

## ENTRY PERMIT

This agreement is made and entered into this \_\_\_\_\_, 2012 by and between the Lexington Fayette Urban County Government, hereinafter referred to as "LFUCG", whose mailing address is 125 Lisle Industrial Ave., Suite 180, Lexington, KY 40511 and Marathon Pipe Line LLC, hereinafter referred to as "Marathon", whose mailing address is 539 S. Main St., Findlay, OH 45840.

### WITNESSETH:

That LFUCG and Marathon, in good and valuable consideration, do hereby agree as follows:

1. Marathon is hereby granted permission to withdraw up to 1.9 million gallons of water, at a rate not to exceed 1,200 gallons per minute (gpm) from the northernmost lagoon located on the property known as the West Hickman Wastewater Treatment Plant, 645 West Hickman Plant Road, Nicholasville, Kentucky 40356 ("the plant property"), for use in hydrostatic pressure testing of a new steel pipe to be installed by Marathon (hereinafter "the pipeline").
2. In order to withdraw the water, Marathon may place and assemble approximately 4,000 feet of 10-inch diameter, quick disconnect, temporary piping, as shown on Drawing SK-4, which drawing is attached hereto and incorporated herein by reference. The parties acknowledge that the route on Drawing SK-4 is an approximate placing of the pipeline but under no circumstance can the pipeline be placed in a manner that blocks the vehicular access of LFUCG staff or contractors. The temporary piping will be used to transport water from the lagoon to the pipeline as well as for return of water back to the lagoon. The pipeline shall be placed above ground except where it crosses Plant Road, where it will be placed in an existing drainage culvert. Upon completion of Marathon's activities under this Entry Permit, the temporary pipe shall be disassembled and removed from the plant property no later than April 1, 2013. In the event that all pipeline materials are not removed by April 1, 2013, Marathon agrees to pay the Lexington-Fayette Urban County

Government a \$50.00 per day rental fee, compounded daily until all pipeline materials are removed.

3. Marathon may construct a temporary, gravel access road ("temporary road") across the plant property to the plant's northern property line, as shown on Drawing SK-4 to allow access of trucks as described in paragraph 4 of this Entry Permit. To facilitate construction of the temporary road, LFUCG will allow Marathon's General Contractor to remove two pine trees, as shown in Exhibit DWQ-2. At the point where the temporary road breaches LFUCG's perimeter fence, Marathon agrees to have its General Contractor install a gate, which will be closed when the temporary road is not in use. Upon completion of Marathon's activities under this Entry Permit, the temporary road shall be removed and the affected plant property restored to as good or better condition as existed prior to the construction of the temporary road.
4. Marathon may drive up to twenty (20) refrigerated, liquid nitrogen transport trucks on the existing paved road on the plant property in order to access Marathon's property to the north of the plant property. The trucks shall be staged in the paved storage area ("storage area"), prior to driving onto Marathon's property via the temporary road, located near the northeast corner of the plant property as shown on Drawing SK-4. Marathon's trucks and equipment may be stored on LFUCG's property from time to time but under no circumstances should any trucks or equipment be stored on LFUCG's property for longer than 48 hours. Marathon will make reasonable efforts to limit any inconvenience to LFUCG. In addition, Marathon's contractors shall have the right to load and unload trailers on the plant property and shall have the right to move any equipment to the Marathon site
5. Marathon shall arrange for treatment of the 1.9 million gallons of water to be discharged back to one or both lagoons located on the plant property prior to its discharge back to the plant property. Marathon will be permitted to place treatment equipment on the storage area to allow adequate treatment of the water as shown on Drawing SK-4.

6. Marathon agrees to obtain all necessary permits and licenses from any Federal, State or local public authority at its sole cost and expense. Marathon also agrees to provide to LFUCG a copy to a valid Kentucky Pollution Discharge Elimination System (KPDES) permit prior to any discharge of test water into the lagoons. Marathon further agrees to observe and comply with all applicable laws, regulations and codes governing all of its work on the plant property.
7. Upon completion of all Marathon activities associated with this agreement, Marathon agrees to resurface, in accordance with LFUCG's standard specifications for street resurfacing (Exhibit DWQ-3), the full width of the West Hickman Wastewater Treatment Plant access road as shown on Exhibit DWQ-1. All costs associated with this resurfacing are the responsibility of Marathon. Marathon must make reasonable efforts to complete the resurfacing work by July 1, 2013 but no later than September 15, 2013. In the event that Marathon fails to complete the resurfacing work by September 15, 2013, Marathon agrees to pay the Lexington-Fayette Urban County Government a lump sum fee of \$100,000 as compensation for the resurfacing work.
8. 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 unless such damage or loss is the result of the gross negligence or intentional misconduct of LFUCG or any employees, agents or contractors of LFUCG.
- 9) Marathon agrees to provide a certificate of General Liability Insurance with a coverage limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence AND TWO MILLION AGGREGATE (\$2,

000,000.00), naming LFUCG as an additional insured related to the activities of Marathon and/or its agents or assigns as a result of LFUCG granting Marathon permission to enter its property as hereinabove described.

IN WITNESS WHEREOF, the parties have caused this Entry Permit to be executed as of the date first herein written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ("LFUCG")

BY: \_\_\_\_\_ JIM GRAY, MAYOR

ATTEST:

\_\_\_\_\_  
URBAN COUNTY COUNCIL CLERK

MARATHON PIPE LINE LLC ("Marathon")

BY: Edward J May

ITS: Field Services Manager

STATE OF OHIO  
COMMONWEALTH OF KENTUCKY)

COUNTY OF FAYETTE HANCOCK )

APPROVED BY  
[Signature]

APPROVED AS TO FORM  
JJS

The foregoing instrument was subscribed, sworn to and acknowledged before me by EDWARD D MAY, on behalf of Marathon Pipe Line LLC, this the 7 day of MAY, 2012.

My commission expires: \_\_\_\_\_  
David S. Wisner  
NOTARY PUBLIC, STATE AT LARGE, KY  
OF OHIO

This Entry Permit expires on \_\_\_\_\_  
David S. Wisner  
Notary Public, State of Ohio  
My Commission Expires 2/25/2017