

R/W No.: 02-02-129, 130

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
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PETER BENJAMIN RECORDER'S USE ONLY
LAKE COUNTY AUDITOR

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Focus Partnership I, an Indiana Partnership, whose mailing address is 660 Morthland Dr., Valparaiso, IN 46385, (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"), a 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 reasonably 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: 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 660 Morthland Dr., Valparaiso, IN 46385 or at such other address as may be specified in writing by Grantor or Grantor's successors or assigns, from time to time.

FIFTH: 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, wetlands mitigation work 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. In addition, no action taken by the Grantee should interfere with the requirements currently imposed on the real estate in connection with the current wetlands mitigation arrangement. 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.

SIXTH: 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 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.

SEVENTH: 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.

EIGHTH: 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.

NINTH: 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 reasonable 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. Grantor shall notify Grantee by certified mail with return receipt, and in the event there are no objections from Grantee within the thirty day time period, the proposal would be deemed approved.

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 its representative signing below is duly authorized to execute this instrument on behalf of the Grantor. Grantor further represents and warrants that it is a GENERAL partnership, organized under the laws of the State of INDIANA, and whose Taxpayer Identification Number is 35-726066.

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 8th day of MARCH, 2000.

GRANTOR:

**FOCUS PARTNERSHIP I,
AN INDIANA PARTNERSHIP**

BY: [Signature]
ITS: Partner

BY: [Signature]
ITS: Partner

GRANTEE:

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

BY: [Signature]
NAME: Julie Rasmussen
TITLE: Authorized Agent



PARTNERSHIP ACKNOWLEDGEMENT

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

On this the 8th day of March, 2000, personally appeared before me, Jerald J. Good, who being by me duly sworn, did say on oath that he/she is ~~the~~ a Partner of Focus Partnership I, Partnership and said instrument was signed by said Jerald J. Good on behalf of said partnership by authority of its partners, and said Jerald J. Good acknowledged said instrument to be the free act and deed of said partnership and was executed for the purposes and consideration therein expressed.

Dayna L. Gouwens

Dayna L. Gouwens
Notary Public
My Commission Expires: 5/11/2007
My Resident County: Lake

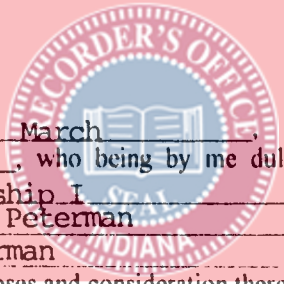
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the Lake County Recorder!

STOP

PARTNERSHIP ACKNOWLEDGEMENT

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

On this the 8th day of March, 2000, personally appeared before me, John M. Peterman, who being by me duly sworn, did say on oath that he/she is ~~the~~ a Partner of Focus Partnership I, Partnership and said instrument was signed by said John M. Peterman on behalf of said partnership by authority of its partners, and said John M. Peterman acknowledged said instrument to be the free act and deed of said partnership and was executed for the purposes and consideration therein expressed.



Dayna L. Gouwens

Dayna L. Gouwens
Notary Public
My Commission Expires: 5/11/2007
My Resident County: Lake

CORPORATE ACKNOWLEDGEMENT

STATE OF Illinois
COUNTY OF Will) ss.:

On this the 14th 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
NOT OFFICIAL!

Notary Public
My Commission Expires: _____
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the Lake County Recorder!

STOP



VECTOR PIPELINE
UEI JOB NO. 3179
TRACT NO. 02-02-129 & 130
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 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 FOCUS PARTNERSHIP I, AS DESCRIBED BY INSTRUMENT RECORDED UNDER DOCUMENT NO. 93006217 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 SOUTHERLY OF AND 15 FEET NORTHERLY OF, THE HEREIN DESCRIBED BASELINE, SAID BASELINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at 1/4 inch iron rod found marking the southwest corner of said Section 30;

THENCE North 00° 17' 09" West, along the west line of said Section 30, a distance of 1320.31 feet to the southwest corner of the above referenced tract;

THENCE South 89° 33' 00" East, along the south line of the above referenced property, a distance of 944.51 feet to the **POINT OF BEGINNING** of the herein described baseline;

THENCE North 63° 12' 24" East, along a line 60 feet northwesterly of, perpendicular to and parallel with the centerline of Northern Indiana Public Service Co. (NIPSCO) existing power line, a distance of 1114.00 feet to an angle point of the herein described baseline;

THENCE North 52° 44' 32" East, a distance of 40.00 feet to an angle point of the herein described baseline;

THENCE North 42° 16' 41" East, a distance of 40.00 feet to an angle point of the herein described baseline;

THENCE North 31° 48' 49" East, a distance of 40.00 feet to an angle point of the herein described baseline;

THENCE North 21° 20' 58" East, a distance of 40.00 feet to an angle point of the herein described baseline;

THENCE North 10° 53' 06" East, a distance of 40.00 feet to an angle point of the herein described baseline;

THENCE North 00° 25' 15" East, a distance of 507.20 feet to a point in the southwesterly line of the Chicago and Cincinnati Railroad and being the **POINT OF TERMINATION** of the herein described baseline, from which the northwest corner of the above referenced tract bears North 60° 05' 44" West, a distance of 2371.08 feet, said baseline having a total length of 1821.20 feet or 110.38 rods, said permanent easement containing a total of 2.07 acres, more or less.

TEMPORARY WORK SPACE

Being a fifty (50) feet wide strip of land, parallel with and adjacent to the northerly 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 southerly 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 2.56 acres, more or less, more or less, as more fully depicted on Detail A upon the plat attached hereto.

ADDITIONAL TEMPORARY WORK SPACE

Being an eighty (80) feet wide strip of land, parallel with and adjacent to the northerly side of the above described fifty (50) feet wide Temporary Work Space, extending 200 feet in a southwesterly direction, from a point 942 feet northeasterly of the south line of the above referenced tract of land and containing 0.37 acres, more or less, as more fully depicted on Detail A upon the plat attached hereto.

Revised 2-19-00

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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.

SIXTH: 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 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.

SEVENTH: 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

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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 its representative signing below is duly authorized to execute this instrument on behalf of the Grantor. Grantor further represents and warrants that it is a GENERAL partnership, organized under the laws of the State of INDIANA, and whose Taxpayer Identification Number is 35-724066.

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 8th day of MARCH, 2000.

GRANTOR:

**FOCUS PARTNERSHIP I,
AN INDIANA PARTNERSHIP**

BY: [Signature]
ITS: Partner

BY: [Signature]
ITS: Partner

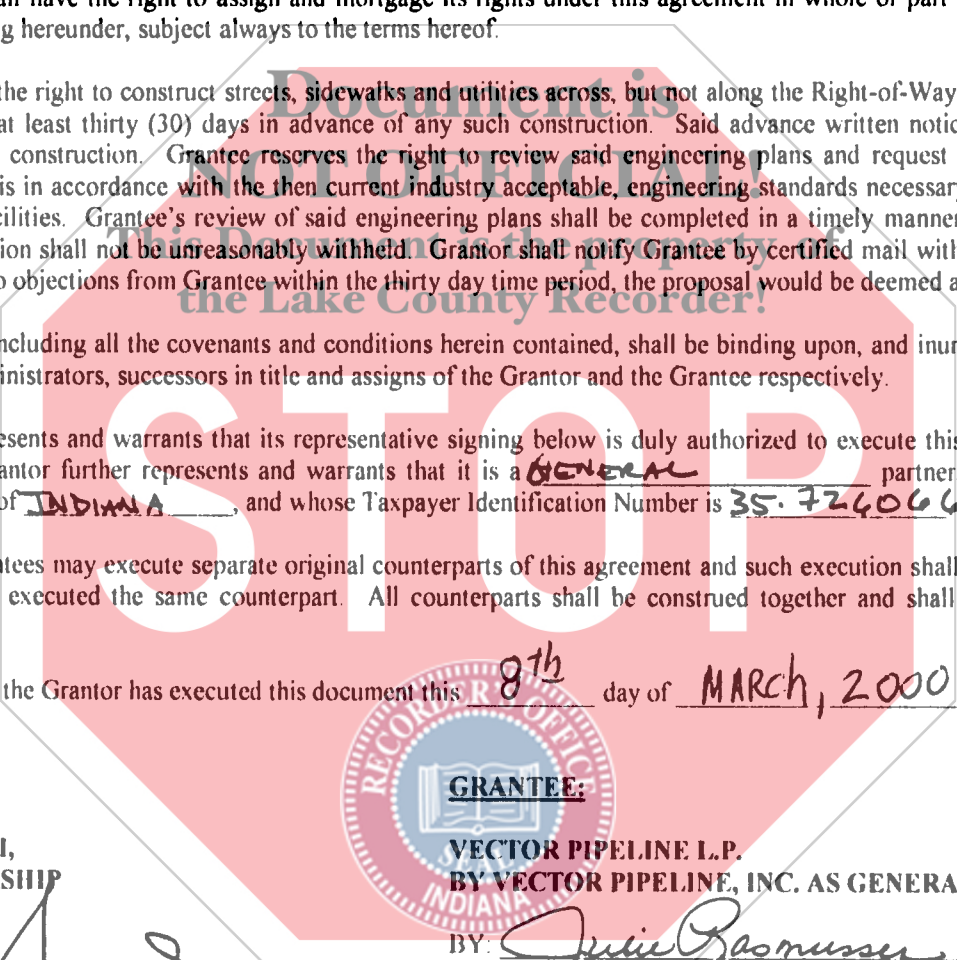
GRANTEE:

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

BY: [Signature]

NAME: Julie Rasmussen

TITLE: Authorized Agent



PARTNERSHIP ACKNOWLEDGEMENT

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) ss.:
COUNTY OF LAKE)

On this the 8th day of March, 2000, personally appeared before me, Jerald J. Good, who being by me duly sworn, did say on oath that he/she is ~~is~~ a Partner of Focus Partnership I, Partnership and said instrument was signed by said Jerald J. Good on behalf of said partnership by authority of its partners, and said Jerald J. Good acknowledged said instrument to be the free act and deed of said partnership and was executed for the purposes and consideration therein expressed.



Dayna L. Gouwens

Dayna L. Gouwens
Notary Public
My Commission Expires: 5/11/2007
My Resident County: Lake

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Marcie L. Foster

NOT OFFICIAL!
Notary Public
My Commission Expires:

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the Lake County Recorder!**

STOP



VECTOR PIPELINE
UEI JOB NO. 3179
TRACT NO. 02-02-129 & 130
LAKE COUNTY, INDIANA

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Revised 2-19-00

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