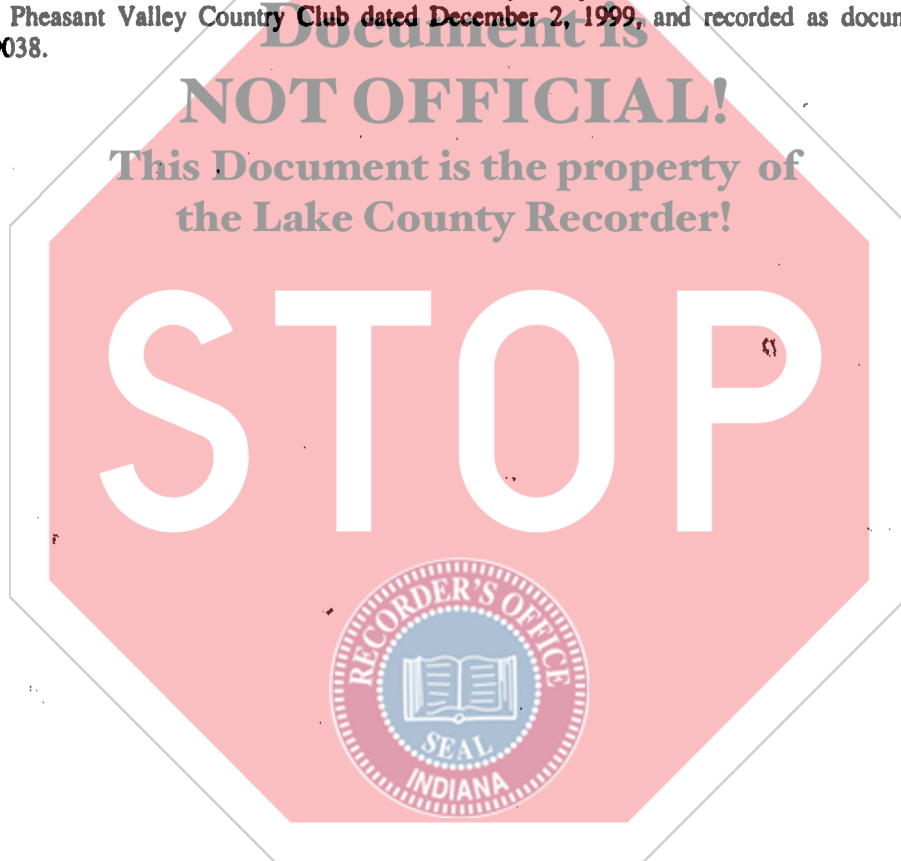
Vincent J. Barr, L.S.
Registered Land Surveyor No. 9700015
State of Indiana

IN-LA-083, 084, 086, 087

EXHIBIT "B"

It has been agreed to by both parties that this communication system easement will deviate off of the existing Amoco Easement through the property boundaries of Exhibit "A". The easement and work area off of the Amoco Easement has been staked, marked and approved by both parties on July 20, 2000. The permanent easement will be 10 feet, 5 feet on each side of the centerline.

An as-built centerline description has been prepared by a licensed surveyor and is attached to this document. This document supercedes, rescinds and releases the prior supplemental easement agreement between Williams Communications, Inc., and Naum Realty Corporation, a/k/a Pheasant Valley Corporation, dba Pheasant Valley Country Club dated December 2, 1999, and recorded as document number 2000-019038.





2000 070655

Document Mail Back to Information Sheet

This is where you want the recorded document sent back to when it has completed the recording process.

Name Ronnie Hobbs, Williams Communications

Address 110 W 7th, Suite 500

City St Zip Tulsa, Oklahoma 74119

Telephone 405-627-9703

Signature Printed _____

Signature Written _____

Date of Signature _____

Check Number _____

Check Amount _____

cash 39.00

Office Use Only

Check Equals Amount Due Yes No

Total _____

Initials _____