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REC'D IN THE OFFICE OF THE CLERK

Tract No.: IN-LA-123

**RIGHT OF WAY AND EASEMENT AGREEMENT**

THIS RIGHT OF WAY AND EASEMENT AGREEMENT ("Agreement") is made this 10<sup>th</sup> day of June, 2000, between Dawn Hartline, ("Grantor") and Williams Communications, Inc., a Delaware Corporation operating as a specialized 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 of which is hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee, its successors and assigns, the perpetual easement and 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, install, test, maintain, inspect, operate, protect, repair, upgrade, replace, abandon and remove underground communication 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 communication (including, without limitation, pipeline data) for and by others upon and along a route or routes on, in, over, 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 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) and together with a temporary easement to provide work space along and adjacent to the Easement as may be deemed necessary by Grantee.

*DH*

**FILED**

JUN 7 2000

**PETER BENJAMIN  
LAKE COUNTY AUDITOR**

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2079*

SS  
DH

The communication system(s) shall be installed across the Property within, and the Temporary Easement shall be limited to, the area inside the existing Amoco Pipe Line Company pipeline easement. The approximate location of the Easement conveyed by this instrument shall generally be ~~twenty~~ <sup>172.0920</sup> feet southwesterly of and parallel to the pipeline as it exists as of the date of this Easement Agreement, its exact location to be determined by the installation of Grantee's communications system(s), and the Easement shall extend for five 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 condition, 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 crop, 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, and road and stream crossings) upon the Easement.

Grantee agrees to comply with all State and Federal laws relating to the exercise of the 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 by Grantee, its agents or subcontractors, of said easement facilities, including, but not limited to, injuries to or deaths of persons or animals, court costs and reasonable attorney's 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 work space easement for the purposes stated herein.

No rights reserved to Grantor herein shall be deemed to expand rights reserved to Grantor under any other easement. No limitation herein on the rights of Grantee shall be deemed to limit rights heretofore granted by Grantor or its predecessors in interest under any other easement.

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.

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.

ALSO SEE EXHIBIT "B" AND CENTERLINE DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

TO HAVE AND TO HOLD the Easement, temporary work space easement, rights and privileges unto Grantee, its successors and assigns forever, and Grantor hereby binds Grantor, Grantor's heirs, executors, administrators, successors, and assigns to warrant and forever defend all and singular the Easement, temporary work space easement, and the property, rights, privileges, and interests above-described, unto Grantee, its successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

Document is  
**NOT OFFICIAL!**

This Document is the property of  
the Lake County Recorder!

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be signed hereto the day and year above written.

GRANTOR:

1) Dawn Hartline  
Dawn Hartline

Address: 6720 W. 109th Ave  
CROWN POINT, IN 46307

2) \_\_\_\_\_  
Print Name: DAWN HARTLINE

Address: 6720 W. 109th Ave  
CROWN POINT, IN 46307



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

Book: \_\_\_\_\_ Page: \_\_\_\_\_

Document No.: 99070783

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

EXHIBIT "A"

Part of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of Section 2, Township 34 North, Range 9 West of the 2nd Principal Meridian, Lake County, Indiana, described as follows: Commencing at the Southeast corner of said Section 2, thence West along the South line of said section a distance of 1225.46 feet to the point of beginning; thence continuing West along the South line of said section a distance of 100.00 feet to a point; thence with an interior angle of  $90^{\circ} 42' 45''$  Northerly along the West line of the Southeast Quarter of the Southeast Quarter of said section, a distance of 325.76 feet to a point on the center line of Lateral No. 9 Beaver Dam Ditch; thence with an interior angle of  $81^{\circ} 53' 47''$  Southeasterly along the center line of said Lateral No. 9, a distance of 101.00 feet, to a point; thence with an interior angle of  $98^{\circ} 06' 13''$  Southerly and parallel with the West line of the Southeast Quarter of the Southeast Quarter of said Section 2, a distance of 311.35 feet to the point of beginning, except the road right-of-way of State Road #8.

ALSO part of the Southeast Quarter of the Southeast Quarter of Section 2, Township 34 North, Range 9 West of the 2nd Principal Meridian, Lake County, Indiana, described as follows: Commencing at a point on the South line of said quarter quarter section which is 100 feet East of the Southwest corner thereof; thence North parallel to the West line of said quarter quarter section to the center line of Lateral No. 9, Beaver Dam Ditch; thence with an interior angle of 81 degrees 53 minutes 47 seconds Southeasterly along the centerline of Lateral No. 9 a distance of 203.34 feet; thence with an exterior angle of 134 degrees 00 minutes 37 seconds along the centerline of Lateral No. 9 a distance of 43.09 feet; thence South parallel with the West line of said quarter quarter section a distance of 313.48 feet to the South line of said quarter quarter section; thence West along said South line a distance of 235.32 feet to the place of beginning, excepting therefrom the right-of-way of State Road No. 8, excepting therefrom the Easterly 205 feet, in Lake County, Indiana.



**EXHIBIT "B"**

Grantee's telecommunication system will be located 10 feet southwesterly and parallel to the existing Amoco pipeline location at the date of execution of this easement.

Grantee agrees to install the telecommunications system at a minimum depth of 48 inches.

Unless otherwise specified within this Agreement, no above ground appurtenances (other than warning signs or markers placed at property boundaries and fence lines) will be constructed in the Easement area - specifically no splice boxes.

All drainage tiles or field tiles damaged by construction will be restored, as nearly as practicable, to as good or better condition as existed immediately prior to construction.

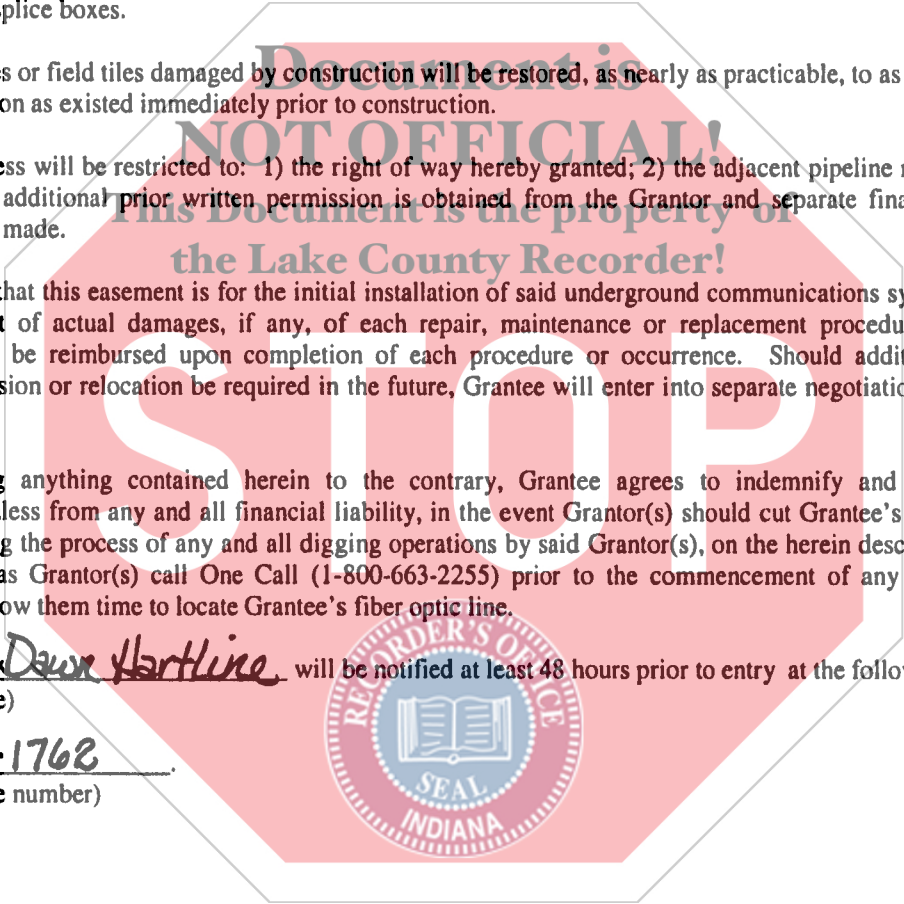
Ingress and egress will be restricted to: 1) the right of way hereby granted; 2) the adjacent pipeline rights of way; unless additional prior written permission is obtained from the Grantor and separate financial consideration is made.

Grantee agrees that this easement is for the initial installation of said underground communications system only. The cost of actual damages, if any, of each repair, maintenance or replacement procedure or occurrence will be reimbursed upon completion of each procedure or occurrence. Should additional facilities, expansion or relocation be required in the future, Grantee will enter into separate negotiations at that time.

Notwithstanding anything contained herein to the contrary, Grantee agrees to indemnify and hold Grantor(s) harmless from any and all financial liability, in the event Grantor(s) should cut Grantee's fiber optic line, during the process of any and all digging operations by said Grantor(s), on the herein described lands, as long as Grantor(s) call One Call (1-800-663-2255) prior to the commencement of any such operations to allow them time to locate Grantee's fiber optic line.

Jerry or Dawn Hartline will be notified at least 48 hours prior to entry at the following  
(name)

219-662-1762  
(telephone number)



Tract No. IN-LA-123

**Centerline Description  
Crossing the property of  
Dawn Hartline**

A ten foot (10') wide Permanent Easement and Right-of-Way crossing part of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of Section 2, Township 34 North, Range 9 West, situated in Center Township, Lake County, Indiana and being part of that certain tract or parcel of land being more particularly described in a certain Warranty Deed from Nellie Johnson to Dawn Hartline and recorded as Instrument Number 99070783, in the Office of the Recorder of Lake County, Indiana. Said ten foot (10') Easement strip lying five feet (5') on each side of the following described centerline:

Commencing at a steel pipe found on the north Right-of-Way line of State Road Number 8, said steel pipe being N 89°10'07" W 1195.14 feet and N 00°00'00" E 50.01 feet from the southeast corner of the Southeast Quarter; Thence N 00°00'00" E 60.23 feet to a point on the east line of said tract of land, said point being 10.0 feet southwesterly of (as measured perpendicular to) an existing pipeline, said point also being the **POINT OF BEGINNING**;

THENCE N 17°02'50" W 204.17 feet to the **POINT OF EXIT** of the described centerline on the north line of said tract of land, said point being on the centerline of Lateral Number 9 Beaver Dam Ditch, said point also being 10.0 feet southwesterly of, (as measured perpendicular to), said pipeline. Said point also being N 81°55'18" W 60.45 feet from the northeast corner of said tract of land. The Permanent Easement and Right-of-Way contains 0.047 acres of land.

Together with a ten foot (10') wide Temporary Work Space Easement being immediately adjacent and parallel to each side of the above described Permanent Easement and Right-of-Way. Said Temporary Work Space Easement contains 0.094 acres of land.

It is intended that the sidelines of said strips of land shall be shortened or extended to terminate at the easterly line and the northerly line of said tract of land.

Basis of bearings is a bearing of N 00°00'00" E assumed along the east line of the aforementioned tract of land.



Certified this 9th day of June, 2000

A handwritten signature in black ink, appearing to read "Vincent J. Barr", written over a horizontal line.

Vincent J. Barr, L.S.  
Registered Land Surveyor No. 9700015  
State of Indiana

INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA )  
 )  
COUNTY OF LAKE ) ss

On this 10<sup>th</sup> day of JUNE, 2000, personally appeared before me  
Day Month Year

Dawn Hartline personally known to me or who has produced \_\_\_\_\_  
(name of person acknowledging) (type of identification)

as identification who acknowledged that SHE executed the foregoing instrument and that the same  
(he/she)

is HER free act and deed.  
(his/her)

**NOTARY PUBLIC**  
**Gregory Gene Barby**  
**County of Lake, State of Indiana**  
**My Commission Expires 08-19-07**

Gregory Gene Barby  
Notary Public

Name: GREGORY GENE BARBY

County of Residence: LAKE

Expiration of Commission: 08-19-07

INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA )  
 )  
COUNTY OF LAKE ) ss

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared before me  
Day Month Year

\_\_\_\_\_ personally known to me or who has produced \_\_\_\_\_  
(name of person acknowledging) (type of identification)

as identification who acknowledged that \_\_\_\_\_ executed the foregoing instrument and that the same  
(he/she)

is \_\_\_\_\_ free act and deed.  
(his/her)

\_\_\_\_\_  
Notary Public

Name: \_\_\_\_\_

County of Residence: \_\_\_\_\_

Expiration of Commission: \_\_\_\_\_

