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STATE OF INDIANA
LAKE COUNTY
PUBLIC RECORDS

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97 NOV - 10 **FILED**

NOV 31 1997

**SAM ORLICH
AUDITOR LAKE COUNTY**

EASEMENT

CN PIN No. 4770146 File No. L-83-18

Grand Trunk Western Railroad Incorporated (the "Railroad") a Delaware corporation, with offices at 2800 Livernois, Troy, Michigan 48007-5025, and Buckeye Pipe Line Company, L.P. ("the Grantee"), with offices at 3900 Hamilton Boulevard, Allentown, Pennsylvania 18103, enter into the following agreement:

WHEREAS, the Grantee desires to plan, install, construct, use, maintain, inspect, repair, renew and remove, as the case may be, an eight inch pipeline and a ten inch pipeline ("the Facility") along the route and parcels of land hereinafter described; and

WHEREAS, the Railroad is willing to grant to the Grantee a non-exclusive easement for the Facility on, along, above or underneath the Railroad's right-of-way and property near Wiggs and Main Streets at such location, hereinafter described at Railroad Mile Post 35.55, South Bend Subdivision, City of Griffith, Township of Calumet, Lake County, and State of Indiana.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged by the Railroad, the Railroad grants to the Grantee, its successors and assigns, a perpetual non-exclusive easement for the sole purpose of installing, constructing, using, maintaining, inspecting, repairing, renewing or removing, as the case may be, the Facility

001887

p.o. Box 368 Emmaus PA 18049

35.00
OK# 000002351

on, along, above or underneath the Railroad's right-of-way and premises described on the attached Exhibit A.

The foregoing easement is granted on the following terms and conditions:

1. Prior to any installation being undertaken, the Grantee shall furnish the Railroad the plans and details of the proposed construction which shall be subject to the acceptance and written approval of the Railroad's District Engineer. Any underground Facility shall be at a minimum depth of 5 feet 6 inches below the base of rail and 4' below bottom of any ditches or drainage culverts. Any overhead Facility shall have a minimum clearance of 25 feet above the top of rail.
2. All the planning, installing, construction, maintenance, repair, renewal or removal, as the case may be, of the Facility, including the furnishing of all labor, materials, tools and equipment, shall be performed by the Grantee at its sole cost and expense.
3. Any planning, installing, construction, maintenance, repair, renewal or removal shall be performed without any damage to the Railroad's property, including, but not by way of limitation, changes to the roadbed or surface, subsidence of its lands, and without any interference with the operation of the Railroad.
4. Neither the Grantee nor its contractors shall cross over the Railroad's tracks with any equipment except at public crossings. The Grantee shall not allow any equipment, including crane booms, to work any closer than twenty (20) feet from the nearest rail.
5. The Grantee shall give notice to the Railroad's Engineer in Troy, MI at 248.740.6540 or 248.740.6278 not less than seventy-two (72) hours, excluding Saturdays, Sundays and holidays, before beginning any work or making any inspections, repairs,

replacements, renewals or removals to the Facility to allow Railroad to assign a flagman; provided, however, that emergency repairs required to preserve life or property may be made with notice less than seventy-two (72) hours. Grantee shall not perform any work on Railroad property unless a flagman is present or deemed not necessary by Railroad. All inspections, repairs, replacements, renewals or removals of the Facility shall be conducted in such manner as in the sole judgment of the Railroad's District Engineer will in no way interfere with the proper and safe operation, use and enjoyment of the property and railroad of the Railroad or the poles, wires, conduits or other equipment located on the property of the Railroad. Upon completion of the work, Railroad property disturbed during the work shall be restored to the same or as good a condition as it was prior to doing such work.

6. During the installation, maintenance, inspection, repair, renewal and removal of the Facility and during any activity involving the easement conveyed, the Grantee, at its own cost and expense, shall reimburse the Railroad for inspection, flagging expenses and any other expenses resulting from the construction, maintenance, repair, replacement, renewal or removal of the Facility, on receipt of bills therefor.

7. If the Grantee has any work permitted herein performed by a contractor, the dealings of the contractor shall be handled through the Grantee and not directly with the Railroad; and contracts entered into by and between the Grantee and the contractor relative to said work shall be subject to all the terms and conditions of this easement agreement.

8. To the extent permitted by law, the Grantee hereby agrees to indemnify, defend and to hold the Railroad harmless against any and all construction liens, and all other claims, liabilities, damages and expenses asserted against Railroad as a result of, or in any way related to,

the Grantee's occupation and use of the easement area and operations conducted thereon by or on behalf of the Grantee pursuant to the easement agreement; provided, however, that the Grantee shall not be responsible for any claims, liabilities or damages resulting solely from the intentional or negligent acts of the Railroad.

9. The Grantee acknowledges that installing its Facility on the right-of-way of the Railroad provides some risk that the Facility may be damaged in the course of train operations. Therefore, notwithstanding any other language in this easement agreement to the contrary, the Grantee releases the Railroad from any loss, damage and/or claim the Grantee may have against the Railroad resulting from derailments or other accidents of a similar catastrophic nature, from vibration or other activities of the Railroad in the ordinary course of its operations.

10. Upon the request of Railroad, the Grantee shall deliver or cause to be delivered to the Railroad a certified copy of an insurance policy or policies naming Grand Trunk Western Railroad Incorporated as additional insured and containing terms acceptable to the Railroad prior to the commencement of any work on Railroad property. Coverage shall be provided with limits of liability in the amount of Two Million Dollars (\$2,000,000.00) combined single limit per occurrence for bodily injury, death and property damage with an aggregate limit of Six Million Dollars (\$6,000,000.00) per year to insure the obligations for indemnity assumed by the Grantee under the provisions of this agreement. The insurance herein specified shall be with an acceptable insurance company authorized to do business in the state in which the Facility is located and shall be kept in effect until all work required to be performed under the terms of this easement agreement is completed to the satisfaction of the Railroad's District Engineer. The insurance coverage shall contain the following endorsement:

"It is hereby agreed that thirty (30) days' prior written notice of cancellation, expiration, or termination of coverage provided by this policy shall be given to the Grand Trunk Western Railroad Incorporated, Property Management Department, 2800 Livernois, Suite 300, Troy, MI 48083-1222."

If the insurance is canceled, the Grantee shall cease operations as of the date of cancellation, remove all of its equipment and materials from Railroad property and shall not resume operations until a new insurance policy is in force and delivered to the Railroad. It is agreed that the furnishing of the insurance shall not be deemed to be a limitation of the liability of the Grantee, but shall be deemed additional security to the Railroad. The Railroad reserves the right to change the insurance requirements contained herein to reflect changes in laws, claims and accident experiences.

The Grantee may, at its option, self insure the foregoing insurance requirement and if it chooses to do so shall provide the Railroad with a self insurance certificate.

11. The parties agree to the following environmental indemnification language:

A. Definitions

1. "Hazardous Materials," as used in this article, is as defined in 42 USC 6901 et seq, and any regulations promulgated pursuant thereto.

2. "Pollutants," as used in this article, is as defined in 33 USC 1251 et seq, and any regulations promulgated pursuant thereto.

3. "Contamination" includes both Hazardous Materials and Pollutants.

B. Grantee agrees to indemnify and save harmless the Railroad, its officers and directors, employees and agents (each and all hereinafter "Indemnitees"), from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits,

and costs and expenses incidental thereto (including cost of defense, settlement, and attorneys' fees), which Indemnitees may hereafter suffer, incur, be responsible for or pay out as a result of any governmental or private order, directive, administrative proceeding, rule, regulation, law, statute, ordinance or suit to cease, desist and refrain from all activities relating to the handling, treatment, storage, removal, extraction and disposal of pollutants or hazardous materials in the water or soil and/or ground water of the Easement area, or as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), pollution or contamination of or adverse effects on the environment, or any violation or alleged violation of laws, statutes, ordinances, orders, rules or regulations of any governmental entity or agency, caused by or arising out of any Pollutants or Hazardous Materials in the water or soil or ground water of the Railroad's right-of-way and caused by Grantee's acts or omissions or Grantee's Facility.

12. It is expressly understood and agreed that the easement herein granted shall in no way preclude the full, free and complete use of the right-of-way and property of the Railroad for the installation and maintenance of railroad tracks thereon and the operation of locomotives, trains and cars thereover; and for any other purpose or use by the Railroad that does not interfere with the Grantee's ability to install, operate and maintain the Facility, and that the Railroad shall at all times have the full, free and unobstructed use of the said right-of-way and property.

13. If the Grantee abandons this Easement, it shall provide written notice to the Railroad of such abandonment and furnish to the Railroad a recordable release of easement.

14. In the event of abandonment or discontinued use of the Facility, the Railroad shall have the right to determine which, if any, of the abandoned Facility may be allowed to remain on the Railroad's premises and under what circumstances or which must be removed from the Railroad's premises. In any event, the Grantee will, at its sole cost and expense, comply with the Railroad's written determination and restore the land to a neat and level condition satisfactory to the Railroad's District Engineer within sixty (60) days following such delivery of written determination.

15. If Railroad changes the grade or alignment of its tracks, installs new tracks or makes additions to or modifications to its existing tracks, Railroad shall notify Grantee in writing of such changes, installations, additions, or modifications, as the case may be. Grantee shall, at its sole cost and expense, and within 30 days from the date of such notice or such longer period of time as may be reasonably necessary for Grantee to acquire approval from an appropriate regulatory agency for a line relocation, commence to relocate, strengthen, support, or otherwise protect or modify the Facility and thereafter promptly complete such work, (any such requested action hereinafter referred to as "Modifications"). Where available, and if necessary, Railroad shall provide so much of its land to Grantee for such Modifications without additional compensation from Grantee. If any governmental agency requires the Grantee to make temporary or permanent Modifications, such Modifications shall be done at no expense to Grantor. All construction in connection with any Modifications shall comply with the terms and condition of this Agreement.

With respect to Modifications, the cost and expense of which is Grantee's responsibility, Railroad agrees that Grantee shall be given an opportunity to seek alternative methods, reasonably

acceptable to Railroad, which would eliminate the necessity of relocating the Facilities, or reduce the cost and expense thereof, including but not limited to the acquisition of additional land at Grantee's sole cost and expense, which could accommodate the relocation or improvement of Railroad's operations.

16. a. This Inductive Interference paragraph applies solely to inductive interference between Grantee's Facility and Railroad's railroad track(s), structures, power lines or poles, train control system, communication, signal or other wires, electrical or electronic apparatus ("Railroad's Equipment").

b. Grantee at its own expense, will at all times, maintain in the electrical system in which Grantee's Facility is a part, the general coordinative methods which are applicable to supply circuits and their equipment as prescribed or specified, as follows:

- i. The latest existing amendment or successor publication to the Association of Principles and Practices for Inductive Coordination of electric Supply and Communications Systems;
- ii. The latest applicable publication of Electrical Power Research Institute (EPRI);
- iii. Applicable data or conclusions from the AAR/EPRI Corridor or other applicable EPRI computer Program; and
- iv. Data or conclusions produced jointly by the AAR and EPRI.

In all cases, the latest of the above will prevail, provided it has been made known to Grantee.

c. If Railroad believes these general coordinative methods are not sufficient to avoid inductive interference by Grantee, Railroad shall cooperate with Grantee to determine what specific coordinative methods of providing the best engineering solutions are required. The

specific methods so determined shall be put into effect and Grantee shall bear the cost of the methods, irrespective of whether the methods are applied to the supply, communication or signal circuits.

d. This agreement does not require methods be applied to preclude occasional disruption to Railroad's Equipment from events such as power system faults, except if the methods are jointly prescribed or specified by the Association of American Railroads and the Electric Power Research Institute. Nevertheless, Grantee is responsible for the cost of repairing damage to Railroad's Equipment directly caused by these events.

e. If Grantee's Facility is proven, according to paragraph b, to cause disruptive inductive interference to Railroad's equipment, then Grantee shall promptly remedy disruptive inductive interference as a result of the presence of Grantee's Facility. If Grantee fails to do so immediately, then Railroad may do so in the most cost effective way, and Grantee agrees to reimburse to Railroad the full cost and expense of the remedy.

17. The Grantee shall have the right, from time to time and at no additional cost, to cut, trim remove, destroy, or otherwise control any trees and brush that may, in Grantee's opinion, interfere or threaten to interfere with or be hazardous to the Facilities. All trees and brush cut or trimmed by Grantee shall be removed from the premises by Grantee. The method used by Grantee to destroy and control trees and brush shall be approved by the Railroad's District Engineer. Grantee shall not use spraying as a method for tree and brush control.

18. All notices required to be given by this Easement agreement shall be given to the parties as follows or as the parties may otherwise advise in writing:

Grantee
Manager, Right of Way
Buckeye Pipe Line Company
3900 Hamilton Boulevard
Allentown, PA 18103

and Manager, Asset Management
Real Estate Department
Grand Trunk Western Railroad Inc.
2800 Livernois
Troy, MI 48007-5025

19. The rights herein granted and the terms and conditions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto and are deemed to run with the land.

20. This Easement Agreement shall be construed, governed and enforced in accordance with the laws of the state in which the Facility is located.

21. This Easement will cancel and supersede license agreements effective September 1, 1959 and October 18, 1965 covering the Facility.

IN WITNESS WHEREOF, this Agreement is effective on October 1, 1997.

WITNESSES

C. J. Tucker
C. J. TUCKER

Krisanne M. Schmidt
Krisanne M. Schmidt

GRAND TRUNK WESTERN
RAILROAD INCORPORATED,
a Delaware corporation

By: T. J. Rigley
T. J. Rigley
Its: Manager, Asset Management

BUCKEYE PIPE LINE COMPANY, L.P.
By: Buckeye Pipe Line Company
Its Sole General Partner

Linda E. Conrad
LINDA E. CONRAD

Eric P. Wertman
ERIC P. WERTMAN

By: Stephen C. Muther
Stephen C. Muther
Senior Vice President, Administration
and General Counsel

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on October 8, 1997
by T. J. Rigley, Manager, Asset Management of Grand Trunk Western Railroad Incorporated, a
Delaware corporation, on behalf of the said corporation.

Krisanne Schmidt

Notary Public

_____ County, State of Michigan
My Commission Expires: _____

KRISANNE SCHMIDT
NOTARY PUBLIC STATE OF MICHIGAN
OAKLAND COUNTY
MY COMMISSION EXP. APR. 30, 1999

COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF Delaware)

On the 1st day of October, 1997, the above-named Stephen C. Muther, as
Senior Vice President, Administration, and General Counsel, personally appeared before me and
acknowledged the foregoing to be his free act and deed and the free act and deed of Buckeye
Pipe Line Company, a Delaware corporation, acting as sole general partner for and on behalf of
Buckeye Pipe Line Company, L.P., a Delaware limited partnership.

Robin L. Clark

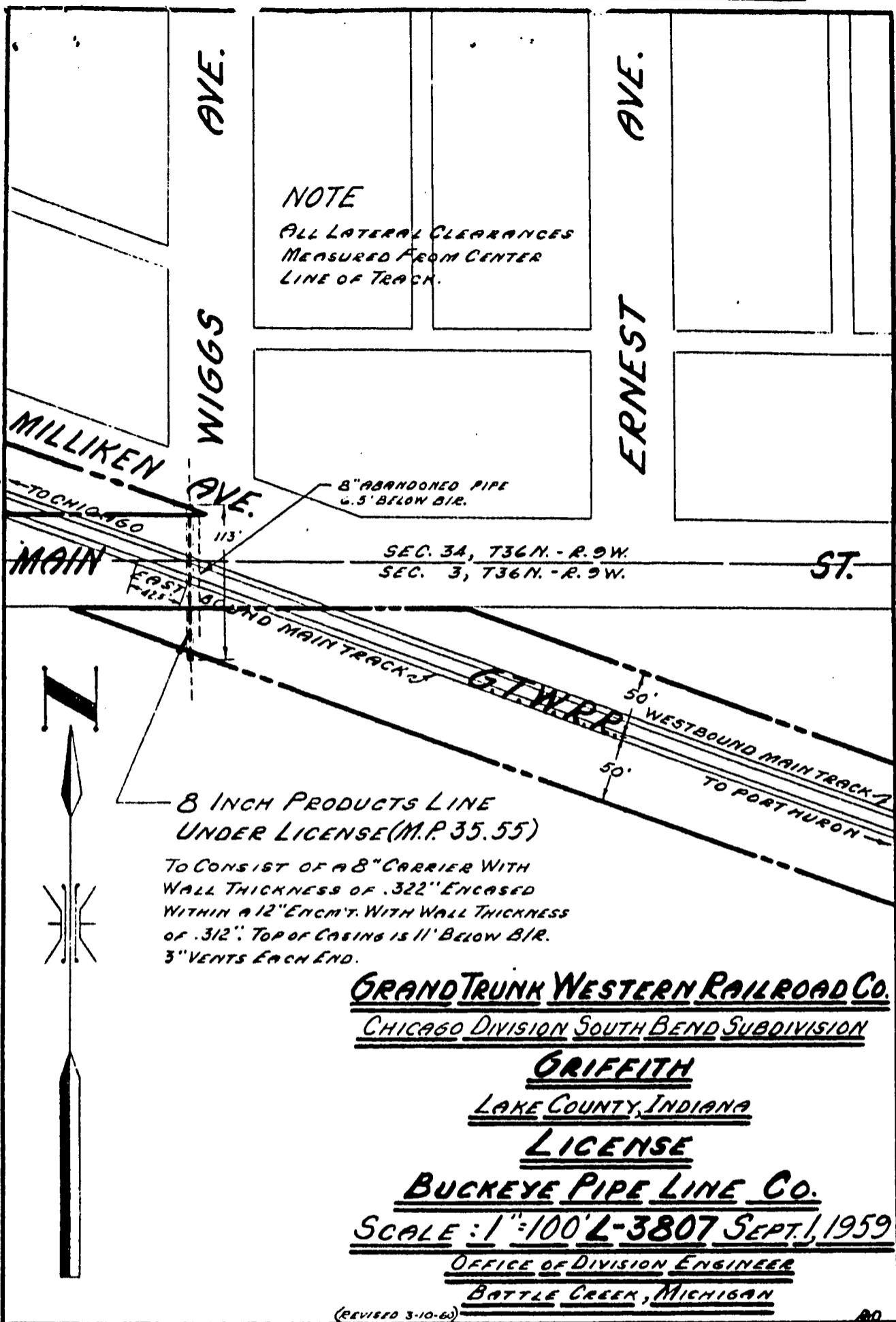
Notary Public

Notarial Seal
Robin L. Clark, Notary Public
Radnor Twp., Delaware County
My Commission Expires May 21, 2001
Member, Pennsylvania Association of Notaries

Document prepared by:
Kevin M. Stanko, Esq.
Hopkins & Sutter
Suite 220
2800 Livernois
Troy, MI 48083-1220

EXHIBIT A - LAKE COUNTY, INDIANA

LEASE NUMBER	DATE OF AGREEMENT	LOCATION
83-18	09/01/59	8" Pipeline crossing Grand Trunk Western Railroad Company tracks in Section 3 and Section 34, T36N, R9W, Calumet Township, Lake County, Indiana, more specifically at railroad mile post 35.55, at the intersection of Wiggs Avenue and Main Street with the railroad (see Drawing A attached)
83-18	10/18/65	10" Pipeline crossing Grand Trunk Western Railroad Company tracks in Section 3 and Section 34, T36N, R9W, Calumet Township, Lake County, Indiana, more specifically at railroad mile post 35.55, at the intersection of Wiggs Avenue and Main Street with the railroad (see Drawing B attached)



NOTE

ALL LATERAL CLEARANCES
MEASURED FROM CENTER
LINE OF TRACK.

8" ABANDONED PIPE
6.5' BELOW B.R.

SEC. 34, T36N. - R. 9W.
SEC. 3, T36N. - R. 9W.

8 INCH PRODUCTS LINE
UNDER LICENSE (M.P. 35.55)

TO CONSIST OF A 8" CARRIER WITH
WALL THICKNESS OF .322" ENCASED
WITHIN A 12" ENCM'T. WITH WALL THICKNESS
OF .312"; TOP OF CASING IS 11' BELOW B.R.
3" VENTS EACH END.

GRAND TRUNK WESTERN RAILROAD CO.

CHICAGO DIVISION SOUTH BEND SUBDIVISION

GRIFFITH

LAKE COUNTY, INDIANA

LICENSE

BUCKEYE PIPE LINE CO.

SCALE: 1"=100' L-3807 SEPT. 1, 1959

OFFICE OF DIVISION ENGINEER

BATTLE CREEK, MICHIGAN

(REVISED 3-10-60)

80

BOUNDARIES OF G.T.W.R.R. LAND -----

8 INCH PRODUCTS LINE UNDER LICENSE ---

CORRECT:
J. J. Johnston
DIVISION ENGINEER

This is the plan referred to in the

LICENSE

Hereunto annexed.

Drawing
A

Dated 1st day of September, 1959

THE BUCKEYE PIPE LINE COMPANY -

By G. A. Scrafford

G. A. Scrafford

Its Vice President, Operations

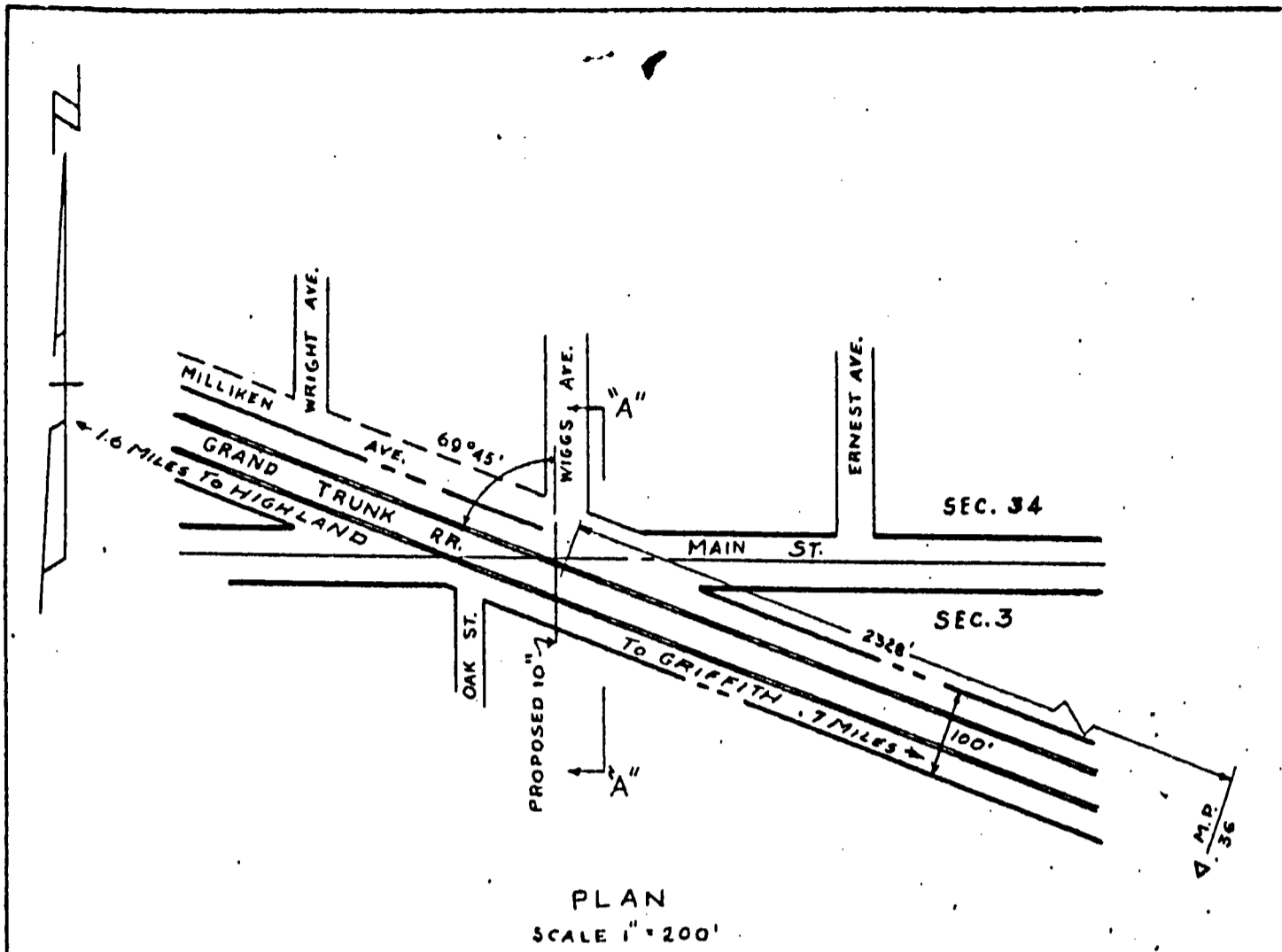
APPROVED

R. J. H.

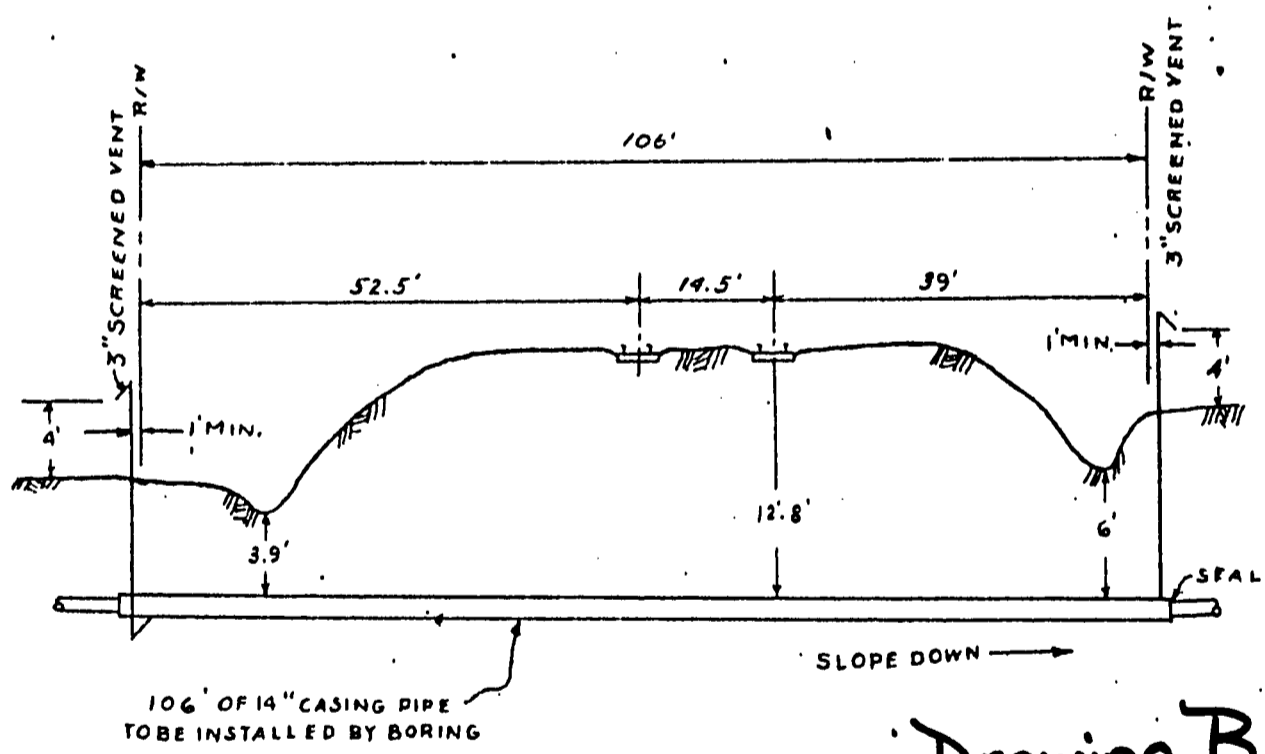
Witness

xx J. Reed

xx _____



PLAN
SCALE 1" = 200'



106' OF 14" CASING PIPE
TO BE INSTALLED BY BORING

Drawing B

SECTION A-A
SCALE HORIZ. 1" = 20' VERT. 1" = 10'

NOTE:
EXISTING 8" PIPE & 12" CASING TO BE REMOVED.
INSTALL 10" PIPE & 14" CASING IN SAME LOCATION

	CARRIER PIPE	CASING	BUCKEYE PIPE LINE CO. LIMA, OHIO	
DIAMETER	10"	14"	PROPOSED LOCATION OF 10" PIPE LINE CROSSING THE GRAND TRUNK RAILROAD CALUMET TP. LAKE CO. INDIANA	
MATERIAL & SPEC. GRADE	GRADE B STEEL	STEEL		
WALL THICKNESS	.203	.375"		
WEIGHT PER FOOT	22.88#	54.57#		
WORKING PRESSURE	300#			
TEST PRESSURE	1375#		DATE 9-6-65	P-14-49
TYPE OF JOINT	WELD	WELD	DR. BY G.W.F.	
			SCALE SHOWN	