

When recorded return to:

PHILLIPS PETROLEUM COMPANY
Property-Taxes, Real Estate & Claims
Chapel Hill Office Center II
12977 N. Outer Forty Drive
Suite 368
St. Louis, MO 63141

File: LRW 1A-48(A)-4D
IN/Lake R035

93017557

ENCROACHMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 9th day of March, 1939, FREDERICK HERRMANN and CATHERINE HERRMANN, husband and wife, executed and delivered to ILLIANA COMPANY, its successors and assigns, a Right of Way Contract covering the following described lands in Lake County, State of Indiana, to-wit:

The East 15.95 acres more or less of the West 47.95 acres more or less, and the South 13 acres more or less of the East 16 acres more or less of the S/2 of the fractional SW/4 of Section 25, Township 35 North, Range 10 West.

Said Right of Way Contract being filed of record in Book 310 of Miscellaneous at Page 289; and

WHEREAS, said Right of Way Contract and all rights thereunder were assigned by Illiana Company to Phillips Petroleum Company by Assignment dated November 30, 1939 recorded in the Records of said County in Book 324 of Miscellaneous at Page 556; and

WHEREAS, said Right of Way Contract and all rights thereunder were assigned by Phillips Petroleum Company to the undersigned Phillips Pipe Line Company, hereinafter called "Phillips", by Assignment dated June 30, 1951; and

WHEREAS, Patrick A. Sawaska and Cynthia M. Sawaska, husband and wife, hereinafter called "Landowner", whether one or more, represent that they are the present owner, subject to the above mentioned Right of Way Contract, of the following described tract of land:

County Tract Key: 11-29-114

The North 83.86 feet of the South 309.69 feet of the following described real estate: A part of the South Half of the Southwest Quarter of Section 25, Township 35 North, Range 10 West of the Second Principal Meridian, described as follows: Commencing at the Southeast corner of said Southwest Quarter and running thence North on the East line of said Southwest Quarter a distance of 167.62 feet to the place of beginning; thence West on a line parallel to the South line of said Southwest Quarter a distance of 1038.83 feet; thence North 535.52 feet; thence East 1038.80 feet; thence South 535.52 feet to the place of beginning; and

WHEREAS, Landowner has requested that Phillips grant permission to encroach upon Phillips' right of way by constructing a private residential driveway over, across and through Phillips' right of way, and

WHEREAS, Phillips is agreeable to permitting Landowner to encroach upon Phillips' right of way by constructing said private residential driveway within a portion thereof subject to the terms and conditions of this agreement.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), and of the premises and of the covenants hereof contained, the parties hereto do hereby agree as follows:

1. Landowner may construct a private residential driveway over, across and through Phillips' above-mentioned right of way. Landowner agrees that the driveway will be constructed with rock, asphalt or other similar material but not constructed of concrete.

FILED

MAR 19 1993

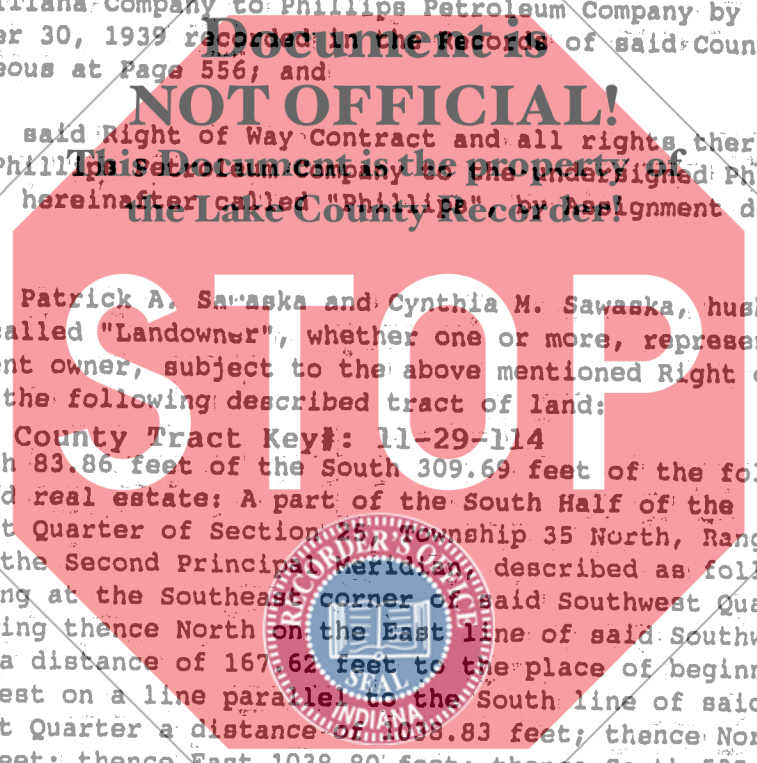
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Anna N. Anton
AUDITOR LAKE COUNTY

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RECORDED
SARASOTA COUNTY
INDIANA

STATE OF INDIANA
LAKE COUNTY
FILED



2. Landowner has been advised, and is fully aware, that Phillips now has, and shall continue to have, the right to utilize the land within the said right of way for pipeline purposes. That in so doing, Phillips may, at any time, and from time to time, enter upon said land, place and transport machinery and equipment thereon, excavate trenches or ditches thereon, and perform other pipeline operations and related activities thereon. Landowner agrees that Phillips shall not be liable to Landowner by reason of its work on the right of way as aforesaid, for any loss of, damage to, or destruction of the encroaching driveway.
3. Landowner shall give Phillips at least forty-eight (48) hours' notice before commencing any construction on the said easement in order that Phillips shall have an opportunity to have an inspector present during the time such activities are carried out. Please contact the following individual at the listed address:

Ron Oliver
 Phillips Pipe Line Company
 400 E. Columbus Dr.
 East Chicago, Indiana 46312
 Phone: (219) 397-6666

4. Landowner will not excavate nor permit others to excavate on Phillips' right of way for subgrade preparations or any other purposes, except as allowed by this agreement. Landowner shall at all times maintain their driveway in a condition which will not interfere with or endanger Phillips' pipelines or the operation of such pipelines located within Phillips' right of way and easement herein described.
5. Landowner agrees to defend, indemnify and hold harmless Phillips and all of its affiliated and subsidiary companies and agents, servants and employees of Phillips and all of its affiliated and subsidiary companies from any and all claims for property damage of any character and from and against any and all claims for damages or injuries to persons (including injuries resulting in death) resulting from or arising out of the operations covered by this Agreement, except for such damage caused by the negligence of any of the parties indemnified under this provision. For purposes of interpreting this clause, all persons shall conclusively be deemed to be the agents, servants or employees of the party which directly paid the salary or other remuneration to such person for the work performed in connection with this Agreement.
6. Landowner agrees that no change of present grade will be effected within twenty-five (25) feet of either two existing pipelines and that no trees or other surface obstructions, save and except the proposed driveway, shall be planted, placed and/or erected within twenty-five (25) feet of either existing pipeline.
7. The provisions hereof shall extend to, be binding upon, and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

EXECUTED IN DUPLICATE ORIGINALS, this the 1st day of MARCH,
 19 93.

LANDOWNERS

PHILLIPS PIPE LINE COMPANY

Patrick A. Sawaska
 PATRICK A. SAWASKA

BY: Robert L. Hardt
 ROBERT L. HARDT, ATTORNEY IN FACT

Cynthia M. Sawaska
 CYNTHIA M. SAWASKA

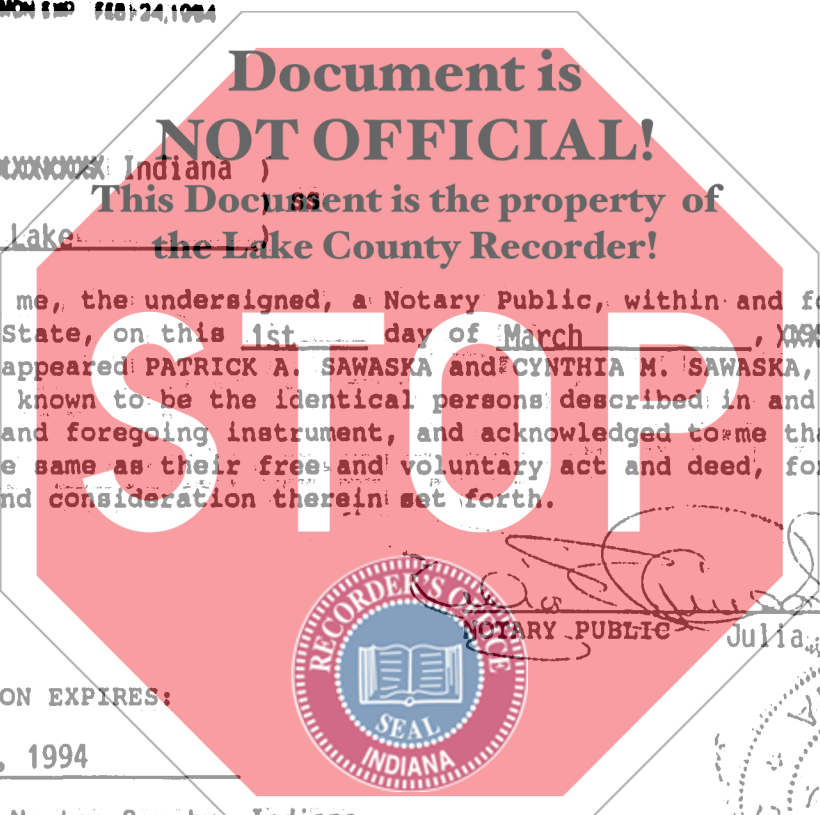
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

Before me, the undersigned, a Notary Public in and for said State, on this 1st day of March, 1993, personally appeared ROBERT L. HARDT, to me known to be the identical person who subscribed the name of PHILLIPS PIPE LINE COMPANY, to the foregoing instrument as its Attorney-In-Fact and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year first above written.

Donna S. Ammons
NOTARY PUBLIC

MY COMMISSION EXPIRES:
~~DECEMBER 16, 1994~~
NOTARY PUBLIC STATE OF MISSOURI
~~ST. CHARLES COUNTY~~
MY COMMISSION END FEB 24, 1994



STATE OF ~~MISSOURI~~ Indiana)

COUNTY OF Lake

This Document is the property of
the Lake County Recorder!

Before me, the undersigned, a Notary Public, within and for said County and State, on this 1st day of March, ~~1992~~ 1993 personally appeared PATRICK A. SAWASKA and CYNTHIA M. SAWASKA, husband and wife, to me known to be the identical persons described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses, purposes, and consideration therein set forth.



Julia J. Quisenberry
NOTARY PUBLIC Julia J. Quisenberry

MY COMMISSION EXPIRES:

December 16, 1994

Resident of Newton County, Indiana

