

WILL COUNTY, ILLINOIS

This document prepared by
 And to be returned to:
 Midwestern Gas Transmission Co.
 Right-Of-Way Department
 P.O. Box 542500
 Omaha, NE 68154-8500

Tract No. IL PJ 2518.08

Property ID No. 10-34-100-001

PIPELINE EASEMENT

MARY ANN STUKEL 6P
 Will County Recorder

R 2004102544
 Page 1 of 6



CMG Date 06/08/2004
 Recording Fees:

Time 14:58:14
 20.00

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned: G & D TRANSPORTATION, INC. an Illinois corporation, with offices at 50 Commerce Drive, Morton, Illinois 61550(hereinafter referred to as "Grantor" whether one or more), for and in consideration of the sum of One and No/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, convey, and warrant unto MIDWESTERN GAS TRANSMISSION COMPANY, a corporation, P.O. Box 542500, Omaha, Nebraska 68154 (hereinafter referred to as "Grantee"), and to its successors and assigns, the perpetual and exclusive right, privilege, and easement to construct, inspect, repair, maintain, operate, replace, and remove an underground pipeline, and all appurtenances and equipment used or useful in the operation of such pipeline for the transportation of natural gas and associated by-products under, across and through a strip of land across the following land described below and situated in the County of WILL and State of ILLINOIS, to-wit:

THAT PART OF THE SOUTH 800.00 FEET OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHANNAHON TOWNSHIP, LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF FEDERAL AID INTERSTATE ROUTE 55 HIGHWAY (LOCALLY KNOWN AS ROUTE 66) AND LYING WESTERLY OF THE PROLONGATION NORTHEASTERLY OF A STRAIGHT LINE INTERSECTING A POINT 1,680.00 FEET NORTH OF AND 700.45 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION WITH SAID STRAIGHT LINE ALSO INTERSECTING A POINT ON THE SOUTH LINE OF SAID QUARTER, 1,069.35 FEET EAST OF THE SOUTH LINE OF SAID QUARTER, CONTAINING 19.896 ACRES MORE OR LESS , ALL IN WILL COUNTY, ILLINOIS.

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TO HAVE AND TO HOLD unto said Grantee, together with the right of ingress and egress from said strip of land across a designated portion of the above-described tract of land mutually and reasonably acceptable to Grantor and Grantee for the purposes of constructing, operating, inspecting, repairing, maintaining, replacing or removing the pipeline, appurtenances, and equipment of the Grantee located thereon, in whole or in part, at the will of the Grantee; it being the intention of the parties hereto that the Grantor may continue to use the surface of the easement strip for the construction, operation, maintenance and repair of concrete and bituminous parking lot and turn lane(s) for trucks and other uses incidental thereto (the "Parking Lot") ; provided, however, that Grantor shall not impound water, change the ground elevation except as needed for the construction and maintenance of the Parking Lot in the easement area, or construct or permit to be constructed any building, structure or other improvement upon the easement strip (except the Parking Lot) which would interfere with the Grantee's exercise of the rights hereby conveyed, including access to the easement strip, and the safe operation of its pipeline, without the written consent of Grantee.

As further consideration of the payments made by Grantee hereunder, it is further agreed as follows:

1. Grantee shall have the right from time to time after initial construction of the pipeline to reclear the easement strip by cutting and removing therefrom trees, brush and other obstructions, not to include growing crops, without liability for damages to such trees, brush, and other obstructions, that may in Grantee's judgment, interfere with Grantee's use of the easement strip granted herein.
2. This instrument may be executed in counterparts.
3. The exact location of the easement strip shall be determined by the location of Grantee's existing pipeline and shall be seventy-five feet (75') in width, thirty seven and one-half feet (37.5') on each side of the centerline of the pipeline as is now located (herein the "Easement Area"), as depicted in Exhibit A, attached hereto and incorporated herein by this reference.
4. Grantor shall have the right to construct and maintain the Parking Lot upon the easement strip subject to the following conditions:
 - a. Should Grantee need to remove any of the Parking Lot in order to construct, inspect, replace, maintain, operate, repair, or remove Grantee's pipeline, appurtenances, and equipment Grantor or its, successors, and assigns shall pay the reasonable cost of removing, and replacing or reinstalling said Parking Lot, provided, however, the Grantee shall use reasonable efforts to mitigate any such damage to the Parking Lot. In addition, all repair and maintenance work performed by Grantee on its pipeline, appurtenances and equipment located on or

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near the Easement Area shall be performed in a reasonable and workmanlike manner and Grantee shall restore the surface and grade of the Easement Area where the work is performed, but shall not be liable for loss, damage, or replacement to Grantor's Parking Lot or any associated equipment that exists within the Easement Area, and in this regard, Grantor hereby releases Grantee, its employees, agents, officers, and directors from any and all liability for any such loss or damage.

5. Each party agrees to protect, defend, indemnify and hold harmless the other party, its directors, officers, affiliates, agents, and employees from and against any and all losses, claims, liens, expenses, damages and demands arising out of, or in connection with, any personal injuries or death to persons, damage to property occurring as a result of, or in any way incident to, the willful misconduct or negligent act by, or omission of, such party, or its employees, agents, contractors, subcontractors, and/or any other person for whom such party is responsible at law, in performing its obligations under this Easement.
6. Should Grantor request Grantee to relocate Grantee's pipeline, appurtenances and equipment because of Grantor's commercial development in the vicinity of the Easement Area, Grantee shall do so provided Grantor shall reimburse Grantee for all of Grantee's costs to remove, replace and reinstall the pipeline.
7. Grantee shall supervise the pipeline, appurtenances, and equipment and cause it to be inspected at intervals as required by all applicable federal regulations, and shall repair any leaks found therein as a result of such inspection.
8. The pipeline will be maintained and operated under and in accordance with the Certificate of Public Convenience and Necessity issued to Grantee by the Federal Power Commission (n/k/a Federal Energy Regulatory Commission) and in accordance with the United States Department of Transportation regulations found at 49 CFR Part 192.
9. Either party may enforce this Easement by appropriate legal action, and the prevailing party in such litigation shall recover its costs and reasonable attorney's fees in connection therewith.
10. Grantor hereby releases and waives all right under and by virtue of the Homestead Exemption Laws of the State of Illinois insofar as said rights may in any way affect the purposes for which this grant is made as recited herein.

11. At all times during this Easement, Grantee shall obtain and maintain the following insurance:

Commercial General Liability Insurance for claims alleging bodily injury including death, or damage to property with a combined single limit of \$10,000,000 for bodily injury and property damage per occurrence and \$20,000,000 in the aggregate. The insurance required above shall reflect that Grantor is an additional insured.

Within thirty (30) days of execution of this Easement, Grantee shall furnish Grantor a certificate of insurance as evidence showing that the insurance policy to be carried in accordance with this provision has been obtained. All insurance to be carried pursuant to the above shall be endorsed to require the insurer to furnish 30 days' written notice prior to effective date of any modification or cancellation of such insurance to the certificate holder.

12. This instrument incorporates and describes all of the grants, undertakings, conditions and considerations of the parties. Grantors, in executing and delivering this instrument, represent that they have not relied upon any promises, inducements or representations of the Grantee or its agents or employees, other than those stated in this Easement.
13. This Easement supersedes and replaces that certain Easement For Right Of Way signed on August 14, 1959, and filed for record on September 9, 1959, as Document 885733 in Book 1793 at Page 191 in the records of Will County, Illinois, in so far as it pertains to that certain tract of land described above.

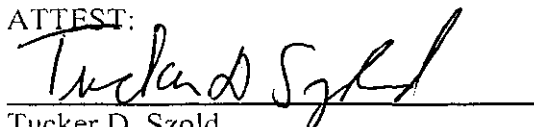
This instrument and the benefits and obligations herein contained shall run with the land and shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

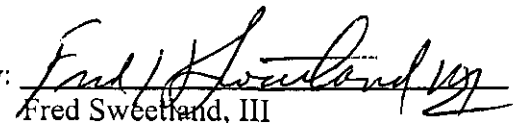
Dated this 11 day of May, 2004.

GRANTOR:

G & D TRANSPORTATION, INC., an
Illinois corporation

ATTEST:


Tucker D. Szold
Purchasing Manager

By: 
Fred Sweetland, III

Title: Treasurer

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STATE OF ILLINOIS.)
)SS
COUNTY OF TAZEWELL)

I, Nancy A. Birkmeier the undersigned, a Notary Public in and for said county and state aforesaid, do hereby certify that Fred Sweetland, III, Treasurer, and Tucker D. Szold, Purchasing Manager of G & D Transportation, Inc., an Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the instrument as their free and voluntary act, and the free and voluntary act and deed of said corporation.

Given under my hand and seal on this 11th day of May, 2004.

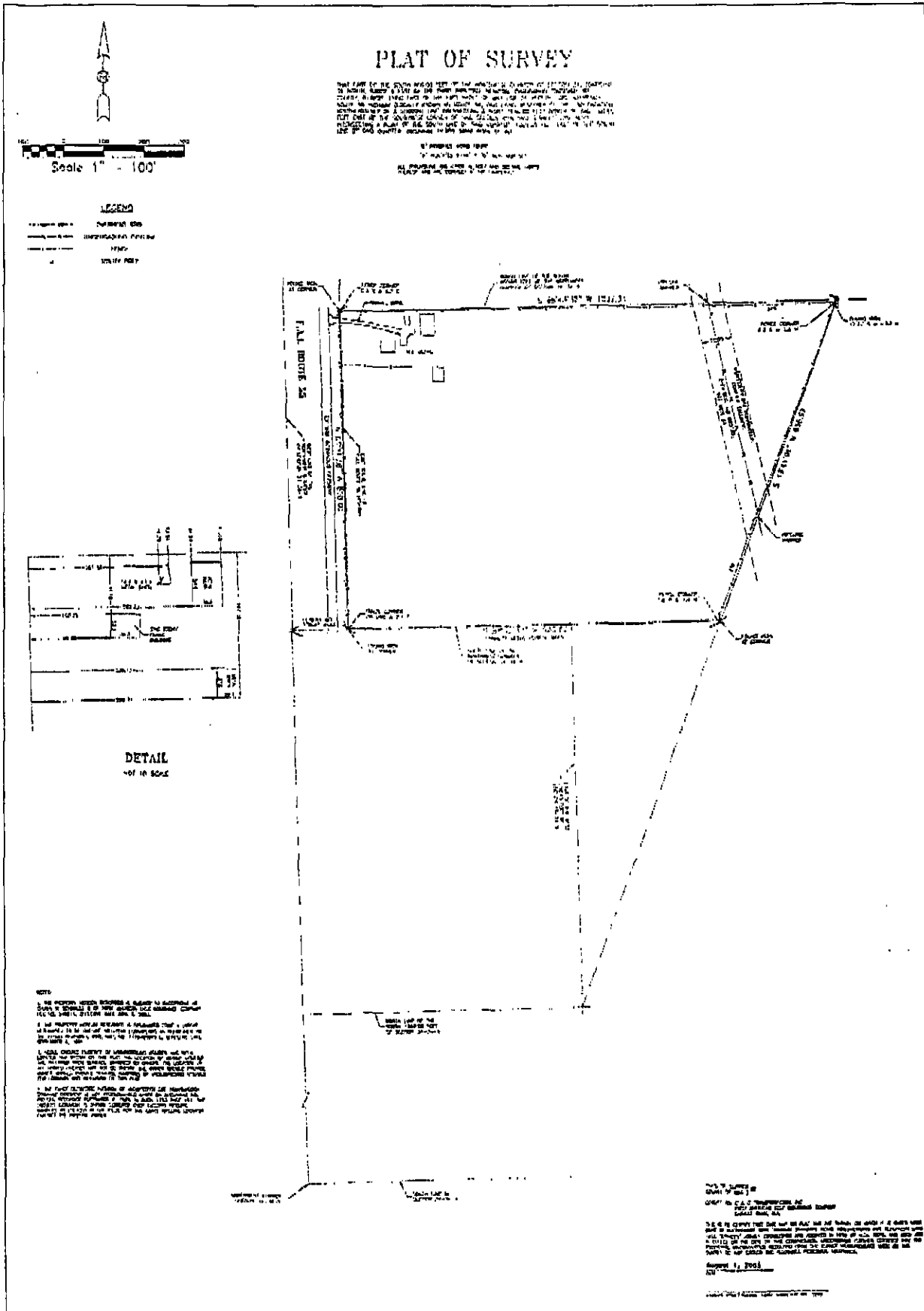
S E A L

Nancy A. Birkmeier
Notary Public
My commission expires: 5/11/06



BAJWIRG&D Transportation\Channahon\0507easementwithbuncetrackedrevisions (4).doc

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<p>GEOTECH INC. SURVEYING ENGINEERS - LAND SURVEYORS</p>	<p>PLAT OF SURVEY</p>	<p>ALTA / ASCM LAND TITLE SURVEY</p> <p>DRAWN BY: GP JOB # 1017 CHECKED BY: TR DATE: 07/21/15</p>	<p>DATE BY: [Name]</p>
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EXHIBIT A TO PIPELINE EASEMENT 6