

## DEED RECORD

shall be laid upon and subject to the same rights, privileges and conditions as herein provided in respect to said original line. Grantee agrees to pay to Grantor for each additional pipe line placed on said land by it the sum of one dollar per lineal rod at or before the time Grantee commences to lay each such additional pipe line upon, over or through said land.

Grantee shall make payment to Grantor of the further consideration of one dollar per lineal rod hereinabove referred to (a) at or before the commencement of the laying of the first pipe line on said land in the event such work is commenced within eighteen (18) months from the date hereof, or (b) within eighteen (18) months from the date hereof in the event the laying of the said first pipe line shall not then have been commenced, it is being agreed that such payment will serve to perpetuate this grant as an indefeasible easement and permit the future laying of the first pipe line by Grantee without payment of any additional consideration. It is understood that upon the failure to make payment of said sum as aforesaid this instrument shall be null and void and both Grantor and Grantee shall be released and discharged from all obligations and liabilities hereunder.

It is agreed that any payment hereafter required to be made hereunder may be made direct to Grantor, or in the event there is more than one Grantor, then to any one of them, or by depositing such payment to the credit of the Grantor, or any one of them in the event that there is more than one, in the Bank, of \_\_\_\_\_, and payment so made shall be deemed and considered as payment to Grantor, or in the event that there is more than one Grantor, then to all of them.

This instrument and the right-of-way easement and each and all of the rights, privileges and interests granted to and conferred upon Grantee may be transferred, conveyed or assigned by Grantee.

This instrument and each and all of its terms, conditions and provisions shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of Grantor and Grantee, respectively.

In Witness Whereof, Grantor has executed this instrument as of the 12 day of May, 1943

Signed and acknowledged in the presence of:

Paul W Houghtlin

Chancey F Rink (Seal)

John H. Luke (Seal)

Power of attorney April 6th 1942

The State of Indiana Elkhart County, ss: BE IT REMEMBERED, That on this 24th day of May, A. D., 1943, before me, the subscriber, a Notary Public in and for said County, personally came the above named John H. Luke Attorney in fact the Grantor in the above instrument, and acknowledged the signing of the same to be his voluntary act and deed for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal, on the day and year aforesaid.

My commission expires Sept. 11, 1945  
(NOTARY PUBLIC ELKHART COUNTY INDIANA SEAL)  
Recorded July 1, 1943 at 10AM

Roy Kenaga Notary Public  
(Designation of Title)  
Roy M. Amos Recorder

41744

See Assignment  
DR 192 - Page 143  
1-22-51

† RIGHT-OF-WAY

FOR AND CONSIDERATION of the sum of One Dollar (\$1.00), in hand paid to Nelson R Weaver and Amanda Weaver, his wife hereinafter called Grantor (whether one or more), the receipt of which is hereby acknowledged, and the further consideration of one dollar per lineal rod to be paid by SINCLAIR REFINING COMPANY, a Maine corporation, as hereinafter provided, Grantor does hereby grant, bargain, sell, and convey unto said SINCLAIR REFINING COMPANY, hereinafter called Grantee, its successors and assigns,--- a right-of-way easement to lay, maintain, inspect, operate, alter, repair, replace, remove and re-lay a pipe line for the transportation of crude petroleum, gas, the products or by-products of each thereof, water, and other substance of a like or different nature, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, over, through, upon, under and across the following described land situated in Jefferson Twp. Elkhart County, in the State of Indiana, to wit:

Tract of land containing 39.94 acres more or less being in the South West quarter of Sec-34 Twp 37 N Range 6 E as described in deed book 169 page 389 and also, insofar as and to the extent that Grantor has the right to do so, over, through, upon, under and across the lands, roads, streets, highways or other rights-of-way over, adjoining or appurtenant to the above described land, it being understood that whenever the term "said land" is hereinafter used it shall be deemed to include any such lands, roads, streets, highways or other rights-of-way;

Together with at all times all rights of ingress, egress, and regress, to, over, upon, through and from said land necessary or convenient for the full and complete use by Grantee of the said right-of-way easement and Grantor warrants that he is the owner of said land in fee simple and will promptly remove therefrom all liens and encumbrances affecting the rights granted hereunder. Grantor, however, is not to be excluded from enjoying and occupying said land in any way that will interfere with or prevent the use by Grantee of the said right-of-way easement and the exercise by Grantee of the rights and privileges granted or mentioned hereunder.

Grantee hereby agrees to pay any damages that may arise with respect to Grantor's crops, fences, or buildings occasioned by Grantee's operations hereunder. In the event Grantor and Grantee cannot agree upon the amount of said damages, then the amount shall be ascertained and determined by three (3) disinterested persons selected as follows: One by Grantor, one by Grantee, and the third by the two so selected, and the written award of a majority of said three persons so selected shall be final and conclusive on Grantor and Grantee.

Any pipe line or any underground conduit or cable for telephone, telegraph or electrical lines laid hereunder shall be buried below plow depth.

For an additional consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged by Grantor, Grantor does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, in the use of the right-of-way easement herein granted, a further right at any time, or from time to time, to lay, maintain, inspect, operate, alter, repair, replace,

remove and re-lay an additional pipe line or additional pipe lines alongside of the said original pipe line for the transportation of any of the products or substances hereinbefore described, over, through, upon, under and across said land, which said additional line or lines shall be laid upon and subject to the same rights, privileges and conditions as herein provided in respect to said original line. Grantee agrees to pay to Grantor for each additional pipe line placed on said land by it the sum of one dollar per lineal rod at or before the time Grantee commences to lay each such additional pipe line upon, over, or through said land.

Grantee shall make payment to Grantor of the further consideration of one dollar per lineal rod hereinabove referred to (a) at or before the commencement of the laying of the first pipe line on said land in the event such work is commenced within eighteen (18) months from the date hereof, or (b) within eighteen (18) months from the date hereof in the event the laying of said first pipe-line shall not then have been commenced, it is being agreed that such payment will serve to perpetuate this grant as an indefeasible easement and permit the future laying of the first pipe line by Grantee without payment of any additional consideration. It is understood that upon the failure to make payment of said sum aforesaid this instrument shall be null and void and both Grantor and Grantee shall be released and discharged from all obligations and liabilities hereunder.

It is agreed that any payment hereafter required to be made hereunder may be made direct to Grantor, or in the event there is more than one Grantor, then to any one of them, or by depositing such payment to the credit of the Grantor, or any one of them in the event that there is more than one, in the Bank, or \_\_\_\_\_, and payment so made shall be deemed and considered as payment to Grantor, or in the event that there is more than one Grantor, then to all of them.

This instrument and the right-of-way easement and each and all of the rights, privileges, and interests granted to and conferred upon Grantee may be transferred, conveyed or assigned by Grantee.

This instrument and each and all of its terms, conditions and provisions shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of Grantor and Grantee, respectively.

In Witness Whereof, Grantor has executed this instrument as of the 12 day of May, 1943

Signed and acknowledged in the presence of:

Revenue \$.55

Nelson Weaver (Seal)  
Amanda Weaver (Seal)

The State of Indiana Elkhart County, ss: BE IT REMEMBERED, That on this 27th day of May, A. D., 1943, before me, the subscriber, a Notary Public in and for said County, personally came the above named Nelson Weaver and Amanda Weaver the Grantor in the above instrument, and acknowledged the signing of the same to be their voluntary act and deed, for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal, on the day and year aforesaid.

My Commission expires Sept. 11, 1945  
(NOTARY PUBLIC ELKHART COUNTY INDIANA SEAL)  
Recorded July 1, 1943 at 10AM.

Roy Kenaga Notary Public  
(Designation of Title)  
Roy M. Amos, Recorder.

41745

See Assignment  
SR 192 - Page 142  
1-22-51

See Part release rec. SR 945 page 40

**+ RIGHT-OF-WAY**  
FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), in hand paid to John W. Steele and

Treva A. Steele, his wife hereinafter called Grantor (whether one or more), the receipt of which is hereby acknowledged, and the further consideration of One dollar per lineal rod to be paid by SINGLAIR REFINING COMPANY, a Maine corporation, as hereinafter provided; Grantor does hereby grant, bargain, sell and convey unto said SINGLAIR REFINING COMPANY, hereinafter called Grantee, its successors and assigns, --- a right-of-way easement to lay, maintain, inspect, operate, alter, repair, replace, remove and re-lay a pipe line for the transportation of crude petroleum, gas, the products or by-products of each thereof, water, and other substances of a like or different nature and such other equipment and appurtenances as may be necessary or convenient for such operations, over, through, upon, under and across the following described land situated in Jefferson Twp. Elkhart County, in the State of Indiana, to wit:-

Tract of land containing 160.93 acres more or less, being in the Northeast quarter of Section 33 Twp. 37 N., Range 6 E., as described in deed book 167, page 176.

Also tract of land containing 40 acres more or less, being the North half of the North half of the Southeast quarter of Section 33, Twp. 37 N., Range 6 E., as described in deed book 168 page 297.

and also, insofar as and to the extent that Grantor has the right to do so, over, through, upon under and across the lands roads, streets, highways or other rights-of-way over, adjoining or appurtenant to the above described land, it being understood that whenever the term "said land" is hereinafter used it shall be deemed to include any such lands, roads, streets, highways or other rights-of-way;

Together with at all times all rights of ingress, egress, and regress, to, over, upon, through and from said land necessary or convenient for the full and complete use by Grantee of the said right-of-way easement and Grantor warrants that he is the owner of said land in fee simple and will promptly remove therefrom all liens and encumbrances affecting the rights granted hereunder. Grantor, however, is not to be excluded from enjoying and occupying said land in any way that will not interfere with or prevent the use by Grantee of the said right-of-way easement and the exercise by Grantee of the rights and privileges granted or mentioned hereunder.

Grantee hereby agrees to pay any damages that may arise with respect to Grantor's crops, fences or buildings occasioned by Grantee's operations hereunder. In the event Grantor and Grantee cannot agree upon the amount of said damages, then the amount shall be ascertained and determined by three (3) disinterested persons selected as follows: One by Grantor, one by Grantee, and the third by the two so selected, and the written award of a majority of said three persons so selected shall be final and conclusive on Grantor and Grantee.

Any pipe line laid hereunder shall be buried below plow depth.