

EXHIBIT “A”

RIGHT-OF-ENTRY AND EASEMENT AGREEMENT

This Right-Of-Entry and Easement Agreement (“**Agreement**”) is entered into as of the ___ day of November, 2024 (“**Effective Date**”) by and between MPLX TERMINALS LLC, a Delaware limited liability company, having an address of c/o Real Estate Department, 539 S. Main St., Findlay, OH 45840 (“**Grantor**”) and the CITY OF BRECKSVILLE, having an address of 9069 Brecksville Rd., Brecksville, OH 44141 (“**Grantee**”). As used herein, “**Party**” means Grantor or Grantee and “**Parties**” means both of them. Grantor owns certain land in Cuyahoga County, described as follows:

Address: 10401 Brecksville Rd., Brecksville, OH 44141
Parcel #: 605-21-013

and as further described and depicted on **Exhibit A** (the “**Property**”). Grantee desires to obtain an easement, servitude, privilege and right-of-way over a portion of the Property indicated in **Exhibit B** for the purpose of installing two catch basins for water collection off Grantor’s property and convey it to the Brecksville Road storm sewer. The Project drawing is depicted in **Exhibit C**.

In consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, Grantor and Grantee hereby agree to the terms of this Agreement.

1. GRANT. Grantor grants, sell, conveys, and warrants to Grantee a non-exclusive easement to install, construct, use, operate, inspect, maintain, repair, replace, and alter two catch basins for water collection off Grantor’s property and convey it to the Brecksville Road storm sewer at Grantee’s sole cost and expense (the “**Easement**”).

2. PURPOSE. Grantee’s Easement includes the rights, from time to time, to (a) inspect, maintain, repair, replace, and alter two catch basins, piping, and related improvements (the “**Facilities**”); (b) access the Facilities, (c) use a reasonable working area to facilitate Grantee’s work on the Facilities; and (d) comply with any present or future legal obligation or request from a local, state, tribal or federal government agency with jurisdiction over Grantee, its Facilities, or its activities on the Property.

Form Revised: 10/26/2021

3. RESTRICTIONS. Grantee represents that: (i) the Facilities do not interfere with Grantor's present or future operations on the Property and (ii) Grantee's use of the Facilities and activities on the Property are in compliance with all applicable Federal, State, and local laws, regulations and ordinances and with Grantor's operational rules and policies in effect at that time (copies of which will be made available to Grantee upon request). Further, in no event shall Grantee conduct any invasive environmental assessments, tests, samples or borings on the Property, or otherwise use or access the Property except as expressly permitted herein, without Grantor's prior written consent, which can be denied or conditioned in Grantor's sole and absolute discretion. Except where specifically limited herein, Grantor retains the right to use the Property for any purpose.

It is understood and agreed, that Grantor's driveway and its ability to access, ingress, and egress to and from Brecksville Rd. shall not be impaired or obstructed by this Easement. It is further agreed that the ability of Grantor's customers, contractors, vendors, suppliers, visitors, invitees, and licensees to access, ingress, and egress Grantor's property from Brecksville Rd. shall not be impaired or obstructed.

4. COMPENSATION FOR DAMAGES. Grantor is entitled to actual damages caused by Grantee's installation of the Facilities. Upon completion of construction, Grantee shall restore the Property to a like condition as before use.

5. WARRANTY. EXCEPT AS MAY BE SPECIFICALLY STATED IN THIS AGREEMENT GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING: (i) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE SOIL AND GEOLOGY, AND THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT THEREON; (ii) THE COMPLIANCE OF THE PROPERTY OR OWNERSHIP OR THE OPERATION OF THE EASEMENTS WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY; AND (iii) ANY ENVIRONMENTAL CONDITIONS WHICH MAY EXIST ON THE PROPERTY. THE CONVEYANCE IS MADE ON AN "AS IS" BASIS, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT, EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, GRANTOR MAKES NO WARRANTY OR REPRESENTATION,

Form Revised: 10/26/2021

EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OR CONDITION, HABITABILITY, TENANTABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

6. RELEASE. To the maximum extent permissible by law, Grantee agrees to release and hold harmless the Grantor, its affiliates and their employees, contractors and agents from any liability or Claim arising out of Grantee's operations under this agreement or arising out of Grantee's access to or use of Grantor's property. This duty to release and hold harmless applies to Grantee, its employees, officials, contractors, agents, assigns, and/or licensees, as well as to utility companies and all others deemed necessary by Grantee to enter the property for the purposes set forth herein. "Claim" includes without limit any claim, liability, loss, damage, cost or expense and includes without limit such for personal injury or death, property damage, environmental damage, remediation, and business loss, except to the extent such Claim(s) are caused by the negligent or intentional acts or omissions of the Grantor or its employees, agents, or contractors.

7. TERM. The Easement is granted in perpetuity as of the Effective Date. Termination is effective only upon the filing and acceptance of a proper recordable instrument evidencing such termination. Notwithstanding the foregoing, Grantor and Grantee acknowledge that certain jurisdictions limit the duration of contractual agreements, or might take action to enact such limitations after the Effective Date, and that such limitations might apply to this Agreement. Grantor and Grantee intend for this Agreement to extend for the maximum length allowed by law, including as such laws may be amended from time to time.

8. TERMINATION. The Easement shall terminate upon: (a) removal of the Facilities, (b) failure to structurally maintain the Facilities, (c) subsequent mutual consent, or (d) failure of Grantee to complete installation within one (1) year from the effective date of this Agreement. Should the Easement be terminated in any manner, Grantee shall, at Grantee's sole cost, completely restore the property as nearly as practicable to the condition existing before the construction of the Facilities and, at Grantor's option, (i) remove to the extent practicable any improvements or facilities located on the Easement or (ii) convey all real and personal property on the Easement to Grantor.

9. COOPERATION. Grantor must promptly cooperate with Grantee in obtaining in any permits, licenses, permissions, or similar authorizations necessary for Grantee to construct and

Form Revised: 10/26/2021

maintain the Facilities. Grantor will join Grantee's application for any such authorizations if Grantor's signature is required; *provided, however*, that Grantee will be responsible for all costs associated with this provision.

10. INSURANCE. The Grantee and/or its contractors shall maintain Commercial General Liability on an occurrence form with a combined single limit of \$2,000,000 each occurrence; and for project specific, an annual aggregate of \$2,000,000, such coverage to include products/completed operations liability, premises/operations, independent contractors, broad form bodily injury and property damage, personal and advertising injury, in rem (if applicable), explosion, blanket contractual liability covering the obligations assumed by the Grantee herein and sudden and accidental pollution liability with respect to the Grantee and all Grantee related parties. Grantee and/or its contractors shall maintain Workers' Compensation insurance complying with the laws of the state or states having jurisdiction over each employee and Employer's Liability insurance with limits of \$2,000,000 per accident for bodily injury or disease. Grantee and/or its contractors shall maintain Auto Liability insurance covering owned, non-owned, and hired vehicles with a limit of \$2,000,000 per occurrence or as required by law, whichever is higher.

11. EFFECT OF AGREEMENT. This Agreement will bind and benefit each Party's heirs, legal representatives, successors and assigns. Subject to written consent from Grantor, the easement rights granted hereunder are divisible and assignable in whole or in part. The terms of this Agreement are independent of and, unless otherwise expressly stated, will survive the execution of any further documents or agreements between the Parties. If any provision of this Agreement is deemed void, invalid, or unenforceable by any court or tribunal of competent jurisdiction, such provisions will be stricken from this Agreement without effect on the remaining provisions of the Agreement as a whole. No failure or delay in exercising any right, power, or privilege hereunder will operate as a waiver thereof or preclude the exercise of any other right, power, or privilege hereunder. Any individual signing this Agreement in a representative capacity warrants full authority and power from the purported principal to fully bind the principal to all terms and conditions contained herein. This Agreement is not effective unless and until executed by all Parties and until this agreement is approved by Grantee's City Council.

12. INTERPRETATION. Unless the context as used in this Agreement clearly indicates otherwise: (a) words in the singular include the plural and words used in the plural include the singular; (b) references to any Party include such Party's successors and assigns; (c) the words "include", "includes" and "including" will be deemed to be followed by the words "without limitation"; (d) any addendum, exhibit or schedule attached is deemed to be incorporated by reference into the Agreement; and (e) reference to any law will be deemed to also refer to all rules and regulations promulgated thereunder.

13. NOTICES. All notices required or permitted under this Agreement must be in writing and delivered by mail (postage prepaid), nationally recognized overnight courier service, or by hand delivery to the address of the receiving Party set forth in the introductory paragraph of this Agreement. Notices sent by email are ineffective.

14. PUBLIC ANNOUNCEMENTS. Except for the recording of this instrument with the applicable recorder of deeds or at the direction or request of a governmental authority, neither Party will issue or make any public announcement or statement concerning the Property or the Agreement without obtaining the other Party's prior written consent.

15. THIRD PARTY RIGHTS. No person who is not a Party to this Agreement has any rights under this Agreement or may enforce any provision of this Agreement.

16. COUNTERPART EXECUTION. This Agreement may be executed in any number of counterparts. Upon execution of this Agreement or a counterpart hereto by all Parties, the various signature pages will be combined into one composite instrument for all purposes. All counterparts together will constitute only one Agreement, but each counterpart will be considered an original.

17. GOVERNING LAW. This Agreement is governed, construed, and enforced under the laws of the State of Ohio without regard to its conflicts of law provisions.

[SIGNATURES APPEAR ON THE NEXT PAGE]

The Parties have executed this Agreement as evidenced by the following signatures of authorized representatives of the Parties:

GRANTOR:

Signature: _____

Name: _____

State of _____)

) ss

County of _____)

The foregoing instrument was acknowledged before me this _____, 20____
by _____.

Signature: _____

Name: _____

My commission expires: _____

GRANTEE:

Signature: _____

Name: _____

State of _____)

) ss

County of _____)

The foregoing instrument was acknowledged before me this _____, 20____
by _____.

Signature: _____

Name: _____

My commission expires: _____

APPROVED AS TO FORM ONLY

David J. Matty, Law Director

Date: _____

EXHIBIT A

Parcel 3:

Situated in the City of Brecksville, County of Cuyahoga, State of Ohio and known as being part of original Brecksville Township, Lot No. 68 and is further bounded and described as follows:

Beginning in the centerline of Brecksville Road as originally established (66 feet wide), said centerline being also the Westerly line of said Original Lot No. 68, at a point distant North 0° 43' 08" East, 300.00 feet measured along said centerline from the Southwesterly corner of said original Lot No. 68, said point also being the place of beginning of the following described parcel of land;

Course 1 Thence North 0° 43' 08" East, continuing along said centerline, 361.10 feet to a point;

Course 2 Thence South 89° 09' 51" East, passing through a 3/4" iron pipe set in the East line of said Brecksville Road, 927.13 feet to a 3/4" Iron pipe set;

Course 3 Thence North 0° 23' 13" East, 74.19 feet to a 3/4" iron pipe set in the Southwesterly corner of land conveyed to WTAM, Inc. by deed dated February 03, 1938, and recorded in Volume 4817, Page 605 of Cuyahoga County Records;

Course 4 Thence South 89° 34' 11" East, along the South line of said land so conveyed to WTAM, Inc., 804.25 feet to the Southeasterly corner thereof;

Course 5 Thence North 0° 23' 13" East, along the East line of land so conveyed to WTAM, Inc. 215.00 feet to a 1/2" iron pipe found in the South line of land conveyed to Robert Mackey by deed dated August 13, 1866, and recorded in Volume 147, Page 12 of Cuyahoga County Records;

Course 6 Thence South 89° 34' 11" East along the South line of land so conveyed to Robert Mackey, 150.60 feet to the Northwesterly corner of land conveyed to Robert Mackey by deed dated May 01, 1891, and recorded in Volume 499, Page 143 of Cuyahoga County Records;

Course 7 Thence South 0° 45' 30" West, along the West line of land so conveyed to Robert Mackey as last aforesaid, 631.07 feet to a 3/4" Iron pipe set;

Course 8 Thence North 89° 57' 20" West, parallel with the South line of said Original Lot No. 68, and passing through a 3/4" iron pipe set in the East line of said Brecksville Road, 1879.98 feet to the place of beginning and containing 17.4611 acres of land according to a survey made by Neff and Associates, Inc., in January of 1979.

Tax Parcel No. 605-21-013

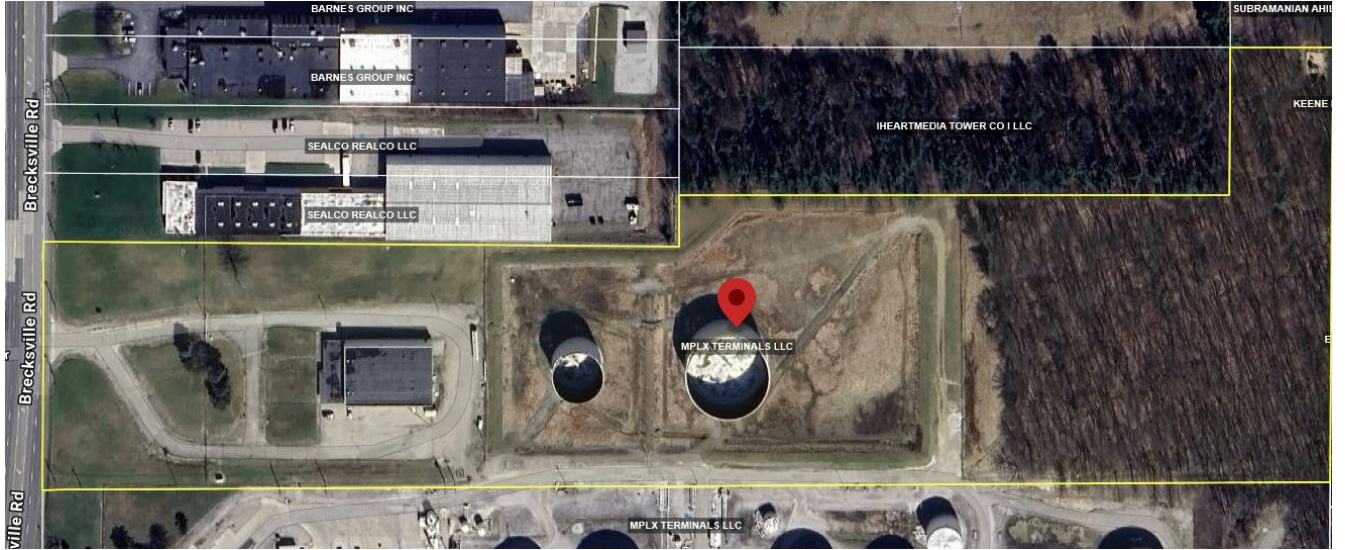


EXHIBIT B

Storm Sewer Easement
MPLX TERMINALS LLC,
a Delaware limited liability company
P.P.N. 605-21-013
DGB 3810-735

November, 2024

LEGAL DESCRIPTION

Situated in the City of Brecksville, County of Cuyahoga, and State of Ohio, and being part of the Original Brecksville Township Lot No. 68, bounded and described as follows:

Beginning at a point in the easterly line of Brecksville Road, 100 feet wide, at the northwest corner of land conveyed to MPLX Terminals, LLC by deed dated June 13, 2016 and recorded in A.F.N. 201606130332 of Cuyahoga County Map Records;

Thence South 0 degrees 12 minutes 33 seconds East along the easterly line of Brecksville Road, 100 feet wide, 113.00 feet to a point, and the principal place of beginning of the easement herein described;

Thence North 89 degrees 47 minutes 27 seconds East, 10.00 feet to a point,

Thence South 0 degrees 12 minutes 33 seconds East, 66.00 feet to a point,

Thence South 89 degrees 47 minutes 27 seconds East, 10.00 feet to a point in the easterly line of Brecksville Road, 100 feet wide;

Thence northwesterly along the east line of Brecksville Road, 100 feet wide, North 0 degrees 12 minutes 33 seconds West, 66 feet; to a point and the place of beginning as described by Donald G. Bohning & Associates, Inc. in November 2024;

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

EXHIBIT B



EXHIBIT C

