

5

R/W No.: 02-02-077

RIGHT-OF-WAY AND EASEMENT GRANT

99067350

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

99 AUG 12 AM 8:58

MORRIS W. CARTER
RECORDER

Prepared by:

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

Return to:

Vector Pipeline
3033 W. Jefferson St., Ste. 204
Joliet, IL 60435

FOR RECORDER'S USE ONLY

Document is

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Mrs. Ardith Fitzpatrick and Mrs. Donna Bley, daughters of Thelma Becker. (an undivided 1/2 interest), whose mailing address is N. 6542 Shorewood Hills Rd., Lake Mills, WI 53551 (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 installation of said pipeline, Grantee shall pay to Grantor additional consideration in that amount as set forth by agreement dated December 4, 1998 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.

FILED

AUG 10 1999

ck. # 02673
17.00
E.P.

(5 pages)

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. This paragraph shall, however, be subject to provisions under Paragraphs 7 and 8.

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: Grantor reserves the right to construct streets, sidewalks and utilities across, but not along the Right-of-Way. Grantor must notify Grantee, in writing at least thirty (30) days in advance of any such construction. Said advance written notice shall include engineering plans for such construction. Grantee reserves the right to review said engineering plans and request any modifications to them that is in accordance with the then current industry acceptable, engineering standards necessary to protect the integrity of the pipeline facilities. Grantee's review of said engineering plans shall be completed in a timely manner and Grantee's approval for such construction shall not be unreasonably withheld.

EIGHTH: Notwithstanding the above, Grantor further reserves the right to construct an asphalt parking lot on top of said Right of Way provided Grantor notifies Grantee, in writing, at least thirty (30) days in advance of any such construction. Said advance written notice shall include engineering plans for such construction. Grantee reserves the right to review said engineering plans and request any modifications to them that is in accordance with the then current, industry acceptable, engineering standards necessary to protect the integrity of the pipeline facilities. Grantee's review of said engineering plans shall be completed in a timely manner and Grantee's approval for such construction shall not be unreasonably withheld. In the event that Grantor elects to construct a parking lot on the subject Right of Way, Grantor agrees to indemnify, defend, hold harmless and reimburse Grantee for any damages or injuries that arise out of Grantor's construction, maintenance, repair, replacement or utilization of said asphalt parking lot, including, but not limited to, damages to the pipeline. Grantor further agrees that Grantee shall not be responsible for repair of any asphalt paved parking lot across the Right of Way which may be damaged during construction, maintenance, repair, replacement or operation of the pipeline.

NINTH: In the event there are crops growing at the time of construction, Grantee shall pay to the Lessee (or Tenant) any damage payment for annual crops based on the then current commodity prices and the estimated yield.

TENTH: 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.

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 4th day of December, 1998.

GRANTOR:

Mrs. Ardith Fitzpatrick
MRS. ARDITH FITZPATRICK

MRS. DONNA BLEY

GRANTEE:

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

BY: Paula Bueter

NAME: PAULA BUETER

TITLE: ATTORNEY-IN-FACT

P.O. A. # 98-13560

CORPORATE ACKNOWLEDGEMENT

STATE OF Illinois
COUNTY OF Will) ss.:

On this the 4th day of August, 1999, personally appeared before me

Paula Rueter
acting in ~~her~~ capacity as Attorney-in-Fact of Vector Pipeline, Inc., as General Partner of Vector Pipeline, L.P., a Delaware limited partnership, signer of the foregoing instrument, and acknowledged the same to be ~~her~~ free act and deed as Attorney-in-Fact of such General Partner and the free act and deed of said partnership.

Marcie L. Foster

Document is
NOT OFFICIAL!
Notary Public
My Commission Expires:

This Document is the property of
the Lake County Recorder!

STOP

"OFFICIAL SEAL"
MARCIE L FOSTER
County of Will
Notary Public, State of Illinois
My Commission Expires 7/15/02



EXHIBIT A

VECTOR PIPELINE

TRACT NO. 02-02-077

TAX I.D. NO. _____

COUNTY LAKE

STATE INDIANA

PERMANENT EASEMENT AND RIGHT OF WAY

A 50 FEET WIDE PERMANENT EASEMENT AND RIGHT OF WAY, LOCATED ACROSS A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION 30, TOWNSHIP 35N, RANGE 8W OF THE SECOND PRINCIPAL MERIDIAN, LYING NORTHEASTERLY OF THE ERIE-LACKAWANNA RAILROAD RIGHT-OF-WAY IN LAKE COUNTY, INDIANA, AND BEING UPON, OVER, THROUGH, ACROSS A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO MRS. ARDITH FITZPATRICK AND MRS. DONNA BLEY, DAUGHTERS OF THELMA BECKER, (AN UNDIVIDED 1/2 INTEREST), AS DESCRIBED BY WARRANTY DEED DATED SEPTEMBER 14, 1978, AND RECORDED AS DOCUMENT 490778, AND ACROSS A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO LAKE COUNTY TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 2991, (AN UNDIVIDED 1/2 INTEREST), AS DESCRIBED BY ADMINISTRATRIX' DEED DATED MAY 30, 1980, AND RECORDED AS DOCUMENT 586133, OF THE OFFICE OF REGISTER OF DEEDS OF LAKE COUNTY, INDIANA, SAID PROPOSED PIPELINE BEING LOCATED 70 FEET SOUTHERLY OF THE CENTERLINE OF ANR PIPELINE COMPANY'S EXISTING 42 INCH PIPELINE SAID 50 FEET WIDE PERMANENT EASEMENT AND RIGHT OF WAY BEING SITUATED GENERALLY 35 FEET NORTHERLY OF AND 15 FEET SOUTHERLY OF THE CENTERLINE OF THE SAID PROPOSED PIPELINE.

CONTAINING _____ ACRES MORE OR LESS.

TEMPORARY WORKSPACE

BEING A 50 FEET WIDE STRIP OF LAND, PARALLEL WITH AND ADJACENT TO THE SOUTHERLY SIDE OF THE ABOVE DESCRIBED 50 FEET WIDE PERMANENT EASEMENT AND RIGHT OF WAY AND A 10 FEET WIDE STRIP OF LAND, PARALLEL WITH AND ADJACENT TO THE NORTHERLY SIDE OF THE ABOVE DESCRIBED 50 FEET WIDE PERMANENT EASEMENT AND RIGHT OF WAY, EXTENDING OR SHORTENING THE SIDE LINES OF THE TEMPORARY EASEMENTS, AT THE BEGINNING AND TERMINATION OF SAID PERMANENT EASEMENT LINES, TO INTERSECT WITH THE ABOVE REFERENCED PROPERTY LINES.

CONTAINING _____ ACRES MORE OR LESS.