2009 022519

2009 APR -8 AM 8: 43 MICHAEL A. BROWN RECORDER

PARTIAL RELEASE OF EASEMENTS & AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that BUCKEYE PIPE LINE COMPANY, L.P., a Delaware limited partnership, having an office at 5 TEK Park, 9999 Hamilton Boulevard, Breinigsville, Pennsylvania 18031, hereinafter referred to as "Grantor," for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration received to its fullest satisfaction from THE CITY OF CROWN POINT, of Lake County, in the State of Indiana, with offices at 101 N. East Street, Crown Point, Indiana 46307, hereinafter referred to as "Grantee," does hereby quitclaim, release, and surrender unto said Grantee, its successors and assigns, all of Grantor's easement rights, title, and interest in and to those certain lands situated in Lake County, Indiana, hereinafter the "Premises," described in that certain Deed dated November 19, 2007, recorded as document number 2007 094662 in Lake County Records, and shown and described as "Description of Property" on that certain drawing entitled "Descriptive Plat," dated January 29, 2008, prepared by Krull & Son, pages 1 through 12, attached here to and made a part hereof as EXHIBIT "A."

179484_00 179484_

It is the intent and purpose of this instrument to quitclaim, release, and surrender the Premises from the lien and operation of those certain pipeline easements and right of way grants dated and recorded as follows:

To (Original Grantee)	<u>Date</u>	Recorded (Lake County)
Indiana Pipe Line Company	October 18, 1921	Record No. 118, Page 436
Indiana Pipe Line Company	June 25, 1891	Misc. Record No. 9, Page 420
Indiana Pipe Line Company	June 26, 1891	Misc. Record No. 9, Page 407
Indiana Pipe Line Company	June 4, 1891	Misc. Record No. 10, Page 14
Indiana Pipe Line Company	August 11, 1921	Record No. 118, Page 38
Indiana Pipe Line Company	August 1, 1921	Record No. 118, Page 40
Indiana Pipe Line Company	August 3, 1921	Record No. 118, Page 39
Indiana Pipe Line Company	August 10, 1891	Misc. Record No. 10, Page 46
Indiana Pipe Line Company	September 23, 1921	Record No. 118, Page 160
Indiana Pipe Line Company	August 1, 1921	Record No. 118, Page 37
		•

Document is NOT OFFICIAL!

said easements and right of way grants having been acquired by Grantor herein by mesne the Lake County Recorder! conveyances; WITHOUT, HOWEVER, affecting in any manner the lien and operation of said easements and right of way grants upon the remainder of the premises therein described, if any, as to which said easements and right of way grants shall remain in full force and effect.

Grantor hereby EXCEPTS AND RESERVES for itself, its successors and assigns, and Grantee hereby GRANTS AND CONVEYS to Grantor, its successors and assigns, on, over, through, in, and across the Premises a permanent easement and right of way measuring APPROXIMATELY Fifty (50) feet in width, hereinafter the "Easement Strip" as more specifically shown and described as "Description of Easement" on Exhibit "A," attached hereto and made a part hereof, for the purpose of laying, maintaining, and operating Grantor's pipeline,

hereinafter the "Pipeline," including underground appurtenances and aboveground pipeline location markers within the Easement Strip containing Grantor's Pipeline as now laid on, over, through, in, and across said Premises, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS over and across the Premises by the most convenient means to the Easement Strip excepted and reserved herein.

Grantee hereby confirms and acknowledges the validity of the Easement Strip and the location thereof on and through the Premises to be used to lay, maintain and operate the Pipeline, underground appurtenances, and aboveground pipeline location markers, located within said Easement Strip, including the right of Grantor, its successors and assigns, to lay, maintain, and operate additional pipelines within said Easement Strip as Grantor may see fit to lay, maintain and operate said pipelines, underground appurtenances, and aboveground pipeline location markers at any time or times in the future.

As part of the consideration for this partial release, Grantee and Grantor covenant and agree, for their respective successors and assigns as follows:

(a) Grantee agrees not to place, erect, or permit the placement of any buildings, structures, objects, improvements, obstructions, or material of any kind (including, but not limited to, trees, shrubs, bodies of water, fences, swimming pools, or waste disposal systems) over, under, or upon the Easement Strip hereinabove reserved by Grantor or use the Easement Strip, or any part thereof, in any way which will interfere with Grantor's immediate and/or unimpeded access to the Pipeline or otherwise interfere with Grantor's proper and safe use, operation, enjoyment, and lawful exercise of any of the rights herein granted or confirmed without the prior written consent of Grantor, as outlined in Grantor's Right-of-Way Use Restrictions Specification, Revision 2, hereinafter referred to as the "Specification," in possession of the parties hereto, as the same may be amended from time to time, and which is incorporated herein by reference.

- (b) Grantee agrees not to excavate within or remove any fill dirt from the Easement Strip or deposit any fill or other material of any kind thereon without the prior written consent of Grantor;
- (c) Grantor shall have the right, but not the obligation, at Grantor's sole cost and expense, to keep the Easement Strip clear of trees or overhanging limbs which have grown or encroached thereon, undergrowth, brush, ornamental or other vegetation, as necessary for the use and maintenance of the Easement Strip, and as required by state and federal rules and regulations. Grantor shall not be liable for damages to any trees, tree limbs, undergrowth, brush, ornamental or other vegetation upon the Easement Strip during the exercise of any of the rights herein granted or confirmed.

Except as set forth herein, nothing contained in this Agreement shall in any way alter, modify, change, or disturb the rights of Grantor as originally conveyed by the easements dated and recorded as hereinbefore set forth in and to: (a) the Easement Strip excepted and reserved as hereinabove provided and (b) the remaining property, if any, encumbered by said easements and not hereby otherwise quitclaimed, released, and surrendered.

the Lake County Recorder!

It is the intention of Grantor and Grantee that the Easement Strip herein reserved unto Grantor shall extend completely across the Premises and be located in such manner that the Pipeline will be within its boundaries. In the event it should ever be determined that either of said boundary lines have not been properly located, or that there is a conflict between calls for the boundary lines or for the Pipeline and calls for other objects or monuments, or calls for course and distance in the description of the defined Easement Strip, then the call for the Pipeline shall prevail over any call in conflict therewith; and, if necessary, the defined Easement Strip shall be modified in length or adjusted to location in order that the clear intention of Grantor and Grantees be carried out to define the Easement Strip containing the existing Pipeline.

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, including any persons or entity claiming under or through Grantee, or at any time owning, occupying or using said Premises or any part thereof.

By acceptance of this Agreement, Grantee agrees to disclose the existence of the Easement Strip and provide a copy of this Agreement, along with its Exhibit "A," to any successor or assign at closing of sale of the Premises in whole, or any portion thereof, containing the Easement Strip. Upon completion of any such sale by the Grantee herein, Grantee's responsibility for this disclosure shall terminate with respect to the portion sold, and thereafter the successor or assign thereto shall be responsible for full disclosure in the event the property is sold at any time in the future.

This Document is the property of the Lake County Recorder!

Grantee herein represents and warrants to Grantor that the Grantee is the owner of record of the Premises described herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed

this 18th day of February

2009

WITNESSES:

GRANTOR

BUCKEYE PIPE LINE COMPANY, L.P.

By: MainLine L.P.

Its general partner

By: MainLine GP, Inc.

Its general partner

Frint CINDA E. CONRESD

By Colleen Ford

Manager, Right of Way and Permits

GRANTEE

	THE CITY OF CROWN POINT
	By. () Of (
Print:	Name: David Uran
	Title: //ayer
	·
COMMONWEALTH OF PENNSYLV	ANIA)
COUNTY OF Lehigh) SS:)
Colleen Ford, acting in her capacity as I Inc., a Delaware corporation, personally instrument to be her free act and deed at the general partner of MainLine L.P., a	, 2009, the above-named Manager, Right of Way and Permits of MainLine GP, y appeared before me and acknowledged the foregoing and the free act and deed of MainLine GP, Inc., acting as Delaware limited partnership, with MainLine L.P., acting Line Company, L.P., a Delaware limited partnership.
	ment is the property M. Lihman
the Lak	e County Recorde! Notary Public
STATE OF ZNDIAN A COUNTY OF LAKE	COMMONWEALTH OF PENNSYLVANIA Notarial Seal Joy M. Lehman, Notary Public Emmaus Boro, Lehigh County Commission Expires Sept. 13, 2009
COUNTION	Member, Pennsylvania Association of Notaries
personally appeared DAVID W	, 2009, before me, the undersigned officer, as MAYOR of what to me (or satisfactorily proven) to be the person
described in the foregoing instrument, a capacity therein stated and for the purpo	and acknowledged that he/she executed the same in the oses therein contained.
In witness whereof, I hereunto s	SEAL SEAL SEAL SEAL SEAL SEAL SEAL SEAL
My Longission Expires 2/11/13	David Hhichell
	Notary Public DAVID 11. NICHOLLS

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.

Printed Name: LINDA E. CONRAD

THIS INSTRUMENT PREPARED BY:

William H. Schmidt, Esq. Buckeye Partners, L.P. 5 TEK Park 9999 Hamilton Boulevard Breinigsville, PA 18031

AFTER RECORDING FORWARD TO:

Right of Way Department Buckeye Partners, L.P. 5 TEK Park 9999 Hamilton Boulevard Breinigsville, PA 18031



KRULL & SON

ENGINEERS AND SURVEYORS

ESTABLISHED 1914 F.O. BOX 422 206 MAIN STREET HOBART, INDIANA 46342 OFFICE PHONE 219-947-2568

EMBOT (A)

DESCRIPTIVE PLAT

NAME OF OWNER: City of Crown Point

ADDRESS OF PROPERTY: 1221 Merrillville Road, Crown Point, Indiana 46307

DESCRIPTION OF PROPERTY: PARCEL 1: Part of Lot 13 of Smith's Addition of Outlots to the City of Crown Point as per plat thereof, recorded in

Miscellaneous Record "A" page 290, in Lake County, Indiana, described as follows: Beginning at the Northeast corner of said Lot 13; thence South 00°09'00" West, along the East line of said Lot 13, 579.84 feet to a point 141.86 North of the Southeast corner of said Lot 13; thence North 89°51'00" West, 30.00 feet to a tangent curve to the left; thence Westerly along said curve, having a radius of 1314.58 feet, an arc length of 199.62 feet, thence South 81°27'00" West, 434.71 feet to the West line of said Lot 13; thence North 00°07'45" East, along said West line, 664.26 feet to the North line of said Lot 13; thence South 89°32'33" East, along said North line, 658.81 feet to the point of beginning, containing 9.291 acres, more or less.

PARCEL 2: Part of Lots 2, 3, 4 and 5, all of Lot 6, and part of Lots 7, 10, 11 and 12 of
Smith's Addition of Outlots to the City of Crown Point as per plat thereof, recorded in
Miscellaneous Record "A" page 290, in Lake County, Indiana, described as follows: Beginning at a point
on the East line of said Lot 12, said point being 80.17 feet North of the Southeast corner of said Lot
12; thence South 00°09'00" West, along the East line of said Lots 4, 5 and 12, 1358.05 feet to a point
42.02 feet North of the Southeast corner of said Lot 4; thence North 89°51'00" West, 30.00 feet to the
intersection of the West right-of-way of Indiana Street and the North right-of-way of Summit Street;
thence South 85°09'55" West, along said North right-of-way, 230.23 feet; thence South 00°35'42" West,
20.00 feet to the South line of said Lot 4; thence North 89°24'18" West, along said South line, 397.71
feet to the West line of said Lot 4; thence North 00°07'12" East, along said West line, 109.75 feet;
thence North 89°52'48" West, 255.64 feet to a point on the Easterly right-of-way of the Chicago and
Eric Railroad, said point being 50 feet radially from the center line of said railroad; thence
Northwesterly along said Easterly right-of-way, along a non-tangent curve to the right, having a radius
of 3058.78 feet, a chord bearing of North 36°56'32" West, 845.57 feet, an arc length of 848.29 feet to
the point of tangency, thence continuing along said Easterly right-of-way North 28°59'50" West, 313.00
feet to the center line of Merrillville Road; thence North 10°36'15" East, along said center line, 983.98
feet to the North line of said Lot 11; thence South 89°22'00" East, along said North line, 590.08 feet to
the East line of said Lot 11; thence South 00°07'45" West, along the East line of said Lots 6 and 11,
686.06 feet; thence North 81°27'00" East, 665.95 feet to the point of beginning, containing 49.761 acres,
more or less.

PARCEL 3: Part of the Chicago and Eric Railroad located in Lots 2, 3 and 7 of Smith's Addition of Outlots to the City of Crown Point as per plat thereof, recorded in Miscellaneous Record "A" page 290, in Lake County, Indiana, described as follows: Commencing at the Southeast corner of said Lot 3; thence North 00°07'12" East, along the East line of said Lot 3, 109.75 feet; thence North 89°52'48" West, 221.13 feet to the point of beginning, said point of beginning being on the Easterly right-of-way line of the Chicago and Eric Railroad, said right-of-way being 75 feet radially from the center line of said Railroad, thence South 44°38'19" West, radially to said right-of-way, 75.00 feet to the center line of said Railroad; thence Northwesterly along a not-tangent curve right, having a radius of 3108.78 feet, a chord bearing of North 37°10'45" West, 884.87 feet, an arc length of 887.89 feet to the point of tangency; thence continuing along said center line, North 28°59'50" West, 268.92 feet to the Center line of Merrillville Road; thence North 19°36'15" East, along said center line, 66.66 feet to the Easterly right-of-way line of said Chicago and Eric Railroad, said right-of-way line being 50 feet radially from the center line of said Railroad; thence South 28°59'50" East, along said right-of-way line, 313.00 feet to a curve to the left; thence continuing along said right-of-way, Southeasterly along said curve, having a radius of 3058.78 feet, a chord bearing of South 36°56'32" East, 845.57 feet, an arc length of 848.29 feet; thence continuing along said right-of-way line South 89°52'48" East, 35.51 feet to the point of beginning, containing 1.352 acres, more or less.

SHEET 1 OF 12

EXPLANATIONS

NO DIMENSIONS SHOULD BE ASSUMED BY SCALE MEASUREMENTS UPON THE PLAT

TOP OF PLAT IS NORTH

STATE OF INDIANA) SS:

HOBART, INDIANA,

January 29, 2008

THIS IS TO CERTIFY THAT I HAVE DRAWN THE ABOVE DESCRIBED DESCRIPTIVE PLAT ACCORDING TO

THE OFFICIAL RECORDS.

ROBERT A. KRULL, REG. LAND SURVEYOR #10516

NOTE - THIS DRAWING AND PLAT IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY, OR A SURVEYOR LOCATION REPORT AS DEFINED IN 865 IAC 1-12.

PAGE _

PT. NE 1/4 SEC. 5-34-8

CD: K1 FILE: 06-1111A.*

FIELD BOOK NO. Notes

ORDERED BY Wille and Stiener

PLAT NO.



KRULL & SON

ENGINEERS AND SURVEYORS

ESTABLISHED 1914 P.O. BOX 422 206 MAIN STREET HOBART, INDIANA 46342 OFFICE PHONE 219-947-2568

EXHBIT "A"

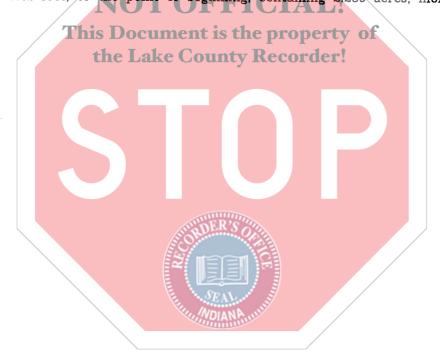
ROBERT A. KRULL REG. ENGINEER NO. 3892 REG. SURVEYOR NO. 10516

DESCRIPTIVE PLAT

NAME OF OWNER: City of Crown Point

ADDRESS OF PROPERTY: 1221 Merrillville Road, Crown Point, Indiana 46307

DESCRIPTION OF EASEMENT: A 50 foot wide easement in part of Lots 2, 3, 4 and 7, Smith's Addition of Outlots, as per plat thereof, recorded in Miscellaneous Record "A" page 290, in Lake County, Indiana, described as follows: Commencing at the Southeast corner of said Lot 4; thence North 00°09'00" East, along the East line of said Lot 4, 42.02 feet; thence North 89°51'00" West, 30.00 feet to the intersection of the West right-of-way of Indiana Street and the North right-of-way of Summit Street; thence South 85°09'55" West, along said North right-of-way, 39.91 feet to the point of beginning; thence continuing along said North right-of-way line South 85°09'55" West, 74.32 feet; thence North 52°33'23" West, 34.55 feet; thence North 60°58'42" West, 283.89 feet; thence North 64°25'45" West, 83.15 feet; thence North 71°15'48" West, 77.35 feet; thence North 84°41'18" West, 77.27 feet; thence North 89°44'37" West, 394.72 feet; thence North 76°22'33" West, 49.84 feet; thence North 40°03'39" West, 134.91 feet; thence North 36°11'28" West, 179.78 feet; thence North 32°15'35" West, 193.63 feet; thence North 30°01'55" West, 197.22 feet; thence North 28°36'30" West, 147.43 feet; thence North 32°10'03" West, 59.12 feet to the center line of Merrillville Road; thence North 19°36'15" East, along said center line, 63.65 feet; thence South 32°10'03" East, 100.06 feet; thence South 28°36'30" East, 148.36 feet; thence South 30°01'55" East, 195.63 feet; thence South 32°15'35" East, 190.94 feet; thence South 36°11'28" East, 176.37 feet; thence South 40°03'39" East, 116.82 feet; thence South 76°22'33" East, 27.58 feet; thence South 89°44'37" East, 391.07 feet; thence South 84°41'18" East, 85.36 feet; thence South 71°15'48" East, 86.22 feet; thence South 64°25'45" East, 87.64 feet; thence South 60°58'42" East, 289.08 feet; thence South 52°33'23" East, 93.22 feet; to the point of beginning, containing 2.239 acres, more or less.



SHEET 2 OF 12

EXPLANATIONS NO DIMENSIONS SHOULD BE ASSUMED BY SCALE MEASUREMENTS UPON THE PLAT

TOP OF PLAT IS NORTH SCALE 100 FT=1"

STATE OF INDIANA) SS: COUNTY OF LAKE)

HOBART, INDIANA,

January 29, 2008

THIS IS TO CERTIFY THAT I HAVE DRAWN THE ABOVE DESCRIBED DESCRIPTIVE PLAT ACCORDING TO

NOTE - THIS DRAWING AND PLAT IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY, OR A SURVEYOR LOCATION REPORT AS DEFINED IN 865 IAC 1-12.

NE 1/4 SEC. 5-34-8

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FIELD BOOK NO. Notes

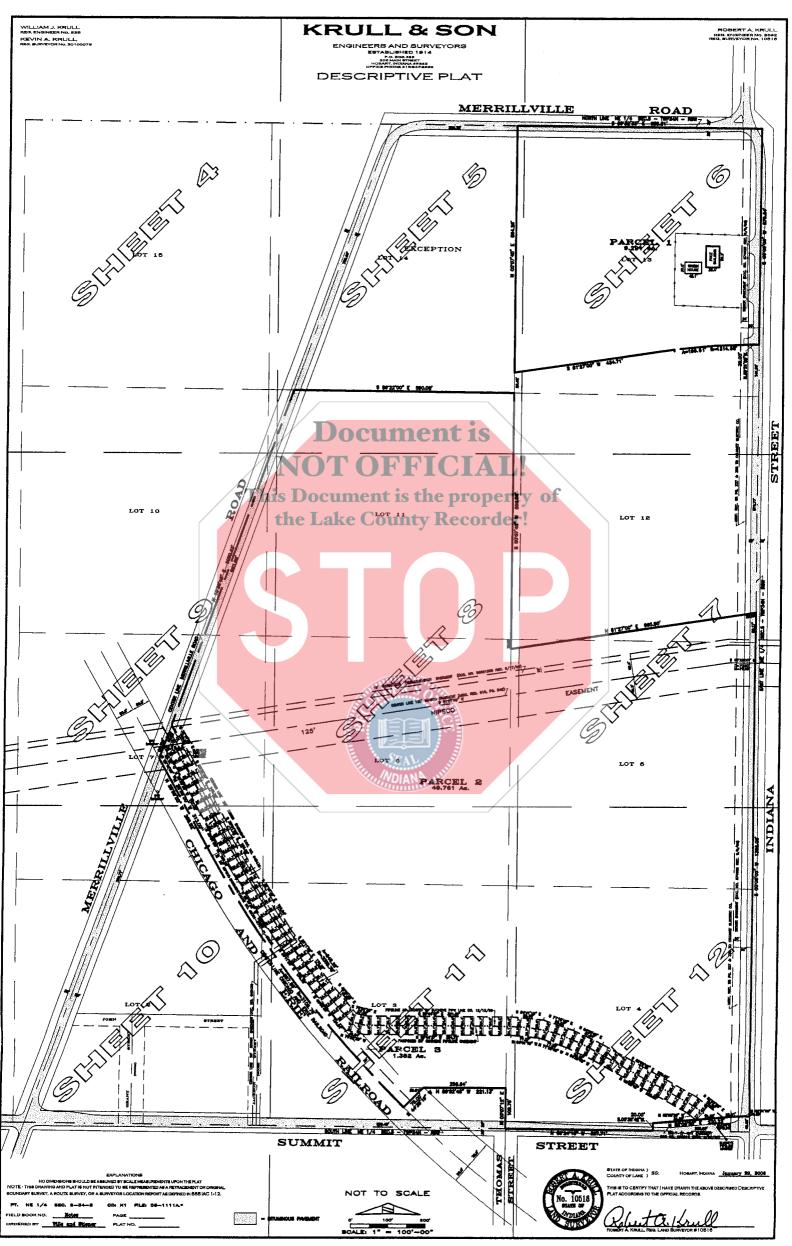
ORDERED BY

Wille and Stiener

PAGE

PLAT NO.





WILLIAM J. KRULL REG. ENGINEER No. 235 KEVIN A. KRULL REG. SURVEYOR No. 20100075

KRULL & SON

ENGINEERS AND SURVEYORS

EKO AND SUKV ESTABLISHED 1914 P.O. BOX 422 206 MAIN STREET HOBART, INDIANA 46342 OFFICE PHONE 219-947-2568 ROBERT A, KRULL REG. ENGINEER NO. 3892 REG. SURVEYOR NO. 10516

EXHIBIT "A"

MATCH LINE

DESCRIPTIVE PLAT

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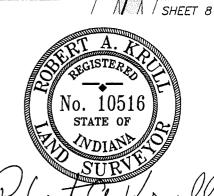
MATCH LINE

SHEET 9



= BITUMINOUS PAVEMENT





SHEET 4 OF 12

WILLIAM J. KRULL REG. ENGINEER NO. 235 KEVIN A. KRULL REG. SURVEYOR NO. 20100075

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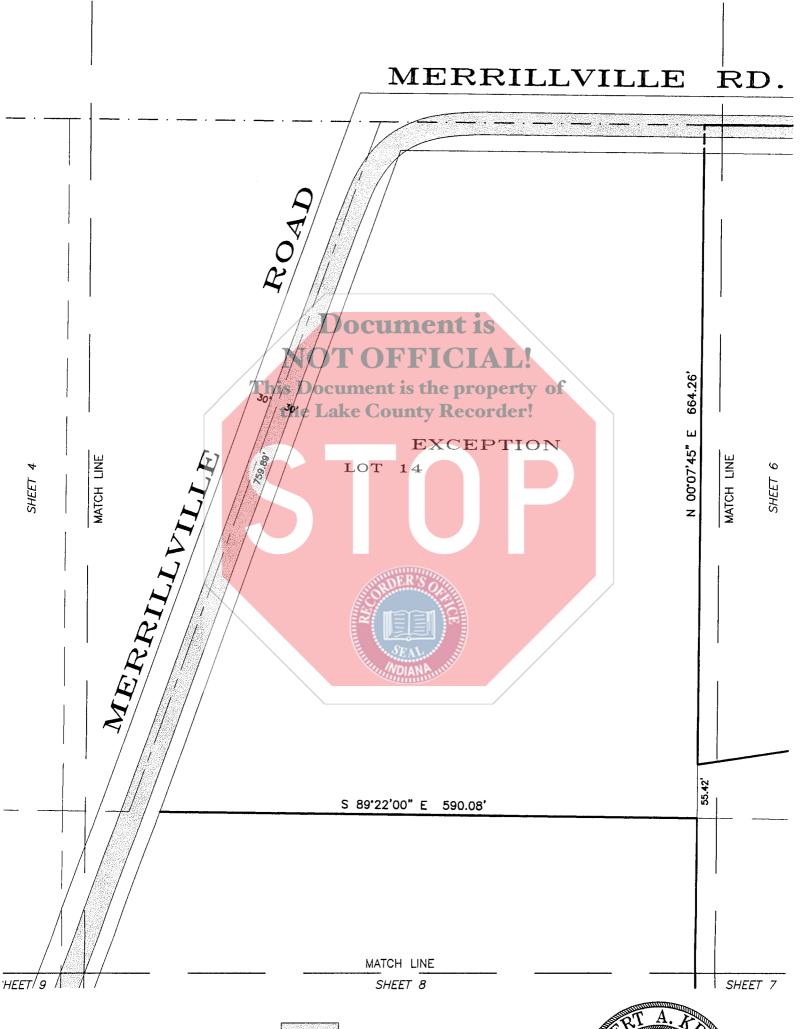
ROBERT A. KRULL REG. ENGINEER NO. 3892 REG. SURVEYOR NO. 10516

ENGINEERS AND SURVEYORS

ESTABLISHED 1914
P.O. BOX 422
206 MAIN STREET
HOBART, INDIANA 46342
OFFICE PHONE 219-947-2568

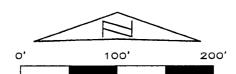
EXHIBIT "A"

DESCRIPTIVE PLAT





= BITUMINOUS PAVEMENT





SHEET 5 OF 12

ANITARY 28 2008

WILLIAM J. KRULL REG. ENGINEER NO. 235 KEVIN A. KRULL REG. SURVEYOR NO. 20100075

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ROBERT A, KRULL REG. ENGINEER NO. 3892 REG. SURVEYOR NO. 10516

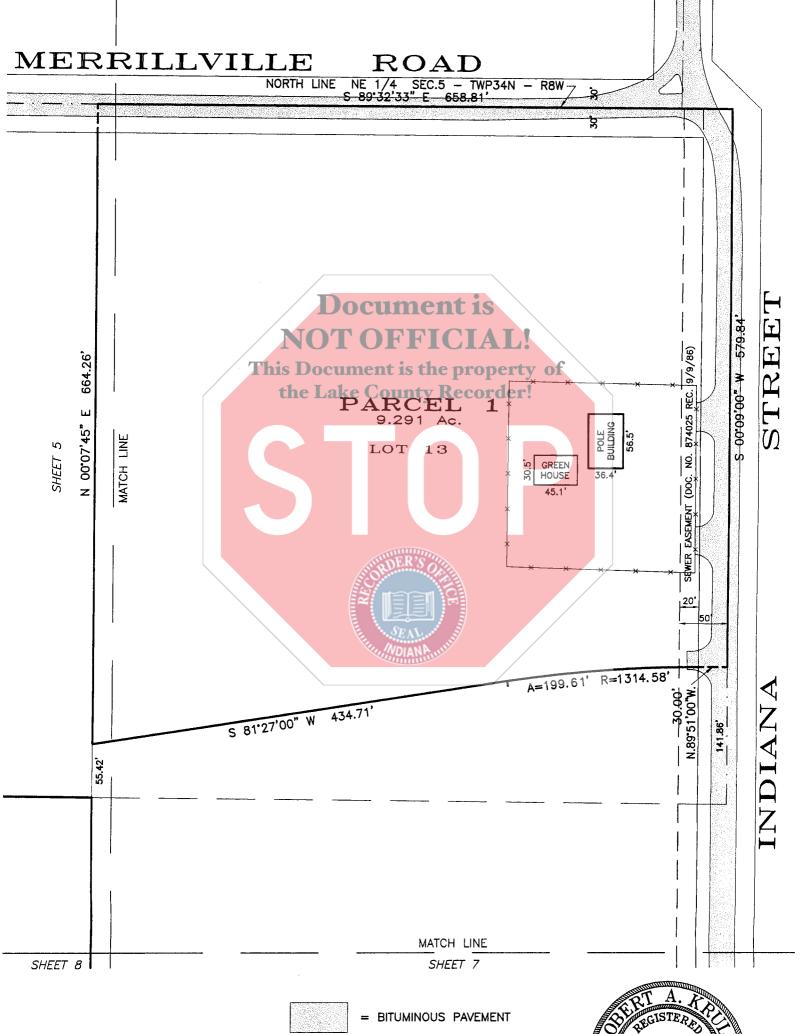
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206 MAIN STREET
HOBART, INDIANA 46342
OFFICE PHONE 219-947-2568

EXHIBIT "A"

DESCRIPTIVE PLAT



SHEET 6 OF 12

ANILIARY 29

0' 100' 200'

No. 10516
STATE OF
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WILLIAM J. KRULL REG. ENGINEER NO. 235 KEVIN A. KRULL REG. SURVEYOR No. 20100078

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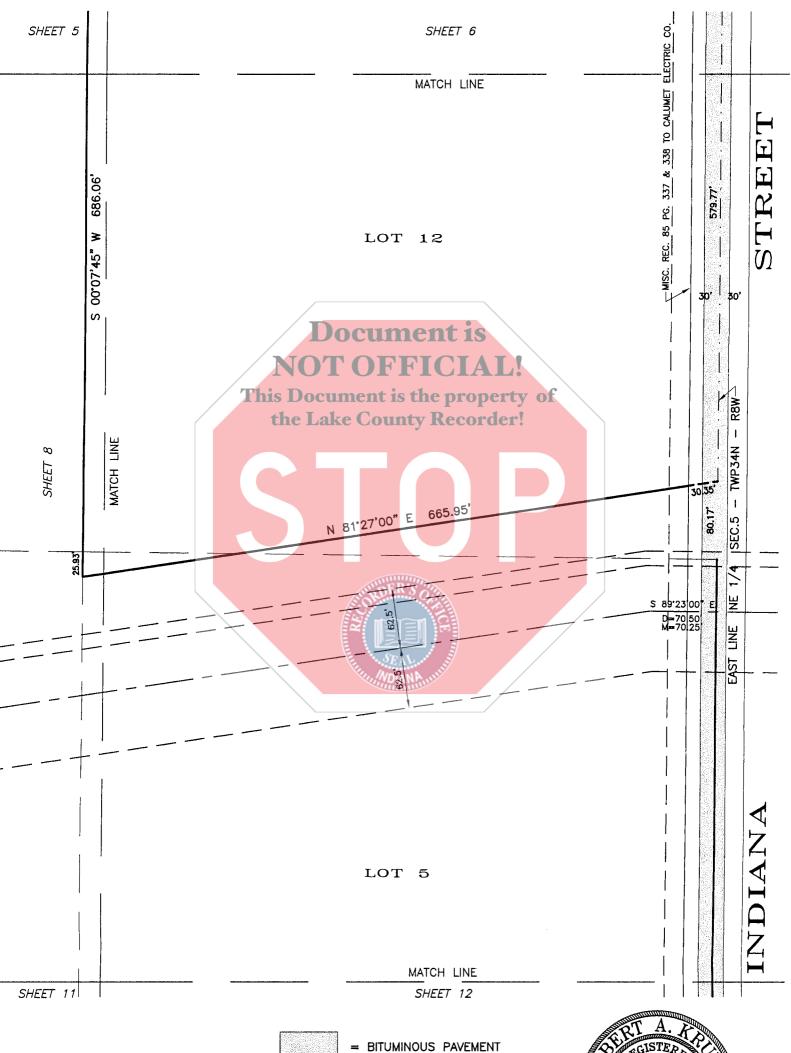
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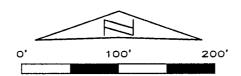
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EXHIBIT "A"

DESCRIPTIVE PLAT



SHEET 7 OF 12





WILLIAM J. KRULL REG. ENGINEER NO. 235 KEVIN A. KRULL BEG. SLIEVEYOR NO. 20100075

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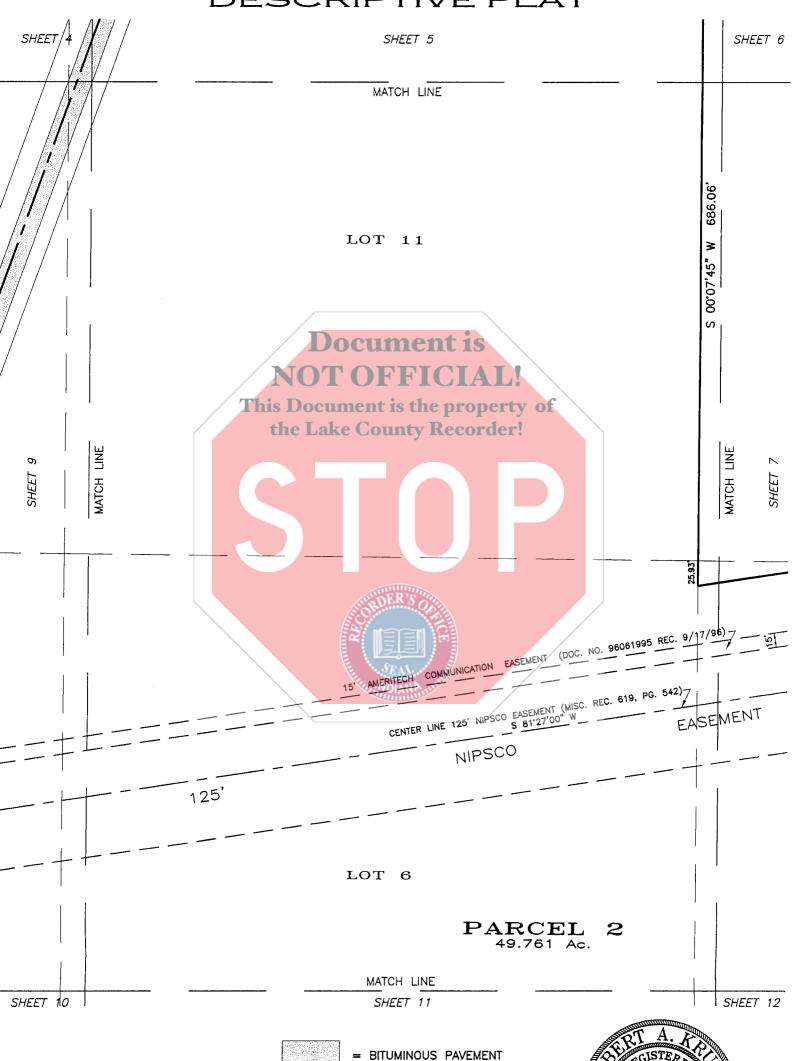
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ENGINEERS AND SURVEYORS
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HOBART, INDIANA 46342
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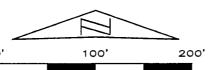
EXHIBIT "A"

DESCRIPTIVE PLAT



SHEET 8 OF 12

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No. 10516
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WILLIAM J. KRULL REG. ENGINEER NO. 235 KEVIN A. KRULL REG. SURVEYOR No. 20100075

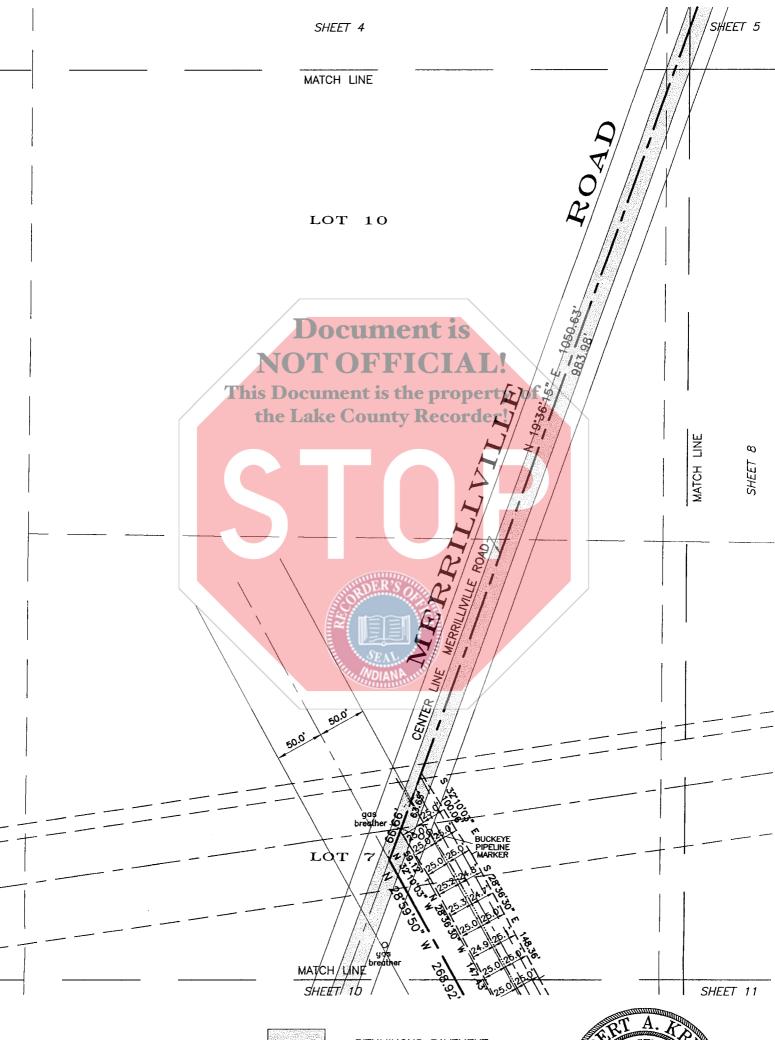
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ROBERT A. KRULL REG. ENGINEER NO. 3892 REG. SURVEYOR NO. 10516

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206 MAIN STREET
HOBART, INDIANA 46342
OFFICE PHONE 219-947-2568

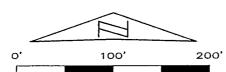
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DESCRIPTIVE PLAT





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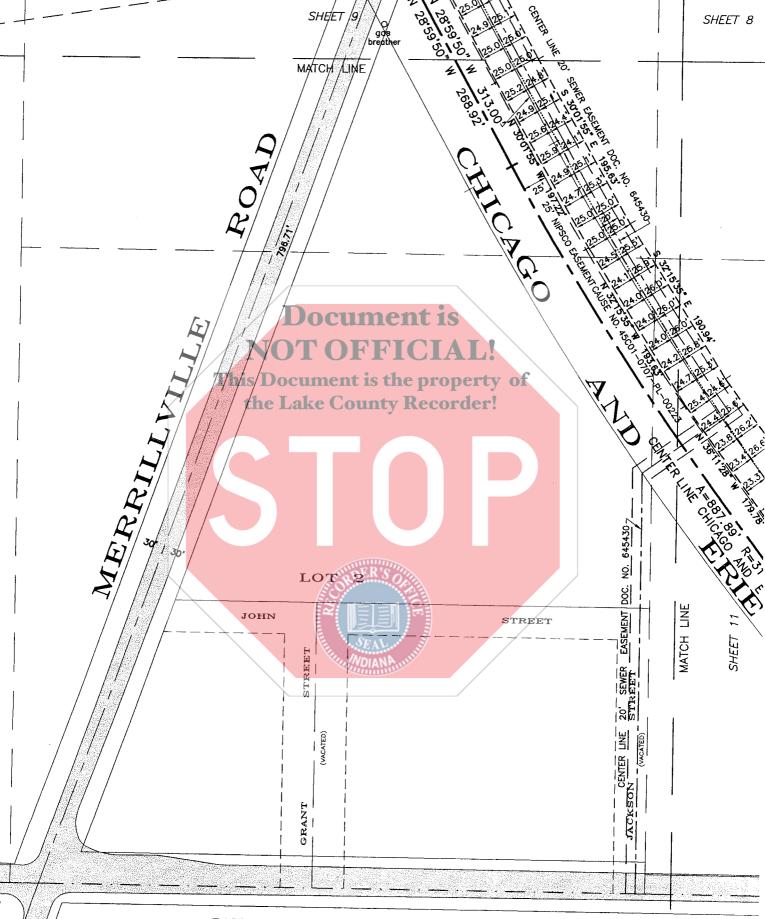
SHEET 9 OF 12

WILLIAM J. KRULL REG. ENGINEER NO. 235 KEVIN A. KRULL REG. SURVEYOR No. 2010

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ENGINEERS AND SURVEYORS
ESTABLISHED 1914
P.O. BOX 422
206 MAIN STREET
HOBART, INDIANA 46342
OFFICE PHONE 219-947-2568

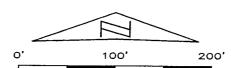
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SHEET 10 OF 12

WILLIAM J. KRULL REG. ENGINEER NO. 235 KEVIN A. KRULL REG. SURVEYOR NO. 20100075

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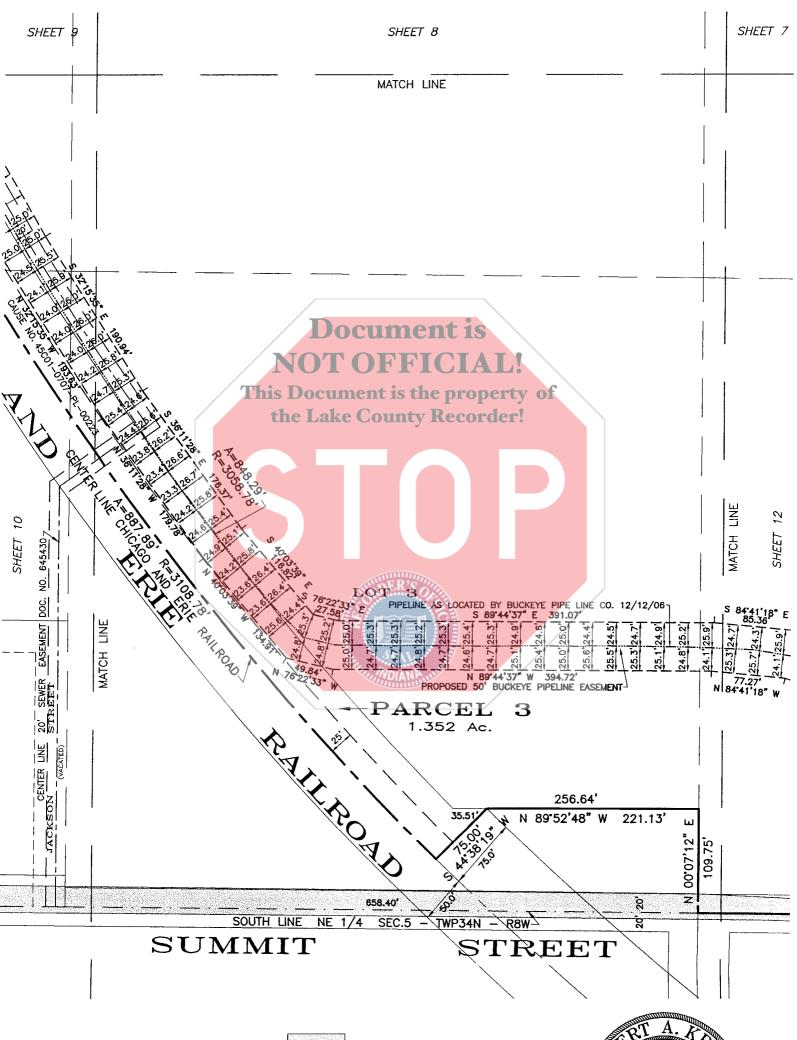
ROBERT A. KRULL REG, ENGINEER No. 3892

ENGINEERS AND SURVEYORS

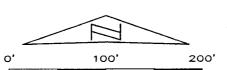
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P.O. BOX 422 206 MAIN STREET HOBART, INDIANA 46342 OFFICE PHONE 219-947-2568 EXMBIT "A"

DESCRIPTIVE PLAT



= BITUMINOUS PAVEMENT



No. 10516
STATE OF
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WILLIAM J. KRULL REG. ENGINEER NO. 235 KEVIN A. KRULL. REG. SURVEYOR NO. 20100075

KRUI & SON

ROBERT A. KRULL REG. ENGINEER NO. 3692 REG. SURVEYOR NO. 10516

ENGINEERS AND SURVEYORS
ESTABLISHED 1914
P.O. BOX 422
206 MAIN STREET
HOBART, INDIANA 46342
OFFICE PHONE 219-947-2568

EXHIBIT "A"

DESCRIPTIVE PL

