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IN-LA-127

STATE OF INDIANA
LAKELAND COUNTY
FILED FOR RECORD

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2000 MAY 31 AM 11:11

RIGHT OF WAY AND EASEMENT AGREEMENT
Indiana - Individual Grantor RECORDER

THIS RIGHT OF WAY AND EASEMENT AGREEMENT is made this 29 day of APRIL, 2000 between JAMES F. CURTO and GAIL M. CURTO, ("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"), 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 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 incorporated by reference;

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, and the Temporary Easement shall be limited to, the area inside the existing Amoco Pipeline Company ("Amoco") easement and specifically such Grantee's Easement and Temporary Easement shall be limited to the area of the property adjacent to the western side of Amoco pipeline, as such pipeline is located as of the date of this instrument. The conduit system and/or fiber optic cables shall be located no further than twenty (20) feet west of the centerline of Amoco's pipeline as it exists on the date of this instrument. The exact location of the 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 (the "Easement Area").

Grantee shall install its communications system by means of the directional boring method.

15.00
P.P.
2031

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 cause payments on valid damage claims to be made within thirty (30) days of receipt of such claim.

Grantee will use its best efforts to refrain from using powered equipment of a loud or offensive nature within fifteen (15) feet of any residence during the initial installation, or subsequent repair, replacement or expansion, of Grantee's communications system.

Grantee agrees to provide forty-eight (48) hours advance notification to Grantor prior to Grantee beginning construction of the initial installation of the communications system across the property.

Grantee agrees to limit to a one time installation of 3 conduits.

Grantee shall place no above ground structures or improvements (except for markers to be installed at ground level 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, 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) *James J. Curto*

Print Name: JAMES F. CURTO

Address: _____

2) *Gail M. Curto*

Print Name: GAIL M. CURTO

Address: _____

Cross-reference: Recorded plat or last deed of record: # 92 014856

This instrument was prepared by: Charles T. Plake, Esq., One Williams Center, Suite 4100, Tulsa, OK 74172



Tract No.: IN-LA-127

EXHIBIT "A"

Lot 25 in Plat of Correction Green Acres Estates, as per plat thereof, recorded in Plat Book 51, page 63, in the Office of the Recorder of Lake County, Indiana.



ACKNOWLEDGMENT

STATE OF INDIANA)

COUNTY OF LAKE)^{SS}

**Document is
NOT OFFICIAL!**

Execution of the foregoing instrument was acknowledged before me this 29 day of
(date)

the Lake County Recorder!

April, 2000 by JAMES F. CURTO and GAIL M. CURTO

STOP

Norman J. Panganis
Notary Public

Printed Name: _____

County of Residence: _____

Commission Expires: _____



NORMAN J. PANGANIS
Res. of Marion Co.
Comm. Exp. 11-8-2007