

STATE OF INDIANA
LAKE COUNTY
FILED

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R/W No.: 02-02-180

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

Prepared by:

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

FILED

MAR 22 2000

**PETER BENJAMIN
LAKE COUNTY AUDITOR**

Return to:

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

FOR RECORDER'S USE ONLY

Document is

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LAKE COUNTY RECORDER

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Lake County Trust Company, as Trustee under Trust Number 4322, dated June 19, 1992, an Indiana corporation, whose mailing address is 2200 N. Main St., Crown Point, IN 46307, (hereinafter called "Grantor"), whether one or more, for and in consideration of Twenty Thousand Dollars (\$20,000.00) 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: 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 2200 N. Main St., Crown Point, IN 46307 or at such other address as may be specified in writing by Grantor or Grantor's successors or assigns, from time to time.

FIFTH: 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

(7 pages)

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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.

SIXTH: 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.

SEVENTH: 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. Further, Grantee shall indemnify and hold Grantor harmless from any and all claims, damages, actions, monetary recoveries or losses emanating from mechanic liens filed by any party with whom they are contracting, including service personnel, and shall secure a waiver of mechanic's liens in statutory form as acceptable to Grantor.

EIGHTH: 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.

NINTH: Notwithstanding anything contained herein to the contrary, Vector Pipeline Company acknowledges that it is aware of the fact that ownership has negotiated a similar contract with ANR Pipeline Company, which ownership believes will not interfere with the existing contract.

Vector Pipeline Company hereby agrees that the ANR Pipeline Company contract will not interfere with this transaction.

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: Grantor represents and warrants that the individual signing below is authorized to execute this instrument on behalf of Lake County Trust Company, a corporation, in its capacity as the Trustee of Trust No. 4322, dated June 19, 1992. The Grantor further represents and warrants that the Trust's Tax Identification Number and principal beneficiary, Dr. Daniel Thomas, is _____

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 3rd day of January, 2000.

GRANTOR:

LAKE COUNTY TRUST COMPANY, AS TRUSTEE
UNDER TRUST NUMBER 4322, DATED JUNE 19, 1992

BY: SEE SIGNATURE PAGE ATTACHED

ITS: _____

BY: _____

ITS: _____

CORPORATE SEAL

GRANTEE:

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

BY: Julie Rasmussen

NAME: Julie Rasmussen

TITLE: Authorized Agent

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

The information contained in this instrument has been furnished the undersigned by the beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned, in its individual capacity for the truth or accuracy of the facts herein stated.

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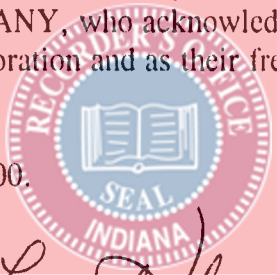
IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and attested by its Assistant Secretary this 3rd day of January, 2000.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated June 19, 1992, and known as Trust No. 4322.

Document is
By: Elaine M. Sievers
Elaine M. Sievers, Trust Officer

This Document is the property of
the Lake County Recorder!

STOP



ATTEST:

BY: Judy Griesel
Judy Griesel, Assistant Secretary

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Officers of LAKE COUNTY TRUST COMPANY, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said Corporation and as their free and voluntary act, acting for such Corporation, as Trustee.

Witness my hand and seal this 3rd day of January, 2000.

Laura T. Kleven
Laura T. Kleven - Notary Public

My Commission Expires: 5-8-2000

Resident Lake County, Indiana

(Page 2 of 2 pages of Trustee's Signature Pages)

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CORPORATE ACKNOWLEDGEMENT

STATE OF Illinois
COUNTY OF Will) ss.:

On this the 15th day of January, 2000, personally appeared before me,

Julie Rasmussen

acting in ~~her~~ her capacity as Authorized Agent 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~~ her free act and deed as Authorized Agent of such General Partner and the free act and deed of said partnership.

Marcie L. Foster

Notary Public
My Commission Expires:

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the Lake County Recorder!

STOP

OFFICIAL SEAL
MARCIE L. FOSTER
County of Will
Notary Public, State of Illinois
Commission Expires



VECTOR PIPELINE
UEI JOB NO. 3179
TRACT NO. 02-02-180
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 SECTIONS 9 & 16, TOWNSHIP 35 NORTH, RANGE 7 WEST, LAKE COUNTY, INDIANA AND BEING UPON, OVER, THROUGH AND ACROSS A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO LAKE COUNTY TRUST COMPANY, AS DESCRIBED BY INSTRUMENT RECORDED UNDER DOCUMENT NO. 92056203 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 SITUATED 35 FEET NORTHWESTERLY OF AND 15 FEET SOUTHEASTERLY OF THE HEREIN DESCRIBED BASELINE, SAID BASELINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a concrete monument found for the southwest corner of said Section 9;

THENCE North $89^{\circ} 46' 12''$ East, along the south line of said Section 9, a distance of 2654.28 feet to a point in the most westerly northwest line of the above referenced tract of land;

THENCE South $15^{\circ} 58' 00''$ West, along the said most westerly northwest line of the above referenced tract of land, a distance of 47.50 feet to the most west corner of the above referenced tract of land;

THENCE South $74^{\circ} 57' 00''$ East, along the upper interior southwesterly line of the above referenced tract of land, a distance of 71.02 feet to a point being the **POINT OF BEGINNING** of the herein described baseline;

THENCE North $45^{\circ} 45' 01''$ East, a distance of 154.46 feet to an angle point of the herein described baseline, being 105 feet southeasterly of, at right angles to an existing ANR Pipeline Company pipeline;

THENCE North $53^{\circ} 33' 06''$ East, along a line 105 feet southeasterly of and parallel with said existing pipeline, a distance of 618.28 feet to a point in the lower north line of the above referenced tract of land, being the **POINT OF TERMINATION** of the herein described baseline, from which a 1-inch iron rod found marking the southeast corner of the southwest 1/4 of the southeast 1/4 of said Section 9 bears, South $89^{\circ} 27' 00''$ East, a distance of 611.55 feet and South $00^{\circ} 03' 32''$ East, a distance of 400.00 feet, said baseline having a total length of 772.74 feet or 46.83 rods, said Permanent Easement and Right of Way containing 0.88 acre, more or less.

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TEMPORARY WORK SPACE

Being a fifty (50) feet wide strip of land, parallel with and adjacent to the southeasterly side of the above described fifty (50) feet wide Permanent Easement and Right of Way, and a ten (10) feet wide strip of land adjacent to and parallel with the north side of the said Permanent Easement and Right of Way, 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 1.09 acres, more or less.

REVISED 03/08/2000
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