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LAKE COUNTY
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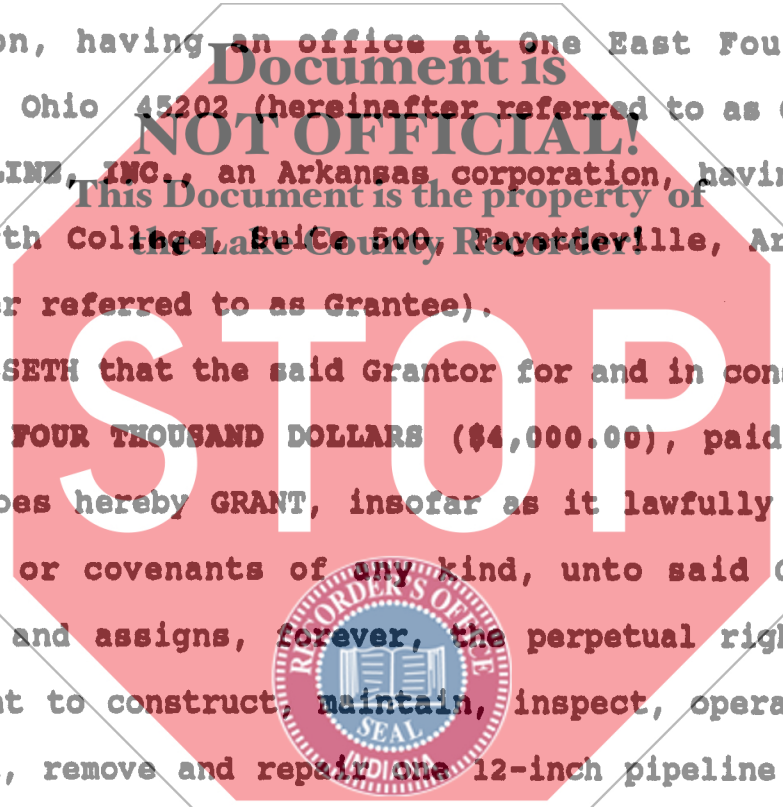
MARGARETTE N. CLEVELAND
LAKE COUNTY RECORDER

EASEMENT

THIS GRANT made this 20th day of December, Nineteen Hundred and Ninety-four (1994);

BETWEEN AMERICAN PREMIER UNDERWRITERS, INC., a Pennsylvania corporation, having an office at One East Fourth Street, Cincinnati, Ohio 45202 (hereinafter referred to as Grantor), and MORCO PIPELINE, INC., an Arkansas corporation, having an address of 280 North College, Suite 500, Fayetteville, Arkansas 72702 (hereinafter referred to as Grantee).

WITNESSETH that the said Grantor for and in consideration of the sum of FOUR THOUSAND DOLLARS (\$4,000.00), paid by the said Grantee, does hereby GRANT, insofar as it lawfully may, without warranties or covenants of any kind, unto said Grantee, its successors and assigns, forever, the perpetual right, privilege and easement to construct, maintain, inspect, operate, replace, reconstruct, remove and repair one 12-inch pipeline crossing, as described in Schedule "A" attached hereto and made a part hereof, across, over and through the lands of the Penndel No. 2 Branch of railroad of said Grantor. The aforesaid pipeline crossing with any appurtenances thereto, hereinafter shall be referred to singularly as the "FACILITY" and collectively as the "FACILITIES".



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SAM CRITCH
AUDITOR LAKE COUNTY

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EXCEPTING AND RESERVING, unto Grantor, its successors and assigns, the right to cross the easement area with wire lines, pipelines and any other occupations that might be required on the surface, above the surface or under the surface of the easement right granted herein, together with the right to grant separate easements to others for such purposes herein so long as said easements are not inconsistent with Grantee's full enjoyment of the easement rights herein granted.

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THIS GRANT is executed and delivered by Grantor and accepted by Grantee upon the following covenants and conditions:

- 1) said Easement Area shall be fifty (50) feet wide, (twenty-five (25) feet on each side of said FACILITIES).**
- 2) that the location as set forth in Schedule "A" shall continue to apply to the Facilities, and no change shall be made therefrom, including change in location, nature or number, of any FACILITY without thirty (30) days prior written notification to and approval of the Staff Vice President - Real Estate of said Grantor. Grantee to furnish "As Built" drawings to Grantor showing the location of said FACILITIES.**
- 3) that Grantee will bear all cost and expense in connection with the maintenance, repair, alteration, renewal and removal of said FACILITIES.**
- 4) that Grantee will (whenever practicable) confine all maintenance, repair and renewal work entirely to the limits of the permanent easement areas conveyed.**
- 5) that Grantee will at all times be obligated to promptly and properly maintain, repair and renew said FACILITIES, and shall, upon notice in writing from Grantor, requiring it so to do, promptly make such FACILITY repairs and renewals as may reasonably be requested by Grantor.**
- 6) that Grantee will comply with all Federal, State and local laws and ordinances, and assume all cost, expense and responsibility in connection therewith without any liability whatsoever on the part of the Grantor.**

7) that Grantee will at all times indemnify, protect and save harmless Grantor from and against any and all damages, costs, losses, detriments, suits, claims, demands and/or expenses resulting from any and all losses of life or damage or injury to persons or property occasioned by any act or omission in the maintenance, alteration, repair, renewal, upgrade, use, operation and removal of Grantee's FACILITIES which Grantor may directly or indirectly suffer or be subjected to, whether such damages, costs, losses, detriments, suits, claims, demands, and/or expenses, be suffered or sustained by other persons, contractors, corporation, etc., including Grantee, its employees and agents who may seek to hold Grantor liable, except where attributable to the negligence of Grantor, its employees and agents.

8) that if and when the FACILITIES covered hereby are removed or abandoned, and abandonment shall be determined to be cessation of use for a minimum period of twelve (12) consecutive months, all right, title and interest of Grantee, its successors and assigns, hereunder shall cease and terminate, and this grant shall thereupon become null and void, without any liability on the part of either party, except as to liability accrued prior thereto; whereupon Grantee shall (a) remove its FACILITIES and appurtenances from the former easement areas and restore the property of Grantor to a condition satisfactory to Grantor, and (b) deliver to Grantor a full and complete release of this Grant of Easement in recordable form.

9) that this Grant is delivered by Grantor and accepted by Grantee upon the understanding and agreement that should any claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantor.

10) that the words "Grantor" and "Grantee" shall be construed as if they read "Grantors" or "Grantees", respectively, whenever the sense of this Grant so requires. Wherever in this Grant the word "Grantor" appears, it shall be deemed to include the officers and employees of Grantor.

11) that Grantee hereby agrees to pay all costs and fees in conjunction with the filing or recording of this instrument in or with any public place or with any public agency or subdivision thereof.

TO HAVE AND TO HOLD the easement granted herein unto the Grantee, its successors and assigns for so long as Grantee complies with the covenants and conditions of this instrument.

THIS GRANT is executed, delivered and accepted upon the express conditions and covenants and conditions hereinbefore set forth, which covenants and conditions shall extend to and be binding upon the successors and assigns of Grantee with like effect as if they were in every case name and expressed, and wherever in this Grant reference is made to the Grantor hereto, same shall similarly be held to include and apply to the successors and assigns of said Grantor with like effect as if in every case so expressed.

IN WITNESS WHEREOF, said Grantor has caused these presents to be fully executed the day and year first-above written.

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AMERICAN PREMIER UNDERWRITERS, INC.

Kathy Phillips
KATHY PHILLIPS

BY:

John A. Anderson
JOHN A. ANDERSON
Staff Vice President
Real Estate

Connie Stacey
CONNIE STACEY

ATTEST:

Pamela S. Meyers
PAMELA S. MEYERS
Assistant Secretary



NORCO PIPELINE, INC.

Jim H. Boyd
JIM H. BOYD - Witness

BY:

V. A. Dziuki

TITLE: PRESIDENT

Johnnie James
JOHNNIE JAMES

ATTEST:

Shirley A. Harrison

STATE OF OHIO

:
: SS.
:

COUNTY OF HAMILTON

BEFORE ME, a Notary Public in and for said State of Ohio, personally appeared John A. Anderson and Pamela S. Meyers, known to be the Staff Vice President-Real Estate and Assistant Secretary, respectively, of AMERICAN PREMIER UNDERWRITERS, INC., the corporation which executed the foregoing instrument, and they did acknowledge that they did sign said instrument in the name and on behalf of the corporation, that the same is their free act and deed as such officers of the Board of Directors, and that the seal affixed to said instrument is the corporate seal of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal at Cincinnati, Ohio this 20th day of December, A.D. 1994.

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the Lake County Recorder

JAMES W. LAWRENCE
Notary Public, State of Ohio
My Commission Expires Jan. 24, 1997

JAMES W. LAWRENCE
Notary Public, State of Ohio
My Commission Expires Jan. 24, 1997

STATE OF ARKANSAS

:
: SS.
:

COUNTY OF WASHINGTON

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BEFORE ME, a Notary Public in and for said State of Ohio, personally appeared VINCE P. DRISKI, known to be the PRESIDENT of NORCO PIPELINE, INC., the corporation which executed the foregoing instrument, and he did acknowledge that he did sign said instrument in the name and on behalf of the corporation, that the same is his free act and deed as such officer of the Board of Directors, and that the seal affixed to said instrument is the corporate seal of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal at FAYETTEVILLE, Arkansas this 29TH day of DECEMBER, A.D. 1994.

Joyce Eubanks
NOTARY PUBLIC

Prepared by:
Timothy L. Mehle
One E. 4th Street
Cincinnati, OH 45202



Case Number E89460

SCHEDULE "A"

Commencing at the point of intersection of the centerline of Indianapolis Boulevard and the south property line of Norco Pipeline, Inc., property, as projected easterly to the centerline of Indianapolis Boulevard, said intersection point being in East Chicago, Indiana, North Township, Lake County, Section 20, T-37-N, R-9W; thence west four hundred twenty five feet, more or less to a point, said point being the point of beginning of a pipeline location description. Commencing from the point of beginning heading south fifty-five feet, more or less, thence west 80 feet, more or less, to the end, being located in a fenced-in area, operated by Clark Oil and Refining Company. The described line being the centerline of a twelve-inch pipeline owned by Norco Pipeline, Inc.

