

201500082490
PICKUP

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HARDIN COUNTY, OHIO
BRENDA J RAINSBURG, COUNTY RECORDER
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EASEMENTS 48.00
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T&C File No.: _____

Tract No: HL-HA-5103.0000

Grant of Easement

This Grant of Easement ("Agreement") is made and entered into this date of September 18 2015 (the "Effective Date") by and between **N. Gene Oates aka Norman Gene Oates, Life Estate, and Sharon E. Oates, Life Estate, husband and wife**, whose mailing address is 6696 County Road 167, Kenton, OH 43326, ("GRANTOR") and Marathon Pipe Line LLC, a Delaware limited liability company, whose mailing address is 539 S. Main Street, Findlay, Ohio 45840 ("MPL").

WHEREAS, GRANTOR owns that certain parcel of land being Pt of SW/4 of S10, T4S, R11E, Pleasant Township, Hardin County, State of Ohio, as further described in the Hardin County, Ohio Recorder's office at Book 499, Page 1176, Tax ID 331000130000, ("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, conveys and warrants to MPL and its affiliates, related parties, agents, employees, designees, contractors, guests, invitees, successors and assigns, a permanent easement and right of way (together with perpetual rights of reasonable ingress and egress to and from the easement and right of way for the purpose of doing any and all things for the use and enjoyment of the rights granted herein), extending fifty (50) feet from each side of the centerline of any pipeline installed, under or otherwise subject to this Agreement, or within fifty (50) feet from each side of any appurtenance to any pipeline installed under or otherwise subject to this Agreement (the "Easement"), to lay, install, construct, operate, inspect, maintain, repair, replace, abandon in place, change the size of, relocate and remove one or more pipelines (and all related equipment) for the transportation of oil, oil products, petroleum, petroleum products, crude oil, natural gas, gas liquids, liquefied minerals, condensate and water, at locations and routes over, across, in and through GRANTOR's Property. MPL shall have additional rights to, from time to time: to lay, install, construct, operate, inspect, maintain, replace, change the size of, relocate and remove block valves, other pipeline appurtenances, and communication equipment at the Site; comply in a convenient manner with any present or future legal obligation or governmental request; access to any point on the easement over adjacent property which GRANTOR owns; install roads to access said facilities; install corrosion control equipment; install additional pipelines for \$4,000 per acre; and use a reasonable

working area for any purpose convenient to MPL's exercise of rights granted hereunder. 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.** Also conveyed herewith is a Temporary Work Space for the purpose of installing pipelines.
3. **RESTRICTIONS.** Within fifty (50) feet from each side of any pipeline or appurtenance and without prior written consent from MPL, GRANTOR shall not permit nor cause: any obstruction above or below ground; removal or deposit of dirt; or excavation, construction or similar activity. GRANTOR shall not permit trees, shrubs or bushes greater than three (3) feet high within twenty-five (25) feet of any pipeline or appurtenance. MPL may at any time control trees, shrubs and bushes of any size within or overhanging such twenty-five (25) feet by any means including, but not limited to, removal, trimming and side-cutting. MPL may at any time 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.

GRANTOR shall ensure that any activity by or on behalf of GRANTOR ("GRANTOR Activities") is conducted in accordance with all MPL's operational rules and policies in effect at the time of the activity. Copies of applicable policies shall be furnished to GRANTOR upon request. All GRANTOR Activities shall be accomplished with a minimum of disruption and interference to MPL's operations. GRANTOR shall ensure that GRANTOR Activities and resulting work comply with all applicable Federal, State, and local laws. In the event GRANTOR breaches this Agreement, then GRANTOR shall reimburse MPL for all reasonable costs and expenses incurred by MPL to ensure that GRANTOR Activities do not impact the Easement or damage the pipeline.

4. **DAMAGES AND RESTORATION.** Upon completion of installation of the pipelines and associated appurtenances, MPL shall restore any disturbed areas, replace any fences that have been disturbed, and otherwise return GRANTOR's Property to its pre-construction condition, as reasonably practicable.

In addition, MPL agrees to compensate GRANTOR for any 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. **WARRANTY.** GRANTOR covenants that: (i) GRANTOR owns the Site in fee simple absolute and has right, title and power to grant the rights granted herein; (ii) MPL shall quietly enjoy its easement; and (iii) Grantor shall execute any further necessary assurance of title.
6. **ALTERNATE EASEMENT DESCRIPTION.** At MPL's sole discretion, it may supplement this Easement with a more definitive description and drawing of the Easement and record the same in the County Recorder's Office. GRANTOR agrees to cooperate and execute any additional documents necessary to facilitate this process. If MPL requires additional easement or the final survey of the Easement increases the size of the Easement, then an additional payment shall be made to the GRANTOR on a pro rata basis. If the final survey does not increase the size of the Easement, then GRANTOR shall retain all funds paid to it by MPL with no refund or additional payment required.

7. **EFFECT OF AGREEMENT.** This 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. Any easement rights granted hereunder are divisible and assignable in whole or in part. After assignment, GRANTOR shall look solely to assignee for performance of all duties and obligations. 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.
8. This Agreement may be executed in counterparts and shall be binding upon each party executing any counterpart.

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GRANTOR(S):

Signature: N. Gene Oates Norman Gene Oates Life Estate

Name: N. Gene Oates, aka Norman Gene Oates, Life Estate

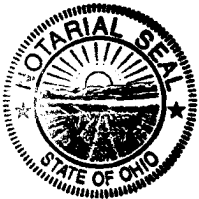
Signature: Sharon E. Oates, Life Estate

Name: Sharon E. Oates, Life Estate

State of Ohio)
County of Hardin) ss

Before me, a Notary Public in and for the State and County aforesaid, personally appeared N. Gene Oates and Sharon E. Oates, husband and wife, who executed and acknowledged the foregoing instrument as his/her free act and deed.

IN WITNESS WHEREOF, I have set my hand and seal this 18 day of September, 2015.



Signature: Nichole Burton

Print Name: NICHOLE BURTON

My commission expires: March 23, 2018

This instrument prepared by:

John J. Staler
539 South Main Street
Findlay, Ohio 45840

Return to:

Marathon Pipe Line LLC
Attn. Field Services
539 South Main Street
Findlay, Ohio 45840