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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2014 DEC 15 AM 10:20

MICHAEL B. BROWN  
RECORDER

T&C File No.: 11-459-004-0001

### Grant of Easement

This Agreement is made and entered into this date of DECEMBER 11, 2014, by and between Marathon Petroleum Company LP ("MPC") and Petrogas Terminals, LLC ("GRANTEE").

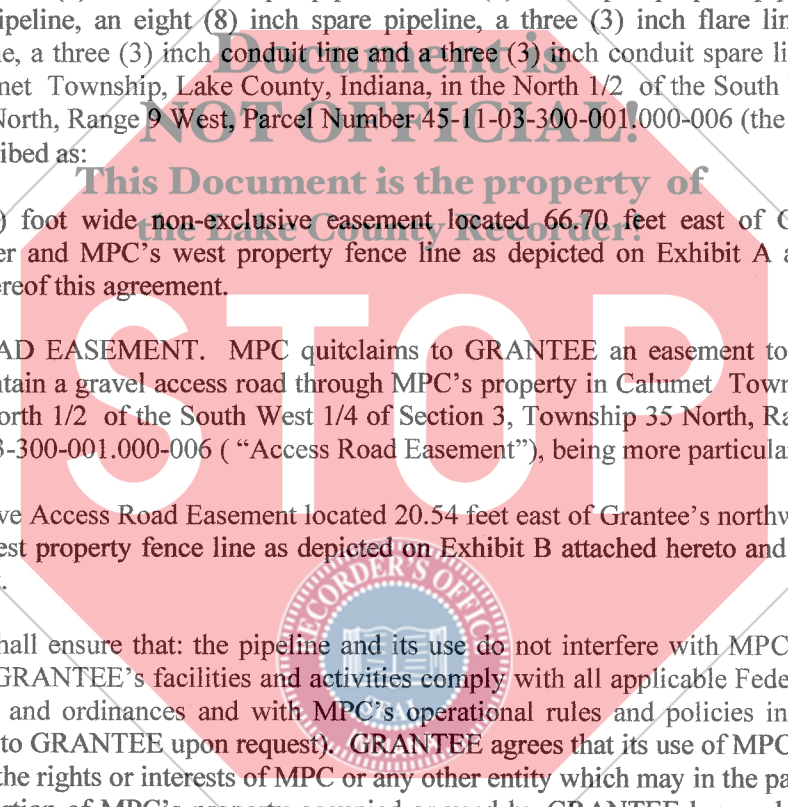
1. EASEMENT. In consideration of One Dollar and other good and valuable consideration, MPC quitclaims to GRANTEE an easement to construct, operate, inspect, and maintain an eight (8) inch liquid butane pipeline, a six (6) inch butane vapor pipeline, a six (6) inch liquid propane pipeline, a six (6) inch propane vapor pipeline, an eight (8) inch spare pipeline, a three (3) inch flare line, a three (3) inch instrument air line, a three (3) inch conduit line and a three (3) inch conduit spare lines through MPC's property in Calumet Township, Lake County, Indiana, in the North 1/2 of the South West 1/4 of Section 3, Township 35 North, Range 9 West, Parcel Number 45-11-03-300-001.000-006 (the "Site"), being more particularly described as:

A fifteen (15) foot wide non-exclusive easement located 66.70 feet east of Grantee's northwest property corner and MPC's west property fence line as depicted on Exhibit A attached hereto and made a part hereof this agreement.

ACCESS ROAD EASEMENT. MPC quitclaims to GRANTEE an easement to construct, operate, inspect, and maintain a gravel access road through MPC's property in Calumet Township, Lake County, Indiana, in the North 1/2 of the South West 1/4 of Section 3, Township 35 North, Range 9 West, Parcel Number 45-11-03-300-001.000-006 ("Access Road Easement"), being more particularly described as:

A non-exclusive Access Road Easement located 20.54 feet east of Grantee's northwest property corner and MPC's west property fence line as depicted on Exhibit B attached hereto and made a part hereof this agreement.

2. GRANTEE shall ensure that: the pipeline and its use do not interfere with MPC's present or future operations; and, GRANTEE's facilities and activities comply with all applicable Federal, State, and local laws, regulations and ordinances and with MPC's operational rules and policies in effect at that time (copies available to GRANTEE upon request). GRANTEE agrees that its use of MPC's property will not materially affect the rights or interests of MPC or any other entity which may in the past, present or future coexist on the portion of MPC's property occupied or used by GRANTEE hereunder. If GRANTEE's facilities interfere with MPC's or any other entity's operations in the future, MPC may mitigate such interference by relocating all or part of GRANTEE's facilities at GRANTEE's expense. MPC shall notify GRANTEE of such interference and MPC's intent to relocate the facilities and GRANTEE shall (a) perform the relocation under terms acceptable to MPC or (b) pay the estimated cost of such relocation before it commences.



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DEC 15 2014  
PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

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CS  
RN

GRANTEE acknowledges that the easement is located in an existing utility and pipeline corridor and that anything constructed or existing within such corridor may be damaged, destroyed or removed due to other user's activities or facilities in the corridor and does and shall fully release MPC from any liability arising from such damage, destruction or removal.

3. **DAMAGES.** GRANTEE shall compensate MPC for damages or injury to real or personal property, persons and business operations caused by any construction or activities related to GRANTEE's pipeline in any manner. GRANTEE agrees, at its sole cost and expense, to restore Site to its original condition including but not limited to the grading and seeding of work spaces and the placement of additional stone and grading on GRANTEE's access road along west side of property.

4. **INDEMNITY.** *To the maximum extent permissible by law, GRANTEE shall indemnify, defend and hold harmless MPC, its affiliates and their employees, contractors and agents from any Claim relating to or arising from (i) any activity by or on behalf of GRANTEE or (ii) the existence or operation of GRANTEE's pipeline.* "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 GRANTEE fails to keep any promise or covenant in this Agreement or any amendment thereto, GRANTEE shall pay to MPC all MPC's costs and attorney fees in enforcing performance. Before any work by or on behalf of GRANTEE at or adjacent to the Site, GRANTEE shall provide, maintain and deliver to MPC insurance acceptable to MPC which, except for workers' compensation and contractual liability, names MPC as an additional insured.

5. **INSURANCE.** Before any work by or on behalf of GRANTEE at or adjacent to the Site, GRANTEE shall provide, maintain and deliver to MPC a certificate of insurance described below with financially responsible insurance companies acceptable to MPC with policy limits not less than those indicated below which, except for workers' compensation and contractual liability, names MPC as an additional insured.

- A. Workers Compensation Insurance including occupational disease for the full statutory limits and Employers' Liability Insurance with a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, applicable to all persons employed by Company.
- B. Commercial General Liability Insurance covering bodily injury, death, and property damage, including Contractual Liability with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence.
- C. Business Automobile Liability Insurance for owned, hired, or non-owned motor vehicles to cover liability for bodily injury, including death or damage or destruction of property with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. This policy shall include Contractual Liability.
- D. Sudden and Accidental Pollution Liability Insurance to cover liability for bodily injury, property damage, including loss of use of property, cleanup costs, and defense costs with a combined single limit of Five Million Dollars (\$5,000,000.00) per occurrence. Said insurance shall be endorsed to include the property leased and occupied by Company under this Lease Agreement.

- E. Property or self-Insurance with limits sufficient to cover Company's risk of loss to MPC for demolition, cleanup and removal of debris from the Premises in the event of a claim and to restore the Premises to the same condition as existed prior to the commencement of this Lease Agreement.

All insurance coverages except for workers' compensation, automobile and property shall waive all express or implied rights of subrogation against the Indemnified Parties, except in states where such waivers are prohibited by law. All deductibles and self-insured retentions, including defense costs, are the sole responsibility of Company. Company shall give MPC thirty (30) days advance written notice prior to any cancellation, in coverage.

6. **TERMINATION.** MPC may terminate the easement upon the removal, disrepair, or non-use of the pipeline or upon breach of this Agreement after 60 days written notice. Notwithstanding the costs of improvements and alterations incurred by GRANTEE, MPC's right to terminate the easement shall be without compensation to GRANTEE in any manner whatsoever. Should the easement be terminated in any manner, GRANTEE shall, at GRANTEE's sole cost, completely restore the property as nearly as possible to the condition existing before the construction of the pipeline and, at MPC's option, (i) remove any improvements or facilities on MPC's property or (ii) convey all real and personal property on MPC's and adjoining property to MPC.

7. **EFFECT OF AGREEMENT.** This Agreement shall bind and benefit the parties' successors and assigns, however, no assignment of the easement or any of the rights hereunder by GRANTEE shall be valid without MPC's express, written consent. GRANTEE's successors and assigns shall assume full liability for all obligations of GRANTEE and its successors and assigns. Any unauthorized act of assignment by GRANTEE shall constitute a substantial breach of this Agreement and shall render this Agreement a nullity, and it will be deemed an event triggering MPC's right to terminate. The terms of this Agreement 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. MPC's failure or delay in exercising any right, power or privilege hereunder shall not 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. Immediately upon construction, GRANTEE shall provide MPC the following GPS data with 10 cm accuracy and pursuant to MPC data requirements. GRANTEE shall obtain, for all facilities within any excavation area (including drills and bores) within 200 feet of the Site:

- a. horizontal and grade elevation data for the pipeline centerline at intervals of 10 feet along straight segments of pipe and at the endpoints, centerpoints, and elsewhere at 5 feet intervals along curved segments of pipe;
- b. appurtenance (valve, test station, vent, marker, etc.) locations;
- c. property boundaries, including road right of ways;
- d. waterways, including culverts and ditches; and
- e. utility facilities (including all rail, cable, pipe and poles).

GRANTEE shall provide MPC a separate shapefile for each pipeline, property parcel, waterway, and utility facility and pipeline depth data (top of pipe to ground) at each GPS data collection point. GRANTEE shall provide MPC similar data should GRANTEE perform future excavation work.



Petrogas Terminals, LLC.

Signature: Gregory Fix

Name: GREGORY FIX

Title: GM Business Development  
U.S. Operation

Signature: [Handwritten Signature]

Name: JOSÉ CRUZ

Signature: [Handwritten Signature]

Name: ALLEN J. FADLEY

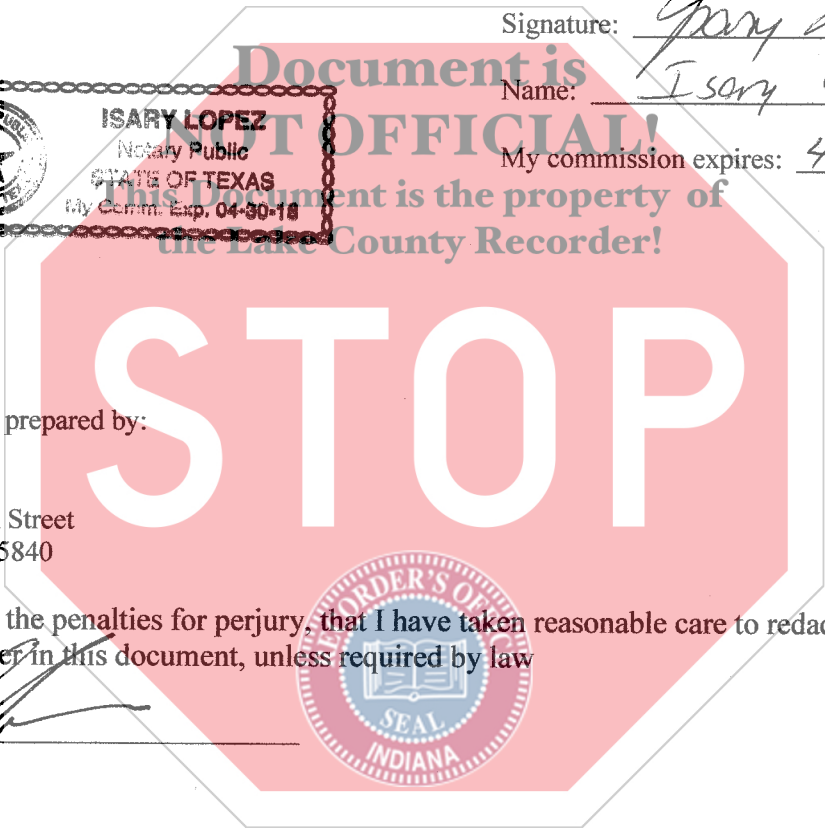
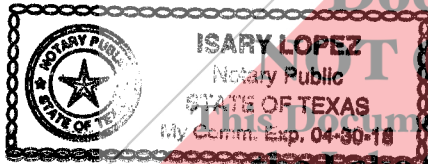
State of Texas )  
 ) ss  
County of Harris )

The foregoing instrument was acknowledged before me this December 5, 2014  
by Gregory A. Fix.

Signature: [Handwritten Signature]

Name: Isary Lopez

My commission expires: 4-30-2018



This instrument prepared by:

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

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law

[Handwritten Signature]  
John J. Staler

# Exhibit A

## LEGAL DESCRIPTION

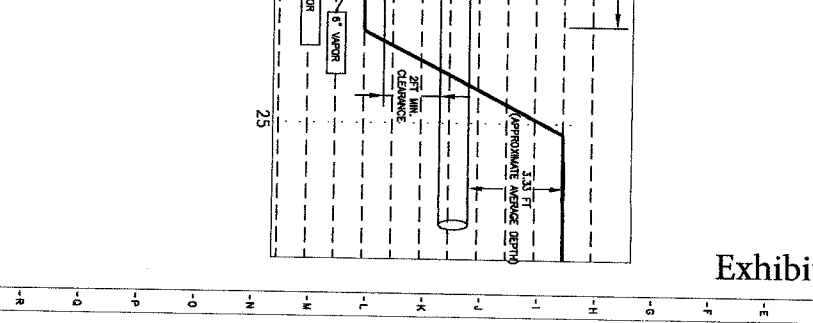
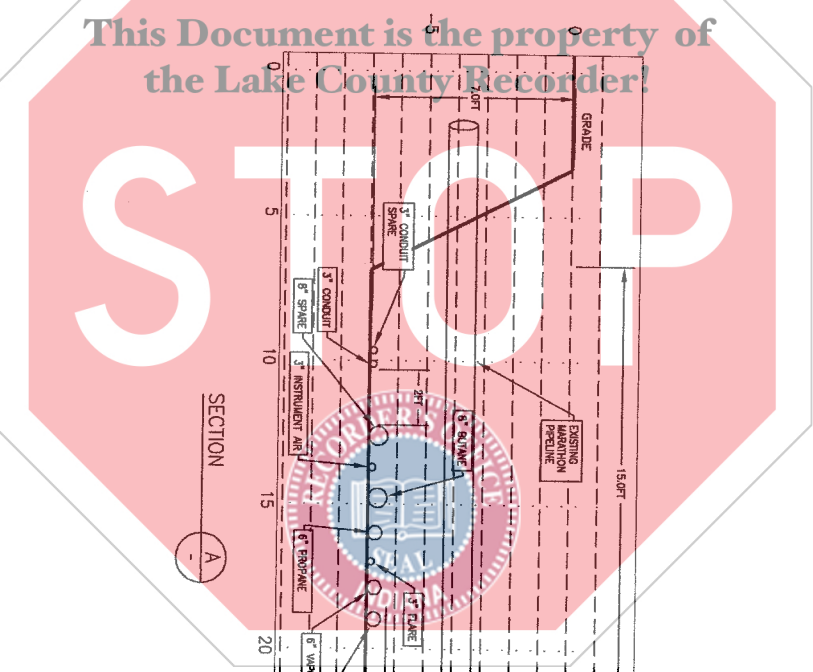
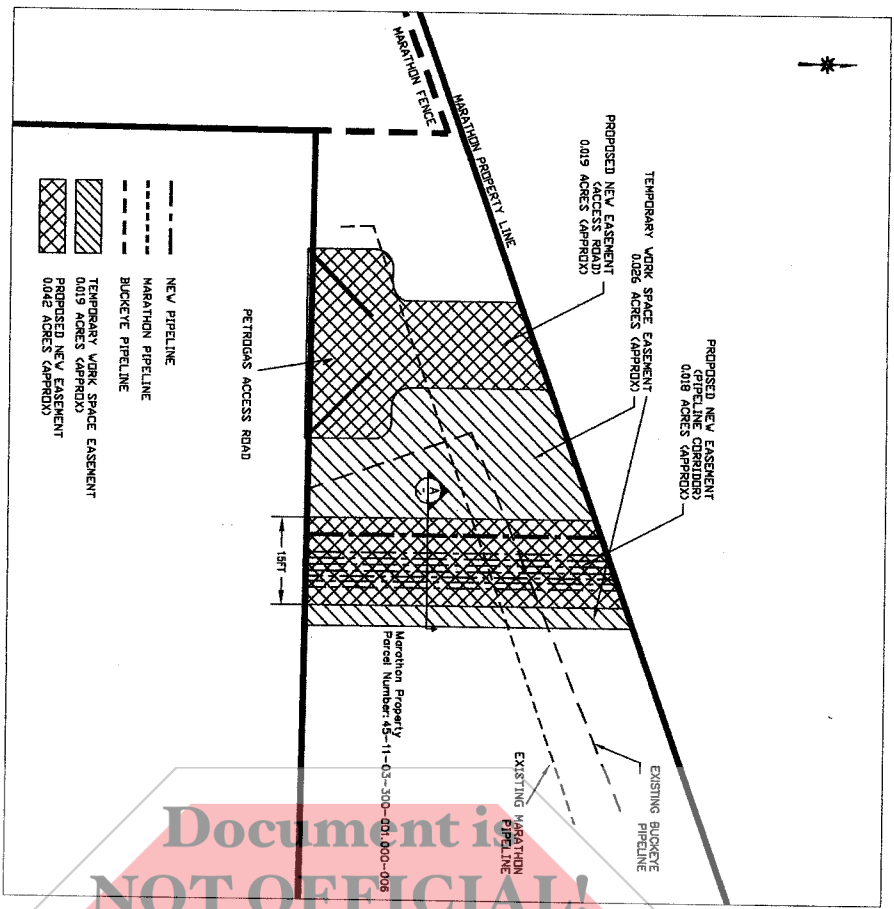
Part of the Southwest Quarter of Section 3, Township 35 North, Range 9 West of the 2<sup>nd</sup> Principal Meridian, in Lake County, Indiana, more particularly described as follows:

### PIPELINE EASEMENT DESCRIPTION:

Commencing at the Southwest of the Southwest one-quarter (1/4) of said Section 3; thence South 89 degrees 39 minutes 6 seconds (basis of bearings is the Indiana State Plane Coordinate System) East 1,169.25 feet along the South line of said Section 3; thence North 2329.68 feet (Northwest corner of Petrogas property); thence South 89 degrees 22 minutes 46 seconds East 66.70 feet to the Point of Beginning; thence continuing South 89 degrees 22 minutes 46 seconds East 15.00 feet; thence North 0 degrees 0 minutes 0 seconds North 56.05 feet (Northern end of Marathon property line); thence South 70 degrees 3 minutes 44 seconds West 15.96 feet (along Marathon property line); thence South 0 degrees 0 minutes 0 seconds South 50.45 feet to the Point of Beginning, containing 0.018 acres, more or less.

### TEMPORARY WORK SPACE EASEMENT DESCRIPTION:

- Document is NOT OFFICIAL!**  
**This Document is the property of the Lake County Recorder**
- a) Commencing at the Southwest of the Southwest one-quarter (1/4) of said Section 3; thence South 89 degrees 39 minutes 6 seconds (basis of bearings is the Indiana State Plane Coordinate System) East 1,169.25 feet along the South line of said Section 3; thence North 2329.68 feet (Northwest corner of Petrogas property); thence South 88 degrees 40 minutes 34 seconds East 53.10 feet to the Point of Beginning; thence continuing North 87 degrees 53 minutes 59 seconds East 13.71 feet; thence North 0 degrees 0 minutes 0 seconds North 50.45 feet (Northern end of Marathon property line); thence South 70 degrees 3 minutes 44 seconds West 23.88 feet (along Marathon property line); thence South 0 degrees 0 minutes 0 seconds South 27.70 feet; thence North 90 degrees 0 minutes 0 seconds East 8.74 feet; thence South 0 degrees 0 minutes 0 seconds South 15.10 feet to the Point of Beginning, containing 0.021 acres, more or less.
- b) Commencing at the Southwest of the Southwest one-quarter (1/4) of said Section 3; thence South 89 degrees 39 minutes 6 seconds (basis of bearings is the Indiana State Plane Coordinate System) East 1,169.25 feet along the South line of said Section 3; thence North 2329.68 feet (Northwest corner of Petrogas property); thence South 89 degrees 22 minutes 46 seconds East 81.70 feet to the Point of Beginning; thence continuing South 89 degrees 22 minutes 46 seconds East 3.51 feet; thence North 0 degrees 0 minutes 0 seconds North 57.36 feet (Northern end of Marathon property line); thence South 70 degrees 3 minutes 44 seconds West 3.73 feet (along Marathon property line); thence South 0 degrees 0 minutes 0 seconds South 56.05 feet to the Point of Beginning, containing 0.005 acres, more or less.



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| 1   | ISSUED FOR REVIEW    |      |    |      |       |             |
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| 33  | REVISED PER COMMENTS |      |    |      |       |             |

# Exhibit B

## LEGAL DESCRIPTION

Part of the Southwest Quarter of Section 3, Township 35 North, Range 9 West of the 2<sup>nd</sup> Principal Meridian, in Lake County, Indiana, more particularly described as follows:

### ROAD EASEMENT DESCRIPTION:

Commencing at the Southwest of the Southwest one-quarter (1/4) of said Section 3; thence South 89 degrees 39 minutes 6 seconds (basis of bearings is the Indiana State Plane Coordinate System) East 1,169.25 feet along the South line of said Section 3; thence North 2329.68 feet (Northwest corner of Petrogas property); thence South 87 degrees 9 minutes 34 seconds East 20.54 feet to the Point of Beginning; thence continuing South 89 degrees 38 minutes 5 seconds East 32.49 feet; thence North 0 degrees 0 minutes 0 seconds North 15.10 feet; thence North 90 degrees 0 minutes 0 seconds West 8.74 feet; thence North 0 degrees 0 minutes 0 seconds North 27.70 feet (Northern end of Marathon property line); thence South 70 degrees 3 minutes 44 seconds West 15.96 feet (along Marathon property line); thence South 0 degrees 0 minutes 0 seconds South 22.26 feet; thence South 90 degrees 0 minutes 0 seconds West 8.74 feet; thence South 0 degrees 0 minutes 0 seconds South 14.90 feet to the Point of Beginning, containing 0.019 acres, more or less.





