No.:

02-02-075

JHT-OF-WAY AND SEMENT GRANT

gory A. Wheeler
tor Pipeline L.P.
Vest Superior Street
uth, Minnesota 55802

TOR LAKE COUNT

tor Pipeline L.P.

W. Van Buren, Suite 304
et, IL 60432

SAM ORLICH

98045681

STATE OF INDIAIRA LAKE COUNTY FILED FOR RECORD

98 JUN 18 AM 8: 43

MORRIS W. CASTER RECORDER

FOR RECORDER'S USE ONLY

OW ALL MEN BY THESE PRESENTS: That the undersigned, Jack Dean Hubbard, Roberta Alice Kline, and Pamela Irene son whose mailing address is 5796/ HOUSTON, PORTAGE, IN. reinafter called "Grantor"), whether one or more, for and in consideration of Ten Dollars (\$10.00) and other good and valuable sideration, the receipt of which is hereby acknowledged, does hereby grant and convey to VECTOR PIPELINE L.P., a Delaware ited partnership, of 21 West Superior Street, Duluth, Minnesota 55802, its grantees, successors and assigns (hereinafter called antee"), an exclusive right-of-way and perpetual easement to construct, operate, maintain, inspect (including acrial patrol), iove, abandon in place, replace and reconstruct a pipeline, together with valves, fittings, protective apparatus and all other dpment and appurtenances as may be convenient in connection therewith for the transportation of natural gas and associated byducts, crude petroleum, and any product, by-product and derivatives thereof, whether liquid or gascous, or any material or stance which can be conveyed through a pipeline on, over, under and across a strip of land, as described in Exhibit A, which is sched hereto and incorporated herein (hereinafter referred to as the "Right-of-Way"), which the Grantor warrants that Grantor owns lee simple, together with the right to clear and to keep cleared the Right-of-Way so as to prevent damage or interference with its cient operation and patrol, and the right to install and operate a telecommunications system within the Right-of-Way. The Grantor ther grants the Grantee the right of ingress and egress to and from the Right-of-Way for all purposes convenient or incidental to the rcise by the Grantee of the rights herein granted, together with the right to use such of Grantor's lands immediately adjacent to h side of the Right-of-Way as is reasonably required during construction.

a aforesaid rights and easement are granted as and from the date hereof, and shall be perpetual, on the following terms and aditions, which are hereby mutually covenanted and agreed to, by and between the Granter and the Grantee.

LST: Grantor covenants with Grantee that they are the lawful fee simple owner of the aforesaid lands, and that they have the right i authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

COND: Prior to installation of said pipeline, Grantee shall pay to Grantor additional consideration in that amount as set forth by recment dated 6-8-98 by and between Grantee and Grantor and hereby incorporated herein. In the event antee does not make the aforesaid payment on or before December 31, 1999, then this Right-of-Way and Easement Grant shall minate and Grantee shall, upon written request of the Grantor and upon receipt of any necessary governmental approvals, forthwith scute and deliver to the Grantor an instrument releasing and terminating all rights herein granted.

HRD: The Grantee shall, at the time of construction, bury said pipeline at a sufficient depth through cultivated lands so that it will tenterfere with ordinary annual crop cultivation, and also pay for damage to annual crops, fences, trees and other existing provements which may arise from the exercise of the rights herein granted. Said damages, if not mutually agreed upon, shall be termined by three disinterested persons, one to be appointed by the Grantor, one by the Grantee, and the third by the two persons presaid; and the award of such three arbitrators, or any two of them in writing, shall be final. The cost of such arbitration shall be one equally by the Grantor and the Grantee. Grantee shall have the right to clear and keep cleared all trees, undergrowth, and other structions from the herein granted Right-of-Way and after said pipeline has been installed Grantee shall not be liable for damages used on the Right-of-Way by keeping said Right-of-Way clear of such trees, undergrowth and other obstructions, in the exercise of rights herein granted.

W NO. 02-02-075

Page 1 of 6

001277

Bur

URTH: The Grantor shall not excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on, over, under or iss the said Right-of-Way and easement any pit, well, foundation, pavement, road or other structure or installation without intee's prior written permission, but otherwise the Grantor shall have the right fully to use and enjoy said premises except as the ie may be necessary, convenient or incidental to the purposes herein granted to the Grantee. Further, the Grantor shall not terially after the grade of the Right-of-Way and easement without the express, prior written consent of the Grantee.

TH: Grantee agrees to indomnify and hold Grantor harmless from any and all losses of or damages to property or injuries to or the of any person resulting from Grantee's activity on the Right-of-Way unless such loss, damage, injury or death results from the ligence or willful misconduct of Grantor, its agents, representatives, employees, contractors or invitees.

(TH: The Grantee shall have the right to assign and mortgage this agreement and the easement herein granted in whole or part as all or any portion of the rights accruing hereunder, subject always to the terms hereof.

VENTH: This agreement, including all the covenants and conditions herein contained, shall be construed as creating a Right-ofy and easement appurtenant to the property owned by the Grantor and shall extend to, be binding upon, and inure to the benefit of
heirs, executors, administrators, successors in title and assigns of the Grantor and the Grantee respectively.

ties may execute separate original counterparts of this instrument and such execution shall have the same effect as if each party cuted the same counterpart. All counterparts shall be construed together and shall constitute one instrument.

WITNESS WHEREOF, the Grantor has executed this docume	nt this 8 day of June 1998
Docu	ment is
MANTOR:	GRANTEE:
This Document	BY VECTOR PIPELINE L.P.C. AS GENERAL PARTNER
CKATEAN HUBBARA the Lake Co	BY: // M. Payou
	NAME: Winch Planno
OBERTA ALICE KLINE	- VATIV-IN-ENT
'k/a ROBERTA A. KLINE	TITLE: /A-//F SIN-FIET
AMELA IRENE GIBSON	
'k/a PAMELA I. GIBSON	

Jack Dean Hubbard signs Individually, as Grantor, and in his capacity as POA for Roberta Alice Kline a/k/a Roberta A. Kline, pursuant to that Limited Power of Attorney dated March 10, 1998, attached hereto and made a part hereof; and in his capacity as POA for Pamela Irene Gibson a/k/a Pamela I. Gibson, pursuant to that Limited Power of Attorney dated April 14, 1998, attached hereto and made a part hereof.

### INDIVIDUAL ACKNOWLEDGEMENT

TE OF INDIANA)  UNTY OF PORTER	35a:	
	T	
On this theday of	TUNE 1998, personally appeared before K DEAN HUBBARD	me
JACI	K DEAN HUBBARD	*
r(s) of the foregoing instrument,	, and acknowledged the same to be his/her/their free act as	nd dued.
	Liven M.	Drown
	Notary Public My Commission Expires:	Notary Public State of Indiana
		GWEN M BROWN  My Appointment Expires Feb. 23, 200
	INDIVIDUAL ACKNOWLEDGEMENT	My Appointment Expires Feb. 20, 200
TE OF	NOT OFFICIAL	
NTY OF	This Document is the propert	v of
On this the day of	the Lake Copersonally appeared before	
	The second distribution of the second distributi	
es) of the foregoing first fineth,	Notary Public My Commission Expires:	au decd.
	HUDER SOLL	
	INDIVIDUAL ACKNOWLEDGEMENT	
TE OF	SEAL SEAL SEAL SEAL SEAL SEAL SEAL SEAL	
NTY OF)	Si.	en e
On this the day of	, personally appeared before	me
(s) of the foregoing instrument	and acknowledged the same to be his/her/their free act as	nd deed.
(4) or one to obour morranders	and andre moreon and amine to be illustration into not m	<del>e de la composi</del>
	Notary Public My Commission Expires:	

## CORPORATE ACKNOWLEDGEMENT

TE OF Things				
UNTY OF Will	<b>:</b>			
On this the 8th day of	June ince Pizarro	., <u>1998</u> , personally app	eared before me	
ag in his/her capacity as Atty- aware limited partnership, signer of	In · Fact of Ve f the foregoing instrument,	and acknowledged the s	ame to be his/her free a	r Pipeline, L.P., a act and deed as
1thy-In-Fact of such G	meral Partiter and the free a		. Chardle	
	Notary Pub My Commi	lic ission Expires:		
	Doc	ument is	***************************************	
	NOT O This Document the Lake C	nt is the prop	OFFICIAL SEAL CINDY L. CHANDLER Notary Public - Illinois WILL COUNTY MY Commission Expires March 12, 2002	
	S			
	B	DER SON		

#### EXHIBIT A

rip or parcel of land fifty feet in width (50') on, over and across a portion of the Southeast Quarter of the Southeast Quarter (SE/4 4) of Section 30, Township 35 North, Range 8 West of the Second Principal Meridian, Lake County, Indiana. The Right-of-Way easement shall be located substantially as shown on Exhibit "B", a copy of which is attached hereto, with exact description to be similar by As-built Survey.

i property more particularly described in Executor's Deed, dated June 28, 1995, from Jack Dean Hubbard, Executor to Jack Dean board, Roberta Alice Kline, and Pamela Irene Gibson, and recorded as Document No.95043069, in the Recorder's Office, Lake unty, Indiana.

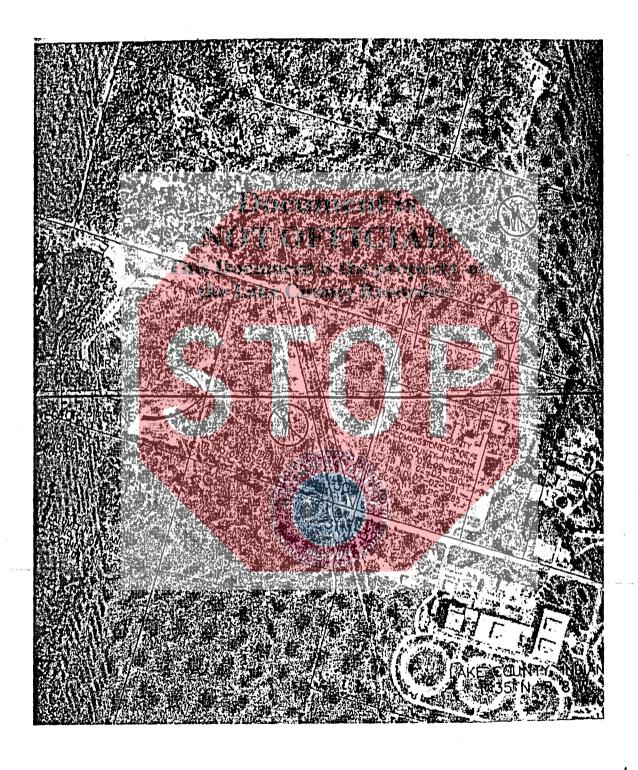
o conveying a temporary construction easement sixty feet in width (60') adjacent and parallel to the above described permanent ement, except at road crossings, tile crossings or areas with unusual construction requirements where additional temporary work ce may be utilized.



### EXHIBIT B

## SKETCH OF PROPOSED ROUTE

SECTION 30 TWP 35N RANGE 8W



NO. 02-02-075

PAGE LU OF LO

Existing Pipeline Proposed Vector Pipeline

FOURTH: 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, pavement, 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.

FIFTH: Grantee agrees to indomnify and hold Granter 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.

SIXTH: 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.

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

Parties may execute separate original counterparts of this instrument and such execution shall have the same effect as if each party executed the same counterpart. All counterparts shall be construed together and shall constitute one instrument.

IN WITNESS WHEREOF, the Grantor has ex-	day of June 1970.
	Document is
GRANTOR:	NOT OF GRANTEE: A L!
** / / / / / SThip	VECTOR PIPELINE L.P.  O.A. CUMENT BY VECTOR PIPELINE, INC. AS GENERAL PARTNER
	he Lake County Resorder
	NAME: WINCE PIZMANO
ROBERTA ALICE KLINE	2 tol -in-tact
a/k/a ROBERTA A. KLINE	TITLE: 17-11 -110-110
PAMELA IRENE GIBSON	
a/k/a PAMELA I. GIBSON	
	THE RESOLUTION OF THE PARTY OF

\*\* Jack Dean Hubbard signs Individually, as Grantor, and in his capacity as POA for Roberta Alice Kline a/k/a Roberta A. Kline, pursuant to that Limited Power of Attorney dated March 10, 1998, attached hereto and made a part hereof; and in his capacity as POA for Pamela Irene Gibson a/k/a Pamela I. Gibson, pursuant to that Limited Power of Attorney dated April 14, 1998, attached hereto and made a part hereof.

# INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF FORTE On this the 8th		UNE 1998, personally appeared before m DEAN HUBBARD	ne
		nowledged the same to be his/her/their free act and	
	•	Liven M. 1	<i>/</i> )
			Crow
		Notary Public My Commission Expires	Notary Public
			State of Indiana GWEN M BROWN
	Ţ	INDIVIDUAL ACKNOWLEDGEMENT	fy Appointment Expires Feb. 23, 2008
STATE OF	) /	NOT OFFICIAL	
COUNTY OF	) \$5.:	NUI OFFICIAL	
On this the	day of	is Document is the propert	
		the mare gounty recorder	
signer(s) of the foregoing ins	strument, and ack	nowledged the same to be his/her/their free act and	d deed.
		Notary Public My Commission Expires:	
		Pry Commission Expues.	
		TATO IN THOU A T A COUNTY ON THE PURCHASING	
		INDIVIDUAL ACKNOWLEDGEMENT	
STATE OF	) \$5.:	WOLANA STEEL	
COUNTY OF	and the state of t	aminimologi sa ( shift sa sama mar li tilikah makimologi kasalamba na shirilaman amini sa li ligar unia a shik	e. La salah salah sa sa sa sananda keremuan manjak di medi mendunyak da matanga. Salah, sa keramanyak
On this the	day of	personally appeared before n	ne
			A CONTRACTOR OF THE STATE OF TH
signer(s) of the foregoing ins	strument, and ack	nowledged the same to be his/her/their free act and	d deed.
		Notary Public	No. of the last of
		My Commission Expires:	

# CORPORATE ACKNOWLEDGEMENT

_ ~		
STATE OF Things		
COUNTY OF Will ss.:		
On this the 8th day of 1	une, 1998, personally appeared before me	
Vince	. Pizarro :	
acting in his/her capacity as Atty-In-F	of Vector Pipeline, Inc., as General Partner of Vector Pipeline, L.P., a	
Delaware limited partnership, signer of the fo	regoing instrument, and acknowledged the same to be his/her free act and deed as	
Atty-In-Fact of such General I	Partner and the free act and deed of said partnership.	
	Cindo d' Chardler	
	Cindy & Chardler	7
	Notary Public	
	My Commission Expires:	
	Document is	
	NOT OFFICIAL SEAL	
	IS Document is the prophotory Public - Illinois	
	the Lake County Recormy Commission Expires	
	Morch 12, 2002	
	THE RESIDENCE OF THE PROPERTY	
	SEAL SEAL SEAL SEAL SEAL SEAL SEAL SEAL	
	Vo. AMAION, W	

#### EXHIBIT A

A strip or parcel of land fifty feet in width (50') on, over and across a portion of the Southeast Quarter of the Southeast Quarter (SE/4 SE/4) of Section 30, Township 35 North, Range 8 West of the Second Principal Meridian, Lake County, Indiana. The Right-of-Way and easement shall be located substantially as shown on Exhibit "B", a copy of which is attached hereto, with exact description to be determined by As-built Survey.

Said property more particularly described in Executor's Deed, dated June 28, 1995, from Jack Dean Hubbard, Executor to Jack Dean Hubbard, Roberta Alice Kline, and Pamela Irene Gibson, and recorded as Document No.95043069, in the Recorder's Office, Lake County, Indiana.

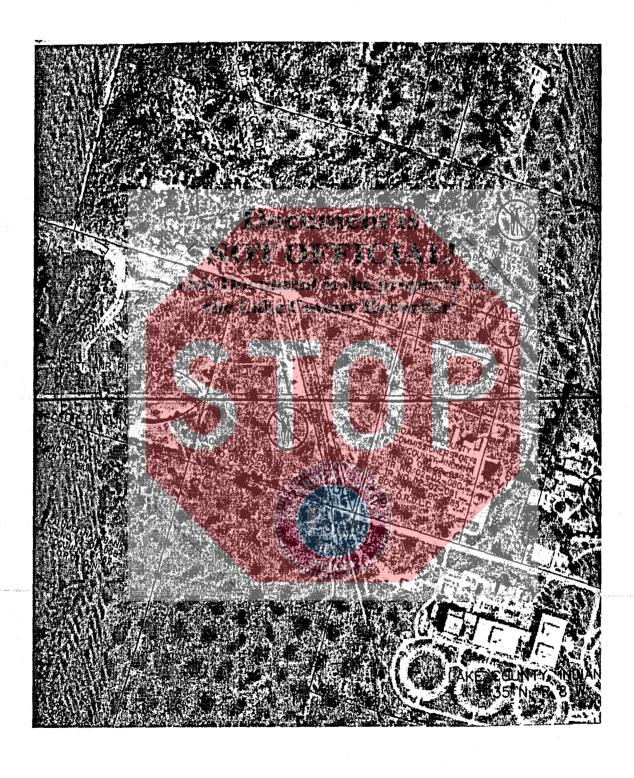
Also conveying a temporary construction easement sixty feet in width (60') adjacent and parallel to the above described permanent easement, except at road crossings, tile crossings or areas with unusual construction requirements where additional temporary work space may be utilized.



## EXHIBIT B

### SKETCH OF PROPOSED ROUTE

SECTION 30 TWP 35N RANGE 8W



PAGE 10 OF 6

R/W NO. 02-02-075

Existing Pipeline Proposed Vector Pipeline