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2000-05-23 11:01:58
Cook County Recorder 27.50

This Instrument prepared by:

Charles T. Plake, Esq.
The Williams Companies, Inc.
One Williams Center, Suite 4100
Tulsa, OK 74172



00371882

After recording return to:

Williams Communications, Inc.
5544 St. Charles Road
Suite 203
Berkeley, IL 60163

Tract No.: IL-CO-044

RIGHT OF WAY AND EASEMENT AGREEMENT

Illinois - Individual Grantor - Highway (One Side)

THIS RIGHT OF WAY AND EASEMENT AGREEMENT is made this 29 day of APRIL, 2000, between William G. Carroll and Kathleen J. Carroll, ("Grantor") and Williams Communications, Inc., a Delaware corporation, operating as a communications common carrier and telephone public utility, whose mailing address is P. O. Box 22064, Tulsa, Oklahoma 74121, 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 (i) represents that it is the owner of the property legally described in "Exhibit A", attached hereto and make a part hereof (the "Property") and (ii) hereby grants and warrants unto Grantee, its successors and assigns, to the extent of Grantor's interest in and to the Easement Area (as hereinafter defined), if any, the perpetual right, privilege, and easement of right of way (hereinafter, together with the rights and privileges herein granted, the "Easement"), upon, over, under and across the portion of the road or right of way commonly known as Illinois Highway 394, as such road or right of way abuts the Property (the "Easement Area") 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") 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 within the Easement Area on the Eastern side of what is the currently existing and commonly accepted road right of way for Illinois Highway 394 (Calumet Expressway). The centerline of the Easement and the Temporary Easement conveyed by this instrument shall be located at Eight (8) feet West of the outside Eastern boundary of the right of way line of Illinois Highway 394, and shall extend for Five (5) feet on each side of the centerline.

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.

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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, 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)

William G. Carroll
William G. Carroll

2)

Kathleen J. Carroll
Kathleen J. Carroll

Address:

19800 Sting Island
Chicago Heights, IL 60411-8671

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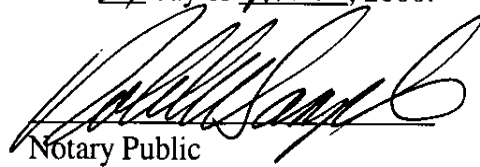
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ACKNOWLEDGMENT - INDIVIDUAL GRANTOR

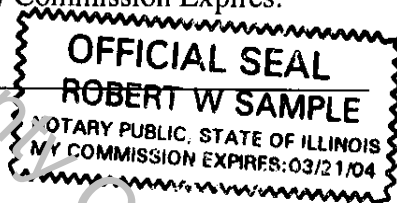
STATE OF ILLINOIS)
)
COUNTY OF DuPage) SS:

I, the undersigned, a notary public in and for the State and County aforesaid, certify that WILLIAM G CARROLL and KATHLEEN J. CARROLL, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 29 day of APRIL, 2000.


Notary Public

My Commission Expires:



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Tract No.: IL-CO-044

EXHIBIT "A"

The South 8 acres of the North 32 acres of the Southeast Quarter of the Northeast Quarter of Section 11, Township 35 North, Range 14, East of the Third Principal Meridian, (except from said tract the West 275 feet thereof), in Cook County, Illinois.

PIN# 32-11-203-008

Property of Cook County Clerk's Office

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