

R/W No.: 02-02-029, 031, 033

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

2000 017107

STATE OF INDIANA
LAKE COUNTY

MAR 10 2000

FILED

MAR 10 2000

**PETER BENJAMIN
LAKE COUNTY AUDITOR**

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

FOR RECORDER'S USE ONLY

Document is

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Dale Huseman, as Successor Trustee of the Marital and Residuary Trusts Created by the Last Will and Testament of Eugene G. Huseman, whose mailing address is 10179 Parrish 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" 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 10179 Parrish 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 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

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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 the Marital and Residuary Trust pursuant to that certain trust indenture named Dale Huseman, dated 2-15, 192000. Grantor further represents and warrants that the Trust's Tax Identification Number is Marital-35-6205481 Residuary-35-6210377

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 15th day of February, 2000.

GRANTOR:

Dale Huseman as Successor Trustee
Dale Huseman, as Successor Trustee of the Marital and Residuary Trusts Created by the Last Will and Testament of Eugene G. Huseman

GRANTEE:

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

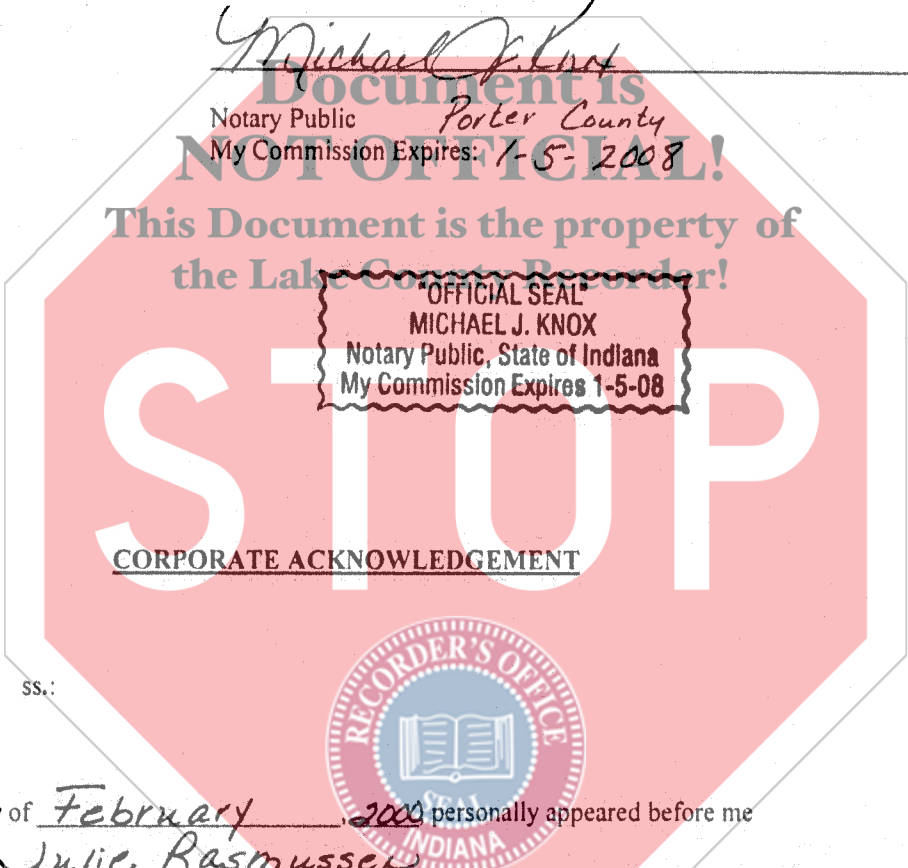
BY: Julie Rasmussen
NAME: Julie Rasmussen
TITLE: Authorized Agent

ACKNOWLEDGEMENT

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

On this the 15th day of February, 2000, personally appeared before me Dale Huseman, who being by me duly sworn, did say on oath that he is the Successor Trustee of The Marital and Residuary Trusts Created by the Last Will and Testament of Eugene G. Huseman and said instrument was signed by the said Dale Huseman in his capacity, as Successor Trustee and on behalf of said Trust as duly authorized by the Trust document, and said Dale Huseman acknowledged to me the he executed this instrument for the purposes and consideration therein expressed, and acknowledged the same to be his free act and deed.

Michael J. Knox
Notary Public Porter County
My Commission Expires: 1-5-2008



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

On this the 15th 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.

Michael J. Knox
Notary Public Porter County
My Commission Expires:

"OFFICIAL SEAL"
MICHAEL J. KNOX
Notary Public, State of Indiana
My Commission Expires 1-5-08

VECTOR PIPELINE
UEI JOB NO. 3179
TRACT NO. 02-02-029, 031 & 033
LAKE COUNTY, INDIANA

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 3 & 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 DALE HUSEMAN AS SUCCESSOR TRUSTEE, AS DESCRIBED BY INSTRUMENT RECORDED UNDER DOCUMENT NO. 98089846 OF THE OFFICE OF THE REGISTER OF DEEDS OF LAKE COUNTY, INDIANA, (REFERRED HEREINAFTER TO AS THE "ABOVE REFERENCED TRACT OF LAND"), SAID 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 1/2-inch iron rod found marking the northwest corner of said Section 4;

THENCE South 89° 16' 30" East, along the north line of said Section 4, a distance of 3987.89 feet to the most northerly, northwest corner of the above referenced tract of land;

THENCE South 00° 19' 24" West, along the upper west line of the above referenced tract of land, a distance of 707.20 feet to a point 105 feet southerly at right angles of the southern most of (2) two existing ANR Pipeline Company pipelines and being the **POINT OF BEGINNING** of the herein described baseline;

THENCE South 87° 50' 00" East, along a line 105 feet southerly of and parallel with the said existing pipeline, a distance of 1537.39 feet to an angle point of the herein described baseline;

THENCE North 82° 09' 04" East, along a line 105 feet southerly of and parallel with said existing pipeline, a distance of 40 feet to an angle point of the herein described baseline;

THENCE North 72° 08' 09" East, along a line 105 feet southerly of and parallel with the said existing pipeline, a distance of 2343.29 feet to a point in the north line of the above referenced tract of land and being the **POINT OF TERMINATION** of the herein described baseline, from which the northeast corner of the above referenced tract of land bears, South 89° 26' 22" East, a distance of 190.72 feet, said baseline having a total length of 3920.59 feet or 237.61 rods, said Permanent Easement and Right of Way containing a total of 4.46 acres, more or less.

TEMPORARY WORK SPACE

Being a fifty (50) feet wide strip of land, adjacent to and parallel with 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 lines and/or the west and east right of way lines of Parrish Road and containing 5.43 acres, more or less, as more fully depicted on Details A & B upon the plat attached hereto.

ADDITIONAL TEMPORARY WORK SPACE

Being three (3) fifty (50) feet wide strips of land, adjacent to and parallel with the southerly side of the above described fifty (50) feet wide Temporary Work Space, (1) extending 125 feet in an easterly direction, from the east right of way line of said Parrish Road, (2) extending 106 feet in a southwesterly direction from the east line of the above referenced tract of land and (3) extending 250 feet in a southwesterly direction from a point being located 337 feet southwesterly from the said east line and a one hundred fifty (150) feet wide tract of land adjacent to and parallel with to the southerly side of the above described fifty (50) feet wide Temporary Work Space, extending 300 feet in a westerly direction from the west right of way line of said Parrish Road and containing a total of 1.46 acres, more or less, as more fully depicted on Details A & B upon the plat attached hereto.

REVISED 02/12/2000
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