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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

File: Stonebridge Estates  
Project: IN/Lake R078

2002 MAY 23 PM 3: 28

MORRIS W. CARTER  
RECORDER

**AMENDMENT OF RIGHT OF WAY AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

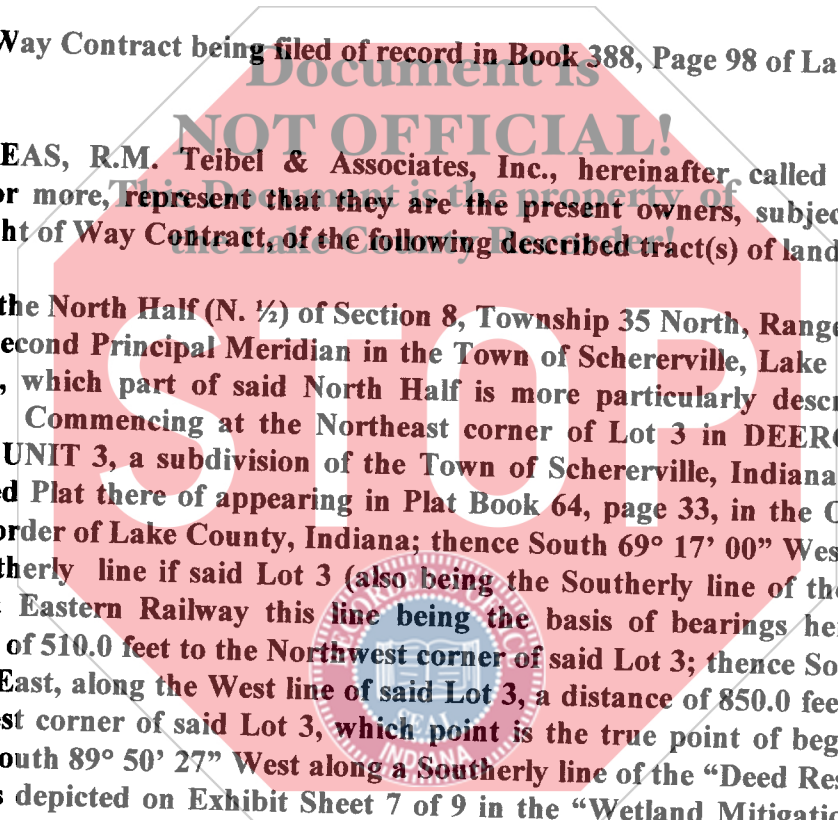
WHEREAS, on the 14<sup>th</sup> day of September, 1940, Leonora M. Clark executed and delivered to Phillips Petroleum Company, its successors and assigns, a Right of Way Contract covering the following described lands in Lake County, State of Indiana, to wit:

A portion of the N/2 of Section 8, Township 35 North, Range 9 West, Town of Schererville, Lake County, Indiana.

said Right of Way Contract being filed of record in Book 388, Page 98 of Lake County deed records; and

WHEREAS, R.M. Teibel & Associates, Inc., hereinafter called "Landowner", whether one or more, represent that they are the present owners, subject to the above mentioned Right of Way Contract, of the following described tract(s) of land:

Part of the North Half (N. 1/2) of Section 8, Township 35 North, Range 9 West of the Second Principal Meridian in the Town of Schererville, Lake County, Indiana, which part of said North Half is more particularly described as follows: Commencing at the Northeast corner of Lot 3 in DEERCREEK PARK, UNIT 3, a subdivision of the Town of Schererville, Indiana, as per Recorded Plat there of appearing in Plat Book 64, page 33, in the Office of the Recorder of Lake County, Indiana; thence South 69° 17' 00" West, along the Northerly line of said Lot 3 (also being the Southerly line of the Elgin, Joliet & Eastern Railway this line being the basis of bearings herein), a distance of 510.0 feet to the Northwest corner of said Lot 3; thence South 01° 23' 30" East, along the West line of said Lot 3, a distance of 850.0 feet to the Southwest corner of said Lot 3, which point is the true point of beginning; thence South 89° 50' 27" West along a Southerly line of the "Deed Restricted Area" as depicted on Exhibit Sheet 7 of 9 in the "Wetland Mitigation Plan for Deer Creek Development" and recorded on November 4, 1997 as Document No. 97075320, a distance of 1390.47 feet (1391.83 feet plat) to a point on the North/South centerline of said Section 8; thence South 01° 04' 08" East ( South 01° 00' 13" East plat), along said North/South centerline, a distance of 267.88 feet; thence South 89° 45' 40" West, along a Southerly line of said Deed Restricted Area, a distance of 350.03 feet; thence South 01° 00' 13" East, along an Easterly line of said Deed Restricted Area, a distance of 1097.87 feet (1100.0 feet plat) to a point on the North line of a strip of land deeded to Texas Eastern Transmission Corporation by Quit Claim Deed recorded December 14, 1972 as Document No. 144350, thence North 89° 45' 40" East, along said North line, a distance of 255.95 feet to a point of deflection in said North line; thence North 70° 04' 40" East, along said deflected North line, 51.24 feet to another point of deflection in said North line; thence South 84° 02' 40" East, along said deflected North line, 160.17 feet to another point of deflection in said North line; thence North 89° 45' 40" East, along said deflected North line, 1080.50 feet to the Southwest corner of Lot 2 in the aforesaid DEERCREEK PARK UNIT 3; thence North 24° 46' 23" East, along the Westerly line of said Lot 2, a distance of 1313.71



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feet to a point on a Southerly line of the aforesaid "Deed Restricted Area"; thence North 65° 35' 13" West, along said Southerly line, 415.26 feet to the Point of Beginning. This parcel contains 55.522 Acres, more or less, all in the Town of Schererville, Lake County, Indiana.

hereinafter called "owned land", whether one or more tracts; and

WHEREAS, Landowner has requested that Phillips Pipe Line Company, hereinafter called "Phillips", amend said Right of Way Contract only insofar as it affects the owned land, and Phillips is willing to do so subject to the terms and conditions of this instrument:

NOW, THEREFORE, in consideration of the premises and the terms and conditions contained herein Phillips and Landowner do hereby agree to amend said Right of Way Contract in the following particulars:

I. From and after the date hereof all of Phillips' pipelines and other incidental equipment and facilities heretofore or hereinafter laid on the owned land, by authority of said Right of Way Contract or this instrument, shall be confined within the strip of land more particularly described as follows:

Part of the North Half (N. ½) of Section 8, Township 35 North, Range 9 West of the Second Principal Meridian in the Town of Schererville, Lake County, Indiana, which part of said North Half is more particularly described as follows: Commencing at the Northeast corner of Lot 3 in DEERCREEK PARK, UNIT 3, a subdivision of the Town of Schererville, Indiana, as per Recorded Plat thereof appearing in Plat Book 64, page 33, in the Office of the Recorder of Lake County, Indiana; thence South 69° 17' 00" West, along the Northerly line of said Lot 3 (also being the Southerly line of the Elgin, Joliet & Eastern Railway this line being the basis of bearings herein), a distance of 510.0 feet to the Northwest corner of said Lot 3; thence South 01° 23' 30" East, along the West line of said Lot 3, a distance of 850.0 feet to the Southwest corner of said Lot 3, thence S 65° 35' 13" E, a distance of 355.26 feet to the point of beginning; thence continuing S 65° 35' 13" E along the last described line, a distance 60.00 feet; thence S 24° 46' 23" W, along the Westerly line and said Westerly line extended of the Resubdivision of Lot 2, Deercreek Park Unit 3, as recorded in Plat Book 81, page 12 in the Office of the Recorder of Lake County, Indiana, a distance of 1313.11 feet to the Southwest corner of said Resubdivision of Lot 2; thence S 89° 44' 21" W, a distance of 66.22 feet; thence N 24° 46' 23" E, parallel to the Westerly line of said Resubdivision of Lot 2, a distance of 1340.75 feet to the point of beginning, all in the Town of Schererville, Lake County, Indiana.

hereinafter called "Defined Easement".

II. For and in consideration of the benefits to be derived herefrom, Phillips, its parent, subsidiaries, 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 maintain, operate, relay, replace, change the size of and remove and or all of Phillips' pipelines currently in place within the owned land; and

B. The right of way and easement from time to time to lay, maintain, operate, relay, replace, change the size of and remove additional pipelines within the Defined Easement for the transportation of oil, gas, water, petroleum products and any other gases or substances (whether or not of a similar nature) which can be transported through a pipeline; together with the right of ingress and egress across the owned land for all purposes incident to the exercise of the aforesaid rights and the right to place on the owned land incidental equipment to

facilitate the use of pipelines. No additional compensation shall be payable to Landowner for the exercise of the aforesaid rights or any damage resulting to the property of Landowner, their successor or assigns, except that damages will be paid to Landowner for damage to growing agricultural crops.

III. Landowner, for themselves, their successors and assigns, covenant and agree that no dwelling, buildings, structures, obstructions or engineering works (including but not limited to fences, sheds, pools and trees) of whatsoever kind shall be erected on said Defined Easement and Landowner further covenants and agrees that no dwellings or buildings shall be erected within 24 feet West of and parallel to the 60 foot pipeline easement South of Willowbrook Drive, and lying 12 feet West of and parallel to the 60 foot pipeline easement North of Willowbrook Drive and that no change will be effected in the present grade of said Defined Easement. Landowner, for themselves, their successors and assigns agree that no hard surface or regularly traveled streets, roads or highways will cross or be placed over the Defined Easement unless and until Phillips' pipelines or incidental equipment located thereon are properly adjusted and protected in the opinion of Phillips. Any such adjustment or protection shall be done under the supervision and to the specifications determined solely by Phillips and at the expense of the Landowner, their successors or assigns.

IV. Nothing herein contained shall be construed as releasing any rights or privileges under said Right of Way Contract insofar as said Rights of Way Contract covers said Defined Easement; but said Right of Way Contract, insofar as it relates to said Defined Easement, and insofar as it may be inconsistent and in conflict herewith, is hereby amended so that the rights and obligations of the parties hereto shall be determined under the terms and provisions of this instrument. Said Right of Way Contract, insofar as it may cover and relate to land other than the owned land described above, shall remain in effect in accordance with all of its terms and provisions.

V. It is the intention of both Phillips and Landowner that said Defined Easement shall extend completely across the land owned by Landowner and recited above and be located in such manner that all of Phillips' presently existing pipelines will be within its boundaries. To this extent it is understood and agreed that in the event it should ever be determined that either of said boundary lines have not been properly located or that there is a conflict between calls for the boundary lines or for the existing pipeline or pipelines and calls for other objects or monuments or calls for course or distance in a description of said Defined Easement, the Defined Easement shall for all purposes be deemed to be extended in length and/or adjusted as to location in order that the intention of the parties will be carried out.

VI. It is mutually agreed that Landowner may construct a hard surface road and its associated manholes, catch basins and inlets as well as associated utility and service lines across said Defined Easement, provided no manholes, catch basins or valves shall be located within twenty feet of the existing pipeline. A minimum of four feet of cover shall be maintained over pipelines on and across the defined easement including the road crossing referenced above.

VII. Landowner and Phillips hereby agree that no buildings, structures, improvements and/or engineering works of whatsoever kind, including but not limited to sheds, pools, fences and trees, shall be placed on lots 97 and 98, within twenty-four (24) feet from the defined easement without the expressed written approval of Phillips.

VIII. Phillips shall have the right from time to time to assign the rights granted hereunder in whole or in part.

The provisions hereof shall extend to, be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

EXECUTED this 7<sup>th</sup> day of May, 2002.

LANDOWNER:

R.M. Teibel & Associates, Inc.

By: [Signature]  
John E. Teibel

Title: Vice President

PHILLIPS PIPE LINE COMPANY

By: [Signature]

**Document is NOT OFFICIAL!**  
Jon D. Baccus!  
Attorney-in-Fact  
This Document is the property of the Lake County Recorder!

State of INDIANA)  
) ss  
County of TIPPECANOE

On the 7<sup>th</sup> day of May, 2002, personally appeared John E. Teibel, to me personally known, who, being duly sworn did say that he is Vice President of R.M. Teibel & Associates, Inc., a corporation and acknowledged to me that he executed the foregoing instrument on behalf of said corporation as the free and voluntary act and deed, for the uses, purposes and consideration therein set forth.

My Commission Expires:

8-24-2006

[Signature]  
Notary Public

State of Oklahoma )  
County of Washington ) ss  
 )

Before me the undersigned, a Notary Public in and for said County and State, on this 7<sup>th</sup> day of May, 2002, personally appeared Jon D. Baccus, the duly constituted Attorney-in-Fact of and for Phillips Pipe Line Company, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires:  
February 4, 2006  
Commission # 02001974

Lacy S. Kincaid  
Notary Public

