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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MORRIS W. CARTER
RECORDER

PIN 20-501-3

3631-181

AMENDMENT TO RIGHT OF WAY CONVEYANCE
AND GRANT OF LICENSE

THIS AGREEMENT, made this 12 day of MARCH, 1997, between AMOCO PIPELINE COMPANY, a Maine corporation ("Amoco") at One Mid America Plaza, Suite 300, Oakbrook Terrace, Illinois 60181, and C & C F Development Company, L.L.C., an Indiana Limited Liability Corporation, (hereinafter "Licensee").

Document is
NOT OFFICIAL!
RECITALS

- A. By mesne document of record, Amoco is the present owner and holder of the right, title and interest in the right-of-way contracts (The "Right-of-Way Contracts") specifically referred to on Exhibit A attached to this Agreement regarding real estate (The "Easement Parcel") legally described on Exhibit B attached to this Agreement.
- B. Licensee has subsequently acquired title to a tract of land legally described on Exhibit C attached to this Agreement, being all or a part of the same land covered by the Right-of-Way Contracts.
- C. Licensee has requested Amoco to enter into a license agreement to allow cedar decks at the Townhomes at White Oak Estates in Munster, Indiana, ("Permitted Facility") to encroach over a portion of the Easement Parcel and is willing to grant additional rights in the Easement Parcel, all as more specifically set forth below.

In consideration of the covenants in this Agreement and mutual benefits to be derived from the Agreement, the parties agree as follows:

CLAUSES

1. Amoco grants a revocable license (the "License") for the purpose of maintaining the Permitted Facility upon a portion of the Easement Parcel. Licensee shall have the right to use and enjoy the surface level of the Easement Parcel, provided Licensee shall not interfere with the exercise by Amoco of any of its rights granted to Amoco and its predecessors and interests in the Easement Parcel for the purposes set forth in the Right-of-Way Contracts. This License is intended to grant a privilege to Licensee and is non-transferable or assignable without the prior written consent of Amoco. This License is not an interest in land, but only a revocable privilege to go upon the land.

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SAM ORLICH
AUDITOR LAKE COUNTY

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Handwritten notes: \$J, 3200, 2300, #73243, CIL 70544

2. Amoco shall have the right at any time to disturb, interfere with, destroy or remove the Permitted Facility, or any part of it, if necessary in exercising Amoco's rights under the Right-of-Way Contracts and Amoco shall have no responsibility to replace, repair or restore all or any of the Permitted Facility so disturbed, interfered with or removed.

3. Amoco reserves to itself, its successors and assigns, the right to terminate the License at any time upon thirty (30) days prior written notice to Licensee.

4. Unless terminated pursuant to the provisions of this Agreement, the License shall remain in full force and effect as long as the Permitted Facility is in active use by Licensee, and shall cease and expire upon any discontinuance of such active use. At the expiration, termination or revocation of this License for any reason whatsoever, Licensee, at Amoco's election shall remove all of Licensees' installations and facilities from the Easement Parcel at Licensees expense and shall restore the Easement Parcel to its original condition. If Licensee fails to remove the installations and facilities, Amoco may do such restoration at Licensees' expense.

5. Licensee acknowledges that the Right-of-Way Contracts are presently in good standing and are valid, binding, and fully enforceable in accordance with their terms.

6. Licensee agrees that Amoco shall not be liable for any loss, damage, injuries or other claims whatsoever kinds or by whomsoever caused, to the person or property of anyone, including Licensee, on or off the Easement Parcel, arising out of or resulting from Licensees' use, possession or operation of the Easement Parcel or from defects in the Easement Parcel whether apparent or hidden, or from the installation, existence, use, maintenance, condition, repair, alteration, removal or replacement of any of the improvements or Permitted Facility on the Easement Parcel.

7. Licensee agrees to indemnify and hold Amoco, its agents and employees harmless from and against any and all claims, demands, liabilities, suits or actions including without limitation, all reasonable expenses and attorneys' fees incurred by or imposed on Amoco, for any loss, damage, injury or other matter arising out of or in connection with the Permitted Facility. This indemnity shall survive any termination or revocation of the License or this Agreement.

8. Except for the Permitted Facility in existence at the time of execution of the Agreement, Licensee, its successors and assigns shall not build, erect, create or construct, nor permit to be built, erected, created or constructed, any obstruction, building, lake, walls, fences, engineering works, utility or other installations and facilities or other type of structure or improvement on, over, under, through or across the Easement Parcel.

9. Amoco shall have the absolute right with its sole discretion to construct at any time and from time to time, any number of additional pipelines within the Easement Parcel.

10. All notices shall be sent by United States registered or certified mail, return receipt requested, and shall be addressed to the parties at the address first mentioned above or at such other address as the parties may direct.

11. At any time and from time to time, the easement and rights granted in the Right-of-Way Contracts may be leased or assigned by Amoco in whole or in part.

12. Except as specifically modified above, all terms and conditions of the Right-of-Way Contracts remain in full force and effect.

13. Except as otherwise set forth above, the terms, conditions and provisions of this Agreement shall intend to and be binding upon parties, their heirs, executors, administrators, personal representatives, successors and assigns.

14. If any one or more of the provisions of this Agreement, or the applicability of any such provisions to a specific situation shall be invalid or unenforceable, the validity and enforceability of all other applications of such provisions shall not be effected.



ATTEST:

By: _____
Name: Joan Mackert
Title: Asst. Secretary

By: [Signature]
G. E. Schau
Manager Reliability Centered
Maintenance
-Amoco

WAM

By: CFS Investment Services, Inc.,
an Indiana corporation
Its: Member

By: Clark Builders & Remodelers, Inc.,
d/b/a Clark Builders, an Indiana
corporation
Its: Member

By: [Signature]
John T. Stephens Secretary

By: [Signature]
H. B. Clark, Jr. President

By: [Signature]
Jeffrey C. Stur Vice President

By: [Signature]
H. B. Clark, Jr. Secretary

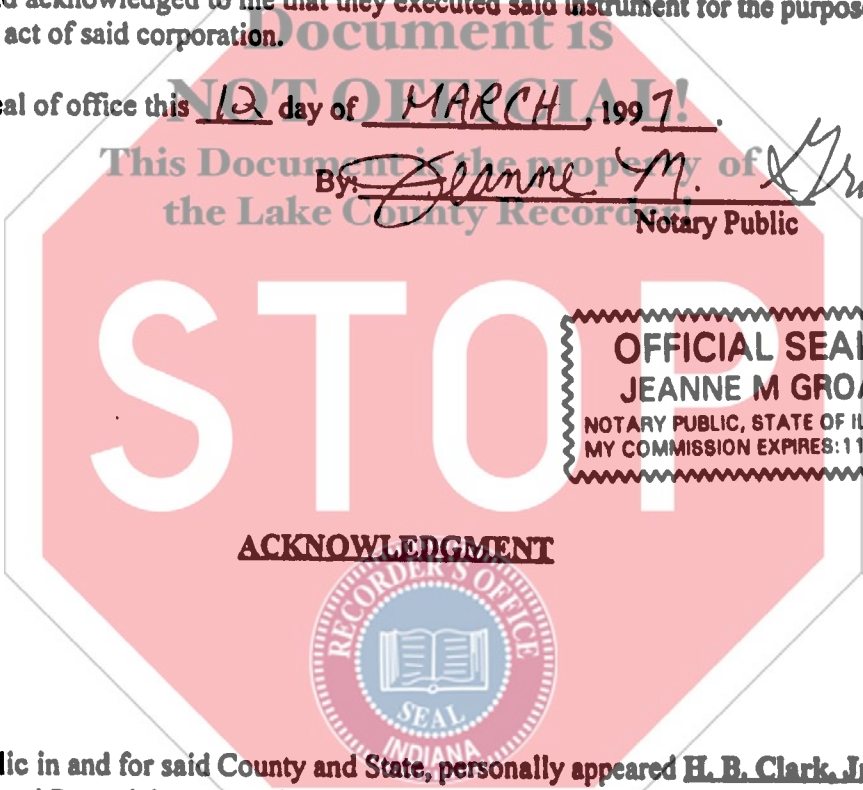
ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS:
COUNTY OF DUPAGE)

Before me, JEANNE M. GROAT, a Notary Public in and for said County and State, on this day personally appeared G. E. Schau, and JOAN MACKETT of AMOCO PIPELINE COMPANY, a corporation, respectively, and acknowledged to me that they executed said instrument for the purposes and consideration therein expressed and as the act of said corporation.

Given under my hand and seal of office this 12 day of MARCH, 1997.

By: Jeanne M. Groat
Notary Public



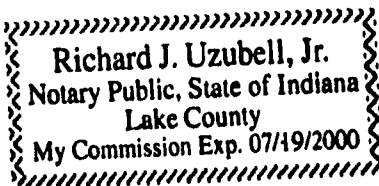
ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared H. B. Clark, Jr., the President and Secretary of Clark Builders and Remodelers, Inc., d/b/a Clark Builders, an Indiana corporation, organized and existing under the laws of the State of Indiana, and acknowledges the execution of the foregoing instrument for an on behalf of H. B. Clark, Jr., the President and Secretary of Clark Builders and Remodelers, Inc., d/b/a Clark Builders, and who, having been duly sworn, stated that the representations therein contained are true.

Given under my hand and notarial seal this 7th day of NOVEMBER, 1996.

[Signature]
Notary Public



My Commission Expires: 7-19-2000
County of Residence: LAKE

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared John T. Stephens and Jeffrey C. Stur, the Secretary and Vice President of CFS Investment Services, Inc., an Indiana corporation, organized and existing under the laws of the State of Indiana, and acknowledges the execution of the foregoing instrument for an on behalf of CFS Investment Services, Inc., an Indiana corporation, and who, having been duly sworn, stated that the representations therein contained are true.

Given under my hand and notarial seal this 7th day of November, 1998

Richard J. Uzubell, Jr.
Notary Public

Richard J. Uzubell, Jr.
Notary Public, State of Indiana
Lake County
My Commission Exp. 07/19/2000

My Commission Expires: 7-19-2000
County of Residence: LAK



Instrument prepared by:
Nancy H. Roate
Amoco Pipeline Company
One Mid America Plaza
Oakbrook Terrace, IL

EXHIBIT A

Attached to and becoming a part of AMENDMENT TO RIGHT OF WAY CONVEYANCE AND GRANT OF LICENSE, by and between AMOCO PIPELINE COMPANY and C & C F DEVELOPMENT COMPANY, L.L.C., an Indiana Limited Liability Corporation.

1. Right of Way Conveyance dated March 29, 1950, from Charles B. Zandstra & Sadie Zandstra, his wife; William Zandstra & Sadie Zandstra his wife; Arnold Zandstra & Elizabeth Zandstra, his wife; Nicholas E. Leep and Hilda Leep, his wife; granted to Stanolind Pipe Line Company. Document filed of record in Lake County, Indiana, May 4, 1950, Book 529, Page 200, Document 466684.
2. Right of Way Contract dated July 26, 1957, from Charles B. Zandstra, Sadie Zandstra, Arnold Zandstra, Elizabeth Zandstra, William Zandstra, Sadie Zandstra, granted to Service Pipe Line Company. Document filed of record August 5, 1957, Book 696, Page 200, Document 44543.
3. Agreement and Partial Release dated November 16, 1988, filed of record on November 17, 1988, as Document 007972.
4. Amendment to Agreement and Partial Release dated March 10, 1989, filed of record March 31, 1989, as Document 030553.
5. Unrecorded Driveway Agreement dated August 7, 1992.
6. Agreement and Partial Release dated June 17, 1993, filed of record July 13, 1993, as Document 93044850.
7. Agreement and Partial Release dated August 25, 1993, filed of record August 31, 1993, as Document 93060663.
8. Driveway Agreement dated May 9, 1994, filed of record June 21, 1994, as Document 94045360.
9. Amendment to Right of Way Conveyance and Grant of License dated September 12, 1995, filed for record October 5, 1995, as Document 95060335.
10. Amendment to Right of Way Conveyance and Grant of License dated December 7, 1995, filed for record January 31, 1996, as Document 96007637.
11. Amendment to Right of Way Conveyance and Grant of License dated April 9, 1996, filed for record on May 1, 1996, as Document 96028293.
12. Amendment to Right of Way Conveyance and Grant of License dated July 22, 1996, filed for record on July 26, 1996, as Document 96049829.

EXHIBIT B

Attached to and becoming a part of AMENDMENT TO RIGHT OF WAY CONVEYANCE AND GRANT OF LICENSE; by and between AMOCO PIPELINE COMPANY and C & C F DEVELOPMENT COMPANY, L.L.C., an Indiana Limited Liability Corporation.

Stanolind Pipe Line Company

The Southwest Quarter of the Southwest Quarter (SW/4 SW/4) of Section 32 and the Southeast Quarter (SE/4) of Section 31, all in Township 36 North, Range 9 West, Lake County, Indiana.

Service Pipe Line company

the Southeast Quarter (SE/4) of Section 31, Township 36 North, Range 9 West, and the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) of Section 32, Township 36 North, Range 9 West, and the Southeast Quarter of the Southwest Quarter (SE/4 SW/4) of Section 32, Township 36 North, Range 9 West, Lake County, Indiana.

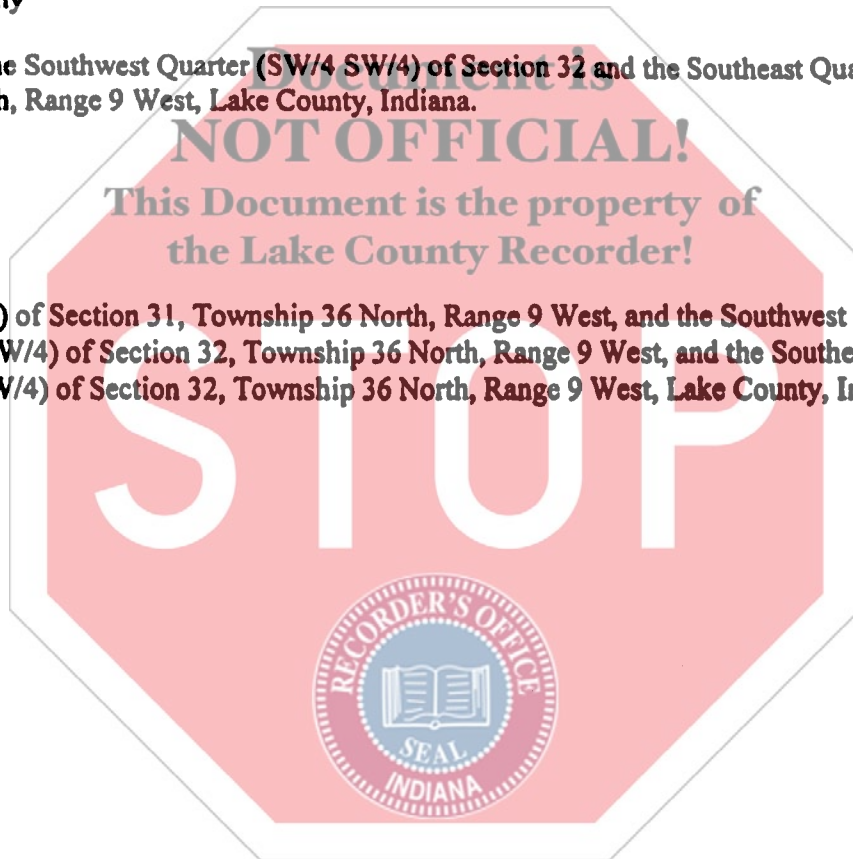


EXHIBIT C

Attached to and becoming a part of **AMENDMENT TO RIGHT OF WAY CONVEYANCE AND GRANT OF LICENSE**, by and between **AMOCO PIPELINE COMPANY** and **C & C F DEVELOPMENT COMPANY, L.L.C.**, an Indiana Limited Liability Corporation

Lot 31, Block Three at the Townhomes at White Oak Estates, to the Town of Munster, as recorded in Plat Book 79, Page 49 in the Office of the Recorder of Lake County, Indiana.

