

DACW69-3-17-1034

**CONSENT TO EASEMENT STRUCTURES
MOHICANVILLE DAM, OHIO
WAYNE COUNTY AND ASHLAND COUNTY OHIO
TRACT NOS. MOL-137, MOL-153, MOL-187, MOL-174, MOL-152, MOL-58, MOL-41, MOL-141 and 32D**

WHEREAS, the United States of America acquired flowage easements from Muskingum Watershed Conservancy District by virtue of a deed dated, by deed dated February 24, 1941, and recorded in Wayne County, Deed Book 243, Page 611, over Tract No. MOL-137, by deed dated April 18, 1939, and recorded in Wayne County, Deed Book 238, Page 144, over Tract No(s). MOL-153, MOL-187, by deed dated February 27, 1941, and recorded in Wayne County, Deed Book 245, Page 226, over Tract No.(s) MOL-174 and MOL-152, by deed dated February 22, 1941, and recorded in Wayne County, Deed Book 245, Page 217, over Tract No(s). MOL-58, by deed dated May 19, 1945, and recorded in Wayne County, Deed Book 258, page 268, over Tract No. MOL-41, by deed dated February 22, 1941, and recorded in Ashland County, Deed Book 199, Page 129, over Tract No(s). MOL-141, by deed dated December 26, 1944, and recorded in Ashland County, Deed Book 209, Page 123, over Tract No(s). MOL-32D, hereinafter referred to as the premises, which conveyed to the United States the perpetual easement and right to flood said premises; and

WHEREAS, said easements grant to the United States the right of prior approval for any structure to be located within the easement area, and said area is under the administrative control of the Huntington District, Corps of Engineers; and

WHEREAS, Rover Pipeline LLC, hereinafter referred to as the grantee, plans to install two (2) pipeline(s), not to exceed forty-two (42) inches in nominal diameter, hereinafter referred to as said structures, on the premises at the point shown in red on the plat(s) marked **MOHICANVILLE DAM, OHIO** sheet(s) 13 of 63, 22 of 63, 23 of 63, and 29 of 63 attached hereto and made a part hereof; and

WHEREAS, the grantee has assured the District Engineer that the portions of said structures that cannot be located outside the reservoir will not be damaged by temporary flooding; and

WHEREAS, the grantee has acquired or is in the process of acquiring from the respective landowner(s) the appropriate interests in land for the location, construction, operation, maintenance, and removal of said structures at the location shown in red on said plat(s) marked **MOHICANVILLE DAM, OHIO** sheet(s) 13 of 63, 22 of 63, 23 of 63, and 29 of 63 attached hereto and made part hereof; and

WHEREAS, the grantee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances and regulations of the state, county, and municipality wherein the premises are located; and

WHEREAS, the United States has no objection to the placing of said structures on the premises subject to the conditions herein described:

NOW THEREFORE, THIS CONSENT WITNESSETH: The United States of America, acting by and through the designated representative of the District Engineer, U. S. Army Engineer District, Huntington, West Virginia, subject to the conditions stated below, hereby consents to the construction of said structures at the locations shown in red on said plat(s) marked **MOHICANVILLE DAM, OHIO** sheet(s) 13 of 63, 22 of 63, 23 of 63, and 29 of 63 situate in Harrison County, Ohio, designated as TRACT NOS. MOL-137, MOL-153, MOL-187, MOL-174, MOL-152, MOL-58, MOL-41, MOL-141 and 32D

PROVIDED HOWEVER, that this consent is issued subject to the following conditions:

1. The contour of the land will not be changed except as a result of the authorized construction. All excess material shall be removed from the premises.
2. Timber matting shall be anchored and bound together or secured in another manner approved by USACE in such a manner to prevent the matting from migrating outside the limits of disturbance.

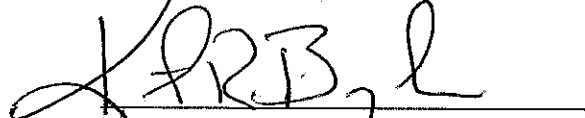
3. All timber matting or other temporary matting, gravel access roads, bridging or any other temporary items needed for construction shall be removed from the flowage easement at the end of construction.
4. All trees, stumps, brush, trash and debris shall be removed from flowage easement areas that are associated with the construction within 48 hours.
5. Prior to construction, the grantee and/or its agents shall provide USACE with cross sectional survey data perpendicular to the centerline of the proposed pipeline. The cross sectional shall be on a minimum of 100' intervals. Once construction has been completed, the grantee and/or its agents shall provide USACE with as-built cross sectional survey data on the same 100' intervals.
6. The area disturbed during construction will be reclaimed to the satisfaction of the District Engineer or his authorized representative.
7. No change in operational procedures for flood control will be made due to the construction or maintenance of said structures.
8. The grantee shall not construct or place any additional structure, improvement or advertising sign on the premises or allow or permit such construction or placement without prior written approval of the District Engineer, except Pipeline Warning signs required by law.
9. All activities conducted on the premises shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.
10. The granting of this consent does not in any way subordinate the United States prior easement rights.
11. The United States shall not be responsible for damages to the property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the grantee, or for damages to the property or injuries to the person of the grantee, or the persons of the grantee's officers, agents, servants, or employees or others who may be on said premises at their invitation or the invitation of any one of

them arising from governmental activities on or in the vicinity of the said premises, and the grantee shall hold the United States harmless from any and all such claims.

12. The United States shall in no case be liable for any damage or injury to the structures herein authorized which may be caused by any action of the Government, under the rights obtained in its easements, either hidden or known, or that may result from future operations undertaken by the Government, and no claim or right to compensation shall accrue from such damage or injury.
13. It is understood that this Consent is effective only insofar as the property rights of the United States created by the flowage easements referenced herein are concerned. It does not relieve the grantee from the duty of obtaining the consent of the owner(s) of other interests in the premises; nor from obtaining any other permission required by Federal, state, or local laws, regulations, or ordinances, including, but not limited to, any Federal permits that may be required by Section 10 of the River and Harbors Act of 1899 or Section 404 of the Clean Water Act.
14. The grantee shall not disturb USACE flowage easement/boundary markers without prior coordination with the Huntington District, Corps of Engineers.

WITNESS the following signature this 2nd day of March, 2017.

UNITED STATES OF AMERICA



KENNETH R. BUMGARDNER

Real Estate Contracting Officer
Chief, Real Estate Division
U. S. Army Corps of Engineers
Huntington District

The above conditions are hereby accepted this 10th day of MARCH, 2017.

ROVER PIPELINE LLC

By: 
Its: Vice President, Land and Right of Way

ACKNOWLEDGMENT

STATE OF WEST VIRGINIA)
: ss
COUNTY OF CABELL)

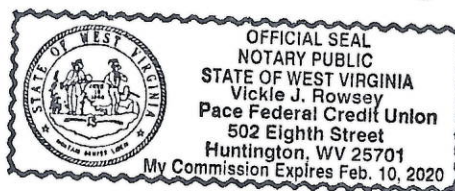
On this 2 day of March, 2017, before me, the undersigned Notary public, personally appeared **KENNETH R. BUMGARDNER**, Real Estate Contracting Officer, Chief, Real Estate Division, U.S. Army Engineer District, Huntington, West Virginia, known to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Vickie J. Rowsey
Notary Public

My Commission Expires:

Feb 10, 2020



THIS INSTRUMENT PREPARED BY:

[Signature]

ERIC DOWNING, Realty Specialist
U.S. Army Corps of Engineers
3434 State Route 212
Mineral City, Ohio 44656
304-399-5708

REVIEWED FOR LEGAL SUFFICIENCY BY:

[Signature]

NATHAN P. AUSTRIAN, Attorney
304-399-5377

RESOLUTION

WHEREAS, ROVER PIPELINE LLC, a Delaware Limited Liability Company, whose address is 1300 Main Street, Houston, TX 77002, proposes to enter into a Consent to Easement with the Secretary of the Army for installation, construction, operation and maintenance of two (2) pipeline(s) not to exceed forty-two (42) inches in nominal diameter on property identified as MOL-137, MOL-153, MOL-187, MOL-174, MOL-152, MOL-58, MOL-41, MOL-141 and 32D

WHEREAS, the Secretary of the Army acting through his authorized representative, **KENNETH R. BUMGARDNER**, has agreed to consent to the aforementioned usage on the above described property to **ROVER PIPELINE LLC**, subject to the terms and conditions set out in the above described instrument;

NOW, THEREFORE, I, Kevin Erwin, the duly elected and qualified Assistant Secretary of **ROVER PIPELINE LLC** hereby certify that Robert Rose is the Vice President – Land and Right-of-Way for the Rover Pipeline LLC and per the corporate records and in that capacity is authorized to execute all real property and right of way documents, consents, easements, leases, fee titles, purchasing property, land permits and licenses and other interests in land documents on behalf of Rover Pipeline LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and seal hereto on this 1st day of March, 2017.

Kevin Erwin
Assistant Secretary

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

I, Erica Richardson, a Notary Public in and for said County and State, do hereby certify that Kevin Erwin personally appeared before me this day and acknowledged that he is the Assistant Secretary of Rover Pipeline LLC, a Delaware limited liability company, and that by authority duly given and as an act of the Rover Pipeline LLC, the foregoing instrument was signed in his name.

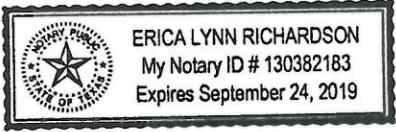
Given under my hand and seal of office this 1 day of March, 2017.

Erica Richardson
Notary Public, State of Texas

Print Name: Erica Richardson

My Commission Expires: 09/24/2019

Commission No.: 130382183



ROVER PIPELINE LLC

Unanimous Consent of Members

The undersigned, constituting all of the Board Members of Rover Pipeline LLC (the "Board"), a Delaware limited liability company ("Rover"), do hereby consent to adopt the following resolutions and, upon execution of this consent, or a counterpart hereof, by each of the Board members listed below, do hereby adopt such resolutions:

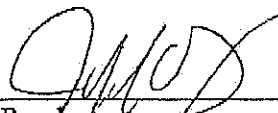
WHEREAS, the Board desires to appoint certain replacement officers and restate the complete slate of officers of Rover.

NOW THEREFORE, IT IS RESOLVED, that all previously elected officers of Rover, are hereby removed and the persons identified on Attachment "A" hereto are hereby elected to the offices set forth opposite their respective name, each to serve in accordance with the Amended and Restated Limited Liability Company Agreement of Rover until their respective successor is duly elected and qualified.

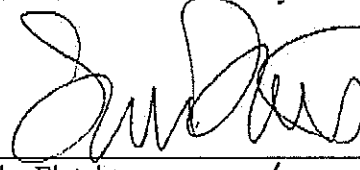
RESOLVED FURTHER, that any and all actions previously taken by these newly elected officers, acting within the capacity of their newly elected positions is hereby, confirmed and ratified as the authorized acts and deeds of Rover.

RESOLVED FURTHER, that this Resolution is hereby adopted with the same force and effect as if adopted by vote at a formal meeting duly convened for such purpose pursuant to notice.

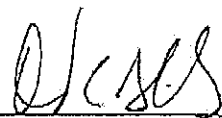
IN WITNESS WHEREOF, this written consent has been executed as of the 4th day of August, 2015.



Jeffrey Rawls
Date: 8/4/15



Luke Fletcher
Date: 8/4/15



Name: David C Shields
Date: 8/4/15

ATTACHMENT "A"

ROVER PIPELINE LLC
OFFICER SLATE

August 4, 2015

OFFICERS:	TITLE:
Warren, Kelcy L.	Chief Executive Officer
McCrea, Marshall S. III	President and Chief Operating Officer
Long, Thomas E.	Chief Financial Officer
Brazaitis, Gregory F.	Chief Compliance Officer
Vaina, Alan G.	Vice President
Langston, Michael T.	Vice President and Chief Regulatory Officer
Fletcher, Luke	Executive Vice President, U.S. Interstate
Coffey, Ryan K.	Executive Vice President – Operations
Hickey, Beth	Senior Vice President
Curia, Christopher	Executive Vice President & Chief Human Resources Officer
Mason, Thomas P.	Senior Vice President, General Counsel & Secretary
Dolle, Justin K.	Vice President – Financial Reporting
Henry, Kelly	Vice President – Procurement
Krebs, Darryl	Vice President – Tax
Mahmoud, Jousif (Joey)	Senior Vice President – Engineering
Rose, Robert R.	Vice President – Land and Right-of-Way
Sturrock, Troy	Vice President and Controller
Healy, William J.	Assistant Secretary
Erwin, Kevin P.	Assistant Secretary