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Atty Peter G. Koransky
8376 Walnut St
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Mun 46410

92013427

R/W No. 29
Line No. P58

ROAD EASEMENT

STATE OF INDIANA §
COUNTY OF LAKE §

ROBERT BOEJFRELAND
RECORDER

MAR 4 4 08 PM '92

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

That for and in consideration of TEN

Dollars (\$ 10.00) to TE Products Pipeline Company, Limited Partnership, a Delaware limited partnership (herein styled Grantor) paid, the receipt and sufficiency of which are hereby acknowledged, the said Grantor does hereby grant, bargain, sell and convey, insofar as it has a right to do so, unto Peoples Federal Savings and Loan Association, Trustee under that Trust Agreement dated May 23, 1986 and known as Trust No. 6006, and Richard M. Teibel and Carolyn R. Teibel, individually and as beneficiaries of said Trust (herein styled Grantee, whether one or more), its successors and assigns, an easement (Road Easement) in the land hereinafter described for the purpose of constructing, using, maintaining and repairing two roads (Road 1 & Road 2, hereinafter called the Roads) and appurtenances thereto, which Roads are located on the following land in the Town of Schererville, County of Lake, State of Indiana as hereinafter described:



A strip of land of varying width over and across that certain tract or parcel of land situated in Section 8, Township 35 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana and being more fully described in Volume 1202, page 351 of the deed records of said county; said strip of land being described by metes and bounds as follows:

Beginning at a railroad rail set in the ground at the southwest corner of the Northwest Quarter of said Section 8;

Thence Northerly along the West boundary of said Section, 84.52 feet;

Thence North 89 degrees 04 minutes East, 61.36 feet;

Thence South 70 degrees 56 minutes East, 186.26 feet to a point located 5 feet South of an existing 12 inch pipeline owned by Wabash Pipe Line Company;

Thence generally parallel to said existing pipeline the following 5 courses and distances:

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Peoples\WB

MAR 4 1992

Arnes N. Anton
AUDITOR LAKE COUNTY

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(1) North 89 degrees 45 minutes 40 seconds East, 2317.32 feet; (2) North 70 degrees 04 minutes 40 seconds East, 51.24 feet; (3) South 84 degrees 02 minutes 40 seconds East, 106.17 feet; (4) North 89 degrees 45 minutes 40 seconds East, 1381.12 feet; (5) South 89 degrees 26 minutes 35 seconds

East, 943.99 feet to a point located 25 feet perpendicularly Northwesterly from a surveyed line; Thence parallel to said surveyed line and 25 feet therefrom the following 2 courses and distances:

(1) North 59 degrees 55 minutes East, 122.90 feet;
(2) North 89 degrees 55 minutes East, 102.39 feet to point on the East boundary of said Section 8 near the center of U. S. Highway No. 41;

Thence Southerly along said East boundary, 81.80 feet to a nail located at the southeast corner of the Northeast quarter of said Section 8 in the pavement of said highway;

Thence South 89 degrees 51 minutes West along the South boundary of said quarter Section, 166.38 feet to a point located 15 feet perpendicularly Southeastly from a surveyed line;

Thence parallel to said surveyed line and 15 feet therefrom, the following 6 courses and distances:

(1) South 59 degrees 55 minutes West, 85.71 feet;
(2) South 89 degrees 52 minutes West, 304.52 feet;
(3) North 89 degrees 09 minutes West, 432.71 feet;
(4) South 89 degrees 58 minutes West, 1651.06 feet;
(5) North 75 degrees 47 minutes West, 82.70 feet;
(6) South 89 degrees 54 minutes West, 1263.17 feet;
to the West boundary of the Northeast quarter of the Southwest quarter of Section 8;

Thence Northerly along said West boundary, 10 feet to a railroad rail set in the ground at the Northwest corner of the Northeast quarter of the Southwest quarter of said Section;

Thence Westerly along the quarter Section line, 1324.18 feet to the place of beginning.

The Road Easement herein granted is more fully described as follows:

Road 1

Being a part of Lot One, Deercreek Park, Unit 3, to the Town of Schererville, as shown in Plat Book, 64, Page 33 in the Office of the Recorder of Lake County, Indiana and being more particularly described as follows: Commencing at the Southeast corner of Said Lot One; Thence North 01 degrees 23 minutes 30 seconds West, along the East Line of said Lot One, a distance of 199.29 feet; Thence South 88 degrees 36 minutes 30 seconds West, a distance of 380 feet; Thence South 01 degree 23 minutes 30 seconds East, a distance of 250 feet to the point of beginning of said roadway easement;

Thence continuing South 01 degrees 23 minutes 30 seconds East, a distance of 65.69 feet to a point on the Northerly Right of Way Line of Deercreek Drive; Thence South 89 degrees 52 minutes 00 seconds West, along said Northerly Right of Way Line, a distance of 50.01 feet; Thence North 01 degrees 23 minutes 30 seconds West, a distance of 66.18 feet; Thence South 89 degrees 34 minutes 34 seconds East, a distance of 50.02 feet to the point of beginning.

Road 2

Being a part of Lot One, Deercreek Park, Unit 3, to the Town of Schererville, as shown in Plat Book 64, Page 33 in the Office of the Recorder of Lake County, Indiana and being more particularly described as follows: Commencing at the Southeast corner of said Lot One; Thence North 01 degrees 23 minutes 30 seconds West, along the East line of said Lot One, a distance of 199.29 feet; Thence South 88 degrees 36 minutes 30 seconds West, a distance of 380 feet; Thence South 01 degree 23 minutes 30 seconds East, a distance of 250 feet to a point on the South line of said Lot One; Thence South 89 degrees 34 minutes 34 seconds East, along the South line of said Lot One, a distance of 174.96 feet to the point of beginning of said easement; Thence continuing South 89 degrees 34 minutes 34 seconds East, a distance of 60 feet; Thence South 01 degrees 23 minutes 30 seconds East, a distance of 45.62 feet to a point on the Northerly Right of Way Line of Deercreek Drive; Thence South 59 degrees 55 minutes 00 seconds West, a distance of 35.61 feet; Thence South 89 degrees 52 minutes 00 seconds West, a distance of 28.74 feet; Thence North 01 degrees 23 minutes 30 seconds West, a distance of 63.99 feet to the point of beginning.

The Grantee, at any and all reasonable times, shall have the right of ingress and egress along and over such Roads.

TO HAVE AND TO HOLD the said Road Easement unto the Grantee so long as such roads are used by or useful to Grantee.

Grantee shall pay Grantor for any physical damage to Grantor's lands, facilities or property, or the lands, facilities, or property of any third party, or the injury to or death of any person arising from the exercise by Grantee, its agents or invitees of the rights granted herein.

The reasonable cost of any future adjustments whatsoever to Grantor's pipeline (whether one or more), including, but not limited to, raising, lowering, casing, modifying or otherwise altering such pipeline shall be borne by Grantee.

Grantor shall not be required to restore nor be liable for restoration of or damages for the failure to restore the Roads as constructed hereunder, should said

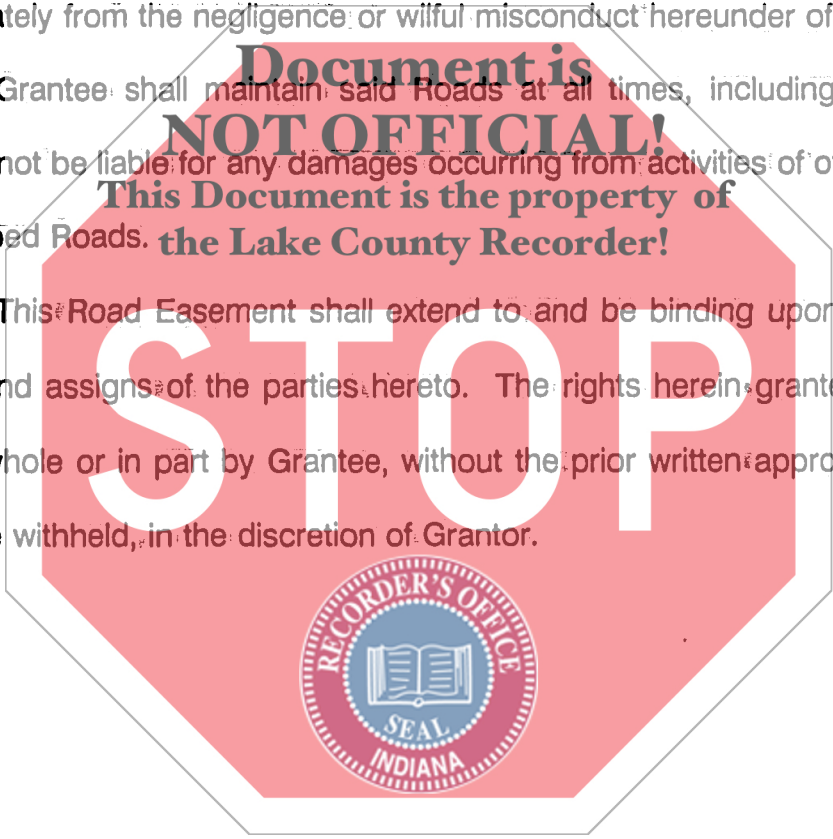
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Roads be disturbed by Grantor in the construction, operation, maintenance, alteration, repair, replacement, removal or relocation of its pipeline.

Grantee, its employees, agents and invitees, shall exercise Grantee's rights and privileges hereunder at Grantee's sole risk, cost and expense. Grantee shall indemnify and hold harmless Grantor from and against any and all claims, demands, causes of action, costs, expenses and liability of any nature whatsoever, to include court costs, attorneys' fees and any expenses incurred in enforcing this provision, that may result from, arise out of or be related or in any way connected to the exercise of Grantee's rights and privileges as herein provided or the breach, violation or nonperformance of any obligation of Grantee hereunder, except to the extent such claims result proximately from the negligence or wilful misconduct hereunder of Grantor.

Grantee shall maintain said Roads at all times, including removal, and Grantor shall not be liable for any damages occurring from activities of others using the above-described Roads.

This Road Easement shall extend to and be binding upon the permitted successors and assigns of the parties hereto. The rights herein granted may not be assigned in whole or in part by Grantee, without the prior written approval of Grantor, which may be withheld, in the discretion of Grantor.



It is understood and acknowledged by the Grantor that the person securing this grant is without authority to make any agreement in regard to the subject matter hereof which is not expressed herein and that no such agreement will be binding on Grantee.

IN WITNESS WHEREOF, this instrument is signed on this the 4th day of MARCH, 1992.

ATTEST:

GRANTOR:

TE PRODUCTS PIPELINE COMPANY, LIMITED PARTNERSHIP, BY TEXAS EASTERN PRODUCTS PIPELINE COMPANY, ITS GENERAL PARTNER

John D. Merli
John Merli,
Assistant Secretary

O. H. Cunningham
O. H. Cunningham,
Vice President

ATTEST:

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GRANTEE:
PEOPLES FEDERAL SAVINGS AND LOAN ASSOCIATION, TRUSTEE and NOT Personally

Linda L. Baker
Assistant Secretary

Ray Frank Behnowski V.P.
As Trustee

Richard M. Teibel
Richard M. Teibel, individually

Carolyn R. Teibel
Carolyn R. Teibel, individually



This Instrument Prepared by: Peter G. Koransky, 8396 Mississippi St., Merrillville, IN 46410 (219) 769-2323

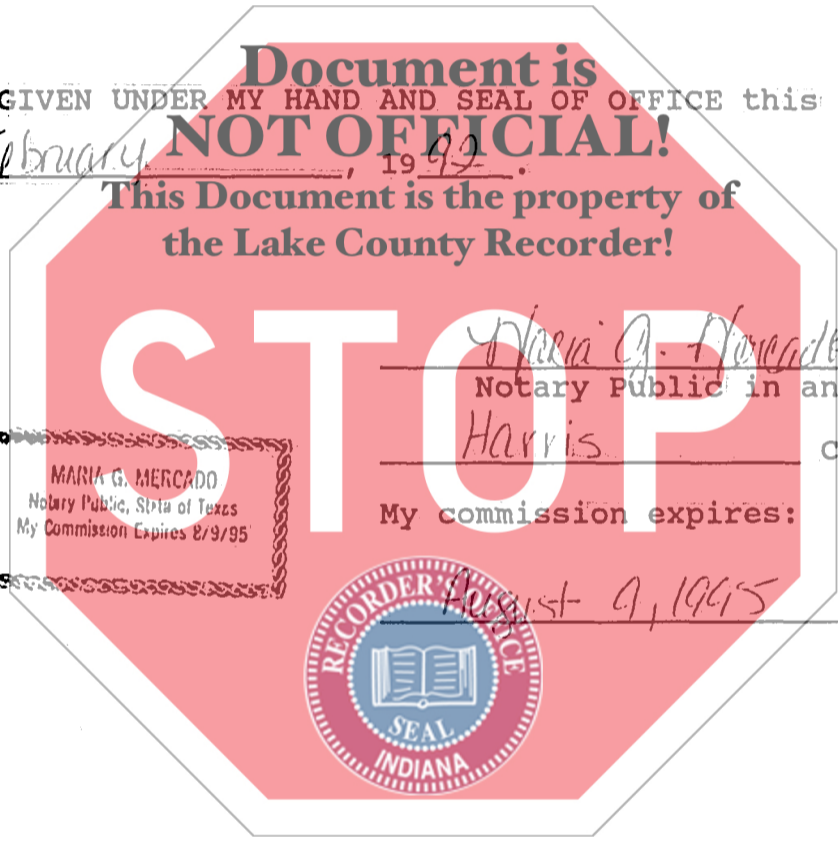
STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared O. H. Cunningham, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the Vice President of Texas Eastern Products Pipeline Company, General Partner, and acknowledged to me that he executed the same as the act of said General Partner, on behalf of TE Products Pipeline Company, Limited Partnership for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27 day of February, 1992.

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Maria G. Mercado
Notary Public in and for
Harris County, Texas

My commission expires:
August 9, 1995

