

FORM II, ELPC, BOTT, EGLIOLP (OLP, NS) (IA, IL, IN, KS, MO, NE)
Easement only IA, KS

670.00

1156
WARREN COUNTY, IOWA
FILED FOR RECORD

[1g]

92 AUG -5 PH 2: 53

BOOK 75 PAGE 437-482
JUSTIN R. CATHER, RECORDER

STATE OF : IOWA
COUNTY OF : WARREN

Recording Requested by and
When Recorded Return to:

DEPUTY
Jowa Titta 670 cig

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

Mail Tax Statements to:

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

IOWA. THIS TRANSACTION IS EXEMPT UNDER EXEMPTION 17 (EASEMENTS) OF IOWA CODE § 428A.2. NO REVENUE STAMPS
REQUIRED.

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 2, 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

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

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

PART I
GRANTING AND HABENDUM CLAUSES

1.1 GRANTING AND HABENDUM CLAUSES.

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

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

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

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

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

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

PART II
TERMS AND CONDITIONS

2.1 PERMITTED ENCUMBRANCES.

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

2.2 DISCLAIMER OF WARRANTIES; SUBROGATION.

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

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

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

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

2.3 FURTHER ASSURANCES: THE CONVEYANCES.

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

2.4 CROSS-CONVEYANCE AND RESERVATION OF CERTAIN RIGHTS.

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

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

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

2.5 CONSENTS: RESTRICTION ON ASSIGNMENT.

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

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

PART III
MISCELLANEOUS

3.1 SUCCESSORS AND ASSIGNS; NO THIRD PARTY BENEFICIARY.

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

3.2 GOVERNING LAW.

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

3.3 THE EXHIBIT.

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

3.4 RECORDATION.

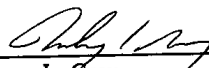
To facilitate recording or filing of this Conveyance, the counterpart to be recorded in a given county may contain only those portions of the exhibits that describe property located in such county and (ii) each counterpart filed with a federal or state agency or office may contain only those portions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

3.5 HEADINGS.

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

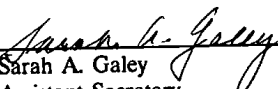
WITNESS THE EXECUTION HEREOF on the 23 day of July, 1992, effective as of the Effective Time.

ENRON LIQUIDS PIPELINE COMPANY

By: 
Rodney L. Gray
Vice President and Treasurer

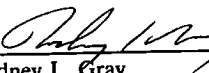
Attest:

(Corporate Seal)


Sarah A. Galey
Assistant Secretary

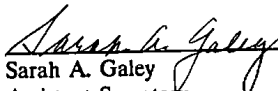


ENRON OIL TRADING & TRANSPORTATION COMPANY

By: 
Rodney L. Gray
Vice President and Treasurer

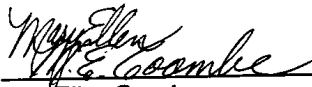
Attest:

(Corporate Seal)


Sarah A. Galey
Assistant Secretary

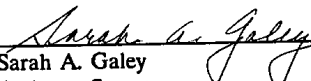


ENRON GAS LIQUIDS, INC.

By: 
Mary Ellen Coombe
Senior Vice President, Administration

Attest:

(Corporate Seal)


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, 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 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.

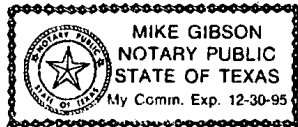
(Iowa)

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 West Forest

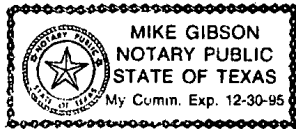
Houston, Texas 77079

My Commission Expires:
12-30-95

KANSAS

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 23 day of July, 1992 by 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

FILENRMLPCONVEYJIELPC3.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.

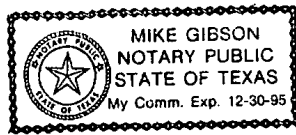
(Iowa)

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

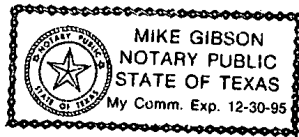
Houston, Texas 77079

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

PAENRMLP/CONVEY/HELP/PC3.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 1 (FEE)

None

EXHIBIT A - PART II
(PIPELINES)

07/27/92

COUNTY/PARISH	SYSTEM	P/L NO.	DESCRIPTION OF PIPELINE
Warren County, Iowa	NORTH	IA-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 Bushton 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.)
Warren County, Iowa	NORTH	IA-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 Bushton 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)
WARREN COUNTY, IOWA

1992/07/28

RECORD NO	INSTRUMENT	GRANTOR	GRANTEE	DATE	BOOK	PAGE	FILE	DESCRIPTION
HTI-155	Easement (Ref. No. 94390)	Chicago & North Western Railway Co.	Hydrocarbon Transportation, Inc.	09/18/69	T77N-R25W, 5th P.M.			

					Sec 8			
HTI-403	Easement (Ref. No. 94391)	Chicago & North Western Railway Co.	Hydrocarbon Transportation, Inc.	09/19/69	T77N-R25W, 5th P.M.			

					Sec 8: Sta. 20522+60 near Cumming, IA			
HTI-722-002	Corporation Quitclaim Deed	Hydrocarbon Transportation, Inc.	State of Iowa	03/01/85	218 637	3456		All that part of ROW acquired by State for Primary Road 28 under Project No. FN-28-1(3)--21-91 by the following instruments of record in the Office of the Warren County Recorder, Indianola, IA: 1. Warranty Deed (Howard J. Hughes, et ux., Grantors, Parcel No. 40) recorded 7/21/83, in Book 212, Page 303, as Instrument No. 383, being a part of the Frac W/2 SW/4 of Sec 7, T77N-R24W of the 5th P.M., Warren County, IA 2. Warranty Deed (Meredith M. Ghrist, et ux., Grantors, Parcel No. 41) recorded 05/25/84, in Book 216, Page 154, as Instrument No 5233, being a part of the NE/4 SE/4 of Sec 12, T77N-R25W, 5th P.M., Warren County, IA. Retaining unto party of the first part those portions of its easements that lie 25' either side of the c/l of the two pipelines as now located, (pipelines 101 and 102), excepting therefrom that portion withing previously existing public road ROWs, below the elevation of the top of each casing and/or pipe, or the depth specified by the Iowa Department of Transportation's Utility Accommodation Policy as heretofore issued, whichever depth is lower, together with appurtenances and all the estate, title and interest of said party of the first part therein.
IA-101-448	Pipeline Easement	Kitt, Katherine L.	Northern Gas Products Co.	05/26/61	024 544	3654		T77N-R25W, 5th P.M. ----- Sec 7: W 72 acres SW/4
IA-101-450	Pipeline Easement	Collins, Marcelle d/k/a Marcelle Rose Collins	Northern Gas Products Co.	05/15/61	024 516	3294		T77N-R25W, 5th P.M. ----- Sec 7: S/2 NW/4
IA-101-451	Pipeline	Hanson, Maude	Northern Gas	05/15/61	024 515	3293		T77N-R25W, 5th P.M.

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EXHIBIT A - PART III (EASEMENTS)
WARREN COUNTY, IOWA

1992/07/28

RECORD NO	INSTRUMENT	GRANTOR	GRANTEE	DATE	BOOK	PAGE	FILE	DESCRIPTION
IA-101-451	Easement		Products Co.					----- Sec 7: NE/4 Sec 8: NW/4 W of RR
IA-101-452-001	Pipeline Easement	Knosby, Joe, et al.	Northern Gas Products Co.	06/23/61	024	575	4632	T77N-R25W, 5th P.M. ----- Sec 8: NE/4 & SE/4 NW/4 lying E of RR & being a strip of land 60' in wide lying in S side of above described premises, N of & parallel with the S boundary line thereof
IA-101-452-002	Pipeline Easement	Knosby, Fred, and Ruth A. Knosby	Northern Gas Products Co.	08/07/62	026	026	4389	T77N-R25W, 5th P.M. ----- Sec 8: NE/4 & SE/4 NW/4 lying E of RR & being a strip of land 60' wide on S side of above described premises, N of & parallel with S boundary. Pipeline to be located 25' N of S boundary and at a depth of 42'
IA-101-453	Pipeline Easement	Knosby, John M., and Mary K. Knosby	Northern Gas Products Co.	05/18/61	024	519	3366	T77N-R25W, 5th P.M. ----- Sec 9: NW/4, EXCEPT 1/4 ac
IA-101-454-001	Pipeline Easement	Anderson, M. S., et al.	Northern Gas Products Co.	06/10/61	024	566	4118	T77N-R25W, 5th P.M. ----- Sec 9: S 60 ft lying adjacent to & parallel with the SW/4 NE/4
IA-101-454-002	Pipeline Easement	Anderson, M. S., et al.	Northern Gas Products Co.	06/10/61	024	565	4117	T77N-R25W, 5th P.M. ----- Sec 9: SW/4 NE/4, being strip of land 60 ft wide, lying on S side and parallel with

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EXHIBIT A - PART III (EASEMENTS)
 WARREN COUNTY, IOWA

1992/07/28

RECORD NO	INSTRUMENT	GRANTOR	GRANTEE	DATE	BOOK	PAGE	FILE	DESCRIPTION
1A-101-454-002	Pipeline Easement							S line of SW/4 NE/4
1A-101-455-001	Pipeline Easement	Kratz, Raymond K., Northern Gas and Nellie E. Products Co. Kratz		06/10/61	024	563	4115 T77N-R25W, 5th P.M.	Sec 9: S 60 ft lying adjacent to & parallel with S line of SE/4 NE/4
1A-101-455-002	Pipeline Easement	Kratz, Raymond K., Northern Gas and Nellie E. Products Co. Kratz		06/10/61	024	564	4116 T77N-R25W, 5th P.M.	Sec 9: Tract 60 ft wide lying in S side of & running parallel with S Line of SE/4 NE/4
1A-101-457	(Pipeline Easement)	Leuyer, James, et al.	Northern Gas Products Co.	10/17/61	025	390	6219 T77N-R25W, 5th P.M.	Sec 10: W/2 NE/4 lying S of Middle Branch (34 acres)
1A-101-458	Pipeline Easement	Stabro, Ada, and Northern Gas J. E. Stabro Products Co.		05/15/61	024	507	3250 T77N-R25W, 5th P.M.	Sec 10: SE/4 NE/4 & NE/4 SE/4
1A-101-459	Pipeline Easement	Hermann, Robert J., and Ruth V. Hermann	Northern Gas Products Co.	05/16/61	024	513	3291 T77N-R25W, 5th P.M.	Sec 11: NW/4, subject to the property reserved in the QCD dated 08/16/61, File No. 4934, Bk. 125, Pg. 458, and being: a 60 ft wide easmt across NW/4 descri'd as follows: Beg. at point on W line NW/4 100 ft N of SW/C; thence E approx 1110 ft to point; thence S 9 dgs 00' E approx 500 ft to point of exit
1A-101-460	Pipeline	Barkley, Mrs. A.	Northern Gas	05/15/61	024	508	3251 T77N-R25W, 5th P.M.	

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EXHIBIT A - PART 111 (EASEMENTS)
WARREN COUNTY, IOWA

1992/07/28

RECORD NO.	INSTRUMENT	GRANTOR	GRANTEE	DATE	BOOK	PAGE	FILE	DESCRIPTION
IA-101-460	Easement	T.	Products Co.					Sec 10: NW/4 NE/4 & SW/4 NE/4 (6 acres)
IA-101-461	Pipeline Easement	McCrea, Herman, and Jewell McCrea	Northern Gas Products Co.	05/16/61	024	512	3290	T77N-R25W, 5th P.M. Sec 11: W/2 SW/4; W/2 SW/4 SW/4 & SE/4 NW/4
IA-101-462	Pipeline Easement	Eischeid, George J., and Barbara Eischeid	Northern Gas Products Co.	05/18/61	024	518	3365	T77N-R25W, 5th P.M. Sec 11: W/2 SE/4 Sec 14: NE/4
IA-101-463	Pipeline Easement	Holland, Harry D., and Elizabeth K. Holland	Northern Gas Products Co.	05/19/61	024	525	3431	T77N-R25W, 5th P.M. Sec 11: E/2 SE/4 Sec 12: SW/4 & S/2 SE/4 T77N-R24W, 5th P.M. Sec. 07: NW/4
IA-101-464-001	Pipeline Easement	Christ, J. H., and Edna May Christ	Northern Gas Products Co.	05/19/61	024	526	3432	T77N-R25W, 5th P.M. Sec 12: S/2 NE/4 & W/2 SE/4, subject to Corporation Quit Claim Deed from Hydrocarbon Transportation, Inc., to State of Iowa, Dated 03/01/65, recorded in Book 218, Page 637, Records of Warren County, IA
IA-101-464-002	Gate Valve/Drip Easement	Christ, J. H., and Edna May Christ	Northern Gas Products Co.	07/03/62	025	551	3779	T77N-R25W, 5th P.M. Sec 12: W/2 SE/4, subject to Corporation Quit

EXHIBIT A - PART III (EASEMENTS)
WARREN COUNTY, IOWA

1992/07/28

RECORD NO.	INSTRUMENT	GRANTOR	GRANTEE	DATE	BOOK	PAGE	FILE	DESCRIPTION
IA-101-464-002	(Gate Valve/Drip Easement)	Christ, J. M.	Northern Gas Products Co.	06/17/63				Quit Claim Deed, from Hydrocarbon Transportation, Inc., to State of Iowa, dated 03/01/65, recorded in Book 218, Page 637, Records of Warren County, IA 177N-R25W, 5th P.M. ----- Sec 12: A tract of land 12 ft in width beg. at a point on the p/l to be constructed under the terms of easement granted Northern Gas Products Co. dated 05/19/61, approx 25 ft W/ly from E line of the J. H. Christ property located on the W/2 SE/4, and extending W/ly on the p/l for 30 ft, subject to Corporation Quit Claim Deed from, Hydrocarbon Transportation, Inc., to State of Iowa, dated 03/01/65, recorded in Book 218, Page 637, Records of Warren County, IA
IA-101-465	Pipeline Easement	Hughes, T. V., and Verna Hughes	Northern Gas Products Co.	05/19/61	024	523	3433	177N-R24W, 5th P.M. ----- Sec 7: SW/4 except 10 x 16 rods in SW corner, subject to Corporation Quit Claim Deed from, Hydrocarbon Transportation, Inc., to State of Iowa, dated 03/01/65, recorded in Book 218, Page 637, Records of Warren County, IA
IA-101-466-001	Pipeline Easement	Masteller, Seth, and Myrtle Masteller	Northern Gas Products Co.	05/23/61	024	542	3562	177N-R24W, 5th P.M. ----- Sec 7: W/2 SE/4 & S/2 SE/4 NE/4, subject to partial release dated 04/24/67, recorded in Book 033, Page 275

EXHIBIT A - PART III (EASEMENTS)
WARREN COUNTY, IOWA

1992/07/28

RECORD NO	INSTRUMENT	GRANTOR	GRANTEE	DATE	BOOK	PAGE	FILE	DESCRIPTION
1A-101-466-002	Pipeline Easement	Rhiner, Roy A., and Iola N. Rhiner	Hydrocarbon and Iola N. Rhiner Transportation, Inc.	06/04/68	030	417	177N-R24W, 5th P.M.	Sec 7: N/2 SE/4 & S/2 SE/4 NE/4
1A-101-469	Pipeline Easement	Haws, O. H., et al	Northern Gas Products Co.	06/29/61	024	570	4202 177N-R24W, 5th P.M.	Sec 8: W/2 SW/4 & S 16.5 acres of W 26.5 acres of NW/4 SE/4, beginning at a point on W line of Sec 8, 1377 ft N or Sec/C common to secs 7, 8, 17 and 18, thence E 1/4 3563.5 ft to point on E line of S 16.5 ac of W 26.5 ac which point is located 1363 ft N of S line of Sec 8
1A-101-470	Pipeline Easement	Cox, George Franklin, and Mayne A. Cox	Northern Gas Products Co.	05/16/61	024	517	3364 177N-R24W, 5th P.M.	Sec 8: E 13.5 acres SW/4 NE/4; W 35 acres of SE/4 NE/4; W 35 acres of NE/4 SE/4 & E 13.5 acres of NW/4 SE/4
1A-101-471	Pipeline Easement	Robinson, Grace	Northern Gas Products Co.	05/25/61	024	543	3563 177N-R25W, 5th P.M.	Sec 12: NW/4
1A-101-473	Pipeline Easement	Lene, L. C.	Northern Gas Products Co.	05/23/61	024	549	3737 177N-R24W, 5th P.M.	Sec 8: E 5 acres of SE/4 NE/4; E 5 acres of NE/4 SE/4 Sec 9: NW/4 SW/4 & SW/4 NW/4
1A-101-474-001	Pipeline Easement	Kawaguchi, Harry	Northern Gas Products Co.	05/29/61	024	547	3633 177N-R24W, 5th P.M.	Sec 9: A subdivision out of SE/4 NW/4 & NE/4 SW/4, the same being also

EXHIBIT A - PART III (EASEMENTS)
WARREN COUNTY, IOWA

1992/07/28

RECORD NO	INSTRUMENT	GRANTOR	GRANTEE	DATE	BOOK	PAGE	FILE	DESCRIPTION
1A-101-474-001	Pipeline Easement	Chandler, Mary Anna Burris, and L. M. Chandler	Northern Gas Products Co.	06/09/61	024	641	6300 T77N-R24W, 5th P.M.	described as Lots 14, 15, 16, 17 & 18 of Town of Concordia, per Map or Plat thereof recorded in Plat Book 3 at Page 37
1A-101-474-002	Pipeline Easement	Chandler, Mary Anna Burris, and L. M. Chandler	Northern Gas Products Co.	06/09/61	024	641	6300 T77N-R24W, 5th P.M.	described as Lots 14, 15, 16, 17 & 18 of Town of Concordia, per Map or Plat thereof recorded in Plat Book 3 at Page 37
1A-101-474-003	Pipeline Easement	Kawaguchi, Jeannette	Northern Gas Products Co.	11/02/61	024	642	6383 T77N-R24W, 5th P.M.	Sec 9: A subdivision out of SE/4 NW/4 & NE/4 SW/4, the same being also described as Lots 14, 15, 16, 17 & 18 of Town of Concordia, per Map or Plat thereof recorded in Plat Book 3 at Page 37
1A-101-475	Pipeline Easement	Miller, Julia M., et al.	Northern Gas Products Co.	05/31/61	024	550	3923 T77N-R24W, 5th P.M.	Sec 9: Lots 14, 15, 16, 17 & 18 of Town of Concordia, same being a subdivision located in SE/4 NW/4 & NE/4 SW/4
1A-101-476	Pipeline Easement	Smith, Willard L., et al.	Northern Gas Products Co.	05/16/61	024	541	3561 T77N-R24W, 5th P.M.	Sec 8: SE/4 SE/4 Sec 9: SW/4 SW/4 except one acre
1A-101-477	Pipeline Easement	Story, Malvern E., o/a Malvern E. Story	Northern Gas Products Co.	12/18/62	025	640	6581 T77N-R24W, 5th P.M.	Sec 9: SE/4 & SE/4 SW/4 S & E of road Sec 9: Lot 13 of the Town of Concordia, per map or plat thereof, recorded in

EXHIBIT A - PART III (EASEMENTS)
WARREN COUNTY, IOWA

1992/07/28

RECORD NO	INSTRUMENT	GRANTOR	GRANTEE	DATE	BOOK	PAGE	FILE	DESCRIPTION
IA-101-477	Pipeline Easement							Plat Book 3, Page 37, & the same being a subdivision out of SE/4 NW/4 & NE/4 SW/4
IA-101-478	Pipeline Easement	Braddeock, Jacquetta Hoffman, a/k/a Jacquetta Hoffman Braddeock, and Ruben Braddeock	Northern Gas Products Co.	12/18/62	025	639	6580	177N-R24W, 5th P.M. ----- Sec 9: Lot 21 of the Town of Concordia, per map or plat thereof, recorded in Plat Book 3, Page 37, & the same being a subdivision out of SE/4 NW/4 & NE/4 SW/4
IA-101-479-001	Pipeline Easement	Freeman, E. C., et al.	Northern Gas Products Co.	05/16/61	024	633	6087	177N-R24W, 5th P.M. ----- Sec 10: SW/4 & W/2 SE/4
IA-101-479-002	Pipeline Easement	Abild, R. H.	Northern Gas Products Co.	05/16/61	024	524	3434	177N-R24W, 5th P.M. ----- Sec 10: SW/4 & W/2 SE/4
IA-101-479-003	Pipeline Easement	Abild, Goldie B., and Russell H. Abild	Northern Gas Products Co.	12/20/61	026	025	7207	177N-R24W, 5th P.M. ----- Sec 9: SE/4 Sec 10: SW/4 & W/2 SE/4
IA-101-480	Pipeline Easement	Kropf, Lula M., and Mason C. Kropf	Northern Gas Products Co.	05/22/61	024	522	3737	177N-R24W, 5th P.M. ----- Sec 7: W/2 NE/4
IA-101-482	Pipeline Easement	Collins, Philip Lee	Northern Gas Products Co.	06/21/61	024	567	4181	177N-R24W, 5th P.M. ----- Sec 10: That part of SE/4 SE/4 lying S of M River Sec 11: SW/4 SW/4

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EXHIBIT A - PART III (EASEMENTS)
WARREN COUNTY, IOWA

1992/07/28

RECORD NO.	INSTRUMENT	GRANTOR	GRANTEE	DATE	BOOK	PAGE	FILE	DESCRIPTION
1A-101-483	Pipeline	Feaborg, Semon S., Northern Gas and Sarah Feaborg Products Co.	Northern Gas Products Co.	09/01/61	024	593	5439 T77N-R24W, 5th P.M.	<p>Sec 11: NW/4 & NW/4 SW/4, the c/l of which is as follows: Comm. at a point 130' E of SW/C NW/4 SW/4; thence NE 1/4 4382' to a point of exit which is 700' S of NE/C NW/4</p>
1A-101-484	Pipeline Easement	Fleming, Lucy	Northern Gas Products Co.	05/15/61	024	510	3288 T77N-R24W, 5th P.M.	<p>Sec 8: S/2 NW/4</p>
1A-101-485-001	Pipeline Easement	Hagen, Max Ten, Northern Gas and June Krick Ten Products Co. Hagen	Northern Gas Products Co.	06/28/61	024	569	4201 T77N-R24W, 5th P.M.	<p>Sec 11: Part NW/4 NE/4</p>
1A-101-485-002	Pipeline Easement	Union Construction Co.	Northern Gas Products Co.	10/19/61	024	634	6117 T77N-R24W, 5th P.M.	<p>Sec 11: NE/4</p>
1A-101-487	Pipeline Easement	Dawson, Frances L., et al.	Northern Gas Products Co.	07/20/61	025	378	5438 T77N-R24W, 5th P.M.	<p>Sec 1: Part of NW/4 NW/4 lying W of Hwy 65; S/2 NW/4 lying W of Hwy 65; & W/2 SW/4 W of HWY, EXCEPT 2 acs in W/C W/2 SW/4; Sec 2: W 50 acs of E/2 SE/4 & part of W/2 SE/4 lying S of North River. ROW herein conveyed shall be 50 ft wide, EXCEPT for that portion which parallels existing power line ROW which shall be 50 ft wide for period of construction & shall revert to a permanent ROW 20 ft wide for maintenance & operation of said p/l, the c/l of which is as follows: Comm.</p>

EXHIBIT A - PART III (EASEMENTS)
WARREN COUNTY, INDIANA

1992/07/28

RECORD NO.	INSTRUMENT	GRANTOR	GRANTEE	DATE	BOOK	PAGE	FILE	DESCRIPTION
1A-101-487	Pipeline							at a point which is 376 ft E of SW/4 SE/4 Sec 2; thence running NE'ly 1000 ft; thence continuing at an angle bearing 12 dgs 55' (rt.) 242 ft; thence continuing at an angle bearing 59 dg 29' (lt.) 171 ft; thence commencing at a point 1400 ft N of the SW/4 of NW/4, Sec 1; thence running NE'ly 901 ft.
1A-101-488	Pipeline Easement	Fleming, Carroll	Northern Gas Products Co.	05/15/61	024	509	3287 T77N-R24W, 5th P.M.	----- Sec 8: N 10 acres of W 26 acres of NW/4 SE/4 & W 26.5 acres of SW/4 NE/4
1A-101-490	Pipeline Easement	Ledlie, T. A., and Virginia Ledlie	Northern Gas Products Co.	07/20/61	024	577	4695 T77N-R24W, 5th P.M.	----- Sec 2: Part of W/2 SE/4 lying N of North River commencing at a point on the c/l of North River 30 ft W of E bdry line of W/2 SE/4 Sec 2; thence N'ly 1513 ft to point of exit, which point is 30 ft W of NE/4 of NW/4 SE/4 Sec 2, subject to unrecorded Agreement for Modification of Pipeline Easement dated 06/25/63
1A-101-491	Pipeline Easement	Weeks, Marvin E., et al.	Northern Gas Products Co.	06/24/61	024	568	4182 T77N-R24W, 5th P.M.	----- Sec 1: SE/4 NW/4 lying within the following desc'd lines: Beg. at a point 1088 ft W of NE/4 of SE/4 NW/4; thence S 612 ft to N side of a road; thence NW'ly along said road to N & S road; thence N along E line of road 261 ft; thence E 249 ft to P08, containing 2.5 acres, w/1

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EXHIBIT A - PART III (EASEMENTS)
WARREN COUNTY, IOWA

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RECORD NO	INSTRUMENT	GRANTOR	GRANTEE	DATE	BOOK	PAGE	FILE	DESCRIPTION
1A-101-492	Pipeline	Groth, Karl, et al.	Northern Gas Products Co.	07/26/61	024	578	4888	177N-R24W, 5th P.M. ----- Sec 2: NE/4; commencing at a point 340 ft W of the SE/C of the SW/4 of the NE/4 of Sec 2, thence in N'ly 482 ft to the existing Power line of this land; thence NE'ly 1954 ft to the point of exit which point is 1400 ft N of the SE/C of the NE/4 of said Sec 2. The above c/l is located 10 ft from, adjacent to and parallel with the S ROM line of the most S'ly Power Line crossing the above descr'd property
1A-101-493	Pipeline Easement	Ledlie, Lyle H., and Lillian M. Ledlie	Northern Gas Products Co.	07/20/61	024	576	4694	177N-R24W, 5th P.M. ----- Sec 1: That part of NW/4 NW/4 lying E of Highway 65 & 69; commencing at a point 1238.5 ft SE of the NW/C of Sec 1; thence in a NE'ly direction 568 ft to the point of exit which point is 587.5 ft S of the NE/C of the NW/4 of the NW/4 of said Sec 1. The above c/l is located 10 ft from, adjacent to and parallel with the S ROM line of the most S'ly Power Line crossing the above described property, subject to Corporation QuitClaim Deed dated 04/18/72, recorded in Book 164, Page 401
1A-101-494	Pipeline Easement	Ledlie, John P., and Rosine Ledlie	Northern Gas Products Co.	09/19/61	024	594	5725	177N-R24W, 5th P.M. ----- Sec 1: NE/4 NW/4 & NW/4 NE/4. Commencing at a point 587.5 of the NW/C of the NE/4 of the NW/4 of Sec 1; thence in a NE'ly

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IA-101-494	Pipeline Easement							direction 1232 ft to the point of exit which point is 2462 ft E of NW/4 of Sec 1. The above c/l is located 10 ft from, adjacent to and parallel with the S ROM line of the most S'ly Power Line crossing the above described property
IA-101-496	Pipeline Easement	Weil, Donald R., and Velma G. Weil	Northern Gas Products Co.	05/19/61	024	521	3426	177N-R24W, 5th P.M. ----- Sec 1: NW/4 NW/4 lying W of Hwy (4 acres)
IA-101-497	Pipeline Easement	Rodine, Elmer, and Anna N. Rodine	Northern Gas Products Co.	06/02/61	024	548	3623	177N-R24W, 5th P.M. ----- Sec 1: Part of SE/4 NW/4 lying E of road, EXCEPT NW 2.5 acs & EXCEPT SW 1 ac
IA-102-561	Pipeline Easement	Kitt, Katherine L.	Hydrocarbon Transportation, Inc.	05/02/68	028	622	2494	177N-R25W, 5th P.M. ----- Sec 7: W 35.56 acs of NW/4 SW/4 known as Lot 1
IA-102-562	Pipeline Easement	Andriano, Albert	Hydrocarbon Transportation, Inc.	03/27/68	028	620	2493	177N-R25W, 5th P.M. ----- Sec 7: E 11.82 acs of NW/4 SW/4 known as Lot 2 & NE/4 SW/4, EXCEPT Hwy on W 5.55 acs
IA-102-563	Pipeline Easement	Ostring, Paul, a/k/a Paul R. Ostring, and Laurina Ostring	Hydrocarbon Transportation, Inc.	03/18/68	028	619	2492	177N-R25W, 5th P.M. ----- Sec 7: SE/4 NW/4, EXCEPT 5.55 acs for hwy
IA-102-565	Pipeline Easement	Abild, Clifford R., and Marjorie	Hydrocarbon Transportation,	03/28/68	028	617	2491	177N-R25W, 5th P.M. -----

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RECORD NO	INSTRUMENT	GRANTOR	GRANTEE	DATE	BOOK	PAGE	FILE	DESCRIPTION
IA-102-565	Pipeline	Abild	Inc.					Sec 7: SW/4 NE/4, EXCEPT 4.62 acs for hay, & SE/4 NE/4
IA-102-568	Pipeline Easement	Abild, Clifford R., and Marjorie J. Abild	Hydrocarbon Transportation, Inc.	03/28/66	028	616	2490	177N-R25W, 5th P.M.
IA-102-570-001	Pipeline Easement	Knosby, Cyril, et al.	Hydrocarbon Transportation, Inc.	10/09/68	030	404		Sec 8: SW/4 NW/4 & SE/4 NW/4 W RR 177N-R25W, 5th P.M.
IA-102-570-002	Pipeline Easement	Knosby, Cyril, et al.	Hydrocarbon Transportation, Inc.	10/08/68	036	2	2496	177N-R25W, 5th P.M.
IA-102-573	Pipeline Easement	Knosby, John M., and Mary K. Knosby	Hydrocarbon Transportation, Inc.	06/05/68	030	2	2491	177N-R25W, 5th P.M.
IA-102-574	Pipeline Easement	Anderson, M. S., et al.	Hydrocarbon Transportation, Inc.	07/17/68	030	97	3108	177N-R25W, 5th P.M.
IA-102-575	Pipeline Easement	Kratz, R. K., and Mellie E. Kratz	Hydrocarbon Transportation, Inc.	06/03/68	030	98	3109	177N-R25W, 5th P.M.
IA-102-578-001	Pipeline	Luyfer, James, et al.	Hydrocarbon	08/16/68	030	202	641	177N-R25W, 5th P.M.

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RECORD NO	INSTRUMENT	GRANTOR	GRANTEE	DATE	BOOK	PAGE	FILE	DESCRIPTION
IA-102-578-001	Easement	et.	Transportation, Inc.					Sec 10: W/2 NE/4 lying S of Middle Branch & consisting of 34 acs, m/l
IA-102-579	Pipeline Easement	Stebro, Ada, and James E. Stebro	Hydrocarbon Transportation, Inc.	03/21/68	028	614	2489	T77N-R25W, 5th P.M. Sec 10: SE/4 NE/4
IA-102-581	Pipeline Easement	Raun, Alan P., and Dorothy A. Raun	Hydrocarbon Transportation, Inc.	04/10/68	028	613	2488	T77N-R25W, 5th P.M. Sec 11: S/2 NW/4 Sec 12: SW/4 NW/4
IA-102-582	Pipeline Easement	McCree, Herman, and Jewell McCree	Hydrocarbon Transportation, Inc.	06/03/68	030	001	2495	T77N-R25W, 5th P.M. Sec 11: N/2 SW/4
IA-102-585	Pipeline Easement	Emery, Ray E., and Florence E. Emery	Hydrocarbon Transportation, Inc.	09/03/68	031	105		T77N-R25W, 5th P.M. Sec 11: NW/4 SE/4
IA-102-586	Pipeline Easement	Holland, Elizabeth and Kendall	Hydrocarbon Transportation, Inc.	03/26/68	028	611	2487	T77N-R25W, 5th P.M. Sec 11: N/2 SE/4 Sec 12: W/2 SW/4
IA-102-588-001	Pipeline Easement	Ghrist, Edna May, and J. H. Ghrist	Northern Gas Products Co.	05/19/61	028	551		T77N-R25W, 5th P.M. Sec 12: S/2 NE/4 & W/2 SE/4, subject to Corporation Quit Claim Deed from Hydrocarbon Transportation, Inc., to State of Iowa, dated 03/01/85, recorded in Book 218, Page 637, Records of Warren County, IA

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RECORD NO.	INSTRUMENT	GRANTOR	GRANTEE	DATE	BOOK	PAGE	FILE	DESCRIPTION
IA-102-588-002	Pipeline	Ghrist, Meredith M., and Betty Lorraine Ghrist	Hydrocarbon Transportation, Inc.	09/07/68	030	205	642	T77N-R25W, 5th P.M. ----- Sec 12: N/2 SE/4, subject to Corporation Quit Claim Deed from, Hydrocarbon Transportation, Inc., to State of Iowa, dated 03/01/85, recorded in Book 218, Page 637, Records of Warren County, IA
IA-102-591	Pipeline Easement	Hughes, Verne S., et al.	Hydrocarbon Transportation, Inc.	06/20/68	030	419		T77N-R24W, 5th P.M. ----- Sec 7: SW/4, EXCEPT a parcel 10 x 16 rods in SW/4, subject to Corporation Quit Claim Deed from, Hydrocarbon Transportation, Inc., to State of Iowa, dated 03/01/85, recorded in Book 218, Page 637, Records of Warren County, IA
IA-102-592	Pipeline Easement	Rhiner, Roy A., and Iola N. Rhiner	Hydrocarbon Transportation, Inc.	06/04/68	030	417		T77N-R24W, 5th P.M. ----- Sec 7: N/2 SE/4 & S/2 SE/4 NE/4
IA-102-595	Pipeline Easement	Haus, O. Howard, and Arline Haus	Hydrocarbon Transportation, Inc.	05/13/68	028	598		T77N-R24W, 5th P.M. ----- Sec 8: Three tracts of land more fully described as follows: (1) Commencing at center of Sec 8, thence S 26-2/3 rods; thence W 96 rods; thence S 133-1/3 rods; W 10-2/3 rods; thence N 60 rods; W 53-1/3 rods; N 100 rods; thence E 160 rods to POB; (2) Beginning 80 rods N of SE/C SW/4 thence W 96 rods; thence N 53-1/3 rods; thence E 96 rods; thence S 53-1/3 rods to POB; &

EXHIBIT A - PART III (EASEMENTS)
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RECORD NO	INSTRUMENT	GRANTOR	GRANTEE	DATE	BOOK	PAGE	FILE	DESCRIPTION
IA-102-595	Pipeline Easement							(3) S 16.5 acres of W 26.5 acres of NW/4 SE/4, subject to Amendment to Easement by and between, O. Howard Haas & Co. & Arlene Haas, as Grantor, and Hydrocarbon Transportation, Inc., as Grantee dated, 10/08/68, and recorded in Book 30, at Page 206, of the Public Records of Warren County, Iowa.
IA-102-600	Pipeline Easement	Cox, George Franklin, and Mayne Agnes Cox	Hydrocarbon Transportation, Inc.	04/10/68	028	600	2480	T77N-R24W, 5th P.M. ----- Sec 8: E 48-1/2 acres of W 75 acres of W/2 SE/4
IA-102-601	Pipeline Easement	Lane, L. C.	Hydrocarbon Transportation, Inc.	04/15/68	028	601	2481	T77N-R24W, 5th P.M. ----- Sec 8: E 5 acres of NE/4 SE/4 Sec 9: SW/4 NW/4 & NW/4 SW/4
IA-102-605	Pipeline Easement	Bredbeck, Ruben M., and Jacqueline M. Bredbeck	Hydrocarbon Transportation, Inc.	04/17/68	028	603	2482	T77N-R24W, 5th P.M. ----- Sec 9: Lot 21, Town of Concordia, NE/4 SW/4
IA-102-606	Pipeline Easement	Stony, M. E.	Hydrocarbon Transportation, Inc.	04/30/68	028	604	2483	T77N-R24W, 5th P.M. ----- Sec 9: Lot 13, Town of Concordia, NE/4 SW/4
IA-102-607	Pipeline Easement	Skidmore, Bracy, and Dessie C. Skidmore	Hydrocarbon Transportation, Inc.	04/22/68	028	606	2484	T77N-R24W, 5th P.M. ----- Sec 9: Lot 14, Town of Concordia in NE/4 SW/4
IA-102-608	Pipeline Easement	Abild, Russell H.,	Hydrocarbon Transportation, Inc.	03/28/68	028	608	2485	T77N-R24W, 5th P.M.

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RECORD NO	INSTRUMENT	GRANTOR	GRANTEE	DATE	BOOK	PAGE	FILE	DESCRIPTION
1A-102-608	Easement	and Goldie B. Abild	Transportation, Inc.					----- Sec 9: W/2 SE/4, EXCEPT tract beg. at SW/C NW/4 SE/4; thence E 1065'; thence N 400'; thence W 1065'; thence S 400' to POB
1A-102-610	Pipeline Easement	Eilers, Marjorie L.	Hydrocarbon Transportation, Inc.	04/16/68	030	004	2525 T77N-R24W, 5th P.M.	----- Sec 10: NW/4 SW/4, NE/4 SW/4, SW/4 SW/4 & SE/4 SW/4 SW/4 SE/4
1A-102-611	Pipeline Easement	Ten Hagen, Max, et al.	Hydrocarbon Transportation, Inc.	04/19/68	030	102	3111 T77N-R24W, 5th P.M.	----- Sec 10: All that part lying S of N river of E/2 SE/4 Sec 11: SW/4 SW/4
1A-102-612	Pipeline Easement	Faaborg, Semon S., et al.	Hydrocarbon Transportation, Inc.	06/17/68	030	104	3112 T77N-R24W, 5th P.M.	----- Sec 11: W/2 SW/4, S/2 NW/4 & NE/4 NW/4
1A-102-614	Pipeline Easement	Ten Hagen, Max, and June M. Ten Hagen	Hydrocarbon Transportation, Inc.	04/19/68	028	609	2456 T77N-R24W, 5th P.M.	----- Sec 11: NW/4 NE/4
1A-102-615	Pipeline Easement	Dawson, Frances L., et al.	Hydrocarbon Transportation, Inc.	11/13/68	031	100	3856 T77N-R24W, 5th P.M.	----- Sec 1: W/2 SE/4 lying S of N river & N 50 acres of E/2 SE/4; & S/2 NW/4 lying W of public hwy & NW/4 NW/4 lying S 7 M of Hwy #69, EXCEPT beg. at center of intersection of Hwy #65 & #69 where it crosses an E & W road on N line of said 40;

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EXHIBIT A - PART III (EASEMENTS)
WARREN COUNTY, IDAHO

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RECORD NO	INSTRUMENT	GRANTOR	GRANTEE	DATE	BOOK	PAGE	FILE	DESCRIPTION
IA-102-615	Pipeline							thence down center of Hwy #65 & #69 about 20 rods to a point N of a creek running through said 40; thence down said creek on a line 20' N of said creek to W line of said 40 acre tract; thence N on W line of said 40 acre tract to where it intersects said highway
IA-102-616-001	Pipeline Easement	Cummings, Virginia Hydrocarbon Ledlie, and Albert Transportation, B. Cummings Inc.	Cummings, Virginia Hydrocarbon Ledlie, and Albert Transportation, B. Cummings Inc.	10/03/68	030	208	644	177N-R24W, 5th P.M. ----- Sec 2: W/2 SE/4 lying N of North River
IA-102-616-002	Agreement and Modification	Cummings, Virginia Hydrocarbon Ledlie, and Albert Transportation, B. Cummings Inc.	Cummings, Virginia Hydrocarbon Ledlie, and Albert Transportation, B. Cummings Inc.	10/03/68	030	141	3920	177N-R24W, 5th P.M. ----- Sec 2: That part of W/2 SE/4 lying N of the North River
IA-102-618	Pipeline Easement	Groth, Rose Marie, Hydrocarbon and Marie L. Transportation, Heickmiller Inc.	Groth, Rose Marie, Hydrocarbon and Marie L. Transportation, Heickmiller Inc.	09/18/68	030	210	645	177N-R24W, 5th P.M. ----- Sec 2: E/2 NE/4 & E/4 SW/4 NE/4, subject to that Certain Amendment to Easement by and between Rose Marie Groth, as Grantor, and Hydrocarbon Transportation, Inc., as Grantee, dated, 01/12/72, recorded in Book 33, at page 126, of the Public Records of Warren County, IA
IA-102-621	Pipeline Easement	Ledlie, Lyle H., Hydrocarbon and Lillian Ledlie Transportation, Inc.	Ledlie, Lyle H., Hydrocarbon and Lillian Ledlie Transportation, Inc.	09/05/68	030	212	646	177N-R24W, 5th P.M. ----- Sec 1: All that part NW/4 NW/4 that lies NE of Highway 69
IA-102-622	Pipeline Easement	Ledlie, John P., Hydrocarbon and Rosine Ledlie Transportation,	Ledlie, John P., Hydrocarbon and Rosine Ledlie Transportation,	09/12/68	030	213	647	177N-R24W, 5th P.M. -----

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EXHIBIT A - PART III (EASEMENTS)
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RECORD NO. INSTRUMENT GRANTEE DATE BOOK PAGE FILE DESCRIPTION

1A-102-622 Pipeline Inc. Sec 1: NE/4 NW/4 & NW/4 NE/4

EXHIBIT A - PART IV (OTHER INTERESTS)
WARREN COUNTY, IOWA

1992/07/28

RECORD NO.	INSTRUMENT	GRANTOR	GRANTEE	DATE	DESCRIPTION
HTI-138	Order	Board of Supervisors of Warren Co.	Northern Gas Products Co.	11/21/61	T77N-R25W, 5th P.M. ----- Secs: 7, 8, 9, 10, 11 & 12 ----- T77N-R24W, 5th P.M. ----- Secs: 7, 8, 9, 10, 11 & 12
HTI-148	Permit	Iowa State Highway Commission	Northern Gas Products Co.	11/07/61	T77N-R24W, 5th P.M. ----- Sec 1
HTI-152	Permit	Iowa State Highway Commission	Northern Gas Products Co.	11/28/61	T77N-R25W, 5th P.M. ----- Sec 7
HTI-345	Permit	Board of Supervisors of Warren Co.	Hydrocarbon Transportation, Inc.	11/18/69	T77N-R24W, 5th P.M. ----- Sec 10
HTI-446	Permit	Iowa State Highway Commission	Hydrocarbon Transportation, Inc.	04/26/68	T77N-R24W, 5th P.M. ----- Sec 1: 1259' SE of the NW corner, as measured along the centerline of highway, 3 miles N of Scotchridge
HTI-447	Permit	Iowa State Highway Commission	Hydrocarbon Transportation, Inc.	04/26/68	T77N-R25W, 5th P.M. ----- Sec 7: 2793' N of S line, 1 mile W of Cumming, Iowa
HTI-485	Order	Board of Commissioners of Warren Co.	Hydrocarbon Transportation, Inc.	09/17/68	T77N-R24W, 5th P.M. ----- Secs: 1, 2, 7, 8, 9, 10 & 11

EXHIBIT A - PART IV (OTHER INTERESTS)
WARREN COUNTY, IOWA

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RECORD NO.	INSTRUMENT	GRANTOR	GRANTEE	DATE	DESCRIPTION
HT1-485	Order				T77N-R25W, 5th P.M. ----- Secs: 7, 8, 9, 10, 11 & 12
HT1-596-004	Administrative Waiver #80-9101	Iowa Natural Resources Council	Hydrocarbon Transportation, Inc.	05/15/80	T77N-R24W, 5th P.M. ----- Sec 2
HT1-596-005	Permit (Ref. No. 078210)	U.S. Army Corps of Engineers (Dist. Rock Island)	Hydrocarbon Transportation, Inc.	07/01/80	T77N-R24W, 5th P.M. ----- Sec 2
IA-078210	Permit (Ref. No. 078210)	U.S. Army Corps of Engineers (Rock Island District)	Hydrocarbon Transportation, Inc.		T77N-R24W, 5th P.M. ----- Sec 2: Permission to perform work in conjunction with the placement of a 2 ft thick bed of rip-rap along a 500 ft section of shoreline in the North River on the South bank
IA-101-449	License	Iowa State Highway Commission	Northern Gas Products Co.	01/17/62	T77N-R25W, 5th P.M. ----- Sec 7: E 12.25 acres of NW/4 SW/4 & NE/4 SW/4

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

Supervisory Control and Data Acquisition System ("SCADA System") INSOFAR AND ONLY 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 - 1 1/2 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