

AT&T INDIANA Non EXCLUSIVE EASEMENT

CROSS REFERENCE TO: 28-29-0115-0025

UNDERTAKING 6018582 EASEMENT 204762  
R/W REQUEST NUMBER 43516

2006 107332

For a valuable consideration of one dollar (\$1.00), receipt of which is hereby acknowledged, the undersigned (Grantor) 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") a non exclusive easement in, under, over, upon and across the 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, , 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 commercial electrical service extended across the Property (described below) and Easement Area to provide service to such facilities and the right of ingress and egress across the Property and the Easement Area for the purpose of access to and use of the easement granted herein.

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

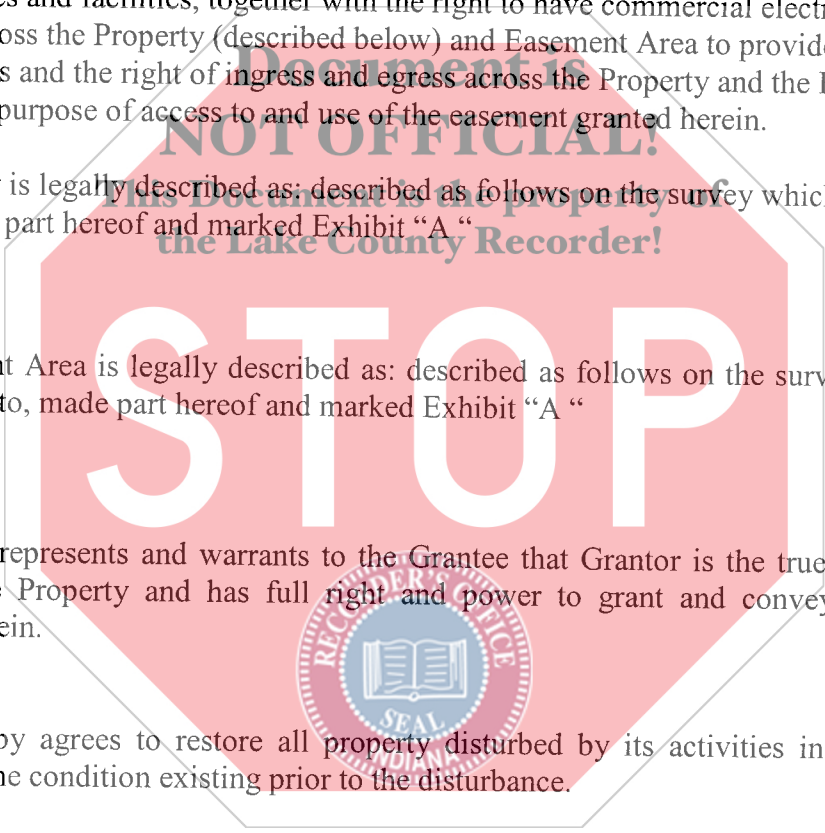
The Property is legally described as: described as follows on the survey which is attached hereto, made part hereof and marked Exhibit "A"

The Easement Area is legally described as: described as follows on the survey which is attached hereto, made part hereof and marked Exhibit "A"

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 trim such trees and brush in the Easement Area as is necessary to exercise the rights conveyed herein.



**FILED**

DEC 06 2006

PEGGY HOLINGA KATON  
LAKE COUNTY AUDITOR

\$16

CS

CA

24848

The Grantor shall not construct improvements in the Easement Area or change the finish Grade of the Easement Area without the consent of the Grantee.  
This Easement is binding upon and shall inure to the benefit of the heirs, successors, assigns, and licensees of the parties hereto.

With our hands this 4TH day of DECEMBER 2006, at Lake County In.

GRANTOR:

By: *Joseph M. Stahura*

Title: Owner

Printed: JOSEPH M. STAHURA

State of Indiana  
County of Lake

Personally appeared before me, a Notary Public, in and for said County and State, this 4TH day of DEC. 2006

Who acknowledged the execution of the above easement?

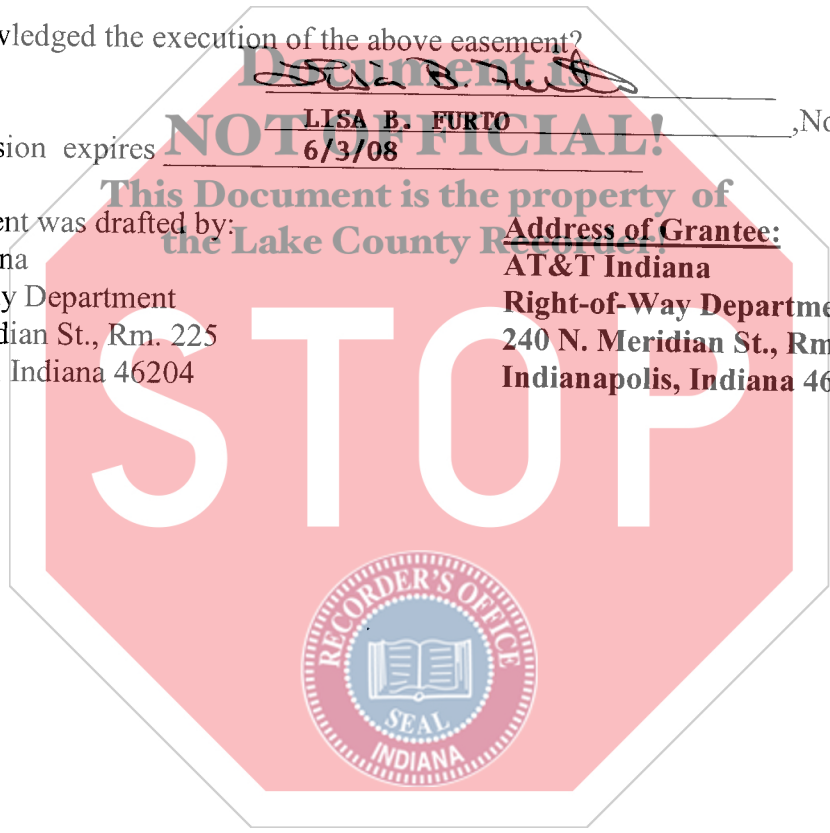
*Lisa B. Furto*

LISA B. FURTO, Notary Public  
6/3/08

My commission expires

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

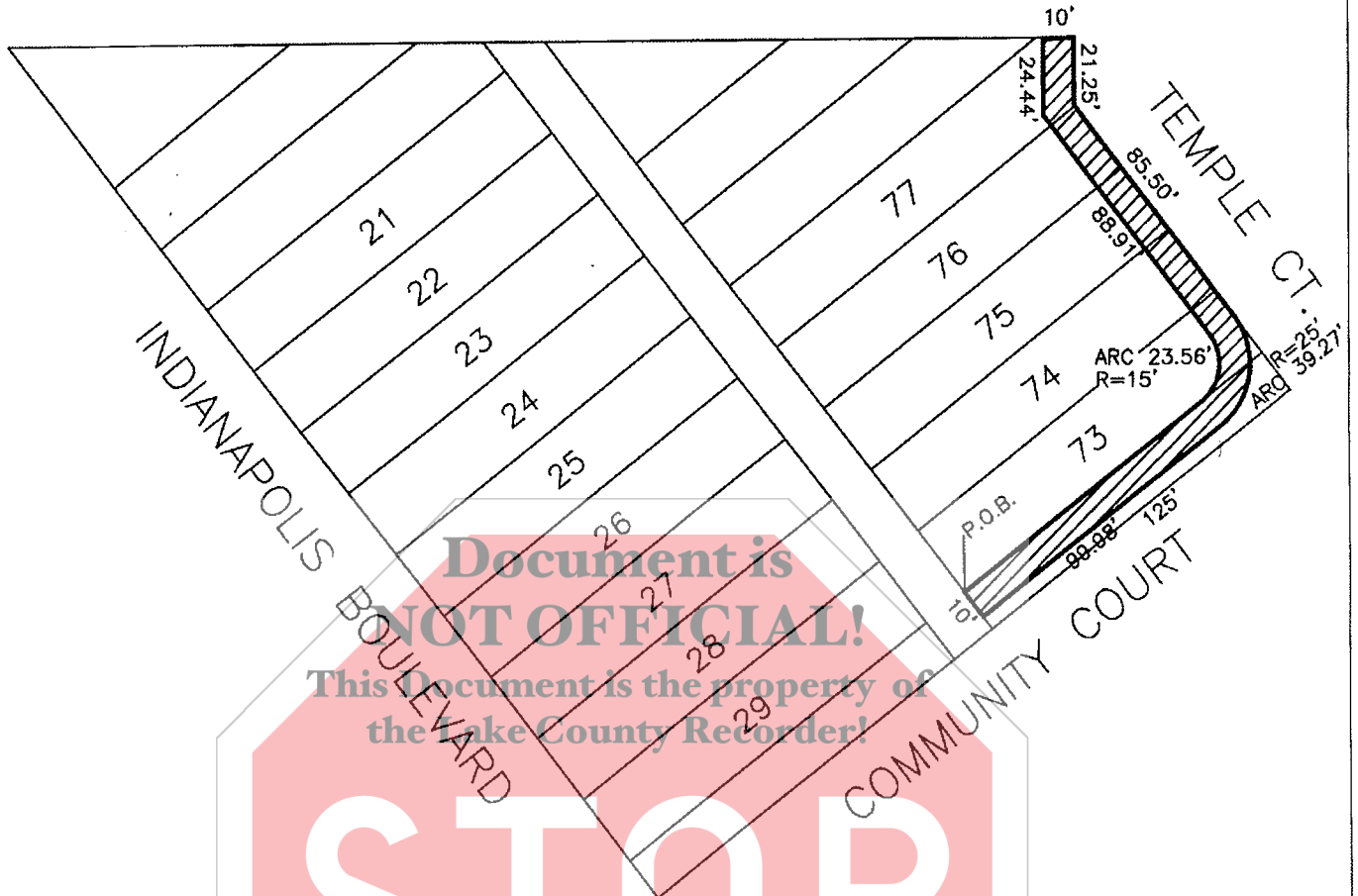
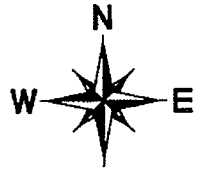
**Address of Grantee:**  
**AT&T Indiana**  
**Right-of-Way Department**  
**240 N. Meridian St., Rm. 225**  
**Indianapolis, Indiana 46204**



# EXHIBIT "A"

## EASEMENT

This plat was prepared from information obtained from the Recorder's Office and other sources and was not necessarily checked by a field survey.



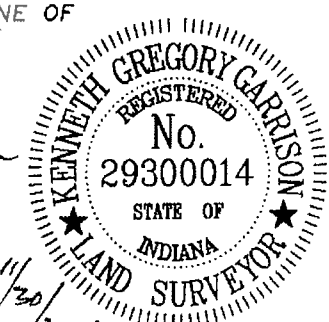
Document is NOT OFFICIAL!  
This Document is the property of the Lake County Recorder!

### EASEMENT DESCRIPTION:

A PART OF LOTS 72, 73, 74, 75, 76 AND 77, IN WHITINGS, A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 9 WEST, OF THE 2ND PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER OF INDIANAPOLIS BOULEVARD IN THE CITY OF WHITING, AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 52, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 73; THENCE NORTHEAST 99.98 FEET ALONG THE SOUTHERN LINE OF SAID LOT 73; THENCE 23.56 FEET ALONG AN ARC TO THE LEFT WITH A RADIUS OF 15.00 FEET TO A POINT BEING 10.00 FEET WEST OF THE EASTERN LINE OF SAID LOTS 73 THRU 77; THENCE NORTHWEST 88.91 FEET PARALLEL WITH SAID EASTERN LINE; THENCE NORTH 24.44 FEET TO THE NORTH LINE OF SAID LOT 77; THENCE EAST 10.00 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID LOT 77; THENCE SOUTH 21.25 FEET ALONG THE EAST LINE OF SAID LOT 77 TO THE SOUTHEAST CORNER OF SAID LOT 77; THENCE SOUTHEAST 85.50 FEET ALONG THE EASTERN LINES OF SAID LOTS 76 THRU 73; THENCE 39.27 FEET ALONG AN ARC TO THE RIGHT WITH A RADIUS OF 25.00 FEET TO A POINT BEING 10.00 FEET SOUTH OF THE SOUTHERN LINE OF SAID LOT 73; THENCE SOUTHWEST 99.98 FEET PARALLEL WITH SAID SOUTHERN LINE TO THE WESTERN LINE OF SAID LOT 72; THENCE NORTHWEST 10.00 FEET ALONG SAID WESTERN LINE TO THE POINT OF BEGINNING.

*Kenneth Gregory Garrison*



PROGRESSIVE COMMUNICATIONS SERVICES, INC.	SBC/ATT EASEMENT
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