

Arco Pipe Line Co.  
Arco Bldg.  
Independence, Mo.

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657033

LL 5701-4  
Hartsdale-Ind./  
Ill. State Line 8"  
Loc. 50-5701

AMENDMENT OF RIGHT OF WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, ARCO Pipe Line Company, a Delaware corporation whose mailing address is ARCO Building, Independence, Kansas 67301, hereinafter called "APL", is the present owner of a Right of Way Easement dated October 21, 1927 which Magdalena Govert and Edward Govert, her husband, made, executed and delivered to The Prairie Pipe Line Company, a Kansas corporation, its successors and assigns, covering the following described lands in Lake County, State of Indiana, to wit:

Lands Owned By Us, Same being part of the NW $\frac{1}{4}$ - of the SE $\frac{1}{4}$ - Lying North of the Michigan Central Railroad All in Section 12- Twp., 35 North Range 10 West Lake County Indiana. All lines of pipe laid under this grant shall be located upon a strip of ground not exceeding twenty five (25) feet in width. The said twenty five foot strip of ground begins at East side of the above described property, thence West North of, parallel and adjacent to the North boundary line of the Michigan Central Railroad Right of Way to a point near the East bank of Plumb Creek which runs through said property, thence Northwesterly to a certain private road running East and West through said premises, thence Westerly to the West boundary line of said described property,

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
JAN 21 1 33 PM '82  
WILLIAM BIELSKI JR  
RECORDER

which Right of Way Easement was filed for record in Lake County, Indiana in Book 177 at Page 17; and

WHEREAS, Nicholas J. Petsas and Christine A. Petsas, his wife, hereinafter called "Landowner" (whether one or more), represents and warrants that he is the present owner of the following described tract(s) of land, all of which or a portion of which is subject to the above-described Right of Way Easement:

14-104-124

Part of Outlot "A", SUBURBAN TERRACE ADDITION to the Town of Dyer, Lake County, Indiana, more particularly described as: Commencing at the Northwest corner of said Outlot; thence East on the North line of said Outlot a distance of 85.0 feet; thence South perpendicular to said North line a distance of 214.50 feet to the South line of said Outlot; thence West on the South line a distance of 40.42 feet to the Southwest corner of said Outlot; thence Northerly on the Westerly line of said Outlot a distance of 215.8 feet to the place of beginning,

hereinafter called "Owner's Land", whether one or more tracts; and

WHEREAS, Landowner has requested that APL amend said Right of Way Easement insofar and only insofar as it affects the Owner's Land on which the existing pipeline or pipelines

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JAN 20 1982

James O. Thayer  
AUDITOR LAKE COUNTY

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have heretofore been constructed, including, without limitation, above-ground valves, cathodic protection equipment and other appurtenances, if any, and APL is willing to do so subject to the terms and conditions set forth below.

NOW, THEREFORE, in reliance on the aforesaid representation and warranty of ownership and in consideration of the premises and the mutual covenants herein contained, the parties agree to amend said Right of Way Easement insofar as said Right of Way Easement affects the Owner's Land in the following particulars:

1. Effective as of the date hereof, all pipelines and, without limitation, above-ground valves, cathodic protection equipment and other appurtenances of APL heretofore or hereafter constructed on the Owner's Land, by authority of the above-described Right of Way Easement or this instrument shall be confined within a 25-foot wide strip of land more particularly described as follows:

Being a 25 foot wide easement lying 12.5 feet on each side of the following described centerline: Beginning at a point on the Easterly right-of-way line of the Monom Railroad and 0.87 feet North of the Northwest corner of Outlot "A" in Suburban Terrace Addition to the Town of Dyer, as recorded in Plat Book 31, page 94 in the Office of the Recorder of Lake County, Indiana; thence Easterly on a line parallel to and 0.87 feet North of the North line of said Outlot "A", a distance of 19.58 feet; thence bearing South 49° 15' 47" East from the last described line, a distance of 86.57 feet to a point lying 85.0 feet East of and 55.63 feet South of the Northwest corner of said Outlot "A" and being the point of termination of said easement centerline, excepting that part lying North of the South right-of-way line of 60 foot wide Edmond Drive, all in the Town of Dyer, Lake County, Indiana,

hereinafter called "Defined Easement".

2. For and in consideration of the benefits derived herefrom, APL, its successors and assigns shall hereafter have and it is hereby granted by Landowner:

A. The right of way and easement from time to time to lay, construct, maintain, operate, replace, change the size of and remove any or all of APL's pipelines, above-ground valves, cathodic protection equipment and other appurtenances, if any, installed at their present location on, above, over, under and through said Defined Easement; and

B. The right of way and easement from time to time to lay, construct, maintain, operate, replace, change the size of and remove additional pipelines on, over, under and through said Defined Easement for the transportation of liquids and/or gases which can be transported through a pipeline;

together with the right of ingress and egress across Owner's Land for all purposes incident to the exercise of the aforesaid rights and the right to place on the Owner's Land incidental equipment to facilitate use of said pipelines and appurtenances. No additional compensation shall be payable

to Landowner for the aforesaid rights or any damage resulting to the property of Landowner, his successors or assigns, except where expressly provided for in the above described Right of Way Easement; provided, however, APL shall have the right to keep the Defined Easement clear of trees, undergrowth, brush, ornamental or other vegetation.

3. Except as hereinafter specifically permitted, it is further understood and agreed that Landowner shall not erect, construct or create any building, house, improvement, structure or obstruction of any kind either on, above or below the surface of the ground on the Defined Easement, or change the grade thereof, or cause or permit such construction work or said acts to be done by others, without the express written permission of APL. The Landowner shall indemnify and save harmless APL, its successors and assigns, from all cost, loss, damage, expense or claim of any kind or nature arising from any acts of Landowner hereafter expressly permitted by APL in writing, or from the existence of any such construction work permitted hereunder.

4. APL hereby consents and agrees, insofar as it has the lawful right to do so, to the construction by Landowner of sewer, water, gas distribution or telephone lines across, approximately at right angles to, but not longitudinally within the Defined Easement; provided that such lines shall pass under APL's pipelines, as they exist, in a manner to provide a minimum clearance of one (1) foot between the bottom of APL's pipelines and the top of such lines; further provided that such lines permitted herein shall maintain said depth across the entire width of the Defined Easement; further provided that the plans for such lines be presented to APL for review not less than 60 days prior to commencing such construction work.

5. APL further consents and agrees, insofar as it has the lawful right to do so, to the construction by Landowner of asphaltic driveways, roadways or streets across, approximately at right angles to, but not longitudinally within the Defined Easement; provided that if, in APL's opinion, any such construction necessitates the lowering, shifting or casing of APL's pipelines, the entire actual cost of such lowering, shifting and casing shall be borne and paid for by Landowner; further provided that the plans for such construction be presented to APL prior to construction to permit a determination of the effect such construction will have on APL's pipelines.

6. Landowner hereby covenants and agrees that at any time it becomes necessary for APL to cross, occupy or utilize, for purposes of constructing pipelines or maintaining its pipeline or pipelines, portions of any driveways, roadways or streets constructed pursuant to the above provisions, all costs of erecting and maintaining barricades and all costs of restoring said driveways, roadways or streets to their original condition shall be borne and paid for by Landowner.

7. Landowner hereby covenants and agrees that, if any driveway, roadway or street constructed pursuant to the above provisions should be dedicated to any governmental subdivisions of the State of Indiana, including county or municipality, said dedication will be subject to all rights and privileges of APL contained in the aforesaid Right of Way Easement and this instrument.

8. Landowner further covenants and agrees to pay for any and all damages to APL's pipeline or pipelines and shall hold APL harmless from and against any and all loss or liability resulting from injury to or death of any person or persons, damage to property of any person, firm or corporation, including APL, and fines levied by governmental entities, where such loss, liability, injury, death, damage or fine proximately results from Landowner's use of any portion of said Defined Easement or for any construction permitted herein or otherwise in writing.

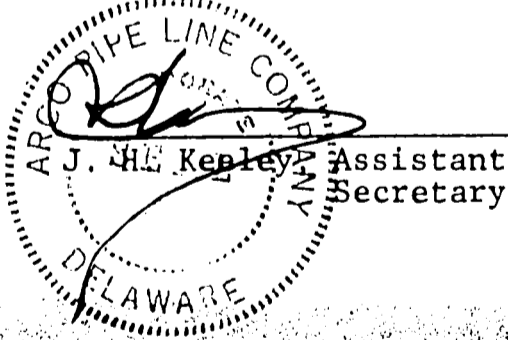
9. The covenants contained in this agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs, successors and assigns. APL shall have the right to assign the rights herein granted in whole or in part.

10. Nothing herein contained shall be construed as releasing or impairing any rights or privileges under said Right of Way Easement dated October 21, 1927 insofar as said Right of Way Easement covers said Defined Easement; but said Right of Way Easement, insofar as it relates to said Defined Easement and insofar as it may be inconsistent or in conflict herewith, is hereby amended to the extent that the rights, privileges and obligations of APL and the Landowner shall be determined under the terms, conditions and provisions of this instrument. Said Right of Way Easement insofar as it may cover and relate to land other than the Owner's Land above described, shall remain in full force and effect in accordance with all of its terms, conditions and provisions.

11. It is further understood and agreed that by acceptance of this instrument, Landowner agrees that APL, its successors and assigns, are hereby released and forever discharged of all the conditions and covenants of said Right of Way Easement relating to said tract of land herein released and that said Right of Way Easement shall continue in full force and effect except as modified and changed hereby.

Executed this 13th day of January, 1982.

ATTEST:



J. H. Kealey, Assistant Secretary

ARCO PIPE LINE COMPANY

BY Gail M. Stout  
Gail M. Stout, Vice President

- APL

Approved as to Form  
u  
Legal Department

Nicholas J. Petsas  
Nicholas J. Petsas

Christine A. Petsas  
Christine A. Petsas

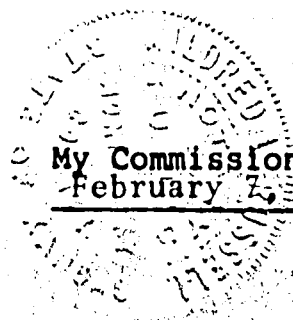
- LANDOWNER

STATE OF KANSAS )  
COUNTY OF MONTGOMERY ) SS

Before me, Mildred L. Russell, this 18th day of January, 1982 personally appeared ARCO Pipe Line Company by Gail M. Stout and J. H. Keeley, its Vice President and Assistant Secretary respectively, and acknowledged the execution of the foregoing instrument.

In testimony whereof, I have hereunto subscribed my name, and affixed my official seal at Independence, Ks., this 18th day of January, 1982.

Mildred L. Russell  
Notary Public, Montgomery  
County, Kansas.  
(Mildred L. Russell)

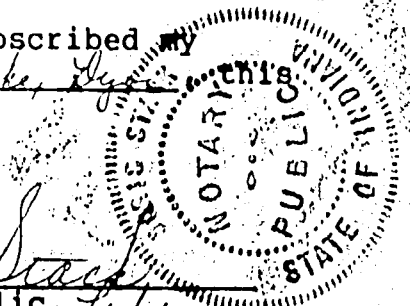


STATE OF Indiana )  
COUNTY OF Lake ) SS

Before me, Veris Stock Notary, this 13<sup>th</sup> day of January, personally appeared Nicholas J. Petsas and Christine A. Petsas, his wife, and acknowledged the execution of the foregoing instrument.

In testimony whereof, I have hereunto subscribed my name, and affixed my official seal at 1900 Lake, Ind., this 13<sup>th</sup> day of January, 1982.

Veris Stock  
Notary Public, Lake  
County, Ind.



My Commission Expires:  
6-20-85

This instrument prepared by Cynthia Claus, Attorney, ARCO Pipe Line Company, ARCO Building, Independence, KS 67301.

Return to  
John R. Sebastian, Manager  
Right of Way Dept.  
ARCO Bldg.  
Independence, Kansas 67301