

7

2002 118502

2002 DEC 20 PM 12: 25

RECORDED
INDEXED

**AGREEMENT PARTIALLY RELEASING AND AMENDING RIGHT OF WAY GRANT
SHELL NORTH PIPELINE - RIGHT OF WAY NO. 823**

STATE OF INDIANA]
 : ss:
COUNTY OF LAKE]

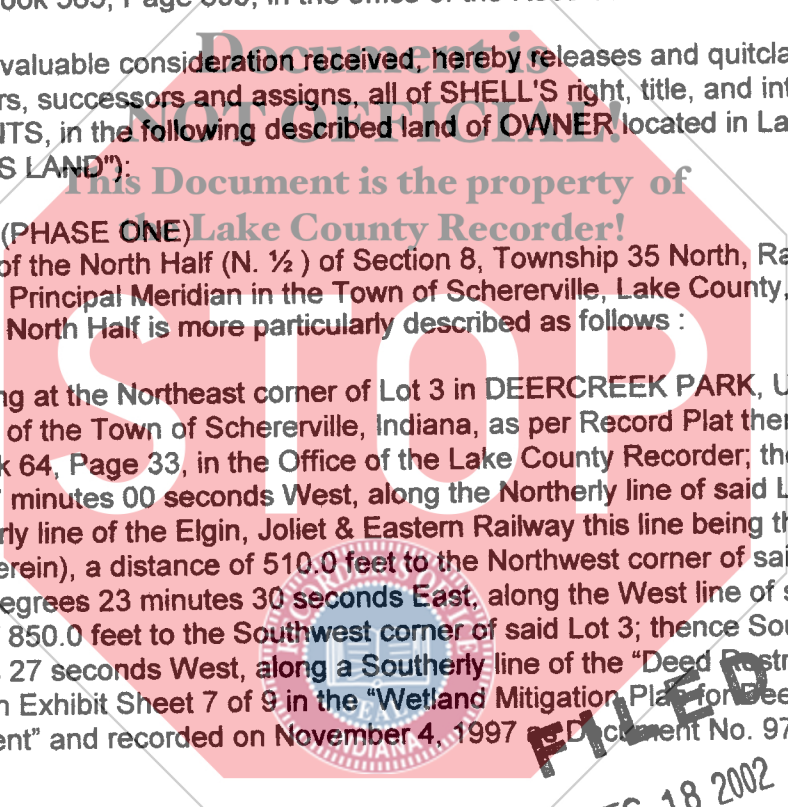
THIS IS AN AGREEMENT dated 10-5- 2002, between SHELL PIPELINE COMPANY LP, a Delaware limited partnership company ("SHELL"), with offices at Two Shell Plaza (P.O. Box 2648) in Houston, Texas 77252, and Deer Creek Holdings, LLC ("OWNER") of Lake County, Indiana.

RELATING to the PIPELINE EASEMENT (EASEMENT) and rights granted to Shell Oil Company, SHELL'S predecessor, in certain lands in Lake County, Indiana, by grant dated February 19, 1952, from Marguerite M. Parry and Vernon Parry, her husband, and recorded on April 12, 1952, in Book 565, Page 399, in the office of the Recorder of Lake County, Indiana.

SHELL, for valuable consideration received, hereby releases and quitclaims to OWNER and OWNER'S heirs, successors and assigns, all of SHELL'S right, title, and interest under the EASEMENT GRANTS, in the following described land of OWNER located in Lake County, Indiana ("OWNER'S LAND"):

PARCEL 1 (PHASE ONE)
Part of the 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 Record Plat thereof appearing in Plat Book 64, Page 33, in the Office of the Lake County Recorder; thence South 69 degrees 17 minutes 00 seconds 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 degrees 23 minutes 30 seconds East, along the West line of said Lot 3, a distance of 850.0 feet to the Southwest corner of said Lot 3; thence South 89 degrees 50 minutes 27 seconds 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



FILED

DEC 18 2002
PETER BENJAMIN
LAKE COUNTY AUDITOR

001400

21-
N.H.
3/12/12
2012

distance of 1123.18 feet to the point of beginning; thence South 00 degree 09 minutes 33 seconds East, a distance of 190.00 feet; thence South 89 degrees 50 minutes 27 seconds West, a distance of 24.72 feet; thence South 00 degree 09 minutes 33 seconds East, a distance of 140.00 feet; thence North 89 degrees 50 minutes 27 seconds East, a distance of 505.53 feet; thence South 18 degrees 20 minutes 53 seconds West, a distance of 57.88 feet; thence South 65 degrees 13 minutes 37 seconds East, a distance of 197.17 feet; thence South 24 degrees 46 minutes 23 seconds West, a distance of 19.92 feet; thence South 65 degrees 13 minutes 37 seconds East, a distance of 130.00 feet; thence South 24 degrees 46 minutes 23 seconds West, a distance of 682.94 feet; thence Easterly, along a non-tangent curve, concave to the South having a radius of 280.00 feet, an arc length of 100.91 feet (the chord of which bears South 77 degrees 49 minutes 45.5 seconds East, a chord distance of 100.37 feet) to a point of reverse curve; thence Easterly, along said reverse curve, having a radius of 200.00 feet, an arc distance of 20.65 feet (the chord of which bears South 70 degrees 27 minutes 44 seconds East, a chord distance of 20.64 feet; thence South 00 degree 09 minutes 33 seconds East, a distance of 175.51 feet to a point on the North line of a strip of land deeded to Texas Eastern Transmission Corp. by Quit Claim Deed recorded April 14, 1972 as Document No. 144350; thence South 89 degrees 44 minutes 21 seconds West, along said North line, a distance of 713.17 feet, to a point of deflection in said North line; thence North 84 degrees 03 minutes 59 seconds West, along said deflected North line, a distance of 160.17 feet to another point of deflection in said North line; thence South 70 degrees 03 minutes 21 seconds West, along said deflected North line, a distance of 51.24 feet to another point of deflection in said North line; thence South 89 degrees 44 minutes 21 seconds West, along said deflected North line, a distance of 256.54 feet, to a point on the Easterly line of said "Deed Restricted Area"; thence North 01 degrees 00 minute 13 seconds West, along said Easterly line, a distance of 356.17 feet; thence North 89 degrees 50 minutes 27 seconds East, a distance of 362.41 feet; thence North 00 degree 09 minutes 33 seconds West, a distance of 709.59 feet; thence North 35 degrees 45 minutes 28 seconds West, a distance of 40.05 feet, to a point on the North/South centerline of said Section 8; thence North 01 degrees 04 minutes 08 seconds West (North 01 degrees 00 minute 13 seconds East plat), along said North/South centerline, a distance of 267.88 feet, to a point on said Southerly line of the "Deed Restricted Area"; thence North 89 degrees 50 minutes 27 seconds East, along said Southerly line, a distance of 267.29 feet, to the point of beginning. This parcel contains 24.600 acres, more or less, all in the Town of Schererville, Lake County, Indiana.

as shown in Corporate Deed dated April 19, 2002 from R.M. Teibel & Associates, Inc., as recorded in the office of the Recorder of Lake County, Indiana.

EXCEPTING, HOWEVER, A strip of land 60 feet wide, lying in the North Half of Section 8, Township 35 North, Range 9 West of the Second Principal Meridian in the Town of Schererville, Lake County, Indiana, across that part of OWNER'S LAND which is more particularly described as follows ("EASEMENT AREA"):

DESCRIPTION: Being a parcel of land Commencing at the Northeast corner of Lot 3 in Deercreek Park, Unit 3, a subdivision of the Town of Schererville, Indiana, as per plat thereof appearing in Plat Book 64, page 33, in the Office of the Recorder of Lake County, Indiana; thence South 69 degrees 17 minutes 00 seconds 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 degrees 23 minutes 30 seconds East, along the West line of said Lot 3, a distance of 850.0 feet to the Southwest corner of said Lot 3; thence South 89 degrees 50 minutes 27 seconds West along a Southerly line of "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 1330.46 feet to the point of beginning; thence South 01 degrees 04 minutes 08 seconds East parallel with and 60 foot East of the North/South centerline of said Section 8; a distance of 1359.86 feet to a point on the North line of a strip of land deeded to Texas Eastern Transmission Corp. by Quit Claim Deed recorded April 14, 1972 as Document No. 144350; thence North 84 degrees 03 minutes 59 seconds West along said North line, a distance of 60.45 feet to a point on the North/South centerline of said Section 8; thence North 01 degrees 04 minutes 08 seconds West along said North/South centerline a distance of 1353.45 feet to a point on said Southerly line of "Deed Restricted Area"; thence North 89 degrees 50 minutes 27 seconds East along said Southerly line, a distance of 60.01 feet to the point of beginning, all in the Town of Schererville, Lake County, Indiana.

As shown in Exhibit B, and made being made part of this AGREEMENT.

in which EASEMENT AREA, the easement, and all rights granted by the EASEMENT shall remain in full force and effect;

AND RESERVING to SHELL and its successors and assigns the rights of ingress and egress over and across OWNER'S LAND to and from the EASEMENT AREA, for all purposes necessary or desirable to fully exercise and enjoy the easement and rights under the EASEMENT, including, but not limited to; any maintenance, inspection, testing, repair, replacement of the pipelines, or any associated appurtenances, and any clearing of any non-ornamental, undesirable, or woody growth within the EASEMENT AREA.

IN CONSIDERATION of the foregoing release and quitclaim, OWNER (a) ratifies and confirms the EASEMENT as herein reserved by SHELL, as well as the location of SHELL'S existing pipelines ("PIPELINE FACILITIES") on OWNER'S LAND, and (b) agrees to the following as amendments of the EASEMENT:

1. Without exception: (a) no buildings or other permanent structures shall ever be constructed, nor any water ever impounded, within the EASEMENT AREA; (b) no excavation shall ever be made within or adjacent to the EASEMENT AREA, that does or might impair the support of, or otherwise damage or put at risk, any of the PIPELINE FACILITIES in the EASEMENT AREA; and (c) no trees shall ever be planted within the EASEMENT AREA.

2. OWNER shall have the right to cultivate crops, gardens, shrubs, and hedges within the EASEMENT AREA, and of passage over and across the same; but no road, pavement, or crossing of the EASEMENT AREA with underground sewer or utility line or drainage ditch shall ever be installed within the EASEMENT AREA, except on the following conditions: (a) not less than ninety (90) days prior to commencing any installation within the EASEMENT AREA, OWNER shall give SHELL written notice, including a proposed plan of installation, and mailed to: Shell Pipeline Company LP, ATTN: Maintenance Supervisor, 8600 W. 71st Street, Argo, IL 60501; (b) all other buried utilities proposed to be installed by OWNER within the EASEMENT AREA, not crossing over/under, and parallel to the existing pipeline, shall be within the 10-foot Utility Easement as provided and shown in Exhibit B; (c) upon SHELL'S written approval of any improvement within the EASEMENT AREA, OWNER is required to comply with all of SHELL'S written requirements pertaining to Right of Way encroachment; (d) if SHELL so demands, OWNER shall deposit with SHELL a sum equal to the estimated cost to it of such work and materials as SHELL may deem necessary to protect, inspect, lower, encase or otherwise adjust any portion of the pipeline facilities under or near the proposed installation; and (e) whether or not SHELL had demanded or received such deposit, owner shall reimburse SHELL, upon demand, for the total actual cost to it of such protective work and materials. Such deposit, if received, shall be applied by SHELL to such reimbursement; and any unapplied balance hereof shall be refunded to OWNER.

3. SHELL shall have the right to install and maintain any required marker signs within the EASEMENT AREA, and will not be obligated to replace any paved surfaced, or any other surface improvement placed within the EASEMENT AREA, damaged as a result of exercising any of the granted rights.

OWNER covenants with SHELL that OWNER is the owner of the above-described land and has the right, title and capacity to execute this instrument.

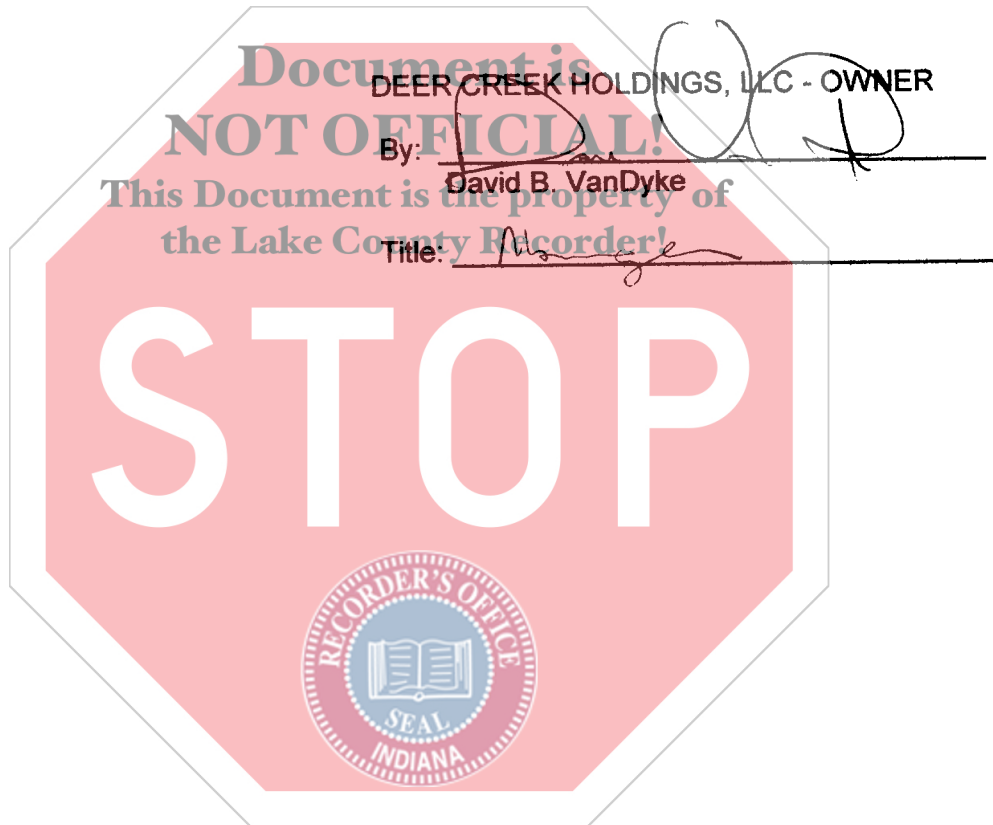
THIS AGREEMENT has no application to, and shall not affect in any way, SHELL'S easements and rights in any of the lands described in the EASEMENT other than OWNER'S LAND.

THIS AGREEMENT (including SHELL'S releases and quitclaims, and SHELL'S reservations) shall run with OWNER'S LAND, and shall bind and benefit OWNER'S heirs, successors and assigns, and SHELL'S successors and assigns.

EXECUTED November 5, 2002.

SHELL PIPELINE COMPANY LP

By: W. J. Klein
W. J. Klein, Attorney-in-Fact

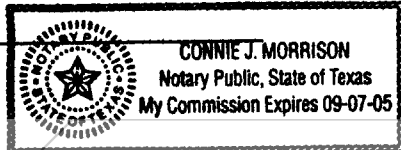


STATE OF TEXAS |
 | SS:
COUNTY OF HARRIS |

Before me Connie J. Morrison, a Notary Public, this 26th day of Nov, 2002, personally appeared SHELL PIPELINE COMPANY LP by William J. Klein, its Attorney-in-Fact, and acknowledged the execution of the foregoing instrument.

Connie J. Morrison
Notary Public

My Commission Expires:



STATE OF INDIANA |
 | SS:
COUNTY OF LAKE |

Before me Alicia M. GUNDERSON, a Notary Public, this 5th day of NOVEMBER, 2002, personally appeared DEER CREEK HOLDINGS LLC by David B. VanDyke, its MANAGER, and acknowledged the execution of the foregoing instrument.

Alicia M. Gunderson
Notary Public

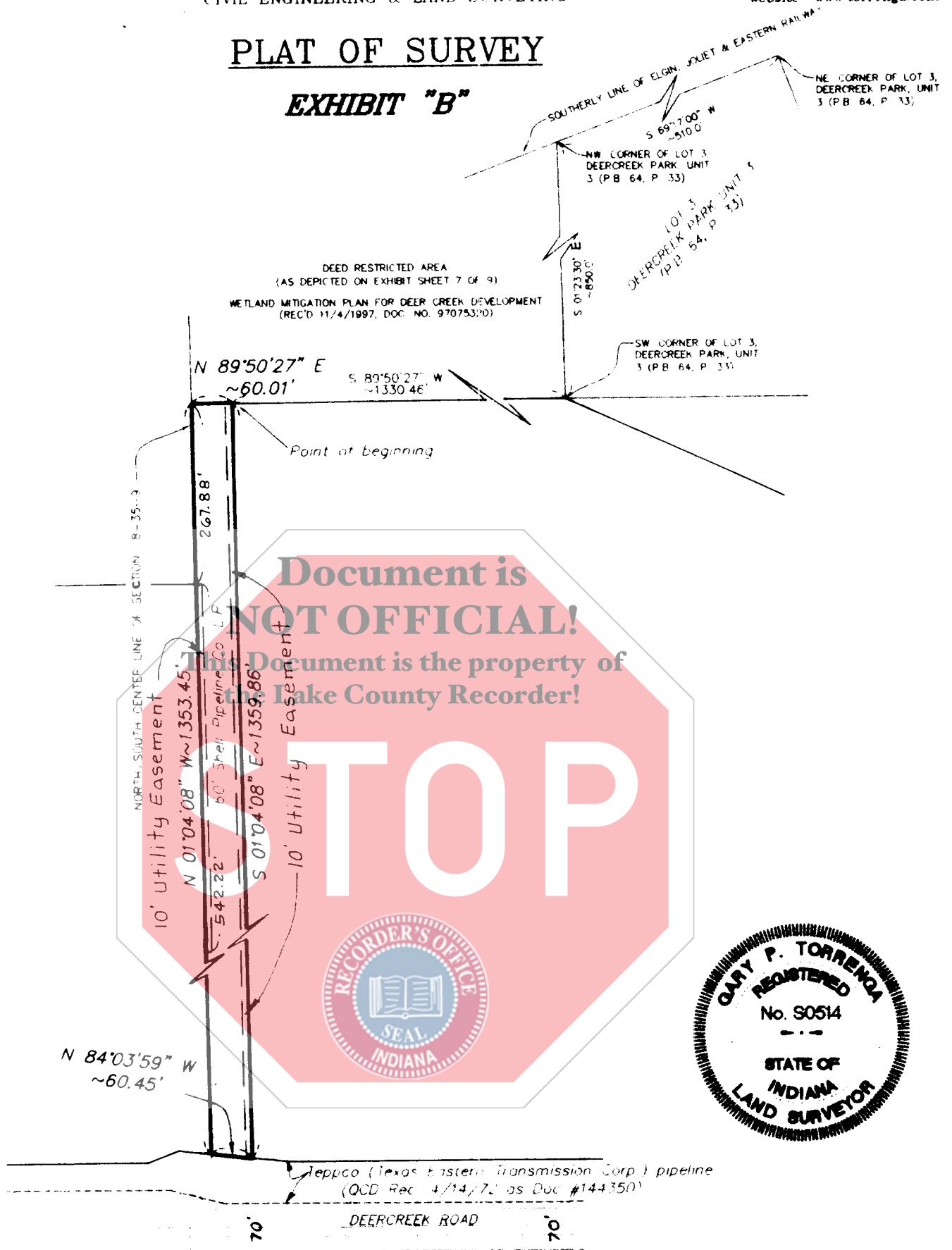
My commission expires: 4/11/09



When recorded, return to:
SHELL PIPELINE COMPANY LP
ATTENTION: Land Department
P.O. Box 2648
Houston, TX 77252

PLAT OF SURVEY

EXHIBIT "B"



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

STOP

RECORDER'S OFFICE
SEAL
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 } SS



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

SCALE: 1 IN = 200 FT
DATE: June 19, 2002 REV: 7-10-2002
FLD BK: PG: DRAWN:

TORRENGA ENGINEERING, INC.
Gary P. Torrenge
GARY P. TORRENGA - Registered Professional Engineer No. 18378
and Registered Land Surveyor No. S0514

PREPARED FOR
JOB: 5230-01 FILE NO:

NOTE: Contractors or builders should be notified to carefully test and compare on the ground the points, measurements 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 difference between the same to the surveyor that misunderstanding, displacements of points, etc., may be corrected before damage is done.