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R/W No.: 02-02-169.015, 169.020

STATE OF INDIANA  
LAKE COUNTY  
FILED

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

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Prepared by:

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

**FILED**

MAR 21 2000

PETER BENJAMIN

LAKE COUNTY AUDITOR FOR RECORDER'S USE ONLY

Return to:

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

Document is

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Mark L. Mays and Michelle A. Mays, husband and wife, whose mailing address is 7280 Randolph St., Hobart, IN 46342, (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: 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.

THIRD: 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.

FOURTH: 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.

FIFTH: 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 7280 Randolph St., Hobart, IN 46342 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 FOURTH of this agreement.

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Amended 2-28-2000

SIXTH: 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.

SEVENTH: 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 THIRD 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.

EIGHTH: 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.

NINTH: 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.

TENTH: 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.

ELEVENTH: Grantee shall cause no above-ground appurtenances to be constructed on this easement, with the exception of cathodic test leads, pipeline markers and vent pipes for cased railroads and road crossings, which will be placed in fence lines or road right-of-way lines on the above-described land.

TWELFTH: Grantee agrees to repair damages, if any, to Grantor's septic system and/or well caused by Grantee's construction operations hereunder.

THIRTEENTH: Grantee will use methods to control, as much as practicable, dust from the Right-of-Way near the Grantor's home.

FOURTEENTH: Grantee prior to construction shall have the Grantor's foundation to their home inspected and shall provide to Grantor a copy of their findings. Upon completion of the project Grantee shall implement a post-construction inspection of the foundation. Grantee agrees that, damages, if any, to the foundation will be the responsibility of the Grantee based upon the inspection reports.

FIFTEENTH: Grantee agrees to install temporary fencing during pipeline construction on both sides of the pipeline construction area. Grantee agrees to accept responsibility for the maintenance and removal of the fence after the completion of the pipeline construction. Temporary Fencing should be safety fencing, as the landowner has small children.

SIXTEENTH: Following the construction of the pipeline Grantee shall re-seed the construction area with a mutually agreed upon lawn seed mixture.

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 13<sup>th</sup> day of MARCH, 2000.

**GRANTOR:**

Mark L Mays  
MARK L. MAYS

Michelle A Mays  
MICHELLE A. MAYS

**GRANTEE:**

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

BY: Julie Rasmussen

NAME: Julie Rasmussen

TITLE: Authorized Agent

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**NOT OFFICIAL!**  
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Indiana  
COUNTY OF Lake

ss.: **This Document is the property of  
the Lake County Recorder!**

On this the 13<sup>th</sup> day of MARCH, 2000, personally appeared before me MARK L. MAYS & Michelle A Mays Husband and Wife signer(s) of the foregoing instrument, and acknowledged the same to be his/her/their free act and deed.

Notary Public Seal  
**JERON C. HANSON**

Notary Public for Porter County, IN  
My Commission Expires: Dec. 2, 2007  
Acting in Lake Co., Indiana

Jeron C. Hanson  
Notary Public  
My Commission Expires:



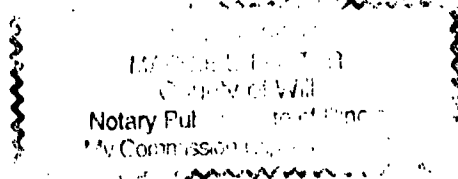
CORPORATE ACKNOWLEDGEMENT

STATE OF Illinois  
COUNTY OF Will

ss.:

On this the 15<sup>th</sup> day of March, 2000, personally appeared Julie Rasmussen as Authorized Agent of Vector Pipeline L.P., signer and sealer of the foregoing instrument, and acknowledged the same to be her free act and deed as such officer and the free act and deed of said corporation, before me.

Marcie L. Foster  
Notary Public  
My Commission Expires:



VECTOR PIPELINE  
UEI JOB NO. 3179  
TRACT NO. 02-02-169.015 & 169.020  
LAKE COUNTY, INDIANA

DESCRIPTION OF A FIFTY (50) FEET WIDE  
PERMANENT EASEMENT AND RIGHT OF WAY

DESCRIPTION OF A FIFTY (50) FEET WIDE PERMANENT EASEMENT AND RIGHT OF WAY, LOCATED IN SECTION 17, TOWNSHIP 35 NORTH, RANGE 7 WEST, LAKE COUNTY, INDIANA AND BEING UPON, OVER, THROUGH AND ACROSS A PORTION LOT 42 OF NORTH MILL SUBDIVISION, AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 49 PAGE 2 OF THE PLAT RECORDS OF LAKE COUNTY, INDIANA AND THAT CERTAIN TRACT OF LAND CONVEYED TO MARK L. MAYS, ET UX, AS DESCRIBED BY INSTRUMENT RECORDED UNDER DOCUMENT NO. 114941 & 890081 OF THE OFFICE OF THE REGISTER OF DEEDS OF LAKE COUNTY, INDIANA, (REFERRED HEREINAFTER TO AS THE "ABOVE REFERENCED TRACT OF LAND"), SAID FIFTY (50) FEET WIDE PERMANENT EASEMENT AND RIGHT OF WAY BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a concrete monument found marking the northeast corner of said Section 17;

**THENCE** South  $00^{\circ} 00' 30''$  East, along the east line of said Section 17, a distance of 2188.12 feet to a point;

**THENCE** South  $89^{\circ} 58' 28''$  West, a distance of 638.32 feet to the northwest corner of said Lot 42;

**THENCE** South  $07^{\circ} 16' 57''$  West, along the west line of said Lot 42, a distance of 10.08 feet to the **POINT OF BEGINNING** and the northwest corner of the herein described fifty (50) feet wide Permanent Easement and Right of Way;

**THENCE** continuing South  $07^{\circ} 16' 57''$  East, along the said west line of Lot 42, a distance of 50.41 feet to the southwest corner of the herein described Permanent Easement and Right of Way;

**THENCE** North  $89^{\circ} 58' 28''$  East, a distance of 313.13 feet to an angle point of the south line of the herein described Permanent Easement and Right of Way;

**THENCE** South  $87^{\circ} 40' 20''$  East, a distance of 293.02 feet to a point in the west right of way line of Randolph Street, said point being the southeast corner of the herein described Permanent Easement and Right of Way;

**THENCE** North 00° 05' 32" West, along said west right of way line, a distance of 50.04 feet to the northeast corner of the herein described Permanent Easement and Right of Way;

**THENCE** North 87° 40' 20" West, a distance of 292.17 feet to an angle point of the north line of the herein described Permanent Easement and Right of Way;

**THENCE** South 89° 58' 28" West, a distance of 307.75 feet to the Point of Beginning of the herein described Permanent Easement and Right of Way containing 0.69 acre, more or less.

**TEMPORARY WORK SPACE**

Being a fifty (50) feet wide strip of land, adjacent to and parallel with the southerly side of the above described fifty (50) feet wide Permanent Easement and Right of Way save and except a portion thereof, said portion beginning at the east line of the above referenced tract of land and extending along the southerly line of the said fifty (50) feet wide Temporary Work Space, in a westerly direction, a distance of 240 feet, said 240 feet portion shall be reduced to a width of forty-eight (48) feet and a ten (10) feet wide strip of land adjacent to and parallel with the northerly side of the said Permanent Easement and Right of Way, beginning at a point 292 feet easterly of the west line of the above referenced tract of land and extending easterly to the east line of the above referenced tract of land, extending or shortening, the side lines of the Temporary Work Spaces, at the beginning and termination of the said Permanent Easement and Right of Way lines, to intersect with the property lines of the above referenced tract of land and containing a total of 0.76 acre, more or less.

**ADDITIONAL TEMPORARY WORK SPACE**

Being an irregular shaped tract of land adjacent to and parallel with the southerly side of the above described fifty (50) feet wide Temporary Work Space beginning at the southwest corner of lot 44 of said subdivision, thence southeasterly along the south line of said lot 44 a distance of 31 feet to a point, thence in a northeasterly direction, a distance of 160 feet to a point in the southerly line of the said fifty (50) feet wide Temporary Work Space, thence westerly along the said southerly line of the Temporary Work Space, a distance of 120 feet, to the west line of lot 42, thence southerly along the said west line to the Point of Beginning and a fifty (50) feet wide strip of land, adjacent to and parallel with the southerly side of the above described fifty (50) feet wide Temporary Work Space, extending a distance of 125 feet in a westerly direction, from a point 240 feet westerly of the west right of way line of Randolph Street Road and containing a total of 0.37 acre, more or less.

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MLM