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2000 JUN 29 AM 11:54

MORRIS W. GUNTER
RECORDER

R/W No.: 02-02-090

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

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FOR RECORDER'S USE ONLY

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, The Estate of Helma G. Kolling, (Deceased), a corporation, whose mailing address is 5261 Hohman Ave., Hammond, IN 46320 (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 convey 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 non-exclusive perpetual easement to conduct the following specific activities set forth in this agreement, including: construct, operate, maintain, clear, inspect and repair one underground 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 an underground pipeline under the following specific areas: the strips of land specifically described in Exhibit A of this Easement Grant, as "Permanent Easement" and "Temporary Workspace," which Exhibit A is attached hereto and incorporated herein by reference. The strips of land are hereinafter referred to as the "Easement." The Grantor further grants the Grantee the right of ingress and egress to and from the Easement 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 Easement 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.

FILED

June 29, 2000

**PETER BENJAMIN
LAKE COUNTY AUDITOR**

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FIRST: Grantor covenants with Grantee that Grantor is the lawful fee simple owner of the Easement, and that Grantor has the right and authority to make this grant

SECOND: Subject to the provisions hereof, the strip of land described in Exhibit "A" as "Permanent Easement" shall be an immediately effective, permanent and perpetual conveyance of an 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 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, or (ii) March 1, 2001.

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 5261 Hohman Ave., Hammond, IN 46320 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 depth of five (5') feet through the entire property 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 Easement and after said pipeline has been installed, Grantee shall not be liable for damages caused on the Permanent Easement 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 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 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 Easement except as the same may be necessary, convenient or incidental to the purposes herein granted to the Grantee, except as provided herein. Further, the Grantor shall not materially alter the grade of the Permanent Easement without the express, prior written consent of the Grantee. Likewise, the Grantee shall not materially alter the grade of the Permanent and Temporary Easement.

Notwithstanding the above, Grantor further reserves the right to construct streets, driveways and an asphalt parking lot on top of said Easement, 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 any such streets, driveway and/or asphalt parking lot is substantially damaged by Grantee after the initial construction of the pipeline, Grantee agrees to repair such asphalt parking lot, streets and driveways to as near as reasonably practicable to the condition existing prior to such damage. Further, Grantor may install a berm or mound within the easement as so long as it is not located directly over the pipe in accordance with the C-5 zoning ordinance.

SEVENTH: Grantee will agree to the installation of buried utilities such as electric utilities, fiber optic cable and similar types of utilities conditional upon Grantor notifying Grantee using the same procedures as stated in paragraph SIXTH hereof.

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 Easement 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: Unless otherwise agreed, Grantee will have the installation of the pipeline complete on or before March 1, 2001, this does not include restoration work. In the event Grantee can not comply with this date, the property will be bored.

ELEVENTH: This agreement, including all the covenants and conditions herein contained, shall be binding upon, and inure to the benefit of the 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.

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
)
COUNTY OF _____)

SS:

On this the _____ day of _____, personally appeared _____

_____ as _____

of _____, 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.

My Commission Expires: _____, Notary Public
A Resident of _____ County

CORPORATE ACKNOWLEDGEMENT

STATE OF Illinois)
)
COUNTY OF Will)

SS:

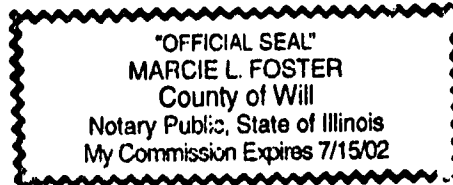
On this the 26th day of June, 2000, personally appeared before me,

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.

Marcie L. Foster
Marcie L. Foster, Notary Public
A Resident of Grundy County

My Commission Expires:

7/15/2002
28461.1



VECTOR PIPELINE
UEI JOB NO. 3179
TRACT NO. 02-02-090
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 28, 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 ESTATE OF HELMA G. KOLLING, AS DESCRIBED BY INSTRUMENT RECORDED UNDER DOCUMENT NO. 455802 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 15 FEET SOUTHERLY OF AND 35 FEET NORTHERLY OF, THE HEREIN DESCRIBED BASELINE, SAID BASELINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a 1½-inch pipe found marking the southwest corner of said Section 28;

THENCE South 89° 19' 24" East, along the south line of said section 28, a distance of 643.90 feet to the lower southwest corner of the above referenced tract of land;

THENCE North 00° 20' 49" East, along the lower west line of the above referenced tract of land, a distance of 91.41 feet to the **POINT OF BEGINNING** of the herein described baseline;

THENCE South 89° 20' 54" East, a distance of 648.10 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 southeast corner of the above referenced tract of land bears, South 00° 20' 49" West, a distance of 91.70 feet, said baseline having a total length of 648.10 feet or 39.28 rods, said Permanent Easement and Right of Way containing a total of 0.74 acre, more or less.

TEMPORARY WORK SPACE

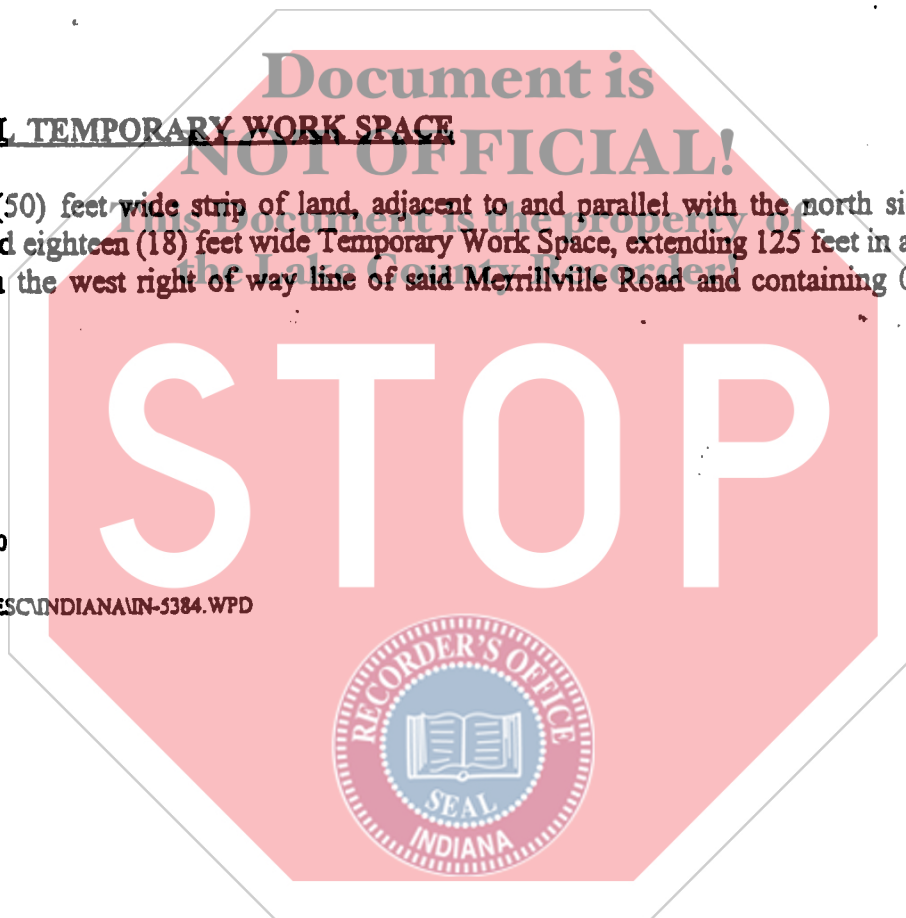
Being a forty-two (42) feet wide strip of land, adjacent to and parallel with the southerly side of the above described fifty (50) feet wide Permanent Easement and Right of Way and an eighteen (18) feet wide strip of land adjacent to and parallel with the northerly side of the said Permanent Easement 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/or the west right of way line of Merrillville Road and containing a total of 0.80 acre, more or less,

ADDITIONAL TEMPORARY WORK SPACE

Being a fifty (50) feet wide strip of land, adjacent to and parallel with the north side of the above described eighteen (18) feet wide Temporary Work Space, extending 125 feet in a westerly direction, from the west right of way line of said Merrillville Road and containing 0.14 acre, more or less,

REVISED 06/16/2000

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Official Stamp

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MORRIS W. CARTER
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Name Vector Pipeline LP

Address 3033 W Jefferson St

City St Zip Sollet IL 60435

Telephone (815) 741-8800

Suite 204

Signature Printed _____

Signature Written _____

Date of Signature _____

Check Number 2601001189

Check Amount 21

Office Use Only

Check Equals Amount Due Yes No

Total _____

Initials _____