

FORM II, ELPC, EOTT, EGLIOLP (OLP, NS) (IA, IL, IN, KS, MO, NE)

(2)

[1g]

STATE OF : NEBRASKA
COUNTY OF : OTOE

Recording Requested by and
When Recorded Return to:

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

ENTERED ✓
INDEXED ✓
PAID ✓
COMPILED ✓

Mail Tax Statements to:

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

20 STATE OF NEBRASKA, COUNTY OF OTOE, Filed for
record in the REGISTER OF DEEDS, August 4, 1992.
at 10:22 PM, recorded in Book # 64 of MISC.
Page 216. Jean Thayer, Register of Deeds.
Fee: \$22.50 By: Debra R. Riegel, Deputy.

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 3
instruments to be recorded

-216-

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.



(Corporate Seal)

ENRON LIQUIDS PIPELINE COMPANY

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

Attest:

Sarah A. Galey
Sarah A. Galey
Assistant Secretary



(Corporate Seal)

ENRON OIL TRADING & TRANSPORTATION COMPANY

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

Attest:

Sarah A. Galey
Sarah A. Galey
Assistant Secretary



(Corporate Seal)

ENRON GAS LIQUIDS, INC.

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

Attest:

Sarah A. Galey
Sarah A. Galey
Assistant Secretary

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, Willa 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.

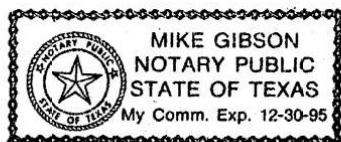
(Iowa)

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 77071

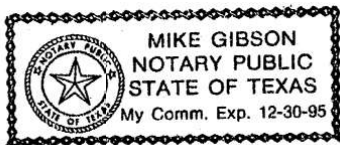
My Commission Expires:

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.



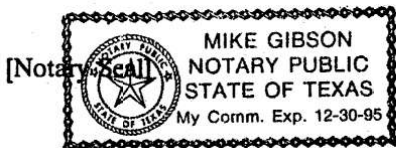
Mike Gibson
Notary Public in and for the
State of Texas

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

P:\ENR\MLP\CONVEY\IELPC3.SSM 07/13/92 12:47pm

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.

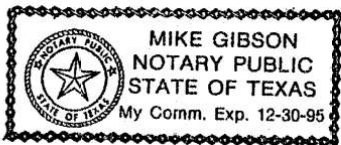
(Iowa)

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 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 Mary Ellen Coombe, Senior Vice President, Administration, and Sarah A. Galey, Assistant Secretary, respectively, of ENRON GAS LIQUIDS, INC., a Delaware corporation.



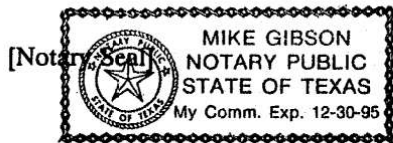
Mike Gibson
Notary Public in and for the
State of Texas

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

PAENRMLPFCNVEYUHELPC3.SSM 07/13/92 12:47pm

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:

<u>Heading:</u>	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.
<u>Record No.:</u>	If included, administrative identification numbers and facility names are included only for convenience of reference, and not as part of the legal description.
<u>Instrument:</u>	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.
<u>Grantor:</u>	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:

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 I (FEE)
OTOE COUNTY, NEBRASKA

1992/07/25

RECORD NO.	INSTRUMENT	GRANTOR	GRANTEE	DATE	BOOK	PAGE	FILE	DESCRIPTION
HTI-232-002	Warranty Deed	Northern Natural Gas Co.	Hydrocarbon Transportation, Inc.	05/03/67	116	132	469	17N-R10E, 6th P.M. ----- Sec 11: Beg. at a point on the W side of Sec 11 described as follows: 1801 ft N of the SW/C; of said sec; thence E 250 ft; thence N 250 ft; thence W 250 ft; thence S 250 ft to the P08 and containing 1.43 acres

EXHIBIT A - PART II
(PIPELINES)

07/27/92

COUNTY/PARISH	SYSTEM	P/L NO.	DESCRIPTION OF PIPELINE
Otoe County, Nebraska	NORTH	NE-101	Pipeline 101 is an 8" products pipeline, portions of which are located in Ellsworth, Lincoln, Saline, Ottawa, Cloud, Clay and Washington Counties, Kansas; Gage, Johnson, Otoe and Cass Counties, Nebraska; and Mills, Montgomery, Pottawattamie, Cass, Adair, Madison, Warren and Polk Counties, Iowa. Pipeline 101 begins at the EGPC Bushon Gas Processing Plant located in Rice and Ellsworth Counties, Kansas, and terminates at the ELPC Des Moines Terminal located in Polk County, Iowa. (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.)
Otoe County, Nebraska	NORTH	NE-102	Pipeline 102 is an 8" products pipeline, portions of which are located in Ellsworth, Lincoln, Saline, Ottawa, Cloud, Clay and Washington Counties, Kansas; Gage, Johnson, Otoe and Cass Counties, Nebraska; and Fremont, Mills, Montgomery, Pottawattamie, Cass, Adair, Madison, Warren and Polk Counties, Iowa. Pipeline 102 begins at the EGPC Bushon Gas Processing Plant located in Rice and Ellsworth Counties, Kansas, and terminates at the ELPC Des Moines Terminal located in Polk County, Iowa. (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)
OTOE COUNTY, NEBRASKA

07/28/92

RECORD NO	INSTRUMENT	GRANTOR	GRANTEE	DATE	BOOK	PAGE	FILE	DESCRIPTION
HTI-110	Agreement [Ref. No. 34901]	Chicago, Burlington & Quincy Railroad Co. [c/o Burlington Northern Railroad Co.]	Northern Gas Products Co.	12/19/61				T8N-R11E, 6th P.M. ----- Sec 17: SW/4 NE/4
HTI-391	Easement	Crete Branch, Inc.	Enron Liquids Pipeline Co.	03/17/89	58	321		T7N-R10E, 6th P.M. ----- Sec 29: 100 ft in width, upon and through the SE/4 located approximately 426 East of Sec 29 South Quarter Line
HTI-392	Pipe Line License	Missouri Pacific Railroad Co.	Hydrocarbon Transportation, Inc.	05/15/68				T9N-R13E, 6th P.M. ----- Secs 11: ECS 8439-28 in NW/4 near Union
HTI-395	Pipe Line Agreement [Ref. No. 1171-109]	Chicago, Burlington & Quincy Railroad Co. [c/o Burlington Northern Railroad Co.]	Hydrocarbon Transportation, Inc.	06/03/68				T8N-R11E, 6th P.M. ----- Sec 22: Railroad Survey Station 1115+05, WP 25.91, 9.93 miles W of Durbar, in the SW/4 SE/4
N-101-135-001	Pipeline Easement	Ellig, Fred, and Anne Ellig	Northern Gas Products Co.	06/14/61	026	214	743	T7N-R10E, 6th P.M. ----- Sec 31: SW/4 SE/4
N-101-135-002	Pipeline Easement	Ellig, Fred, and Anne Ellig	Northern Gas Products Co.	06/14/61	026	216	744	T7N-R10E, 6th P.M. ----- Sec 31: SE/4 SE/4

EXHIBIT A - PART III (EASEMENTS)
OTOE COUNTY, NEBRASKA

07/28/92

RECORD NO.	INSTRUMENT	GRANTOR	GRANTEE	DATE	BOOK	PAGE	FILE	DESCRIPTION
N-101-135-003	Pipeline	Ellig, Fred Julius, and Anna Ellig	Northern Gas Products Co.	06/14/61	026	217	745	17N-R10E, 6th P.M. ----- Sec 31: N/2 SE/4
N-101-136	Pipeline Easement	Panko, Albert, and Anna Panko	Northern Gas Products Co.	06/16/61	026	623	780	17N-R10E, 6th P.M. ----- Sec 32: SW/4
N-101-137	Pipeline Easement	Straube, Godfrey, and Agnes J. Straube	Northern Gas Products Co.	06/16/61	026	629	781	17N-R10E, 6th P.M. ----- Sec 32: S/2 NW/4
N-101-138	Pipeline Easement	Straube, Theodore, and Pauline Straube	Northern Gas Products Co.	06/16/61	026	621	782	17N-R10E, 6th P.M. ----- Sec 32: N/2 NW/4
N-101-139	Pipeline Easement	Wirthele, Paul, and Nellie I. Wirthele	Northern Gas Products Co.	06/15/61	026	218	746	17N-R10E, 6th P.M. ----- Sec 29: SW/4
N-101-140	Pipeline Easement	Panko, Chris, and Birden Panko	Northern Gas Products Co.	06/16/61	026	627	783	17N-R10E, 6th P.M. ----- Sec 29: SE/4
N-101-141	Pipeline Easement	Wirthele, Jacob, and Hilda W. Wirthele	Northern Gas Products Co.	06/15/61	026	220	747	17N-R10E, 6th P.M. ----- Sec 29: NE/4
N-101-142	Pipeline Easement	Musk, Adolph F.	Northern Gas Products Co.	06/16/61	026	221	748	17N-R10E, 6th P.M. ----- Sec 28: S/2 NW/4
N-101-143	Pipeline Easement	Straube, Edward, and Helen Straube	Northern Gas Products Co.	06/17/61	026	619	784	17N-R10E, 6th P.M. -----

EXHIBIT A - PART III (EASEMENTS)
OTOE COUNTY, NEBRASKA

07/28/92

RECORD NO	INSTRUMENT	GRANTOR	GRANTEE	DATE	BOOK	PAGE	FILE	DESCRIPTION
N-101-143	Pipeline							Sec 21: SW/4 Sec 28: N/2 NW/4
N-101-144	Pipeline Easement	George, Anna (Helscher)	Northern Gas Products Co.	07/11/61	026	568	890	17N-R10E, 6th P.M. ----- Sec 21: SE/4
N-101-145	Pipeline Easement	Damme, Fred W.	Northern Gas Products Co.	06/20/61	026	625	785	17N-R10E, 6th P.M. ----- Sec 21: NE/4
N-101-146	Pipeline Easement	Young, Ruby E. (Danne), et al.	Northern Gas Products Co.	06/21/61	026	617	786	17N-R10E, 6th P.M. ----- Sec 22: W/2 NW/4
N-101-147	Pipeline Easement	South, Ruth B.	Northern Gas Products Co.	06/21/61	026	603	820	17N-R10E, 6th P.M. ----- Sec 15: W/2
N-101-148	Pipeline Easement	Moss, Elmer, and Minnie Moss	Northern Gas Products Co.	06/20/61	026	615	796	17N-R10E, 6th P.M. ----- Sec 15: NE/4
N-101-149	Pipeline Easement	Asboe, Ruth DeLong, and Eric B. Asboe	Northern Gas Products Co.	10/27/61	026	495	1543	17N-R10E, 6th P.M. ----- Sec 10: SE/4
N-101-150	Pipeline Easement	Cameron, Emma	Northern Gas Products Co.	06/21/61	026	613	797	17N-R10E, 6th P.M. ----- Sec 11: NW/4 SW/4, SW/4 NW/4, N/2 NW/4 & N 28.3 acs of SE/4 NW/4
N-101-151-001	Pipeline Easement	Vohs, Ruby, and Walter Vohs	Northern Gas Products Co.	06/20/61	026	611	798	17N-R10E, 6th P.M. -----

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EXHIBIT A - PART III (EASEMENTS)
OTOE COUNTY, NEBRASKA

07/28/92

RECORD NO	INSTRUMENT	GRANTOR	GRANTEE	DATE	BOOK	PAGE	FILE	DESCRIPTION
N-101-151-001	Pipeline							Sec 11: NW/4 NE/4
N-101-151-002	[Gate Valve/Drip Easement]	Vohs, Ruby, and Walter Vohs	Northern Gas Products Co.	06/08/62	026	398	748	17N-R10E, 6th P.M. ----- Sec 11: NW/4 NE/4, being a tract described as 12 ft x 20 ft
N-101-151-003	Cathodic Protection Esmt	Vohs, Ruby, and Walter Vohs	Northern Gas Products Co.	09/19/63	027	140	1232	17N-R10E, 6th P.M. ----- Sec 11: NW/4 NE/4
N-101-152-001	Pipeline Easement	Flessner, J. H., and Pearl Flessner	Northern Gas Products Co.	10/19/61	026	508	1405	17N-R10E, 6th P.M. ----- Sec 2: SE/4
N-101-152-002	[Gate Valve/Drip Easement]	Flessner, J. H., and Pearl Flessner	Northern Gas Products Co.	04/12/63	027	102	754	17N-R10E, 6th P.M. ----- Sec 2: SE/4, being a tract described as 12 ft x 30 ft
N-101-153	Pipeline Easement	Kramer, Joyce Dively, and Kent L. Kramer	Northern Gas Products Co.	06/23/61	026	609	799	17N-R10E, 6th P.M. ----- Sec 2: NE/4
N-101-154	Pipeline Easement	Miesbach, Austin, et al.	Northern Gas Products Co.	10/12/61	026	515	1348	17N-R10E, 6th P.M. ----- Sec 1: NW/4
N-101-155	Pipeline Easement	Liesemeyer, August, and Leta Liesemeyer	Northern Gas Products Co.	10/19/61	026	507	1406	18N-R10E, 6th P.M. ----- Sec 36: S 2/3 of N/2 SW/4 & S/2 SW/4
N-101-156	Pipeline Easement	Henke, Henry F., and Anna C. Henke	Northern Gas Products Co.	06/22/61	026	607	800	18N-R10E, 6th P.M. -----

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EXHIBIT A - PART III (EASEMENTS)
OTOE COUNTY, NEBRASKA

07/28/92

RECORD NO.	INSTRUMENT	GRANTOR	GRANTEE	DATE	BOOK	PAGE	FILE	DESCRIPTION
N-101-156	Pipeline							Sec 36: S/2 SE/4
N-101-157	Pipeline Easement	Henke, Virgil, and Ernestine M. Henke	Northern Gas Products Co.	07/24/61	026	561	944	T8N-R10E, 6th P.M. ----- Sec 36: N/2 SE/4
N-101-158	Pipeline Easement	Post, Thies, and Anna Post	Northern Gas Products Co.	10/19/61	026	506	1407	T8N-R10E, 6th P.M. ----- Sec 36: NE/4 ----- T8N-R11E, 6th P.M. ----- Sec 31: NW/4
N-101-159-001	Pipeline Easement	Post, Carl J., and Ona B. Post	Northern Gas Products Co.	11/06/61	026	496	1564	T8N-R11E, 6th P.M. ----- Sec 30: W/2
N-101-159-002	Pipeline Easement	Post, Harold, and Bonnie Post	Northern Gas Products Co.	11/07/61	026	493	1566	T8N-R11E, 6th P.M. ----- Sec 30: W/2
N-101-159-003	Pipeline Easement	Post, Donald, and Delores Post	Northern Gas Products Co.	11/07/61	026	494	1565	T8N-R11E, 6th P.M. ----- Sec 30: W/2
N-101-159-004	Pipeline Easement	Ekhoﬀ, Glenn E., and Arva H. Ekhoﬀ	Northern Gas Products Co.	11/08/61	026	492	1567	T8N-R11E, 6th P.M. ----- Sec 30: W/2
N-101-159-005	Pipeline Easement	Heine, Calvin J., and Berdine M. Heine	Northern Gas Products Co.	11/09/61	026	490	1602	T8N-R11E, 6th P.M. ----- Sec 30: W/2

EXHIBIT A - PART III (EASEMENTS)
OTOE COUNTY, NEBRASKA

07/28/92

RECORD NO	INSTRUMENT	GRANTOR	GRANTEE	DATE	BOOK	PAGE	FILE	DESCRIPTION
N-101-160	Pipeline	Romau, Fred W.	Northern Gas Products Co.	07/03/61	026	587	857	T8N-R11E, 6th P.M. ----- Sec 30: SE/4
N-101-161	Pipeline Easement	Bro, Fred W., and Ethel M. Bro	Northern Gas Products Co.	11/06/61	026	491	1568	T8N-R11E, 6th P.M. ----- Sec 30: NE/4
N-101-162	Pipeline Easement	Bro, Ernest, and Imogene Bro	Northern Gas Products Co.	10/30/61	026	505	1498	T8N-R11E, 6th P.M. ----- Sec 19: SE/4
N-101-163	Pipeline Easement	Hauschild, John, and Anna Hauschild	Northern Gas Products Co.	07/17/61	026	563	926	T8N-R11E, 6th P.M. ----- Sec 20: SW/4 & SW/4 NW/4
N-101-164	Pipeline Easement	Kramer, Arthur A., and Lena C. Kramer	Northern Gas Products Co.	06/30/61	026	585	858	T8N-R11E, 6th P.M. ----- Sec 20: N/2 NE/4 lying S of Little Nemaha River, River 71 3/4 acres S/2 NE/4 & E/2 NW/4
N-101-165	Pipeline Easement	Windhorst, Orville C., and Ruth E. Windhorst	Northern Gas Products Co.	03/25/63	027	065	402	T8N-R11E, 6th P.M. ----- Sec 17: Lot 10 in Lot 7 in S/2 SE/4 Sec 20: Lot 6 in N/2 NE/4
N-101-166	Pipeline Easement	Heather, Harry R., et al.	Northern Gas Products Co.	07/21/61	026	559	945	T8N-R11E, 6th P.M. ----- Sec 17: All of Lot 3 in McKee's Replat lying S & W of Little Nemaha River, otherwise described as that part of SE/4 SW/4 lying S & W of Little Nemaha River, EXCEPT Lot 6 in McKee's Replat

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EXHIBIT A - PART III (EASEMENTS)
OTOE COUNTY, NEBRASKA

07/28/92

RECORD NO.	INSTRUMENT	GRANTOR	GRANTEE	DATE	BOOK	PAGE	FILE	DESCRIPTION
N-101-167	Pipeline	Royal, Raymond B., and Marion E. Royal	Northern Gas Products Co.	02/17/62	026	465	210	T8N-R11E, 6th P.M. ----- Sec 17: Lots 4 & 5 of McKee's Replat in SE/4
N-101-168	Pipeline Easement	Grundman, Donald W., et al.	Northern Gas Products Co.	11/28/61	026	481	1625	T8N-R11E, 6th P.M. ----- Sec 17: NE/4 lying S of center of ROW of C. B. & O. RR. & W/2 N/2 SE/4
N-101-169	Pipeline Easement	Johns, Gus W., and Dora M.T. Johns	Northern Gas Products Co.	12/12/61	026	486	1727	T8N-R11E, 6th P.M. ----- Sec 17: NE/4 lying N of C. B. & O. RR
N-101-170	Pipeline Easement	Witt, Albert D., and Minnie Witt	Northern Gas Products Co.	04/03/62	026	458	440	T8N-R11E, 6th P.M. ----- Sec 8: SE/4
N-101-171	Pipeline Easement	Keim, Ernest J., and Ruby Keim	Northern Gas Products Co.	12/11/61	026	473	1728	T8N-R11E, 6th P.M. ----- Sec 9: SW/4
N-101-172	Pipeline Easement	Steinhoff, Louis, and Sophia Steinhoff	Northern Gas Products Co.	08/01/61	026	551	989	T8N-R11E, 6th P.M. ----- Sec 9: NW/4 SE/4
N-101-173	Pipeline Easement	Kircher, Ada C., a/k/a Ada A. Kircher	Northern Gas Products Co.	07/31/61	026	552	988	T8N-R11E, 6th P.M. ----- Sec 9: SE/4 NW/4
N-101-174	Pipeline Easement	Windels, Sophia M.	Northern Gas Products Co.	07/20/61	026	558	946	T8N-R11E, 6th P.M. ----- Sec 9: W/2 NE/4

EXHIBIT A - PART III (EASEMENTS)
OTOE COUNTY, NEBRASKA

07/28/92

RECORD NO.	INSTRUMENT	GRANTOR	GRANTEE	DATE	BOOK	PAGE	FILE	DESCRIPTION
N-101-175-001	Pipeline	Warner, Freddie, et al.	Northern Gas Products Co.	08/19/61	026	535	1138	T8N-R11E, 6th P.M. ----- Sec 9: E/2 NE/4
N-101-175-002	Pipeline Easement	Mendenhall, Gale E., et al.	Northern Gas Products Co.	08/15/61	026	541	1066	T8N-R11E, 6th P.M. ----- Sec 9: E/2 NE/4
N-101-175-003	Pipeline Easement	Bonwell, Rose, et al.	Northern Gas Products Co.	08/08/61	026	543	1065	T8N-R11E, 6th P.M. ----- Sec 9: E/2 NE/4
N-101-176-001	Pipeline Easement	Steinhoff, Alma	Northern Gas Products Co.	07/01/61	026	573	868	T8N-R11E, 6th P.M. ----- Sec 4: SE/4
N-101-176-002	Pipeline Easement	Copenhaver, Ruby, et al.	Northern Gas Products Co.	07/07/61	026	571	869	T8N-R11E, 6th P.M. ----- Sec 4: SE/4
N-101-177	Pipeline Easement	Windels, Sophia M., et al.	Northern Gas Products Co.	06/29/61	026	583	859	T8N-R11E, 6th P.M. ----- Sec 3: SW/4
N-101-178	Pipeline Easement	Perkins, Margaret E., and Dwight C. Perkins	Northern Gas Products Co.	08/11/61	026	549	1035	T8N-R11E, 6th P.M. ----- Sec 3: NW/4 ----- T9N-R12E, 6th P.M. ----- Sec 5: SE/4, subject to lease of 1 ac in SE/4 to School Dist. No 96
N-101-179-001	Pipeline	Kehlenbeck,	Northern Gas	07/07/61	026	566	892	T8N-R11E, 6th P.M.

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EXHIBIT A - PART III (EASEMENTS)
OTOE COUNTY, NEBRASKA

07/28/92

RECORD NO	INSTRUMENT	GRANTOR	GRANTEE	DATE	BOOK	PAGE	FILE	DESCRIPTION
N-101-179-001	Easement	Wilhelm, Jr., et al.	Products Co.					----- Sec 3: W/2 NE/4
N-101-179-002	Pipeline Easement	Kehlenbeck, The Estate of William, et al.	Northern Gas Products Co.	06/29/61	026	567	891	T8N-R11E, 6th P.M. ----- Sec 3: SW/4 NE/4, NW/4 SE/4 & NW/4 NE/4
N-101-180	Pipeline Easement	Mohlman, Willard H., and Leola A. Mohlman	Northern Gas Products Co.	06/26/61	026	601	821	T9N-R11E, 6th P.M. ----- Sec 34: W/2 SE/4
N-101-181	Pipeline Easement	Davis, Lorena H.	Northern Gas Products Co.	01/05/62	026	466	78	T9N-R11E, 6th P.M. ----- Sec 34: E/2 SE/4 & SE/4 NE/4
N-101-182	Pipeline Easement	Hopp, Leona P., and Richard R. Hopp	Northern Gas Products Co.	06/26/61	026	599	822	T9N-R11E, 6th P.M. ----- Sec 35: SW/4
N-101-183	Pipeline Easement	Chase, Alice, et al.	Northern Gas Products Co.	07/10/61	026	589	853	T9N-R11E, 6th P.M. ----- Sec 35: NW/4
N-101-184-001	Pipeline Easement	Bormann, Henry, and Meta E. H. Bormann	Northern Gas Products Co.	11/22/61	026	483	1619	T9N-R11E, 6th P.M. ----- Sec 26: SE/4 & S/2 NE/4 EXCEPTING that portion of land beginning at the half sec line at the SW corner of the SE/4; running thence due E on the sec line 53-1/3 rods; thence due N 240 rods; thence W 53-1/3 rods to the half sec line first mentioned; thence S on the half sec line to P08, limited to 50 ft width

EXHIBIT A - PART III (EASEMENTS)
OTOE COUNTY, NEBRASKA

07/28/92

RECORD NO.	INSTRUMENT	GRANTOR	GRANTEE	DATE	BOOK	PAGE	FILE	DESCRIPTION
N-101-184-002	Pipeline	Bormann, Meta E. H., and Henry Bormann	Northern Gas Products Co.	11/22/61	026	485	1618	T9N-R11E, 6th P.M. ----- Sec 26: W 53.5 rods of SE/4 & W 53.5 rods of S/2 NE/4
N-101-184-003	Pipeline Easement	Bormann, Henry, and Meta E. H. Bormann	Northern Gas Products Co.	11/22/61	026	489	1617	T9N-R11E, 6th P.M. ----- Sec 26: E/2 SW/4, Limited 50 ft width
N-101-185-001	Pipeline Easement	Hillman, Herman, and Edla Hillman	Northern Gas Products Co.	07/19/61	026	557	947	T9N-R11E, 6th P.M. ----- Sec 26: N/2 NE/4
N-101-185-002	[Gate Valve/Drip Easement]	Hillman, Herman and Edla Hillman	Northern Gas Products Co.	06/08/62	026	399	749	T9N-R11E, 6th P.M. ----- Sec 26: N/2 NE/4, being a tract described as 12 ft x 20 ft
N-101-185-003	[Gate Valve/Drip Easement]	Hillman, Herman and Edla Hillman	Northern Gas Products Co.	04/17/63	027	103	755	T9N-R11E, 6th P.M. ----- Sec 26: N/2 NE/4, being a tract described as 12 ft x 30 ft
N-101-186	Pipeline Easement	Brandt, Reinhard, and Anna Brandt	Northern Gas Products Co.	06/29/61	026	581	860	T9N-R11E, 6th P.M. ----- Sec 25: NW/4
N-101-187	Pipeline Easement	Lutjemeier, William, and Emma Lutjemeier	Northern Gas Products Co.	11/30/61	026	479	1660	T9N-R11E, 6th P.M. ----- Sec 24: SW/4 ----- T9N-R12E, 6th P.M. ----- Sec 18: W/2 SW/4

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N-101-188	Pipeline	Steinhoff, Alvin W., and Hilda L. Steinhoff	Northern Gas Products Co.	07/03/61	026	579	861	T9N-R11E, 6th P.M. ----- Sec 24: NW/4
N-101-189-001	Pipeline Easement	Lehn, Jesse, and Hazel Lehn	Northern Gas Products Co.	07/13/61	026	564	907	T9N-R11E, 6th P.M. ----- Sec 24: NE/4 EXCEPT Missouri Pacific RR ROW
N-101-189-002	Pipeline Easement	Swanson, Sterling, and Viola Swanson	Northern Gas Products Co.	12/22/61	026	480	17	T9N-R11E, 6th P.M. ----- Sec 24: NE/4
N-101-190	Pipeline Easement	Sporhase, William, and Lydia W. Sporhase	Northern Gas Products Co.	06/28/61	026	591	847	T9N-R11E, 6th P.M. ----- Sec 13: SE/4 lying E of W line of Missouri Pacific RR ROW
N-101-192	Pipeline Easement	Janeke, Herman, and Sophia Janeke	Northern Gas Products Co.	06/27/61	026	597	825	T9N-R12E, 6th P.M. ----- Sec 18: All of the E 76.35 acs of SW/4
N-101-193	Pipeline Easement	Schutz, Calvin W., and Margery E. Schutz	Northern Gas Products Co.	06/27/61	026	595	826	T9N-R12E, 6th P.M. ----- Sec 18: NW/4
N-101-194	Pipeline Easement	Mulf, Lawrence E., et al.	Northern Gas Products Co.	10/01/61	026	516	1297	T9N-R12E, 6th P.M. ----- Sec 18: NE/4
N-101-195	Pipeline Easement	Schutz, Edward W.	Northern Gas Products Co.	06/27/61	026	593	827	T9N-R12E, 6th P.M. ----- Sec 7: SE/4
N-101-196	Pipeline	Brunner, Nora	Northern Gas	07/05/61	026	577	862	T9N-R12E, 6th P.M.

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N-101-196	Easement		Products Co.					----- Sec 7: NE/4
N-101-197	Pipeline Easement	Emshoff, Ernest, and Helen Emshoff	Northern Gas Products Co.	07/03/61	026	575	863	T9N-R12E, 6th P.M. ----- Sec 8: N/2 SW/4 & NW/4
N-101-198	Pipeline Easement	Rohlf, Anna, et al.	Northern Gas Products Co.	07/08/61	026	555	948	T9N-R12E, 6th P.M. ----- Sec 8: NE/4
N-101-199	Pipeline Easement	Carsten, Ruth Ruge	Northern Gas Products Co.	07/17/61	026	562	927	T9N-R12E, 6th P.M. ----- Sec 5: S/2 SW/4
N-101-201	Pipeline Easement	Lackey, Nora Nelsen, and Donald R. Lackey	Northern Gas Products Co.	07/11/61	026	565	893	T9N-R12E, 6th P.M. ----- Sec 5: SE/4 NE/4
N-101-202	Pipeline Easement	Ruge, Fred J., and Cecil S. Ruge	Northern Gas Products Co.	07/07/61	026	569	870	T9N-R12E, 6th P.M. ----- Sec 4: NW/4
N-102-185	Pipeline Easement	Ellig, Fred Julius, a/k/a Fred J. Ellig, and Anna J. Ellig	Hydrocarbon Transportation, Inc.	04/26/68	030	231	1351	T7N-R10E, 6th P.M. ----- Sec 31: SE/4
N-102-186	Pipeline Easement	Panko, Albert, and Anna D. Panko	Hydrocarbon Transportation, Inc.	04/25/68	030	233	1352	T7N-R10E, 6th P.M. ----- Sec 32: SW/4
N-102-187	Pipeline Easement	Straube, Godfrey, and Agnes J.	Hydrocarbon Transportation,	04/26/68	030	235	1353	T7N-R10E, 6th P.M. -----

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N-102-187	Pipeline	Straube	Inc.					Sec 32: S/2 NW/4
N-102-188	Pipeline Easement	Straube, Theodore, and Pauline Straube	Hydrocarbon Transportation, Inc.	04/25/68	030	237	1354	<p>T7N-R10E, 6th P.M. -----</p> <p>Sec 32: N/2 NW/4, EXCEPT tract Beg. at N/4 corner; thence N'ly on N line of NE/4 NW/4 689.6 ft; thence S'ly 90 degs left 33.0 ft; thence E'ly on a line 33.0 ft S'ly from & parallel to said N line 100.0 ft; thence continuing E'ly 200.3 ft to a point 44.2 ft S'ly from said N line; thence continuing E'ly 389.6 ft to a point on E line of said NE/4 NW/4; thence N'ly on said E line 44.8 ft to P08, containing 0.65 ac, M/L, which includes 0.52 ac, M/L, previously occupied as a public hwy, the remaining 0.13 ac, M/L, being the additional acreage to be secured</p>
N-102-190	Pipeline Easement	Wirthele, Lee Paul, and Leo Jacob Wirthele	Hydrocarbon Transportation, Inc.	05/24/68	030	240	1355	<p>T7N-R10E, 6th P.M. -----</p> <p>Sec 29: SW/4</p>
N-102-191	Pipeline Easement	Penko, Chris, and Birden Penko	Hydrocarbon Transportation, Inc.	04/27/68	030	242	1356	<p>T7N-R10E, 6th P.M. -----</p> <p>Sec 29: SE/4</p>
N-102-193	Pipeline Easement	Wirthele, Jacob A., and Hilda M. Wirthele	Hydrocarbon Transportation, Inc.	04/27/68	030	244	1357	<p>T7N-R10E, 6th P.M. -----</p> <p>Sec 29: NE/4</p>
N-102-195	Pipeline Easement	Wirthele, Paul Arnold, and Carole A. Wirthele	Hydrocarbon Transportation, Inc.	04/29/68	030	246	1358	<p>T7N-R10E, 6th P.M. -----</p> <p>Sec 20: SE/4</p>

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N-102-197	Pipeline	Straube, Edward, and Helen Straube Inc.	Hydrocarbon Transportation, Inc.	04/27/68	030	248	1359	17N-R10E, 6th P.M. ----- Sec 21: SW/4 Sec 28: NW/4
N-102-198	Pipeline Easement	Walch, Albert C., and Rachel F. Walch	Hydrocarbon Transportation, Inc.	04/29/68	030	250	1360	17N-R10E, 6th P.M. ----- Sec 21: NW/4
N-102-199	Pipeline Easement	Demme, Fred H.	Hydrocarbon Transportation, Inc.	04/29/68	030	252	1361	17N-R10E, 6th P.M. ----- Sec 21: NE/4
N-102-201	Pipeline Easement	Scheef, Eugene H., and Sandra K. Scheef	Hydrocarbon Transportation, Inc.	04/29/68	030	254	1362	17N-R10E, 6th P.M. ----- Sec 16: SE/4
N-102-202	Pipeline Easement	South, Ruth E.	Hydrocarbon Transportation, Inc.	04/30/68	030	256	1363	17N-R10E, 6th P.M. ----- Sec 15: W/2
N-102-203	Pipeline Easement	Moss, Elmer, and Minnie Moss	Hydrocarbon Transportation, Inc.	04/29/68	030	258	1364	17N-R10E, 6th P.M. ----- Sec 15: NE/4
N-102-205	Pipeline Easement	Asboe, Ruth DeLong, and Eric B. Asboe	Hydrocarbon Transportation, Inc.	05/29/68	030	260	1365	17N-R10E, 6th P.M. ----- Sec 10: SE/4
N-102-207	Pipeline Easement	Cameron, Emma	Hydrocarbon Transportation, Inc.	05/02/68	030	262	1366	17N-R10E, 6th P.M. ----- Sec 11: NW/4 SW/4, EXCEPT tract owned by Northern Natural Gas Co.

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N-102-208	Pipeline	Cameron, Carl T., and Genevieve Cameron	Hydrocarbon Transportation, Inc.	05/01/68	030	264	1367	T7N-R10E, 6th P.M. ----- Sec 11: E/2 SW/4, SW/4 SW/4 & S 11.7 acs of SE/4 NW/4
N-102-209	Pipeline Easement	Cameron, Emma	Hydrocarbon Transportation, Inc.	05/02/68	030	266	1368	T7N-R10E, 6th P.M. ----- Sec 11: N/2 NW/4 & N 28.3 acres of SE/4 NW/4
N-102-210	Pipeline Easement	Vohs, Ruby, and Walter Vohs	Hydrocarbon Transportation, Inc.	05/23/68	030	268	1369	T7N-R10E, 6th P.M. ----- Sec 11: NE/4 & N/2 SE/4, pipeline will cross W line of tract not less than 650 ft N of S line and no more than 200 ft S of NE/C
N-102-212	Pipeline Easement	Peterson, James G., and Mary L. Peterson	Hydrocarbon Transportation, Inc.	05/27/68	030	270	1370	T7N-R10E, 6th P.M. ----- Sec 12: W/2 NW/4
N-102-214	Pipeline Easement	Miesbach, Paul, and Hilda Miesbach	Hydrocarbon Transportation, Inc.	05/23/68	030	272	1371	T7N-R10E, 6th P.M. ----- Sec 1: W/2 SW/4
N-102-215	Pipeline Easement	Zahn, Paul F., and Lena K. Zahn	Hydrocarbon Transportation, Inc.	05/23/68	030	274	1372	T7N-R10E, 6th P.M. ----- Sec 1: E/2 SW/4
N-102-216	Pipeline Easement	Hendeln, John F.	Hydrocarbon Transportation, Inc.	05/21/68	030	276	1373	T7N-R10E, 6th P.M. ----- Sec 1: SE/4
N-102-217	Pipeline Easement	Siefken, Lester, and Madge D.	Hydrocarbon Transportation, Inc.	05/21/68	030	278	1374	T7N-R10E, 6th P.M. -----

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N-102-217	Pipeline	Siefken	Inc.					Sec 1: NE/4
N-102-219	Pipeline Easement	Stutheit, Wayne F., et al.	Hydrocarbon Transportation, Inc.	05/20/68	030	280	1375	T8N-R11E, 6th P.M. ----- Sec 6: NW/4
N-102-220	Pipeline Easement	Henke, Virgil, and Ernestine Henke	Hydrocarbon Transportation, Inc.	05/24/68	030	282	1376	T7N-R11E, 6th P.M. ----- Sec 6: NE/4
N-102-222	Pipeline Easement	Carper, Denzel M., and Ferne M. Carper	Hydrocarbon Transportation, Inc.	05/20/68	030	284	1377	T8N-R11E, 6th P.M. ----- Sec 31: SE/4 Sec 32: SW/4 & NE/4
N-102-224	Pipeline Easement	Wellman, Raymond C., and Lois C. Wellman	Hydrocarbon Transportation, Inc.	05/17/68	030	286	1378	T8N-R11E, 6th P.M. ----- Sec 29: SE/4 Sec 32: NW/4 pipeline will pass on N side of windmill located approx. in center of SE/4 SE/4.
N-102-225	Pipeline Easement	Masters, Carl F., and Margaret L. Masters	Hydrocarbon Transportation, Inc.	05/22/68	030	288	1379	T8N-R11E, 6th P.M. ----- Sec 28: N/2 pipeline will enter N/2 SW no further N of S line then 60 ft and exit this tract no further W of E line then 300 ft, SW/4 & S/2 NW/4.
N-102-226	Pipeline Easement	Keim, Ernest J., and Ruby R. Keim	Hydrocarbon Transportation, Inc.	05/24/68	030	290	1380	T8N-R11E, 6th P.M. ----- Sec 28: S/2 NE/4
N-102-229	Pipeline	Masters, Carl F.,	Hydrocarbon	05/22/68	030	294	1381	T8N-R11E, 6th P.M.

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N-102-229	Easement	and Margaret L. Masters	Transportation, Inc.					----- Sec 27: NW/4 Sec 28: N/2 NE/4
N-102-231	Pipeline Easement	Rosenthal, Mary, Life Est., et al.	Hydrocarbon Transportation, Inc.	05/17/68	030	296	1382	T8N-R11E, 6th P.M. ----- Sec 22: SW/4
N-102-232	Pipeline Easement	Wolfe, Jess T., and Helen M. Wolfe	Hydrocarbon Transportation, Inc.	05/07/68	030	298	1383	T8N-R11E, 6th P.M. ----- Sec 22: S 100 acs SE/4
N-102-234	Pipeline Easement	Neenan, Henry Johnson, and Clara Mary Neenan	Hydrocarbon Transportation, Inc.	05/17/68	030	300	1384	T8N-R11E, 6th P.M. ----- Sec 22: N 60 acres SE/4
N-102-236	Pipeline Easement	Neenan, Elmer, and Mildred M. Neenan	Hydrocarbon Transportation, Inc.	05/17/68	030	302		T8N-R11E, 6th P.M. ----- Sec 23: W/2 SW/4
N-102-237	Pipeline Easement	Liesemeyer, Graydon A.	Hydrocarbon Transportation, Inc.	05/22/68	030	304	1385	T8N-R11E, 6th P.M. ----- Sec 23: SW/4 NW/4
N-102-238	Pipeline Easement	Kruse, Mabel C., et al.	Hydrocarbon Transportation, Inc.	05/17/68	030	306	1386	T8N-R11E, 6th P.M. ----- Sec 23: E/2 NW/4 & W/2 NE/4
N-102-240	Pipeline Easement	Kraft, Gladys	Hydrocarbon Transportation, Inc.	05/21/68	030	308	1388	T8N-R11E, 6th P.M. ----- Sec 14: W/2 SE/4
N-102-241	Pipeline Easement	Whitehead, Harvey A., et al.	Hydrocarbon Transportation, Inc.	05/20/68	030	310	1389	T8N-R11E, 6th P.M. -----

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N-102-241	Pipeline		Inc.					Sec 14: E/2 SE/4
N-102-243	Pipeline Easement	Marquardt, Lucille L., Life Estate, et al.	Hydrocarbon Transportation, Inc.	05/28/68	030	312	1390	T8N-R11E, 6th P.M. ----- Sec 13: Lots 2 & 3 in SE/4 & SW/4
N-102-244	Pipeline Easement	Kropp, Campbell E., and Eleanor G. Kropp	Hydrocarbon Transportation, Inc.	05/29/68	030	314	1391	T8N-R11E, 6th P.M. ----- Sec 13: Part of SE/4 containing 120 acres
N-102-245	Pipeline Easement	Marquardt, Lucille, and John Marquardt	Hydrocarbon Transportation, Inc.	05/28/68	030	316	1392	T8N-R11E, 6th P.M. ----- Sec 13: W/2 NE/4, EXCEPT that portion previously deeded to State of Nebraska
N-102-246	Pipeline Easement	Elmke, Leonard, and Ruby Elmke	Hydrocarbon Transportation, Inc.	06/03/68	030	318	1393	T8N-R11E, 6th P.M. ----- Sec 13: E/2 NE/4
N-102-248	Pipeline Easement	Knop, Louis J., and Alma L. Knop	Hydrocarbon Transportation, Inc.	06/05/68	030	320	1394	T8N-R12E, 6th P.M. ----- Sec 18: NW/4 NE/4 & N/2 of NW fractional qtr, also described as Lot 1, with other property, EXCEPT land deeded to the State of Nebraska
N-102-249	Pipeline Easement	Schumacher, Leola L., and Elmer Schumacher	Hydrocarbon Transportation, Inc.	06/04/68	030	322	1395	T8N-R12E, 6th P.M. ----- Sec 18: NE/4 NE/4
N-102-251	Pipeline Easement	Turre, Edward, and Clarissa Turre	Hydrocarbon Transportation, Inc.	06/04/68	030	324	1396	T8N-R12E, 6th P.M. ----- Sec 17: Fractional part of NW/4 lying N & W of C. B. & O. RR

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N-102-253	Pipeline	Turre, Edward, and Clarissa Turre	Hydrocarbon Transportation, Inc.	09/19/68	030	326	1397	T8N-R12E, 6th P.M. ----- Sec 8: S/2 SE/4
N-102-254	Pipeline Easement	Turre, Edward, and Clarissa Turre	Hydrocarbon Transportation, Inc.	05/29/68	030	328	1398	T8N-R12E, 6th P.M. ----- Sec 8: SE/4 SW/4
N-102-255-001	Pipeline Easement	Peap, Delores, Guardian of Lydia Bossung, Incompetent	Hydrocarbon Transportation, Inc.	05/31/68	030	330	1399	T8N-R12E, 6th P.M. ----- Sec 8: NE/4 SW/4 & N/2 SE/4, EXCEPT that part thereof described in Guardian's Deed recorded Book 116 Deeds, Page 97 of records In the Office of Register of Deeds of Otoe Co., Nebraska
N-102-255-002	Pipeline Easement	Heng, Pearl, and Adolph Heng	Hydrocarbon Transportation, Inc.	05/21/68	030	332	1400	T8N-R12E, 6th P.M. ----- Sec 8: NE/4 SW/4 & N/2 SE/4
N-102-257	Pipeline Easement	Burr, Robert A., and Ruth Ann Burr	Hydrocarbon Transportation, Inc.	05/28/68	030	334	1401	T8N-R12E, 6th P.M. ----- Sec 9: N/2 N/2 SW/4 & NW/4
N-102-258	Pipeline Easement	Stahlhut, Alton, and Wilma Stahlhut	Hydrocarbon Transportation, Inc.	05/22/68	030	336	1402	T8N-R12E, 6th P.M. ----- Sec 9: NE/4
N-102-259	Pipeline Easement	Johns, Harold H., et al.	Hydrocarbon Transportation, Inc.	06/05/68	030	338	1403	T8N-R12E, 6th P.M. ----- Sec 10: NW/4
N-102-261	Pipeline Easement	Gibbs Farms, Inc.	Hydrocarbon Transportation,	06/07/68	030	340	1404	T8N-R12E, 6th P.M. -----

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N-102-261	Pipeline		Inc.					Sec 3: SW/4 SW/4
N-102-262	Pipeline Easement	Yearsley, Theresa	Hydrocarbon Transportation, Inc.	05/16/68	030	343	1405	T8N-R12E, 6th P.M. ----- Sec 3: E/2 W/2 & NE/4
N-102-264	Pipeline Easement	Iske, Gladys E., and George T. Iske	Hydrocarbon Transportation, Inc.	07/31/68	030	346	1406	T8N-R12E, 6th P.M. ----- Sec 3: SE/4
N-102-265	Pipeline Easement	Clark, Sterling, and Jo Ann Clark	Hydrocarbon Transportation, Inc.	05/08/68	030	348	1407	T9N-R12E, 6th P.M. ----- Sec 34: SE/4
N-102-267	Pipeline Easement	Iske, Verna L.	Hydrocarbon Transportation, Inc.	05/29/68	030	350	1408	T9N-R12E, 6th P.M. ----- Sec 35: SW/4
N-102-268	Pipeline Easement	Morton, Melvin, and Bertha L. Morton	Hydrocarbon Transportation, Inc.	05/31/68	030	352	1409	T9N-R12E, 6th P.M. ----- Sec 35: NW/4
N-102-269-001	Pipeline Easement	Stites, M.E., and Erna L. Stites	Hydrocarbon Transportation, Inc.	05/08/68	030	354	1410	T9N-R12E, 6th P.M. ----- Sec 35: NE/4
N-102-269-002	Pipeline Easement	Guenther, Alvin H. and Reva D. Guenther	Hydrocarbon Transportation, Inc.	07/09/68	030	356	1411	T9N-R12E, 6th P.M. ----- Sec 35: NE/4
N-102-271	Pipeline Easement	Schreiner, Raymond A., and Mildred T. Schreiner	Hydrocarbon Transportation, Inc.	07/30/68	030	358	1412	T9N-R12E, 6th P.M. ----- Sec 36: NW/4

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N-102-273	Pipeline	Neubauer, Ernest W., and Lena M. Neubauer	Hydrocarbon Transportation, Inc.	05/28/68	030	360	1413	T9N-R12E, 6th P.M. ----- Sec 25: SW/4
N-102-274	Pipeline Easement	Schreiter, Rosa	Hydrocarbon Transportation, Inc.	05/19/68	030	362	1414	T9N-R12E, 6th P.M. ----- Sec 25: W/2 W/2 SE/4
N-102-275	Pipeline Easement	Schreiter, Leonard Edward, and Della Mae Schreiter	Hydrocarbon Transportation, Inc.	05/17/68	030	364	1415	T9N-R12E, 6th P.M. ----- Sec 25: E/2 SE/4 & E/2 W/2 SE/4
N-102-277	Pipeline Easement	Schruender, R. T., et al.	Hydrocarbon Transportation, Inc.	06/04/68	030	366	1416	T9N-R13E, 6th P.M. ----- Sec 30: SW/4
N-102-278	Pipeline Easement	Rowe, George C.	Hydrocarbon Transportation, Inc.	05/08/68	030	368	1417	T9N-R13E, 6th P.M. ----- Sec 30: NE/4 & NW/4
N-102-281	Pipeline Easement	Roberts, Cathleen Long, and Ralph E. Roberts	Hydrocarbon Transportation, Inc.	07/15/68	030	370	1418	T9N-R13E, 6th P.M. ----- Sec 19: E/2 SE/4 & E/2 W/2 SE/4
N-102-283	Pipeline Easement	Soley, Myrtle I.	Hydrocarbon Transportation, Inc.	05/17/68	030	372	1419	T9N-R13E, 6th P.M. ----- Sec 20: SW/4
N-102-284	Pipeline Easement	Ferguson, Charles S., and Rosa Ferguson	Hydrocarbon Transportation, Inc.	05/06/68	030	374	1420	T9N-R13E, 6th P.M. ----- Sec 20: NW/4
N-102-285	Pipeline Easement	Kropp, Dorothea A.	Hydrocarbon Transportation, Inc.	05/09/68	030	376	1421	T9N-R13E, 6th P.M. -----

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N-102-285	Pipeline		Inc.					Sec 20: NE/4
N-102-286	Pipeline Easement	Smallfoot, Robert G., and Marjorie Smallfoot	Hydrocarbon Transportation, Inc.	06/06/68	030	378	1422	T9N-R13E, 6th P.M. ----- Sec 17: SE/4 SE/4, pipeline will cross the S line of tract no further than 200 ft W of SE/C, no further than 200 ft N of SE/C
N-102-288	Pipeline Easement	Anderson, Mattie F.	Hydrocarbon Transportation, Inc.	04/30/68	030	380	1423	T9N-R13E, 6th P.M. ----- Sec 16: SW/4
N-102-289	Pipeline Easement	Gess, Edward, and Ida M. Gess	Hydrocarbon Transportation, Inc.	05/01/68	030	382	1424	T9N-R13E, 6th P.M. ----- Sec 16: W/2 SE/4 & SE/4 SE/4
N-102-291	Pipeline Easement	James, Harold A., and Dorothy D. James	Hydrocarbon Transportation, Inc.	06/11/68	030	384	1425	T9N-R13E, 6th P.M. ----- Sec 16: NE/4 SE/4
N-102-292	Pipeline Easement	Francois, Ralph, and Isabelle Francois	Hydrocarbon Transportation, Inc.	04/30/68	030	386	1426	T9N-R13E, 6th P.M. ----- Sec 15: SW/4
N-102-293	Pipeline Easement	Kropp, Gregory M.	Hydrocarbon Transportation, Inc.	05/07/68	030	388	1427	T9N-R13E, 6th P.M. ----- Sec 15: NW/4
N-102-294	Pipeline Easement	Henshaw, Olive J., Life Est., et al.	Hydrocarbon Transportation, Inc.	05/13/68	030	390	1428	T9N-R13E, 6th P.M. ----- Sec 15: NE/4
N-102-296	Pipeline Easement	Keys, Emma, et al.	Hydrocarbon Transportation, Inc.	05/22/68	030	392	1429	T9N-R13E, 6th P.M. -----

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N-102-296	Pipeline		Inc.					Sec 10: SW/4 SE/4
N-102-297	Pipeline Easement	James, John M., et al.	Hydrocarbon Transportation, Inc.	05/17/68	030	394	1430	T9N-R13E, 6th P.M.
N-102-299	Pipeline Easement	Jensen, Leona G., and Raymond Jensen	Hydrocarbon Transportation, Inc.	04/19/68	030	396	1431	Sec 10: N/2 SE/4 & SE/4 SE/4 T9N-R13E, 6th P.M.
N-102-301	Pipeline Easement	Giles, G. Wallace, and Caryl Durfee Giles	Hydrocarbon Transportation, Inc.	04/29/68	030	398	1432	Sec 11: SW/4 T9N-R13E, 6th P.M.
N-102-302	Pipeline Easement	Davis, Ida Woolsey	Hydrocarbon Transportation, Inc.	04/24/68	030	400	1433	Sec 11: W 100 acres of NW/4 T9N-R13E, 6th P.M.
N-102-304	Pipeline Easement	Banning, Mimie M., et al.	Hydrocarbon Transportation, Inc.	04/30/68	030	402	1434	Sec 11: Lot 01 in NW/4 being E 60 acres of NW/4 & NE/4 T9N-R13E, 6th P.M.
N-102-304-001	Pipeline Easement	Peters, Mola A., and Mimie Banning Trust	Hydrocarbon Transportation, Inc.	12/04/84	052	014	244	Sec 2: SE/4 T9N-R13E, 6th P.M.
N-102-306	Pipeline Easement	Owen Fletcher Neal Trust, by Omaha National Bank, Tr.	Hydrocarbon Transportation, Inc.	06/03/68	030	404	1435	Sec 2: SE/4 T9N-R13E, 6th P.M.
N-102-306-001	Pipeline Easement	Reber Trust, by Mary Linda Reber	Hydrocarbon Transportation, Inc.	11/09/84	052	016	245	Sec 1: SW/4 & W/2 NW/4 T9N-R13E, 6th P.M.
								Sec 1: W/2 NW/4

EXHIBIT A - PART III (EASEMENTS)
 OTOE COUNTY, NEBRASKA

07/28/92

RECORD NO	INSTRUMENT	GRANTOR	GRANTEE	DATE	BOOK	PAGE	FILE	DESCRIPTION
N-102-307	Pipeline	Crook, Maude D., et al.	Hydrocarbon Transportation, Inc.	06/04/68	030	406	1436	T9N-R13E, 6th P.M. ----- Sec 1: SE/4 NW/4
N-102-309	Pipeline Easement	Foster, John L., and Rose Ann Foster	Hydrocarbon Transportation, Inc.	08/19/68	030	408	1437	T9N-R13E, 6th P.M. ----- Sec 1: S/2 NE/4
N-102-310	Pipeline Easement	Pate, Louise, and Robert S. Pate	Hydrocarbon Transportation, Inc.	09/12/68	030	410	1438	T9N-R13E, 6th P.M. ----- Sec 1: N/2 NE/4

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EXHIBIT A - PART IV (OTHER INTERESTS)
OTOE COUNTY, NEBRASKA

07/28/92

RECORD NO.	INSTRUMENT	GRANTOR	GRANTEE	DATE	DESCRIPTION
HTI-122	Permit	Nebraska Dept. of Roads	Northern Gas Products Co.	12/18/61	T8N-R11E, 6th P.M. ----- Sec: 9 -----
HTI-123	Permit	Nebraska Dept. of Roads	Northern Gas Products Co.	12/18/61	T8N-R11E, 6th P.M. ----- Secs: 3 & 4 -----
HTI-124	Permit	Nebraska Dept. of Roads	Northern Gas Products Co.	12/18/61	T9N-R11E, 6th P.M. ----- Secs: 24 & 25 -----
HTI-131	Order	Board of Commissioners of Otoe Co.	Northern Gas Products Co.	12/21/61	T7N-R10E, 6th P.M. ----- Secs: 1, 2, 10, 11, 15, 21, 22, 28, 29, 31 & 32 ----- T8N-R10E, 6th P.M. ----- Secs: 36 & 25 ----- T8N-R11E, 6th P.M. ----- Secs: 30, 19, 20, 17, 08, 09, 04 & 03 ----- T9N-R11E, 6th P.M. ----- Secs: 34, 35, 26, 25, 24 & 13 ----- T9N-R12E, 6th P.M. ----- Secs: 4, 5, 7, 8 & 18 -----
HTI-205-001	Consent to Cross U.S.	U.S. Army Corps of Engineers	Northern Gas Products Co.	04/18/63	T7N-R10E, 6th P.M. -----

EXHIBIT A - PART IV (OTHER INTERESTS)
OTOE COUNTY, NEBRASKA

07/26/92

RECORD NO.	INSTRUMENT	GRANTOR	GRANTEE	DATE	DESCRIPTION
HTI-205-001	Government Right-of-Way				Sec 29: SE/4 & NE/4
HTI-232-003	Permit Amendment	U.S. Army Corps of Engineers	Hydrocarbon Transportation, Inc.	11/23/84	T7N-R10E, 6th P.M. ----- Sec 11: SE/4 NW/4
HTI-232-004	Permit EFP-1687	Nebraska Dept. of Water Resources	Hydrocarbon Transportation, Inc.	10/22/84	T7N-R10E, 6th P.M. ----- Sec 11: 1.43 acres out of NW/4 SW/4
HTI-336	Permit	Board of Commissioners of Otoe Co.	Hydrocarbon Transportation, Inc.	09/15/69	T8N-R11E, 6th P.M. ----- Sec 31
HTI-424	Permit to Perform Work on Public Right of Way	Nebraska Dept. of Roads	Hydrocarbon Transportation, Inc.	05/08/68	T8N-R11E, 6th P.M. ----- Sec 28: Crossing 1386 ft S of the NE/C (State Hwy. No. 50)
HTI-425	Permit to Perform Work on Public Right of Way	Nebraska Dept. of Roads	Hydrocarbon Transportation, Inc.	05/08/68	T9N-R13E, 6th P.M. ----- Sec 1: 900 ft W of the SW/C
HTI-426	[Permit]	Nebraska Dept. of Roads	Hydrocarbon Transportation, Inc.	05/08/68	T8N-R12E, 6th P.M. ----- Sec 18: 1785 ft W of the NE/C
HTI-427	Permit to Perform Work on Public Right of Way	Nebraska Dept. of Roads	Hydrocarbon Transportation, Inc.	05/08/68	T9N-R12E, 6th P.M. ----- Sec 25: 1220 ft W of the SW/C

EXHIBIT A - PART IV (OTHER INTERESTS)
OTOE COUNTY, NEBRASKA

07/28/92

RECORD NO.	INSTRUMENT	GRANTOR	GRANTEE	DATE	DESCRIPTION
MTI-431	Order	Board of Commissioners of Otoe Co.	Hydrocarbon Transportation, Inc.	06/28/68	T7N-R10E, 6th P.M. Secs: 1, 10, 11, 12, 15, 16, 20, 21, 28, 29, 31 & 32 ----- T7N-R11E, 6th P.M. Sec 6 ----- T8N-R11E, 6th P.M. Secs: 13, 14, 22, 23, 27, 28, 29, 31 & 32 ----- T9N-R12E, 6th P.M. Secs: 25, 26, 34 & 35 ----- T9N-R13E, 6th P.M. Secs: 1, 2, 10, 11, 15, 16, 19, 20 & 30 ----- T9N-R14E, 6th P.M. Secs: 6, 28, 29, 31, 32
MTI-597-002	Permit #NE 25B OXT 2 002166	U.S. Army Corps of Engineers	Hydrocarbon Transportation, Inc.	05/02/80	T9N-R11E, 6th P.M. ----- Sec: 24
MTI-714	Permit	Nebraska Dept. of Roads	Hydrocarbon Transportation, Inc.	11/01/84	T9N-R13E, 6th P.M. ----- Sec: 1
MTI-715	Agreement	Nebraska Dept. of Roads	Hydrocarbon Transportation, Inc.	10/26/84	T9N-R13E, 6th P.M. ----- Sec 36: SW/C Sec 2: SW/C

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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 ELPC 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