

6 R/W No.: 02-02-127, 128

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

2000 016931

FOR RECORDER'S USE ONLY

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, James H. Strong, whose mailing address is 9290 Clay Street, Merrillville, IN 46410, (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.

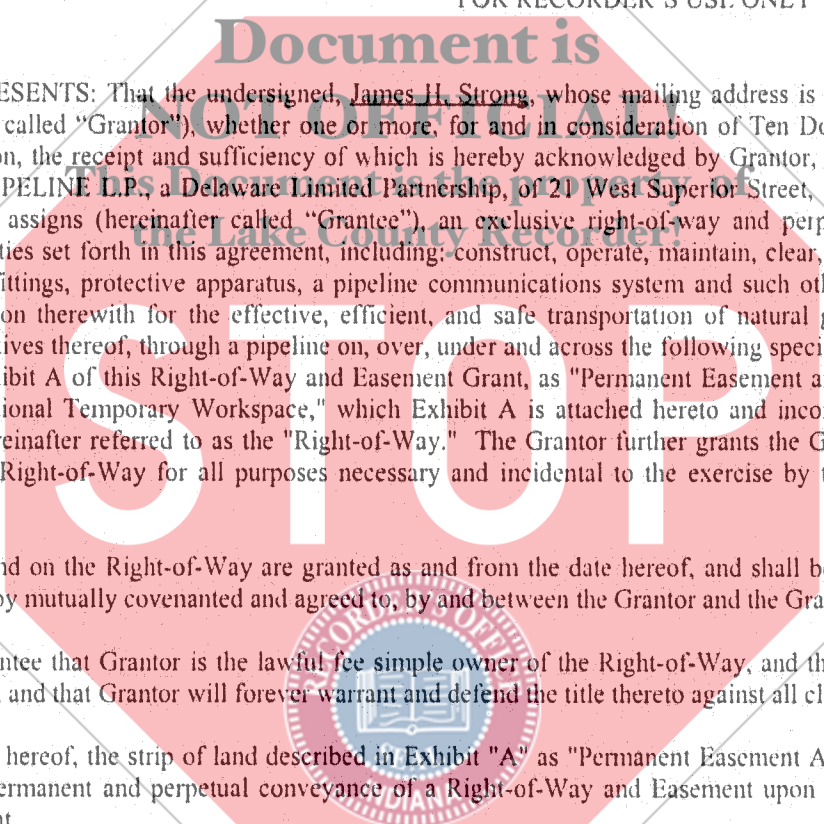
FIRST: Grantor covenants with Grantee that Grantor is the lawful fee simple owner of the Right-of-Way, and that Grantor has the right and authority to make this grant, and that Grantor will forever warrant and defend the title thereto against all claims whatsoever.

SECOND: 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 accepted by depositing the same in the United States Post Office, with postage fully prepaid, by certified mail, receipt requested, addressed to Grantor at 7324 Randolph St., Hammond, 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.



DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

FILED

PETER BENJAMIN LAKE COUNTY AUDITOR

CK # 00561

6 pages

R/W NO. 02-02-127, 128
Amended 3-2-2000

1066

2601000561

25x10

SIXTH: The Grantee shall, at the time of construction, bury said pipeline at a depth of five (5') feet West of Clay Street. On the East side of Clay Street Grantee shall bury said pipe 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: 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 fifteen feet (15') in width, approximately three-hundred feet (300') in length, and shall be at the location shown on Exhibit "B" attached hereto. 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.

ELEVENTH: Grantor reserves the right to construct streets, sidewalks and utilities across, but not along the Right-of-Way with the exception of the paragraph herein stated. 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.

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 3rd day of MARCH, 2000

GRANTOR:

James H Strong
JAMES H. STRONG

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 3rd day of MARCH, 2000, personally appeared before me

JAMES H. STRONG

signer of the foregoing instrument, and acknowledged the same to be his ~~his~~ free act and deed.

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

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



CORPORATE ACKNOWLEDGEMENT

STATE OF Illinois)
COUNTY OF Will) ss.

On this the 9th day of March, 2000 personally appeared before me

Julie Rasmussen

acting in ~~her~~ 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 ~~her~~ her free act and deed as Authorized Agent of such General Partner and the free act and deed of said partnership.

Marcie L. Foster

Notary Public
My Commission Expires:

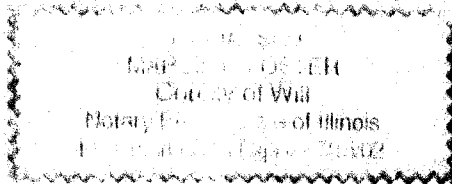
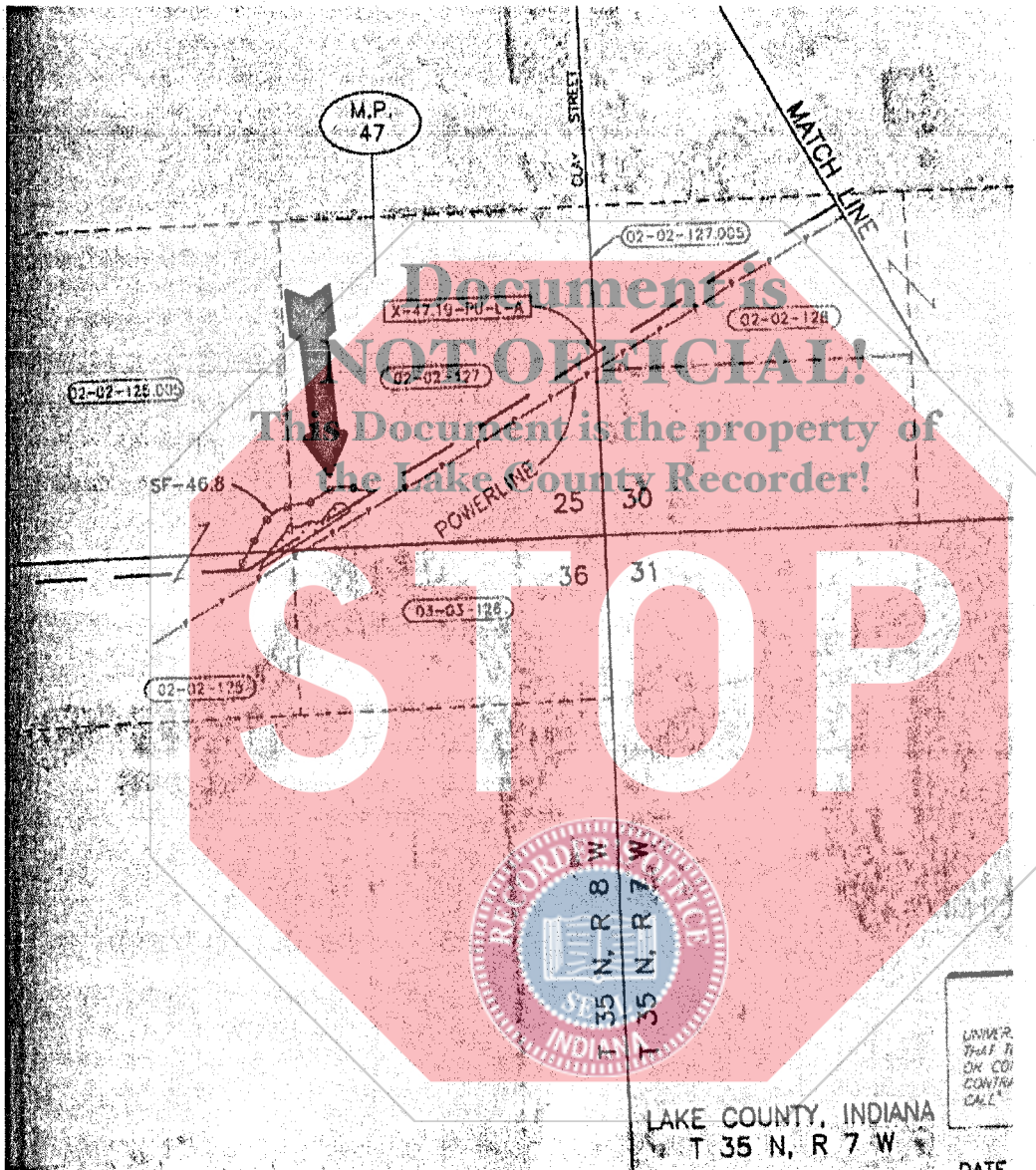


EXHIBIT B

SKETCH OF ACCESS ROAD

SECTION 25 TWP 35N RANGE 8W



JH L

R/W NO. 02-02-127, 128

PAGE 4 OF 6

Existing Pipeline -----
Proposed Vector Pipeline ————

25 X 17

EXHIBIT A

VECTOR PIPELINE
UEI JOB NO. 3179
TRACT NO. 02-02-127 & 128
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 25, TOWNSHIP 35 NORTH, RANGE 8 WEST, AND SECTION 30, 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 JAMES H. STRONG, AS DESCRIBED BY INSTRUMENT RECORDED UNDER DOCUMENT NOS. 95089378 AND 96039923 OF THE OFFICE OF THE REGISTER OF DEEDS OF LAKE COUNTY, INDIANA, (REFERRED HEREINAFTER TO AS THE "ABOVE REFERENCED TRACT OF LAND"), SAID FIFTY (50) FEET WIDE PERMANENT EASEMENT AND RIGHT OF WAY BEING SITUATED 35 FEET SOUTHEASTERLY OF AND 15 FEET NORTHWESTERLY OF THE HEREIN DESCRIBED BASELINE, SAID BASELINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a 1/4-inch iron rod found marking the southeast corner of said Section 25 for the southeast corner of the above referenced tract of land, as described in the said above referenced Document No. 95089378;

THENCE South 89° 43' 17" West, along the south line of said above referenced tract of land (Document No. 95089378), a distance of 1328.66 feet to the southwest corner of the said above referenced tract of land (Document No. 95089378);

THENCE North 0° 11' 19" West, along the west line of said above referenced tract of land (Document No. 95089378), a distance of 111.05 feet to a point 60 feet northerly of, at right angles to, an existing North Indiana Public Service Company power line and being the **POINT OF BEGINNING** of the herein described baseline;

THENCE North 60° 50' 39" East, along a line 60 feet northwesterly of, and parallel with the said existing power line, a distance of 1375.71 feet to an angle point of the herein described baseline;

THENCE North 63° 12' 24" East, along a line 60 feet northwesterly of, and parallel with the said existing power line, a distance of 1193.95 feet to a point in the north line of the above referenced tract of land (Document No. 96039923) and being the **POINT OF TERMINATION** of the herein described baseline, from which the northeast corner of the above referenced tract of land (Document No. 96039923) bears, South 89° 33' 31" East, a distance of 1684.43 feet East, said baseline having a total length of 2569.66 feet or 155.74 rods, said Permanent Easement and Right of Way containing 2.98 acres, more or less.

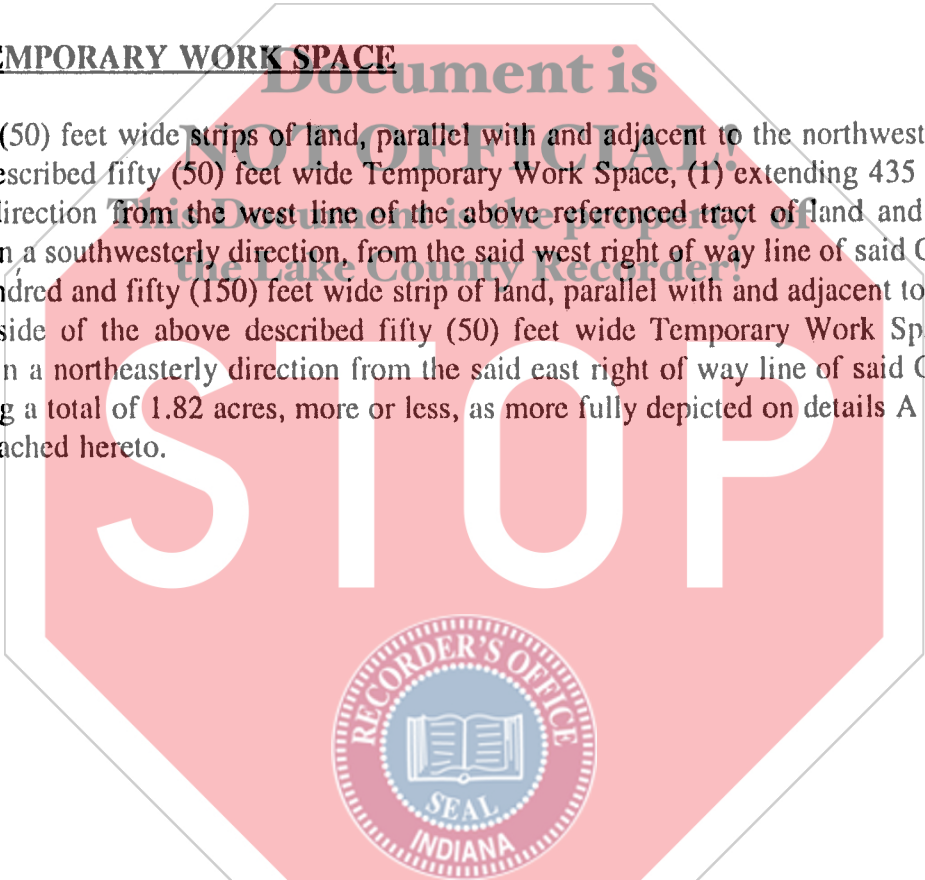
EXHIBIT A

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 (50) feet wide Permanent Easement and Right of Way, and a ten (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 Work Spaces, at the beginning and termination of the said Permanent Easement and Right of Way lines, to intersect with the said west line of the above referenced tract of land (Document No. 95089378), the west and east lines of Clay Street and the said north line of the above referenced tract of land (Document No. 96039923) and containing a total of 3.45 acres, more or less, as more fully depicted on details A and B, upon the plat attached hereto.

ADDITIONAL TEMPORARY WORK SPACE

Being two (2) fifty (50) feet wide strips of land, parallel with and adjacent to the northwesterly side of the above described fifty (50) feet wide Temporary Work Space, (1) extending 435 feet in a northeasterly direction from the west line of the above referenced tract of land and (2) extending 125 feet in a southwesterly direction, from the said west right of way line of said Clay Street and a one-hundred and fifty (150) feet wide strip of land, parallel with and adjacent to the said northwesterly side of the above described fifty (50) feet wide Temporary Work Space, extending 300 feet in a northeasterly direction from the said east right of way line of said Clay Street and containing a total of 1.82 acres, more or less, as more fully depicted on details A and B, upon the plat attached hereto.



Attached To and Made a Part Of That Certain Right-of-Way and Easement Grant
Executed By James H. Strong In Favor of Vector Pipeline, L.P. and
Dated MARCH 3, 2008

James H. Strong
JAMES H. STRONG