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**RIGHT OF WAY AND EASEMENT AGREEMENT**  
Indiana - Individual Grantor

THIS RIGHT OF WAY AND EASEMENT AGREEMENT is made this 12th day of May, 2000 between LANCE BARAN and ANGIE BARAN, ("Grantor") and Williams Communications, Inc., d/b/a Vyvx, Inc. in the State of Indiana, a Delaware corporation, operating as a communications common carrier and telephone public utility, whose mailing address is P.O. Box 22064, Tulsa, Oklahoma 74121-2064, its successors and assigns, ("Grantee").

**NOT OFFICIAL!**

WITNESSETH

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For and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and warrants unto Grantee, its successors and assigns, the perpetual right, privilege, and easement of right of way (hereinafter, together with the rights and privileges herein granted, the "Easement"), with a width and centerline as indicated below, to survey, construct, maintain, inspect, operate, protect, repair, alter, replace, establish, lay install, test, substitute, renew, reconstruct, restore, abandon and remove underground communications 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 communications for and by others, together with a temporary easement to provide work space along and adjacent to such Easement (the "Temporary Easement"), on, in, 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 incorporated by reference;

together with the right of ingress and egress to, from and along the Easement and Temporary 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.

The communications system(s) shall be installed across the Property within, and the Temporary Easement shall be limited to, the area inside the existing Amoco Pipeline Company ("Amoco") easement and specifically such Grantee's Easement and Temporary Easement shall be limited to the area of the property adjacent to the western side of Amoco pipeline, as such pipeline is located as of the date of this instrument. The conduit system and/or fiber optic cables shall be located no further than twenty (20) feet west of the centerline of Amoco's pipeline as it exists on the date of this instrument. The exact location of the Easement conveyed by this instrument shall be determined by the installation of Grantee's communications system(s), and the Easement shall extend for five (5) feet on each side of the centerline of the first working communications system installed (the "Easement Area").

Grantee shall install its communications system by means of the directional boring method.

**FILED**

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**PETER BENJAMIN  
LAKE COUNTY AUDITOR**

77.00  
2079

Grantee shall restore the surface of the Easement and Temporary Easement as nearly as reasonably practical to its original 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 crops, timber, and improvements of Grantor directly resulting from the exercise, now or in the future, of the rights herein granted. Grantee shall cause payments on valid damage claims to be made within thirty (30) days of receipt of such claim.

Grantee will use its best efforts to refrain from using powered equipment of a loud or offensive nature within fifteen (15) feet of any residence during the initial installation, or subsequent repair, replacement or expansion, of Grantee's communications system.

Grantee agrees to provide forty-eight (48) hours advance notification to Grantor prior to Grantee beginning construction of the initial installation of the communications system across the property.

Grantee agrees to limit to a one time installation of 3 conduits.

Grantee shall place no above ground structures or improvements (except for markers to be installed at ground level at property lines, fence lines, road and stream crossings) upon the Easement.

Grantee agrees to comply with all State and Federal laws relating to the exercise of 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 of said facilities, including, but not limited to, injuries to or deaths of persons or animals, court costs and reasonable attorneys' 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 Easement for the purposes stated herein.

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.

Grantee may divide, subdivide, or apportion, and may lease, assign, transfer, mortgage, or encumber, all or any part of the Easement.

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.

Tract No.: IN-LA-136

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

GRANTOR:

1) *Lance Baran*

Print Name: LANCE BARAN

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

2) *Angie Baran*  
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the Lake County Recorder!

Print Name: ANGIE BARAN

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

Cross-reference: Recorded plat or last deed of record: 92000237

This instrument was prepared by: Charles T. Plake, Esq., One Williams Center, Suite 4100, Tulsa, OK 74172



Tract No.: IN-LA-136

**EXHIBIT "A"**

Lot 14 resubdivision of Lot 14 Green Acres Estates, an addition to Lake County Indiana, as shown in Plat Book 54, Page 15, in Lake County, Indiana.



ACKNOWLEDGMENT

STATE OF INDIANA )

COUNTY OF LAKE

)  
SS  
**Document is  
NOT OFFICIAL!**

Execution of the foregoing instrument was acknowledged before me this 15<sup>th</sup> day of  
(date)

MA-1, 2000 by LANCE BARAN and ANGIE BARAN

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**STOP**

Notary Public

Printed Name:

County of Residence:

Commission Expiration:



**NORMAN J. PANGANIS**  
Res. of Marlon Co.  
Comm. Exp. 11-8-2007

