

LAKE COUNTY
FILED

R/W No.: 02-02-077

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

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

FILED

MAR 29 2000

PETER BENJAMIN
LAKE COUNTY AUDITOR

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

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KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Mrs. Ardith Fitzpatrick and Mrs. Donna Bley, daughters of Thelma Becker, (an undivided 1/2 interest), whose mailing address is 1325 7th St., South, Bay Terrace #70, Naples, FL 34102. (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 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 1325 7th St. South, Bay Terrace #70, Naples, FL 34102 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.

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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 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. This paragraph shall, however, be subject to provisions under Paragraphs 11 & 12.

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 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 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.

ELEVENTH: Notwithstanding the above, Grantor further reserves the right to construct an asphalt parking lot on top of said Right of Way provided Grantor notifies 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. In the event that Grantor elects to construct a parking lot on the subject Right of Way, Grantor agrees to indemnify, defend, hold harmless and reimburse Grantee for any damages or injuries that arise out of Grantor's construction, maintenance, repair, replacement or utilization of said asphalt parking lot, including, but not limited to, damages to the pipeline. Grantor further agrees that Grantee shall not be responsible for repair of any asphalt paved parking lot across the Right of Way which may be damaged during construction, maintenance, repair, replacement or operation of the pipeline.

TWELFTH: In the event there are crops growing at the time of construction, Grantee shall pay to the Lessee (or Tenant) any damage payment for annual crops based on the then current commodity prices and the estimated yield.

THIRTEENTH: 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 19th day of January, 2000

GRANTOR:

Ardith Fitzpatrick
MRS. ARDITH FITZPATRICK

MRS. DONNA BLEY

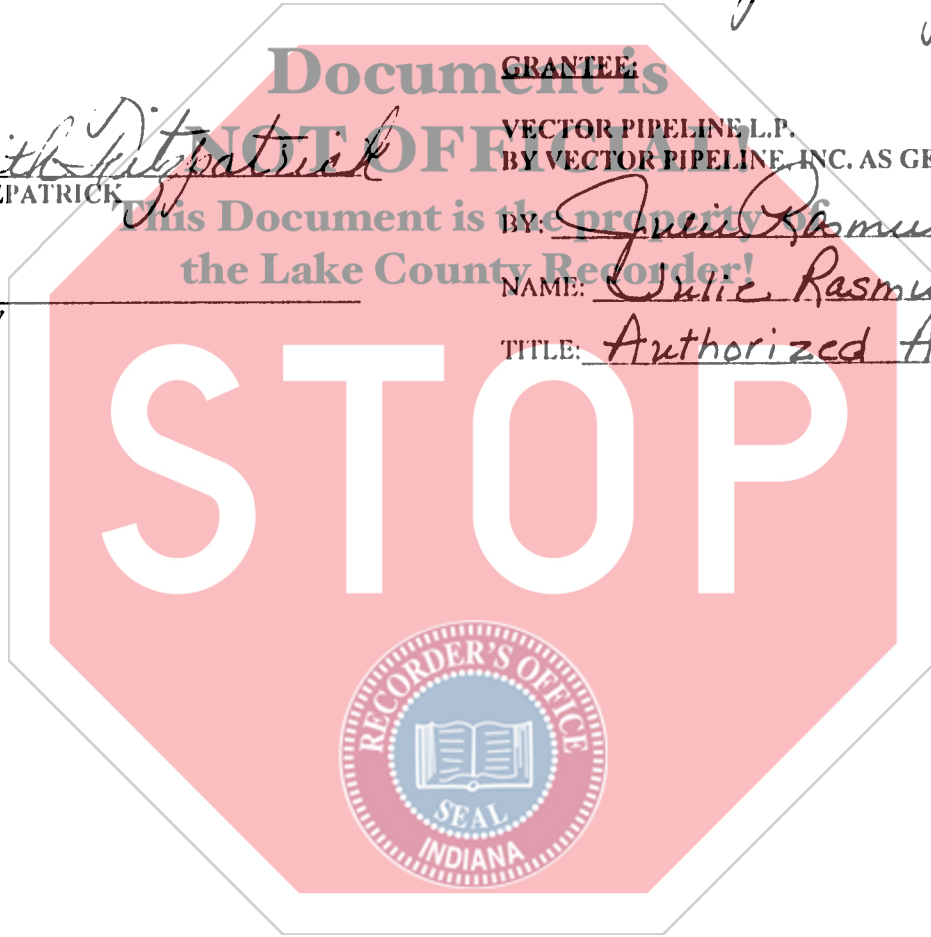
GRANTEE:

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

BY: Julie Rasmussen

NAME: Julie Rasmussen

TITLE: Authorized Agent



INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Collier) ss.:

On this the 19th day of January, 2000, personally appeared before me Mrs. Curtis Fitzpatrick

signer(s) of the foregoing instrument, and acknowledged the same to be his/her/their free act and deed.

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Mary Ann Wenke
Notary Public
My Commission Expires:

OFFICIAL NOTARY SEAL
MARY ANN WENKE
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC677584
MY COMMISSION EXP. SEPT 4, 2001



CORPORATE ACKNOWLEDGEMENT

STATE OF Illinois
COUNTY OF Will) ss.:

On this the 22nd 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 ~~his~~ 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:

"OFFICIAL SEAL"
MARCIE L. FOSTER
County of Will
Notary Public, State of Illinois
My Commission Expires 7/15/02

VECTOR PIPELINE
UEI JOB NO. 3179
TRACT NO. 02-02-077
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 8 WEST, LAKE COUNTY, INDIANA AND BEING UPON, OVER, THROUGH AND ACROSS A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO LAKE COUNTY TRUST CO. TRUSTEE, ET AL, AS DESCRIBED BY INSTRUMENT RECORDED UNDER FILE NO. 586133 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 NORTHWESTERLY OF AND 15 FEET SOUTHEASTERLY OF THE HEREIN DESCRIBED BASELINE, SAID BASELINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a monument with a brass plug found marking the southeast corner of said Section 30;

THENCE North $88^{\circ} 40' 21''$ West, along the south line of said Section 30, a distance of 57.05 feet to a point in the east right of way line of an abandoned railroad and being the southwest corner of the above referenced tract of land;

THENCE North $28^{\circ} 56' 13''$ West, along the said east right of way, a distance of 801.63 feet to point 105 feet southerly of, at right angles to, the southern most of two (2) existing ANR Pipeline Company pipelines and being the **POINT OF BEGINNING** of the herein described baseline;

THENCE North $70^{\circ} 19' 58''$ East, along a line 105 feet southerly of and parallel with the said existing pipeline, a distance of 102.00 feet to an angle point of the herein described baseline;

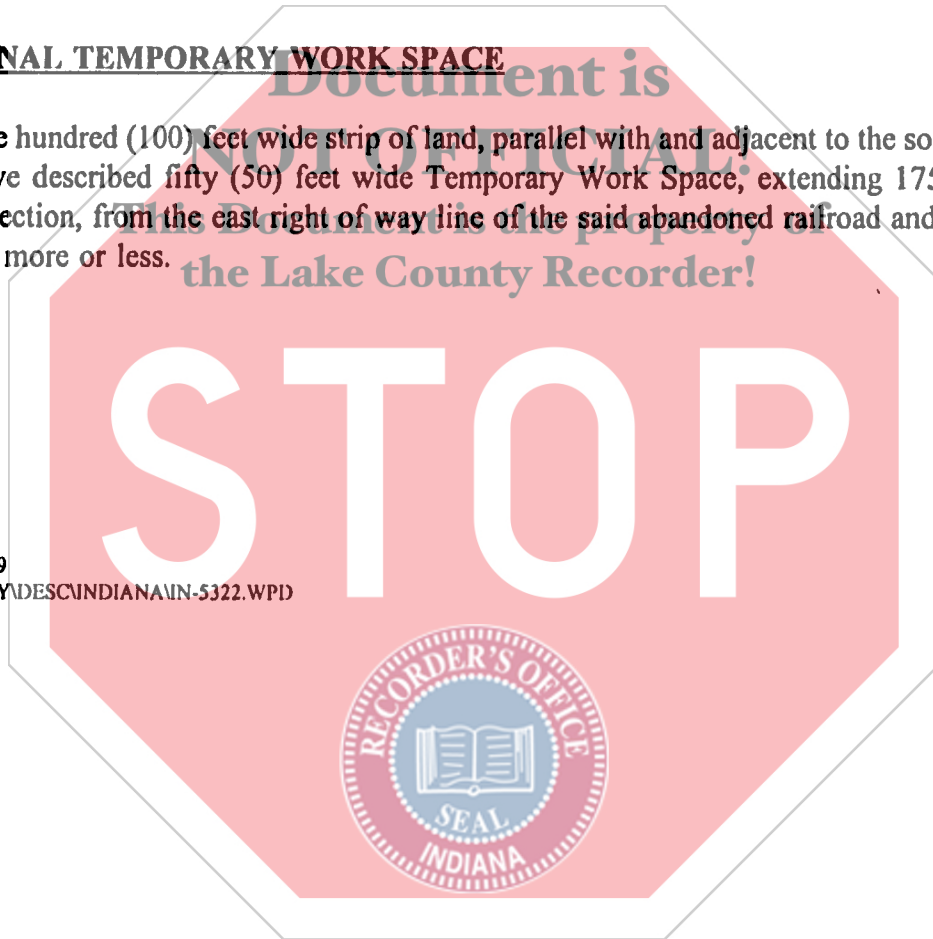
THENCE North $72^{\circ} 33' 21''$ East, along a line 105 feet southerly of and parallel with the said existing pipeline, a distance of 377.67 feet to a point in the east line of the above referenced tract of land and being the **POINT OF TERMINATION** of the herein described baseline, from which the northeast corner of the above referenced tract of land bears, North $00^{\circ} 46' 18''$ East, a distance of 437.73 feet, said baseline having a total length of 479.67 feet or 29.07 rods, said Permanent Easement and Right of Way containing 0.55 acres, more or less.

TEMPORARY WORK SPACE

Being a fifty (50) feet wide strip of land, parallel with and adjacent to the southerly side of the above described 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 Work Spaces, at the beginning and termination of the said Permanent Easement and Right of Way lines, to intersect with the property lines of the above referenced tract of land and containing a total of 0.66 acres, more or less.

ADDITIONAL TEMPORARY WORK SPACE

Being a one hundred (100) feet wide strip of land, parallel with and adjacent to the southerly side of the above described fifty (50) feet wide Temporary Work Space, extending 175 feet in an easterly direction, from the east right of way line of the said abandoned railroad and containing 0.40 acres, more or less.



Revised 11/15/99
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