

STATE OF INDIANA
LAKE COUNTY
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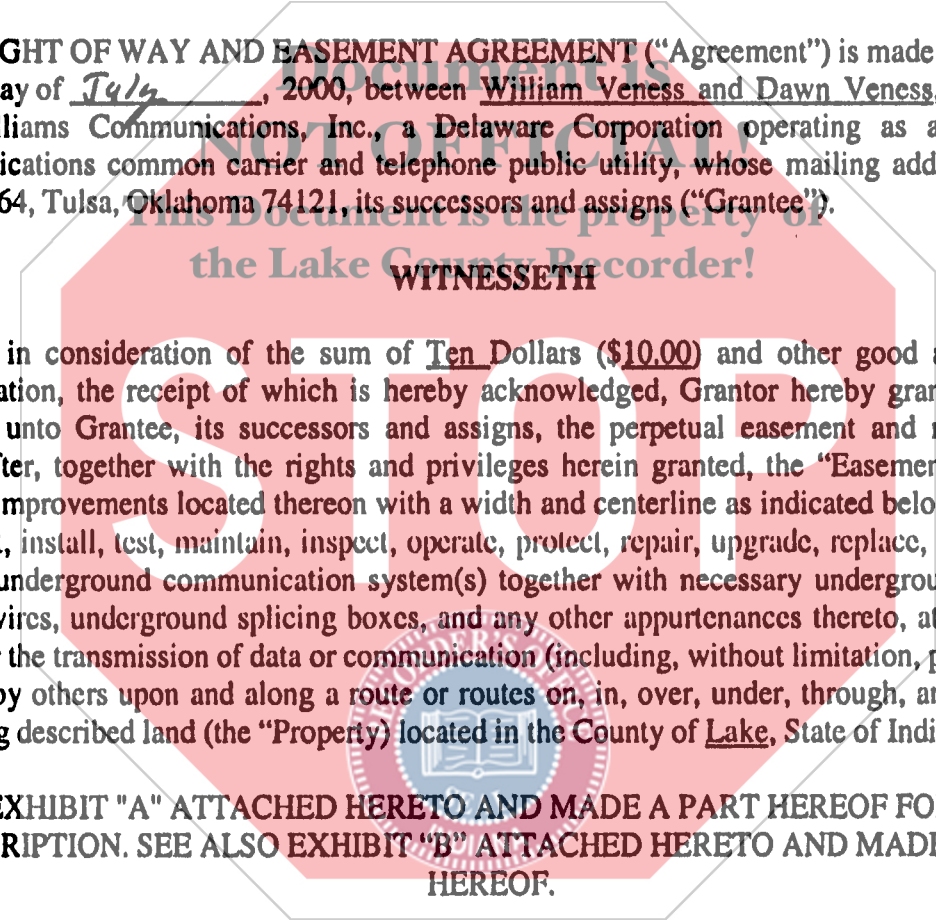
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REC'D BY CLERK
PETER BENJAMIN
LAKE COUNTY AUDITOR

Tract No.: IN-LA-118

RIGHT OF WAY AND EASEMENT AGREEMENT

THIS RIGHT OF WAY AND EASEMENT AGREEMENT ("Agreement") is made this 20th day of July, 2000, between William Veness and Dawn Veness, ("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. SEE ALSO 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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The communication system(s) shall be installed across the Property within, and the Temporary Easement shall be limited to, the area inside the existing Amoco Pipe Line Company pipeline easement. The approximate location of the Easement conveyed by this instrument shall generally be twenty (20) feet southwesterly of and parallel to the pipeline as it exists as of the date of this Easement Agreement, 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.

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.

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:

1) William Veness

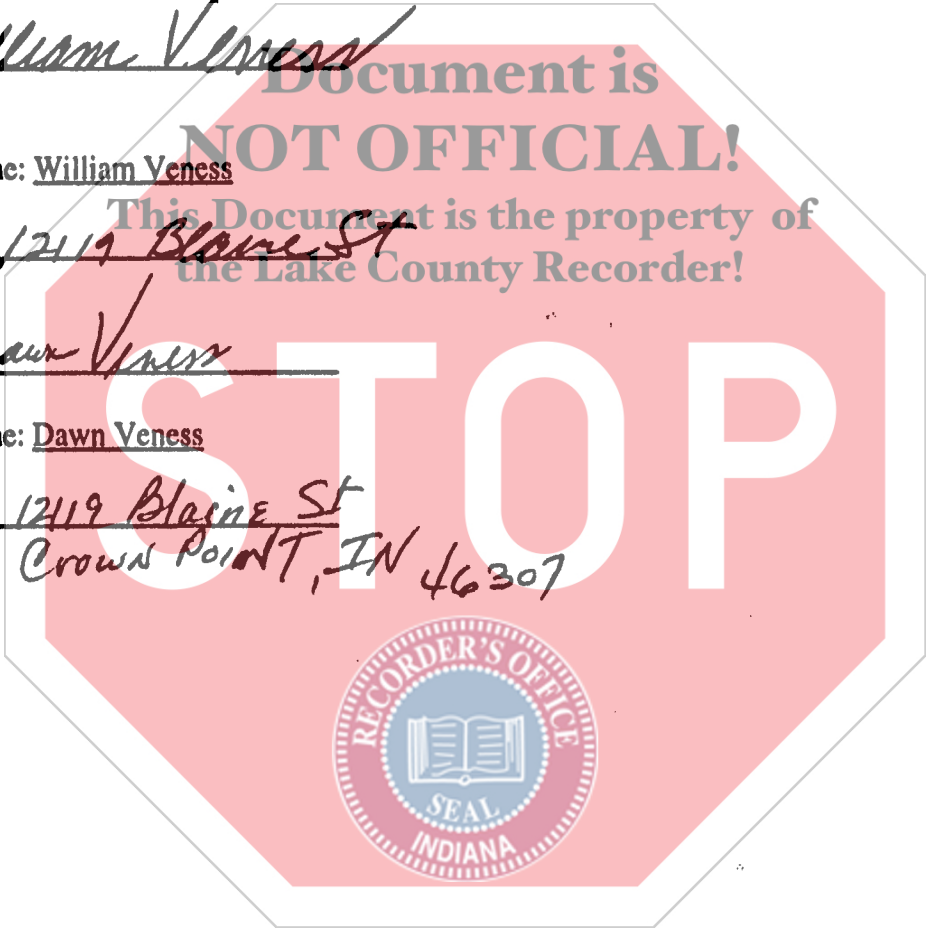
Print Name: William Veness

Address: 12119 Blaine St

2) Dawn Veness

Print Name: Dawn Veness

Address: 12119 Blaine St
Crown Point, IN 46307



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

Book: _____ Page: _____

Document No.: 99019628

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

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

Tract No. IN-LA-118

EXHIBIT "A"

Centerline Description
Crossing the property of
William Veness and Dawn Veness

A ten foot (10') wide Permanent Easement and Right-of-Way crossing part of the East Half of the Northeast Quarter of Section 11, Township 34 North, Range 9 West, situated in Lake County, Indiana and being part of that certain tract or parcel of land being more particularly described in a certain Warranty Deed from Tamra Macelveen and Johnita Duykers to William Veness and Dawn Veness, dated February 12, 1999, and recorded as Instrument Number 99018268, 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 brass monument at the northeast corner of said Northeast Quarter; Thence N 89°26'05" W, along the north line of said Northeast Quarter, 1329.46 feet to the northwest corner of the East Half of said Northeast Quarter; Thence S 00°21'33" E, along the west line of said Half-Quarter Section, 624.16 feet to the southwest corner of the tract of land conveyed by said Warranty Deed; Thence S 88°04'45" E, along said east line, 349.68 feet to the POINT OF BEGINNING, said point being 20.0 feet southwesterly of (as measured perpendicular to) an existing pipeline crossing the south line of said tract of land at a distance of 370.78 feet from the southwest corner of said tract of land;

THENCE N 16°40'55" W, a distance of 215.05 feet to the POINT OF EXIT of the described centerline on the southerly line of an exception parcel described in said Warranty Deed, said point being 20.0 feet southwesterly of, (as measured perpendicular to), said pipeline;

THENCE N 16°40'55" W, a distance of 65.74 feet to the POINT OF REENTRY of the described centerline on the west line of said exception parcel, said point being 20.0 feet southwesterly of, (as measured perpendicular to), said pipeline;

THENCE N 16°40'55" W, a distance of 121.53 feet to the POINT OF EXIT of the described centerline on the north line of said tract, said point being 20.0 feet southwesterly of, (as measured perpendicular to), said pipeline. Said point being N 89°26'05" W, a distance of 38.93 feet from an axle found marking the northwest corner of said exception parcel. The Permanent Easement and Right-of-Way contains 0.077 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 0.155 acres of land.

It is intended that the sidelines of said strips of land shall be shortened or extended to terminate at the south and north lines of the tract of land conveyed by said Warranty Deed and at the southerly and west line of the exception parcel described in said Warranty Deed.

Basis of bearings is an assumed bearing of N 89°26'05" W on the north line of said Northeast 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 will notify Grantor 48 hours prior to construction.

Grantee agrees to bore under Grantor's property for its telecommunication system at a depth of not less than 72 inches.

If Grantor's septic system lines or drainage lines are damaged as a direct result of Grantee's activities, Grantee will repair/replace same.

Grantee agrees that Grantor shall not be liable for damages to Grantee's underground communications facilities resulting from the construction of a driveway across the easement. Grantor shall notify Grantee prior to commencing construction of any such cross over road(s) so that Grantee may take adequate steps to protect its facilities.

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, when due to negligence of Grantee, its employees or contractors. Grantee agrees to supply Grantor with insurance certificate.

Notwithstanding anything contained herein to the contrary, Grantee agrees to indemnify and hold Grantor(s) harmless from any and all financial liability, in the event Grantor(s) should cut Grantee's fiber optic line, during the process of any and all digging operations by said Grantor(s), on the herein described lands, as long as Grantor(s) call One Call (1-800-663-2255) 48 hours prior to the commencement of any such operations to allow them time to locate Grantee's fiber optic line.

Grantee agrees not to place splice boxes or other above ground appurtenances (other than location markers placed at fence line) in the Easement area.

Grantee agrees no heavy machinery will be used on Grantor's property.

Grantee agrees that this easement is for the initial installation of said underground communications system only. The cost of actual damages, if any, of each repair, maintenance or replacement procedure or occurrence will be reimbursed upon completion of each procedure or occurrence. Should additional facilities, expansion or relocation be required in the future, Grantee will enter into separate negotiations at that time.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA)
)
COUNTY OF LAKE) SS

On this 20th day of July, 2000, personally appeared before me

William Veness personally known to me or who has produced
(name of person acknowledging) (type of identification)

as identification who acknowledged that He executed the foregoing instrument and that the same

is His free act and deed.
(his/hcr)

NOTARY PUBLIC
Gregory Gene Barby
County of Lake, State of Indiana
My Commission Expires 08-19-07

Notary Public
Name: Gregory Gene Barby
County of Residence: LAKE
Expiration of Commission: 08-19-07

INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA)
)
COUNTY OF LAKE) SS

On this 20th day of July, 2000, personally appeared before me

Dawn Veness personally known to me or who has produced
(name of person acknowledging) (type of identification)

as identification who acknowledged that SHE executed the foregoing instrument and that the same

is Her free act and deed.
(his/hcr)

NOTARY PUBLIC
Gregory Gene Barby
County of Lake, State of Indiana
My Commission Expires 08-19-07

Notary Public
Name: Gregory Gene Barby
County of Residence: LAKE
Expiration of Commission: 08-19-07

