

46774

4

Return to: Shell Oil Co.
1507 N. Michigan Rd.
Indianapolis, Ind.

Document is
NOT OFFICIAL!
CONVEYANCE OF PIPE LINE AND EASEMENT

This Document is the property of
the Lake County Recorder!

THIS IS A CONVEYANCE dated December 16, 1969 by SHELL OIL COMPANY, a

Delaware corporation ("Shell") with offices at 50 West 50th Street in New York, New York 10020, to WOLVERINE PIPE LINE COMPANY, a Delaware corporation ("Wolverine") with offices at 30 Rockefeller Plaza in New York, New York 10020.

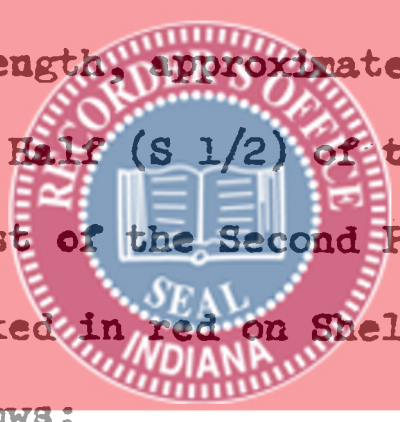
SHELL, for valuable consideration received, hereby:

A. Sells and conveys to Wolverine one underground 16-inch pipe line of approximately 2,392 feet in length, approximately 2,225 feet whereof are located on land of Shell in the South Half (S 1/2) of the North Half (N 1/2) of Section 3, Township 36 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, along the course marked in red on Shell's Drawing GC-931 dated 12-4-69 attached hereto; and described as follows:

Commencing at the Southeast corner of the Northeast Quarter (NE 1/4) of that Section 3; thence North 90 degrees 00 minutes West along the South line of that Quarter 660.10 feet to a point; thence North 80 degrees 37 minutes 06 seconds West 1009.93 feet to an iron pipe; thence North 0 degrees 59 minutes 20 seconds West 33.6 feet to the Point of Beginning, which is also the point of intersection of the pipe line with the common boundary line of land of Shell and land conveyed by Shell to Wolverine by Limited Warranty Deed of the same date as this Conveyance: thence Northwesterly 105 feet to a point which is 54.8 feet North of the South boundary line of Shell's land; and thence Northwesterly 2119.8 feet to a point in an existing fence on Shell's land which is 127 feet North of the South boundary line of that land, as measured along that fence;

and the remaining 167 feet whereof are located on the aforementioned land conveyed by Shell to Wolverine on this date, continuing easterly from the pipe line's point of intersection with the common boundary line of Shell's and Wolverine's lands, to an insulating flange near the east boundary line of the land so conveyed by Shell to Wolverine; and

B. Grants and conveys to Wolverine an easement to maintain, operate, repair, replace, change the size of, and remove that part of the above described 16-inch pipe line located in Shell's land, for the transportation of oil, petroleum, petroleum products, gas, water and any other substance, underground within a strip of that land which is five feet wide, and has, as its center line, the course marked in red on the attached Drawing and above described; together with the rights of ingress and egress over Shell's land to and from the pipe line, as reasonably necessary for any exercise of such easement.



STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
JAN 26 1 41 PM '70
ANDREW J. NICENKO
RECORDER

FILED

JAN 26 1970

Andrew J. Nicenko

See Plat attached Book 40 PG 65

46777A

Document is NOT OFFICIAL!
SHELL warrants that it has unencumbered title to the pipe line hereby conveyed, and the right to sell and convey the same; but beyond the above description thereof, Shell has made and makes no other express warranties, and there shall be no implied warranties, with respect to that pipe line.

STOP
THE EASEMENT and rights hereby conveyed for that part of the pipe line located on Shell's land ("Pipe Line") shall be subject always to the following covenants and conditions:

1. Such easements and rights are conveyed subject to all easements and encumbrances of record, and with warranty by Shell only against the lawful claims of all parties claiming by, through or under Shell.
2. Wolverine shall at all times: keep the Pipe Line in good and safe condition and repair; promptly make all repairs, alterations or replacements thereof that may become necessary to that end; restore and maintain the original grade and condition of the ground whenever and wherever disturbed by any exercise of that easement; and observe all laws, ordinances, rules and regulations of every governmental authority, as well as all of Shell's plant safety regulations, applicable to the Pipe Line or to any operation or activity by or for Wolverine in connection therewith.
3. Wolverine shall indemnify Shell against all claims, suits, loss liability and expense on account of damage to property (including Shell's and Wolverine's) or injury or death of persons (including employees of either Shell or Wolverine) or liens on Shell's land, caused by or arising directly or indirectly out of any exercise of the easement and rights hereby conveyed, or any operation or activity by or for Wolverine in connection therewith; except any such damage, injury or death caused solely by negligent or otherwise wrongful acts or omissions of Shell.
4. Shell reserves the rights to use, and to grant other parties the right to use, its land in any ways not inconsistent with the easement and rights hereby conveyed; and if Shell's construction of improvements or operations on or near the Pipe Line shall, at any time and in Shell's sole judgment, so necessitate, Wolverine shall, at its own expense and within 60 days after its receipt of written notice from Shell, relocate, protect and/or otherwise alter all or any part of the Pipe Line, as Shell may deem necessary to accommodate such improvements or avoid

46774

Document is

NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

STOP




interference with such operations; and this conveyance shall continue to apply to the Pipe Line as thus altered.

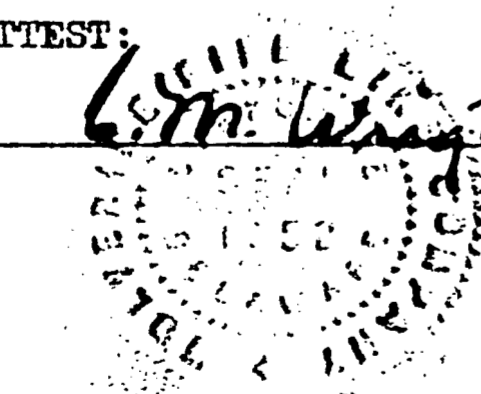
5. The easement and rights hereby conveyed shall continue in effect so long as they are exercised, but shall terminate automatically if Wolverine fails to use the Pipe Line for, or removes and fails to replace it within, a period of twelve consecutive months. After any termination of such easement and rights, Wolverine shall, upon Shell's request by written notice to Wolverine, promptly remove the Pipe Line from Shell's land, and restore the original grade and condition of the ground.

6. The easement and rights hereby granted may not be transferred or encumbered by Wolverine without Shell's prior written consent; but subject thereto, they, as well as these covenants and conditions, shall bind and benefit the successors and assigns of Shell and Wolverine, respectively.

EXECUTED as of the date first herein specified.

ATTEST:  Paul H. Hare
Assistant Secretary

SHELL OIL COMPANY
By Paul F. Reister
Vice President

ATTEST:  W. M. Wright
Secretary

WOLVERINE PIPE LINE COMPANY
By C. H. Albright
President

46777A

Document is NOT OFFICIAL!

STATE OF NEW YORK)
COUNTY OF NEW YORK)

This Document is the property of the Lake County Recorder!

BEFORE me, a Notary Public in and for the above State and County, on this day personally appeared Shell Oil Company, a Delaware corporation, by Mr F. Deisler, Jr., one of its Vice Presidents, and P. J. Morel, one of its Assistant Secretaries, and acknowledged the execution of the foregoing Conveyance of Pipe Line and Easement.

WITNESS my signature and official seal on December 23, 1969.



Katharine A. Martzig

KATHARINE A. MARTZIG
Notary Public, State of New York
No. 52-2565650
Qualified in Suffolk County
Cert. Filed in New York County
Term Expires March 30, 1971

STATE OF NEW YORK)
COUNTY OF NEW YORK)

BEFORE me, a Notary Public in and for the above State and County, on this day personally appeared Wolverine Pipe Line Company, a Delaware corporation, by C. H. Albitz, its President, and C. M. Wright, its Secretary, and acknowledged the execution of the foregoing Conveyance of Pipe Line and Easement.

WITNESS my signature and official seal on December 23, 1969.

Katharine A. Martzig

KATHARINE A. MARTZIG
Notary Public, State of New York
No. 52-2565650
Qualified in Suffolk County
Cert. Filed in New York County
Term Expires March 30, 1971

THIS INSTRUMENT WAS PREPARED
BY: MR. C. M. WRIGHT
50 WEST 50th STREET
NEW YORK, NEW YORK 10020