

MARK B. Sesselman  
P.O. Box 7513  
Chicago, Ill. 60680

796342

PIPELINE EASEMENT

This indenture made this 21<sup>st</sup> day of March, 198<sup>5</sup>, between J. A. Steinberg, not individually or personally but solely as Trustee in Bankruptcy of Energy Cooperative, Inc. pursuant to Order of Court in Case No. 81B-05811 pending in the United States Bankruptcy Court for the Northern District of Illinois c/o 6300 River Road, Rosemont, Illinois 60018, who together with his or its successors and assigns including any subsequent owner of any interest in the Easement Premises hereinafter described, is referred to herein as "Grantor", and Amoco Oil Company, a Maryland corporation, having its principal office at 200 East Randolph Drive, Chicago, Illinois (together with its successors and assigns is referred to hereinafter as "Grantee").

STATE OF ILLINOIS, COUNTY OF COOK, RECORDS DEPARTMENT  
MAR 25 3 59 PM '85

**FILED**

MAR 25 1985

WITNESSETH:

*Lucie O. Thurst*  
AUDITOR LAKE COUNTY

In consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, Grantor does hereby grant unto Grantee, its successors and assigns, an easement for the purpose of construction, installation, operation, maintenance, repair, replacement, and removal of one 10-inch pipeline for the transportation of oil, hydrocarbons, gas, water, liquid propane gas and any other substances whether fluid or solid, any products and derivatives of any of the foregoing, and any combinations and mixtures of any of the foregoing (the "Pipeline") over and

across the following described land situated in the County of Lake, State of Indiana (which Parcel Numbers I, II and III described below are herein collectively referred to as the "Easement Premises"):

PARCEL I

A strip of land 10 feet wide; lying 5 feet measured at right angles on either side of the center line of the land hereinafter described, and being in the Northeast Quarter of Section 19, Township 37 North, Range 9 West of the 2nd Principal Meridian all in Lake County, Indiana.

Commencing at the Northeast corner of the Northeast Quarter of Section 19, Township 37 North, Range 9 West of the 2nd Principal Meridian, said corner also being Amoco Oil Company Monument number 12; thence South 64 degrees 41 minutes 22.5 seconds West 664.65 feet; thence South 00 degrees 25 minutes 47.5 seconds West 1814.55 feet; thence South 58 degrees 50 minutes 48 seconds West 69.14 feet to the point of beginning of this description, said point also being on the East property line of Energy Cooperative Inc. parcel 2 as recorded on March 28, 1984 as Document number 750636 in the office of the Recorder of Lake County, Indiana; thence South 58 degrees 50 minutes 48 seconds West 252.88 feet; thence South 00 degrees 25 minutes 51 seconds West 390.02 feet to a point on the South line of the Northeast Quarter of said Section 19, said South line also being the South property line of Energy Cooperative Inc. as recorded on March 28, 1984 as Document number 750636 in the office of the Recorder of Lake County, Indiana.

PARCEL II

A strip of land 10 feet wide, lying 5 feet measured at right angles on either side of the center line of the land, hereinafter described, and being in the Southwest Quarter of Section 20, Township 37 North, Range 9 West of the 2nd Principal Meridian all in Lake County, Indiana.

14. This Pipeline Easement shall not be binding upon Grantor until approval hereof has been granted by the aforementioned Bankruptcy Court.

IN WITNESS WHEREOF, said the parties hereto have caused its corporation seal to be affixed, and has caused its name to be signed to these presents by its Undersigned Officers, as of this 21<sup>st</sup> day of March, 1985.

GRANTOR:

J. A. Steinberg, as Trustee  
As Trustee as Aforesaid  
J. A. Steinberg

*and not individually  
pursuant to order of Court  
dated 3-21-85*

GRANTEE:

Amoco Oil Company

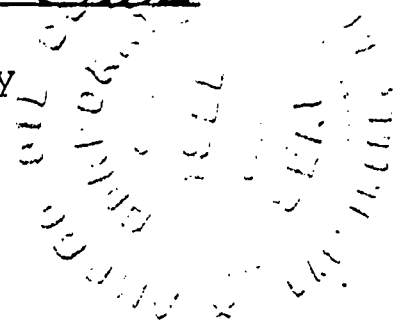
Approved by:

By: M. W. Redeker  
M. W. Redeker  
Director, Real Estate

W. H. T. ...  
REAL ESTATE  
DEPT. SOCC.

Attest: Katherine Duro  
Katherine Duro  
Assistant Secretary

\_\_\_\_\_  
-Judge  
United States Bankruptcy  
Court for the Northern  
District of Illinois;  
Case No. 81B-05811.



\_\_\_\_\_  
(Date)

STATE OF ILLINOIS )  
                          )ss.  
COUNTY OF COOK    )

I, the undersigned, a Notary Public, in and for the county and State aforesaid, DO HEREBY CERTIFY that J. A. Steinberg, Trustee in Bankruptcy as aforesaid, and not individually or personally, and known to me to be the Trustee in Case No.



Commencing at the Northwest corner of the Northwest Quarter of Section 20, Township 37 North, Range 9 West of the 2nd Principal Meridian; said corner also being Amoco Oil Company Monument number 12; thence South 00 degrees 17 minutes 06.5 seconds West along the West line of said Northwest Quarter 2642.87 feet to the Northwest corner of the Southwest Quarter of said Section 20; thence South 00 degrees 16 minutes 23 seconds West 194.51 feet along the West line of the Southwest Quarter of said Section 20, said line also being the West line of Energy Cooperative Inc. parcel 5 as recorded on May 26, 1976 as Document number 352249 in the office of the Recorder of Lake County, Indiana, to the point of beginning of this description; thence North 84 degrees 05 minutes 13.5 seconds East 36.15 feet; thence South 88 degrees 17 minutes 42.5 seconds East 319.51 feet, more or less, to a point on the West right of way line of Chicago and Calumet Terminal Railway Co. as recorded in Miscellaneous Record Book number 44, page 79 in the office of the Recorder of Lake County, Indiana.

### PARCEL III

A strip of land 10 feet wide, lying 5 feet measured at right angles on either side of the center line of the land hereinafter described, and being in the Southwest Quarter of Section 20, Township 37 North, Range 9 West of the 2nd Principal Meridian all in Lake County, Indiana.

Commencing at the Northwest corner of the Northwest Quarter of Section 20, Township 37 North, Range 9 West of the 2nd Principal Meridian, said corner also being Amoco Oil Company Monument number 12; thence South 00 degrees 17 minutes 06.5 seconds West along the West line of the Northwest Quarter of said Section 2642.87 feet to the Northwest corner of the Southwest Quarter of said Section 20; thence South 00 degrees 16 minutes 23 seconds West 194.51 feet along the West line of the Southwest Quarter of said Section 20, thence North 84 degrees 05 minutes 13.5 seconds East 36.15 feet; thence South 88 degrees 17 minutes 42.5 seconds East 419.54 feet, more or less, to a point on the East right of way line of Chicago Calumet Terminal Railway Co. as recorded in

Miscellaneous Record Book number 44, page 79 in the office of the Recorder of Lake County, Indiana, said point also being the point of beginning of this description; thence South 88 degrees 17 minutes 42.5 seconds East 11.88 feet; thence South 00 degrees 43 minutes 05 seconds East 461.89 feet; thence South 22 degrees 17 minutes 45 seconds East 260.84 feet; thence South 36 degrees 05 minutes 14.5 seconds East 159.63 feet; thence South 51 degrees 08 minutes 07.5 seconds East 154.88 feet; thence South 74 degrees 05 minutes 26.5 seconds East 103.70 feet; thence South 88 degrees 46 minutes 03 seconds East 824.02 feet; thence North 82 degrees 46 minutes 07 seconds East 155.45 feet; thence South 89 degrees 14 minutes 30.5 seconds East 479.24 feet; thence North 81 degrees 30 minutes 51 seconds East 186.36 feet; thence South 19 degrees 10 minutes 05 seconds East 65.60 feet; thence South 89 degrees 22 minutes 58 seconds East 67.32 feet to a point on the East line of the Southwest Quarter of said Section 20, said East line also being the East line of Energy Cooperative Inc. parcel 5 as recorded on May 26, 1976 as Document number 352249 in the office of the Recorder of Lake County, Indiana.

Except that such Easement Premises shall not include any land over which there currently exist above ground improvements of any type, for as long as said above ground improvements remain.

During constructing, installing, maintaining, repairing, removing, and replacing operations, Grantee shall have the right to extend the boundaries of the easement herein granted by twenty (20) feet on each side thereof except that if Grantor does not own land extending twenty feet from the easement or if at any time there are improvements located on said land which interfere with such operations by Grantee, then the easement herein granted

may be extended by Grantee as provided above, up to twenty-five feet in the other direction. After the completion of such operations, Grantee shall have no further right to such temporary working space, and Grantee's rights shall be limited solely to the width of the easement herein granted, and the pipeline constructed pursuant to this instrument shall be confined to such easement. The above described extended boundaries shall not be deemed to give Grantee any rights to interfere with any above or below ground improvements of Grantor now or hereafter constructed or any operations of Grantor within the extended boundary area.

1. Grantee shall have the non-exclusive rights of ingress and egress via Grantor's then-existing roadways for construction, installation, operation, repair, maintenance, removal, and all other necessary purposes in connection with the existence of the Easement granted hereby. Grantor reserves the right to change any gates and roadways from time to time at its discretion, provided that Grantee shall not be denied ingress and egress as provided above.

2. Construction, installation, operation, maintenance, repair, replacement, and removal of all facilities installed by Grantee hereunder shall be at the sole expense of Grantee. Grantor shall have the right but not the obligation to review plans and engineering for construction, maintenance, repair or removal of said Pipeline prior to and during the performance of the work. Nothing herein shall impose any liability on Grantor for failure to review or for negligently or improperly reviewing

any such plans and engineering. Grantee shall not permit any damage to any above or below ground improvements of Grantor or others during the course of such construction, installation, operation, maintenance, repair, replacement or removal of said Pipeline, and in the event Grantee shall cause any such damage, Grantee shall repair the same at Grantee's sole expense.

Except in an emergency situation, Grantor shall be given 72 hours notice, exclusive of Saturdays, Sundays and holidays, before any work is commenced, so it may have its representative(s) present at the time the work is commenced. If Grantor deems it necessary to retain an outside engineer or assign an inside engineer to review plans or oversee and inspect or to help locate other pipelines at or near the Easement Premises area to prevent damage or injury, Grantee shall reimburse Grantor for such expense.

3. All trenches shall be backfilled and the premises restored to their condition anteceding the installation hereunder. There shall be minimum interruption of subsequent use of the premises by any construction, installation, operation, maintenance, repair, replacement, removal, or other necessary activity of Grantee hereunder.

4. Grantee shall obtain all necessary environmental and other governmental permits and authorizations required for the



construction, installation, operation, maintenance, repair, replacement, and removal of the Pipeline hereunder. Grantee, for itself and its successors and assigns, hereby agrees in connection with the use of the premises under this easement and the construction, installation, operation, maintenance, repair, replacement and removal of the Pipeline to assume all responsibility for compliance of the Pipeline and Grantee's use of the Easement Premises with applicable requirements of any governmental or other regulatory authority relating to the potential, actual, or threatened pollution or contamination of any waters, land, or air, or noise pollution, or the required prevention or alleviation thereof, in any manner arising from or in connection with Grantee's use of the premises for the construction, installation, operation, maintenance, repair, replacement, and removal of the Pipeline. Grantee further agrees to defend, indemnify and save harmless Grantor from and against any and all liabilities, claims, demands, suits, judgments, damages, or losses, including costs, reasonable attorney's fees, and expenses in connection therewith or incidental thereto, in any manner arising from or in connection with any such potential, actual or threatened pollution or contamination of any waters, land, or air or noise pollution where such potential, actual or threatened pollution or contamination results from the construction, installation, operation, maintenance, repair, replacement, or removal of the Pipeline hereunder, or results from the performance or non-performance of any of Grantee's obligations under this Agreement by Grantee, its invitees, or licensees, or persons, firms, or corporations doing work for Grantee or by the agents, servants, or employees of any of them.

5. Grantee shall keep all facilities installed hereunder in good condition and repair, and should Grantee fail to do so, Grantor, at its sole option and without limiting the remedies for breach set forth in Section 10 hereof, may perform all necessary maintenance and repair at Grantee's expense, but Grantor shall assume no liability for failure to do so.

6. Grantee agrees that Grantor, its agents, and employees, shall not be liable for any loss, damage, injury, or other casualty of whatsoever kind or by whomsoever caused, including but not limited to personal injury, property damage, environmental damage, or non-compliance with environmental laws or regulations, on or off the premises, arising out of or resulting from Grantee's construction, installation, operation, maintenance, repair, replacement, or removal of the Pipeline; and Grantee, for itself and its successors and assigns, hereby agrees to indemnify and hold Grantor, and its successors and assigns, and their respective agents and employees, harmless from and against all liabilities, claims, demands, suits, judgments, damages or losses (including all reasonable expenses and attorneys fees incurred by or imposed on Grantor in connection therewith) for such loss, damage, injury or other casualty. Nothing contained herein shall render Grantee liable for any such loss, damage, injury or other casualty not arising out of or resulting from Grantee's construction, installation, operation, maintenance, repair, replacement or removal of the Pipeline. Without limiting the generality of the provisions contained in the first sentence of this paragraph 6 or Grantee's liability,

Grantee agrees to provide Grantor with satisfactory evidence of self-insurance naming the Grantor as an additional insured prior to commencement of any work of any type on the Easement Premises, in limits of not less than Five Million Dollars (\$5,000,000), combined public liability and property damage insurance.

7. Grantor shall have the right to enjoy the land subject to this easement to the fullest extent no inconsistent herewith, and to grant non-interfering rights to others.

8. Grantee shall reimburse Grantor for any taxes, assessments, or permit fees of any nature whatsoever, suffered by Grantor as a result of the installation or existence of the pipeline hereunder. Grantee shall also reimburse Grantor's out-of-pocket expenses incurred in connection with the easement hereby granted including the reasonable attorneys' fees for reviewing, drafting and negotiating this Pipeline Easement.

9. This Easement is subject to all public and private rights to which Grantor's rights and interests are subject, and Grantor makes no warranties or representations as to title or prior encumbrances.

10. In addition to other remedies and rights of the parties set forth herein, Grantor and Grantee each shall have all remedies at law or in equity for breach of any term or condition hereof including, without limitation, relief in the nature of injunction, temporary restraining order, writ or mandamus, and actions for damages sustained.

11. This Easement shall remain in effect as long as it is in active use by Grantee and shall terminate upon discontinuance of such active use for 18 consecutive months, except that Grantee's obligations, liabilities, and indemnities arising out of activities prior to such termination shall survive such termination. Upon any termination of the Easement hereby granted, Grantee, at Grantor's election and upon written notice to Grantee, shall remove all of Grantee's facilities installed pursuant to this Pipeline Easement from the premises at Grantee's expense and shall backfill all trenches and otherwise restore the land to its original condition, failing which Grantor may do same at Grantee's expense. If Grantor elects to allow the installations to remain, title thereto shall vest in Grantor.

12. Notices hereunder shall be sent by U. S. Registered or Certified Mail and shall be addressed to Grantor at 6300 River Road, Rosemont, Illinois, 60018, and to Grantee at P. O. Box 710, Whiting, Indiana, 46394 or such other place as the parties may be in writing specify. Postmark date shall be date of notice.

13. This easement and all the terms and conditions contained in this Pipeline Easement shall be binding upon, and inure to the benefit of Grantor and Grantee and their respective successors and assigns.