

# NOT AN OFFICIAL DOCUMENT

**FILED**

Jan 13 2022 LM  
JOHN E. PETALAS  
LAKE COUNTY AUDITOR

2022-502480  
01/14/2022 10:46 AM  
TOTAL FEES: 25.00  
BY: JAS  
PG # : 9

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
GINA PIMENTEL  
RECORDER

AFTER RECORDING RETURN TO:  
Right of Way Department  
Buckeye Farmers, L.P.  
6161 Hamilton Boulevard  
Allentown, Pennsylvania 18106

BU: XF001XB  
RW: 26  
Ross Township  
Lake County, Indiana

PIN: 45-12-19-378-001.000-030

(Above Space for Recorder's Use Only)

## ENCROACHMENT AGREEMENT

STATE OF INDIANA

COUNTY OF LAKE

§  
§ KNOW ALL MEN BY THESE PRESENTS:  
§

This Encroachment Agreement ("Agreement") is made and entered into by and between BUCKEYE PIPE LINE COMPANY, L.P., a Delaware limited partnership, (hereinafter referred to as "COMPANY") whose address is 6161 Hamilton Boulevard, Allentown, Pennsylvania 18106, and RGR39, LLC, (hereinafter referred to as "ENTITY"), whose address is 912 Avenue H, STE 1, Griffith, IN 46319.

WITNESSETH:

WHEREAS, COMPANY is the owner of a certain high pressure petroleum products pipeline and appurtenances (hereinafter referred to as "Facilities" or "Pipeline" or "Pipeline(s)") by virtue of a right of way document covering a tract of land as described in the following instrument:

That certain Right Of Way grant dated May 29, 1891, filed for record on October 19, 1891, in Miscellaneous Record No 9, Page 403, in the Recorder's Office of Lake County, State of Indiana, J.B. Roushelange, granted unto the Indiana Pipe Line Company a right of way to lay, maintain and operate pipe lines (not exceeding two) for the transportation of oil over and through lands being the east half of the SW 1/4 of Sec 19 Twp 35N R 8W (hereinafter referred to as "Easement").

WHEREAS, ENTITY is the present owner of a certain tract of land by that certain Quitclaim Deed, dated August 9, 2021, filed for record on August 10, 2021, in the office of the Lake County Recorder, State of Indiana, as Document No. 2021-054582, hereinafter referred to as the ("Land"), and being more particularly described as follows:

LOT 39 IN BRS INDUSTRIAL PARK, AN ADDITION TO THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 85 PAGE 17, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Commonly known as: Vacant Land, W 83<sup>rd</sup> Place, Merrillville, IN 46410  
Parcel No.'s 45-12-19-378-001.000-030

Said Land is subject to the above-described Easement document, and

# NOT AN OFFICIAL DOCUMENT

WHEREAS, ENTITY desires to develop and construct a concrete driveway apron and curb and gutters, sidewalks, an asphalt pavement driveway within COMPANY'S Easement as depicted in plans developed by SUMAC/Georgiou & Associates Architects, titled "BRS IND. PARK-LOT 39", dated 07/13/2021, and identified as Project No. 21-1024, which will encroach upon COMPANY'S Pipeline and Easement. These encroachments are more specifically shown on Sheet C103 "Site Plan", Sheet C104 "Grading Plan", Sheet C203 "Construction Details", and sheet L-001 "Landscape Plan (developed by "sumac)", which all three are attached hereto and made a part hereof as Exhibit "A", Exhibit "B", "Exhibit "C", and Exhibit "D" (hereinafter referred to as "Encroachment"); and,

WHEREAS, COMPANY and ENTITY agree that the existence of the Encroachment: (a) conflicts with the purpose and character of the Easement; and (b) interferes with and obstructs COMPANY'S rights, obligations, and abilities to operate, maintain, replace, and access the Pipeline(s); and,

WHEREAS, ENTITY desires to obtain COMPANY'S consent to encroach on the Easement and Pipeline; and,

WHEREAS, COMPANY, under the terms hereinafter stated, is willing to permit the Encroachment.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, COMPANY hereby agrees to accommodate the Encroachment subject to the following terms and conditions:

## 1. GENERAL GUIDELINES:

All construction activity of any kind, including, but not limited to, movement or storage of equipment or materials, boring, and excavation must comply with the most current version of the COMPANY'S "Right of Way Use Restrictions Specification".

## 2. DRAWINGS AND RECORDS:

Any deviation from the implementation of the plans prepared by SUMAC/Georgiou & Associates Architects, titled "BRS INDUSTRIAL PARK-LOT 39 DEVELOPMENT, 4069 W. 83<sup>rd</sup> Place, Merrillville, IN.", dated 07/13/2021 and identified as Project No. 21-1024, shall require additional review and approval by COMPANY as they relate to the Facility and Easement.

## 3. INDEMNIFICATION:

ENTITY will indemnify, save, hold harmless, and at COMPANY'S option, defend COMPANY, its parent and affiliated companies and their directors, officers, employees, and agents of each such Company from any and all claims, demands, costs (including without limitation reasonable attorneys' and expert witnesses' fees and court costs), reasonable expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings for injury or death to persons or damage or loss of property, real or personal, environmental damages, including those made or incurred by COMPANY of its parent or affiliated companies and their directors, officers, employees, and agents of such Company, or third parties, or governmental agencies in any way arising from or connected with the existence, construction, operation, maintenance, relocation, or removal of the Encroachment, except those arising from COMPANY'S negligence.

## 4. LIABILITY:

In the event that the existence, construction, operation, maintenance, relocation, or removal of the Encroachment causes COMPANY to incur any cost that in any manner reasonably relates to COMPANY'S operation, maintenance, removal, repair, replacement, protection, construction, alteration, relocation, changing the size of, addition to and/or inspection of the Pipeline(s) or the cleanup or handling of any spills of petroleum products, ENTITY, its successors or assigns, agrees to reimburse COMPANY for any and all

# NOT AN OFFICIAL DOCUMENT

such reasonable costs that would not have been incurred but for the existence of the Encroachment. ENTITY hereby agrees that COMPANY will not be held liable for any damages to the Encroachment arising from COMPANY'S operation, maintenance, removal, repair, replacement, protection, construction, alteration, relocation, changing the size of, addition to and/or inspection of the Pipeline(s).

## 5. WAIVERS:

COMPANY and ENTITY agree that the existence of the Encroachment does not constitute a waiver of COMPANY'S express rights under the aforesaid Easement or any other rights which may be implied by law or equity.

## 6. BREACH OF TERMS:

- 6.1. In the event that ENTITY breaches any of the terms, covenants, or provisions of this Agreement and fails to remedy such breach within thirty (30) days of written notice by the Company, the COMPANY reserves the right to revoke the agreement in its entirety, prevent the ENTITY from continuing any activity in violation of the terms of this agreement or the COMPANY'S rights under its easements and/or prior agreements. Additionally, in the event of such a breach by ENTITY, the COMPANY will make any necessary repairs or adjustments to its pipeline(s) or right of way caused by such breach at the expense of the ENTITY.
- 6.2. In the event that ENTITY breaches any of the terms, covenants, or provisions of this Agreement, and COMPANY commences litigation to enforce any provisions of this Agreement and prevails, the cost of reasonable attorneys' fees and the attendant expenses will be payable to COMPANY by ENTITY upon demand.
- 6.3. If construction on the aforementioned project is not initiated within one calendar year of the date of this letter of agreement, the Company shall have the right to reconsider the condition and privileges herein granted, and have full right to alter same, dependent upon, current protocol.

## 7. BINDING COVENANT

The terms and conditions of this Agreement will constitute covenants running with the land and will be binding upon and inure to the benefits of the parties hereto, their successors and assigns.

*(remainder of page intentionally blank; signatory pages to follow)*

# NOT AN OFFICIAL DOCUMENT

IN WITNESS WHEREOF, we have hereunto set out hands on this the 11 day of January 2021<sup>2</sup>

## COMPANY:

Signed in the presence of:

Sign: 

Print: Jeannette McBryan

**BUCKEYE PIPE LINE COMPANY, L.P.**

a Delaware limited partnership

By: Mainline L.P., its General Partner

By: Mainline GP, LLC, its General Partner

By: 

David G. Boone

Sr. Manager, Right of Way,

Real Estate & Damage Prevention

## ENTITY:

Signed in the presence of:

Sign: 

Print: NICHOLAS GEORGIDA

RGR39, LLC

By: 

Carlos Ruiz, Jr.

Manager

*(remainder of page intentionally blank; acknowledgements to follow)*

# NOT AN OFFICIAL DOCUMENT

## ACKNOWLEDGEMENTS

COMMONWEALTH OF PENNSYLVANIA :

§

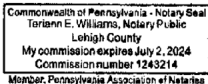
COUNTY OF LEHIGH :

On this 11th day of January, ~~2022~~ 2022, the above-named David G. Boone, acting in his capacity as Senior Manager, Right of Way, Real Estate and Damage Prevention of MainLine GP, LLC, a Delaware limited liability company, personally appeared before me and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of MainLine GP, LLC acting as the sole general partner of MainLine L.P., a Delaware limited partnership, with MainLine L.P. acting as the sole general partner of Buckeye Pipe Line Company, L.P., a Delaware limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

*Teriann E. Williams*

Notary Public



STATE OF Indiana §

§

COUNTY OF Lake §

On this 10th day of December, 2021, before me the subscriber, a Notary Public in and for said County appeared Carlos Ruiz, Jr., to me personally known, who, being by me duly sworn, did say that he is the Manager, and authorized signatory, of RGR39, LLC, and he acknowledged the execution of said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



*Mary Ellen Radcliffe*  
Notary Public

This instrument prepared by Jana E. Oltzoff, Right of Way Specialist – West Region, Buckeye Partners, L. P., 5521 West Lincoln Highway, Crown Point, IN 46307

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.  
-- Jana E. Oltzoff





1100 South Main Street  
Suite 200  
Indianapolis, IN 46202  
P: (317) 634-1700  
F: (317) 634-1701  
www.dvg.com



SUMAC/Georgiou &  
Associates Architects  
912 W. Avenue H, Suite 2  
Griffith, IN, 46319

DATE	
ISSUED FOR	

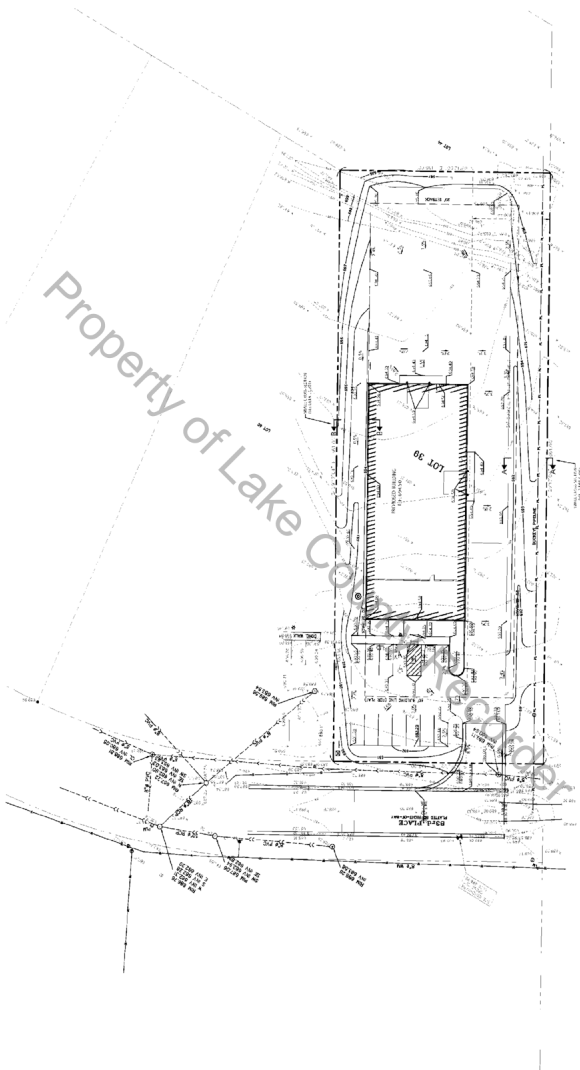
Grading Plan  
BRS IND. PARK-LOT 39



DATE: 08/19/2011  
DRAWN BY: [Signature]  
CHECKED BY: [Signature]

C104

Exhibit "B"



Sheet 1 of 1





