

STATE OF MINNESOTA
LAKE COUNTY
FILED FOR RECORD

R/W No.: 02-02-010

2000 031536

2000 MAY -9 AM FILED

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

MORRIS W. CARTER
RECORDER MAY 17 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

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KNOW ALL MEN BY THESE PRESENTS: That the undersigned, ANR Pipeline Company, a corporation, whose mailing address is Attn: Land Department, 500 Renaissance Center, Detroit, MI 48243, (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, fittings, protective apparatus, and 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: 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.

SECOND: 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.

THIRD: 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 Attn: Land Department, 500 Renaissance Center, Detroit, MI 48243 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 SECOND of this agreement.

FOURTH: The Grantee shall, at the time of construction, bury said pipeline with a minimum 48 inches of cover, 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.

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FIFTH: 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, which will not be unreasonably withheld. Likewise, Grantor shall take no such actions in the Temporary Workspace or Additional Temporary Workspace until subsequent to the date determined consistent with paragraph SECOND hereof. Otherwise the Grantor shall have the right fully to use and enjoy said Right-of-Way so long as such use and enjoyment does not unreasonably interfere with 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, which requests shall not be unreasonably withheld.

SIXTH: 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 sole negligence or willful misconduct of Grantor, its agents, representatives, employees, contractors or invitees.

SEVENTH: 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.

EIGHTH: 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.

NINTH: Grantee agrees that there shall be no above-ground appurtenances or facilities, except markers or vent pipes as required at fence lines, property lines and roads, unless otherwise specifically pre-approved in writing by Grantor.

TENTH: If, after the completion of the initial construction of the pipeline, said pipeline is not used and none of the rights herein granted are exercised for a continuous period of thirty six (36) months, this Right-of-Way and Easement Grant shall become null and void. In such an event, Grantee's interest in the land encompassed by the Right-of-Way shall pass, free of charge, to the Grantor.

ELEVENTH: Upon completion of construction, Grantee will use a chisel plow to break-up underlying soil that has become compacted on cultivated lands within the permanent easement and temporary workspace to a depth of 18 inches.

TWELFTH: Within 60 days after completion of construction, Grantee shall restore the right-of-way as near as practicable to the original surface contours as it was before construction of the pipeline, remove all rock three (3) inches in diameter or larger brought to the surface in cultivated or grazing lands and properly prepare and seed all such grazing land with a seed mixture specified by the Grantor.

THIRTEENTH: Grantee agrees to notify Grantor at least 48 hours prior to commencing construction activities.

FOURTEENTH: Grantee will segregate up to twelve (12) inches of topsoil from the trench and trench spoil storage area of the right-of-way in agricultural and residential uplands. In backfilling the trench, the stockpiled subsoil material will be placed back into the trench before replacing the topsoil.

FIFTEENTH: Grantor reserves the right to construct streets, sidewalks and utilities. Grantor must notify Grantee, in writing, at least (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 ten 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.

SIXTEENTH: 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 Delaware corporation, organized under the laws of the State of Delaware, and whose Taxpayer Identification Number is 38-1281775.

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 1st day of May, 2000.

GRANTOR:

ANR PIPELINE COMPANY

BY: J. P. Lucido

TITLE: Sr. V.P.

BY: Raymond W. Martyniuk
Raymond W. Martyniuk

TITLE: _____

GRANTEE:

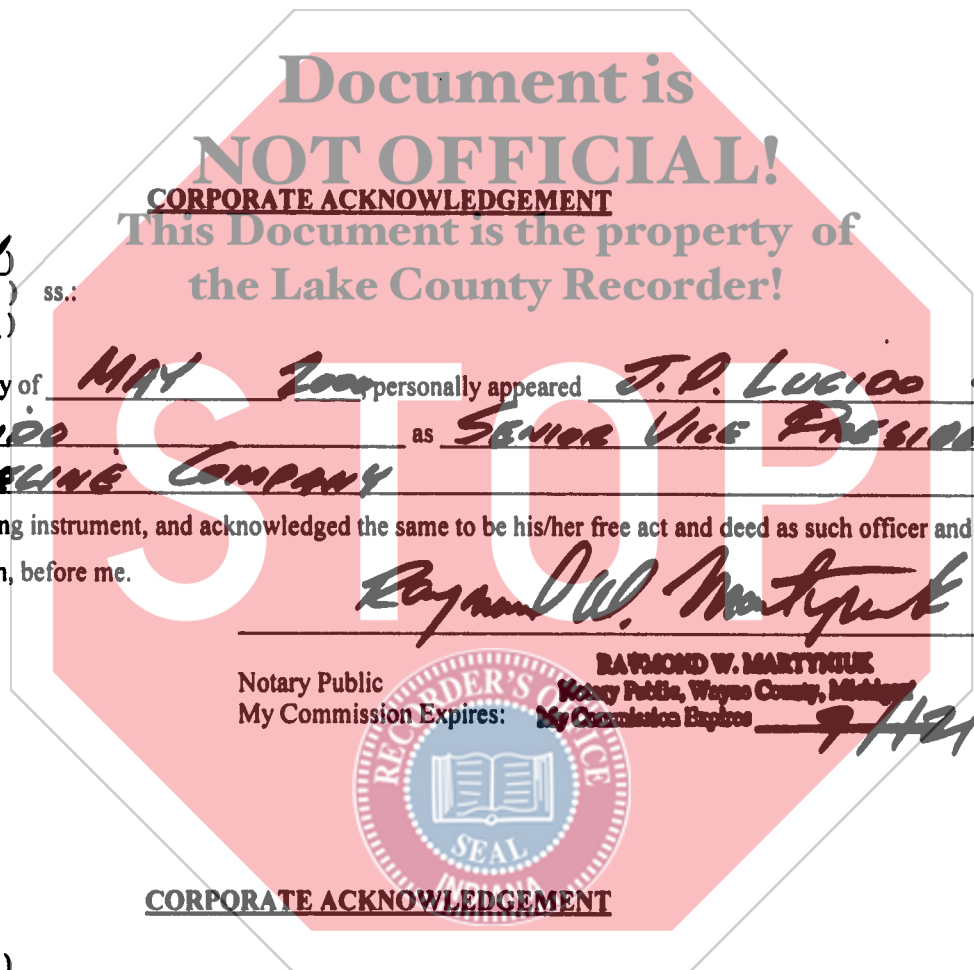
VECTOR PIPELINE L.P.
BY VECTOR PIPELINE, INC. AS GENERAL PARTNER

BY: Julie Rasmussen

NAME: Julie Rasmussen

TITLE: Authorized Agent

CORPORATE SEAL



STATE OF MICHIGAN

COUNTY OF WAYNE

ss.:

On this the 15th day of MAY, 2000, personally appeared J. P. LUCIDO AKA
JOHN P. LUCIDO as SENIOR VICE PRESIDENT
of ANR PIPELINE COMPANY

signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed as such officer and the free act and deed of said corporation, before me.

Raymond W. Martyniuk

Notary Public
My Commission Expires: _____

RAYMOND W. MARTYNIUK
Notary Public, Wayne County, Michigan
My Commission Expires 9/12/00



CORPORATE ACKNOWLEDGEMENT

STATE OF Illinois

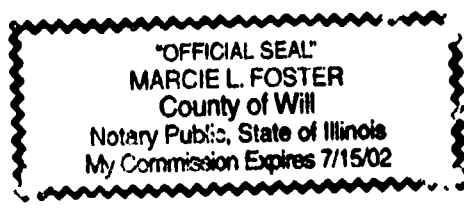
COUNTY OF Will

ss.:

On this the 3rd day of May, 2000, personally appeared Julie Rasmussen acting in her capacity as Authorized Agent of Vector Pipeline, Inc., as General Partner of Vector Pipeline, .P., a Delaware limited partnership, signer of the foregoing instrument, and acknowledged the same to be 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: _____



VECTOR PIPELINE
UEI JOB NO. 3179
TRACT NO. 02-02-010
LAKE COUNTY, INDIANA

DESCRIPTION OF A
PERMANENT EASEMENT AND RIGHT OF WAY

DESCRIPTION OF A 0.57 ACRE TRACT OF LAND, LOCATED IN SECTION 6, 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 ANR PIPELINE COMPANY, AS DESCRIBED BY INSTRUMENT RECORDED UNDER DOCUMENT NO. 97030717 OF THE OFFICE OF THE REGISTER OF DEEDS OF LAKE COUNTY, INDIANA, (REFERRED HEREINAFTER TO AS THE "ABOVE REFERENCED TRACT OF LAND"), SAID 0.57 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a 1-inch iron pipe found marking the north one quarter (1/4) corner of said Section 6;

THENCE South 00° 30' 59" West, along the north-south one quarter (1/4) line of said Section 6, a distance of 1134.23 feet to the northwest corner of the above referenced tract of land and the **POINT OF BEGINNING** of the herein described Permanent Easement and Right of Way;

THENCE North 89° 32' 07" East, along the north line of the above referenced tract of land, a distance of 2459.96 feet to a point in the north line of the above referenced tract of land;

THENCE South 78° 54' 22" West, a distance of 54.23 feet to an angle point;

THENCE South 89° 32' 07" West, along a line 10 feet southerly of and parallel with the above referenced tract of land, a distance of 2406.83 feet to a point in the west line of the above referenced tract of land;

THENCE North 00° 30' 59" East, along the west line of the above referenced tract of land, a distance of 10.00 feet to the **POINT OF BEGINNING** and containing 0.57 acre, 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 ten (10) feet wide strip of land, extending or shortening, the side lines of the Temporary Work Spaces, at the beginning and termination, to intersect with the property lines of the above referenced tract of land and/or the westerly right of way line of White Oak Ave. and containing 2.97 acres, more or less as more fully depicted on Detail A & B, upon the plat attached hereto.

ADDITIONAL TEMPORARY WORK SPACE

Being two (2) fifty (50) feet wide strips of land, adjacent to and parallel with the south side of the above described fifty (50) feet wide Temporary Work Space, (1) extending 250 feet in an easterly direction, from a point 1728 feet easterly of the westerly line of the above referenced tract of land and (2) extending 219 feet in a westerly direction, from a point 300 feet westerly of the westerly right of way line of said White Oak Avenue and a one hundred fifty (150) feet wide strip of land extending 300 feet in a southwesterly direction from the west right of way line of White Oak Avenue and containing a total of 1.57 acres, more or less as more fully depicted on Detail A & B, upon the plat attached hereto.

REVISED 03-06-00
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