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STATE OF INDIANA  
LAKE COUNTY  
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MICHAEL C. BROWN  
RECORDER

This Document Prepared By,  
And When Recorded Return to:  
Brad Krabel Pipelines (North America) Inc.  
150 W. Warrrenville Road  
Naperville, IL 60563  
File 3633-0018

**AGREEMENT & PARTIAL RELEASE OF PIPELINE RIGHT-OF-WAY**

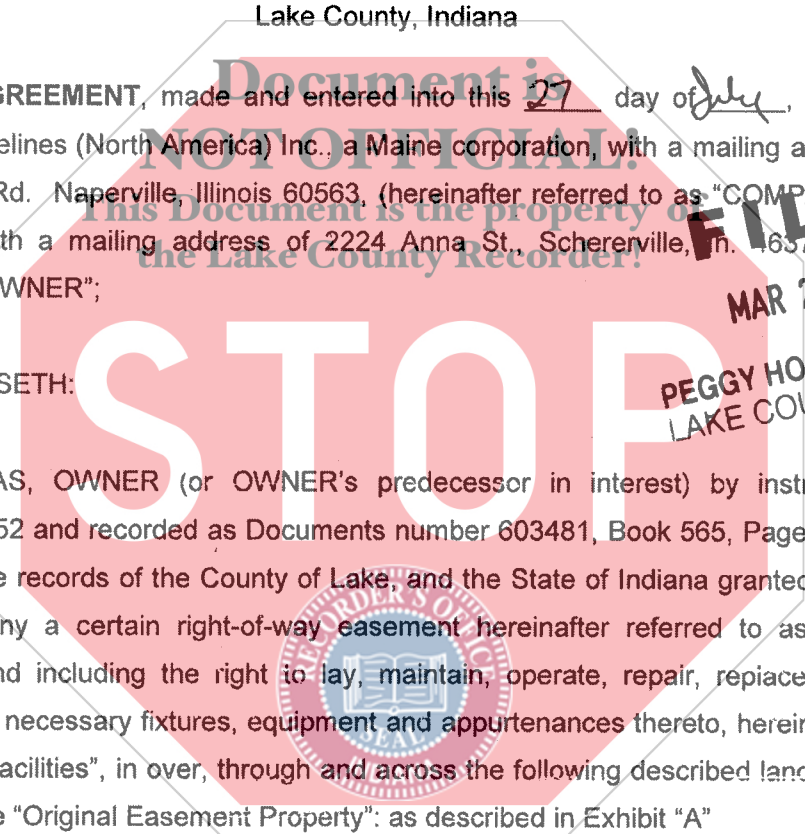
Lake County, Indiana

**THIS AGREEMENT**, made and entered into this 27 day of July, 2012, by and between BP Pipelines (North America) Inc., a Maine corporation, with a mailing address of 150 W. Warrenville Rd. Naperville, Illinois 60563, (hereinafter referred to as "COMPANY"), Rod Jones, with a mailing address of 2224 Anna St., Schererville, In. 46375 hereinafter referred to as "OWNER";

WITNESSETH:

WHEREAS, OWNER (or OWNER's predecessor in interest) by instrument dated February 21, 1952 and recorded as Documents number 603481, Book 565, Page 502 on April 18<sup>th</sup>, 1952 in the records of the County of Lake, and the State of Indiana granted unto Sinclair Pipeline Company a certain right-of-way easement hereinafter referred to as "Easement", together with and including the right to lay, maintain, operate, repair, repiace and remove pipelines and all necessary fixtures, equipment and appurtenances thereto, hereinafter referred to as "Pipeline Facilities", in over, through and across the following described lands, hereinafter referred to as the "Original Easement Property": as described in Exhibit "A"

together with the right of ingress and egress to and from said Original Easement Property; and



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LAKE COUNTY AUDITOR

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WHERE AS, BP Pipelines ( North America ) Inc., as successor in interest to Sinclair Pipeline Company; and

WHEREAS, pursuant to the Easement, a pipeline was or pipelines were constructed together with other associated facilities (such pipeline and associated facilities being collectively referred to as "Pipeline Facilities") and installed over, through and across the above described Original Easement Property and is presently maintained and operated as part of the pipeline system of COMPANY; and

WHEREAS, OWNER is current owner of all or a portion of the Original Easement Property, said portion being described in Exhibit "A", attached hereto and incorporated herein and hereinafter referred to as "Owner's Property"; and

WHEREAS, COMPANY is relocating said pipeline and has received a request from OWNER to release that portion of the Owner's Property not required for use by COMPANY in connection with the exercise of the rights granted to COMPANY pursuant to the Easement; and

WHEREAS, COMPANY is willing to describe and limit its right-of-way easement to a defined strip across Owner's Property and to release the remainder of Owner's Property BUT NO OTHER PROPERTY from the terms and provisions of said Easement under the conditions herein provided and mutually agreed upon by COMPANY and OWNER.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, COMPANY and OWNERS hereby agree that the said Easement as it affects Owners' Property shall be, from and after the date herof, limited to and exercisable only to a strip of land as described in Exhibit "B" (hereinafter, the "Defined Easement Strip"), attached hereto and made a part hereof FURTHER SAVING AND EXCEPTING TO COMPANY, its successors and assigns, the right of ingress and egress across OWNERS' Property for the purpose of allowing COMPANY to exercise any rights reserved to it under the Original Easement or this Agreement on the Defined Easement Strip, and FURTHER SUBJECT to the following terms, conditions, and covenants:

1. Except as otherwise provided herein, no buildings, streets, driveways, underground pipes, cables, or any other structures shall be executed or created within the limits of the Defined Easement Strip and provided further that OWNER, shall not erect or construct, nor permit the erection of construction of any buildings, walls, fences, engineering works, or any other type of structure or structures on, over, under, through, or across said Defined Easement Strip without the express written consent of COMPANY, its successors and assigns. If such written consent is given, all costs and expenses of moving, lowering, relocating or encasing the Pipeline Facilities to accommodate such new streets, driveways, pipes, cables or other structures, shall be borne by the then owners of the Property or such other persons who shall have the right to require such or similar modifications to the Pipeline Facilities. COMPANY shall not be held liable to OWNER for any damage caused to any of the permitted facilities constructed across or along the Defined Easement Strip in exercising the rights granted COMPANY in the Original Easement, and if in the judgment of COMPANY, the construction of such permitted facilities requires that the pipeline or pipelines located on said strip be altered, lowered, encased, or otherwise protected, the entire cost of such protective measures shall be borne fully by OWNER.
2. OWNER shall not engage in, nor permit any activity which would violate or cause any violation of an applicable Federal, State or Local rule, regulation, or order governing land use in the vicinity of pipeline(s).
3. OWNER further agrees that COMPANY shall have the right at any time or times to lay, maintain, operate, repair, replace, alter, renew, and remove the existing Pipeline Facilities and related appurtenances and/or additional pipelines on, over, through and across the Easement within the Defined Easement Strip. COMPANY shall also have the right to change the pipe size of the existing pipeline located within the Defined Easement Strip.
4. OWNER's right to use the strip of land constituting the Defined Easement Strip shall be confined to those uses not inconsistent with COMPANY's rights, which will not interfere with the operation, maintenance, repair, removal, alteration and replacement of said Pipeline Facilities, and in a manner that will not unreasonably interfere with the use of said right-of-way strip by COMPANY for the purposes as set forth in the original Easement first hereinabove described. OWNER agrees, however, that no trees shall be planted within the Defined Easement Strip and COMPANY shall have the right to cut and

to remove any and all trees and undergrowth within the strip of land without compensation to OWNER, its successors and assigns.

THIS INSTRUMENT CONTAINS ALL OF THE PROMISES, TERMS AND PROVISIONS OF THE AGREEMENTS MADE BY THE PARTIES HERETO, AND IT IS HEREBY UNDERSTOOD THAT THE PERSON SECURING THIS AGREEMENT ON BEHALF OF COMPANY IS WITHOUT AUTHORITY TO MAKE ANY COVENANT OR AGREEMENT NOT HEREIN EXPRESSED.

Except as herein modified, all right, title and interest of every kind and nature as contained in the Easement is fully reserved by COMPANY and shall otherwise remain in full force and effect as to the Defined Easement Strip and all property other than the remaining Owner's Property, it being fully understood that the only property being released under this Agreement is the Owner's Property OUTSIDE of the Defined Easement Strip.

The terms, conditions and provisions hereof shall extend to and be binding upon the parties hereto, its respective heirs, successors, grantees, and assigns, but in no event shall this document be binding upon COMPANY until such time as it is executed and attested to by COMPANY management.

IN WITNESS WHEREOF, the parties hereto have caused the agreement to be executed and have affixed its respective signature as of the day and year first written above.

BP Pipelines (North America) Inc.

J. Rod Jones

By: S. Pankhurst  
Printed: S. Pankhurst  
Title: President

By: J. Rod Jones  
Printed: J. Rod Jones  
Title: owner



THE STATE OF Illinois )  
COUNTY OF DuPage )

Before me, a Notary Public in and for said County and State, on this day personally appeared S. Pankhurst, known to me to be the President, of BP Pipelines (North America) Inc., a corporation of the state of Maine, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

Given under my hand and seal of office this 31<sup>st</sup> day of July, 2012.

Lisa Krenz  
Notary Public

My Commission Expires: 05/04/14



THE STATE OF Indiana  
COUNTY OF Lake

Before me, a Notary Public in and for said County and State, on this day personally appeared J. Rod Jones known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as their free act and deed.

Given under my hand and seal of office this 27<sup>th</sup> day of July, 2012.

Laura J. Holesapple  
Notary Public

My Commission Expires: 5-3-13

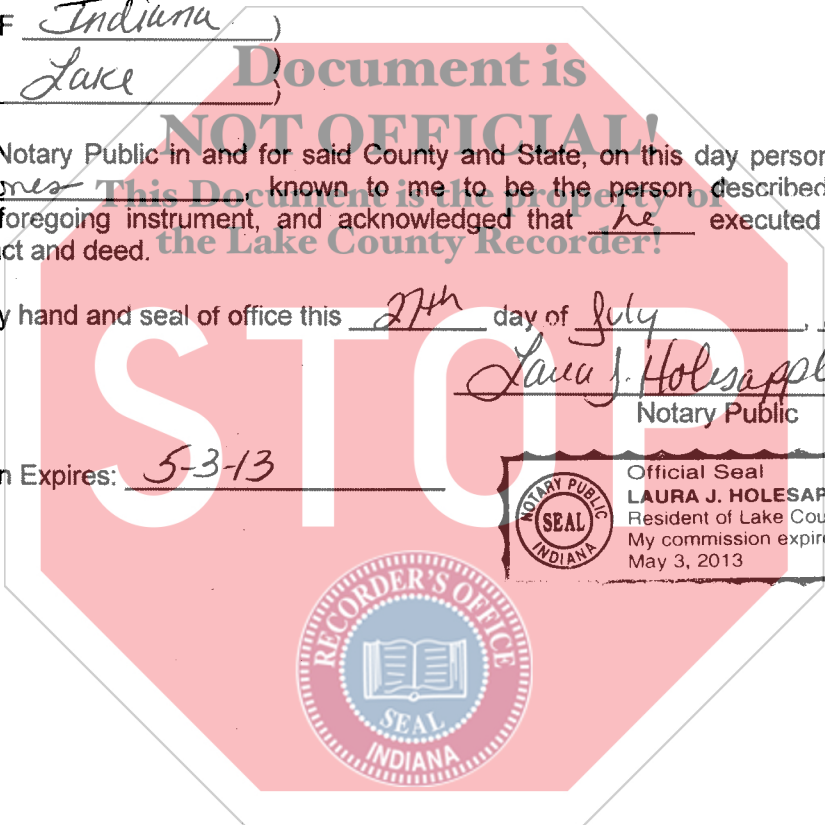
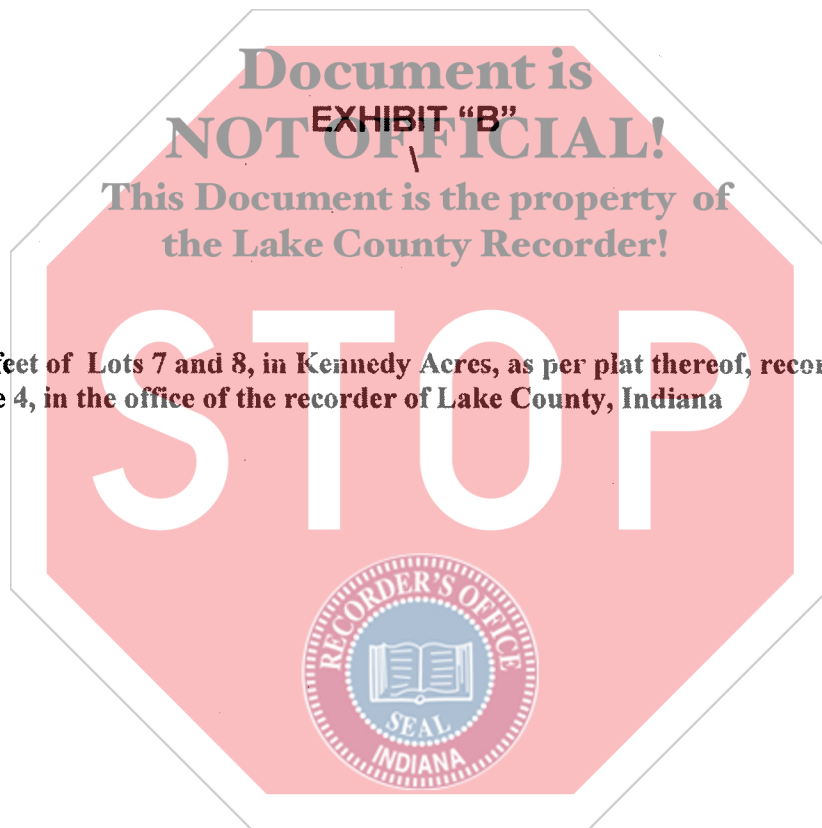


EXHIBIT "A"

**Lots 7, 8, and 9 in Kennedy Acres, as per plat thereof, recorded in Plat Book 24, Page 4, in the office of the recorder of Lake County, Indiana**



**The West 85 feet of Lots 7 and 8, in Kennedy Acres, as per plat thereof, recorded in Plat Book 24, Page 4, in the office of the recorder of Lake County, Indiana**