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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
(STANDARD AVENUE)

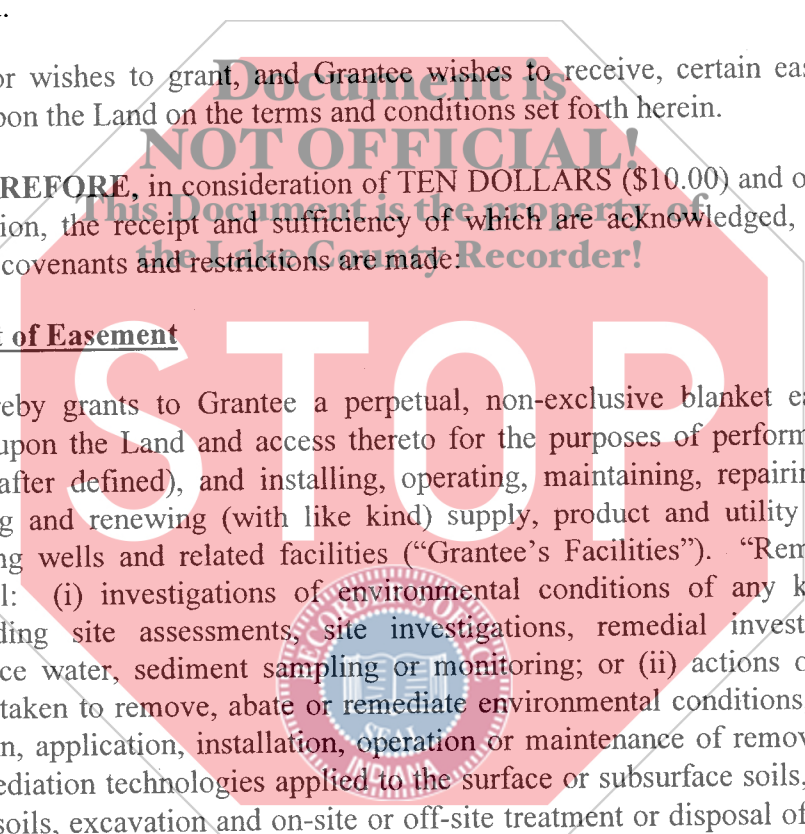
THIS BLANKET EASEMENT AGREEMENT ("Easement Agreement") is made as of May 9, 2007 by THE CITY OF WHITING, an Indiana municipal corporation ("Grantor"), in favor of BP PRODUCTS NORTH AMERICA INC., a Maryland corporation ("Grantee"). The following statements are a material part of this Easement Agreement:

- 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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LAKE COUNTY AUDITOR

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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.

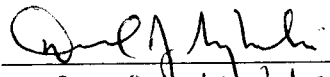
GRANTOR:

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

By: _____
Its: _____

GRANTEE:

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

By: 
Its: Business Unit Leader



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: *Joseph Kuter*
Its: *Mayor / President Bd of Works*

By: _____
Its: _____



STATE OF Indiana)
COUNTY OF Lake) SS:

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.

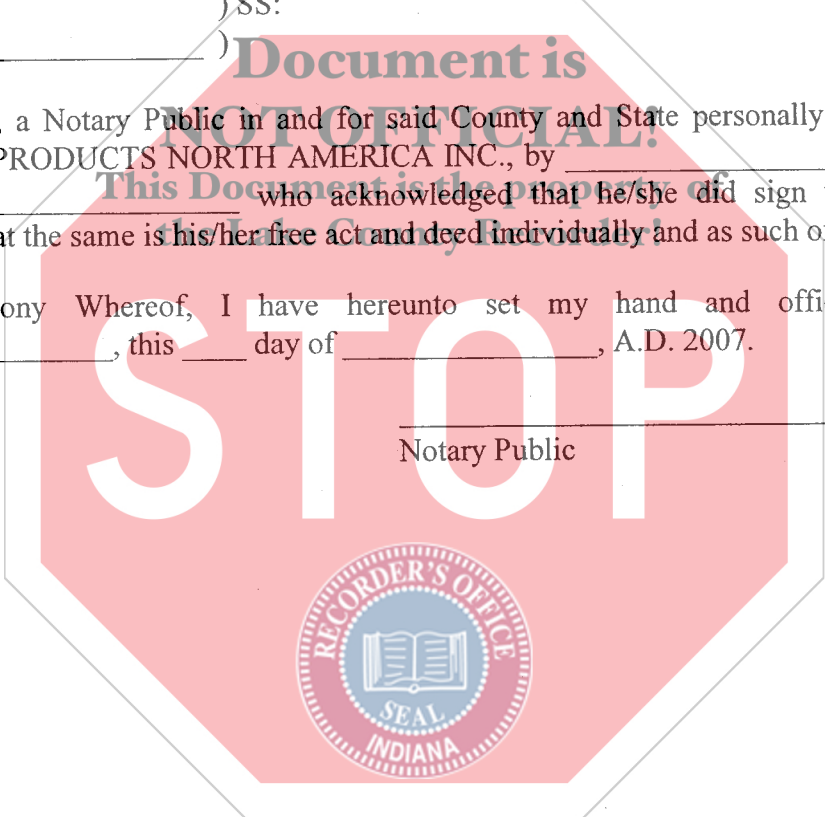
In Testimony Whereof, I have hereunto set my hand and official seal, at Whiting IN, this 9th day of May, A.D. 2007.
Margaret Krewniak
Notary Public

STATE OF _____)
COUNTY OF _____) SS:

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



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. Szykowski, its Business Unit Manager 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 24th day of May, A.D. 2007.

Marilyn Gorzella
Notary Public

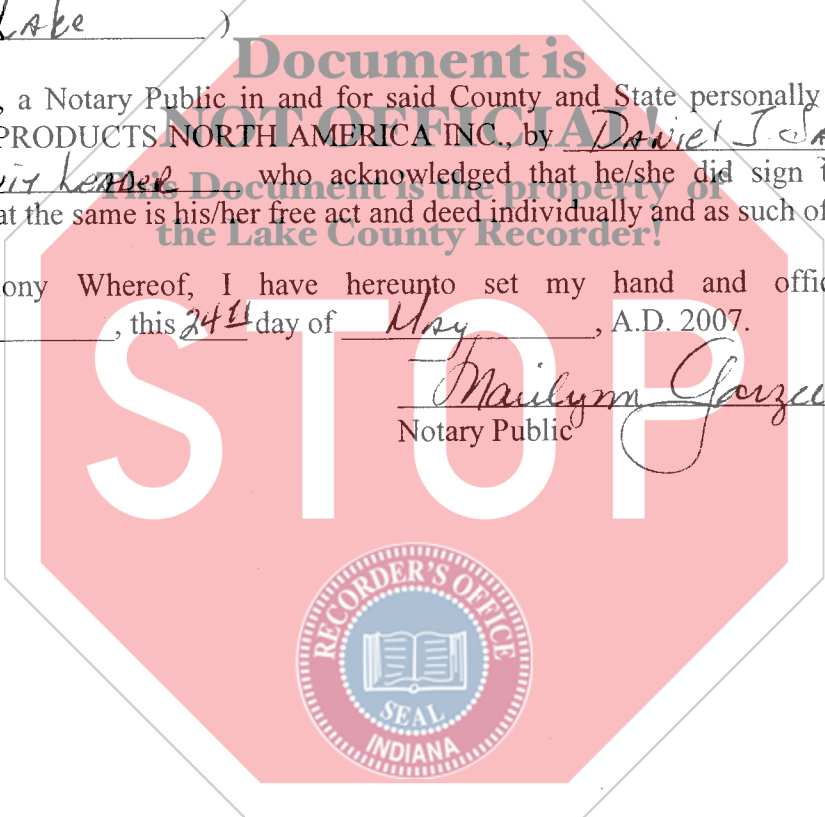


Exhibit A

Legal Description of the Land

A 40 foot wide strip of land in the Southeast 1/4 of the Northwest 1/4, the Northeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southeast 1/4, the Northeast 1/4 of the Southeast 1/4, and the Southwest 1/4 of the Southeast 1/4, all in Fractional Section 8, Township 37 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, more particularly described as follows:

(basis of bearings for this description), 1325.05 feet along the North line of said Southwest 1/4 to the East right of way line of Front Street, said line being 20.00 feet East of and parallel with the centerline of said Front Street; thence North 00 degrees 21 minutes 50 seconds East, 616.08 feet along said East right of way line to the Southwesterly right of way line of the former Consolidated Rail Corporation (CONRAIL) right of way (formerly the Pittsburgh, Fort Wayne and Chicago Railway Company right of way) as described in document number 95026816 recorded May 17, 1995, in the Office of the Recorder of Lake County, Indiana.; thence North 03 degrees 06 minutes 08 seconds East, 125.59 feet along said East right of way line of Front Street to the Southwesterly right of way line of a 30-foot wide strip of land for Standard Avenue as described in Miscellaneous Records Book 40 pages 243 and 244 recorded May 17, 1906 and as shown on a plat of survey for the opening of said Standard Avenue referenced as page B-2776 in said recorder's office and the point of beginning of this description; thence North 00 degrees 21 minutes 50 seconds East, 52.19 feet along a line that is 26.00 feet East of and parallel with the centerline of said Front Street to the Northeasterly right of way line of a 10 foot wide strip of land for Standard Avenue as described in Deed Record Book 197 page 333 recorded January 16, 1914 in said Recorder's Office; thence South 49 degrees 40 minutes 09 seconds East, 3314.79 feet along said Northeasterly right of way line to a line extending North 38 degrees 00 minutes 21 seconds East (North 38 degrees 32 minutes East in Deed Record Book 197 page 333), from the Southeast corner of the Northwest 1/4 of the Southeast 1/4 of said Fractional Section 8; thence South 38 degrees 00 minutes 21 seconds West, 40.03 feet along said line to the Southwesterly right of way line of said 30 foot wide strip of land for Standard Avenue, said Southwesterly right of way line being the Northeasterly line of the former Consolidated Rail Corporation (CONRAIL) right of way (formerly the Pittsburgh, Fort Wayne and Chicago Railway Company right of way) as described in said document number 95026816 recorded May 17, 1995 and said document number 97051057 recorded August 6, 1997; thence North 49 degrees 40 minutes 09 seconds West, 3282.99 feet along the Southwesterly right of way line of said 30 foot wide strip to the point of beginning. Said parcel containing 3.028 acres more or less.

