

R/W No.: 02-02-169.010

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

2000 FEB 18 AM 8:49

MORRIS W. CARTER
RECORDER

2000 011554

FOR RECORDER'S USE ONLY

Document is

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, John E. Randle and Shirley Randle, his wife, whose mailing address is 7711 E. 72nd Ct., Hobart, IN 46342, (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 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, only as designated on 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.

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 7711 E. 72nd Ct., Hobart, IN 46342 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.

177.00
em

[Handwritten signature]
2601000456

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. 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.

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, 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 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: 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.

NINTH: 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.

TENTH: Grantee agrees there will be no above-ground appurtenances or facilities placed on the Right-of-Way, except markers or vent pipes as required at fence lines, property lines and roads, unless specifically pre-approved in writing by Grantor.

ELEVENTH: Grantor and Grantee agree that Grantor shall have the right to landscape the easement with shrubs and small trees which will not exceed 15 feet in height. Grantor shall further have the right to install a miniature train track and a small engine shed across the permanent easement, but the train track and engine shed will be placed only aboveground and will not be affixed by a permanent foundation or structure to allow Grantee the right to maintain its pipeline. Grantor further agrees to notify Grantor at least 30 days prior to construction of the miniature train track or engine shed.

TWELFTH: 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 11th day of January, 2000.

GRANTOR:

John E. Randle
JOHN E. RANDLE

Shirley Randle
SHIRLEY RANDLE

GRANTEE:

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

BY: Julie Rasmussen

NAME: Julie Rasmussen

TITLE: Authorized Agent

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Indiana)
COUNTY OF Lake) ss.:

On this the 11th day of January 2000, personally appeared before me John E. Randle
and Shirley Randle Husband and wife
signer(s) of the foregoing instrument, and acknowledged the same to be his/her/their free act and deed.

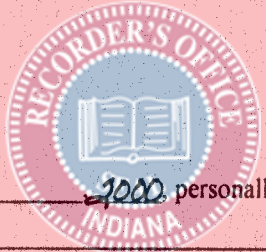
Notary Public Seal
JERON C. HANSON
Notary Public for Porter County, IN
My Commission Expires: Dec. 2, 2007

Document
NOT OFFICIAL!
Notary Public
My Commission Expires:
This Document is the property of
the Lake County Recorder!

STOP
CORPORATE ACKNOWLEDGEMENT

STATE OF Illinois)
COUNTY OF Will) ss.:

On this the 13th day of February 2000, personally appeared before me
Julie Rasmussen
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.



Larry Edwards

Notary Public
My Commission Expires:

"OFFICIAL SEAL"
LARRY EDWARDS
Notary Public, State of Illinois
My Commission Expires 06/10/03

JR

VECTOR PIPELINE
UEI JOB NO. 3179
TRACT NO. 02-02-169.010
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 17, TOWNSHIP 35 NORTH, RANGE 7 WEST, LAKE COUNTY, INDIANA AND BEING UPON, OVER, THROUGH AND ACROSS A PORTION OF LOT 13 OF NORTH MILL SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN BOOK 49, PAGE 2 OF THE PLAT RECORDS OF LAKE COUNTY, INDIANA AND BEING CERTAIN TRACT OF LAND CONVEYED TO JOHN E. RANDLE, ET UX AS DESCRIBED BY INSTRUMENT RECORDED UNDER DOCUMENT NO. 787765 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 northeast corner of said Section 17;

THENCE South $00^{\circ} 00' 30''$ East, along the east line of said Section 17, a distance of 2551.77 feet to a point in the north right of way line of the Grand Trunk Western Railroad;

THENCE North $78^{\circ} 14' 27''$ West, along the north right of way line of the said Grand Trunk Railroad, a distance of 836.22 feet to the POINT OF BEGINNING of the herein described baseline;

THENCE North $39^{\circ} 20' 57''$ East, a distance of 210.05 feet to an angle point of the herein described baseline;

THENCE South $87^{\circ} 40' 20''$ East, a distance of 43.04 feet to a point in the east line of said lot 13 and being the POINT OF TERMINATION of the herein described baseline, from which the northeast corner of said lot 13 bears, North $07^{\circ} 16' 57''$ East, a distance of 90.35 feet, said baseline having a total length of 253.09 feet or 15.34 rods, said permanent easement containing a total of 0.31 acre, more or less.

TEMPORARY WORK SPACE

Being a fifty (50) feet wide strip of land, parallel with and adjacent to the south 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 north 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 or the northerly right of way line of the said Grand Trunk Western Railroad and containing 0.29 acre, more or less.

ADDITIONAL TEMPORARY WORK SPACE

Being an irregular shaped tract of land and being all of said lot 13 south and east of the southerly line of the above described fifty (50) feet wide Temporary Work Space and containing 0.13 acre, more or less.

S:\3179\SURVEY\DESC\INDIANA\IN5261.WPD



Handwritten initials or signature.