

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2002 MAY 24 AM 9:04

MORRIS W. CARTER
RECORDER

2002 048223

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 The Estates of Auburn Meadow Development, LLC, an Indiana limited liability company ("Grantee"), its successors and assigns, a non-exclusive easement ("Easement") to construct, maintain, and use storm sewer facilities consisting of a concrete swale for overland flow, and a low-flow syphon and their approved appurtenances ("Facilities") 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 Facilities are used by or useful to Grantee.

Grantee understands and agrees that the rights herein granted are for land necessary to accommodate the Facilities and will be constructed within the area as described and depicted on Exhibit "A," and according to the cross section profiles attached hereto as Exhibit "B," and Exhibit "C," Exhibits "A," Exhibit "B" and Exhibit "C" all being attached hereto and made a part hereof, and that permission may be given to others for installation, maintenance, operation and use of other facilities or structures 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 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 TEPPCO, Region Environmental Protection Representative, P. O. Box 426, Seymour, Indiana 47274.

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PETER BENJAMIN
LAKE COUNTY AUDITOR

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Grantee shall exercise all due precaution and safety in constructing the Facilities 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 Facilities, 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 Facilities as constructed hereunder should said Facilities 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," Exhibit "B" and Exhibit "C," 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 25 day of APRIL, 2002.

ATTEST:

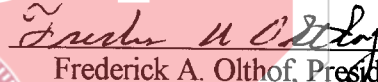

Allison A. Nelson
Assistant Secretary

Document is
NOT OFFICIAL
This Document is the property of
the Lake County Recorder!

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

By: 
Stephen W. Russell
Vice President Support Services

The Estates of Auburn Meadow Development,
LLC, by OD Enterprises, Inc., its Manager

By: 
Frederick A. Olthof, President

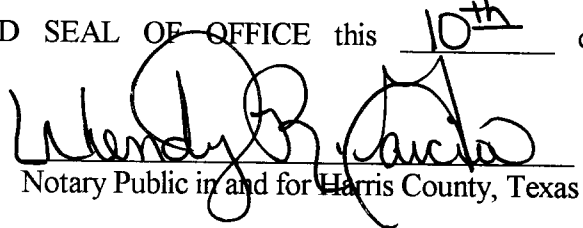
Previous Deed Reference: Document No. 144350

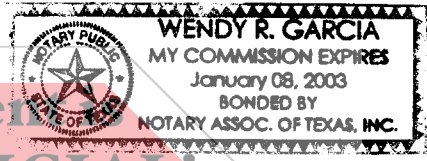
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STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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 10th day of May, 2002.


Notary Public in and for Harris County, Texas



STATE OF INDIANA §
 §
COUNTY OF §

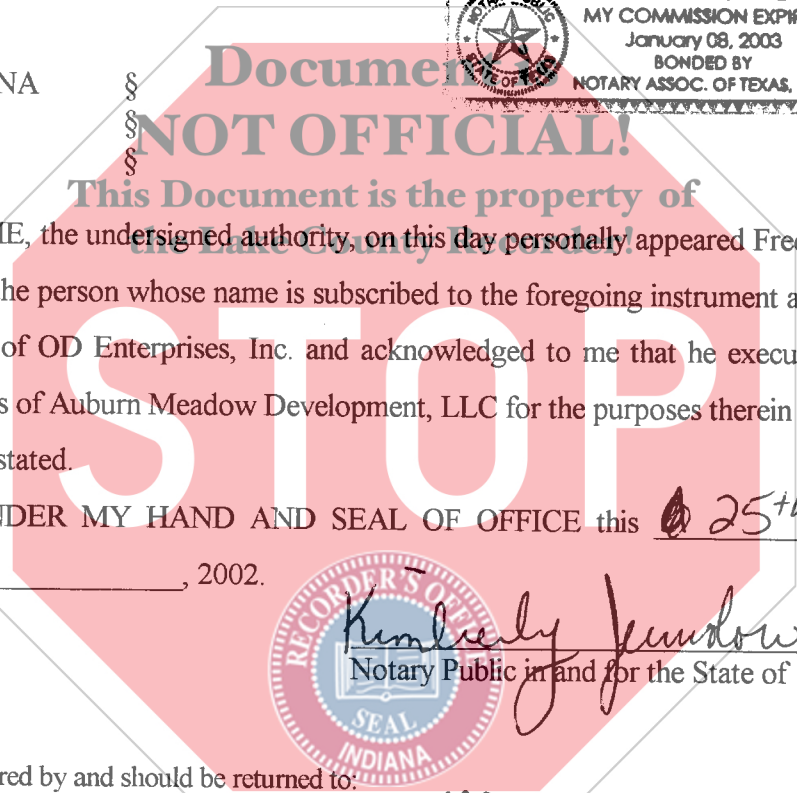
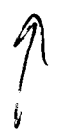
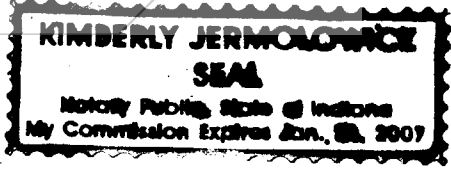
BEFORE ME, the undersigned authority, on this day personally appeared Frederick A. Olthof, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the President of OD Enterprises, Inc. and acknowledged to me that he executed the same on behalf of The Estates of Auburn Meadow Development, LLC for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of April, 2002.


Notary Public in and for the State of Indiana



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



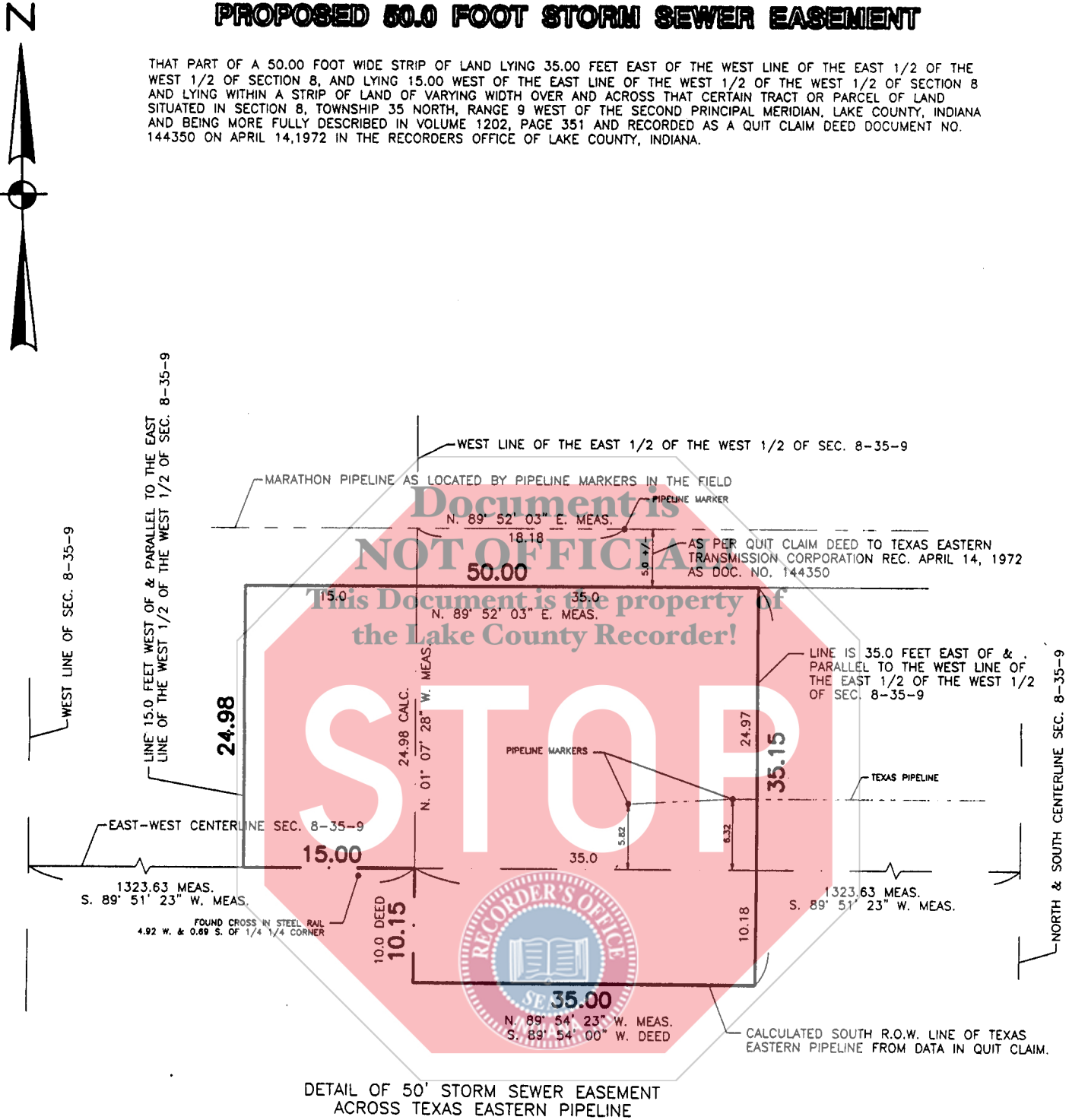
Robert A. Nowicki & Associates, Ltd.
 Land Surveyors
 17844 Chappel Avenue
 Lansing, Illinois 60438

Phone No. (708) 474-1944
 Fax (708) 474-1962

PLAT OF SURVEY

PROPOSED 50.0 FOOT STORM SEWER EASEMENT

THAT PART OF A 50.00 FOOT WIDE STRIP OF LAND LYING 35.00 FEET EAST OF THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF SECTION 8, AND LYING 15.00 WEST OF THE EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF SECTION 8 AND LYING WITHIN 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 AND RECORDED AS A QUIT CLAIM DEED DOCUMENT NO. 144350 ON APRIL 14, 1972 IN THE RECORDERS OFFICE OF LAKE COUNTY, INDIANA.



DETAIL OF 50' STORM SEWER EASEMENT
 ACROSS TEXAS EASTERN PIPELINE

NOTE:

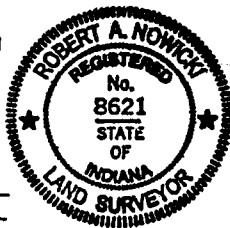
THE NORTH LINE & THE SOUTH LINE OF TEXAS EASTERN PIPELINE R.O.W. AS SHOWN HEREON WITHOUT THE BENEFIT OF A STRIP MAP OF THE R.O.W.

**Reduced Copy
 NOT TO SCALE**

FOR: OLTHOF HOMES, INC.
 ORDER NO. 40221
 SCALE: 1" = 10'

Contractor or builder should verify and compare all points before beginning any construction and at once report any discrepancies to the Surveyor. Consult your deed or title policy for easements and restrictions.

RESURVEYED TO LOCATE BUILDINGS.
 DATE _____
 ORDER NO. _____

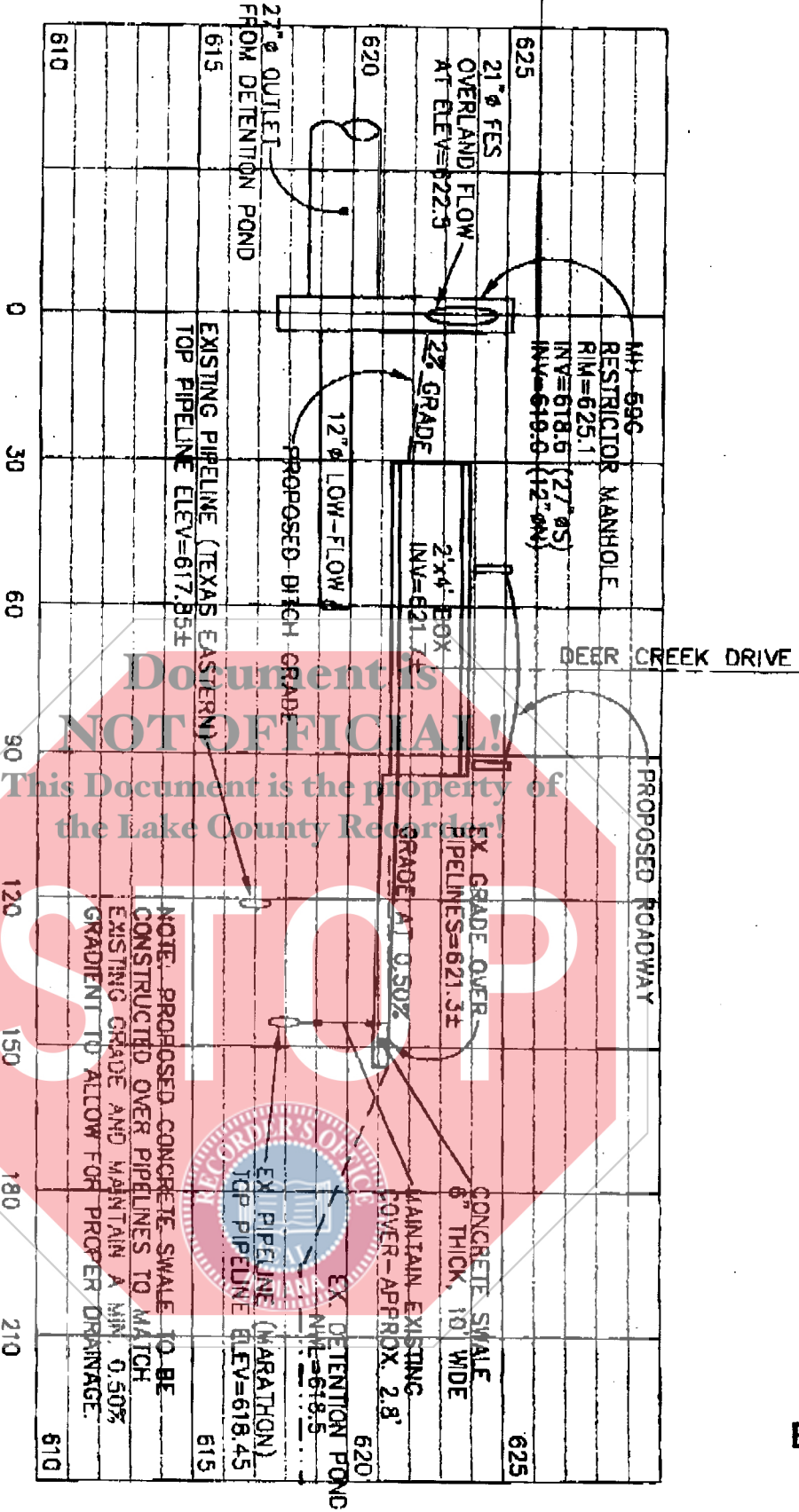


STATE OF ILLINOIS }
 COUNTY OF COOK } SS

Exhibit A

I, ROBERT A. NOWICKI a Professional Illinois Land Surveyor, do hereby certify that I have surveyed the property described in the caption to the hereon drawn plat and that the foregoing plat is a true and correct representation of the same. All dimensions are in feet and decimal parts thereof and are corrected to a temperature of 68 degrees Fahrenheit.

Date April 11, 2002
Robert A. Nowicki
 Certificate No. 8621



OUTFALL DETAIL-PIPELINE CROSSING

(OVERLAND FLOW)

FOR DISTRIBUTION TO PIPELINE CO.

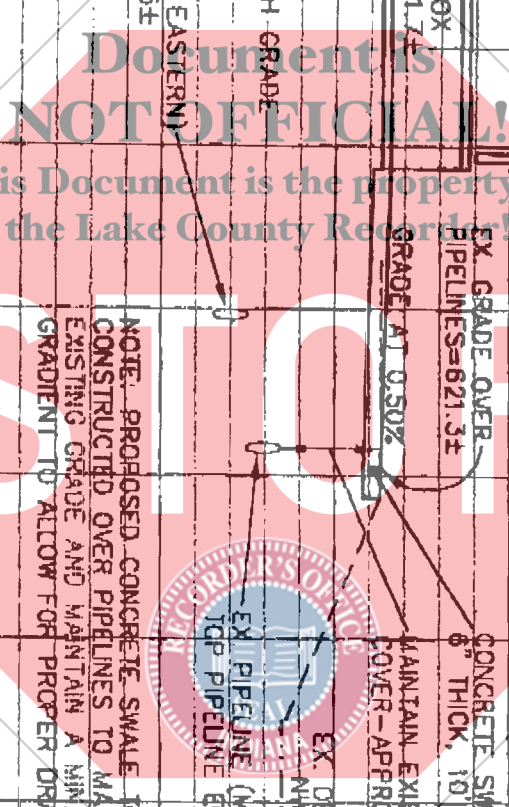
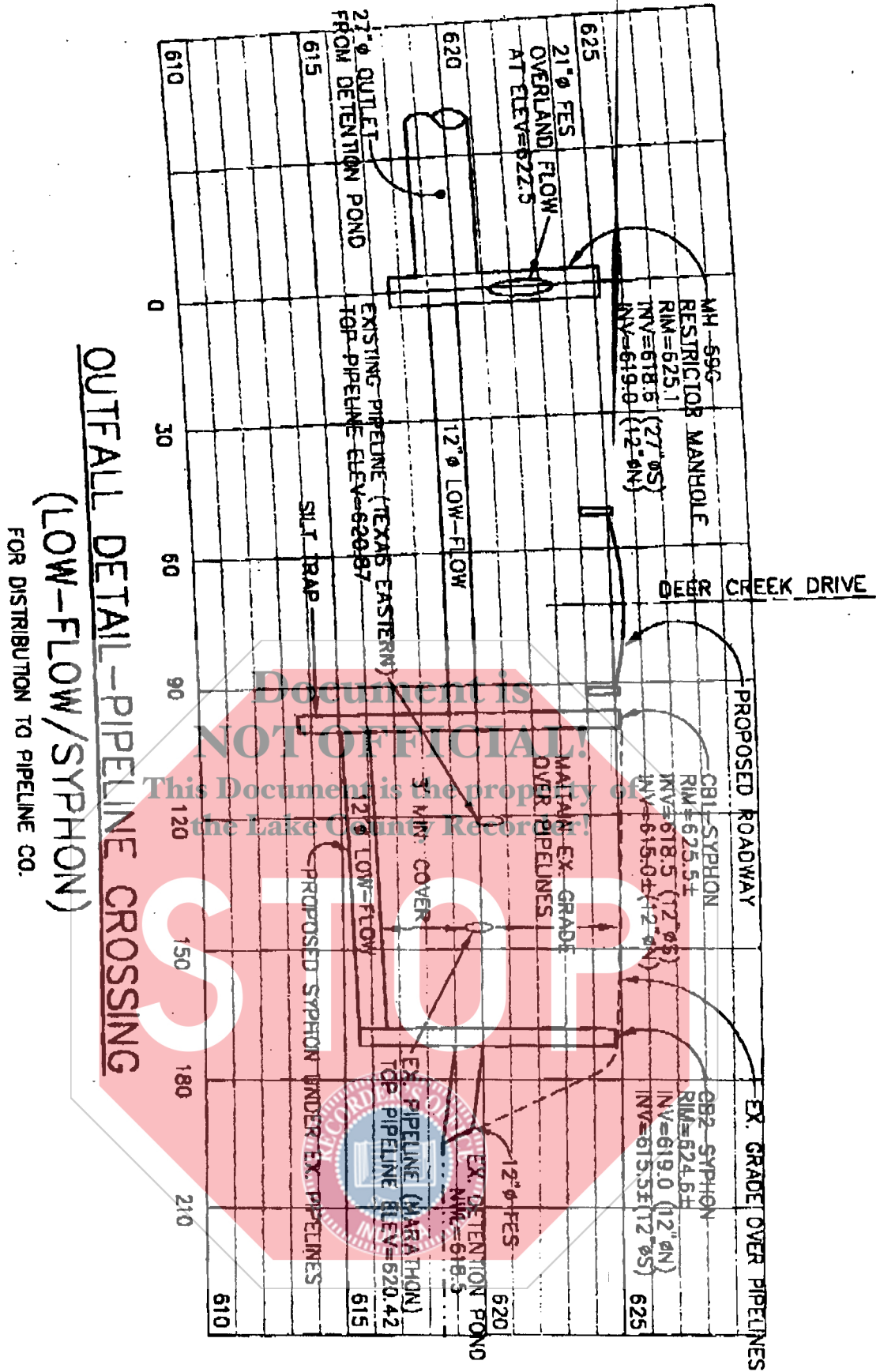


Exhibit B

02-12-02



**OUTFALL DETAIL-PIPELINE CROSSING
(LOW-FLOW/SYPHON)**

FOR DISTRIBUTION TO PIPELINE CO.

02-12-02

Exhibit C

