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R/W No: N-528-4EN

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

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MORRIS V. GUNTER
RECORDER

Return To:

Lakehead Pipe Line Co.
Lake Superior Place
21 West Superior Street
Duluth, MN 55802-2067

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Joseph K. Beckman, (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 LAKEHEAD PIPE LINE COMPANY, LIMITED PARTNERSHIP, 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 an existing and an additional underground pipeline, together with valves, fittings, protective apparatus and all other equipment and appurtenances as may be convenient in connection therewith for the transportation of crude petroleum, and any product, by-product and derivatives thereof, whether liquid or gaseous, or any material or substance which can be conveyed through said pipeline(s) 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. 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: The Grantee shall, at the time of construction, bury said pipeline(s) 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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THIRD: 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, 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. Grantor may specifically pave over Right-of-Way area and Grantee shall replace any pavement disturbed in the course of initial construction or any future repairs, replacement, or removal of the pipelines to as good or better condition as immediately preceding any such initial construction or future activity. Said paved area may be used for parking or material storage. Additionally, the covenants as contained with a certain Letter of Intent between Grantor and Grantee dated the 12th day of May, 2000 are incorporated by reference and shall pertain to any activity during initial construction and any later construction and/or repair activities at the site.

FOURTH: 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.

FIFTH: 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.

SIXTH: This agreement, including all the covenants and conditions herein contained, shall be construed as creating a Right-of-Way and easement appurtenant to 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.

IN WITNESS WHEREOF, the Grantor has executed this document this 12th day of May, 2000.

GRANTOR:

Joseph K. Beckman

Joseph K Beckman

GRANTEE:

**LAKEHEAD PIPE LINE COMPANY,
LIMITED PARTNERSHIP
BY: LAKEHEAD PIPE LINE COMPANY, INC.,
AS GENERAL PARTNER**

By: Paul W Norgren
Name: Paul W Norgren
Title: Supervisor, Right of way
Attorney in Fact, ment
Attest: D. S. D
Name: Donald S. Demich
Title: Project Manager

ACKNOWLEDGMENT

STATE OF Indiana
COUNTY OF Lake } ss

The foregoing instrument was acknowledged before me this 12th day of May, 2000,
by JOSEPH K. BECKMAN, on behalf of _____

My Commission Expires:
February 16, 2007

Meredith A. Beamer
Notary Public

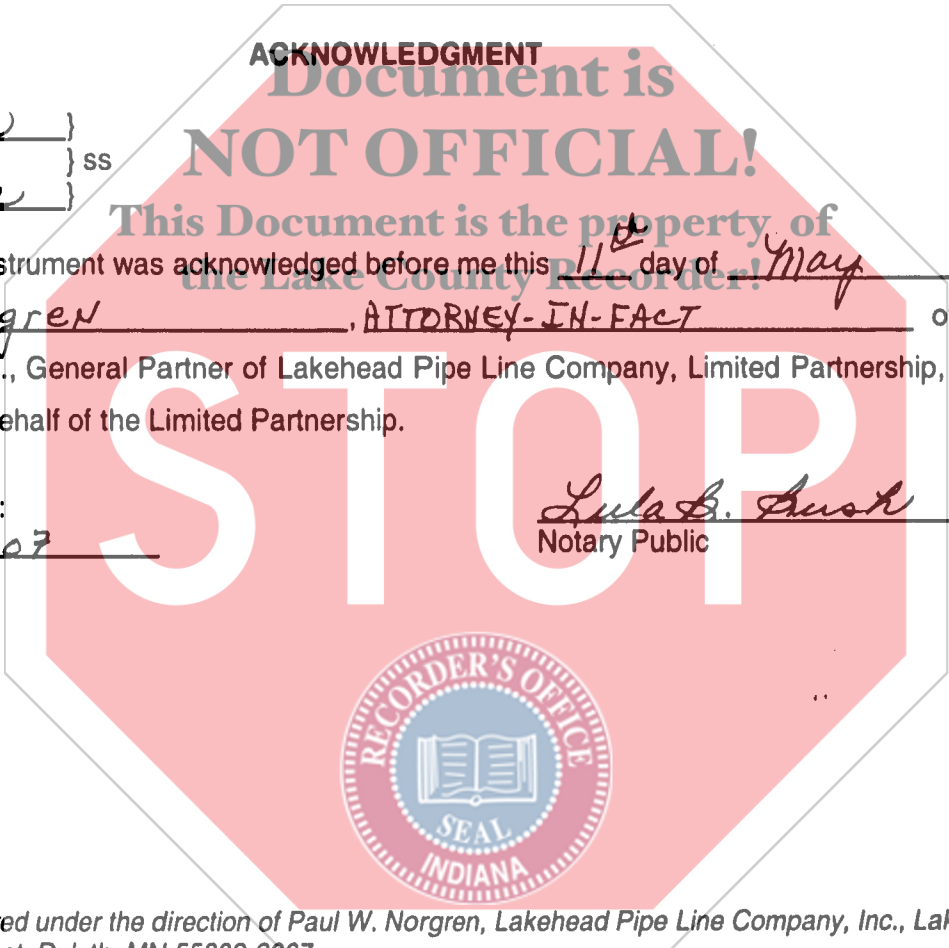
ACKNOWLEDGMENT

STATE OF Indiana
COUNTY OF Lake } ss

The foregoing instrument was acknowledged before me this 11th day of May, 2000
by PAUL W. NORGREN, ATTORNEY-IN-FACT of Lakehead
Pipe Line Company, Inc., General Partner of Lakehead Pipe Line Company, Limited Partnership, a Delaware
limited partnership, on behalf of the Limited Partnership.

My Commission Expires:
February 16, 2007

Lula B. Bush
Notary Public



This document was prepared under the direction of Paul W. Norgren, Lakehead Pipe Line Company, Inc., Lake Superior Place, 21 W. Superior Street, Duluth, MN 55802-2067

EXHIBIT A

Attached hereto and made a part thereof that certain Right-of-Way and Easement Grant between Joseph K. Beckman, (Grantor) and Lakehead Pipe Line Company, Limited Partnership, a Delaware limited partnership (Grantee)

PROPERTY LEGAL DESCRIPTION

Lots 1 thru 11, both inclusive, and that part of the vacated alley lying between Lots 1, 2 and 3 described as follows: Beginning at the Northwest corner of Lot 1, Block 5, in the Original Town of Dyer; thence South along the West line of Lots 1 and 2 in said Block 5 to the Southwest corner of said Lot 2; thence West, parallel to the North line of said Block 5, to the East line of Lot 3 in said Block 5; thence North along said East line to the Northeast corner of said Lot 3; thence East to the point of beginning.

Also, that part of the vacated alley lying between Lots 9, 10 and 11, in said Block 5, bounded on the North by the South right of way line of vacated Indiana Street and to the South by the South line of Lot 11 extended East to the East line of said alley; and also including all of vacated Indiana Street lying East of the East right of way line of Lake Street, and West of the West right of way line of Hart Street, all lying and being in Block 5 in the Original Town of Dyer, as per plat thereof, recorded in Miscellaneous Record "A" page 251, in the Office of the Recorder of Lake County, Indiana.

RIGHT-OF-WAY DESCRIPTION ACROSS ABOVE-DESCRIBED PROPERTY

A 25 foot wide strip of land lying parallel to and adjoining the South line of the Elgin, Joliet and Eastern Railway Company property, said EJ&E property being described as lots 15 thru 22 and Lot 24 of the original Town of Dyer, per plat recorded in Miscellaneous Book "A" at Page 251, Lake County Records, and lying east of the east line of Lake Street and west of the west line of Hart Street, in the Town of Dyer, State of Indiana.

