

Chicago Title Insurance Company
R-65526
5741

THIS AGREEMENT, made this 10th day of February, 1954,

between

GENERAL AMERICAN TRANSPORTATION CORPORATION, a New York corporation with offices at 135 South La Salle Street, Chicago, Illinois (hereinafter referred to as "Grantor"), and

CITIES SERVICE OIL COMPANY, a Delaware corporation with offices at Bartlesville, Oklahoma (hereinafter referred to as "Grantee"),

FILED

FEB 8 1956

WITNESSETH:

SAM ORLICH
NOTARY LAKE COUNTY

WHEREAS, Grantor is the owner of certain tracts and parcels situate, lying and being in the City of East Chicago, County of Lake, State of Indiana; and

WHEREAS, Grantee desires the right and privilege to lay and maintain a petroleum products pipeline through a certain portion of the premises of the Grantor,

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, it is hereby mutually agreed as follows:

1. Grantor, for and in consideration of the sum of One Dollar (\$1.00) in hand paid, receipt of which is hereby acknowledged, hereby grants unto Grantee and its successors, the right, privilege and authority to lay, maintain and operate a petroleum products pipeline not exceeding twelve and three-quarters (12 3/4) inches outside diameter under a strip of land, sufficiently wide to accommodate said pipeline, owned by Grantor in the City of East Chicago, County of Lake, State of Indiana, the median line of which strip is five (5) feet south of the north property line of Grantor's premises (known as Plant No. 2) adjoining Columbus Drive (U. S. Highway No. 12) in said City of East, Chicago, said right of way being shown marked in red on drawings initialled and exchanged between the parties hereto under even date herewith, TO HAVE AND TO HOLD all and singular the aforesaid rights and privileges unto the said Grantee and its successors, forever, subject to the further terms and conditions hereof.

2. Grantee shall construct, lay and bury said pipeline to a depth of not less than forty-eight (48) inches below the surface of the ground, the said surface to be restored to and kept at the grade level required by the Grantor, and the said

96009115

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

FEB 12 AM 10: 11

CTIC Has made an accomodation recording of 000449 the instrument. We Have made no examination of the instrument or the land affected.

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12/1

construction to be accomplished in such a manner as not to interfere with any existing drainage ditches, telegraph, telephone or pipelines on or adjacent to the property of Grantor.

3. Grantee shall have the right of ingress to and egress from, over, upon and across Grantor's land adjoining the said petroleum products pipeline for the purpose of constructing, inspecting, renewing or maintaining the said pipeline and for doing anything necessary, useful or convenient for the enjoyment of the rights and privileges herein granted, PROVIDED, HOWEVER, that such entry shall be only at such times and over such routes as shall be designated by Grantor, and under and subject to, and in compliance with, all safety and fire regulations, Federal, State and Local and such reasonable rules and regulations as may be prescribed from time to time by Grantor.

4. In the event that Grantor shall desire in the future to utilize the strip of land herein described for purposes inconsistent with Grantee's continued use thereof, Grantee shall upon thirty (30) days' written notice and at its own expense, relocate its pipeline to a right of way of the same width as that herein described which shall be furnished by Grantor to Grantee at Grantor's sole expense.

5. Grantee takes this easement subject to any and all prior grants and easements affecting the premises and Grantor retains all its right, title and interest in the lands subject to the easement granted hereby including the right to grant hereafter further easements, PROVIDED, HOWEVER, that such future easements shall not unreasonably interfere with the rights herein granted.

6. This agreement is now and shall be subordinate to any and all existing and future mortgages on the premises of Grantor.

7. The easement granted hereunder shall terminate and come to an end when and in the event that Grantee or its successors shall (a) fail to complete the petroleum products pipeline within one (1) year from the date of execution hereof or (b) cease, for a period of six (6) months, to use the said pipeline for the purposes expressed herein; and upon such termination Grantee shall, at the option of Grantor, its successors or assigns, upon thirty (30) days' written notice, remove such pipeline and restore the premises to its then grade.

8. Grantee, for itself, its successors and assigns, assumes the sole liability and responsibility for, and hereby releases, relinquishes and discharges and agrees to indemnify, protect and save harmless Grantor, its successors and

assigns, of and from any and all claims, demands and liability whatsoever for any loss or damages (including destruction) to property (whether belonging to either of the parties hereto or to third persons) and for any injury (including death) to persons (whether they be third persons or employees of either of the parties hereto) caused by, growing out of, or in any way connected with Grantee's construction, reconstruction, maintenance, repair, inspection, operation, or removal of said petroleum products pipe line or the grant of this easement and Grantee's operations hereunder.

9. This writing covers in its entirety the agreement between the parties hereto and no verbal representations or statements have been or shall be made modifying, adding to, or changing the terms of this agreement.

10. All notices required hereunder shall be in writing and shall be deemed to have been duly given when placed in the United States Mails, postage prepaid, enclosed in an envelope addressed to the party to be notified at its place of business hereinabove set forth.

11. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, but neither this agreement nor the easement and permission herein and hereby accorded to Grantee shall be assigned or transferred by Grantee without the written consent of Grantor thereto being first had and obtained.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized and their corporate seals to be affixed the day and year first above written.

ATTEST:

GENERAL AMERICAN TRANSPORTATION CORPORATION

[Signature]
Asst. Secretary

By *[Signature]*
Executive Vice President

ATTEST:

CITIES SERVICE OIL COMPANY

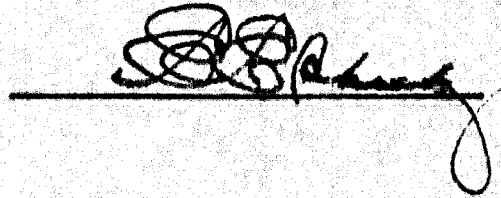
[Signature]
M. A. Wilson, Asst. Secretary

By *[Signature]*
T. P. Steeper, Vice President

STATE OF ILLINOIS)
COUNTY OF COOK) SS:

BE IT REMEMBERED that on this 18th day of February, in the year One Thousand Nine Hundred and Fifty-four, before me, the subscriber, personally appeared E. E. Schulz who, being by me duly sworn on his oath, doth depose and make proof to my satisfaction, that he is the Assistant Secretary of the Grantor named in the within instrument; that W. J. STEBLER is the Executive Vice President of said corporation; that the execution, as well as the making of this instrument has been duly authorized by a proper resolution of the Board of Directors of said corporation; that deponent well knows the corporate seal of said corporation; and the seal affixed to said instrument is such corporate seal and was thereto affixed and said instrument signed and delivered by said Executive Vice President, as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto as witness.

Sworn to and subscribed before me at Chicago, Illinois, the date aforesaid.



[Signature]
Notary Public

STATE OF OKLAHOMA)
COUNTY OF WASHINGTON) SS:

I certify that on this 10th day of February, 1954 before me T. B. ROACH, a Notary Public in and for the county and state aforesaid, appeared T. P. Steeper and M. A. Wilson to me personally known and known to me to be the Vice President and Asst. Secretary of Cities Service Oil Company and the persons whose names are signed to the foregoing instrument, who being by me duly sworn, deposed and said, that they reside in Bartlesville, Oklahoma, that they are the Vice President and Assistant Secretary of Cities Service Oil Company; that they know the corporate seal of said corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that it was so affixed by order of said corporation and they signed their names as Vice President and Assistant Secretary of said company to said instrument by like order, and thereupon said T. P. Steeper and M. A. Wilson acknowledged that they signed said instrument as their free and voluntary act and that said corporation executed said instrument as its free and voluntary act for the purposes and uses therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 10th day of February, 1954.

[Signature]
Notary Public In and For

My Commission Expires:
DEC 12 1957

ROOSEVELT SCHOOL



TOD PARK

SINCLAIR OIL COMPANY

INDIANAPOLIS BLVD.

(U.S. HIGHWAY 12 & 20)

INDIANA UNIVERSITY EXTENSION PARK

SOCOMY-VACUUM OIL COMPANY

RAILROAD AVENUE

GENERAL AMERICAN TRANSPORTATION CORP.

Dated February 10, 1954
Drawing referred to in agreement of even date herewith.

GENERAL AMERICAN TRANSPORTATION CORPORATION

By *[Signature]*
CITIES SERVICE OIL COMPANY

By *[Signature]*

XXXXXXXXXXXXXXXXXXXX

CITIES SERVICE OIL CO. BARTLESVILLE, OKLAHOMA

TITLE EAST CHICAGO REFINERY
BADGER PRODUCTS PIPE LINE
PLAN COLUMBUS DRIVE TO STATION ON SINCLAIR PROPERTY

SCALE 1"=300' DATE 11-6-54

FILE NO 40-94-A23

COMP. DR. *FFL* TR. CH. APP.