

FORM IL, ELPC, EOTT, EGLI/OLP (OLP, NS) (IA, IL, IN, KS, MO, NE)

[1g]

STATE OF : NEBRASKA  
COUNTY OF : JOHNSON

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

Mail Tax Statements to:

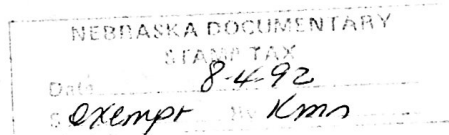
Enron Corp.  
P. O. Box 1188  
Houston, Texas 77251-1188  
Attn: James L. Watson, Tax Manager

STATE OF NEBRASKA } SS  
JOHNSON COUNTY }

Filed for record in the  
County Clerk's office this  
4 day of Aug 1992  
at 3:20 o'clock PM. and  
recorded in Book 50  
Page 80-116.

*Kathleen M. Reeves*  
County Clerk

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

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.

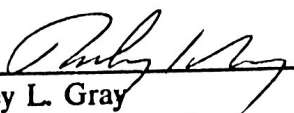
To facilitate recording or filing of this Conveyance, the counterpart to be recorded in a given county may contain only those portions of the exhibits that describe property located in such county and (ii) each counterpart filed with a federal or state agency or office may contain only those portions 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.

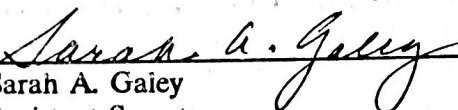
WITNESS THE EXECUTION HEREOF on the 23 day of July, 1992, effective as of the Effective Time.

ENRON LIQUIDS PIPELINE COMPANY

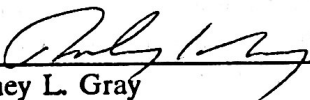
By:   
Rodney L. Gray  
Vice President and Treasurer

Attest:

(Corporate Seal)

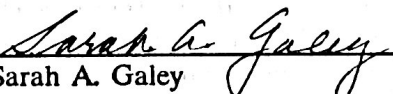
  
Sarah A. Gailey  
Assistant Secretary

ENRON OIL TRADING &  
TRANSPORTATION COMPANY

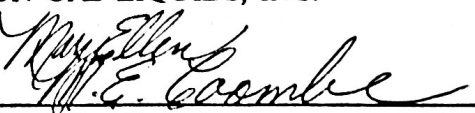
By:   
Rodney L. Gray  
Vice President and Treasurer

Attest:

(Corporate Seal)

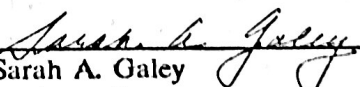
  
Sarah A. Gailey  
Assistant Secretary

ENRON GAS LIQUIDS, INC.

By:   
Mary Ellen Coombe  
Senior Vice President, Administration

Attest:

(Corporate Seal)

  
Sarah A. Gailey  
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)

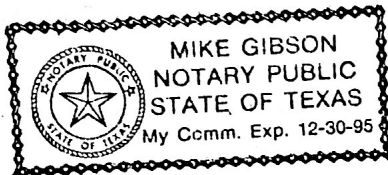
On this day, before me, a Notary Public in and for the said State, personally appeared the above named persons, to me personally known, who being by me duly sworn, did say that they are the designated officers of the corporations executing the foregoing instrument, that the seals affixed thereto are 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 Westforest

Houston, Texas 77075

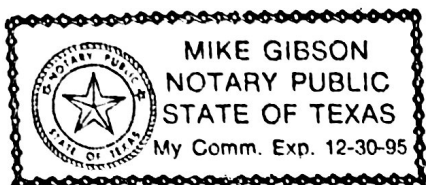
My Commission Expires:

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.



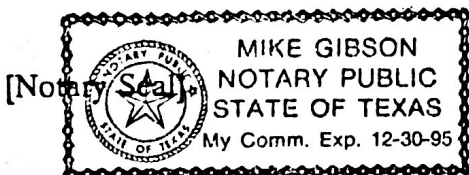
Mike Gibson  
Notary Public in and for the  
State of Texas

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

FAENRMLPCONVEYMIELPC3.SSM 07/13/92 12:47pm

THE STATE OF TEXAS §  
 §  
 COUNTY OF HARRIS §

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

(Illinois)

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

(Indiana)

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

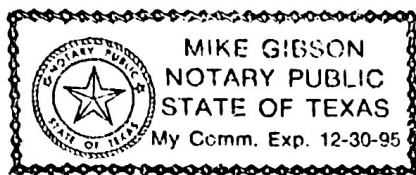
(Iowa)

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

(Missouri)

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

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



Mike Gibson  
Notary Public in and for  
The State of Texas

Mike Gibson  
Printed Name of Notary Public

Residing at:

902 West Forest  
Houston, Texas 77079

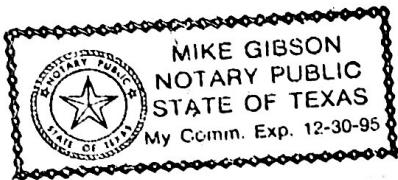
My Commission Expires:

12-30-95

KANSAS

STATE OF TEXAS     §  
                             §  
COUNTY OF HARRIS   §

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



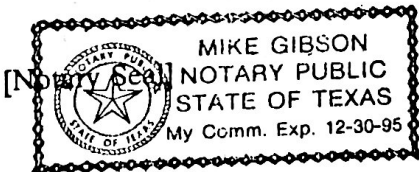
Mike Gibson  
Notary Public in and for the  
State of Texas

My Commission Expires:  
12-30-95

NEBRASKA

THE STATE OF TEXAS §  
                             §  
COUNTY OF HARRIS   §

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



Mike Gibson  
Notary Public in and for  
The State of Texas

My Commission Expires:  
12-30-95

FAENRMLP0CONVEYITELPC3.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)

None



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

1992/07/31

| RECORD NO | INSTRUMENT           | GRANTOR   | GRANTEE                                | DATE     | BOOK | PAGE | FILE | DESCRIPTION  |
|-----------|----------------------|---|--|----------|------|------|------|--|
| N-101-129 | Pipeline             | Kershaw, Clyde R.,<br>and Elizabeth D.<br>Kershaw | Northern Gas<br>Products Co.           | 06/28/61 | 027  | 559  |      | T6M-R9E, 6th P.M.<br>-----<br>Sec 12: SE/4 ✓                       |
| N-101-130 | Pipeline<br>Easement | Horstman, Alfred                                  | Northern Gas<br>Products Co.           | 06/26/61 | 027  | 577  |      | T6M-R9E, 6th P.M.<br>-----<br>Sec 1: SE/4 SE/4 ✓<br>Sec 12: NE/4 ✓ |
| N-101-131 | Pipeline<br>Easement | Straube, William,<br>et al.                       | Northern Gas<br>Products Co.           | 06/20/61 | 027  | 543  |      | T6M-R10E, 6th P.M.<br>-----<br>Sec 6: SW/4 NE/4 & SW/4             |
| N-101-132 | Pipeline<br>Easement | Ellig, Fred, and<br>Anna Ellig                    | Northern Gas<br>Products Co.           | 06/14/61 | 027  | 525  |      | T6M-R10E, 6th P.M.<br>-----<br>Sec 6: S/2 NW/4 ✓                   |
| N-101-133 | Pipeline<br>Easement | Ellig, Milda                                      | Northern Gas<br>Products Co.           | 06/15/61 | 027  | 527  |      | T6M-R10E, 6th P.M.<br>-----<br>Sec 6: N/2 NW/4 ✓                   |
| N-101-134 | Pipeline<br>Easement | Straube, Theodore,<br>and Pauline<br>Straube      | Northern Gas<br>Products Co.           | 06/16/61 | 027  | 541  |      | T6M-R10E, 6th P.M.<br>-----<br>Sec 6: N/2 NE/4 & SE/4 NE/4 ✓       |
| N-102-138 | Pipeline<br>Easement | Aue, Frank E.                                     | Hydrocarbon<br>Transportation,<br>Inc. | 06/06/68 | 030  | 768  |      | T5N-R9E, 6th P.M.<br>-----<br>Sec 19: W 150 acs NW/4 ✓             |
| N-102-140 | Pipeline<br>Easement | Schoen, Alfred F.,<br>and Geneva Schoen<br>Inc.   | Hydrocarbon<br>Transportation,<br>Inc. | 05/01/68 | 030  | 771  |      | T5N-R9E, 6th P.M.<br>-----<br>Sec 18: SW/4 ✓                       |
| N-102-141 | Pipeline             | Rapp, Clarence C.                                 | Hydrocarbon                            | 05/03/68 | 030  | 774  |      | T5N-R9E, 6th P.M.  |

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

1992/07/31

| RECORD NO | INSTRUMENT           | GRANTOR                                    | GRANTEE                                | DATE     | BOOK | PAGE | FILE | DESCRIPTION  |
|-----------|----------------------|--|--|----------|------|------|------|--|
| N-102-182 | Pipeline             |  | Inc.                                   |          |      |      |      | Sec 6: N/2 NW/4 ✓  |
| N-102-183 | Pipeline<br>Easement | Strube, Theodore,<br>and Pauline<br>Strube | Hydrocarbon<br>Transportation,<br>Inc. | 05/08/68 | 030  | 869  |      | T6M-R10E, 6th P.M.<br>-----<br>Sec 6: N/2 NE/4 & SE/4 NE/4 ✓ |