

TRANSFER NOT NECESSARY

OCT 17 2016

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P: 1 of 15 F: \$132.00 2:09:43PM
Mona S Losh T20160018494
Allen County V:2016 P:11301

Rhonda Eddy, Allen County Auditor
NO FEE _____

T & C File No.: _____

Tract No: HL-AL-5239.0000, HL-AL-5241.0000

Grant of Easement

This Grant of Easement ("Agreement") is made and entered into this date of ^{31st} ~~10th~~ ~~Month~~, 2016 (the "Effective Date") by and between TMC Farms, an Ohio limited liability company, whose mailing address is 3639 Bluclick Rd. Lima, OH 45801 ("GRANTOR") and Marathon Pipe Line LLC, a Delaware limited liability company, whose mailing address is 539 S. Main Street, Findlay, Ohio 45840, and its successors and assigns (such entity and its successors and assigns are collectively referred to as "MPL").

WHEREAS, GRANTOR owns that certain parcel of land being Pt of NW/4 & SW/4 of S12 & NE/4 of S11, T4S, R7E, Perry Township, Allen County, State of Ohio, as further described in the Allen County, Ohio Recorder's office at Book 2014, Page 4221, Tax ID 47-1200-02-005.000, ("GRANTOR's Property").

NOW, THEREFORE, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR and MPL agree as follows:

1. EASEMENT. GRANTOR hereby grants and conveys without warranty to MPL and its affiliates, agents, employees, designees, contractors, guests, invitees, successors and assigns, a permanent easement and right of way extending fifty (50) feet from each side of the centerline of any pipeline installed prior to, under or otherwise subject to this Agreement and as agreed to by MPL and GRANTOR and as shown on Exhibit A attached hereto and made a part hereof, but in no event exceeding one-hundred feet (100) in total width (the "Easement"), within which MPL shall have the right to lay, install and construct a pipeline no greater than twenty-four (24) inches in diameter, and to operate, inspect, maintain, repair, replace with same or smaller diameter, abandon in place, relocate and remove any pipeline installed prior to, under or otherwise subject to this Agreement for the transportation of oil, oil products, petroleum, petroleum products, crude oil, natural gas, gas liquids, liquefied minerals, and condensate, excluding all other products and materials including waste products related to the foregoing. No above or below ground appurtenance shall be constructed or placed on GRANTOR's Property unless agreed to by MPL and GRANTOR in writing and as also shown on Exhibit A. MPL's access to the Easement shall be restricted to adjacent segments of the Easement or from public highways or (if available to MPL) railroad

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rights-of-way where such intersect the Easement. If the aforesaid access is not practical, the route that will be utilized for accessing the Easement across GRANTOR'S property shall be restricted to the route agreed to by MPL and GRANTOR and shown on Exhibit A. MPL shall from time to time be permitted to: lay, install, construct, operate, inspect, maintain, replace, and remove block valves, other pipeline appurtenances, and communication equipment as agreed to by MPL and GRANTOR and only to the extent shown on Exhibit A; comply in a convenient manner with any present or future legal obligation or governmental request; and install corrosion control equipment and a ground bed, and above-ground pipeline identification markers within the Easement in order to mark the location of the pipeline, but MPL shall place such corrosion control equipment and pipeline identification markers at or near property boundaries or public road crossings so as not to interfere with GRANTOR's use of GRANTOR's Property. MPL shall bury the pipeline to a depth of no less than 48 inches from top of the pipeline to the surface and shall take all necessary measures to protect against "floating" and to ensure the pipeline remains at that depth.

Additionally, and subject to the terms and conditions set forth herein, MPL shall have the right to install one (1) additional pipeline within the Easement. Any such additional pipeline shall be installed parallel to and alongside the previously installed pipeline, and GRANTOR acknowledges GRANTOR has received full consideration for the additional pipeline and no additional consideration shall be owed to GRANTOR by MPL. As such, MPL shall have the right to install additional pipeline at any time and without delay. Furthermore, the rights and obligations of MPL related to the original pipeline shall apply to the additional pipeline. GRANTOR further acknowledges that MPL has the right to place aboveground pipeline identification markers within the Site in order to mark the location of the pipelines.

2. TEMPORARY WORK SPACE. Conveyed herewith is a Temporary Work Space, as agreed to by MPL and GRANTOR and as shown on Exhibit A (including any and all areas denoted as "Temporary Work Space" and "Additional Temporary Work Space"), for the purpose of installing the pipeline. Said Temporary Workspace shall expire, and all rights associated therewith shall revert back to GRANTOR upon completion of pipeline construction and Easement restoration, or after a period of twenty four months from the date of this Agreement, whichever occurs first.
3. RESTRICTIONS. MPL acknowledges that its rights are restricted to the Permanent Easement and Temporary Workspace as shown on Exhibit A, and MPL shall not attempt to exercise any rights granted hereunder, including the right to clear trees, shrubs or bushes, outside those areas shown on Exhibit A, except as provided by this Agreement. GRANTOR agrees that it will not permit nor cause: any obstruction above or below ground (except pre-existing items); removal or deposit of dirt; or excavation, construction or similar activity within fifty (50) feet from each side of any pipeline or appurtenance and without prior written consent from MPL, provided that MPL shall not unreasonably withhold such consent after expeditious review of GRANTOR's plans, and the reasons for any such denial by MPL shall be specified in writing and provided to GRANTOR without demand. GRANTOR shall be permitted to use the Easement for agricultural purposes using standard cultivation

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methods and equipment. GRANTOR shall also retain the right to install field drain tile and to construct private roads and driveways across the Easement so long as same can be accomplished with a minimum of disruption and interference to MPL's operations. GRANTOR shall not permit trees, shrubs or bushes greater than three (3) feet high, other than field crops, within twenty-five (25) feet of any pipeline or appurtenance. MPL may, upon 48 hours' notice to GRANTOR, enter the Easement to control trees, shrubs and bushes greater than three (3) feet high, other than field crops, within twenty-five (25) feet of any pipeline or appurtenance by any means including, but not limited to, removal, trimming and side-cutting at MPL's expense. MPL may, after providing notice to GRANTOR of any unauthorized obstruction and upon GRANTOR's failure to remove the obstruction within a reasonable time thereafter, remove any unauthorized obstructions at GRANTOR's expense. GRANTOR shall not be entitled to damages, actual or punitive, for such control or removal of plants, buildings or other obstructions that is carried out in accordance with this section. MPL will at no time impede GRANTOR's access to GRANTOR's property during the exercise of any rights granted herein.

MPL shall ensure that its activities and resulting work comply with all applicable Federal, State, and local laws. In the event that either MPL or GRANTOR breaches this Agreement, then the breaching party shall reimburse the non-breaching party for all actual costs and expenses incurred by the non-breaching party as a direct result of the breach.

4. DAMAGES AND RESTORATION. The consideration paid by MPL to GRANTOR with respect to this Agreement and related unrecorded Addendum ("Addendum") includes any and all damages to the GRANTOR's remaining property and for reasonably anticipated damages caused to the surface of GRANTOR's Property within the Easement during the initial construction of the pipeline and related facilities. Upon completion of installation of the pipeline, MPL shall restore any disturbed areas in accordance with the Addendum, replace any fences that have been disturbed, and otherwise return GRANTOR's Property to its pre-construction condition.

In addition, MPL agrees to compensate GRANTOR for any future damage to GRANTOR's property, if any, including but not limited to crops, drainage tile, and existing fence(s) arising from MPL's exercise of the rights granted herein.

5. MPL shall provide GRANTOR, at MPL's expense, an as-built alignment sheet showing the location of the pipeline and any other pipelines and appurtenances within the Permanent Easement as agreed to by MPL and GRANTOR and as shown on Exhibit A. If the as-built alignment sheet indicates the as-built length is greater than that previously agreed to by the parties, MPL shall compensate GRANTOR on a pro-rata basis for the additional length.
6. WARRANTY. It is the understanding of MPL and GRANTOR that GRANTOR makes no warranties of any kind, including, without limitations title to the property, the use of the property and the inherent conditions of the lands included in this Agreement.

7. MPL SHALL SAVE AND HOLD GRANTOR FREE AND HARMLESS FROM AND INDEMNIFY GRANTOR AGAINST ANY AND ALL DAMAGES, CLAIMS, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) OR LIABILITIES ARISING AS A RESULT OF MPL'S OR ITS AGENTS' OR SUBCONTRACTORS' NEGLIGENCE OR INTENTIONAL MISCONDUCT IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT OR WITH THE USE OF THE EASEMENT OR OPERATION OF THE PIPELINES INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL INVESTIGATIONS, CLEANUP OR ABATEMENT WHICH MAY BE ORDERED BY ANY COURT OR GOVERNMENT ENTITY HAVING JURISDICTION THEREOF, AS A RESULT OF THE RELEASE OR DISCHARGE OF ANY TOXIC OR HAZARDOUS SUBSTANCES OR POLLUTANTS OF ANY KIND UPON THE EASEMENT AREA OR ONTO THE RESIDUE OF GRANTOR'S PROPERTY FROM MPL'S OPERATIONS ON OR USE OF THE EASEMENT, EXCEPT TO THE EXTENT THAT SUCH DAMAGES, CLAIMS, COSTS OR LIABILITIES ARISE FROM THE WILLFUL MISCONDUCT OR NEGLIGENCE OF GRANTOR OR ITS REPRESENTATIVES. MPL SHALL NOT PERMIT ITS AGENTS, EMPLOYEES, SERVANTS, CONTRACTORS, SUBCONTRACTORS, SERVICE PERSONNEL OR OTHER REPRESENTATIVES WITHIN ITS CONTROL TO ENTER UPON GRANTOR'S PROPERTY IF SAID PERSONS ARE NOT ON THE PROPERTY IN CONNECTION WITH MPL'S CONSTRUCTION ACTIVITIES AND POST CONSTRUCTION MAINTENANCE, OPERATION, REPAIR, REPLACING OR REMOVAL OF THE PIPELINE. SUCH PERSONS SHALL REMAIN ON GRANTOR'S PROPERTY ONLY AS LONG AS IT IS NECESSARY TO CONDUCT THE OPERATIONS AUTHORIZED BY THIS EASEMENT AGREEMENT.
8. INSURANCE. MPL shall procure and maintain, or cause to be procured and maintained with respect to MPL's rights and obligations hereunder, with reputable insurers with AM Best Company's rating of not less than "A-VII" policies of insurance written on an occurrence basis, with limits not less than those indicated for the respective items as follows:
- A. Statutory Workers' Compensation and Occupational Disease Insurance, including Employer's Liability Insurance complying with laws of each jurisdiction in which any work is to be performed or elsewhere as may be required. Employer's Liability Insurance shall be provided with a limit not less than: \$2,000,000 each occurrence;
 - B. Commercial Liability Insurance, including but not limited to all Premises and Operations, Contractual Liability, Products-Completed Operations Liability, Fire Legal Liability, Explosion, Collapse and Underground Damage Liability, Broad Form Property Damage Liability, and if applicable, Watercraft and Aircraft Liability, with limits not less than: \$5,000,000 Bodily Injury, Personal

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Injury & Property Damage combined each occurrence in which GRANTOR is a named insured; and

- C. Commercial Automobile Liability Insurance, including Contractual Liability, covering all motor vehicles licensed for highway use and employed in the performance of this Agreement, with limits not less than: \$5,000,000 Bodily Injury, Personal Injury & Property Damage combined each occurrence.

Notwithstanding the above, MPL may self-insure its obligations under this Agreement. If MPL does so, it shall provide GRANTOR with a letter of self-insurance in the amounts set forth above.

9. EASEMENT TERMINATION. This Easement shall automatically terminate, without notice to MPL, if: (a) MPL fails to construct and complete installation of the pipeline of the type described in paragraph 1 within five (5) years after GRANTOR signs and delivers this Easement to MPL; or (b) after the pipeline is installed, MPL ceases to use the Easement for the purposes set forth in this Agreement for any period of 24 consecutive months, then the easement shall be considered abandoned and all rights granted hereunder shall revert back to GRANTOR or the record holder of the land, and this Agreement shall be of no further force or effect. In the event of abandonment, MPL shall not be required to remove its pipeline or the appurtenances thereto, but MPL shall be required to comply with all then-existing local, state and federal governmental regulations, and shall conduct any remediation, environmental cleanup and removal of contamination related to the operation, maintenance or removal of the pipeline to the extent required by state and federal law and as necessary to restore GRANTOR's property to its preconstruction condition. If MPL fails to adequately remediate as set forth herein, MPL will reimburse GRANTOR for the reasonable costs actually incurred by GRANTOR in performing such remediation.
10. GRANTOR shall retain all of the oil, gas, and other minerals in, on and under the Easement, provided, however, that GRANTOR shall not be permitted to drill or operate equipment for the production or development of minerals on the surface of the Easement, but will be permitted to extract the oil, gas or other minerals from and under the Easement so long as such activities do not damage, destroy, injure or interfere with MPL's use of the Easement rights granted herein.
11. EFFECT OF AGREEMENT. This Agreement and the Addendum are intended by the parties as the final, complete and exclusive statement of the terms and conditions of their agreement and is intended to supersede all previous agreements and understandings between the parties relating to the rights granted herein. No amendment, modification or waiver of any provisions of this Agreement shall be valid or enforceable unless in writing and signed by the parties. This Agreement shall bind and benefit the parties' heirs, legal representatives, successors and assigns.

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12. ASSIGNMENT. Any easement rights granted hereunder are assignable in whole or in part. In the event MPL elects to assign any of the rights granted hereunder in whole or in part, MPL shall notify GRANTOR in writing, and MPL shall remain bound to GRANTOR for performance of all duties and obligations hereunder unless the subsequent assignee possesses sufficient financial capability to fulfill its performance of duties and obligations hereunder, in which case GRANTOR shall look solely to assignee. Notwithstanding, MPL shall remain liable for claims arising from events that occur prior to assignment. The terms of this Agreement shall be independent of, and unless otherwise expressly stated, shall survive the execution of any further documents or agreements between the parties. If any provision of this Agreement is deemed void, invalid, or unenforceable by any court or tribunal of competent jurisdiction, such provisions shall be stricken from this Agreement without effect on the remaining provisions of the Agreement as a whole. No failure or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof or preclude the exercise of any other right, power, or privilege hereunder. Any individual signing this Agreement in a representative capacity warrants full authority and power from the purported principal to fully bind the principal to all terms and conditions contained herein.
13. This Agreement may be executed in counterparts and shall be binding upon each party executing any counterpart.
14. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Ohio, and the forum to be utilized for settling disputes arising hereunder shall be the Court of Common Pleas of the county in which GRANTOR'S Property is located.
15. COMMUNICATION. (a) Any and all written notices to which the parties shall be entitled hereunder or under any law, statute, rule, regulation, order, ordinance or policy of any governmental agency or entity having jurisdiction of the subject matter for which this Grant of Easement is granted, shall be deemed delivered when the same has been placed in the U.S. Mail in a properly stamped envelope or other appropriate mail container, addressed to the addresses shown below, bearing the adequate amount of postage to result in delivery of same to the address shown thereon, and sent by certified mail, return receipt requested, to the party to whom such notice is given. In the alternative, either party may give such notice by United Parcel Service (UPS), Federal Express or other similar national expedited mail service guaranteeing not later than two (2) day delivery of any such letter or notice to the addresses provided for herein.
16. GRANTOR and MPL designate the following persons, addresses, and telephone numbers for all notices and information to be delivered hereunder:

GRANTOR:



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(Name(s)) Matthew Treglia
(Address) 3639 E Bluebird Lima OH 45801
(Telephone) 419-231-1609
(Facsimile) 419-228-0084

MPL:

(Name(s)): Marathon Pipe Line LLC, Attn: Field Services Manager
(Address): 539 South Main Street, Findlay, Ohio 45840
(Telephone): (419) 421-2121
(Facsimile): (419) 421-3601

(c) Such persons, addresses, telephone and facsimile numbers may be changed by the respective party by delivering written notice of such change to the other party.

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GRANTOR:

By: TMC Farms, an Ohio limited liability company

Signature: Matthew Treglia

Name: MAT TREGLIA

Title: Pres.

State of Ohio)
County of Allen) ss

Before me, a Notary Public in and for the State and County aforesaid, personally appeared [Name] Matthew Treglia, [Title] president of TMC Farms, an Ohio limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed on behalf of said TMC Farms, an Ohio limited liability company.

IN WITNESS WHEREOF, I have set my hand and seal this 31 day of August, 2016.

Signature: Mandy Strange

Print Name: Mandy Strange

My commission expires: _____

This instrument prepared by:

JOSHUA S. CARTER
539 S. MAIN STREET
FINDLAY, OH 45840

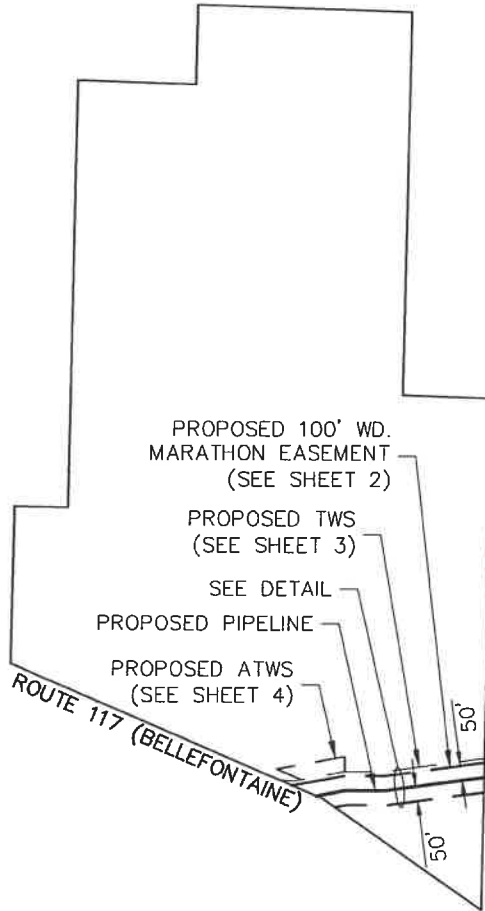


MANDY STRANGE
Notary Public, State of Ohio
My Commission Expires
Oct. 20, 2018

EXHIBIT A
 ALLEN COUNTY, OHIO
 TRACT NO.: HL-AL-5239.0000
 GENERAL WARRANTY DEED VOLUME: 2014 PAGE: 4221

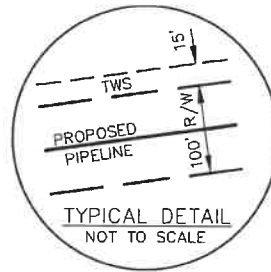


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LEGEND

- PROPERTY LINE
- PROPOSED PIPELINE
- PROPOSED 100' WD. MARATHON EASEMENT
- TWS
- ATWS
- TEMPORARY WORK SPACE
- ADDITIONAL TEMPORARY WORK SPACE



Permanent Total ROW Width 100 Ft.,
50' Left, 50' Right of Centerline
573' ± Length, 1.32 ± Acres
 Total Temporary Work Space: 0.23 ± Acres
 Total Additional Temporary Work Space: 0.22 ± Acres

NOTES

1. BOUNDARY SURVEY HAS NOT BEEN PERFORMED FOR SUBJECT PARCEL.
2. BEARING BASIS IS BASED UPON NAD83 OHIO STATE PLANE, NORTH ZONE, US FOOT

PROJECT: MARATHON PIPE LINE – HARPSTER TO LIMA PIPELINE PROJECT



**Marathon
 Pipe Line LLC**

JOB:	1050-15-6828
DWG:	HL-AL-5239.0000
ISSUE DATE:	07-20-16
REV.:	-
REV.:	-
DRAWN BY:	ET
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SHEET:	1 OF 7

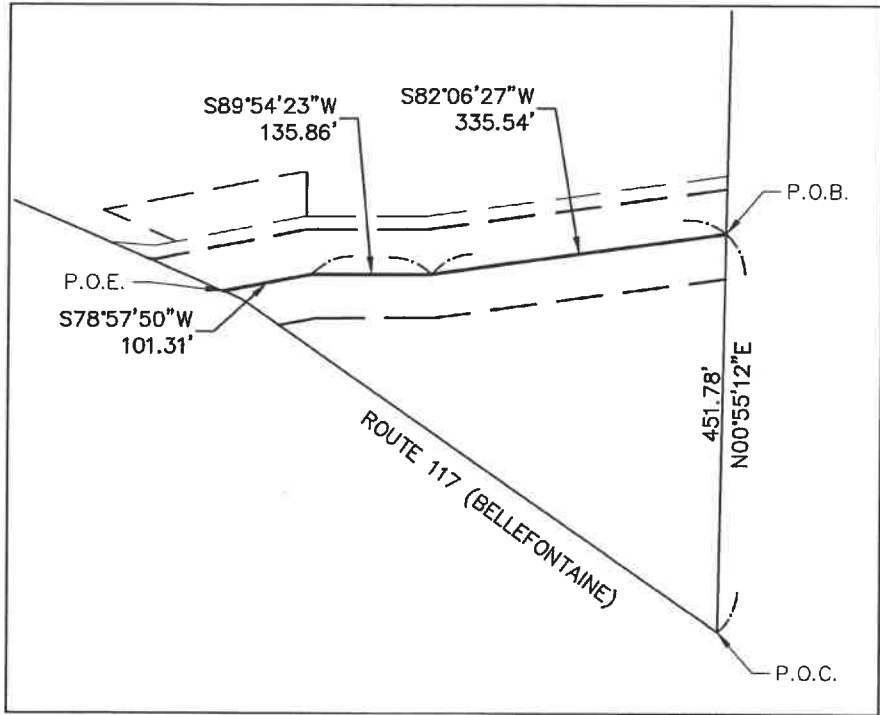


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EXHIBIT A
 ALLEN COUNTY, OHIO
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PROPOSED 100' WIDE MARATHON EASEMENT

Centerline of a Proposed 100 Foot Wide Easement, having 50 feet on each side, with a centerline described as follows:

Commencing at the Southeast corner of parcel as described in General Warranty Deed Volume 2014, Page 4221, Allen County Records; thence N00°55'12\"/>

LEGEND

- PROPERTY LINE
- PROPOSED PIPELINE
- - - - - PROPOSED 100' WD. MARATHON EASEMENT
- TWS TEMPORARY WORK SPACE
- ATWS ADDITIONAL TEMPORARY WORK SPACE
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING
- P.O.E. POINT OF ENDING

NOTES

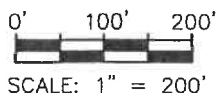
1. BOUNDARY SURVEY HAS NOT BEEN PERFORMED FOR SUBJECT PARCEL.
2. BEARING BASIS IS BASED UPON NAD83 OHIO STATE PLANE, NORTH ZONE, US FOOT

PROJECT: MARATHON PIPE LINE – HARPSTER TO LIMA PIPELINE PROJECT



**Marathon
 Pipe Line LLC**

JOB:	1050-15-6828
DWG:	HL-AL-5239.0000
ISSUE DATE:	07-20-16
REV.:	-
REV.:	-
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SHEET:	2 OF 7



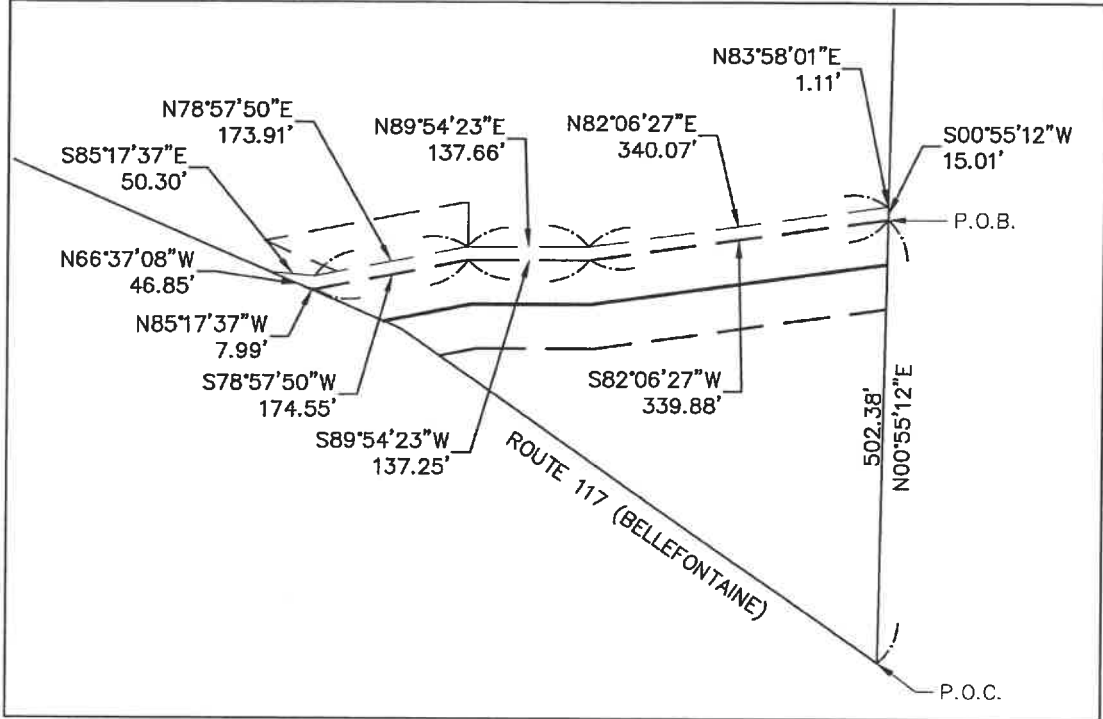
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EXHIBIT A
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PROPOSED TEMPORARY WORK SPACE (TWS)

Commencing at the Southeast corner of parcel as described in General Warranty Deed Volume 2014, Page 4221, Allen County Records; thence N00°55'12"E 502.38 feet along the East line of said parcel to the POINT OF BEGINNING; thence S82°06'27"W 339.88 feet; thence S89°54'23"W 137.25 feet; thence S78°57'50"W 174.55 feet; thence N85°17'37"E 7.99 feet; thence N66°37'08"W 46.85 feet along the West line of said Parcel; thence S85°17'37"E 50.30 feet; thence N78°57'50"E 173.91 feet; thence N89°54'23"E 137.66 feet; thence N82°06'27"E 340.07 feet; thence N83°58'01"E 1.11 feet; thence S00°55'12"W 15.01 feet along said East line of parcel to the Point of Beginning, containing 0.23 acres of land, more or less.

LEGEND

- PROPERTY LINE
- PROPOSED PIPELINE
- PROPOSED 100' WD. MARATHON EASEMENT
- TEMPORARY WORK SPACE
- ADDITIONAL TEMPORARY WORK SPACE
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING

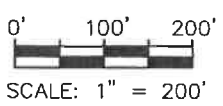
NOTES

1. BOUNDARY SURVEY HAS NOT BEEN PERFORMED FOR SUBJECT PARCEL.
2. BEARING BASIS IS BASED UPON NAD83 OHIO STATE PLANE, NORTH ZONE, US FOOT

PROJECT: MARATHON PIPE LINE – HARPSTER TO LIMA PIPELINE PROJECT




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DWG:	HL-AL-5239.0000
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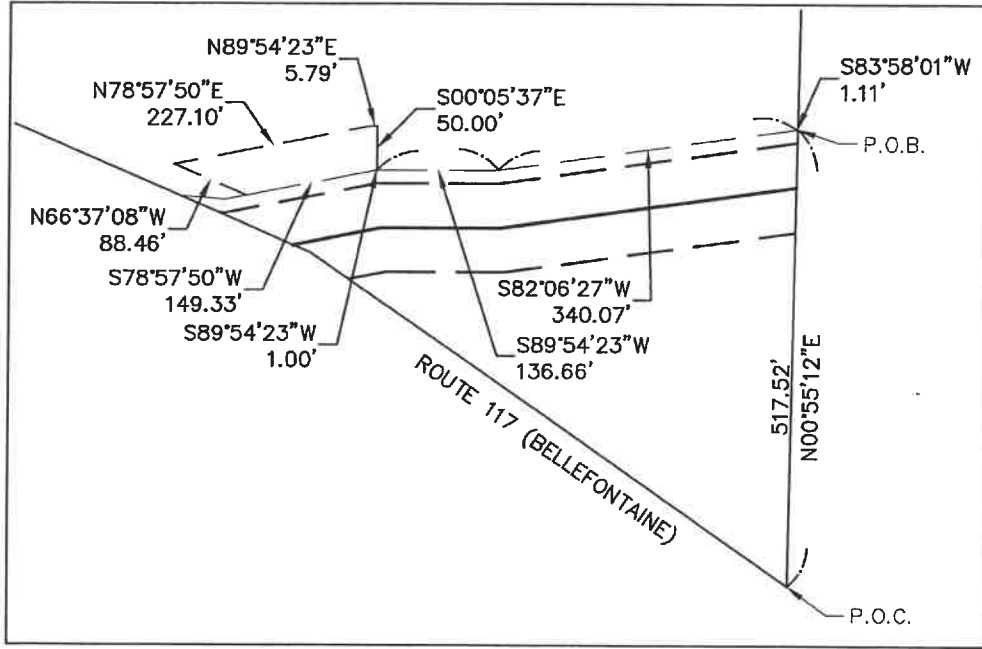


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EXHIBIT A
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PROPOSED ADDITIONAL TEMPORARY WORK SPACE (ATWS)

Commencing at the Southeast corner of parcel as described in General Warranty Deed Volume 2014, Page 4221, Allen County Records; thence N00°55'12"E 517.52 feet along the East line of said parcel; thence S83°58'01"W 1.11 feet; thence S82°06'27"W 340.07 feet; thence S89°54'23"W 136.66 feet to the POINT OF BEGINNING; thence continuing S89°54'23"W 1.00 feet; thence S78°57'50"W 149.33 feet; thence N66°37'08"W 88.46 feet; thence N78°57'50"E 227.10 feet; thence N89°54'23"E 5.79 feet; thence S00°05'37"E 50.00 feet to the Point of Beginning, containing 0.22 acres of land, more or less.

LEGEND

- PROPERTY LINE
- PROPOSED PIPELINE
- PROPOSED 100' WD. MARATHON EASEMENT
- TWS
- ATWS
- P.O.C.
- P.O.B.
- TEMPORARY WORK SPACE
- ADDITIONAL TEMPORARY WORK SPACE
- POINT OF COMMENCING
- POINT OF BEGINNING

NOTES

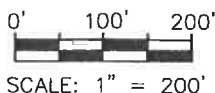
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2. BEARING BASIS IS BASED UPON NAD83 OHIO STATE PLANE, NORTH ZONE, US FOOT

PROJECT: MARATHON PIPE LINE – HARPSTER TO LIMA PIPELINE PROJECT



**Marathon
Pipe Line LLC**

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ISSUE DATE:	07-20-16
REV.:	-
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DRAWN BY:	ET
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SHEET:	4 OF 7



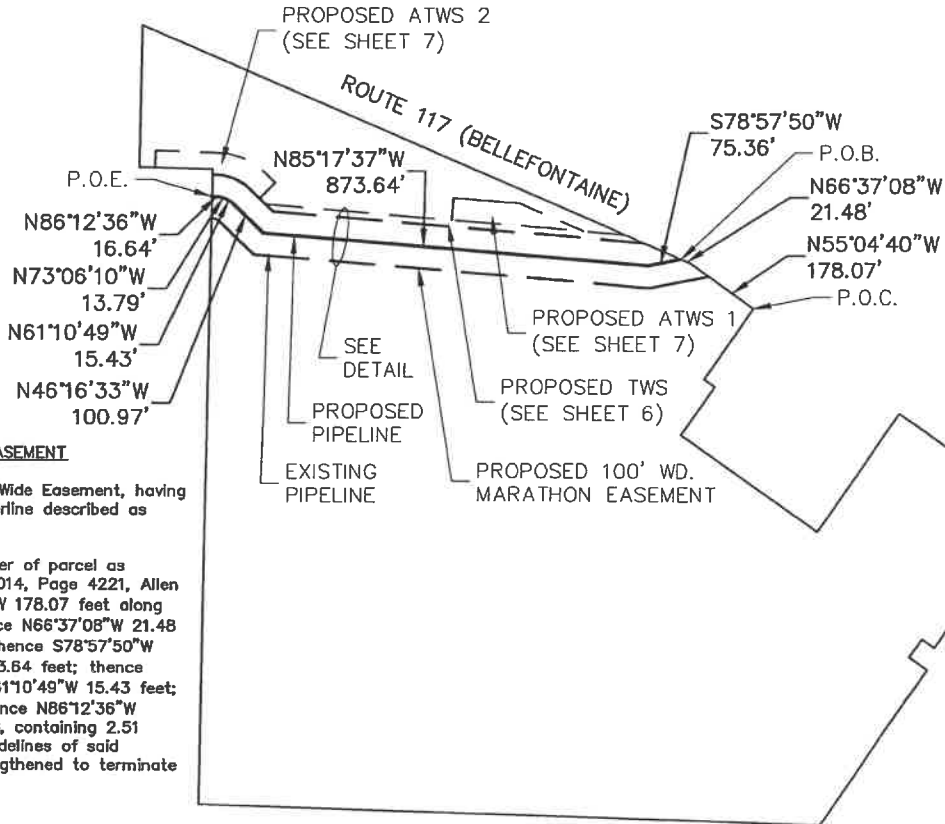
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EXHIBIT A
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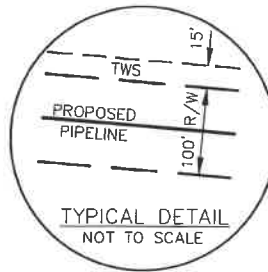
PROPOSED 100' WIDE MARATHON EASEMENT

Centerline of a proposed 100 foot Wide Easement, having 50 feet on each side, with a centerline described as follows:

Commencing at the Northeast corner of parcel as described in Warranty Deed Book 2014, Page 4221, Allen County records; thence N55°04'40"W 178.07 feet along the North line of said parcel; thence N66°37'08"W 21.48 feet to the POINT OF BEGINNING; thence S78°57'50"W 75.36 feet; thence N85°17'37"W 873.64 feet; thence N46°16'33"W 100.97 feet; thence N61°10'49"W 15.43 feet; thence N73°06'10"W 13.79 feet; thence N86°12'36"W 16.64 feet to the POINT OF ENDING, containing 2.51 acres of land, more or less; the sidelines of said easement shall be shortened or lengthened to terminate at said described boundary line.

LEGEND

- PROPERTY LINE
- PROPOSED PIPELINE
- PROPOSED 100' WD. MARATHON EASEMENT
- TEMPORARY WORK SPACE
- ADDITIONAL TEMPORARY WORK SPACE
- TWS
- ATWS
- P.O.C.
- P.O.B.
- P.O.E.
- POINT OF COMMENCING
- POINT OF BEGINNING
- POINT OF ENDING



NOTES

1. BOUNDARY SURVEY HAS NOT BEEN PERFORMED FOR SUBJECT PARCEL.
2. BEARING BASIS IS BASED UPON NAD83 OHIO STATE PLANE, NORTH ZONE, US FOOT

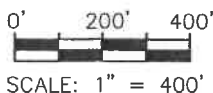
Permanent Total ROW Width 100 Ft.,
50' Left, 50' Right of Centerline
1096' ± Length, 2.51 ± Acres
 Total Temporary Work Space: 0.54 ± Acres
 Total Additional Temporary Work Space: 0.29 ± Acres

PROJECT: MARATHON PIPE LINE – HARPSTER TO LIMA PIPELINE PROJECT



**Marathon
 Pipe Line LLC**

JOB:	1050-15-6828
DWG:	HL-AL-5241.0000
ISSUE DATE:	01-27-16
REV.:	07-20-16
REV.:	--
DRAWN BY:	ET
CHECK BY:	OW
SHEET:	5 OF 7



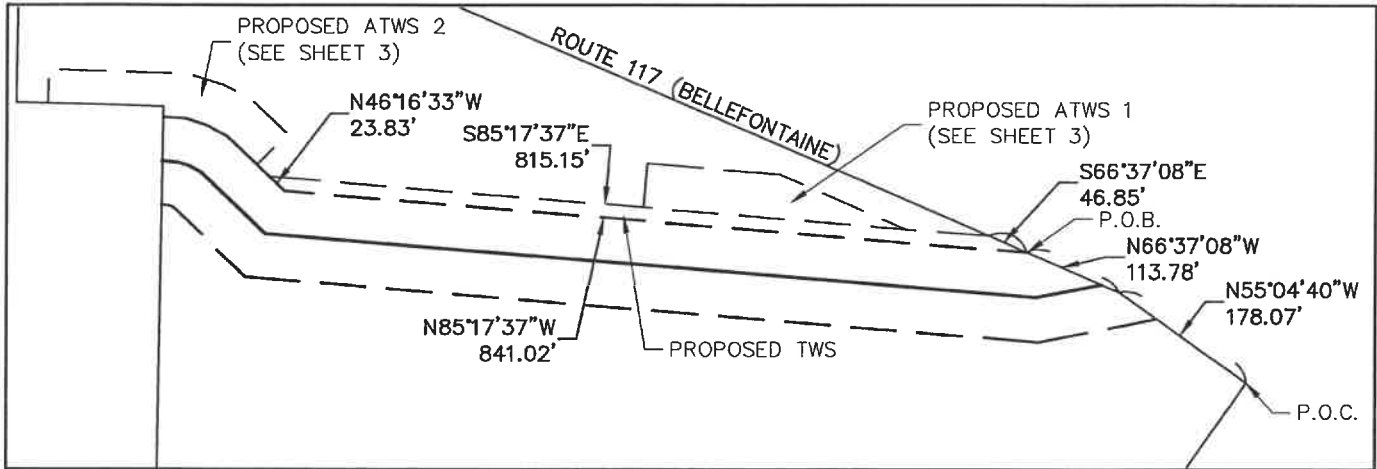
METRO CONSULTING ASSOCIATES

Relationships | Reputation | Results
 800.525.6016 www.metroca.net

EXHIBIT A
 ALLEN COUNTY, OHIO
 TRACT NO.: HL-AL-5241.0000
 GENERAL WARRANTY DEED BOOK: 2014 PAGE: 4221



Instr: 201610170011301 10/17/2016
 P: 14 of 15F: \$132.00 2:09:43PM
 Mona S Losh T20160018494
 Allen County V:2016 P:11301



PROPOSED TEMPORARY WORK SPACE (TWS)

Commencing at the Northeast corner of parcel as described in General Warranty Deed Book 2014, Page 4221, Allen County records; thence N55°04'40"W 178.07 feet along the North line of said parcel; thence N66°37'08"W 113.78 feet to the POINT OF BEGINNING; thence N85°17'37"W 841.02 feet; thence N46°16'33"W 23.83 feet; thence S85°17'37"E 815.15 feet; thence S66°37'08"E 46.85 feet to the Point of Beginning, containing 0.01 acres of land, more or less.

LEGEND

- PROPERTY LINE
- PROPOSED PIPELINE
- PROPOSED 100' WD. MARATHON EASEMENT
- PROPOSED TEMPORARY WORK SPACE
- TWS
- ATWS
- P.O.C.
- P.O.B.
- MARATHON EASEMENT
- TEMPORARY WORK SPACE
- ADDITIONAL TEMPORARY WORK SPACE
- POINT OF COMMENCING
- POINT OF BEGINNING

NOTES

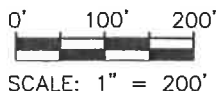
1. BOUNDARY SURVEY HAS NOT BEEN PERFORMED FOR SUBJECT PARCEL.
2. BEARING BASIS IS BASED UPON NAD83 OHIO STATE PLANE, NORTH ZONE, US FOOT

PROJECT: MARATHON PIPE LINE – HARPSTER TO LIMA PIPELINE PROJECT



**Marathon
 Pipe Line LLC**

JOB:	1050-15-6828
DWG:	HL-AL-5241.0000
ISSUE DATE:	01-27-16
REV.:	07-20-16
REV.:	-
DRAWN BY:	ET
CHECK BY:	OW
SHEET:	6 OF 7



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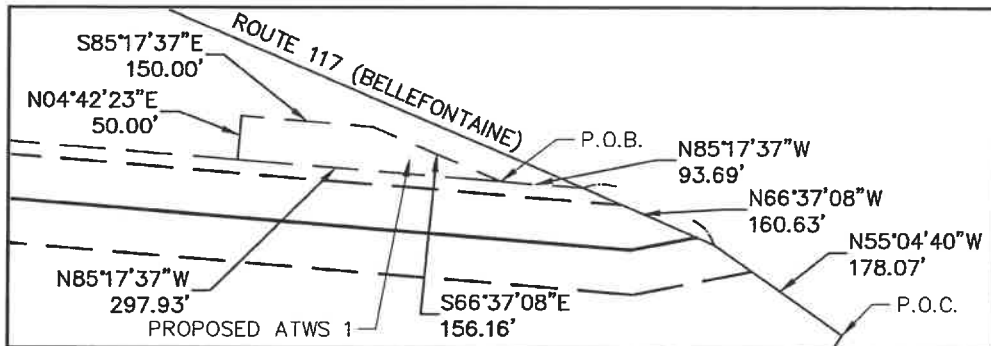
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EXHIBIT A
ALLEN COUNTY, OHIO

TRACT NO.: HL-AL-5241.0000
GENERAL WARRANTY DEED BOOK: 2014 PAGE: 4221

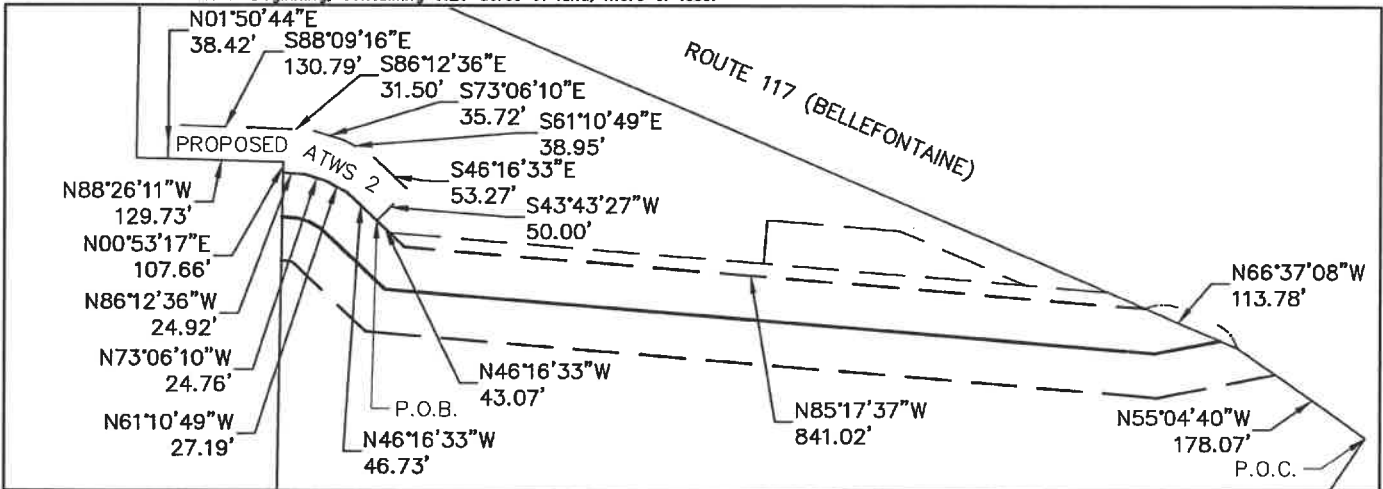


Inst: 201610170011301 10/17/2016
P: 15 of 15F: \$132.00 2:09:43PM
Mona S Lash T20160016494
Allen County V: 2016 P: 11301



PROPOSED ADDITIONAL TEMPORARY WORK SPACE (ATWS 1)

Commencing at the Northeast corner of parcel as described in General Warranty Deed Book 2014, Page 4221, Allen County records; thence N55°04'40"W 178.07 feet along the North line of said parcel; thence N66°37'08"W 160.63 feet; thence N85°17'37"W 93.69 feet to the POINT OF BEGINNING; thence continuing N85°17'37"W 297.93 feet; thence N04°42'25"E 50.00 feet; thence S85°17'37"E 815.15 feet; thence S85°17'37"E 150.00 feet; thence S66°37'08"E 156.16 feet to the Point of Beginning, containing 0.26 acres of land, more or less.



PROPOSED ADDITIONAL TEMPORARY WORK SPACE (ATWS 2)

Commencing at the Northeast corner of parcel as described in General Warranty Deed Book 2014, Page 4221, Allen County records; thence N55°04'40"W 178.07 feet along the North line of said parcel; thence N66°37'08"W 113.78 feet; thence N85°17'37"W 841.02 feet; thence N46°16'33"W 43.07 feet to the POINT OF BEGINNING; thence continuing N46°16'33"W 46.73 feet; thence N61°10'49"W 27.19 feet; thence N73°06'10"W 24.76 feet; thence N86°12'36"E 24.92 feet; thence N00°53'17"E 107.66 feet along Westerly line of said parcel; thence N88°26'11"W 129.73 feet along the Southerly line of said parcel; thence N01°50'44"E 38.42 feet; thence S88°09'16"E 130.79 feet; thence S86°12'36"E 31.50 feet; thence S73°06'10"E 35.72 feet; thence S61°10'49"E 38.95 feet; thence S46°16'33"E 53.27 feet; thence S43°43'27"W 50.00 feet to the Point of Beginning, containing 0.28 acres of land, more or less.

LEGEND

- PROPERTY LINE
- PROPOSED PIPELINE
- - - PROPOSED 100' WD. MARATHON EASEMENT
- TWS TEMPORARY WORK SPACE
- ATWS ADDITIONAL TEMPORARY WORK SPACE
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING

PROJECT: MARATHON PIPE LINE – HARPSTER TO LIMA PIPELINE PROJECT



**Marathon
Pipe Line LLC**

JOB:	1050-15-6828
DWG:	HL-AL-5241.0000
ISSUE DATE:	01-27-16
REV.:	07-20-16
REV.:	-
DRAWN BY:	ET
CHECK BY:	OW
SHEET:	7 OF 7

0' 100' 200'
SCALE: 1" = 200'



METRO CONSULTING ASSOCIATES

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PROJECT: Marathon Pipe Line LLC, Harpster to Lima Pipeline

**TRACT #: HL-AL-5239.0000, HL-AL-5241.0000
ALLEN COUNTY, OHIO**

ADDENDUM TO PERMANENT EASEMENT AGREEMENT

This Addendum to the Permanent Easement Agreement ("Addendum") is made by and between TMC Farms, an Ohio limited liability company, whose mailing address is 3639 Bluelick Rd. Lima, OH 45801 (hereinafter referred to as "GRANTOR," whether one or more), and Marathon Pipe Line LLC, whose mailing address is 539 S. Main Street, Findlay, Ohio 45840 and its successors and assigns (such entity and its successors and assigns are collectively referred to as "MPL"). MPL and GRANTOR have entered into the Permanent Easement Agreement dated the 31st day of August, 2016. This Addendum is made a part of the Permanent Easement Agreement entered into between MPL and GRANTOR.

To the extent any terms of this Addendum conflict with those of the Permanent Easement Agreement, the terms of this Addendum shall control.

1. Consideration

MPL agrees to pay GRANTOR \$ _____ for payment for the permanent easement, any temporary easements, temporary access roads, temporary workspace as shown on Exhibit A to the Permanent Easement Agreement ("Easement Area").

MPL shall compensate GRANTOR for actual damages caused by MPL that occur inside and outside of the Easement Area, including but not limited to damages to crops, fences, houses, barns, other improvements and personal property, including those damages caused by MPL after initial pipeline construction and during any future construction, operation, maintenance, and repairs relating to MPL's use of the pipeline or Easement Area.

2. Pipeline Depth

- A. Except for above-ground piping facilities, such as mainline block valves, tap valves, meter stations, etc., as shown on Exhibit A to the Permanent Easement Agreement the pipeline shall be buried with a minimum of 48 inches of top cover.
- B. At locations where bedrock is encountered at depths of less than 48 inches below the surface at that location and in bedrock bottom streams, the pipeline shall be buried with a minimum of 18 inches of top cover where reasonably practical.

3. Land Restoration

- A. **DOUBLE DITCHING.** The full depth of the topsoil shall first be stripped from the full width of the temporary workspace (except in wooded areas and within ten (10)

feet of existing pipelines) and permanent easement described in the Permanent Easement Agreement and as shown on **Exhibit A** thereto ("Easement Area"). The topsoil will be stored in a windrow parallel to the pipeline trench in such a manner that it will not become intermixed or come in contact with subsoil, any other excavated materials and construction activity. The depth of topsoil removal shall include all of the "A" horizon down to the beginning of the subsoil "B" horizon, or as identified by the County Soil and Water Conservation District, generally not to exceed a maximum of 12 inches.

Subsoil material shall be removed from the trench subsequent to the topsoil removal and shall be placed in a windrow parallel to the pipeline trench that is separate from the topsoil windrow(s).

- B. **BACKFILLING.** In backfilling the trench, the stockpiled subsoil material shall be placed back into the trench and shall be fractured by deep ripping to a depth of 9-12 inches below the surface of the subsoil with the appropriate industrial ripper with a maximum teeth spacing of 16 inches, before replacing the topsoil. Following the ripping and before replacing the topsoil, all stone and rock material five (5) inches and larger in size which has been lifted to the surface shall be collected and removed from the site.

The topsoil must be replaced so that after settling occurs, the topsoil's original depth and contour will be restored. The same shall apply where excavations are made for road, stream, drainage ditch, or other crossings. In no instance will the topsoil materials be used for any other purpose.

In situations where the excavated soil is insufficient in quantity to meet backfill requirements, the soil of any adjacent agricultural land shall not be used. Rather, soil shall be imported as set forth herein.

- C. **IMPORTED SOILS.** In situations where imported soil materials are employed for backfill on agricultural lands, such material shall be obtained from a source that is mutually acceptable to MPL and GRANTOR, and shall be guaranteed by the source to be free of all environmental contamination and compliant with all existing governmental regulations. Imported soils shall also be free of noxious weeds and other pests.

For clarification purposes, MPL shall re-use the topsoil excavated from the property and is not obligated to import topsoil unless the excavated topsoil becomes contaminated or mixed with subsoil, or is insufficient to meet backfill requirements as specified hereunder.

- D. **EROSION CONTROL.** MPL will take all appropriate measures to prevent erosion on the Easement Area and adjacent lands, including the maintaining continuous operation of all existing surface drainage on the Easement Area, per the approved environmental permits.

- E. DRAIN TILE. MPL will locate all tile lines within the Easement Area during the pipeline's installation so repairs can be made if necessary. MPL will contact affected GRANTORS/Tenants for their knowledge of tile line locations during the installation of the pipeline. If the location of tile lines is known precisely, those tile lines will be staked or flagged prior to construction to alert construction crews to the possible need for tile line repairs. If previously unidentified, tile lines that are encountered and cut during grading or trenching activities will be flagged at that time.

After construction, the drain tile will be connected across the Easement Area to facilitate a reunited overall tile drain system in the agricultural field, as well as to maintain the same or better drainage within Grantor's property as prior to construction. MPL agrees to allow GRANTOR to hire a contractor of Grantor's choice to install or repair field drain tile, provided such repairs do not interfere, impede or delay any planned construction activities and is based on a reasonable and customary estimate. MPL shall make payment to GRANTOR within five (5) business days after GRANTOR's submission of any MPL-approved estimate or invoice and, MPL shall pay one-hundred percent (100%) of the invoice after submission by GRANTOR. MPL's approval of any estimate or invoice shall not be unreasonably withheld. GRANTOR and GRANTOR's contractor to be escorted by safety inspector whenever entering active construction area and will wear proper OSHA required Personal Protection Equipment (PPE). MPL shall notify GRANTOR when MPL's construction activities will no longer impede GRANTOR'S drain tile repairs. GRANTOR shall then be permitted to make or cause to be made such drain tile repairs in the Easement Area any time thereafter.

Within 24 hours, Tile lines that are damaged, cut, or removed shall be temporarily repaired and reconnected to the existing drainage system as required to maintain comparable drainage to that which existed prior to construction, at MPL's sole cost. Tile lines that are damaged or cut but are not required to be reconnected to maintain comparable drainage to that which existed prior to construction will be screened or otherwise protected during construction, at MPL's sole cost, so as to prevent the entry of vegetation, sediment, small animals and/or other foreign materials into the tile line until such time as permanent repairs are made.

- F. CONSTRUCTION DEBRIS. All construction related debris and material that are not an integral part of the pipeline will be removed daily from GRANTOR'S property.
- G. WEED CONTROL. During initial construction MPL shall provide for weed control on the Easement Area in a manner that prevents the spread of weeds onto adjacent lands used for agricultural purposes. If spraying is to be utilized by MPL, such will be done by a pesticide applicator that is appropriately licensed for doing such work in the state of Ohio.

Should MPL fail to control weeds after being given written notice and a 45-day opportunity to respond, MPL will be responsible for reimbursing all reasonable costs for weed control and any actual crop damage incurred by owners of land adjacent to the Easement Area.

- H. RE-SEEDING. Upon completion of backfilling, MPL shall level, re-grade and re-seed the Easement Area with a mutually acceptable cover crop.
- I. WATER DISPOSAL. In the event it becomes necessary to pump water from open trenches, MPL will pump the water in a manner that will avoid damaging adjacent land, crops, and/or pasture. Such damages include, but are not limited to, destruction of landscaping, inundation of crops for more than 24 hours, deposition of sediment in ditches and other water courses, and the deposition of subsoil sediment and gravel in fields and pastures.

If it is impossible to avoid water-related damages as described above, MPL shall compensate GRANTOR for the damages or will correct the damages so as to restore the landscaping, crops, pasture, water courses, etc. to their pre-construction condition.

- J. SPRINGS, WELLS, SEPTIC SYSTEMS. In the event any activity carried out by MPL pursuant to the terms of the Permanent Easement Agreement or this Addendum damages, disturbs or injures the quality or quantity of GRANTOR's fresh water well or source or septic system located on the property, then MPL shall, at its sole cost and expense, take all reasonable and necessary steps to correct any such damage, disturbance or injury and to remediate the same to as close to pre-damage status quo as reasonably possible, with all reasonably related costs of repair and maintenance to be paid by MPL.
- K. MONITORING PERIOD. MPL shall provide a monitoring and remediation period of no less than one- year immediately following the full-length activation of the pipeline or the completion of initial restoration of the Easement Area, whichever occurs last ("Monitoring Period"). MPL shall be responsible for the cost of the monitoring and remediation. The one-year period allows for the effects of climatic cycles such as frost action, precipitation and growing seasons to occur, from which various monitoring determinations can be made. The monitoring and remediation phase shall be used to identify any remaining impacts associated with the pipeline construction that are in need of correction and to implement the follow-up restoration.

During the Monitoring Period MPL shall monitor general right-of-way conditions, including but not limited to erosion of topsoil, topsoil thickness, relative content of rock and large stones, soil settling, drainage, fencing, septic systems and natural water sources. Any problems shall be identified through on-site monitoring of the right-of-way and adjacent lands and through contact with GRANTOR, and MPL shall be obligated to restore any identified problems to pre-construction condition.

- L. GRANTOR'S ACCESS. During periods of construction and maintenance, MPL shall provide GRANTOR continuous vehicular access across the Easement Area at the location(s) of existing vehicular drive(s) on GRANTOR's Property.

4. Timber

- A. Trees that are eight inches (8") or greater in diameter will be limbed and stock piled outside the edge of the temporary workspace. MPL shall remove from GRANTOR'S property all other fallen tree material, including brush and stumps, on the easement area within 45 days after the falling of said tree material.
- B. GRANTOR retains the right to harvest any timber within the permanent easement and temporary workspace shown on Exhibit A prior to installation of the pipeline.

5. Tax Liability

In the event MPL's activities on GRANTOR's property result in the assessment of additional or increased ad valorem tax liability to GRANTOR, MPL agrees to reimburse GRANTOR for the amount of the additional or increased liability.

6. Agricultural Programs

In the event GRANTOR's land is subject to any federal, state, local and/or agricultural assistance programs, i.e., CAUV, CRP, or Forest Land Program, including any interest and penalties thereon, and any roll back or reimbursement or recoupment or retroactive assessment is made against the GRANTOR's land on account of, arising out of, or relating to the operations of MPL on GRANTOR's land, MPL shall be responsible for paying any and all of such amounts, and shall reimburse GRANTOR for the amount of such increase within thirty (30) days after GRANTOR provides MPL with written documentation reflecting such increase and the basis thereof.

7. Trespass

MPL and its employees and authorized agents shall not disturb, use or travel upon, camp, carry firearms, or fish in any streams, lakes or ponds, or hunt any wildlife on GRANTOR's property, and any of the foregoing shall constitute a trespass. MPL's permitted activities shall be limited exclusively to those activities necessary to the exercise of MPL's rights granted under the Permanent Easement Agreement.

8. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Ohio.

9. Arbitration

Any damages alleged as a result of the failure of MPL to comply with any construction, maintenance, or restoration requirement, pursuant to this Addendum shall first be subject to good faith negotiations between the parties. Should the parties not mutually reach agreement regarding alleged damages within 30 days after MPL has been notified of said damages, such dispute shall be subject to binding arbitration with the American Arbitration Association. The location of such arbitration will be Columbus, Ohio, or at GRANTOR'S request, in the county in which the property is located. The decision of the arbitrator shall be binding and enforceable and subject to the continuing jurisdiction of the courts of the State of Ohio. MPL will be responsible for payment of all costs associated with the arbitration, including fees for the arbitrators.

10. Effect of Addendum

This Addendum, together with the Permanent Easement Agreement is intended by the parties as the final, complete and exclusive statement of the terms and conditions of their agreement and is intended to supersede all previous agreements and understandings between the parties relating to the rights granted herein. No amendment, modification or waiver of any provisions of this Agreement shall be valid or enforceable unless in writing and signed by the parties. This Agreement shall bind and benefit the parties' heirs, legal representatives, successors and assigns. The terms of this Agreement shall be independent of, and unless otherwise expressly stated, shall survive the execution of any further documents or agreements between the parties. If any provision of this Agreement is deemed void, invalid, or unenforceable by any court or tribunal of competent jurisdiction, such provisions shall be stricken from this Agreement without effect on the remaining provisions of the Agreement as a whole. No failure or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof or preclude the exercise of any other right, power, or privilege hereunder. Any individual signing this Agreement in a representative capacity warrants full authority and power from the purported principal to fully bind the principal to all terms and conditions contained herein.

11. Recordation

MPL and GRANTOR agree that this Addendum and/or any copy thereof will not be recorded in any registry of deeds, recorder's office or other public office pertaining to property records. Any attempt by GRANTOR or their representatives, attorneys' or agents to record this instrument or a copy of this instrument in such office either as a stand-alone instrument or as an exhibit attachment or schedule to an affidavit or other recordable instrument or document shall render this Agreement null, void, and unenforceable.

12. Confidentiality

The terms of this Addendum shall remain confidential and shall not be disclosed by either party for a period of one (1) year following the date of this Addendum,

provided that GRANTOR reserves the right to make disclosures to any appraisers if relevant to the appraiser's analysis, to any potential purchasers of GRANTOR's Property and to any tax professionals for purposes of tax preparation during that period.

13. Availability

MPL shall maintain this Addendum on file and shall make available to GRANTOR or any of GRANTOR'S designees or potential designees to the Permanent Easement Agreement.

14. Additional Provisions

- A. MPL shall not utilize spraying as a method of vegetation control on GRANTOR's property.
- B. Upon completion of initial construction, GRANTOR shall retain the right to build fences across the easement area, so long as same can be accomplished in accordance with MPL's written procedures which MPL shall provide to GRANTOR.

[INTENTIONALLY LEFT BLANK]

EXECUTED this 31 day of August, 2016.

GRANTOR:

By: TMC Farms, an Ohio limited liability company

Signature: *Matthew Treglia*

Name: Matthew Treglia

Title: Pres

State of Ohio)

County of Allen) ss

Before me, a Notary Public in and for the State and County aforesaid, personally appeared [Name] Matthew Treglia, [Title] President TMC Farms, an Ohio limited liability company, an Ohio limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed on behalf of said TMC Farms, an Ohio limited liability company.

IN WITNESS WHEREOF, I have set my hand and seal this 31 day of August, 2016.

Signature: *Mandy Strange*
Print Name: Mandy Strange

My commission expires: _____

GRANTEE:

Marathon Pipe Line LLC

By: *Edward D. May*

Edward D. May
(Printed Name)

Its: Field SERVICES MANAGER



MANDY STRANGE
Notary Public, State of Ohio
My Commission Expires
Oct. 20, 2018



4846-4601-9894, v. 1

9684251_1 052592.0142

State of Ohio)
) ss
County of Hancock)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Edward D. May, [Title] Field Services Manager of Marathon Pipe Line LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed on behalf of said Marathon Pipe Line LLC, a Delaware limited liability company.

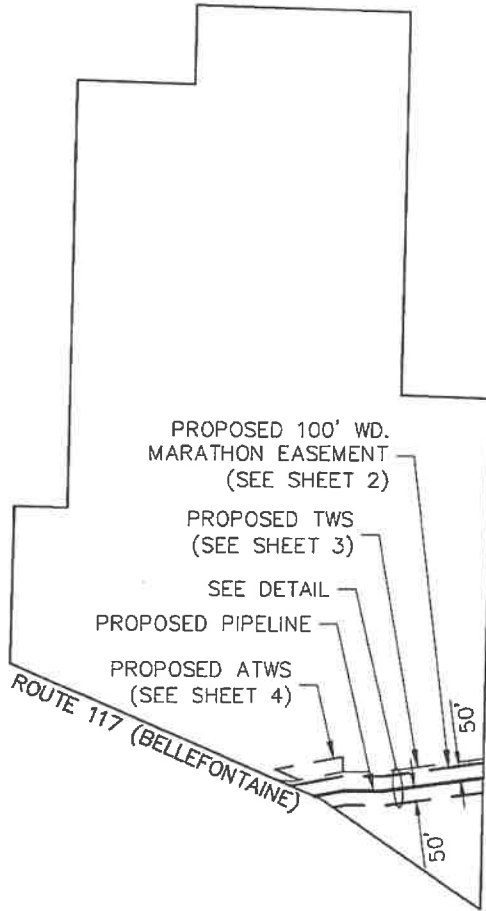
IN WITNESS WHEREOF, I have set my hand and seal this 16 day of September, 2016.

Signature: Holly A. Fenstermaker
Print Name: Holly A. Fenstermaker
My commission expires: Aug. 21, 2019



Holly A. Fenstermaker
Notary Public, State of Ohio
My Commission Expires 8/21/2019

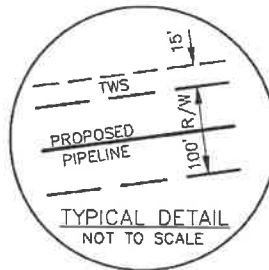
EXHIBIT A
 ALLEN COUNTY, OHIO
 TRACT NO.: HL-AL-5239.0000
 GENERAL WARRANTY DEED VOLUME: 2014 PAGE: 4221



LEGEND

	PROPERTY LINE
	PROPOSED PIPELINE
	PROPOSED 100' WD. MARATHON EASEMENT
	TEMPORARY WORK SPACE
	ADDITIONAL TEMPORARY WORK SPACE
TWS	
ATWS	

Permanent Total ROW Width 100 Ft.,
 50' Left, 50' Right of Centerline
 573' ± Length, 1.32 ± Acres.
 Total Temporary Work Space: 0.23 ± Acres
 Total Additional Temporary Work Space: 0.22 ± Acres



NOTES

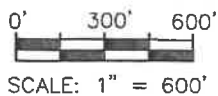
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PROJECT: MARATHON PIPE LINE — HARPSTER TO LIMA PIPELINE PROJECT



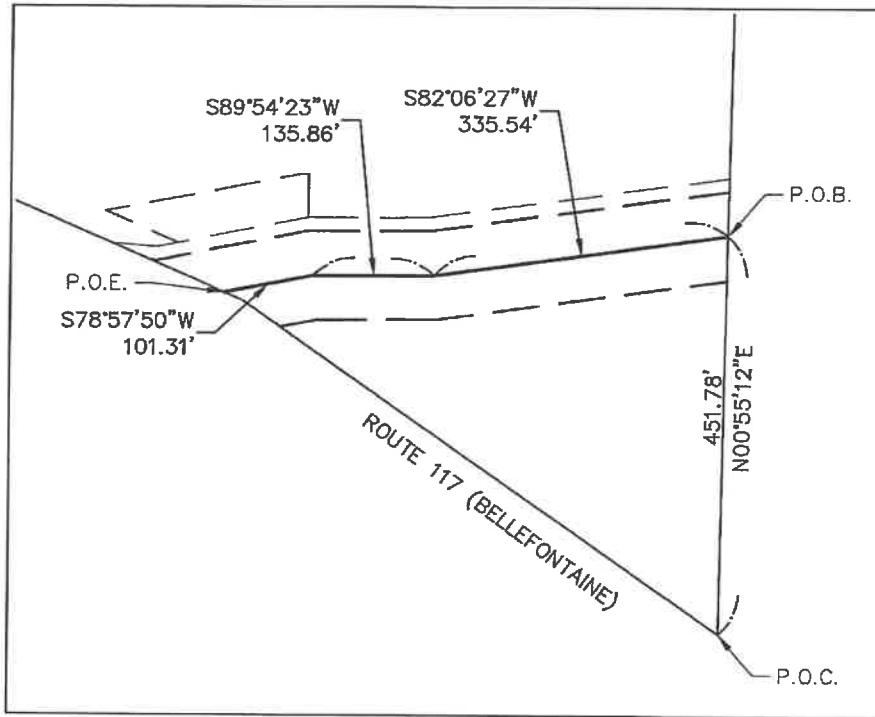
**Marathon
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JOB:	1050-15-6828
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EXHIBIT A
 ALLEN COUNTY, OHIO
 TRACT NO.: HL-AL-5239.0000
 GENERAL WARRANTY DEED VOLUME: 2014 PAGE: 4221



PROPOSED 100' WIDE MARATHON EASEMENT

Centerline of a Proposed 100 Foot Wide Easement, having 50 feet on each side, with a centerline described as follows:

Commencing at the Southeast corner of parcel as described in General Warranty Deed Volume 2014, Page 4221, Allen County Records; thence N00°55'12"E 451.78 feet along the East line of said parcel to the POINT OF BEGINNING; thence S82°06'27"W 335.54 feet; thence S89°54'23"W 135.86 feet; thence S78°57'50"W 101.31 feet to the POINT OF ENDING, containing 1.32 acres of land, more or less; the sidelines of said easement shall be shortened or lengthened to terminate at said described boundary line.

LEGEND

	PROPERTY LINE
	PROPOSED PIPELINE
	PROPOSED 100' WD. MARATHON EASEMENT
	TEMPORARY WORK SPACE
	ADDITIONAL TEMPORARY WORK SPACE
TWS	TEMPORARY WORK SPACE
ATWS	ADDITIONAL TEMPORARY WORK SPACE
P.O.C.	POINT OF COMMENCING
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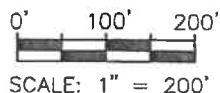
1. BOUNDARY SURVEY HAS NOT BEEN PERFORMED FOR SUBJECT PARCEL.
2. BEARING BASIS IS BASED UPON NAD83 OHIO STATE PLANE, NORTH ZONE, US FOOT

PROJECT: MARATHON PIPE LINE – HARPSTER TO LIMA PIPELINE PROJECT



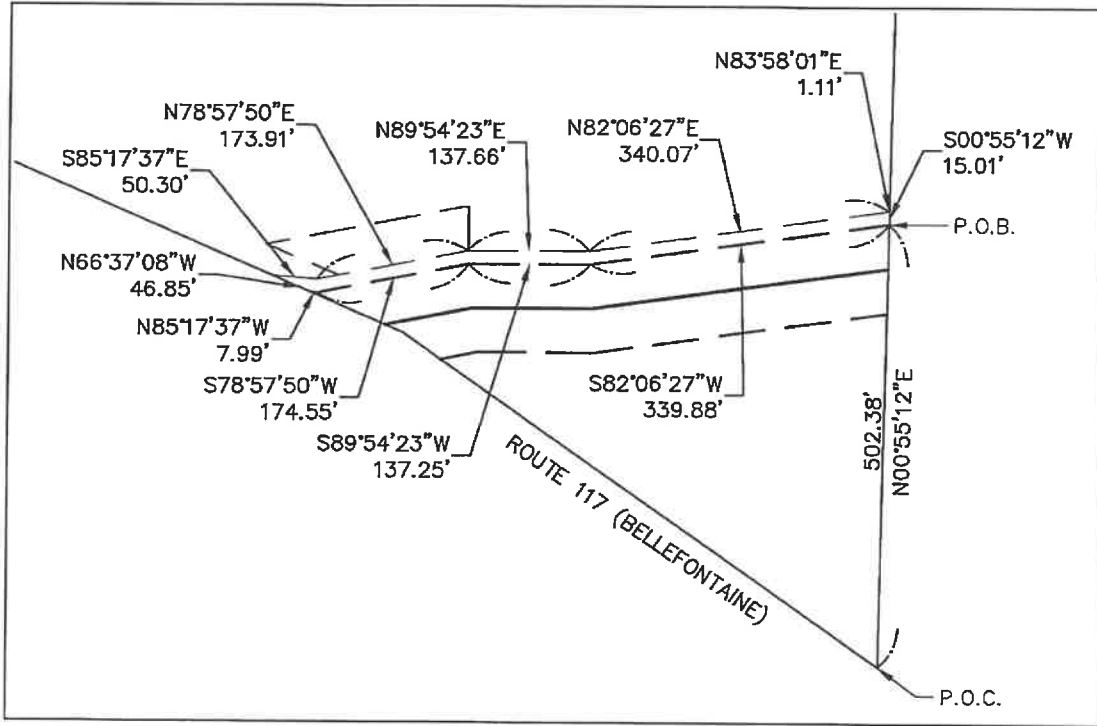
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SHEET:	2 OF 7



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EXHIBIT A
ALLEN COUNTY, OHIO
TRACT NO.: HL-AL-5239.0000
GENERAL WARRANTY DEED VOLUME: 2014 PAGE: 4221



PROPOSED TEMPORARY WORK SPACE (TWS)

Commencing at the Southeast corner of parcel as described in General Warranty Deed Volume 2014, Page 4221, Allen County Records; thence N00°55'12"E 502.38 feet along the East line of said parcel to the POINT OF BEGINNING; thence S82°06'27"W 339.88 feet; thence S89°54'23"W 137.25 feet; thence S78°57'50"W 174.55 feet; thence N85°17'37"E 7.99 feet; thence N66°37'08"W 46.85 feet along the West line of said Parcel; thence S85°17'37"E 50.30 feet; thence N78°57'50"E 173.91 feet; thence N89°54'23"E 137.66 feet; thence N82°06'27"E 340.07 feet; thence N83°58'01"E 1.11 feet; thence S00°55'12"W 15.01 feet along said East line of parcel to the Point of Beginning, containing 0.23 acres of land, more or less.

LEGEND

	PROPERTY LINE
	PROPOSED PIPELINE
	PROPOSED 100' WD. MARATHON EASEMENT
	TEMPORARY WORK SPACE
	ADDITIONAL TEMPORARY WORK SPACE
TWS	TEMPORARY WORK SPACE
ATWS	ADDITIONAL TEMPORARY WORK SPACE
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING

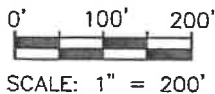
NOTES

- BOUNDARY SURVEY HAS NOT BEEN PERFORMED FOR SUBJECT PARCEL.
- BEARING BASIS IS BASED UPON NAD83 OHIO STATE PLANE, NORTH ZONE, US FOOT

PROJECT: MARATHON PIPE LINE – HARPSTER TO LIMA PIPELINE PROJECT



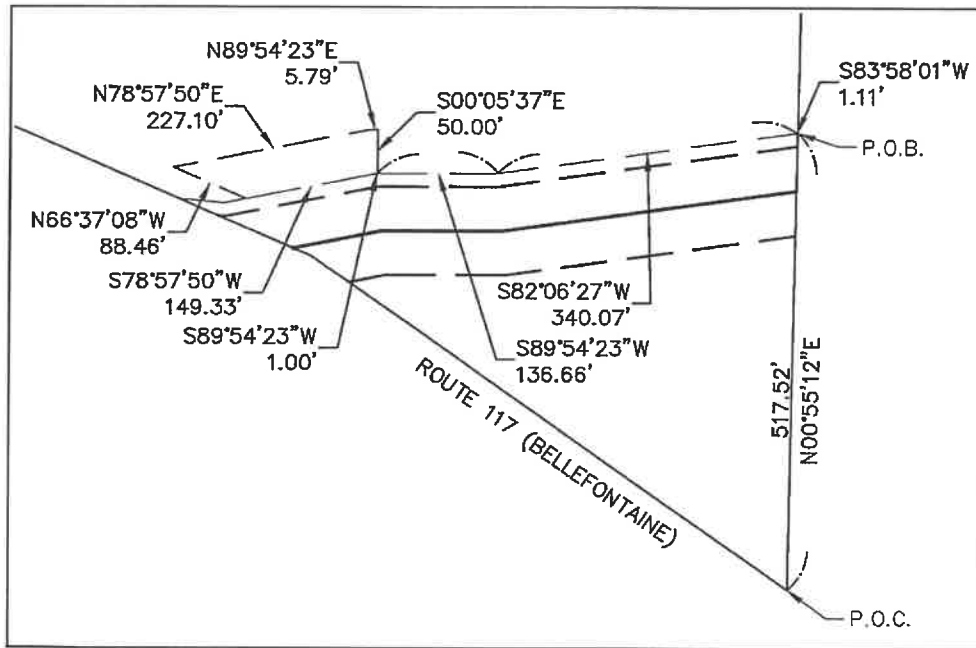
**Marathon
Pipe Line LLC**



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JOB:	1050-15-6828
DWG:	HL-AL-5239.0000
ISSUE DATE:	07-20-16
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REV.:	-
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EXHIBIT A
ALLEN COUNTY, OHIO
TRACT NO.: HL-AL-5239.0000
GENERAL WARRANTY DEED VOLUME: 2014 PAGE: 4221



PROPOSED ADDITIONAL TEMPORARY WORK SPACE (ATWS)

Commencing at the Southeast corner of parcel as described in General Warranty Deed Volume 2014, Page 4221, Allen County Records; thence N00°55'12"E 517.52 feet along the East line of said parcel; thence S83°58'01"W 1.11 feet; thence S82°06'27"W 340.07 feet; thence S89°54'23"W 136.66 feet to the POINT OF BEGINNING; thence continuing S89°54'23"W 1.00 feet; thence S78°57'50"W 149.33 feet; thence N66°37'08"W 88.46 feet; thence N78°57'50"E 227.10 feet; thence N89°54'23"E 5.79 feet; thence S00°05'37"E 50.00 feet to the Point of Beginning, containing 0.22 acres of land, more or less.

LEGEND

- PROPERTY LINE
- PROPOSED PIPELINE
- PROPOSED 100' WD.
- MARATHON EASEMENT
- TEMPORARY WORK SPACE
- ADDITIONAL TEMPORARY WORK SPACE
- TWS
- ATWS
- P.O.C.
- P.O.B.
- POINT OF COMMENCING
- POINT OF BEGINNING

NOTES

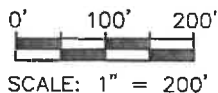
1. BOUNDARY SURVEY HAS NOT BEEN PERFORMED FOR SUBJECT PARCEL.
2. BEARING BASIS IS BASED UPON NAD83 OHIO STATE PLANE, NORTH ZONE. US FOOT

PROJECT: MARATHON PIPE LINE – HARPSTER TO LIMA PIPELINE PROJECT



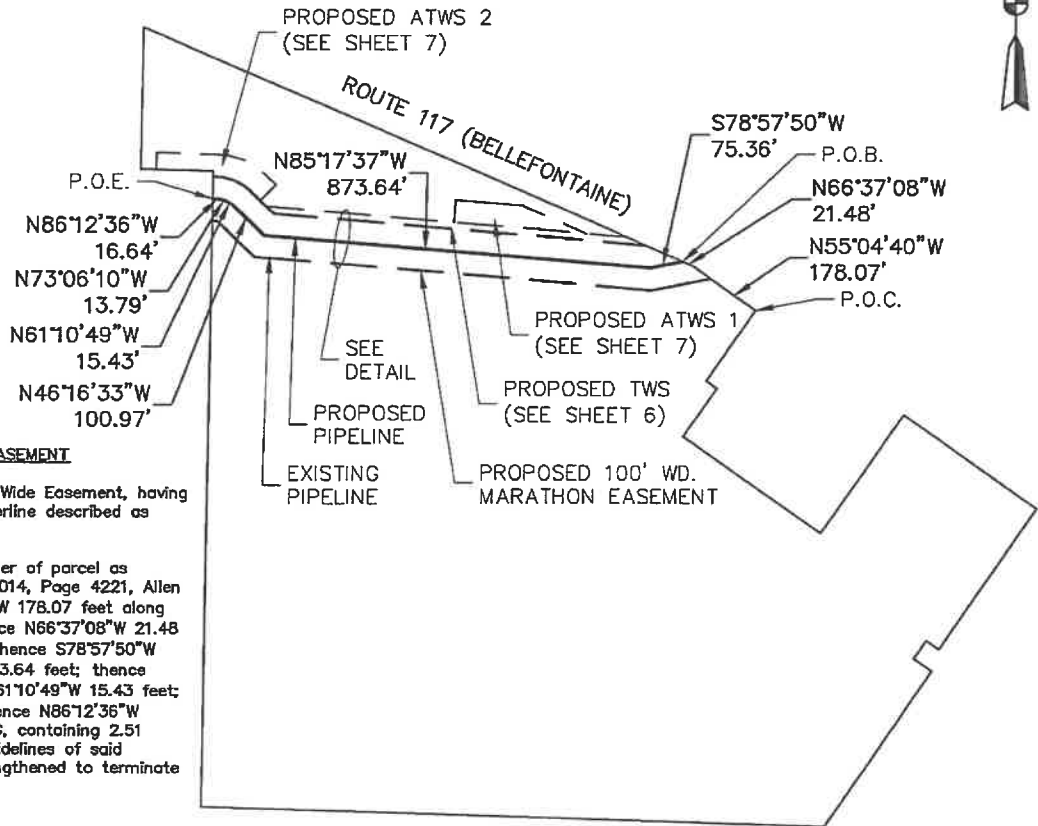
**Marathon
Pipe Line LLC**

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EXHIBIT A
ALLEN COUNTY, OHIO
 TRACT NO.: HL-AL-5241.0000
 GENERAL WARRANTY DEED BOOK: 2014 PAGE: 4221



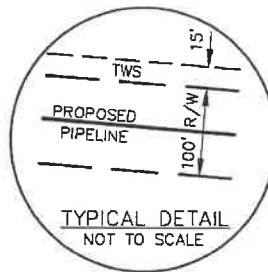
PROPOSED 100' WIDE MARATHON EASEMENT

Centerline of a proposed 100 foot Wide Easement, having 50 feet on each side, with a centerline described as follows:

Commencing at the Northeast corner of parcel as described in Warranty Deed Book 2014, Page 4221, Allen County records; thence N55°04'40\"/>

LEGEND

- PROPERTY LINE
- PROPOSED PIPELINE
- PROPOSED 100' WD. MARATHON EASEMENT
- TWS
- ATWS
- P.O.C.
- P.O.B.
- P.O.E.
- ADDITIONAL TEMPORARY WORK SPACE
- POINT OF COMMENCING
- POINT OF BEGINNING
- POINT OF ENDING



Permanent Total ROW Width 100 Ft.,
50' Left, 50' Right of Centerline
1096 ± Length, 2.51 ± Acres.
 Total Temporary Work Space: 0.54 ± Acres
 Total Additional Temporary Work Space: 0.29 ± Acres

NOTES

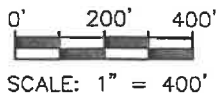
1. BOUNDARY SURVEY HAS NOT BEEN PERFORMED FOR SUBJECT PARCEL.
2. BEARING BASIS IS BASED UPON NAD83 OHIO STATE PLANE, NORTH ZONE, US FOOT

PROJECT: MARATHON PIPE LINE – HARPSTER TO LIMA PIPELINE PROJECT



**Marathon
Pipe Line LLC**

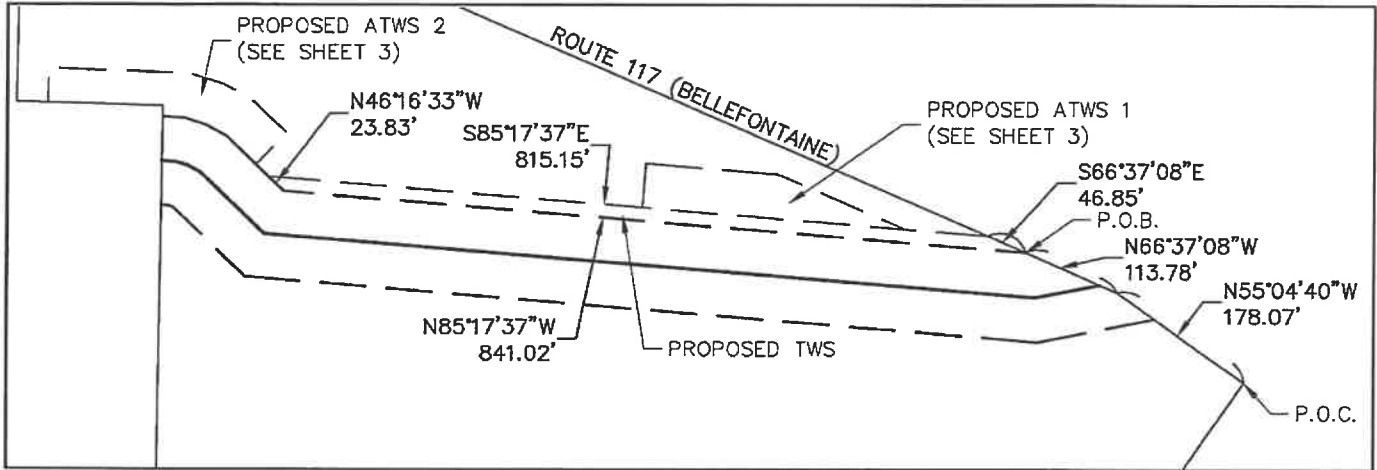
JOB:	1050-15-6828
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EXHIBIT A
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PROPOSED TEMPORARY WORK SPACE (TWS)

Commencing at the Northeast corner of parcel as described in General Warranty Deed Book 2014, Page 4221, Allen County records; thence N55°04'40\"/>

LEGEND

	PROPERTY LINE
	PROPOSED PIPELINE
	PROPOSED 100' WD. MARATHON EASEMENT
	TEMPORARY WORK SPACE
	ADDITIONAL TEMPORARY WORK SPACE
	POINT OF COMMENCING
	POINT OF BEGINNING

NOTES

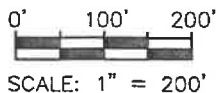
1. BOUNDARY SURVEY HAS NOT BEEN PERFORMED FOR SUBJECT PARCEL.
2. BEARING BASIS IS BASED UPON NAD83 OHIO STATE PLANE, NORTH ZONE, US FOOT

PROJECT: MARATHON PIPE LINE – HARPSTER TO LIMA PIPELINE PROJECT



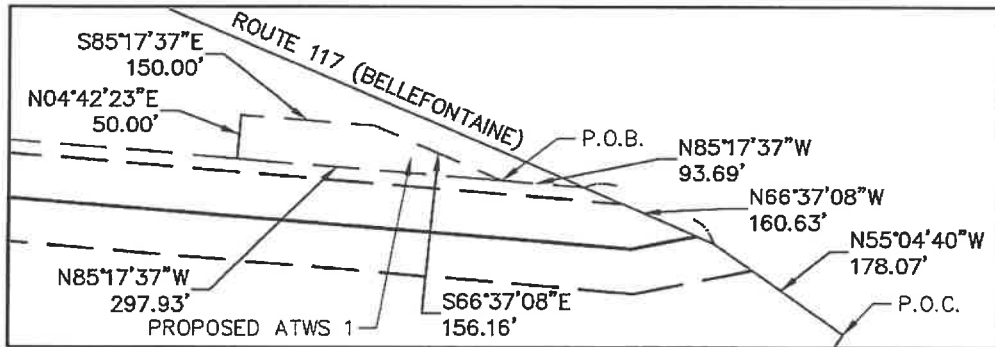
**Marathon
Pipe Line LLC**

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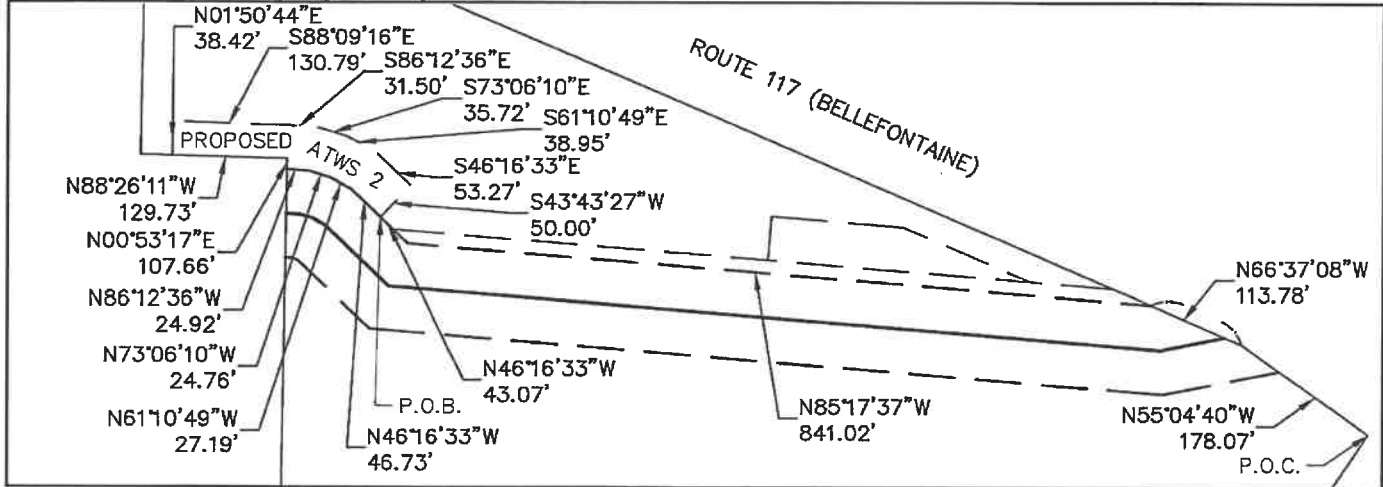
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EXHIBIT A
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PROPOSED ADDITIONAL TEMPORARY WORK SPACE (ATWS 1)

Commencing at the Northeast corner of parcel as described in General Warranty Deed Book 2014, Page 4221, Allen County records; thence N55°04'40\"/>



PROPOSED ADDITIONAL TEMPORARY WORK SPACE (ATWS 2)

Commencing at the Northeast corner of parcel as described in General Warranty Deed Book 2014, Page 4221, Allen County records; thence N55°04'40\"/>

LEGEND

- PROPERTY LINE
- PROPOSED PIPELINE
- PROPOSED 100' WD. MARATHON EASEMENT
- TWS TEMPORARY WORK SPACE
- ATWS ADDITIONAL TEMPORARY WORK SPACE
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING

PROJECT: MARATHON PIPE LINE – HARPSTER TO LIMA PIPELINE PROJECT



**Marathon
Pipe Line LLC**

0' 100' 200'

 SCALE: 1" = 200'



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