

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD Act No.: IN-LA-140, 142

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MORRIS M. CENTER
RECORDS

RIGHT OF WAY AND EASEMENT AGREEMENT

Indiana - Individual Grantor - ComEd ROW

THIS RIGHT OF WAY AND EASEMENT AGREEMENT is made this 24th day of Jan, 2000 between Helen Wein, Trustee of The Written Trust Agreement dated October 5, 1988, ("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").

WITNESSETH

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"), together with all improvements located thereon, 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 (including, without limitation, pipeline communications data) 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 MADE A PART HEREOF FOR LEGAL DESCRIPTION.

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 what is the currently existing and commonly accepted Commonwealth Edison (ComEd) utility right of way and shall be located twenty feet (20') from the concrete base of the Electrical Transmission Tower. The exact location of the Easement and Temporary 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.

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

MAR 20 2000

PETER BENJAMIN
LAKE COUNTY AUDITOR

01356

Handwritten signature

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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.

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

GRANTOR:

1) Helen Wein, Trustee
Helen Wein, Trustee of The Written Trust
Agreement dated October 5, 1988

Address: 8408 W. 101st
Crown Point, In 46307

2) _____
Print Name: HELEN WEIN

Address: 8408 W. 101st
CROWN POINT, IN 46307

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

Book: Page:

Document No.: 95028602

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

One Williams Center, Suite 4100, Tulsa, OK 74172

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

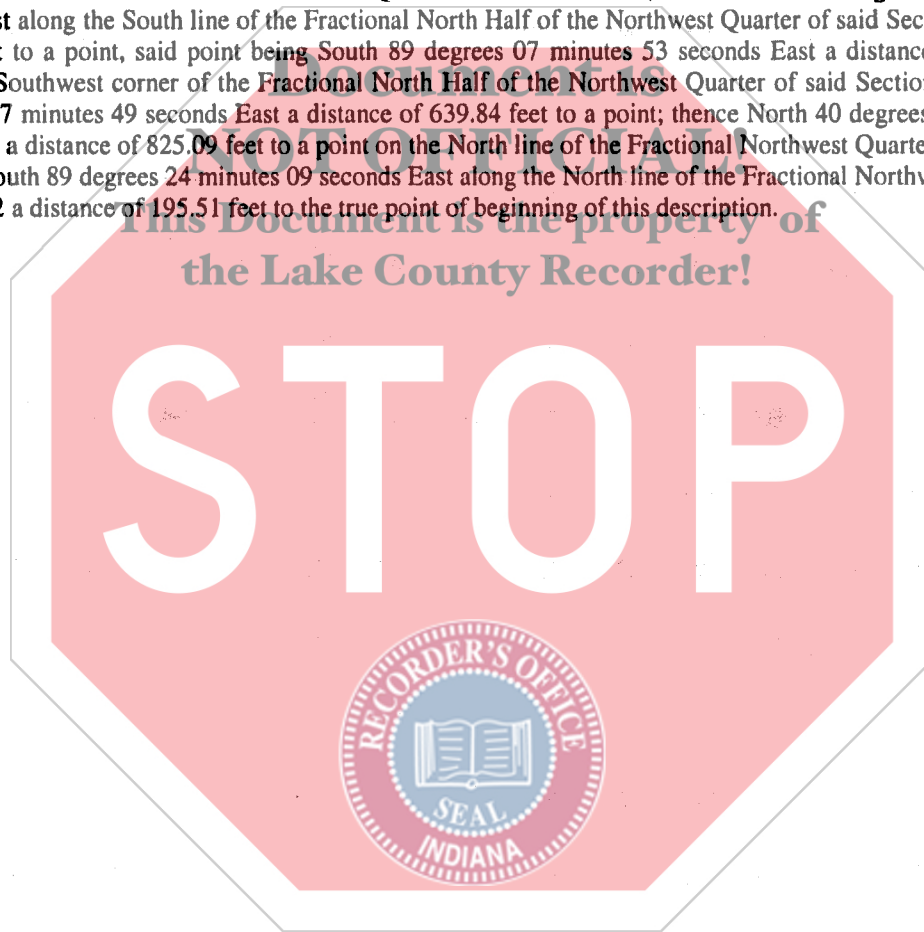
Book: _____ Page: _____

Document No.: 95028602

This instrument was prepared by: Lynn Conard, One Williams Center, Suite 4100, Tulsa, OK 74172

EXHIBIT "A"

Parcel V: The North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 2, Township 34 North, Range 9 West of the Second Principal Meridian, except the West 20 acres thereof. Also except that part described as follows: Beginning at the Northeast corner of the Fractional Northwest Quarter of said Section 2; thence North 89 degrees 24 minutes 09 seconds West along the North line of the Fractional Northwest Quarter of said Section 2 a distance of 176.86 feet to the TRUE POINT OF BEGINNING of this description; thence South 40 degrees 29 minutes 21 seconds West a distance of 896.83 feet to a point; thence South 1 degree 07 minutes 49 seconds West a distance of 585.51 feet to a point on the South line of the Fractional North Half of the Northwest Quarter of said Section 2; thence North 89 degrees 07 minutes 53 seconds West along the South line of the Fractional North Half of the Northwest Quarter of said Section 2 a distance of 150 feet to a point, said point being South 89 degrees 07 minutes 53 seconds East a distance of 1744.65 feet from the Southwest corner of the Fractional North Half of the Northwest Quarter of said Section 2; thence North 1 degree 07 minutes 49 seconds East a distance of 639.84 feet to a point; thence North 40 degrees 29 minutes 21 seconds East a distance of 825.09 feet to a point on the North line of the Fractional Northwest Quarter of said Section 2; thence South 89 degrees 24 minutes 09 seconds East along the North line of the Fractional Northwest Quarter of said Section 2 a distance of 195.51 feet to the true point of beginning of this description.



TRUSTEE'S ACKNOWLEDGMENT

STATE OF INDIANA)
)
COUNTY OF LAKE) ss

Before me, the undersigned, a Notary Public, in and for said County and State, on this 24th day of

Jan ~~1999~~, 2000, personally appeared Helen Wein, Trustee of the

Written Trust Agreement dated October 5, 1988
(Trust)

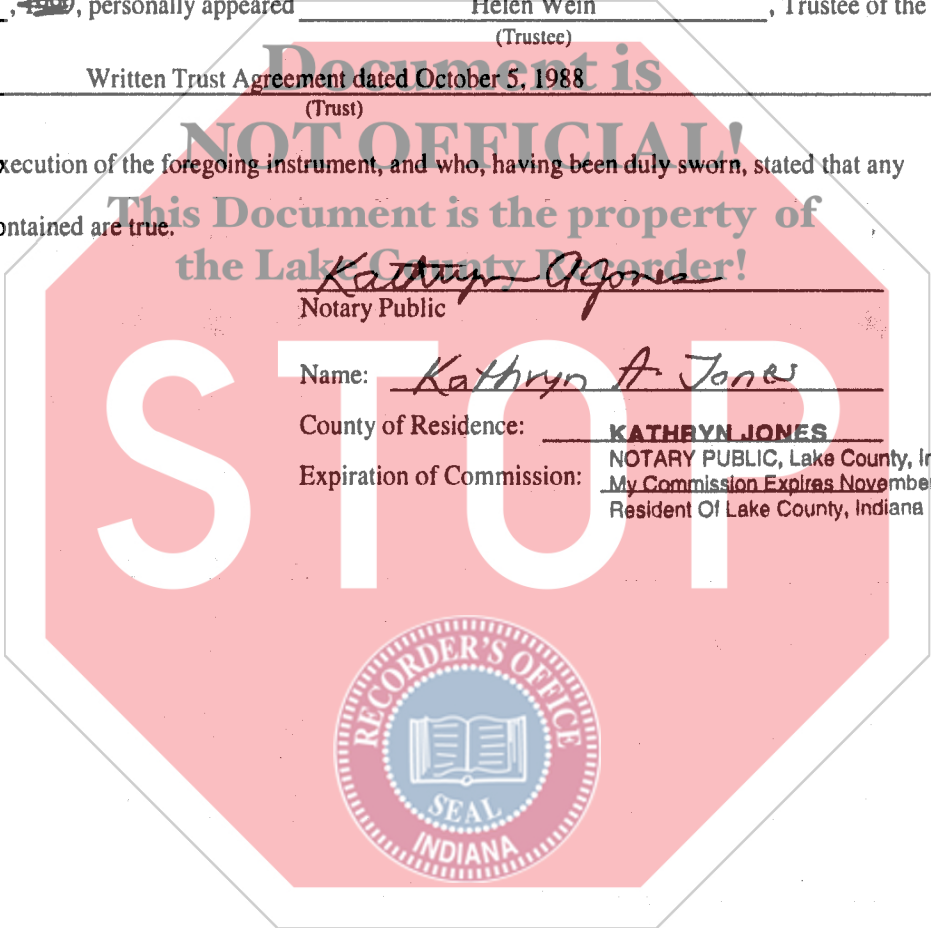
who acknowledged the execution of the foregoing instrument, and who, having been duly sworn, stated that any representations therein contained are true.

Kathryn Jones
Notary Public

Name: Kathryn A. Jones

County of Residence: KATHRYN JONES

Expiration of Commission: NOTARY PUBLIC, Lake County, Indiana
My Commission Expires November 17, 2006
Resident Of Lake County, Indiana



This Instrument prepared by and should be returned after recording to:

Williams Communications, Inc.
6450 English Ave.
Indianapolis, IN 46219