EASEMENT AND RIGHT-OF-WAY GRANT

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Wesley D. Pekarek
Buckeye Pipe Line Transportation LLC
1315 N. Sterling Ave.
Sugar Creek, MO 64054
(816) 836-6096

Taxpayer Information: (name and complete address)

Trustees of Mosquito Creek Drainage District #22
City of Council Bluffs
209 Pearl Street
Council Bluffs, IA 51503

Return Document To: (name and complete address)

Right of Way Department
Buckeye Pipe Line Transportation LLC
Five TEK Park
9999 Hamilton Boulevard
Breinigsville, PA 18031

Grantor: TRUSTEES OF MOSQUITO CREEK DRAINAGE DISTRICT #22

Grantee: BUCKEYE PIPE LINE TRANSPORTATION LLC

Date of Document: See Page 2

Legal Description: See EXHIBIT A1 & EXHIBIT A2

STATE OF IOWA R/W: 545
COUNTY OF POTTAWATTAMIE LINE: UG761NB

EASEMENT AND RIGHT-OF-WAY GRANT

This indenture, made and entered in the _____ day of _____, 201__ by and between the TRUSTEES OF MOSQUITO CREEK DRAINAGE DISTRICT #22, (hereinafter called "Grantor"), and BUCKEYE PIPE LINE TRANSPORTATION LLC, a Delaware limited liability company, with offices at Five TEK Park, 9999 Hamilton Blvd., Breinigsville, Pennsylvania 18031 (hereinafter called "Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, does hereby Grant and Convey unto the Grantee, its successors and assigns, a perpetual easement (hereinafter called the "Right-of-Way") to be used as hereinafter provided, over the lands of the Grantor in the City of Council Bluffs, County of Pottawattamie, and State of Iowa, said lands being more particularly described in EXHIBIT "A1", attached hereto and made a part hereof, said Right-of-Way area being described as fifty (50**)** feet in width, the centerline of which is the pipeline, being more fully depicted and described in detail in EXHIBIT "A2" attached hereto and made a part hereof.

1. The Right-of-Way and easement hereby granted shall be used for the construction, installation, operation, maintenance, reconstruction, replacement, and abandonment of a pipeline or pipelines, and all appurtenances thereto, including markers, valves, and cathodic protection equipment, over, under, upon, through, and across the Right-of-Way for the transportation of gases, liquids, solids, or any combination thereof, together with the right at any time to enter upon said Right-of-Way on foot or with vehicles for any purpose connected with such use and to maintain such pipeline(s) in good operating condition and to make such alterations, repairs, or replacements thereof from time to time as Grantee may require; and also together with the right of reasonable ingress to and egress from said Right-of-Way over lands of Grantor to and from a public road or highway at such locations as Grantor may reasonably direct.

2. It is a condition of this Grant and Conveyance of Right-of-Way that (a.) Grantee shall construct the pipeline(s) at own expense and shall pay all costs of any reconstruction, relocation, modification, or reinstallation of drainage district facilities which may be necessary as a result of construction; that (b.) said pipeline(s) shall be located beneath the surface of the ground except for pipeline(s) surface access points, and all ground disturbances: trenches or bores made in installation, emplacement, maintenance and repair of said pipeline(s) shall be backfilled or filled and compacted and cover stabilized by said Grantee, its agents, servants or contractor; that (c.) after construction of the pipeline(s) the Grantee, or the Grantee's successors in interest, shall maintain the pipeline(s) at the Grantee's or successor's own expense; that (d.) Grantor reserves the right to build over said Right-of-Way above granted subject to ordinances of the City of Council Bluffs, Iowa, and laws of the State of Iowa in effect at said time, and the terms, conditions and provisions contained in paragraph three (3) herein; that (e.) the Grantor subsequently undertakes any maintenance, improvement, or reconstruction of the drainage

district facility which requires the modification, relocation, or reconstruction of the Grantee's pipeline(s), the expense of such Grantee modification, relocation, or reconstruction shall be borne by the Grantee or the Grantee's successors in interest.

3. Grantor covenants and agrees not to place or permit the placement of any building, structure, tree, shrub or object over, under, or upon said Right-of-Way which might interfere with Grantee's free access thereto or to said pipeline(s) and appurtenances and Grantee's free and uninterrupted use thereof and exercise of its rights hereunder and not to move or place heavy objects within a limit of twenty-five (25) feet of such pipeline(s) or appurtenances. Grantee shall have the right to remove any building, structure, tree, shrub or object, located in violation of the aforesaid limit or which otherwise might interfere with Grantee's free access to said Right-of-Way, pipeline(s), and appurtenances and Grantee's free and uninterrupted use thereof and exercise of its rights hereunder. Grantee shall have the right to remove and/or trim any trees or tree limbs and to mow, cut, or otherwise control any brush, weeds, or other undesirable vegetation located within or overhanging the Right-of-Way at any time, without any compensation due to Grantor.

4. The Grantor hereby covenants, promises, and agrees, to and with the Grantee, that the Grantor shall warrant generally and forever defend, all and singular, the rights and privileges hereby granted to the Grantee, against the Grantor, its administrators, personal representatives, successors, and assigns, and against all and every person or persons lawfully claiming the same or any part thereof.

5. Grantee hereby releases, indemnifies and holds Grantor harmless from any damages and expenses for loss or injury to persons or property that may be caused by Grantee, its employees, representatives, agents or contractors and sub-contractors while performing its activities on or about Grantor's land, except to the extent such damages and expenses are caused solely by the intentional acts or omissions of Grantor.

6. It is hereby agreed that this Right-of-Way and the rights granted hereunder may be assigned in whole or in part by Grantee; that the covenants made herein shall extend to and be binding upon the administrators, personal representatives, successors, and assigns of the parties hereto; that no one representing himself to be an agent, officer, or employee of Grantee shall have authority to make any commitment or agreement in regard to the subject matter hereof which is not expressed herein and that no commitments and agreements other than those contained herein will be binding upon the Grantee; and that if the term "Grantor" represents more than one owner, a payment made to any one of them shall be accepted as and deemed payment to all.

(Remainder of page intentionally left blank; signature pages follow)

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed the day and year aforesaid.

GRANTOR:

Signed in the presence of:

TRUSTEES OF MOSQUITO CREEK DRAINAGE DISTRICT #22

_____

By: _____

Witness:

Name:

Title: Mayor of Council Bluffs, Iowa &
Trustee, Chairman
Mosquito Creek Drainage District #22

STATE OF IOWA :

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COUNTY OF POTTAWATTAMIE :

On the ____ day of _____, A.D. 20___, before me the undersigned, a Notary Public in and for said County and State, personally appeared _____Mayor of the City Bluffs, Iowa to me know to be the identical person(s) named herein and who executed the foregoing instrument and acknowledged that _____ executed same as _____ voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____

Notary Public

GRANTEE:

Signed in the presence of: BUCKEYE PIPE LINE TRANSPORTATION LLC

_____ By: _____

Witness: Name: David G. Boone

Title: Sr. Manager, Right of Way, Real Estate and Damage Prevention

COMMONWEALTH OF PENNSYLVANIA :

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COUNTY OF LEHIGH :

On the _____ day of _____, 20____, the above-named David G. Boone, acting in his capacity as Sr. Manager, Right-of-Way, Real Estate and Damage Prevention, of BUCKEYE PIPE LINE TRANSPORTATION LLC, a Delaware limited liability company, personally appeared before me and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____

Notary Public