

R92-59978

[1g]

STATE OF : ILLINOIS
COUNTY OF : WILL

SHIRLEY R. KUSTA
WILL COUNTY RECORDER



R92 0059978



1422 HRS



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EX

FEE: 59.00

Recording Requested by and
When Recorded Return to:

Prepared (by)
Vinson & Elkins, L.L.P.
2500 First City Tower
Houston, Texas 77002-6760
Attn: Yvonne Onak, Legal Assistant

S1310755

Mail Tax Statements to:

Enron Corp.
P. O. Box 1188
Houston, Texas 77251-1188
Attn: James L. Watson, Tax Manager

CONVEYANCE, ASSIGNMENT AND BILL OF SALE

(North System)

from

Enron Liquids Pipeline Company,
Enron Oil Trading & Transportation Company, and
Enron Gas Liquids, Inc.

to

Enron Liquids Pipeline Operating Limited Partnership

KNOW ALL MEN BY THESE PRESENTS:

This Conveyance, Assignment and Bill of Sale (the "Conveyance"), effective as of August 6, 1992 at 12:02 a.m. Central Daylight Savings Time (the "Effective Time"), is

This Conveyance was prepared by:

Ann E. Ballard
Attorney at Law
1400 Smith
Houston, Texas 77002

Instrument 2 of 7
instruments to be recorded

10/48

48

from ENRON LIQUIDS PIPELINE COMPANY, a Delaware corporation, (formerly named HYDROCARBON TRANSPORTATION, INC.) ("ELPC"), ENRON OIL TRADING & TRANSPORTATION COMPANY (formerly UPG, INC.), a Delaware corporation ("EOTT") and ENRON GAS LIQUIDS, INC., a Delaware corporation ("EGLI") (formerly named ENRON LIQUIDS MARKETING COMPANY) each with its general office at 1400 Smith, Houston, Texas 77002, and whose mailing address is P. O. Box 1188, Houston, Texas 77251-1188, Attn: Supervisor of Administration for ELPC (ELPC, EOTT and EGLI are herein called "Grantor"), in favor of ENRON LIQUIDS PIPELINE OPERATING LIMITED PARTNERSHIP, a Delaware limited partnership, with its general office at 1400 Smith, Houston, Texas 77002 and whose mailing address is P. O. Box 1188, Houston, Texas 77251-1188, Attn: Supervisor of Administration of ELPC (herein called "Grantee").

WHEREAS, EOTT and EGLI own PL 304 and PL 316 and related assets; and whereas EOTT and EGLI (successors in interest of UPG, Inc.) hold record title to the properties described under Record Nos. HTI-728-001b, HTI-730-001a and HTI-730-003c in Part I of Exhibit A for Grundy County, Illinois (part of the "Morris Facility") (the "Morris Parcels"); and whereas, ELPC owns beneficial title to the Morris Parcels; and whereas ELPC owns the remainder of Subject Property.

PART I GRANTING AND HABENDUM CLAUSES

1.1 GRANTING AND HABENDUM CLAUSES.

For good and valuable consideration, the receipt and sufficiency of which Grantor hereby acknowledges, Grantor hereby grants, bargains, sells, assigns, conveys, transfers, delivers and sets over unto Grantee, its successors and assigns, all right, title, interest and estate of Grantor in and to the following described property, Save and Except the Excepted Property, herein defined (the "Subject Property"):

- (a) Fee Land. The tracts or parcels of land, if any, described in Part I of Exhibit A hereto, together with all improvements, buildings, structures, pipelines, fixtures and appurtenances of every kind or nature located thereon, including, without limitation, all stations, substations, pumps, pumping stations, meters, meter stations, meter houses, regulator houses, tanks, scrapers, cathodic or electric protection units, bypasses, regulators, drips, engines, pipes, gates, fittings, valves, connections, telephone and telegraph lines, electric power lines, casings, caverns, terminals, pipe racks, and all improvements and appurtenances of every kind or nature whatsoever located on said lands (collectively, the "Fee Lands" and singularly the "Fee Land");

- (b) Pipelines. The pipelines described in Part II of Exhibit A hereto, together with all improvements, buildings, structures, pipelines, fixtures, and appurtenances of every kind or nature which are a part of, affixed to or used in connection therewith, including, without limitation, all stations, substations, pumps, pumping stations, meters, meter stations, meter houses, regulatory houses, tanks, scrapers, cathodic or electric protection units, bypasses, regulators, drips, engines, pipes, gates, fittings, valves, connections, telephone and telegraph lines, casings, headers, aerial and underwater river crossings, appliances, electric power lines, casings, caverns, terminals, pipe racks, and all improvements and appurtenances of every kind or nature whatsoever forming a part of said pipelines (collectively, the "Pipelines" and singularly the "Pipeline");
- (c) Easements. The easements, rights of way, servitudes, surface leases, surface rights, interests in land, permits, licenses, grants affecting land, and all amendments thereof, relating to the Fee Lands and the Pipelines, including without limitation, all franchises, privileges, permits, licenses, grants, leases, consents, rights under condemnation judgments, permits and grants for the laying, maintenance and operation of the Pipelines, possessory and prescriptive rights of Grantor, or any predecessor in title of the Grantor, in, on, over and under all lands and interests therein, including, without limitation, roads, highways, railroads, rivers, canals, ditches, bridges, State and National parks, forests and wilderness areas, public grounds or structures, or elsewhere, and all rights incident thereto, and further including, without limitation, those described in Part III of Exhibit A hereto (herein collectively called the "Easements" and singularly, each "Easement"); and
- (d) Other Interests. With respect to the property described in Items 1.1(a) through and including (c) above, all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to such property, or any part thereof, including, without limitation, all reversions, remainders, rents, revenues, issues, earnings, income, products and profits thereof, and all the right, title, interest and claim whatsoever, at law as well as in equity, of Grantor in and to the above described property, including, without limitation, a 50% partnership interest in Heartland Pipeline Company, a partnership of ELPC and Conoco, Inc. and the other interests, if any, described in Part IV of Exhibit A hereto;

provided, there is hereby RESERVED AND EXCEPTED from this Conveyance in favor of Grantor, its successors and assigns, the tracts or parcels of land, rights, titles, interests

and estates, if any, together with all improvements, fixtures and personal or movable property located thereon, described in Part V of Exhibit A hereto (the "Excepted Property").

TO HAVE AND TO HOLD the Subject Property, subject to the terms and conditions hereof, unto Grantee, its successors and assigns, forever.

PART II TERMS AND CONDITIONS

2.1 PERMITTED ENCUMBRANCES.

This Conveyance is made and accepted expressly subject to (a) all recorded and unrecorded liens, charges, easements, rights-of-way, encumbrances, contracts, agreements, instruments, obligations, defects, interests, options, preferential rights to purchase and all laws, rules, regulations, ordinances, judgments and orders of governmental authorities or tribunals having or asserting jurisdiction over the Subject Property, or the business and operations conducted thereon, in each case to the extent the same are valid, enforceable and affect the Subject Property, or any portion thereof or any interest therein; and (b) to all matters that a current survey or visual inspection, including probing for pipelines, would reflect.

2.2 DISCLAIMER OF WARRANTIES: SUBROGATION.

(a) This Conveyance is made without warranty of title, express, implied or statutory, and without recourse, except as provided to the contrary in Section 2.3(b), but with full substitution and subrogation of Grantee, and all persons claiming by, through and under Grantee, to the extent assignable, in and to all covenants and warranties by Grantor's predecessors in title and with full subrogation of all rights accruing under applicable statutes of limitation and all rights of action of warranty against all former owners of the Subject Property.

(b) Grantee and Grantor agree that the disclaimers contained in this Section are "conspicuous" disclaimers. **WITHOUT LIMITING THE OTHER EXPRESS PROVISIONS HEREOF, GRANTEE SPECIFICALLY AGREES THAT GRANTOR IS CONVEYING THE SUBJECT PROPERTY "AS-IS", WITHOUT REPRESENTATION OR WARRANTY, EITHER EXPRESS, IMPLIED OR STATUTORY (ALL OF WHICH GRANTOR HEREBY DISCLAIMS), AS TO (i) TITLE, (ii) TRANSFERABILITY, (iii) FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN OR QUALITY, (iv) COMPLIANCE WITH SPECIFICATIONS, CONDITIONS, OPERATION, (v) FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT, OR ABSENCE OF LATENT DEFECTS, OR (vi) ANY OTHER MATTER WHATSOEVER. TO THE EXTENT APPLICABLE (AND WITHOUT ADMITTING SUCH APPLICABILITY), GRANTEE ALSO HEREBY WAIVES THE PROVISIONS**

OF THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, CHAPTER 17, SUBCHAPTER E, SECTIONS 17.41, ET SEQ. (OTHER THAN SECTION 17.555, WHICH IS NOT WAIVED), TEX. BUS. & COM. CODE, AND ALL SIMILAR LAWS IN OTHER JURISDICTIONS. THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED BY GRANTEE AND GRANTOR AFTER DUE CONSIDERATION AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY REPRESENTATIONS OR WARRANTIES OF GRANTOR, EITHER EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO THE SUBJECT PROPERTY THAT MAY ARISE PURSUANT TO ANY LAW NOW OR HEREAFTER IN EFFECT OR OTHERWISE EXCEPT AS EXPRESSLY SET FORTH HEREIN.

(c) Any covenants implied by statute or law by the use of the words "grant", "bargain", "sell", "assign", "convey", "transfer", or "deliver" or "set over", or any of them or any other words used in this Conveyance (including the covenant implied under Section 5.023 of the Texas Property Code) are hereby expressly disclaimed, waived and negated.

2.3 FURTHER ASSURANCES; THE CONVEYANCES.

(a) Grantor and Grantee agree to take all such further actions and to execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purpose of this Conveyance. So long as authorized by applicable law so to do, Grantor agrees to execute, acknowledge and deliver to Grantee all such other additional instruments, notices, affidavits, deeds, conveyances, assignments and other documents and to do all such other and further acts and things as may be necessary or useful to more fully and effectively grant, bargain, sell, assign, convey, transfer, deliver and set over to Grantee the Subject Property conveyed hereby or intended so to be conveyed. In particular, without limitation, in the event that any Exhibit to this Conveyance omits to describe or inadequately or incorrectly describes any lands or interests in lands intended by Grantor to be conveyed to Grantee or excepted or reserved to Grantor hereby, upon written request of Grantee, Grantor shall execute such additional instruments as may be necessary or appropriate to supply or correct such descriptions and to effect such additional conveyance or reservation.

2.4 CROSS-CONVEYANCE AND RESERVATION OF CERTAIN RIGHTS.

If and to the extent any Subject Property is located on the Excepted Property, to the extent it may lawfully do so, Grantor (the "grantor party") hereby grants, bargains, sells, assigns, conveys, transfers, delivers and sets over to the Grantee, its successors and assigns (the "grantee party") the non-exclusive and assignable right to maintain, operate, replace, repair and remove such portion of the Subject Property on, in, over and under, as the case may be, the Excepted Property, upon and subject to the other terms and conditions hereof. If and to the extent any Excepted Property is located on the Subject Property, to the extent it may lawfully do so, Grantor (the "grantor party") hereby reserves

and excepts unto Grantor, its successors and assigns (Grantor, in its capacity as owner of the Excepted Property and the rights reserved in this Section 2.4 burdening the Subject Property shall be referred to herein as the "grantee party") the non-exclusive right to maintain, operate, replace, repair and remove such portion of the Excepted Property on, in, over and under, as the case may be, the Subject Property, upon and subject to the other terms and conditions hereof. In each case, the rights conveyed or reserved pursuant to this Section shall be limited to the right to maintain, operate, replace, repair and remove the item of property for which the right is granted or reserved in the place where the same is now located, together with such additional area as is reasonably necessary and useful in order to exercise the right granted or reserved. Any right of entry by the grantee party, its successors or assigns, or anyone acting by, through or under the grantee party, its successors and assigns, upon property of the grantor party, its successors or assigns, may be exercised only after reasonable prior written notice by the grantee party, its successors or assigns, to the grantor party, its successors or assigns, except in the case of an emergency involving the immediate threat of personal injury or property damage, in which event the notice shall be given as soon as reasonably possible. The rights granted or reserved hereunder shall be exercised so as not to endanger or unreasonably interfere with the ownership, maintenance, operation, replacement, repair or removal of other facilities located on the applicable property at the time such rights are exercised.

In any case, where rights are granted or reserved pursuant to this Section, each of Grantor and Grantee covenant and agree, on behalf of itself, its successors and assigns, upon written request of the other party, promptly to execute and deliver such instrument(s) as are reasonably necessary to evidence the rights herein granted or reserved as to specific property, which instrument(s) shall be in form sufficient to evidence the rights of record in the jurisdiction where the applicable property is located.

2.5 CONSENTS; RESTRICTION ON ASSIGNMENT.

If there are prohibitions against or conditions to the conveyance of one or more portions of the Subject Property (except as expressly provided to the contrary in Exhibit A with respect to certain parcels of Fee Land) without the prior written consent of third parties (other than consents of a ministerial nature which are normally granted in the ordinary course of business), which if not satisfied would result in a breach thereof by Grantor or would give an outside party the right to terminate Grantor's or Grantee's rights with respect to such portion of the Subject Property (herein called a "Restriction"), then any provision contained in this Conveyance to the contrary notwithstanding, the transfer of title through this Conveyance shall not become effective with respect to such portion of the Subject Property unless and until such Restriction is satisfied or waived by the parties hereto. When and if such a Restriction is satisfied or waived, the assignment of such portion of the Subject Property shall become effective automatically as of the Effective Time without further action on the part of Grantor. If any such Restriction is not satisfied or waived by the parties hereto within twenty-one (21) years after the death of the last to die of all descendants of Theodore Roosevelt, late President of the United

States, who are living on the date this Conveyance is executed as reflected below, the transfer to Grantee of such portion of the Subject Property, if any, affected by such Restriction shall be null and void. Grantor and Grantee agree to use reasonable efforts to obtain satisfaction of any Restriction.

PART III
MISCELLANEOUS

3.1 SUCCESSORS AND ASSIGNS; NO THIRD PARTY BENEFICIARY.

This Conveyance shall bind and inure to the benefit of Grantor and Grantee and their respective successors and assigns, but shall not inure to the benefit of or be enforceable by any other party. To the extent Grantee may lawfully grant such right, Grantee may transfer any or all of the Subject Property, and the provisions hereof shall bind and benefit such transferee, to the extent transferred, as if such transferee were Grantee.

3.2 GOVERNING LAW.

This Conveyance shall be governed by, and construed in accordance with, the laws of the State of Texas, excluding any conflict of law rule which would refer any matter to the laws of another jurisdiction, except when it is mandatory that the law of the jurisdiction wherein the Subject Property is located shall apply.

3.3 THE EXHIBIT.

Reference is made to Exhibit A attached hereto and made a part hereof for all purposes. References in the Exhibit to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in the Exhibit are to the appropriate records of the county or counties in which the Subject Property or Excepted Property is located. Reference in this Conveyance or the Exhibit hereto to any instrument (or reference in any such instrument to any other instrument) shall not be deemed to make valid or enforceable any instrument which is not valid or enforceable or to modify or change the legal effect of any such instrument.

3.4 RECORDATION.

To facilitate recording or filing of this Conveyance, the counterpart to be recorded in a given county may contain only those portions of the exhibits that describe property located in such county and (ii) each counterpart filed with a federal or state agency or office may contain only those portions of the exhibits that describe property under the jurisdiction of that agency or office. Grantor and Grantee have each retained a counterpart of this Conveyance with complete exhibits. Another counterpart of this Conveyance with complete exhibits is to be filed in the official real property records of Sedgwick County, Kansas.

3.5 HEADINGS.

Headings are included in this Conveyance for convenience and shall not define, limit, extend, or describe the scope or intent of any provision.

WITNESS THE EXECUTION HEREOF on the 23 day of July, 1992, effective as of the Effective Time.

ENRON LIQUIDS PIPELINE COMPANY

By: *Rodney L. Gray*
Rodney L. Gray
Vice President and Treasurer

Attest:

Sarah A. Gale
Sarah A. Gale
Assistant Secretary

(Corporate Seal)

ENRON OIL TRADING & TRANSPORTATION COMPANY

By: *Rodney L. Gray*
Rodney L. Gray
Vice President and Treasurer

Attest:

Sarah A. Gale
Sarah A. Gale
Assistant Secretary

(Corporate Seal)

ENRON GAS LIQUIDS, INC.

By: *Mary Ellen Coombe*
Mary Ellen Coombe
Senior Vice President, Administration

Attest:

Sarah A. Gale
Sarah A. Gale
Assistant Secretary

(Corporate Seal)

GRANTOR

Attachment: Exhibit A: Description of the Subject Property and the Excepted Property

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

BE IT REMEMBERED, that I, Mila Gibson, a Notary Public duly qualified, commissioned, sworn and acting in and for the State of Texas, hereby certify that, on this 23 day of July, 1992, there appeared before me Rodney L. Gray, Vice President and Treasurer, and Sarah A. Galey, Assistant Secretary, respectively, of each of ENRON LIQUIDS PIPELINE COMPANY, a Delaware corporation, and ENRON OIL TRADING & TRANSPORTATION COMPANY, a Delaware corporation, both with their general offices at 1200 Smith, Houston, Texas 77002, and whose mailing addresses are P.O. Box 1188, Houston, Texas 77251-1188.

(Illinois)

I, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named persons, respectively, of said corporations, Delaware corporations and personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such designated officers, they have signed and delivered the foregoing instrument as their free and voluntary act, and as the free and voluntary act and deed of said corporations, for the uses and purposes therein set forth.

(Indiana)

Before me, a Notary Public in and for said State, personally appeared the above named persons, known to me to be the designated officers who acknowledged execution of the foregoing instrument for and on behalf of said corporations, and who, having been duly sworn, stated that they were authorized to execute such instrument.

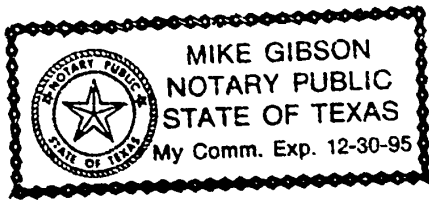
(Iowa)

On this day, before me, a Notary Public in and for the said State, personally appeared the above named persons, to me personally known, who being by me duly sworn, did say that they are the designated officers of the corporations executing the foregoing instrument, that the seals affixed thereto are the seals of the corporations; that the instrument was signed and sealed on behalf of the corporations by authority of their boards of directors; that the officers acknowledged the execution of said instrument to be the voluntary act and deed of the corporations by them voluntarily executed.

(Missouri)

On this day, before me, personally appeared the above named persons, to me personally known, who, being by me duly sworn, did say that they are the designated officers of said corporations and that the seals affixed to the foregoing instrument are the seals of said corporations and that said instrument was signed and sealed in behalf of said corporations, by authority of their Boards of Directors; and said officers acknowledged said instrument to be the free act and deed of said corporations.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of Houston, County of Harris and State of Texas, this 23 day of July, 1992.



Mike Gibson

Notary Public in and for
The State of Texas

Mike Gibson
Printed Name of Notary Public

Residing at:

902 Westforest

Houston, Texas 77079

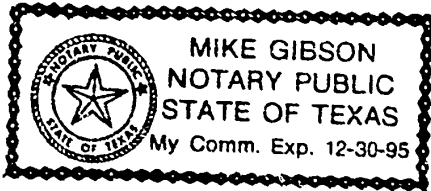
My Commission Expires:

12-30-95

KANSAS

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 23 day of July, 1992 by Rodney L. Gray, Vice President and Treasurer, and Sarah A. Galey, Assistant Secretary, respectively, of each of ENRON LIQUIDS PIPELINE COMPANY, a Delaware corporation, and ENRON OIL TRADING & TRANSPORTATION COMPANY, a Delaware corporation.



Mike Gibson

Notary Public in and for the
State of Texas

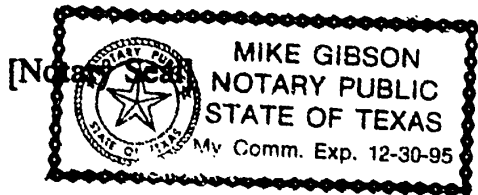
My Commission Expires:

12.30.95

NEBRASKA

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 23 day of July, 1992, by Rodney L. Gray, Vice President and Treasurer, and Sarah A. Galey, Assistant Secretary, respectively, of each of ENRON LIQUIDS PIPELINE COMPANY, a Delaware corporation, and ENRON OIL TRADING & TRANSPORTATION COMPANY, a Delaware corporation, on behalf of said corporations.



Mike Gibson

Notary Public in and for
The State of Texas

My Commission Expires:

12.30.95

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS .§

BE IT REMEMBERED, that I, Mike Gibson, a Notary Public duly qualified, commissioned, sworn and acting in and for the State of Texas, hereby certify that, on this 23 day of July, 1992, there appeared before me Mary Ellen Coombe, Senior Vice President, Administration, and Sarah A. Galey, Assistant Secretary, respectively, ENRON GAS LIQUIDS, INC., a Delaware corporation, with its general office at 1400 Smith, Houston, Texas 77002, and whose mailing address is P. O. Box 1188, Houston, Texas 77251-1188.

(Illinois)

I, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named persons, respectively, of said corporation, Delaware corporation and personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such designated officers, they have signed and delivered the foregoing instrument 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.

(Indiana)

Before me, a Notary Public in and for said State, personally appeared the above named persons, known to me to be the designated officers who acknowledged execution of the foregoing instrument for and on behalf of said corporation, and who, having been duly sworn, stated that they were authorized to execute such instrument.

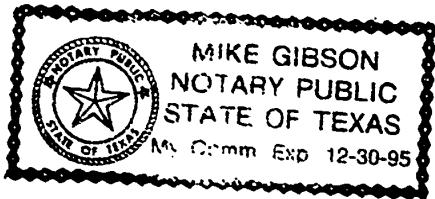
(Iowa)

On this day, before me, a Notary Public in and for the said State, personally appeared the above named persons, to me personally known, who being by me duly sworn, did say that they are the designated officers of the corporation executing the foregoing instrument, that the seal affixed thereto is the seal of the corporation; that the instrument was signed and sealed on behalf of the corporation by authority of its board of directors; that the officers acknowledged the execution of said instrument to be the voluntary act and deed of the corporation by them voluntarily executed.

(Missouri)

On this day, before me, personally appeared the above named persons, to me personally known, who, being by me duly sworn, did say that they are the designated officers of said corporation and that the seal affixed to the foregoing instrument are the seal of said corporation and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said officers acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of Houston, County of Harris and State of Texas, this 23 day of July, 1992.



Mike Gibson
Notary Public in and for
The State of Texas

Mike Gibson
Printed Name of Notary Public

Residing at:

902 West Forest

Houston, Texas 77079

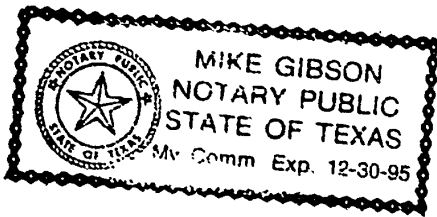
My Commission Expires:

12-30-95

KANSAS

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 23 day of July, 1992 by Mary Ellen Coombe, Senior Vice President, Administration, and Sarah A. Galey, Assistant Secretary, respectively, of ENRON GAS LIQUIDS, INC., a Delaware corporation.



Mike Gibson

Notary Public in and for the
State of Texas

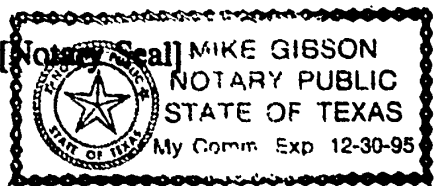
My Commission Expires:

12-30-95

NEBRASKA

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 23 day of July, 1992, by Mary Ellen Coombe, Senior Vice President, Administration, and Sarah A. Galey, Assistant Secretary, respectively, of ENRON GAS LIQUIDS, INC., a Delaware corporation, on behalf of the corporation.



Mike Gibson

Notary Public in and for
The State of Texas

My Commission Expires:

12-30-95

EXHIBIT A

**PREAMBLE TO EXHIBIT A TO
CONVEYANCE, ASSIGNMENT AND BILL OF SALE**

from

Enron Liquids Pipeline Company,
Enron Oil Trading & Transportation Company, and
Enron Gas Liquids, Inc.

to

Enron Liquids Pipeline Operating Limited Partnership

1. Definitions. For purpose of this Preamble, unless the context otherwise requires, all terms employed herein that are defined in the Conveyance, Assignment and Bill of Sale to which the Exhibit, herein defined, is attached (the "Conveyance") shall have the meaning stated in the Conveyance.

2. The Preamble. This Preamble constitutes part of Exhibit A to the Conveyance (the "Exhibit"). The Exhibit is divided into five parts (singularly, "Part" and, collectively, "Parts"), as follows:

- Part I - Description of Fee Land.
- Part II - Description of the Pipelines.
- Part III - Description of the Easements.
- Part IV - Description of the Other Interests.
- Part V - Excepted Property.

If none of the Subject Property of the classification covered by a Part is located in a given county, parish or recording jurisdiction or is intended to be conveyed by the Conveyance, such Part may be omitted from the Exhibit, may not be completed, or may be marked "none".

If any portion of the Subject Property described in the Conveyance is located in two or more counties, parishes or recording jurisdictions, the description of such portion of the Subject Property will be included in the description for each such county, parish or recording jurisdiction.

If an easement or other instrument referred to in the Exhibit is a short form or a recording memorandum of an easement or other instrument, the description shall be deemed to include the short form or recording memorandum and also the easement or other instrument referred to therein.

The classification of the Subject Property herein as Part I (Fee Land), Part II (Pipelines), Part III (Easements) and Part IV (Other Interests) is solely for convenience of reference. It is the intent of Grantor to convey all right, title, interest and estate of Grantor to Grantee, its successors and assigns, as to all the Subject Property, regardless of its classification herein. Accordingly, without limiting the preceding sentences, no misclassification shall be deemed to limit or defeat the conveyance by Grantor to Grantee, its successors or assigns, of Grantor's right, title, interest or estate in any lands, interest in land, easements, conveyances or deeds or other interest, wherever included in Parts I, II, III and IV and however classified, excluding only the Excepted Property. In connection with the Excepted Property, see Description. Any inconsistency, ambiguity or defect in the description of the lands, easements or instruments described herein shall be resolved in favor of the correct and valid description.

3. Format of Parts I, III, IV and V. The format of Part I (Fee Lands), Part III (Easements), Part IV (Other Interests) and Part V (Excepted Property) of the Exhibit is as follows:

- Heading: Identification of the Part as Part I, III, IV or V. The state and county, parish or recording jurisdiction where the applicable portion of the Subject Property is located.
- Record No.: If included, administrative identification numbers and facility names are included only for convenience of reference, and not as part of the legal description.
- Instrument: If included, the type of instrument, as reflected by Grantor's records. The type of instrument is included for convenience of reference, and not as part of the description. In some jurisdictions, the tax parcel identification is included.
- Grantor: The name of the grantor, lessor, licensor, assignor or other granting or assigning party of the easement or instrument described in the Exhibit. In the case of an easement or other instrument granted by a federal or state agency, the serial number, if any, may be shown.

Grantee: If included, the name of the grantee, lessee, licensee, assignee or other recipient of the easement or instrument described in the Exhibit.

Date: The date, effective date, acknowledgement date or other identification date of the easement or instrument described.

Book
Page
File

The recordation reference of the easement or instrument described in the applicable public records of the state and county, parish or recording jurisdiction shown in the heading of the Exhibit. The recordation reference is to the volume or book and page or file number, microfilm index number, instrument number, original act number, entry number or other reference or identification name and number of the applicable public records. The applicable public records may be the deed records, official public records of real property, official public records, conveyance records lease records, contract records or other applicable public records that the county, parish or recording jurisdiction shown in the heading of the Part may maintain or may have maintained for the recordation of deeds, easements, rights of way, servitudes, leases, surface leases, surface rights, interests in land, permits, licenses, grants affecting land, other interests, franchises, ordinances, orders, privileges, consents, condemnation judgments or awards, judgments on declaration of taking and judgments in trespass to try title or other judicial actions relating to title, if any, as the case may be, at the time of filing. If no recordation reference is shown, the easement or other instrument may not be recorded in such county, parish or recording jurisdiction.

The file number, if shown, is the County or Parish clerk's or recorder's file number, document number, film code number, reel and image number or other official identification number.

The punctuation, spacing and styling of the book and page number and the file number may or may not be the same as that of the clerk or recorder.

Description:

The Exhibit (except Part V being the Excepted Property) describes the greater of (i) the lands and all other rights, titles, interests and estates described in the respective easements or other instruments described in the Exhibit or (ii) the lands described in the Exhibit under the heading "Description", limited to the extent, but only to the extent of Grantor's right, title, interest and estate therein. The preceding sentence notwithstanding, if the lands described under the heading "Description" expressly "Reserve", "Save" or "Except" certain property or interests, the property or interests so reserved or excepted shall be deemed to be Excepted Property.

An instrument described in the Exhibit (except Part II) may be a deed, assignment or other instrument of transfer, which describes, conveys, assigns or transfers lands or interests in land described therein solely by reference to other deeds, assignments, easements and instruments, which may or may not be described separately in the Exhibit. In such event, the Exhibit (except Part II) shall be deemed to cover and include the lands, easements and interests in land so described, conveyed, assigned or transferred in such deed, assignment or other instrument of transfer, whether or not the latter lands, deeds, assignments or other instruments are described separately in the Exhibit, unless expressly reserved, saved or excepted. The description of a deed, assignment, easement, or instrument shall be deemed to cover and include, and be subject to, any amendment, modification, ratification, correction or replacement instrument or instrument in lieu of the instrument described, whether or not the amendment, modification, ratification, correction, replacement or in lieu instrument is recorded or expressly described.

Certain land descriptions are shown in an abbreviated form as to section, township and range. In such descriptions, the following terms may be abbreviated as follows:

Northwest Quarter - NW/4 or NW1/4 or NW4 or NW;
 Southwest Quarter - SW/4 or SW1/4 or SW4 or SW;
 Southeast Quarter - SE/4 or SE1/4 or SE4 or SE;
 Northeast Quarter - NE/4 or NE1/4 or NE4 or NE;
 North Half - N/2 or N1/2 or N2;
 South Half - S/2 or S1/2 or S2;
 East Half - E/2 or E1/2 or E2;
 West Half -W/2 or W1/2 or W2; and
 Southeast Quarter of the Northeast Quarter -
 SE/4 NE/4, SE1/4 NE 1/4, or SE4NE4 or SE4NE or
 SE/4NE or SENE.

Southeast corner - SE/C or SE/Cor

The applicable section may be identified by the abbreviations SEC or S with the numeral(s) following SEC or S being the section number.

The township and range may be identified by the abbreviations TWP or T and RNG or R, with the numeral(s) following TWP or T being the township number and the numeral(s) following RNG or R being the range number. The township and range numbers may be followed by a N, S, E or W to indicate whether the township or range is North, South, East or West, respectively.

The description may contain the abbreviations "Lt", "L" or "Lts" for "Lot" or "Lots"; "Pt" or "Pts" for "Part" or "Parts"; "OG&M" for "oil, gas and minerals"; "UND" for "undivided"; "Int" for "interest", "Lt" for left in proper context; "Rt" for right; "Cl", "CL", "Center/Ln" or "Center/L" for centerline; "Th" or "Thn" for thence; "Rd" for road or rod in proper context; "Sd" for said; "Comm" for commencing; "Desc" for described and "POB" for point of beginning.

Part IV (Other Interests) is a description of other rights, titles and interests.

Part IV may contain certain narrative entries which generally describe a right, interest or use granted by a specific instrument (e.g. "salt water p/1", "road crossing

permit", etc.). Such entries are included for identification or convenience of reference but are not intended to enlarge, diminish or accurately describe the interest, rights, uses or permits granted by the instrument described.

Part V (Excepted Property) is a description of the Excepted Property, if any.

4. Format of Part II.

The format of Part II (Pipelines) is as follows:

Heading:

Identification of Part II. The state and county or parish or recording jurisdiction where the pipeline is located.

Line No.:

The number, name and description, if included, are an administrative identification number, name and description, as reflected by grantor's records, and are included for convenience of reference.

Line Name:

The number, name and description, if included, are an administrative identification number, name and description, as reflected by grantor's records, and are included for convenience of reference.

Line

A summary description of the Pipeline.

Description:

The information shown in Part II is intended as a general description or identification of the pipeline for purposes of the Conveyance and is not intended to limit the Conveyance. Reference is made to the actual pipeline as located on the ground for all purposes.

EXHIBIT A - PART 1 (FEE)

None

EXHIBIT A - PART II
(PIPELINES)

07/27/92

<u>COUNTY/PARISH</u>	<u>SYSTEM</u>	<u>P/L NO.</u>	<u>DESCRIPTION OF PIPELINE</u>
Will County, Illinois	NORTH	IL-106	Pipeline 106 is an 8" products pipeline, portions of which are located in Cook, DuPage and Will Counties, Illinois; and Lake County, Indiana. Pipeline 106 begins at the Williams Brothers Pipeline Co. Tie-in in DuPage County, Illinois and terminates at the Phillips Meter Station in Lake County, Indiana. (Use of the words "beginning," "ending," "starting" or "terminating" or forms thereof relates only to geographical location and does not necessarily indicate product flow or directional use of the pipeline.)
Will County, Illinois	NORTH	IL-107	Pipeline 107 is a 10" products pipeline, portions of which are located in Grundy, Kendall and Will Counties, Illinois. Pipeline 107 begins at the ELPC Morris Pump Station in Grundy County, Illinois and terminates at the ELPC Lemont Terminal and Pump Station located in Will County, Illinois. (Use of the words "beginning," "ending," "starting" or "terminating" or forms thereof relates only to geographical location and does not necessarily indicate product flow or directional use of the pipeline.)
Will County, Illinois	NORTH	IL-306	Pipeline 306 is an 8" products pipeline located in Will County, Illinois. Pipeline 306 begins at the ELPC Lemont Terminal and Pump Station located in Will County, Illinois and terminates at the ELPC Lemont Truck Loading Rack located in Will County, Illinois. (Use of the words "beginning," "ending," "starting" or "terminating" or forms thereof relates only to geographical location and does not necessarily indicate product flow or directional use of the pipeline.)
Will County, Illinois	NORTH	IL-314	Pipeline 314, a 6" products pipeline, portions of which are located in Grundy and Will Counties, Illinois, begins at the ELPC Morris Pump Station and terminates at the Mobil Oil Corporation Meter Station in Will County, Illinois. (Use of the words "beginning," "ending," "starting" or "terminating" or forms thereof relates only to geographical location and does not necessarily indicate product flow or directional use of the pipeline.)
Will County, Illinois	NORTH	IL-316	Pipeline 316 is a 6" products pipeline, portions of which are located in

EXHIBIT A - PART II
(PIPELINES)

07/27/92

<u>COUNTY/PARISH</u>	<u>SYSTEM</u>	<u>P/L NO.</u>	<u>DESCRIPTION OF PIPELINE</u>
Will County, Illinois	NORTH		Grundy and Will Counties, Illinois. Pipeline 316 begins at the ELPK Morris Pump Station and terminates at the Mobil Oil Corporation Meiser Station in Will County, Illinois (Use of the words "beginning," "ending," "starting" or "terminating" or forms thereof relates only to geographical location and does not necessarily indicate product flow or directional use of the pipeline.)

EXHIBIT A - PART III (EASEMENTS)
WILL COUNTY, ILLINOIS

1992/07/29

RECORD NO	INSTRUMENT	GRANTOR	GRANTEE	DATE	BOOK	PAGE	FILE	DESCRIPTION
HTI-259	Agreement/Let ter Agreement	Elgin-Joliet & Eastern Railway Co.	Northern Gas Products Co.	06/15/66				T37N-R9E, 3rd P.M. ----- Sec 20: SW/4 - p/l across RR ROW at Survey Sta 3149+08.5 at Normaltown, Illinois, said property being S of 252nd Ave
HTI-284	Pipe Line License [Ref. Santa Fe Railway No. 86406]	Atchison, Topeka & Santa Fe Railway Co.	Hydrocarbon Transportation, Inc.	05/18/67				T36N-R10E, 3rd P.M. ----- Sec 2: W/2 - p/l across RR ROW near Lockport, Illinois, said property being N of New Avenue
HTI-286	Agreement [Ref. No. A 14298]	Gulf, Mobile and Ohio Railroad Co. [c/o Illinois Central Railroad Co.]	Northern Gas Products Co.	03/06/67				T36N-R10E, 3rd P.M. ----- Sec 2: E/2 - RR crossing 1964 ft N of MP 30 near Romeoville, IL, said property being N of New Avenue
HTI-457	Pipe Line Crossing [Ref. No. A 14297]	Gulf, Mobile and Ohio Railroad Co. [c/o Illinois Central Railroad Co.]	Hydrocarbon Transportation, Inc.	10/08/70				T36N-R10E, 3rd P.M. ----- Sec 2: RR crossing 3,313 ft S of MP 29 near Romeoville, IL, said property being North of New Avenue
HTI-459	License Agreement	Elgin-Joliet & Eastern Railway Co.	Hydrocarbon Transportation, Inc.	02/23/71				T35N-R9E, 3rd P.M. ----- Sec 20: Sur. Sta. 464+51.6 or. Rwy's Ill. River Branch Line in NW/4, near Minooka, Illinois, said property being S of US Hwy 52.
HTI-460	License Agreement	Elgin-Joliet & Eastern Railway Co.	Hydrocarbon Transportation, Inc.	02/23/71				T36N-R9E, 3rd P.M. ----- Sec 24: Sur. Sta. 3509+02.9 on the main

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EXHIBIT A - PART III (EASEMENTS)
WILL COUNTY, ILLINOIS

1992/07/29

RECORD NO INSTRUMENT GRANTOR GRANTEE DATE BOOK PAGE FILE DESCRIPTION

RECORD NO	INSTRUMENT	GRANTOR	GRANTEE	DATE	BOOK	PAGE	FILE	DESCRIPTION
HTI-460	License							line of the Rwy at Coynes, Ill, in SW/4, said property being N and E of Hwy 30.
HTI-461	Pipe Line Agreement [Ref. No. 26571]	Atchison, Topeka & Santa Fe Railway Co.	Hydrocarbon Transportation, Inc.	07/06/70				T36N-R10E, 3rd P.M. ----- Sec 2: SW/4 near Romeo, Illinois, said property being W of High Road
HTI-571-001	Easement Agreement	Illinois Dept. of Conservation	Hydrocarbon Transportation, Inc.	04/15/77	R77	15424		T34N-R9E, 3rd P.M. ----- Sec 20: Portion along S Boundary Sec 29: Portion along W Boundary
HTI-582	Pipe Line License [Ref. No. 86816]	Atchison, Topeka & Santa Fe Railway Co.	Hydrocarbon Transportation, Inc.	03/03/77				T34N-R9E, 3rd P.M. ----- Sec 21: SE/4 - p/l across RR ROW at WP 2+3409 near Joliet, Illinois,
HTI-604	Cathodic Protection Contract	Felman, Marie L.	Hydrocarbon Transportation, Inc.	04/23/71	R71-9885			T36N-R9E, 3rd P.M. ----- Sec 32: A part of SE/4 SE/4 lying S and E of the Commonwealth Edison Right of Way, said property being S of Caton Farm Road
HTI-713-001	Easement Agreement	Texaco, Inc.	Hydrocarbon Transportation, Inc.	11/17/76				T36N-R10E, 3rd P.M. ----- Sec 2: SE/4, said property being W of High Road
HTI-736-002	Supplemental Easement	Commonwealth Edison Co.	UPG, Inc.	12/30/80	R83-06689			T34N-R9E, 3rd P.M. -----

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EXHIBIT A - PART 111 (EASEMENTS)
WILL COUNTY, ILLINOIS

1992/07/29

RECORD NO. INSTRUMENT GRANTOR GRANTEE DATE BOOK PAGE FILE DESCRIPTION

RECORD NO.	INSTRUMENT	GRANTOR	GRANTEE	DATE	BOOK	PAGE	FILE	DESCRIPTION
HTI-736-002	Agreement							Secs 19, 20 & 21: Parcel Nos 13, 16, 18, 19 & 20 in Commonwealth Edison Company's Wilton Center-Plano Right-of-Way in S/2
HTI-739	Agreement	Mobil Joliet Refinery Corp.	UPG, Inc.	06/01/81	R82-06064			T34N-R9E, 3rd P.M. ----- Secs 22 & 23: Easement Description No. 1 (Pipeline) Comm. at the SW/C Sec 22, th N 89 dgs 59' 45" E 132.1 ft along S line of Sec 22 to the intersection of E ROW line of 1-55 and said S Sec line Sec 22; th N 0 dg 32' 50" W 83.5 ft to P08; th N 89 dgs 59' 45" E 68 ft; th N 0 dg 32' 50" W 236 ft parallel with said E ROW line of 1-55; th N 89 dgs 59' 45" E 4320 ft parallel with & 6 ft W of said N line of Commonwealth Edison Co. property to pt 80 ft NW'ly from the c/l of the Atchinson, Topeka & Santa Fe RR; th N 19 dgs 11' 57" E 3085 ft parallel with and 80 ft NW'ly from said c/l of RR extending into Sec 23: th N 10 dgs 34' 07" E 390 ft; th N 63 dgs 48' 27" E 88 ft to a pt 77 ft NW'ly from said c/l of RR; th N 19 dgs 11' 57" E 73.2 ft pt 67 ft NW'ly from said c/l of RR; th N 23 dgs 44' 48" W 970 ft; th N 19 dgs 30' 00" E 30 ft; th N 59 dgs 25' 12" E 298 ft; th N 0 dg 54' 48" W 70 ft to pt of Mobil Joliet Refinery Corp. ("Mobil") terminal site tie-in, also said pt being end of above descr'd c/l being located at Refinery Plant coordinates N 4756.3 ft, E 5593.54 ft. Easement Description No. 2 (Meter Terminal Site) An area situated in Sec 23-T34N-R9E, more particularly descr'd as follows: Beg at pt of termination of esmt Description 1 (Pipeline) said P08 at Refinery Plant Coordinates N 4756.3 ft, E 5593.54 ft; th N 89 dgs 05' 12" E 109.55 ft; the N 0 dg 54' 48" W 213.81 ft; (cont'd on attachment)
HTI-740	Pipeline license	Atchison, Topeka & UPG, Inc. Santa Fe Railway Co.		01/29/81				T34N-R9E, 3rd P.M. ----- Sec 21: SE/4 - p/l across RR ROW at MP 2+3414 at Sta 139+74
IL-106-091	Pipeline Easement	Boughton, Robert, and Leona Boughton Products Co.	Northern Gas	08/16/65	2194	59	R66 738	T37N-R9E, 3rd P.M. ----- Sec 20: W/2 SE/4, NE/4 SE/4 & S 20 acres

EXHIBIT A - PART III (EASEMENTS)
WILL COUNTY, ILLINOIS

RECORD NO INSTRUMENT GRANTOR GRANTEE DATE BOOK PAGE FILE DESCRIPTION

RECORD NO	INSTRUMENT	GRANTOR	GRANTEE	DATE	BOOK	PAGE	FILE	DESCRIPTION
IL-106-091	Pipeline							W/2 NE/4 (140 acres) Said property being N of 119th St. Sec 27: E/2 E/2 NW/4 Said property being S of 119th St.
IL-106-092	Pipeline Easement	Krohn, Eloise M., and Walter G. Krohn	Northern Gas Products Co.	09/09/65	2208	455	R66 3601	T37N-R9E, 3rd P.M. ----- Sec 20: SE/4 SE/4 Said property being N of 119th St. Sec 29: 46 acres in E/2 NE/4 Said property being S of 119th St.
IL-106-094	Pipeline Easement	Varley, Merwin L. and Adeline M. Varley	Northern Gas Products Co.	02/21/66	2208	469	R66 3613	T37N-R9E, 3rd P.M. ----- Sec 21: SW/4 SW/4 Said property being N of 119th St. Sec 28: W/2 NW/4 Said property being S of 119th St.
IL-106-096	Pipeline Easement	Culver, James F.	Northern Gas Products Co.	09/02/65	2194	61	R66 739	T37N-R9E, 3rd P.M. ----- Sec 28: E/2 NW/4 (pipeline shall be located in the ROW, & not closer than 5 ft from, the S Hwy Line of TWP Rd between Sec 22 & 28), Said property being S of 119th St.
IL-106-098	Pipeline Easement	Fry, George D., et al.	Northern Gas Products Co.	09/10/65	2194	79	R66 741	T37N-R9E, 3rd P.M. ----- Sec 28: NW/4 NE/4, said property being S of 119th St.

EXHIBIT A - PART III (EASEMENTS)
WILL COUNTY, ILLINOIS

1992/07/29

RECORD NO	INSTRUMENT	GRANTOR	GRANTEE	DATE	BOOK	PAGE	FILE	DESCRIPTION
IL-106-099	Pipeline	Fry, Clara S., Mrs., et al.	Northern Gas Products Co.	09/10/65	2194	81	R66 742	T37N-R9E, 3rd P.M. ----- Sec 27: W/2 NW/4 Sec 28: NE/4 NE/4 As amended by that certain Partial Release of Easement dated 08/16/88, recorded at Film Code No. R88-38592, to be a strip 53 ft in width in the W/2 NW/4 Sec 27 Said property being S of 119th St.
IL-106-102	Pipeline Easement	Haag, Byron M., and Alice V. Haag	Northern Gas Products Co.	12/23/65	2194	433	R66 1174	T37N-R9E, 3rd P.M. ----- Sec 22: S 33' SE/4 SW/4 (said 33 ft located in the ROW of TWP Rd lying between Sec 22 & 27) Said property being N of 119th St.
IL-106-103	Pipeline Easement	Birkett, Reese L., and Lois Birkett	Northern Gas Products Co.	12/18/65	2194	83	R66 743	T37N-R9E, 3rd P.M. ----- Sec 22: S 33 ft S/2 SE/4 in the Township Rd ROW Said property being N of 119th St.
IL-106-105	Pipeline Easement	Kropp, David A.	Northern Gas Products Co.	09/10/65	2194	85	R66 744	T37N-R9E, 3rd P.M. ----- Sec 23: S/2 Sec 23 - Comm. at SW/C of sec; thence N along W line 23.34 chains; thence E parallel to S line 50.0 ft; thence SE'ly to a point in S line of sec lying 540 ft E of SW/C; thence W along S line to P08 Said property being N o 119th St.
IL-106-106	Pipeline	Birkett, Reese L.	Hydrocarbon	06/29/67			R67 9882	T37N-R9E, 3rd P.M.

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EXHIBIT A - PART III (EASEMENTS)
WILL COUNTY, ILLINOIS

1992/07/29

RECORD NO	INSTRUMENT	GRANTOR	GRANTEE	DATE	BOOK PAGE	FILE	DESCRIPTION
IL-106-106	Easement		Transportation, Inc.				----- Sec 26: A tract in NW/4 described as follows: Commencing at point 6.9 ft S of Common corner of Secs 22, 23, 26, 27; thence SE 1/4 37 ft to pt 28.3 ft S of centerline of 119th St.; thence E 1/4 368.7 ft to pt 32.6 ft S of centerline 119th St.; thence SE 1/4 49.8 ft to pt 68.4 ft S of centerline 119th St.; thence E 242.2 ft; thence NE 1/4 75 ft to centerline 119th St. & pt of ending, said property being S of 119th St.
IL-106-108	Pipeline Easement	Patterson, James A., and Helen F. Patterson	Northern Gas Products Co.	09/03/65	2194 87	R66 745	----- T37N-R9E, 3rd P.M. ----- Sec 23: Part of S/2 described as follows: Comm. at SW/C; thence N along W line 23.34 chains; thence E parallel to S line 43.93 chains to center of hwy called Plainfield & Naperville Rd.; thence S 1/4 along center of hwy to S line of sec; thence W along S line, 34.63 chains to P08, containing 90 acs, M/L. LESS & EXCEPT 10 ac M/L in SW/C sold to David A. Kropp 10/22/64. Said property being N of 119th St.
IL-106-110	Pipeline Easement	Bronk, LaVergne H., et al.	Northern Gas Products Co.	12/14/65	2194 89	R66 746	----- T37N-R9E, 3rd P.M. ----- Sec 23: S 33 ft SE/4 & S 33 ft E/2 SW/4 Sec 24: S 33 ft SW/4 & S 33 ft W/2 SE/4 Said property being N of 119th St. ----- T37N-R10E, 3rd P.M. -----

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EXHIBIT A - PART 111 (EASEMENTS)
WILL COUNTY, ILLINOIS

1992/07/29

RECORD NO INSTRUMENT GRANTOR GRANTEE DATE BOOK PAGE FILE DESCRIPTION

IL-106-110	Pipeline							Sec 19: S 33 ft W/2 SW/4 Said property being N of 119th St.
IL-106-112	Pipeline Easement	Patterson, Warren J., and Frances M. Patterson	Northern Gas Products Co.	09/16/65	2194 93	R66 747	137N-R9E, 3rd P.M.	Sec 24: E/2 SE/4 (pipeline to be located in the ROW of the TMP Rd lying between Sec 24 & 25) Said property being N of 119th St.
IL-106-114	Pipeline Easement	Young, Mrs. Miriam, and Mrs. Lella Davidson	Northern Gas Products Co.	12/13/65	2194 435	R66 1175	137N-R10E, 3rd P.M.	Sec 30: NW/4 (pipeline to be located in the ROW or TMP Rd lying along N 33 ft of sd tract), Said property being S of 119th St.
IL-106-115	Pipeline Easement	George, Ronald W., and Carol E. George	Northern Gas Products Co.	01/03/66	2194 437	R66 1176	137N-R10E, 3rd P.M.	Sec 30: N 33 ft NE/4 (said 33 ft located in ROW or TMP Rd lying between Sec 30 & 19), Said property being S of 119th St.
IL-106-116	Pipeline Easement	Lambert, Dale Richard, and Mary Alice Lambert	Northern Gas Products Co.	12/01/65	2194 95	R66 748	137N-R10E, 3rd P.M.	Sec 19: E/2 SE/4 (pipeline to be located in ROW or TMP Rd running parallel to S boundary line of sd tract) Said property being N of 119th St.
IL-106-118-001	Pipeline Easement	Mather, Reinetta D.	Northern Gas Products Co.	01/26/66	2208 457	R66 3602	137N-R10E, 3rd P.M.	Sec 29: W/2 NW/4 (pipeline will run 10 ft S of & parallel to N property line) subject to Partial Release dated 09/23/88 & recorded

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EXHIBIT A - PART III (EASEMENTS)
WILL COUNTY, ILLINOIS

1992/07/29

RECORD NO INSTRUMENT GRANTOR GRANTEE DATE BOOK PAGE FILE DESCRIPTION

IL-106-118-001	Pipeline							at File # 889-00366 on 01/20/89 of Public Records of Will County, IL Said property being E of Williams (Weber) Road.
IL-106-118-002	Pipeline Easement	Mather, Reimette	Northern Gas Products Co.	10/17/66	R67 6821	T37N-R10E, 3rd P.M.		
							Sec 29: W 33 ft of W/2 lying N 1/4 of F.A.I. Route 55 (239 rds m/l) Said property being E of Williams (Weber) Road.	
IL-106-120	Pipeline Easement	Williams, James, and Michael Williams	Northern Gas Products Co.	10/20/66	R67 5740	T37N-R10E, 3rd P.M.		
							Sec 29: W 33 ft of SW/4 lying N of F.A.I. Rte. 55 Sec 32: W/2 NW/4 Said property being E of Williams (Weber) Road	
IL-106-122-001	Easement	Weber, Peter C.	Northern Gas Products Co.	08/17/66	R66 17864	T37N-R10E, 3rd P.M.		
							Sec 32: W 25' W/2 SW/4 & 50' W 100' W/2 SW/4, said property being E of Williams (Weber) Road	
IL-106-125	Easement	Mard, Helen C., et al.	Northern Gas Products Co.	10/20/66	R67 5739	T36N-R10E, 3rd P.M.		
							Sec 5: W 33 ft of W/2 NW/4, Said property being E of Weber Road	
IL-107-032	Pipeline Easement	Hachnel, Max, and Agnes Hachnel	Northern Gas Products Co.	11/28/66	R67 5741	T37N-R10E, 3rd P.M.		

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EXHIBIT A - PART III (EASEMENTS)
WILL COUNTY, ILLINOIS

1992/07/29

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RECORD NO	INSTRUMENT	GRANTOR	GRANTEE	DATE	BOOK	PAGE	FILE	DESCRIPTION
IL-107-032	Pipeline							Sec 36: 66 ft construction easement along W line of the following described parcel & a 33 ft permanent easement along W/2 of construction easement. All a part of S 3/8 of E/2 NE/4 & NE/4 SE/4. Also a permanent easement 20 ft x 24 ft located in SW/4 of above described property. The 24 ft dimension shall extend from E to W. A construction easement is also granted for this facility & extends 33 ft to E, N & W from the permanent easement. Said property being N of 135th St.
IL-306-001	Pipeline Easement Agreement	Union Oil Co. of California [c/o Unocal Corporation]	Hydrocarbon Transportation, Inc.	10/14/75	R76	36480		DESCRIPTION "A" T37N-R10E, 3rd P.M. ----- Sec 25: SE/4, sd property lying N of 127th St. Sec 35: NE/4, sd property lying E of New Avenue. Sec 36: NE/4 & NW/4 C/L descr'd as follows: Comm. at NE/C Sec 36; thence S 0 dg 18' 00" W 847.7 ft; thence S 89 dgs 10' 50" W 41.37 ft to True P08; thence N 0 dg 38' 50" E 313.35 ft; thence N 0 dg 35' 40" W 142.8 ft; thence N 1 dg 10' 10" E 348.55 ft; thence W 45 dgs 37' 20" W 5.5 ft; thence S 87 dgs 35' 10" W 118.0 ft; thence S 89 dgs 43' 05" W 345.15 ft; thence S 89 dgs 06' 25" W 840.2 ft; thence N 0 dg 21' 45" E 36.8 ft; thence N 0 dg 21' 45" E 53.55 ft; thence N 0 dg 59' 45" W 771.45 ft; thence N 9 dgs 29' 45" W 360 ft; thence N 8 dgs 47' 45" W 487.11 ft to a point on S property line of HTI Truck Rack Site. (RO W being 2 ft either side of c/l, sd property being S of 127th St & W of Smith Rd
IL-314-026	Easement	First National Bank of Joliet, Tr., Frank Arbanas Inc. Trust (Trust #280)	Hydrocarbon Transportation, Inc.	04/11/77	R77	15422		T34N-R9E, 3rd P.M. ----- Sec 20: Commencing at a point 14 ft W of W bank of Moose Island, 2450 ft E & 12 ft

W W

EXHIBIT A - PART 111 (EASEMENTS)
 WILL COUNTY, ILLINOIS

1992/07/29

DESCRIPTION

RECORD NO. INSTRUMENT GRANTOR GRANTEE DATE BOOK PAGE FILE

1L-316-034 Agreement

W/ly from the c/l of the Atchison, Topeka & Santa Fe RR; thence N 19 dgs 11' 57" E 3089.1 ft parallel with and 72 ft W/ly from said c/l of the Atchison, Topeka & Santa Fe RR extending into Sec 23; thence N 10 dgs 34' 07" E 387.6 ft; thence N 63 dgs 48' 27" e 83 ft to a point 72 ft W/ly from said c/l of the Atchison, Topeka & Santa Fe RR; thence N 19 dgs 11' 57" E 104.7 ft parallel with and 72 ft W/ly from said c/l of the Atchison, Topeka & Santa Fe RR; thence N 23 dgs 44' 48" W 1025.8 ft; thence S 89 dgs 59' 38" W 1360 ft along above grade concrete pipe supports returning into Sec 22; thence S 0 dg 10' 37" e 125.3 ft to the point of Grantee's meter terminal site tie-in, also said point being the end of the above descr'd c/l being located at Refinery Plant Coordinates N 4580 ft, E 3940.7 ft; all of the above being situated in Channahon Township, Will County, IL

(Continued in Attachments)

R92-59978

NORTH

EXHIBIT A - PART III (EASEMENTS)
WILL COUNTY, ILLINOIS

1992/07/29

RECORD NO	INSTRUMENT	GRANTOR	GRANTEE	DATE	BOOK	PAGE	FILE	DESCRIPTION
IL-314-026	Easement							N of SW/C Sec 20; thence continuing E on a line parallel to & 12 ft W of S sec line of Sec 20, a distance of 683 ft to a point 14 ft E of E bank of Moose Island
IL-314-031*2	Easement & Supplemental Easement Agreement	Commonwealth Edison Co.	Hydrocarbon Transportation, Inc.	10/27/77	R77	50866		T34N-R8E, 3rd P.M. ----- Secs 20, 21, 22, 23 & 24: Parcels 22-25 both inclusive, 27-33 both inclusive, in Grantor's Joliet- Seneca ROW Sec 24: S/2 (Parcels 21, 23 & 24 in Grantor's Wilton Center-Plano ROW) Will County T34N-R9E, 3rd P.M. ----- Secs 19, 20, 21: S/2 (Parcels 13, 16, 18, 19 & 20 in Grantor's Wilton Center-Plano ROW). Grantor hereby consents unto Grantee, insofar as it has the right to do, to the installation of said pipeline longitudinally in Easement Parcel No. 26 of Grantor's Joliet-Seneca ROW in the NE/4 of Sec 22-T34N-R8E, 3rd P.M., Grundy County, IL, and Easement Parcel No. 13X-1 in the SW/4 of Sec 22 and SE/4 of Sec 21, Easement Parcel No. 13X in SE/4 of Sec 21, Easement Parcel Nos. 15, 15X and 16X of Grantor's Wilton Center-Plano ROW in the S/2 of Sec 20, all in T34N-R9E, 3rd P.M. Will Co., IL, and Easement Parcel No. 22 of Grantor's Wilton Center-Plano ROW in the SE/4 of Sec 24-T34N-R8E, 3rd P.M., Grundy County, IL.
IL-314-034	Agreement Granting Pipeline Easement	Mobil Joliet Refinery Corporation	Hydrocarbon Transportation, Inc.	04/29/77	R79	28764		T34N-R9E, 3rd P.M. ----- Secs 22 & 23: (Pipeline) The c/l of a 1 ft wide pipeline esmt descri'd as follows: Comm. at the SW/C of said Sec 22; thence N 89 dgs 59' 45" E 132.1 ft along S line of said Sec 22 to the intersection of E ROW line of I-55 and said S sec line of said Sec 22; thence N 0 dg 32' 50" W 19.5 ft to the P08; thence N 89 dgs 59' 45" E 4 ft; thence N 0 dg 32' 50" W 314.5 ft parallel with said E ROW line of I-55; thence N 89 dgs 59' 45" E 4384.8 ft parallel with and 1 ft N of said N line of Commonwealth Edison Company Property to a point 72 ft

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ATTACHMENT TO EXHIBIT A - PART III (EASEMENTS)
WILL COUNTY, ILLINOIS

1992/07/29

RECORD NO	DESCRIPTION (CONT'D.)
HT1-739	<p>(continued); th N 89 dgs 05' 12" W 173 ft; th S 0 dg 54' 48" E 102.23 ft; th S 24 dgs 17' 48" E 119.89 ft; th N 89 dgs 05' 12" E 17 ft to POB.</p> <p>Easement Description No. 3 (Access Road) An area situated in Sec 23, T34N-R9E and more particularly descr'd as follows: Comm at the pt of termination of the p/l at the Meter Site Esmt; th N 89 dgs 05' 12" E 109.55 ft; th N 0 dg 54' 48" W 213.81 ft to POB; th N 0 dg 54 ft 48" W 395 ft to c/l of New Smith Road ("Road"); th 89 dgs 05' 12" W 35.06 ft along c/l of the Road; th S 0 dg 54' 48" W 397 ft; th N 89 dgs 05' 12" E 35 ft to POB.</p>
IL-314-034	<p>T34N-R9E, 3rd P.M.</p> <p>-----</p> <p>Sec 22: (Meter Terminal Site) An area 20 ft by 82.7 ft in dimensions more particularly descr'd as follows: Beg. at the point of termination of the above descr'd route, said POB being at Refinery Plant Coordinates N 4580 ft, E 3940.7 ft; thence N 89 dgs 49' 23" E 18.55 ft; thence S 0 dg 10' 37" E 82.7 ft; thence S 89 dgs 49' 23" W 20 ft; thence N 0 dg 10' 37" W 82.7 ft; thence N 89 dgs 49' 23" E 1.45 ft to POB containing 1.654 square ft or .038 of an ac of land, m/l; all of the above being situated in Channahon Township, Will County, IL.</p> <p>T34N-R9E, 3rd P.M.</p> <p>-----</p> <p>Sec 22: (Control Building Site) An area 9 by 18 in dimensions descr'd as follows: Comm. at the point of termination of proposed 6" p/l route heretofore descr'd; thence N 0 dg 10' 3" e 18.65 ft; thence S 89 dgs 49' 23" W 107.27 ft to POB being at the Refinery Plant coordinates (N 4598.65 ft, E 3833.43 ft), also being the SE/C of the Control Building Site; thence S 89 dgs 49' 23" W 9 ft; thence N 0 dg 10' 37" W 18 ft; thence N 89 dgs 49' 23" E 9 ft; thence S 0 dg 10' 37" E 18 ft to the POB containing 162 square ft or .004 of an ac of land, m/l; all of the above being situated in Channahon Township, Will County, IL. Renewal of Agreement dated 01/01/86 found at file #86-6986 of records of Will County, IL</p>

EXHIBIT A - PART IV (OTHER INTERESTS)
WILL COUNTY, ILLINOIS

RECORD NO	INSTRUMENT	GRANTOR	GRANTEE	DATE	DESCRIPTION
HTI-245-003	Permit	Illinois Dept. of Public Works and Buildings, Division of Waterways	Northern Gas Products Co.	09/14/66	Under & across various minor streams; DuPage, Will & Cook Counties from near West Chicago to the Indiana State Line near Calumet City, Ill.
HTI-246-003	Highway Permit	Illinois Dept. of Public Works and Buildings, Division of Highways	Northern Gas Products Co.	11/01/66	T36W-R9E, 3rd P.M. ----- Sec 27 & 28: 1L Route 59 ----- T36W-R10E, 3rd P.M. ----- Sec 3: US 66A (Joliet Rd.) Sec 2: New Avenue
HTI-257	Order	Wheatland Township Road Commissioner	Northern Gas Products Co.	06/09/66	T37N-R9E, 3rd P.M. ----- Secs 5, 8, 17, 20, 21, 22, 23, 24, 26, 27 & 28 ----- T37N-R10E, 3rd P.M. ----- Sec 30 ----- T37N-R9E, 3rd P.M. ----- Secs 20, 21, 22, 23, 24, 27, 28 & 29
HTI-260	Permit #11110	Illinois Dept. of Public Works and Buildings, Division of Waterways	Northern Gas Products Co.	09/15/66	T37N-R9E, 3rd P.M. ----- Sec 23
HTI-261	Order	Board of Supervisors of Will Co.	Northern Gas Products Co.	06/27/66	Plainfield-Naperville Road - Sta. 1256+33 135th St. (S.A. 35) - Sta. 1701+68

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EXHIBIT A - PART IV (OTHER INTERESTS)
WILL COUNTY, ILLINOIS

1992/07/29

RECORD NO	INSTRUMENT	GRANTOR	GRANTEE	DATE	DESCRIPTION
HTI-262-001	Order	DuPage Township Road Commissioner Lloyd Eipers	Northern Gas Products Co.	06/10/66	Undercross DuPage Township Roads at Sta. 1395 + 53; Sta 1530 + 00 from Sta 1338+73 to Sta 1395+83 T37N-R10E, 3rd P.M. ----- Secs 29, 30 & 31: at common corner Sec 32: Romeoville Road at SW corner Sec 36: 127th St 1/4 mile 1/2 of Smith Rd & 127th St Sec 36: Lemont Rd 1/4 mile S of Lemont Rd intersection with 127th St
HTI-262-002	Order	DuPage Township Road Commissioner Lloyd Eipers	Northern Gas Products Co.	10/20/66	T37N-R10E, 3rd P.M. ----- Sec 29, 30 & 31: At common corner Sec 32: Romeoville Road at SW corner
HTI-262-003	[Permit]	DuPage Township Road Commissioner Lloyd Eipers	Northern Gas Products Co.	11/07/66	T37N-R10E, 3rd P.M. ----- Sec 36: 127th St. 1/4 Mile W of Smith Rd & 127th St. Sec 36: Lemont Rd. 1/4 Mile S of Lemont Rd. intersection with 127th St.
HTI-281	Highway Permit	Illinois Dept. of Public Works and Buildings, Division of Highways	Northern Gas Products Co.	11/09/66	T37N-R10, 3rd P.M. ----- Sec 29: Sta. 288+00 to Sta. 289+00
HTI-282	Order	Lockport Township Road Commissioner Donald L. Randich	Northern Gas Products Co.	06/17/66	T36N-R10E, 3rd P.M. ----- Sec 5: 1) Lemont Rd Sta 1660+00 2) Romeoville Rd Sta 1567+39

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EXHIBIT A - PART IV (OTHER INTERESTS)
WILL COUNTY, ILLINOIS

1992/07/29

RECORD NO	INSTRUMENT	GRANTOR	GRANTEE	DATE	DESCRIPTION
HTI-283-001	Agreement	Metropolitan Sanitary District of Greater Chicago	Northern Gas Products Co.	09/22/66	Across & under Sanitary District properties (sanitary and Ship Canal): T36N-R10E, 3rd P.M. ----- Sec 2: SE/4 NW/4 & NE/4 SW/4 ----- T37N-R13E, 3rd P.M. ----- Sec 35: SE/4
HTI-285	Lease/indenture	Illinois Dept. of Conservation	Enron Liquids Pipeline Co.	01/05/87	T36N-R10E, 3rd P.M. ----- Sec 2: SW/4 - a tract of land 15 ft wide across Illinois and Michigan Canal and across left and right 90 ft reserve strips of Canal
HTI-288	Highway Permit	Illinois Dept. of Public Works and Buildings, Division of Highways	Northern Gas Products Co.	05/23/67	T36-R10, 3rd P.M. ----- Sec 2
HTI-328-002	Permit	Dept. of Highways of Cook County Superintendent of Highways	Cook County	07/07/67	T37N-R10E, 3rd P.M. ----- Sec 36: W side of Smith Road (SAR #234) fronting street known as 12840 South Smith Road, Lemont, Illinois
HTI-328-003	PERMIT	Dept. of Highways of Cook County Superintendent of Highways	Enron Liquids Pipeline Co.	05/07/91	T37N-R10E, 3rd P.M. ----- Sec 36: W side of Smith Road (SAR #234) fronting street known as 1240 South Smith Road, Lemont, Illinois

EXHIBIT A - PART IV (OTHER INTERESTS)
WILL COUNTY, ILLINOIS

1992/07/29

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RECORD NO	INSTRUMENT	GRANTOR	GRANTEE	DATE	DESCRIPTION
HTI-330	Permit	Illinois Dept. of Public Works and Buildings, Division of Waterways	Northern Gas Products Co.	09/15/66	T36M-R10E, 3rd P.M. ----- Sec 3: across the Des Plaines River approx 1 mile SW 1/4 from Romeoville, Illinois in the SE/4
HTI-331-001	Permit	Illinois Dept. of Public Works and Buildings, Division of Waterways	Northern Gas Products Co.	11/22/66	T36M-R10E, 3rd P.M. ----- Sec 2: over and across the Chicago Sanitary and Ship Canal, Mile 295.4, approx 3/4 mile S of Romeoville Road in the SW/4
HTI-331-002	Permit	Illinois Dept. of Public Works and Buildings, Division of Waterways	Hydrocarbon Transportation, Inc.	09/04/70	T36M-R10E, 3rd P.M. ----- Sec 2: over and across the Chicago Sanitary and Ship Canal, approx 3 miles N of Lockport in the SW/4
HTI-331-003	Permit	U.S. Army Corps of Engineers	Northern Gas Products Co.	02/15/67	T36M-R10E, 3rd P.M. ----- Sec 2: over and across the Chicago Sanitary and Ship Canal, Mile 295.4, approx 3/4 mile S of Romeoville Road in the SW/4
HTI-509	Highway Permit	Illinois Dept. of Public Works and Buildings, Division of Highways	Hydrocarbon Transportation, Inc.	07/28/70	T36M-R9E, 3rd P.M. ----- Sec 26: Hwy Sta 411+00 to Sta 414+00
HTI-510	Highway Permit	Illinois Dept. of Public Works and Buildings, Division of Highways	Hydrocarbon Transportation, Inc.	07/23/70	T35M-R9E, 3rd P.M. Sec 17 & 8: U.S. Hwy 52 at Hwy Sta 555+34 at a pt 390.05 ft E of NW/c of Sec 17, on the sec line between Secs 17 & 8

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EXHIBIT A - PART IV (OTHER INTERESTS)
WILL COUNTY, ILLINOIS

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RECORD NO	INSTRUMENT	GRANTOR	GRANTEE	DATE	DESCRIPTION
HTI-510	Highway				<p>----- T36M-R9E, 3rd P.M. Sec 21 & 22: St. Hwy 59 at a pt 260 ft N along E line of Sec 21, on sec line between Secs 21 & 22 ----- T36M-R9E, 3rd P.M. Sec 23: U.S. Hwy 30 at Hwy Sta 39+26 at a point 1320 ft NW of the SE/c ----- T36M-R10E, 3rd P.M. Sec 3: St. Hwy 53 at HWY Sta. 389+82.3 ft at a pt 45' N of the Commonwealth Edison Co. tower line ----- T36M-R10E, 3rd P.M. Sec 2: New Ave. at Hwy Sta. 17+17.9' at a pt 57.5 ft N of the Commonwealth Edison Co. tower line</p>
HTI-511	Order	Plainfield Township Road Commissioner	Hydrocarbon Transportation, Inc.	09/25/70	<p>T36M-R9E, 3rd P.M. ----- Secs: 5, 12, 13, 21, 22, 23, 24, 26, 27 28, 32 & 33</p>
HTI-512	Order	Troy Township Road Commissioner	Hydrocarbon Transportation, Inc.	08/20/70	<p>T35M-R9E, 3rd P.M. ----- Secs: 5, 8, 17, 19, 20, 28, 30, 32 & 33</p>
HTI-513	Order	Lockport Township Road Commissioner	Hydrocarbon Transportation, Inc.	08/18/70	<p>T36M-R9E, 3rd P.M. ----- Secs: 12, 13, 21, 22, 23, 24, 26, 27, 28, 32 & 33 ----- T36M-R10E, 3rd P.M. ----- Secs: 1, 2, 3, 4, 5, 6 & 7</p>

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EXHIBIT A - PART IV (OTHER INTERESTS)
WILL COUNTY, ILLINOIS

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RECORD NO	INSTRUMENT	GRANTOR	GRANTEE	DATE	DESCRIPTION
HT1-513	Order				----- T37N-R10E, 3rd P.M. ----- Sec 36
HT1-516	Order and Resolution	Board of Supervisors of Will Co.	Hydrocarbon Transportation, Inc.	07/08/70	135th St., Renwick Rd & Caton Farm Rd.
HT1-517	Permit	Illinois Dept. of Public Works and Buildings, Division of Waterways	Hydrocarbon Transportation, Inc.	09/04/70	T36N-R10E, 3rd P.M. ----- Sec 3: approx 3 miles N of Lockport in the SE/4
HT1-518	Permit	Illinois Dept. of Public Works and Buildings, Division of Waterways	Hydrocarbon Transportation, Inc.	09/04/70	T36N-R9E, 3rd P.M. ----- Sec 28: 2 miles S of Plainfield in the NW/4
HT1-519	Permit	Illinois Dept. of Public Works and Buildings, Division of Waterways	Hydrocarbon Transportation, Inc.	09/04/70	T36N-R9E, 3rd P.M. ----- Sec 27: approx 2 miles SEly from Plainfield in the NE/4.
HT1-571-002	Permit [Ref. No. 3417601]	U.S. Army Corps of Engineers [Chicago District]	Hydrocarbon Transportation, Inc.	04/13/77	T34N-R9E, 3rd P.M. ----- Secs: 20 & 29
HT1-571-003	Permit	Illinois Dept. of Transportation	Hydrocarbon Transportation, Inc.	04/15/77	T34N-R9E, 3rd P.M. ----- Secs: 20 & 29
HT1-580-001	License for Core Boring	Forest Preserve District of Will Co.	Hydrocarbon Transportation, Inc.	01/20/77	T34N-R9E, 3rd P.M. ----- Sec 29: North 25 ft of McKinley Woods on Moose

EXHIBIT A - PART IV (OTHER INTERESTS)
WILL COUNTY, ILLINOIS

1992/07/29

RECORD NO	INSTRUMENT	GRANTOR	GRANTEE	DATE	DESCRIPTION
HTI-580-001	License for				Island
HTI-581-001	Permit (Ref. No. 1707606)	U.S. Army Corps of Engineers (Chicago District)	Hydrocarbon Transportation, Inc.	04/13/77	T34N-R9E, 3rd P.M. ----- Secs: 20 & 29
HTI-581-002	Permit	Illinois Dept. of Transportation	Hydrocarbon Transportation, Inc.	04/15/77	T34N-R9E, 3rd P.M. ----- Secs: 20 & 29
HTI-583	Highway Permit	Illinois Dept. of Transportation	Hydrocarbon Transportation, Inc.	01/21/77	T34N-R9E, 3rd P.M. ----- Secs: 21 & 22
HTI-584	Order and Resolution	Will Co. Dept. of Highways	Hydrocarbon Transportation, Inc.	03/30/77	T34N-R9E, 3rd P.M. ----- Secs: 21 & 22
HTI-713-002	Letter Agreement	Commonwealth Edison Co.	Hydrocarbon Transportation, Inc.	12/17/76	T36N-R10E, 3rd P.M. ----- Sec 2: SE/4
HTI-735	Easement Agreement	Illinois Dept. of Conservation	UPG, Inc.	03/10/81	T34N-R9E, 3rd P.M. ----- Sec 20: SW/4
HTI-736-003	Agreement	Commonwealth Edison Co.	UPG, Inc.	04/02/81	T34N-R9E, 3rd P.M. ----- Sec 20: Parcels 15, 15x & 16x - Milton Center - Plano R/W in S/2
HTI-737	Permit	Illinois Dept. of Transportation, Division of Water Resources	UPG, Inc.	03/08/81	T34N-R9E, 3rd P.M. ----- Sec 20: River Crossing

EXHIBIT A - PART IV (OTHER INTERESTS)
WILL COUNTY, ILLINOIS

RECORD NO	INSTRUMENT	GRANTOR	GRANTEE	DATE	DESCRIPTION
HTI-742	Letter Authorization	Channahon Township Highway Commissioner	UPG, Inc.	02/17/81	T34N-R9E, 3rd P.M. ----- Sec 19: E line of SW/4 & W Line of SE/4
HTI-743	Highway Permit District	Illinois Dept. of Transportation	UPG, Inc.	01/21/81	T34N-R9E, 3rd P.M. ----- Sec 21: SE corner of SE/4 Sec 22: SW corner of SW/4
HTI-744	Petition, Order and Resolution	Board of Commissioners of Will Co.	UPG, Inc.	02/12/81	T34N-R9E, 3rd P.M. ----- Secs: 21 & 22
HTI-746	Permit	U.S. Army Corps of Engineers	UPG, Inc.	03/09/81	T34N-R9E, 3rd P.M. ----- Sec 20: Mile 276.1; S/2
HTI-752	Road Permit	Will County Dept. of Highways	Enron Liquids Pipeline Co.	08/08/88	Permission to maintain an 8" #106 pipeline along and across County Highway 88 (Weber Road) from Taylor Road North to Ferguson Road.
HTI-762	Order and Resolution	Will County Board	Hydrocarbon Transportation, Inc.	10/29/80	Plainfield-Waperville Road, County Highway 14, at 119th Street Intersection
IL-106-004-003*2	Easement	Commonwealth Edison Co.	Hydrocarbon Transportation, Inc.	03/09/70	1st P/L: (A) Approx 18.38 miles in Edison's Joliet-Crystal Lake ROW in Secs 20, 21, 28 & 33, Wayne TWP (T40M-R9E), & in Secs 4, 9, 16 17, 20, 29 & 32, Winfield TWP (T39N-R9E), & in Secs 5, 8, 17, 20, 29 & 32, Waperville TWP (T38N-R9E), all in DuPage Co.; & in Secs 5, 8, 17 & 20 in Wheatland TWP (T37N-R9E) in Will Co., (B) Approx 2.58 miles in Edison's Sta 18-W ROW in Secs 3-5, Lockport TWP (T36N-R10E), Will Co., (C) Approx .85 miles in Edison's Will Co. Station property & Joliet-Tiedville-Chicago ROW in Secs 2 & 3, Lockport TWP (T36N-R10E), Will Co. (D) approx 7.30 miles in Edison's Sta 18-Bedford Park ROW in Secs 1 & 2, Lockport TWP (T36N-R10E), & in Sec 36, Dupage TWP (T37N-R10E).

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EXHIBIT A - PART IV (OTHER INTERESTS)
WILL COUNTY, ILLINOIS

1992/07/29

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RECORD NO	INSTRUMENT	GRANTOR	GRANTEE	DATE	DESCRIPTION
IL-106-004-003*2	Easement				all in Will Co., & in Secs 31-35 in Lemont TWP (T37N-R11E), Cook Co., (E) Approx .81 miles in Edison's Powerton-Crawford ROW in Sec 35, Lemont TWP (T37N-R11E), Cook Co., (F) Approx 7.55 miles in Edison's Blue Island-Palos Park-Goodings Grove ROW, Blue Island Substa property & Blue Island-Chicago Heights ROW in Secs 32 & 33, Palos TWP (T37N-R12E), & in Secs 1-5, Orland TWP (T36M-R12E), & in Secs 1-6, Bremen TWP (T36M-R13E), & in Sec 6 Thornton TWP (T36M-R14E), all in Cook Co., (G) Approx 1.01 miles in Edison's Blue Island-Calumet ROW in Secs 5 & 6, Thornton TWP (T36M-R14E), Cook Co. 2nd P/L: Approx 1.38 miles in Edison's Sta 18-Bedford Park ROW in Secs 1 & 2, Lockport TWP (T36M-R10E), & in Sec 36, DuPage TWP (T37N-R10E), all in Will Co.
IL-106-004-004	Easement	Commonwealth Edison Co.	Hydrocarbon Transportation, Inc.	03/09/70	(A) Approx 18.38 miles in Edison's Joliet-Crystal Lake ROW in Secs 20, 21, 28 & 38, Wayne Township (T40M-R9E) & in Secs 4, 9, 16, 17, 20, 29 & 32, Winfield Township (T39M-R9E) & in Secs 5, 8, 17, 20, 29 & 32, Naperville Township (T38M-R9E), all in DuPage Co.; & in Secs 5, 8, 17 & 20 in Wheatland Township (T37N-R9E) in Will Co. (B) Approx 2.58 miles in Edison's Sta 18-W ROW in Secs 3-5, Lockport Township (T36M-R10E), Will Co. (C) Approx .85 miles in Edison's Will Co. Station property & Joliet-Tiedtville-Chicago ROW in Secs 2 & 3, Lockport Township (T36M-R10E), Will Co. (D) Approx 7.30 miles in Edison's Sta 18-Bedford Park ROW in Secs 1 & 2, Lockport Township (T36M-R10E), & in Sec 36, DuPage Township (T37N-R10E), all in Will Co.; & in Secs 31-35 in Lemont Township (T37N-R11E), Cook Co. (E) Approx .81 miles in Edison's Powerton-Crawford ROW in Sec 35, Lemont Township (T37N-R11E), Cook Co. (F) Approx 7.55 miles in Edison's Blue Island-Palos Park-Goodings Grove ROW, Blue Island Substa. property & Blue Island-Chicago Heights ROW in Secs 32 & 33, Palos Township (T37N-R12E), & in Secs 1-5, Orland Township (T36M-R12E), & in Secs 1-6, Bremen Township (T36M-R13E), & in Sec 6 Thornton Township (T36M-R14E), all in Cook Co. (G) Approx 1.01 miles in Edison's Blue Island-Calumet ROW in Secs 5 & 6, Thornton Township (T36M-R14E), Cook Co. 2nd P/L: Approx 1.38 miles in Edison's Sta 18-Bedford Park ROW in Secs 1 & 2, Lockport Township (T36M-R10E), & in Sec 36, DuPage Township (T37N-R10E), all in Will Co.
IL-106-004-004*2	Supplemental	Commonwealth Edison Co.	Hydrocarbon	03/09/70	

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EXHIBIT A - PART IV (OTHER INTERESTS)
WILL COUNTY, ILLINOIS

1992/07/29

RECORD NO	INSTRUMENT	GRANTOR	GRANTEE	DATE	DESCRIPTION
IL-106-004-004*2	Easement & Agreement	Commonwealth Edison Co.	Transportation, Inc.	09/01/70	T34N-R8E, 3rd P.M. - (Aux Sable TMP) Part 1: (A) Secs 9, 10, 16 & 17; approx 2.852 mi in Edison's Rockdale-Morris ROW; (B) Secs 1, 2, 10 & 11: approx 15.880 mi in Edison's Dresden-Will Co. ROW. T35N-R9E (Seward TMP), Part 11: Kendall Co., Secs 265 & 26: Commonwealth Edison ROW. T35N-R9E (Troy TMP), Part 11: Will Co., Secs 5, 8, 17, 19, 20 & 30: Commonwealth Edison ROW. T36N-R9E (Plainfield TMP), Secs 12-13, 26-28 & 32-33: Commonwealth Edison ROW. (C) Sec 24: Approx 0.29 mi in Edison's Joliet-Crystal Lake ROW. (D) T36N-R9E (Plainfield TMP): Sec 12: Approx 4.04 mi in Edison's Station 18-W ROW; T36N-R10W (Lockport TMP): Secs 3-7: Approx 4.04 mi in Edison's Station 18-W ROW. (E) T36N-R10E (Lockport TMP): Sec 3: Approx 0.267 mi in Edison's Joliet-Tiedtville-Chicago ROW. (F) T36N-R10E (Lockport TMP): Secs 2-3: Approx 0.93 mi in Edison's Station 18 property. (G) T36N-R10E (Lockport TMP): Sec 2: Approx 0.445 mi in Edison's Station 18-Bedford Park ROW.
IL-107-003*3	Easement & Supplemental Agreement	Commonwealth Edison Co.	Hydrocarbon Transportation, Inc.		

**EXHIBIT A - PART IV (OTHER INTERESTS)
SCADA SYSTEM - NORTH PIPELINE SYSTEM**

Supervisory Control and Data Acquisition System ("SCADA System") INsofar as it applies exclusively to the Pipelines, as described in the Conveyance, which SCADA System is housed at 1400 Smith Street, Houston, Harris County, Texas, and consists of the following:

SYSTEM: Enron Liquids Pipeline Company ("ELPC") Pipeline Control System
PURPOSE: Monitor and control EPC pipeline
HARDWARE: Data General Nova and Eclipse processors
SOFTWARE: Enron generated Assembler and Fortran programming
MAJOR FUNCTIONS: Monitor pipeline pump and valve status, pressures, flow rates, start/stop pumps, open/close valves
AGE: System age - 14 years
FREQUENCY: Continuous
SYSTEM INTERFACES: None

together with remote telemetry units ("RTU"), programmable logic controllers ("PLC") and related equipment located on certain of the Fee Lands, Pipelines, Easements and Other Interests which constitute part of the Subject Property.

EXHIBIT A - PART V (EXCEPTED PROPERTY)

None