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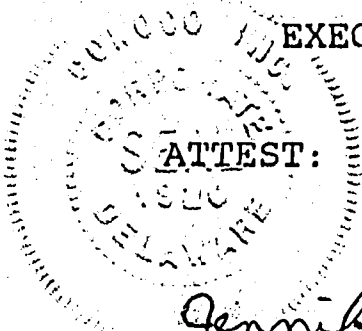
TERMINATION OF LEASE AGREEMENT

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

KNOW ALL MEN BY THESE PRESENTS:

THAT CONTINENTAL OIL COMPANY (now CONOCO INC.) and
ATLANTIC RICHFIELD COMPANY
SINCLAIR OIL & GAS COMPANY (now ~~ARGO OIL & GAS COMPANY~~) do
hereby terminate the Underground Storage Lease Agreement made
and entered into by and between Continental Oil Company, a
Delaware corporation, and Sinclair Oil & Gas Company, a Maine
corporation, dated July 22, 1966, and recorded August 27,
1966, in Miscellaneous Record 952, Page 124 as Document
No. 679462 in the records of Lake County, Indiana. Said
lease agreement more particularly describes one (1) under-
ground storage cavern, a road easement, and a pipeline
easement as shown in Exhibit A of aforesaid lease agreement.

EXECUTED this 23rd day of August



ATTEST:

Jennifer Garcia
ASSISTANT SECRETARY

CONOCO INC.

PRB

By: Bob Walker

Title: Attorney in Fact

REC'D
RUDOLPH CLAY
OCT 18 1 27 PM '85

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD



ATTEST:

Daniel R. Coffey
Assistant Secretary

ATLANTIC RICHFIELD COMPANY

By: J. Mitchell JR

Title: Senior Vice President

17.00
CT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 23rd day of August, 1984, by Bob Walker, Attorney in Fact of Conoco Inc., a Delaware corporation, on behalf of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

Deborah A. Marshall
Notary Public, State of Texas
DEBORAH A. MARSHALL
Notary Public in and for Harris County, Texas
My Commission Expires _____

My Commission Expires:
2-10-86

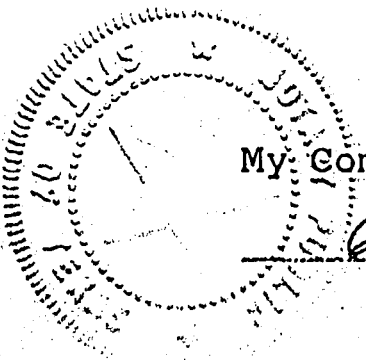
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 23rd day of August, 1985, by J. G. Middleton of Atlantic Richfield Co., a Delaware corporation, on behalf of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

Carrie W. Loftis
Notary Public, State of Texas
CARRIE W. LOFTIS

My Commission Expires:
6/4/88



Prepared by: M. E. Fliederbaum
Conoco Inc.
P.O. Box 2197
Houston, Tx 77252
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Fee
47-003

W. W. Brown

UNDERGROUND STORAGE LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of July 1966, by and between CONTINENTAL OIL COMPANY, a Delaware corporation, hereinafter called "Continental" and SINCLAIR OIL & GAS COMPANY, a Maine corporation, hereinafter called "Sinclair."

W I T N E S S E T H

WHEREAS, Continental is a joint lessee of a petroleum products terminal at Griffith, Indiana, and in addition holds an agreement from its other lessee that permits the construction, operation and maintenance of two (2) underground storage caverns and certain other related surface facilities (herein collectively called "the facilities") at said terminal by Continental at its sole cost and expense and that such facilities are to be set aside as Continental's sole and separate property; and

WHEREAS, Continental holds various other agreements pertaining to the division in fee of the said Griffith, Indiana, terminal site at the termination of its present lease that provide, in essence, that Continental will acquire the title to any of the facilities added to the Griffith terminal at Continental's sole cost and expense and constituting Continental's sole and separate property; and

WHEREAS, Continental is in the process of constructing one (1) underground storage cavern, along with related surface facilities, at its sole cost and expense and set aside as Continental's sole property, having an approximate capacity of 180,000 barrels and Sinclair desires to participate with Continental in the construction and enlargement of said cavern to an approximate capacity of 380,000 barrels, and construction of said related surface facilities, and to acquire an undivided one-half (1/2) interest in and to said cavern and related surface facilities.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

I.

LEASE TO SINCLAIR

For and in consideration of Sinclair's participation with Continental in the construction and enlargement of said cavern and the construction of said related surface facilities as evidenced by their execution of that certain Construction Agreement dated the 22^d day of JULY, 1966, together with the payment of all amounts required to be paid thereunder by Sinclair to Continental, the sufficiency of which is hereby acknowledged, Continental does hereby lease and let unto Sinclair, its successors and assigns, SUBJECT, HOWEVER, to all the terms of this Underground Storage Lease Agreement and the above mentioned Construction Agreement and that certain Operating Agreement dated the 22^d day of JULY, 1966, an undivided one-half (1/2) interest in and to said cavern as constructed and enlarged and related surface facilities, located on, in, and under a tract of land, specifically described in Exhibit A, hereto attached and made a part hereof, together with the right of ingress and egress to and from the same.

This Underground Storage Lease Agreement shall continue in full force and effect for a term from the date hereof until July 1, 1981, and thereafter for successive ten (10) year periods, unless and until Sinclair gives written notice to Continental prior to the expiration of the initial term or any ten (10) year extension thereof of its intent to terminate this lease.

It is further agreed that the payment made hereunder will be consideration to support this lease throughout the life thereof.

CPK Office
Tulsa Character Office

II.

LOSS OR DESTRUCTION

In the event of loss or destruction of the storage cavern because of explosion, earthquake, collapse, or from any other source, whether similar or dissimilar, Continental shall have no obligation or responsibility, as lessor and operator, to rebuild, reconstruct or furnish equivalent storage to Sinclair except as the parties may thereafter agree. However, it is understood and agreed that in the event of loss or destruction of less than all of the storage cavern, the storage space remaining after such partial loss or destruction will be shared by the parties in equal proportions.

III.

ASSIGNABILITY

This agreement of lease may not be assigned, either in whole or in part, by any of the parties hereto except as provided in Section XII of the Operating Agreement referred to in Article I hereof.

IV.

TITLE

Notwithstanding any provisions herein contained to the contrary, it is understood and agreed that Sinclair shall be considered as the beneficial owner of an undivided one-half (1/2) interest in and to said storage cavern and related surface facilities; and with respect to such an agreement, Continental covenants and agrees as follows:

A. It shall timely and properly discharge its obligations as set forth in that certain Lease Agreement under which

it derives its interest in the tract of land referred to in Article I hereof, said storage cavern and related surface facilities, and shall never seek or voluntarily agree to the cancellation, termination, relinquishment or the amendment thereof if such cancellation, termination, relinquishment or amendment would serve to defeat in whole or in part the intent and purposes of this Lease agreement.

B. It shall endeavor to acquire during the continuance of this Lease agreement, and in any event prior to July 1, 1983, either fee title to the tract of land described in Article I hereof or a renewal or extension of the Lease Agreement under which it derives its interest in said tract of land, for a term coextensive with the term provided for in this agreement. In the event it acquires fee title to said tract of land, it shall convey to Sinclair an undivided one-half (1/2) interest therein for which Sinclair will pay Continental one-half (1/2) of Continental's acquisition cost or one-half (1/2) of the fair market value thereof, whichever is less; and thereupon Sinclair shall become the owner of an undivided one-half (1/2) interest in and to said tract of land, storage cavern and related surface facilities, and this Lease Agreement shall terminate and cease to exist; provided, however, that Sinclair's interest therein shall continue to be subject to the terms and provisions of the construction and operating agreements referred to in Article I hereof.

C. In the event the Lease Agreement under which Continental derives its interest in said tract of land, storage cavern and related surface facilities, as the same may be renewed or extended as hereinabove provided, is forfeited, terminated or cancelled prior to July 1, 1983, and Continental's interest in said tract of land, storage cavern and related surface facilities is affected to the extent that it is unable to secure to Sinclair the benefits, rights and interests contemplated hereby, then and

in that event Continental shall indemnify Sinclair for all loss attributable to such forfeiture, termination or cancellation which, for purposes of this agreement, are to be limited to the undepreciated value of said storage cavern and related surface facilities, assuming straight-line depreciation based upon thirty years' life. Sinclair shall, upon being so indemnified, assign and convey unto Continental all of its right, title and interest in and to said storage cavern and related surface facilities, save and except its share of any propane or other LPG which may, as of the date of such indemnification, remain in said storage cavern.

D. In the event the Lease Agreement under which Continental derives its interest in said tract of land, storage cavern, and related surface facilities is not renewed or extended and terminates on July 1, 1983, or as renewed or extended, is forfeited, terminated, or cancelled subsequent to July 1, 1983, and Continental's interest in said tract of land, storage cavern, and related surface facilities is affected to the extent that it is unable to secure to Sinclair the benefits, rights, and interests contemplated hereby, then and in that event Continental shall convey and transfer to Sinclair an undivided one-half (1/2) of any interest it may have to said cavern and related facilities, including any chose in action.

This agreement shall enure to the benefits of the parties hereto, their successors, and assigns.

Continental further covenants with Sinclair that it will execute such other assurances of performance in the future as Sinclair may reasonably require.

EXECUTED as of the day and year first above written.

ATTEST:

Eugene Brooks
Assistant Secretary

ATTEST:

[Signature]
Assistant Secretary

CONTINENTAL OIL COMPANY

By John T. Kelly
Vice President

SINCLAIR OIL & GAS COMPANY

By [Signature]
Vice President

J.A.
EM

STATE OF OKLAHOMA)
) SS.
COUNTY OF KAY)

Before me, a notary public, this 26th day of July
1966, personally appeared CONTINENTAL OIL COMPANY, a Delaware
Corporation, by JOHN L. KELLY, its Vice President, and
EDYTHE BROOKS, its Assistant Secretary, and acknowledged the
execution of the foregoing instrument.

Witness my hand and notarial seal this 26th day of
July 1966.

My commission expires:
August 17, 1969

Gayle P. Cooney
Notary Public

STATE OF Oklahoma)
) SS.
COUNTY OF Tulsa)

Before me, a notary public, this 22nd day of July
1966, personally appeared SINCLAIR OIL & GAS COMPANY, a Maine
corporation, by R. L. Elton, its Vice President, and
R. W. Knapp, its Assistant Secretary, and ac-
knowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this 22nd day of
July 1966.

My commission expires:
My Commission Expires Jan. 14, 1968

John G. [Signature]
Notary Public

EXHIBIT A

Cavern Site

The following described tract of land covering and including the 380,000 barrel propane cavern known as the "Griffith, Indiana, Underground Propane Storage Cavern" and additional land for surface facilities, situated in Lake County, Indiana, to-wit:

Beginning at a point approximately 370 feet in a South-westerly direction from the Northeast corner of the Petroleum Terminals, Inc. Griffith, Indiana, terminal property for the true point of beginning, go South 790 feet; thence West 400 feet; thence North 640 feet; thence Northeasterly 430 feet along Petroleum Terminal's Northern property line to the true point of beginning; said property containing approximately 6.56 acres.

Road Easement

An access road to reach the cavern facilities from West Avenue H is included within a 35-foot wide strip whose center line begins at a point 35 feet East of the Southwest corner of the cavern site (as described above), and runs South for approximately 1,750 feet to West Avenue H.

Pipeline Easement

A 6-inch pipe line will be located within a 10-foot wide easement whose center line begins at a point 12-1/2 feet East of the Southwest corner of the Cavern Site and runs South 1,370 feet (parallel to the Road Easement described above); thence West 710 feet, plus or minus; thence North 70 feet, plus or minus, to a pipe line manifold.