

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  
FILED

2000 018717

2000 MAR 20 PM 12:11

NO. 11111111  
REC. 11111111

**FILED**

MAR 21 2000

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