

200600005788  
NORTHERN OHIO RURAL WATER  
PICK UP

OMB NO 6575-0015

Form RD 442-20  
(Rev. 10-96)

UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL DEVELOPMENT

RIGHT-OF WAY EASEMENT

200600005788  
Filed for Record in  
SANDUSKY COUNTY, OHIO  
COLLEEN CARMACK  
06-30-2006 At 01:33 PM.  
EASE 28.00  
OR Book 34 Page 2162 - 2162

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to  
NANCY LITING and

Hereinafter referred to as GRANTOR, by Northern Ohio Rural Water  
Hereinafter referred to as GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install, and lay,  
and thereafter use, operate, inspect, repair, maintain, replace, and remove  
waterlines and appurtenances

Over, across, and through the land of the GRANTOR situated in Sandusky County,  
State of Ohio, said land being described as follows: 78.29 Acres North of County Rd 175  
06-26-00-0026-00  
Situating in the County of Sandusky in the State of Ohio and in the SW  
Quarter of Section Number 26, Green Creek Twp. Sandusky County Ohio.

SW 1/4  
Section  
26  
Green  
Creek

Together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purposes of  
this easement.

The easement shall be 20 feet in width, the centerline of which is described as follows:  
Water main will be constructed as close to the Right of Way as possible. Grantor's property  
will be returned to its original condition. Crop damage will be paid upon written request  
of the Grantor. Payment shall be made in accordance with US Department of Agriculture (FSA)  
current yields and prices and same shall recognize and include any price supports to which  
Grantor would be otherwise entitled. Grantee also agrees to repair any tile, underground  
utilities, drive, or access roads damaged as a result of their construction activities.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the Grantor, his successors and  
assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The  
GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent  
land of the GRANTOR, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE,  
its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 15 day of May  
2006

Nancy Litling (SEAL)  
\_\_\_\_\_  
(SEAL)

STATE OF OHIO  
COUNTY OF Delaware

ACKNOWLEDGEMENT

Before me, a Notary Public, in and for said County, personally appeared the above named Nancy Litling  
And \_\_\_\_\_ who acknowledged that they did sign the foregoing instrument, and that the same is  
their free act and deed.

In testimony whereof, I have hereunto subscribed my name at Sunny Ohio, this 15 day of  
May

(SEAL) Erica L. Burkey  
Notary Public - State of Ohio  
My Commission Expires December 22, 2006  
NOTARY PUBLIC

The form of this instrument was prepared by the Office of General Counsel of the United States Department of Agriculture, and the  
material in the blank spaces in the form was inserted by or under the direction of Randall Hunt

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing  
instructions, searching data sources, gathering and maintaining the data needed, and completing and reviewing the collection of  
information. Send comments regarding this burden estimate or any other aspect of this collection of information, including  
suggestions for reducing this burden, to U.S. Department of Agriculture, Clearance Officer, STOP 7602, 1400 Independence Avenue  
S.W., Washington, D.C. 20250-7602. Please DO NOT RETURN this form to this address. Forward to the local USDA office only.  
You are not required to respond to this collection of information unless it displays a currently valid OMB control number.

200600005789  
NORTHERN OHIO RURAL WATER  
PICK UP

Form RD 442-20  
(Rev. 10-96)

UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL DEVELOPMENT

OMB NO. 0575-0014

RIGHT-OF-WAY EASEMENT

200600005789  
Filed for Record in  
SANDUSKY COUNTY, OHIO  
COLLEEN CARMACK  
06-30-2006 At 01:33 pm.  
EASE 28.00  
OR Book 34 Page 2163 - 2163

KNOW ALL MEN BY THESE PRESENTS

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to  
NANCY LIVING and

Hereinafter referred to as GRANTOR, by Northern Ohio Rural Water  
Hereinafter referred to as GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install, and lay,  
and thereafter use, operate, inspect, repair, maintain, replace, and remove  
waterlines and appurtenances

Over, across, and through the land of the GRANTOR situated in Sandusky County,  
State of Ohio, said land being described as follows: 14.38 Acres North of County Rd 175  
06-35-00-0005-00  
Situated in the County of Sandusky in the State of Ohio and in the NW  
Quarter of Section Number 35, Green Creek Twp., Sandusky County Ohio.

NW 1/4  
Section  
35  
Green  
Creek

Together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purposes of  
this easement: 14.38 ACRES NORTH OF COUNTY ROAD 175

The easement shall be 20 feet in width, the centerline of which is described as follows:  
Water main will be constructed as close to the Right of Way as possible. Grantor's property  
will be returned to its original condition. Crop damage will be paid upon written request  
of the Grantor. Payment shall be made in accordance with US Department of Agriculture (RSA)  
current yields and prices and same shall recognize and include any price supports to which  
Grantor would be otherwise entitled. Grantee also agrees to repair any tile, underground  
utilities, drive, or access roads damaged as a result of their construction activities.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the Grantor, his successors and  
assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The  
GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent  
land of the GRANTOR, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE,  
its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 15 day of May  
2006

Nancy Lee Living (SEAL)  
(SEAL)

STATE OF OHIO  
COUNTY OF Delaware

ACKNOWLEDGEMENT

Before me, a Notary Public, in and for said County, personally appeared the above named Nancy Lee Living S  
And Eric L. Bentley who acknowledged that they did sign the foregoing instrument, and that the same is  
their free act and deed.

In testimony whereof, I have hereunto subscribed my name and seal, at Sandusky Ohio, this 15 day of  
May

(SEAL) Eric L. Bentley  
Notary Public - State of Ohio  
My Commission Expires December 22, 2008 NOTARY PUBLIC

The form of this instrument was prepared by the Office of General Counsel of the United States Department of Agriculture, and the  
material in the blank spaces in the form was inserted by or under the direction of Randall Hunt

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing  
instructions, searching data sources, gathering and maintaining the data needed, and completing and reviewing the collection of  
information. Send comments regarding this burden estimate or any other aspect of this collection of information, including  
suggestions for reducing this burden, to U.S. Department of Agriculture, Clearance Officer, STOP 7602, 1400 Independence Avenue  
S.W., Washington, D.C. 20250-7602. Please DO NOT RETURN this form to this address. Forward to the local USDA office only  
You are not required to respond to this collection of information unless it displays a currently valid OMB control number

201600006660  
Filed for Record in  
SANDUSKY COUNTY, OHIO  
COLLEEN CARMACK  
10-25-2016 At 01:51 pm.  
EASE 120.00  
OR Book 177 Page 2482 - 2492

**Transfer Not Necessary  
PER 319.202 R.C.**

OCT 25 2016  
JERRI A MILLER  
AUDITOR, Sandusky County, Ohio

201600006660  
TOM BRAY  
605 WESTLAKE DR  
ASHLAND OH 44805

Kinder Morgan Utopia LLC

Tract # 10-015.000

**GRANT OF EASEMENT**

*Handwritten:* NW NW 35

State of Ohio )

County of Sandusky )

KNOW ALL MEN BY THESE PRESENTS:

That Nancy Liming, whose address is P.O. Box 324, Sunbury OH 43074, (hereinafter "GRANTOR" whether one or more), for himself/herself or themselves, or itself, his/her/their/its heirs, successors and assigns, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, do(es) hereby grant, sell, warrant, convey, transfer and confirm effective this the 9<sup>th</sup> day of SEPT, 2016, (Effective Date) unto Kinder Morgan Utopia LLC, a Delaware limited liability company whose address is Land Department, 1001 Louisiana Street, Houston, Texas 77002, its successors and assigns ("GRANTEE"), the following perpetual, temporary, and additional work space easements as applicable (collectively referred to as the "Easement(s)") for the purpose, presently and at such other times in the future as GRANTEE may elect to survey, construct, reconstruct, install, maintain, operate, inspect, repair, replace, change the size of, protect, preserve, relocate, alter, remove, and retire in place one (1) pipeline for the purpose of transporting oil, gas, crude, condensate or any other substances that can be transported by pipeline and all related above and below ground appliances, appurtenances, fixtures, and equipment deemed by GRANTEE to be necessary or desirable in connection with such pipeline, including but not limited to, cathodic protection, power line drops or power sources, meters, fittings, tie-overs, risers, valves, launchers, receivers, and related piping (collectively, the "Pipeline"), in, on, over, under, across, upon, and through the following described property situated in the County of Sandusky, State of Ohio, to wit:

14.375 acres of land, more or less, being a part of the Northwest Quarter Section 35, Township 4 North, Range 16 East, Green Creek Township, Sandusky County, State of Ohio.

PIN: 06-35-00-0005-00

The 50 foot wide right-of-way herein granted shall be a perpetual right-of-way and easement located as generally depicted on Exhibit "A" attached hereto and made a part hereof.

GRANTEE is further granted the right of use as temporary work space during the construction or replacement of its Pipeline an additional strip of land being 50 feet in width situated parallel and contiguous to the right-of-way herein granted, together with such additional temporary work space at road/railroad crossings, stream/river crossings, wetlands, or other areas with special construction conditions as required to accommodate the additional construction space requirements of said locations, all as depicted on the attached drawing number R/W- 10-015.000 attached hereto as Exhibit "A."

Upon completion of GRANTEE's construction or replacement project on said Easement said temporary work space will be restored to the extent practicable to its original condition. The temporary work space shall revert back to GRANTOR and the grant of temporary work space made herein shall terminate upon the completion of GRANTEE's construction on said Easement, including all required cleanup, revegetation, and restoration.

This grant shall include, without limitation, the right of GRANTEE, at all times, to have the right of ingress and egress over, across, and through the Easement and the adjacent and contiguous properties of GRANTOR by reasonable means, including, the use of private roads, farm lanes, and any other routes

of access of GRANTOR, whether presently existing or hereafter constructed and maintained, in order that GRANTEE may access its Easement or otherwise exercise the rights granted herein.

GRANTOR warrants that GRANTOR is the lawful owner in fee simple of the land on which the Easements are located and that he/she or both have a good right to grant the rights and privileges aforesaid, subject only to outstanding mortgages, if any, now of record in said county and, in the event of default by GRANTOR, GRANTEE shall have the right to discharge or redeem for GRANTOR, in whole or in part, any mortgage, tax, or other lien on said land and thereupon be subrogated to such lien and rights incident thereto. GRANTOR further warrants that it has good and merchantable title to the property described herein and agrees to defend GRANTEE from all claims to the contrary. GRANTOR further agrees to defend, indemnify and hold harmless GRANTEE, its successors and assigns from any and all claims disputing GRANTOR'S legal right to convey this Easement to GRANTEE. GRANTOR agrees to reimburse GRANTEE for its costs, including attorney's fees, in asserting or defending all claims made which dispute the GRANTOR'S legal right to convey its interest pursuant to this Pipeline Easement.

GRANTEE, its successors and assigns, is hereby expressly given and granted the right to lease, sell, assign, transfer, or convey to others the Easement herein granted and conveyed the full rights and privileges herein granted.

GRANTEE agrees that the Pipeline will be constructed to meet or exceed the US Department of Transportation's ("DOT") depth of cover requirements for the type of pipeline facilities being installed. GRANTOR shall not reduce the cover over the pipeline at any time, increase or decrease the elevation of the earth within the Easement, or allow the reduction of such cover by any third party including GRANTOR or any third party without GRANTEE's prior written consent, which consent shall not be unreasonably withheld.

GRANTOR, and its successors, heirs or assigns, reserves all oil, gas and minerals on and under said Easement(s) and the right to cultivate, farm, graze, and otherwise fully use and enjoy said lands, provided, however, GRANTOR, its successors, heirs or assigns, shall not hinder, conflict, or interfere with GRANTEE's surface or subsurface rights hereunder, in any way disturb GRANTEE's Pipeline facilities, or otherwise interfere with the enjoyment or use of the rights and easement granted hereby. GRANTOR shall not plant trees, including trees considered as a growing crop, on the Easement. GRANTOR shall neither construct, nor permit to be constructed, any houses, buildings, roads, dams, levees, lakes, reservoirs, ponds, structures, fixtures, or any similar or dissimilar obstructions on or over said Easement, or any part thereof, without the prior written consent of GRANTEE, its successors or assigns. GRANTEE shall have the right hereafter to cut, mow, and/or use appropriate herbicides to keep clear all trees, brush, undergrowth, plantings, invasive plants or noxious weeds, and to remove any other constructions or natural or man-made obstructions that may injure, endanger, or interfere with the construction, maintenance and use of said Pipeline or otherwise interfere with GRANTEE's exercise of the rights granted herein. No excavation, change of grade, or water impoundment may be made on and no structure shall be erected or placed on the Easement without the prior written consent of GRANTEE, which consent shall not be unreasonably withheld.

Notwithstanding any other provision in this Grant of Easement, GRANTOR may construct streets or roads (including gravel, asphalt, or concrete streets or roads) at any locations above the Easement that GRANTOR chooses provided the portion of a street or road constructed above the Easement must cross the Easement at or near a 90 degree angle and may not exceed forty feet (40') in width, cause a violation of any applicable pipeline regulation, interfere or compromise the integrity of the operation and maintenance of any pipeline. At least thirty (30) days before the date on which construction of an asphalt or concrete street or road that will be located wholly or partly in the Easement is scheduled to begin, GRANTOR must submit plans for the proposed construction to GRANTEE for GRANTEE'S review and approval. GRANTOR's construction of any such streets or roads shall be at GRANTOR's sole expense.

It is agreed that any payment due hereunder may be made directly to GRANTOR, or any one of them as directed in writing. Further, by execution hereof, GRANTOR hereby conveys and releases any and all dower rights in and to the within described land which is the subject of this Easement, to the extent of the conveyance herein.

In addition to the consideration paid for this Easement, GRANTEE agrees to pay GRANTOR for any and all actual physical damages, including but not limited to growing crops, pasture and fences that arise from GRANTEE's acts or omissions in the use of or GRANTEE's ongoing operation activities on the Easements. GRANTEE shall have the right (without liability for any damages to GRANTOR, its successors or assigns) at any time and from time to time after the initial construction of the Pipeline to re-

clear the permanent Easement by removing trees, brush, and any other obstructions that may interfere with GRANTEE's use of said Easement or the exercise of its rights granted herein.

All fences that must be cut in order to accomplish any of the purposes herein above granted shall be "H" braced by GRANTEE on each side of the area covered by this grant and the wire secured so that when the fence is cut, the remainder of the fence shall not go slack or be slackened and, after said installation or repair, said fence shall be replaced in as good as condition as said fence was before cutting.

GRANTEE shall restore the surface of the Easements, as nearly as practicable and permissible, to their prior condition and contour following any disturbance occasioned by construction or use of the Easements by GRANTEE, its contractors, or agents.

No delay of GRANTEE in the use or enjoyment of any right or Easement herein granted or in constructing or installing any additional lines in or along said Easement shall result in the loss, limitation, or abandonment of any of the right, title, interest, Easement, or estate granted herein.

After the completion and installation of the Pipeline GRANTEE shall have the right to mark the location of its Pipeline with permanent above-ground markers in accordance with any applicable federal or state law, rules, regulations or administrative or judicial orders.

GRANTEE agrees to defend, indemnify and hold harmless GRANTOR from any claims or suits that may be asserted against GRANTOR arising out of GRANTEE's, its contractor's, or agent's negligent use of any of the Easement(s) or intentional misconduct related to the Easement(s). Notwithstanding this commitment to indemnify, GRANTEE shall not defend, indemnify or hold GRANTOR harmless for the sole or concurrent negligent acts or omissions, intentional misconduct, strict liability, or fraud of GRANTOR, its employees, agents, contractors, subcontractors, tenants, licensees, or invitees, regardless of fault.

This Grant of Easement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, personal representatives, successors, and assigns. Similarly, electronic mail or facsimile signatures shall be deemed as an original signature by the enforcing party.

This Easement shall be interpreted in accordance with the laws of The State of Ohio, where the property described in this Easement is located. If the Easement covers property located in more than one county, venue shall be in the county where the majority of the property geographically exists.

In the event that GRANTEE actually abandons the Easement as evidenced by an individual writing to GRANTOR to that effect pertaining to the Easement, this Easement shall terminate and all rights granted herein shall terminate and the Easement and all personal property located thereon shall revert back to GRANTOR or GRANTOR's successors and assigns. When those conditions are satisfied, GRANTEE shall record a release of this Easement upon the written request from GRANTOR, or its successors or assigns.

The Internal Revenue Code provides that a grantee of a real property interest must withhold tax if the grantor is a foreign person. Therefore, each GRANTOR hereby certifies under oath and subject to penalties of perjury that GRANTOR is not a foreign person, foreign corporation, foreign trust or foreign estate, for purposes of Internal Revenue Code compliance.

The terms and provisions hereof shall inure to the benefit of and be binding upon GRANTOR and GRANTEE and their respective heirs, successors, and assigns.

This grant covers all the agreements and stipulations between GRANTOR and GRANTEE and no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms or consideration for this grant. This agreement together with exhibits incorporated herein by reference, if any, embodies the entire agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

At GRANTEE'S sole discretion, it may replace Exhibit "A" with a more definitive drawing of the Easements and record the same in the County Recorder's Office. The GRANTOR agrees to fully cooperate and execute any additional documents necessary to facilitate this process. If the GRANTEE requires additional work space and/or easements 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 basis of the amount set forth in the Settlement Agreement. 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.

Addendums, if any, to this Grant of Easement shall be shown in Exhibit "B" attached hereto and made a part hereof.

GRANTEE agrees to adhere to the terms and conditions of the Utopia Pipeline Project Ohio Agricultural Impact Mitigation Agreement ("AIMA"), signed by GRANTEE on September 9, 2015, in affect during the construction and restoration of the pipeline, which GRANTOR hereby acknowledges receiving a copy of the AIMA from GRANTEE.

IN WITNESS WHEREOF, GRANTOR and GRANTEE herein have duly executed this Easement to be effective on the date first set forth above

GRANTOR:

Name: Nancy Liming

By: Nancy Lee Liming

GRANTEE:

Kinder Morgan Utopia LLC

By: [Signature]

Name: JOHNNY MCGEE

Its: VICE PRESIDENT

STATE OF OHIO )  
 ) ss.  
COUNTY OF DELEWARE )

Before me, a Notary Public in and for said County and State, personally appeared Nancy Liming, who acknowledged the execution of the foregoing Grant of Easement to be his/her voluntary act and deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 9<sup>TH</sup> day of SEPTEMBER, 2016.



CHRISTOPHER C.  
WILSON  
NOTARY PUBLIC,  
STATE OF OHIO  
My Commission  
Expires  
July 16, 2020

Christopher C. Wilson  
Notary Public

Printed: CHRISTOPHER C. WILSON

Residing in ASHLAND County, OHIO

My Commission Expires JULY 16, 2020



**EXHIBIT "A"  
DESCRIPTION**

10-015.000  
SANDUSKY COUNTY, OHIO  
AECOM  
KM-UTOPIA PIPELINE

A PORTION OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 16 EAST, NORTH AND EAST OF THE FIRST PRINCIPAL MERIDIAN, GREEN CREEK TOWNSHIP, SANDUSKY COUNTY, STATE OF OHIO, AND ALSO BEING A PART OF THAT PARCEL OF LAND OWNED BY NANCY LIMING (GRANTOR[S] LAND), AS RECORDED IN DEED VOLUME 437 AT PAGE 359 OF SANDUSKY COUNTY, OHIO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PERMANENT PIPELINE EASEMENT**

A 50.00 FOOT WIDE PERMANENT EASEMENT, BEING 25.00 FEET, AS MEASURED PERPENDICULAR, LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE;

**COMMENCING AT PK NAIL FOUND ON THE CENTERLINE OF S. RIDGE ROAD;**

**THENCE NORTH 53 DEGREES 31 MINUTES 29 SECONDS EAST, A DISTANCE OF 164.48 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LIMING PARCEL AND THE POINT OF BEGINNING;**

**THENCE DEPARTING SAID SOUTHEASTERLY LINE AND ALONG SAID CENTERLINE, THE FOLLOWING TWO (2) COURSES AND DISTANCES:**

1. NORTH 37 DEGREES 47 MINUTES 24 SECONDS WEST, A DISTANCE OF 314.67 FEET;
2. NORTH 62 DEGREES 02 MINUTES 45 SECONDS WEST, A DISTANCE OF 6.10 FEET TO A POINT ON THE WESTERLY LINE OF SAID LIMING PARCEL AND THE **POINT OF TERMINUS**, FROM WHICH A 1/2 INCH REBAR WITH CAP (WR KUSMER 6754) FOUND AT THE NORTHWEST CORNER OF SAID SECTION 35 BEARS NORTH 00 DEGREES 42 MINUTES 22 SECONDS EAST, A DISTANCE OF 574.50 FEET.

THE SIDELINES OF SAID EASEMENT ARE SHORTENED OR LENGTHENED TO MEET AT ANGLE POINTS AND TO BEGIN AND TERMINATE ON BOUNDARY LINES, SAID PERMANENT EASEMENT CONTAINING 0.367 ACRES (15,995 SQUARE FEET) OF LAND, MORE OR LESS.

**TEMPORARY WORKSPACE**

A 40 FOOT WIDE TEMPORARY WORKSPACE FOR CONSTRUCTION PURPOSES, OVER AND ACROSS THAT PART OF THE GRANTOR[S] LAND WHICH LIES 40 FEET NORTHEASTERLY OF, WHEN MEASURED PERPENDICULAR TO AND CONTIGUOUS WITH THE NORTHEASTERLY LINE OF SAID PERMANENT EASEMENT. THE SIDE LINES OF SAID TEMPORARY WORK SPACE ARE TO BE SHORTENED OR LENGTHENED TO MEET AT ANGLE POINTS AND TO BEGIN AND TERMINATE ON BOUNDARY LINES, SAID TEMPORARY WORK SPACE CONTAINING 0.335 ACRES (14,572 SQUARE FEET) OF LAND, MORE OR LESS.

**TEMPORARY WORKSPACE**

A 10 FOOT WIDE TEMPORARY WORKSPACE FOR CONSTRUCTION PURPOSES, OVER AND ACROSS THAT PART OF THE GRANTOR[S] LAND WHICH LIES 10 FEET SOUTHWESTERLY OF, WHEN MEASURED PERPENDICULAR TO AND CONTIGUOUS WITH THE SOUTHWESTERLY LINE OF SAID PERMANENT EASEMENT. THE SIDE LINES OF SAID TEMPORARY WORK SPACE ARE TO BE SHORTENED OR LENGTHENED TO MEET AT ANGLE POINTS AND TO BEGIN AND TERMINATE ON BOUNDARY LINES, SAID TEMPORARY WORK SPACE CONTAINING 0.065 ACRES (2,850 SQUARE FEET) OF LAND, MORE OR LESS.

**ADDITIONAL TEMPORARY WORKSPACE**

ADDITIONAL TEMPORARY WORKSPACE(S) FOR CONSTRUCTION PURPOSES ADJOINING THE TEMPORARY WORKSPACE AS SHOWN ON THE ACCOMPANYING EXHIBIT, CONTAINING 0.138 ACRES (6,000 SQUARE FEET) OF LAND, MORE OR LESS.

PROJ. NO. 35198  
PARCEL: 10-015.000  
DATE PREPARED: 9/3/15  
PAGE 1 OF 4  
SAM, LLC.  
929 Eastwind Drive, Suite 201, Westerville, Ohio 43081  
Main:614.899.0079 Fax: 614.787.2366 Email:info@sam.biz  
10-015 000 DESC 9-03-15 R1  
PRINTED: 9/22/2015 2:30 PM

REVISIONS			
NO.	DATE	BY	DESCRIPTION
1	9/16/15	BJA	CENTERLINE UPDATE
0	9/1/15	CMC	INITIAL RELEASE

SEE ATTACHED EXHIBIT WHICH BY THIS REFERENCE IS MADE PART HEREOF

**NOTES:**

1. BEARINGS AND DISTANCES ARE GRID DISTANCES AND ARE BASED ON UNIVERSAL TRANSVERSE MERCATOR (UTM) 17, NORTH AMERICAN DATUM 1983, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM.
2. OWNERSHIP OF THE PARCEL OF LAND PORTRAYED HEREON HAS BEEN DETERMINED SOLELY FROM A LIMITED TITLE CERTIFICATE PREPARED BY REPRESENTATIVES OF KM-UTOPIA PIPELINE. NO ADDITIONAL RESEARCH HAS BEEN PERFORMED BY THE UNDERSIGNED PROFESSIONAL SURVEYOR. THE LTC MAY INDICATE EASEMENTS OR OTHER INSTRUMENTS THAT WERE RECORDED DURING THE 30-YEAR SEARCH PERIOD. EASEMENTS OR OTHER INSTRUMENTS RECORDED PRIOR TO THIS 30-YEAR PERIOD MAY EXIST.
3. SURVEYS TO DETERMINE THE PERTINENT BOUNDARIES OF THIS PARCEL WERE COMPLETED DURING THE MONTHS OF APRIL, MAY AND JUNE 2015 BY SURVEYING AND MAPPING, LLC PERSONNEL WORKING UNDER THE DIRECT SUPERVISION OF THE LICENSED PROFESSIONAL SURVEYOR.
4. THIS DESCRIPTION HAS BEEN PREPARED FOR THE SOLE PURPOSE OF KM-UTOPIA PIPELINE ACQUIRING A PERMANENT EASEMENT AND RIGHT-OF-WAY ACROSS THE TRACT OR PARCEL. THIS DESCRIPTION AS SHOWN DOES NOT REPRESENT A BOUNDARY SURVEY AS DEFINED UNDER OHIO ADMINISTRATIVE CODE, CHAPTER 4733-37, AND IS NOT TO BE CONSIDERED AS SUCH.

I, CHRISTOPHER M. COOK, OHIO REGISTERED PROFESSIONAL SURVEY NUMBER 8424, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION AND IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

FOR AND ON BEHALF OF  
SURVEYING AND MAPPING, LLC



*CMC* 9/22/2015  
 CHRISTOPHER M. COOK, DATE  
 PROFESSIONAL LAND SURVEYOR  
 OHIO REGISTRATION NO. 8424

PROJ. NO. 35198  
 PARCEL: 10-015.000  
 DATE PREPARED: 9/3/15  
 PAGE 2 OF 4  
 SAM, LLC.  
 929 Eastwind Drive, Suite 201, Westerville, Ohio 43081  
 Main: 614.899.0079 Fax: 614.787.2366 Email: info@sam.biz  
 10-015 000 DESC 9-03-15 R1  
 PRINTED: 9/22/2015 2:30 PM

REVISIONS			
NO.	DATE	BY	DESCRIPTION
1	9/16/15	BJA	CENTERLINE UPDATE
0	9/1/15	CMC	INITIAL RELEASE

SEE ATTACHED EXHIBIT WHICH BY THIS REFERENCE IS MADE PART HEREOF

**EXHIBIT "A"**  
**PIPELINE EASEMENT**  
**10-015.000**

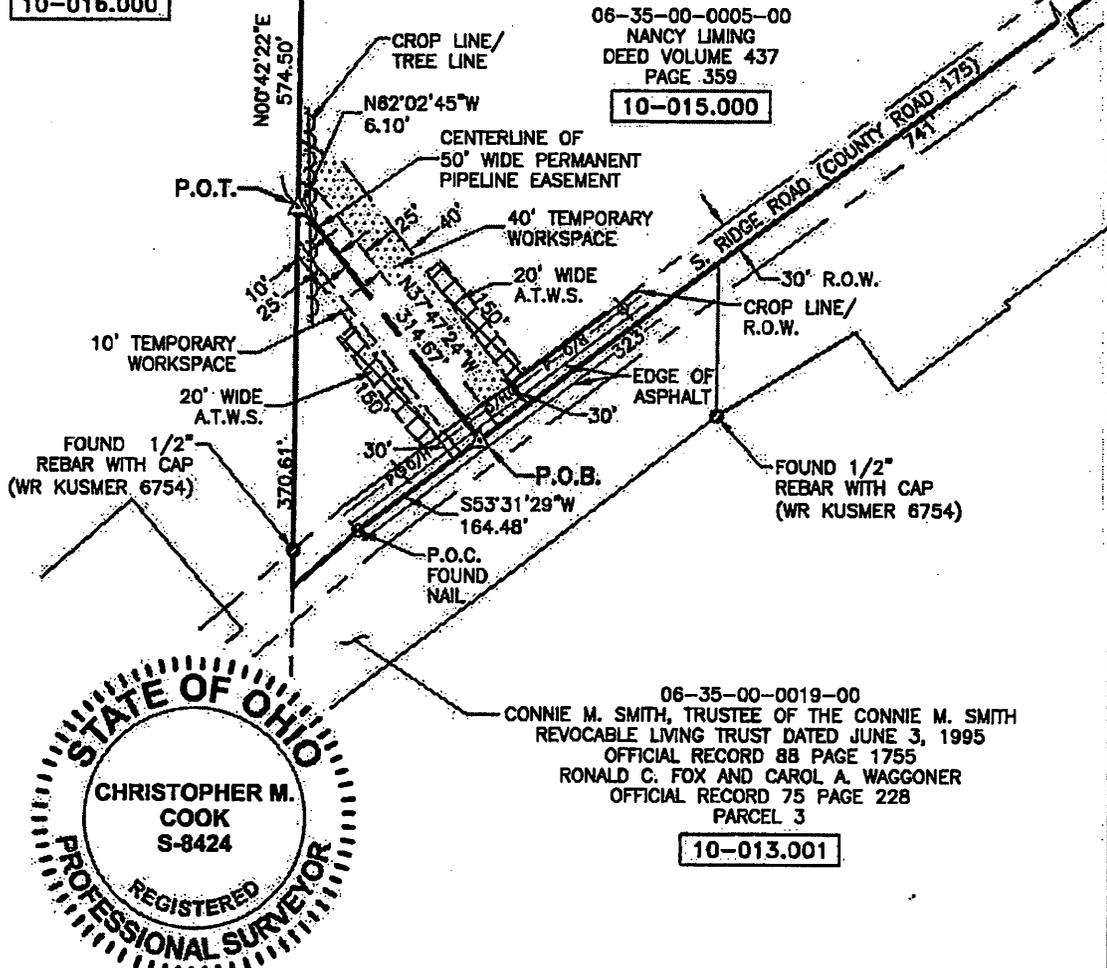
06-34-00-0013-00  
CONNIE M. SMITH, TRUSTEE OF  
THE CONNIE M. SMITH  
REVOCABLE LIVING TRUST DATED  
JUNE 3, 1995  
OFFICIAL RECORD 88 PAGE 1755  
RONALD C. FOX AND CAROL A.  
WAGGONER  
OFFICIAL RECORD 75 PAGE 228  
PARCEL 2

**10-016.000**

NW QUARTER OF SECTION 35  
T. 4 N. R. 16 E.  
NORTH AND EAST OF THE FIRST  
PRINCIPAL MERIDIAN

06-35-00-0005-00  
NANCY LIMING  
DEED VOLUME 437  
PAGE 359

**10-015.000**



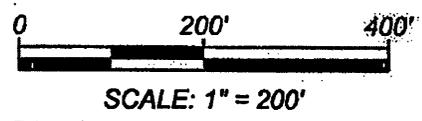
06-35-00-0019-00  
CONNIE M. SMITH, TRUSTEE OF THE CONNIE M. SMITH  
REVOCABLE LIVING TRUST DATED JUNE 3, 1995  
OFFICIAL RECORD 88 PAGE 1755  
RONALD C. FOX AND CAROL A. WAGGONER  
OFFICIAL RECORD 75 PAGE 228  
PARCEL 3

**10-013.001**

I, CHRISTOPHER M. COOK, OHIO REGISTERED PROFESSIONAL SURVEY NUMBER 8424, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION AND IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

FOR AND ON BEHALF OF  
SURVEYING AND MAPPING, LLC

*Christopher M. Cook*  
DATE 9/22/2015  
CHRISTOPHER M. COOK,  
OHIO PROFESSIONAL LAND SURVEYOR  
REGISTRATION NUMBER 8424



EASEMENT TABLE			
CENTERLINE LINEAR FEET:	321 FT	19.43	RDS
PERMANENT EASEMENT:	15995 SF	0.367	AC
TEMPORARY WORKSPACE:	17422 SF	0.400	AC
ADDITIONAL TEMPORARY WORKSPACE:	6000 SF	0.138	AC

<b>KINDER MORGAN</b> COCHIN LLC				
NO.	DATE	BY	DESCRIPTION	PROJ. No.: 35198
				SCALE: 1" = 200'
				DRAWN BY: SLS
				CHKD. BY: CMC
				DWG.: 10-015.000 EXHIBIT 9-03-15 R1
				PG. No: 3 OF 4
1	9/16/15	BJA	CENTERLINE UPDATE	REVISION NO: 1

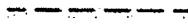
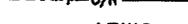
KM-UTOPIA PIPELINE

50' WIDE PERMANENT EASEMENT ACROSS THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 16 EAST NORTH AND EAST OF THE FIRST PRINCIPAL MERIDIAN GREEN CREEK TOWNSHIP, SANDUSKY COUNTY, OHIO NANCY LIMING

829 Eastwind Drive,  
Suite 201  
Westerville, Ohio 43081  
Ofc: 614.888.0079  
Fax: 614.787.2386  
Email: info@sam.biz

**EXHIBIT "A"**  
**PIPELINE EASEMENT**  
**10-015.000**

LEGEND

- |   |                                |
|---|--------------------------------|
|    | PARCEL LINE                    |
|    | SECTION LINE                   |
|    | EXISTING ROAD RIGHT OF WAY     |
|    | EXISTING TREE LINE             |
|    | EXISTING OVERHEAD POWER LINE   |
| <b>A.T.W.S.</b>   | ADDITIONAL TEMPORARY WORKSPACE |
| <b>P.O.C.</b>   | POINT OF COMMENCEMENT          |
| <b>P.O.B.</b>   | POINT OF BEGINNING             |
| <b>P.O.T.</b>   | POINT OF TERMINUS              |
|  | CALCULATED POINT               |
|  | SECTION CORNER                 |
|  | REBAR FOUND                    |
|  | PK NAIL FOUND                  |
|  | UTILITY POLE FOUND             |

SURVEYOR NOTES:

- BEARINGS AND DISTANCES ARE GRID DISTANCES AND ARE BASED ON UNIVERSAL TRANSVERSE MERCATOR (UTM) 17, NORTH AMERICAN DATUM 1983, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM.
- OWNERSHIP OF THE PARCEL OF LAND PORTRAYED HEREON HAS BEEN DETERMINED SOLELY FROM A LIMITED TITLE CERTIFICATE PREPARED BY AUDUBON. NO ADDITIONAL RESEARCH HAS BEEN PERFORMED BY THE UNDERSIGNED PROFESSIONAL SURVEYOR. THE LTC MAY INDICATE EASEMENTS OR OTHER INSTRUMENTS THAT WERE RECORDED DURING THE 30-YEAR SEARCH PERIOD. EASEMENTS OR OTHER INSTRUMENTS RECORDED PRIOR TO THIS 30-YEAR LTC PERIOD MAY EXIST.
- SURVEYS TO DETERMINE THE PERTINENT BOUNDARIES OF THIS PARCEL WERE COMPLETED DURING THE MONTHS OF APRIL, MAY AND JUNE 2015 BY SURVEYING AND MAPPING, LLC PERSONNEL WORKING UNDER THE DIRECT SUPERVISION OF THE LICENSED PROFESSIONAL SURVEYOR.
- THIS PLAT HAS BEEN PREPARED FOR THE SOLE PURPOSE OF KM-UTOPIA PIPELINE ACQUIRING A PERMANENT EASEMENT AND RIGHT-OF-WAY ACROSS THE TRACT OR PARCEL. THIS PLAT AS SHOWN DOES NOT REPRESENT A BOUNDARY SURVEY AS DEFINED UNDER OHIO ADMINISTRATIVE CODE, CHAPTER 4733-37, AND IS NOT TO BE CONSIDERED AS SUCH.

<b>KINDER MORGAN</b> COCHIN LLC				KM-UTOPIA PIPELINE	
				50' WIDE PERMANENT EASEMENT ACROSS THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 16 EAST NORTH AND EAST OF THE FIRST PRINCIPAL MERIDIAN GREEN CREEK TOWNSHIP, SANDUSKY COUNTY, OHIO NANCY LIMING	
<b>NO.</b>	<b>DATE</b>	<b>BY</b>	<b>DESCRIPTION</b>	PROJ. No.: 35198	 <p>829 Eastwind Drive, Suite 201 Westerville, Ohio 43081 Ofc: 614.889.0079 Fax: 614.787.2366 Email: info@sam.biz</p>
				SCALE: N/A	
				DRAWN BY: SLS	
				CHKD. BY: CMC	
				DWG: 10-015.000 EXHIBIT 9-03-15 R1	
				PG. No.: 4 OF 4	
1	9/16/15	BJA	CENTERLINE UPDATE	REVISION NO. 1	

EXHIBIT "B"

Grantee and Grantor hereby agree that the below clauses and provisions amend and supplement the Grant of Easement for Tract Number 10-015.000 granted to Grantee. To the extent there is any conflict between the terms and conditions of the Grant of Easement and the terms and conditions of this Exhibit "B," the terms and conditions of this Exhibit "B" shall control.

After the construction of the pipeline, should the Easements described in the Grant of Easement not be used for thirty-six (36) consecutive months, then the Easements shall be considered abandoned, and must be abandoned in accordance with applicable federal or state law in which case all rights granted hereunder shall revert back to the then record holder of the land, and this Grant Of Easement shall be of no further force or effect. In the event of abandonment the GRANTEE shall not be required to remove its pipelines or appurtenances thereto unless the GRANTOR requests in writing for removal of the pipelines in which GRANTEE shall do so at its own expense and will ensure that no pipelines or appurtenances remain on the property.

Grantee will leave earthen plugs in the ditch line at reasonably agreed intervals to permit Grantor, tenants and/or lessee's equipment to cross over the ditch.