

GRANT OF PIPELINE EASEMENT

R71-25764

This is a Grant dated August 27, 1971 by Mobil Joliet Refining Corporation, a Delaware Corporation, (herein called "Grantor", to WOLVERINE PIPELINE COMPANY, a Delaware corporation (herein called "Grantee").

GRANTOR, in consideration of Three Hundred Eighty and No/100 Dollars (\$380.00) hereby grants, sells and conveys to Grantee, its successors and assigns, the easement and right to lay, construct, reconstruct, replace, renew, operate, maintain, repair, change the size of, and remove pipes and pipe lines for the transportation of oil, petroleum or any of its products, over, through, under and across the following described land in Will County, State of Illinois (herein called "Land"):

Located in the Northwest Quarter of the Northwest Quarter of Section 23, Township 34 North, Range 9 East of the Third Principal Meridian, in Channahon Township, Will County, Illinois, and being Thirty feet on both sides of a line described as: Beginning at a point on the East property line of Wolverine's pumping station, said point is located 83.0 feet South and 565.08 feet East of the Northwest corner of Section 23; thence North 89 degrees 43 minutes East parallel with the North line of Section 23 a distance of 516.9 feet to a point; thence South 70 degrees 45 minutes East a distance of 82.0 feet to a point in the West right-of-way line of the Atchesc., Topeka and Santa Fe Railroad, also said point being the end of the above described centerline. Together with rights of ingress and egress to and from such pipe line for the aforesaid purposes.

This Easement is granted subject to the following conditions:

1. Grantor shall have the right to use and fully enjoy the land except as to the easement and rights hereby granted including without limiting the generality of the foregoing, the right to construct, use and maintain across, over or under the right of way hereby granted, electric transmission or telephone lines or pipe lines and other facilities in such 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.
2. Any damage resulting from the exercise by Grantee of the rights hereby granted shall be promptly repaired by Grantee and the surface of the premises shall be restored by Grantee as nearly as reasonably possible to the same condition as that in which it existed prior to the exercise by Grantee of such rights. In lieu of such repair or replacement the Grantee shall pay to Grantor, its successors or assigns a sum sufficient to compensate Grantor, its successors or assigns, for the loss sustained by reason of such damages. However, after a pipe line is laid hereunder, Grantee shall have the right to keep the area within 30 feet on each side thereof clear of trees, brush and other natural obstructions without incurring any liability for damages.
3. 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 pipelines, except those caused by Grantor, its agents, employees, successors and assigns, and Grantee will indemnify Grantor, its successors and assigns against any such claims, except those claims caused by Grantor, its agents, employees, successors and assigns.
4. Grantee shall take all necessary precautions to ensure that no petroleum or petroleum products escape from the pipe line or leave the easement premises. Grantee shall indemnify Grantor against any loss, claim or damage resulting to Grantor or to Mobil Oil Corporation as a result of any breach of the foregoing undertaking.

When recorded, please return to:

Wolverine Pipe Line Company
8500 North Michigan Road
Indianapolis, Indiana 46268

R71-25764
5. After one pipe line contemplated by this grant has been installed, and in the event Grantee shall cease to use said pipe line for a period of two (2) consecutive years for all purposes herein granted Grantee's rights hereunder shall cease and terminate.

6. This Grant contains all the terms and conditions of this easement, express or implied between the parties hereto and shall be binding upon, and inure to the benefit of, Grantor and Grantee and their respective legal representatives, heirs, successors, assigns.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal this 27th day of August, A.D. 1971.

MOBIL JOLIET REFINING CORPORATION

Attest
By: [Signature]
Secretary
NEW YORK)
COUNTY OF NEW YORK)

[Signature]
Authorized Officer
Vice-President
727

I, ELIZABETH CONROY, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that J. E. PENICK personally known to me to be the ~~Authorized Officer~~ VICE PRESIDENT of MOBIL JOLIET REFINING CORPORATION, a Delaware corporation and T. J. LUTZ personally known to me to be the ~~Secretary~~ VICE PRESIDENT and personally known to me to be the same persons whose names are subscribed to the aforesaid Grant of Pipeline Easement dated August 27th, 1971, appeared before me this day in person and severally acknowledged that as such ~~Authorized Officer~~ VICE PRESIDENT and ~~Secretary~~ VICE PRESIDENT, they signed and delivered the said instrument as ~~Authorized Officer~~ Authorized Officer and ~~Secretary~~ Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27th day of AUGUST, 1971.

[Signature]
NOTARY PUBLIC

ELIZABETH CONROY
Notary Public, State of New York
No. 41-5793000
Qualified in Queens County
Certificate filed with N. Y. Co. Clerk
Term Expires March 30, 1972

My Commission Expires: March 30, 1972
R71-25764
FILED-RECORDERS OFFICE
WILLIAMSBURG, ILL.
71 OCT 20 11 10: 58
4.00
RECORDED
MICROFILMED