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Whiteco Metro Com.
1770 W 41st Ave
Gary, IN 46408 F34-1 101
attn Wm. Schmelter

EASEMENT FOR OVERHEAD POWER LINE

THE STATE OF INDIANA)
COUNTY OF LAKE)

KNOW ALL MEN BY THESE PRESENTS:

ROBERT (DOB) FREELAND
RECORDER

MAR 2 1 27 PM 1992

STATE OF INDIANA, S.S. NO.
LAKE COUNTY
FILED FOR RECORD

That ARCO Pipe Line Company, a Delaware corporation (formerly Sinclair Pipe Line Company and hereinafter called "Grantor"), for and in consideration of the sum of Seven Hundred and No/100 Dollars (\$700.00), the receipt of which is hereby acknowledged, and the further consideration of terms and conditions to be kept, observed and performed as hereinafter set forth, by Whiteco Metrocom, an Indiana corporation (hereinafter called "Grantee"), has granted, sold and conveyed and does by these presents grant, sell, and convey unto Grantee a limited easement to install, maintain, operate, repair, renew and replace one overhead electrical power line (hereinafter called the "Power Line") in, upon, along and through a 10-foot wide strip of land (hereinafter called the "Easement Strip") being a part of Grantor's one-acre tract of land located in the East Half of the Northeast Quarter of Section 10, Township 35 North, Range 8 West of the 2nd Principal Meridian, Lake County, Indiana, said one-acre tract being further described in a certain Deed with an effective date of December 31, 1950 from Sinclair Refining Company, a Maine corporation, to Sinclair Pipe Line Company, a Delaware corporation, which Deed was filed for record on January 15, 1951 and recorded in Book 879 at Page 367 of the Lake County Recorder's Office. The centerline of the 10-foot wide Easement Strip is described as follows:

Beginning at a point on the North line of the Southeast Quarter of said Section 10, said point being located 1,617.21 feet East of the Northwest corner thereof;

THENCE North 00° 06' 04" E a distance of 33 feet to the Point of Termination.

This grant is made without warranty of title, either express or implied.

TO HAVE AND TO HOLD this easement unto Grantee, its successors, assigns, subject, however, to the conditions, covenants and agreements to be kept, observed and performed by Grantee as follows:

1. Grantee shall install and maintain the Power Line in such a manner to provide a minimum clearance, at all times, of 40.0' between the lowest point of the Power Line and the surface of the ground within the Easement Strip. Grantee shall not install any poles or other surface structures appurtenant to the Power Line within any portion of the Easement Strip or upon Grantor's abutting property. No permanent structures of any kind shall be buried or placed on the surface of Grantor's property by Grantee.

2. In the construction, maintenance, operation, repair, renewal, or replacement of Grantee's Power Line, Grantee may utilize so much of Grantor's property as reasonably necessary; provided, however, that Grantee shall not interfere unreasonably with the rights of Grantor in and to the use of Grantor's property. Grantee when engaged in such work shall have the right of ingress and egress to the Easement Strip.

3. Grantee shall exercise the rights herein granted in a manner that will not interfere with the operation or maintenance of Grantor's pipelines and Grantor hereby reserves to itself, its successors and assigns, all rights necessary for its pipeline operations including, but not limited to, the right to construct, relocate, operate, maintain and remove any or all of Grantor's existing or future pipelines and to grant easements to others for like or different uses. Grantor shall not be responsible to Grantee for any damage to the Power



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Robert M. Freeland
Recorder and County

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Line caused by or arising from the reservations contained herein, except in the event such damage to the Power Line is caused by the sole negligence of Grantor.

4. The rights herein granted are subject to all easements and rights-of-way heretofore granted or now existing, whether recorded or unrecorded, which affect the above-described property. Without limiting the generality of the foregoing, this easement is executed by Grantor subject to the terms and conditions herein stated, as well as to the terms and conditions which may be required by the owners of said easements and rights-of-way.

5. Grantee shall pay for any and all damages to Grantor's facilities and shall hold Grantor harmless from and against any and all loss or liability of any nature (including legal fees and expenses) resulting from injury to or death of any person or persons or damage to property of any person, firm or corporation, including Grantor, or fines levied by governmental entities, where such loss, liability, injury, death, damage or fine results from Grantee's use of any portion of the easement area; provided, however, that Grantee shall not be held responsible for damage caused by acts of nature.

6. Grantee shall give Grantor at least 48 hours' notice prior to actual commencement of any construction on said land by contacting Grantor's representative at telephone number (815) 448-2491 or by written notification addressed to ARCO Pipe Line Company, Route 1, Box 25, Mazon, Illinois 60444.

7. This right-of-way and easement is subject to each and all of the terms, conditions and limitations above set forth and to other interests in the subject property, whether or not same have been recorded and the rights granted by this Easement shall be exercised so as to avoid unreasonable interference with any prior rights, easements, leases or other interests.

EXECUTED this 13 day of February, 1992

Attest:

ARCO Pipe Line Company

Carol A. Staton
Carol A. Staton
Assistant Secretary



By Norman R. Bennett
Norman R. Bennett
Vice President
Grantor

Attest:

Whiteco Metrocom

Bruce Eddy
Name:
Title:

By John R. Ayers
John R. Ayers
Vice President

- Grantee

STATE OF KANSAS)
) SS
COUNTY OF MONTGOMERY)

Before me, Victoria V. Hernandez, a Notary Public, this 20 day of February, 1999, personally appeared ARCO Pipe Line Company, by Norman R. Bennett and Carol A. Staton, its Vice President and Assistant Secretary respectively, and acknowledged the execution of the foregoing instrument.

In witness whereof, I have hereunto set my hand and fixed my seal the date and year above written.

Victoria V. Hernandez
Notary Public, Montgomery
County, Kansas
(Victoria V. Hernandez)

My commission expires:
3-25-94

STATE OF
COUNTY OF

Before me, William Woodbury, a Notary Public, this 13 day of February, 1997, personally appeared Whiteco Metrocom by John R. Ayers and its Vice President and Operations Mgr Secretary respectively, and acknowledged the execution of the foregoing instrument.

In witness whereof, I have hereunto set my hand and fixed my seal the date and year above written.



William Woodbury
Notary Public, Lake
County

My commission expires:
4/1/93

This instrument was prepared by Mark A. Plake, ARCO Pipe Line Company, ARCO Building, Independence, Kansas.

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