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This Document Prepared by  
and After Recording Return To:

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Denise L. Sejna (Attorney ID #2175-45)  
1443--119th Street  
Whiting, Indiana 46394

**FILED**

JUN - 8 2007

PEGGY HOLINGA RATONA  
LAKE COUNTY AUDITOR

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**  
**(SEVEN)**

This **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT** (this "Agreement") is made and entered into as of this 9<sup>th</sup> day of May, 2007, by and between **BP PRODUCTS NORTH AMERICA INC.**, a Maryland corporation ("Grantor"), and the **CITY OF WHITING**, an Indiana municipal corporation ("Grantee").

**RECITALS:**

A. Grantor holds fee simple title to that certain parcel of land, located in Whiting, Indiana, which is legally described on Exhibit A attached hereto ("**Grantor's Parcel**").

B. Grantee desires to obtain from Grantor a temporary easement upon, over, under, through and across Grantor's Parcel, and Grantor has agreed to grant such easement to Grantee, upon the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, for and in consideration of Ten Dollars and no cents (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the mutual covenants and undertakings of the parties and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby covenant and agree as follows:

**ARTICLE 1**

**EASEMENT GRANT AND OBLIGATIONS**

1.1. **Grant of Construction Easement.** Grantor hereby declares and grants and conveys to Grantee a temporary construction and access easement (the "**Construction Easement**") for the benefit of Grantee, upon, over, under, through and across Grantor's Parcel, for the purpose of reconstruction and grading of driveways to transition to new roadway profile (the "**Project**"). The Construction Easement shall include (without limitation) the right of entry

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**TICOR TITLE INSURANCE**

over and across Grantor's Parcel and the right to restrict access to the affected portions of Grantor's Parcel during periods of use.

1.2. **Term of Easement.** Grantee shall provide written notice to Grantor at least five (5) business days prior to entering onto Grantor's Parcel for the use of the Construction Easement under this Agreement from time to time. The term of the Construction Easement shall be extinguished, become void and revert to the Grantor and/or the Grantor's successors in title upon completion of the Project but in no event later than June 30, 2008.

1.3. **Restoration of Grantor's Parcel.** Promptly after completing the Project, Grantee shall remove any and all temporary improvements installed on Grantor's Parcel and shall restore the affected portions of Grantor's Parcel to substantially the same condition that existed immediately prior to the use of the Construction Easement and entry onto Grantor's Parcel by Grantee, or to an improved condition, all at the sole cost and expense of Grantee.

## **ARTICLE 2**

### **INDEMNITY, LIENS AND INSURANCE**

2.1. **Indemnity.** To the extent permitted by law, Grantee shall indemnify, defend and hold harmless the Grantor from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury to person or death or property damage to the extent arising out of or resulting from the use of the Construction Easement under this Agreement, except, however, to the extent same is caused by the willful misconduct of Grantor.

2.2. **Liens.** Without limiting Section 2.1, Grantee shall not cause or permit any liens to attach to Grantor's Parcel by reason of any work performed by or on behalf of Grantee pursuant to the Construction Easement. Grantee shall indemnify, defend and hold Grantor and Grantor's Parcel harmless from and against any and all liability, loss, damage, cost, expense (including reasonable attorneys' fees) on account of claims of lien of laborers, materialmen or suppliers for work performed or materials or supplies furnished to or on behalf of Grantee in connection with the Construction Easement.

2.3. **Insurance.**

(a) **General Insurance Requirements.** Grantee shall obtain and maintain in full force and effect, during and with respect to the period(s) while Grantee is using the Construction Easement, Commercial General Liability Insurance (or the substantial equivalent) with combined single limits of liability of not less than \$3,000,000.00 written on an occurrence basis for bodily or personal injury or death, and for property damage, arising out of work conducted by or on behalf of Grantee upon Grantor's Property. Grantor and shall be named as an "additional insured" under such policies.

(b) **Specific Insurance Requirements.** All insurance required by this Section 2.3 shall be procured from companies licensed in the State of Indiana. To the extent any deductible is included as a part of any insurance policy carried by a party in

compliance with this Section 2.3, the insured shall be deemed to be covering the amount thereof under an informal plan of self-insurance. Grantee shall furnish to Grantor upon request, a certificate of insurance evidencing that the insurance required to be carried by Grantee is in full force and effect. The insurance required pursuant to this Section 2.3 shall: (i) provide that the policy may not be canceled or reduced in amount or coverage below the requirements of this Agreement, without at least thirty (30) days' prior written notice by the insurer to each named insured and to each additional insured; (ii) be written on an occurrence basis, as opposed to a claims-made basis; (iii) provide that an act or omission of one of the named insureds or additional insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to the other named or additional insureds; and (iv) provide for contractual liability coverage with respect to the indemnity obligations set forth herein.

### ARTICLE 3

#### NOTICES

3.1. **Notices.** Any notice, request, demand, instruction or other document to be given or served hereunder, or under any document or instrument executed pursuant hereto, shall be in writing and shall be delivered personally or sent by United States registered or certified mail, return receipt requested, or by overnight express courier, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt (or refusal of delivery) if delivered personally, or three (3) business days after posting in the United States mail, if mailed, or one (1) business day after deposit with a reputable overnight courier service. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

If intended for Grantor:

BP Products North America Inc.  
Whiting Refinery  
2815 Indianapolis Blvd  
Whiting, IN 46394  
Fax: (219) 473-5379  
Attn: Ron Dippo

with a copy to:

BP Products North America Inc.  
4101 Winfield Road  
Mail Code 5 West  
Warrenville, IL 60555  
Fax: (630) 821-3396  
Attn: Corporate/Real Estate Legal

If intended for the Grantee

City of Whiting  
1443 – 119<sup>th</sup> Street  
Whiting, IN 46394  
Fax: (219) 473-4452  
Attn: Joseph M. Stahura, President,  
Board of Public Works & Safety

with a copy to:

Denise L. Sejna, City Attorney  
1443 119th Street  
Whiting, Indiana 46394  
Fax: (219) 473-4452

## ARTICLE 4

### MISCELLANEOUS

4.1. **Covenants Running with the Land.** All covenants, terms and provisions of this Agreement, including the benefits and burdens set forth herein, shall run with the land and are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

4.2. **Incorporation of Recitals and Exhibits.** The Recitals set forth above in this Agreement and all exhibits attached to this Agreement are hereby incorporated into this Agreement as if the same had been fully set forth in this Agreement.

4.3. **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of any easement area to the general public or for any public use or purpose whatsoever. Except as herein specifically provided, no right or privilege of any party hereto shall inure to the benefit of any third party. No third party be deemed to be a beneficiary of any of the provisions contained herein.

4.4. **Severability.** Invalidation of any provisions contained in this Agreement or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

4.5. **Captions.** The captions preceding the text of each article and section are included for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Agreement.

4.6. **Time of the Essence.** Time is of the essence under this Agreement.

4.7. **No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

4.8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

4.9. **Attorneys' Fees.** In the event that Grantor or Grantee brings any suit or other proceeding for the enforcement of this Agreement, the prevailing party (as determined by the court, agency or other authority before which such suit or proceeding is commenced) shall, in addition to such other relief as may be awarded, be entitled to recover attorneys' fees, expenses and costs of investigation as actually incurred (including without limitation court costs, expert witness fees, costs and expenses of investigation, and all attorneys' fees, costs and expenses in any such suit or proceeding).

4.10. **Amendment and Termination**. This Agreement may be modified, amended or terminated prior to the dates set forth in Section 1.2 above only by recorded written instrument executed by Grantor and Grantee (or their respective successors or assigns).

4.11. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one completed document.

**[SIGNATURES ON FOLLOWING PAGE]**



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**GRANTOR:**

BP PRODUCTS NORTH AMERICA INC.,  
a Maryland corporation

By: *Daniel J Sajkowski*  
Name: Daniel J Sajkowski  
Its: Business Unit Head

**GRANTEE:**

**THE CITY:**

THE CITY OF WHITING  
BOARD OF PUBLIC WORKS AND  
SAFETY

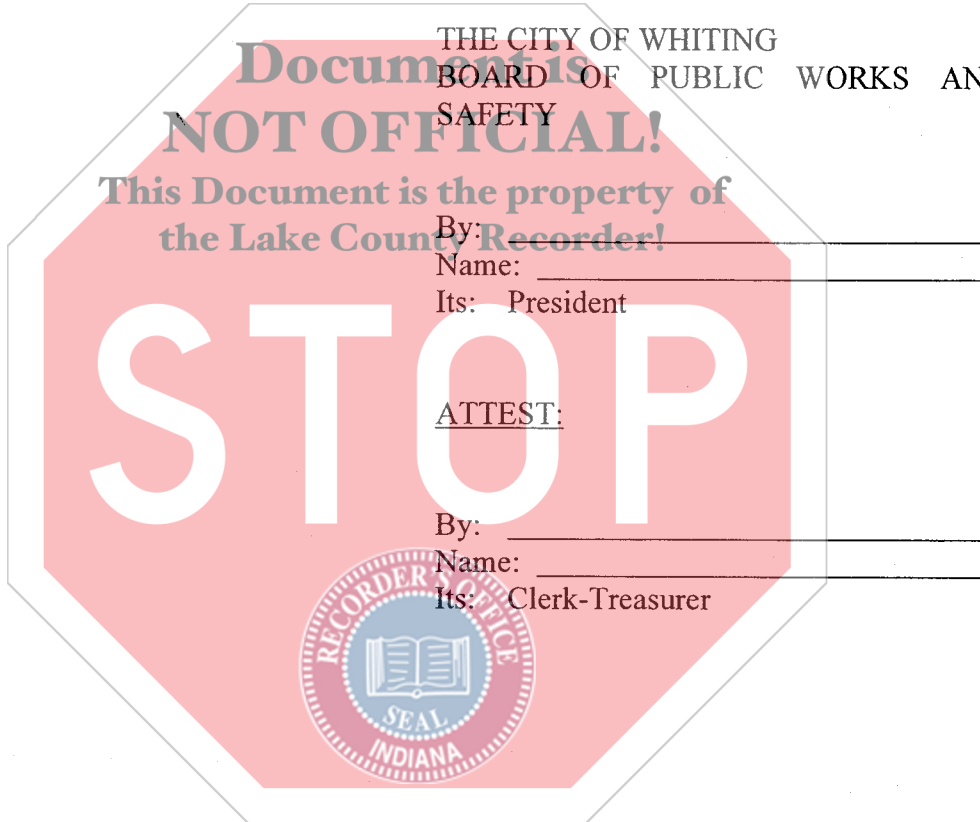
**Document is NOT OFFICIAL!**

**This Document is the property of the Lake County Recorder!**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: President

**ATTEST:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Clerk-Treasurer



STATE OF INDIANA )  
COUNTY OF Lake )ss.

On May 24, 2007 before me Marilyn Garzella, personally appeared Daniel J. Sajkowski, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Marilyn Garzella (Seal)



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**GRANTOR:**

BP PRODUCTS NORTH AMERICA INC.,  
a Maryland corporation

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

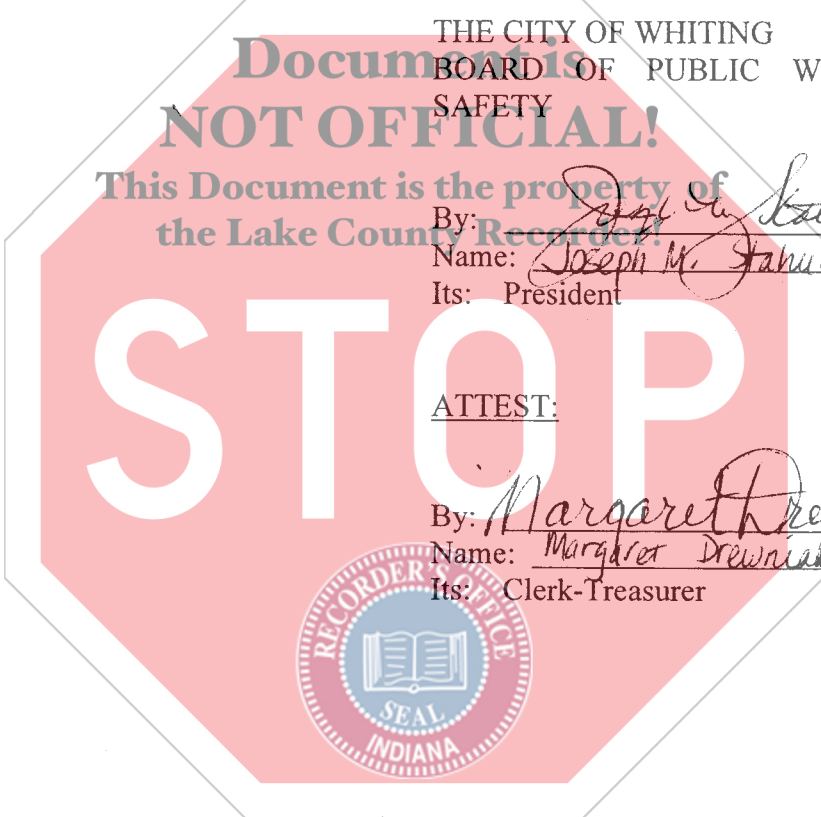
Name: \_\_\_\_\_

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

**GRANTEE:**

**THE CITY:**

THE CITY OF WHITING  
BOARD OF PUBLIC WORKS AND  
SAFETY



This Document is the property of  
the Lake County Recorder!

By: Joseph M. Janura

Name: Joseph M. Janura

Its: President

**ATTEST:**

By: Margaret Drewniak

Name: Margaret Drewniak

Its: Clerk-Treasurer



STATE OF INDIANA            )  
  )ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2007 before me \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

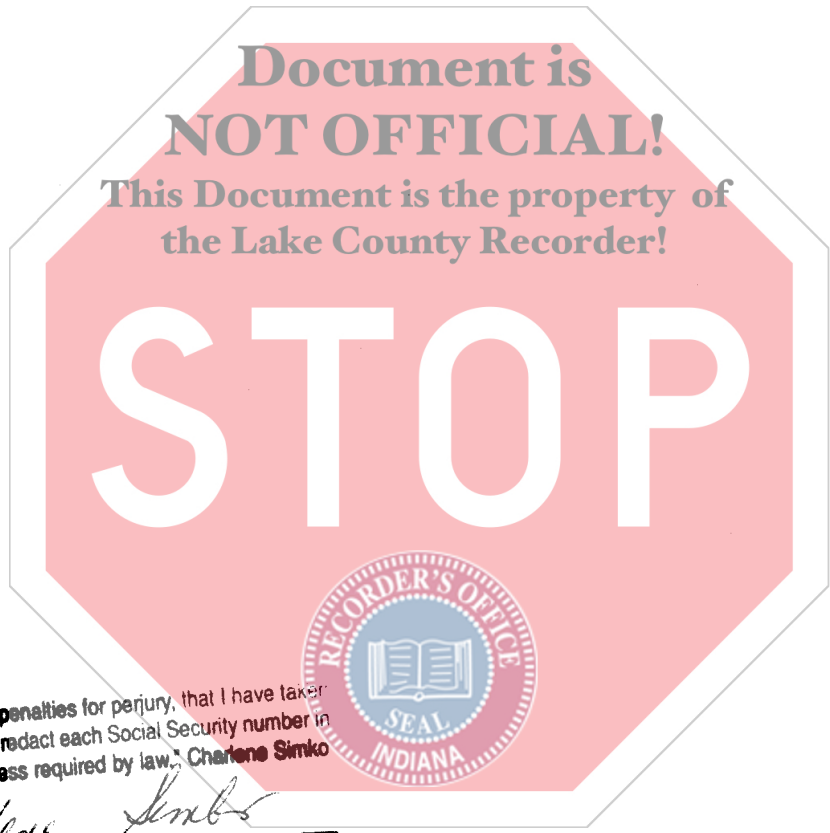


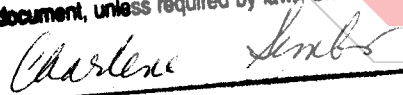
STATE OF INDIANA        )  
  )ss.  
COUNTY OF LAKE        )

On MAY 9, 2007 before me LISA B. FURTO, personally appeared JOSEPH STAHURA & MARGARET DREWNIAK, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature  (Seal)



*I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.* Charlene Simko  


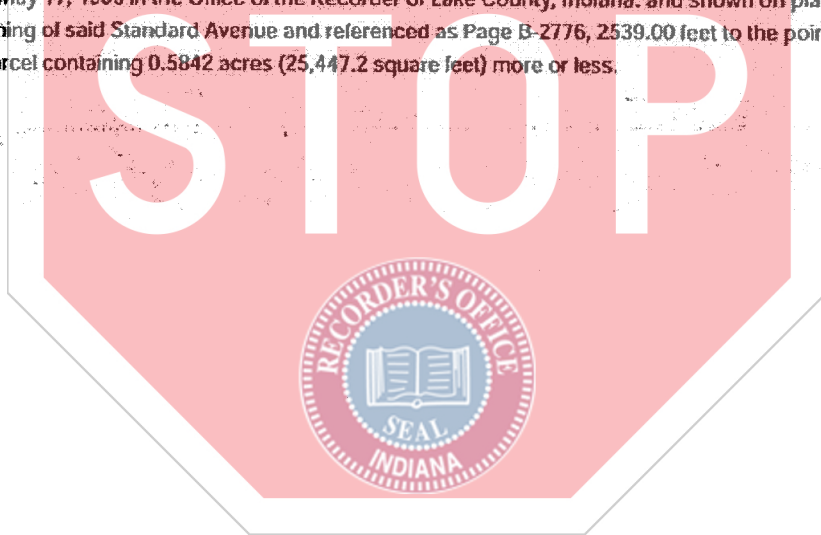
## EXHIBIT A

### LEGAL DESCRIPTION OF GRANTOR'S PARCEL

That part of 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 Southeast 1/4 of the Southeast 1/4, all in Section 8, Township 37 North, Range 9 West of the Second Principal Meridian, in 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 being 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, 1306.03 feet, to the centerline of Front Street as presently occupied and monumented, said point bearing North 88 degrees 45 minutes 57 seconds West, 1260.24 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 88 degrees 45 minutes 57 seconds East, 983.13 feet to 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 document number 95026816 recorded May 16, 1995 and document number 97051057 recorded August 6, 1997 all in the Office of the Lake County Indiana Recorder, said Northeasterly line being the Southwesterly line of Standard Avenue as described in Miscellaneous Records Book 40 pages 243 and 244 recorded May 17, 1906 in the Office of the Lake County Recorder and shown on plat of survey for the opening of said Standard Avenue and referenced as Page B-2776; thence South 49 degrees 40 minutes 14 seconds East, along said Northeasterly line of said Southwesterly line, 75.21 feet, to the point of beginning; thence North 40 degrees 19 minutes 46 seconds East, at right angles to said Northeasterly line and said Southwesterly line, 4.00 feet to a line 4.00 feet Northeasterly of and parallel to said Northeasterly line of said Southwesterly line; thence South 49 degrees 40 minutes 14 seconds East, along said parallel, 685.00 feet; thence North 40 degrees 19 minutes 46 seconds East, at right angles to said parallel line, 39.00 feet, to a line 43.00 feet Northeasterly of and parallel to said Northeasterly line and said Southwesterly line; thence South 49 degrees 40 minutes 14 seconds East, along said parallel line, 75.00 feet; thence South 40 degrees 19 minutes 46 seconds West, at right angles to said parallel line, 36.00 feet, to a line 7.00 feet Northeasterly of and parallel to said Northeasterly line and said Southwesterly line; thence South 49 degrees 40 minutes 14 seconds East, along said parallel line, 19.00 feet; thence South 40 degrees 19 minutes 46 seconds West, at right angles to said parallel line, 4.00 feet, to a line 3.00 feet Northeasterly of and parallel to said Northeasterly line and said Southwesterly line; thence South 49 degrees 40 minutes 14 seconds East, along said parallel line, 471.00 feet; thence North 40 degrees 19 minutes 46 seconds East, at right angles to said parallel line, 40.00 feet, to a line 43.00 feet Northeasterly of and parallel to said Northeasterly line and said Southwesterly line; thence South 49 degrees 40 minutes 14 seconds East, along said parallel line, 61.00 feet; thence South 40 degrees 19 minutes 46 seconds West, at right angles to said parallel line, 40.00 feet, to a line 3.00 feet Northeasterly of and parallel to said Northeasterly line and said Southwesterly line; thence South 49 degrees 40 minutes 14 seconds East, along said parallel line, 261.00 feet; thence North 69 degrees 23 minutes 03 seconds East, 32.03 feet to a line 31.00 feet Northeasterly of and parallel to said Northeasterly line of said Southwesterly line; thence South 49 degrees 40 minutes 14 seconds East, along said

parallel line 42.44 feet; thence South 40 degrees 19 minutes 46 seconds West, at right angles to said parallel line, 26.00 feet, to a line 5.00 feet Northeasterly of and parallel to said Northeasterly line of said Southwesterly line; thence South 49 degrees 40 minutes 14 seconds East, along said parallel line, 397.00 feet; thence North 40 degrees 19 minutes 46 seconds East, at right angles to said parallel line 48.00 feet, to a line 53.00 feet Northeasterly of and parallel to said Northeasterly line and said Southwesterly line; thence South 49 degrees 40 minutes 14 seconds East, along said parallel line, 61.00 feet; thence South 40 degrees 19 minutes 46 seconds West, at right angles to said parallel line, 37.00 feet, to a line 16.00 feet Northeasterly of and parallel to said Northeasterly line and said Southwesterly line; thence South 49 degrees 40 minutes 14 seconds East, along said parallel line, 145.00 feet; thence South 40 degrees 19 minutes 46 seconds West, at right angles to said parallel line, 2.00 feet, to a line 14.00 feet Northeasterly of and parallel to said Northeasterly line and said Southwesterly line; thence South 49 degrees 40 minutes 14 seconds East, along said parallel line 77.00 feet; thence South 40 degrees 19 minutes 46 seconds West, at right angles to said parallel line, 2.00 feet, to a line 12.00 feet Northeasterly of and parallel to said Northeasterly line and Southwesterly line; thence South 49 degrees 40 minutes 14 seconds East, along said parallel line, 168.00 feet; thence North 40 degrees 19 minutes 46 seconds East, at right angles to said parallel line, 26.00 feet, to a line 38.00 feet Northeasterly of and parallel to said Northeasterly line and said Southwesterly line; thence South 49 degrees 40 minutes 14 seconds East, along said parallel line 61.00 feet; thence South 40 degrees 19 minutes 46 seconds West, at right angles to said parallel line, 38.00 feet, to 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 document number 95026816 recorded May 16, 1995 and document number 97051057 recorded August 6, 1997 all in the Office of the Recorder of Lake County, Indiana., said Northeasterly line being the Southeasterly prolongation of the Southwesterly line of Standard Avenue as described in Miscellaneous Record 40 pages 243 and 244 recorded May 17, 1906 in the Office of the Recorder of Lake County, Indiana. and shown on plat of survey for opening of said Standard Avenue and referenced as Page B-2776; thence North 49 degrees 40 minutes 14 seconds West, along said Northeasterly line, said Southeasterly prolongation of the Southwesterly line of Standard Avenue as described in Miscellaneous Record 40 pages 243 and 244 recorded May 17, 1906 in the Office of the Recorder of Lake County, Indiana. and shown on plat of survey for the opening of said Standard Avenue and referenced as Page B-2776 and the Southwesterly line of Standard Avenue as described in Miscellaneous Record 40 pages 243 and 244 recorded May 17, 1906 in the Office of the Recorder of Lake County, Indiana. and shown on plat of survey for the opening of said Standard Avenue and referenced as Page B-2776, 2539.00 feet to the point of beginning. Said parcel containing 0.5842 acres (25,447.2 square feet) more or less.



Less any portion of such parcel previously conveyed to O&D USA LLC by deed dated April 1, 2005, and recorded on March 29, 2006 as document number 2006026445 described as follows:

A part of the East half of the Southeast quarter of Section 8, otherwise known as Government Lot Four, Township 37 North, Range 9 West of the Second Principal Meridian and being more particularly described as follows and in which description the bearings of the boundaries therein described are based upon the assumption that the line between Sections 8 and 16, Township 37 North, Range 9 West, bears due East and West:

Commencing at a point in the Southeastery line of the land owned by Standard Oil Company of Indiana that is a distance of 63 feet by rectangular measurement Southwesterly from the centerline of the West Round Number One main track of the New York Central Railroad, now the Penn-Central Railroad; thence South 37 degrees 21 minutes 30 seconds West along said Southeastery line of the land of Standard Oil Company of Indiana, a distance of 700.80 feet to a point in a line parallel to and distance 40 feet by rectangular measurement Northeastery from the Northeastery line of the land of Pittsburgh, Fort Wayne and Chicago Railway Company, now the Penn-Central Railroad; thence South 50 degrees 19 minutes East along said 40-foot parallel line a distance of 90.11 feet to the point of beginning; thence North 42 degrees 35 minutes 45 seconds East on a line that is Union Carbide monumented baseline station O plus 80 East for a distance of 283.44 feet; thence South 47 degrees 24 minutes 16 seconds East on a line that is Union Carbide monumented baseline station O plus 2.63 South for a distance of 401.90 feet; thence South 42 degrees 35 minutes 45 seconds West on a line that is Union Carbide monumented baseline station 4 plus 97.80 East for a distance of 273.15 feet more or less to the 5-foot cyclone fence on the Southerly boundary of the 37.784 acres of land conveyed by the New York Central Railroad Company to Carbide and Carbon Chemical Corporation in Document 25843 and recorded in Deed Book 518, pages 219 to 222 inclusive, with attached plat in the Recorder's Office, Lake County, Indiana, thence Northwestery on said Southerly boundary line which is a curved line of 11,548.18-foot radius convex to the Northeast for an arc distance of 64.99 feet to a point of curve; thence North 50 degrees 19 minutes West for a distance of 337.58 feet to the point of beginning.

PIN# 28-29-0008-0019

DOCUMENT NO. 730090  
RECORDED OCT. 17 1983

Document is

"Parcel A"

A part of the East half of the Southeast quarter of Section 8, otherwise known as Government Lot 4, and also a part of the West one-half of the Southwest quarter of Section 8, all in Township 37 North, Range 9 West of the Second Principal Meridian and being more particularly described as follows and in which description the bearings of the boundaries therein described are based upon the assumption that the line between Section 8 and 16, Township 37 North, Range 9 West, bears due East and West; Commencing at a point in the Southeastery line of the land owned by Standard Oil Company of Indiana that is a distance of 63 feet by rectangular measurement Southwesterly from the centerline of the West Round Number One main track of the New York Central Railroad, now the Penn-Central Railroad; thence South 37 degrees 21 minutes 30 seconds West along said Southeastery line of the land of Standard Oil Company of Indiana, a distance of 700.80 feet to a point in a line parallel to and distant 40 feet by rectangular measurement Northeastery from the Northeastery line of the land of Pittsburgh, Fort Wayne, and Chicago Railway Company, now the Penn-Central Railroad; thence South 50 degrees 19 minutes East along said 40-foot parallel line a distance of 427.7 feet to a point of curve; thence continuing Southeastery along a line drawn parallel to and distant 40 feet by radial measurement Northeastery from the Northeastery line of the land of Pittsburgh, Fort Wayne, and Chicago Railway Company, now the Penn-Central Railroad, said 40-foot parallel line being a curve, convex to the Northeast, having a radius of 11,548.19 feet and to which curve the last described line is tangent for an arc length of 64.99 feet to the point of beginning; thence continuing on said curve of 11,548.19 foot radius, convex to the Northeast for an arc length of 522.93 feet to a point of tangent, thence South 47 degrees 24 minutes East along a straight 40-foot parallel line for a distance of 1,008.02 feet to the South line of said Section 8; thence due East on said South line for a distance of 907.28 feet; thence North 32 degrees 32 minutes West along a straight line referred to in both Deed Record 518, pages 219 to 223 inclusive and Deed Record 1080, pages 478 and 480 inclusive for a distance of 208.02 feet to a point of curve; thence Northwestery on a curve, convex to the Northeast, having a radius of 958.37 feet, and whose chord has a bearing of North 40 degrees 02 minutes 08 seconds West and a chord length of 249.44 feet, and having an arc length of 250.17 feet to a point of tangent; thence North 47 degrees 32 minutes 11 seconds West for a distance of 1,608.32 feet; thence North 50 degrees 11 minutes 30 seconds West for a distance of 145.20 feet to the Northeast corner of a 5.8118-acre tract conveyed to AMDCO in 1978; thence South 42 degrees 35 minutes 45 seconds West for a distance of 700.38 feet to the point of beginning, and containing 1,317,018 square feet, which is 30.235 acres, in Lake County, Indiana, excepting therefrom, however, the 0.0046-acre parcel conveyed to Amoco Oil Company by Union Carbide Corporation in a deed dated May 28, 1978.

PIN# 28-29-0008-0010