

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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2000 MAR 21 AM 10:27
Tract No. IN-LA-151, 153

LAKE COUNTY RECORDER
FILED

MAR 20 2000

**PETER BENJAMIN
LAKE COUNTY AUDITOR**

RIGHT OF WAY AND EASEMENT AGREEMENT

Indiana - Trustee Grantor - ComEd ROW

THIS RIGHT OF WAY AND EASEMENT AGREEMENT is made this 31 day of Dec, 1999 between, Robert W. Feddeler and Henry J. Feddeler, Trustees under provisions of the Feddeler Family Trust dated May 2, 1981 ("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 rights, privileges, and easements 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

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 North 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 their 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.

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.

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[Handwritten signature]

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.

Grantor represents and warrants that the individuals signing below are authorized to execute this instrument pursuant to that certain Trust Agreement dated May 2, 1981 and amended by Amendment to Trust Agreement dated May 31, 1996. Grantor further represents and warrants that the Trust's Tax Identification Number is 35-6311075.

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

GRANTOR:

By: Robert W Feddeler
Robert W. Feddeler, Trustee under provisions of a Trust Agreement dated May 2, 1981

Address: 18501 CLARK Rd
Lowell IN 46356

By: Henry J Feddeler
Henry J. Feddeler, Trustee under provisions of a Trust Agreement dated May 2, 1981

Address: 21303 Wicker ave
Lowell Ind

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

Book: Page:

Document No.: 652722

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:

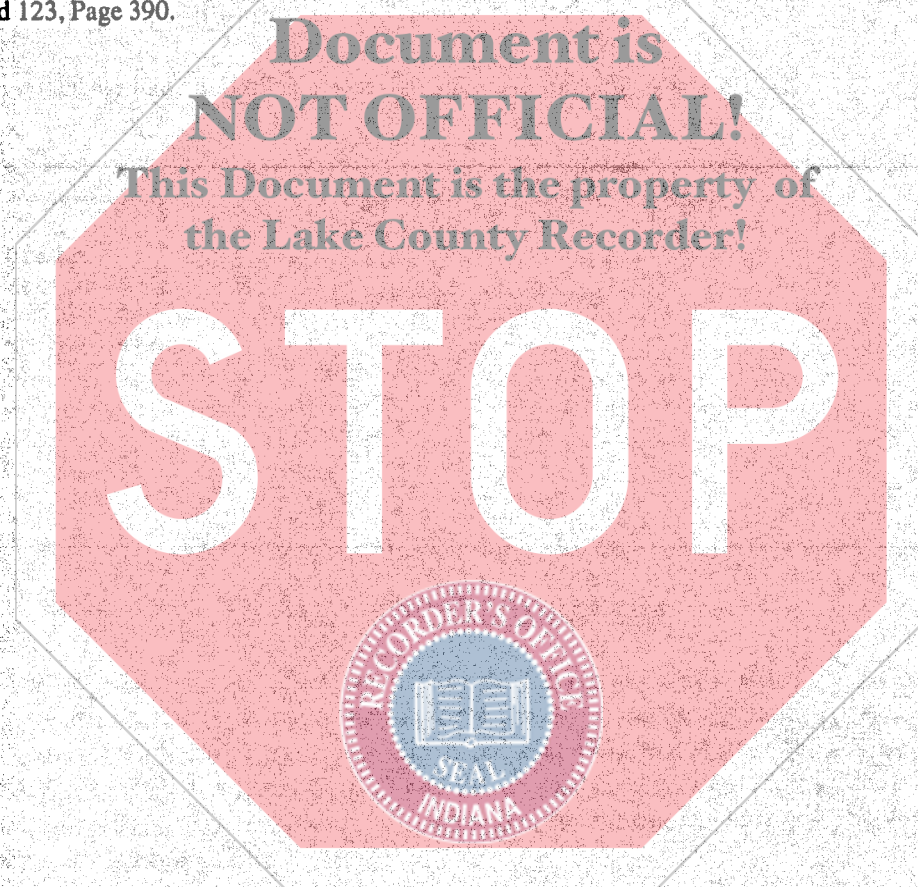
Document No. 98014726

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

Tract No. IN-LA-151, 153

EXHIBIT "A"

The Northwest Quarter of the Northeast Quarter and the Northeast Quarter of the Northwest Quarter of Section 4, Township 34 North, Range 9 West of the 2nd Principle Meridian containing 73 28/100 acres more or less excepting therefrom the 100 foot right of way conveyed to the Indianapolis, Delphi and Chicago Railroad Company, now the Chicago, Indianapolis and Louisville Railroad Company by deed recorded in Deed Record 36, Page 415, and also excepting therefrom the parcel of land conveyed to the Chicago Indiana and Southern Railroad Company by deed recorded in Deed Record 123, Page 390.



STATE OF INDIANA)
)
) SS
COUNTY OF LAKE)

ACKNOWLEDGMENT - TRUSTEE GRANTOR

I, the undersigned, a notary public in and for the State and County aforesaid, do certify that Robert W. Feddeler, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he is the Trustee of the Feddeler Family Trust Agreement dated May 2, 1981, and the he further acknowledged that he is duly authorized and empowered by the terms of the trust to execute this instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 31st day of December, 1999.

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

Gregory Gene Barbry
Notary Public

My Commission Expires:

08-19-07

STATE OF INDIANA)
)
) SS
COUNTY OF LAKE)

ACKNOWLEDGMENT - TRUSTEE GRANTOR

I, the undersigned, a notary public in and for the State and County aforesaid, do certify that Henry J. Feddeler, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he is the Trustee of the Feddeler Family Trust Agreement dated May 2, 1981, and the he further acknowledged that he is duly authorized and empowered by the terms of the trust to execute this instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 31st day of December, 1999.

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

Gregory Gene Barbry
Notary Public

My Commission Expires:

08-19-07

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

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