

R/W No.: 02-02-098

RIGHT-OF-WAY AND EASEMENT GRANT

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

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

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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99 OCT 14 AM 9:06

MORRIS W. CARTER
RECORDER

FOR RECORDER'S USE ONLY

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Irvin Luebcke and Edna Luebcke, Husband and Wife, whose mailing address is 1215 E. Greenwood Ave., Crown Point, IN 46307, (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: Prior to installation of said pipeline, Grantee shall pay to Grantor additional consideration in that amount as set forth by agreement dated _____ by and between Grantee and Grantor and hereby incorporated herein. In the event Grantee does not make the aforesaid payment on or before December 31, 2000, then the effectiveness of this Right-of-Way and Easement Grant shall automatically terminate and Grantee shall, upon written request of the Grantor, forthwith execute and deliver to the Grantor an instrument releasing and terminating all rights herein granted.~~

THIRD: 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.

FOURTH: 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.

FIFTH: 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 10 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.

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SIXTH: 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 1215 E. Greenwood Ave., 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, consistent with paragraph FIFTH of this agreement.

SEVENTH: 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.

EIGHTH: 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 FOURTH 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.

NINTH: 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.

TENTH: 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.

ELEVENTH: 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.

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 1st day of October, 1999.

GRANTOR:

Irvin Luebcke
IRVIN LUEBCKE

Edna Luebcke
EDNA LUEBCKE

GRANTEE:

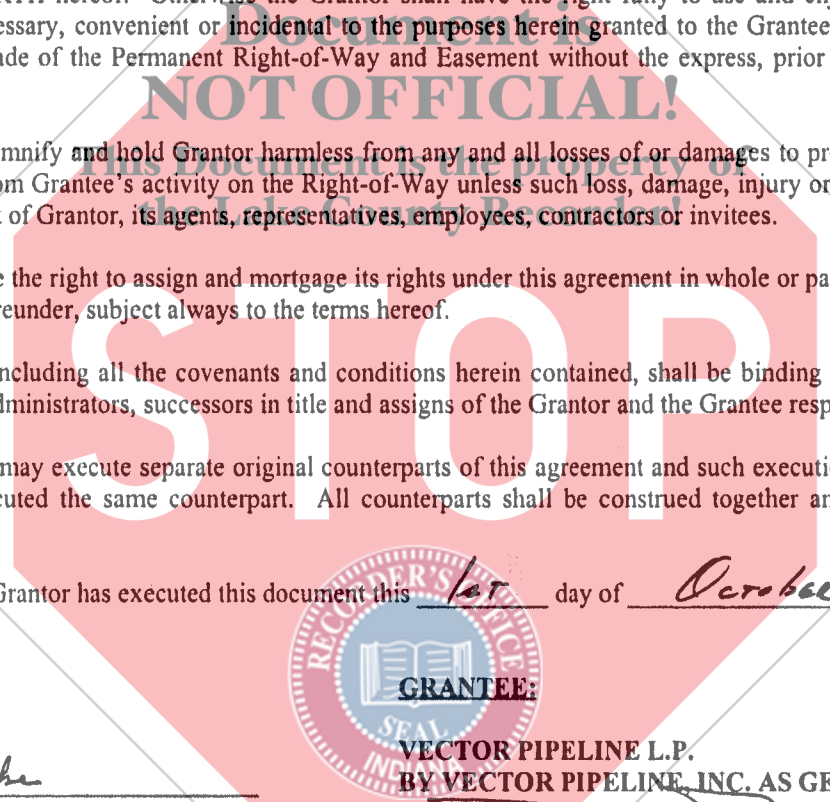
VECTOR PIPELINE L.P.
BY VECTOR PIPELINE, INC. AS GENERAL PARTNER

BY: Paula Rueter

NAME: PAULA RUETER
ATTORNEY-IN-FACT

TITLE: _____

P.O. A. # 98-13560

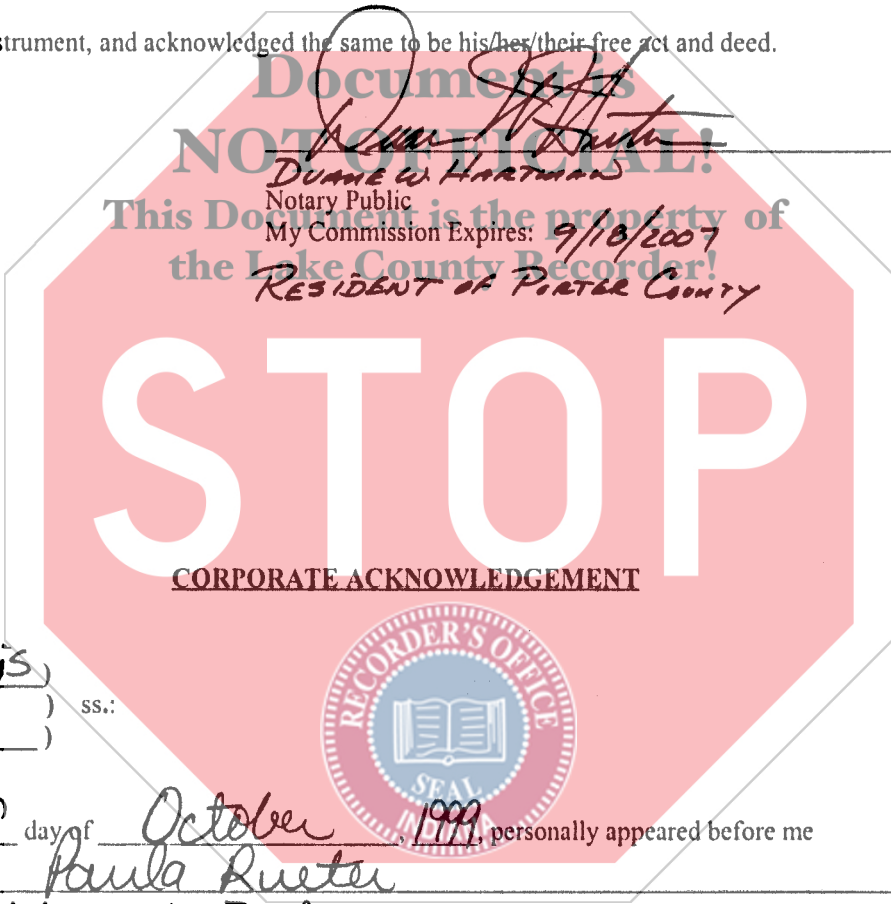


INDIVIDUAL ACKNOWLEDGEMENT

STATE OF INDIANA)
COUNTY OF PORTER) ss.:

On this the 1st day of October, 1999, personally appeared before me IRVIN LUEBCKE AND EDNA LUEBCKE

signer(s) of the foregoing instrument, and acknowledged the same to be his/hers/their free act and deed.



CORPORATE ACKNOWLEDGEMENT

STATE OF Illinois)
COUNTY OF Will) ss.:

On this the 5th day of October, 1999, personally appeared before me Paula Rueter

acting in ~~her~~ capacity as Attorney-in-Fact 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~~ free act and deed as Attorney-in-Fact of such General Partner and the free act and deed of said partnership.

Marcie L. Foster

Notary Public
My Commission Expires:

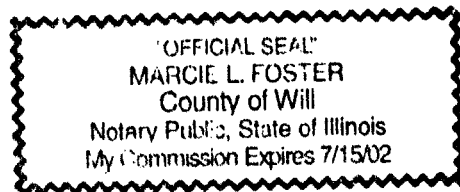


EXHIBIT A

VECTOR PIPELINE
UEI JOB NO. 3179
TRACT NO. 02-02-098
LAKE COUNTY, INDIANA

TAX I.D. NO.

**DESCRIPTION OF A 50 FEET WIDE
PERMANENT EASEMENT AND RIGHT OF WAY**

DESCRIPTION OF A 50 (FIFTY) FEET WIDE PERMANENT EASEMENT AND RIGHT OF WAY, LOCATED IN SECTION 34, TOWNSHIP 35 NORTH, RANGE 8 WEST, LAKE COUNTY, INDIANA AND BEING UPON, OVER, THROUGH AND ACROSS A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO IRVIN LUEBCKE AS DESCRIBED BY INSTRUMENT RECORDED UNDER DOCUMENT NO. 96085035 OF THE OFFICE OF THE RECORDER OF DEEDS OF LAKE COUNTY, INDIANA, SAID 50 FEET WIDE PERMANENT EASEMENT AND RIGHT OF WAY BEING SITUATED 15 FEET NORTH OF AND 35 FEET SOUTH OF THE HEREBIN DESCRIBED BASELINE, SAID BASELINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at the southwest corner of the above referenced tract;

THENCE North $00^{\circ} 07' 01''$ West, along the west line of the above referenced tract, a distance of 69 feet to a point being the **POINT OF BEGINNING** of the herein described baseline;

THENCE South $70^{\circ} 09' 48''$ East, a distance of 103 feet, to a point 35 feet northerly of, at right angles to the south line of the above referenced tract and being an angle point of the herein described baseline;

THENCE South $89^{\circ} 42' 24''$ East, along a line 35 northerly of, perpendicular to and parallel with the said south line, a distance of 1195 feet to a point in the east line of the above referenced tract and being the **POINT OF TERMINATION** of the herein described baseline, from which the southeast corner of the above referenced tract bears South $00^{\circ} 17' 36''$ West, a distance of 35 feet, said baseline having a total length of 1298 feet or 78.7 rods, said permanent easement containing a total of 1.5 acres, more or less.

TEMPORARY WORK SPACE

Being a fifty (50) feet wide strip of land, parallel with and adjacent to the north side of the above described fifty feet wide permanent easement and right of way, and a 10 feet wide strip of land, parallel with and adjacent to the south side of the said permanent easement and right of way, extending or shortening the side lines of the temporary easements, at the beginning and termination of the said permanent easement lines, to intersect with the above referenced property's lines, and containing 1.8 acres, more or less.

ADDITIONAL TEMPORARY WORK SPACE

Being a one hundred (100) feet wide strip of land, parallel with and adjacent to the north side of the above described Temporary Work Space, extending 175 feet in an easterly direction, from the east right of way line of State Hwy. 53 and containing 0.4 acres, more or less.

Revised 9-9-99

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Irvin Luebecke
IRVIN LUEBCKE

Edna Luebecke
EDNA LUEBCKE