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**GRANT OF PIPELINE EASEMENT AGREEMENT**

620104482

This Grant of Pipeline Easement Agreement (this "Agreement") is made by and between **EXPLORER PIPELINE COMPANY**, a Delaware corporation ("Grantee"), and **BUCKEYE TERMINALS, LLC**, a Delaware limited liability company ("Grantor")

**WITNESSETH**

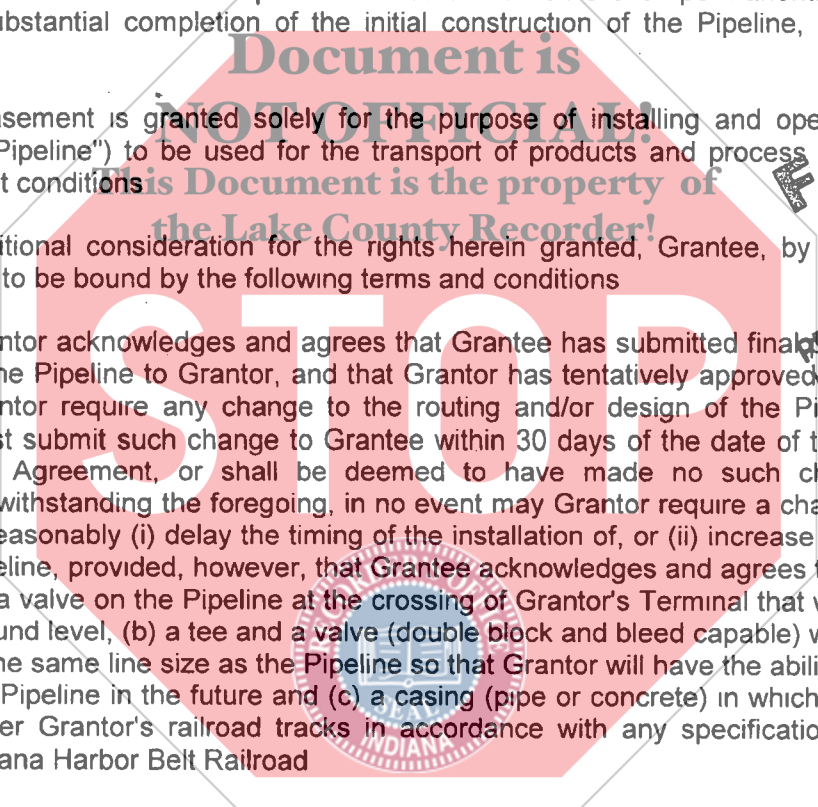
For and in consideration of the sum of ten dollars (\$10 00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, warrant, and convey unto Grantee a non-exclusive right of way and easement (the "Easement"), subject to the terms and conditions set forth below, to construct, reconstruct, replace, repair, operate, maintain, and remove a pipeline through a certain portion of real property (the "Easement Area") owned by Grantor and located in East Chicago, Indiana ("Grantor's Property"), and acquired by deed signed November 13, 2009 and delivered November 18, 2009, recorded on January 27, 2010, in Deed Book 2010, Page 004854. Grantor's Property is more particularly described on Exhibit A hereto. The Easement Area is more particularly described Exhibit B hereto, provided, however, that, during period of the initial construction of the Pipeline and only during the period of the initial construction of the Pipeline, the Easement Area shall also include the workspace identified on Exhibit C. Grantee's right to access or otherwise use the workspace identified on Exhibit C shall permanently cease on the earlier of (i) substantial completion of the initial construction of the Pipeline, or (ii) June 20, 2012.

The Easement is granted solely for the purpose of installing and operating a single pipeline (the "Pipeline") to be used for the transport of products and process fluids in liquid form at ambient conditions.

As additional consideration for the rights herein granted, Grantee, by its acceptance hereof, agrees to be bound by the following terms and conditions

- 1) Grantor acknowledges and agrees that Grantee has submitted final plans or design of the Pipeline to Grantor, and that Grantor has tentatively approved same. Should Grantor require any change to the routing and/or design of the Pipeline, Grantor must submit such change to Grantee within 30 days of the date of the recording of this Agreement, or shall be deemed to have made no such change request. Notwithstanding the foregoing, in no event may Grantor require a change that would unreasonably (i) delay the timing of the installation of, or (ii) increase the cost of, the Pipeline, provided, however, that Grantee acknowledges and agrees that it will install (a) a valve on the Pipeline at the crossing of Grantor's Terminal that will be visible at ground level, (b) a tee and a valve (double block and bleed capable) with blind flange of the same line size as the Pipeline so that Grantor will have the ability to connect to the Pipeline in the future and (c) a casing (pipe or concrete) in which to route piping under Grantor's railroad tracks in accordance with any specifications required by Indiana Harbor Belt Railroad
- 2) Grantor may connect to the Pipeline at any time upon notice to Grantee, provided, however, that Grantor must meet all connection criteria and pay for all connection costs. Grantee acknowledges and agrees that its complete connection criteria are

50.  
CF  
DN  
NON-COM



STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
RECORDED  
INDEXED  
FEB 18 2014  
PEGGY HOLING KATONA  
LAKE COUNTY AUDITOR

2014  
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listed in Section 2 of that certain Grantee's shipper's manual available on Grantee's website as of the date of this Agreement.

- 3) With the exception of limited testing periods, the Pipeline may not commence operating until November 1, 2011
- 4) Upon completion of the Pipeline, Grantee shall obtain from a licensed surveyor an "as-built" survey of the centerline of the Pipeline as constructed. The surveyor shall prepare a certified plot and field notes describing said centerline and such information shall be supplied to the Grantor. The centerline will be the centerline of the Easement across Grantor's Property with a width equal to the outside diameter of the Pipeline installed. Grantee shall prepare an amendment to this Agreement substituting such as-built descriptions and plots for those referred to on Exhibit "A" attached hereto, which amendment shall be executed by the Grantor and Grantee and recorded by Grantee. Grantee shall provide Grantor with a copy of said Agreement with recording information affixed
- 5) Throughout the duration of the fifteen (15) years immediately following the recording date of this Agreement, the directional flow of products and/or process stocks through the Pipeline may only travel from Grantee's Hammond, Indiana facility, or from Grantor's facility ("Grantor's Terminal") located on Grantor's Property, towards the so-called BP Whiting Refinery, located in Whiting, Indiana. Upon the expiration of such fifteen (15) year time period, there shall be no limitation on the directional flow of products and/or process stocks through the Pipeline
- 6) Grantor herein retains the right to fully use and enjoy the Easement Area, except as the same may be necessary for the purposes herein granted. In the event Grantor determines, in its sole and absolute discretion, that its business or operations will require the relocation of any portion of the Pipeline, Grantor shall provide Grantee with a notice of relocation, provided that in order to be effective, such notice of relocation must identify a suitable alternative non-exclusive right of way across Grantor's Property, to be conveyed via recorded easement agreement to Grantee at no additional cost (and subject to the terms herein) and, within ninety (90) days of having received such relocation notice, Grantee shall have removed its Pipeline and any related improvements and restored the surface of the Easement Area as nearly as practicable to the condition thereof prior to the removal of the Pipeline, and the Parties shall share these relocation costs equally
- 7) Grantee must obtain from Grantor specific written approval of each item of accessory equipment to be associated with or installed on the Pipeline subsequent to the installation of the Pipeline
- 8) Grantee shall at all times conduct the maintenance operation, repair, construction, reconstruction, replacement, and removal of the Pipeline in such a manner as to minimize the extent of damage to the surface of the Easement Area and so as not to materially interfere with the operations of Grantor
- 9) Grantee shall be liable for all costs, expenses, and losses incurred by Grantor resulting from any temporary or permanent alterations, changes, or physical

damages to any of Grantor's Property, structures or improvements located on or near the Easement Area that are made necessary by, or are a result of the construction, reconstruction, replacement, maintenance, operation, or removal of the Pipeline or any other use consistent with the purpose of the Easement by Grantee

- 10) Grantor further reserves the right to construct pipelines, cables, conduits, and other transmission devices crossing over, parallel to, or under Grantee's Pipeline and related facilities and to grant such rights to third parties. Grantor or such third parties shall notify Grantee of its plans to cross or otherwise occupy Grantee's Easement at least forty-eight (48) hours in advance of such work. If law or regulation required the removal, reconstruction, alteration, or change in the location of the Pipeline, Grantee shall, at Grantee's sole cost and expense, make the changes to the Pipeline or Pipeline location requested by Grantor as a result of such law or regulation in a manner satisfactory to Grantor, within ninety (90) days after receiving written notice from Grantor to make such changes and receipt of all necessary permits. Following any substantial change in the location of the Pipeline made necessary by this Paragraph or any other Paragraph in this Agreement, Grantor and Grantee agree to amend this Easement to accommodate the change in location of the Pipeline
- 11) Grantee recognizes and agrees that Grantor retains the dominant estate in all of the Easement Area, with the exception of the rights granted here within. The Easement is subject to all valid existing easements, rights, leases, licenses, reservations, and encumbrances, which are of record or that are visible upon the Easement Area
- 12) Grantee will indemnify Grantor for any costs, including attorneys' fees, or other liability or expense incurred by Grantor in connection with the use or occupancy of the Easement Area by Grantee, including but not limited to the repair, maintenance, construction, or operation of the Pipeline. Grantee will be responsible for disposal of any soil or other materials disturbed during construction of the Pipeline, regardless of the waste's characteristics (non-hazardous or hazardous) and will be responsible for insuring that Grantee's employees and/or contractors are equipped with appropriate personal protective equipment or other equipment as site conditions warrant; provided, however, that in no event shall Grantee be required to indemnify Grantor for Grantor's sole negligence or willful misconduct. Grantee will not be responsible for any pre-existing environmental conditions (other than disposal of any soil or other materials disturbed during construction of the Pipeline), provided, however, that Grantee (i) covenants that neither Grantee, nor any contractor, agent of or other party affiliated with Grantee, will disclose any chemical analyses of any portion of the soil or other materials disturbed during construction of the Pipeline, except as required to profile waste into commercial disposal facilities, and (ii) further covenants that it will indemnify Grantor for any losses or expenses incurred by Grantor in the event of a breach of the covenant set forth in subsection (i) of this paragraph
- 13) Waste materials will be disposed of at a mutually-approved and appropriately licensed off-site disposal facility. Grantor will bear all costs associated with the treatment of any recovered groundwater that may be encountered during dewatering for construction of the Pipeline. Grantee will bear all costs associated with containing any groundwater and removing solids (via settling or filtration) prior to transfer to the Grantor owned groundwater treatment system. Grantee agrees to

coordinate the transfer of any groundwater to Grantor's treatment system at least 24-hours in advance so that Grantor can arrange for appropriate personnel to be onsite to accept such groundwater. Grantee will bear all costs associated with the disposal of all solids generated during the dewatering efforts. Grantee acknowledges and agrees that Grantor not accept any liquids associated with horizontal drill activities. Disposal of liquids, soil, and/or drilling mud generated during horizontal drilling activities will be the sole responsibility of Explorer.

- 14) Grantee shall be responsible for and shall pay all taxes, assessments, real estate taxes, personal property taxes, pollution or spill taxes, fees, permits, licenses, etc. arising from or connected to the existence, operation, or abandonment of the Pipeline.
- 15) In the event Grantee fails or refuses to comply with or perform any of the terms and conditions set forth in this Agreement, Grantee, having previously been notified in writing of such failure by Grantor and having been provided thirty (30) days thereafter to cure (and an additional period of time if such period is necessary for cure but in no event longer than ninety (90) days after notice), then in such event, the Easement and all rights granted hereunder shall, at the option of Grantor, terminate, and thereupon revert to Grantor, and Grantor shall have the right forthwith to remove the Pipeline from the Easement Area at the sole cost, expense, and risk of Grantee, which cost and expense includes without limitation the cost and expense of restoring the Easement Area and Grantor's adjacent property as nearly as reasonably possible to its condition prior to the installation of the Pipeline. Upon removal of the Pipeline, Grantor may dispose of the Pipeline and all related materials in whatever manner Grantor deems appropriate without any accounting, payment, or credit whatsoever to Grantee.
- 16) If at any time Grantee ceases to maintain and/or operate the Pipeline for a period of five (5) consecutive years, the Easement may be terminated by declaration of Grantor, and Grantor may thereafter remove Grantee's Pipeline and any other improvements placed by Grantee within the Easement Area, and Grantee shall reimburse Grantor for its expenses incurred in so doing. In no event shall Grantee have any claim for damage against Grantor, its officers, agents, successors or assigns on account of such removal. Grantee, upon request by Grantor, shall execute and deliver to Grantor an appropriate recordable instrument evidencing such termination.
- 17) The rights and obligations under this Agreement shall be binding upon and inure to the benefit of (i) Grantor and its successors and assigns in ownership of Grantor's Property, including the Easement Area, and (ii) Grantee and its successors and assigns in the interest granted by this Easement. No party shall be liable for performance of obligations accruing after the date its ownership of the Easement Area or Pipeline, as the case may be, ceases, but such party shall continue after such time to be liable for the performance of obligations accrued prior to cessation of ownership.

- 18) Grantee may not assign any of its rights or obligations hereunder without the written consent of Grantor, which such consent to be granted or withheld at Grantor's sole and absolute discretion
- 19) During the term hereof and subject to Grantee's common carrier duties under the Interstate Commerce Act, only upon the request by Grantor, Grantee shall provide Grantor with copies of all reports, tests, or claims relating to the condition of the Easement Area or the Pipeline or relating to health or safety of the operation of the Pipeline. Further, Grantor shall have the right to audit the Pipeline operation at any time by providing five (5) business days' notice to Grantee
- 20) At all times during the term hereof, Grantee and all contractors or agents of Grantee entering upon any portion of Grantor's Property pursuant to the terms of the Easement for any reason shall maintain the following insurance coverages with insurers reasonably satisfactory to Grantor and upon the full execution of this Agreement and at each annual anniversary date thereafter shall provide Grantor with certificates evidencing all of the following coverage
- a. Commercial General Liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) combined single limit, and Two Million Dollars (\$2,000,000.00) in the aggregate, including contractual liability insurance to cover the indemnities set for herein
  - b. Auto Liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) combined single limits including owned, non-owned and hired vehicle coverage
  - c. Workers' Compensation insurance at statutory limits and Employers Liability Insurance at One Million Dollars (\$1,000,000.00) (both including Longshoremen's and Harbor Worker's coverage)
  - d. Pollution Liability insurance in the minimum amount of Five Million Dollars (\$5,000,000.00) per occurrence and in the aggregate
- 21) Except for Workers' Compensation, all such policies (and any property insurance policies which cover the Pipeline) shall contain an endorsement waiving subrogation against Grantor and all certificates shall note such endorsement. All certificates shall further name Grantor as an additional insured, and such certificates shall provide for ten (10) days' written notice of cancellation of the insurance and shall be addressed as set forth in Paragraph 23 hereof. All such certificates must be delivered to Grantor a minimum of seven (7) business days prior to Grantee, or Grantee's contractors or agents, if applicable, entry onto Grantor's Property in accordance with the terms of this Agreement.

22) Notices to be given hereunder shall be deemed properly served when delivered personally or by certified mail as follows

To Grantee:

Explorer Pipeline Company  
Attn  
6846 South Canton Ave  
Suite 300  
Tulsa, OK 74136

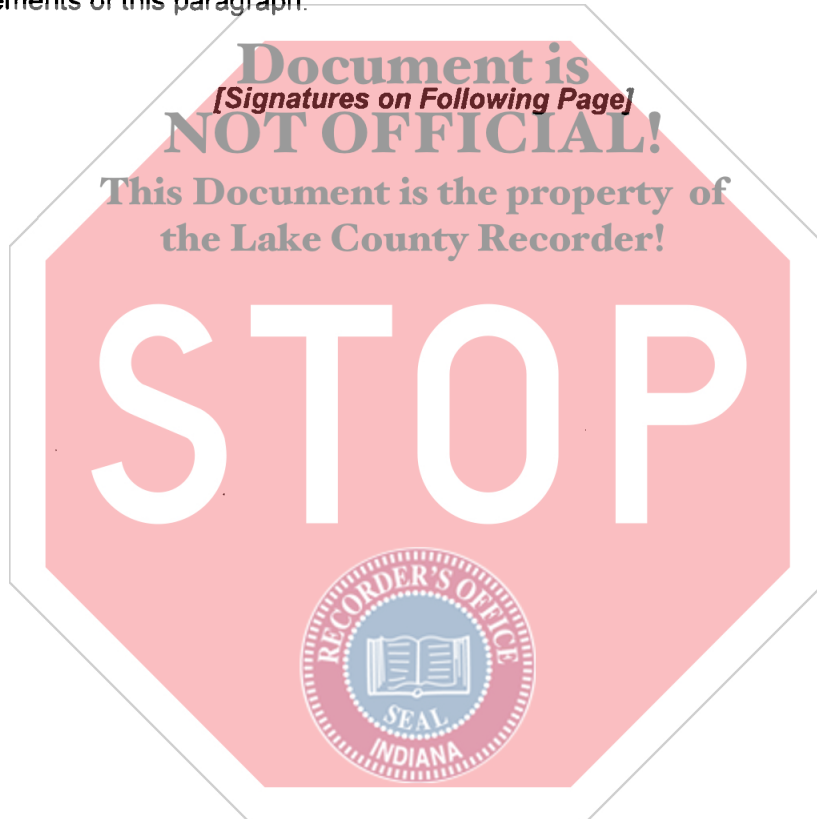
To Grantor:

Buckeye Terminals, LLC  
One Greenway Plaza  
Suite 600  
Houston, TX 77046  
Attention General Counsel

**And to:**

Buckeye Terminals, LLC  
5 TEK Park  
9999 Hamilton Boulevard  
Breinigsville, PA 18031  
Attention: Right-of-Way Department

Or in either case at such other address as shall be specified in a notice meeting the requirements of this paragraph.



IN WITNESS WHEREOF, this Agreement has been executed by the parties on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, thereto

GRANTOR:  
BUCKEYE TERMINALS, LLC

By *Robert A. Malecky*

Printed: Robert A. Malecky

Its. V.P., Customer Services

GRANTEE:  
EXPLORER PIPELINE COMPANY

By *R. E. Sands*

Printed: R. E. SANDS

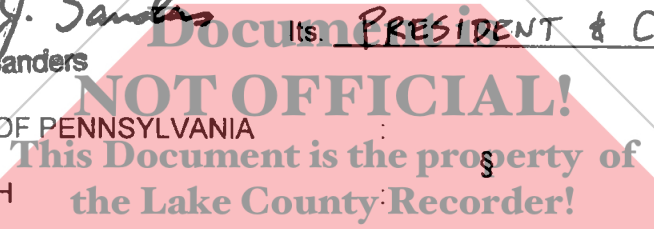
Its. PRESIDENT & C.E.O.

EPL Legal Dept  
Approved as to Form

*William J. Sanders*  
William J. Sanders

COMMONWEALTH OF PENNSYLVANIA

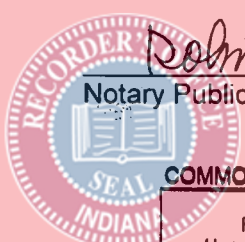
COUNTY OF LEHIGH



On this 3<sup>rd</sup> day of June, 2011, the above-named Robert A. Malecky acting in his/her capacity as V.P., Customer Svcs., personally appeared before me and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of Buckeye Terminals, LLC, a Delaware limited liability company

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

My Commission Expires  
8-4-2013



*Robin Clark*  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Robin L. Clark, Notary Public  
Upper Macungie Twp., Lehigh County  
My Commission Expires Aug. 4, 2013  
Member, Pennsylvania Association of Notaries

STATE OF OKLAHOMA

COUNTY OF Tulsa

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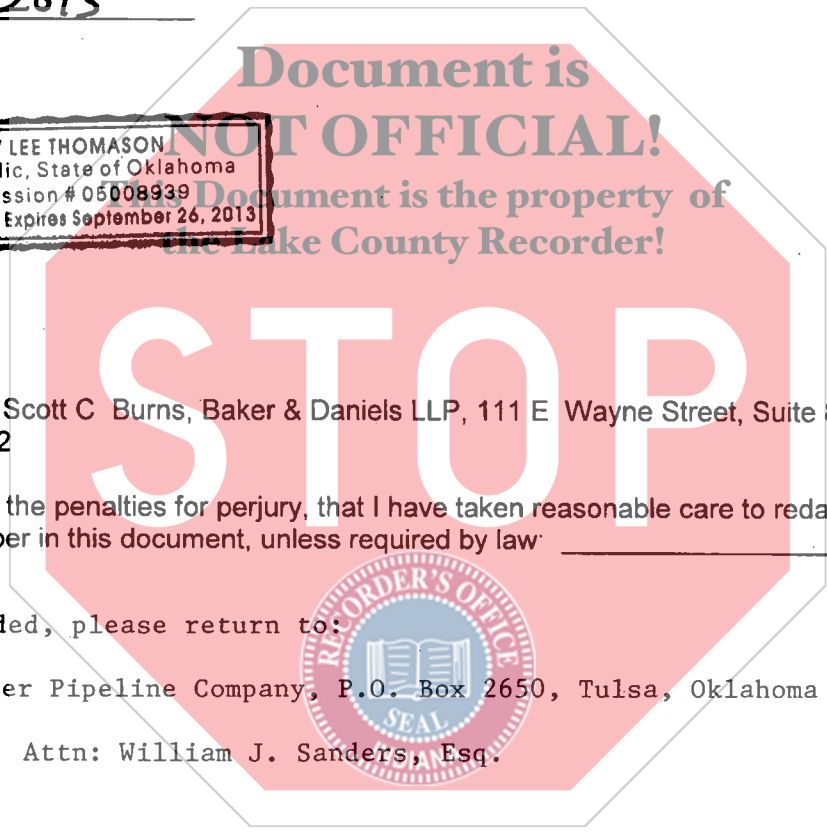
On this 31st day of May, 2011, the above-named R. E. Sanders, acting in his/her capacity as President and CEO, personally appeared before me and acknowledged the foregoing instrument to be his/her act and deed and the free act and deed of Explorer Pipeline Company, a Delaware corporation

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

Mary Lee Thomason  
Notary Public

My Commission Expires  
9-26-2013

MARY LEE THOMASON  
Notary Public, State of Oklahoma  
Commission # 05008939  
My Commission Expires September 26, 2013



Prepared by: Scott C Burns, Baker & Daniels LLP, 111 E Wayne Street, Suite 800, Fort Wayne, Indiana 46802

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law: \_\_\_\_\_

Once recorded, please return to:

Explorer Pipeline Company, P.O. Box 2650, Tulsa, Oklahoma 74101-2650

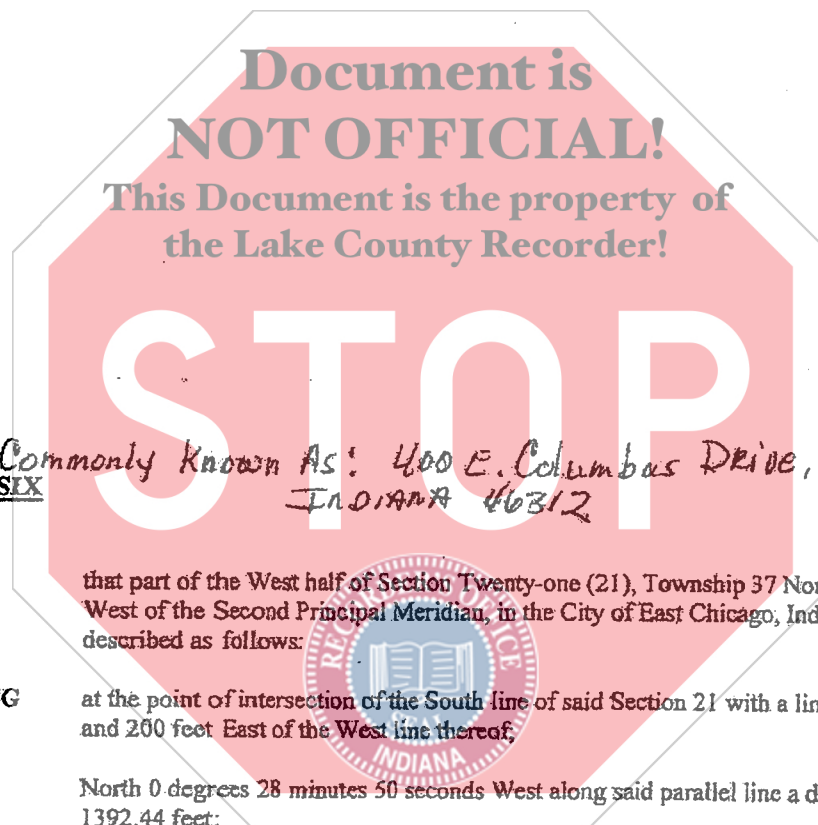
Attn: William J. Sanders, Esq.



**EXHIBIT A**  
**GRANTOR'S PROPERTY**



East Chicago Facility Real Property  
(North Tract)  
(PIN # 45-03-21-351-002.000-024)



PARCEL SIX *Commonly Known As: 400 E. Columbus Drive, East Chicago  
INDIANA 46312*

**BEING** that part of the West half of Section Twenty-one (21), Township 37 North, Range 9 West of the Second Principal Meridian, in the City of East Chicago, Indiana, described as follows:

**BEGINNING** at the point of intersection of the South line of said Section 21 with a line parallel to and 200 feet East of the West line thereof;

**THENCE** North 0 degrees 28 minutes 50 seconds West along said parallel line a distance of 1392.44 feet;

**THENCE** North 46 degrees 26 minutes 20 seconds East on a line parallel to and 950.0 feet Southeasterly measured at right angles from the Southeasterly line of the waterway conveyed to the United States of America by deed dated July 5, 1888, and recorded April 15, 1889, in Deed Record 44, Pages 472 to 475, a distance of 1342.99 feet to a point of tangent with a curved line convex to the North, having a radius of 396.20 feet;

**THENCE** Southeasterly along said curved line a distance of 487.13 feet to a point in a line 55 feet Southwesterly measured at right angles from the Southwesterly line of the 15 foot right of way conveyed to the Chicago Indiana and Southern Railroad Company by deed dated June 20, 1907 and recorded in Deed Record 128, page 219 in the Recorder's Office of Lake County, Indiana;

**THENCE** Southeasterly on last described line 264.60 feet to a point of curve;

**THENCE** Southerly on a curve convex to the East with a radius of 573.68 feet, a distance of 919.65 feet to a point of tangency in the Northwesterly line of the 75 foot Right of Way of the South Chicago and Southern Railroad Company, said point being 627.53 feet Southwesterly of a point 20.01 feet Southwesterly of the 15 foot right of way hereinbefore mentioned;

**THENCE** South 46 degrees 26 minutes 20 seconds West on last described right of way line 683.08 feet to a point on a curve;

**THENCE** continuing along said right of way line on curve, tangent to last mentioned line, convex to the Northwest with a radius of 1183.78 feet, a distance of 966.24 feet to a point of tangent;

**THENCE** South along said right of way line on a line tangent to last mentioned curve, 51.20 feet to the South line of said Section 21;

**THENCE** Westerly along the South line of said Section 21, 732.16 feet to the point of beginning (excepting the South 40 feet thereof dedicated for 141st Street);

**EXCEPTING** from said above described parcel, the following real estate as follows:

**BEING** part of the Southwest Quarter of the Southwest Quarter of Section 21, Township 37 North, Range 9 West of the Second Principal Meridian in East Chicago, Indiana, more specifically described as follows:

**BEGINNING** at a point on the South line of said Section 21, 500.00 feet East of the Southwest corner of said Section 21,

**THENCE** Easterly on said South Section line a distance of 400.0 feet;

**THENCE** Northerly on a line at right angles to said South section line a distance of 240.0 feet;

**THENCE** Westerly on a line parallel to said South Section line a distance of 400.0 feet;

**THENCE**

Southerly a distance of 240 feet to point of beginning (excepting the South 40 feet thereof dedicated for 141st Street),

containing 57.3365 acres, more or less.

( SAID PARCELS FIVE AND SIX BEING THAT SAME LAND CONVEYED TO PHILLIPS PETROLEUM COMPANY PER WARRANTY DEED AND CONVEYANCE OF TERMINAL FACILITIES DATED NOVEMBER 30, 1939, RECORDED IN BOOK 660, PAGE 21 OF LAKE COUNTY DEED RECORDS )



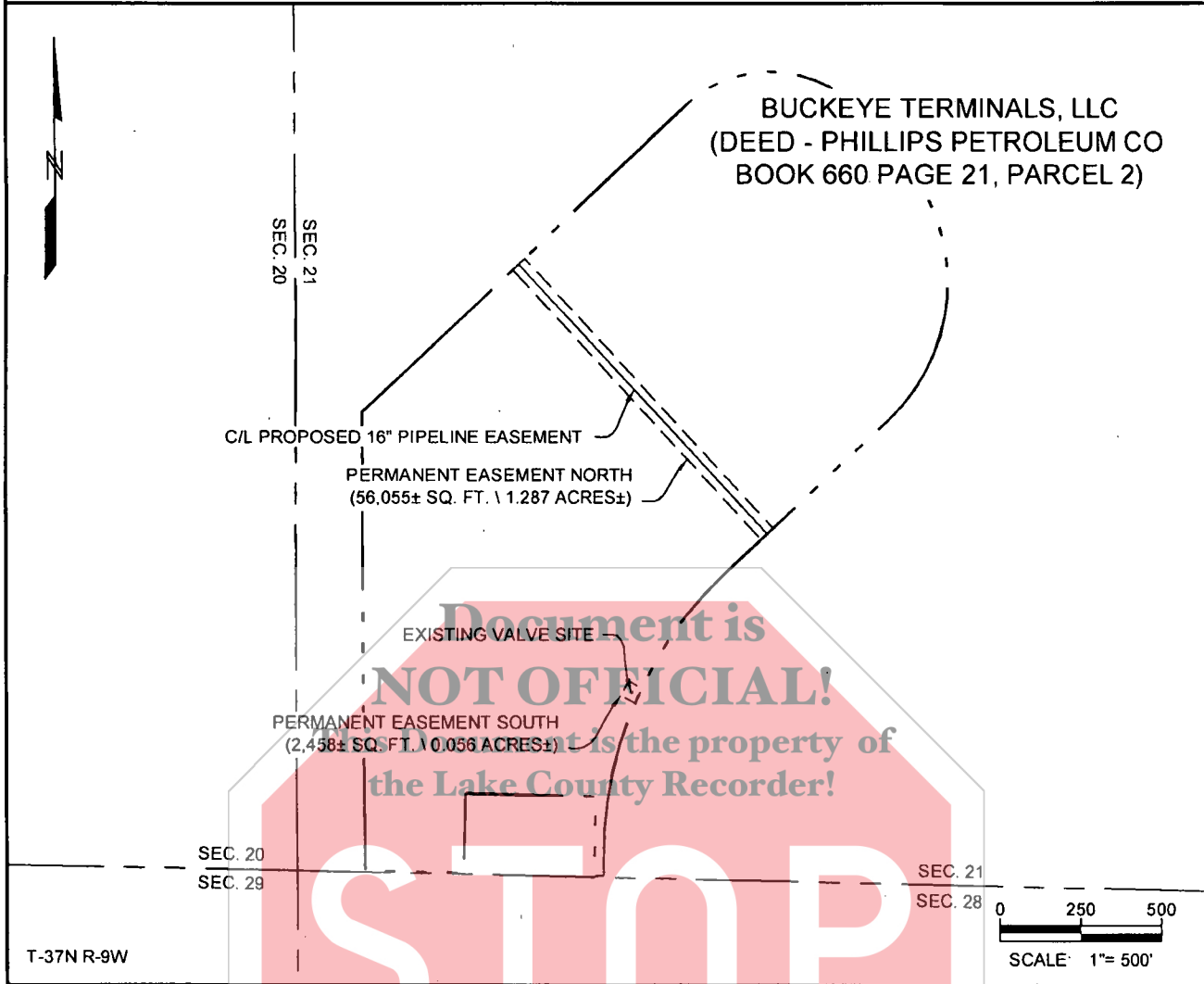
EASEMENT AREA

EXHIBIT B



BDDDB01 6652388v1

**EXHIBIT B**  
**A PORTION OF SECTION 21,**  
**TOWNSHIP 37 NORTH, RANGE 9 WEST,**  
**LAKE COUNTY, INDIANA**



**BUCKEYE TERMINALS, LLC**  
**(DEED - PHILLIPS PETROLEUM CO**  
**BOOK 660 PAGE 21, PARCEL 2)**

**C/L PROPOSED 16" PIPELINE EASEMENT**  
**PERMANENT EASEMENT NORTH**  
**(56,055± SQ. FT. \ 1.287 ACRES±)**

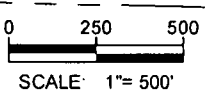
**EXISTING VALVE SITE**

**PERMANENT EASEMENT SOUTH**  
**(2,438± SQ. FT. \ 0.056 ACRES±)**

**SEC. 20**  
**SEC. 29**

**SEC. 21**  
**SEC. 28**

**T-37N R-9W**



**PERMANENT EASEMENT AREA. 58,513± SQ. FT. \ 1.343 ACRES±**

**NOTES:**

1. THE PROPERTY LINES DEPICTED HEREON ARE APPROXIMATE. THEY WERE CONSTRUCTED FROM COUNTY ASSESSOR MAPS AND ARE NOT BASED ON FIELD SURVEY DATA.
2. ALL DISTANCES AND AREAS SHOWN HEREON ARE APPROXIMATE AND ARE NOT BASED ON FIELD SURVEY DATA.

**A.T.W.S. = ADDITIONAL TEMPORARY WORKSPACE**

**PREPARED BY:**

**CH2MHILL**

**CLIENT:**



**REVISIONS**

NO.	DATE	BY	DESCRIPTION
A	10/12/10	KMR	ISSUED FOR REVIEW
B	11/16/10	KMR	REVISED A.T.W.S.
C	01/05/11	KMR	REVISED PER SURVEYED ROUTE
D	01/13/11	KMR	REVISED DRAWING LAYOUT
E	01/14/11	KMR	REVISED PER CENTERLINE DESCRIPTION

**EXHIBIT 'B'**  
**CROSSING PROPERTY OF**  
**BUCKEYE TERMINALS, LLC**  
**45-03-21-351-002 000-024**

<b>DRAWN BY:</b> KMR	<b>DRAWN DATE:</b> 10/12/10	<b>CHECK'D BY:</b> CLJ	<b>PLOT DATE:</b> 01/13/11
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**TRACT # 2 000**

**(E)**  
**REV**



**EXHIBIT "B" – BUCKEYE PARTNERS**

**LEGAL DESCRIPTION**

**Permanent Easement North:**

A 50.00-foot wide strip of land in part of the Southwest Quarter of Section 21, Township 37 North, Range 9 West, in Lake County, Indiana, lying 25.00 feet on each side of the following described Centerline:

Commencing at the southwest corner of said Southwest Quarter; thence South 88 degrees 44 minutes 50 seconds East along the south line of said Southwest Quarter (basis of bearings per Indiana State Plane Coordinates – West Zone) 934.46 feet to the extension of the east line of the tract of land conveyed to Phillips Petroleum Company and described as Parcel 2 in Book 660, Page 21 in the Office of the Recorder of Lake County, Indiana (hereafter referred to as "Phillips tract"), the following three (3) courses are along the east and southeast lines of said Phillips tract and its extension; 1)thence North 00 degrees 02 minutes 44 seconds West 50.46 feet to the point of curve of a curve concave to the southeast having a radius of 1,183.78 feet, the radius point of which bears North 89 degrees 57 minutes 16 seconds East; 2)thence northeasterly along said curve 966.24 feet to a point that bears North 43 degrees 16 minutes 44 seconds West from said radius point, 3)thence North 46 degrees 43 minutes 16 seconds East 183.27 feet to the Point Of Beginning of the Centerline; thence North 42 degrees 59 minutes 43 seconds West 1,121.10 feet to the northwest line of said Phillips tract, being the Terminus of said Centerline. Said Terminus lies North 46 degrees 49 minutes 16 seconds East 655.11 feet from the northwest corner of said Phillips tract.

The sidelines of said 50.00-foot wide strip are extended or shortened to terminate on the southeast and northeast lines of said Phillips tract.

Containing 1.287 Acres (56,055 Square Feet) of land, more or less.

**Permanent Easement South:**

A 50.00-foot wide strip of land in part of the Southwest Quarter of Section 21, Township 37 North, Range 9 West, in Lake County, Indiana, lying 25.00 feet on each side of the following described Centerline:

Commencing at the southwest corner of said Southwest Quarter; thence South 88 degrees 44 minutes 50 seconds East along the south line of said Southwest Quarter (basis of bearings per Indiana State Plane Coordinates – West Zone) 934.46 feet to the extension of the east line of the tract of land conveyed to Phillips Petroleum Company and described as Parcel 2 in Book 660, Page 21 in the Office of the Recorder of Lake County, Indiana (hereafter referred to as "Phillips tract"), the following two (2) courses are along the east and southeast lines of said Phillips tract and its extension; 1)thence North 00 degrees 02 minutes 44 seconds West 50.46 feet to the point of curve of a curve concave to the southeast having a radius of 1,183.78 feet, the radius point of which bears North 89 degrees 57 minutes 16 seconds East, 2)thence northeasterly along said curve 515.27 feet to the Point of Beginning of the Centerline which bears North 65 degrees 06 minutes 22 seconds West from said radius point; thence North 61 degrees 23 minutes 19 seconds West 49.08 feet to the Terminus of said Centerline.

The sidelines of said 50.00-foot wide strip are extended or shortened to terminate on the southeast line of said Phillips tract.

Containing 0.056 Acres (2,458 Square Feet) of land, more or less.

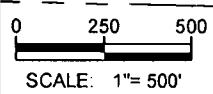
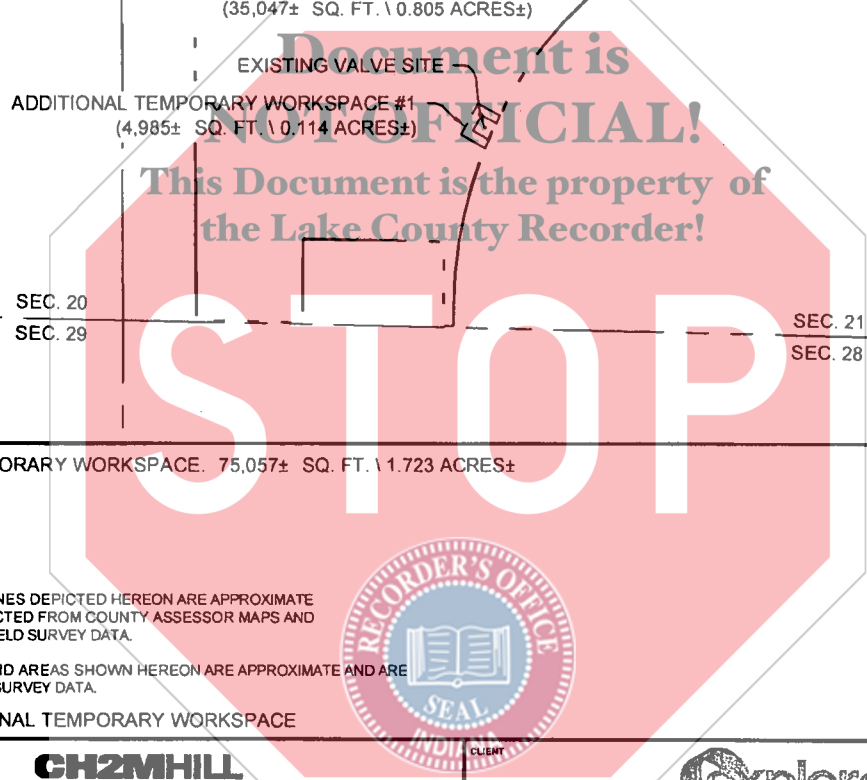
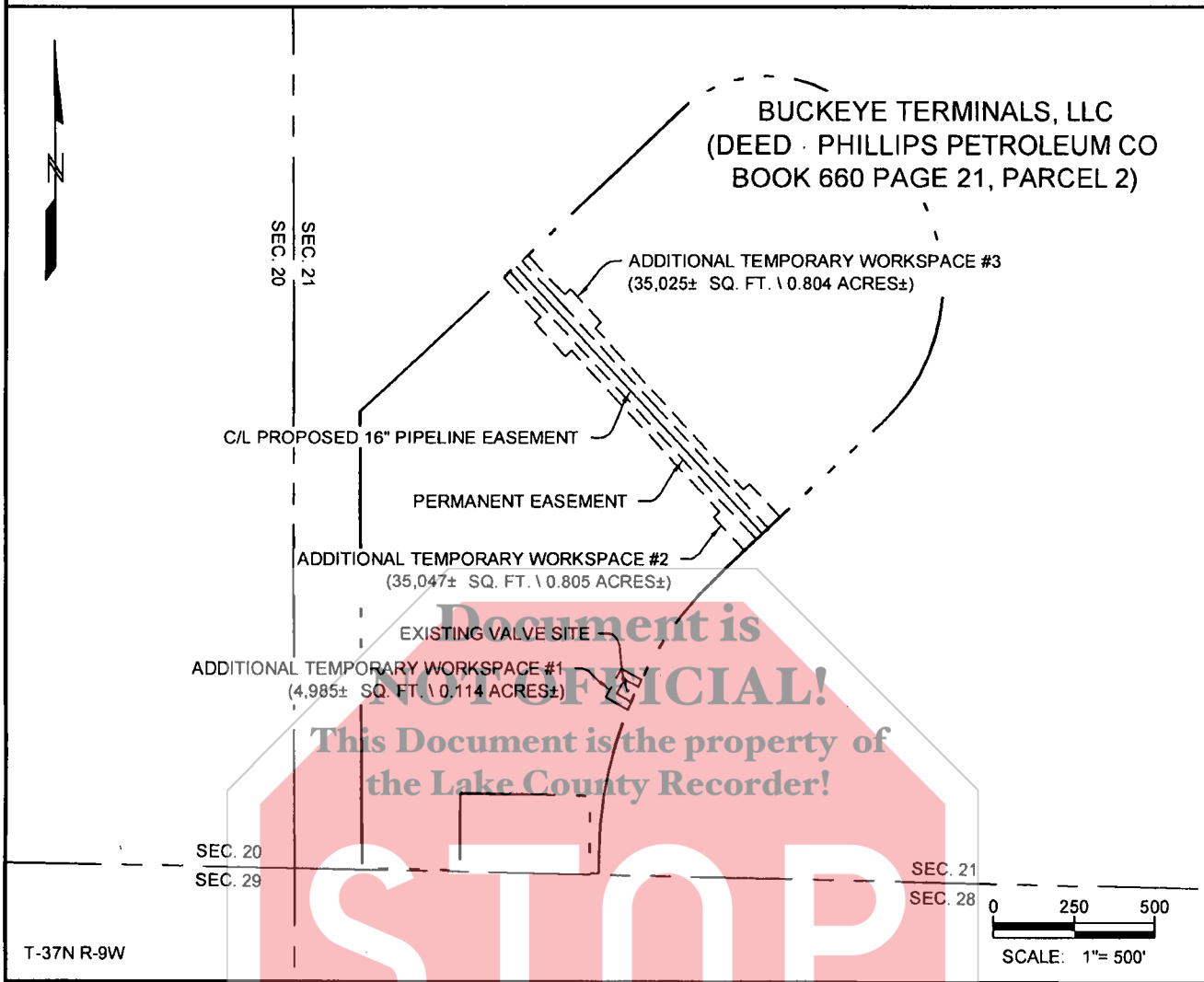




**EXHIBIT C**  
**INITIAL CONSTRUCTION WORKSPACE EASEMENT AREA**



**EXHIBIT C**  
**A PORTION OF SECTION 21,**  
**TOWNSHIP 37 NORTH, RANGE 9 WEST,**  
**LAKE COUNTY, INDIANA**



ADDITIONAL TEMPORARY WORKSPACE. 75,057± SQ. FT. \ 1.723 ACRES±

- NOTES:**
1. THE PROPERTY LINES DEPICTED HEREON ARE APPROXIMATE THEY WERE CONSTRUCTED FROM COUNTY ASSESSOR MAPS AND ARE NOT BASED ON FIELD SURVEY DATA.
  2. ALL DISTANCES AND AREAS SHOWN HEREON ARE APPROXIMATE AND ARE NOT BASED ON FIELD SURVEY DATA.
- A.T.W.S. = ADDITIONAL TEMPORARY WORKSPACE

PREPARED BY: **CH2MHILL** CLIENT: **explorer PIPELINE**

REVISIONS			
NO.	DATE	BY	DESCRIPTION
A	01/13/11	KMR	ISSUED FOR REVIEW
B	01/14/11	KMR	REVISED PER CENTERLINE DESCRIPTION

**EXHIBIT 'C'**  
**CROSSING PROPERTY OF**  
**BUCKEYE TERMINALS, LLC**  
**45-03-21-351-002 000 024**

DRAWN BY: KMR	DRAWN DATE: 10/12/10	CHECKED BY: CLJ	PLOT DATE: 01/13/11
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**TRACT # 2 000**

B  
 REV.

**EXHIBIT "C" – BUCKEYE PARTNERS**

**LEGAL DESCRIPTION**

**Additional Temporary Workspace #1:**

Part of the Southwest Quarter of Section 21, Township 37 North, Range 9 West, in Lake County, Indiana, more particularly described as follows.

Commencing at the southwest corner of said Southwest Quarter, thence South 88 degrees 44 minutes 50 seconds East along the south line of said Southwest Quarter (basis of bearings per Indiana State Plane Coordinates – West Zone) 934.46 feet to the extension of the east line of the tract of land conveyed to Phillips Petroleum Company and described as Parcel 2 in Book 660, Page 21 in the Office of the Recorder of Lake County, Indiana (hereafter referred to as "Phillips tract"), the following two (2) courses are along the east and southeast lines of said Phillips tract and its extension; 1)thence North 00 degrees 02 minutes 44 seconds West 50.46 feet to the point of curve of a curve concave to the southeast having a radius of 1,183.78 feet, the radius point of which bears North 89 degrees 57 minutes 16 seconds East; 2)thence northeasterly along said curve 465.08 feet to the Point of Beginning which bears North 67 degrees 32 minutes 08 seconds West from said radius point; thence North 61 degrees 23 minutes 19 seconds West 78.40 feet, thence North 28 degrees 36 minutes 41 seconds East 100.00 feet; thence South 61 degrees 23 minutes 19 seconds East 71.89 feet to the southeast line of said Phillips tract and the point of curve of a non-tangent curve concave to the southeast, having a radius of 1,183.78 feet, the radius point of which bears South 62 degrees 41 minutes 01 second East; thence southwesterly along said curve and said southeast line 25.02 feet to a point that bears North 63 degrees 53 minutes 39 seconds West from said radius point; thence North 61 degrees 23 minutes 19 seconds West 47.72 feet; thence South 28 degrees 36 minutes 41 seconds West 50.00 feet; thence South 61 degrees 23 minutes 19 seconds East 50.97 feet to said southeast line and the point of curve of a non-tangent curve concave to the southeast, having a radius of 1,183.78 feet, the radius point of which bears South 66 degrees 19 minutes 11 seconds East; thence southwesterly along said curve and said southeast line 25.12 feet to the Point of Beginning which bears North 67 degrees 32 minutes 08 seconds West from said radius point.

Containing 0.114 Acres (4,985 Square Feet) of land, more or less.

**Additional Temporary Workspace #2:**

Part of the Southwest Quarter of Section 21, Township 37 North, Range 9 West, in Lake County, Indiana, more particularly described as follows.

Commencing at the southwest corner of said Southwest Quarter; thence South 88 degrees 44 minutes 50 seconds East along the south line of said Southwest Quarter (basis of bearings per Indiana State Plane Coordinates – West Zone) 934.46 feet to the extension of the east line of the tract of land conveyed to Phillips Petroleum Company and described as Parcel 2 in Book 660, Page 21 in the Office of the Recorder of Lake County, Indiana (hereafter referred to as "Phillips tract"), the following three (3) courses are along the east and southeast lines of said Phillips tract and its extension; 1)thence North 00 degrees 02 minutes 44 seconds West 50.46 feet to the point of curve of a curve concave to the southeast having a radius of 1,183.78 feet, the radius point of which bears North 89 degrees 57 minutes 16 seconds East; 2)thence

northeasterly along said curve 966.24 feet to a point that bears North 43 degrees 16 minutes 44 seconds West from said radius point; 3)thence North 46 degrees 43 minutes 16 seconds East 108.27 feet to the Point of Beginning; thence North 42 degrees 59 minutes 43 seconds West 140 75 feet; thence North 47 degrees 00 minutes 17 seconds East 25.00 feet, thence North 42 degrees 59 minutes 43 seconds West 675.47 feet, thence South 47 degrees 00 minutes 17 seconds West 25 00 feet; thence North 42 degrees 59 minutes 43 seconds West 140 01 feet; thence North 47 degrees 00 minutes 17 seconds East 25.00 feet; thence North 42 degrees 59 minutes 43 seconds West 165.09 feet to the northeast line of said Phillips tract; thence North 46 degrees 49 minutes 16 seconds East along said northeast line 25.00 feet; thence South 42 degrees 59 minutes 43 seconds East 1,121 15 feet to the southeast line of said Phillips tract; thence South 46 degrees 43 minutes 16 seconds West along said southeast line 50.00 feet to the Point of Beginning.

Containing 0 805 Acres (35,047 Square Feet) of land, more or less.

**Additional Temporary Workspace #3:**

Part of the Southwest Quarter of Section 21, Township 37 North, Range 9 West, in Lake County, Indiana, more particularly described as follows

Commencing at the southwest corner of said Southwest Quarter; thence South 88 degrees 44 minutes 50 seconds East along the south line of said Southwest Quarter (basis of bearings per Indiana State Plane Coordinates – West Zone) 934 46 feet to the extension of the east line of the tract of land conveyed to Phillips Petroleum Company and described as Parcel 2 in Book 660, Page 21 in the Office of the Recorder of Lake County, Indiana (hereafter referred to as "Phillips tract"), the following three (3) courses are along the east and southeast lines of said Phillips tract and its extension; 1)thence North 00 degrees 02 minutes 44 seconds West 50.46 feet to the point of curve of a curve concave to the southeast having a radius of 1,183 78 feet, the radius point of which bears North 89 degrees 57 minutes 16 seconds East; 2)thence northeasterly along said curve 966.24 feet to a point that bears North 43 degrees 16 minutes 44 seconds West from said radius point; 3)thence North 46 degrees 43 minutes 16 seconds East 208.27 feet to the Point of Beginning; thence North 42 degrees 59 minutes 43 seconds West 1,121.06 feet to the northeast line of said Phillips tract; thence North 46 degrees 49 minutes 16 seconds East along said northeast line 25.00 feet; thence South 42 degrees 59 minutes 43 seconds East 165.41 feet, thence North 47 degrees 00 minutes 17 seconds East 25.00 feet; thence South 42 degrees 59 minutes 43 seconds East 140.01 feet; thence South 47 degrees 00 minutes 17 seconds West 25.00 feet; thence South 42 degrees 59 minutes 43 seconds East 675.47 feet; thence North 47 degrees 00 minutes 17 seconds East 25 00 feet; thence South 42 degrees 59 minutes 43 seconds East 140.01 feet to the southeast line of said Phillips tract; thence South 46 degrees 43 minutes 16 seconds West along said southeast line 50.00 feet to the Point of Beginning.

Containing 0.804 Acres (35,025 Square Feet) of land, more or less.

