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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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2000 AUG 29 AM 9:30

AUG 29 2000

NOTES W. CENTER

PETER BENJAMIN
LAKE COUNTY AUDITOR

Tract No.: IN-LA-118.1

RIGHT OF WAY AND EASEMENT AGREEMENT

THIS RIGHT OF WAY AND EASEMENT AGREEMENT ("Agreement") is made this 1st day of August, 2000, between Leslie O. Fleming and Mary M. Fleming, ("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 (\$10⁰⁰/₁₀₀) and other good and 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.

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

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easement. The approximate location of the Easement conveyed by this instrument shall generally be twenty (20) 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. The consideration paid by Grantee to Grantor in exchange for this easement represents payment for both the permanent and temporary easements and advance payment of damages for the initial installation of Grantee's telecommunications system. By executing these documents, Grantor acknowledges that this payment includes any monies due tenants, if any, and Grantor is responsible for reimbursement of damages to tenants.

Neither Grantor nor Grantee shall place permanent 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.

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.

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

GRANTOR:

1) Leslie O. Fleming

Print Name: Leslie O. Fleming

Address: 10920 FATHKE RD
CROWN POINT, IN 46307

2) Mary M. Fleming

Print Name: Mary M. Fleming

Address: 10920 FATHKE
CROWN POINT, IN 46307

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

Book: _____ Page: _____

Document No.: 721854

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



EXHIBIT "A"

A part of the east half of the northeast quarter of Section 11, Township 34 North, Range 9 West of the 2nd P.M., described as follows: Commencing at a point on the north line of said Section 11, that is 999.60 feet west of the northeast corner of said Section 11; thence south perpendicular to said north line 248.13 feet to the point of beginning; thence continue south perpendicular to said north line, 187.00 feet; thence northwesterly with an angle of 76 degrees 30 minutes, measured from north to west from last described line, a distance of 54.98 feet; thence north perpendicular to said north line, 173.45 feet; thence east parallel to said north line, 53.47 feet to the point of beginning, containing 0.221 acres, more or less in Lake County, Indiana.



INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA)

COUNTY OF LAKE)

SS

On this 1st day of August, 2000, personally appeared before me

Leslie O. Fleming personally known to me or who has produced _____
(name of person acknowledging) (type of identification)

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

is His 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 1st day of August, 2000, personally appeared before me

Mary M. Fleming 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