

Marv Ann Stukel	02/16/99
Will County Recorder	14:22
PC1 Feet	39.00
R 99020860	Page 1 of 10

PIPELINE EASEMENT

STATE OF ILLINOIS §

KNOW BY ALL MEN THESE PRESENTS:

COUNTY OF WILL §

THAT for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, MOBIL OIL CORPORATION (JOLIET REFINERY), a New York corporation, whose mailing address is 2317 W. Jefferson Street, P.O. Box 874, Joliet, IL 60434, hereinafter called the "GRANTOR" does hereby grant, sell, convey to Alliance Pipeline L.P., a Delaware limited partnership, having its principal place of business at 400, 605-5 Ave SW, Calgary, AB, Canada, T2P3H5, its successors and assigns hereinafter called "GRANTEE", the right-of-way, easement and privilege to survey, construct, lay, repair, inspect, maintain, operate, replace, alter, reconstruct and remove one 36-inch OD pipeline, together with all fittings, cathodic protection equipment, pipeline markers, and all other equipment and appurtenances necessary thereto for the transportation of natural gas, and associated liquids or substances, along routes mutually acceptable to GRANTOR and GRANTEE on, over, under, across and/or through the following described property located in the County of Will, State of Illinois, to wit;

CENTERLINE DISCRPTION

BEING A CENTERLINE DESCRIPTION FOR ONE THIRTY SIX(36) INCH PIPELINE OVER UNDER AND ACROSS THAT CERTAIN PARCEL OF LAND DESCRIBED AS PART OF SECTION 22, PART OF SECTION 23, AND PART OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 9 EAST,, WILL COUNTY, ILLINOIS, BEING DESCRIBED IN DOCUMENT NUMBER R71-199 AND DOCUMENT NUMBER R75-6978 OF THE DEED RECORDS OF WILL COUNTY, ILLINOIS, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING AT A POINT ON THE EAST RIGHT OF WAY LINE OF INSTERSTATE HIGHWAY 55 AND THE SOUTH LINE OF SAID SECTION 22, BEARS SOUTH 00° 45'01" EAST A DISTANCE OF 269.05 FEET;

THENCE NORTH 89° 49'16" EAST, A DISTANCE OF 602.84 FEET TO A POINT;

107/10*

THENCE SOUTH 00° 4'02" WEST, A DISTANCE OF 303.91 FEET TO A POINT OF EXIT ON THE NORTHLINE OF A DELIVERY STATION SITE AS DESCRIBED ON PAGE 4 OF 5 OF THIS EXHIBIT.

THENCE NORTH 89° 58'53" EAST, A DISTANCE 121.29 FEET TO A POINT OF RE-ENTRY;

THENCE NORTH 00° 04'02" EAST, A DISTANCE OF 304.15 FEET TO A POINT;

THENCE NORTH 89° 49'53" EAST, A DISTANCE OF 3564.83 TO A POINT;

THENCE NORTH 19° 04'36" EAST, A DISTANCE OF 3394.68 FEET TO A POINT;

THENCE NORTH 01° 13'49" WEST, A DISTANCE OF 288.65 FEET TO A POINT;

THENCE NORTH 28° 40'42" EAST, A DISTANCE OF 994.83 FEET TO A POINT;

THENCE NORTH 88° EAST, A DISTANCE OF 33.43 FEET TO THE TERMINAL

POINT ON THE NORTHWEST RIGHT OF WAY LINE OF THE ILLINOIS

CENTRAL RAILROAD, SAID TERMINAL POINT BEARS SOUTH 18° 33'03"

WEST, A DISTANCE OF 690.05 FEET FROM THE INTERSECTION OF SAID

NORTHWEST RIGHT OF WAY LINE WITH THE NORTH LINE OF SAID PART OF

SECTION 23, BEING A TOTAL DISTANCE OF 9487.32 FEET.

The pipeline shall be constructed as shown on Drawing No. APL-2604A-8407P (page 2 of 5) marked Exhibit "A" attached hereto and made a part hereof, together with the right to utilize such additional land in the aforesaid described property as may be reasonably necessary to construct, install, and remove said pipeline and to carry on reasonable operations and maintenance thereafter, provided that the use of such additional land shall not prevent the normal operations of the GRANTOR or the rights of other GRANTEEES within such area, and

METER STATION SITE DESCRIPTION

BEING A METER SITE OVER, UNDER AND ACROSS THAT CERTAIN PARCEL OF LAND DESCRIBED AS PART OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 9 EAST, WILL COUNTY, ILLINOIS, BEING DESCRIBED IN DOCUMENT NUMBER R75-6978 OF THE DEED RECORDS OF WILL COUNTY, ILLINOIS. SAID METER SITE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST RIGHT OF WAY LINE OF INTERSTATE 55, FROM WHICH THE INTERSECTION OF SAID EAST RIGHT OF WAY LINE OF INTERSTATE 55, AND THE SOUTH LINE OF SAID SECTION 22, BEARS SOUTH 00° 45'01" EAST, A DISTANCE OF 269.03 FEET TO A POINT;

THENCE NORTH 89° 49'16" EAST, A DISTANCE OF 602.84 FEET TO A POINT;

THENCE SOUTH 00° 04'02" WEST, A DISTANCE OF 303.91 FEET TO A POINT OF BEGINNING OF THE HERINAFTER DESCRIBED METER SITE;
 THENCE SOUTH 89° 58'53" WEST, A DISTANCE OF 31.63 FEET TO A POINT;
 THENCE SOUTH 00° 45'07" EAST, A DISTANCE OF 295.00 FEET TO A POINT;
 THENCE NORTH 89° 58'53" EAST, A DISTANCE OF 295.00 FEET TO A POINT;
 THENCE NORTH 00° 45'07" WEST, A DISTANCE OF 295.00 FEET TO A POINT;
 THENCE SOUTH 89° 58'58" WEST, A DISTANCE OF 263.37 FEET TO A POINT OF BEGINNING, CONTAINING 2.00 ACRES OF LAND.

The Metering Station Site shall be constructed as shown on Drawing No. APL-2604A-8407P (Page 5 of 5) marked Exhibit "B" attached hereto and made a part hereof, with reasonable ingress and egress to and from same by means of existing roads and entry ways.

TO HAVE AND TO HOLD unto said GRANTEE, its successors and assigns, so long as the same shall be used for the purposes aforesaid.

GRANTEE agrees to operate and maintain the pipeline, connections and related facilities in accordance with the requirements of the U.S. Department of Transportation Regulations, as well as Federal, State, County and Municipal regulations applicable thereto. All required permits and approvals from appropriate regulatory authorities shall be obtained by GRANTEE at GRANTEE'S expense.

Notwithstanding any of the foregoing provisions, GRANTEE agrees to inspect its pipeline, connections, and related facilities located on GRANTOR'S refinery property upon GRANTOR'S request at no less than one (1) year intervals, and to provide GRANTOR with a written report regarding the findings of said inspection. Further, GRANTOR reserves the right to accompany GRANTEE, its contractors or agents on its annual inspection tour of GRANTEE'S pipeline, connections and related facilities. GRANTEE agrees to give GRANTOR 10 days written notice of such inspection tours.

GRANTEE agrees to operate and maintain its pipeline, connections and related facilities on GRANTOR'S refinery property in accordance with safety regulations and rules outlined by GRANTOR'S Refinery personnel. This shall apply to procedures regarding access or admittance onto GRANTOR'S Refinery Property, provided however that this provision shall not release GRANTEE of any other obligation, indemnity or standards of operation or conduct established herein.

The rights granted herein are not exclusive and GRANTOR reserves for itself, its successors and assigns, the right to construct pipelines and grant others the right to construct pipelines parallel to and within the easement described herein provided such pipelines do not unreasonably interfere with GRANTEE'S pipeline.

By its acceptance hereof, GRANTEE agrees to pay for any damages to GRANTOR'S improvements that might result from its acts or omissions in laying, constructing, maintaining, using, operating, replacing, and removing of said pipeline. Further, GRANTEE agrees to bury its pipelines constructed hereunder to a minimum of 36 inches below normal ground level at the time of construction and shall maintain a minimum of vertical clearance of 24-inches beneath existing pipelines.

GRANTEE, its successors and assigns agree to indemnify, defend and hold GRANTOR harmless from all claims, demands and causes of action of every type and character arising out of the exercise of the rights granted herein which are asserted by any person (including, without limitation, owners of other lines crossing the subject property, and GRANTOR'S and GRANTEE'S employees) for personal injury, death or loss of or damage to property resulting from the laying, constructing, maintaining, using, operating, replacing, and removing of said pipeline on the part of the GRANTEE. Where personal injury, death or loss of or damage to property is the result of the joint negligence or misconduct of GRANTEE and GRANTOR, GRANTEE'S duty of indemnification shall be in proportion to its allocable share of such joint negligence or misconduct.

Further, GRANTEE hereby binds itself, its successors, assigns, agents and licensees to indemnify and hold GRANTOR harmless from and against any and all claims, actions, causes of action, demands, liabilities, costs, losses, expenses, and damages including, but not limited to, damages, to real or personal property or natural resources, personal injury or death claims, and public or private claims or demands for direct payment or reimbursement of investigation, remediation and government oversight costs, arising out of, or in any way related to, the presence or release of hazardous substances, pollutants or other contaminants at or on GRANTOR'S property during or following the work where hazardous substances, pollutants or other contaminants migrate or are otherwise transported or released from GRANTEE'S equipment or facilities, except to the extent that such release is caused by the negligence or willful misconduct of GRANTOR, its contractor, agents and assigns. Where such a release is the result of joint negligence or willful misconduct of GRANTOR and GRANTEE, GRANTEE'S duty of indemnification shall be in proportion to its allocable share of such joint negligence or misconduct. GRANTEE'S indemnification shall extend to and include, but not be limited to:

(i) GRANTOR'S strict liability; and (ii) GRANTOR'S liability or obligations under THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED (42 U.S.C. 9601 et. seq.), THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976 (42 U.S.C. 6901 et. seq.), THE CLEAN WATER ACT (33 U.S.C. 466 et. seq.), THE SAFE DRINKING WATER ACT (14 U.S.C. 1401-1450), THE HAZARDOUS MATERIALS TRANSPORTATION ACT (49 U.S.C. 1801 et. seq.), THE TOXIC SUBSTANCE CONTROL ACT (15 U.S.C. 2601-2629), THE CLEAN AIR ACT (42 U.S.C. 7401 et. seq.), AS AMENDED, AND THE CLEAN AIR ACT AMENDMENTS OF 1990. THIS INDEMNIFICATION SHALL BE IN ADDITION TO ANY OTHER INDEMNITY PROVISIONS CONTAINED IN THIS AGREEMENT, AND IT IS EXPRESSIVLY UNDERSTOOD AND AGREED THAT ANY TERMS OF THIS ARTICLE SHALL CONTROL OVER ANY CONFLICTING OR CONTRADICTING TERMS OR PROVISIONS CONTAINED IN THIS AGREEMENT.

The rights herein granted are divisible and assignable in whole or in part, subject to approval by GRANTOR which approval shall not be unreasonably withheld.

GRANTOR makes no warranty of title either expressed or implied.


Except as hereinbefore specified, the terms, covenants, and provisions of this right-of-way easement shall extend to and be binding upon the successors, and assigns of the parties hereto.

EXECUTED this 26 day of November, 1998.

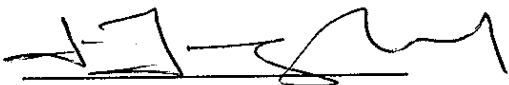
ATTEST:



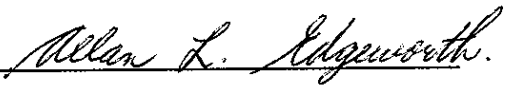
MOBIL OIL CORPORATION

BY: 
BY: Robbier Creyer for Wyman Robb
NAME: WYMAN D. ROBB
TITLE: MW REGION MGR.

ATTEST:




ALLIANCE PIPELINE L.P., by its Managing General Partner Alliance Pipeline Inc.

BY: 
NAME: Allan L. Edgeworth
TITLE: Vice President & Chief Operation Officer

ATTEST:



ALLIANCE PIPELINE L.P., by its Managing General Partner Alliance Pipeline Inc.

BY: 
NAME: Dennis W. Cornelson
TITLE: President & Chief Executive Officer

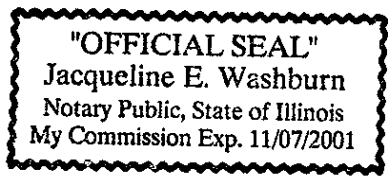
This Instrument Prepared by:
Mobil Pipeline Company
1201 Elm Street, LL25
Dallas, TX 75270

After Recording Return to:
Alliance Pipeline L.P.
99 Navaho Ave., Suite 101
Mankato, MN 56001

MARY ANN STUKEL
WILL COUNTY RECORDER
302 N. CHICAGO STREET
JOLIET, IL 60432

STATE OF ILLINOIS §
COUNTY OF Grundy §

This instrument was acknowledged before me on the 14 day of December, 1998 by WYMAN ROBB, MW Region Mgr. for Mobil Oil Corporation, a New York Corporation, on behalf of said corporation.



Jacqueline E. Washburn
Notary Public
My Commission Expires: 11-07-2001

PROVINCE OF ALBERTA, §
CANADA §

This instrument was acknowledged before me on the 26th day of November, 1998 by Dennis Cornelson, President & CEO of Alliance Pipeline Inc., Managing General Partner of Alliance Pipeline L.P., a Delaware limited partnership.

[Signature]
Notary Public in and for the Province of Alberta, Canada
My Commission does not have a specified expiration date

PROVINCE OF ALBERTA, §
CANADA §

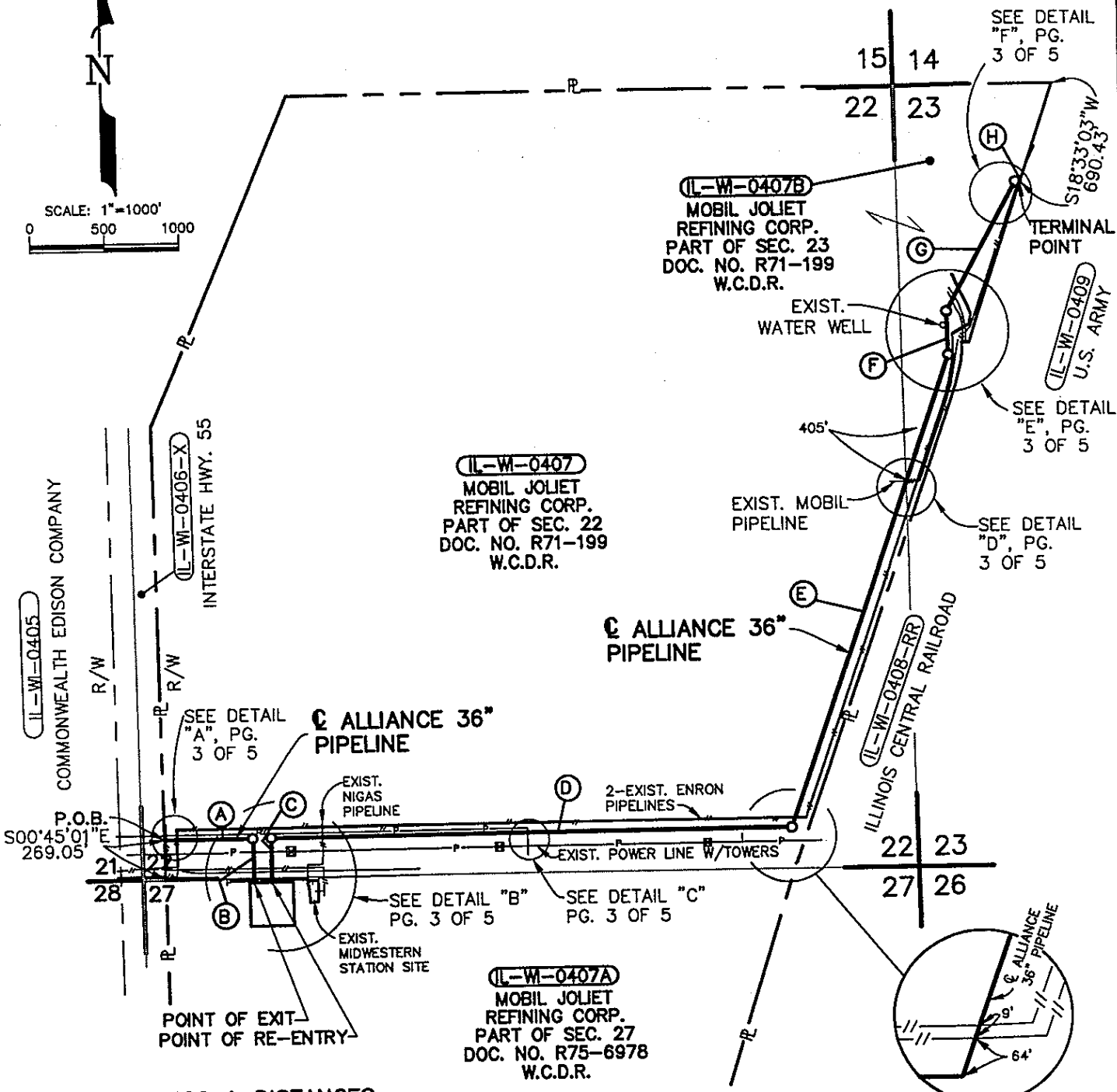
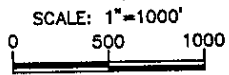
This instrument was acknowledged before me on the 26th day of November, 1998 by Allan Edgeworth, Vice President Engineering & COO of Alliance Pipeline Inc., Managing General Partner of Alliance Pipeline L.P., a Delaware limited partnership.

[Signature]
Notary Public in and for the Province of Alberta, Canada
My Commission does not have a specified expiration date

THE UNIVERSITY OF CHICAGO
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WILL COUNTY, ILLINOIS
T-34-N, R-9-E, SECTIONS 22, 23 & 27



BEARINGS & DISTANCES

(A)	N89°49'16"E	602.84'
(B)	S00°04'02"W	303.91'
(C)	N00°04'02"E	304.15'
(D)	N89°49'53"E	3564.83'
(E)	N19°04'36"E	3394.68'
(F)	N01°13'49"W	288.65'
(G)	N28°40'42"E	994.83'
(H)	N88°45'20"E	33.43'

TOTAL LENGTH: 9487.32 FEET

		LINE LIST NO.: IL-WI-0407, IL-WI-0407A & IL-WI-0407B	
		MOBIL JOLIET REFINING CORPORATION PROPERTY PLAT	
WILL COUNTY, ILLINOIS		DATE: 9/17/98	
DRAWN BY: CLR		APPROVED BY: LAG	
CHECKED BY: GG		DATE: 9/17/98	
SCALE: 1" = 1000'		DWG NO.: APL-2604A-8407P	

EXHIBIT "A"
PAGE 2 OF 5

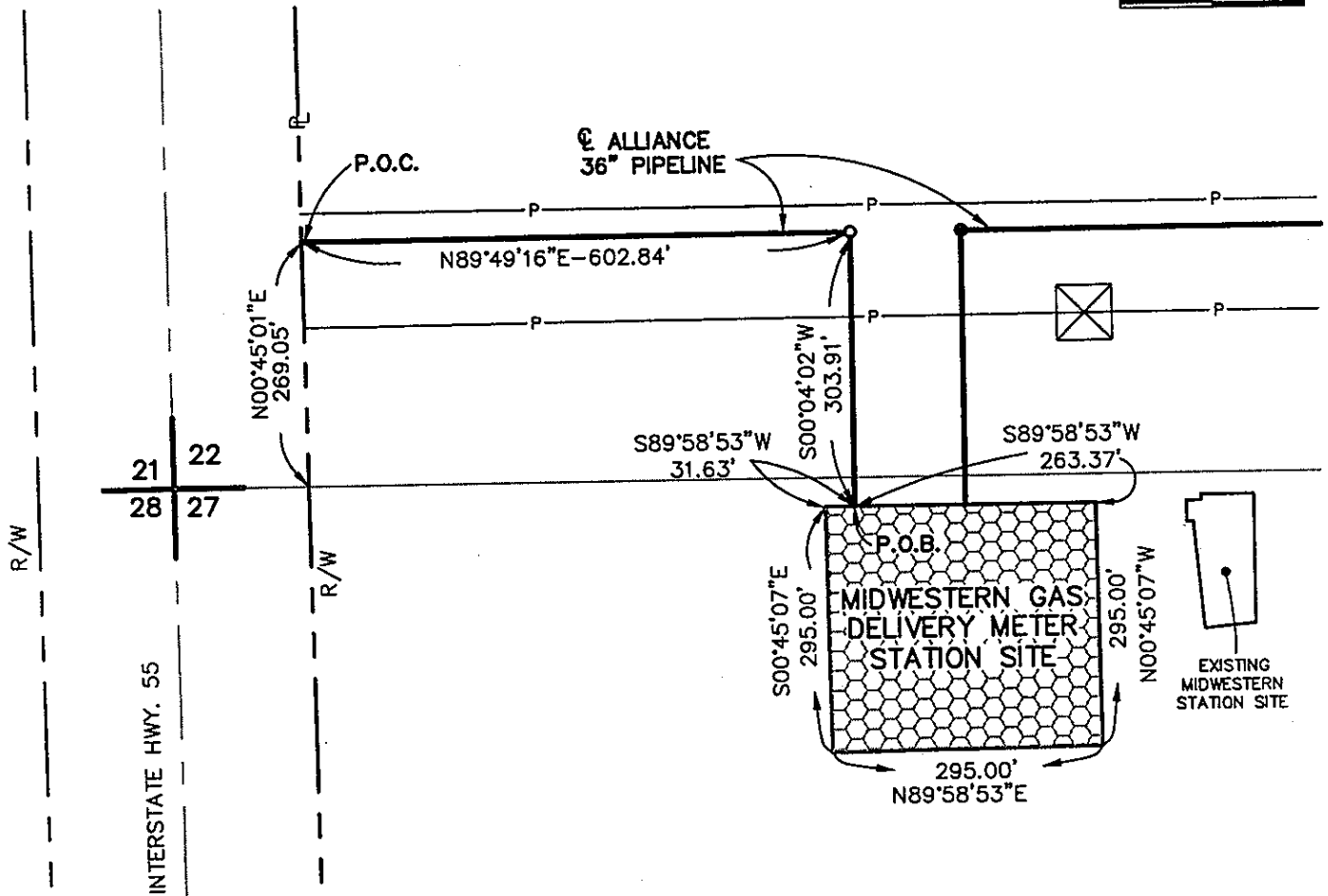
FILE INFO: IL8407P.DWG 1=1000 09/25/1998 12:37 CLR CG

WILL COUNTY, ILLINOIS
 T-34-N, R-9-E, SECTIONS 22, 23 & 27

MIDWESTERN GAS DELIVERY METER STATION SITE



SCALE: 1"=200'
 0 100 200



 MIDWESTERN GAS DELIVERY METER SITE (2.0 ACRES)

FILE INFO: IL8407P.DWG 1=1000 09/25/1998 12:47 CLR CG

2	NO. DATE	REVISION	SURVEY	DATE	BY	LAG	ALLIANCE pipeline		
							LINE LIST NO.: IL-W-0407, IL-W-0407A & IL-W-0407B		
MOBIL JOLIET REFINING CORPORATION WORK SPACE DETAIL SHEET							ILLINOIS		
WILL COUNTY,							DRAWN BY: CLR	DATE: 9/17/98	APPROVED BY: LAG
							CHECKED BY: GG	DATE: 9/17/98	DATE: 9/17/98
SCALE: 1" = 1000'							DWG NO.: APL-2604A-8407P		

EXHIBIT "B"
 PAGE 5 OF 5

10