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Prepared by \*  
After Recorded, return to: \*  
DLA Piper Rudnick Gray Cary US LLP  
203 North LaSalle Street, Suite 1900  
Chicago, IL 60601  
Attention: Harold B. Pomerantz

**BLANKET EASEMENT AGREEMENT**  
**(ROW 1)**

THIS BLANKET EASEMENT AGREEMENT ("Easement Agreement") is made as of May 9, 2007 by THE CITY OF WHITING, an Indiana municipal corporation ("Grantor"), in favor of BP PRODUCTS NORTH AMERICA INC., a Maryland corporation ("Grantee"). The following statements are a material part of this Easement Agreement:

A. Grantor is vested with fee simple estate in the real property legally described on Exhibit A attached hereto (the "Land").

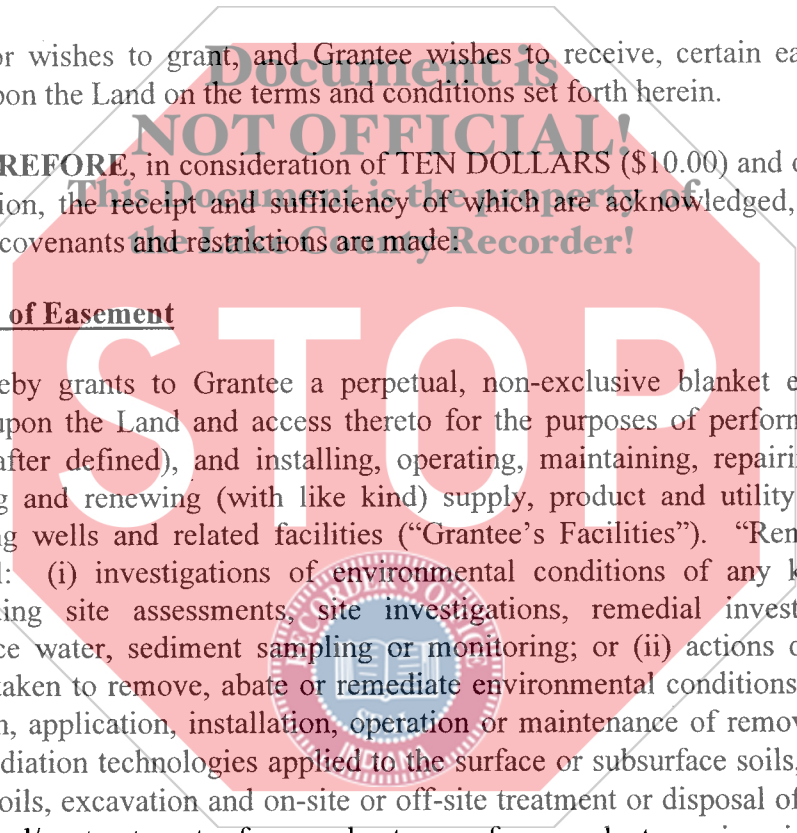
B. Grantee is vested with fee simple estate in certain real estate located immediately adjacent to the Land.

C. Grantor wishes to grant, and Grantee wishes to receive, certain easements over, under, across and upon the Land on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the following grants, agreements, covenants and restrictions are made:

1. **Grant of Easement**

Grantor hereby grants to Grantee a perpetual, non-exclusive blanket easement over, under, across and upon the Land and access thereto for the purposes of performing Remedial Actions (as hereinafter defined), and installing, operating, maintaining, repairing, relocating, removing, replacing and renewing (with like kind) supply, product and utility pipelines and conduits, monitoring wells and related facilities ("Grantee's Facilities"). "Remedial Action" means any and all: (i) investigations of environmental conditions of any kind or nature whatsoever, including site assessments, site investigations, remedial investigations, soil, groundwater, surface water, sediment sampling or monitoring; or (ii) actions of any kind or nature whatsoever taken to remove, abate or remediate environmental conditions, including the use, implementation, application, installation, operation or maintenance of removal actions, in-situ or ex-situ remediation technologies applied to the surface or subsurface soils, encapsulation or stabilization of soils, excavation and on-site or off-site treatment or disposal of soils, systems for the recovery and/or treatment of groundwater or free product, engineering controls or institutional controls. The grant of easement contained herein is an easement only, and such easement does not grant, demise, transfer or otherwise convey, and shall not be deemed to grant,



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PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

926-8269  
**TICOR TITLE INSURANCE**

demise, transfer or otherwise convey, any other right, title or interest whatsoever in or to any portion of the Land to Grantee.

2. **Use of Easement Areas**

Grantee shall have the right of access, ingress and egress across the Land or for any purpose granted herein, and Grantee's access, ingress, egress and exercise of its rights hereunder will be exercised in a commercially reasonable manner. Grantee acknowledges that Grantor intends to construct a roadway and other ancillary improvements (collectively, "Grantor's Improvements") on the Land. Accordingly, from and after the date on which Grantor's Improvements have been constructed, Grantee shall not exercise any right hereunder that would materially and adversely interfere with the use and operation of Grantor's Improvements without giving Grantor prior written notice thereof.

3. **Repair and Maintenance**

Grantor shall be responsible, at its sole cost and expense, for the repair, maintenance and condition of Grantor's Improvements and the Land, other than Grantee's Facilities; provided, however, Grantee shall be responsible for the repair and restoration of any damage to the Land or Grantor's Improvements caused by the acts or omissions of Grantee, its agents, employees, contractors or invitees. Grantor shall not interfere with the operation of Grantee's Facilities or Grantee's exercise of the rights granted hereunder. Grantee shall be responsible, at its sole cost and expense, for the repair, maintenance and condition of Grantee's Facilities; provided, however, Grantor shall reimburse Grantee for the repair and restoration of any damage to Grantee's Facilities caused by the acts or omissions of Grantor, its agents, employees, contractors or invitees. Grantor shall reimburse Grantee for all reasonable costs, fees and expenses incurred in connection with the foregoing within ten (10) days following Grantee's written demand therefore. This Section shall survive the expiration or earlier termination of this Easement Agreement.

4. **Condition of the Land; No Representations or Warranties**

Grantee acknowledges that (i) Grantee is familiar with the condition of the Land, and (ii) Grantor has made no agreement to alter, subdivide or improve the Land other than the construction of Grantor's Improvements thereon. Grantor expressly disclaims representations or warranties of any kind regarding the Land.

5. **Running of Benefits**

All of the terms and provisions of this Easement Agreement, including the benefits and burdens hereof, shall run with the land and shall be binding upon and inure to the benefit of the respective heirs, assigns, licensees, invitees, successors, tenants, employees and personal representatives of the parties hereto. All of the covenants, agreements, rights, benefits and obligations created hereby may be terminated or amended, in whole or in part, by an instrument

executed by each of Grantor and Grantee and recorded in the office of the County Recorder in which the Land is located.

6. **Construction**

The rule of strict construction shall not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties hereto to convey commercially usable rights of enjoyment to Grantor and Grantee, and the reservations of certain rights to Grantor, is carried out.

7. **Notice**

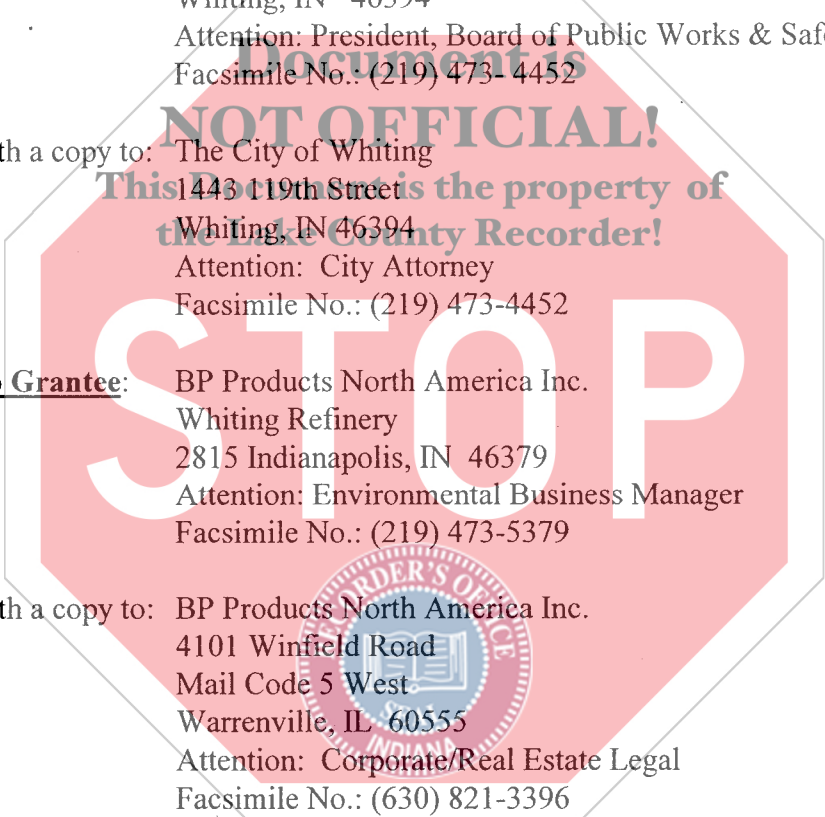
Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (i) in person, (ii) by certified or registered U.S. mail, postage prepaid, return receipt requested, or (iii) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and shall be addressed as follows:

**To Grantor:** The City of Whiting  
1443 119th Street  
Whiting, IN 46394  
Attention: President, Board of Public Works & Safety  
Facsimile No.: (219) 473- 4452

with a copy to: The City of Whiting  
1443 119th Street  
Whiting, IN 46394  
Attention: City Attorney  
Facsimile No.: (219) 473-4452

**To Grantee:** BP Products North America Inc.  
Whiting Refinery  
2815 Indianapolis, IN 46379  
Attention: Environmental Business Manager  
Facsimile No.: (219) 473-5379

with a copy to: BP Products North America Inc.  
4101 Winfield Road  
Mail Code 5 West  
Warrenville, IL 60555  
Attention: Corporate/Real Estate Legal  
Facsimile No.: (630) 821-3396



and: DLA Piper US LLP  
203 N. LaSalle Street, Suite 1900  
Chicago, Illinois 60601  
Attention: Harold Pomerantz, Esq.  
Fax No.:(312) 630-7365

Either party hereto may change the name and address of the designee to which notice shall be sent by giving written notice of such change to the other party hereto as hereinbefore provided. Any notice shall be effective on delivery or on the date delivery was refused.

8. **Miscellaneous**

A. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

B. In the computation of any period of time provided for in this Easement Agreement or by law, the day of the act or event from which the period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday, or legal holiday for national banks in the State of Indiana, in which case the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday, or legal holiday.

C. The headings of various Sections and paragraphs in this Easement Agreement are for convenience of reference only, and are not to be utilized in construing the content or meaning of the substantive provisions hereof.

D. In the event of litigation between the parties with respect to this Easement Agreement or the transactions contemplated hereby, the prevailing party therein shall be entitled to recover from the non-prevailing party all of its costs of enforcement and litigation, including, but not limited to, its reasonable attorneys' and paralegal fees, witness fees, court costs, court reporters' fees and other costs of suit.

E. This Easement Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall, taken together, constitute one and the same instrument.

(SIGNATURE PAGE TO FOLLOW)



Grantor and Grantee, by their authorized representatives or officers, have signed this document as of the date above indicated.

**GRANTOR:**

**GRANTEE:**

**THE CITY OF WHITING, an Indiana  
municipal corporation**

**BP PRODUCTS NORTH AMERICA INC.,  
a Maryland corporation**

By:

Its:

*Joselyn Kulewicz*  
Mayor / President Bd of Works

By:

Its:

\_\_\_\_\_

\_\_\_\_\_



STATE OF Indiana )  
 ) SS:  
COUNTY OF Lake )

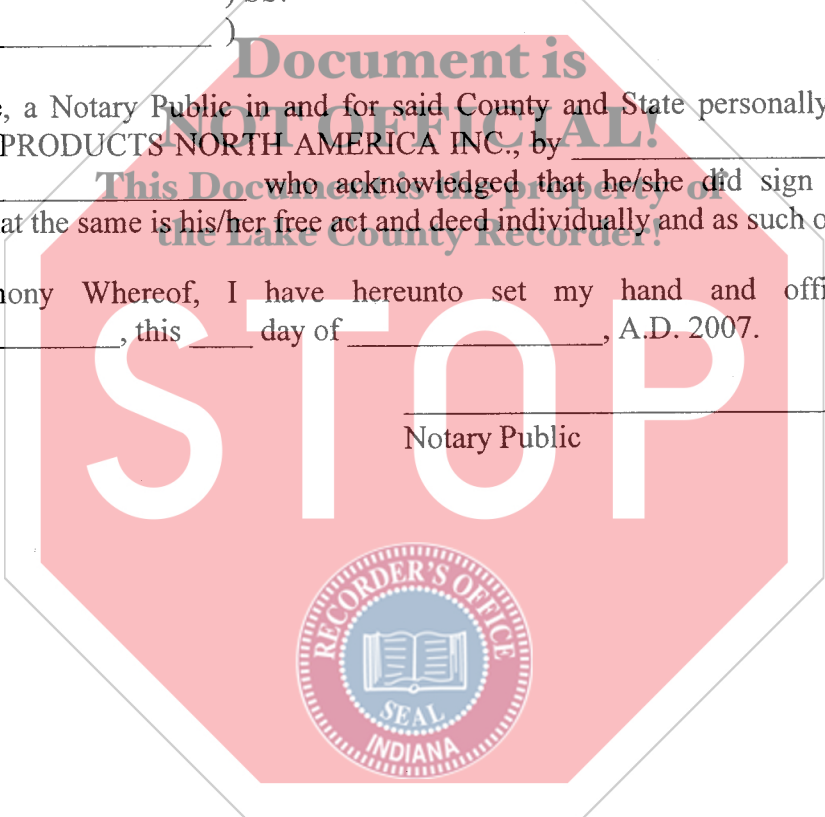
Before me, a Notary Public in and for said County and State personally appeared the above named THE CITY OF WHITING, by JOSEPH M. STAHURA, its MAYOR/PRESIDENT who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed individually and as such officer.

In Testimony Whereof, I have hereunto set my hand and official seal, at Whiting IN, this 9<sup>th</sup> day of May, A.D. 2007  
Margaret Dawonak  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State personally appeared the above named BP PRODUCTS NORTH AMERICA INC., by \_\_\_\_\_, its \_\_\_\_\_ who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed individually and as such officer.

In Testimony Whereof, I have hereunto set my hand and official seal, at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2007.  
\_\_\_\_\_  
Notary Public



Grantor and Grantee, by their authorized representatives or officers, have signed this document as of the date above indicated.

**GRANTOR:**

**GRANTEE:**

**THE CITY OF WHITING, an Indiana  
municipal corporation**

**BP PRODUCTS NORTH AMERICA INC.,  
a Maryland corporation**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: *Paul J. Hughes*  
Its: *Business Unit Leader*



STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State personally appeared the above named THE CITY OF WHITING, by \_\_\_\_\_, its \_\_\_\_\_ who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed individually and as such officer.

In Testimony Whereof, I have hereunto set my hand and official seal, at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2007.

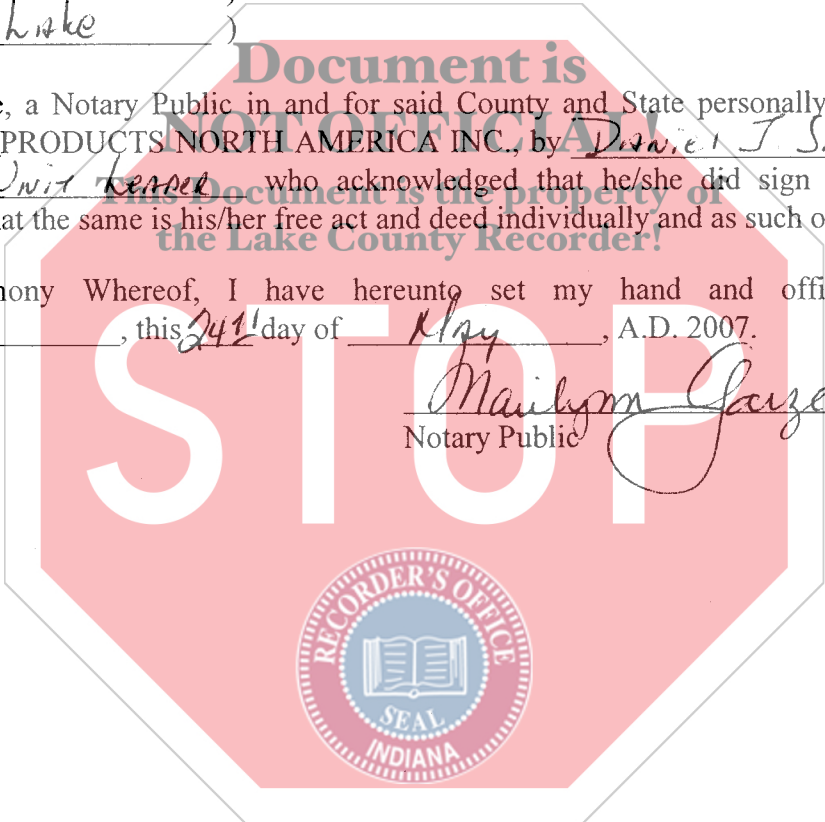
\_\_\_\_\_  
Notary Public

STATE OF Indiana )  
 ) SS:  
COUNTY OF Lake )

Before me, a Notary Public in and for said County and State personally appeared the above named BP PRODUCTS NORTH AMERICA INC., by Daniel J. Sajkowski, its Business Unit Leader who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed individually and as such officer.

In Testimony Whereof, I have hereunto set my hand and official seal, at \_\_\_\_\_, this 24<sup>th</sup> day of May, A.D. 2007.

Marilyn Garzella  
Notary Public





## Exhibit A

### Legal Description of the Land

That part of the Southwest 1/4 of the Northwest 1/4 of Section 8, Township 37 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana being bounded and described as follows:

Commencing at the Southwest corner of said Section 8; thence North 00 degrees 17 minutes 34 seconds West (bearing based upon the Indiana State Plane Western Zone Coordinate System), along the West line of the Southwest 1/4 of said Section 8, 2644.29 feet, to the Southwest corner of the Northwest 1/4 of said Section 8 and the centerline of 121st Street as presently occupied and monumented, said Southwest corner bearing North 88 degrees 59 minutes 30 seconds West, 2566.25 feet from the Southeast corner of the Northwest 1/4 of said Section 8, as monumented by the Office of the Lake County, Indiana Surveyor; thence South 89 degrees 12 minutes 35 seconds East, along the centerline of 121st Street as presently occupied and monumented, 473.00 feet; thence North 00 degrees 47 minutes 25 seconds East, at right angles to said centerline, 30.00 feet to a line 30.00 feet North of and parallel to said centerline and the North right of way line of 121st Street as presently occupied and monumented for the point of beginning; thence continuing North 00 degrees 47 minutes 25 seconds East, 2.00 feet, to a line 32.00 feet North of and parallel to said centerline; thence South 89 degrees 12 minutes 35 seconds East, along said parallel line, 691.67 feet to a point on a tangential curve to the left; thence Northeasterly along said tangential curve to the left, having a radius of 171.00 feet, an arc length of 72.159 feet, a chord length of 71.624 feet and a chord bearing of North 78 degrees 42 minutes 05 seconds East, to a tangential compound curve to the left; thence Northeasterly along said tangential compound curve to the left, having a radius of 51.00 feet, an arc length of 42.824 feet, a chord length of 41.577 feet, and a chord bearing of North 42 degrees 33 minutes 26 seconds East, to a tangential compound curve to the left; thence Northerly along said tangential compound curve to the left, having a radius of 100.00 feet, an arc length of 31.727 feet, a chord length of 31.594 feet, and a chord bearing of North 09 degrees 24 minutes 47 seconds East, to a line 38.00 feet West of and parallel to the centerline of Front Street as presently occupied and monumented; thence North 00 degrees 19 minutes 26 seconds East, along said parallel line, 407.00 feet; thence South 89 degrees 40 minutes 34 seconds East, at right angles to said parallel line, 3.00 feet, to a line 35.00 feet West of and parallel to the centerline of Front Street as presently occupied and monumented; thence North 00 degrees 19 minutes 26 seconds East, along said parallel line, 83.00 feet; thence South 89 degrees 40 minutes 34 seconds East, at right angles to said parallel line, 2.00 feet, to a line 33.00 feet West of and parallel to the centerline of Front Street as presently occupied and monumented; thence North 00 degrees 19 minutes 26 seconds East, along said parallel line, 54.74 feet, to the Southwesterly line of a parcel conveyed by Consolidated Rail Corporation to the City of Whiting, Indiana as described in Document Number 95026816 recorded May 16, 1995, in the Office of the Recorder of Lake County, Indiana; thence South 49 degrees 40 minutes 14 seconds East, along said Southwesterly line, 16.97 feet, to a line 20.00 feet West of and parallel to the centerline of Front Street as presently occupied and monumented and the West right of way line of Front Street as presently occupied and monumented; thence South 00 degrees 19 minutes 26 seconds West, along said parallel line, 613.23 feet, to a line 30.00 feet North of and parallel to the centerline of 121st Street as presently occupied and monumented and the North right of way line of 121st Street as presently occupied and monumented; thence North 89 degrees 12 minutes 35 seconds West, along said parallel line, 812.78 feet to the point of beginning. Said parcel containing 0.3118 acres (13,583.6 square feet) more or less.