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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MICHAEL W. CENTER
RECORDER

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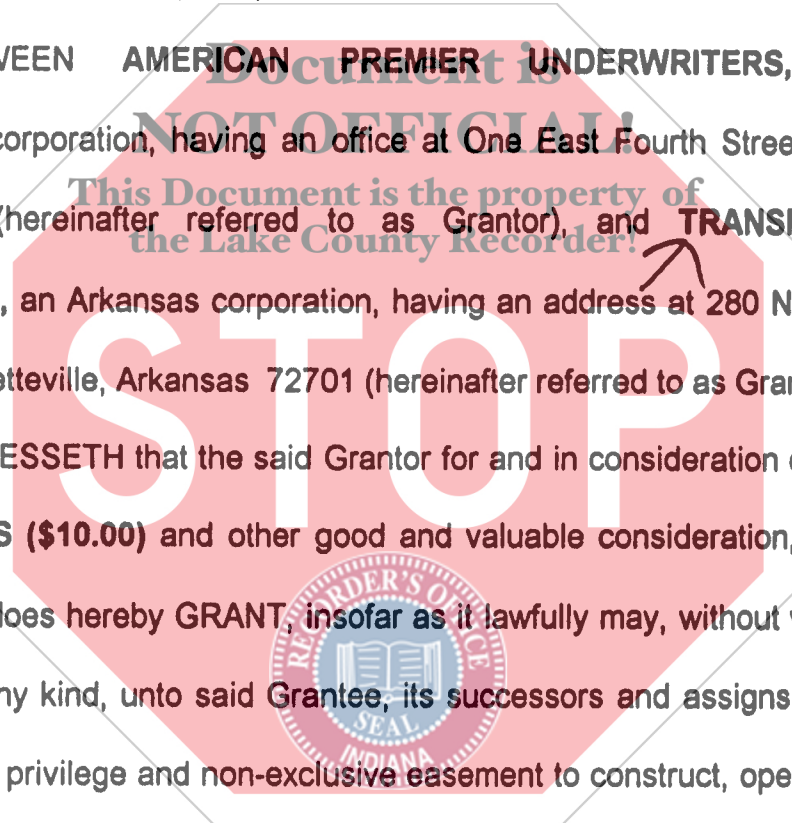
(AD)

EASEMENT

THIS GRANT made this 13th day of February, Nineteen
Hundred and Ninety-seven (1997);

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 TRANSMONTAIGNE
PIPELINE INC., an Arkansas corporation, having an address at 280 North College,
Suite 500, Fayetteville, Arkansas 72701 (hereinafter referred to as Grantee).

WITNESSETH that the said Grantor for and in consideration of the sum of
TEN DOLLARS (\$10.00) and other good and valuable consideration, 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 non-exclusive easement to construct, operate, inspect,
maintain, repair, replace, reconstruct and remove six connection pipelines as shown
on Exhibit "A" attached hereto and made a part hereof, across, under and through
the lands of the Pennel No. 2 Branch of railroad of said Grantor. The aforesaid
connection pipelines with any appurtenances thereto, hereinafter shall be referred to
singularly as the "FACILITY" and collectively as the "FACILITIES".



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SAM ORLICH
AUDITOR LAKE COUNTY

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EXCEPTING AND RESERVING, unto Grantor, its successors and assigns, the right to cross the Easement Areas 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 with notification from Grantor by certified letter to Grantee so long as said easements are not inconsistent with Grantee's full enjoyment of the easement rights herein granted and do not interfere with existing FACILITIES.

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

- 1) said Easement Areas shall be one at twenty (20) feet by twenty (20) feet and one at fifty (50) feet by eight (8) feet.
- 2) that the location as set forth in Exhibit "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 area 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 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, willful misconduct or bad faith 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 twenty-four (24) 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 above-ground 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 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.

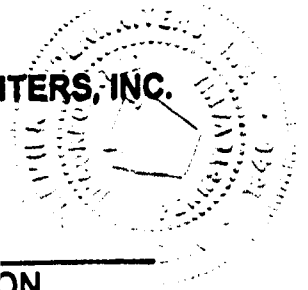
10) that Grantee hereby agrees to pay all costs and fees in conjunction with the filing or recording of this instrument in or with any public place or with any public agency or subdivision thereof.

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 named 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, Grantor has caused these presents to be fully executed the day and year first-above written.

AMERICAN PREMIER UNDERWRITERS, INC.



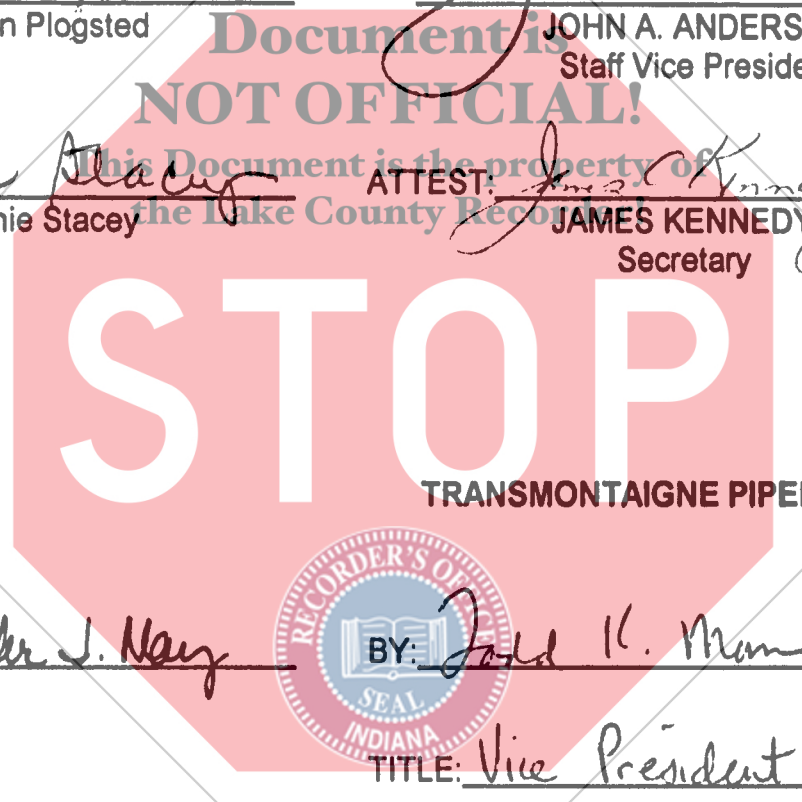
WITNESS:

Karen Plogsted
Karen Plogsted

BY: John A. Anderson
JOHN A. ANDERSON
Staff Vice President

Connie Stacey
Connie Stacey

ATTEST: James Kennedy
JAMES KENNEDY
Secretary



TRANSMONTAIGNE PIPELINE INC.,

WITNESS:

Jennifer J. May

BY: John H. Mann
TITLE: Vice President

Jennifer J. May

ATTEST: J. H. Mann
TITLE: See.

STATE OF OHIO :
: SS.
COUNTY OF HAMILTON :

BEFORE ME, a Notary public in and for said State of Ohio, personally appeared JOHN A. ANDERSON, known to be the Staff Vice President of AMERICAN PREMIER UNDERWRITERS, 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 Cincinnati, Ohio this 13th day of February, A.D. 1997.

Document is
NOTARIAL:
This Document is the property of
the Lake County Recorder!

James W. Lawrence
NOTARY PUBLIC



JAMES W. LAWRENCE
Notary Public, State of Ohio
My Commission Expires Jan. 24, 2002

STATE OF ARKANSAS :
: SS.
COUNTY OF Washington :

BEFORE ME, a Notary public in and for said State, personally appeared Todd K. Mann known to be the Vice President of TRANSMONTAIGNE 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 this 4th day of February, A.D. 1997.



Joyce Eubanks
NOTARY PUBLIC

"A" EXHIBIT

JAN-22-1997 12:58

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