

CHICAGO TITLE *JLSCM*

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**SECOND AMENDMENT TO  
ROADWAY AND UTILITY EASEMENT**  
(Schererville, Indiana)

82657c Inu

2011 SEP 18 57

This Second Amendment to Roadway and Utility Easement (this "Amendment") is made and entered into between Wood River Pipe Lines, LLC, a Delaware limited liability company ("Grantor") and RB Schererville Crossings, LLC, a Delaware limited liability company ("Grantee").

**RECITALS**

A. ConocoPhillips Pipe Line Company, a Delaware corporation, and ConocoPhillips Company, a Delaware corporation, predecessors in interest to Grantor, and Grantee entered into that certain Roadway and Utility Easement dated as of October 4, 2007, and recorded on November 13, 2007, under Document Number 2007-089800 with the Lake County Clerk, Lake County, Indiana, as amended by that certain First Amendment to Roadway and Utility Easement dated as of October 8, 2009, and recorded on October 30, 2009, under Document Number 2009-072861 with the Lake County Clerk, Lake County, Indiana (as amended, the "Easement Agreement").

B. Pursuant to Section 4 of the Easement Agreement, it was contemplated that the Improvements would be constructed by October 4, 2011 (the "Completion Deadline"). As of the date of this Amendment, the Improvements have not yet been constructed. Grantee has requested, and Grantor has agreed to further extend, the Completion Deadline as provided for herein.

C. Grantor and Grantee have agreed to amend the Easement Agreement to evidence the extension of the Completion Deadline.

D. Except as otherwise expressly provided for herein, capitalized terms used herein shall have the same meaning as set forth in the Easement Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Grantor and Grantee agree to amend the Easement Agreement as follows:

1. Recitals. Grantor and Grantee ratify and confirm the above recitals.
2. Timing to Commence. The Completion Deadline is hereby extended to October 4, 2013.
3. Continued Effect. Except as amended hereby, the Easement Agreement shall remain in full force and effect in accordance with its original terms and conditions.
4. Counterpart and Facsimile Execution. This Amendment may be executed in a number of identical counterparts, and a facsimile transmission shall be binding on the party or parties whose signatures appear thereon. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one amendment, but in making proof of this Amendment, it shall not be necessary to produce or account for more than one such counterpart.

[SIGNATURE PAGES IMMEDIATELY FOLLOW]

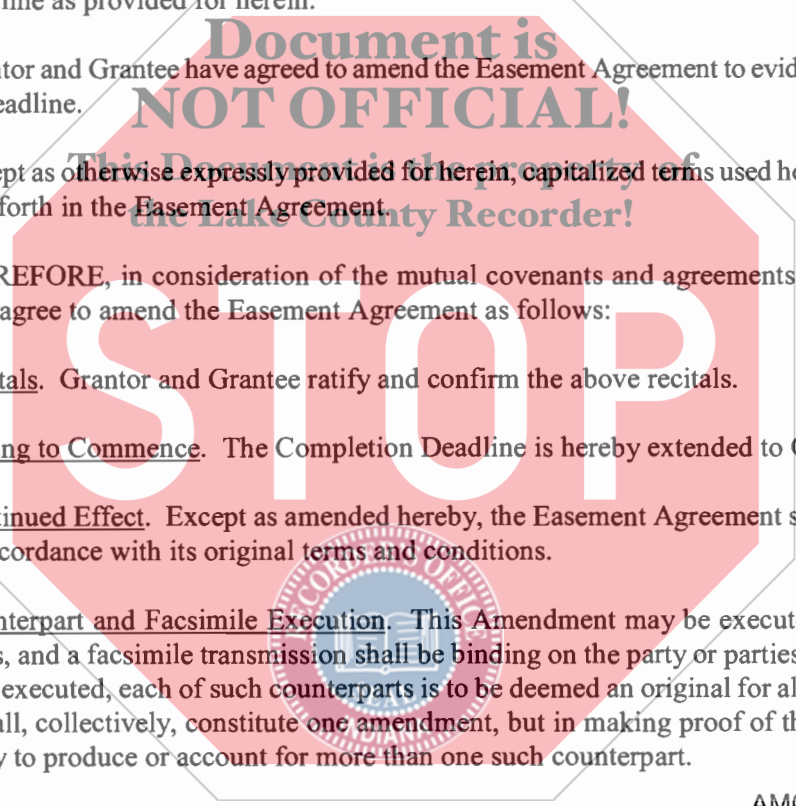
**FILED**

SEP 20 2011

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

028847

AMOUNT \$ 1800  
 CASH \_\_\_\_\_ CHARGE CT  
 CHECK # \_\_\_\_\_  
 OVERAGE \_\_\_\_\_  
 COPY \_\_\_\_\_  
 NON-COM \_\_\_\_\_  
 CLERK RW



AMOUNT \$ 1800

RECORDED  
 2011 SEP 21 4:48 PM  
 REC'D

DATED effective as of August 5<sup>th</sup>, 2011.

**GRANTEE:**

**RB SCHERERVILLE CROSSINGS, LLC,**  
a Delaware limited liability company

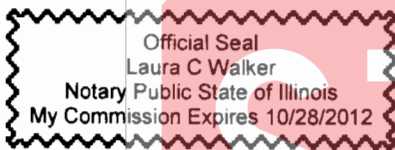
By: **Regency Realty Group, Inc.,**  
a Florida corporation,  
its Managing Member

By: *Nick Wibbenmeyer*  
Name: **Nick Wibbenmeyer**  
Title: **Vice President**

STATE OF Illinois

COUNTY OF DuPage

This instrument was acknowledged before me on this 5<sup>th</sup> day of August, 2011, by Nick Wibbenmeyer, the Vice President of Regency Realty Group, Inc. a Florida corporation, Managing Member of RB Schererville Crossings, LLC, a Delaware limited liability company, on behalf of said limited liability company.



*Laura C Walker*  
Notary Public Signature

DuPage  
Notary's County of Residence

(PERSONALIZED SEAL)

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each  
Security number in this document, unless required by law Andrea A Plasencia

