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Jeanne Swat
Amoco Corp
Mail Code 350V
200 E Randolph Drive
Chicago IL 60601

AGREEMENT AND PARTIAL RELEASE
Lake County, Indiana

137060

THIS INDENTURE, made and entered into between ANNA GORDON, hereinafter called "Owner," and AMOCO PIPELINE COMPANY, a Maine corporation, whose address is 200 East Randolph Drive, Chicago, Illinois 60601, hereinafter called "Amoco."

WITNESSETH:

WHEREAS, by mesne document of record, Amoco is present owner and holder of the rights, title, and interest in the right-of-way contract set out as follows:

Key # 27-29-3

Right of Way Grant dated December 20, 1949, executed by Ernest Gordon and Anna Gordon, his wife, as grantors, unto the Texas-Empire Pipe Line Company, its successors and assigns, as grantee, covering part of the Northwest quarter of the North-east Quarter of Section 33, Township 36 North, Range 9 West of the 2nd P.M., described as: Beginning at a point in the Easterly line of Kennedy Avenue 653.40 feet Southerly from the intersection of said Easterly line of Kennedy Avenue with the Southerly line of 45th Street and running thence Easterly on a line parallel with said Southerly line of 45th Street, 270 feet to a point in the Westerly line of Erie Street prolonged Southerly, thence Southerly along said Westerly line of Erie Street prolonged 153.35 feet, thence Westerly along a line parallel to said Southerly line of 45th Street of 270 feet to a point in the Easterly line of Kennedy Avenue, thence Northerly along said Easterly line of Kennedy Avenue 153.35 feet to the place of beginning, containing 0.951 acres, more or less, in the Town of Highland, Lake County, Indiana; said Contract recorded in Book 529, Page 40, Document 463129, of said County.

WHEREAS, Owner has subsequently acquired title to a tract of land, being all or part of the same land covered by the right-of-way contract hereinabove set forth, and Amoco is agreeable to limiting its right-of-way to a defined strip across said acquired tract.

WHEREAS, Amoco is willing to describe and limit its right-of-way to a defined strip across Owner's acquired tract of land and to release the remainder of said acquired tract from ~~the~~ Nov 30 1990 terms and provision of said right-of-way contracts under the conditions herein provided and mutually agreed upon by Amoco and Owner.

Anna N. Anton
AUDITOR LAKE COUNTY

NOW, THEREFORE, in consideration of the covenants herein contained and mutual benefits to be derived therefrom, Amoco does release, surrender, and terminate all of its right, title, and interest in and to Owner's acquired tract of land, which Amoco acquired by the contract first hereinabove set out, SAVE AND EXCEPT a right-of-way strip on and across owner's tract of land, said defined strip being described as follows:

Part of the NW 1/4 of the NE 1/4 of Section 33, Township 36 North, Range 9 West of the Second Principal Meridian, particularly described as: Beginning at a point in the Easterly line of Kennedy Avenue 771.06 feet Southerly from the intersection of said Easterly line of Kennedy Avenue with the Southerly line of 45th Street; thence S 68 degrees-46'-38" E, 22.47 feet; thence S 88 degrees-44'-47" E, 249.08 feet to the Westerly right of way line of Erie Street; thence S 00 degrees-00'-00" E, along the right of way line of Erie Street, 26.2 feet; thence N 89 degrees-07'-53" W, 270.0 feet to the East right of way line of Kennedy Avenue; thence N 00 degrees-00'-00" E, along the East right of way line of Kennedy Avenue 35.69 feet to the point of beginning.

This instrument was prepared by:
E. S. YORDANOFF-DAVIS
REAL ESTATE REPRESENTATIVE
200 E. RANDOLPH DRIVE
CHICAGO, ILLINOIS 60601

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FURTHER SAVING AND EXCEPTING to Amoco, its successors, and assigns, the right of ingress and egress across Owner's land adjacent to said defined right-of-way strip for the purpose of exercising any and all of the rights which Amoco has under the right-of-way contract hereinabove first set out, all of which rights are specifically reserved with regard to said right-of-way strip.

Owner, her successors, grantees, and assigns, shall have the right to use and enjoy the surface of the defined right-of-way reserved across Owner's land, provided such use and enjoyment shall be conducted in a manner that will not unreasonably interfere with the use of said right-of-way strip by Amoco, its successors, grantees, and assigns, for the purposes as set forth in the original right-of-way contract first hereinabove described; and provided further that Owner, her heirs, successors, grantees, and assigns, shall not erect or construct, nor permit the erection or construction of any buildings, walls, fences, engineering works, or any other type of structure or structures on, over, under, through, or across said right-of-way strip. Owner further agrees that it shall not remove any of the existing "cover" which presently exists over the existing pipelines, nor shall Owner add any more than three feet (3') of "cover" to that which presently exists over the existing pipeline. It is mutually agreed, however, that Owner may construct necessary fences, streets, alleyways, driveways, utility lines, and service lines (but no other improvements of any nature), across, but not along, said defined strip, provided that not less than ten (10) days' advance written notice of the contemplated construction is given to Amoco at its office at 200 East Randolph Drive, Mail Code 3504, Chicago, Illinois 60601.

Amoco, its successors, and assigns, shall not be held liable to Owner, its heirs, successors, grantees, and assigns, for any damage caused to any of the permitted facilities constructed across or along the strip in exercising the rights granted Amoco in the original right-of-way easement, and if in the judgment of Amoco, the construction of such permitted facilities requires that the pipeline or pipelines located on said strip be altered, lowered, encased, or otherwise protected, the entire cost of such protective measures shall be borne fully by Owner, its heirs, successors, grantees, and assigns. Owner further agrees that Amoco shall have the right to maintain the right of way clear of trees and underbrush so as to continue the efficient operation and aerial patrol of the pipeline.

The terms, conditions, and provisions hereof shall extend to and be binding upon the parties hereto, her heirs, successors and assigns, but in no event shall this document be binding upon Amoco Pipeline Company until such time as it is executed and attested to by Amoco management.

EXECUTED this 24 day of OCTOBER, 1990.

BY: Anna Gordon

ATTEST:

Maria C. Ochoa
Maria C. Ochoa
Assistant Secretary

AMOCO PIPELINE COMPANY

BY: Bradley L. Brehm
Bradley L. Brehm
Manager, Real Estate Services

APPROVED
SUB TO FORM
REAL ESTATE DEPT
AMOCO CORP.'N

THE STATE OF INDIANA)
)
COUNTY OF LAKE)

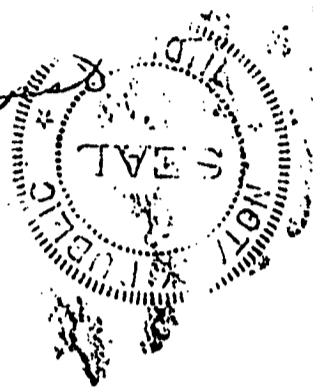
On this 12TH day of OCTOBER, 1990, before me personally appeared ANNA GORDON, known to me to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Given under my hand and seal of office this 12TH day of OCTOBER, 1990.

Kathleen D. Bapst
Notary Public

KATHLEEN D. BAPST
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY

My Commission Expires: MY COMMISSION EXP. DEC 4 1990



THE STATE OF ILLINOIS)
)
COUNTY OF COOK)

Document is NOT OFFICIAL!

Before me, Lolita R. Ferram, a Notary Public in and for said County, on this day personally appeared Bradley L. Brehm and Maria C. Ochoa known to me to be the Manager, Real Estate Services and Assistant Secretary, respectively, of Amoco Pipeline Company, a corporation, and acknowledged to me that they executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

Given under my hand and seal of office this 24TH day of OCTOBER, 1990.



Lolita R. Ferram
Notary Public

My Commission Expires: _____

