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Return to: Herman Barber  
101 N. Main St  
Crown Pt., Ind.

9-300-1

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RIGHT OF WAY AMENDMENT AGREEMENT

This Agreement, made and entered into this 10th day of March, 1969, between PYROFAX GAS CORPORATION, a Delaware corporation having its principal place of business at 921 Main at McKinney, Houston 77001 (hereinafter called "PYROFAX"), and BUCKEYE PIPE LINE COMPANY, an Ohio corporation having an office at 3201 West Elm Street, Lima, Ohio (hereinafter called "BUCKEYE"),

WITNESSETH:

WHEREAS, by an instrument dated June 22, 1891 as recorded on October 10, 1891 in Miscellaneous Record 10, Page 15, in the Office of the Recorder of Lake County, Indiana, Henry C. Carter granted unto the Indiana Pipe Line Company, a right of way and easement to lay, maintain and operate pipe lines over and through lands in Center Township, Lake County, Indiana, described as being the south half of Sec. 4, T34N R8W, which said right of way and easement later became the property of The Buckeye Pipe Line Company as the result of an Agreement of Merger entered into by and between the Indiana Pipe Line Company and The Buckeye Pipe Line Company dated November 10, 1942 and recorded January 8, 1943 in Miscellaneous Record 314, Page 549, Lake County, Indiana Records. Said right of way and easement was further assigned to Buckeye herein under the terms of a corporate re-organization, and

WHEREAS, Pyrofax has purchased a 3.61 acre tract of land located in Lake County, Indiana which is a part of the lands covered by said right of way grant, which tract is described as follows, to-wit:

The East 175 feet of the West 1313.25 feet of the part of the Northwest Quarter of the Southwest Quarter of Section 4, Township 34 North, Range 8 West of the second Principal Meridian, lying North of the Chicago and Erie Railroad, and containing 3.61 acres, more or less, and

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*Bart J. ...*  
AUDITOR LAKE COUNTY

WHEREAS, Pyrofax intends to construct an LP-Gas (propane) bulk storage and distribution plant facility upon the above-described real property purchased by Pyrofax, and may desire to construct a railroad siding or sidings and other related structures upon said land

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rights will be borne entirely by Pyrofax.

(4) Pyrofax shall have the right to require the relocation of such pipe line or pipe lines as are constructed by Buckeye pursuant to its right of way grant, such relocation to be performed by Buckeye but at the sole expense of Pyrofax and which will be furnished by Pyrofax. Any such relocation of pipe line or pipe lines as are constructed by Buckeye shall be subject to all of the terms and conditions of this instrument and of Buckeye's right of way grant.

(5) Buckeye reserves and Pyrofax agrees to provide reasonable access to Buckeye for the purpose of ingress and egress to its right of way.

(6) Nothing contained in this Agreement shall in any way alter, modify, change or disturb the rights of Buckeye as originally conveyed by the said grant dated June 22, 1891 and recorded as hereinbefore set forth in and to the remainder of the property covered by said grant and included in the strip excepted and reserved as hereinabove provided.

(7) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of all the parties, including any person claiming under or through Pyrofax, or at any time owning, occupying or using said premises, or any part thereof, including the lands hereby otherwise released.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers on the day and year first above written.

PYROFAX GAS CORPORATION

BY: E. P. Higgins Vice President

ATTEST: [Signature]  
Assistant Secretary

BUCKEYE PIPE LINE COMPANY

BY: M. S. Williams V. President & Gen. Manager

ATTEST: [Signature]  
Assistant Secretary



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and portions of the right of way and easement owned by Buckeye, and Pyrofax has requested Buckeye to restrict its right of way to a width of twenty feet (20') through said 3.61 acre tract.

NOW, ~~THEREFORE~~, in consideration of the sum of Ten and no/100 Dollars (\$10.00), and other good and valuable considerations paid by Pyrofax to Buckeye, the receipt and sufficiency of which is hereby expressly acknowledged and confessed, the parties mutually agree that said right of way grant shall be amended as follows:

(1) All of the rights, titles and privileges of Buckeye now owned by it under and by virtue of the above-described right of way grant are hereby restricted to an easement and right of way twenty feet (20') in width through that portion and only that portion of Buckeye's right of way which is within Pyrofax's said 3.61 acre tract, measured as follows:

An area being bounded on the North by a line which is parallel with and at a distance of twenty feet (20') from the South boundary of the following-described real estate:

The East 175 feet of the West 1313.25 feet of the part of the Northwest Quarter of the Southwest Quarter of Section 4, Township 34 North, Range 8 West of the second Principal Meridian lying North of the Chicago and Erie Railroad, and containing 3.61 acres of land, more or less.

(2) Buckeye's use of the right of way as herein limited and defined shall be confined to the land above-described; provided that during periods of maintenance or construction, Buckeye may have the full use of an additional strip of land thirty feet (30') in width lying to the North of, adjacent to, and parallel with the above-described right of way.

(3) Pyrofax may fully use and enjoy all of its land and premises except for the limited purposes granted to Buckeye by said right of way grant as herein limited and re-defined, provided that Pyrofax may build railroad siding or sidings, sidetracks and other related facilities, fences and roads in, over, upon and across the above-described right of way, and the reasonable expense of any special protection of Buckeye's pipe line required by virtue of Pyrofax exercising such

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STATE OF TEXAS,  
COUNTY OF HARRIS

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Before me, a Notary Public in and for said County and State, personally appeared E. R. Biggins and J. R. Panetta, the Vice President and Asst. Secretary respectively of Pyrofax Gas Corporation, who acknowledged execution of the foregoing Agreement for and on behalf of said Pyrofax Gas Corporation, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 10th day of March, 1969.

My Commission Expires: CAROL VIRGINIA EVANS  
Notary Public in and for Harris County, Texas  
My Commission Expires June 1, 1969



Carol Virginia Evans  
Notary Public

STATE OF INDIANA, S. NO  
LAKE COUNTY  
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ANDREW J. MICEK  
RECORDER

STATE OF OHIO,  
COUNTY OF ALLEN, SS:

Before me, a Notary Public in and for said County and State, personally appeared M. S. Williams and R. W. Maurer, the Vice President & General Manager and Assistant Secretary, respectively of Buckeye Pipe Line Company; who acknowledged execution of the foregoing Agreement for and on behalf of said Buckeye Pipe Line Company and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 1st day of March, 1969.

My Commission Expires: 3/29/70

Anna Marie Brooks  
Notary Public

ANNA MARIE BROOKS  
Notary Public, Allen County, Ohio  
My commission expires March 29, 1970

This instrument prepared by: Herman Barber, Attorney at Law