

27444

Texaco, Inc. / Legal Dept. / P.O. Box 2420 / Tulsa, Okla. 74102

AGREEMENT

THIS AGREEMENT, Made and entered into this 18th day of July, 1969, by and between FREEPORT BRICK COMPANY, a corporation, hereinafter called "Owner," and TEXACO-CITIES SERVICE PIPE LINE COMPANY, a corporation, hereinafter sometimes called "Company."

This Document is the property of the Lake County Recorder!

WHEREAS, Company has heretofore and prior to the year 1968 constructed and has presently in place and is operating and maintaining an 18-inch pipe line and a 6-inch pipe line over, under, through and across the West 25 feet of Lots 1 to 24, inclusive, in Block 16, of L. P. Hammond's Subdivision in the City of Gary, Lake County, Indiana, as shown in Plat Book 1, Page 92, of the records of Lake County, Indiana, and other lands; and

WHEREAS, in that certain quitclaim deed dated August 26, 1968, between Texaco-Cities Service Pipe Line Company, as grantor, and Lake County Trust Company, as Trustee under Trust No. 1171, as grantee, and recorded as Document No. 267188 of the records of Lake County, Indiana, Company reserved and retained and is now the owner of that certain easement and right-of-way through, over and across the West 25 feet of the aforesaid Lots 1 to 24, inclusive, to lay, construct, operate, maintain, inspect, repair, replace, change the size of, and remove pipe line or pipe lines, in whole or in part, for the transportation of gas, oil, petroleum, or any of its products, water and other substances, and such other underground equipment and appurtenances as may be necessary or incidental for such operations, Company selecting the route therefor upon, over and through the West 25 feet of the aforesaid Lots 1 to 24, inclusive; and

WHEREAS, Owner represents that it is the owner in fee simple absolute of the surface of said Lots 1 to 24, inclusive, subject only to said easement and right-of-way; and

WHEREAS, Owner desires to construct on said land and over said pipe lines a railroad spur track; and

WHEREAS, Owner proposes to protect the pipe lines of Company by means of a bridge over said pipe lines and supporting said railroad spur track and has submitted a design, as shown on Drawing F-1096 Rev. 2, Sh. 3 of 7, a true and correct copy of which is attached hereto and made a part hereof:

NOW, THEREFORE, in consideration of the premises, the consent of the Company as herein stated, and the mutual covenants and agreements between them to be kept and performed, as hereinafter set forth, it is mutually agreed by and between the parties as follows:

- 1. Subject to the condition that and so long as Owner shall keep and perform the covenants and agreements on its part to be kept and performed, Company consents that Owner may construct, maintain and operate said bridge, as shown on said Drawing F-1096 and as attached hereto, and to construct said railroad spur track; provided, however, and Owner expressly covenants and agrees that this agreement shall be subject, in all respects, to the reservations, restrictions, covenants and conditions stipulated in the quitclaim deed hereinabove more particularly described.
2. Company shall have the right to have its inspector at the site of construction of the aforesaid bridge and spur track at all times while equipment is being operated over and around Company's pipe lines or during any construction activity by or on behalf of Owner which Company, in its sole discretion, deems and considers to be hazardous to Company's pipe lines or either of them.

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3. Owner shall reimburse Company, upon presentation of Company's invoice therefor, for the actual cost of inspection by Company's inspector (estimated to be approximately \$93.00 per day) and which will include but not be limited to salary, payroll taxes, employee benefit costs, personal and traveling expenses, vehicle expense and related indirect costs. It is understood the inspector will have checked in and out, with the Freeport Brick Company contractor on said days of inspection. *FR*

4. At any time or times and from time to time whenever in the sole judgment and discretion of Company it may deem it necessary or desirable for any and all purposes of reconstruction, renewal, operation, maintenance, inspection, alteration, repair or removal of said pipe lines or either of them, or any of its appurtenances, and for the exercise of any and all rights which Company has by virtue of said easement and right-of-way, then Company shall notify Owner thereof by notice directed to the Owner as follows:

Freeport Brick Company
Drawer F
Freeport, La. 16239

Except as is hereinafter provided in the case of emergency repairs, Owner shall, within ten (10) days after being notified by Company as aforesaid, remove all rails, ties and concrete slabs from the bridge over said pipe lines at the sole cost and expense of the Owner in order that Company may proceed with and complete with due diligence and dispatch such work of reconstruction, renewal, operation, maintenance, inspection, alteration, repair or removal of its pipe lines or appurtenances or any of them as in its judgment may be necessary. At any time or times and from time to time whenever the circumstances are such as in the sole judgment and discretion of the Company constitute an emergency which requires the immediate repair or reconstruction of Company's pipe lines or facilities or any of them, then Owner, immediately upon being so notified by Company as aforesaid, shall forthwith remove all rails, ties and concrete slabs from the bridge over said pipe lines at the sole cost and expense of Owner in order that Company may commence without delay and complete with due diligence and dispatch such emergency work of repair or reconstruction of its pipe lines or appurtenances or any of them as may be necessary. In any of the above events, upon completion of the work to be done by Company, Company shall notify Owner thereof. Thereupon Owner may at its own cost and expense restore the concrete slabs, ties and rails which it removed from the bridge to enable Company to work on its pipe lines and facilities.

5. Owner covenants and agrees that all construction, maintenance, operation, repairs and work of any kind done or performed on or about said bridge or said railroad spur track, or its appurtenances, in the vicinity of Company's pipe lines or either of them shall be done in such manner as not to endanger or cause damage to Company's said pipe lines or either of them or its appurtenances.

6. This agreement shall be a covenant running with the land and be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this instrument as of the month, day and year first above written.

FREEPORT BRICK COMPANY

By *F. H. Lamb* President

Sca
H. M. M.
TEXACO-CITIES SERVICE PIPE LINE COMPANY

By *W. C. Montgomery* President

ATTEST:
R. Kay Wofford
Secretary

ATTEST:
J. M. Musgrave
Secretary

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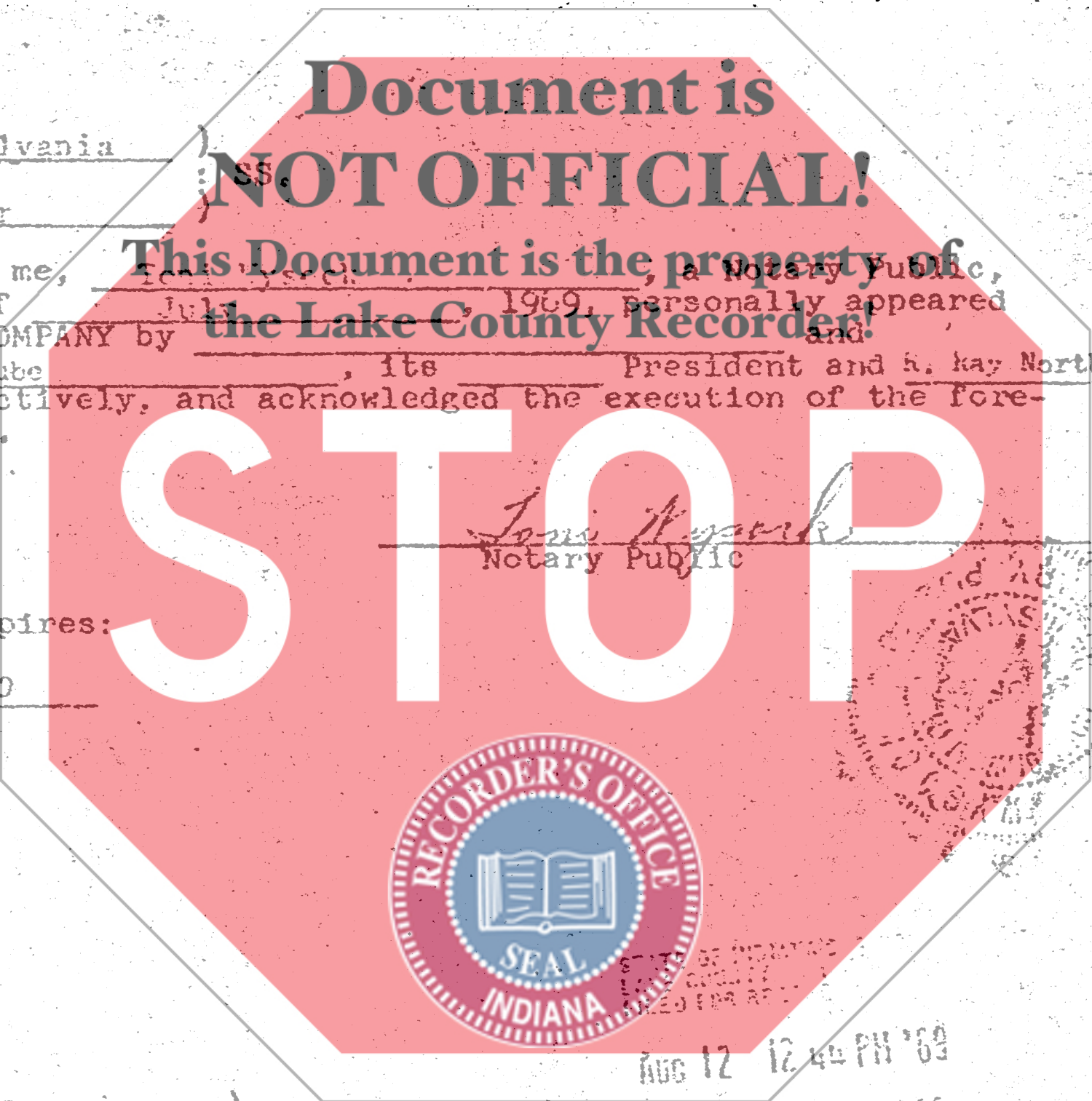
STATE OF Pennsylvania

COUNTY OF Butler

Before me, Louis H. Tatum, a Notary Public,
this 3th day of July, 1969, personally appeared
FREEPORT BRICK COMPANY by F.H. Laube, its
Secretary, respectively, and acknowledged the execution of the fore-
going instrument.

My commission expires:

Sept. 30, 1969



Louis H. Tatum
Notary Public

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ANDREW J. NISSENKO
RECORDER

STATE OF TEXAS

COUNTY OF HARRIS

Before me, Louise H. Tatum, a Notary Public,
this 18th day of July, 1969, personally appeared
TEXACO-CITIES SERVICE PIPE LINE COMPANY by W. C. Montgomery
and S. B. Musgrove, its Vice President and
Secretary, respectively, and acknowledged the execution of the foregoing
instrument.

My commission expires:

June 1, 1971

Louise H. Tatum
Notary Public