

Return to:
J. M. Groat
Amoco Pipeline Co. #300
One Mid America Plaza
Oakbrook Terrace, IL 60181

96021160

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

96 APR -3 AM 9:18

MARGARETTE CLEVELAND
RECORDER

AGREEMENT AND PARTIAL RELEASE
Lake County, Indiana

THIS INDENTURE, made and entered into between BRUCE ARNOLD BOOMSMA, whose address is 1634 33rd Avenue, Munster, Indiana 46321; JEFFERY ALLAN LYZENGA, whose address is 17558 Burnham Avenue, Lansing, Illinois 60438; KEVIN DeVRIES, whose address is 1838 Burning Bush Court, Crown Point, Indiana 46307; DALE ROBERT HILLEGONDS, 18254 School Street, Lansing, Illinois 60438; hereinafter collectively called "Owner," and AMOCO PIPELINE COMPANY, a Maine corporation, whose address is One Mid America Plaza, Suite 300, Oakbrook Terrace, Illinois 60181, 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:

Right of Way dated March 18, 1952, executed by Wilhelmina Meeter, as grantor, unto Sinclair Pipe Line Company (now known as ARCO Pipe Line Company), its successors and assigns, as grantee, covering Part of the Northeast Quarter of the Northwest Quarter (NE/4NW/4) of Section 28, Township 36 North, Range 9 West of the Second P.M., in Lake County, Indiana, and more particularly described as follows: Commencing at the Northwest corner of said Northeast Quarter of the Northwest Quarter (NE/4NW/4) of Section 28, as aforesaid, going thence due South 18 rods; thence due East 10 rods; thence due North 18 rods; thence due West 10 rods to the place of beginning, containing 1 1/8 acres, more or less, excepting the South 100 feet of said above described property, Lake County, Indiana; said contract was filed for record on April 18, 1952, in Book 565, Page 587, of said county.

Partial Assignment of Rights of Way and Easements dated August 28, 1984, and filed for record on September 7, 1984, as Document 771604, 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 terms and provisions of said right-

20 APR 1996
CLO

of-way contract under the conditions herein 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 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:

The West 37 feet of Lots 1 and 2, in Boomsma Addition, an Addition to the Town of Highland, Lake County, Indiana as recorded in Plat Book 78, Page 89, in the Office of the Recorder of 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 defined 37-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 heirs, 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, their 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, 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, Suite 300, Oakbrook Terrace, Illinois 60181.

Amoco, its successors, grantees, 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 heirs, successors, grantees, 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 21ST day of MARCH, 1996.

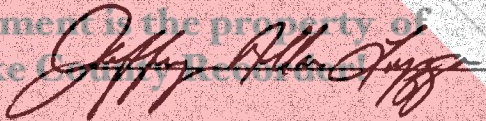
BRUCE ARNOLD BOOMSMA



Document is
NOT OFFICIAL

JEFFERY ALLAN LYZENGA

This Document is the property of
the Lake County Board of Health



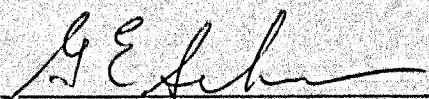
KEVIN DeVRIES



DALE ROBERT HILLEGONDS



AMOCO PIPELINE COMPANY

BY: 

G. E. Schau
Manager Reliability Centered
Maintenance

WAM

THE STATE OF Illinois)
COUNTY OF Cook)

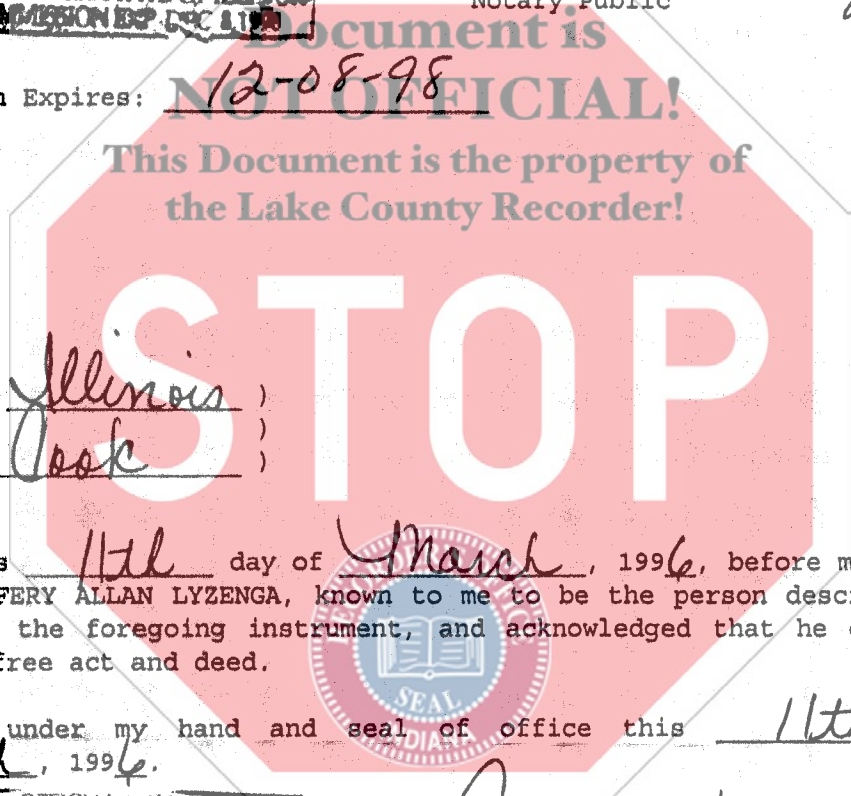
On this 11th day of March, 1996, before me personally appeared BRUCE ARNOLD BOOMSMA, known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Given under my hand and seal of office this 11th day of March, 1996.



Ann Klootwyk
Notary Public

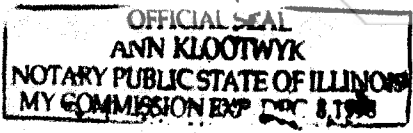
My Commission Expires: 12-08-98



THE STATE OF Illinois)
COUNTY OF Cook)

On this 11th day of March, 1996, before me personally appeared JEFFERY ALLAN LYZENGA, known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Given under my hand and seal of office this 11th day of March, 1996.



Ann Klootwyk
Notary Public

My Commission Expires: 12-08-98

THE STATE OF Illinois)
COUNTY OF Cook)

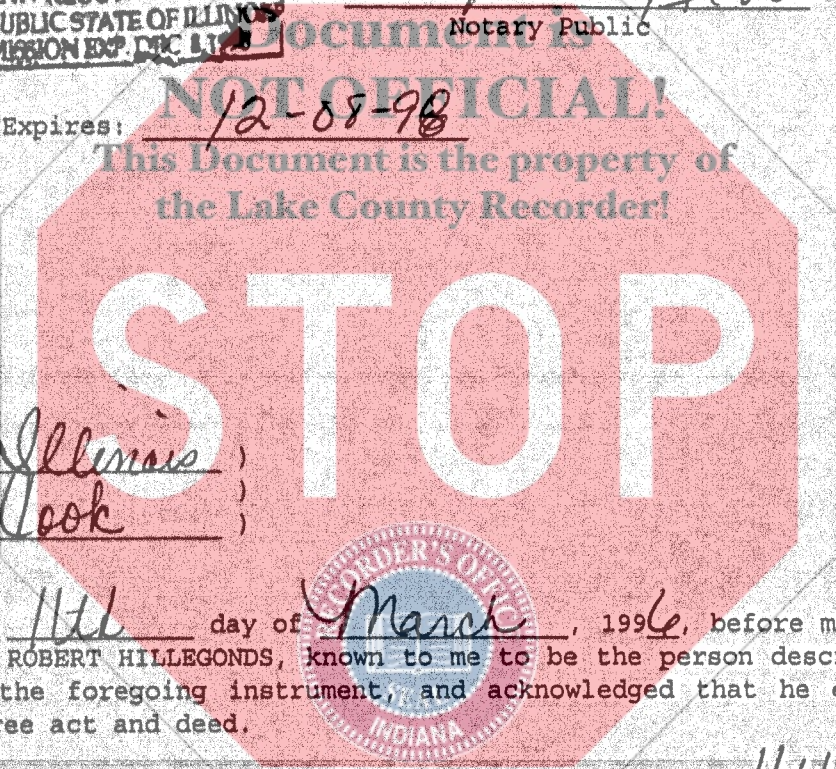
On this 11th day of March, 1996, before me personally appeared KEVIN DEVRIES, known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Given under my hand and seal of office this 11th day of March, 1996.

OFFICIAL SEAL
ANN KLOOTWYK
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. DEC. 11, 98

Ann Klootwyk
Notary Public

My Commission Expires: 12-08-98



THE STATE OF Illinois)
COUNTY OF Cook)

On this 11th day of March, 1996, before me personally appeared DALE ROBERT HILLEGONDS, known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Given under my hand and seal of office this 11th day of March, 1996.

OFFICIAL SEAL
ANN KLOOTWYK
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. DEC. 11, 98

Ann Klootwyk
Notary Public

My Commission Expires: 12-08-98

THE STATE OF ILLINOIS)
)
COUNTY OF DuPAGE)

Before me, a Notary Public in and for said County and State, on this day personally appeared G. E. Schau, known to me to be the Manager Reliability Centered Maintenance, respectively, of Amoco Pipeline Company, a corporation of the State of Maine, and acknowledged to me that he 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 21ST day of MARCH, 1996.

OFFICIAL SEAL
MARK L TRELLA
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JAN. 5, 1996

Mark L. Trella
Notary Public

My Commission Expires: _____

Document Prepared By:
W. A. Moore
Amoco Pipeline Co.
One Mid America Plaza #300
Oakbrook Terrace, IL 60181

