

2020-073223

2020 Oct 14

8:32 AM

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
MICHAEL B BROWN  
RECORDER

ASSIGNMENT AND CONVEYANCE AGREEMENT  
County Recorder's Cover Sheet

**Preparer Information:**

Donna M. Simpson  
BP Pipelines (North America) Inc.  
30 South Wacker Drive, Suite 8S  
Chicago, IL 60606  
312-286-5873

**Return Document to:** (name, address and phone number)

Lisa Krenz  
BP Pipelines (North America) Inc.  
30 South Wacker Drive, Suite 8S  
Chicago, IL 60606  
312-286-5873

**Grantor:**

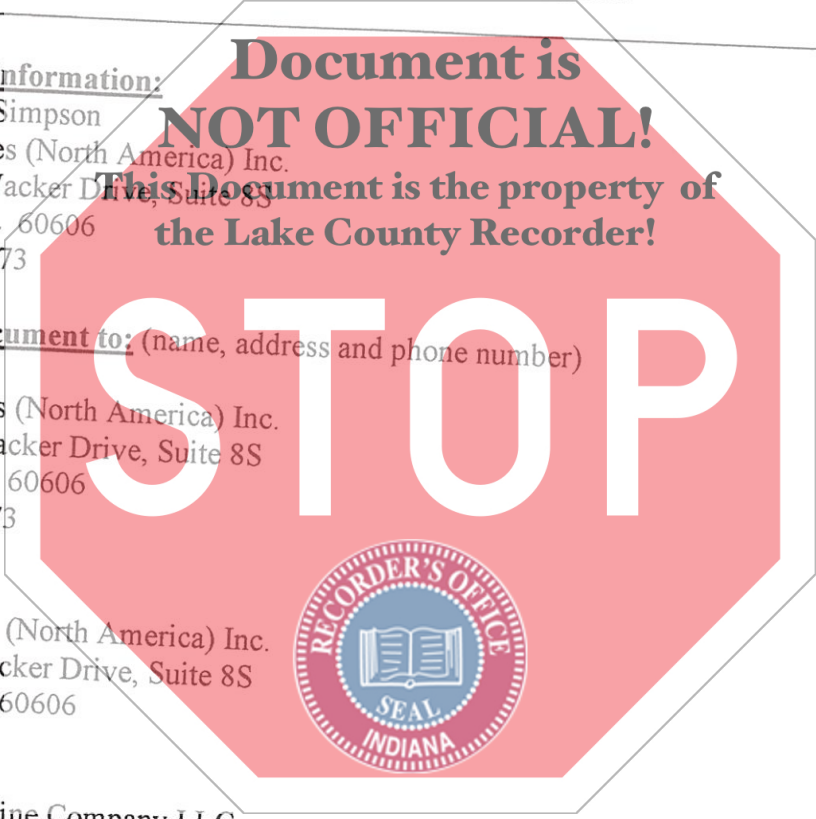
BP Pipelines (North America) Inc.  
30 South Wacker Drive, Suite 8S  
Chicago, IL 60606

**Grantee:**

BP One Pipeline Company LLC  
30 South Wacker Drive, Suite 8S  
Chicago, IL 60606

**Legal Description:**

See Schedule A attached hereto.



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check  
# 010506  
25.00  
KLC

STATE OF INDIANA  
COUNTY OF LAKE

ASSIGNMENT AND CONVEYANCE AGREEMENT

[ *Partial Assignment* ]

( Lake County )

**Document is NOT OFFICIAL!**  
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[BP Pipelines (North America) Inc., a Maine Corporation, having an office at 30 South Wacker Drive, Chicago, Illinois 60606 (“Grantor”), for and in consideration of the sum of TEN AND NO/DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of Grantor and Grantee, hereby contributes, conveys and assigns to BP One Pipeline Company LLC, a Delaware limited liability company, having its principal office at c/o BP Pipelines (North America) Inc., 30 South Wacker Drive, Chicago, Illinois 60606 (“Grantee”), without any warranties, express or implied, a partial assignment of Grantor’s rights, title and interests in and to the real property, or leases, easements, rights-of-way, franchises, permits, licenses, and other rights to, or interests in, real property, described on Schedule A hereto, to the extent that such interests relate to the ownership, operation, maintenance and repair of the Pipeline Assets (as defined in the Contribution Agreement, referenced below) being contributed, conveyed and assigned by Grantor to Grantee and to the extent Grantor is legally able to make such contribution, conveyance and assignment and subject to the terms and conditions of this Assignment and Conveyance Agreement (collectively, the “Assigned Rights”). Grantee does hereby accept such rights, title and interests in their present “AS-IS, WHERE IS, WITH ALL FAULTS” condition, and does hereby assume all of Grantor’s duties and obligations under or relating to such leases, easements, rights-of-way, franchises, permits, licenses and other rights to, or interests in, real property, on the terms and conditions of this Assignment and Conveyance Agreement, to the extent that such obligations pertain to the Pipeline Assets being contributed, conveyed and assigned by Grantor to Grantee.

Grantor expressly reserves concurrent interests in said real property, or leases, easements, rights-of-way, franchises, permits, licenses and other rights as Excluded Assets (as defined in the Contribution Agreement). Grantor and Grantee intend that each shall have the full use and enjoyment of all of said real property, or leases, easements, rights-of-way, franchises, permits, licenses, and other rights insofar as such rights pertain to each other’s assets.

The Assigned Rights, and the contribution, conveyance and assignment of the Assigned Rights under this Assignment and Conveyance Agreement, are subject to (a) the terms and conditions of the leases, easements, rights-of-way, franchises, permits, licenses and other rights to, or interests in, real property listed on said Schedule A, and (b) all easements, covenants, conditions, restrictions, reservations and other matters of record affecting, encumbering or relating to the Assigned Rights.

From time to time, as and when requested by Grantor, Grantee shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take or cause to be taken, all such further or other actions, as Grantor or its successors and permitted assigns may reasonably deem necessary or desirable in order that Grantee can more effectively accept and assume the Assigned Rights contributed, conveyed and assigned by this Assignment and Conveyance Agreement.

This Assignment and Conveyance Agreement is an instrument of transfer and conveyance contemplated by, and is executed and delivered under and subject to, the Contribution Agreement, dated July 22, 2020, with a retroactive effective as of July 1, 2020 (the "*Contribution Agreement*"), by and between Grantor and Grantee, and nothing contained in this Assignment and Conveyance Agreement shall be deemed to modify any of the provisions of the Contribution Agreement or any rights or obligations of Grantor or Grantee under the Contribution Agreement. In the event of a conflict between the terms and provisions of this Assignment and Conveyance Agreement and the terms and provisions of the Contribution Agreement, the Contribution Agreement shall govern and control.

This Assignment and Conveyance Agreement shall be binding upon and inure to the benefit of the Grantor and Grantee and their respective successors and permitted assigns.

This Assignment and Conveyance Agreement shall be construed in accordance with, and governed by, the laws of the State of [Location of Interests], excluding any choice or conflict of laws rules that may direct the application of the laws of another jurisdiction. All actions or proceedings between Grantor and Grantee related to or arising under this Assignment and Conveyance Agreement shall be litigated or resolved in accordance with Section 5.6 of the Contribution Agreement, which is incorporated by reference herein *mutatis mutandis*.

This Assignment and Conveyance Agreement may be executed in any number of counterparts (including by means of email of a portable document format (.pdf) signature page) with the same effect as if each of Grantor and Grantee had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

Whenever possible, each provision of this Assignment and Conveyance Agreement shall be interpreted in such manner as to be valid and effective under applicable law, but if any provision of this Assignment and Conveyance Agreement or the application of any such provision are held by any court of competent jurisdiction to contravene, or to be invalid or unenforceable under, the laws of any political body having jurisdiction over the subject matter hereof, such contravention, invalidity or unenforceability shall not invalidate the entire Assignment and Conveyance Agreement or any other provision hereof. Instead, this Assignment and Conveyance Agreement shall be construed as if it did not contain the particular provision or provisions held to be in contravention, invalid or unenforceable and each of Grantor and Grantee shall negotiate in good faith to modify this Assignment and Conveyance Agreement so as to give effect to the original intention of each of Grantor and Grantee as closely as possible in a mutually acceptable manner in order that the transactions hereby be consummated as originally contemplated by this Assignment and Conveyance Agreement at the time of execution of this Assignment and Conveyance Agreement to the greatest extent possible.

**Notwithstanding the date of execution, this Assignment and Conveyance Agreement shall be deemed effective as of July 1, 2020.**

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

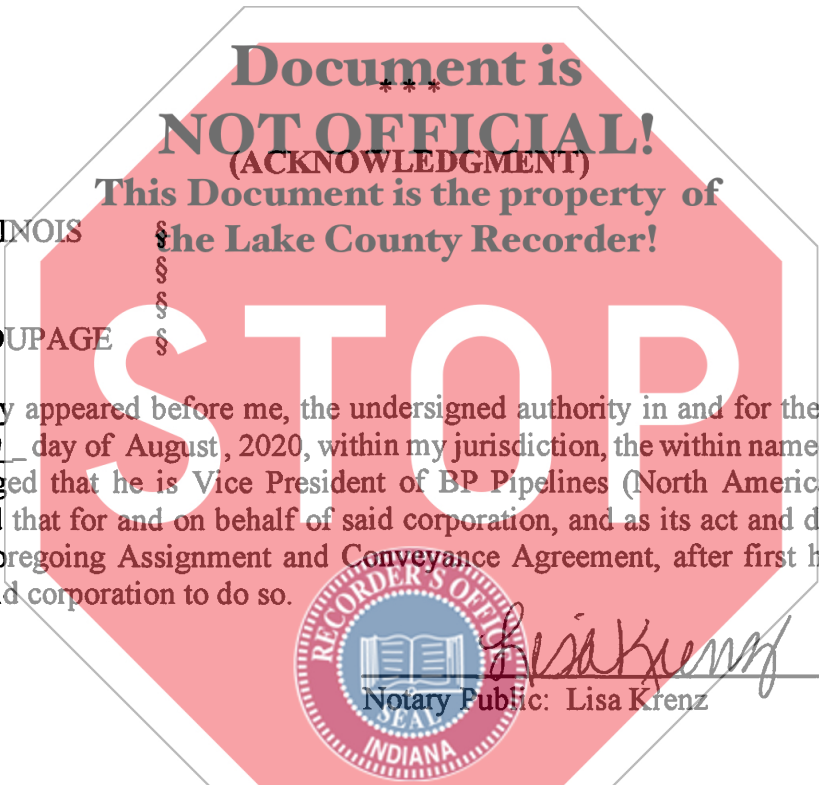


Grantor and Grantee execute this Assignment and Conveyance Agreement this 26 day of August, 2020, with a retroactive effective date as of July 1, 2020.

GRANTOR:

**BP Pipelines (North America) Inc.,  
a Maine corporation**

By: *John D'Andrea*  
Name: John D'Andrea  
Its: Vice President



STATE OF ILLINOIS §  
  §  
  §  
  §  
COUNTY OF DUPAGE §

Personally appeared before me, the undersigned authority in and for the said county and state, on this 26 day of August, 2020, within my jurisdiction, the within named John D'Andrea who acknowledged that he is Vice President of BP Pipelines (North America) Inc., a Maine Corporation, and that for and on behalf of said corporation, and as its act and deed, he executed the above and foregoing Assignment and Conveyance Agreement, after first having been duly authorized by said corporation to do so.

*Lisa Krenz*  
Notary Public: Lisa Krenz

My Commission Expires: \_\_\_\_\_

[AFFIX NOTARIAL SEAL]



GRANTEE:

**BP One Pipeline Company LLC, a Delaware limited liability company**

**By: Its sole member, BP Pipelines (North America) Inc.**

By: Gerald J. Maret  
Name: Gerald J. Maret  
Title: President

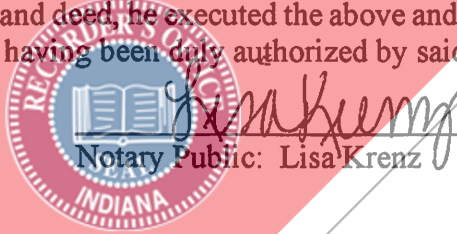


STATE OF ILLINOIS

§  
§  
§  
§

COUNTY OF DUPAGE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 26 day of Aug, 2020, within my jurisdiction, the within named Gerald J. Maret who acknowledged that he is President of BP Pipelines (North America) Inc., the sole member of BP One Pipeline Company LLC, a Delaware limited liability company, and on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing Assignment and Conveyance Agreement, after first having been duly authorized by said corporation to do so.



My Commission Expires: \_\_\_\_\_

[AFFIX NOTARIAL SEAL]



CERTIFICATE OF PROOF

WITNESS to the signature (s) on the foregoing instrument to which this Proof is attached.

DM Sekulich  
Witness Signature

Donna M. Sekulich  
Witness Printed Name

PROOF:

STATE OF Illinois

COUNTY OF DuPage



Before me a Notary Public in and for said County and State, Dated on 9/26 \2020, personally appeared the above-named WITNESS to the foregoing instrument, who, being by me duly sworn, did depose and say that she knows WITNESS- Donna M. Sekulich to be the individual described in and who executed the foregoing instrument: that said WITNESS was present and saw said GRANTOR Gerald J. Maret execute the same: and the said WITNESS at same time subscribed her name as a witness thereto

Lisa Krenz  
NOTARY PUBLIC SIGNATURE

Lisa Krenz  
NOTARY PRINTED NAME

Notary Name exactly as Commission  
Notary Public- State of Illinois  
Seal



Commission Expires: 05/04/2022

**SCHEDULE A**

**ASSIGNED RIGHTS**

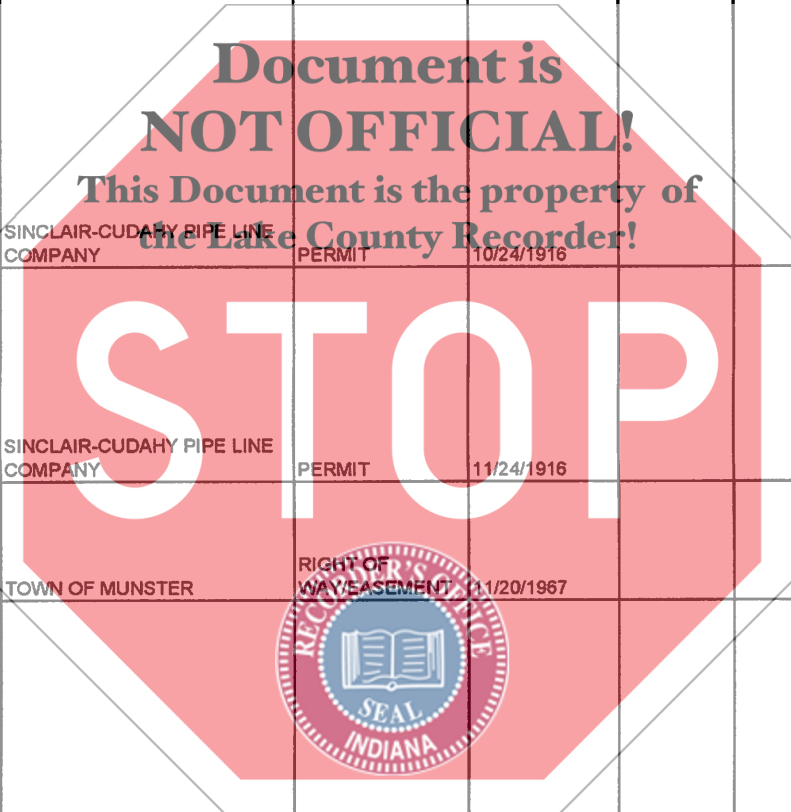
*(See attached.)*



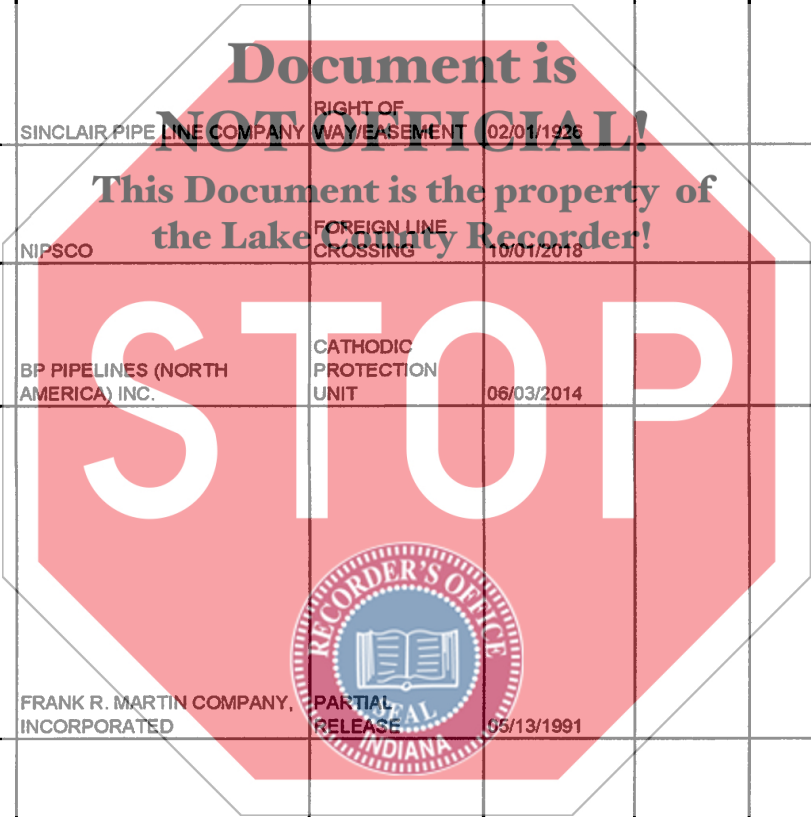


**SCHEDULE A**

Series #	Line #	Fee /Lease #	Original Grantor	Original Grantee	Agreement Type	Effective Date	Book	Page	Document #	Location/Legal Description
2991	1614A		TOWN OF DYER	SINCLAIR-CUDAHY PIPE LINE COMPANY	PERMIT	10/24/1916				USA/Indiana/Lake T000 - R000: SEC 000 Metes & Bound: ON, OVER, UNDER, ACROSS, AND THROUGH THE STREETS OF THE TOWN OF DYER, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF COLUMBIA AVENUE WITH THE NORTH LINE OF THE TOWNSHIP OF DYER; THENCE SOUTH ON COLUMBIA AVENUE AND EAST STREET TO MATTESON STREET; THENCE WEST ON MATTESON STREET TO LAKE STREET; THENCE SOUTH ON LAKE STREET TO THE LINCOLN HIGHWAY; THENCE WEST ON LINCOLN HIGHWAY TO THE ILLINOIS STATE LINE AND THERE TERMINATED.
2991	1616 1		TOWN OF MUNSTER	SINCLAIR-CUDAHY PIPE LINE COMPANY	PERMIT	11/24/1916				USA/Indiana/Lake T000 - R000: SEC 000 Metes & Bound: COMMENCING AT THE INTERSECTION OF COLUMBIA AVE WITH THE S. LIMITS OF THE TOWN OF MUNSTER; THENCE UPON COLUMBIA AVE IN A NORTHLY DIRECTION TO THE N. LIMITS OF THE TOWN OF MUNSTER.
2991	1616 1		SERVICE PIPE LINE COMPANY	TOWN OF MUNSTER	RIGHT OF WAY/EASEMENT	11/20/1967				USA/Indiana/Lake T000 - R000: SEC 000 Metes & Bound: ADDITIONAL LAND FOR WIDENING OF COLUMBIA AVE, TOWN OF MUNSTER, IN. NO LEGAL DESCRIPTION.
2991	1616A		RAFF BERTHA L RAFF WILLIAM J REIMERS DAVID A	STANOLIND PIPE LINE COMPANY	RIGHT OF WAY/EASEMENT	08/01/1946				USA/Indiana/Lake T035 - R010: SEC 001 Metes & Bound: A STRIP OF LAND 50 FT WIDE ACROSS THE FOLLOWING DESCRIBED TRACTS: THE N/2 OF FRAC. SEC. 1; THE N/2 SW/4 OF FRAC. SEC. 1; S/2 SW/4 OF FRAC. SEC. 1, LYING WEST OF PUBLIC HWY KNOWN AS COLUMBIA HWY; N/2 N/2 SE/4 OF FRAC. SEC. 1, ALL BEING IN T35N, R10W, LAKE COUNTY, INDIANA.
2991	1617 1		STATE HIGHWAY COMMISSION OF INDIANA	STANOLIND PIPE LINE COMPANY	PERMIT	07/29/1946				USA/Indiana/Lake 02 T035N - R010W: SEC 001 Metes & Bound: S. OF CENTER OF SEC 1 T35N R10W LAKE COUNTY APPROX. 1 1/4 MILES N. OF JUNCTION 141 AND U.S. 30



Series #	Line #	Fee /Lease #	Original Grantor	Original Grantee	Agreement Type	Effective Date	Book	Page	Document #	Location/Legal Description
2991	1618		BANKERS TRUST COMPANY	SINCLAIR PIPE LINE COMPANY	RIGHT OF WAY/EASEMENT	02/01/1926				USA/Indiana/Lake T036 - R010: SEC 025 Metes & Bound: A STRIP OF LAND 8 1/4 FT WIDE ON EACH SIDE OF A LINE DESCRIBED AS FOLLOWS TO WIT BEGINNING AT A POINT IN THE N LINE OF TH ES 80 ACRES OF SEC 36 TWP 36 N RGE 10 W OF THE SECOND PRINCIPAL MERIDIAN 8 1/4 FT E. OF THE ELY LINE OF COLUMBIA AVE MEASURED ON SAID N. LINE THENCE NELY ON A LINE PARALLEL TO SAID COLUMBIA AVE TO THE EAST LINE OF SEC 25 TWP 36 N RGE 10 W OF THE SECOND PRINCIPAL MERIDIAN; SEC 036
2991	1619		BP PIPELINES (NORTH AMERICA) INC.	NIPSCO	FOREIGN LINE CROSSING	10/01/2018				USA/Indiana/Lake T036 - R009: SEC 030 Metes & Bound: ALL THAT PART OF SW/4 SW/4 SEC 30 T36N R9W LYING S. OF PCC AND ST L RR W/W
2991	1627		TOWN OF MUNSTER	BP PIPELINES (NORTH AMERICA) INC.	CATHODIC PROTECTION UNIT	06/03/2014				USA/Indiana/Lake 02 T036N - R009W: SEC 019 PART OF THE NE/4 SW/4, AND NW/4 SE/4 OF SEC. 19, T36N, R9W, LAKE COUNTY, INDIANA.
2991	1634 3 1634 5		AMOCO PIPELINE COMPANY	FRANK R. MARTIN COMPANY, INCORPORATED	PARTIAL RELEASE	05/13/1991				USA/Indiana/Lake 02 T036N - R009W: SEC 018 THAT PART OF THE SE/4 SEC. 18, T36N, R9W, 2ND P.M., LAKE COUNTY, INDIANA, LYING NORTH OF LITTLE CALUMET RIVER AND SOUTH OF RIVER DRIVE NORTH, LYING EAST OF A LINE PARALLEL TO AND 1439.46 FT. EAST OF THE WEST LINE OF THE SE/4 SEC., AND LYING WEST OF A LINE PARALLEL TO AND 686.25 FT. WEST OF THE EAST LINE OF SAID SE/4 SEC.. W2 SE4
2991	1634 3		AMOCO PIPELINE COMPANY	FRANK R. MARTIN COMPANY, INCORPORATED	PARTIAL RELEASE	05/15/1991				USA/Indiana/Lake 02 T036N - R009W: SEC 018 THAT PART OF THE SE/4 SEC. 18, T36N, R9W, 2ND P.M., LAKE COUNTY, INDIANA, LYING NORTH OF LITTLE CALUMET RIVER AND SOUTH OF RIVER DRIVE NORTH, LYING EAST OF A LINE PARALLEL TO AND 1439.46 FT. EAST OF THE WEST LINE OF THE SE/4 SEC., AND LYING WEST OF A LINE PARALLEL TO AND 686.25 FT. WEST OF THE EAST LINE OF SAID SE/4 SEC..



Series #	Line #	Fee /Lease #	Original Grantor	Original Grantee	Agreement Type	Effective Date	Book	Page	Document #	Location/Legal Description
2991	1636		STANOLIND PIPE LINE COMPANY	UNKNOWN OWNERS OF RECORD	PARTIAL RELEASE	12/15/1944				USA/Indiana/Lake T036 - R009: SEC 018 Metes & Bound: TRACT OF LAND CONTAINING ABOUT 6 ACRES LYING S. AND ALONG 25 AV AND E. AND ALONG COLUMBIA AV TO RIVER IN PART SE/4, W. 166.4 FT N. OF RIVER, SEC 18 T36N R9W
2991	1636		STOCKER JOSEF STOCKER ANNA F	STANOLIND PIPE LINE COMPANY	RIGHT OF WAY/EASEMENT	04/19/1986				USA/Indiana/Lake T036 - R009: SEC 018 Metes & Bound: TRACT OF LAND, BEING THE WEST 360.58 FT. OF THAT PART OF THE SE/4 SEC. 18, T36N, R9W, 2ND P.M., LYING NORTH OF THE NORTH THREAD OF THE LITTLE CALUMET RIVER (EXCEPTING THEREFROM LOTS NUMBERED 1 TO 19 INCLUSIVE, OF THE STOCKER ADDITION TO HAMMOND) .
2991	1638 1		BOARD OF PUBLIC WORKS AND SAFETY CITY OF HAMMOND	AMOCO OIL COMPANY	PERMIT	06/02/1986				USA/Indiana/Lake 02 T036N - R009W: SEC 018 SE4 City of Hammond, IN
2991	1657 1662 1666		STANDARD OIL COMPANY	SERVICE PIPE LINE COMPANY	LICENSE	05/16/1960				USA/Indiana/Lake T037N - R009W: SEC 018 T037N - R009W: SEC 019 T037N - R009W: SEC 030 T037N - R009W: SEC 031
2991	1662 1663		STANDARD OIL COMPANY	ALLBY ASPHALT AND REFINING CORPORATION	LICENSE	08/31/1954				USA/Indiana/Lake T037N - R009W: SEC 030 Metes & Bound: ON THE E 90 FT OF THE N2 NE4 OF Sec 30, AND THE W 50 FT OF THE E 90 FT OF THE S2 NE4 OF Sec 30
2991	1671	8583	AMOCO OIL COMPANY	AMOCO PIPELINE COMPANY	LICENSE	12/01/1982				USA/Indiana/Lake 02 T037N - R009W: SEC 020 NW4 T037N - R009W: SEC 019 NE4 T037N - R009W: SEC 018 SE4 All at the Whiting, Indiana Refinery

