

TEMPORARY RESOLUTION NO. 181-12

PERMANENT RESOLUTION NO. 176-12

A RESOLUTION TO ENTER INTO AN EASEMENT AGREEMENT

BE IT RESOLVED BY COUNCIL OF THE CITY OF LANCASTER, STATE OF OHIO

SECTION 1. That the Service-Safety Director is hereby authorized to enter into a permanent easement and to execute all documents necessary to complete said transaction.

SECTION 2. The Easement and ancillary documents in the form presently on file with the Clerk of Council are hereby approved and authorized with changes therein not inconsistent with this Resolution and not substantially adverse to the City and which have been tentatively approved by the Service-Safety Director. The Service-Safety Director for and in the name of the City, is hereby authorized to execute the Final Easement and documents in this matter, provided further that the approval of changes thereto by the Service-Safety Director, their character not being substantially adverse to the City, shall be evidenced conclusively by the execution thereof. This Council further authorizes the Service-Safety Director for and in the name of the City, to execute any amendments or changes to the final documents, which amendments are not inconsistent with this Resolution and not substantially adverse to the City.

SECTION 3. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: 12/3/12 after 2nd reading. Vote: Yeas 9 Nays 0

Date Approved: 12/3/12

Clerk: Jessica Lee Sandy

Offered by: Tom Smith

Second by: Jane Miller

Requested by Finance Committee

Robert D. Paul

President of Council

Jeff Smith

Mayor

Ex C to 12.42
Exhibit
FOR Temp.
Resolution 181-12

ATEX Express – Segment 2
Tract #: OH-FF-0093.00000
Fairfield County, Ohio

PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement (the “Agreement”), dated as of the ____ day of _____ 2012, is between **CITY OF LANCASTER**, whose address is c/o Michael Courtney, 104 East Main Street, Lancaster, Ohio 43130, (hereinafter referred to as “Grantor”, whether one or more), and **ENTERPRISE LIQUIDS PIPELINE LLC, a Delaware limited liability company**, with offices at 1100 Louisiana, Suite 1000, Houston, Texas 77002 and mailing address for all correspondence to P.O. Box 4324, Attn: Land Dept., Houston, Texas 77210-4324, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the “Grantee”). For the consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, unto Grantee a non-exclusive fifty foot (50’) wide free and unobstructed permanent easement in order to construct, operate and maintain one (1) Pipeline, not to exceed twenty-four inches (24”) in nominal pipe diameter, and any appurtenant facilities (the “Pipeline”) in, over, through, across, under, and along land owned by the Grantor, as more particularly **described in Exhibit “A” and depicted in Exhibit “B”** attached hereto (“the Permanent Easement”).

Grantor also GRANTS unto Grantee, temporary workspace (and additional temporary workspace, as may be needed during construction only), as more particularly **described in Exhibit “A” and depicted in Exhibit “B”** attached hereto, in order to construct the Pipeline and any appurtenant facilities in, over, through, across, under, and along land owned by the Grantor (the “Temporary Construction Easement”). The “Permanent Easement” and the “Temporary Construction Easement” are collectively, the “Easements”. The term of the Temporary Construction Easement shall be for a period to extend thirty-six (36) months from the date of Grantee’s construction commencement on Grantor’s land as described above. The pre-clearing of trees and brush on Grantor’s land does not constitute the commencement of construction. Subject to events of Force Majeure (as defined in Paragraph 26 herein), Grantee will use its best commercial efforts to complete the construction of the Pipeline on Grantor’s land containing the Easement no later than 06/30/2014. However, if Grantee has completed its use of the Temporary Construction Easement prior to the thirty-six (36) month period, then the Temporary Construction Easement shall immediately terminate. All rights, duties and/or obligations arising by or under this Agreement shall only apply to the Temporary Construction Easement while the same is in effect.

It is further agreed as follows:

1. The right to use the Easements shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, adding, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of the Pipeline within the

Permanent Easement, removing at will, in whole or in part, the Pipeline, for the transportation of oil, oil products, crude petroleum, natural gas, gas liquids, liquefied minerals, or other mineral solutions, together with below-ground appurtenances as may be necessary or desirable for the operation of the Pipeline, over, across, under and upon the Permanent Easement. Only Communication cables and equipment related to the operation of this pipeline are permitted and must be buried at the same or greater depth as the pipeline.

2. The Pipeline shall be buried to a minimum depth of five (5) feet, between the top of the pipe, and the existing surface of the ground, including but not limited to stream and ditch crossings.

3. Grantee shall have the right of ingress, egress, entry and access in, to, through, on, over, under, and across the Easements and where same intersect any public road or public right-of-way or other easement to which Grantee has the right to access, for any and all purposes necessary and/or incident to the exercise by the Grantee of the rights granted to it by this Agreement. (See Exhibit C, Construction Specifications 1) During Pipeline construction and any subsequent altering, repairing, removing or replacing of said Pipeline, Grantee agrees that it will leave earthen plugs in the ditch line as reasonably sufficient to permit Grantor's, Grantor's tenants and/or Lessees livestock and/or equipment, to cross over the ditch at reasonable locations along the right-of-way.

4. Grantee shall have the right to select the exact location of the Pipeline within the Permanent Easement. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the Pipeline and appurtenant facilities related to this pipeline project. Grantee agrees that any change in cuts, slopes and fills will not interfere with adjacent surface and/or subsurface drainage. Grantor reserves the right, at Grantor's expense, to relocate the Easement and the pipeline installed therein, provided the relocated Easement and pipeline can be reasonably used for its intended purpose by Grantee. Grantor may exercise this right by giving Grantee a minimum of sixty (60) calendar days prior written notice of the intention to relocate the Easement.

5. The consideration paid by Grantee in this Agreement includes (i) the market value of the Easements, both permanent and temporary, (ii) reasonably anticipated damages caused to the surface of Grantor's lands within the Easements during the initial construction of the Pipeline, and (iii) the diminution in value, if any, to Grantor's other lands attributable to the fact that the Easements have been granted to Grantee. The consideration paid by Grantee in this Agreement does not cover any damages, which may accrue to Grantor's other lands or the Permanent Easement from time to time by reason of the operation, maintenance, repair, alteration and/or servicing of the Pipeline or any other damages incurred from time to time. Grantee shall pay Grantor for any and all such reasonable damages promptly as they may accrue.

6. Grantee shall have the right to remove any fence which now crosses or may cross the Easements during initial construction of the Pipeline. Prior to cutting any fence, however, Grantee shall, where necessary to prevent the remainder of the fence from sagging, brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces to prevent the remainder of the fence from sagging or other means. Before any primary fence wire is cut, it is to be attached to the posts in a manner that there will be no slackening of or damage to the wire. Each such wire gap on land used for livestock is to be reinforced so as to be strong enough to prevent livestock from passing through same. Upon completion of initial construction operations, each wire gap will be removed and a permanent gate installed, which gate shall, to the extent reasonably practicable, be constructed out of similar or better grade materials than already used for existing gates on the property. Each entry and exit gate shall be securely closed and locked, except when Grantee or its authorized personnel are actually passing through same. After construction, Grantee shall put a lock on all gates and Grantor may install its own lock on such gates; provided, however, that at all times Grantor and Grantee shall have full and complete access to the Easement.

7. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor reserves the right to use the land containing the Easements for all residential, agricultural, recreational, commercial and industrial purposes. Grantor, Grantor's heirs, successors and assigns shall have the right, after review and prior written approval by Grantee, to construct, reconstruct or maintain streets, roads or drives, road ditches, drainage ditches, parking areas, fences, and utilities, at any angle of not less than forty-five (45) degrees to Grantee's Pipeline over and across the Permanent Easement at such place or places as Grantor may from time to time hereafter select for public or private use. If Grantor desires to construct a private or public road across the Easement and, after review and approval, which will not be unreasonably withheld, of the site plans by the Grantee, it is determined that extra pipeline protection is required, the Grantee, at the Grantee's expense, will provide the additional protection. Such crossing may include streets, roads, drives, ditches, and utilities. Grantor may not use any part of the Easements if such use may damage, destroy, injure, and/or interfere with Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee. Grantor is not permitted to conduct any of the following activities on the Easements: (1) construct any temporary or permanent building or site improvements; (2) drill or operate any vertical well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above- or below-ground obstruction that may interfere with the purposes for which these Easements are being acquired may be placed, erected, installed or permitted upon the Easements without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written permission from Grantee. Grantor further agrees that it will not interfere in any manner with the purposes for which the Easements are conveyed.

8. Grantee has the right to mow the Permanent Easement not actively being utilized for agricultural purposes, and to trim or cut down or eliminate trees or shrubbery, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the operation of the Pipeline and to remove possible hazard thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the Pipeline and appurtenant facilities. For disposal of trees, brush, stumps and other debris caused by construction see Exhibit C, Construction Specification 3. Grantee is prohibited from any aerial spraying. Prior to any activity that changes the condition of trees, crops, or structures on the Easement Area, Grantee shall provide Grantor a written accounting of each affected tree by type and diameter (above three inches diameter only), crop by type and acreage, and structure by dimension and description. At Grantor's option, Grantor may choose to harvest timber or crops, if appropriate, or Grantor may require an appraisal of the timber by qualified independent appraiser, at Grantee's expense, and Grantee shall pay Grantor the appraised value for the timber identified prior to its removal by Grantee. Grantee shall compensate Grantor for the damage or loss to growing crops at current market value. Grantee shall compensate Grantor for the loss of any structure prior to its removal or being damaged, in an amount to be determined by a qualified independent appraiser at Grantee's expense.

9. Grantor shall retain all the oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easements, but it will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

10. Grantee agrees to comply in all material respects, at its sole cost, with all applicable federal, state and local laws, rules, and regulations, and the Pipeline Standards and Construction Specifications set forth in Exhibit C which is recorded in Fairfield County official record Volume 1614, Page 3440, Instrument No. 201200022174 all of which are applicable to Grantee's activities hereunder, including without limitation, the construction,

use, operation, maintenance, repair and service of the Pipeline, associated equipment and appurtenances thereto. In the event of a conflict between the standards contained in the federal, state and local laws, rules, and regulations, the D.O.T. regulations and the Pipeline Standards and Construction Specifications set forth in Exhibit C, the federal, state and local laws, rules, and regulations, the D.O.T. regulations shall prevail. Excluding emergencies, Grantee shall give reasonable notice to Grantor prior to any substantial maintenance on the Easement and Grantee shall flag or otherwise visibly mark the boundaries of the Easement and Additional Temporary Work Space prior to construction or other substantial maintenance.

11. Grantee will, insofar as reasonably practicable, level, re-grade, and reseed the non-agricultural ground disturbed by Grantee's use of the Easements and will maintain the Easements clean of all litter and trash during periods of construction, operation, maintenance, repair or removal. All construction debris shall be cleaned up and removed from Grantor's lands upon completion of installation and construction of the Pipeline.

12. Grantee shall use the Easements solely for the purposes specified in this Agreement. There shall be no hunting or fishing on the Easements or any of Grantor's lands by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time. No firearms or fishing equipment shall be taken on the Easements by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time.

13. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same Agreement and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.

14. Grantee shall have the right to assign this Agreement in whole or in part, in which event Grantor acknowledges and agrees that the assignee shall succeed to the rights and obligations of Grantee to the extent conveyed in such assignment, however, that in the event of any assignment, the assignor shall remain fully responsible for all obligations, responsibilities and liabilities of Grantee under this Easement.

15. Grantor represents and warrants that, to Grantor's best knowledge and belief, Grantor is the sole fee owner(s) of the property herein described and that Grantor has the authority to convey said rights and interests to the Grantee. Other than the foregoing, Grantor makes no liens, representation or warranty as to Grantor's title to the land described in Exhibit A hereto. This Agreement is made and accepted subject to all easements, rights of way and oil and gas leases now of record.

16. This Agreement embodies the entire agreement between the parties hereto with respect to the Easements and supersedes any and all agreements representations, warranties, or statements which may have been made between the parties prior to the date hereof, whether express, implied, written, or verbal, concerning the subject matter hereof and this Agreement shall not be modified or amended except by written instrument executed by each party hereto.

17. This Agreement shall be interpreted, enforced and governed under the laws of the State of Ohio. If the Easements cover property located in more than one county, venue shall be in the county where the majority of the property geographically exists.

18. If the Grantee requires additional work space and/or easement or the final survey of the Easements increases the size of the Easements, then an additional payment shall be made to the Grantor on a pro rata acreage basis plus the value of Grantor's damaged improvements. If the final survey does not increase the size of the Easements or include additional work space/easements, then Grantor shall retain all funds paid to it by Grantee with no refund required. Upon completion of construction, Grantee shall provide Grantor with an as-built survey which reflects the location of the pipeline, its depth,

diameter and the Pipeline Easement area, prepared by and stamped by a Registered Surveyor in good standing in the State of Ohio.

19. Any and all 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 Agreement 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 above, 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. Grantor and Grantee designate the following persons, addresses, telephone and facsimile numbers for all notices and information to be delivered hereunder:

GRANTOR
City of Lancaster
c/o Michael Courtney
104 East Main Street
Lancaster, Ohio 43130
Telephone No.: (740) 687-6651

GRANTEE
Enterprise Liquids Pipeline LLC
Attn: Land Department
Offices Located at:
1100 Louisiana, Suite 1000
Houston, Texas 77002
Mailing Address:
P.O. Box 4324
Houston, Texas 77210-4324
Telephone No.: (713) 381-6500

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.

20. For Topsoil removal and protection, rock removal, decompaction, and other construction standards see Exhibit C, Construction Specifications

21. Grantee shall cause no above-ground appurtenances to be constructed on this Permanent Easement, with the exception of mandatory safety and operation appurtenances and appurtenances otherwise deemed necessary for the safe operation of the pipeline, including, without limitation, cathodic test leads and pipeline markers which, may only, will be placed at fence lines or other right-of-way crossings on the above described land.

22. For repair of damaged tile lines, and installation of additional tile lines see Exhibit C, Construction Specifications 7 & 8. In the event that Grantee determines that proposed repairs, improvements or new installations to Grantor's tile systems within the Easement area requires special installation techniques or protections that are not necessary outside of the Easement area, then the additional cost for said special installation techniques or protections required within the Easement area shall be at Grantee's expense. Grantee shall select a contractor to perform such repair and replacement, with said contractor to provide to Grantor a two (2) year warranty covering the work performed.

23. All welds will be nondestructively tested by any process that will clearly indicate any defects that may affect the integrity of the weld in accordance with a written set of procedures for nondestructive testing; and with personnel that have been trained in the established procedures and in the use of the equipment employed in the testing. Procedures for the proper interpretation of each weld inspection must be established to ensure the acceptability of the weld under §195.228.

24. GRANTEE SHALL DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS GRANTOR, GRANTOR'S HEIRS, SUCCESSORS, ASSIGNS, EMPLOYEES, AGENTS, LESSEES, CONTRACTORS, SUBCONTRACTORS, AS WELL AS PARTNERS, OFFICERS AND DIRECTORS FROM ANY AND ALL LIENS, CLAIMS, DEMANDS, COSTS (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, ACCOUNTANT'S FEES, ENGINEER'S FEES, CONSULTANT'S FEES AND EXPERT'S FEES), EXPENSES, DAMAGES, LOSSES AND CAUSES OF ACTION FOR DAMAGES BECAUSE OF INJURY TO PERSONS (INCLUDING DEATH) AND INJURY OR DAMAGE TO OR LOSS OF ANY PROPERTY OR IMPROVEMENTS ARISING FROM OR CAUSED BY GRANTEE'S NEGLIGENCE AND/OR WILLFUL MISCONDUCT, TO THE EXTENT SUCH LOSSES WERE NOT CAUSED BY THE NEGLIGENCE AND/OR WILLFUL MISCONDUCT OF THE GRANTOR, ITS AGENTS, INVITEES, LICENSEES, TENANTS, OR EMPLOYEES.

25. If, at any time after five years from the date hereof, Grantee should fail to operate and maintain the Pipeline and appurtenances constructed upon said land for current or potential future use, and if such failure should continue for a continuous twenty-four (24) month period, this Agreement shall ipso facto terminate and the Easements granted therein shall revert to Grantor, its heirs, legal representatives, and assigns, provided, however, such time shall be extended for such period of time that Grantee is unable to exercise his rights granted hereunder because of Force Majeure. Force Majeure shall be any event beyond the reasonable control of Grantee in the exercise of due diligence. For purposes of this section Grantee shall be deemed to be maintaining the Pipeline for use or potential use to the extent there is no interruption of Grantee's maintenance of cathodic protection (or equivalent corrosion protection) for any period of greater than twenty-four (24) consecutive months. Grantor, upon a good faith, reasonable belief that the Grantee has stopped maintaining the Pipeline and appurtenances for a period of twenty-four (24) consecutive months as provided herein, may notify the Grantee in writing of its belief that this Agreement is no longer in effect, and may request confirmation that the Pipeline is in fact being used and/or that the Pipeline is being maintained in the manner contemplated herein. Upon termination of this Agreement, all rights herein granted shall revert to Grantor, and within one hundred eighty (180) days thereafter, Grantee shall give Grantor written notice of such termination and shall at Grantee's sole option either cut and cap the Pipeline at each end rendering it inert or remove the Pipeline. In the event of the removal of the Pipeline and at any time up to but not exceeding two (2) years after the Pipeline is removed, Grantee obligates itself to fill any and all ditches or depressions occasioned thereby, and to restore the surface of the land so disturbed to as near the condition of the adjoining land as practical. Following the expiration of such period, any such property remaining on said land shall be and become the property of Grantor. Grantee shall be required to remove the Pipeline upon termination of this Agreement to the extent any law, rule or regulation of an agency having jurisdiction over such matter, whether presently in force, or enacted while this Agreement remains in effect, requires such removal upon abandonment or cessation of use of the Pipeline.

26. This Agreement and all of its terms, provisions and obligations shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns.

EXECUTED as of the date first written above.

GRANTORS:

City of Lancaster

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012 by _____, the _____ of City of Lancaster, on behalf of said City.

IN WITNESS WHEREOF, I have set my hand and official seal, this ____ day of _____, 2012.

Notary Public

SEAL / My Commission Expires: _____

STATE OF OHIO)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012 by _____, the _____ of City of Lancaster, on behalf of said City.

IN WITNESS WHEREOF, I have set my hand and official seal, this ____ day of _____, 2012.

Notary Public

SEAL / My Commission Expires: _____

PLEASE RETURN RECORDED ORIGINAL TO:
Enterprise Liquids Pipeline LLC
Attn: Land Department
960 Kingsmill Parkway, Suite 200
Columbus, OH 43229

This instrument prepared by:
H. Cort Doughty, Jr., Esq.
Squire Sanders (US) LLP
2000 Huntington Center
41 South High Street
Columbus, Ohio 43215

COLUMBUS/843487.3 V3

EXHIBIT "A"

**CENTERLINE DESCRIPTION FOR A PROPOSED 50 FOOT WIDE
PERMANENT RIGHT-OF-WAY EASEMENT
CITY OF LANCASTER**

BEING A CENTERLINE DESCRIPTION FOR A PROPOSED FIFTY FOOT (50') WIDE PERMANENT RIGHT-OF-WAY EASEMENT, BEING TWENTY-FIVE FEET (25') LEFT AND RIGHT OF SAID CENTERLINE, FOR A PIPELINE SITUATED IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 15, RANGE 19, CITY OF LANCASTER, FAIRFIELD COUNTY, STATE OF OHIO, AND BEING PART OF A CALLED 12.001 ACRE TRACT, DESCRIBED TO CITY OF LANCASTER IN OFFICIAL RECORD 1207, PAGE 2023, AND ASSIGNED TAX ID NUMBER 0532003601, (ALL RECORDS AND TAX ID NUMBERS REFER TO FAIRFIELD COUNTY PUBLIC DOCUMENTS), SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point on line common to said 12.001 acre tract and a called 38.00 acre tract described to Paul E. Shaeffer in Official Record 1448, Page 2442, said point being the **POINT OF BEGINNING** of the centerline described herein, having grid coordinates of N=639,310.98 feet, E=1,929,231.95 feet, from which a 3/4-inch iron pipe found capped (illegible) at a westerly common corner of said 38.00 acre tract and a called 11.753 acre tract described to Gene Lee Eversole and Charles Franklin Eversole in Official Record 1566, Page 391 bears N 86°10'14" W, a distance of 493.57 feet, also from which a 5/8-inch iron rod found capped (illegible) at an easterly common corner of said 12.001 and 38.00 acre tracts bears S 86°10'14" E, a distance of 551.28 feet;

THENCE over and across said 12.001 acre tract S 82°54'55" W, a distance of 237.30 feet to the **POINT OF TERMINATION** of the centerline of the easement described herein, having grid coordinates of N=639,281.71 feet, E=1,928,996.47 feet, said point being on a line common to said 12.001 and 11.753 acre tracts, from which said 3/4-inch iron pipe found capped (illegible) bears N 02°59'56" E, a distance of 44.93 feet, thence N 86°10'14" W, a distance of 259.91 feet from said point, also from which a 5/8-inch iron rod found capped "CHOICE ONE ENGR WDGLS 8254" at a southerly common corner of said 12.001 and 11.753 acre tracts bears S 02°59'56" W, a distance of 626.68 feet.

TEMPORARY WORK SPACE

Being an additional variable width strip of land to be used during the construction of the pipeline. The variable width strip of land will be on the northerly side, parallel with and coincident with the above described 50 foot wide permanent easement and right-of-way. Said variable width strip of land shall extend the entire length of the 50 foot wide permanent right-of-way easement as shown on Exhibit "B". In addition, adjacent to and across any and all highways, roads, streets, railroads, canals, ditches, streams or other waterways and pipelines and where the bearing of the right-of-way changes, Grantee shall have the right to use extra temporary work space as shown on Exhibit "B" for the construction of the pipeline and appurtenant facilities.

Notes:

- 1) Bearings are based on Geodetic North and coordinates are based upon Ohio State Plane Coordinates, South Zone, NAD83(2007), as established by GPS observations tied to the NGS CORS network and are used to denote angles only. Distances stated herein are based upon State Plane Grid coordinates, U.S. Survey Feet.
- 2) Easement description is based upon observable field evidence, prior surveys, and documents of record, but does not constitute a complete boundary survey pursuant to Standards for Boundary Surveys, Chapter 4733-37, Ohio Administrative Code, and should not be relied upon as such.
- 3) Record information and Tax ID numbers shown herein are based upon a public records search performed by Tablerock Land Services, LLC.
- 4) For additional information, see attached plat of easement made in conjunction with and considered an integral part of this description.
- 5) Date of Survey: 02/15/2012

Surveying And Mapping, Inc.
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735

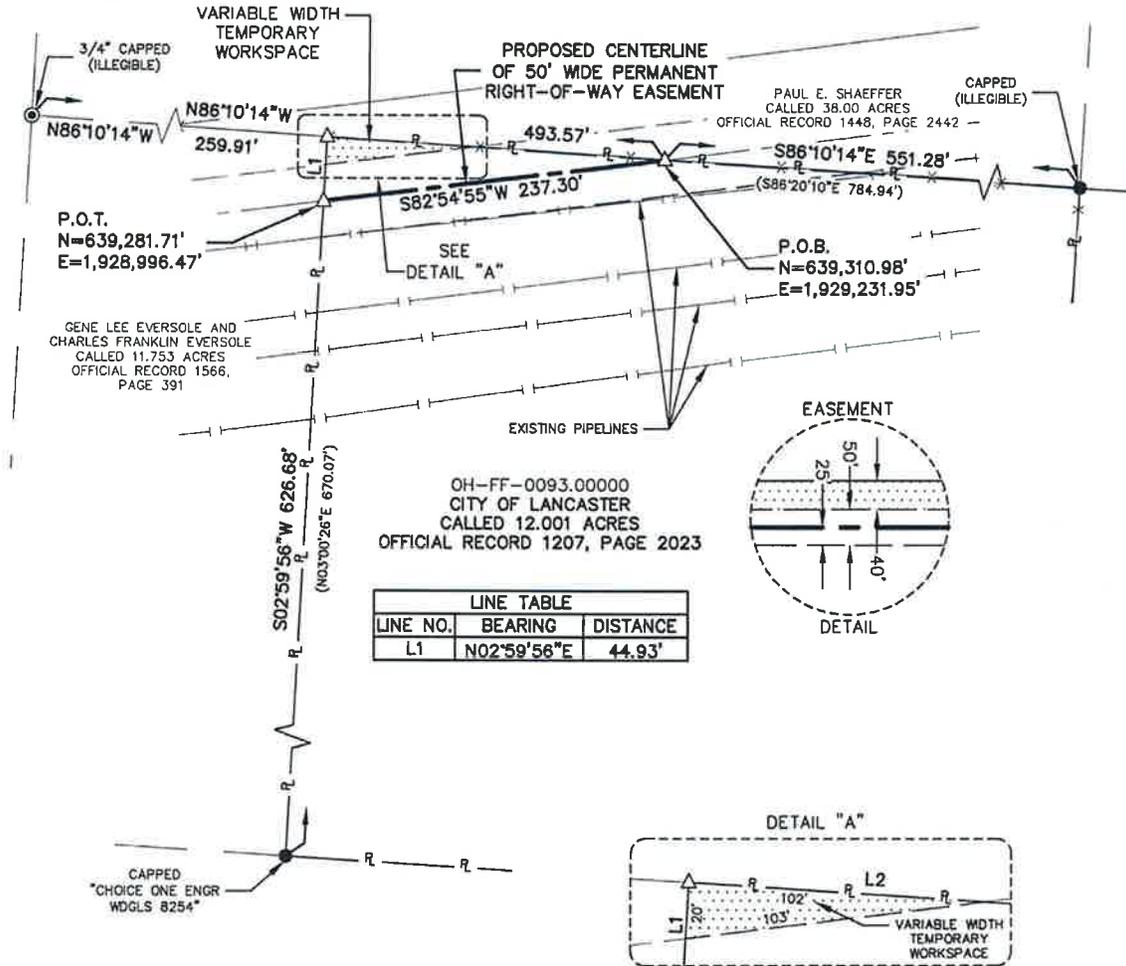
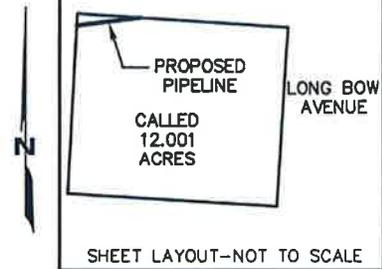
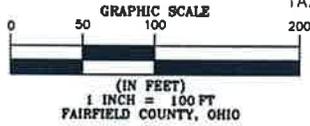

Gary W. Elliott Date
Professional Surveyor
Ohio Registration Number S-7438



PLAT OF EASEMENT - EXHIBIT "B"

OH-FF-0093.00000

PART OF THE NORTHEAST QUARTER OF
SECTION 27, TOWNSHIP 15, RANGE 19
CITY OF LANCASTER,
FAIRFIELD COUNTY, OHIO
CITY OF LANCASTER
TAX ID: 0532003601



CALCULATED PIPELINE EASEMENT ACREAGE: 0.27
CALCULATED TEMPORARY WORKSPACE ACREAGE: 0.02
TOTAL LINEAR FEET: 237.30

BEARINGS ARE BASED ON GEODETIC NORTH AND COORDINATES ARE BASED UPON OHIO STATE PLANE COORDINATES, SOUTH ZONE, NAD83(2007), AS ESTABLISHED BY GPS OBSERVATIONS TIED TO THE NGS CORS NETWORK AND ARE USED TO DENOTE ANGLES ONLY. DISTANCES STATED HEREIN ARE BASED UPON STATE PLANE GRID COORDINATES, U.S. SURVEY FEET. THIS PLAT OF EASEMENT IS BASED UPON OBSERVABLE FIELD EVIDENCE, PRIOR SURVEYS, AND DOCUMENTS OF RECORD, BUT DOES NOT CONSTITUTE A COMPLETE BOUNDARY SURVEY PURSUANT TO STANDARDS FOR BOUNDARY SURVEYS, CHAPTER 4733-37, OHIO ADMINISTRATIVE CODE, AND SHOULD NOT BE RELIED UPON AS SUCH.

THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN. RECORD INFORMATION AND TAX ID NUMBERS SHOWN HEREON ARE BASED UPON A PUBLIC RECORDS SEARCH PERFORMED BY TABLEROCK LAND SERVICES, LLC.

LEGEND

- +— EXISTING PIPELINE
- ADJOINER LINE
- R— PROPERTY LINE
- X— BARBED WIRE FENCE
- ⊙ IRON PIPE FOUND (AS NOTED)
- 5/8" IRON ROD FOUND (AS NOTED)
- △ CALCULATED POINT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- R.O.W. RIGHT-OF-WAY
- () RECORD INFORMATION
- ▨ TEMPORARY WORKSPACE

Gary W. Elliott 3/7/2012
DATE

GARY W. ELLIOTT
REGISTERED PROFESSIONAL SURVEYOR
OHIO REGISTRATION NUMBER S-7438



PROJECT: ATEX EXPRESS
JOB NUMBER: 31230
SURVEY DATE: 02/15/12
SCALE: 1"=100'
SURVEYOR: G. ELLIOTT
TECHNICIAN: C. BENZ
DRAWING: OH-FF-0093.00000.dwg
TRACT ID: OH-FF-0093.00000
PARTY/CLIENT: K. VAN CAMPEN
FIELDBOOKS: 8134



4801 SOUTHWEST PARKWAY
PARKWAY TWO, SUITE 100
AUSTIN, TEXAS 78735
(512) 647-0575
FAX: (512) 326-3029
EMAIL: SAM@SAMINC.BIZ

ENTERPRISE LIQUIDS PIPELINE LLC
PROPOSED 50' PERMANENT R.O.W.
EASEMENT AND VARIABLE WIDTH
TEMPORARY WORKSPACE ACROSS
THE CITY OF LANCASTER TRACT
FAIRFIELD COUNTY, OHIO