

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD Tract No.: IN-LA-170

2000 019060

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MORRIS W. CARTER
RECORDER

RIGHT OF WAY AND EASEMENT AGREEMENT
Indiana - Individual Grantor

THIS RIGHT OF WAY AND EASEMENT AGREEMENT is made this 25th day of Jan, 2000 between JOHN GIGLIO, ("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.

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PETER BENJAMIN
LAKE COUNTY AUDITOR

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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.

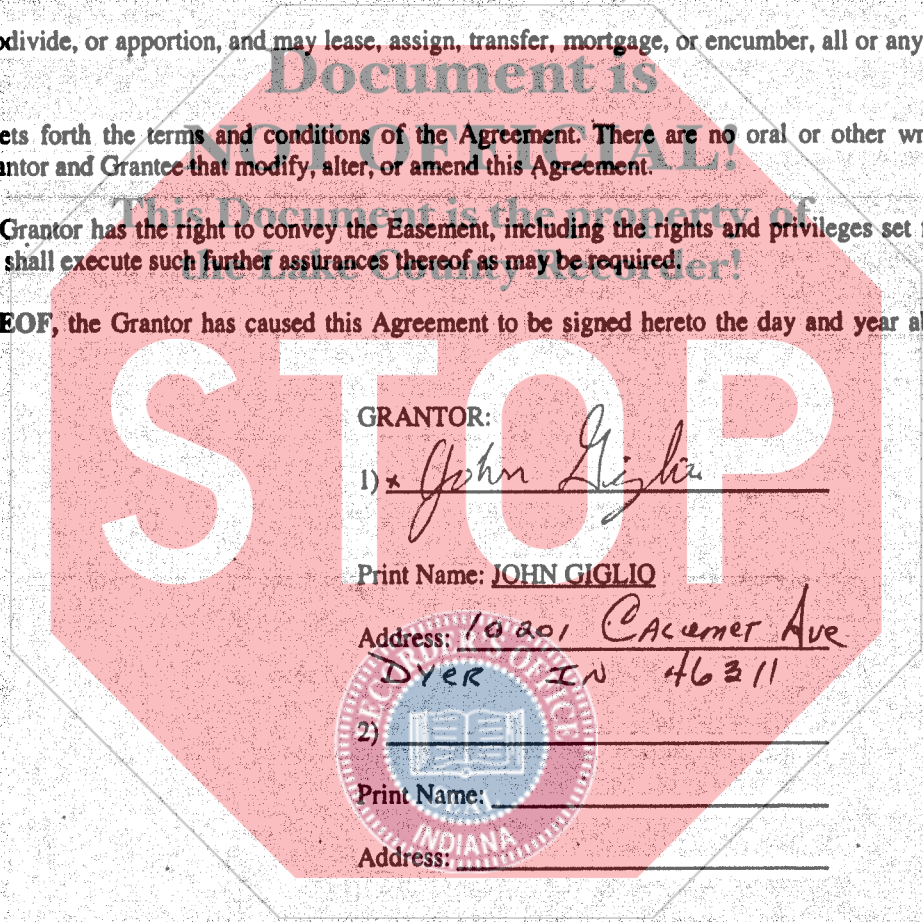
The terms and provisions of this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, personal representatives, and heirs.

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) * John Giglio

Print Name: JOHN GIGLIO

Address: 10201 Calumet Ave
DYER IN 46311

2) _____

Print Name: _____

Address: _____

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

Book: _____ Page: _____
Document No.: 97019524

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

Tract No.: IN-LA-170

EXHIBIT "A"

The South 20 acres of the Northwest Quarter of the Northwest Quarter of Section 6, Township 34 North, Range 9 West of the 2nd Principle Meridian in Lake County, Indiana.



INDIVIDUAL ACKNOWLEDGMENT

STATE OF ^{ILLINOIS} ~~INDIANA~~

COUNTY OF ^{COOK} ~~LAKE~~

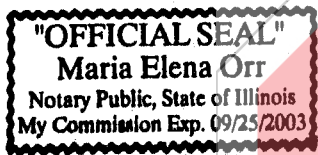
SS

On this 13th day of JANUARY, 2000, personally appeared before me

JOHN GIGLIO personally known to me or who has produced a driver's license
(name of person acknowledging) (type of identification)

as identification who acknowledged that he executed the foregoing instrument and that the same
(he/she)

is his free act and deed.
(his/her)



Maria Elena Orr
Notary Public

Name: MARIA ELENA ORR

County of Residence: Cook

Expiration of Commission: 9-25-03



INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA

COUNTY OF LAKE

SS

On this _____ day of _____, _____, personally appeared before me

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

as identification who acknowledged that _____ executed the foregoing instrument and that the same
(he/she)

is _____ free act and deed.
(his/her)

Notary Public

Name: _____

County of Residence: _____

Expiration of Commission: _____

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

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