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CITY OF TOLEDO, OHIO
DEPARTMENT OF COMMUNITY DEVELOPMENT
REAL ESTATE SECTION

PROJECT: Maumee Riverfront - Riverfront Northwest

NUMBER: L.W.C.F. Project No. 39-00632

LICENSE

WHEREAS, the City of Toledo, by its City Manager, through its Department of Natural Resources, by authority of the Council of the City of Toledo has undertaken the administration, management and use of certain lands belonging to the City of Toledo: known as Maumee Riverfront, Riverfront Northwest, L.W.C.F. Project No. 39-00632; and

WHEREAS, Sun Pipe Line Company, its successors and assigns, desires to locate, place, construct, install, use, maintain, operate, patrol, inspect, alter, modify, replace, repair and remove ("construct and operate") a liquid pressurized petroleum products pipe line and casing in, upon, under, over, along, above, within and across ("along") a portion of said land; and

WHEREAS, by and in accordance with the authority vested in him as City Manager, of the City of Toledo, Ohio, pursuant to Ord. No. 621-88 of City Council, passed on 6/28/88, it has been determined that the construction, maintenance and operation of said liquid pressurized petroleum products pipe line and casing (the "facility") across said land is in the public interest and deems the giving of this license advantageous to the City of Toledo, Ohio:

CITY OF TOLEDO
REAL ESTATE SECTION

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NOW, THEREFORE, this agreement for a right-of-way license is made and entered into this 15TH day of SEPTEMBER, 1988, between the City of Toledo, Ohio, acting by and through its City Manager (hereinafter called the City), and Sun Pipe Line Company (hereinafter called the Licensee);

WITNESSETH: That the City in consideration of the payment of Five Thousand One Hundred Dollars (\$5,100.00) as specified under item two (2) below and of the covenants and agreements hereinafter contained does hereby give unto the Licensee, its successors and assigns, a license for a right-of-way with the right, privilege and authority to "construct and operate" a liquid pressurized petroleum products pipe line and casing "along" the "City owned property known as Maumee Riverfront - Riverfront Northwest upon the following terms and conditions:

1. Said facility may be constructed within a strip of land twenty (20) feet each side of the center of said right-of-way. The portions of said City land affected by this agreement being situated in the City of Toledo, Lucas County, Ohio and being more particularly described in Exhibit A, which is attached hereto and made a part hereof with the exact locations of the right-of-way and the land being more particularly described and shown on the Right-of-Way Exhibits attached hereto and made a part hereof, and legally described on Exhibit B attached hereto and incorporated herein.

(A) The Company shall have a license in and over the Toledo rights-of-way or parcels, as outlined in the Drawings attached hereto for the limited and specific purpose of entering upon the Toledo rights-of-way or parcels to construct and operate the facility, together with additional workspace as needed during construction and operation of the facility, for which the City manager is authorized to enter a workspace agreement ("Workspace Agreement") which Workspace agreement is hereby incorporated by reference herein.

(B) The Company shall submit to the City at least one set of construction drawings indicating the location and route where the facility will be constructed and operated along the Toledo rights-of-way or parcels prior to the construction and operation thereof. Upon the City's approval of said location and route, the Company shall be entitled, but shall not be obligated, to construct said facility. After completing said construction, the Company shall provide the City with two sets of "as-built" drawings indicating the precise location of said facility along the Toledo rights-of-way or parcels within the City's limits.

2. The Company agrees to pay Five Thousand One Hundred Dollars (\$5,100.00) and the City agrees to accept such sum as consideration for the right-of-way license. The Company agrees to pay Five Thousand One Hundred Dollars (\$5,100.00) said upon the execution of this Agreement. The term shall be for thirty (30) years ending the 31st day of January, 2018.

3. The Licensee agrees to "construct and operate" said "facility" in a safe, practical, economical, technically feasible and good and workmanlike manner for the purpose for which it is intended, and to save the City, its nominees and assigns, harmless from any damage; and all other loss, cost, or expense arising from the "construction and operation" of the "facility".

(A) To the fullest extent permitted by law, the Company shall indemnify and hold harmless the City, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the construction and operation of the facility, provided that any such claim, damage, loss or expense is:

(1) attributable to environmental cost or damages by virtue of the facility, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and

(2) caused in whole or in part by any negligent act or omission of the Company, or any agent or Subcontractor of the Company, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

(B) In any and all claims against the City or any of its agents or employees by any employee of the Company, or any agent or Subcontractor thereof, or anyone directly or indirectly employed by any of them (or anyone for whose acts any of them may be liable), the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Company or any Subcontractor under workers' or workmens' compensation acts, disability benefit acts or other employee benefit acts.

4. The Licensee may clear said right-of-way of all trees, hedges and underbrush from the ground up, not more than twenty (20) feet each way from the center of said right-of-way. Immediately after construction, this area shall be restored, as near as possible, to a comparable condition with respect to contours of the property. Brush, branches, and refuse arising from the Licensee's right-of-way and vicinity and shall be disposed of or destroyed without delay. The use of any chemicals or herbicides is prohibited unless expressly permitted in writing by the City Manager or his authorized agent.

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5. The Licensee shall pay the City for any damage to the property covered by this right-of-way License, which may result from the use of such property by the Licensee, other than as contemplated by this Agreement.

6. The Licensee shall fully repair all damage, other than ordinary wear and tear to fences, roads and trails caused by the Licensee in the employment of the Licensee.

(A) The Company shall, if necessary, restore all pavements damaged by the Company in the course of the construction and operation of the facility in accordance with the Division of Engineering and Construction's Specifications Governing Openings in Public rights-of-way or parcels. Whenever practical, the Company shall bore and jack under pavement and place rigid conduit as opposed to open cutting.

7. Construction work under this License shall begin within ninety (90) days after the date hereof and shall be completed within two hundred seventy (270) days from the date of such beginning. A failure to exercise the use permitted hereby shall entitle the City to terminate this License.

8. In case of any change of address of its principal place of business, the Licensee shall immediately notify the Department of Natural Resources, Commissioner of Forestry, City of Toledo, Ohio, in writing, unless otherwise directed.

9. Upon the termination, in any manner whatsoever, of this right-of-way license, and in the absence of an agreement to the contrary, the Licensee may, within one hundred twenty days (120) days, remove all structures and other property which has been placed upon the premises by the Licensee, but upon failure to remove such structures and other property within such period, they shall become the property of the City. If at the end of such time the Licensee shall not have removed such property from the premises, the City may remove such property and the Licensee shall reimburse the City for any expense, incidental to such removal, which is in excess of the salvage value of such property.

10. This License may be terminated by the City upon the breach of any conditions contained herein. The Company shall have the opportunity to cure or remedy the breach within one hundred eighty (180) days from the date of notice thereof or the Company may terminate this Agreement by giving ninety (90) day written notice of cancellation.

(A) Upon termination of this Agreement or if this agreement is no longer required by the Company, its successors or assigns, the Company its successors or assigns shall have the obligation within 120 days thereafter to remove all or any part of its facility located in the Toledo rights-of-way or parcels and shall reasonably repair any damages caused by such removal. This provision may be waived by the Director of Natural Resources upon the Company's, its successors' or assigns' petition, if said facilities are deemed not to obstruct said rights-of-way or parcels in any manner. In addition to its other rights under this agreement, the Company, its successors or assigns, shall have the right, at any time, upon not less than ninety (90) days prior written notice to the City, to terminate this agreement, and, other than the

obligation of removal and restoration, all of the Company's, its successors' or assigns', obligations shall cease upon the termination date specified in any such notice.

11. The Company shall, at all times during the period of construction and operation of the facilities along the Toledo rights-of-way or parcels, maintain, at the Company's expense, liability insurance for bodily injury and property damage combined with limits of not less than One Million Dollars (\$1,000,000) with respect to any one incident to cover all claims for bodily injury or property damage directly caused by said construction and operation of the facilities. All such coverage may be provided by the Company's blanket policies of insurance or self-insurance covering other insureds, property, or risks.

Acceptance of the insurance by the City shall not in any way release or decrease the potential liability of the Company. It is expressly understood that the City does not in any way represent that the specified limits of liability, coverage or policy forms are sufficient or adequate to protect the interests or liabilities of the Company. The City shall be given at least 30 days written notice of cancellation, nonrenewal or material change of the required insurance coverage. All responsibility for payment of any sums resulting from any deductible provisions, corridor or self-insured retention conditions of the policy(s) shall remain with the Company.

The Company shall maintain the statutory coverage dictated by the State of Ohio's Workers Compensation Program. If the Company is self-insured, evidence must be provided to the City and accompanied with excess coverage information. The Company shall provide a minimum of One Hundred Thousand Dollars (\$100,000) employer liability insurance for each incident.

12. The Company shall obtain comprehensive automotive liability coverage to include owned, hired, leased, and non-owned motor vehicles. This coverage shall maintain the state minimum coverage required by law. All such coverage may be provided by the Company's current self-insurance or automotive liability insurance.

13. The Company shall operate in accordance with Ohio and federal environmental laws and regulations, and the Occupation, Safety and Health Act of 1970 (OSHA), as amended. Also, the Company shall operate in accordance with the State of Ohio Department of Transportation "Manual of Traffic Control for Construction and Maintenance Operations."

14. It is mutually understood and agreed that the City does not warrant the title to the lands upon which the aforesaid right-of-way is located, and the right, privileges, and authority granted herein shall be subject to any easements, rights-of-way, mineral reservations or other rights upon, over, across, or under said lands now outstanding in third persons. It is further understood and agreed that this License shall in no manner limit the right of the City, its nominees and assigns, to grant additional rights-of-way of any kind whatsoever across and upon the lands affected by this License, so long as such additional rights-of-way shall not interfere with the rights and privileges herein granted to the Licensee. The City also

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retains to itself, its nominees or assigns, the right to use said lands for its own purposes, so long as such use does not interfere with the rights and privileges herein granted.

15. Since the ownership of land by the City is exclusively for the purpose of providing services to the public, should the public interest ever require the use of the herein licensed land for purposes which would render it either wholly or in part unserviceable for the herein licensed use, then the Licensee shall move the conflicting portion or portions of the said pipe line without cost to the City to a location which will not interfere with public use, within six (6) months after notice in writing by the City of the necessity to do so. City agrees to provide in the event the relocation of the pipe line is required under this paragraph, or as the result of a sale, purchase or other assignment of land wherein the pipe line is located, to reserve space within City property for the relocation of the pipe line such that the relocation will not interfere or cause the relocation of the Maumee River crossing.

16. The City reserves the right to assign any and all of its rights or interests and obligations under the terms of this agreement, without the consent of the Licensee, to any individual, corporation, firm or other entity, public or private or any governmental agency, municipal, county, state or federal. The Licensee shall be notified of any such assignment.

17. The Company shall notify the City within 30 days whenever a majority of the ownership of the Company changes hands, whenever there is a change in the existing facilities, whenever the Company deems it necessary to abandon said facilities, or whenever the Company transfers ownership of the facilities to another party.

18. The City covenants and agrees not to unreasonably withhold or delay any approval or consent required by this agreement and shall use its best efforts to facilitate and promote the maximum efficiency and economy in connection with the construction and operation of the facilities by the Company.

18. If any provisions of this agreement or the application hereof to any person or circumstances shall, for any reason and to any extent, be invalid or unenforceable, the remainder of the agreement and the application of said provisions to other persons or circumstances shall not be affected thereby, but rather shall be enforced as permitted by law.

19. This agreement sets forth the entire understanding of the parties relating to the subject matter hereof, and supersedes all other prior agreements, applications, covenants, arrangements, communications, representations, or warranties, either oral or written, by any agent, employee, representative, officer, or director of either party specifically relating to the subject matter of this agreement; excepting, however, all rights, privileges, permissions and obligations of the Company under that

certain City Ordinance No. 9592 passed April 3, 1933, in favor of Toledo Northern Pipe Line Company, predecessor of the Company.

IN WITNESS WHEREOF, the parties hereunto have caused this agreement to be executed as of the date first above written.

SIGNED IN THE PRESENCE OF:

SUN PIPE LINE COMPANY

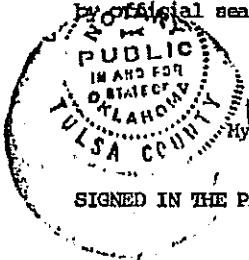
Jeffrey W. Wagner
Patty E. Sharp

By X H. L. Crawford Jr.
Vice President

STATE OF Oklahoma)
COUNTY OF Tulsa) SS:

Before me a Notary Public in and for said County, personally appeared H. L. Crawford, Jr., Vice President, who acknowledged that he did sign the foregoing instrument as his free and voluntary act and deed for the purposes mentioned therein.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Tulsa, Oklahoma this 30th day of August, 1988.



My commission expires 8/26/91

Carol M. Cole
Notary Public

SIGNED IN THE PRESENCE OF:

CITY OF TOLEDO, OHIO

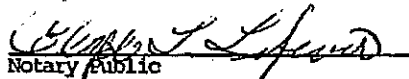
Jeanne Joyce
Cherrie Brown

By X Philip B. Hawkey
Philip B. Hawkey, City Manager

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

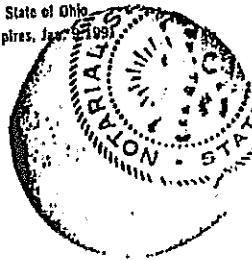
Before me a Notary Public in and for said County, personally appeared Philip A. Hawkey, City Manager of the City of Toledo, Ohio, who acknowledged that he did sign the foregoing instrument as his free and voluntary act and deed for the purposes mentioned therein.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed by official seal at Toledo, Ohio, this 15th day of SEPTEMBER, 1988.

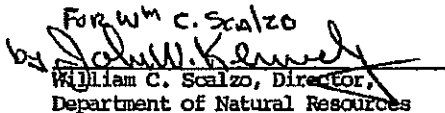

Notary Public
CLYDE L. LEFEVER
Notary Public, State of Ohio
My Commission expires, Jan. 1, 1991

APPROVED AS TO LEGAL FORM:


James N. Turner, Senior Attorney,
City of Toledo Department of Law



APPROVED AS TO CONTENT:

For Wm C. Scalzo
by 
William C. Scalzo, Director,
Department of Natural Resources

This instrument was prepared by:

Dirk P. Plessner
Eastman & Smith
800 United Savings Bldg.
Toledo, Ohio 43604
(419) 241-6000

EXHIBIT B

A right-of-way license as shown on the Rights of Way Exhibit located within the following described property.

A PARCEL OF LAND being part of Water Block 6, all of Water Blocks 7 through 19 inclusive, part of Block 4 through 10 inclusive, together with part of vacated Alpena, Suder, Adrian, Clifford, Pontiac, Oswego and Water Streets, part of the vacated alley adjacent to Block 10, all being in "North Toledo", also a parcel lying between the southeasterly line of "North Toledo" and the Maumee River Harbor Line, all being located in the City of Toledo, Lucas County, Ohio, said parcel of land being bounded and described as follows:

COMMENCING at a stone monument marking the intersections of the centerline of Summit Street with the northeasterly right-of-way line of New York Avenue; thence in a northeasterly direction along the said centerline of Summit Street, having an assumed bearing of North forty-two (42) degrees, twenty-one (21) minutes, thirteen (13) seconds East, a distance of four hundred sixty-three and eight hundredths (463.08) feet to the intersection of the northeasterly right-of-way line of Haynes Avenue (extended in a northwesterly direction); thence South forty-seven (47) degrees, thirty-eight (38) minutes, forty-seven (47) seconds East along said extension and the northeasterly right-of-way line of Haynes Avenue, a distance of two hundred eighty-four and nine hundredths (284.09) feet to the intersection of a line drawn forty and zero hundredths (40.00) feet southeasterly of and parallel to the centerline of the Main Track (River Branch) of the Penn Central Railroad (as it now exists), said intersection being the TRUE POINT OF BEGINNING; thence North forty-two (42) degrees, twenty-two (22) minutes, eleven (11) seconds East along said line drawn forty and zero hundredths (40.00) feet southeasterly of and parallel to the centerline of the Main Track (River Branch) of the Penn Central Railroad (as it now exists) a distance of thirty-two and sixty-five hundredths (32.65) feet to a point of curve in said line drawn forty and zero hundredths (40.00) feet southeasterly of and parallel to the centerline of the Main Track (River Branch) of the Penn Central Railroad (as it now exists); thence in a northeasterly direction along said line drawn forty and zero hundredths (40.00) feet southeasterly of and parallel to the centerline of the Main Track (River Branch) of the Penn Central Railroad (as it now exists), along an arc of curve to the right, an arc distance of four hundred thirty-seven and zero hundredths (437.00) feet to a point of tangency, said curve having a radius of six thousand one hundred twenty-seven and zero hundredths (6,127.00) feet, a central angle of four (04) degrees, five (05) minutes, twelve (12) seconds, a long chord of four hundred thirty-six and ninety-one hundredths (436.91) feet, and a tangent length of two hundred eighteen and fifty-nine hundredths (218.59) feet; thence North forty-six (46) degrees, twenty-seven (27) minutes, twenty-two (22) seconds East along said line drawn forty and zero hundredths (40.00) feet southeasterly of and parallel to the centerline of the Main Track (River Branch) of the Penn Central Railroad (as it now exists), a distance of one thousand one hundred fifty-six and fifty-two hundredths (1,156.52) feet to a point of curve in said line drawn forty and zero hundredths (40.00) feet southeasterly of and parallel to the centerline of the Main Track (River Branch) of the Penn Central Railroad (as it now exists); thence in a northeasterly direction along said line drawn forty and zero hundredths (40.00) feet southeasterly of and parallel to the centerline of the Main Track (River Branch) of the Penn Central Railroad (as it now exists), along an arc of curve to the left, an arc distance of two hundred forty-two and seventy-three hundredths (242.73) feet to the intersection of the northeasterly right-of-way line of said vacated Adrian Street, said curve having a radius of nine hundred sixty-five and ninety-eight hundredths (965.98) feet, a central angle of fourteen (14) degrees, twenty-three (23) minutes, fifty (50) seconds, a long chord

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of two hundred forty-two and nine hundredths (242.09) feet and a tangent length of one hundred twenty-two and one hundredths (122.01) feet; thence North forty-two (42) degrees, nineteen (19) minutes, fifty-two (52) seconds East along a line drawn at right angles to the said northeasterly right-of-way line of vacated Adrian Street, a distance of one thousand three hundred six and eight hundredths (1,306.08) feet to the intersection of the southwesterly right-of-way line of the Toledo Terminal Railroad; thence South forty-seven (47) degrees, thirty-nine (39) minutes, fifty (50) seconds East along the said southwesterly right-of-way line of the Toledo Terminal Railroad and the extension in a southeasterly direction of the said southwesterly right-of-way line of the Toledo Terminal Railroad, a distance of seven hundred thirty-five and three hundredths (735.03) feet to the intersection of the Maumee River Harbor Line as established by the U. S. Army Corps of Engineers and shown on drawing denoted "Toledo Harbor, Ohio" dated November 29, 1916, and bearing File No. 1-1-37; thence South forty-six (46) degrees, thirty-three (33) minutes, twenty-three (23) seconds West along said Maumee River Harbor Line, a distance of eight hundred eleven and seventy-nine hundredths (811.79) feet to an angle point in said Maumee River Harbor Line, said angle point being denoted as Harbor Line Point "Michigan West"; thence South thirty-five (35) degrees, one (01) minute, twenty-one (21) seconds West along said Maumee River Harbor Line, a distance of two thousand three hundred eighty and seventy-three hundredths (2,380.73) feet to the intersection of said northeasterly right-of-way line of Haynes Avenue; thence North forty-seven (47) degrees, thirty-eight (38) minutes forty-seven seconds West along the said northeasterly right-of-way line of Haynes Avenue, a distance of one thousand sixty-four and nineteen hundredths (1,064.19) feet to the TRUE POINT OF BEGINNING.

CONTAINING 2,591,010 square feet, or 59.481 acres of land, more or less.

ALSO all the right, title and interest of the said Grantor of, in and to the muds, flats and lands under the waters of the Maumee River as such right, title and interest extends or should extend by law or custom and all riparian rights appertaining thereto.

SUBJECT, however, to rights of the governments of the State of Ohio and The United States of America to use navigable portion of the waters of the Maumee River.

TITLE to the premises hereinabove described became vested in the said Grantor pursuant to Articles of Merger between The Connecting Railway Company and The Penn Central Corporation, effective December 31, 1979 and filed with the Secretary of State of the State of Ohio on March 10, 1980 and recorded in that office on Roll E-723 at Frame 0362 of the Records of Incorporations and Miscellaneous Filings.

IT IS EXPRESSLY understood and agreed that the said Grantee may not sell, lease, mortgage, or otherwise incumber or transfer any interest in the land herein before described and hereby obtained without the prior written approval of the Secretary of the Department of the Interior, his designee, or any successor thereto. Matching funding for Heritage Conservation and Recreation Services uses shall be carried out pursuant to the requirements of the Federal Land and Water Conservation Fund Act of 1965.

EASTMAN & SMITH

ATTORNEYS AT LAW

800 UNITED SAVINGS BUILDING
TOLEDO, OHIO 43804-1141

Telephone (419) 241-6000
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DAVID L. KUHIL
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RALPH S. BOBBS
OF COUNSEL

July 6, 1988

Mr. Noah J. Boyett
Sun Pipe Line Company
1275 Dunbars Lane
Suite 300
Wayne, PA 19087

Re: Sun Pipe Line Company; Our File No.: 8199/24369

Dear Mr. Boyett:

The proposed legislation authorizing the City of Toledo to enter into agreements with Sun Pipe Line Company for the construction and operation of a pipe line was approved on June 28, 1988, as emergency legislation. This means that we may begin to negotiate the final agreements between the City of Toledo and Sun Pipe Line Company immediately. As we discussed, the agreements will need to be modified to reflect an easement rather than the use of rights-of-way.

Enclosed is a copy of the emergency ordinance number 621-88. We will keep you informed of our progress in completing the agreements with the City of Toledo. As always, if you have any questions, please feel free to call either Dave Kuhl or me.

Very truly yours,

EASTMAN & SMITH



Dirk P. Flessner

DPF:msh
Encl.

RECEIVED

JUL 8 1988

N. J. BOYETT

EXHIBIT "A"

