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EASEMENT GRANT

02-02-105, 106, 107, 108, 109

Prepared by:

Paul Norgren

Vector Pipeline L.P.

21 West Superior Street

Duluth, Minnesota 55802-2067

Return to:

Vector Pipeline L.P.

3033 West Jefferson St., Suite 204

Joliet, IL 60435

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KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Lake County Trust Company, not in its individual capacity but solely, as Trustee under the provisions of a Trust Agreement dated the 24th day of August, 1973, and known as Trust Number 2021, a corporation, whose mailing address is 2200 North Main, Crown Point, IN 46307, (hereinafter called "Grantor"), 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, 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"), a non-exclusive and perpetual easement to conduct the following specific activities only: construct, operate, maintain, clear, inspect and repair one underground 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, thereof, through one underground pipeline within that strip of land ("Permanent Easement") specifically described in Exhibit A of this Easement Grant, and designated as "Permanent Easement" which Exhibit A is attached hereto and incorporated herein by reference. The Grantor does hereby grant to Grantee a non-exclusive temporary construction easement to conduct the following specific activities only in connection with the initial construction of the underground pipeline located within the Permanent Easement, including ingress and egress of equipment and vehicles for excavation, storage of earth and other materials thereon, for surveying and other reasonable uses that are reasonably necessary in connection with the construction of the one underground pipeline within those strips of land specifically described in Exhibit A and designated "Temporary Work Space" ("Temporary Work Space") and Additional Temporary Work Space ("Additional Temporary Work Space"). The Permanent Easement, the Temporary Work Space and the Additional Temporary Work Space are hereinafter collectively referred to as the "Easement Areas". The Grantor further grants the Grantee the right of reasonable ingress and egress to and from the Easement Areas for

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all purposes reasonably necessary and incidental to the exercise by the Grantee of the specific activities authorized herein. The Easement Areas granted hereby are subject to existing rights of way for highways, roads, railroads, drainage utilities, laterals, ditches, drain tiles, or other transmission lines and telephone lines previously granted within or across any part of the Easement Areas, if any.

The Easement Areas are granted as and from the date hereof, and shall be on the following terms and conditions, which are mutually 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 Easement Area, and that Grantor has the right and authority to make this grant.

SECOND: Subject to the provisions hereof, Permanent Easement shall be an immediately effective, non-exclusive permanent and perpetual grant of the Permanent Easement upon and subject to the terms and provisions contained herein.

THIRD: The Temporary Work Space and Additional Temporary Work Space constitute temporary easements only which shall expire, without further act or deed of Grantor or Grantee, upon the earlier of (i) the date of the one underground pipeline has been constructed and all necessary clean-up, site leveling and construction site work has been completed, and (ii) October 1, 2002. On the expiration of such Temporary Easements, the rights and privileges granted to the Grantee herein shall cease and terminate with respect to the Temporary Work Space and Additional Temporary Work Space.

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, (i) addressed to Grantor at 1117 North Main, 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, and (ii) addressed to Grantee at 21 West Superior Street, Duluth, Minnesota 55802-2067, or at such other address as may be specified in writing by Grantee or Grantee's successors or assigns, from time to time.

FIFTH: At the time of initial construction i) The underground pipeline shall be in compliance with the requirements of Class 2 pipe as set forth in the Department Of Transportation Minimum Federal Safety Standards, 49CFR192, and at all times thereafter the underground pipeline shall be in compliance with the Department Of Transportation Minimum Federal Safety Standards, 49CFR192, ii) Grantee shall bury said underground pipeline at a depth of not less than forty eight inches (48") of continuous earth cover below the existing grade so that it will not interfere with ordinary annual crop cultivation, or existing drainage. Grantee shall pay for all damage to annual crops, fences, trees and other existing improvements and to repair and to reconnect any

field tiles damaged or interrupted as a result of the exercise of the rights herein granted. Grantee shall have the right to clear all trees, undergrowth, and other obstructions from the Permanent Easement and after said pipeline has been installed, Grantee shall not be liable for damages caused on the Permanent Easement by keeping it clear of such trees, undergrowth and other obstructions, in the exercise of Grantee's rights herein granted, except as otherwise provided herein

SIXTH: Grantee agrees that following the completion of the construction of the underground pipeline, Grantee shall provide to Grantor a copy of the standard project issued "as-built" of the Grantor's land. Said "As-builts" will include at a minimum the plan showing the actual location of the underground pipeline within the Permanent Easement and the underground pipeline profile which shall consist of elevations from the top of the underground pipeline at intervals of not greater than one hundred feet (100'). In the event that the "as built" indicate that the underground pipeline was not constructed and installed within the Permanent Easement in accordance with the Easement Grant, Grantor shall have all rights and remedies provided at law or in equity.

SEVENTH: With respect to the 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 Easement any pit, well, foundation or other structure or installation without Grantee's prior written permission. Likewise, Grantor shall take no such well, foundation or other structure or installation without Grantee's prior written permission except as otherwise permitted herein. 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 the Permanent Easement 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 Easement without the express, prior written consent of the Grantee, which shall not be unreasonably withheld, conditioned or delayed.

EIGHTH: Grantee shall defend, indemnify and hold Grantor harmless from and against any and all loss, cost, damage, expense (including without limitation, reasonable attorney fees and costs), claims of liabilities arising from or related to the exercise of the easement rights granted herein unless such loss, damage, injuries or death results from the negligence or willful misconduct of Grantor. Such losses shall include but not be limited to: environmental problems due or arising from installation, construction, maintenance, repair, relocation, reconstruction, modification or removal of the "Improvements" (hereinafter defined) or any part thereof, or the presence, operation or use of the Improvements or contents escaping therefrom. "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, including court costs and reasonable attorney's fees, which may result from, (1) injury to or death of persons whomsoever (including the Grantor's officers, agents, and employees, the Grantee's officers, agents, and employees, as well as any other person), and (b) damage to or loss or destruction of property or the appurtenances to the property at, near, or on the property.

NINTH: The Grantee shall have the right to assign 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: Grantor further reserves the right to construct a berm or an asphalt parking lot and/or landscaping on top of the Permanent Easement 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 reasonable modifications to them reasonably necessary to protect the integrity of the underground pipeline facilities and appurtenant facilities as determined by Grantee in its reasonable, professional determination. Grantor will ensure that no cover would be removed which would reduce our required cover in this area. 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, conditioned or delayed. In the event Grantee fails to advise Grantor of any modifications to said engineering plans within fifteen (15) calendar days following Grantor's submission of same to Grantee, the engineering plans shall be deemed approved by Grantee as submitted. In the event that Grantor elects to construct a berm, asphalt parking lot and/or landscaping on the Permanent Easement, 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 berm or asphalt parking lot, or landscaping including, but not limited to, damages to the pipeline unless such loss, damage injury or death results from the negligence or willful misconduct of Grantee, its agents, representatives, employees, contractors or sureties. In the event any such berm, asphalt parking lot or landscaping is substantially damaged by Grantee after the initial construction of the pipeline, Grantee agrees to repair, replace and restore such berm, asphalt parking lot or landscaping to as near as reasonably practicable to the condition existing prior to such damage.

ELEVENTH: Grantor reserves the right to construct streets, sidewalks, curbs and utilities across, but not along the easement except as otherwise provided herein. 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 reasonable modifications to them reasonably necessary to protect the integrity of the underground pipeline and appurtenant facilities, as determined by Grantee in its reasonable professional determination. 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 conditioned or delayed. In the event Grantee fails to advise Grantor of any modifications to said engineering plans within fifteen (15) calendar days following grantee's submission of said to Grantee, the engineering plans shall be deemed approved by Grantee as submitted. Grantee represents and agrees that for purposes of constructing streets across the pipeline 5 feet of earth cover shall

be sufficient cover to protect the integrity of the pipeline and to permit said construction by Grantor.

TWELFTH: Grantee agrees that following the completion of the construction of the pipeline Grantor may plant a variety of shallow rooted shrubs and trees which do not have deep rooted systems within 15 feet of the pipe centerline.

THIRTEENTH: During construction activity, Grantee will either leave earthen plugs or backfill the open ditch sufficient to permit Grantor's livestock, vehicles, or farming equipment to cross over the ditch at reasonable locations designated by Grantor or his tenant.

FOURTEENTH: Grantee will agree to the installation of buried utilities such as electric utilities, fiber optic cable and similar types of utilities and other utilities including power poles manholes, water, gas, and sanitary sewer not inconsistent with Grantee's use and conditional upon Grantor notifying Grantee using the same stipulations as stated in paragraph TENTH hereof.

FIFTEENTH: Within 30 days following the execution of this easement, Grantor shall select to receive either actual damages or prepayment of crop loss damages, and communicate its selection to Grantee in writing.

If Grantor elects to receive "actual damages", Grantee shall be liable and will pay on an annual basis actual crop deficiency caused by the construction, maintenance, or operation of the pipeline, provided that Grantor notified Grantee in writing during the growing season at least thirty (30) days prior to harvest so that Grantee may observe the claimed deficiency in the standing crop. Grantee shall pay for actual crop deficiency within (14) days of the date upon which the amount of actual crop deficiency is agreed. Compensable crop losses shall include losses sustained as a result of pipeline construction, operation and maintenance in the permanent easement, temporary working space, and adjacent property. Average yields for similar crops within the county will be applied to the acreage damaged, unless the Grantor or Grantor's tenant can provide documentation to support a higher yield. The closing price for the crop on the previous day, as posted by the local elevator, or the closing price at the Chicago Board of Trade on the previous day, whichever is higher, will be applied to the crop loss unless Grantor and/or tenant can provide documentation, such as a futures contract, to support a higher unit price.

If Grantor elects to receive prepayment for damages, Grantee agrees to pay prior to construction \$1,260.00 per acre for the Permanent Easement, Temporary Working Space, and Additional Temporary Working Space, which amount represents the advance payment for crop damages caused by the construction of the pipeline occurring during the year of construction and the three years subsequent to the year of construction. Grantor agrees that the acceptance of this payment shall release Grantee from any and all crop damage claims for crop deficiency resulting from the construction of the pipeline occurring during the year of construction and the three years subsequent

to the year of construction. Following expiration of the crop loss release, Grantor shall negotiate with Grantee for compensation for any crop losses in the fourth year after construction and beyond according to the "actual damages" method set forth herein.

SIXTEENTH: This Easement Grant is executed by Lake County Trust Company, not in its individual capacity but solely as trustee in the exercise of the power and authority conferred upon and vested in it as such trustee (and Grantor hereby warrants that it possesses full power and authority to execute this Easement Grant). It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of Grantor are undertaken by Grantor solely in its capacity as trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against Grantor on account of any warranty, indemnity, representation, covenant, undertaking or agreement of Grantor in this Easement Grant, all such liability being expressly waived by Grantee, its successors and assigns, who shall look solely to the trust estate.

SEE NEXT PAGE FOR TRUSTEE'S ENVIRONMENTAL EXCULPATORY LANGUAGE.

SEVENTEENTH: This agreement, including all 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.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Easement Grant this 5th day of June, 2000.

GRANTOR:

GRANTEE:

Lake County Trust Company, a Corporation
Of Indiana, a Trustee under the provisions of
A Trust Agreement dated the 24th day of
August, 1973, and known as Trust Number
2021

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

BY: Elaine M. Sievers
Elaine M. Sievers
ITS: Trust Officer

BY: Julie Rasmussen
NAME: Julie Rasmussen

BY: Hesta Payo
Hesta Payo
ITS: Assistant Secretary


TITLE: Authorized Agent

CORPORATE SEAL

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 Elaine M. Sievers as Trust Officer and Assistant Secretary as Assistant Secretary of the Lake County Trust Company, who acknowledge 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 5th day of June, 2000



Laura T. Kleven, Notary Public

My Commission Expires: 5-8-08

County of Residence: Lake

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" 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.

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 _____ as _____ and Julie Rasmussen as Authorized Agent of Vector Pipeline Company, Inc. who acknowledge 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.

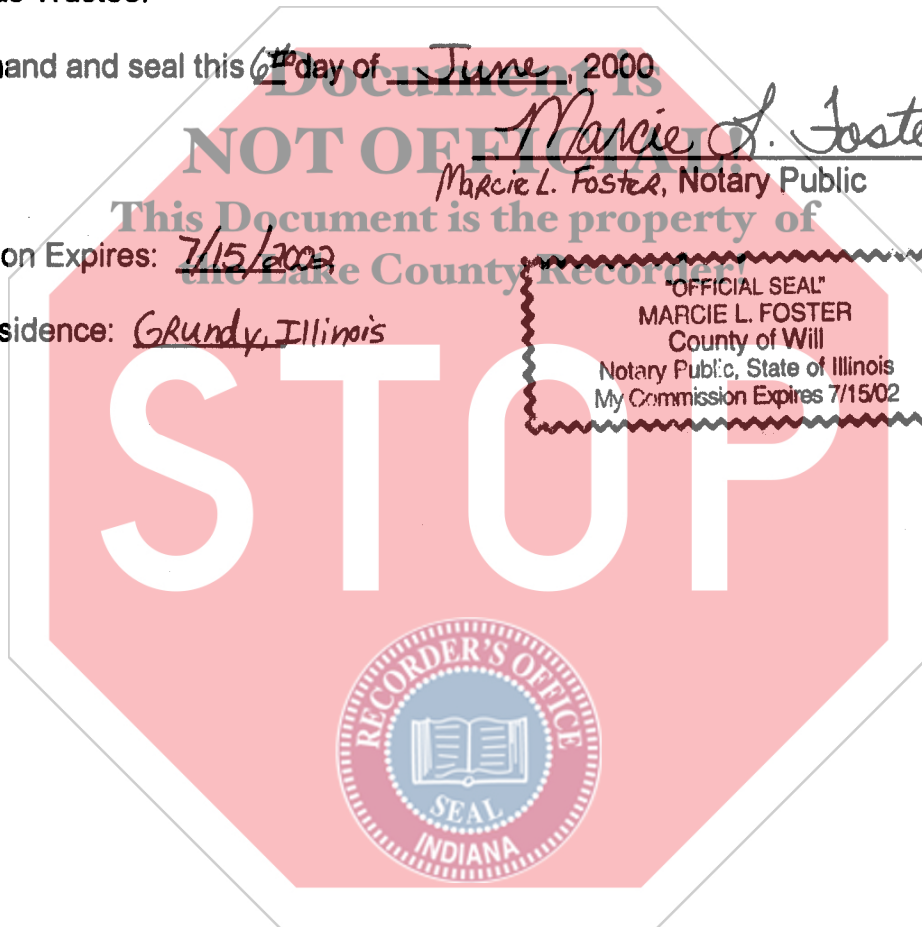
Witness my hand and seal this 6th day of June, 2000

Marcie L. Foster
Marcie L. Foster, Notary Public

My Commission Expires: 7/15/2002

County of Residence: Grundy, Illinois

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



A PERMANENT EASEMENT OVER, UNDER AND THROUGH THE FOLLOWING DESCRIBED STRIP OF LAND:

A 50 FOOT WIDE STRIP BEING THE SOUTH 50 FEET OF THE NORTH 60 FEET OF THE SOUTH 100 ACRES OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA, SAID 50 FOOT STRIP BEING ACROSS THOSE PARCELS OF LAND DESCRIBED TO LAKE COUNTY TRUST COMPANY'S TRUST NO. 2021 IN THE FOLLOWING DOCUMENTS: NO. 543596 RECORDED AUGUST 10, 1979, NO. 484101 RECORDED AUGUST 10, 1978, NO. 423884 RECORDED AUGUST 18, 1977, NO. 380435 RECORDED NOVEMBER 22, 1976 AND NO. 317898 RECORDED SEPTEMBER 24, 1975, ALL IN THE RECORDER'S OFFICE IN SAID COUNTY, SAID 50 FOOT STRIP CONTAINING 3.05 ACRES, MORE OR LESS.

TEMPORARY WORKSPACE EASEMENTS

TWO STRIPS OF LAND, ONE TEN FOOT WIDE AND ONE FIFTY FOOT WIDE, ADJOINING THE ABOVE DESCRIBED PERMANENT EASEMENT, SAID TWO STRIPS DESCRIBED AS FOLLOWS: THE NORTH 10 FEET OF SAID SOUTH 100 ACRES AND THE SOUTH 50 FEET OF THE NORTH 110 FEET OF SAID SOUTH 100 ACRES, SAID TWO STRIPS CONTAINING 3.66 ACRES, MORE OR LESS.

ADDITIONAL TEMPORARY WORK SPACE

THREE FIFTY FOOT WIDE STRIPS OF LAND ADJOINING THE ABOVE DESCRIBED FIFTY FOOT WIDE TEMPORARY WORK SPACE EASEMENT, SAID THREE STRIPS DESCRIBED AS FOLLOWS: THE SOUTH 50 FEET OF THE NORTH 160 FEET OF THE WEST 150 FEET, THE SOUTH 50 FEET OF THE NORTH 160 FEET OF THE EAST 125 FEET OF THE WEST 575 FEET AND THE SOUTH 50 FEET OF THE NORTH 160 FEET OF THE EAST 250 FEET OF THE WEST 1,179 FEET OF SAID SOUTH 100 ACRES, SAID STRIPS CONTAINING 0.60 ACRES, MORE OR LESS.

Revised 05/05/2000 to correct section number.

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