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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2013 021704

2013 MAR 22 PM 1:06

MICHAEL B. BROWN
RECORDER

RIGHT-OF-WAY EASEMENT

STATE OF Indiana
COUNTY OF Lake §

FOR AND IN THE FULL CONSIDERATION of the sum of Ten Dollars (\$10.00) and other valuable consideration, in hand paid to the Grimmer Family Limited Partnership, an Indiana Limited Partnership, hereinafter called "Grantor", (whether one or more), whose mailing address is 2619 Main Street, Highland, Indiana 46322, hereby grants, sells and conveys to **BP PIPELINES (NORTH AMERICA) INC.**, a Maine corporation, with offices located at 150 W. Warrenville Rd., Naperville, Illinois, 60563 its successors and assigns, herein called "Grantee" an Easement for the purpose, from time to time, of constructing, operating, inspecting, maintaining, protecting, marking, repairing, replacing, changing the size of, and removing a pipeline or pipelines, and appurtenances, equipment, and facilities useful or incidental to or for the operation or protection thereof, for the transportation of oil, gases, liquids, solids, or any mixtures thereof, upon and along a route to be selected by Grantee on, over and through the following land described in Exhibit "A" located in Lake County, State of Indiana to-wit:

together with the right of unimpaired access to said pipeline or pipelines, and the right of ingress and egress on, over, and through the above-described land for any and all purposes necessary and incident to the exercise by said Grantee of the rights granted hereunder with the further right to maintain the Easement herein granted clear of trees, undergrowth, brush, structures, and any other items, to the extent Grantee deems necessary in the exercise of the rights granted herein, except as otherwise permitted herein.

In addition to the Easement rights granted herein, Grantor further grants to Grantee, during initial construction and installation only, the right to temporarily use such additional work space as reasonably required to construct said pipelines. Said temporary work space shall abut the Easement area, on either side, as required by construction. Provided, Grantee shall pay Grantor, upon completion of the initial construction and installation, all damages, which might occur as a result of the temporary use of lands in excess of the Easement area as agreed upon in Site Access and Work Agreement.

FILED
MAR 22 2013
PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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Grantor shall be paid an additional consideration for each pipeline constructed from time to time under this grant after construction of the first pipeline. It is agreed that all of said pipelines shall be located within the Easement, as described in Exhibit A, attached hereto.

Grantor shall have the right to use and enjoy the above-described premises; provided however, Grantor shall not exercise such use and enjoyment in a manner that will impair or interfere with the exercise by Grantee of any of the rights herein granted. Grantor agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, lake, engineering works, or any other type of structure over or on said Easement, except as otherwise permitted herein. Grantee agrees to pay for actual damages to fences, drain tile, or buildings of Grantor resulting from the exercise of the rights herein granted; provided, however, that after the pipelines have been constructed hereunder, Grantee shall not be liable for damages caused on the Easement by keeping said Easement clear of trees, undergrowth, brush, or any other obstructions.

Grantor reserves the right to install a parking lot over the Easement area. Before installation of said parking lot Grantor agrees to provide plans for the construction of the parking lot to the Grantee for review and approval. Grantee shall respond with its approval or the changes and alterations needed to the plans to insure said parking lot construction does not interfere with the safe operation and maintenance of the pipeline. Construction activities shall not commence until such time as Grantor and Grantee have mutually agreed upon the construction plans.

Grantee may, at its sole discretion, elect to have a representative on site during Grantor's excavation or construction activities in close proximity to Grantee's Easement and Grantor herein acknowledges that Grantee's representative shall have full authority to stop any of Grantor's excavation or construction related activities in close proximity to Grantee's Easement if Grantee's representative, in his/her sole discretion, feels Grantor's activities could result in damage to Grantee's pipeline.

Grantor shall not to commence with any excavation or construction on or near the Easement without first contacting the local "One-Call" utility locating service at least 48 hours (two working days) prior to initiating any excavation or construction activities so Grantee can arrange to have a representative present when Grantor or their contractor are working in close proximity to the Easement.

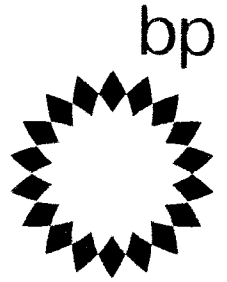
It is agreed that any payment hereunder may be made directly to said Grantors, or any one of them and payment so made will be deemed and considered as payment to each of said Grantors.

The pipeline or pipelines constructed under this grant shall be buried at the time of original construction not less than thirty-six (36) inches below the surface, except it shall be buried not less than twenty-four (24) inches through rock. Whenever Grantee removes rocks from the trench during the excavation of the trench, Grantee shall replace such rocks in the trench at least two (2) feet below the surface elevation of said land at the time of construction, or to a level not shallower than rock in the immediate area, or, at its sole discretion, Grantee may either remove such rocks from said land or deposit such rocks on said land at an adjacent place which may be designated by Grantor. Rock as herein defined, shall not include sand or gravel or rocks less than two (2) inches in diameter. Grantor shall not reduce, nor allow a third



Historic Fort Harrison
 8901 Otis Avenue
 Indianapolis, IN 46216
 317-826-7100
 317-826-7110 FAX

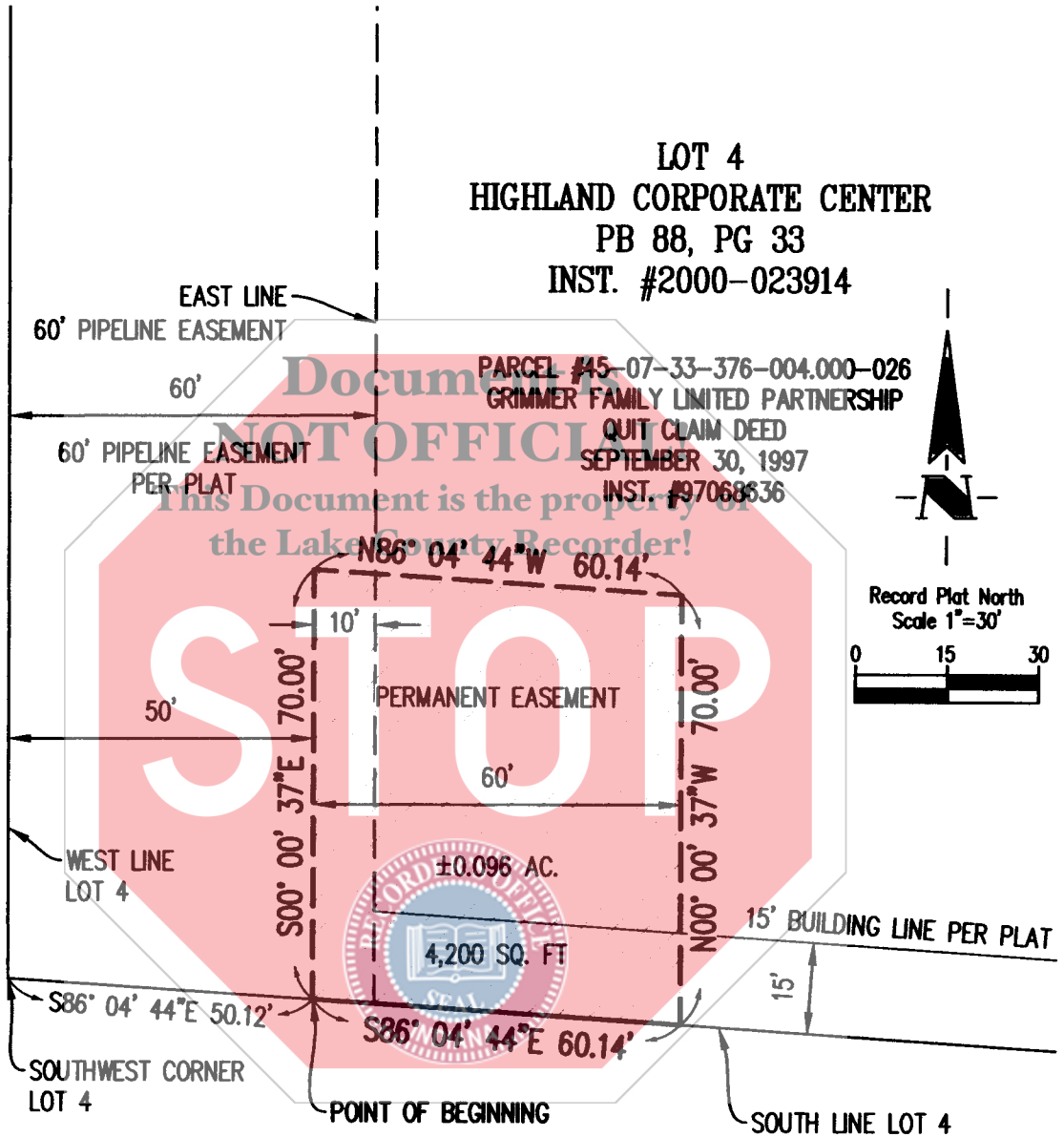
Engineering
 Surveying
 Architecture
 GIS LIS
 Geology



Permanent Easement
 Pt SW 1/4 Sec 33-36N-9W
 North Township
 Lake County, Indiana

Exhibit "A"

NORFOLK & SOUTHERN RAILROAD
 FORMERLY C.I.&S. RAILROAD

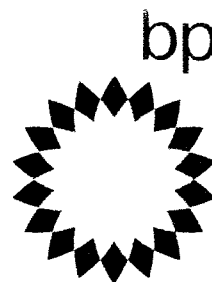


MAIN STREET



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Indianapolis, IN 46216
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Engineering
Surveying
Architecture
GIS-LIS
Geology



Permanent Easement
Pt SW 1/4 Sec 33-36N-9W
North Township
Lake County, Indiana

Exhibit "A"

Permanent Easement

Part of Lot 4 in Highland Corporate Center, per plat thereof, recorded in Plat Book 88, Page 33 (Instrument Number 2000-023914) in the Office of the Recorder of Lake County, Indiana, also being a part of the Southwest Quarter of Section 33, Township 36 North, Range 9 West of the Second Principal Meridian in Lake County, Indiana, described as follows:

Commencing at the southwest corner of said Lot 4; thence South 86 degrees 04 minutes 44 seconds East (bearing based upon said plat) along the south line of said Lot 4 a distance of 50.12 feet to the Point of Beginning; thence continuing South 86 degrees 04 minutes 44 seconds East along said south line a distance of 60.14 feet; thence North 00 degrees 00 minutes 37 seconds West parallel with the west line of said Lot 4 a distance of 70.00 feet; thence North 86 degrees 04 minutes 44 seconds West parallel with said south line a distance of 60.14 feet; thence South 00 degrees 00 minutes 37 seconds East parallel with said west line a distance of 70.00 feet to the Point of Beginning, containing 4,200 square feet.

Kristopher K. Eichhorn
Kristopher K. Eichhorn
Registered Land Surveyor #21000230
July 18, 2012

