

**RIGHT-OF-WAY AND EASEMENT GRANT**

*Prepared by:*

Gregory A. Wheeler  
Vector Pipeline L.P.  
21 West Superior Street  
Duluth, Minnesota 55802

*Return to:*

Vector Pipeline L.P.  
16 W. Van Buren, Suite 304  
Joliet, IL 60432

98048216

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
98 JUN 26 AM 9:16  
MORRIS W. CARTER  
RECORDER

FOR RECORDER'S USE ONLY

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Board of County Commissioners of Lake County, Indiana, a corporation, whose mailing address is 2293 N. MAIN ST., CROWN POINT, IN. 46307, (hereinafter called "Grantor"), whether one or more, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to VECTOR PIPELINE L.P., a Delaware limited partnership, of 21 West Superior Street, Duluth, Minnesota 55802, its grantees, successors and assigns (hereinafter called "Grantee"), an exclusive right-of-way and perpetual easement to construct, operate, maintain, inspect (including aerial patrol), remove, abandon in place, replace and reconstruct a pipeline, together with valves, fittings, protective apparatus and all other equipment and appurtenances as may be convenient in connection therewith for the transportation of natural gas and associated by-products, crude petroleum, and any product, by-product and derivatives thereof, whether liquid or gaseous, or any material or substance which can be conveyed through a pipeline on, over, under and across a strip of land, as described in Exhibit A, which is attached hereto and incorporated herein (hereinafter referred to as the "Right-of-Way"), which the Grantor warrants that Grantor owns in fee simple, together with the right to clear and to keep cleared the Right-of-Way so as to prevent damage or interference with its efficient operation and patrol, and the right to install and operate a telecommunications system within the Right-of-Way. The Grantor further grants the Grantee the right of ingress and egress to and from the Right-of-Way for all purposes convenient or incidental to the exercise by the Grantee of the rights herein granted, together with the right to use such of Grantor's lands immediately adjacent to each side of the Right-of-Way as is reasonably required during construction.

The aforesaid rights and easement are granted as and from the date hereof, and shall be perpetual, on the following terms and conditions, which are hereby mutually covenanted and agreed to, by and between the Grantor and the Grantee.

**FIRST:** Grantor covenants with Grantee that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

**SECOND:** Prior to the installation of said pipeline, Grantee shall pay to Grantor additional consideration in that amount as set forth by agreement dated 6-17-98 by and between Grantee and Grantor and hereby incorporated herein. In the event Grantee does not make the aforesaid payment on or before December 31, 1999, then this Right-of-Way and Easement Grant shall terminate and Grantee shall, upon written request of the Grantor and upon receipt of any necessary governmental approvals, forthwith execute and deliver to the Grantor an instrument releasing and terminating all rights herein granted.

**THIRD:** The Grantee shall, at the time of construction, bury said pipeline at a sufficient depth through cultivated lands so that it will not interfere with ordinary annual crop cultivation, and also pay for damage to annual crops, fences, trees and other existing improvements which may arise from the exercise of the rights herein granted. Said damages, if not mutually agreed upon, shall be determined by three disinterested persons, one to be appointed by the Grantor, one by the Grantee, and the third by the two persons aforesaid; and the award of such three arbitrators, or any two of them in writing, shall be final. The cost of such arbitration shall be borne equally by the Grantor and the Grantee. Grantee shall have the right to clear and keep cleared all trees, undergrowth, and other obstructions from the herein granted Right-of-Way and after said pipeline has been installed Grantee shall not be liable for damages caused on the Right-of-Way by keeping said Right-of-Way clear of such trees, undergrowth and other obstructions, in the exercise of its rights herein granted.

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LW

ck # 01409 (7 pgs)

FOURTH: The Grantor shall not excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on, over, under or across the said Right-of-Way and easement any pit, well, foundation, pavement, road or other structure or installation without Grantee's prior written permission, but otherwise the Grantor shall have the right fully to use and enjoy said premises except as the same may be necessary, convenient or incidental to the purposes herein granted to the Grantee. Further, the Grantor shall not materially alter the grade of the Right-of-Way and easement without the express, prior written consent of the Grantee.

FIFTH: Grantee agrees to indemnify and hold Grantor harmless from any and all losses of or damages to property or injuries to or death of any person resulting from Grantee's activity on the Right-of-Way unless such loss, damage, injury or death results from the negligence or willful misconduct of Grantor, its agents, representatives, employees, contractors or invitees.

SIXTH: The Grantee shall have the right to assign and mortgage this agreement and the easement herein granted in whole or part as to all or any portion of the rights accruing hereunder, subject always to the terms hereof.

SEVENTH: This agreement, including all the covenants and conditions herein contained, shall be construed as creating a Right-of-Way and easement appurtenant to the property owned by the Grantor and shall extend to, be binding upon, and inure to the benefit of the heirs, executors, administrators, successors in title and assigns of the Grantor and the Grantee respectively.

EIGHTH: Grantor represents and warrants that its representative signing below is duly authorized to execute this instrument on behalf of the Grantor. Grantor further represents and warrants that it is a NON-PROFIT corporation, organized under the laws of the State of INDIANA, and whose Taxpayer Identification Number is 35-6000168.

Parties may execute separate original counterparts of this instrument and such execution shall have the same effect as if each party executed the same counterpart. All counterparts shall be construed together and shall constitute one instrument.

IN WITNESS WHEREOF, the Grantor has executed this document this 17<sup>th</sup> day of JUNE, 1998

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**GRANTOR:**

BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, INDIANA

BY: Francis D. Dwyer

TITLE: Chair Bd of Commissioners

BY: Henry Schenk

TITLE: \_\_\_\_\_

CORPORATE SEAL



**GRANTEE:**

VECTOR PIPELINE L.P.  
BY VECTOR PIPELINE, INC. AS GENERAL PARTNER

BY: Paula Rueter

NAME: PAULA RUETER

TITLE: Attorney-in-Fact

**CORPORATE ACKNOWLEDGEMENT**

STATE OF Indiana  
COUNTY OF Lake

ss.:

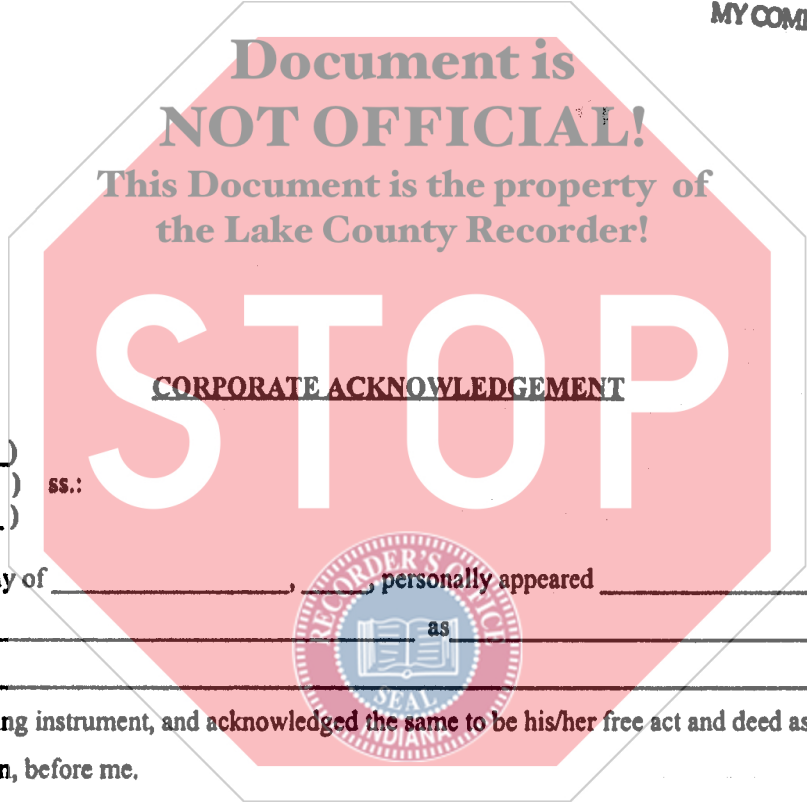
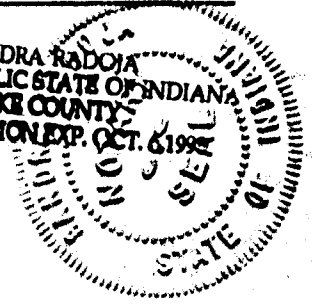
On this the 17 day of June, 1998, personally appeared Frances DuPey  
and Gerry Scheut, as Commissioners  
of Lake Co. Board of Commissioners

signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed as such officer and the free act and deed of said corporation, before me.

Sandra Radoja

Notary Public  
My Commission Expires:

SANDRA RADOJA  
NOTARY PUBLIC STATE OF INDIANA  
LAKE COUNTY  
MY COMMISSION EXP. OCT. 6, 1998



STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

ss.:

On this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared \_\_\_\_\_  
\_\_\_\_\_ as \_\_\_\_\_  
of \_\_\_\_\_

signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed as such officer and the free act and deed of said corporation, before me.

Notary Public  
My Commission Expires:



**EXHIBIT A**

A strip or parcel of land fifty feet in width (50') on, over and across a portion of the South 40 feet of the East 320 feet and the South 50 feet of the East 463.71 feet of the West 985.05 feet of the Southeast Quarter of the Northwest Quarter (SE/4 NW/4) of Section 19, Township 35 North, Range 7 West of the Second Principal Meridian, and also the South Half of the Southwest Quarter (S/2 SW/4) of Section 29, Township 35 North, Range 8 West of the Second Principal Meridian, EXCEPTING the Right of Way of the Gary & Southern Traction Company, all in Lake County, Indiana. The Right-of-Way and easement shall be located substantially as shown on Exhibit "B", a copy of which is attached hereto, with exact description to be determined by As-built Survey.

Said property more particularly described in that certain Warranty Deed, dated December 17, 1960, from Charles W. Gibson and Dorothy Gibson, to The Board of County Commissioners of Lake County, Indiana, and recorded in Deed Book 1165, Page 285, in the Recorders Office, Lake County, Indiana, and as described in that certain Warranty Deed, dated April 30, 1919, from Fred W. Struebig and Anna Struebig, to The Board of Commissioners of the County of Lake, in the State of Indiana, and recorded as Document No. 164935, in the Recorders Office, Lake County, Indiana, and as described in that certain Quit Claim Deed, dated April 20, 1988, from Jack D. Richardson, Stanley J. Rzepczynski, and Cherry F. Rzepczynski, to Lake County Board of Commissioners, and recorded as Document No. 973929, in the Recorders Office, Lake County, Indiana, and as described in that certain Trustee's Deed, dated April 24, 1974, from Mercantile National Bank of Indiana, as Trustee under Trust dated March 30, 1973, and known as Trust Number 3057, to The Board of Commissioners of the County of Lake, State of Indiana, and recorded as Document No. 256683, in the Recorders Office, Lake County, Indiana.

Also conveying a temporary construction easement sixty feet in width (60') adjacent and parallel to the above described permanent easement, except at road crossings, tile crossings or areas with unusual construction requirements where additional temporary work space may be utilized.

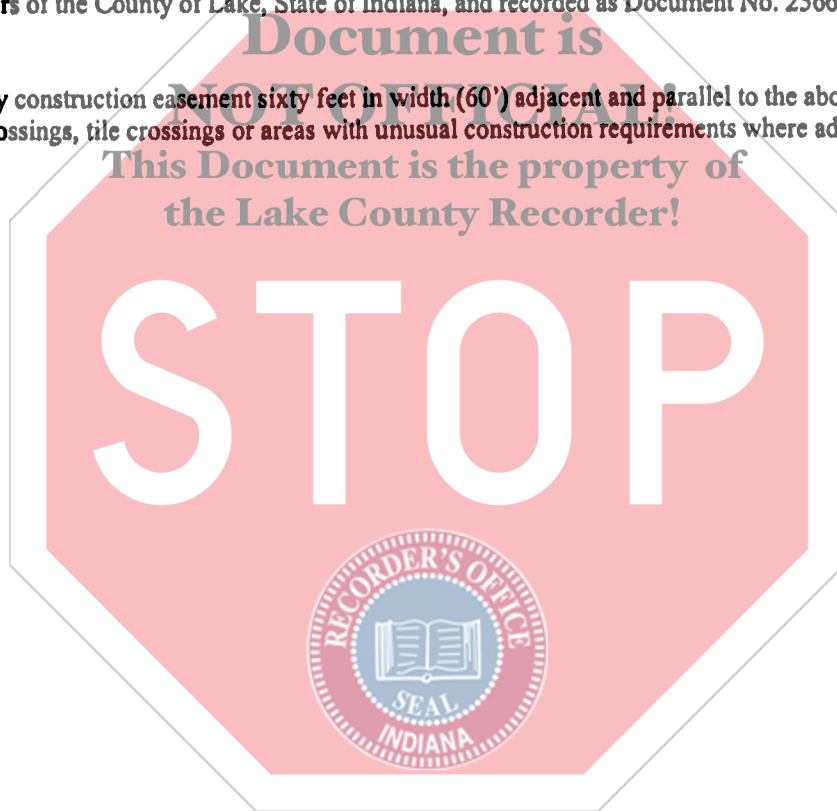




EXHIBIT B

SKETCH OF PROPOSED ROUTE

SECTION 29

TWP 35N

RANGE 8W



R/W NO. 02-02-079, 080, 081, 084, 146

PAGE 6 OF 7

Existing Pipeline  
Proposed Vector Pipeline



**EXHIBIT B**

**SKETCH OF PROPOSED ROUTE**

**SECTION 19      TWP 35N      RANGE 7W**

