

4

Tract No.: IN-LA-161,165

STATE OF INDIANA  
LAKE COUNTY  
FILED

2000 021755

2000 MAR 30 AM 9:00

*Judith J. Compaanuk*  
TOWN OF ST JOHN  
10955 W. 93RD AVE.  
ST. JOHN, IND. 46373

**RIGHT OF WAY AND EASEMENT AGREEMENT**  
Indiana - Corporate Grantor - ComEd ROW

THIS RIGHT OF WAY AND EASEMENT AGREEMENT is made this 29<sup>th</sup> day of March, 1999 between THE TOWN OF ST. JOHN, A MUNICIPAL CORPORATION, ("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").

**NOT OFFICIAL!**  
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 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 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 signs at property lines, fence lines, road and stream crossings) upon the Easement.

**FILED**

MAR 30 2000

PETER BENJAMIN  
LAKE COUNTY AUDITOR

02295

15  
Gm  
CASH

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.

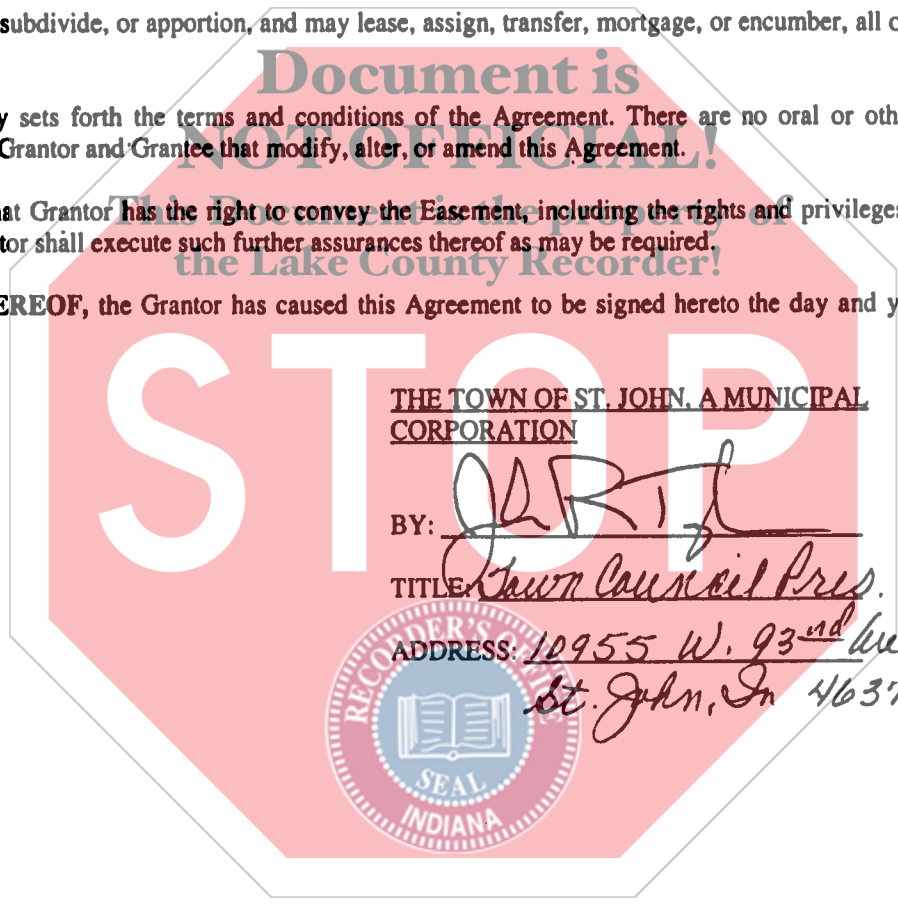
The terms and provisions of this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, personal representatives, and heirs.

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.



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

Book: \_\_\_\_\_ Page: \_\_\_\_\_  
Document No.: 052496

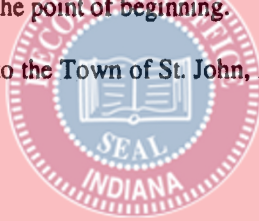
This instrument was prepared by: Lynn Conard, One Williams Center, Suite 4100, Tulsa, OK 74172

EXHIBIT "A"

That part of the Northeast Quarter of Section 5, Township 34 North, Range 9 West of the 2nd Principle Meridian described as commencing at the Northeast corner thereof; thence South 0 degrees 49 minutes 41 seconds West along the East line of said Northeast Quarter a distance of 957.30 feet to the intersection of said East line with the North line of the Chicago District Electric Generating Corporation easement, said point also being the point of beginning of this description: thence South 0 degrees 49 minutes 41 seconds West along the East line of said Northeast Quarter a distance of 503.15 feet to the intersection of said East line with the South line of the Michigan-Wisconsin Pipeline Company easement; thence South 87 degrees 06 minutes 51.4 seconds West along the South line of the Michigan-Wisconsin Pipeline Company easement a distance of 953.67 feet to a point on the centerline of West Creek (Bull Run Creek); thence North 21 degrees 31 minutes 00 seconds East along the centerline of West Creek (Bull Run Creek) a distance of 509.06 feet; thence Northeasterly along the centerline of West Creek (Bull Run Creek) a distance of 96.69 feet as measured along the arc of a curve concave to the West and having a radius of 591.27 feet to a point on the North line of the Chicago District Electric Generating Corporation Easement; thence South 88 degrees 51 minutes 10 seconds East along the North line of said Chicago District Electric Generating Corporation easement a distance of 745.21 feet to the point of beginning.

EXCEPT THEREFROM the following described parcel: Part of the Northeast Quarter of Section 5, Township 34 North, Range 9 West of the 2nd Principle Meridian, being more particularly described as: Commencing at the Northeast corner of the Northeast Quarter of said Section 5; thence along the East line of the Northeast Quarter of said Section 5, having an assumed bearing of South 00 degrees 49 minutes 41 seconds West, 1219.78 feet, to the point of beginning; thence North 89 degrees 16 minutes 33 seconds West, 548.0 feet; thence North 72 degrees 01 minute 37 seconds West, 36.44 feet; thence South 18 degrees 54 minutes 58 seconds West, 3.04 feet; thence North 71 degrees 05 minutes 02 seconds West, 104.79 feet; thence South 18 degrees 32 minutes 22 seconds West, 109.62 feet; thence North 65 degrees 50 minutes 27 seconds West, 113.62 feet; thence South 24 degrees 09 minutes 33 seconds West, 15.0 feet; thence South 65 degrees 50 minutes 27 seconds East, 115.096; thence South 18 degrees 32 minutes 22 seconds West, 28.967 feet; thence South 70 degrees 33 minutes 12 seconds East, 103.79 feet; thence North 18 degrees 54 minutes 58 seconds East, 127.66 feet; thence South 72 degrees 01 minutes 37 seconds East, 41.49 feet; thence South 89 degrees 16 minutes 33 seconds East, 552.49 feet; East along the East line of the Northeast Quarter of said Section 5, 30.00 feet; to the point of beginning.

ALSO: Lot A in Homestead Acres 13th Addition to the Town of St. John, Indiana, as shown in Plat Book 61, Page 1, in Lake County, Indiana.



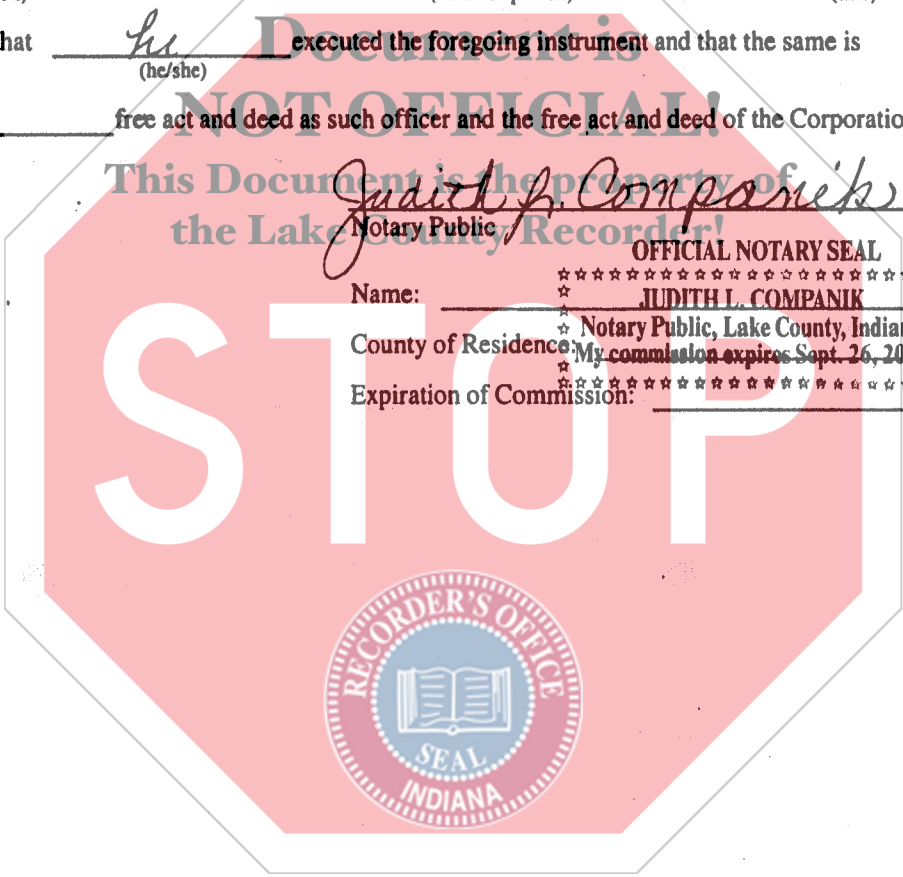
**CORPORATE ACKNOWLEDGMENT**

STATE OF INDIANA )  
 )  
 ) ss  
COUNTY OF LAKE )

On this 29<sup>th</sup> day of Dec., 1999, personally appeared before me  
Day Month Year

THE TOWN OF ST. JOHN,  
A MUNICIPAL CORPORATION by and through John R. Taylor, its Town Council Pres.  
(name of corporation) (name of person) (title)

who acknowledged that he executed the foregoing instrument and that the same is  
(he/she)  
his free act and deed as such officer and the free act and deed of the Corporation.  
(his/her)



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

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