

R/W No.: 02-02-063

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

Prepared by:

Paul Norgren  
Vector Pipeline L.P.  
21 West Superior Street  
Duluth, Minnesota 55802-2067

Return to:

Vector Pipeline L.P.  
3033 W. Jefferson St., Suite 204  
Joliet, IL 60435

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STATE OF IND.  
LAKE COUNTY  
FILED FOR REC.

**FILED**  
99 OCT 21 AM 8:46

OCT 20 1999  
RECORDER

**PETER BENJAMIN  
LAKE COUNTY AUDITOR**

FOR RECORDER'S USE ONLY

Document is

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, John Michael Vander Tuuk and Laurel Ann Vander Tuuk, husband and wife, whose mailing address is 5750 W. 67<sup>th</sup> Ave., Schererville, IN 46375, (hereinafter called "Grantor"), whether one or more, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby grant, convey, and warrant 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 conduct the following specific activities set forth in this agreement, including: construct, operate, maintain, clear, inspect and repair one pipeline, together with valves, fittings, protective apparatus, a pipeline communications system and such other equipment and appurtenances necessary in connection therewith for the effective, efficient, and safe transportation of natural gas and associated hydrocarbon by-products, and derivatives thereof, through a pipeline on, over, under and across the following specific areas: the strips of land specifically described in Exhibit A of this Right-of-Way and Easement Grant, as "Permanent Easement and Right-of-Way," "Temporary Workspace" and "Additional Temporary Workspace," which Exhibit A is attached hereto and incorporated herein by reference. The strips of land are hereinafter referred to as 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 necessary and incidental to the exercise by the Grantee of the specific activities authorized herein.

The aforesaid specific activities in and on the Right-of-Way are granted as and from the date hereof, and shall be 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 Grantor is the lawful fee simple owner of the Right-of-Way, and that Grantor has the right and authority to make this grant, and that Grantor 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 Sept 18, 1999 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, 2000, then the effectiveness of this Right-of-Way and Easement Grant shall automatically terminate and Grantee shall, upon written request of the Grantor, forthwith execute and deliver to the Grantor an instrument releasing and terminating all rights herein granted.~~

THIRD: Subject to the provisions hereof, the strip of land described in Exhibit "A" as "Permanent Easement And Right-of-Way" shall be an immediately effective, permanent and perpetual conveyance of a Right-of-Way and Easement upon and subject to the terms and provisions of this agreement.

FOURTH: Subject to the provisions hereof, the strips of land described in Exhibit "A" as "Temporary Workspace" and "Additional Temporary Workspace" constitute temporary easements and rights of way which shall expire in effectiveness upon the earlier of (i) the date the pipeline has been constructed and all necessary clean-up, site leveling and construction site work has been completed, and (ii) October 1, 2002.

FIFTH: No sale, conveyance, transfer or assignment, in whole or in part, of the Grantor's interest in the lands subject to the Right-of-Way shall be binding on Grantee until 30 days after Grantee has received written notice of such change and has been furnished with a true copy of the deed or other written instrument of transfer.

ck. #0395  
(4 pages)

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15.00  
E.P.  
03915

SIXTH: Any and all payments, notices or communications provided for herein may be served and shall be sufficient when served by depositing the same in the United States Post Office with postage fully prepaid, by certified mail, return receipt requested, addressed to Grantor at 5750 W. 67<sup>th</sup> Ave., Schererville, IN 46375 or at such other address as may be specified in writing by Grantor or Grantor's successors or assigns, from time to time, consistent with paragraph FIFTH of this agreement.

SEVENTH: 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. Grantee shall have the right to clear all trees, undergrowth, and other obstructions from the Right-of-Way and after said pipeline has been installed, Grantee shall not be liable for damages caused on the Permanent Easement and Right-of-Way by keeping it clear of such trees, undergrowth and other obstructions, in the exercise of Grantee's rights herein granted.

EIGHTH: With respect to the Permanent Right-of-Way and Easement, the Grantor shall not at any time excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on, over, under or across the said Permanent Right-of-Way and Easement any pit, well, foundation, pavement, road or other structure or installation without Grantee's prior written permission. Likewise, Grantor shall take no such actions in the Temporary Workspace or Additional Temporary Workspace until subsequent to the date determined consistent with paragraph FOURTH hereof. Otherwise the Grantor shall have the right fully to use and enjoy said Right-of-Way 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 Permanent Right-of-Way and Easement without the express, prior written consent of the Grantee.

NINTH: 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.

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

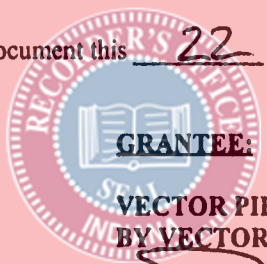
ELEVENTH: This agreement, including all the covenants and conditions herein contained, shall be binding upon, and inure to the benefit of the heirs, executors, administrators, successors in title and assigns of the Grantor and the Grantee respectively.

Multiple Grantors and Grantees may execute separate original counterparts of this agreement and such execution shall have the same effect as if each signatory executed the same counterpart. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, the Grantor has executed this document this 22 day of September, 1999

**GRANTOR:**

**GRANTEE:**



John Michael Vander Tuuk  
JOHN MICHAEL VANDER TUUK

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

Laurel Ann Vander Tuuk  
LAUREL ANN VANDER TUUK

BY: Paula Rueter

NAME: PAULA RUETER  
ATTORNEY-IN-FACT

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

P.O.A. #98-13560

**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF Indiana  
COUNTY OF Lake ) ss.:

On this the 22 day of Sept., 99, personally appeared before me John Michael  
and Laurel Ann Vander Truck

signer(s) of the foregoing instrument, and acknowledged the same to be his/her/their free act and deed.

Marcie E. Foster

**NOT OFFICIAL!**

Notary Public

My Commission Expires:

8-5-2001

This Document is the property of  
the Lake County Recorder!

**STOP**

**CORPORATE ACKNOWLEDGEMENT**

STATE OF Illinois  
COUNTY OF Will ) ss.:

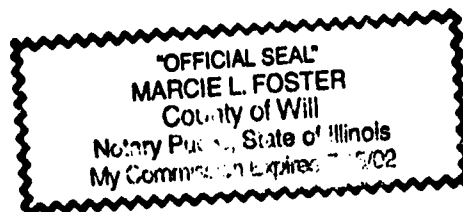
On this the 27<sup>th</sup> day of September, 1999, personally appeared before me  
Paula Ruetter

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

Notary Public

My Commission Expires:



**EXHIBIT A**

**Attached To and Made a Part Of That Certain Right-of-Way and Easement Grant  
Executed By John Michael Vander Tuuk and Laurel Ann Vander Tuuk, husband and wife**

**In Favor of Vector Pipeline, L.P. and  
Dated September 22, 1999**

**VECTOR PIPELINE**

TRACT NO. 02-02-063

TAX I.D. NO. 310-52-3568

COUNTY LAKE

STATE INDIANA

**PERMANENT EASEMENT AND RIGHT OF WAY**

A 50 FEET WIDE PERMANENT EASEMENT AND RIGHT OF WAY BEING UPON, OVER, THROUGH, ACROSS A PORTION OF THE FOLLOWING DESCRIBED LANDS: SAID LANDS BEING LOCATED ACROSS A PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (N/2 NE/4 NE/4) OF SECTION 36, TOWNSHIP 35N, RANGE 9W OF THE SECOND PRINCIPAL MERIDIAN, OF LAKE COUNTY, INDIANA, AND BEING UPON, OVER, THROUGH, ACROSS A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO JOHN MICHAEL VANDER TUUK AND LAUREL ANN VANDER TUUK, HUSBAND AND WIFE, AS DESCRIBED BY INSTRUMENT RECORDED AS DOCUMENT 452045, OF THE OFFICE OF REGISTER OF DEEDS OF LAKE COUNTY, INDIANA. THE BASELINE OF SAID EASEMENT AND RIGHT OF WAY BEING LOCATED 70 FEET NORTHERLY OF THE CENTERLINE OF ANR PIPELINE COMPANY'S EXISTING 22 INCH PIPELINE. SAID 50 FEET WIDE PERMANENT EASEMENT AND RIGHT OF WAY BEING GENERALLY 35 FEET SOUTHERLY OF AND 15 FEET NORTHERLY OF SAID BASELINE.

CONTAINING .17 ACRES MORE OR LESS.

**TEMPORARY WORKSPACE**

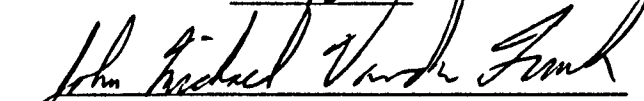
BEING A 50 FEET WIDE STRIP OF LAND, PARALLEL WITH AND ADJACENT TO THE NORTHERLY SIDE OF THE ABOVE DESCRIBED 50 FEET WIDE PERMANENT EASEMENT AND RIGHT OF WAY, AND A 10 FEET WIDE STRIP OF LAND, PARALLEL WITH AND ADJACENT TO THE SOUTHERLY SIDE OF SAID PERMANENT EASEMENT AND RIGHT OF WAY, EXTENDING OR SHORTENING 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 .24 ACRES MORE OR LESS.

**ADDITIONAL TEMPORARY**

BEING A 50 FEET WIDE STRIP OF LAND, PARALLEL WITH AND ADJACENT TO THE NORTHERLY SIDE OF THE ABOVE DESCRIBED 50 FEET WIDE TEMPORARY WORKSPACE, AND EXTENDING 75 FEET MORE OR LESS WESTERLY OF THE SOUTHWESTERLY PROPERTY LINE OF THE ABANDONED RAILROAD AND ABUTTING CLARK STREET.

CONTAINING .48 ACRES MORE OR LESS.

  
JOHN MICHAEL VANDER TUUK

  
LAUREL ANN VANDER TUUK