

EXHIBIT M

**RIGHT-OF-WAY AND
EASEMENT GRANT**

Prepared By:

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6120 S. Yale Ave., #1100
Tulsa, OK 74136

Return To:

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

For Recorder's Use Only

KNOW ALL MEN BY THESE PRESENTS:

That for the sum of TEN and 00/100 U.S. Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the undersigned, herein called "GRANTOR" (whether one or more), having an address of _____, hereby grants, sells and conveys to Explorer Pipeline Company, a Delaware Corporation, herein called "EPL" or "**GRANTEE**," having an address of 6120 S. Yale Ave., #1100, Tulsa, OK 74136, its grantees, successors and assigns, an exclusive right-of-way and perpetual easement, herein called "ROW" with the following rights and responsibilities.

1. The right to survey, lay, construct above or below ground, operate, inspect (including via aerial patrol), protect, maintain, repair, renew, substitute, replace, relocate within easement boundaries, change the size of, abandon in place and remove a pipeline and all appurtenances thereto, including but not limited to air patrol markers, valves, fittings, electrical support equipment and corrosion control equipment, for the transportation of petroleum products and any by-product or derivative thereof, whether liquids, gases, solids, or mixtures of any or all thereof, at a location and on a route on, in, under, over across and through a strip of land in Will County, Illinois, as described in Exhibit 'A' attached hereto and incorporated herein.
2. The right at any time to survey, lay, construct above or below ground, operate, inspect (including via aerial patrol), protect, maintain, repair, renew, substitute, replace, relocate within easement boundaries, change the size of, abandon in place and remove additional pipelines and all appurtenances thereto, including but not limited to air patrol markers, valves, fittings, electrical support equipment and corrosion control equipment, for the transportation of petroleum products and any by-products or derivative thereof, whether liquids, gases, solids, or mixtures of any or all thereof, substantially parallel to the first pipeline constructed by EPL hereunder on, in, under, over across and through the ROW upon payment of the consideration above recited for each additional line so laid; provided each such additional line shall be laid subject to the same rights and conditions as apply to the original line, including the right, notwithstanding the subsequent provisions of this

instrument, to use an adjacent strip of land 75 feet in width during the construction of each such additional line.

3. The right of ingress and egress to and from, in, on, over, across and through said above-described land, and any lands owned by GRANTOR adjoining the ROW, for any and all purposes necessary or convenient to the exercise by EPL of the rights and easements herein granted. GRANTOR will allow private road access to and from all points close to the ROW if it is impractical or inconvenient to drive on the ROW or access is not feasible from a public way.
4. The right from time to time so as to clear and keep clear the ROW to cut and remove trees, undergrowth and other obstructions thereon, whether temporary, permanent, man-made or natural, that may endanger or interfere with the exercise of the rights herein granted, and so as to prevent damage or interference with its safe and efficient operation and patrol.
5. The right to construct its pipeline above the channel of any natural or man-made stream, ravine, ditch, or other water course.
6. GRANTOR reserves the right to use said above-described land except as such use may unreasonably interfere with the enjoyment of the rights and easements herein granted, except GRANTOR covenants that within the ROW, GRANTOR shall not impound water, nor excavate, nor drill, nor construct nor permit any buildings, structures or works of any type whatsoever (including fences, parking lots, decks, patios, sheds, well, other pipes, electrical lines, roads, driveways, culverts, or anything else), nor change the grade level without EPL's written permission, which will not be unreasonably withheld. GRANTOR agrees that EPL may use a strip of land 75 feet in width during the construction of any pipeline laid hereunder, whenever constructed, and thereafter EPL's use shall be confined to the ROW together with the rights of ingress and egress described herein.'
7. EPL, by acceptance hereof, agrees to bury any pipeline laid hereunder so it will not interfere with the ordinary cultivation of the said above-described land. EPL agrees to pay any damages to growing crops, timber, fences, buildings and other chattels on said land which may immediately and directly result from the exercise of the rights herein granted, including damage caused during the ingress and egress, provided after the first said pipeline has been laid, EPL shall not be liable for damages caused by keeping said right-of-way clear of trees, undergrowth, structures, works and other obstructions in the course of the exercise by EPL of any of its rights hereunder.
8. GRANTOR covenants with and warrants to EPL that it is the owner in fee of said above-described land and has the right, title, and capacity to grant the rights and easements herein granted. GRANTOR warrants it has done nothing in the past and will do nothing in the future that could nullify or invalidate the rights and responsibilities contained herein.

9. EPL agrees to indemnify and hold GRANTOR harmless from any and all losses of or damages to property or injuries to or death of any person resulting from EPL's activity on the ROW, unless such loss, damage, injury or death results from the negligent or intentional acts or omissions of GRANTOR, its agents, representatives, employees, contractors or invitees.
10. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto; and the rights and easements herein granted may be leased or assigned, mortgaged, or hypothecated, together or separately and in whole or in part. There is no automatic provisions for reversion in the event of abandonment. At EPL's written declaration, the underground assets may be properly purged of all product and sealed, and may be abandoned in place.
11. The wavier or failure to enforce any provision of this Agreement by either GRANTOR or EPL, or the waiver of a breach or violation of any provision of this Agreement by either party, shall not operate as or be construed as a waiver of any subsequent breach, or wavier or failure to enforce, of any provision of this Agreement.
12. Multiple GRANTORS and GRANTEES may execute separate original counterparts of this Agreement and such execution shall have the same effect as if each signature executed the same counterpart. All counterparts shall be construed together and shall constitute one integrated agreement.

TO HAVE AND TO HOLD said rights and right-of-way, easements, estates, and privileges unto EPL, its successors and assigns in perpetuity.

IN WITNESS WHEREOF,

GRANTOR and GRANTEE have executed this instrument this _____ day of _____, 2013.

WITNESS:

GRANTOR

GRANTOR

By: _____
David Ysebaert, President GRANTEE
Explorer Pipeline Company

[NOTARIZATION FORMS TO BE ADDED]