

Cover page for:

Preliminary Title Insurance Schedules (with copies of recorded exceptions)

Preliminary title insurance schedules prepared by:

**Union County Title Company, L.L.C.
(File Number: C-20-036)**

For June 10, 2020 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

John J. Heyob Trust dtd 3/20/07

Notes:

1. The attached preliminary title insurance schedules reflect the following updates made during the marketing period:
 - The reference to “title tract” #5 has been added to Sch. A, Item 4.
 - Exception #18 has been added to Sch. B-II for an Indiana & Michigan Electric Company easement recorded July 28, 1952 (D.R. 59, pg. 303).
2. The tract numbers in the preliminary title insurance schedules do not correspond to the auction tract numbers. For purposes of the Agreement to Purchase (including Addendums A & B), the auction tracts are identified by the tract numbers used in the auction brochure, as updated by the Revised Auction Tract Map included in each Bidder’s Packet as Exhibit A. The tract numberings are cross-referenced in the tables below.

Auction Tract Numbers:	Title Tract Numbers:
1	5, 6, 9
2	9
3	6, 7, 8, 9
4	7, 8
5	2
6	2
7	2
8	2, 3
9	1, 2
10	1, 2, 4

Title Tract Numbers:	Auction Tract Numbers:
1	9, 10
2	5, 6, 7, 8, 9, 10
3	8
4	10
5	1
6	1, 3
7	3, 4
8	3, 4
9	1, 2, 3

Schedule A
ALTA COMMITMENT

1. Commitment Date: March 16, 2020 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Own. Policy (06/17/06)
Proposed Insured:
Proposed Policy Amount
 - (b) ALTA Loan Policy (06/17/06)
Proposed Insured:
Proposed Policy Amount
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:
Tract 1, 2, 3, 5, 6, 7, 8 9: John J. Heyob, Trustee (Or His Successors) of the John J. Heyob Trust under Agreement dated the 20th day of March, 2007, as amended
Tract 4: John J. Heyob, Trustee of the John J. Heyob Trust dated March 20, 2007
5. The Land is described as follows:
Situated in the County of Franklin, State of Indiana, and is identified at Exhibit A attached hereto and made as part hereof.

Old Republic National Title Insurance Company


Union County Title Company, L.L.C.

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SCHEDULE B-I

ALTA Commitment

Commitment Number: C-20-036

Requirements

All of the following Requirements must be met

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Instrument creating the estate or interest to be insured must be executed and filed of record, to-wit:

Trustees Deed from John J. Heyob, Trustee (Or His Successors) of the John J. Heyob Trust under Agreement dated the 20th day of March, 2007, as amended to , conveying title to subject property.

Mortgage from to , securing the principal amount of \$.

6. Pay the full Consideration to, or for the account of, the grantors or mortgagors.
7. Pay all taxes, charges, assessments, levied and assesses against subject premises, which are due and payable.

2019 taxes, due and payable 2020,

Tract 1 -35-9-2 9 acres

Parcel #24-10-35-300-005.000-003, Land Assessed at \$1400, Improvements Assessed at \$0, Homestead Exe. \$0 / Mortgage Exe. \$0.

A) First half \$20.55, unpaid, annually

B) Second half \$0.00, unpaid

Tract 2: 2-8-2 127.754 acres

Parcel #24-16-02-200-001.000-003, Land Assessed at \$97100, Improvements Assessed at \$182600, Homestead Exe. \$45000 / HS-Suppl. \$45605

A) \$1387.86, unpaid

B) \$1387.86, unpaid

Tract 3: 35-9-2 39 acres

Parcel #24-10-35-400-006.000-003 , Land Assessed at \$13100, No Improvements. No Exemptions.

A) First half \$96.14, unpaid

B) Second half \$96.14, unpaid

Tract 4:35-9-2 2.167 acres

Parcel #24-10-35-400-005.000-003, Land Assessed at \$500, No Improvements. No Exemptions.

A)First half \$7.34, unpaid

B) Second half \$0.00, unpaid

Tract 5: 3-8-2 7.057 acres

Parcel #24-16-03-400-011.004-003, Land Assessed at \$9100, Improvements Assessed at \$0.00. No Exemptions.

A) First half \$66.79, unpaid

B) Second half \$66.79, unpaid

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ORT Form 4690 B I 6/06 revised 8-1-16

Schedule B I

ALTA Commitment for Title Insurance

(C-20-036.PFD/C-20-036/3)

SCHEDULE B-I

(Continued)

Commitment Number: C-20-036

Tract 6: 3-8-2 4.788 acres

Parcel #24-16-03-400-013.000-003, Land Assessed at \$4800, Improvements Assessed at \$0, No Exemptions.

A) First half \$35.23, unpaid

B) Second half \$35.23, unpaid

Tract 7: 2-8-2 9.269 acres

Parcel #24-16-02-300-001.001-003, Land Assessed at \$14100, Improvements Assessed at \$0, No Exemptions.

A) First half \$103.48, unpaid

B) Second half \$103.48, unpaid

Tract 8: 2-8-2 32.24 acres

Parcel #24-16-02-100-001.000-003, Land Assessed at \$13400, Improvements Assessed at \$0.00. No Exemptions.

A) First half \$98.35, unpaid

B) Second half \$98.35, unpaid

Tract 9: 3-8-2 18.988 acres

Parcel #24-16-03-200-001.000-003, Land Assessed at \$20300, Improvements Assessed at \$0. No Exemptions.

A) First half \$148.99, unpaid

B) Second half \$148.99, unpaid

No guaranty or other assurance is made as to the accuracy of the property tax information contained therein.

8. Satisfactory evidence should be had that improvements and / or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
9. *Our examination of title did not locate any open mortgages on this property. Please verify with current owner(s) there are no open mortgages, that possibly have been indexed incorrectly or recorded in the wrong county.
10. By virtue of I.C. 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 01, 2006. The fee should be designated in the 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.

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Schedule B I

ALTA Commitment for Title Insurance

(C-20-036.PFD/C-20-036/3)

SCHEDULE B-II

ALTA Commitment

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping in improvements.
3. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an accurate survey of the Land or by making inquiry of persons in possession of the Land.
4. Easements, liens or encumbrances or claims thereof, which are not shown by the Public Records.
5. Any lien, or right to a lien for services, labor or material imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. Subject to any oil and/or gas lease, pipeline agreement, or other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.
9. The 2019 Spring taxes, payable in May 2020 are also a lien against said real estate and all subsequent years and any taxes or special assessments which are not shown as existing liens by the Public Records.
10. Rights of the Public, the State of Indiana, and County of Franklin and the municipality in and to that part of the premises taken or used for road purposes and public utilities.
11. Rights of way for drainage ditches, tiles, feeders and laterals, if any.
12. Subject to the provisions of the Unified Zoning Ordinance of Franklin County, Indiana, as recorded August 15, 1966 in Miscellaneous Record 11, at pages 359 through 373 in the Recorder's Office of Franklin County, Indiana, and to all amendments and modifications thereof; and subject to all easements, covenants, conditions, reservations, leases, and restrictions of record, all legal streets and highways, and all rights of tenants in possession.
13. Subject to a Right of Way Easement with Franklin County Water Association, recorded February 24, 1992, in Easement Book 5, page 664. (Tract 4 Only)
14. Subject to a possible portion of Tract 5 that lies within the Flood Hazard Area "Zone A", see legal description for more information and plat of where this area is located. (Tract 5 Only)
15. Subject to a Pipeline Easement between Current Owners and Rockies Express Pipeline LLC, recorded July 31, 2008, in Instrument #2008002760. (Tract 7)
16. Subject to a Pipeline Easement between Current Owners and Rockies Express Pipeline LLC, recorded July 31, 2008, in Instrument #2008002761. (Tract 8)
17. Subject to a Pipeline Easement between Current Owners and Rockies Express Pipeline LLC, recorded July 31, 2008, in

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SCHEDULE B-II

ALTA Commitment
(Continued)

Instrument #2008002759. (Tract 9)

18. Subject to an Easement with Indiana and Michigan Electric Company, recorded July 28, 1952, in Deed Record 59, page 303.

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ALTA Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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Issued through the Office of

Union County Title Company, LLC
1 W. Union St.
Liberty, IN 47353

By:


UNION COUNTY TITLE COMPANY, L.L.C.

ORT Form 4690 8-1-16
ALTA Commitment for Title Insurance

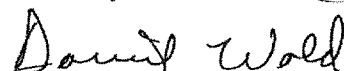
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By



President

Attest



Secretary

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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EXHIBIT A

6241 Holland Road
Brookville, IN 47012

TRACTS: 1, 2 & 3

BROOKVILLE TOWNSHIP: Nine (9) acres lying on the South side of the Southeast Quarter of the Southwest Quarter of Section No. Thirty-Five (35), Township No. Nine (9), Range Two (2) West.

ALSO: BROOKVILLE TOWNSHIP: The following tract of land adjoining the above and described as follows, to-wit: The North part of the North half of Section No. 2, Township No. 8, Range No. 2 West, beginning at the Northeast corner of Section No. 2; thence South on the section line 17 chains and 11 links to a corner in the road; thence South 86 1/2 degrees West 60 chains and 26 links to a corner; thence South 6 chains and 46 links to a corner; thence West 8 chains and 47 links to a corner; thence North 106 poles and 4 tenths of a pole to the section line; thence East 115 rods to the half section corner; thence East on the section line to the beginning containing 135.6 acres, both tracts containing 144.6 acres, more or less.

ALSO: BROOKVILLE TOWNSHIP: A part of the Southwest Quarter of Section 35, Township No. 9, Range No. 2 West, beginning at the Southeast corner of said quarter section; thence North 23 1/3 rods to the center of the public highway; thence in a Southwesterly direction along the center of said highway with its meanderings at it now is to the South line of said quarter section; thence East on said line to the place of beginning, containing 4 acres, more or less.

ALSO: BROOKVILLE TOWNSHIP: The West half of the East half of the Southeast Quarter of Section 35, Township 9, Range 2, containing 39 acres, more or less. **EXCEPTING** the following real estate conveyed by Grantors herein to Danny Howard Thompson and Ruth Ann Thompson, husband and wife, December 24, 1969, by Deed recorded in Deed Record 79 at page 513 in the office of the Recorder of Franklin County, Indiana, to-wit: A part of the Southwest Quarter of Section 35, Township 9, Range 2 and a part of the Northwest Quarter of Section 2, Township 8, Range 2 described as follows: Beginning at a stone marking the Southeast corner of the Southwest Quarter of Section 35, Township 9, Range 2 and the Northeast corner of the Northwest Quarter of Section 2, Township 8, Range 2; thence South on the half section line 610 feet to a stake; thence North 85 degrees West 685 feet to a point on the mean center line of Holland Road witnessed by a 4 inch cedar tree on the South right of way of said road; thence North 40 degrees East following the center line of said road 375 feet to a point; thence North 30 degrees East following the center line of said road 270 feet to a point on the East and West section line; thence North 48 degrees East following the center line of said road 38 feet to a point on the North and South half section line witnessed by a post on the South right of way of said road; thence South on the half section line and fence 248 feet to the place of beginning, containing 7.16 acres of which 0.83 of an acre is in Section 35 and 6.33 acres are in Section 2.

Being the same real estate conveyed by Charles R. Thompson and Mattie M. Thompson, husband and wife, to Harold E. Saylor and Mary Ann Saylor, husband and wife, by deed dated May 30, 1980 and recorded August 21, 1986 in Deed Record 98, Pages 914-915 of the records of Franklin County, Indiana.

Save and Except: Being part of the Northeast Quarter of Section Two (2), Township Eight (8) North, Range Two (2) West, Brookville Township, Franklin County, Indiana, being bounded and described as follows: Beginning at a stone marking the Northwest Corner of the Northeast Quarter of Section 2, Township 8 North, Range 2 West; thence along an existing fenceline, North 89 degrees 42 minutes 13 seconds East 236.77 feet; thence South 23 degrees 57 minutes 11 seconds West 361.89 feet to a Hickory Tree; thence South 17 degrees 46 minutes 42 seconds West 294.57 feet to an iron rod stake; thence North 00 degrees 00 minutes 35 seconds East 610.00 feet to the place of beginning, containing 1.526 acres. Being subject to all easements and restrictions of record. The above description is based on a survey completed under the direction of Joe W. Gillespie Jr., R.L.S. 900024 under the date of October 28, 1999.

Subject to all legal streets and highways and to any and all applicable Planning and Zoning Ordinances of Franklin County, Indiana.

TRACT 4:

Situated in the West Half of the Southeast Quarter of Section Thirty-five (35), Township Nine (9) North, Range Two (2) West, in Brookville Township, Franklin County, Indiana, and being more particularly described as follows: Commencing at the Southwest corner of the Southeast Quarter of Section 35, Township 9 North, Range 2 West, thence North along the half section line 239.80 feet to a point in the center of Holland Road, said point being the real point of beginning for the land herein described and being marked by an iron bar North 21.49 feet; thence North along the half section line 607.30 feet to a point in the center of Holland Road, said point being marked by an iron bar South 61.01 feet; thence following along the centerline of Holland Road approximated by a curve (R=63.92) to the left to a point South 40 degrees 37 minutes 30 seconds East 77.12 feet therefrom; thence South 74 degrees 12 minutes 30 seconds East 77.06 feet along the centerline of Holland Road; thence following along centerline approximated by a curve (R=127.77) to the right to a point South 38 degrees 09 minutes 15 seconds East 172.56 feet therefrom; thence South 10 degrees 44 minutes 45 seconds West 164.27 feet along centerline; thence following along centerline approximated by a curve (R=226.30) to the right to a point South 30 degrees 42 minutes 20 seconds West 157.84 feet therefrom; thence South 51 degrees 34 minutes 00 seconds West 152.85 feet along centerline to the point of beginning and containing 2.167 acres. Subject to all legal highways. Being part of the same premises described in Deed Record 61, page 522 in the Franklin County, Indiana Deed Records. The above description is based on a survey made in September of 1971 by Raymond Redelman under the direction of Jack R. Schmidt, L.S. No. 12774.

TRACT 5:

SURVEY FOR EDWIN ROBERTS

DESCRIPTION OF 7.057 ACRES

BEING PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 8 NORTH, RANGE 2 WEST, FIRST PRINCIPAL MERIDIAN, BROOKVILLE TOWNSHIP, FRANKLIN COUNTY, INDIANA, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD MARKING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 8 NORTH, RANGE 2 WEST; THENCE N89 DEGREES 38'54"W 341.94 FEET TO AN IRON ROD MARKING THE NORTHWEST CORNER OF A 14.057 ACRE TRACT AND THE TRUE PLACE OF BEGINNING; THENCE ALONG THE WEST LINE OF SAID 14.057 ACRE TRACT, S00 DEGREES 50'31"E 570.16 FEET TO A MAG NAIL IN RICHLAND CREEK ROAD; THENCE ALONG SAID ROADWAY THE FOLLOWING (5) CALLS: (1) N75 DEGREES 10'55"W 461.72 FEET, (2) N63 DEGREES 42'44"W 126.28 FEET, (3) N38 DEGREES 25'32"W 127.71 FEET, (4) N20 DEGREES 23'41"W 70.46 FEET AND (5) N03 DEGREES 08'45"W 83.10 FEET TO THE INTERSECTION OF HOLLAND ROAD; THENCE ALONG HOLLAND ROAD, N12 DEGREES 11'39"E 154.35 FEET TO A RAILROAD SPIKE; THENCE LEAVING SAID ROADWAY, S89 DEGREES 38'54"E 627.10 FEET TO THE PLACE OF BEGINNING, CONTAINING 7.057 ACRES MORE OR LESS. BEING SUBJECT TO ALL LEGAL HIGHWAYS, EASEMENTS AND RESTRICTIONS OF RECORD.

TRACT 6 & 7:

Being part of the Southeast Quarter of Section 3 and part of the Southwest Quarter of Section 2, all in Township 8 North, Range 2 West, First Principle Meridian, Brookville Township, Franklin County, Indiana, being bounded and described as follows:
Beginning at an iron rod stake marking the Northwest corner of the Southwest Quarter of Section 2, Township 8 north, Range 2 West; thence North 89 degrees 56 minutes 46 seconds East 563.16 feet to an iron rod stake; thence South 01 degree 37 minutes 59 seconds East 679.51 feet to a railroad spike in Sharps Hill Road; thence along said roadway the following 6 calls: (1) South 84 degrees 56 minutes 41 seconds West 163.54 feet, (2) South 83 degrees 37 minutes 50 seconds West 205.36 feet, (3) South 85 degrees 41 minutes 49 seconds West 135.65 feet, (4) North 70 degrees 05 minutes 16 seconds West 85.38 feet, (5) North 52 degrees 46 minutes 04 seconds West 013.33 feet and (6) North 75 degrees 10 minutes 55 seconds West 259.93 feet to a mag nail; thence leaving said roadway to follow an existing fenceline, North 00 degrees 50 minutes 31 seconds West 570.16 feet to an iron rod stake; thence North 89 degrees 38 minutes 54 seconds East 341.94 feet to the place of beginning, containing 14.057 acres. Being subject to all legal highways, easements and restrictions of record. Based on a survey completed under the direction of Joe W. Gillespie, Jr. RLS #900024 under date of January 30, 2002.

TRACTS 8 & 9:

TRACT 1: Being part of the Northeast Quarter of Section 3, Township 8 North, Range 2 West, First Principle Meridian, Brookville Township, Franklin County, Indiana, Being bounded and described as follows: Beginning at an iron rod marking the Southeast Corner of the Northeast Quarter of Section 3, Township 8 North, Range 2 West; thence along the South line of said Northeast Quarter, North 89 degrees 38 minutes 54 seconds West 293.90 feet to Richland Creek and the true place of beginning; thence along said south line, North 89 degrees 38 minutes 54 seconds West 675.14 feet to a railroad spike in Holland Road; thence along the centerline of said roadway the following 9 calls: (1) North 06 degrees 07 minutes 41 seconds East 155.28 feet, (2) North 08 degrees 34 minutes 27 seconds East 128.05 feet, (3) North 00 degrees 02 minutes 37 seconds West 76.79 feet, (4) North 04 degrees 18 minutes 21 seconds West 307.02 feet, (5) North 08 degrees 34 minutes 53 seconds East 71.74 feet, (6) North 37 degrees 46 minutes 21 seconds East 42.39 feet, (7) North 64 degrees 20 minutes 36 seconds East 36.48 feet, (8) North 78 degrees 17 minutes 21 seconds East 483.20 feet, and (9) North 76 degrees 51 minutes 22 seconds East 235.51 feet to the extended line of said Richland Creek; thence leaving said roadway to follow Richland Creek the following 6 calls: (1) South 13 degrees 44 minutes 50 seconds West 199.98 feet, passing an iron rod witness at 14.96 feet, (2) South 04 degrees 23 minutes 03 seconds West 207.89 feet, (3) South 19 degrees 33 minutes 29 seconds East 109.72 feet, (4) South 28 degrees 36 minutes 08 seconds West 93.76 feet, (5) South 14 degrees 24 minutes 43 seconds East 72.01 feet and (6) South 11 degrees 09 minutes 20 seconds West 288.43 feet to the place of beginning, containing 13.739 acres. Being subject to all legal highways, easements and restrictions of record.

TRACT 2: Being part of the Northwest Quarter of Section 2, and part of the Northeast Quarter of Section 3, all in Township 8 North, Range 2 West, First Principle Meridian, Brookville Township, Franklin County, Indiana, being bounded and described as follows: Beginning at an iron rod marking the Southeast corner of the Northeast Quarter of Section 3, Township 8 North, Range 2 West; thence along the South line of said Northeast Quarter North 89 degrees 38 minutes 54 seconds West 293.90 feet to a point in Richland Creek; thence along said creek the following 6 calls: (1) North 11 degrees 09 minutes 20 seconds East 288.43 feet, (2) North 14 degrees 24 minutes 43 seconds West 72.01 feet, (3) North 28 degrees 36 minutes 08 seconds East 93.76 feet, (4) North 19 degrees 33 minutes 29 seconds West 109.72 feet, (5) North 04 degrees 23 minutes 03 seconds East 207.89 feet and North 13 degrees 44 minutes 50 seconds East 199.98 feet to the centerline of Holland Road, passing an iron rod witness at 185.02 feet; thence along said road centerline the following 10 calls: (1) North 76 degrees 51 minutes 22 seconds East 32.43 feet (2) North 68 degrees 15 minutes 29 seconds East 122.60 feet, (3) North 63 degrees 20 minutes 51 seconds East 133.98 feet, (4) North 58 degrees 15 minutes 56 seconds East 226.89 feet, (5) North 65 degrees 43 minutes 04 seconds East 212.02 feet, (6) North 73 degrees 24 minutes 33 seconds East 62.62 feet, (7) North 81 degrees 16 minutes 07 seconds East 159.23 feet, (8) North 74 degrees 43 minutes 41 seconds East 55.37 feet, (9) North 54 degrees 34 minutes 34 seconds East 37.68 feet and (10) North 22 degrees 47 minutes 19 seconds East 44.67 feet; thence leaving said roadway South 01 degree 06 minutes 09 seconds West 543.43 feet to an old fence post; thence South 88 degrees 24 minutes 37 seconds East 7.96 feet; thence South 00 degrees 50 minutes 25 seconds West 15.85 feet to an iron rod stake; thence South 89 degrees 48 minutes 36 seconds East 558.75 feet to an iron rod stake and existing fenceline; thence along said fenceline, South 00 degrees 10 minutes 33 seconds East 818.33 feet to a property corner stone and the South line of the Northwest Quarter of Section 2; thence along said South line, South 89 degrees 56 minutes 46 seconds West 1344.34 feet to the place of beginning, containing 37.489 acres. Being subject to all legal highways, easements and restrictions of record.

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid in

Pearl Whittamore and Tony Foster

hereinafter referred to as GRANTOR by Franklin County Water Association, Inc., an Indiana, not for profit corporation, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water lines, valves, fittings, meters and accessories over, across and through the land of the GRANTOR situate in Franklin - Union - Dearborn County, State of Indiana, said land being described as follows:-

The west side of the Southeast Quarter of Section 35, Township 9, Range 2 Brookville Township 2.167 Acres

RECEIVED FOR RECORD
RECORD 5 PAGE 664
FILE 1184271

8761 FEB 24 1992

Keith A. Brown
RECORDER FRANKLIN COUNTY, IN

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purposes of this easement.

The permanent easement shall be twelve feet in width, the center line of which is described as follows:

The center line of the permanent easement shall be the center line of the water line as finally laid and constructed across the lands of the within GRANTORS. Also, a temporary easement which is for construction purposes and which is terminated upon completion of construction, being thirty feet in width and being fifteen feet on each side of and parallel with the proposed center line of the water line.

The consideration herein above recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 24 day of February, 1992.

Pearl Whittamore (SEAL)
(Pearl Whittamore)
Tony Foster (SEAL)
(Tony Foster)

STATE OF INDIANA, FRANKLIN COUNTY:

Before me, the undersigned, a Notary Public, in and for said County and State personally appeared the within named Pearl Whittamore and Tony Foster, who acknowledged the execution of the foregoing easement to be their voluntary act and deed.

WITNESS my hand and notarial seal this 24 day of February, 1992.



Keith A. Brown
NOTARY PUBLIC
Keith A. Brown
Resident of Franklin County

My Commission Expires: 11-4-94

SURVEY FOR EDWIN ROBERTS

DESCRIPTION OF 7.057 ACRES
 BEING PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 8 NORTH, RANGE 2 WEST, FIRST PRINCIPAL MERIDIAN, BROOKVILLE TOWNSHIP, FRANKLIN COUNTY, INDIANA, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD MARKING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 8 NORTH, RANGE 2 WEST; THENCE N89 DEGREES 38'54"W 341.94 FEET TO AN IRON ROD MARKING THE NORTHWEST CORNER OF A 14.057 ACRE TRACT AND THE TRUE PLACE OF BEGINNING; THENCE ALONG THE WEST LINE OF SAID 14.057 ACRE TRACT, S00 DEGREES 50'31"E 570.16 FEET TO A MAG NAIL IN RICHLAND CREEK ROAD; THENCE ALONG SAID ROADWAY THE FOLLOWING (5) CALLS: (1) N75 DEGREES 10'55"W 461.72 FEET, (2) N63 DEGREES 42'44"W 126.28 FEET, (3) N38 DEGREES 25'32"W 127.71 FEET, (4) N20 DEGREES 23'41"W 70.46 FEET AND (5) N03 DEGREES 08'45"W 83.10 FEET TO THE INTERSECTION OF HOLLAND ROAD; THENCE ALONG HOLLAND ROAD, N12 DEGREES 11'39"E 154.35 FEET TO A RAILROAD SPIKE; THENCE LEAVING SAID ROADWAY, S89 DEGREES 38'54"E 627.10 FEET TO THE PLACE OF BEGINNING, CONTAINING 7.057 ACRES MORE OR LESS. BEING SUBJECT TO ALL LEGAL HIGHWAYS, EASEMENTS AND RESTRICTIONS OF RECORD.

SURVEYOR REPORT

THIS PLAT AND DESCRIPTION ARE BASED ON A SURVEY COMPLETED UNDER MY DIRECTION ON AUGUST 1, 2007, WITH DAN CHADDON AND ROBERT BLAIR DOING THE FIELDWORK AND USING A LIETZ SET 5 TOTAL STATION. THE BEARING SYSTEM IS BASED ON PREVIOUS SURVEY WORK COMPLETED IN THE AREA. THE SURVEY TECHNIQUES USED ARE INTENDED TO PRODUCE A RURAL SURVEY, INDIANA BOARD OF REGISTRATION (SURVEYORS) STANDARDS. THE RELATIVE POSITIONAL ACCURACY (DUE TO RANDOM ERRORS IN MEASUREMENTS) OF THIS SURVEY IS WITHIN THAT ALLOWABLE FOR A RURAL SURVEY (0.26 FEET PLUS 200 PPM). THIS SURVEY IS INTENDED TO COMPLY WITH INDIANA ADMINISTRATIVE CODE 865 IAC 1-12 (REVISED RULE 12).

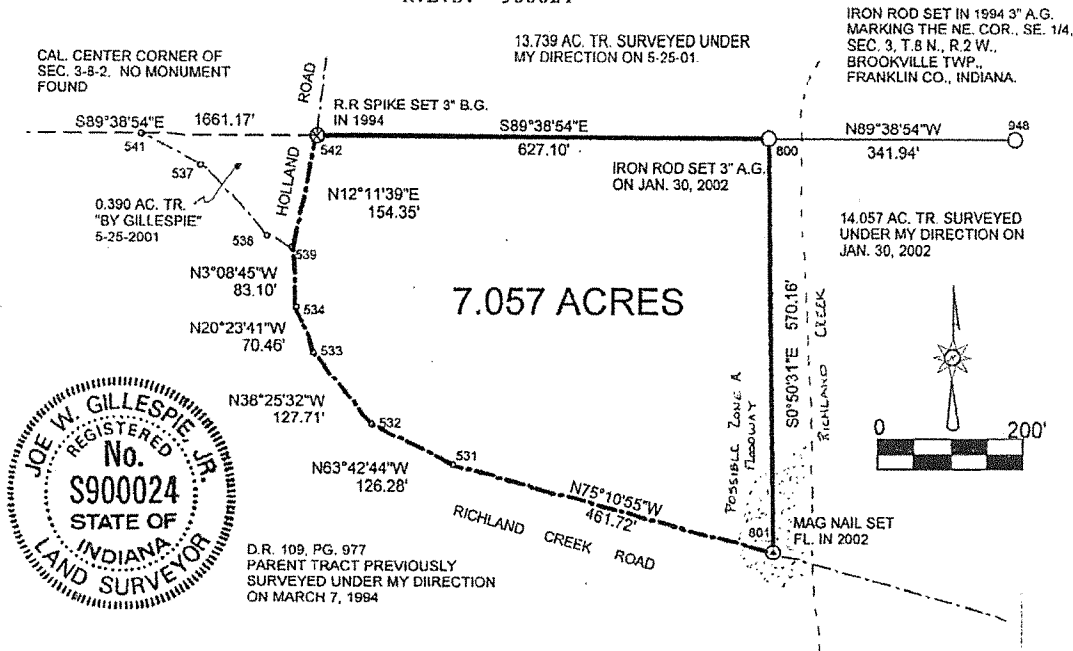
THE PURPOSE OF THIS SURVEY IS TO CREATE A 7.057 ACRE TRACT TO BE SPLIT FROM THE PROPERTY DESCRIBED IN DEED RECORD 109, PAGE 977.

THE PARENT TRACT AND ALL ADJOINING PROPERTIES WERE PREVIOUSLY SURVEYED UNDER MY DIRECTION. THE BOUNDS OF THE SUBJECT 7.057 ACRE TRACT ARE CONSISTENT WITH THESE PREVIOUS SURVEYS.

BASED ON THE FRANKLIN COUNTY FLOOD INSURANCE RATE MAP #18047C0150 C, THERE MAY BE A PORTION OF THE SUBJECT 7.057 ACRE TRACT (NEAR SOUTHEAST CORNER) THAT LIES WITHIN THE FLOOD HAZARD AREA "ZONE A".

I CERTIFY THAT THIS PLAT AND DESCRIPTION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I AFFIRM, UNDER PENALTY OF PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

Joe W. Gillespie, Jr.
 JOE W. GILLESPIE, JR.
 R.L.S. 900024



D.R. 109, PG. 977
 PARENT TRACT PREVIOUSLY
 SURVEYED UNDER MY DIRECTION
 ON MARCH 7, 1984

RURAL SURVEY. THE R.P.A. DOES NOT EXCEED 0.26' PLUS 200 PPM. THE BEARING SYSTEM IS BASED ON PREVIOUS SURVEY WORK COMPLETED IN THE AREA.

PREPARED BY:
 JOE W. GILLESPIE, JR.
 GILLESPIE SURVEYING
 7110 HOLLAND ROAD
 BROOKVILLE, INDIANA 47012
 1-765-847-4725

FILE NAME		
MR. ROBERTS		
SCALE	DATE	DRAWN BY
200 F/In	8-1-2007	DAN C.
JOB	REVISION	SHEET
2007-79	1/1	1/1

The map drawn with TRAVERSE PC Software

2008002760 EASE \$34.00
07/31/2008 10:22:39A 11 PGS
CAROL L MONROE
FRANKLIN County Recorder IN
Recorded as Presented

11
34

Tract Number: IN-FR-136.000

PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

John J. Heyob and Diane M. Heyob, husband and wife, whose address is 10311 Lees Creek Rd., Harrison, OH 45030; 4167 Howard Creek, Okeana, OH 45053, ("Grantor"), for himself/herself, his/her heirs, successors and assigns, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, do(es) hereby grant, convey and confirm unto **Rockies Express Pipeline LLC, a Delaware limited liability company** whose address is 500 Dallas, Suite 1000, Houston, Texas 77002-8022, its successors and assigns ("Grantee"), permanent and temporary easements at the approximate location and dimensions set forth on Exhibit "A" (collectively referred to as the "Easements") to survey, construct, reconstruct, maintain, operate, inspect, renew, repair, remove, replace, change the size of, upgrade, and remove a natural gas pipeline and all related above and below ground appurtenances including cathodic protection (collectively the "Pipeline"), along with additional temporary workspace as may be needed during construction only, in, on, over, under, across, upon and through the following described property situated in the County of Franklin, State of Indiana, to wit:

9.269.Acre, more or less, described as part of the SW ¼ of Sec. 2, T 8N, R 2W, of the 1st P.M., Franklin County, Indiana as described in that certain Deed recorded March 1, 2002, in the Franklin County, Indiana records, under Document #2002001019.
Record Fee Owner: Real

The Grantor reserves the right to cultivate, use and occupy said property for any purpose consistent with the rights and privileges herein granted and, in the sole opinion of the Grantee, which will not interfere with or endanger any of the Pipeline facilities therein or use thereof by the Grantee, its agents or contractors. Such reservation by the Grantor shall in no event include the right to construct any buildings or structures, to impound any water, or to plant any trees or shrubs upon the permanent easement. The Grantee, at all times, shall have the perpetual right of ingress and egress over the permanent easement

and all existing roads, lanes and trails on the Grantor's adjacent and contiguous properties or by a route that is mutually acceptable to the parties.

The permanent easement shall be in perpetuity. The temporary easements, additional work space easement and additional temporary workspace shall expire upon completion of the initial pipeline construction and restoration of the Easements.

Grantee agrees that the Pipeline will be constructed with at least 36" of soil cover. In areas containing rock the minimum cover shall be 24".

Grantee shall pay Grantor for actual physical damages to land and growing crops occasioned by any future installations, construction, reconstruction, maintenance, operation, inspection, replacement, repair, change in size, upgrade or removal of the Pipeline in the permanent easement. Grantor agrees to execute such other documents as may be reasonably necessary or desirable to give full effect to the intent of the parties hereto and to refrain from any action that is inconsistent with those rights being conveyed herein.

In addition to the consideration paid for this Pipeline Easement, Grantee agrees to pay Grantor for any and all actual physical damages, including but not limited to fences, growing crops and timber which arise from the Grantee's use of the Easements. The term "timber" is defined as trees or the wood grown for commercial sale. However, Grantee shall have the right (without liability for damages) from time to time after the initial construction of the pipeline to re-clear the permanent easement by removing trees, brush, and other obstruction that may interfere with Grantee's use of said easement.

Grantee shall restore the surface of the Easements, as nearly as practicable and permissible, to its prior condition and contour following any disturbance occasioned by construction or use of the Easements by the Grantee, its contractors, or agents.

After the completion and installation of the Pipeline Grantee shall clearly mark the location of its Pipeline with permanent above ground markers in accordance with Federal Department of Transportation regulations.

Grantee agrees to indemnify and hold harmless the Grantor from any claims or suits which may be asserted against the Grantor arising out of the Grantee's, its contractor's, or agent's negligent use of any of the Easements or intentional misconduct. Notwithstanding this, Grantee will not indemnify or hold Grantor harmless for any negligent act(s) or intentional misconduct of the Grantor, its employees, agents, tenants, licensees, or invitees, regardless of fault.

By entering into this Pipeline Easement, Grantor(s) warrants that he/she/it is the sole fee owner(s) of the property herein described and that he/she/it has the authority to convey said rights and interests to the Grantee. Grantor further agrees to defend, indemnify, and hold harmless the Grantee, its successors and assigns from any and all claims disputing Grantor's legal right to convey this Pipeline Easement to the Grantee as well as all claims for payment or restitution for damages made by a third party. Grantor

agrees to reimburse Grantee for its costs, including attorney's fees, in asserting or defending all claims made which dispute the Grantor's legal right to convey its interest pursuant to this Pipeline Easement.

This Pipeline Easement may be assigned in whole or in part by either party.

This Pipeline Easement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, personal representatives, successors and assigns. Similarly, facsimile signatures shall be deemed as an original signature by the enforcing party.

This Pipeline Easement shall be interpreted and enforced in the state where the property described in Exhibit "A" is located. If the easement covers property located in more than one county, venue shall be in the county where the majority of the property geographically exists.

At Grantee's sole discretion, it may replace Exhibit "A" with a more definitive drawing of the Easements and record the same in the County Recorder's Office. The Grantor agrees to fully cooperate and execute any additional documents necessary to facilitate this process. If the Grantee requires additional work space and/or easements or the final survey of the Easements increases the size of the Easements, then an additional payment shall be made to the Grantor on a pro rata basis of the amount set forth in the Settlement Agreement. If the final survey does not increase the size of the Easements or include additional work space/easements, then Grantor shall retain all funds paid to it by Grantee with no refund required.

Additional terms and conditions are set forth in Exhibit "B" attached hereto and made a part hereof and to the extent of any conflict between the provisions of this Agreement and Exhibit "B" the terms of Exhibit "B" shall supersede and control.

To Have And To Hold the said Pipeline Easement unto the said Grantee, his heirs, successors and assigns, so long as the same shall be used or useful for the purposes stated herein forever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand this 9 day of July, 2008.

GRANTOR(S):

John J. Heyob
John J. Heyob

Diane M. Heyob
Diane M. Heyob

**GRANTEE:
ROCKIES EXPRESS PIPELINE LLC**

By: [Signature]

Print Name: Lyle Ray

Title: Right of Way Agent

STATE OF Indiana)
COUNTY OF Franklin) ss.

Before me, a Notary Public in and for said County and State, personally appeared John J. Heyob, who acknowledges the execution of the foregoing instrument to be his/her voluntary act and deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 9 day of July, 2008.



Lyle Roy
SEAL
Notary Public, State of Indiana
My Commission Expires
October 15, 2015

[Signature]
Notary Public
Printed: _____

Residing in Madison County, IN

My Commission Expires: _____

STATE OF Indiana)
COUNTY OF Franklin) ss.

Before me, a Notary Public in and for said County and State, personally appeared Diane M. Heyob, who acknowledges the execution of the foregoing instrument to be his/her voluntary act and deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 9 day of July, 2008.



Lyle Roy
SEAL
Notary Public, State of Indiana
My Commission Expires
October 15, 2015

[Signature]
Notary Public
Printed: _____

Residing in Madison County, IN

My Commission Expires: _____

STATE OF Indiana)
COUNTY OF Madison) ss.

Before me, a Notary Public in and for said County and State, personally appeared Lyle Roy, who acknowledged the execution of the foregoing instrument on behalf of Rockies Express Pipeline LLC, to be his/her voluntary act and deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 15 day of July, 2008.

Judy Key
Notary Public
Printed: JUDY KEY
Residing in MADISON County, IN
My Commission Expires: 4-21-09

TENANT'S CONSENT

In consideration of ten dollars (\$10.00), the receipt of which is hereby acknowledged, the undersigned being a tenant of all or a part of the Easement property as described above, hereby consents to the foregoing Pipeline Easement and agree that Tenant's rights to the Easements' property shall be subordinate to this Agreement and the Grantee's rights contained herein.

Executed this ____ day of _____, 2008.

TENANT:

By: _____

Printed Name: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing Tenant's Consent provision to be his/her voluntary act and deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this ____ day of _____, 2008.

Notary Public
Printed: _____

Residing in _____ County, Indiana

My Commission Expires: _____

I affirm, under the penalty of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.



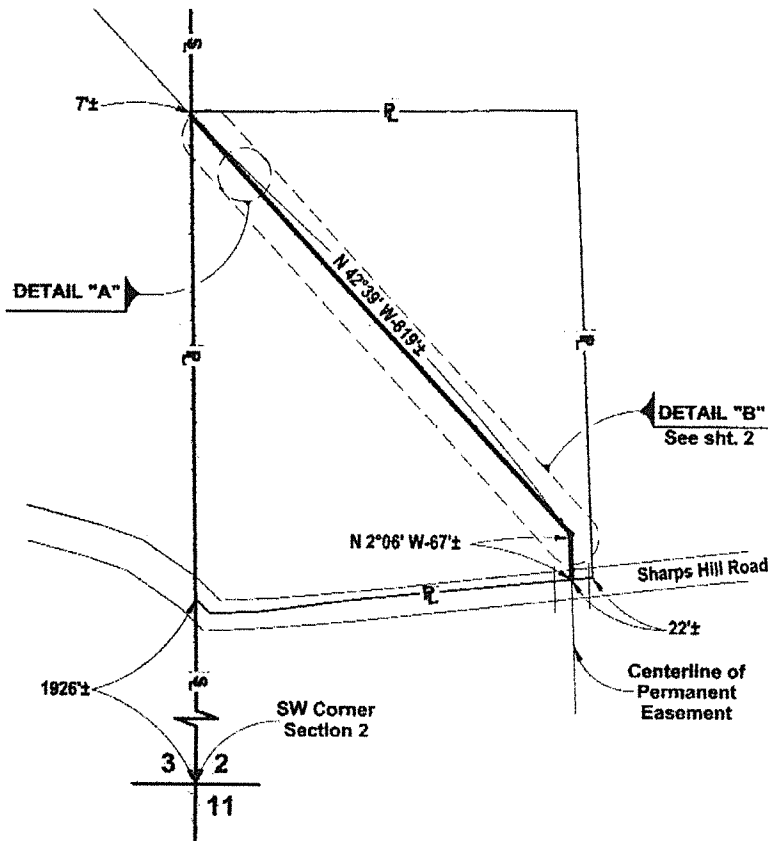
Printed Signature

Return Documents and send Tax Statements to:

Rockies Express Pipeline, LLC
2465 East Federal Drive
Decatur, IL 62526

This instrument prepared by Timothy J. Knapp, Esq., Knapp & Associates, P.C., 1775 Sherman Street, 31st Floor, Denver, Colorado, 80203.

Franklin County, Indiana
T 8 N R 2 W, SEC. 2



IN - FR - 136.000

John J. & Diane M. Heyob

Easement Length = 886' ±
Rods = 53.69 ±
Permanent Easement = 1.01 Ac. ±
Temporary Easement = 1.33 Ac. ±
Additional Temporary Work Space = 0.80 Ac. ±




NOTE:

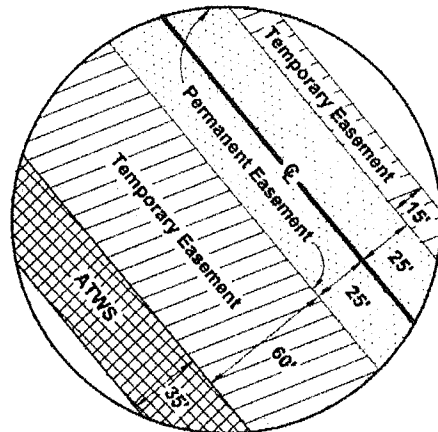
INFORMATION SHOWN IS NOT A SURVEY.
REF.: 1268-D-100-146

Measurements to monumented corners are approximate.

SEE REX-PL-IN-FR-136.000 SHEET 2 OF 2 FOR DETAIL

LEGEND

-  Temporary Easement
-  Permanent Easement
-  Additional Temporary Work Space

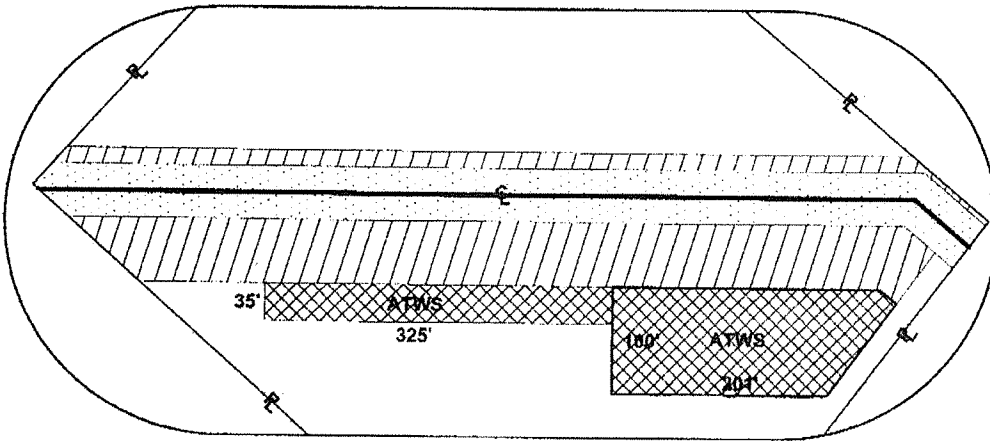


DETAIL "A"
NTS

Exhibit "A"

					Reckless Express Pipeline	
					OWN BY:	C.D.I. 05-05-08
					CHK:	C.D.I. 05-05-08
					PROJ. ENGR:	
					PROJ. MGR:	
					CLIENT APP:	
					PROPOSED PIPELINE EASEMENT & TEMPORARY EASEMENT CROSSING THE PROPERTY OF John J. & Diane M. Heyob Franklin County, Indiana	
NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D	SCALE: 1"=200' TRAC. NO. REX-PL-IN-FR-136.000 SHE. NO. 1 of 2 REV. 1
1	REROUTE REVISION	C.D.I.	05/08			
0	ISSUED FOR R/W ACQUISITION	C.D.I.	09/07			




Franklin County, Indiana
T 8 N R 2 W, SEC. 2



DETAIL "B"
NTS

NOTE:
INFORMATION SHOWN
IS NOT A SURVEY.
REF.: 1280-D-100-146
SEE REX-PL-IN-FR-136.000
SHEET 1 OF 2

LEGEND

-  Temporary Easement
-  Permanent Easement
-  Additional Temporary Work Space

Page 2
Exhibit "A"

				Rockles Express Pipeline	
				DWN. BY: C.D.I.	04-14-08
				CHK: C.D.I.	04-14-08
				PROJ. ENGR:	
				PRINT MGR:	
				CLIENT APP:	
				PROPOSED PIPELINE EASEMENT & TEMPORARY EASEMENT CROSSING THE PROPERTY OF John J. & Diane M. Heyob Franklin County, Indiana	
NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D
1	REROUTE REVISION	C.D.I.	05/08		
0	ISSUED FOR R/W ACQUISITION	C.D.I.	09/07		
				SCALE: NTS	
				DRAW. NO.: REX-PL-IN-FR-136.000	SHT. NO.: 2 of 2
					REV: 1

Tract Number: IN-FR-136.000

Exhibit "B"

This agreement shall be subject to the following additional terms and conditions:

- 1. Exclusive Use (Easement):** Grantee agrees that this Pipeline Easement Agreement is for placement of one 42-inch pipeline for the transportation of natural gas only, and that no other utility will be allowed to use said easement without the express written consent of the then record holder of land.
- 2. Abandonment (Easement Termination):** After the construction of the pipeline, should the easement described in the Pipeline Easement Agreement not be used for a twenty-four (24) consecutive months, then the easement shall be considered abandoned and all rights granted hereunder shall revert back to the then record holder of land, and this agreement shall be of no further force or effect. In the event of abandonment the Grantee shall not be required to remove its pipeline or the appurtenances thereto, but shall abandon the same in place; in which case, the Grantee shall have no further responsibility or liability to the Grantor, his Tenant, or any third party.
- 3. Pipeline Facilities Crossing:** Grantor reserves the right to cross said Permanent Easement with roads, electrical, sewer, cable TV, telephone, water, storm sewer and internet to be constructed at the Grantor's sole expense, provided said roads, electrical, sewer, cable TV, telephone, water, storm sewer and internet is in compliance with the provisions of Title 49 Code of Federal Regulations (CFR), Part 192.325, "and that the depth of cover over the pipeline is not diminished during construction and the use of the road, and all" crossings of Grantee's natural gas pipeline shall "conform with" the Kinder Morgan, Inc. Operating and Maintenance Procedures Manual, Procedure 204 titled "Construction Near Company Facilities" and Procedure 200-29 titled "General Guidelines for Design and Construction near Kinder Morgan Operated Facilities" as the same may be amended or revised from time to time. In the event the standards and requirements contained in 49 CFR 192.325 are inconsistent with or less stringent than the Kinder Morgan, Inc. Operating and Maintenance procedures referenced above, then the Kinder Morgan, Inc. Operating and Maintenance procedures shall take precedence and control the applicable activities.
- 4. Aboveground Appurtenances:** Grantee shall cause no above-ground appurtenances to be constructed on this easement, with the exception of mandatory safety and operation appurtenances and appurtenances otherwise deemed necessary for the safe operation of the pipeline, including, without limitation, cathodic test leads, pipeline markers which when possible will be placed in fence lines or road right-of-way lines on the above described land.
- 5. Indiana:** Grantee will provide a minimum of 5 feet of cover over the pipeline where the easement crosses the cropland and USDA classified prime soil.

LR 7/9/08 J/H RL 7/9/08

2008002761 EASE \$32.00
07/31/2008 10:23:16A 10 PGS
CAROL L MONROE
FRANKLIN County Recorder IN
Recorded as Presented

10
/32

Tract Number: IN-FR-137.N01

PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

John J. Heyob and Diane M. Heyob, Husband and Wife, whose address is 10311 Lees Creek Rd., Harrison, OH 45030, ("Grantor"), for himself/herself, his/her heirs, successors and assigns, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, do(es) hereby grant, convey and confirm unto **Rockies Express Pipeline LLC, a Delaware limited liability company** whose address is 500 Dallas, Suite 1000, Houston, Texas 77002-8022, its successors and assigns ("Grantee"), permanent and temporary easements at the approximate location and dimensions set forth on Exhibit "A" (collectively referred to as the "Easements") to survey, construct, reconstruct, maintain, operate, inspect, renew, repair, remove, replace, change the size of, upgrade, and remove a natural gas pipeline and all related above and below ground appurtenances including cathodic protection (collectively the "Pipeline"), along with additional temporary workspace as may be needed during construction only, in, on, over, under, across, upon and through the following described property situated in the County of Franklin, State of Indiana, to wit:

32.24 Acres, more or less, described as part of the NW ¼ of Sec. 2, T 8N, R2W, 2nd P.M., Franklin County, Indiana, as described in that certain deed recorded August 3, 2001, in the records of Franklin County, Indiana, at Book 125, Page 180.

The Grantor reserves the right to cultivate, use and occupy said property for any purpose consistent with the rights and privileges herein granted and, in the sole opinion of the Grantee, which will not interfere with or endanger any of the Pipeline facilities therein or use thereof by the Grantee, its agents or contractors. Such reservation by the Grantor shall in no event include the right to construct any buildings or structures, to impound any water, or to plant any trees or shrubs upon the permanent easement. The Grantee, at all times, shall have the perpetual right of ingress and egress over the permanent easement and all existing roads, lanes and trails on the Grantor's adjacent and contiguous properties or by a route that is mutually acceptable to the parties.

The permanent easement shall be in perpetuity. The temporary easements, additional work space easement and additional temporary workspace shall expire upon completion of the initial pipeline construction and restoration of the Easements.

Grantee agrees that the Pipeline will be constructed with at least 36" of soil cover. In areas containing rock the minimum cover shall be 24".

Grantee shall pay Grantor for actual physical damages to land and growing crops occasioned by any future installations, construction, reconstruction, maintenance, operation, inspection, replacement, repair, change in size, upgrade or removal of the Pipeline in the permanent easement. Grantor agrees to execute such other documents as may be reasonably necessary or desirable to give full effect to the intent of the parties hereto and to refrain from any action that is inconsistent with those rights being conveyed herein.

In addition to the consideration paid for this Pipeline Easement, Grantee agrees to pay Grantor for any and all actual physical damages, including but not limited to fences, growing crops and timber which arise from the Grantee's use of the Easements. The term "timber" is defined as trees or the wood grown for commercial sale. However, Grantee shall have the right (without liability for damages) from time to time after the initial construction of the pipeline to re-clear the permanent easement by removing trees, brush, and other obstruction that may interfere with Grantee's use of said easement.

Grantee shall restore the surface of the Easements, as nearly as practicable and permissible, to its prior condition and contour following any disturbance occasioned by construction or use of the Easements by the Grantee, its contractors, or agents.

After the completion and installation of the Pipeline Grantee shall clearly mark the location of its Pipeline with permanent above ground markers in accordance with Federal Department of Transportation regulations.

Grantee agrees to indemnify and hold harmless the Grantor from any claims or suits which may be asserted against the Grantor arising out of the Grantee's, its contractor's, or agent's negligent use of any of the Easements or intentional misconduct. Notwithstanding this, Grantee will not indemnify or hold Grantor harmless for any negligent act(s) or intentional misconduct of the Grantor, its employees, agents, tenants, licensees, or invitees, regardless of fault.

By entering into this Pipeline Easement, Grantor(s) warrants that he/she/it is the sole fee owner(s) of the property herein described and that he/she/it has the authority to convey said rights and interests to the Grantee. Grantor further agrees to defend, indemnify, and hold harmless the Grantee, its successors and assigns from any and all claims disputing Grantor's legal right to convey this Pipeline Easement to the Grantee as well as all claims for payment or restitution for damages made by a third party. Grantor agrees to reimburse Grantee for its costs, including attorney's fees, in asserting or defending all claims made which dispute the Grantor's legal right to convey its interest pursuant to this Pipeline Easement.

This Pipeline Easement may be assigned in whole or in part by either party.

This Pipeline Easement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, personal representatives, successors and assigns. Similarly, facsimile signatures shall be deemed as an original signature by the enforcing party.

This Pipeline Easement shall be interpreted and enforced in the state where the property described in Exhibit "A" is located. If the easement covers property located in more than one county, venue shall be in the county where the majority of the property geographically exists.

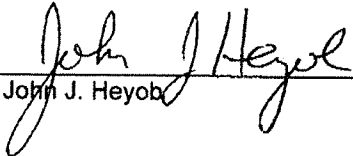
At Grantee's sole discretion, it may replace Exhibit "A" with a more definitive drawing of the Easements and record the same in the County Recorder's Office. The Grantor agrees to fully cooperate and execute any additional documents necessary to facilitate this process. If the Grantee requires additional work space and/or easements or the final survey of the Easements increases the size of the Easements, then an additional payment shall be made to the Grantor on a pro rata basis of the amount set forth in the Settlement Agreement. If the final survey does not increase the size of the Easements or include additional work space/easements, then Grantor shall retain all funds paid to it by Grantee with no refund required.

Additional terms and conditions are set forth in Exhibit "B" attached hereto and made a part hereof and to the extent of any conflict between the provisions of this Agreement and Exhibit "B" the terms of Exhibit "B" shall supersede and control.

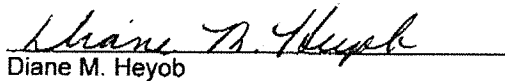
To Have And To Hold the said Pipeline Easement unto the said Grantee, his heirs, successors and assigns, so long as the same shall be used or useful for the purposes stated herein forever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand this 9 day of July, 2008.

GRANTOR(S):

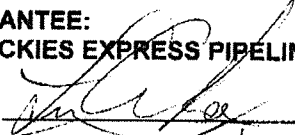


John J. Heyob



Diane M. Heyob

GRANTEE:
ROCKIES EXPRESS PIPELINE LLC

By: 

Print Name: Eyle Foy

Title: Right of way Agent

STATE OF Indiana)
COUNTY OF Franklin) ss.

Before me, a Notary Public in and for said County and State, personally appeared John J. Heyob, who acknowledged the execution of the foregoing instrument to be his voluntary act and deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 9 day of July, 2008.



Lyle Roy
SEAL
Notary Public, State of Indiana
My Commission Expires
October 15, 2015

Lyle Roy
Notary Public
Printed: _____

Residing in Madison County, IN

My Commission Expires: _____

STATE OF Indiana)
COUNTY OF Franklin) ss.

Before me, a Notary Public in and for said County and State, personally appeared Diane M. Heyob, who acknowledged the execution of the foregoing instrument to be her voluntary act and deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 9 day of July, 2008.



Lyle Roy
SEAL
Notary Public, State of Indiana
My Commission Expires
October 15, 2015

Lyle Roy
Notary Public
Printed: _____

Residing in Madison County, IN

My Commission Expires: _____

STATE OF Indiana)
COUNTY OF Madison) ss.

Before me, a Notary Public in and for said County and State, personally appeared Lyle Roy, who acknowledged the execution of the foregoing instrument on behalf of Rockies Express Pipeline LLC, to be his/her voluntary act and deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 15 day of July, 2008.

Judy Key
Notary Public
Printed: Judy Key
Residing in MADISON County, IN
My Commission Expires: 4-21-09

TENANT'S CONSENT

In consideration of ten dollars (\$10.00), the receipt of which is hereby acknowledged, the undersigned being a tenant of all or a part of the Easement property as described above, hereby consents to the foregoing Pipeline Easement and agree that Tenant's rights to the Easements' property shall be subordinate to this Agreement and the Grantee's rights contained herein.

Executed this ____ day of _____, 2008.

TENANT:

By: _____

Printed Name: _____

STATE OF _____)

COUNTY OF _____) ss.

Before me, a Notary Public in and for said County and State, personally appeared

_____, who acknowledged the execution of the foregoing Tenant's Consent provision to be his/her voluntary act and deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this ____ day of _____, 2008.

Notary Public
Printed: _____

Residing in _____ County, Indiana

My Commission Expires: _____

I affirm, under the penalty of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

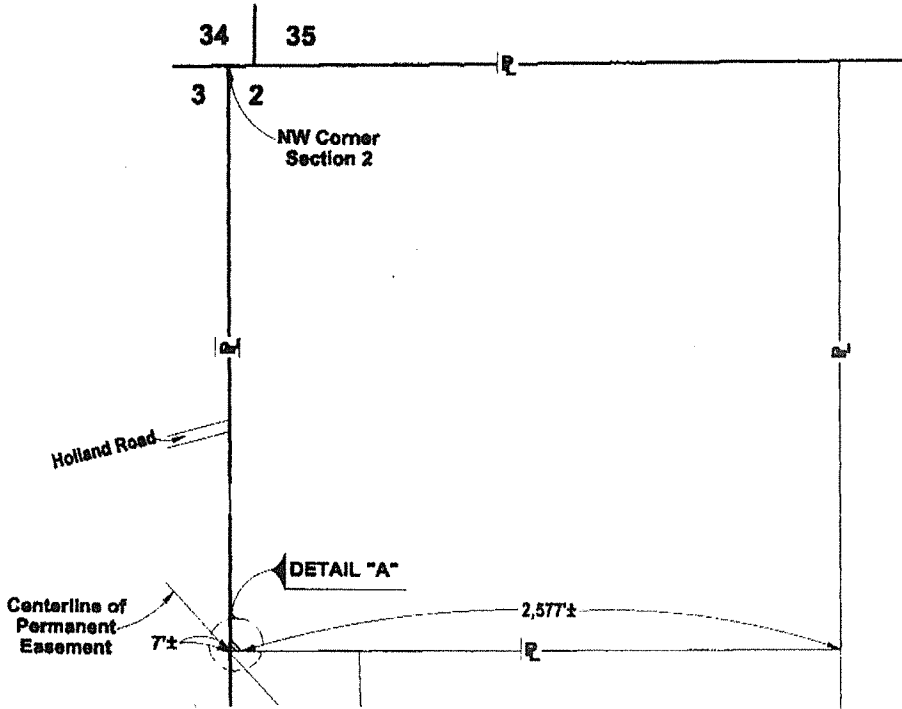
Pat Solomon

Return Documents and send Tax Statements to:

Rockies Express Pipeline, LLC
2465 East Federal Drive
Decatur, IL 62526

This instrument prepared by Timothy J. Knapp, Esq., Knapp & Associates, P.C., 1775 Sherman Street, 31st Floor, Denver, Colorado, 80203.

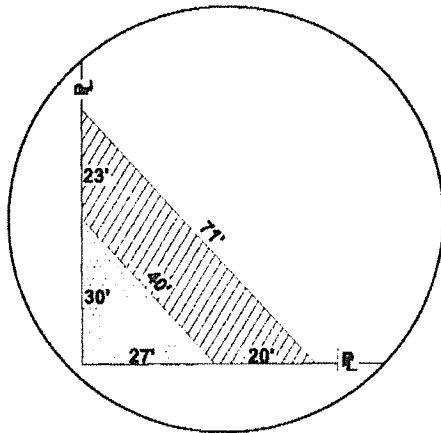
Franklin County, Indiana
T 8 N R 2 W, SEC. 2



IN - FR - 137.N01

John J. & Diane M. Heyob

Easement Length = 0' ±
Rods = 0 ±
Permanent Easement = 0.01 Ac. ±
Temporary Easement = 0.02 Ac. ±
Additional Temporary Work Space = 0.00 Ac. ±



DETAIL "A"
NTS

NOTE:
INFORMATION SHOWN
IS NOT A SURVEY.
REF.: 1280-D-100-148
Measurements to monumented
corners are approximate.

LEGEND





-  Permanent Easement
-  Temporary Easement

Exhibit "A"

			 GULF INTERSTATE ENERGY SERVICES HOUSTON, TEXAS	 Rockstar Express Pipeline
	DATE	BY	CDL	09-11-07
	DATE	BY	CDL	09-11-07
	ISSUED FOR R/W ACQUISITION	C.D.L.	09/11	
			PROPOSED PIPELINE EASEMENT & TEMPORARY EASEMENT CROSSING THE PROPERTY OF John J. & Diane M. Heyob Franklin County, Indiana	

Tract Number: IN-FR-137.N01

Exhibit "B"

This agreement shall be subject to the following additional terms and conditions:

- 1. Exclusive Use (Easement):** Grantee agrees that this Pipeline Easement Agreement is for placement of one 42-inch pipeline for the transportation of natural gas only, and that no other utility will be allowed to use said easement without the express written consent of the then record holder of land.
- 2. Abandonment (Easement Termination):** After the construction of the pipeline, should the easement described in the Pipeline Easement Agreement not be used for a twenty-four (24) consecutive months, then the easement shall be considered abandoned and all rights granted hereunder shall revert back to the then record holder of land, and this agreement shall be of no further force or effect. In the event of abandonment the Grantee shall not be required to remove its pipeline or the appurtenances thereto, but shall abandon the same in place; in which case, the Grantee shall have no further responsibility or liability to the Grantor, his Tenant, or any third party.
- 3. Pipeline Facilities Crossing:** Grantor reserves the right to cross said Permanent Easement with roads, electrical, sewer, cable TV, telephone, water, storm sewer and internet to be constructed at the Grantor's sole expense, provided said roads, electrical, sewer, cable TV, telephone, water, storm sewer and internet is in compliance with the provisions of Title 49 Code of Federal Regulations (CFR), Part 192.325, "and that the depth of cover over the pipeline is not diminished during construction and the use of the road, and all" crossings of Grantee's natural gas pipeline shall "conform with" the Kinder Morgan, Inc. Operating and Maintenance Procedures Manual, Procedure 204 titled "Construction Near Company Facilities" and Procedure 200-29 titled "General Guidelines for Design and Construction near Kinder Morgan Operated Facilities" as the same may be amended or revised from time to time. In the event the standards and requirements contained in 49 CFR 192.325 are inconsistent with or less stringent than the Kinder Morgan, Inc. Operating and Maintenance procedures referenced above, then the Kinder Morgan, Inc. Operating and Maintenance procedures shall take precedence and control the applicable activities.
- 4. Aboveground Appurtenances:** Grantee shall cause no above-ground appurtenances to be constructed on this easement, with the exception of mandatory safety and operation appurtenances and appurtenances otherwise deemed necessary for the safe operation of the pipeline, including, without limitation, cathodic test leads, pipeline markers which when possible will be placed in fence lines or road right-of-way lines on the above described land.
- 5. Indiana:** Grantee will provide a minimum of 5 feet of cover over the pipeline where the easement crosses the cropland and USDA classified prime soil.

LR 7/9/08

JH LR 7/9/08

2008002759 EASE \$32.00
07/31/2008 10:22:04A 10 PGS
CAROL L MONROE
FRANKLIN County Recorder IN
Recorded as Presented

16
32

Tract Number: IN-FR-134.001

PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

John J. Heyob and Diane M. Heyob, husband and wife, whose address is 4167 Howard Creek, Okeana, OH 45053, ("Grantor"), for himself/herself, his/her heirs, successors and assigns, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, do(es) hereby grant, convey and confirm unto **Rockies Express Pipeline LLC, a Delaware limited liability company** whose address is 500 Dallas, Suite 1000, Houston, Texas 77002-8022, its successors and assigns ("Grantee"), permanent and temporary easements at the approximate location and dimensions set forth on Exhibit "A" (collectively referred to as the "Easements") to survey, construct, reconstruct, maintain, operate, inspect, renew, repair, remove, replace, change the size of, upgrade, and remove a natural gas pipeline and all related above and below ground appurtenances including cathodic protection (collectively the "Pipeline"), along with additional temporary workspace as may be needed during construction only, in, on, over, under, across, upon and through the following described property situated in the County of Franklin, State of Indiana, to wit:

18.988 Acres, more or less, described as part of the E ½ of the NE ¼ of Sec. 3, T 8N, R 2W, 1st P.M., Franklin County, Indiana, as described in that certain Deed recorded August 3, 2001, in the records of Franklin County, Indiana, at Book 125, Page 180.

The Grantor reserves the right to cultivate, use and occupy said property for any purpose consistent with the rights and privileges herein granted and, in the sole opinion of the Grantee, which will not interfere with or endanger any of the Pipeline facilities therein or use thereof by the Grantee, its agents or contractors. Such reservation by the Grantor shall in no event include the right to construct any buildings or structures, to impound any water, or to plant any trees or shrubs upon the permanent easement. The Grantee, at all times, shall have the perpetual right of ingress and egress over the permanent easement and all existing roads, lanes and trails on the Grantor's adjacent and contiguous properties or by a route that is mutually acceptable to the parties.

The permanent easement shall be in perpetuity. The temporary easements, additional work space easement and additional temporary workspace shall expire upon completion of the initial pipeline construction and restoration of the Easements.

Grantee agrees that the Pipeline will be constructed with at least 36" of soil cover. In areas containing rock the minimum cover shall be 24".

Grantee shall pay Grantor for actual physical damages to land and growing crops occasioned by any future installations, construction, reconstruction, maintenance, operation, inspection, replacement, repair, change in size, upgrade or removal of the Pipeline in the permanent easement. Grantor agrees to execute such other documents as may be reasonably necessary or desirable to give full effect to the intent of the parties hereto and to refrain from any action that is inconsistent with those rights being conveyed herein.

In addition to the consideration paid for this Pipeline Easement, Grantee agrees to pay Grantor for any and all actual physical damages, including but not limited to fences, growing crops and timber which arise from the Grantee's use of the Easements. The term "timber" is defined as trees or the wood grown for commercial sale. However, Grantee shall have the right (without liability for damages) from time to time after the initial construction of the pipeline to re-clear the permanent easement by removing trees, brush, and other obstruction that may interfere with Grantee's use of said easement.

Grantee shall restore the surface of the Easements, as nearly as practicable and permissible, to its prior condition and contour following any disturbance occasioned by construction or use of the Easements by the Grantee, its contractors, or agents.

After the completion and installation of the Pipeline Grantee shall clearly mark the location of its Pipeline with permanent above ground markers in accordance with Federal Department of Transportation regulations.

Grantee agrees to indemnify and hold harmless the Grantor from any claims or suits which may be asserted against the Grantor arising out of the Grantee's, its contractor's, or agent's negligent use of any of the Easements or intentional misconduct. Notwithstanding this, Grantee will not indemnify or hold Grantor harmless for any negligent act(s) or intentional misconduct of the Grantor, its employees, agents, tenants, licensees, or invitees, regardless of fault.

By entering into this Pipeline Easement, Grantor(s) warrants that he/she/it is the sole fee owner(s) of the property herein described and that he/she/it has the authority to convey said rights and interests to the Grantee. Grantor further agrees to defend, indemnify, and hold harmless the Grantee, its successors and assigns from any and all claims disputing Grantor's legal right to convey this Pipeline Easement to the Grantee as well as all claims for payment or restitution for damages made by a third party. Grantor agrees to reimburse Grantee for its costs, including attorney's fees, in asserting or defending all claims made which dispute the Grantor's legal right to convey its interest pursuant to this Pipeline Easement.

This Pipeline Easement may be assigned in whole or in part by either party.

This Pipeline Easement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, personal representatives, successors and assigns. Similarly, facsimile signatures shall be deemed as an original signature by the enforcing party.

This Pipeline Easement shall be interpreted and enforced in the state where the property described in Exhibit "A" is located. If the easement covers property located in more than one county, venue shall be in the county where the majority of the property geographically exists.

At Grantee's sole discretion, it may replace Exhibit "A" with a more definitive drawing of the Easements and record the same in the County Recorder's Office. The Grantor agrees to fully cooperate and execute any additional documents necessary to facilitate this process. If the Grantee requires additional work space and/or easements or the final survey of the Easements increases the size of the Easements, then an additional payment shall be made to the Grantor on a pro rata basis of the amount set forth in the Settlement Agreement. If the final survey does not increase the size of the Easements or include additional work space/easements, then Grantor shall retain all funds paid to it by Grantee with no refund required.

Additional terms and conditions are set forth in Exhibit "B" attached hereto and made a part hereof and to the extent of any conflict between the provisions of this Agreement and Exhibit "B" the terms of Exhibit "B" shall supersede and control.

To Have And To Hold the said Pipeline Easement unto the said Grantee, his heirs, successors and assigns, so long as the same shall be used or useful for the purposes stated herein forever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand this 9 day of July, 2008.

GRANTOR(S):

John J. Heyob
John J. Heyob

Diane M. Heyob
Diane M. Heyob

GRANTEE:
ROCKIES EXPRESS PIPELINE LLC

By: [Signature]

Print Name: Kyle Roy

Title: Right of Way Agent

STATE OF Indiana)
COUNTY OF Franklin) ss.

Before me, a Notary Public in and for said County and State, personally appeared Jonn J. Heyob, who acknowledged the execution of the foregoing instrument to be his voluntary act and deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 9 day of July, 2008.



Lyle Roy
SEAL
Notary Public, State of Indiana
My Commission Expires
October 15, 2015

Notary Public
Printed: _____

Residing in Madison County, Indiana

My Commission Expires: _____

STATE OF Indiana)
COUNTY OF Franklin) ss.

Before me, a Notary Public in and for said County and State, personally appeared Diane M. Heyob, who acknowledged the execution of the foregoing instrument to be her voluntary act and deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 9 day of July, 2008.



Lyle Roy
SEAL
Notary Public, State of Indiana
My Commission Expires
October 15, 2015

Notary Public
Printed: _____

Residing in Madison County, Indiana

My Commission Expires: _____

STATE OF Indiana)
COUNTY OF Madison) ss.

Before me, a Notary Public in and for said County and State, personally appeared Hyle Roy, who acknowledged the execution of the foregoing instrument on behalf of Rockies Express Pipeline LLC, to be his/her voluntary act and deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 15 day of July, 2008.

Judy Key
Notary Public
Printed: JUDY KEY
Residing in MADISON County, IN
My Commission Expires: 4-21-09

TENANT'S CONSENT

In consideration of ten dollars (\$10.00), the receipt of which is hereby acknowledged, the undersigned being a tenant of all or a part of the Easement property as described above, hereby consents to the foregoing Pipeline Easement and agree that Tenant's rights to the Easements' property shall be subordinate to this Agreement and the Grantee's rights contained herein.

Executed this ____ day of _____, 2008.

TENANT:

By: _____

Printed Name: _____

STATE OF _____)
) ss.
 COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing Tenant's Consent provision to be his/her voluntary act and deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this ____ day of _____, 2008.

 Notary Public
 Printed: _____

Residing in _____ County, Indiana

My Commission Expires: _____

I affirm, under the penalty of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

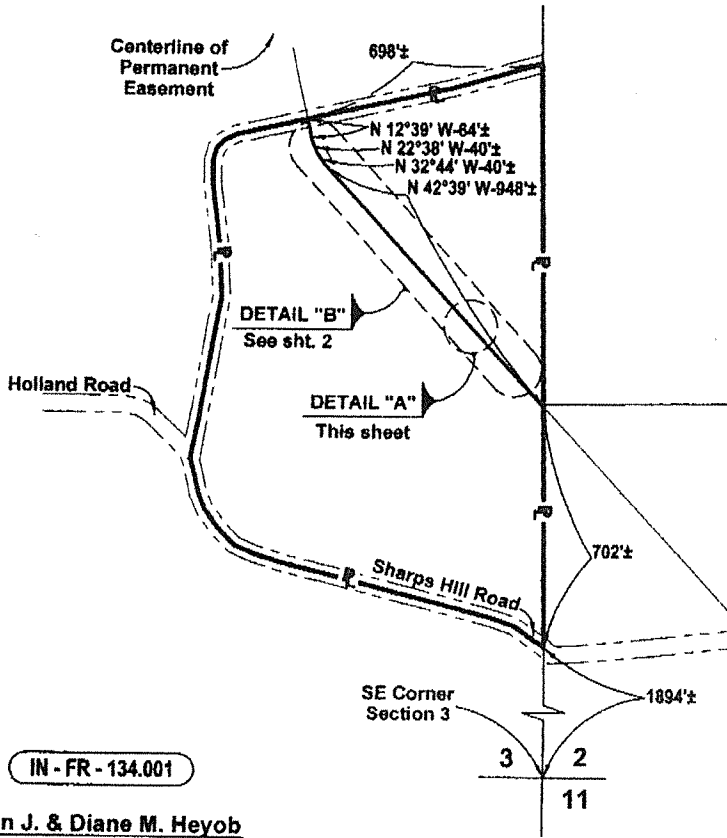
Pat Sallman
Printed Signature

Return Documents and send Tax Statements to:

Rockies Express Pipeline, LLC
2465 East Federal Drive
Decatur, IL 62526

This instrument prepared by Timothy J. Knapp, Esq., Knapp & Associates, P.C., 1775 Sherman Street, 31st Floor, Denver, Colorado, 80203.

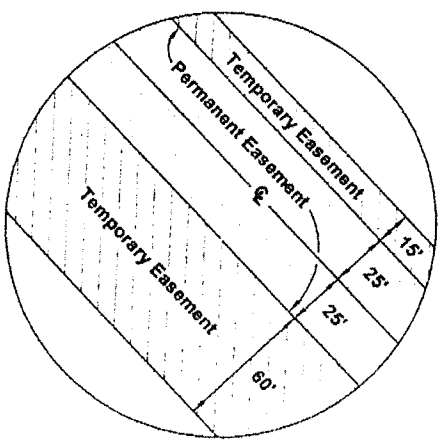
Franklin County, Indiana
T 8 N R 2 W, SEC. 3



IN - FR - 134.001

John J. & Diane M. Heyob

Easement Length = 1092' ±
Rods = 66.18 ±
Permanent Easement = 1.25 Ac. ±
Temporary Easement = 1.98 Ac. ±
Additional Temporary Work Space = 0.17 Ac. ±



NOTE:
INFORMATION SHOWN
IS NOT A SURVEY.
REF.: 1280-D-105-148
Measurements to monumented
corners are approximate.
SEE REX-PL-IN-FR-134.001
SHEET 2 OF 2
FOR DETAIL.

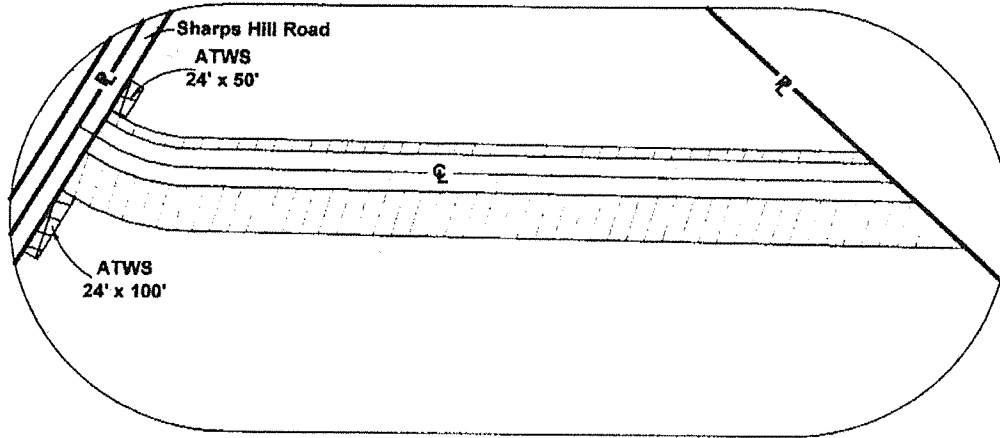
LEGEND

- Temporary Easement
- Permanent Easement

Exhibit "A"

				 GULF INTERSTATE ENGINEERING HOUSTON, TEXAS	 Nacfos Express Pipeline
				DRAWN BY: C.D.I. 05-29-08 CHK: C.D.I. 05-29-08 PROJ. ENGR: PROJ. MGR: CLIENT APP:	PROPOSED PIPELINE EASEMENT & TEMPORARY EASEMENT CROSSING THE PROPERTY OF John J. & Diane M. Heyob Franklin County, Indiana
0	ISSUED FOR R/W ACQUISITION	C.D.I.	05/08	SCALE: 1"=400'	DWR. NO. REX-PL-IN-FR-134.001 SHEET NO. 1 of 2 REV. 0
CADDS NAME: REX-PL-IN-FR-134.001					

Franklin County, Indiana
T 8 N R 2 W, SEC. 3



DETAIL "B"
NTS

NOTE:
INFORMATION SHOWN
IS NOT A SURVEY,
REF.: 1280-D-105-146
SEE REX-PL-IN-FR-134.001
SHEET 1 OF 2

LEGEND

- Temporary Easement
- Permanent Easement
- Additional Temporary Work Space

Page 2
Exhibit "A"

				OWN. BY:	C.D.I.	05-29-08	PROPOSED PIPELINE EASEMENT & TEMPORARY EASEMENT CROSSING THE PROPERTY OF John J. & Diane M. Hayob Franklin County, Indiana
				CHK:	C.D.I.	05-29-08	
				PROJ. ENGR:			
				PROJ. MGR:			
				CLIENT APP:			
0	ISSUED FOR R/W ACQUISITION	C.D.I.	05/08				
NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D	SCALE: NTS	DWS. NO. REX-PL-IN-FR-134.001 SH. NO. 2 of 2 REV. 0

CADRS NAME: REV-DI-11-12-114.DWG

Tract Number: IN-FR-134.001

Exhibit "B"

This agreement shall be subject to the following additional terms and conditions:

1. **Exclusive Use (Easement):** Grantee agrees that this Pipeline Easement Agreement is for placement of one 42-inch pipeline for the transportation of natural gas only, and that no other utility will be allowed to use said easement without the express written consent of the then record holder of land.
2. **Abandonment (Easement Termination):** After the construction of the pipeline, should the easement described in the Pipeline Easement Agreement not be used for a twenty-four (24) consecutive months, then the easement shall be considered abandoned and all rights granted hereunder shall revert back to the then record holder of land, and this agreement shall be of no further force or effect. In the event of abandonment the Grantee shall not be required to remove its pipeline or the appurtenances thereto, but shall abandon the same in place; in which case, the Grantee shall have no further responsibility or liability to the Grantor, his Tenant, or any third party.
3. **Pipeline Facilities Crossing:** Grantor reserves the right to cross said Permanent Easement with roads, electrical, sewer, cable TV, telephone, water, storm sewer and internet to be constructed at the Grantor's sole expense, provided said roads, electrical, sewer, cable TV, telephone, water, storm sewer and internet is in compliance with the provisions of Title 49 Code of Federal Regulations (CFR), Part 192.325, "and that the depth of cover over the pipeline is not diminished during construction and the use of the road, and all" crossings of Grantee's natural gas pipeline shall "conform with" the Kinder Morgan, Inc. Operating and Maintenance Procedures Manual, Procedure 204 titled "Construction Near Company Facilities" and Procedure 200-29 titled "General Guidelines for Design and Construction near Kinder Morgan Operated Facilities" as the same may be amended or revised from time to time. In the event the standards and requirements contained in 49 CFR 192.325 are inconsistent with or less stringent than the Kinder Morgan, Inc. Operating and Maintenance procedures referenced above, then the Kinder Morgan, Inc. Operating and Maintenance procedures shall take precedence and control the applicable activities.
4. **Aboveground Appurtenances:** Grantee shall cause no above-ground appurtenances to be constructed on this easement, with the exception of mandatory safety and operation appurtenances and appurtenances otherwise deemed necessary for the safe operation of the pipeline, including, without limitation, cathodic test leads, pipeline markers which when possible will be placed in fence lines or road right-of-way lines on the above described land.
5. **Indiana:** Grantee will provide a minimum of 5 feet of cover over the pipeline where the easement crosses the cropland and USDA classified prime soil.

hr 7/9/08

JH ck 7/9/08

EASEMENT #11186-----\$1.00

Name Carl Himes
Address Brookville; Rt. #5
Indiana

Eas. No. 81
Drg. No. _____

Map No. 1599
W.O. 521/8801

THIS INDENTURE, made this 24th day of June, 1952, by and between Carl Himes and Thelma Himes his wife of the County of Franklin, State of Indiana, parties of the first part, and INDIANA & MICHIGAN ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Indiana, party of the second part.

WITNESSETH: That for and in consideration of the sum of One Dollar in hand paid to the parties of the first part by the party of the second part, the receipt of which is hereby acknowledged, said parties of the first part hereby grant, bargain, sell, convey, and warrant to the party of the second part, its successors and assigns forever, a right of way and easement with the right, privilege, and authority to said party of the second part, its successors, assigns, lessees, and tenants to construct, erect, operate and maintain a line of towers and wires for the purpose of transmitting electric or other power, in, on, along, over, through or across the following described lands situated in Brookville Township, in the County of Franklin, in the State of Indiana, and part of Section No. 2 Township No. 8 North and Range No. 2 West and bounded:

- On the North by the lands of Paul and Beatrice Shank
- On the East by the East Line Section #2
- On the South by the lands of Bent Reese and Edward Benefeld
- On the West by the lands of Bent Reese and Frank Schuck

OVER HANG ONLY

TOGETHER with the right to said party of the second part, its successors and assigns, to place, erect, maintain, inspect, add to the number of, and relocate at will, towers, crossarms or fixtures, and string wires and cables, adding thereto from time to time, across, through or over the above described premises, to cut and, at its option, remove from said premises or the premises of the parties of the first part adjoining the same on either side, any trees, overhanging branches or other obstructions which may endanger the safety or interfere with the use of said towers or fixtures or wires attached thereto or any structure on said premises, and the right of ingress and egress to and over said above described premises and any of the adjoining lands of the parties of the first part, at any and all times, for the purpose of patrolling the line, for repairing, renewing or adding to the number of said towers, structures, fixtures and wires, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted, also the privilege of removing at any time any or all of said improvements erected upon, over, or on said land, together with the rights, easements, privileges and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted; provided however, the said INDIANA & MICHIGAN ELECTRIC COMPANY, its successors or assigns, shall further pay to me/us or my/our heirs or assigns, the sum of Fifty Dollars (\$50.00) for each tower erected on said lands, hereinbefore described, from time to time, whenever and as soon as any towers are erected thereon. Grantee will immediately repair or replace all fences, gates, drains and ditches damaged or destroyed by it on said premises or pay Grantor all damages done to the fences, drains, ditches, crops and stock on the premises herein described, caused by the construction, operation and maintenance of said lines. It is understood and agreed between the parties hereto that no building or structure shall be placed by the grantor herein, their heirs, successors, lessees, or assigns, under of within fifty (50) feet (measured horizontally) of any tower or wire to be constructed over said premises. All claim for damages caused in the operation and maintenance of said lines, shall be made at or mailed to the office of the Grantee at Fort Wayne, Indiana, within thirty days after such damages accrue. If Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrated. Any trees cut will be paid for by Board Measure, using Scribner's Lumber Rules, at the market price in vicinity, and this indenture contains all agreement, expressed or implied, between the parties hereto.

TO HAVE AND TO HOLD the same unto said party of the second part, its successors and assigns.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands the day and year first above written.

Signed and Acknowledged in the presence of:
ROBERT W. AUMAN
Robert W. Auman.

CARL HIMES
Carl Himes
THELMA HIMES
Thelma Himes

THE STATE OF INDIANA, FRANKLIN COUNTY, SS:

Before me Robert W. Auman, a Notary Public in and for said County and State, this 24th day of June, 1952, personally appeared the above named Carl Himes and Thelma Himes, his wife, and acknowledged the execution of the annexed deed of easement.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year above written.

My commission expires June 11, 1956.
(Notarial Seal)

ROBERT W. AUMAN
Robert W. Auman, Notary Public.

Recorded July 28-1952-11:40 A.M.

R. W. Auman
Notary Public, Franklin County.

EASEMENT #11187-----\$1.00

Name Paul Shank
Address Brookville, R. #5
Indiana

Eas. No. 83
Drg. No. _____

Map No. 1599
W.O. 521/8801

THIS INDENTURE, made this 24th day of June, 1952 by and between Paul Shank, widower, of the County of Franklin, State of Indiana, party of the first part, and INDIANA & MICHIGAN ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Indiana, party of the second part.

WITNESSETH; That for and in consideration of the sum of One Dollar in hand paid to the party of the first part by the party of the second part, the receipt of which is hereby acknowledged, said party of the first part hereby grants, bargains, sells, conveys, and warrants to the party of the second part, its successors and assigns forever, a right of way and easement with the right, privilege, and authority to said party of the second part, its successors,