

9.

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

99089532

99 OCT 29 AM 9: 21

CHRISTINA CARTER
RECORDER

Return to:

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

CROSS-REFERENCE. In accordance with Ind. Code §32-5-2-2(a), the easement and right-of-way described herein burdens real estate acquired by the Grantor by deed dated JANUARY 8, 1975, and recorded in the Office of the Recorder of LAKE County, Indiana, in Deed Book _____, Page _____, as Instrument No. 289193 on FEBRUARY 20, 1975.

RIGHT-OF-WAY AND EASEMENT GRANT

R/W No.: 02-02-172

This Document is the property of

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Lake County Park and Recreation Board, a corporation, whose mailing address is 2293 N. Main St., 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 through and across the Right-of-Way, as described in Exhibit "A", 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.

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.

FILED

OCT 29 1999

PETER BENJAMIN
LAKE COUNTY AUDITOR

25.00
E.P.
7698

1971

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: 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 30 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.

FIFTH: 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 2293 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, consistent with paragraph FOURTH of this agreement.

SIXTH: 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. The Grantee shall have the right to repair and maintain said pipeline during the term of this Right of Way and Easement Grant. Other than in an emergency situation, the Grantee shall be required to consult with the Grantor prior to the trimming or removal of any trees which may interfere with the repair or maintenance of said pipeline or present a hazard thereto.

Grantor and Grantee agree that Grantee shall bore Deep River as stated in the Final Environmental Impact Statement; however, should the bore fail after reasonable attempts have been made to complete the bore, Grantee shall furnish to the Federal Energy Regulatory Commission and to Grantor a plan to open cut Deep River. Grantee shall be obligated to comply by the requirements of the Federal Energy Regulatory Commission and applicable state permit requirements. Grantee will furnish a revegetation plan to Grantor for their approval and Grantor agrees not to delay construction for the open cut.

SEVENTH: 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 or other structure 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.

EIGHTH: Grantor reserves the right to construct streets, sidewalks and utilities across, but not along the Right-of-Way. 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 any modifications to them that is in accordance with the then current, industry acceptable, engineering standards necessary to protect the integrity of the pipeline facilities. 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.

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 or pursuant to this easement agreement, 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: Grantor further grants to Grantee the right to occupy and utilize a portion of said land for road purposes, for use by Grantee, its employees, agents and licensees and their equipment, with the right to surface the same. The road right-of-way herein granted shall be an existing road on the South side of Deep River, which exits South off Ainsworth Road into Grantor's property and shall be twenty feet (20') in width and approximately 900 feet in length. Grantee acknowledges that Grantor, its employees, contractors or assigns, shall have the right to use said roadway for any and all passage purposes. Said road right-of-way shall expire one year after all construction has been completed.

TWELFTH: This agreement, including all the covenants and conditions herein contained shall run with the land and 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.

THIRTEENTH: Grantor represents and warrants that its representative signing below is duly authorized to execute this instrument on behalf of the Grantor.

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 20th day of OCTOBER, 1999.

GRANTOR:

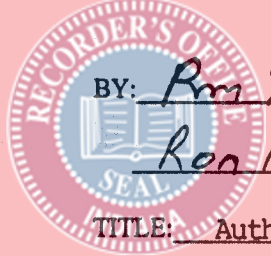
LAKE COUNTY PARK AND RECREATION BOARD

BY: *Carl Vonasch*
Carl Vonasch

TITLE: President

GRANTEE:

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



BY: *Ron Huddleston*
Ron Huddleston

TITLE: Authorized Agent

BY: *Robert J. Nickovich*
Robert J. Nickovich

TITLE: Superintendent & Secretary to the Board

CORPORATE ACKNOWLEDGMENT

STATE OF INDIANA)
) ss.:
COUNTY OF LAKE)

On this the 20th day of October, 1999, personally appeared Carl Vonasch and ROBERT J. NICKOVICH as President and Supr & Secy to Board, respectively of the Lake County Park and Recreation Board, signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed as such officer and the free act and deed of said corporation, before me.

My Commission Expires: Jan 16, 2007
Karen R. Millan
KAREN R. MILLAN
NOTARY PUBLIC, STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. 01/16/2007
A Resident of Lake County, Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF Indiana)
) ss.:
COUNTY OF Lake)

On this the 20th day of October, 1999, personally appeared before me, Ron Huddleston acting in his/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 his/her free act and deed as Authorized Agent of such General Partner and the free act and deed of said partnership.

My Commission Expires: 11/7/2001
Clyde D. Compton
Clyde D. Compton, Notary Public
A Resident of Porter County

Prepared by: Paul W. Norgren, Vector Pipeline L.P.
26443.1 21 West Superior Street
Duluth, Minnesota 55802-2067

EXHIBIT A

TAX I.D. NO.

VECTOR PIPELINE
UEI JOB NO. 3179
TRACT NO. 02-02-172
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 SECTION 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 PARK & RECREATION BOARD, AS DESCRIBED BY INSTRUMENT RECORDED UNDER DOCUMENT NO. 289193 OF THE OFFICE OF THE RECORDER OF DEEDS OF LAKE COUNTY, INDIANA, SAID FIFTY (50) FEET WIDE PERMANENT EASEMENT AND RIGHT OF WAY BEING SITUATED 35 FEET NORTHERLY OF AND 15 FEET SOUTHERLY OF, THE HEREIN DESCRIBED BASELINE, SAID BASELINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a concrete monument found marking the northwest corner of the said Section 16;

THENCE South 00° 00' 30" East, along the west line of said Section 16, a distance of 2241.32 feet to a point and being the **POINT OF BEGINNING** of the herein described baseline;

THENCE South 88° 07' 43" East, a distance of 117.51 feet to an angle point of the herein described baseline;

THENCE North 50° 44' 57" East, a distance of 593.84 feet to an angle point of the herein described baseline;

THENCE North 35° 11' 32" East, a distance of 591.14 feet to an angle point of the herein described baseline;

THENCE North 53° 45' 01" East, a distance of 774.42 feet to a point in the centerline of Deep River and being the **POINT OF TERMINATION** of the herein described baseline, from which the northwest corner of said Section 16 bears, North 58° 57' 44" West, a distance of 1800.64 feet, said baseline having a total length of 2076.91 feet or 125.87 rods, said permanent easement containing 2.37 acres, more or less.

EXHIBIT A

TEMPORARY WORK SPACE

Being a fifty (50) feet wide strip of land, parallel with and adjacent to the southerly 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 northerly 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 2.88 acres, more or less.

ADDITIONAL TEMPORARY WORK SPACE

Being a 140 feet wide strip of land parallel with and adjacent to the southerly side of the above described fifty (50) feet wide Temporary Work Space, Beginning at a point in the southerly line of the above described Temporary Work Space, 65 feet southerly of the Directional Drill Entry Point, at right angles to the above described baseline, at that point, thence southwesterly along the said southerly line, a distance of 40 feet to an angle point of the said southerly line, thence westerly along the said southerly line, a distance of 373 feet, thence southeasterly at right angles to the baseline, at this point, a distance of 140 feet to a point, thence northeasterly 140 feet southerly of, perpendicular to and parallel to the said southerly line, a distance of 350 feet to an angle point, thence northerly a distance of 169 feet, to the said southerly line, thence southwesterly along the said southerly line, a distance of 78 feet to the Point of Beginning and a 150 feet wide strip of land, parallel with and adjacent to the southerly side of the above described fifty (50) feet wide Temporary Work Space, beginning at the intersection of the most westerly west line of the above referenced tract with the southerly line of the above described fifty (50) wide Temporary Work Space and extending 300 feet in an easterly and northeasterly direction and containing a total of 2.57 acres, more or less.



S:\3179\SURVEY\DESC\INDIANA\IN-5222.WPD

EXHIBIT A

Attached To and Made a Part Of That Certain Right-of-Way and Easement Grant
Executed By Lake County Park and Recreation Board In Favor of Vector Pipeline, L.P. and
Dated OCT 20 1999

LAKE COUNTY PARK AND RECREATION BOARD

BY: [Signature]

TITLE: [Signature]

BY: [Signature]

TITLE: Subl and Sec to the BOARD

CORPORATE SEAL

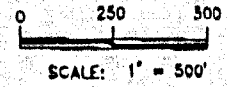




Vector Pipeline™

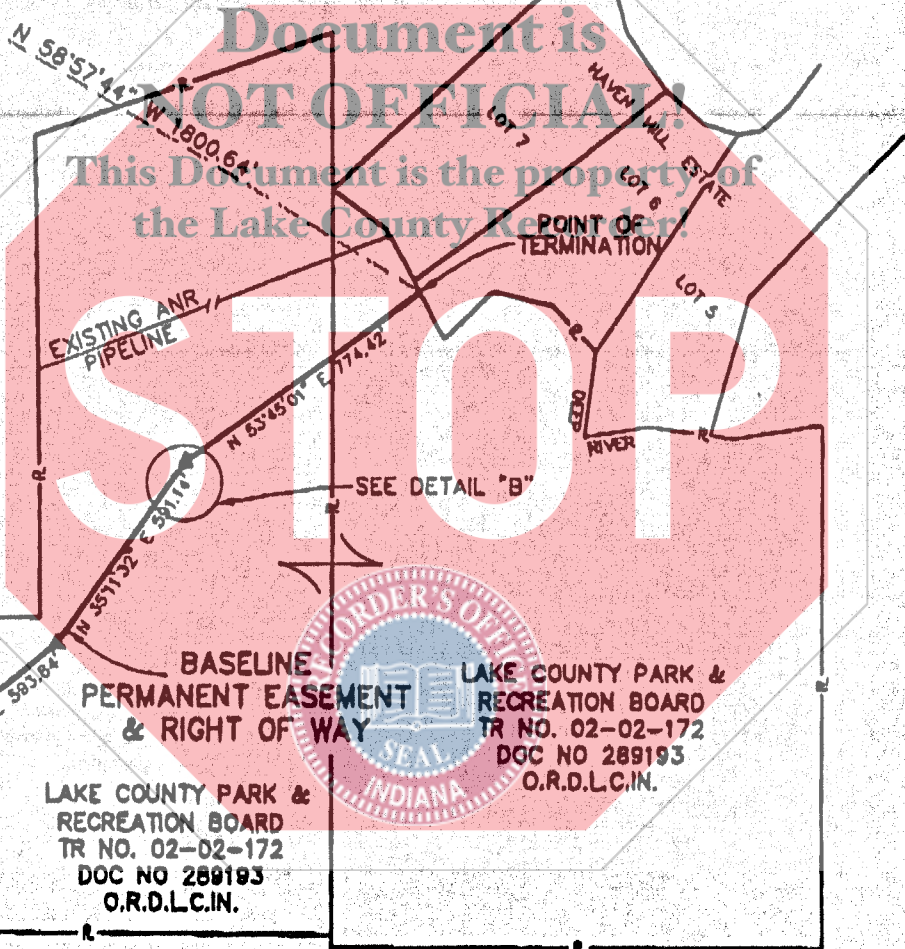
LAKE COUNTY, INDIANA

T-35-N, R-7-W, SEC. 16
ROSS TOWNSHIP



LINE TABLE		
LINE	LENGTH	BEARING
L1	117.51'	S89°07'43"E

POINT OF COMMENCING
FND. CONC. MON.
NW COR., SEC. 16



POINT OF BEGINNING
SEE DETAIL "A"
SHEET 2 OF 2

LAKE COUNTY PARK & RECREATION BOARD
TR NO. 02-02-172
DOC NO 289193
O.R.D.L.C.IN.

LAKE COUNTY PARK & RECREATION BOARD
TR NO. 02-02-172
DOC NO 289193
O.R.D.L.C.IN.

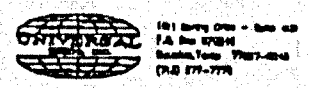
SHEET 1 OF 2

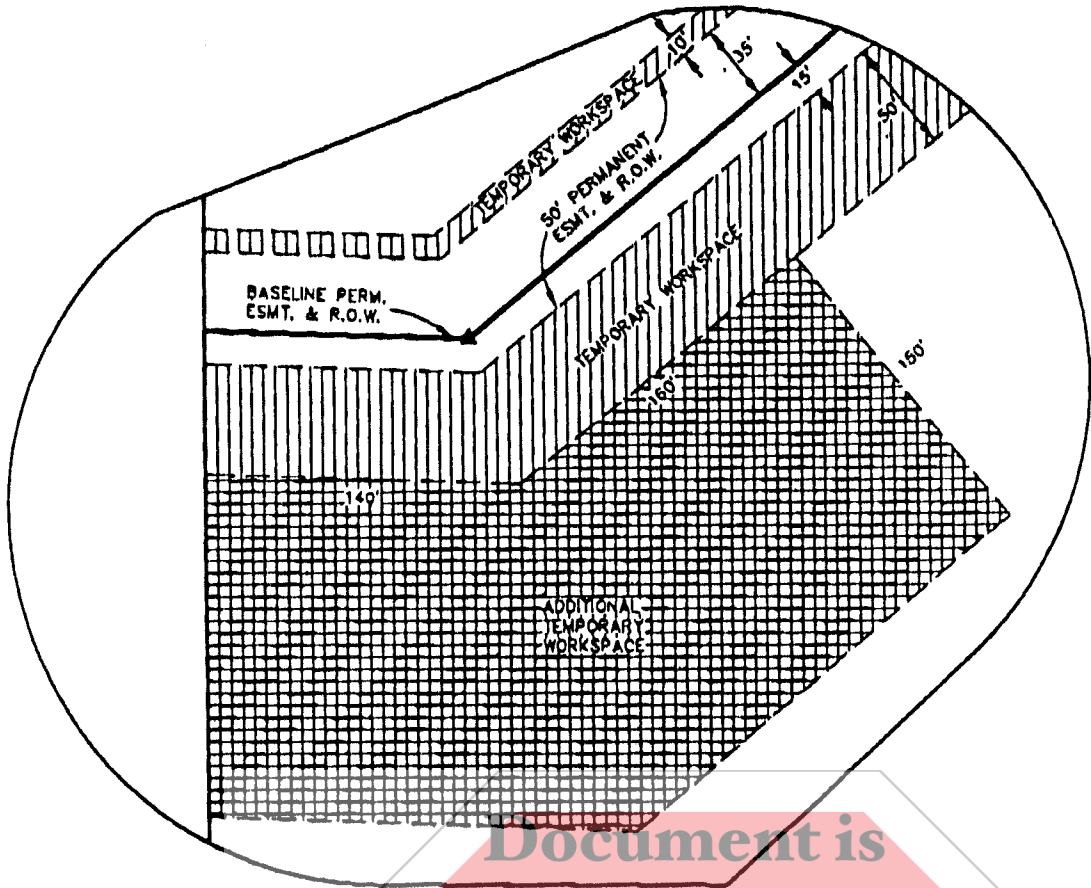
	PERMANENT EASEMENT (2.37 AC. APPROX.)
	TEMPORARY WORK SPACE (2.88 AC. APPROX.)
	ADDITIONAL TEMPORARY WORK SPACE (2.57 AC. APPROX.)

TOTAL LENGTH ACROSS PROPERTY	2076.91 FT	125.87 RODS
------------------------------	------------	-------------

NO.	DATE	REVISION	REV. BY	CHK. BY	APP. BY

FLAT	
PERMANENT EASEMENT & RIGHT OF WAY CROSSING PROPERTY OF LAKE COUNTY PARK & RECREATION BOARD	
DRAWN BY: PZR	DATE: 02/08/99
CHECKED BY: UEI	DATE: 02-08-99
APPROVED BY:	DATE:
SCALE: 1" = 500'	JOB NO.: 3179
LINE LIST NO.: 02-02-172	DWG NO.: VPL-370L-5222

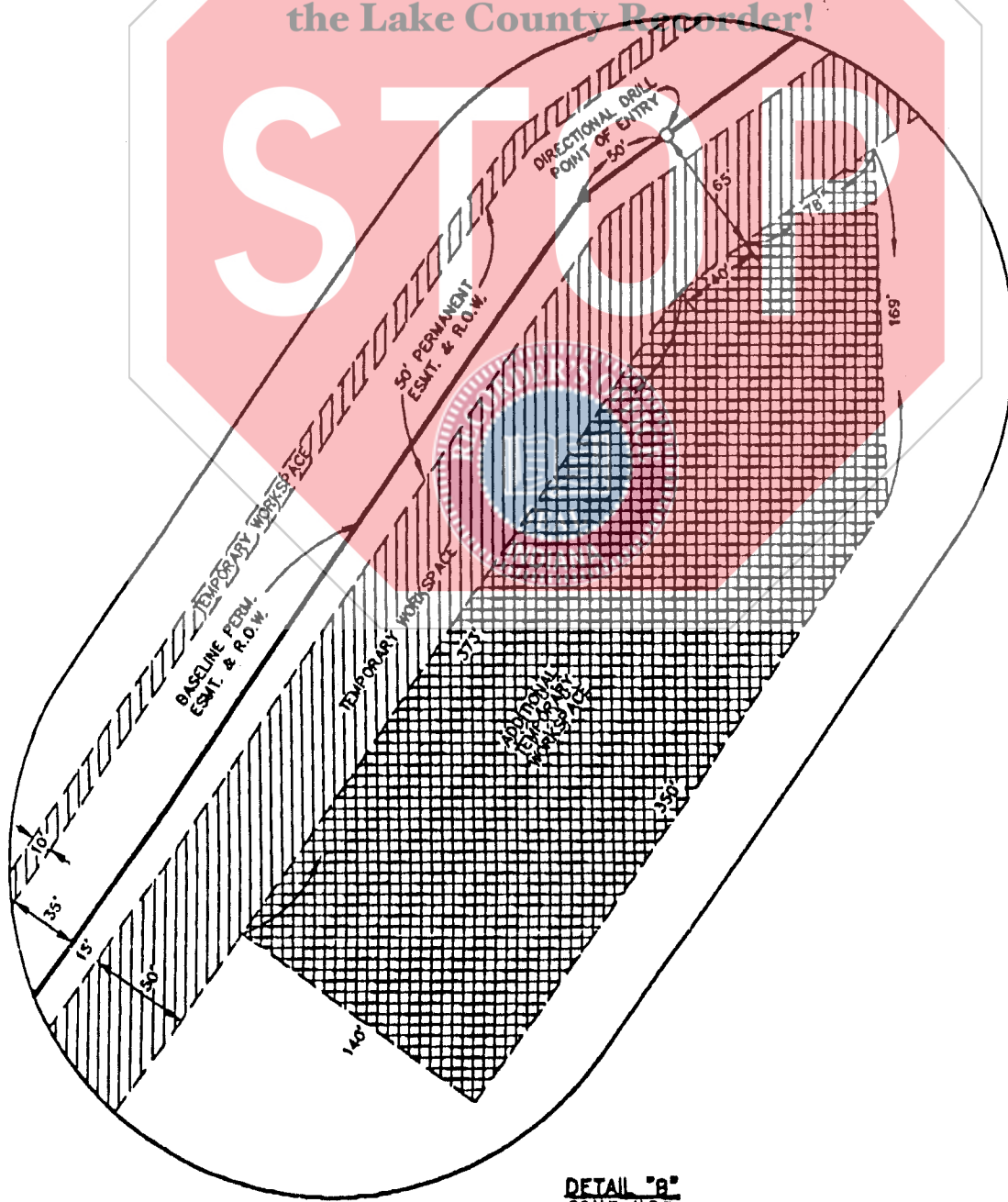




Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

DETAIL "A"
SCALE: N.T.S.



DETAIL "B"
SCALE: N.T.S.