

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2002 048218

2002 MAY 24 AM 9:03

MORRIS W. CARTER
RECORDER

UTILITY EASEMENT

THE STATE OF INDIANA §
COUNTY OF LAKE §

KNOW ALL MEN BY THESE PRESENTS:

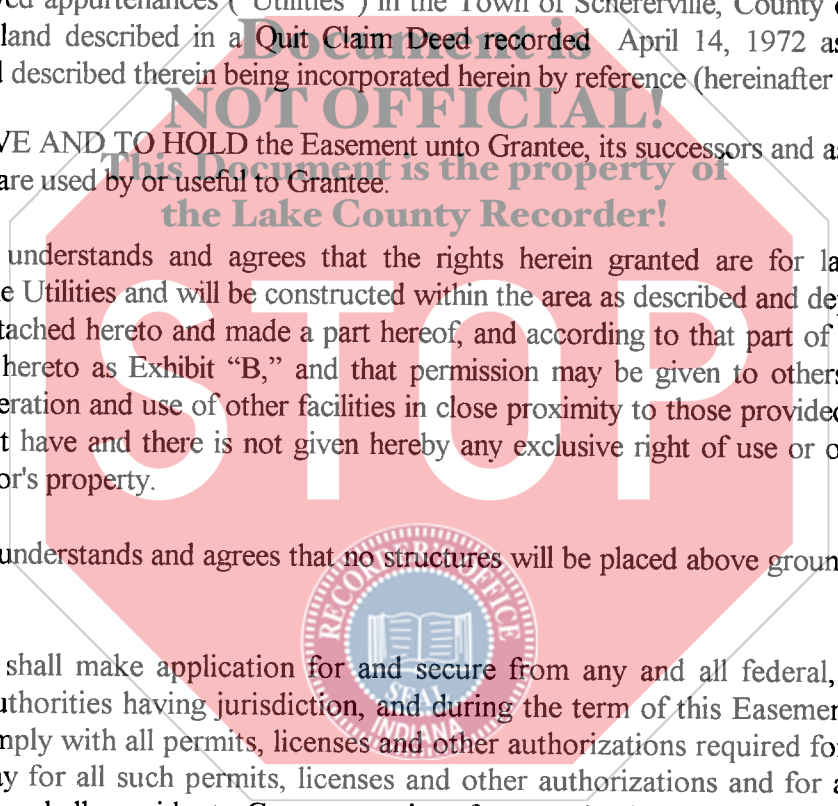
THAT FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid to TE Products Pipeline Company, Limited Partnership (hereinafter called "Grantor"), the receipt and sufficiency of which hereby are acknowledged, Grantor does hereby grant, bargain, sell and convey without warranty, either express or implied unto DEERCREEK HOLDINGS, L.L.C. ("Grantee"), its successors and assigns, a non-exclusive easement ("Easement") to construct, maintain, and use a water main and a sanitary sewer line and their approved appurtenances ("Utilities") in the Town of Schererville, County of Lake, State of Indiana, across land described in a Quit Claim Deed recorded April 14, 1972 as Document No. 144350, the land described therein being incorporated herein by reference (hereinafter the "Land").

TO HAVE AND TO HOLD the Easement unto Grantee, its successors and assigns for as long as such Utilities are used by or useful to Grantee.

Grantee understands and agrees that the rights herein granted are for land necessary to accommodate the Utilities and will be constructed within the area as described and depicted on Exhibit "A," which is attached hereto and made a part hereof, and according to that part of the cross section profile attached hereto as Exhibit "B," and that permission may be given to others for installation, maintenance, operation and use of other facilities in close proximity to those provided for hereby; and Grantee shall not have and there is not given hereby any exclusive right of use or occupancy of any portion of Grantor's property.

Grantee understands and agrees that no structures will be placed above ground on any portion of the Land.

Grantee shall make application for and secure from any and all federal, state and local governmental authorities having jurisdiction, and during the term of this Easement shall maintain in effect and comply with all permits, licenses and other authorizations required for this Easement. Grantee shall pay for all such permits, licenses and other authorizations and for all renewals. In addition, Grantee shall provide to Grantor, copies of any wetland permits granted for the project which pertain to Grantor's property or facilities. Copies of such permits shall be mailed to TEPPCO, Environmental Protection Department, P.O. Box 2521, Houston, Texas 77252 and to



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PETER BENJAMIN
LAKE COUNTY AUDITOR

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TEPPCO, Region Environmental Protection Representative, P. O. Box 426, Seymour, Indiana 47274.

Grantee shall exercise all due precaution and safety in constructing the Utilities and Grantee shall observe all rules and regulations that have been or may hereafter be promulgated by Grantor for the conduct of individuals while on Grantor's real estate, including but not limited to rules and regulations with respect to acts or practices deemed hazardous, and Grantee also agrees to enforce compliance therewith by its employees, agents, contractors, subcontractors and invitees.

Grantee shall pay for all physical damages to lands, facilities or property of the Grantor or 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 or pipelines which may be necessitated by the presence of the Utilities, 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 Utilities as constructed hereunder should said Utilities be disturbed by Grantor in the construction, operation, maintenance, alteration, repair, replacement, removal or relocation of its pipeline or pipelines.

Except in the case of emergency, for which Grantor shall be immediately notified at (800)-877-3636, Grantee shall submit construction or maintenance plans for Grantor's approval prior to the proposed activity. Grantee shall notify Grantor a minimum of three (3) days prior to the start of such activity of Grantee's intention to enter upon Grantor's premises. Such plans and notice shall be mailed or delivered to Grantor's Region Office located at P. O. Box 426, Seymour, Indiana, 47274.

GRANTEE HEREBY ASSUMES ALL LIABILITY FOR, AND AGREES TO DEFEND, INDEMNIFY AND HOLD GRANTOR, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), HARMLESS FROM ALL CLAIMS, FINES, DAMAGES, LIABILITIES, LOSSES, COSTS, EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COURT COSTS), PENALTIES, ASSESSMENTS, ENVIRONMENTAL RESPONSE COSTS, AND/OR INJUNCTIVE OBLIGATIONS, WHICH MAY BE SUFFERED OR INCURRED AT ANY TIME BY THE INDEMNIFIED PARTIES, ON ACCOUNT OF INJURIES TO OR DEATH OF ANY PERSONS, DAMAGE TO OR DESTRUCTION OF ANY PROPERTY, AND/OR ANY VIOLATION OF ANY APPLICABLE LAW, RULE, REGULATION, OR ORDER OF ANY GOVERNMENTAL ENTITY, CAUSED BY, RESULTING FROM, OR ARISING OUT OF THE CONSTRUCTION, OPERATION, MAINTENANCE (AND FAILURE TO MAINTAIN), REPAIR (AND FAILURE TO REPAIR), REPLACEMENT, REMOVAL AND USE OF THE UTILITIES AND/OR ANY RELATED APPROVED APPURTENANCES, OR THE RIGHTS GRANTED HEREIN, EXCEPT FOR DAMAGES THAT RESULT FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF GRANTOR OR ANY OF THE INDEMNIFIED PARTIES.

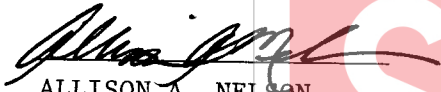
This Easement is subject to any prior road dedications, right of way grants, oil and gas leases, agricultural leases, or any other grants, conveyances or contracts affecting the land of Grantor described herein, and Grantor's use of the premises.

This 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 or any assignee of Grantee, without the prior written approval of Grantor in each instance, which approval shall not be unreasonably withheld; provided, that no assignment shall relieve an assignor of responsibility for the full and faithful performance of every obligation of Grantee under the easement, as though no such assignment had been made. Approval by Grantor to an assignment shall be deemed granted if not denied within forty-five (45) days following Grantor's receipt of proper request, sent Certified Mail, postage prepaid, therefor to TEPPCO, Rights of Way and Land Department, P. O. Box 2521, Houston, Texas, 77252.

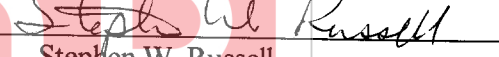
It is agreed that this Agreement, including Exhibit "A" and Exhibit "B" covers the entire agreement between the parties and no representations or statements, verbal or written, have been made modifying, adding to or changing the terms hereof. The terms and provisions hereof shall inure to the benefit of and be binding upon Grantor and Grantee and their representatives, successors or assigns.

EXECUTED the 24 day of APRIL, 2002.

ATTEST:


ALLISON A. NELSON
ASSISTANT SECRETARY

TE PRODUCTS PIPELINE COMPANY,
LIMITED PARTNERSHIP, by TEPPCO GP,
INC., its General Partner

By: 
Stephen W. Russell
Vice President Support Services



DEERCREEK HOLDINGS, L.L.C.
By: 

Previous Deed Reference: Document No. 144350

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STATE OF TEXAS

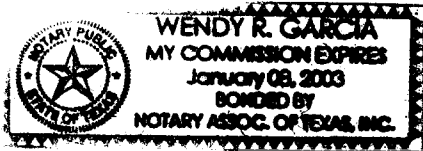
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COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Stephen W. Russell, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the Vice President, Support Services of TEPPCO GP, Inc., 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 therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of April, 2002.

Wendy R. Garcia
Notary Public in and for Harris County, Texas



STATE OF

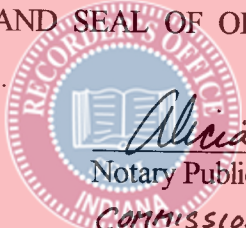
§ INDIANA

COUNTY OF

§ LAKE

BEFORE ME, the undersigned authority, on this day personally appeared DAVID VANDYKE, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the MANAGER of DEERCREEK HOLDINGS, L.L.C. and acknowledged to me that he executed the same on behalf of DEERCREEK HOLDINGS, L.L.C. for the purposes therein expressed and in the capacity therein stated.

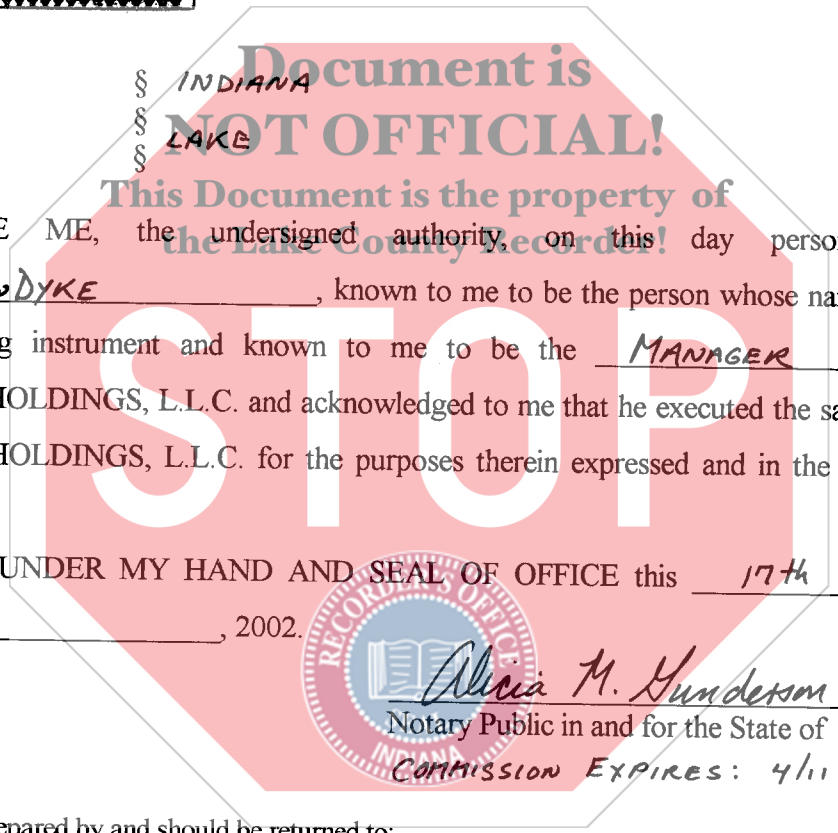
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of APRIL, 2002.



Alicia M. Henderson
Notary Public in and for the State of INDIANA
COMMISSION EXPIRES: 4/11/09

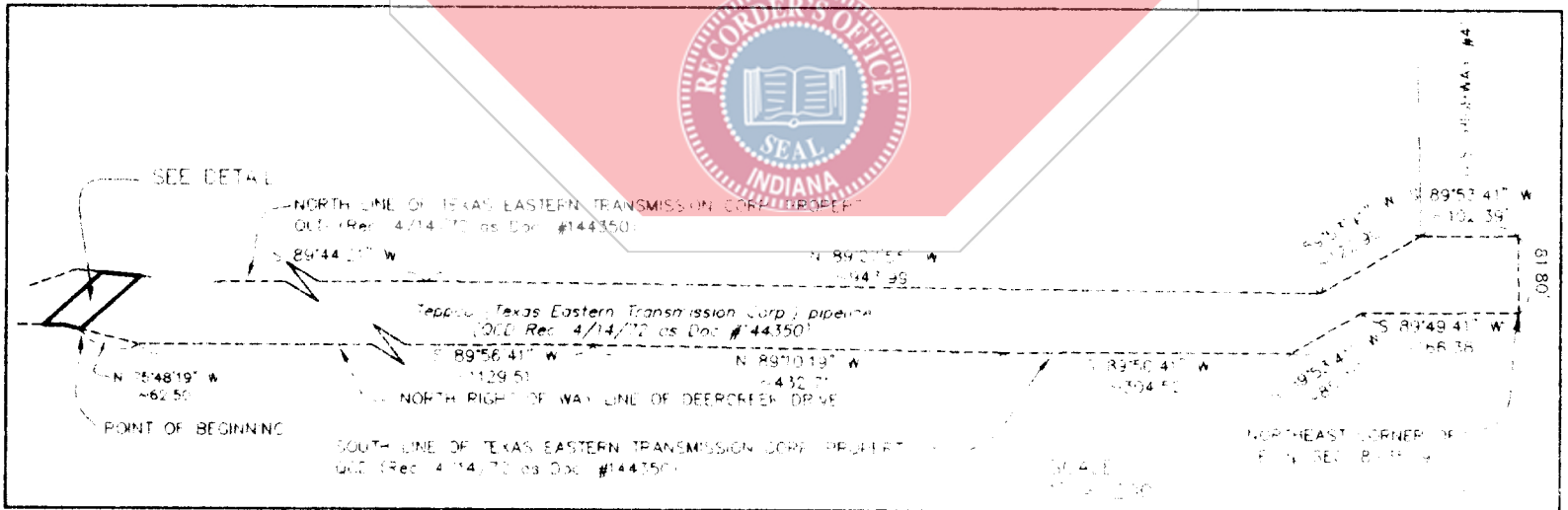
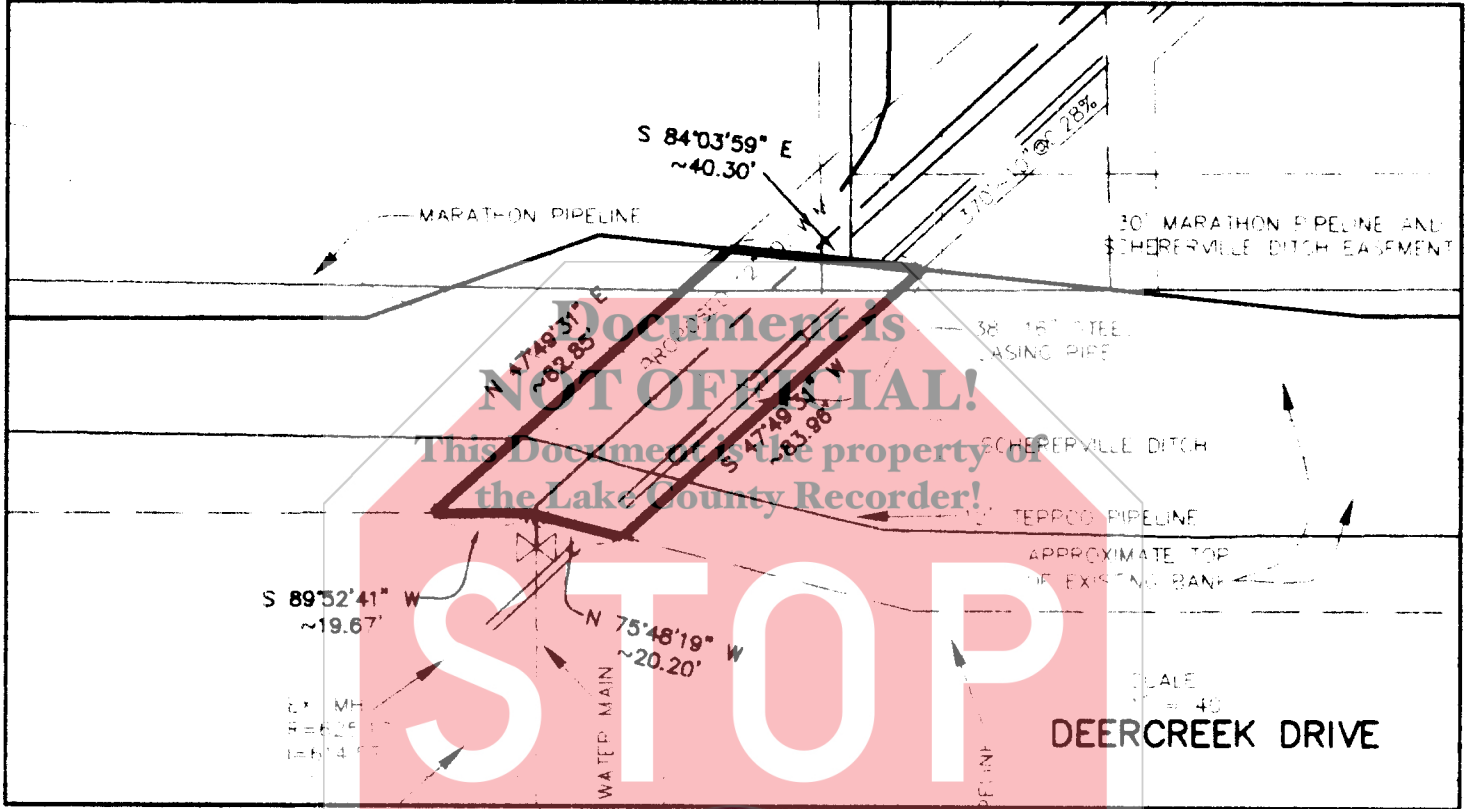


This Agreement Prepared by and should be returned to:
Rights of Way and Land Department
TE Products Pipeline Company, Limited Partnership
P. O. Box 2521
Houston, Texas 77252



PLAT OF SURVEY

DESCRIPTION: Part of the East Half 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 East Half is more particularly describe as follows: Commencing at the northeast corner of the Southeast Quarter of said Section 8; thence South 89° 49' 41" West along the South line of a strip of land deeded to Texas Eastern Transmission Corp. by Quit Claim Deed recorded April 14, 1972 as Document No. 144350 also being the North Right-of-Way line of Deercreek Drive, a distance of 166.38 feet; thence South 59° 53' 41" West along the aforesaid South line and North Right-of-Way line, a distance of 85.71 feet; thence South 89° 50' 41" West along the aforesaid South line and North Right-of-Way line, a distance of 304.52 feet; thence North 89° 10' 19" West along the aforesaid South line and North Right-of-Way line, a distance of 432.71 feet; thence South 89° 56' 41" West along the aforesaid South line and North Right-of-Way line, a distance of 1651.06 feet to a point of deflection on the aforesaid South line and North Right-of-Way line; thence North 75° 48' 19" West along said deflected line, a distance of 62.50 feet to the point of beginning; thence continuing North 75° 48' 19" West along said deflected line, a distance of 20.20 feet to a point of deflection on the aforesaid South line and North Right-of-Way line; thence South 89° 52' 41" West along said deflected line, a distance of 19.67 feet; thence North 47° 49' 31" East, a distance of 82.85 feet to a point on the North line of said strip of land deeded to Texas Eastern Transmission Corp.; thence South 84° 03' 59" East along the aforesaid North line, a distance of 40.30 feet; thence South 47° 49' 31" West, of 83.96 feet to the point of beginning, containing 0.056 Acres, more or less, all in the Town of Schererville, Lake County, Indiana.



EXPLANATION No dimensions should be assumed by scale measurements upon the plat. All dimensions are given in feet and decimal parts thereof.

STATE OF INDIANA }
COUNTY OF LAKE }

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY ACCORDING TO THE OFFICIAL RECORDS AND THAT THE PLAT HEREON DRAWN CORRECTLY REPRESENTS SAID SURVEY.

TORRENGA ENGINEERING INC

GARY P. TORRENGA, Registered Professional Engineer No. 18376
and Registered Land Surveyor No. 30514



Exhibit A

SCALE _____ IN _____ FT
DATE 04-12-2001
REV _____
JOB 299-02 FILE NO _____

NOTE: Contractors or builders should be notified to carefully test and compare on the ground the dimensions, etc., as noted in this certificate, with the stakes, points, etc., given on the property, before building on the same, and AT ONCE report any seeming or apparent differences between the same to the surveyor that misunderstanding, displacements of points, etc., may be corrected before damage is done.

DATE: 01-15-2002
RFR: SFD:

TORRENCA ENGINEERING, INC.

JOB NO.

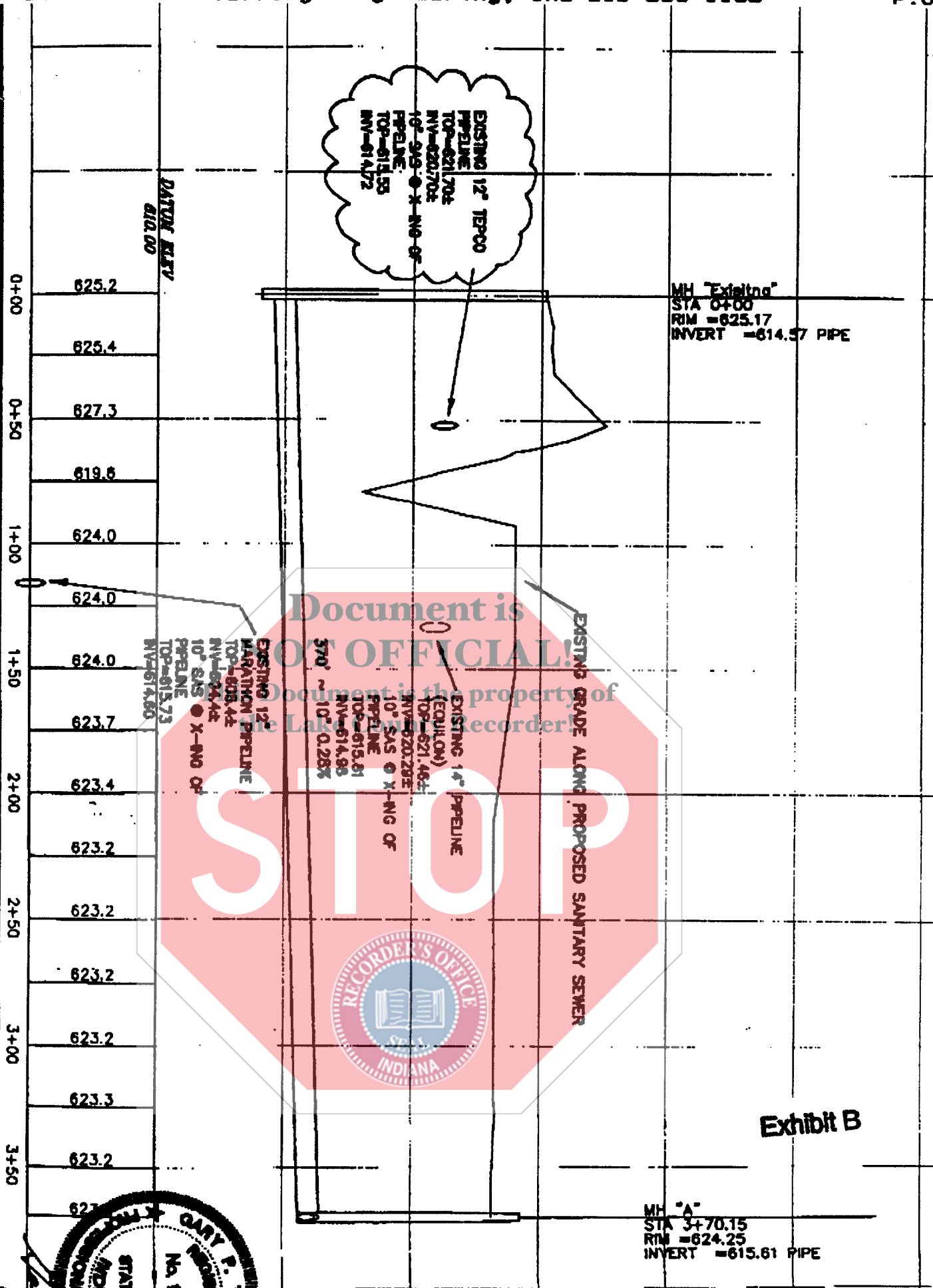


Exhibit B

