

AT&T INDIANA EASEMENT

CROSS REFERENCE TO: Inst.#2002 023800

UNDERTAKING 5604482 EASEMENT 197667

R/W REQUEST NUMBER 35964

For a valuable consideration of one dollar (\$1.00), receipt of which is hereby acknowledged, the undersigned Shree Jee Corporation, (Grantor) a State of Indiana corporation, hereby grants and conveys to Indiana Bell Telephone Company, Incorporated dba AT&T Indiana, an Indiana Corporation, and its affiliates and licensees, successors and assigns (collectively "Grantees") an easement in, under, over, upon and across the Exclusive Easement Area (described below), for the purposes of and in order to construct, reconstruct, modify, supplement, maintain, operate and/or remove facilities for the transmission of signals used in the provision of communication, video and/or information services and/or any other services or uses for which such facilities may be used including, but not limited to, poles, guys, anchors, and messenger strand, equipment cabinets or enclosures and support posts or pads, cables, wires, pedestals or other above-ground cable or wire enclosures, marker posts and signs, and other related or useful equipment, fixtures, appurtenances and facilities, together with the right to have buried commercial electrical service extended across the Non-Exclusive Easement Area (described below) and Exclusive Easement Area to provide service to such facilities and the right of ingress and egress across the Non-Exclusive Easement Area for the purpose of access to and use of the easement granted herein.

2006 016986

2006 MAR - 2 AM 11:34

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

NOT OFFICIAL!  
Document is the property of  
the Lake County Recorder!

The Property is legally described as:

Part of the Northeast Quarter of Section 8, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, being more particularly described as follows: Commencing at a point on the North line of said Northeast Quarter, 333 feet West of the Northeast corner of the Northwest Quarter of said Northeast Quarter of Section 8; thence South 26 degrees 45 minutes 00 seconds West, a distance of 603.09 feet to the point of beginning; thence South 52 degrees 06 minutes 00 seconds West, a distance of 50.00 feet; thence South 37 degrees 54 minutes 00 seconds East, a distance of 50.00 feet; thence North 52 degrees 06 minutes 00 seconds East, a distance of 713.73 feet, more or less, to a point lying perpendicular to and 50.00 feet West of the East line of the Northwest Quarter of the Northeast Quarter of said section 8; thence North along a line parallel to and 50.00 feet West of said East line, a distance of 63.36 feet, more or less; thence South 52 degrees 06 minutes 00 seconds West, a distance of 140.51 feet, more or less, to a point 562.14 feet from the point of beginning of this description; thence Northeasterly along a line that forms an angle with the last described line of 12 degrees 58 minutes 02 seconds (calculated), 12 degrees 11 minutes (deeded) as measured from Northeast in a counterclockwise direction, a distance of 95.79 feet to a point of deflection; thence along a line which deflects 24 degrees 5 minutes to the left from the last described line, a distance of 41.32 feet to the South right of way line of 61<sup>st</sup> Avenue (80 feet wide) as described in the Permanent Easement for Highway purpose as appropriated in the Lake Circuit Court Sitting at Crown Point,

20-  
FP  
CS

FILED

MAR 2 2006

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

004647

Indiana, in Cause No. C79-1231; thence South 89 degrees 45 minutes 00 seconds West along said South right of way line of 61<sup>st</sup> Avenue, a distance of 627.19 feet; thence South 63 degrees 15 minutes 00 seconds East, a distance of 306.59 feet; thence South 26 degrees 45 minutes 00 seconds West, a distance of 357.09 feet to a point of beginning, containing 3.20 acres, more or less, all in the Town of Merrillville, Lake County, Indiana.

Subject to any and all easements, agreements, restrictions and assessments of record.

*(This description is quoted from Instrument #2002 023800, in the Office of the Recorder of Lake County, Indiana).*

The Exclusive Easement Area is legally described as:

A part of the Northeast Quarter of Section 8, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, being more particularly described as follows:

Commencing at a point on the north line of said Northeast Quarter, 333 feet West of the northeast corner of the Northwest Quarter of said Northeast Quarter of Section 8; thence South 26 degrees 45 minutes 00 seconds West, 603.09 feet; thence South 52 degrees 06 minutes 00 seconds West, 50.00 feet to a 1 and 1/4 inch outside diameter iron pipe; thence South 37 degrees 54 minutes 00 seconds East, 50.00 feet to a 1 and 1/4 inch outside diameter iron pipe; thence North 52 degrees 06 minutes 00 seconds East along the westerly line of Old Cleveland Road (Lottaville Road), 170.44 feet; thence North 37 degrees 54 minutes 00 seconds West, 28.64 feet to the POINT OF BEGINNING: thence South 52 degrees 06 minutes 00 seconds West, 25.00 feet; thence North 37 degrees 54 minutes 00 seconds West, 20.00 feet; thence North 52 degrees 06 minutes 00 seconds East, 25.00 feet; thence South 37 degrees 54 minutes 00 seconds East, 20.00 feet to the point of beginning. Containing 500.00 square feet, more or less.

Subject to all easements, rights of way and restrictions of record.

The Non-Exclusive Easement Area is legally described as:

A part of the Northeast Quarter of Section 8, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, being more particularly described as follows:

Commencing at a point on the north line of said Northeast Quarter, 333 feet West of the northeast corner of the Northwest Quarter of said Northeast Quarter of Section 8; thence South 26 degrees 45 minutes 00 seconds West, 603.09 feet; thence South 52 degrees 06 minutes 00 seconds West, 50.00 feet to a 1 and 1/4 inch outside diameter iron pipe; thence South 37 degrees 54 minutes 00 seconds East, 50.00 feet to a 1 and 1/4 inch outside diameter iron pipe; thence North 52 degrees 06 minutes 00 seconds East along the westerly line of Old Cleveland Road (Lottaville Road), 170.44 feet to the POINT OF BEGINNING: thence South 52 degrees 06 minutes 00 seconds West, 5.00 feet; thence North 37 degrees 54 minutes 00 seconds West, 28.64 feet; thence North 52 degrees 06 minutes 00

seconds East, 5.00 feet; thence South 37 degrees 54 minutes 00 seconds East, 28.64 feet to the point of beginning. Containing 143.18 square feet, more or less.

Subject to all easements, rights of way and restrictions of record.

The Grantor represents and warrants to the Grantee that Grantor is the true and lawful owner of the Property and has full right and power to grant and convey the rights conveyed herein.

Grantee hereby agrees to restore all property disturbed by its activities in use of the easement to the condition existing prior to the disturbance.

Grantee shall have the right to remove or trim such trees and brush in the Exclusive Easement Area as is necessary to exercise the rights conveyed herein.

The Grantor shall not construct improvements in the Exclusive Easement Area or change the finish grade of the Exclusive Easement Area without the consent of the Grantee.

The Grantor agrees that, due to the exclusive nature of the grant herein conveyed, no other use of the Exclusive portion of the Easement Area except existing utilities shall be made by anyone, including Grantor, without the consent of the Grantee.

This Easement shall expire upon the removal by <sup>RTAT</sup> ~~SBC~~ Indiana of all facilities and or equipment from the Exclusive Easement Area.

This Easement shall not be effective or enforceable against the Grantor until Grantee agrees to be bound to the terms, covenants and conditions contained herein by the execution of the same.

This Easement is binding upon and shall inure to the benefit of the heirs, successors, assigns, and licensees of the parties hereto.

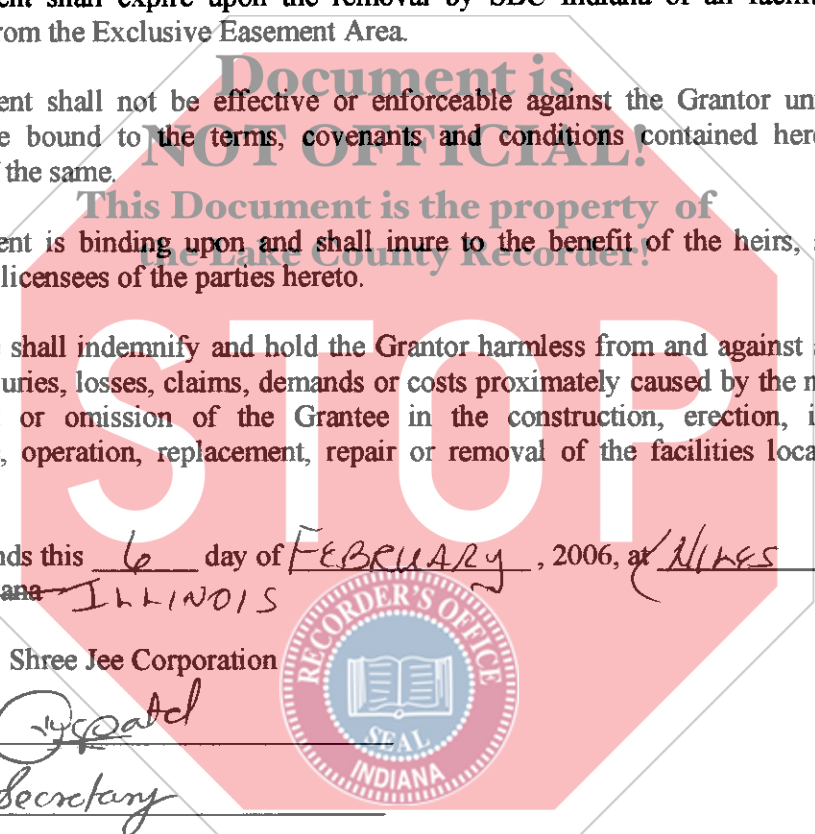
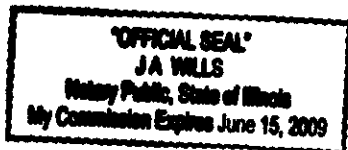
The Grantee shall indemnify and hold the Grantor harmless from and against any and all damages, injuries, losses, claims, demands or costs proximately caused by the negligent or reckless act or omission of the Grantee in the construction, erection, installation, maintenance, operation, replacement, repair or removal of the facilities located in this Easement.

With our hands this 6 day of FEBRUARY, 2006, at (NILES DEWATER) COOK County, ~~Indiana~~ ILLINOIS

GRANTOR: Shree Jee Corporation

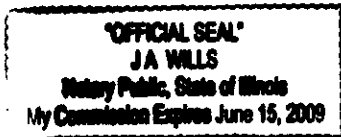
By: [Signature]  
Title: Secretary  
Printed: KISHOR PATEL

State of ILLINOIS  
County of COOK



Personally appeared before me, a Notary Public, in and for said County and State,  
this 6 day of FEBRUARY, 2006 KISHOR PATEL

Who acknowledged the execution of the above easement.



JA WILLS, Notary Public

JA WILLS, Notary Printed

My commission expires: 6/15/2009 My County of Residence: COOK

Grantee, by execution of this Agreement, agrees to be bound by all of the terms, covenants and conditions of this Easement Agreement.

With our hands this 27<sup>th</sup> day of JANUARY, 2006, at MARION County, Indiana

GRANTEE: AT&T Indiana

By: Scott Ostermeier

Title: MANAGER-OPERATIONS-CAC/ROW

Printed: SCOTT OSTERMEIER

State of INDIANA  
County of MARION

Personally appeared before me, a Notary Public, in and for said County and State,  
this 27<sup>th</sup> day of JANUARY, 2006 SCOTT OSTERMEIER,  
MANAGER-OPERATIONS-CAC/ROW

Who acknowledged the execution of the above easement.

Mary E. Broadus, Notary Public

MARY E BROADDUS  
NOTARY PUBLIC STATE OF INDIANA  
HAMILTON COUNTY, Notary Printed  
MY COMMISSION EXP. MAY 1, 2009

My commission expires: 5-1-09 My County of Residence: HAMILTON

This document was drafted by the  
AT&T Indiana Right-of-Way Department,  
Scott Ostermeier  
240 N. Meridian St., Rm. 225  
Indianapolis, Indiana 46204

Address of Grantee:  
AT&T Indiana  
Right-of-Way Department  
240 N. Meridian St., Rm. 225  
Indianapolis, Indiana 46204

7

**EXHIBIT "A"**  
**PROPOSED EASEMENT**

**LEGEND:**

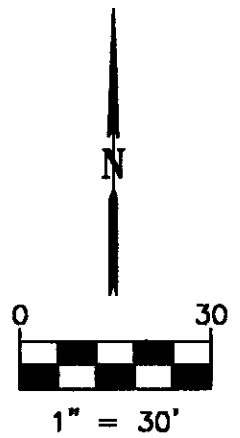
- IPF IRON PIPE FOUND
- OD OUTSIDE DIAMETER
- ISFC IRON STAKE/CAP FOUND
- IRS 5/8" REBAR SET/CAP
- R RECORDED
- M MEASURED
- RC REFERENCE CORNER
- RL REFERENCE LINE
- DR DEED RECORD
- PG PAGE
- p UTILITY POLE

EXCLUSIVE AREA = 500.00 SQ. FT. (0.01 AC. ±)  
NON-EXCLUSIVE AREA = 143.18 SQ. FT.  
DATE: AUGUST 30, 2005

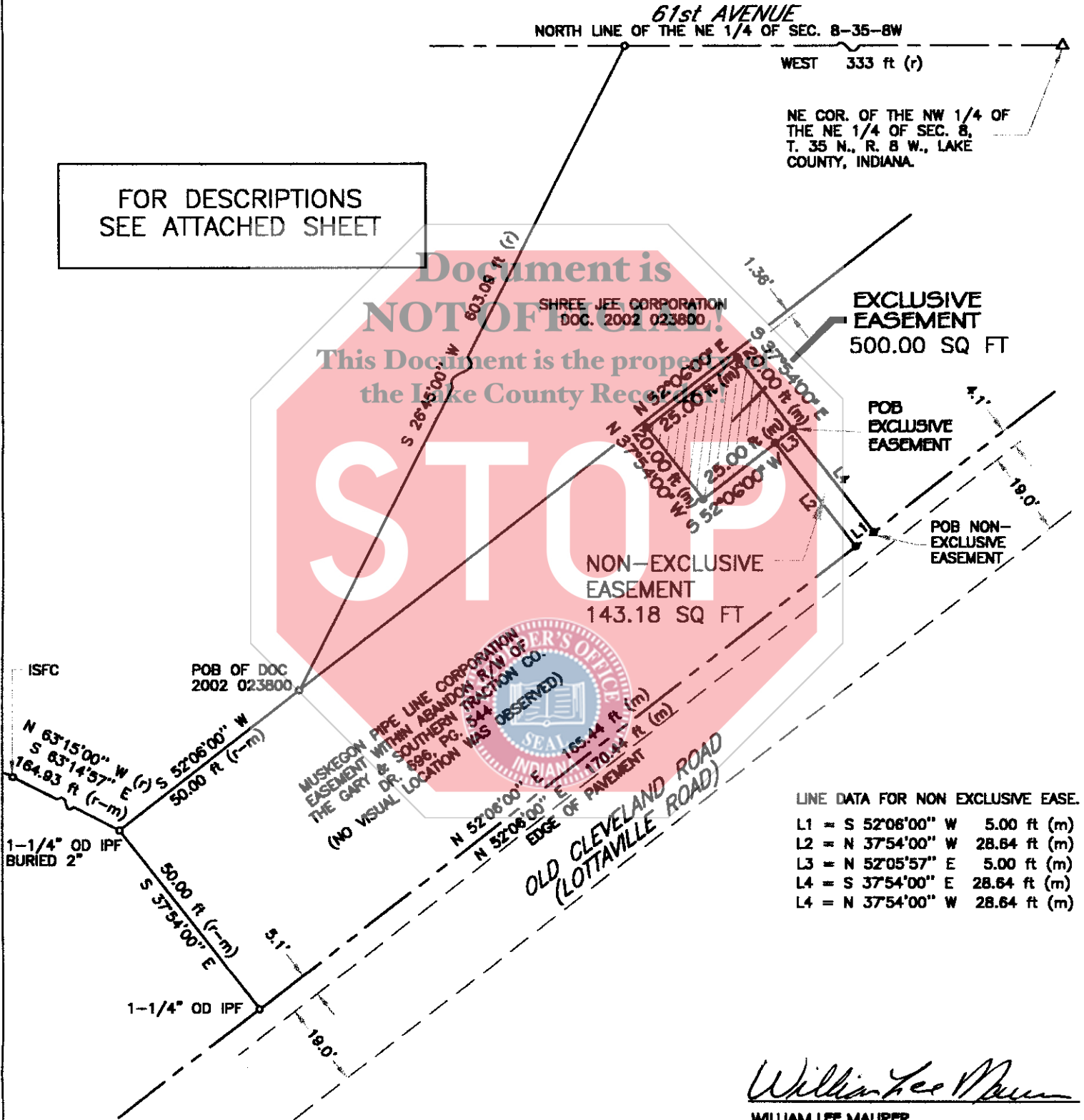
THIS PLAT WAS PREPARED FROM DOCUMENTATION RECORDED  
AT THE RECORDERS OFFICE OF LAKE COUNTY, INDIANA  
AND MEASURED BY FIELD SURVEY.

**DENOTES:**

- 5/8 INCH DIAMETER REBAR STAKE  
SET WITH ORANGE CAP STAMPED  
SBC EASEMENT (EASE)



FOR DESCRIPTIONS  
SEE ATTACHED SHEET



LINE DATA FOR NON EXCLUSIVE EASE.

L1 = S 52°08'00" W	5.00 ft (m)
L2 = N 37°54'00" W	28.64 ft (m)
L3 = N 52°05'57" E	5.00 ft (m)
L4 = S 37°54'00" E	28.64 ft (m)
L4 = N 37°54'00" W	28.64 ft (m)

**SURVEYOR'S STATEMENT**

This survey is to the best of my knowledge, information, and belief, made according to the instructions of 865 IAC 1-12 for a CLASS B (0.25) survey. This within survey was completed by myself on the 30th day of August, 2005.

*William Lee Maurer*

WILLIAM LEE MAURER  
INDIANA L.S. No. 80040367  
DATE: AUGUST 31, 2005

PREPARED BY:

**KAMTEL, INC.**

4980 BELLMAN DRIVE  
WEST BEND, WI. 53095  
PHONE: (262) 247 2301  
FAX: (262) 247 2309

PREPARED FOR:

**SBC AMERITECH**

WLM JOB No. 0508118  
WORK ORDER: # 5604482  
EXCH. # N42121, GARY GLEN  
ROSS EXCHANGE



Prescribed by the  
State Board of Accounts  
(2005)

County form 170

Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security number in attached document.
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.



*Mark J. Mayer*  
Signature of Declarant

*MARK J. MAYER*  
Printed Name of Declarant