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WILL COUNTY, ILL.

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James J. Small
RECORDER
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A G R E E M E N T
GRANTING PIPELINE EASEMENT

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THIS AGREEMENT effective this 1st day of June, 1981, by and between Mobil Joliet Refinery Corporation, a Delaware Corporation (MOBIL), its successors and assigns, with principal offices in the Mobil Building at 150 East 42nd Street, New York, New York, 10017, hereinafter referred to as "GRANTOR," and UPG, Inc., a Delaware Corporation (UPG), its successors and assigns, with offices at 2223 Dodge Street, Omaha, Nebraska, 68102, hereinafter referred to as "GRANTEE."

W I T N E S S E T H T H A T,

for and in consideration of ten dollars (\$10) cash and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and the obligations herein stated, GRANTOR does hereby grant and convey to GRANTEE, the Rights of Way, Easements and privileges to lay, construct, repair, maintain, inspect, operate, protect, replace and remove one 6" diameter pipeline, meter terminal and access road for the transportation of Propane and other UPG products over, under, across, in and upon the following described land, of which GRANTOR is the lawful owner, situated in Channahon Township in the County of Will in the State of Illinois; said tract of land being more particularly described in Easement Description No. 1 for pipeline, and Easement Description No. 2 for meter terminal, and Easement Description No. 3 for access road:

EASEMENT DESCRIPTION NO. 1 (PIPELINE)

The centerline of (1) foot wide pipeline easement situated in and being part of

1982 9/16/89

Sections 22 & 23 Township 34 North, Range 9 East of the Third Principal Meridian, Will County, Illinois and more particularly described as follows:

Commencing at the Southwest corner of said Section 22, thence North $89^{\circ}59'45''$ East 132.1'+ feet along South line of said Section 22 to the intersection of East Right of Way line of I-55 and said South Section line of said Section 22;

Thence North $0^{\circ}32'50''$ West 83.5'+ feet to the true point of beginning;

Thence North $89^{\circ}59'45''$ East 68.0'+ feet;

Thence North $0^{\circ}32'50''$ West 236.0'+ feet parallel with said East Right of Way line of I-55; (& 10.0' feet west and parallel to existing 6" pipeline);

Thence North $89^{\circ}59'45''$ East 4320'+ feet parallel with & 6.0' North of said North line of Commonwealth Edison Company Property to a point 80.0 feet Northwesterly from the centerline of the Atchison, Topeka & Santa Fe Railroad; (& 5.0' feet North & parallel to said existing 6" pipeline);

Thence North $19^{\circ}11'57''$ East 3085'+ feet parallel with and 80.0' feet Northwesterly from said centerline of the Atchison, Topeka and Santa Fe Railroad extending into Section 23, T-34-N, Range 9 East; (& 5.0' feet North and parallel to said existing 6" pipeline);

Thence North $10^{\circ}34'07''$ East 390'+ feet; (& 5.0' feet from and parallel to said existing 6" pipeline);

Thence North $63^{\circ}48'27''$ East 88.0' feet to a point 77.0' feet Northwesterly from said centerline of the Atchison, Topeka & Santa Fe Railroad; (& 5.0' feet from and parallel to said existing 6" pipeline);

Thence North $19^{\circ}11'57''$ East 73.2' feet to a point 67.0' feet Northwesterly from said centerline of the Atchison, Topeka & Santa Fe Railroad; (& 5.0' feet from and parallel to said existing 6" pipeline);

Thence North $23^{\circ}44'48''$ West 970'+ feet; (& 5.0' feet from and parallel to said existing 6" pipeline);

Thence North $19^{\circ}30'00''$ East 30.0'+ feet;

Thence North 69°25'12" East 296'+ feet;

Thence North 0°54'48" West 70.0'+ feet to a point of Grantee's meter terminal site tie-in, also said point being the end of the above described centerline being located at Refinery Plant coordinates N4756.3', E5593.54'

All of the above being situated in Channahon Township, Will County, Illinois.

EASEMENT DESCRIPTION NO. 2 (METER TERMINAL SITE)

An area situated in Section 23, Township 34 North, Range 9 East of the Third Principal Meridian, Will County, Illinois and more particularly described as follows:

Beginning at the point of termination of ~~the~~ ^{DKT} ~~pre-~~ ^{RT} ~~liminary~~ easement Description No. 2 (Pipeline) said place beginning being at Refinery Plant Coordinates N4756.3', E5593.54';

Thence North 89°05'12" East 109.55' feet;

Thence North 0°54'43" West 213.81' feet;

Thence North 89°05'12" West 173.0' feet;

Thence South 0°54'48" East 102.23' feet;

Thence South 24°17'48" East 119.89' feet;

Thence North 89°05'12" East 17.0' feet to the place of beginning containing 28,866 square feet or .663 of an acre of land, more or less.

All of the above being situated in Channahon Township, Will County, Illinois.

EASEMENT DESCRIPTION NO. 3 (ACCESS ROAD)

An area situated in Section 23, Township 34 North, Range 9 East of the Third Principal Meridian, Will County, Illinois;

Commencing at the point of termination at Meter Site Easement, said place beginning being at Refinery Plant Coordinates N4756.3', E5593.54';

Thence North 89°05'12" East 109.55' feet;

Thence North 0°54'48" West 213.81' feet
to the true point of beginning;

Thence continuing North 0°54'48" West
395' feet to the centerline of New Smith
Road;

Thence North 89°05'12" West 35.06' feet
along centerline of New Smith Road;

Thence South 0°54'48" West 397' feet;

Thence North 89°05'12" East 35' feet back
to the place of beginning containing
13,835 square feet or .317 of an acre of
land, more or less.

All of the above situated in Channahon
Township, Will County, Illinois.

GRANTEE shall also be entitled to use so much of GRANTOR'S lands
as reasonably necessary to install and remove and to carry on the
reasonable operation and maintenance of its facilities. However,
any change in location or addition to GRANTEE'S facilities must
first be approved by GRANTOR, which approval shall not be
unreasonably withheld.

These easements are granted subject always to the
following covenants and conditions:

1. GRANTEE shall construct and maintain its pipeline
underground and the top thereof shall be not less
than 30" below the surface of the ground. GRANTEE
shall submit drawings for the construction of said
pipeline and structures to GRANTOR for approval,
said drawings must be approved and initialed by
GRANTOR prior to commencement of construction.
2. GRANTOR reserves to itself the right to construct, use
and maintain across, over or under the right of way

hereby granted, electric transmission or telephone lines or pipelines and other facilities in such a manner as not to create any unreasonable interference with the use of the right of way herein granted. GRANTOR also reserves the right to convey such rights on the same conditions to others.

3. GRANTEE shall at all times:
 - a. Keep the pipeline system in good and safe condition and repair;
 - b. Promptly make all repairs or replacement that may become necessary to that end;
 - c. Pay all taxes and other governmental charges thereon;
 - d. Observe all laws, ordinances, regulations and orders of every governmental authority, as well as all of GRANTOR'S plant safety (including environmental protection) regulations applicable to the Pipeline or to any operation or activity by or for GRANTEE the connection therewith (a copy of GRANTOR'S plant safety regulations shall be provided to Grantee).
4. GRANTEE shall restore and maintain or reimburse GRANTOR for restoring or maintaining the original grade and condition of the ground whenever and wherever disturbed by any exercise of the easement rights.
5. GRANTEE shall promptly pay to GRANTOR an amount sufficient to compensate GRANTOR, its successors and assigns,

for damage to any property sustained by GRANTOR, its successors and assigns by reason of GRANTEE'S construction, maintenance, repair, relocation and removal of GRANTEE'S pipeline and facilities.

6. GRANTOR, its successors and assigns, shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance and use of said pipeline and utilities except those caused by GRANTOR, its agents, employees, successors and assigns, and GRANTEE covenants and agrees to defend, protect, indemnify, reimburse and save GRANTOR harmless from and against all claims, demands, liability and causes of action of every kind and character, arising in favor of any person on account of personal injury or death or damage to property, in anywise occurring, incident to, growing out of, or resulting directly or indirectly from exercise of the rights herein granted.
7. This Agreement is made without warranty of any nature whatsoever, either expressed or implied (except that GRANTOR warrants that it is the lawful owner of the properties described above), and is subject to any existing easements, incumbrances, restrictions or valid use by others, whether recorded or not.
8. GRANTEE, upon expiration of these easements, shall remove its pipeline and related facilities, and restore the surface of the easement parcels to the conditions they were in immediately prior to commencement of work hereunder.

9. ~~These easements will run concurrent with the life of the contract for the purchase of propane between Mobil Oil Corporation as Seller and UPG, Inc. as Buyer and shall expire on the same date as such contract.~~

10.* This Easement Agreement shall be binding upon GRANTOR and GRANTEE hereto and shall be binding upon their respective successors, grantees and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in duplicate originals as of the day and year first written above.

MOBIL JOLIET REFINING CORPORATION

BY: [Signature]
PRESIDENT GRANTOR



ATTEST:

[Signature]
ASSISTANT SECRETARY

UPG, INC.

BY: [Signature]
VICE PRESIDENT GRANTEE



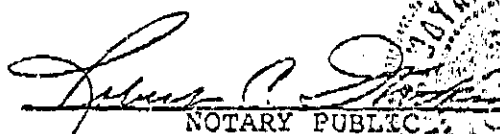
[Signature]
ASSISTANT SECRETARY

*These easements shall continue in effect for so long as UPG, Inc. purchases propane from Mobil Oil Corporation pursuant to a contract and/or transport propane for Mobil Oil Corporation pursuant to an agreement.

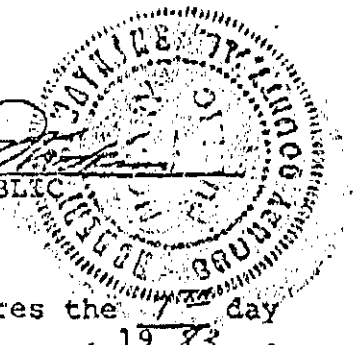
STATE OF ILLINOIS)
) SS:
 COUNTY OF ~~W-I-L-L-E~~
 GRUNDY

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared D. E. CHOATE of MOBIL JOLIET REFINERY CORPORATION, a Delaware Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and consideration therein expressed, in the capacity therein expressed, in therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL of office, this 27th day of MARCH, A.D., 1981.


 NOTARY PUBLIC

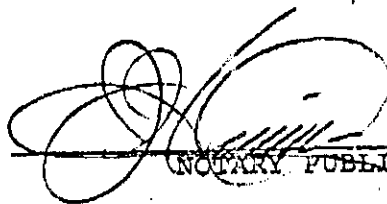
My commission expires the 1st day of FEBRUARY, 19 83.



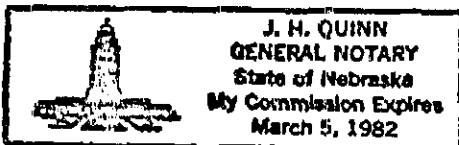
STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Roger N. Helges of UPG, INC., a Delaware Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL of office, this 5th day of April, A.D., 1981.



NOTARY PUBLIC



My commission expires the 5th day of March, 1982.

Prepared by +MI.


2223 Dodge Street Omaha, Nebraska 68102