

**FILED**

AUG 20 1984

Series: 3631  
Line List: 181

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AGREEMENT AND PARTIAL RELEASE  
Lake County, Indiana

*James R. Patton*

THIS INDENTURE, made and entered into between LAKE COUNTY TRUST COMPANY, as Trustee under the provisions of a Trust Agreement dated December 29, 1981 and known as Trust No. 3190, hereinafter called "Owner", and AMOCO PIPELINE COMPANY, a Maine corporation, whose mailing address is One Mid America Plaza, Oakbrook Terrace, Illinois 60181, hereinafter called "Amoco".

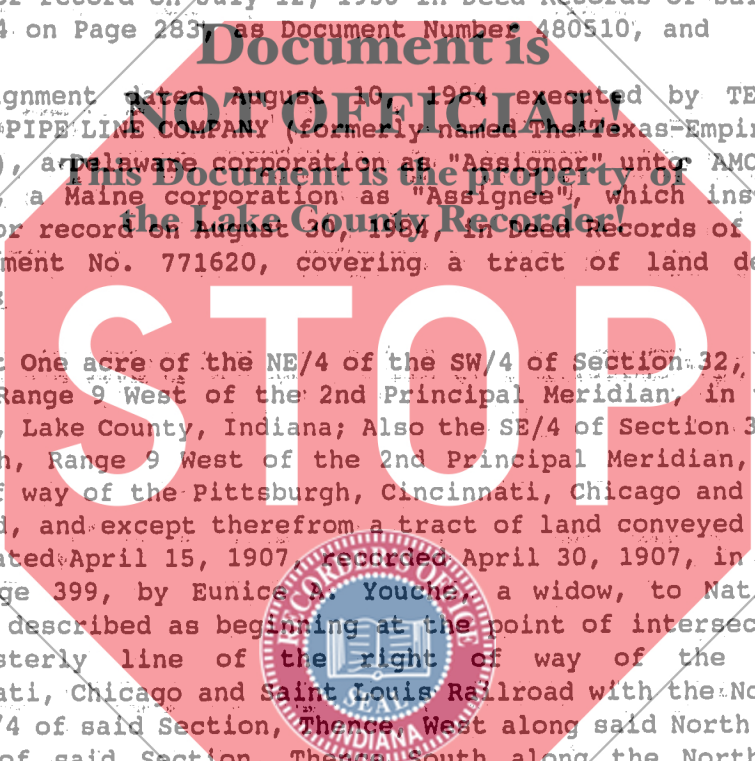
WITNESSETH:

WHEREAS, by 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:

Right of Way Conveyance dated January 18, 1950 executed by Charles B. Zandstra and Sadie Zandstra, husband and wife, William Zandstra and Sadie Zandstra, husband and wife, Arnold Zandstra and Elizabeth Zandstra, husband and wife, and Nicholas E. Leep and Hilda Leep, husband and wife, as grantor unto Texas-Empire Pipe Line Company, a Delaware corporation, later known as Texaco-Cities Service Pipe Line, its successors and assigns, as grantee, which instrument was filed for record on July 12, 1950 in Deed Records of said county in Book 534 on Page 283, as Document Number 480510, and

An Assignment dated August 10, 1984 executed by TEXACO-CITIES SERVICE PIPE LINE COMPANY (formerly named The Texas-Empire Pipe Line Company), a Delaware corporation as "Assignor" unto AMOCO PIPELINE COMPANY, a Maine corporation as "Assignee", which instrument was filed for record on August 30, 1984, in Deed Records of said county as Document No. 771620, covering a tract of land described as follows:

The East One acre of the NE/4 of the SW/4 of Section 32, Township 36 North, Range 9 West of the 2nd Principal Meridian, in the Town of Munster, Lake County, Indiana; Also the SE/4 of Section 31, Township 36 North, Range 9 West of the 2nd Principal Meridian, except the right of way of the Pittsburgh, Cincinnati, Chicago and Saint Louis Railroad, and except therefrom a tract of land conveyed by Warranty Deed, dated April 15, 1907, recorded April 30, 1907, in Deed Record 117, Page 399, by Eunice A. Youche, a widow, to National Brick Company described as beginning at the point of intersection of the Southwesterly line of the right of way of the Pittsburgh, Cincinnati, Chicago and Saint Louis Railroad with the North line of said SE/4 of said Section, Thence West along said North line to the Center of said Section, Thence South along the North and South Center line of said Section 558.1 feet to the Southeast Corner of land owned by said National Brick Company, Thence East on a line parallel to the North Line of said SE/4 of said Section to the Southwesterly Line of the right of way of said railroad, Thence in a Northwesterly direction along said Southwesterly line of said railroad to the Place of Beginning, in the Town of Munster, Lake County, Indiana, Also the West 39 acres of the NE/4 of the SW/4 of Section 32, Township 36 North, Range 9 West of the 2nd Principal Meridian, in the Town of Munster in Lake County, Indiana, Also the E/2, of the NW/4 of the SW/4 of Section 32, Township 36 North, Range 9 West of the 2nd Principal Meridian, in the Town of Munster, Lake County, Indiana, Also that part of the E/2 of the NW/4, lying Southerly of the Southerly Right of Way Line of the Chicago and Grand Trunk Railroad in Section 32, Township 36 North, Range 9 West of the 2nd Principal Meridian, in the Town of Munster, Lake County, Indiana; Also that part of the NE/4, lying Southerly of the Southerly Right of Way Line of the Chicago and Grand Trunk Railroad in Section 32, Township 36 North, Range 9 West of the 2nd Principal Meridian in the Town of Highland, Lake County, Indiana, Also that of the North Right of Way line of the Chicago and Grand Trunk Railroad in Section 32, Township 36 North, Range 9 West of the 2nd Principal Meridian, in the Town of Highland, Lake County, Indiana, Also the SW/4 of the SW/4 of Section 32, Township 36 North, Range 9 West of



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the 2nd Principal Meridian, in the Town of Munster, Lake County, Indiana.

Location of the pipeline on the above described land to be as follows: Beginning at a point approximately 715 feet West of the Southeast Corner of Section 31, Township 36 North, Range 9 West, and Parallel with the South Line of said Section, all in Lake County, Indiana, as the Place of Beginning; Thence in a Northeasterly direction to a point 200 feet North of the Southeast Corner of said section and parallel with the east line of said section, Thence continuing in a Northeasterly direction to a point on the Southeast Right of Way line of the Grand Trunk Western Railroad; said point being a distance of 1200 feet in a Northeasterly direction along and parallel with the Southeast right of way line of the Grand Trunk Western Railroad in the NE/4 of Section 32, Township 36 North, Range 9 West, Thence continuing in a Northeasterly direction to a point 1210 feet south of the Northeast Corner of the NE/4 of Section 32, Township 36 North, Range 9 West, said distance being parallel with the east line of said Section all in Lake County, Indiana, and a total distance traversed by the pipeline being 452 rods. The portion of the pipeline in the NE/4 of Section 32, Township 36 North, Range 9 West, Lake County, Indiana, between the Grand Trunk Western Railroad and United States Highway No. 41, shall be buried in the earth at a depth of 42 inches from the normal level of the surface of the earth to the top of the pipe.

**Document is  
AND  
NOT OFFICIAL!**

Right of Way Conveyance dated May 2, 1950 executed by Charles B. Zandstra and Sadie Zandstra, husband and wife, Myrlam Zandstra and Sadie Zandstra, husband and wife, and Arnold Zandstra and Elizabeth Zandstra, husband and wife, as grantor unto Texas-Empire Pipe Line Company, a Delaware corporation, later known as Texaco-Cities Service Pipe Line, its successors and assigns, as grantee, which instrument was filed for record on July 12, 1950 in Deed Records of said county in Book 534 on Page 276 as Document Number 480511, and

An Assignment dated August 10, 1984 executed by TEXACO-CITIES SERVICE PIPE LINE COMPANY, (formerly named The Texas-Empire Pipe Line Company), a Delaware corporation as "Assignor" unto Amoco Pipeline Company, a Maine corporation as "Assignee", which instrument was filed for record on August 30, 1984, in Deed Records of said county as Document No. 771620, covering a tract of land described as follows:

The West 12 acres of the Southeast Quarter of the Southwest Quarter of Section 32, Township 36 North, Range 9 West of the 2nd P.M., in the Town of Munster, Lake County, Indiana and the North Half of the Southeast Quarter of Section 32, Township 36 North, Range 9 West of the 2nd P.M., (excepting the East 50 acres thereof), in the Town of Highland, Lake County, Indiana.

WHEREAS, Owner has requested Amoco to limit its right-of-way to a defined strip across said tract, and

WHEREAS, Amoco is willing to describe and limit its right-of-way to a defined 50 foot strip across Owner's land and to release the remainder of said tract from the terms and provision of said right-of-way contract under the conditions hereinafter provided, and mutually agreed upon by Amoco and Owner.

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 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:

A 50-foot easement, 25 feet on either side of the following described pipeline (side lines of said strip of land being lengthened or shortened to terminate on the East line of the Northeast Quarter of Section 32 and the Northeasterly Right of Way line of the Chicago and Grand Trunk Railroad:

Commencing at the Point of Intersection of the East line of the Northeast Quarter (NE/4) of Section 32, Township 36 North, Range 9 West of the Second Principal Meridian and the Northeasterly right of way line of the Chicago and Grand Trunk Railroad; Thence North 70° 44' 58", West on the Northeasterly right of way line of said railroad a distance of 1184.85 feet to the Point of Beginning of the centerline of said 50 foot easement; Thence North 51° 12' 42" East a distance of 109.97 feet to a Bend Point; Thence North 65° 20' 53" East a distance of 1023.94 feet to a point and the end of said easement, said point being on the South line of the North 1240 feet of the Northeast Quarter (NE/4) of said Section 32 and said point being 100.72 feet West of the East line of the Northeast Quarter (NE/4) of said Section 32 (as measured on the South Line of the North 1240 feet of the Northeast Quarter (NE/4) of said Section 32), all in the Town of Highland, Lake County, Indiana.

FURTHER SAVING AND EXCEPTING, to Amoco, its successors and assigns, the right of ingress and egress across Owner's land adjacent to said 50 foot 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, their successors, grantee, and assigns, shall have the right to use and enjoy the surface of the defined right-of-way reserved across Owner's land, provided further that Owner, their heirs, successors, grantees and assigns shall not erect or construct, nor permit the erection or construction of any buildings, walls, 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 One Mid America Plaza, Oakbrook Terrace, Illinois 60181.

Amoco, its successors, and assigns, shall not be held liable to Owner, their 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, their 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, their successors and assigns.

EXECUTED this 29<sup>th</sup> day of July, 1993.

ATTEST:

Jean Mackey  
Assistant Secretary

AMOCO PIPELINE COMPANY.

By: A.W. White

Approved  
As To Form  
R-O-W  
APL

LAKE COUNTY TRUST COMPANY  
TRUST NO. 3190

SEE SIGNATURE PAGE ATTACHED

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
 )  
COUNTY OF DuPAGE )

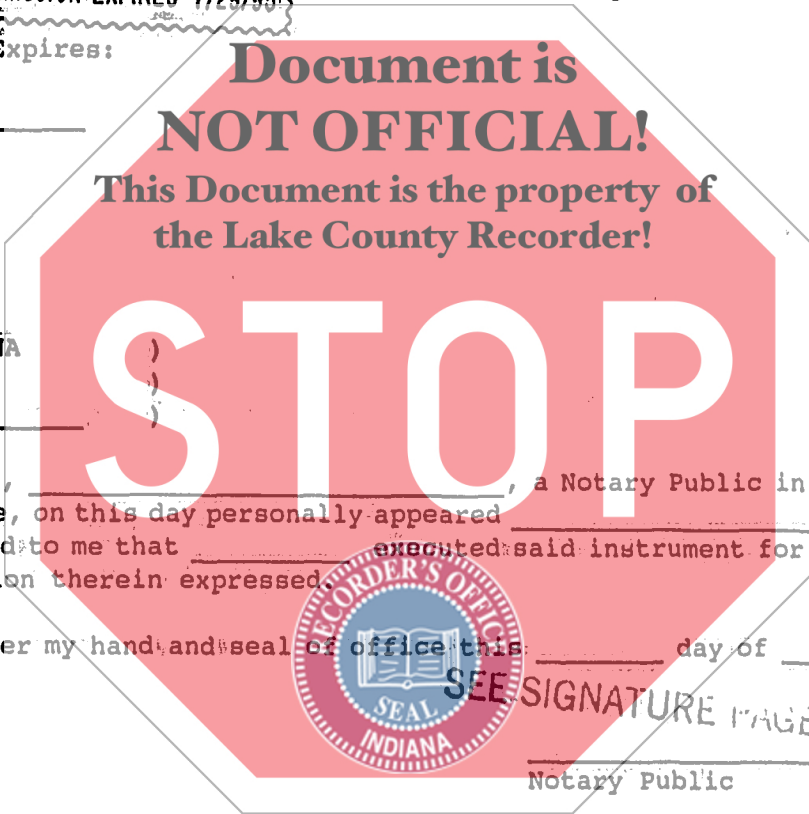
Before me, Lou E. Washington, a Notary Public in and for said County and State, on this day personally appeared D.W. White and Joan Mackett known to me to be the Vice President and Assistant Secretary of Amoco Pipeline Company, a corporation, respectively, and acknowledged to me that they executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

Given under my hand and seal of office this 29<sup>th</sup> day of July, 1993.



Lou E. Washington  
Notary Public

My Commission Expires:  
\_\_\_\_\_



STATE OF INDIANA )  
 )  
COUNTY OF \_\_\_\_\_ )

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_ and acknowledged to me that \_\_\_\_\_ executed said instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 1993.

SEE SIGNATURE PAGE ATTACHED

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

It is expressly understood and agreed that this Agreement is executed by LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and invested in it as such Trustee. It is further expressly understood and agreed that LAKE COUNTY TRUST COMPANY, as Trustee as aforesaid, has no right or power whatsoever to manage, control or operate said real estate in any way or to any extent and is not entitled at any time to collect or receive for any purpose, directly or indirectly, the rents, issues, profits or proceeds of said real estate or any lease or sale or any mortgage or any disposition thereof. Nothing in this instrument contained shall be construed as creating any personal liability or personal responsibility of the Trustee or any of the beneficiaries of the Trust, and, in particular, without limitation the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either expressly or impliedly herein contained, or to keep, preserve or sequester any property of said Trust or for said Trustee to continue as said Trustee; and that so far as the parties herein are concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the trust estate from time to time subject to the provisions of said Trust Agreement for payment thereof. It is further understood and agreed that the said Trustee has no agents or employees and merely holds naked title to the premises herein described and has no control over the management thereof or the income therefrom and has no knowledge respecting rentals, leases or other factual matter with respect to the premises, except as represented to it by the beneficiary/beneficiaries of said Trust.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor" or "Transferee" under the Act and makes no representation concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiary/beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

The information contained in this instrument has been furnished to the undersigned by the beneficiary/beneficiaries under aforesaid trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned, in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid has caused these presents to be signed by its Asst. Trust Officer and attested by its Assistant Secretary this 19th day of July, 1993.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated December 29, 1981 and known as Trust No. 13190.

BY: *Sandra L. Stiglitz*  
Sandra L. Stiglitz, Asst Trust Officer

ATTEST:  
BY: *Laura L. Anderson*  
Laura L. Anderson, Assistant Secretary

STATE OF INDIANA )  
                          )SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Officers of Lake County Trust Company, who acknowledge the execution of the foregoing instrument as the free and voluntary act of said Corporation, and as their free and voluntary act, acting for such Corporation, as Trustee.

Witness my hand and seal this 19th day of July, 1993.

*Angelina Bravos*  
Angelina Bravos-Notary Public

My Commission Expires:  
May 15, 1997

Resident: Lake County, In.