

STATE OF INDIANA
LAKE COUNTY
RECORDS DEPARTMENT

R/W No.: 02-02-020

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**RIGHT-OF-WAY AND
EASEMENT GRANT**

FILED

RECORDED

Prepared by:

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

MAR 10 2000

PETER BENJAMIN
LAKE COUNTY AUDITOR

Return to:

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

FOR RECORDER'S USE ONLY

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Peoples Bank, a Federal Savings Bank, now known as Peoples Bank SB, Trustee under trust agreement dated May 26, 1994, and known as Trust Number 10127, a corporation, whose mailing address is 141 W. Lincoln Highway, Schererville, IN 46375 (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" and "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 strip of land described in Exhibit "A" as "Temporary Workspace" constitutes a temporary easement and right 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 141 W. Lincoln Highway, Schererville, IN 46375 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.

25x10

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 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: 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.

ELEVENTH: Grantor represents and warrants that the individual signing below is authorized to execute this instrument on behalf of Peoples Bank SB, a corporation, in its capacity as the Trustee of the Peoples Bank SB Land Trust Number 10127 Dtd 5-26-94 Trust pursuant to that certain trust indenture named Peoples Bank SB Land Trust Number 10127 Dtd 5-26-94, dated May 26, 1994. The Grantor further represents and warrants that the Trust's Tax Identification Number is 35-1922998.

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 26th day of May ~~February~~, 2000.

GRANTOR:

PEOPLES BANK, A FEDERAL SAVINGS BANK,
NOW KNOWN AS PEOPLES BANK SB,
Trustee under trust agreement dated May 26, 1994,
and known as Trust Number 10127

BY: See Attached
ITS: _____
BY: _____
ITS: _____



GRANTEE:

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

BY: Julie Rasmussen
NAME: Julie Rasmussen
TITLE: Authorized Agent

CORPORATE SEAL

CORPORATE ACKNOWLEDGEMENT

STATE OF Illinois)
) ss.:
COUNTY OF Will)

On this the 26th 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:

This Document is the property
of the Lake County Recorder

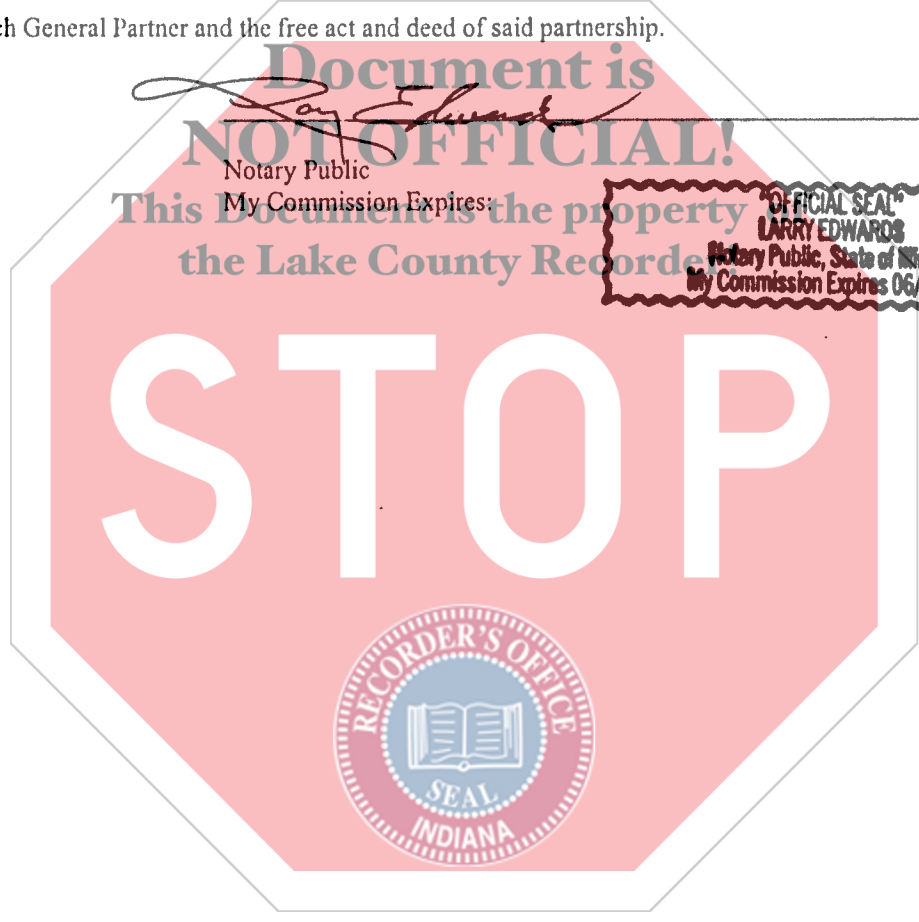


EXHIBIT A

VECTOR PIPELINE
UEI JOB NO. 3179
TRACT NO. 02-02-020
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 4, TOWNSHIP 34 NORTH, RANGE 9 WEST, LAKE COUNTY, INDIANA AND BEING UPON, OVER, THROUGH AND ACROSS A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO PEOPLES BANK, AS DESCRIBED BY INSTRUMENT RECORDED UNDER DOCUMENT NO. 94052449 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 NORTH OF AND 15 FEET SOUTH OF, THE HEREIN DESCRIBED BASELINE, SAID BASELINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found marking the northwest corner of said Section 4;

THENCE South 00° 30' 23" West, along the west line of said section 4, a distance of 1068.66 feet to a point;

THENCE South 89° 06' 15" East, a distance of 57.70 feet to a point in the west line, of the above referenced tract and being the POINT OF BEGINNING of the herein described baseline;

THENCE South 89° 06' 15" East, a distance of 3.93 feet to a point 45 feet southerly of, perpendicular to and parallel with an existing power line and being an angle point of the herein described baseline;;

THENCE South 88° 47' 58" East, along a line 45 feet southerly of, perpendicular to and parallel with the above referenced power line a distance of 603.17 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 northeast corner of the above referenced tract bears North 00° 30' 23" East, a distance of 117.44 feet, said baseline having a total length of 607.10 feet or 36.79 rods, said permanent easement containing a total of 0.70 acres, more or less.

EXHIBIT A

TEMPORARY WORK SPACE

Being a strip of land, twelve (12) feet wide on the west end and eight (8) feet wide on the east end, parallel with and adjacent to the south side of the above described fifty (50) feet wide permanent easement and right of way, and a 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 easement, at the beginning and termination of the said permanent easement lines, to intersect with the above referenced property's lines, and containing 0.28 acres, more or less.

REVISED 1/06/00
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Attached To and Made a Part Of That Certain Right-of-Way and Easement Grant Executed By Peoples Bank, a Federal Savings Bank, now known as Peoples Bank SB, Trustee under Trust Agreement dated May 26, 1994, and known as Trust Number 10127 In Favor of Vector Pipeline, L.P. and Dated Feb. 26, 2000

PEOPLES BANK, A FEDERAL SAVINGS BANK,
NOW KNOWN AS PEOPLES BANK SB,
Trustee under Trust Agreement dated May 26, 1994,
and known as Trust Number 10127

BY: SEE ATTACHED

ITS: _____

BY: _____

ITS: _____

CORPORATE SEAL

Attachment to Right-of-Way and Easement Grant and Exhibit "A" for Land Trust #10127.

THIS INSTRUMENT is executed by the undersigned Trustee, not personally but solely as Trustee under the terms of that certain agreement dated the 226th day of May A.D. 1994, creating Trust No. 10127; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended not as personal covenants, undertakings, representations and agreements of the trustee, individually or for the purpose of binding it personally, but this instrument is executed and delivered by Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank as trustee, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank, on account hereof, or on account of any covenant, undertaking, representation or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof. Nothing contained herein will be construed as creating any liability on said Trustee, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA) or the Indiana Responsible Property Transfer Law ("RPTL") as amended from time to time or any other federal, state or local law, rule or regulation. Said Trustee, personally, is not a "Transferor" or "Transferee" under RPTL and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument. IN WITNESS WHEREOF, Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank has caused its name to be signed to these presents by its Senior Vice-President and Trust Officer and attested by its Administrative Secretary the day and year first above written.

Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank as Trustee aforesaid and not personally
By: [Signature]
Jon E. DeGuilio
Senior Vice-President and Trust Officer

ATTEST:
By: [Signature]
Audrey Tredway
Administrative Secretary



State of Indiana)
) SS:
County of Lake)

I, Joyce M. Barr a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Jon E. DeGuilio and Audrey Tredway of PEOPLES BANK SB an Indiana Corporation, f/k/a Peoples Bank, A Federal Savings Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Senior Vice-President and Trust Officer and Administrative Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of the said Indiana Corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24th day of February, 2000.
My Commission Expires:
03/18/08

[Signature]
Notary Public Signature - Joyce M. Barr
Resident of Lake County

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