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Tract No.: IN-LA-172

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MORRIS W. BENJAMIN
RECORDED

RIGHT OF WAY AND EASEMENT AGREEMENT

Indiana - Corporate Grantor - ComEd ROW

THIS RIGHT OF WAY AND EASEMENT AGREEMENT is made this 10th day of March, 2000 between CANAAN LLC, ("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~~ ^{within} 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.

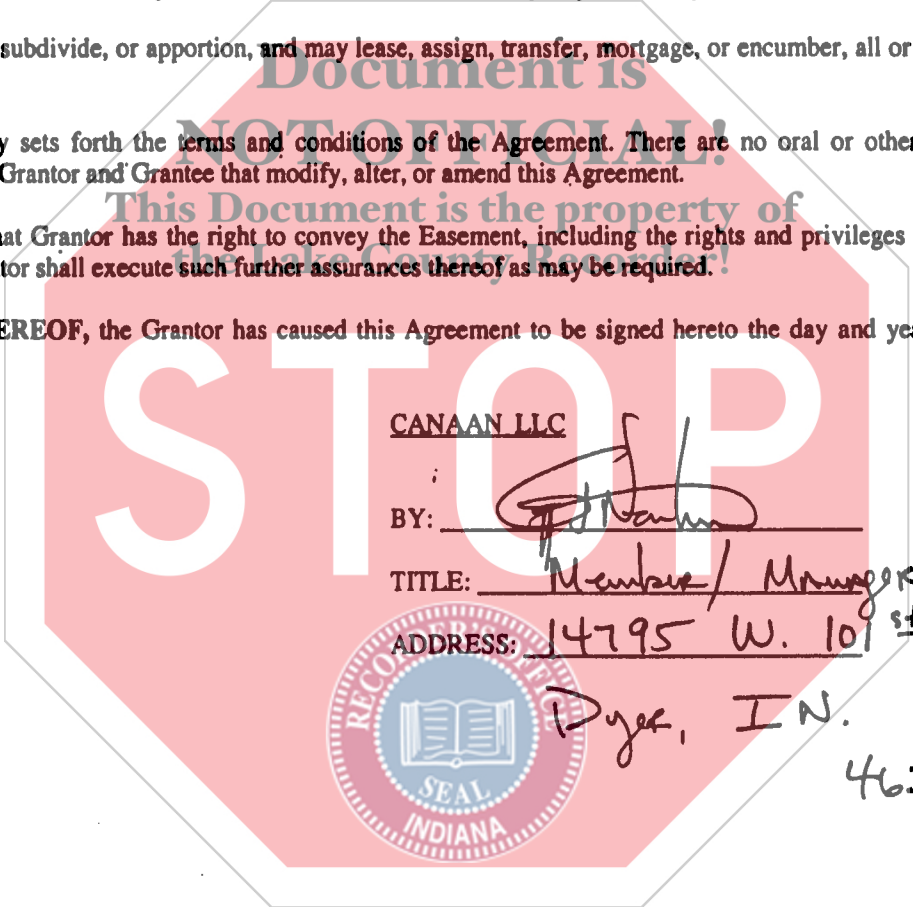
The terms and provisions of this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, personal representatives, and heirs.

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.



CANAAN LLC

BY: [Signature]

TITLE: Member / Manager

ADDRESS: 14795 W. 101st Ave

Dyer, IN.

46311

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

Book: _____ Page: _____
Document No.: 99068310

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

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EXHIBIT "A"

The Northeast Quarter of the Northeast Quarter of Section 1, Township 34 North, Range 10 West of the 2nd Principal Meridian, in Lake County, Indiana.



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CORPORATE ACKNOWLEDGMENT

STATE OF INDIANA)

COUNTY OF LAKE)

) Ss

On this 10th day of MARCH, 2008, personally appeared before me
Day Month Year

CANAAN LLC by and through Greg Newhiser, its Member/Manager
(name of corporation) (name of person) (title)

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

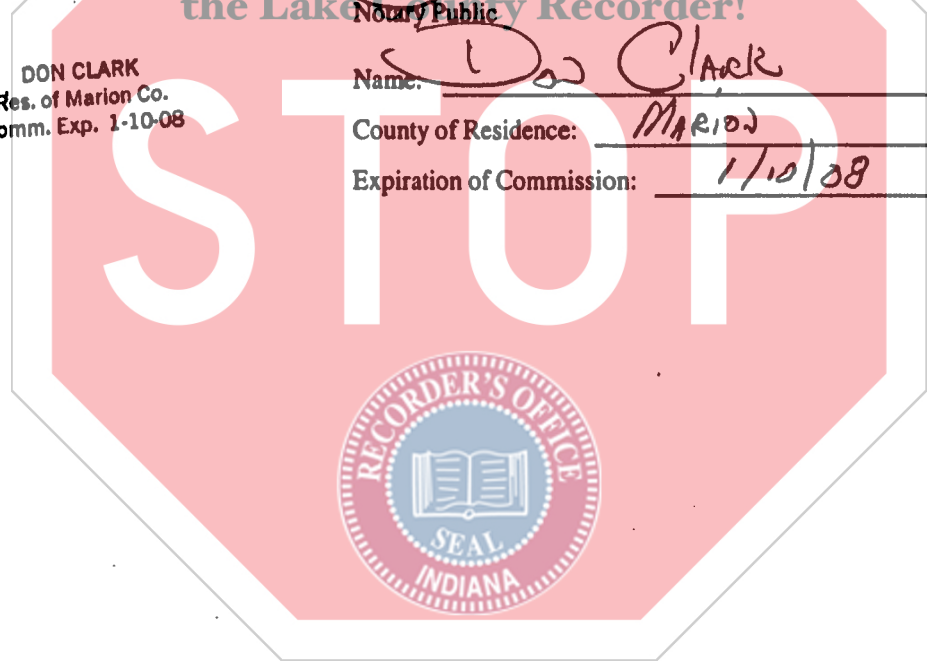
his free act and deed as such officer and the free act and deed of the Corporation.
(his/hcr)

Document is the property of the Lake County Recorder!



DON CLARK
Res. of Marion Co.
Comm. Exp. 1-10-08

Don Clark
Notary Public
Name: Don Clark
County of Residence: Marion
Expiration of Commission: 1/10/08



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

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