



Marathon Pipe Line LLC

539 South Main Street
Findlay, OH 45840
Tel: 419.422.2121

May 6, 2014

Mr. Duane Hackworth
Ohio Dept. of Transportation
1855 North McCullough Street
Lima, OH 45801

RE: Easements for I-75 Relocation in Findlay

Dear Duane,

Enclosed, please find copies of our right-of-way easements for the existing route of our 8" high pressure petroleum products pipeline. You had requested I send them and there was too much to scan and email so I just made paper copies.

Let me know if you need anything else.

Sincerely,

A handwritten signature in blue ink that reads "David S. Wisner".

David S. Wisner
Adv. Senior Right-of-Way Specialist
419-421-2211

RECEIVED
MAY - / 2014

PLANNING & ENGINEERING
DISTRICT 1

Kuenzli

134-063-1559
134-063-1560

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8860

AMENDMENT OF EASEMENT

40'

THIS AGREEMENT, made and entered into by and between Findlay Growth Foundation, an Ohio non-profit corporation, whose mailing address is P.O. Box 923, Findlay, Ohio 45840, hereinafter referred to as "OWNER", and Ohio River Pipe Line Company, a Delaware corporation, whose mailing address is P.O. Box 391, Ashland, Kentucky 41114, hereinafter referred to as "GRANTEE". OWNER and GRANTEE are sometimes hereinafter collectively referred to as "Parties".

WITNESSETH:

THAT, WHEREAS, GRANTEE owns a certain pipeline located upon, under and across certain lands situated in Hancock County, State of Ohio, by and through certain right of way and easement instruments dated June 29, 1955, of public record in Hancock County, State of Ohio in Deed Book 248 at Page 637, and dated May 31, 1955, of public record in Deed Book 248 at Page 603 in the aforesaid County, hereinafter collectively referred to as the "Right of Way"; and

WHEREAS, GRANTEE is vested with all of the rights, privileges and interest conveyed under the Right of Way; and

WHEREAS, OWNER represents that it is the present owner, subject to the Right of Way, of the following tract of land, hereinafter referred to as "Owner's Land":

A Part of the Northwest Quarter and a part of the Northeast Quarter of Section 25, Township 1 North, Range 10 East, City of Findlay, Hancock County, Ohio, being 23.777 acres, more or less;

being the same land to which OWNER acquired title from Enelco, Inc. by a certain instrument dated October 2, 1992, of public record in Volume 807 at Page 318 in the aforesaid County; and

7-20-93
15159

WHEREAS, the Parties have, for certain reasons, discussed and agreed, under certain conditions, to the relocation of GRANTEE'S existing pipeline or pipelines, whether one or more hereinafter collectively referred to as pipeline, upon Owner's Land to a different location upon Owner's Land, and desire to set to writing their understanding of said agreement, and the necessary amendment of the Right of Way.

NOW, THEREFORE, in consideration of the mutual benefits to be derived hereunder by the Parties hereto, the Parties agree as follows:

A. GRANTEE shall relocate all or part of its pipeline currently located on Owner's Land to a different location upon Owner's Land, hereinafter referred to as "Relocation", and within a right of way, hereinafter sometimes referred to as the "Right of Way Area", said Right of Way Area being described in written description referenced as Exhibit "A" dated July 1, 1993 prepared by Peterman Associates, Inc., and further described in Drawing No. 36-40, dated August 5, 1992, revised September 30, 1992, prepared by Peterman Associates, Inc., referenced as Exhibit "B", both attached hereto, under the following conditions:

1) GRANTEE'S performance of said Relocation is contingent upon the absence of any legal or physical restrictions that, in GRANTEE'S opinion, prevent the placement of the pipeline in the Right of Way Area.

2) OWNER covenants, and agrees to indemnify GRANTEE from any damages resulting therefrom, that no easements, leases or other reservations or encumbrances exist against the land encompassing the Right of Way Area which will prevent the Relocation or result in GRANTEE'S rights under this agreement being subordinate to any other party. OWNER shall remain jointly and severally liable for this covenant if assigned by OWNER to another party, unless otherwise approved by GRANTEE in writing.

3) GRANTEE'S pipelines shall, at any time in the future, exist or be located at any location within the Right of Way Area.

4) The Relocation is specifically subject to the terms and conditions of a certain Pipeline Relocation Agreement instrument between the Parties dated July 12, 1993.

B. In consideration of the Relocation hereunder, OWNER agrees to amend the Right of Way as follows:

1) GRANTEE, its successors and assigns, shall have an exclusive perpetual right of way and easement to construct, lay, install, maintain, operate, renew, replace, change the size, relocate, alter, improve, protect, access, repair, patrol (by surface or air), remove and abandon pipelines upon Owner's Land, at the location described in Section 2 below, together with all necessary, required or convenient equipment and appurtenances thereto including, but not limited to, devices for control of pipeline corrosion, valves and pipeline markers, and necessary access thereto. Any pipelines installed hereunder shall be for the transportation of any and all liquids, gases, solids, or any combination thereof.

2) The Right of Way Area shall be limited to a strip forty (40) feet wide, being located as described in referenced Exhibit A and depicted in referenced Exhibit B.

3) During the period of any construction, installation, repair, replacement or removal of GRANTEE'S facilities, GRANTEE may use additional temporary work space upon Owner's Land adjacent to the Right of Way Area as may be reasonably necessary to enable GRANTEE to more efficiently perform said work.

4) Insofar as the OWNER has the right to do so, there is further granted unto GRANTEE the same rights hereunder in and to the land along and under any roadways, streams, and easement areas located within, adjoining or adjacent to Owner's Land.

5) OWNER further grants unto GRANTEE, under the same rights and provisions herein, the right at any time after the date hereof to lay additional pipelines within the Right of Way Area defined hereunder.

6) GRANTEE shall have the right of ingress and egress to and from the Right of Way Area across Owner's Land adjacent to the Right of Way Area, except at any point along the Right of Way Area which is adjacent to and directly accessible from Western Avenue as located pursuant to the City of Findlay, Ohio Western Avenue Relocation Project No. 348237, with the further right to use the Right of Way Area to access lands adjoining Owner's Land. Notwithstanding, GRANTEE agrees to make reasonable efforts to use existing or future roadways and other practical routes on Owner's Land for such travel.

7) OWNER may use and enjoy the area encompassing the Right of Way Area in any way that does not interfere with GRANTEE'S rights under this grant. However, OWNER shall not, or allow others to, perform dangerous actions, substantially change the depth of cover, or erect, place or maintain any buildings or other permanent structures, including mobile homes, or other objects, including trees, or impoundments within the Right of Way Area which will, in GRANTEE'S judgment, endanger or restrict access to the Right of Way Area or GRANTEE'S facilities, without the written consent of GRANTEE. GRANTEE shall have the right to mow, cut, remove and control all trees, limbs, weeds, undergrowth, brush and other growing obstructions, and to remove, or require OWNER to remove, any hereinabove referenced unapproved objects or structures from the Right of Way Area. Any pipeline installed hereunder, except for necessary above-ground appurtenances, shall be buried below cultivation depth in areas of said lands under cultivation at the time of installation of GRANTEE'S facilities.

8) GRANTEE agrees to pay any damage which may occur to annual growing crops, drain tile, fences and other improvements allowed within the Right of Way Area, and to any improvement located outside the Right of Way Area from its exercise of any right held hereunder.

9) The right of way, easement, rights and privileges herein granted to GRANTEE, and ownership of any pipelines and appurtenances constructed thereunder, are each divisible, transferable, and assignable, in whole or part, vesting in one or more persons, firms or corporations, jointly or separately.

10) All herein agreements, covenants, terms and conditions shall run with the land and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of OWNER and GRANTEE.

C. The hereinabove provisions of Section B shall amend, supersede and replace the provisions of the Right of Way, and subsequent amendments to the Right of Way made prior to this agreement, if any, in their entirety, and shall hereafter apply to the Right of Way Area, and all pipelines of GRANTEE, both old, new, or future, existing upon Owner's

Land and installed under the Right of Way and subsequent amendments, if any, unless and until lawfully amended. The Right of Way shall continue in full force and effect, as amended herein, as to the land covered by the Right of Way which is within Owner's Land, and OWNER does hereby ratify, adopt and confirm the Right of Way as it affects said Owner's Land. The Right of Way shall survive, it being the intent of this instrument to only amend said Right of Way.

D. Upon completion of the Relocation covered by this agreement, as evidenced by GRANTEE in writing, GRANTEE shall quitclaim and release unto OWNER, its heirs, successors and assigns, all the right, title and interest which GRANTEE has or holds under and through the Right of Way, in and to Owner's Land, save and except the Right of Way Area upon Owner's Land, and upon which GRANTEE'S pipelines shall be located pursuant to said Relocation.

E. In the event the Right of Way Area set out and granted GRANTEE herein is not within and upon land originally covered by the Right of Way, OWNER does hereby give, grant, bargain, sell and convey, with covenant of general warranty, unto the GRANTEE, its successors and assigns, the same rights in and to said lands as set out herein.

F. OWNER covenants that it is the true, lawful and only owner of said Owner's Land constituting the Right of Way Area, and has full right and power to enter into this agreement and the herein covenants. OWNER releases and waives unto GRANTEE all rights, if any, of dower, curtesy and homestead exemption. The Right of Way shall continue in full force and effect as to land covered thereby which is not within Owner's Land, if any. Nothing in this instrument shall supersede, cancel or impair any right which GRANTEE has or holds with respect to the Right of Way, or to land covered by the Right of Way, which is not a part of Owner's Land, if any.

G. The GRANTEE, subsequent to the conveyance of the Right of Way described herein, shall indemnify and hold harmless the OWNER, its officers, employees and directors, from and against any and all losses, claims, obligations, liabilities, penalties, causes of action, damages, costs and expenses, including costs of suit and reasonable expenses of legal services ("Liabilities"), including without limitation Liabilities imposed by any violation of any applicable environmental law or regulation or arising out of any release of a hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C., Section 9601 et seq., the Resource Conservation Recovery Act ("RCRA"), 42 U.S.C. Section 6901 et seq., which has been or shall be determined at any time by any agency, court or by the State of Ohio (which determination shall be final, nonappealable and binding) to be hazardous or toxic substance regulated under all applicable laws, and to be directly attributable to GRANTEE'S actions and use of said land under its Right of Way. The obligations of GRANTEE under this paragraph apply only if (i) the OWNER promptly informs GRANTEE in writing of any claims within the scope of this paragraph, (ii) GRANTEE is given exclusive control of the defense of such claim and all negotiations relating to its settlement, except that when GRANTEE'S indemnity, as stated herein, is not reasonably expected to cover the entire claim, the parties shall have joint control of the defense or settlement, and (iii) the OWNER assists GRANTEE at GRANTEE'S expense in all reasonable respects in conducting the suit.

This agreement shall run with the land and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of OWNER and GRANTEE.

TO HAVE AND TO HOLD the said Right of Way and this agreement unto said GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the Parties have signed, sealed and delivered this instrument this 12th day of July, 19 93.

WITNESSES:

OHIO RIVER PIPE LINE COMPANY

Joyce R. Gartin
Joyce R. Gartin

Barbara K. Thompson
Barbara K. Thompson

Malcolm F. Howard
By: Malcolm F. HOWARD
Title: President

ATTEST:

Paul S. Meyer
By: PAUL S. MEYER
Title: SECRETARY

FINDLAY GROWTH FOUNDATION

John L. Kovach
John L. Kovach

David P. Kuenzli
David P. Kuenzli

Frank A. Guglielmi
By: Frank A. Guglielmi
Title: Pres.

ATTEST:

Robert E. Beach
By: ROBERT E. BEACH
Title: Secretary

This instrument prepared by:

M. F. Jordan
M. F. Jordan
2000 Ashland Drive
Russell, KY 41169

ACKNOWLEDGMENT

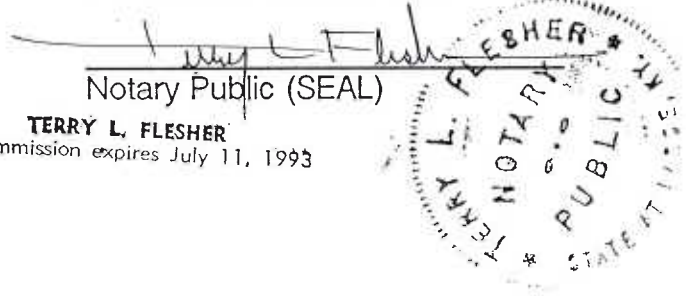
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STATE OF KENTUCKY)
) SS:
COUNTY OF GREENUP)

Before me, a Notary Public, in and for said County, personally appeared MALCOLM F. HOWARD and PAUL S. MEYER, known to me to be the persons who, as PRESIDENT and SECRETARY, respectively, of OHIO RIVER PIPE LINE COMPANY, the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that they did so sign said instrument in the name and upon behalf of said corporation as such officers respectively; that the same is their free act and deed as such officers, respectively, and the free and corporate act and deed of said corporation; that they were duly authorized thereunto by its Board of Directors; and that the seal affixed to said instrument is the corporate seal of said corporation.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at RUSSELL, KENTUCKY, this 8TH day of JULY, 1993.

My commission expires JULY 11, 1993.



STATE OF Ohio)
) SS:
COUNTY OF Hancock)

Before me, a Notary Public, in and for said County, personally appeared Frank A. Guglielmi and Robert E. Beach, known to me to be the persons who, as President and Secretary, respectively, of Findlay Growth Foundation, the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that they did so sign said instrument in the name and upon behalf of said corporation as such officers respectively; that the same is their free act and deed as such officers, respectively, and the free and corporate act and deed of said corporation; that they were duly authorized thereunto by its Board of Directors; and that the seal affixed to said instrument is the corporate seal of said corporation.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Findlay, Ohio, this 13th day of July, 1993.

My commission expires -----



David P. Kuenzli
Notary Public (SEAL)

Engineers and Surveyors

EXHIBIT

A



438 Carnahan Avenue
Findlay, Ohio 45840
(419) 422-6672

LEGAL DESCRIPTION
Ohio River Pipeline Company

James A. Hoover, P. S.
Jan F. Nigh, P. S.

Pipeline Easement

Situated in the City of Findlay, County of Hancock, State of Ohio, and being a part of the NW 1/4 of Section 25, T 1 N, R 10 E, a tract of land bounded and described as follows:

Commencing at a stone found marking the southeast corner of the NW 1/4 of Section 25; thence along the south line of said NW 1/4, S 89°21'19" W, a distance of 19.40 feet to a point on the easterly Limited Access Right-of-Way Line of State Route Number 15; thence along said Limited Access Right-of-Way Line, N 01°03'14" W, a distance of 757.17 feet to the PRINCIPAL point of beginning of the tract of land to be herein described; thence from the above described PRINCIPAL point of beginning, and along said Limited Access Right-of-Way Line of State Route Number 15, being a curve to the left having a central angle of 40°54'01", a radius of 2,009.86 feet, and a length of curve of 1,434.73 feet, the chord of said curve bearing, N 26°23'32" W, a distance of 1,404.46 feet; thence continuing along said Limited Access Right-of-Way Line, N 50°41'34" W, a distance of 386.23 feet; thence continuing along said Limited Access Right-of-Way Line, N 52°50'47" W, a distance of 553.62 feet to the southwest corner of a 0.835 acre tract as described in Deed Volume 601, Page 75, of the Hancock County Deed Records; thence along the south line of said tract, N 89°37'39" E, a distance of 65.67 feet; thence parallel with, and 40.00 feet right angle dimension northeast of the northeasterly Limited Access Right-of-Way Line of State Route Number 15, S 52°50'48" E, a distance of 501.54 feet; thence S 58°12'28" E, a distance of 57.65 feet; thence S 50°41'32" E, a distance of 195.60 feet; thence along a curve to the right having a central angle of 04°18'01", a radius of 2,052.86 feet, and a length of curve of 154.08 feet, the chord of said curve bearing, S 48°32'33" E, a distance of 154.04 feet; thence S 43°17'11" E, a distance of 119.27 feet; thence along a curve to the right having a central angle of 29°59'00", a radius of 2,049.83 feet, and a length of curve of 1,072.69 feet, the chord of said curve bearing, S 28°04'12" E, a distance of 1,060.50 feet; thence along a curve to the right having a central angle of 13°11'54", a radius of 939.43 feet, and an length of curve of 216.40 feet, the chord of said curve bearing, S 06°28'49" E, a distance of 215.93 feet; thence S 00°17'52" W, a distance of 40.83 feet to the PRINCIPAL point of beginning.

NOTE: The bearings in this legal description are based upon an assumed meridian and are used only for the purpose of describing angular measurements.

NOTE: I.P. Set = 1/2" x 30" Rebar

Date: July 1, 1993



Survey and Legal Description By:

Nick E. Nigh

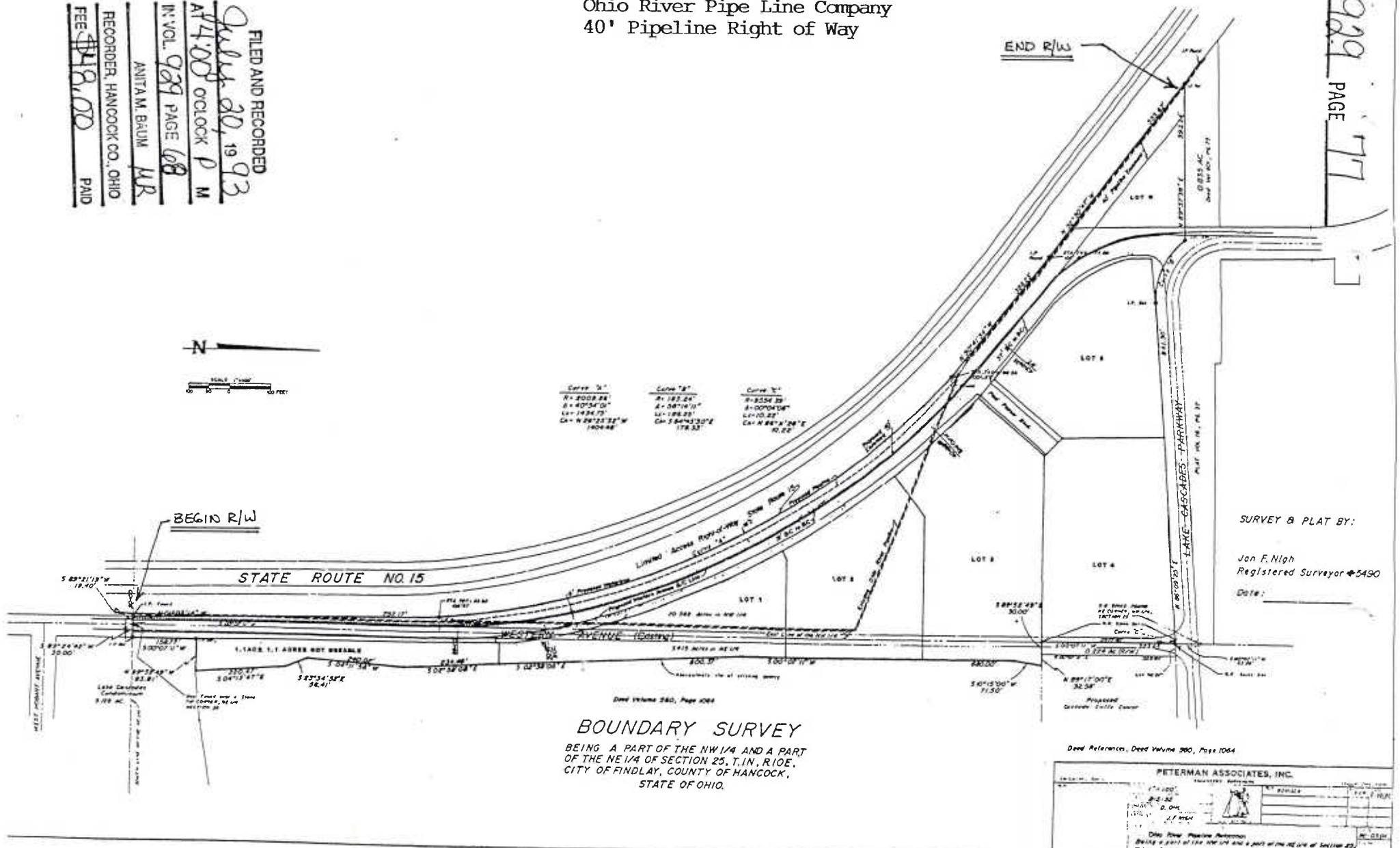
Nick E. Nigh, Registered Surveyor #5490
Peterman Associates, Inc.
Findlay, Ohio

EXHIBIT "B"

Ohio River Pipe Line Company
40' Pipeline Right of Way

FILED AND RECORDED
July 20, 1993
4:00 o'clock P M
N.VOL. 929 PAGE 68
ANITAM BAUM A/R
RECORDER, HANCOCK CO., OHIO
FEE \$18.00 PAID

JL 929 PAGE 77



Curve 1	Curve 2	Curve 3
R = 2008.28 Δ = 40°34'00" L = 19.94 71' Ch = N 86°23'32"W 160.48'	R = 182.24' Δ = 58°14'00" L = 108.91' Ch = S 84°43'30"E 178.33'	R = 8554.39' Δ = 00°04'08" L = 110.23' Ch = N 88°12'24"E 91.02'

SURVEY & PLAT BY:
Jon F. Nigh
Registered Surveyor #5490
Date: _____

BOUNDARY SURVEY
BEING A PART OF THE NW 1/4 AND A PART
OF THE NE 1/4 OF SECTION 25, T.1N, R.10E,
CITY OF FINDLAY, COUNTY OF HANCOCK,
STATE OF OHIO.

Deed Reference, Deed Volume 260, Page 1064

PETERMAN ASSOCIATES, INC.
ENGINEERS & SURVEYORS
1100 N. W. 10th St., Findlay, OH 44826
Phone: (419) 424-1100
Fax: (419) 424-1101

Ohio River Pipeline Right-of-Way
Being a part of the NW 1/4 and a part of the NE 1/4 of Section 25,
T.1N, R.10E, City of Findlay, County of Hancock, State of Ohio.

36-40

EASEMENT AMENDMENT
WITH PARTIAL RELEASE

THIS Agreement is made and entered into this 22 day of February, 2005 by and between Marathon Oil Corporation, an Ohio Corporation, with a mailing address of 5555 San Felipe Road Houston, TX 77210 ("Owner") and Ohio River Pipe Line LLC, a Delaware limited liability company ("Company").

WHEREAS, Company owns that certain pipeline easement granted June 29, 1955, recorded July 8, 1955 in Volume 248, Page 637 of the Hancock County, Recorder's Office (the "Easement");

WHEREAS, Owner owns that certain parcel of land burdened by the Easement in the Pt SW ¼ of Section 24 and Pt NW ¼ of Section 25, T 1 N, R 10 E, further described in the Hancock County, Recorder's office at Volume 601, Page 75 and Volume 529, Page 80 (the "Site").

NOW, THEREFORE, for and in consideration of the following mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Company agree to amend the Easement as follows:

1. **RELEASE.** Company hereby **releases** to Owner all of the Site **except**, and Owner **conveys** to Company to the extent not previously conveyed, an easement as described in Exhibit A, attached hereto and made a part hereof (the "Strip") to lay, construct, operate, inspect, maintain, replace, change the size of, relocate and remove cables and pipelines for any uses or substances in and through the Site and, to the extent Owner has the right to do so, any adjoining or appurtenant lands, roads, and rights-of-way. Company shall have rights to, from time to time: install, operate, inspect, maintain, replace, relocate and remove block valves, other pipeline appurtenances, and communication equipment in the Strip; comply in a convenient manner with any present and future legal obligation or governmental request; access to any point on the Strip over any property which Owner owns now or in the future; install roads to access said facilities; install corrosion control equipment; install additional pipelines for \$15 per lineal rod; and, use a reasonable working area for any purpose convenient to Company's exercise of its easement rights.
2. **SURFACE RESTRICTIONS.** Within the Strip and without prior written consent from Company, Owner shall not permit nor cause: any obstruction above or below ground including, but not limited to, buildings, engineering structures, pavement, refuse, pools and waste disposal systems; removal or deposit of dirt; or excavation, construction or similar activity. Owner shall not permit trees and shrubs greater than 3 feet high within 25 feet horizontal of any pipeline or appurtenance. Company may control trees and bushes of any size within or overhanging such 25 feet by any means including, but not limited to, removal, trimming and side-cutting. Company may remove any buildings or other obstructions at Owner's expense. Owner shall not be entitled to damages, actual or punitive, for such control or removal of plants, building or other obstruction.

Owner shall ensure that any activity by or on behalf of Owner ("Owner activities") is conducted in accordance with all Company's operational rules and policies in effect at the time of the activity. Copies of applicable policies shall be furnished to Owner upon request. All Owner activities shall be accomplished with a minimum of disruption and interference to Company's operations. Owner shall ensure that Owner activities and resulting work comply with all applicable Federal, State, and local laws.

3. **INDEMNITY.** *To the maximum extent permissible by law, Owner shall indemnify, defend and hold harmless Company, its affiliates and operators and their employees, contractors and agents from any Claim relating to or arising from (i) any activity by or on behalf of Owner or (ii) the existence or operation of any encroachments. Owner releases Company from any Claim relating to or arising from*

any act or omission of Company from the time the pipeline was laid to the date of this instrument. "Claim" includes without limit any claim, liability, loss, damage, cost or expense and includes without limit such for personal injury or death, property damage, environmental damage, remediation, and business loss. If Owner fails to keep any term of the Easement as amended, Owner shall pay to Company all Company's costs and attorney fees in enforcing performance. Before any work by or on behalf of Owner within 60 feet of any pipeline, Owner shall provide, maintain and deliver to Company insurance acceptable to Company which, except for workers' compensation and contractual liability, names Company as an additional insured.

- 4. WARRANTY. Owner covenants that: (i) Owner owns the Site in fee simple absolute and has right, title and power to grant the rights granted herein; (ii) Company shall quietly enjoy its easement; and (iii) Owner shall execute any further necessary assurance of title. 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.
5. EFFECT OF AGREEMENT. The Easement and subsequent amendments continue in full force and effect as to the Strip and as to lands covered by the Easement which are not included within the Site. This agreement shall bind and benefit the parties' heirs, legal representatives, successors and assigns. Any easement rights granted hereunder are divisible and assignable in whole or part. After assignment, Owner shall look solely to assignee to perform all duties and obligations. This agreement's terms shall be independent of, and unless otherwise expressly stated, survive execution of any further agreements. If any provision of this agreement is deemed void, invalid, or unenforceable by a court or tribunal of competent jurisdiction, such provisions shall be stricken without effect on the remaining provisions. 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.

IN WITNESS WHEREOF, Owner and Company have each duly caused this Easement Amendment to be executed as of the day and year first above written.

MARATHON OIL CORPORATION

By: [Signature]

Name: P.C. Reinbolt

Title: VP Finance & Treasury

WITNESSED BY:

Signature: [Signature]

Printed Name: P.D. Roth

Signature: [Signature]

Printed Name: Yvonne McGill

State of Texas

}
}ss

County of Harris

The foregoing instrument was acknowledged before me this 16th day of February, 2005 by, P.C. Reinbolt, VP Finance & Treasury on behalf of the company.

[Signature]
(Notary Public Signature)



My commission expires: 03/14/07

OHIO RIVER PIPE LINE LLC

By: [Signature]

Name: Mark Richardson

Title: Controller

WITNESSED BY:

Signature: [Signature]

Printed Name: Dawn Kuhlman

Signature: [Signature]

Printed Name: Kari L. Blair



The foregoing instrument was acknowledged before me this 22 day of February, 2005 by, Mark Richardson, Controller on behalf of the company.

[Signature]
(Notary Public Signature)

My commission expires: 6-18-06

JAMES L. RENEAU
Notary Public, State of Ohio
My Commission Expires June 18, 2006

Prepared by JW Gearheart, Marathon O.I Co, 539 S Main St, Findlay
OH 45540.

Exhibit "A"



**VAN HORN, HOOVER
& ASSOCIATES, INC.**
SURVEYING & ENGINEERING

P.O. BOX 612
FINDLAY, OHIO 45839

Ph.: (419) 423-5630
Fax: (419) 423-5772

LEGAL DESCRIPTION

FOR: Marathon Oil Co.

Pt. SW1/4, Sec. 24,
Pt. NW1/4, Sec. 25,
T1N, R10E,
5.525 Acres

Situated in the City of Findlay, County of Hancock, State of Ohio and being a part of the SW1/4 of Section 24 and part of the NW1/4 of Section 25, T1N, R10E, also being all or parts of Lots #3570 thru 3592 inclusive, and vacated alleys and streets in the Kerper Addition to said City, a tract of land bounded and described as follows:

Beginning at the intersection of the north line of the NW1/4 of Section 25 and the west right-of-way line of Lake Cascades Parkway, (80' R/W);

Thence along said west line of Lake Cascades Parkway, S 00°07'41" W, a distance of 37.63 feet to a 1/2" Rebar found set;

Thence parallel with said north line of the NW1/4 of Section 25, S 89°37'39" W, a distance of 357.80 feet to a 1/2" Rebar set on the easterly right-of-way line of State Route No. 68;

Thence along said easterly line of State Route No. 68, N 52°50'47" W, a distance of 143.86 feet;

Thence parallel with the south line of the SW1/4 of Section 24, N 89°37'39" E, a distance of 116.16 feet to the centerline of Vacated Ninth Street (60' R/W);

Thence along said centerline, N 00°07'41" E, a distance of 627.72 feet to a 1/2" Rebar set on the southerly right-of-way line of Lima Avenue;

Thence along said south right-of-way line of Lima Avenue, N 50°05'55" E, a distance of 39.18 feet to a 1/2" Rebar set;

Thence S 00°07'41" W, a distance of 13.06 feet to a 1/2" Rebar set on the southerly right-of-way line of Lima Avenue;

Thence along said southerly line of Lima Avenue, N 50°05'55" E, a distance of 96.26 feet to a 1/2" Rebar set marking the intersection of said southerly line with the westerly right-of-way line of Lake Cascades Parkway;

Thence along said westerly line of Lake Cascades Parkway, S 39°54'05" E, a distance of 225.44 feet to a 1/2" Rebar set marking the P.C. of a curve to the right;

Thence along said westerly line and along said curve to the right, having a central angle of 40°01'44" and a radius of 460.00 feet, a length of curve distance of 321.37 feet to a 1/2" Rebar set; the chord of said curve bearing S 19°53'11" E, a distance of 314.88 feet;

Thence continuing along said west line of Lake Cascades Parkway, S 00°07'41" W, a distance of 280.17 feet to the point of beginning and containing 5.525 Acres, more or less, of which 0.330 Acres lies in the NW1/4 of Section 25 and 5.195 Acres lies in the SW1/4 of Section 24 and all subject to any prior easements of record and subject to the following described easement.

Commencing at the intersection of the north line of the NW1/4 of Section 25 and the west right-of-way line of Lake Cascades Parkway, (80' R/W); thence along said west line of Lake Cascades Parkway, S 00°07'41" W, a distance of 37.63 feet; thence S 89°37'39" W, a distance of 272.05 feet to the PRINCIPAL POINT OF BEGINNING of the easement to be herein described;

Thence S 89°37'39" W, a distance of 85.75 feet to the easterly right-of-way line of State Route No. 68;

Thence along said easterly line, N 52°50'47" W, a distance of 143.86 feet;

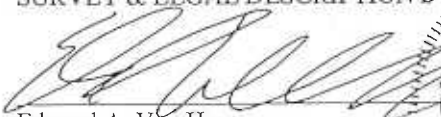
Thence N 89°37'39" E, a distance of 116.16 feet;

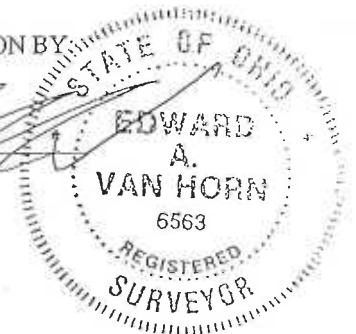
Thence S 44°03'07" E, a distance of 121.17 feet to the PRINCIPAL POINT OF BEGINNING;

NOTE: All bearings used are based on prior surveys of record and are assumed for the purpose of description only.

DATE: 1/26/05

SURVEY & LEGAL DESCRIPTION BY


Edward A. Van Horn
Registered Surveyor #6563



200500002420
Filed for Record in
HANCOCK COUNTY OHIO
ANITA M MUSGRAVE
03-02-2005 At 03:15 PM.
EASEMENT RW 56.00
OR Book 2259 Page 875 - 879

MARATHON OIL COMPANY RM 1123-LLS
539 SOUTH MAIN STREET
FINDLAY, OH 45840-9980

**EASEMENT AMENDMENT
WITH PARTIAL RELEASE**

THIS Agreement is made and entered into this 22 day of February, 2005 by and between Marathon Ashland Petroleum LLC, a Delaware Limited Liability Company, with a mailing address of 539 South Main Street, Findlay, Ohio 45840 ("Owner") and Ohio River Pipe Line LLC, a Delaware limited liability company ("Company").

WHEREAS, Company owns that certain pipeline easement granted June 29, 1955, recorded July 8, 1955 in Volume 248, Page 637 of the Hancock County, Recorder's Office (the "Easement");

WHEREAS, Owner owns that certain parcel of land burdened by the Easement in the Pt SW ¼ of Section 24 and Pt NW ¼ of Section 25, T 1 N, R 10 E, further described in the Hancock County, Recorder's office at Volume 1533, Page 231 (the "Site").

NOW, THEREFORE, for and in consideration of the following mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Company agree to amend the Easement as follows:

1. **RELEASE.** Company hereby **releases** to Owner all of the Site **except**, and Owner **conveys** to Company to the extent not previously conveyed, an easement as described in Exhibit A, attached hereto and made a part hereof (the "Strip") to lay, construct, operate, inspect, maintain, replace, change the size of, relocate and remove cables and pipelines for any uses or substances in and through the Site and, to the extent Owner has the right to do so, any adjoining or appurtenant lands, roads, and rights-of-way. Company shall have rights to, from time to time: install, operate, inspect, maintain, replace, relocate and remove block valves, other pipeline appurtenances, and communication equipment in the Strip; comply in a convenient manner with any present and future legal obligation or governmental request; access to any point on the Strip over any property which Owner owns now or in the future; install roads to access said facilities; install corrosion control equipment; install additional pipelines for \$15 per lineal rod; and, use a reasonable working area for any purpose convenient to Company's exercise of its easement rights.
2. **SURFACE RESTRICTIONS.** Within the Strip and without prior written consent from Company, Owner shall not permit nor cause: any obstruction above or below ground including, but not limited to, buildings, engineering structures, pavement, refuse, pools and waste disposal systems; removal or deposit of dirt; or excavation, construction or similar activity. Owner shall not permit trees and shrubs greater than 3 feet high within 25 feet horizontal of any pipeline or appurtenance. Company may control trees and bushes of any size within or overhanging such 25 feet by any means including, but not limited to, removal, trimming and side-cutting. Company may remove any buildings or other obstructions at Owner's expense. Owner shall not be entitled to damages, actual or punitive, for such control or removal of plants, building or other obstruction.

Owner shall ensure that any activity by or on behalf of Owner ("Owner activities") is conducted in accordance with all Company's operational rules and policies in effect at the time of the activity. Copies of applicable policies shall be furnished to Owner upon request. All Owner activities shall be accomplished with a minimum of disruption and interference to Company's operations. Owner shall ensure that Owner activities and resulting work comply with all applicable Federal, State, and local laws.

3. **INDEMNITY.** *To the maximum extent permissible by law, Owner shall indemnify, defend and hold harmless Company, its affiliates and operators and their employees, contractors and agents from any Claim relating to or arising from (i) any activity by or on behalf of Owner or (ii) the existence or*

operation of any encroachments. Owner releases Company from any Claim relating to or arising from any act or omission of Company from the time the pipeline was laid to the date of this instrument. "Claim" includes without limit any claim, liability, loss, damage, cost or expense and includes without limit such for personal injury or death, property damage, environmental damage, remediation, and business loss. If Owner fails to keep any term of the Easement as amended, Owner shall pay to Company all Company's costs and attorney fees in enforcing performance. Before any work by or on behalf of Owner within 60 feet of any pipeline, Owner shall provide, maintain and deliver to Company insurance acceptable to Company which, except for workers' compensation and contractual liability, names Company as an additional insured.

- 4. WARRANTY. Owner covenants that: (i) Owner owns the Site in fee simple absolute and has right, title and power to grant the rights granted herein; (ii) Company shall quietly enjoy its easement; and (iii) Owner shall execute any further necessary assurance of title. 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.
- 5. EFFECT OF AGREEMENT. The Easement and subsequent amendments continue in full force and effect as to the Strip and as to lands covered by the Easement which are not included within the Site. This agreement shall bind and benefit the parties' heirs, legal representatives, successors and assigns. Any easement rights granted hereunder are divisible and assignable in whole or part. After assignment, Owner shall look solely to assignee to perform all duties and obligations. This agreement's terms shall be independent of, and unless otherwise expressly stated, survive execution of any further agreements. If any provision of this agreement is deemed void, invalid, or unenforceable by a court or tribunal of competent jurisdiction, such provisions shall be stricken without effect on the remaining provisions. 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.

IN WITNESS WHEREOF, Owner and Company have each duly caused this Easement Amendment to be executed as of the day and year first above written.

MARATHON ASHLAND PETROLEUM LLC

WITNESSED BY:

By: William A. Snyder

Signature: Kari L. Blair

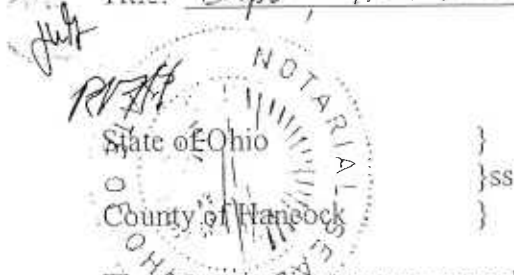
Name: William A. Snyder

Printed Name: Kari L. Blair

Title: Supv, Title + Contract Dept.

Signature: Edward D. May

Printed Name: Edward D. May



The foregoing instrument was acknowledged before me this 15 day of February, 2005 by, William A. Snyder, Supv. T&C on behalf of the company.

James L. Rneau
(Notary Public Signature)

JAMES L. RNEAU
Notary Public, State of Ohio
My Commission Expires June 18, 2008

My commission expires: 6-18-06

OHIO RIVER PIPE LINE LLC

By: [Signature]

Name: Mark Richardson

Title: Controller

WITNESSED BY:

Signature: [Signature]

Printed Name: Dawn Kuhlman

Signature: [Signature]

Printed Name: Kari L. Blair



The foregoing instrument was acknowledged before me this 22 day of February 2005, by, Mark Richardson, Controller on behalf of the company.

[Signature]
(Notary Public Signature)

My commission expires: 6-18-06

JAMES L. RNEAU
Notary Public, State of Ohio
My Commission Expires June 18, 2006

Prepared by: JW Exumant, Marathon Oil Co, 539 S Main St, Findlay OH 45840.



Exhibit "A"

Instrument Book Page
200500002278 OR 2259 152

VAN HORN, HOOVER
& ASSOCIATES, INC.

P.O. BOX 612
FINDLAY, OHIO 45839

Ph.: (419) 423-5630
Fax: (419) 423-5772

SURVEYING & ENGINEERING

LEGAL DESCRIPTION

FOR: Marathon Ashland

Pt. SW1/4, Sec. 24,
T1N, R10E,
3.535 Acres

Situated in the City of Findlay, County of Hancock, State of Ohio and being a part of the SW1/4 of Section 24, T1N, R10E, also being all or parts of Lots #3593 thru 3602, and #3605 thru #3609 inclusive, and vacated alleys and streets in the Kerper Addition to said City, a tract of land bounded and described as follows:

Commencing at the intersection of the north line of the NW1/4 of Section 25 and the west right-of-way line of Lake Cascades Parkway, (80' R/W); thence along said west line of Lake Cascades Parkway, S 00°07'41" W, a distance of 37.63 feet to a 1/2" Rebar found set; thence parallel with said north line of the NW1/4 of Section 25, S 89°37'39" W, a distance of 357.80 feet to a 1/2" Rebar set on the easterly right-of-way line of State Route No. 68; thence along said easterly line of State Route No. 68, N 52°50'47" W, a distance of 143.86 feet and being the PRINCIPAL POINT OF BEGINNING of the tract to be herein described;

Thence continuing along said easterly line, N 52°50'47" W, a distance of 350.14 feet to a 1/2" Rebar set;

Thence continuing along said easterly line, N 08°15'23" W, a distance of 76.92 feet to a 1/2" Rebar set marking the intersection of said easterly line of State Route No. 68 with the southerly right-of-way line of Lima Avenue;

Thence along said southerly line of Lima Avenue, N 50°05'55" E, a distance of 531.42 feet to a 1/2" Rebar set on the centerline of Vacated Ninth Street, (60' R/W);

Thence along said centerline of Vacated Ninth Street, S 00°07'41" W, a distance of 627.72 feet;

Thence parallel with the south line of the SW1/4 of Section 24, S 89°37'39" W, a distance of 116.16 feet to the PRINCIPAL POINT OF BEGINNING and containing 3.535 Acres, more or less, subject to any prior easements of record and subject to the following described easement.

Commencing at the intersection of the north line of the NW1/4 of Section 25 and the west right-of-way line of Lake Cascades Parkway, (80' R/W); thence along said west line of Lake Cascades Parkway, S 00°07'41" W, a distance of 37.63 feet; thence S 89°37'39" W, a distance of 357.80 feet to the easterly right-of-way line of State Route No. 68; thence along said easterly line, N 52°50'47" W, a distance of 143.86 feet to the PRINCIPAL POINT OF BEGINNING of the easement to be herein described;

Thence continuing along said easterly line of State Route No. 68, N 52°50'47" W, a distance of 102.33 feet;

Thence N 39°18'08" W, a distance of 307.00 feet to the southerly right-of-way line of Lima Avenue;

Thence along said southerly line, N 50°05'55" E, a distance of 100.00 feet;

Thence S 39°18'08" E, a distance of 308.05 feet;

Thence S 44°03'07" E, a distance of 173.07 feet;

Thence S 89°37'39" W, a distance of 116.16 feet to the PRINCIPAL POINT OF BEGINNING.

NOTE: All bearings used are based on prior surveys of record and are assumed for the purpose of description only.

DATE: 1/24/05

SURVEY & LEGAL DESCRIPTION BY



Edward A. Van Horn
Registered Surveyor #6563



200500002278
Filed for Record in
HANCOCK COUNTY OHIO
ANITA M MUSGRAVE
03-01-2005 At 10:49 am.
EASEMENT RW 56.00
OR Book 2259 Page 149 - 153

LIMA AVENUE

VACATED NINTH STREET

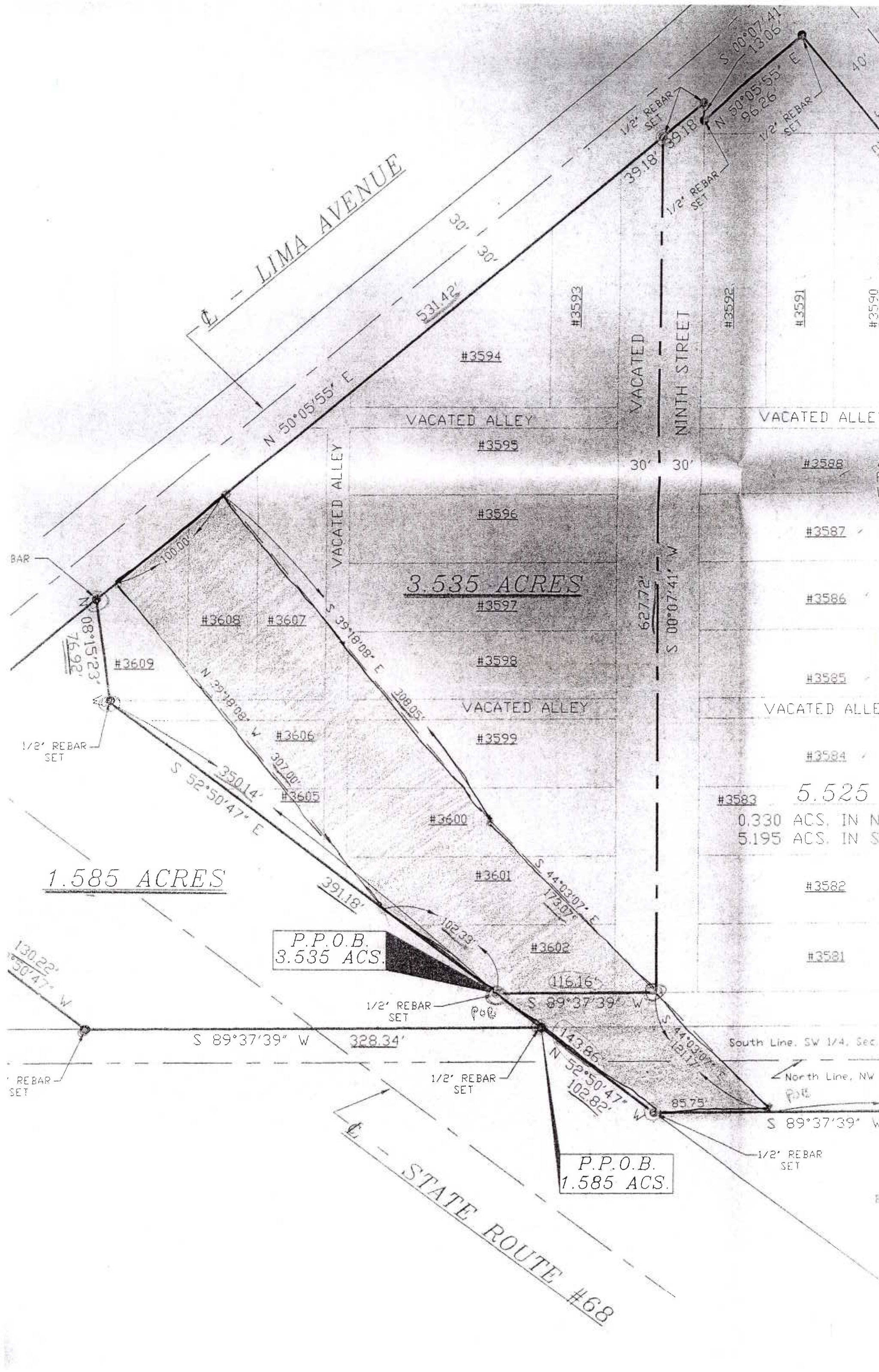
3.535 ACRES

1.585 ACRES

P.P.O.B. 3.535 ACS.

P.P.O.B. 1.585 ACS.

STATE ROUTE #68



STATE OF Ohio
Hancock COUNTY } SS:

Before me, a Notary Public in and for said county and state, personally appeared the above named _____
(unmarried), _____ (husband and
wife), and Edith F. Holmes, a widow

to me known to be the person(s) described in and who executed the foregoing instrument, who acknowledged that she did sign
the foregoing instrument and that the same is her free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 7 day of May, 19 55

DOROTHY J. NELSON, Notary Public
My Commission Expires July 29, 1956

Dorothy J. Nelson
Notary Public

STATE OF Ohio
Hancock COUNTY } SS:

Before me, a Notary Public in and for said county and state, personally appeared the above named _____
(unmarried), _____ (husband and
wife), and _____

to me known to be the person(s) described in and who executed the foregoing instrument, who acknowledged that _____ did sign
the foregoing instrument and that the same is _____ free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this _____ day of _____, 19 _____

Notary Public

My commission expires _____, 19 _____

STATE OF _____ COUNTY } SS:

Before me, a Notary Public in and for said county and state, personally appeared the above named _____
(unmarried), _____ (husband and
wife), and _____

to me known to be the person(s) described in and who executed the foregoing instrument, who acknowledged that _____ did sign
the foregoing instrument and that the same is _____ free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this _____ day of _____, 19 _____

Notary Public

My commission expires _____, 19 _____

STATE OF _____ COUNTY } SS:

Before me, a Notary Public in and for said county and state, personally appeared _____
President, and _____ Secretary of _____
_____ to me known to be the _____ President and

Secretary of said corporation, the corporation which executed the foregoing instrument, who acknowledged that the
seal affixed to said instrument is the corporate seal of said corporation, * that they did sign said instruments as _____ President
and _____ Secretary respectively in behalf of said corporation and by authority of its Board of Directors, and that said in-
strument is the free act and deed of said officers of said corporation.

* (If the corporation has no seal, strike the clause beginning "the seal" to the asterisk, and so state.)

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this _____ day of _____, 19 _____

Notary Public

My commission expires _____, 19 _____

FILED FOR RECORD
MAY 9 1955
RECORDED
BOOK 248 PAGE 558
H. J. NELSON
Notary Public

6
11/11/55
-Holmes
27-
67-2-

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of October, 1955, by and between NORTHERN OHIO SUGAR COMPANY, a corporation of the State of Ohio, (hereinafter called "Sugar Company"), and ASHLAND OIL & REFINING COMPANY, a corporation of the State of _____, (hereinafter called "Licensee"),

W I T N E S S E T H:

RECITALS:

Licensee desires to construct, maintain and operate an 8-inch pipe line across property belonging to the Sugar Company located in the SW $\frac{1}{4}$ of Sec. 24 and the SE $\frac{1}{4}$ of Sec. 23, all in T. 1 N., R. 10 E., ~~of the~~ P.M., Liberty Township, County of Hancock, State of Ohio, which is more particularly described in Exhibit A, attached hereto and made a part hereof, and which is shown on the map dated May 17, 1955, marked Exhibit B, attached hereto and made a part hereof.

AGREEMENT:

NOW THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. SUGAR COMPANY GRANTS RIGHT

In consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Sugar Company hereby grants to the Licensee, insofar as the Sugar Company has the right so to do, subject to the terms and conditions herein stated, the right to construct and thereafter, during the term hereof, to maintain and operate the pipe line in the location shown on Exhibit B.

The foregoing grant is subject and subordinate to the prior and continuing right of the Sugar Company to construct, maintain,

repair, renew, use, operate, change, modify or relocate its facilities upon, along, under or across any or all of the described premises, all or any of which may be freely done at any time or times by the Sugar Company without liability to the Licensee or to any other party for compensation or damages.

The foregoing grant is also subject to all outstanding superior rights and the right of the Sugar Company to renew and extend the same.

2. CONSTRUCTION AND MAINTENANCE

The pipe line shall be constructed, maintained, repaired, renewed, modified and/or reconstructed by and at the expense of the Licensee and all work in connection therewith shall be done to the satisfaction of the Sugar Company. All expenses incurred by the Sugar Company in connection with said work for inspection, or otherwise, shall be borne by the Licensee.

The portion or portions of the pipe line located or to be located underneath said described premises shall consist of 8 5/8 inch O.D. pipe, placed at a depth of not less than 30 inches below the surface of the ground, and prior to the commencement of any work in connection with such portion or portions of the pipe line (whether of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal), the Licensee shall submit to the Sugar Company plans setting out the method and manner of handling the work and shall not proceed with the work until such plans shall have been approved by the Chief Engineer of the Sugar Company.

The Licensee shall keep and maintain the soil over the pipe line thoroughly compacted and the grade even with the adjacent surface of the ground.

3. NOTICE OF COMMENCEMENT OF WORK

The Licensee shall notify the Sugar Company at least 48 hours in advance of the commencement of any work on said premises in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the pipe line.

4. MODIFICATION OR RELOCATION OF PIPE LINE

The Licensee shall, at the sole expense of the Licensee, make any and all modifications or changes in the pipe line or move all or any part thereof to such new location as may be required by the Sugar Company at any time, in connection with the construction, maintenance, repair, renewal, use, operation, change, modification or relocation of facilities of the Sugar Company upon said premises.

All the terms, conditions and stipulations herein expressed with reference to the pipe line on said premises in the location hereinbefore described shall apply to the pipe line as modified, changed or relocated within the contemplation of this section.

5. NO INTERFERENCE WITH SUGAR COMPANY OPERATIONS

The pipe line shall be constructed, maintained, repaired, renewed, operated, used, modified, reconstructed, relocated and/or removed in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the property of the Sugar Company, and nothing shall be done or suffered to be done by the Licensee that would in any manner impair the safety of said property of the Sugar Company.

6. RESTORATION OF SUGAR COMPANY'S PROPERTY

In the event the Licensee shall take down any fence of the Sugar Company, or in any manner move or disturb any other property of the Sugar Company in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the pipe line, then and in that event the Licensee shall, as soon as possible and at the sole expense of the Licensee, restore such fence and/or such other property to the same condition as it was in before such fence was taken down or such other property was moved or disturbed, and the Licensee shall indemnify and save harmless the Sugar Company from and against any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the taking down of any fence or the moving or disturbing of any other property of the Sugar Company.

7. TAXES

The Licensee agrees to pay or cause to be paid in due season all taxes and assessments, if any, levied upon its property located in or upon the premises of the Sugar Company during the continuance of this agreement, and to save harmless the said premises and the Sugar Company therefrom.

8. LIABILITY

The Licensee shall indemnify and hold harmless the Sugar Company from and against any and all liability, loss, damage, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever or damage to or loss or destruction of property whatsoever (including damage to the property of the Sugar Company or property in its care or custody), when

✓

such injury, death, loss, destruction or damage grows out of or arises from the bursting of or leaks in the pipe line, or in any other way whatsoever is due to, or arises because of, the existence of the pipe line or the construction, operation, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the pipe line or any part thereof, or to the contents therein or therefrom. And the Licensee does hereby release the Sugar Company from all liability for damages on account of injury to the pipe line from any cause whatsoever.

9. TERMINATION

Disuse of the pipe line continuing at any time for a period of one year shall constitute an abandonment thereof, and in the event of such an abandonment the Sugar Company may, at its option, terminate this agreement.

If the Licensee shall fail to keep and perform all or any of the covenants and agreements herein contained to be by it kept and performed, and such default shall continue for a period of 30 days after written notice from the Sugar Company to the Licensee specifying such default, then the Sugar Company may, at its option, forthwith terminate this agreement.

No termination of this agreement shall modify or discharge any obligation of the Licensee hereunder arising prior to the effective date of such termination.

10. REMOVAL OF PIPE LINE UPON TERMINATION OF AGREEMENT

Within 90 days after the termination of this agreement howsoever, the Licensee shall, at the sole expense of the Licensee, remove said pipe line and restore, to the satisfaction of the Sugar Company, said described premises to as good condition as they were in at the time of the installation of the pipe line; and if the Licensee fails so to do, the Sugar Company may do such work of removal and restoration at the expense of the Licensee. In the event of the removal of the pipe line as in this section provided, the Sugar Company shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account of such removal, and such removal shall in no manner prejudice or impair any right of action for damage, or otherwise, that the Sugar Company may have against the Licensee.

11. WAIVER OF BREACH

The waiver by the Sugar Company of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Sugar Company to avail itself of any subsequent breach thereof.

12. AGREEMENT NOT TO BE ASSIGNED

The Licensee shall not assign this agreement without the written consent of the Sugar Company.

13. TIME OF ESSENCE

Time is hereby expressly made of the essence of this agreement.

14. EFFECTIVE DATE, TERM

This agreement shall take effect as of the 29th day of June, 1955, and shall continue in full force and effect until terminated as herein provided.

15. SUCCESSORS AND ASSIGNS

Subject to the provisions of section 12 hereof, this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate as of the date first herein written.

NORTHERN OHIO SUGAR COMPANY

Attest:

[Signature]
Secretary

By [Signature]
President

ASHLAND OIL & REFINING COMPANY

Attest:

[Signature]
Assistant Secretary

By [Signature]
Vice President

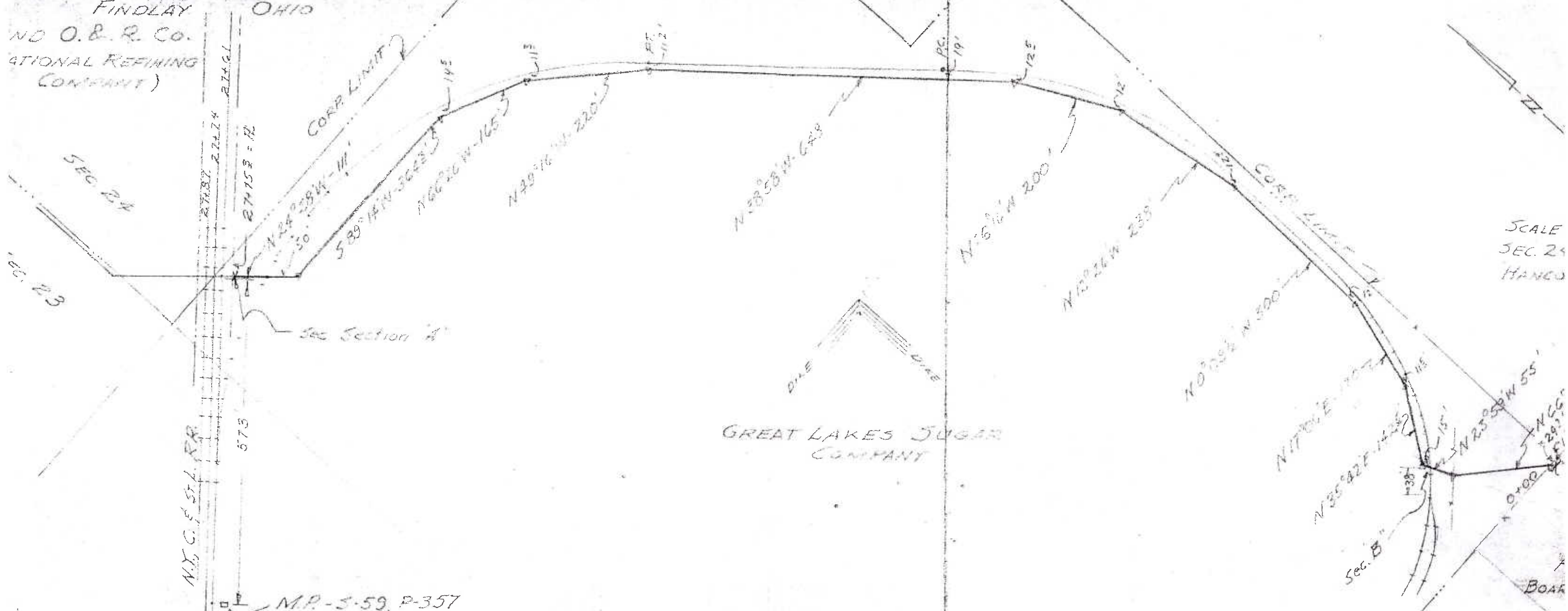
[Signature]
9/14/55

EXHIBIT A

Commencing at the southwest corner of said Sec. 24; thence N. 1° E. 30' to an iron pin; thence S. 89° 40' W., 365.91' to an iron pin; thence N. 51° 38' E. 105.73' to an iron pin; thence N. 0° 49' E. 566.6' to an iron pin; thence S. 39° 05' W. 190.1' to the true point of beginning; thence N. 66° 26' W. 161.6' to a point; thence N. 23° 59' W. 55' to a point which is 15' westerly from the center line of the spur track of the New York, Chicago & St. Louis Railroad serving the Northern Ohio Sugar Company factory; thence N. 35° 42' E. 142.5' to a point which is 11.5' westerly from said spur track; thence N. 17° 06' E. 170' to a point which is 12' southwesterly from the center line of said spur track; thence N. 0° 09.5' W. 300' to a point which is 12.4' southwesterly from the center line of said spur track; thence N. 12° 26' W. 238' to a point which is 12' southwesterly from the center line of said spur track; thence N. 26° 16' W. 200' to a point which is 12.5' southerly from the center line of said spur track; thence N. 38' 58" W. 648' to a point which is 11.2' southerly from the center line of said spur track; thence N. 49° 16' W. 220' to a point which is 11.3' southerly from the center line of said spur track; thence N. 66° 26' W. 165' to a point which is 14.5' from the center line of said spur track; thence S. 89° 14' W. 354.3' to a point; thence N. 24° 28' W. 111' to a point on the easterly right of way line of the main line of the New York, Chicago & St. Louis Railroad, crossing at 50 feet on the last described line the center line of the said spur track of said Railroad.

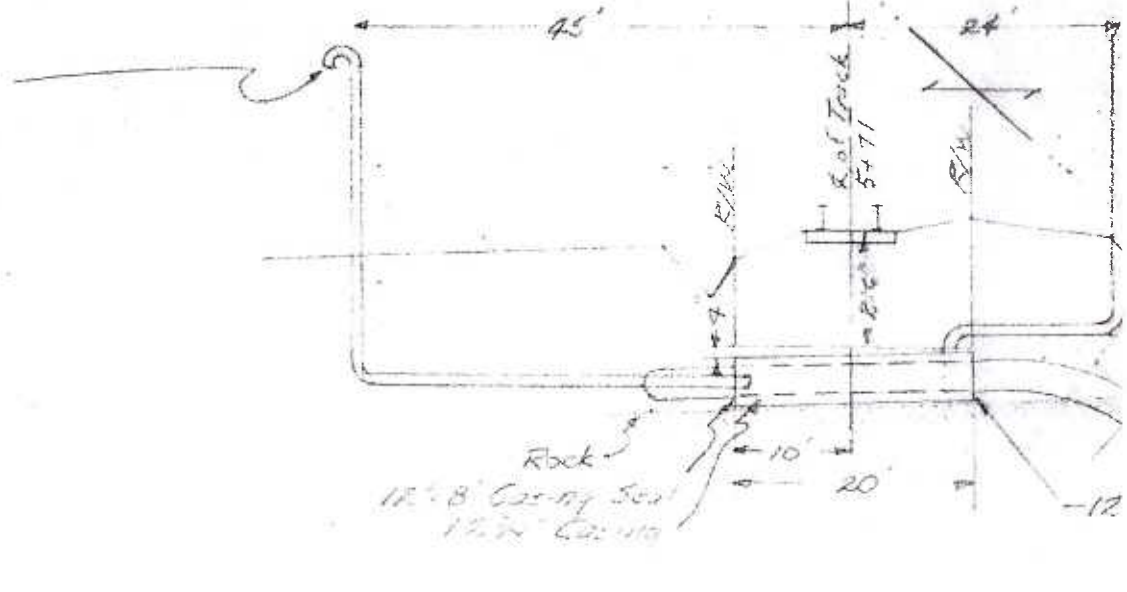
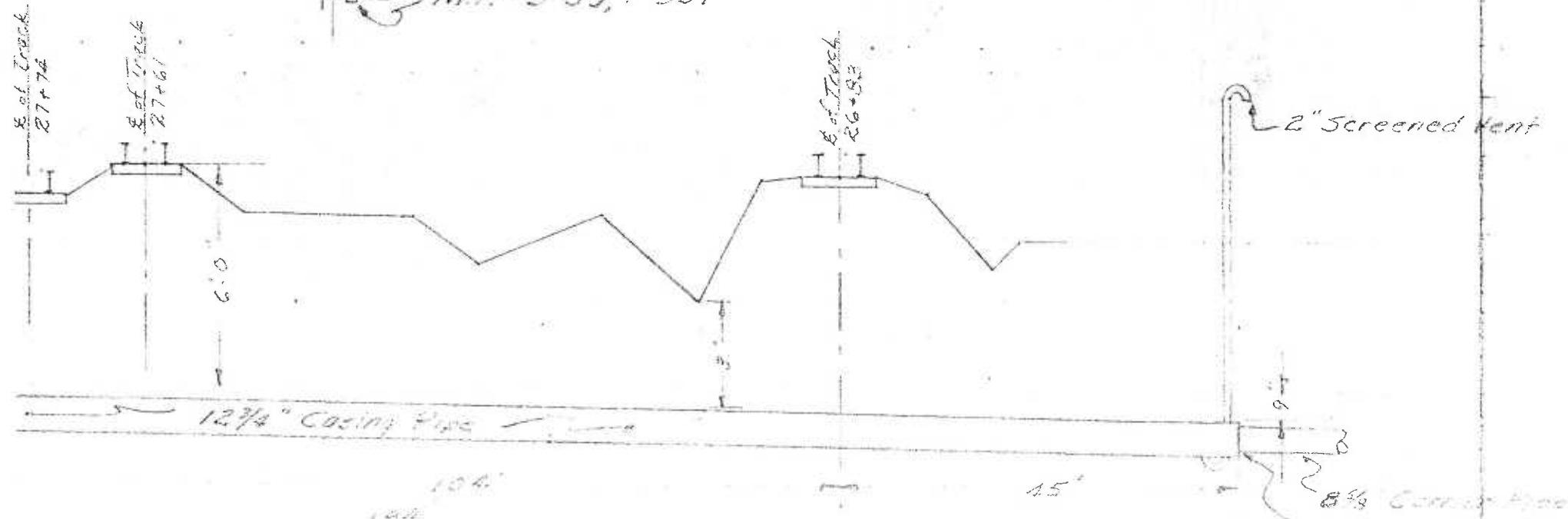
FINDLAY
NO. O.B.R. CO.
ATIONAL REFINING
COMPANY)

OHIO



SCALE
SEC. 25
HANGS

GREAT LAKES SUGAR
COMPANY



R/W No. 11-487-008-363
Harpster-Findlay 8"
Findlay to Buckeye 8" &
Findlay to National Jct.6"

EASEMENT AGREEMENT

Agreement made APRIL 4, 2003. Ashland Inc. ("GRANTOR") hereby grants to Ohio River Pipe Line LLC ("GRANTEE") an easement to construct, operate, inspect, maintain, replace, change the size of, relocate and remove pipelines and cables for any uses or substances across and through the "SITE" being lands in part of the Northwest Quarter of Section 24, T1N-R10E, and lands in the East Half of the Northeast Quarter of Section 23, T1N-R10E, Liberty Township, Hancock County, State of Ohio, more fully described in Book 241, Page 303, Book 265, Page 143 and Book 247, Page 125 of the official deed records of said County, in consideration of \$100.00, receipt and sufficiency of which GRANTOR acknowledges. GRANTOR further grants to GRANTEE rights to, from time to time: install, operate, inspect, maintain, replace, relocate and remove block valves, pipeline appurtenances and communication equipment at the SITE; comply in a convenient manner with any present or future legal obligation or governmental request; access its facilities over adjacent property which GRANTOR owns.

GRANTEE shall promptly compensate GRANTOR for all damages to GRANTOR'S crops, drainage tile, and existing fences arising from GRANTEE'S exercise of the rights granted herein.

GRANTEE, its successors and assigns, shall indemnify and save harmless the GRANTOR, its agents, employees and lessees, from any and all claims, loss, damage or liability sustained by GRANTOR or its agents, employees or lessees, caused by or resulting from any act or omission of GRANTEE by the terms of this easement herein granted or the exercise of any of the rights conferred upon GRANTEE by the terms of this easement unless said claim, loss, damage or liability is due to the sole negligence of said GRANTOR.

GRANTOR reserves the right to use and enjoy the SITE for purposes not inconsistent with the rights granted herein; however, GRANTOR shall not construct or maintain any obstructions, including any structure, pond, or change of grade, within 25 feet of GRANTEE'S facilities without GRANTEE'S prior written consent. GRANTEE may remove, at GRANTOR'S expense, any unauthorized obstructions so encroaching on the easement. GRANTEE may also remove any trees, shrubs or other non-crop vegetation within 25 feet of any pipeline by any means, including removal, trimming, and side cutting. GRANTOR shall not be entitled to damages, actual or punitive, for such removal of obstructions or vegetation. GRANTOR may construct and maintain roads crossing the easement if GRANTOR provides reasonable prior notice to GRANTEE and constructs and maintains such roads in compliance with GRANTEE'S written guidelines and in a manner which does not interfere with or endanger GRANTEE'S facilities or rights granted herein.

Notwithstanding any other provisions of this Easement Agreement, in the event the pipelines are not maintained for a continuous period of twenty-four (24) months, this agreement shall terminate as it applies to the pipeline not being maintained and the GRANTEE shall remove said pipeline facilities from GRANTOR'S property within ninety (90) days after written receipt of notice from GRANTOR, and return GRANTOR'S property to a condition which is reasonably acceptable to GRANTOR. For the purposes of acknowledging any nonuse of the pipelines under this provision, GRANTEE shall voluntarily notify GRANTOR in writing of any such specified nonuse. Further, if acknowledgment of any such nonuse is requested by GRANTOR, GRANTEE shall respond to such request in writing within fifteen (15) days.

GRANTOR warrants that GRANTOR owns the SITE in fee simple, subject to any outstanding mortgages, and has right, title and power to grant the rights granted herein and that GRANTOR shall execute any further necessary assurance of title.

This Easement Agreement shall bind and benefit the parties, heirs, legal representatives, successors and assigns. Any rights are divisible and assignable in whole or in part. This agreement constitutes the entire agreement between the parties; the person securing this agreement is without authority to make any covenant or agreement not herein expressed. 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.

Ashland Inc.:

RW
Signed: William M Loar
Printed: WILLIAM M. LOAR

Signed: _____
Printed: _____

Witness:

Signed: Inger L. Mitchell
Printed: Inger L. Mitchell

Signed: Judith P. Johnson
Printed: JUDITH P. JOHNSON

State of Kentucky)
County of Jayette)

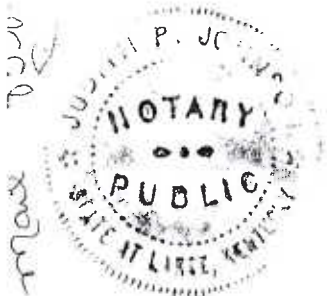
The foregoing instrument was acknowledged before me this 4th day of April 2003,
by William M. Loar it's Director - Corporate Real Estate on behalf of said
Company.

Judith P. Johnson
Notary Public

Judith P. Johnson

My commission expires on: My Commission Expires May 15, 2005

This instrument prepared by: David S. Wisner 539 S. Main St. Findlay, Ohio 45840



200300008550
Filed for Record in
HANCOCK COUNTY OHIO
ANITA M MUSGRAVE
05-07-2003 At 12:12 pm.
EASEMENT RW 14.00
OR Book 2187 Page 1958 - 1959