

TEMPORARY RIGHT OF ENTRY AGREEMENT

This **AGREEMENT** made and entered into this ____ day of _____, 2012, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507, hereinafter referred to as "LFUCG", and **MARATHON PIPE LINE LLC**, hereinafter referred to as "Marathon".

WITNESSETH:

WHEREAS, LFUCG owns property known as the West Hickman Wastewater Treatment Plant, 645 West Hickman Plant Road, Nicholasville, Kentucky 40356 ("the plant property") in Fayette County, Kentucky; and

WHEREAS, Marathon wants to use a portion of the plant property for equipment unloading and hydrostatic pressure testing ("the project"); and

WHEREAS, the parties are engaged in negotiating the terms of an Entry Permit related to the equipment unloading and hydrostatic pressure testing project, which Permit will more particularly describe the portion of the plant property to be used by Marathon; and

WHEREAS, Marathon wants to begin preliminary work related to the project and LFUCG is agreeable to limited temporary access to a portion of the plant property by Marathon under certain conditions:

NOW, THEREFORE, the Parties do agree and promise as follows:

1. LFUCG does hereby and herein grant and convey unto Marathon right of entry, possession, use and occupancy of the portion of the plant property more particularly described on the attached Exhibit A which is incorporated herein by

reference for the purpose of proceeding with preliminary work related to the project for a period of thirty (30) days from the date of execution of this Agreement.

2. The work to be performed by Marathon during the operation of this Agreement shall be limited to work necessary to construct a gravel road for temporary access to the plant property as shown on Exhibit A.

3. This right of entry shall in no way affect the rights of LFUCG to proper and legal compensation for the use of the plant property by Marathon for hydrostatic pressure testing and negotiations for an Entry Permit related to the project shall continue between the parties.

3. In the event such negotiations are successful, Marathon shall execute the Entry Permit which shall then be presented to the Lexington-Fayette Urban County Council for approval. After approval the Entry Permit shall be signed by LFUCG's Mayor and Marathon may commence the project work.

4. If the parties are unsuccessful in negotiating an Entry Permit the temporary road shall be removed and the affected plant property restored by Marathon to as good or better condition as existed prior to the construction of the temporary road. In no event shall the temporary road remain on the plant property later than thirty (30) days after the end of negotiations.

5. During the period of this Agreement, Marathon agrees to assume, and shall at all times hereafter release, indemnify, defend and save LFUCG harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which LFUCG may suffer, sustain, incur or in any way be subjected to, on account of death or injury to any person whomsoever (including officers, agents, employees or invitees of LFUCG),

and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the entry of Marathon and/or its agents or assigns onto LFUCG property.

IN TESTIMONY WHEREOF, witness our signatures this the day and year first hereinabove set forth.

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT:**

Jim Gray, Mayor

Attest:

MARATHON PIPE LINE LLC

BY: _____

Rob Roy
Rob Roy
Manager,
Field Services & Planning




STATE OF OHIO)

COUNTY OF HANCOCK)

The foregoing instrument was subscribed and acknowledged before me this 10 day of APRIL, 2012, by ROB ROY who hereby swears or affirms that he is fully authorized to execute this Agreement on behalf of Marathon Pipe Line LLC.
MGR. FIELD SERVICES & PLANNING

My commission expires: _____

David S. Wisner
Notary Public, State of Ohio
My Commission Expires 2/25/2017



Notary Public

STATE OF KENTUCKY)

COUNTY OF FAYETTE)

The foregoing instrument was subscribed and acknowledged before me this _____ day of _____, 2003, by _____ on behalf of the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways.

My commission expires: _____

Notary Public
Kentucky, State-At-Large