LEASE AGREEMENT

THIS AGREEMENT made and entered into as of this 1st day of September, 2008, by and between the **MEMPHIS AND SHELBY COUNTY PORT COMMISSION**, an organization created by Chapters 500 and 529 of the Private Acts of Tennessee of 1947, as amended, **THE CITY OF MEMPHIS**, a municipal corporation organized under the laws of the State of Tennessee, and **THE COUNTY OF SHELBY**, one of the counties of the State of Tennessee (hereinafter referred to as "**Lessors**") and **T E PRODUCTS PIPELINE COMPANY, LLC**, a Texas limited liability company (hereinafter referred to as "**Lessee**");

W I T N E S S E T H:

WHEREAS, the Lessors are the owners and have management and control of certain lands situated in the Memphis and Shelby County Port Commission's Industrial Subdivision on Presidents Island in the City of Memphis which lands include the premises described on Exhibit A attached hereto; and

WHEREAS, Lessee desires to lease said hereinafter described premises for the use and purposes and for the rental and upon the terms hereinafter set forth:

NOW THEREFORE, in consideration of the premises, the mutual advantage accruing each to the other and for good and valuable consideration, the adequacy of which and the receipt of which the parties hereto acknowledge from the other, the parties agree as follows:

1. **Term.** The term of the Lease shall commence on September 1, 2008 and shall be for a period of five (5) years. The Lease will automatically renew for three (3) consecutive terms of five (5) years each.

2. **Rental.**

   A. The rental for the period from September 1, 2008 through August 31, 2013 is Forty Thousand and 00/100 ($40,000.00) DOLLARS per year, which sum is to be paid upon

execution of this Agreement. Thereafter, annual rental shall be due and payable on the first day of September each year for the remainder of the original lease period or any renewal. After the initial five year period, the annual rent for each five (5) year renewal period shall be negotiated by the parties and agreed upon at least 180 days prior to the renewal date, and no increase shall exceed ten (10%) per cent of the most recent previously paid rate. In the event the parties are unable to agree upon the increase, then the annual rent during the next five (5) year renewal period shall automatically increase by ten (10%) per cent of the most recent previously paid rent. Unless advised to the contrary in writing, Lessee shall make all rental payments to the Memphis and Shelby County Port commission, 1115 Riverside Boulevard, Memphis, Tennessee 38106-2504.

B. The Lessee hereby agrees to be responsible for any and all property taxes and/or special assessments which are now assessed or hereafter assessed against the subject premises or any improvements hereafter installed by Lessee on subject premises during the term of this Lease Agreement and any extended terms thereof. It is specifically recognized and agreed that in the event property taxes and/or special assessments are not specifically assessed against the subject premises, then Lessee will be responsible only for the pro-rata share of the assessment based on the percentage the subject premises bares to the entirety of the assessed area.

C. Lessee shall pay for all utility services and all other services and installations to the leased premises. Lessee at its expense shall promptly make and pay for all necessary repairs and replacements to the leased property whether interior, exterior, or underground, ordinary or extraordinary, or structural or non-structural, including the reimbursement to Lessors or its tenants for any crop losses, fence damage or other damages due to its activities on the leased property. The Lessee shall at all times during

the lease term, at its expense, put and maintain in thorough repair and in good and safe condition all improvements on the leased property and equipment and appurtenances, both inside, outside and underground, structural and non-structural, extraordinary and ordinary, however the necessity or desirability for repairs may occur and regardless of whether necessitated by wear, tear, obsolescence, or defects, latent or otherwise. The quality and class of all repairs and replacements shall be equal to that of the original work and Lessee shall maintain the demised premises in good repair and in at least as good as condition as that in which they were delivered, normal wear and tear resulting from activities unassociated with Lessee's activities excepted. Lessee shall, at the expiration or earlier termination of this Lease Agreement, surrender the demised premises in at least as good as condition as that in which they were delivered, normal wear and tear resulting from activities unassociated with Lessee's activities excepted.

3. **Grant and Lease.** The Lessors do hereby grant, demise and lease unto the said Lessee the premises owned, controlled or to which the Lessors are authorized to lease to third-parties and described on Exhibit A attached, situated in the City of Memphis, County of Shelby, State of Tennessee for the purpose of constructing, operating and maintaining a pipeline and associated facilities.

4. **Improvements and Usage.**

   A. All improvements which are desired by Lessee and made upon the premises subsequent to the date of this Lease shall be installed and maintained at Lessee's expense. Other than the pipeline and directly related associated facilities contemplated by this Agreement, no alteration, addition or improvement to the leased premises shall be made by the Lessee without the written consent of the Lessors. Any other alterations, additions or improvements made by the Lessee subsequent to the date of this Lease, after such consent shall have been given, but not fixtures or equipment installed as part

thereof, upon the termination of this Agreement, or any extension thereof, become the absolute property of Lessors without payment of any kind therefor. For purposes of clarity, it is specifically recognized and agreed that the pipeline and related equipment are considered fixtures or equipment, not improvements, and shall not become the absolute property of Lessor pursuant to this Section 4 to the extent that Lessee removes such pipeline and related equipment and returns the leased premises in at least as good as condition as that in which they were delivered, normal wear and tear resulting from activities unassociated with Lessee's activities excepted, within one (1) year after the termination of this Agreement.

B. Any alterations, additions or improvements to the leased premises shall be made only in compliance with the laws and ordinances of the City of Memphis, County of Shelby, State of Tennessee and the United States of America.

C. The parties agree that the leased premises are to be used only for an underground pipeline and related operations, all such uses as must be allowable under applicable zoning ordinances. Also, said premises shall be maintained at all times in a condition commensurate with generally acceptable standards of maintenance for such use. Any pipeline shall be buried to a minimum depth of four (4) feet from the top of the pipe to the surface.

D. Plans for any and all facilities and improvements, to include landscaping, shall be subject to the approval of the Memphis and Shelby County Port Commission, prior to application for a construction permit.

E. Lessors shall not be responsible for any damage occasioned by Lessee for loss of profits, lack of accessibility to subject premises, to equipment or otherwise, by any action of the Mississippi River or its backwaters, including flood, except as otherwise provided herein.

5. **Signage.** Except for such signage required to operate the pipeline, no other sign of any type will be placed on any portion of the leased premises without the express written consent of the Memphis and Shelby County Port Commission. Any such signs shall be used exclusively by Lessee to advertise Lessee's own business. Upon the expiration of this Lease or any extension thereof, Lessee, at Lessee's expense, shall remove all signs placed or erected on the said premises during the term of this Lease, and repair all damage to the leased premises due to the erection and subsequent removal of same.

6. **Transfer.** Lessee may not sell, transfer, or assign this Lease or any interest of Lessee hereunder or sublease the whole or part of the leased premises to any person or entity without the prior written approval of the Memphis and Shelby County Port Commission, other than to a successor to all or substantially all of the property and assets of Lessee, either by purchase, merger, or consolidation, provided no such assignment shall be effective unless and until (a) Lessee provides prior notice of such assignment to Lessor and (b) such assignee shall assume in writing the obligations of the assignor. Any transfer or assignment of this Lease or any interest hereunder or subleasing shall be subject to the terms of this Lease and not relieve the Lessee of its liability for payment of the rent or performance of any covenant or other obligation imposed upon Lessee by this Lease.

7. **Indemnity.** Lessee shall indemnify Lessors against all liability, loss, costs, damage, expense, or penalty sustained by Lessors, including attorney fees, and other expenses of litigation arising as follows:

   A. For any violation of any law or regulation of the United States, the State of Tennessee, or any of the local laws, county and city, if occasioned by the neglect and fault of Lessee or those holding or occupying under Lessee.

   B. Arising out of, or directly or indirectly due to, any accident or other occurrence causing injury to any person or persons (including death) or property resulting from the use,

occupancy, maintenance, or repair of the demised premises or any part thereof, by Lessee or by any person or persons holding or occupying under or employed by Lessee.

C. On account of or through the use, occupancy, maintenance, or repair of the demised premises or improvements, or any part thereof by Lessee or by any other person or persons holding or occupying under or employed by Lessee for any purposes inconsistent with the provisions of this Lease.

D. Against all liens and charges of any and every nature that may at any time be established against the premises or any improvements thereon or any part thereof as a consequence, direct or indirect, of any act or omission of Lessee or any person or persons holding or occupying under or employed by Lessee or as a consequence, direct or indirect, of the existence of Lessee's interest under this Lease.

E. On account of Lessee's failure to comply with its obligations under paragraph 17 herein including the Applicable Environmental Laws.

8. Condemnation.

A. If the whole of the leased premises, or such portion thereof as will render the premises unsuitable for the purposes herein leased, is taken or condemned for any public use or purpose by any legally constituted authority, then in either of such events, this Lease shall cease from the time when possession was taken by such Public Authority and rents shall be accounted for between Lessors and Lessee, as of such date. Such termination shall be without prejudice to the rights of either Lessors or Lessee to recover compensation for any loss or damage caused by such condemnation. Neither Lessors nor Lessee shall have any right in or to any award made to the other by the condemning authority.

B. In the event that the premises demised, or any part thereof, are partially taken or condemned for any public use or purpose by any legally constituted authority, but not

thereby rendered unsuitable for the purposes for which leased, then, Lessee shall receive a fair and proper abatement of rental from and after the time when possession was taken by such public authority.

9. **Insurance.**

A. Lessee at its own risk and expense, during the period of this Lease or any extended term of this Lease, shall provide commercial general liability insurance in the amount of **FIVE MILLION ($5,000,000) DOLLARS** combined single limits covering property damage and bodily injury with the MEMPHIS AND SHELBY COUNTY PORT COMMISSION, THE CITY OF MEMPHIS, and THE COUNTY OF SHELBY named as additional insureds. To the extent insurable under a standard Commercial General Liability policy, this policy will fully protect Lessors from any and all claims for damages to property or persons, including death, which may arise from Lessee's or Sublessee's operations on the leased premises or adjacent thereto, whether such operations are by Lessee or by anyone directly or indirectly employed or licensed by Lessee or acting under Lessee's authority or orders. Further, this policy shall be written with insurance companies reasonably satisfactory to the MEMPHIS AND SHELBY COUNTY PORT COMMISSION. All policies should contain language providing that should any of the above described policies be canceled before the expiration date thereof, the issuing insurer will mail thirty (30) days written notice to Lessors.

B. Prior to inception of the lease term and prior to entering upon the premises the Lessee shall deliver to Lessors certificates of insurance which satisfy the conditions of sub-paragraph (a) of this paragraph and which certifies that such insurance is in full force and effect.

C. Within ten (10) days of the expiration of any policy of insurance the Lessee is obligated to carry under this Lease, the Lessee shall furnish a certificate of insurance to the

Lessors renewing each such policy. Each policy and/or certificate of insurance shall provide for at least thirty (30) days notice to the Lessors of any material change in coverage or cancellation thereof. Lessee shall promptly deliver to Lessors a certificate from the insurance carrier evidencing each renewal of the policy.

D. Lessors may at any time upon reasonable notice and at Lessee's principal office where such items are normally maintained, review and inspect pertinent sections of all required policies under this Lease Agreement.

10. **Inspections.** Lessors reserve the right to enter, by their duly appointed agents, at reasonable times, and with prior notice, for the purpose of inspection of the premises covered by this Lease Agreement, and for the purpose of maintaining said premises, provided, however, this paragraph shall not affect Lessee's obligations under this Lease.

11. **Default.** In case Lessee, during the term of this Lease shall cause a default hereunder by committing one or more of the following:

1. file a voluntary petition in bankruptcy; or
2. make an assignment for the benefit of creditors; or
3. be adjudicated a bankrupt; or
4. be declared insolvent; or
5. abandon the premises; or
6. fail to perform any material part of this Agreement including the payment of rent heretofore agreed;
7. fail to perform any of the conditions and covenants for construction and maintenance provided for in this agreement;

then and thenceforth, in any of said events, the Memphis and Shelby County Port Commission at its option has the right to cancel this Lease and accelerate any payments due hereunder or the Memphis and Shelby County Port Commission may re-enter and resume possession of same and may at its option relet the premises as agent of Lessee but in the

name of Lessor and receive rent therefore applying the same, first, to the payment of expenses to which it may be put in re-entering and reletting and then to payment of rent due by these presents, the remainder, if any, to be paid over to Lessee, who shall be liable for any deficiency, the execution of a new Lease for the same premises being permitted without terminating Lessee's liability or obligation hereunder, such liability to survive.

12. **Interest.** Any rent or other sum (including taxes) payable to Lessors by Lessee under the terms of this Lease which Lessee does not pay within thirty (30) days of the date it becomes due and owing shall bear interest in favor of Lessors from the due date at the rate of twelve percent (12%) per annum cumulative (or at such lesser rate as shall constitute the maximum lawful rate permitted in the State of Tennessee) from time to time until paid.

13. **Payments.** No payment by Lessee, or acceptance by Lessors, of a lesser amount of rent than shall be due from Lessee to Lessors shall be treated otherwise than as a payment on account. The acceptance by Lessors of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check that such lesser amount shall constitute payment in full, shall be given no effect and Lessors may accept such payment without prejudice to any other rights or remedies which Lessors may have against Lessee. Any payment, however designated, may be accepted by Lessors and applied against any part of Lessee's then existing and then due rent obligations, and Lessor may apply such payment against any sum then due or may retain such payment (without interest) as a credit against Lessee's accruing future obligations.

14. **Rights.** The right in the Lessors to terminate this Lease as herein set forth is in addition to and not in exhaustion of such rights that the Lessors have or causes of action that may accrue to the Lessors because of the Lessee's failure to fulfill, perform or observe the obligations, agreements or covenants of this Lease, and the exercise or pursuit by the

Lessors of any of the rights or causes of action accruing hereunder shall not be in exhaustion of such other rights or causes of action that the Lessors might otherwise have.

15. **Waivers.** It is hereby covenanted and agreed that no waiver of a breach of any of the covenants of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

16. **Collection Costs.** Lessee agrees to pay all reasonable costs of collection, including reasonable attorneys fees, if all or any part of the rent reserved herein is collected after maturity with the aid of an attorney; also, Lessee agrees to pay reasonable attorney fees in the event that it becomes necessary for Lessors to employ an attorney to enforce any of the covenants, obligations or conditions imposed in this Lease.

17. **Compliance with Laws.** The Lessee shall comply with and cause to be complied with, all statutes, regulations, ordinances and other requirements of any government, whether federal, state or local, as amended from time to time, relating to the property and the use there of or any part thereof, including, without limitation, 42 U.S.C. ' 9601 *et seq.*, 42 U.S.C. ' 6901 *et seq.*, 33 U.S.C. ' 1251 *et seq.*, T.C.A. ' 68-212-201 *et seq.*, T.C.A. ' 68-212-101 *et seq.*, T.C.A. ' 68-215-101 *et seq.*, T.C.A. ' 69-3-101 *et seq.*, and all other applicable federal, state and local health or environmental statutes and regulations (the "**Applicable Environmental Statutes and Regulations**"). Lessee shall also comply with all restrictive covenants and other such restrictions of record and shall meet and comply with all requirements of federal and state common law, *o.g.* Statutes and Regulations and the Applicable Environmental Common Law together are referred to herein as the "**Applicable Environmental Laws**". Lessee covenants that all reporting requirements of all Applicable Environmental Laws shall be complied with and all spills shall be cleaned and removed in a manner in compliance with the Applicable Environmental Laws even if Lessee is no longer in possession under the Lease.

18. **Notices.** Until further notice of change of address, any notice in writing given under this agreement shall be sufficient if sent by mail, postage prepaid, and addressed as follows:

Lessors:	Chairman Memphis and Shelby County Port Commission 1115 Riverside Blvd. Memphis, Tennessee 38106-2504
Lessee:	T E Products Pipeline Company, LLC 1100 Louisiana Houston, Texas 77002

19. **Choice of Law.** It is specifically agreed between the parties that this contract and the enforcement of any of the provisions hereof shall be construed and enforced in accordance with the laws of the State of Tennessee.

20. **Entire Agreement.** This writing constitutes the entire agreement by and between the parties and no renewal, extension or amendment of this Lease shall be binding unless in writing and signed by all of the parties hereto.

21. **Binding Nature.** This Lease shall be binding upon the heirs, executors, administrators and assigns of the respective parties hereto.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or officials, duly authorized so to do, on the day and year indicated below.

ATTEST:

LESSOR:

MEMPHIS AND SHELBY COUNTY PORT COMMISSION

Secretary-Treasurer

By:_____

Chairman

APPROVED AS TO FORM:

Port Commission Attorney

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared **THOMAS E. FISHER**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the Chairman of the Memphis and Shelby County Port Commission, created by Chapters 500 and 529 of the Private Acts of Tennessee of 1947, as amended, and that he as such chairman being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Memphis and Shelby County Port Commission by himself as chairman.

WITNESS my hand and seal of office at Memphis, Tennessee, this the _____day of _____, 2008.

Notary Public

My commission expires_____

LESSOR:

ATTEST:

CITY OF MEMPHIS

_____
City Comptroller

By:_____
Dr. W. W. Herenton, Mayor

APPROVED AS TO FORM:

_____
City Attorney

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared **DR. W.W. HERENTON**, and with whom I am personally acquainted, and who upon oath acknowledged himself to be the Mayor of the City of Memphis, a municipal corporation of the State of Tennessee, and that he as mayor being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation by himself as mayor thereof.

WITNESS my hand and seal of office at Memphis, Tennessee, this the _____day of _____, 2008.

_____
Notary Public

My commission expires:_____

LESSOR:

ATTEST:

COUNTY OF SHELBY

_____ By:_____
Clerk of County Commission A C Wharton, Jr., Mayor

APPROVED AS TO LEGAL FORM,
EFFICACY AND PROPRIETY:

_____
Contract Administrator
Assistant County Attorney

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared **A C WHARTON, JR.** with whom I am personally acquainted, and who upon oath acknowledged himself to be the Mayor of the County of Shelby, State of Tennessee, and that he as such mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Shelby County by himself as mayor thereof.

WITNESS my hand and seal of office at Memphis, Tennessee, this the _____day of _____, 2008.

_____
Notary Public

My commission expires:_____

LESSEE:

TE PRODUCTS PIPELINE COMPANY, LLC

By TEPPCO GP, Inc., Its sole manager

By: _____

STATE OF TEXAS

COUNTY OF HARRIS

Before me, a notary public within and for said state and county, duly commissioned and qualified, personally appeared Samuel N. Brown with whom I am personally acquainted, and who upon oath acknowledged himself to be the Vice President of TEPPCO GP, INC., the Sole Manager of **TE PRODUCTS PIPELINE COMPANY, LLC** and that he as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company, as sole manager of the limited liability company by himself as such Vice President.

WITNESS my hand and seal of office at Houston, Texas, this 19th day of August, 2008

_____
Notary Public

My commission expires: _____

KAREN D. HEARON
Notary Public, State of Texas
My Commission Expires
September 02, 2012

OLLAR SURVEYING COMPANY
3161 U.S. Highway No. 64, Suit 500
Eads, Tennessee 38028

Description of Proposed 25' Wide Pipeline Easement across part of the City of Memphis, County of Shelby property recorded in Book 1982, Page 597 in Memphis, Shelby County, Tennessee:

Commencing at a point at the intersection of the north line of Harbor Avenue and an east line of said property recorded in Book 1982, Page 597 and the west line of the APAC-Tennessee, Inc. property recorded in Instrument No. CL-4018; thence north 20 degrees 54 minutes 10 seconds west along an east line of said property recorded in Book 1982, Page 597 and the west line of said property recorded in Instrument No. CL-4018, 171.08 feet to a point, said point being the POINT OF BEGINNING; thence across said property recorded in Book 1982, Page 597 the following calls: south 75 degrees 15 minutes 24 seconds west, 25.15 feet to a point; north 20 degrees 54 minutes 10 seconds west, 191.31 feet to a point; south 78 degrees 39 minutes 47 seconds west, 841.80 feet to a point; south 70 degrees 44 minutes 49 seconds west, 331.10 feet to a point; north 25 degrees 27 minutes 03 seconds west, 711.30 feet to a point; thence south 64 degrees 32 minutes 57 seconds west across said property recorded in Book 1982, Page 597 and across an existing 25' Wide Pipeline Easement, 93.52 feet to a point 3.00 feet northeast of the northeast line of an existing 50' Wide Utility Easement; thence north 48 degrees 10 minutes 34 seconds west across said property recorded in Book 1982, Page 597 and along a line that is 3.00 feet northeast of and parallel to the northeast line of said existing 50' Wide Utility Easement, 57.28 feet to a point; thence across said property recorded in Book 1982, Page 597 the following calls: north 64 degrees 32 minutes 57 seconds east, 140.65 feet to a point; south 25 degrees 27 minutes 03 seconds east, 741.70 feet to a point; north 70 degrees 44 minutes 49 seconds east, 310.40 feet to a point; north 78 degrees 39 minutes 47 seconds east, 864.67 feet to a point in an east line of said property recorded in Book 1982, Page 597 and the west line of said property recorded in Instrument No. CL-4018; thence south 20 degrees 54 minutes 10 seconds east along an east line of said property recorded in Book 1982, Page 597 and the west line of said property recorded in Instrument No. CL-4018, 215.14 feet to the POINT OF BEGINNING and containing 58,779 square feet or 1.349 acres of land.

OLLAR SURVEYING COMPANY

By _____ /07
William S. Ollar, RLS Date
Partner
Tennessee Certificate No. 314

WILLIAM S. OLLAR
REGISTERED LAND SURVEYOR
XVI
AGRICULTURE
COMMERCE
TENNESSEE NO. 314

OLLAR SURVEYING COMPANY
3161 U.S. Highway No. 64, Suit 500
Eads, Tennessee 38028

Description of Proposed 25' Wide Temporary Construction Easement #1 across part of the City of Memphis, County of Shelby property recorded in Book 1982, Page 597 in Memphis, Shelby County, Tennessee:

Commencing at a point at the intersection of the north line of Harbor Avenue and an east line of said property recorded in Book 1982, Page 597 and the west line of the APAC-Tennessee, Inc. property recorded in Instrument No. CL-4018; thence south 75 degrees 35 minutes 31 seconds west along the north line of said Harbor Avenue, 1202.95 feet to a point; thence north 39 degrees 48 minutes 30 seconds west across said property recorded in Book 1982, Page 597, 1063.01 feet to a point, said point being the POINT OF BEGINNING; thence across said property recorded in Book 1982, Page 597 the following calls: north 25 degrees 27 minutes 03 seconds west, 68.00 feet to a point; north 64 degrees 32 minutes 57 seconds east, 25.00 feet to a point; south 25 degrees 27 minutes 03 seconds east, 43.00 feet to a point; thence north 64 degrees 32 minutes 57 seconds east across said property recorded in Book 1982, Page 597 and across part of said existing 25' Wide Pipeline Easement, 140.59 feet to a point in the northeast line of said existing 25' Wide Pipeline Easement and the southwest line of an existing 50' Wide Utility Easement; thence across said property recorded in Book 1982, Page 597 and along a portion of the northeast line of said existing 25' Wide Pipeline Easement and along the southwest line of said existing 50' Wide Utility Easement, 27.10 feet to a point; thence south 64 degrees 32 minutes 57 seconds west across said property recorded in Book 1982, Page 597, 176.06 feet to the POINT OF BEGINNING and containing 5,346 square feet or 0.123 acres of land.

OLLAR SURVEYING COMPANY

By _____ 02/01/07
William S. Ollar, RLS, Date
Partner
Tennessee Certificate No. 314

WILLIAM S. OLLAR
REGISTERED LAND SURVEYOR
TENNESSEE NO. 314

OLLAR SURVEYING COMPANY
3161 U.S. Highway No. 64, Suit 500
Eads, Tennessee 38028

Description of Proposed 25' Wide Temporary Construction Easement #2 across part of the City of Memphis, County of Shelby property recorded in Book 1982, Page 597 in Memphis, Shelby County, Tennessee:

Commencing at a point at the intersection of the north line of Harbor Avenue and an east line of said property recorded in Book 1982, Page 597 and the west line of the APAC-Tennessee, Inc. property recorded in Instrument No. CL-4018; thence south 75 degrees 35 minutes 31 seconds west along the north line of said Harbor Avenue, 1202.95 feet to a point; thence across said property recorded in Book 1982, Page 597 the following calls: north 39 degrees 48 minutes 30 seconds west, 1063.01 feet to a point; north 25 degrees 27 minutes 03 seconds west, 68.00 feet to a point; south 64 degrees 32 minutes 57 west, 145.00 feet to a point, said point being the POINT OF BEGINNING; thence across said property recorded in Book 1982, Page 597 the following calls: south 64 degrees 32 minutes 57 seconds west, 25.00 feet to a point; north 25 degrees 27 minutes 03 seconds west, 45.00 feet to a point; north 64 degrees 32 minutes 57 seconds east, 170.00 feet to a point; north 25 degrees 27 minutes 03 seconds west, 62.68 feet to a point; north 64 degrees 32 minutes 57 seconds east, 75.38 feet to a point in the southwest line of an existing 25' Wide Pipeline Easement; thence south 48 degrees 10 minutes 34 seconds east across said property recorded in Book 1982, Page 597 and along the southwest line of said existing 25' Wide Pipeline Easement, 27.10 feet to a point; thence across said property recorded in Book 1982, Page 597 the following calls: south 64 degrees 32 minutes 57 seconds west, 60.85 feet to a point; south 25 degrees 27 minutes 03 seconds east, 62.68 feet to a point; south 64 degrees 32 minutes 57 seconds west, 170.00 feet to a point; south 25 degrees 27 minutes 03 seconds east, 20.00 feet to the POINT OF BEGINNING and containing 8,332 square feet or 0.191 acres of land.

OLLAR SURVEYING COMPANY

By _____ Date
William S. Ollar, RLS
Partner
Tennessee Certificate No. 314

WILLIAM S. OLLAR
REGISTERED LAND SURVEYOR
XVI
TENNESSEE NO. 314

OLLAR SURVEYING COMPANY
3161 U.S. Highway No. 64, Suit 500
Eads, Tennessee 38028

Description of Proposed 50' Wide Temporary Construction Easement #1 across part of the City of Memphis, County of Shelby property recorded in Book 1982, Page 597 in Memphis, Shelby County, Tennessee:

Commencing at a point at the intersection of the north line of Harbor Avenue and an east line of said property recorded in Book 1982, Page 597 and the west line of the APAC-Tennessee, Inc. property recorded in Instrument No. CL-4018; thence north 20 degrees 54 minutes 10 seconds west along an east line of said property recorded in Book 1982, Page 597 and the west line of said property recorded in Instrument No. CL-4018, 120.79 feet to a point, said point being the POINT OF BEGINNING; thence across said property recorded in Book 1982, Page 597 the following calls: south 75 degrees 15 minutes 24 seconds west, 75.44 feet to a point; north 20 degrees 54 minutes 10 seconds west, 193.92 feet to a point; south 78 degrees 39 minutes 47 seconds west, 796.06 feet to a point; south 70 degrees 44 minutes 49 seconds west, 372.51 feet to a point in the northeast line of an existing 25' Wide Pipeline Easement; thence north 25 degrees 27 minutes 03 seconds west across said property recorded in Book 1982, Page 597 and along the northeast line of said existing 25' Wide Pipeline Easement, 50.29 feet to a point; thence across said property recorded in Book 1982, Page 597 the following calls: north 70 degrees 44 minutes 49 seconds east, 381.40 feet to a point; north 78 degrees 39 minutes 47 seconds east, 841.80 feet to a point; south 20 degrees 54 minutes 10 seconds east, 191.31 feet to a point; north 75 degrees 15 minutes 24 seconds east, 25.15 feet to a point in an east line of said property recorded in Book 1982, Page 597 and the west line of said property recorded in Instrument No. CL-4018; thence south 20 degrees 54 minutes 10 seconds east along an east line of said property recorded in Book 1982, Page 597 and the west line of said property recorded in Instrument No. CL-4018, 50.29 feet to the POINT OF BEGINNING and containing 71,939 square feet or 1.651 acres of land.

OLLAR SURVEYING COMPANY

By _____ Date
William S. Ollar, RLS
Partner
Tennessee Certificate No. 314

WILLIAM S. OLLAR
REGISTERED LAND SURVEYOR
XVI
AGRICULTURE
COMMERCE
TENNESSEE NO. 314

OLLAR SURVEYING COMPANY
3161 U.S. Highway No. 64, Suit 500
Eads, Tennessee 38028

Description of Proposed 50' Wide Temporary Construction Easement #2 across part of the City of Memphis, County of Shelby property recorded in Book 1982, Page 597 in Memphis, Shelby County, Tennessee:

Commencing at a point at the intersection of the north line of Harbor Avenue and an east line of said property recorded in Book 1982, Page 597 and the west line of the APAC-Tennessee, Inc. property recorded in Instrument No. CL-4018; thence north 20 degrees 54 minutes 10 seconds west along an east line of said property recorded in Book 1982, Page 597 and the west line of said property recorded in Instrument No. CL-4018, 386.22 feet to a point; thence across said property recorded in Book 1982, Page 597 the following calls: south 78 degrees 39 minutes 47 seconds west, 864.67 feet to a point; south 70 degrees 44 minutes 49 seconds west, 260.11 feet to a point, said point being the POINT OF BEGINNING; thence across said property recorded in Book 1982, Page 597 the following calls: south 70 degrees 44 minutes 49 seconds west, 50.29 feet to a point; north 25 degrees 27 minutes 03 seconds west, 741.70 feet to a point; south 64 degrees 32 minutes 57 seconds west, 140.65 feet to a point; north 48 degrees 10 minutes 34 seconds west, 43.18 feet to a point; south 64 degrees 32 minutes 57 seconds west, 3.25 feet to a point in the northeast line of an existing 50' Wide Utility Easement; thence north 48 degrees 10 minutes 34 seconds west across said property recorded in Book 1982, Page 597 and along the northeast line of said existing 50' Wide Utility Easement, 11.03 feet to a point; thence across said property recorded in Book 1982, Page 597 the following calls: north 64 degrees 32 minutes 57 seconds east, 214.84 feet to a point; south 25 degrees 27 minutes 03 seconds east, 797.13 feet to the POINT OF BEGINNING and containing 47,309 square feet or 1.086 acres of land.

OLLAR SURVEYING COMPANY

By _____ Date
William S. Ollar, RLS
Partner
Tennessee Certificate No. 314

WILLIAM S. OLLAR
REGISTERED LAND SURVEYOR
XVI
TENNESSEE NO. 314

OLLAR SURVEYING COMPANY
3161 U.S. Highway No. 64, Suit 500
Eads, Tennessee 38028

Description of Proposed Valero Easement across part of the City of Memphis, County of Shelby property recorded in Book 1982, Page 597 in Memphis, Shelby County, Tennessee:

Commencing at a point at the intersection of the north line of Harbor Avenue and an east line of said property recorded in Book 1982, Page 597 and the west line of the APAC-Tennessee, Inc. property recorded in Instrument No. CL-4018; thence south 75 degrees 35 minutes 31 seconds west along the north line of said Harbor Avenue, 1202.95 feet to a point; thence across said property recorded in Book 1982, Page 597 the following calls: north 38 degrees 11 minutes 47 seconds west, 1081.46 feet to a point; north 25 degrees 27 minutes 03 seconds west, 63.00 feet to a point, said point being the POINT OF BEGINNING; thence north 25 degrees 27 minutes 03 seconds west across said property recorded in Book 1982, Page 597, 62.68 feet to a point; thence north 64 degrees 32 minutes 57 seconds east across said property recorded in Book 1982, Page 597 and across an existing 25' Wide Pipeline Easement and across an existing 50' Wide Utility Easement, 145.42 feet to a point; thence south 48 degrees 10 minutes 34 seconds east across said property recorded in Book 1982, Page 597 and along a line that is 3.00 feet northeast of and parallel to the northeast line of said existing 50' Wide Utility Easement, 67.95 feet to a point; thence south 64 degrees 32 minutes 57 seconds west across said property recorded in Book 1982, Page 597 and across said existing 50' Wide Utility Easement and across said existing 25' Wide Pipeline Easement, 171.67 feet to the POINT OF BEGINNING and containing 9,937 square feet or 0.228 acres of land.

OLLAR SURVEYING COMPANY

By _____ Date
William S. Ollar, RLS
Partner
Tennessee Certificate No. 314

WILLIAM S. OLLAR
REGISTERED LAND SURVEYOR
AGRICULTURE
COMMERCE
TENNESSEE NO. 314

OLLAR SURVEYING COMPANY
3161 U.S. Highway No. 64, Suit 500
Eads, Tennessee 38028

Description of Proposed TEPPCO Easement No. 1 across part of the City of Memphis, County of Shelby property recorded in Book 1982, Page 597 in Memphis, Shelby County, Tennessee:

Commencing at a point at the intersection of the north line of Harbor Avenue and an east line of said property recorded in Book 1982, Page 597 and the west line of the APAC-Tennessee, Inc. property recorded in Instrument No. CL-4018; thence south 75 degrees 35 minutes 31 seconds west along the north line of said Harbor Avenue, 1202.95 feet to a point; thence north 38 degrees 11 minutes 47 seconds west across said property recorded in Book 1982, Page 597, 1081.46 feet to a point, said point being the POINT OF BEGINNING; thence north 25 degrees 27 minutes 03 seconds west across said property recorded in Book 1982, Page 597, 63.00 feet to a point; thence north 64 degrees 32 minutes 57 seconds east across said property recorded in Book 1982, Page 597 and across an existing 25' Wide Pipeline Easement, 114.21 feet to a point in the northeast line of said existing 25' Wide Pipeline Easement and the southwest line of an existing 50' Wide Utility Easement; thence south 48 degrees 10 minutes 34 seconds east across said property recorded in Book 1982, Page 597 and along the northeast line of said existing 25' Wide Pipeline Easement and the southwest line of said existing 50' Wide Utility Easement, 68.30 feet to a point; thence south 64 degrees 32 minutes 57 seconds west across said property recorded in Book 1982, Page 597 and across said existing 25' Wide Pipeline Easement, 140.59 feet to the POINT OF BEGINNING and containing 8,026 square feet or 0.184 acres of land.

OLLAR SURVEYING COMPANY

By _____ _____
William S. Ollar, RLS Date
Partner
Tennessee Certificate No. 314

WILLIAM S. OLLAR
REGISTERED LAND SURVEYOR
XVI
AGRICULTURE
47
COMMERCE
TENNESSEE NO. 314

OLLAR SURVEYING COMPANY
3161 U.S. Highway No. 64, Suit 500
Eads, Tennessee 38028

Description of Proposed TEPPCO Easement No. 2 across part of the City of Memphis, County of Shelby property recorded in Book 1982, Page 597 in Memphis, Shelby County, Tennessee:

Commencing at a point at the intersection of the north line of Harbor Avenue and an east line of said property recorded in Book 1982, Page 597 and the west line of the APAC-Tennessee, Inc. property recorded in Instrument No. CL-4018; thence south 75 degrees 35 minutes 31 seconds west along the north line of said Harbor Avenue, 1202.95 feet to a point; thence across said property recorded in Book 1982, Page 597 the following calls: north 39 degrees 48 minutes 30 seconds west, 1063.01 feet to a point; north 25 degrees 27 minutes 03 seconds west, 68.00 feet to a point; south 64 degrees 32 minutes 57 seconds west, 125.00 feet to a point, said point being the POINT OF BEGINNING; thence across said property recorded in Book 1982, Page 597 the following calls: south 64 degrees 32 minutes 57 seconds west, 20.00 feet to a point; north 25 degrees 27 minutes 03 seconds west, 20.00 feet to a point; north 64 degrees 32 minutes 57 seconds east , 20.00 feet to a point; south 25 degrees 27 minutes 03 seconds east, 20.00 feet to the POINT OF BEGINNING and containing 400 square feet or 0.009 acres of land.

OLLAR SURVEYING COMPANY

By _____ Date
William S. Ollar, RLS
Partner
Tennessee Certificate No. 314

WILLIAM S. OLLAR
REGISTERED LAND SURVEYOR
XVI
AGRICULTURE
COMMERCE
TENNESSEE NO. 314

OLLAR SURVEYING COMPANY
3161 U.S. Highway No. 64, Suit 500
Eads, Tennessee 38028

Description of Proposed 20' Wide Ingress and Egress Easement across part of the City of Memphis, County of Shelby property recorded in Book 1982, Page 597 in Memphis, Shelby County, Tennessee:

Commencing at a point at the intersection of the north line of Harbor Avenue and an east line of said property recorded in Book 1982, Page 597 and the west line of the APAC-Tennessee, Inc. property recorded in Instrument No. CL-4018; thence south 75 degrees 35 minutes 31 seconds west along the north line of said Harbor Avenue, 1202.95 feet to a point; thence across said property recorded in Book 1982, Page 597 the following calls: north 38 degrees 11 minutes 47 seconds west, 1081.46 feet to a point; north 25 degrees 27 minutes 03 seconds west, 43.00 feet to a point, said point being the POINT OF BEGINNING; thence across said property recorded in Book 1982, Page 597 the following calls: south 64 degrees 32 minutes 57 seconds west, 150.00 feet to a point; north 25 degrees 27 minutes 03 seconds west, 20.00 feet to a point; north 64 degrees 32 minutes 57 seconds east , 150.00 feet to a point; south 25 degrees 27 minutes 03 seconds east, 20.00 feet to the POINT OF BEGINNING and containing 3,000 square feet or 0.069 acres of land.

OLLAR SURVEYING COMPANY

By _____
William S. Ollar, RLS, Date
Partner
Tennessee Certificate No. 314

WILLIAM S. OLLAR
REGISTERED LAND SURVEYOR
XVI
AGRICULTURE
TENNESSEE NO. 314

PROPOSED 25' WIDE PIPELINE EASEMENT	PROPOSED 25' WIDE TEMPORARY CONST. EASEMENT #1	PROPOSED 50' WIDE TEMPORARY CONST. EASEMENT #1	PROPOSED 50' WIDE TEMPORARY CONST. EASEMENT #2
1.349 AC.	0.123 AC.	1.651 AC.	1.086 AC.
58,779 S.F.	5,346 S.F.	71,939 S.F.	47,309 S.F.

PROPOSED 25' WIDE TEMPORARY CONST. EASEMENT #2	PROPOSED TEPPCO EASM. #1	PROPOSED TEPPCO EASE. #2
0.191 AC.	0.184 AC.	0.009 AC.
8,332 S.F.	8,026 S.F.	400 S.F.

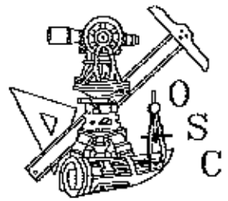
PROPOSED 20' WIDE INGRESS & EGRESS EASM.	PROPOSED VALERO EASEMENT
0.069 AC.	0.228 AC.
3,000 S.F.	9,937 S.F.

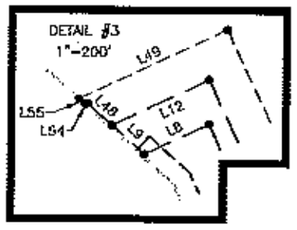
APAC-TENNESSEE, INC.

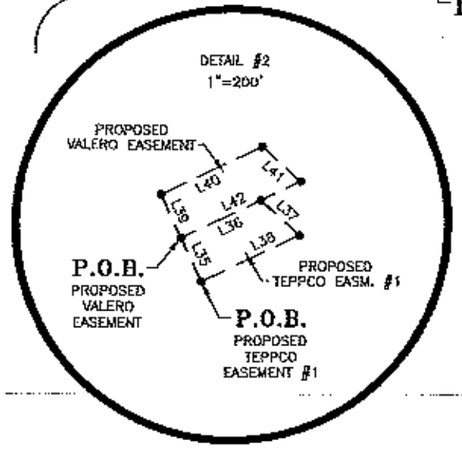
INST. NO. CL-4018

(PART OF)
CITY OF MEMPHIS,
COUNTY OF SHELBY
BK. 1982, PG. 597

EXIST. 25' WIDE PIPELINE EASEMENT
EXIST. 50' WIDE UTILITY EASEMENT
SEE DETAIL #3
VALERO LINE
TEPPCO LINE
PROPOSED VALERO EASM. (SEE DETAIL #2)
PROPOSED TEPPCO EASM. #2 (SEE DETAIL #1)
PROP. 25' WIDE TEMP. CONST. EASEMENT #2 (SEE DETAIL #1)
P.O.B. PROP. 25' WIDE TEMP. CONST. EASEMENT #2
P.O.B. PROPOSED TEPPCO EASEMENT #2
PROP. 20' WIDE INGRESS & EGRESS EASEMENT (SEE DETAIL #1)
P.O.B. PROP. 20' WIDE INGRESS & EGRESS EASEMENT
PROP. 25' WIDE TEMP. CONST. EASEMENT #1 (SEE DETAIL #1)
PROPOSED TEPPCO EASEMENT #1 (SEE DETAIL #2)
P.O.B. PROP. 25' WIDE TEMP. CONST. EASEMENT #1
P.O.B. PROPOSED TEPPCO EASEMENT #1
PROP. 25' WIDE PIPELINE EASEMENT
PROP. 50' WIDE TEMPORARY CONSTRUCTION EASEMENT #2
N39°11'47"W 1091.46'
N39°49'30"W 1053.01'
P.O.B. PROP. 50' WIDE TEMP. CONST. EASM. #2
TOTAL: L14 L46
PROP. 25' WIDE PIPELINE EASEMENT
VALERO LINE
TEPPCO LINE
PROP. 50' WIDE TEMPORARY CONSTRUCTION EASEMENT #1
EXIST. 25' WIDE PIPELINE EASEMENT
EXIST. 50' WIDE UTILITY EASEMENT
S75°35'31"W 1202.95'
E/P
CURB
6-72 INLET
HARBOR AVENUE
VALERO LINE
TEPPCO LINE
P.O.B. PROPOSED 25' WIDE PIPELINE EASEMENT
P.O.B. PROP. 50' WIDE TEMP. CONST. EASM. #1
P.O.C. PROPOSED 25' WIDE PIPELINE EASEMENT
P.O.C. PROPOSED VALERO EASEMENT
P.O.C. PROP. 25' WIDE TEMP. CONST. EASEMENT #1 & #2
PROP. 50' WIDE TEMP. CONST. EASEMENT #1 & #2
PROPOSED TEPPCO EASEMENT #1 & EASEMENT #2
PROP. 20' WIDE INGRESS & EGRESS EASEMENT



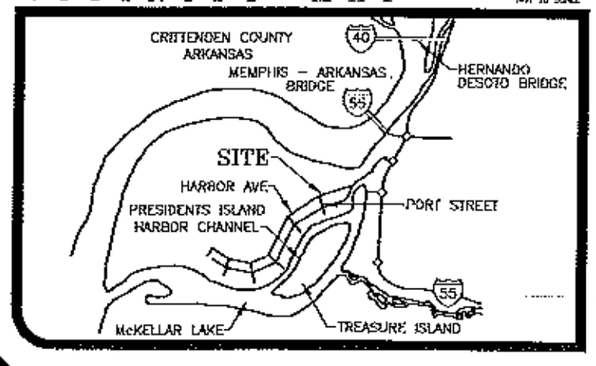




NOTE:
See sheet 2 of 2 for Detail #1

VICINITY MAP

NOT TO SCALE



RELATIVE

RELATIVE BEARINGS

PROPOSED 25' WIDE
PIPELINE EASEMENT
ACROSS PART OF THE
CITY OF MEMPHIS,
COUNTY OF SHELBY
PROPERTY
RECORDED IN
BOOK 1982, PAGE 597
MEMPHIS, SHELBY COUNTY, TENNESSEE
SCALE: 1"=200' DATE: FEBRUARY 07, 2007
LAST REVISD: JULY 17, 2008
SHEET 1 OF 2

200 0 200 400 600
Scale: 1" = 200'

OLLAR SURVEYING COMPANY
3151 U.S. HIGHWAY NO. 64 SUITE 500 EADS, TENNESSEE 38028 PHONE: (901) 658-4127 FAX: (901) 488-8130 EMAIL: MAIL@OLLARSURVEYING.COM

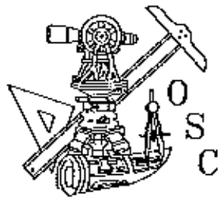
OSC JOB #05075 – 05075EASM1REV5.DWG – T.A.O. (CMY)

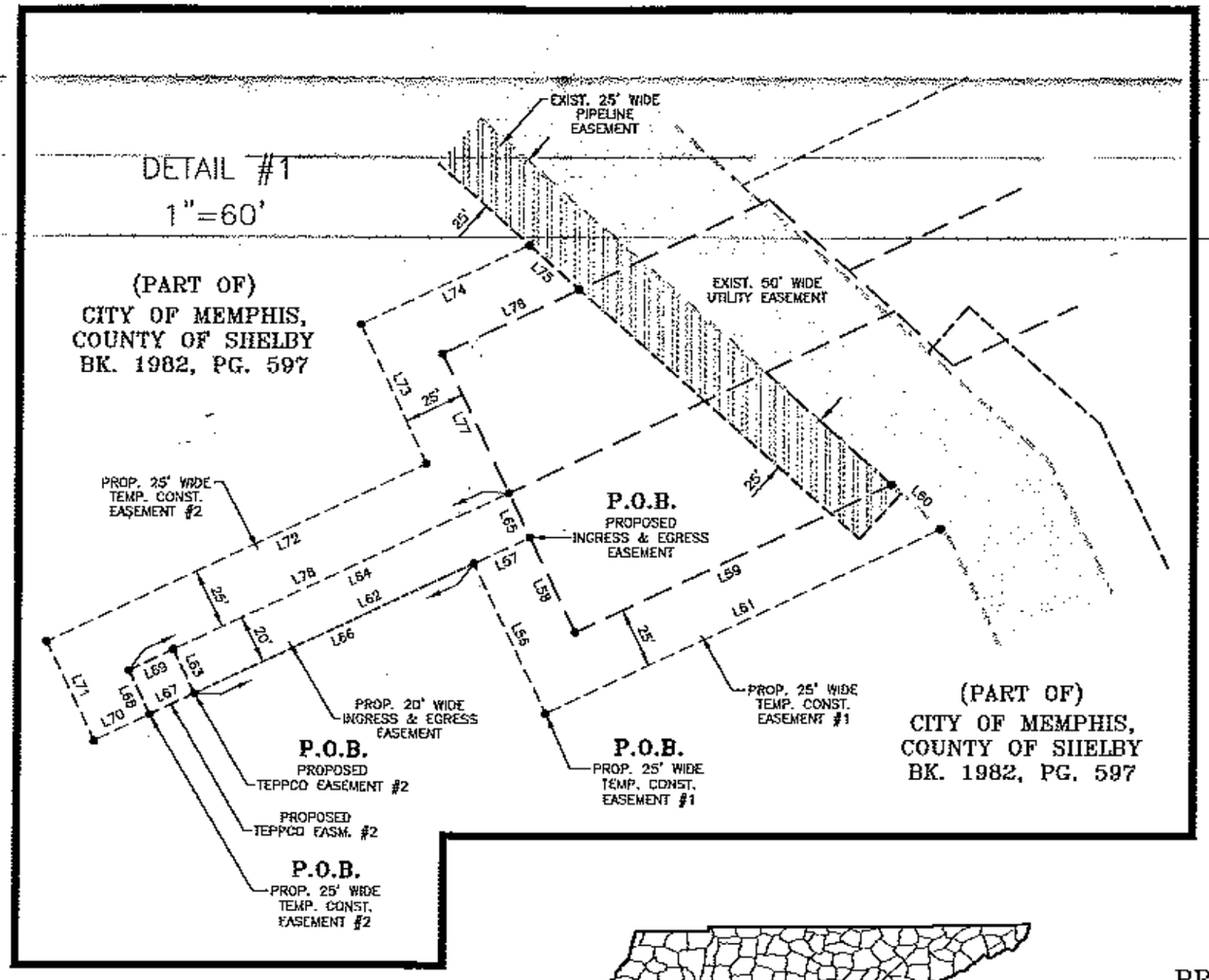
LINE TABLE

LINE	LENGTH	BEARING
L1	171.08	N20°54'10"W
L2	25.15	S75°15'24"W
L3	191.31	N20°54'10"W
L5	841.80	S78°39'47"W
L6	331.10	S70°44'49"W
L7	711.30	N25°27'03"W
L8	93.52'	S64°32'57"W
L9	57.28'	N48°10'34"W
L12	140.65	N64°32'57"E
L13	741.70	S25°27'03"E
L14	310.40	N70°44'49"E
L15	664.67	N78°39'47"E
L16	215.14	S20°54'10"E
L17	120.79	N20°54'10"W
L18	75.44	S75°15'24"W
L19	193.92'	N20°54'10"W
L20	796.06'	S78°39'47"W
L23	372.51	S70°44'49"W
L24	50.29	N25°27'03"W
L25	381.40	N70°44'49"E
L26	50.29	S20°54'10"E
L35	63.00	N25°27'03"W
L36	114.21	N64°32'57"E
L37	68.30	S48°10'34"E
L38	140.59	S64°32'57"W
L39	62.68	N25°27'03"W
L40	145.42	N64°32'57"E
L41	67.95	S48°10'34"E
L42	171.67	S64°32'57"W
L46	260.11	S70°44'49"W
L47	50.29	S70°44'49"W
L48	43.18	N48°10'34"W
L49	214.84	N64°32'57"E
L50	797.13	S25°27'03"E
L54	3.25	S64°32'57"W
L55	11.03	N48°10'34"W

LINE TABLE

L56	68.00	N25°27'03"W
L57	25.00	N64°32'57"E
L58	43.00	S25°27'03"E
L59	140.59	N64°32'57"E
L60	27.10	S48°10'34"E
L61	176.06	S64°32'57"W
L62	150.00	S64°32'57"W
L63	20.00	N25°27'03"W
L64	150.00	N64°32'57"E
L65	20.00	S25°27'03"E
L66	125.00	S64°32'57"W
L67	20.00	S64°32'57"W
L68	20.00	N25°27'03"W
L69	20.00	N64°32'57"E
L70	25.00	S64°32'57"W
L71	45.00	N25°27'03"W
L72	170.00	N64°32'57"E
L73	62.68	N25°27'03"W
L74	75.38	N64°32'57"E
L75	27.10	S48°10'34"E
L76	60.85	S64°32'57"W
L77	62.68	S25°27'03"E
L78	170.00	S64°32'57"W





PROPOSED 25' WIDE PIPELINE EASEMENT
1.349 AC.
58,779 S.F.

PROPOSED 25' WIDE TEMPORARY CONST. EASEMENT #1
0.123 AC.
5,346 S.F.

PROPOSED 25' WIDE TEMPORARY CONST. EASEMENT #2
0.191 AC.
8,332 S.F.

PROPOSED 50' WIDE TEMPORARY CONST. EASEMENT #1
1.651 AC.
71,939 S.F.

PROPOSED 50' WIDE TEMPORARY CONST. EASEMENT #2
1.086 AC.
47,309 S.F.

PROPOSED TEPPCO EASM. #1
0.184 AC.
8,026 S.F.

PROPOSED TEPPCO EASE. #2
0.009 AC.
400 S.F.

PROPOSED 20' WIDE INGRESS & EGRESS EASM.
0.069 AC.
3,000 S.F.

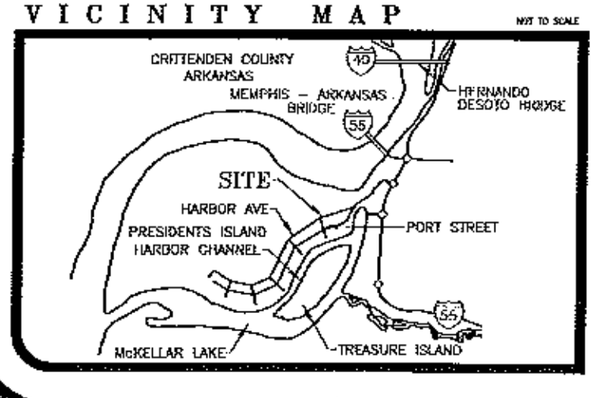
PROPOSED VALERO EASEMENT
0.228 AC.
9,937 S.F.

NOTES:

1. Plat prepared for TEPPCO and VALERO.
2. Bearings shown are relative only.
3. This plat was done under the authority of TCA 62-18-126 and is not a general property survey as defined under rule 0820-3-.07.
4. This survey was prepared without benefit of an abstract of title. No liability is assumed by the undersigned for loss relating to any matter that might be discovered by an abstract or title search of the property.
5. Property is located in Memphis, Shelby County, Tennessee.
6. Distances shown on this plat are in feet and can be converted to meters by multiplying by 0.3048.

VICINITY MAP

NOT TO SCALE



RELATIVE

SHELBY COUNTY, TENNESSEE

CERTIFICATE:

I hereby certify that this plat was calculated in our office using information provided by Memphis and Shelby County Port Authority and some locations made on the ground. Property lines not surveyed at this time.

OLLAR SURVEYING COMPANY

By: _____
William S. Ollar
Partner
Tennessee Certificate No. 314

WILLIAM S. OLLAR
REGISTERED LAND SURVEYOR
No. 314
STATE OF TENNESSEE
DEPARTMENT OF AGRICULTURE
COMMERCE
TENNESSEE NO. 314

RELATIVE

RELATIVE BEARINGS

PROPOSED 25' WIDE
PIPELINE EASEMENT
ACROSS PART OF THE
CITY OF MEMPHIS, COUNTY OF SHELBY
PROPERTY
RECORDED IN
BOOK 1982, PAGE 597
MEMPHIS, SHELBY COUNTY, TENNESSEE
SCALE: 1"=200' DATE: FEBRUARY 07, 2007
LAST REVISD: JULY 17, 2008
SHEET 2 OF 2

200 0 200 400 600
Scale: 1" = 200'

OLLAR SURVEYING COMPANY
3161 U.S. HIGHWAY NO. 64 SUITE 300 BARS, TENNESSEE 38018 PHONE (901) 465-8127 FAX: (901) 466-5130 EMAIL: WMOLLAR@OLLARSURVEYING.COM

OSC JOB #05075 - 05075EASM1REV5.DWG - T.A.O. (CMY)

OLLAR SURVEYING COMPANY
3161 U.S. Highway No. 64, Suit 500
Eads, Tennessee 38028

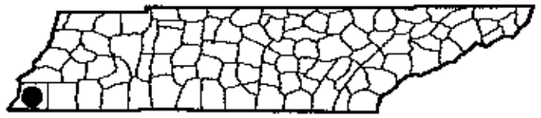
Description of Proposed Temporary Construction Easement across part of the City of Memphis, County of Shelby property recorded in Book 1982, Page 597 in Memphis, Shelby County, Tennessee:

Commencing at a point at the intersection of the north line of Harbor Avenue and a west line of said property recorded in Book 1982, Page 597 and an east line of the APAC-Tennessee, Inc. property recorded in Instrument No. CL-4018; thence north 20 degrees 54 minutes 10 seconds west along a west line of said property recorded in Book 1982, Page 597 and an east line of said property recorded in Instrument No. CL-4018, 121.39 feet to a point, said point being the POINT OF BEGINNING; thence north 20 degrees 54 minutes 10 seconds west along a west line of said property recorded in Book 1982, Page 597 and an east line of said property recorded in Instrument No. CL-4018, 13.66 feet to a point at the southwest corner of the APAC-Tennessee, Inc. property recorded in Instrument No. FF-8778, Parcel II and a north line of said property recorded in Book 1982, Page 597; thence north 75 degrees 35 minutes 31 seconds east along a north line of said property recorded in Book 1982, Page 597 and a south line of said property recorded in Instrument No. FF-8778, Parcel II, 309.95 feet to a point at an internal corner of said property recorded in Instrument No. FF-8778, Parcel II and in an east line of said property recorded in Book 1982, Page 597; thence south 20 degrees 54 minutes 10 seconds east along an east line of said property recorded in Book 1982, Page 597 and a west line of said property recorded in Instrument No. FF-8778, Parcel II, 11.40 feet to a point; thence across said property recorded in Book 1982, Page 597 the following calls: south 74 degrees 13 minutes 22 seconds west, 24.20 feet to a point; south 75 degrees 15 minutes 24 seconds west, 285.51 feet to the POINT OF BEGINNING and containing 3,921 square feet or 0.090 acres of land.

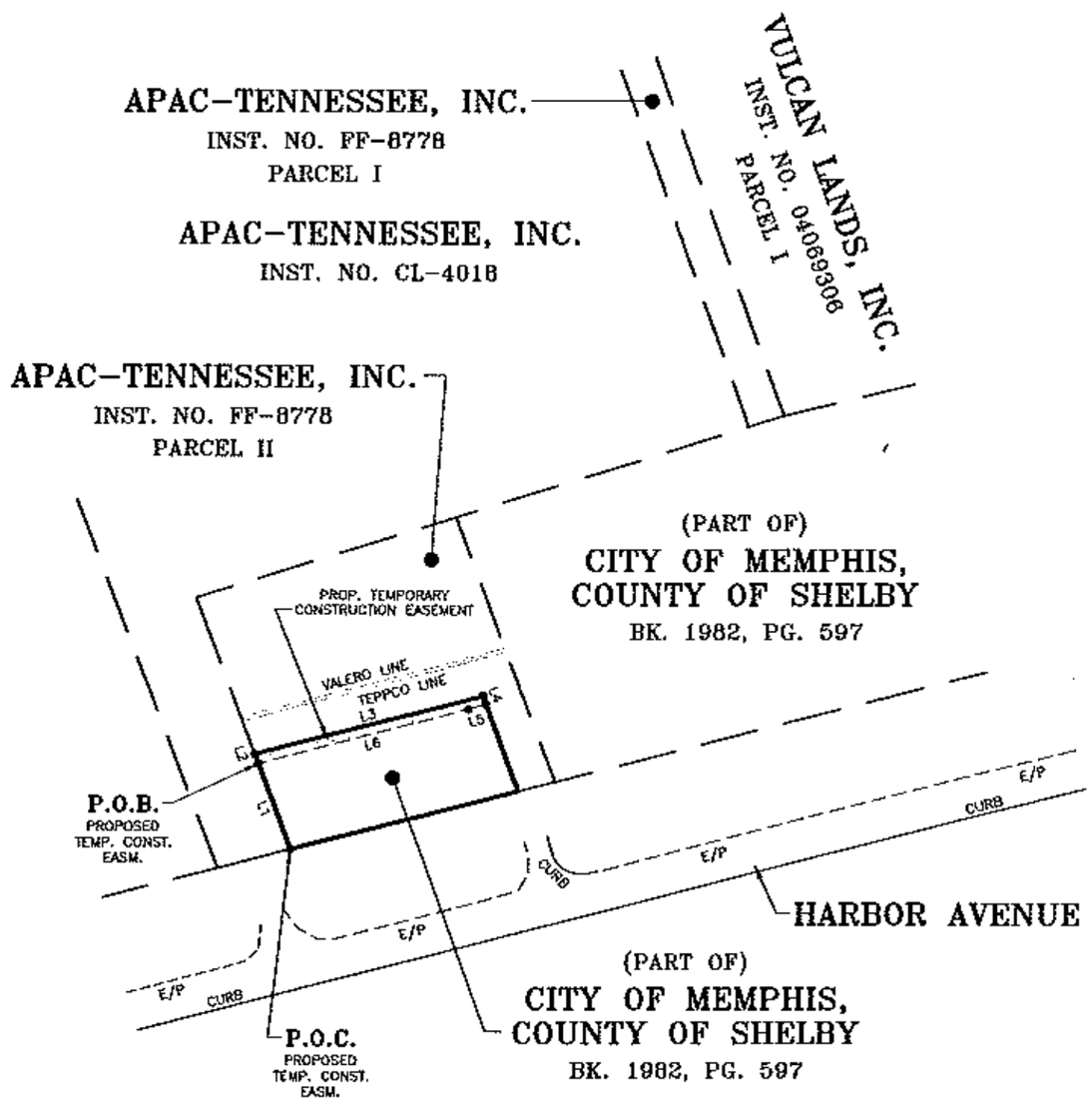
OLLAR SURVEYING COMPANY

By _____ Date
William S. Ollar, RLS,
Partner
Tennessee Certificate No. 314

WILLIAM S. OLLAR
REGISTERED LAND SURVEYOR
XVI
AGRICULTURE
TENNESSEE NO. 314



SHELBY COUNTY, TENNESSEE



PROPOSED TEMPORARY CONSTRUCTION EASEMENT

0.090 AC.

3,921 S.F.

NOTES:

1. Plat prepared for TEPPCO and VALERO.
2. Bearings shown are relative only.
3. This plat was done under the authority of TCA 62–18–126 and is not a general property survey as defined under rule 0820–3–.07.
4. This survey was prepared without benefit of an abstract of title. No liability is assumed by the undersigned for loss relating to any matter that might be discovered by an abstract or title search of the property.
5. Property is located in Memphis, Shelby County, Tennessee.
6. Distances shown on this plat are in feet and can be converted to meters by multiplying by 0.3048.

CERTIFICATE:

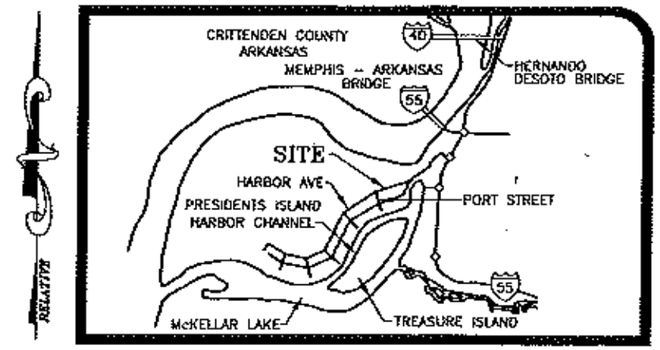
I hereby certify that this plat was calculated in our office using information provided by Memphis and Shelby County Port Authority and some locations made on the ground. Property lines not surveyed at this time.

OLLAR SURVEYING COMPANY

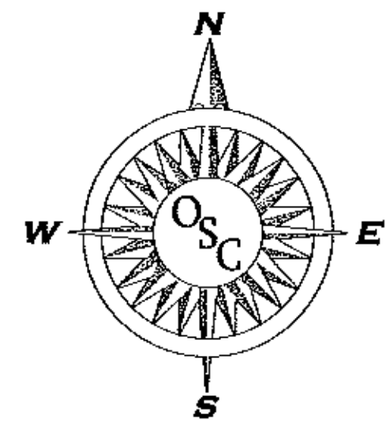
By: [signature] Date

William S. Ollar, R.A.
Partner
Tennessee Certificate No. 314

WILLIAM S. OLLAR
REGISTERED LAND SURVEYOR
XVI
AGRICULTURE
COMMERCE
TENNESSEE NO. 314



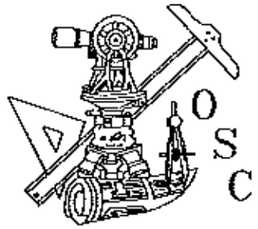
VICINITY MAP



RELATIVE BEARINGS

LINE TABLE

LINE	LENGTH	BEARING
L1	121.39	N20°54'10"W
L2	13.66	N20°54'10"W
L3	309.95	N75°35'31"E
L4	11.40	S20°54'10"E
L5	24.20	S74°13'22"W
L6	285.51	S75°15'24"W



PROPOSED
TEMPORARY CONSTRUCTION EASEMENT
ACROSS PART OF THE

CITY OF MEMPHIS, COUNTY OF SHELBY

PROPERTY
RECORDED IN
BOOK 1982, PAGE 597
MEMPHIS, SHELBY COUNTY, TENNESSEE
SCALE: 1"=200' DATE: FEBRUARY 07, 2007
LAST REVISED: MAY 20, 2008

200 0 200 400 600

Scale: 1" = 200'

OLLAR SURVEYING COMPANY
3161 U.S. HIGHWAY NO. 64 SUITE 500 EADS, TENNESSEE 38028 PHONE: (901) 466–4127 FAX: (901) 466–4130 EMAIL: WALLOLLARSURVEYING.COM

OSC JOB #05075 – 05075EASM1REV5.DWG – T.A.O. (CMY)

OLLAR SURVEYING COMPANY
3161 U.S. Highway No. 64, Suit 500
Eads, Tennessee 38028

Description of Proposed 25' Wide Pipeline Easement across part of the City of Memphis, County of Shelby property recorded in Book 1982, Page 597 in Memphis, Shelby County, Tennessee:

Commencing at a point at the intersection of the north line of Harbor Avenue and a west line of said property recorded in Book 1982, Page 597 and the east line of the APAC-Tennessee, Inc. property recorded in Instrument No. FF-8778, Parcel II; thence north 20 degrees 54 minutes 10 seconds west along a west line of said property recorded in Book 1982, Page 597 and the east line of said property recorded in Instrument No. FF-8778, Parcel II, 175.06 feet to a point, said point being the POINT OF BEGINNING; thence north 20 degrees 54 minutes 10 seconds west along a west line of said property recorded in Book 1982, Page 597 and the east line of said property recorded in Instrument No. FF-8778, Parcel II, 25.10 feet to a point; thence north 74 degrees 13 minutes 22 seconds east across said property recorded in Book 1982, Page 597, 752.94 feet to a point in an east line of said property recorded in Book 1982, Page 597; thence south 20 degrees 14 minutes 28 seconds east along an east line of said property recorded in Book 1982, Page 597, 25.08 feet to a point; thence south 74 degrees 13 minutes 22 seconds west across said property recorded in Book 1982, Page 597, 752.65 feet to the POINT OF BEGINNING and containing 18,820 square feet or 0.432 acres of land.

OLLAR SURVEYING COMPANY

WILLIAM S. OLLAR
REGISTERED LAND SURVEYOR
XVI
TENNESSEE NO. 314

By _____
William S. Ollar, RLS, Date
Partner
Tennessee Certificate No. 314

OLLAR SURVEYING COMPANY
3161 U.S. Highway No. 64, Suit 500
Eads, Tennessee 38028

Description of Proposed 50' Wide Temporary Construction Easement across part of the City of Memphis, County of Shelby property recorded in Book 1982, Page 597 in Memphis, Shelby County, Tennessee:

Commencing at a point at the intersection of the north line of Harbor Avenue and a west line of said property recorded in Book 1982, Page 597 and the east line of the APAC-Tennessee, Inc. property recorded in Instrument No. FF-8778, Parcel II; thence north 20 degrees 54 minutes 10 seconds west along a west line of said property recorded in Book 1982, Page 597 and the east line of said property recorded in Instrument No. FF-8778, Parcel II, 124.85 feet to a point, said point being the POINT OF BEGINNING; thence north 20 degrees 54 minutes 10 seconds west along a west line of said property recorded in Book 1982, Page 597 and the east line of said property recorded in Instrument No. FF-8778, Parcel II, 50.20 feet to a point; thence north 74 degrees 13 minutes 22 seconds east across said property recorded in Book 1982, Page 597, 752.65 feet to a point in an east line of said property recorded in Book 1982, Page 597; thence south 20 degrees 14 minutes 28 seconds east along an east line of said property recorded in Book 1982, Page 597, 50.15 feet to a point; thence south 74 degrees 13 minutes 22 seconds west across said property recorded in Book 1982, Page 597, 752.07 feet to the POINT OF BEGINNING and containing 37,618 square feet or 0.864 acres of land.

OLLAR SURVEYING COMPANY

By _____
William S. Ollar, RLS, Date
Partner
Tennessee Certificate No. 314

WILLIAM S. OLLAR
REGISTERED LAND SURVEYOR
XVI
AGRICULTURE
TENNESSEE NO. 314

OLLAR SURVEYING COMPANY
3161 U.S. Highway No. 64, Suit 500
Eads, Tennessee 38028

Description of Proposed 25' Wide Temporary Construction Easement across part of the City of Memphis, County of Shelby property recorded in Book 1982, Page 597 in Memphis, Shelby County, Tennessee:

Commencing at a point at the intersection of the north line of Harbor Avenue and a west line of said property recorded in Book 1982, Page 597 and the east line of the APAC-Tennessee, Inc. property recorded in Instrument No. FF-8778, Parcel II; thence north 20 degrees 54 minutes 10 seconds west along a west line of said property recorded in Book 1982, Page 597 and the east line of said property recorded in Instrument No. FF-8778, Parcel II, 200.16 feet to a point, said point being the POINT OF BEGINNING; thence north 20 degrees 54 minutes 10 seconds west along a west line of said property recorded in Book 1982, Page 597 and the east line of said property recorded in Instrument No. FF-8778, Parcel II, 25.10 feet to a point; thence across said property recorded in Book 1982, Page 597 the following calls: north 74 degrees 13 minutes 22 seconds east, 91.46 feet to a point; south 15 degrees 46 minutes 38 seconds east, 25.00 feet to a point; south 74 degrees 13 minutes 22 seconds west, 89.22 feet to the POINT OF BEGINNING and containing 2,258 square feet or 0.052 acres of land.

OLLAR SURVEYING COMPANY

By _____ 10/7/07
William S. Ollar, RLS, Date
Partner
Tennessee Certificate No. 314

WILLIAM S. OLLAR
REGISTERED LAND SURVEYOR
XVI
AGRICULTURE
TENNESSEE NO. 314

CERTIFICATE:

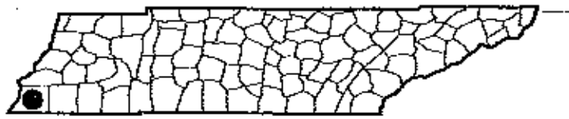
I hereby certify that this plat was calculated in our office using information provided by Memphis and Shelby County Port Authority and some locations made on the ground. Property lines not surveyed at this time.

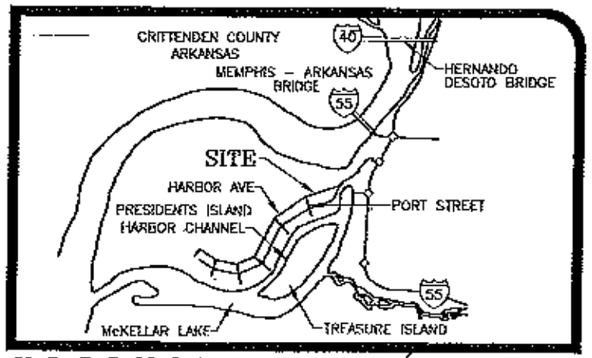
OLLAR SURVEYING COMPANY

WILLIAM S. OLLAR REGISTERED LAND SURVEYOR XVI TENNESSEE NO. 314

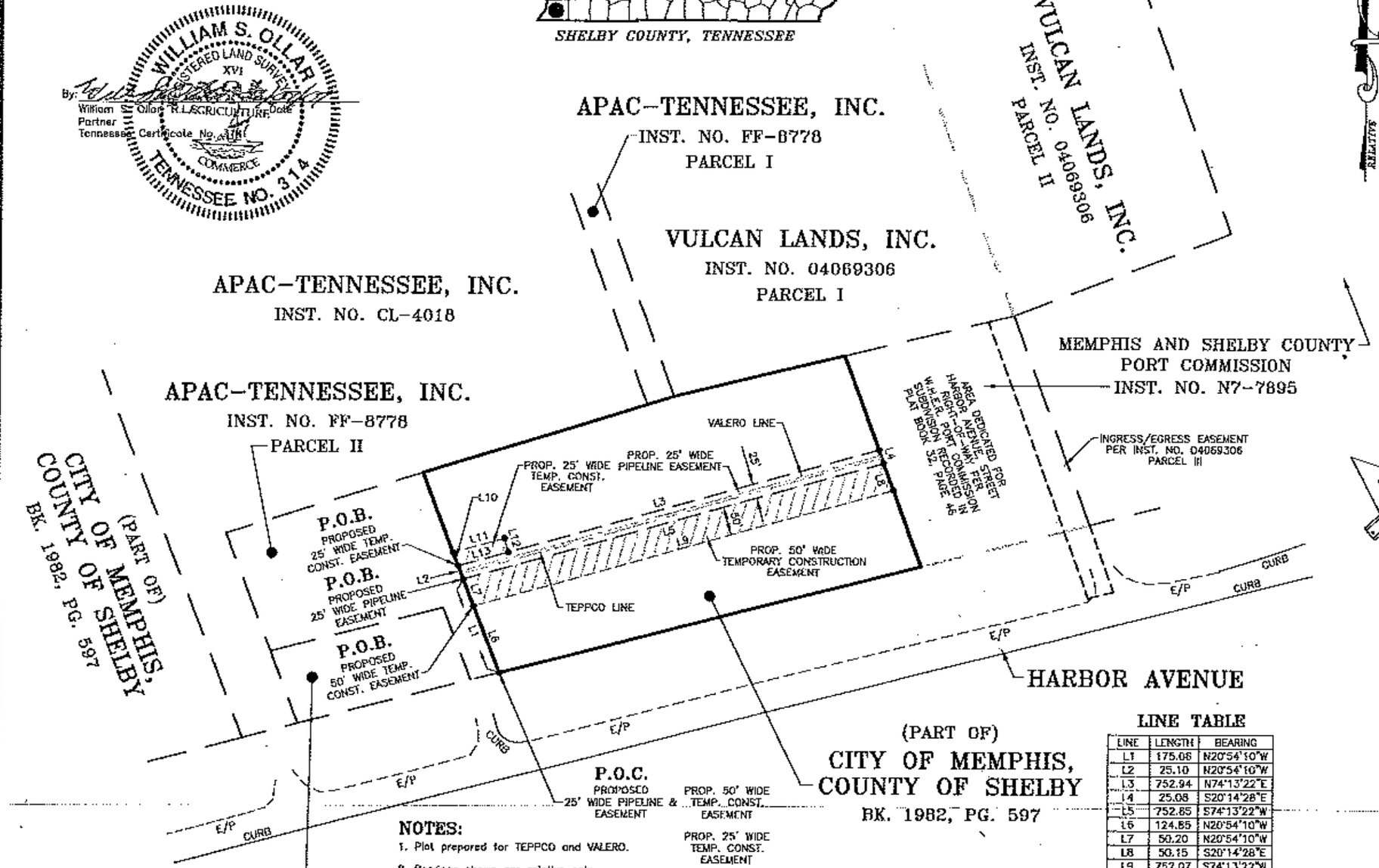
By: _____ Date

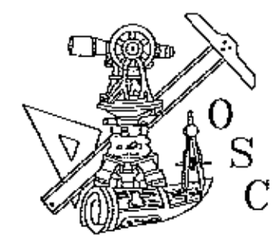
William S. Ollar R.L.S. Partner Tennessee Certificate No. 314

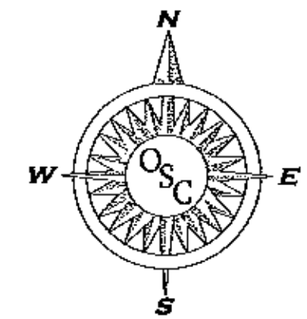




VICINITY MAP







RELATIVE BEARINGS

LINE TABLE

LINE	LENGTH	BEARING
L1	175.08	N20°54'10"W
L2	25.10	N20°54'10"W
L3	752.94	N74°13'22"E
L4	25.08	S20°14'28"E
L5	752.85	S74°13'22"W
L6	124.85	N20°54'10"W
L7	50.20	N20°54'10"W
L8	50.15	S20°14'28"E
L9	752.07	S74°13'22"W
L10	25.10	N20°54'10"W
L11	91.46	N74°13'22"E
L12	25.00	S15°46'38"E
L13	89.22	S74°13'22"W

NOTES:

1. Plat prepared for TEPPCO and VALERO.
2. Bearings shown are relative only.
3. This plat was done under the authority of TCA 62–18–125 and is not a general property survey as defined under rule 0820–3–07.
4. This survey was prepared without benefit of an abstract of title. No liability is assumed by the undersigned for loss relating to any matter that might be discovered by an abstract or title search of the property.
5. Property is located in Memphis, Shelby County, Tennessee.
6. Distances shown on this plat are in feet and can be converted to meters by multiplying by 0.3048.

PROPOSED 25' WIDE PIPELINE EASEMENT	PROPOSED 50' WIDE TEMPORARY CONSTRUCTION EASEMENT	PROPOSED 25' WIDE TEMPORARY CONSTRUCTION EASEMENT
0.432 AC.	0.864 AC.	0.052 AC.
18,820 S.F.	37,618 S.F.	2,258 S.F.

PROPOSED 25' WIDE PIPELINE EASEMENT ACROSS PART OF THE CITY OF MEMPHIS, COUNTY OF SHELBY PROPERTY RECORDED IN BOOK 1982, PAGE 597 MEMPHIS, SHELBY COUNTY, TENNESSEE

SCALE: 1"=200' DATE: FEBRUARY 07, 2007

LAST REVISED: MAY 20, 2008

200 0 200 400 600

Scale: 1" = 200'

OLLAR SURVEYING COMPANY

3161 U.S. HIGHWAY NO. 64 SUITE 500 BARS, TENNESSEE 38028 PHONE: (901) 464-8132 FAX: (901) 465-4127 EMAIL: WILLIAM@OLLARSURVEYING.COM

OSC JOB #05075 – 05075EASMTREV5.DWG – T.A.O. (CMY)

OLLAR SURVEYING COMPANY
3161 U.S. Highway No. 64, Suit 500
Eads, Tennessee 38028

Description of Proposed 25' Wide Pipeline Easement across part of the W.H.E.R. Port Commission Subdivision recorded in Plat Book 32, Page 46 in Memphis, Shelby County, Tennessee:

Commencing at a point at the southeast corner of the Vulcan Lands, Inc. property recorded in Instrument No. 04069306, Parcel I and the southwest corner of Parcel II of said property recorded in Instrument No. 04069306; thence south 76 degrees 16 minutes 19 seconds west along the south line of said property recorded in Instrument No. 04069306, Parcel 1, 300.00 feet to a point in the west line of said subdivision recorded in Plat Book 32, Page 46; thence south 20 degrees 14 minutes 28 seconds east along the west line of said subdivision recorded in Plat Book 32, Page 46, 175.36 feet to a point, said point being the POINT OF BEGINNING; thence north 74 degrees 13 minutes 22 seconds east across said subdivision recorded in Plat Book 32, Page 46, 298.97 feet to a point in the east line of said subdivision recorded in Plat Book 32, Page 46; thence south 20 degrees 14 minutes 28 seconds east along the east line of said subdivision recorded in Plat Book 32, Page 46, 25.08 feet to a point; thence south 74 degrees 13 minutes 22 seconds west across said subdivision recorded in Plat Book 32, Page 46, 298.97 feet to a point in the west line of said subdivision recorded in Plat Book 32, Page 46; thence north 20 degrees 14 minutes 28 seconds west along the west line of said subdivision recorded in Plat Book 32, Page 46, 25.08 feet to the POINT OF BEGINNING and containing 7,474 square feet or 0.172 acres of land.

OLLAR SURVEYING COMPANY

By _____ Date
William S. Ollar, RLS
Partner
Tennessee Certificate No. 314

WILLIAM S. OLLAR
REGISTERED LAND SURVEYOR
XVI
AGRICULTURE
COMMERCE
TENNESSEE NO. 314

OLLAR SURVEYING COMPANY
3161 U.S. Highway No. 64, Suit 500
Eads, Tennessee 38028

Description of Proposed 50' Wide Temporary Construction Easement across part of the W.H.E.R. Port Commission Subdivision recorded in Plat Book 32, Page 46 in Memphis, Shelby County, Tennessee:

Commencing at a point at the southeast corner of the Vulcan Lands, Inc. property recorded in Instrument No. 04069306, Parcel I and the southwest corner of Parcel II of said property recorded in Instrument No. 04069306; thence south 76 degrees 16 minutes 19 seconds west along the south line of said property recorded in Instrument No. 04069306, Parcel I, 300.00 feet to a point in the west line of said subdivision recorded in Plat Book 32, Page 46; thence south 20 degrees 14 minutes 28 seconds east along the west line of said subdivision recorded in Plat Book 32, Page 46, 200.44 feet to a point, said point being the POINT OF BEGINNING; thence north 74 degrees 13 minutes 22 seconds east across said subdivision recorded in Plat Book 32, Page 46, 298.97 feet to a point in the east line of said subdivision recorded in Plat Book 32, Page 46; thence south 20 degrees 14 minutes 28 seconds east along the east line of said subdivision recorded in Plat Book 32, Page 46, 50.15 feet to a point; thence south 74 degrees 13 minutes 22 seconds west across said subdivision recorded in Plat Book 32, Page 46, 298.97 feet to a point in the west line of said property recorded in Plat Book 32, Page 46; thence north 20 degrees 14 minutes 28 seconds west along the west line of said property recorded in Plat Book 32, Page 46, 50.15 feet to the POINT OF BEGINNING and containing 14,948 square feet or 0.343 acres of land.

OLLAR SURVEYING COMPANY

By _____ Date
William S. Ollar, RLS,
Partner
Tennessee Certificate Number 314

WILLIAM S. OLLAR
REGISTERED LAND SURVEYOR
XVI
TENNESSEE NO. 314

OLLAR SURVEYING COMPANY
3161 U.S. Highway No. 64, Suit 500
Eads, Tennessee 38028

Description of Proposed 25' Wide Temporary Construction Easement #1 across part of the W.H.E.R. Port Commission Subdivision recorded in Plat Book 32, Page 46 in Memphis, Shelby County, Tennessee:

Commencing at a point at the southeast corner of the Vulcan Lands, Inc. property recorded in Instrument No. 04069306, Parcel I and the southwest corner of Parcel II of said property recorded in Instrument No. 04069306; thence south 20 degrees 14 minutes 28 seconds east along the east line of said subdivision recorded in Plat Book 32, Page 46, 139.52 feet to a point, said point being the POINT OF BEGINNING; thence south 20 degrees 14 minutes 28 seconds east along the east line of said subdivision recorded in Plat Book 32, Page 46, 25.08 feet to a point; thence across said subdivision recorded in Plat Book 32, Page 46 the following calls: south 74 degrees 13 minutes 22 seconds west, 11.83 feet to a point; north 21 degrees 35 minutes 10 seconds west, 25.13 feet to a point; north 74 degrees 13 minutes 22 seconds east, 12.42 feet to the POINT OF BEGINNING and containing 303 square feet or 0.007 acres of land.

OLLAR SURVEYING COMPANY

By _____ Date
William S. Ollar, RLS,
Partner
Tennessee Certificate No. 314

WILLIAM S. OLLAR
REGISTERED LAND SURVEYOR
XVI
AGRICULTURE
TENNESSEE NO. 314

OLLAR SURVEYING COMPANY
3161 U.S. Highway No. 64, Suit 500
Eads, Tennessee 38028

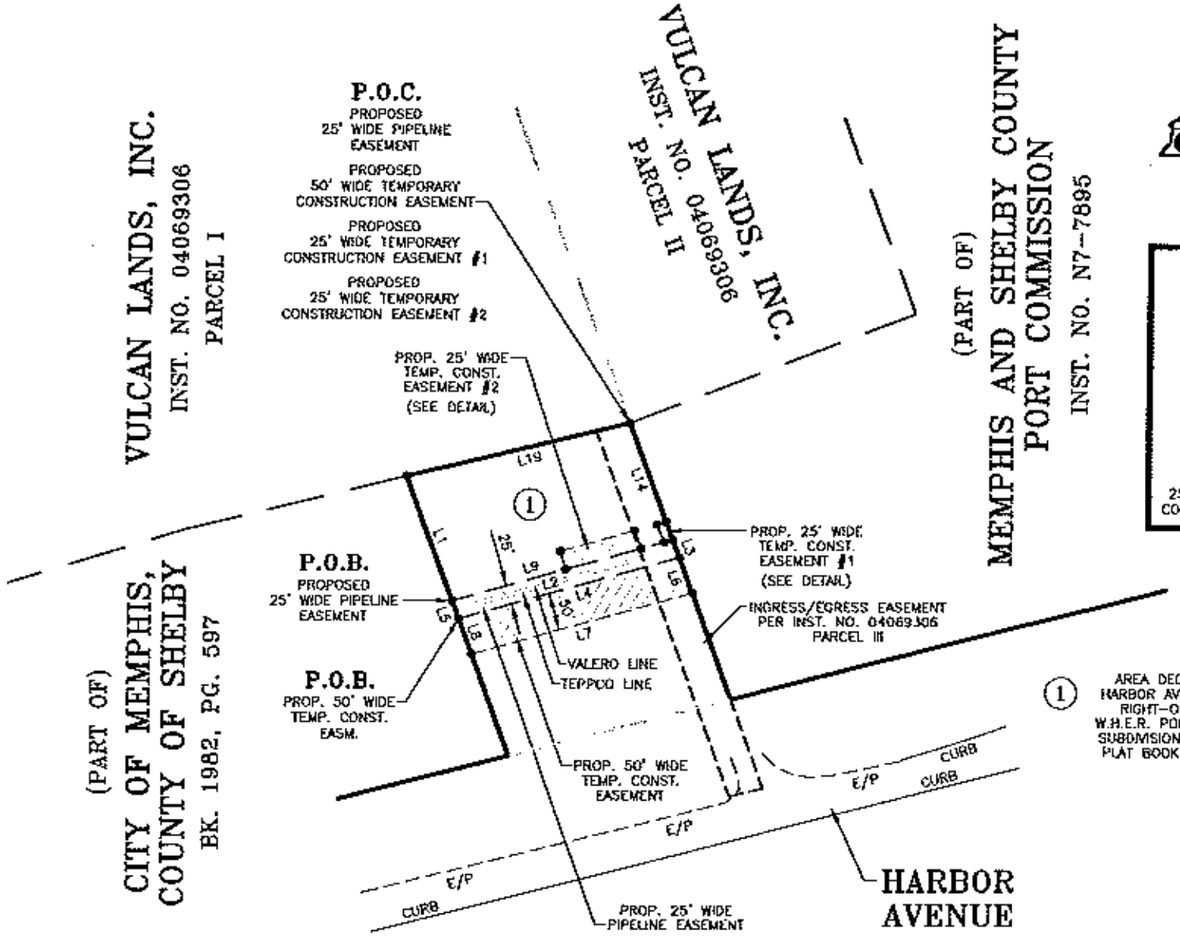
Description of Proposed 25' Wide Temporary Construction Easement #2 across part of the W.H.E.R. Port Commission Subdivision recorded in Plat Book 32, Page 46 in Memphis, Shelby County, Tennessee:

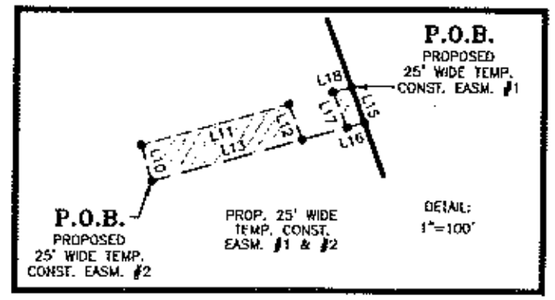
Commencing at a point at the southeast corner of the Vulcan Lands, Inc. property recorded in Instrument No. 04069306, Parcel I and the southwest corner of Parcel II of said property recorded in Instrument No. 04069306; thence south 76 degrees 16 minutes 19 seconds west along the south line of said property recorded in Instrument No. 04069306, Parcel I, 300.00 feet to a point in the west line of said subdivision recorded in Plat Book 32, Page 46; thence south 20 degrees 14 minutes 28 seconds east along the west line of said subdivision recorded in Plat Book 32, Page 46, 175.36 feet to a point; thence north 74 degrees 13 minutes 22 seconds east across said subdivision recorded in Plat Book 32, Page 46, 154.25 feet to a point, said point being the POINT OF BEGINNING; thence across said subdivision recorded in Plat Book 32, Page 46 the following calls: north 15 degrees 46 minutes 38 seconds west, 25.00 feet to a point; north 74 degrees 13 minutes 22 seconds east, 100.00 feet to a point; south 21 degrees 09 minutes 34 seconds east, 25.11 feet to a point; south 74 degrees 13 minutes 22 seconds west, 102.36 feet to the POINT OF BEGINNING and containing 2,529 square feet or 0.058 acres of land.

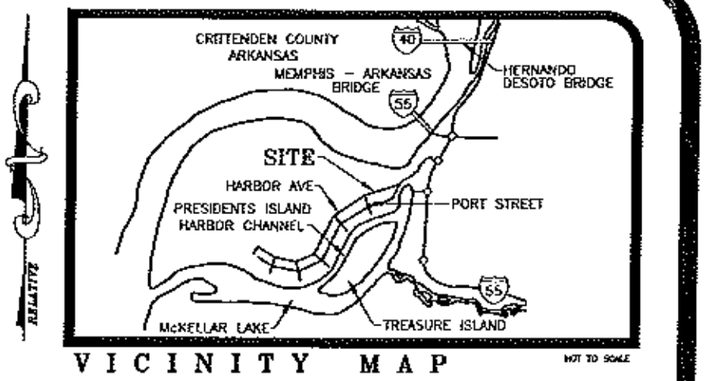
OLLAR SURVEYING COMPANY

By _____ Date
William S. Ollar, RLS,
Partner
Tennessee Certificate No. 314

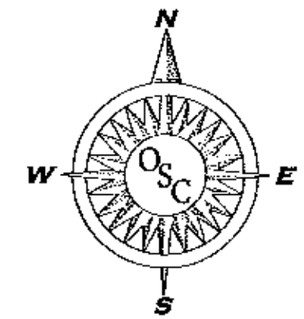
WILLIAM S. OLLAR
REGISTERED LAND SURVEYOR
XVI
AGRICULTURE
TENNESSEE NO. 314







VICINITY MAP



RELATIVE BEARINGS

(1) AREA DEDICATED FOR HARBOR AVENUE, STREET RIGHT-OF-WAY PER W.H.E.R. PORT COMMISSION SUBDIVISION RECORDED IN PLAT BOOK 32, PAGE 46

LINE TABLE

LINE	LENGTH	BEARING
L1	175.36'	S20°14'28"E
L2	298.97'	N74°13'22"E
L3	25.08	S20°14'28"E
L4	298.97	S74°13'22"W
L5	25.08	N20°14'28"W
L6	50.15	S20°14'28"E
L7	298.97	S74°13'22"W
L8	50.15	N20°14'28"W
L9	154.25	N74°13'22"E
L10	25.00	N15°46'38"W
L11	100.00	N74°13'22"E
L12	25.11	S21°09'34"E
L13	102.36	S74°13'22"W
L14	139.52	S20°14'28"E
L15	25.08	S20°14'28"E
L16	11.83	S74°13'22"W
L17	25.13	N21°35'10"W
L18	12.42	N74°13'22"E
L19	300.00	S78°16'19"W

CERTIFICATE:

I hereby certify that this plat was calculated in our office using information provided by Memphis and Shelby County Port Authority and some locations made on the ground. Property lines not surveyed at this time.

OLLAR SURVEYING COMPANY

By: _____ Date

William S. Ollar, R.L.S.
Partner
Tennessee Certificate No. 314

WILLIAM S. OLLAR
REGISTERED LAND SURVEYOR
XVI
COMMERCE
TENNESSEE NO. 314

NOTES:

1. Plat prepared for TEPPCO and VALERO.
2. Bearings shown are relative only.
3. This plat was done under the authority of TCA 62-18-126 and is not a general property survey as defined under rule 0820-3-.07.
4. This survey was prepared without benefit of an abstract of title. No liability is assumed by the undersigned for loss relating to any matter that might be discovered by an abstract or title search of the property.
5. Property is located in Memphis, Shelby County, Tennessee.
6. Distances shown on this plat are in feet and can be converted to meters by multiplying by 0.3048.

PROPOSED 25' WIDE PIPELINE EASEMENT ACROSS PART OF THE W.H.E.R. PORT COMMISSION SUBDIVISION

RECORDED IN
PLAT BOOK 32, PAGE 46
MEMPHIS, SHELBY COUNTY, TENNESSEE
SCALE: 1"=200' DATE: FEBRUARY 07, 2007
LAST REVISED: JUNE 5, 2008

PROPOSED 25' WIDE PIPELINE EASEMENT	PROPOSED 50' WIDE TEMPORARY CONSTRUCTION EASEMENT	PROPOSED 25' WIDE TEMPORARY CONST. EASEMENT #1	PROPOSED 25' WIDE TEMPORARY CONST. EASEMENT #2
0.172 AC.	0.343 AC.	0.007 AC.	0.058 AC.
7,474 S.F.	14,948 S.F.	303 S.F.	2,529 S.F.

200 0 200 400 600
Scale: 1" = 200'

OLLAR SURVEYING COMPANY
3161 U.S. HIGHWAY NO. 64 SUITE 500 BARTLETT, TENNESSEE 38028 PHONE: (901) 456-4127 FAX: (901) 456-4130 EMAIL: MAIL@OLLARSURVEYING.COM

OSC JOB #05075 - 05075EASM1REV5.DWG - T.A.O. (CMY)

OLLAR SURVEYING COMPANY
3161 U.S. Highway No. 64, Suit 500
Eads, Tennessee 38028

Description of Proposed 25' Wide Pipeline Easement across part of the Memphis and Shelby County Port Commission property recorded in Instrument No. N7-7895 in Memphis, Shelby County, Tennessee:

Commencing at a point at the intersection of the northwest line of Jack Carley Causeway and a northeast line of said property recorded in Instrument No. N7-7895 and the southwest line of the Lone Star Industries, Inc. property recorded in Instrument No. KN-1403; thence northwestwardly along a northeast line of said property recorded in Instrument No. N7-7895 and the southwest line of said property recorded in Instrument No. KN-1403 the following calls: north 86 degrees 16 minutes 16 seconds west, 16.97 feet to a point; north 60 degrees 03 minutes 38 seconds west, 249.54 feet to a point, said point being the POINT OF BEGINNING; thence across said property recorded in Instrument No. N7-7895 the following calls: south 15 degrees 59 minutes 57 seconds west, 25.75 feet to a point; south 51 degrees 27 minutes 53 seconds west, 1869.45 feet to a point; south 74 degrees 13 minutes 22 seconds west, 1040.15 feet to a point in a west line of said property recorded in Instrument No. N7-7895; thence north 20 degrees 14 minutes 28 seconds west along a west line of said property recorded in Instrument No. N7-7895, 25.08 feet to a point; thence across said property recorded in Instrument No. N7-7895 the following calls: north 74 degrees 13 minutes 22 seconds east, 1037.07 feet to a point; north 51 degrees 27 minutes 53 seconds east, 1856.42 feet to a point; north 15 degrees 59 minutes 57 seconds east, 23.96 feet to a point in a northeast line of said property recorded in Instrument No. N7-7895 and the southwest line of said property recorded in Instrument No. KN-1403; thence south 60 degrees 03 minutes 38 seconds east along a northeast line of said property recorded in Instrument No. N7-7895 and the southwest line of said property recorded in Instrument No. KN-1403, 25.76 feet to the POINT OF BEGINNING and containing 73,160 square feet or 1.679 acres of land.

OLLAR SURVEYING COMPANY

WILLIAM S. OLLAR
REGISTERED LAND SURVEYOR
XVI
TENNESSEE NO. 314

By _____ Date
William S. Ollar, RLS,
Partner
Tennessee Certificate No. 314

OLLAR SURVEYING COMPANY
3161 U.S. Highway No. 64, Suit 500
Eads, Tennessee 38028

Description of Proposed 50' Wide Temporary Construction Easement across part of the Memphis and Shelby County Port Commission property recorded in Instrument No. N7-7895 in Memphis, Shelby County, Tennessee:

Commencing at a point at the intersection of the northwest line of Jack Carley Causeway and a northeast line of said property recorded in Instrument No. N7-7895 and the southwest line of the Lone Star Industries, Inc. property recorded in Instrument No. KN-1403; thence northwestwardly along a northeast line of said property recorded in Instrument No. N7-7895 and the southwest line of said property recorded in Instrument No. KN-1403 the following calls: north 86 degrees 16 minutes 16 seconds west, 16.97 feet to a point; north 60 degrees 03 minutes 38 seconds west, 198.02 feet to a point, said point being the POINT OF BEGINNING; thence across said property recorded in Instrument No. N7-7895 the following calls: south 15 degrees 59 minutes 57 seconds west, 29.33 feet to a point; south 51 degrees 27 minutes 53 seconds west, 1895.50 feet to a point; south 74 degrees 13 minutes 22 seconds west, 1046.31 feet to a point in a west line of said property recorded in Instrument No. N7-7895; thence north 20 degrees 14 minutes 28 seconds west along a west line of said property recorded in Instrument No. N7-7895, 50.15 feet to a point; thence across said property recorded in Instrument No. N7-7895 the following calls: north 74 degrees 13 minutes 22 seconds east, 1040.15 feet to a point; north 51 degrees 27 minutes 53 seconds east, 1869.45 feet to a point; north 15 degrees 59 minutes 57 seconds east, 25.75 feet to a point in a northeast line of said property recorded in Instrument No. N7-7895 and the southwest line of said property recorded in Instrument No. KN-1403; thence south 60 degrees 03 minutes 38 seconds east along a northeast line of said property recorded in Instrument No. N7-7895 and the southwest line of said property recorded in Instrument No. KN-1403, 51.52 feet to the POINT OF BEGINNING and containing 147,662 square feet or 3.390 acres of land.

OLLAR SURVEYING COMPANY

By _____
William S. Ollar, RLS, Date
Partner
Tennessee Certificate No. 314

WILLIAM S. OLLAR
REGISTERED LAND SURVEYOR
XVI
AGRICULTURE
TENNESSEE NO. 314

OLLAR SURVEYING COMPANY
3161 U.S. Highway No. 64, Suit 500
Eads, Tennessee 38028

Description of Proposed 25' Wide Temporary Construction Easement across part of the Memphis and Shelby County Port Commission property recorded in Instrument No. N7-7895 in Memphis, Shelby County, Tennessee:

Commencing at a point at the intersection of the northwest line of Jack Carley Causeway and a northeast line of said property recorded in Instrument No. N7-7895 and the southwest line of the Lone Star Industries, Inc. property recorded in Instrument No. KN-1403; thence northwestwardly along a northeast line of said property recorded in Instrument No. N7-7895 and the southwest line of said property recorded in Instrument No. KN-1403 the following calls: north 86 degrees 16 minutes 16 seconds west, 16.97 feet to a point; north 60 degrees 03 minutes 38 seconds west, 275.30 feet to a point; thence across said property recorded in Instrument No. N7-7895 the following calls: south 15 degrees 59 minutes 57 seconds west, 23.96 feet to a point; south 51 degrees 27 minutes 53 seconds west, 1856.42 feet to a point; south 74 degrees 13 minutes 22 seconds west, 951.45 feet to a point, said point being the POINT OF BEGINNING; thence south 74 degrees 13 minutes 22 seconds west across said property recorded in Instrument No. N7-7895, 85.63 feet to a point in a west line of said property recorded in Instrument No. N7-7895; thence north 20 degrees 14 minutes 28 seconds west along a west line of said property recorded in Instrument No. N7-7895, 25.08 feet to a point; thence across said property recorded in Instrument No. N7-7895 the following calls: north 74 degrees 13 minutes 22 seconds east, 87.58 feet to a point; south 15 degrees 46 minutes 38 seconds east, 25.00 feet to the POINT OF BEGINNING and containing 2,165 square feet or 0.050 acres of land.

OLLAR SURVEYING COMPANY

By _____ Date
William S. Ollar, RLS,
Partner
Tennessee Certificate No. 314

WILLIAM S. OLLAR
REGISTERED LAND SURVEYOR
XVI
AGRICULTURE
TENNESSEE NO. 314

NOTES:

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2. Bearings shown are relative only.
3. This plat was done under the authority of TCA 62-18-126 and is not a general property survey as defined under rule 0820-3-.07.
4. This survey was prepared without benefit of an abstract of title. No liability is assumed by the undersigned for loss relating to any matter that might be discovered by an abstract or title search of the property.
5. Property is located in Memphis, Shelby County, Tennessee.
6. Distances shown on this plat are in feet and can be converted to meters by multiplying by 0.3048.

CERTIFICATE:

I hereby certify that this plat was calculated in our office using information provided by Memphis and Shelby County Port Authority and some locations made on the ground. Property lines not surveyed at this time.

OLLAR SURVEYING COMPANY

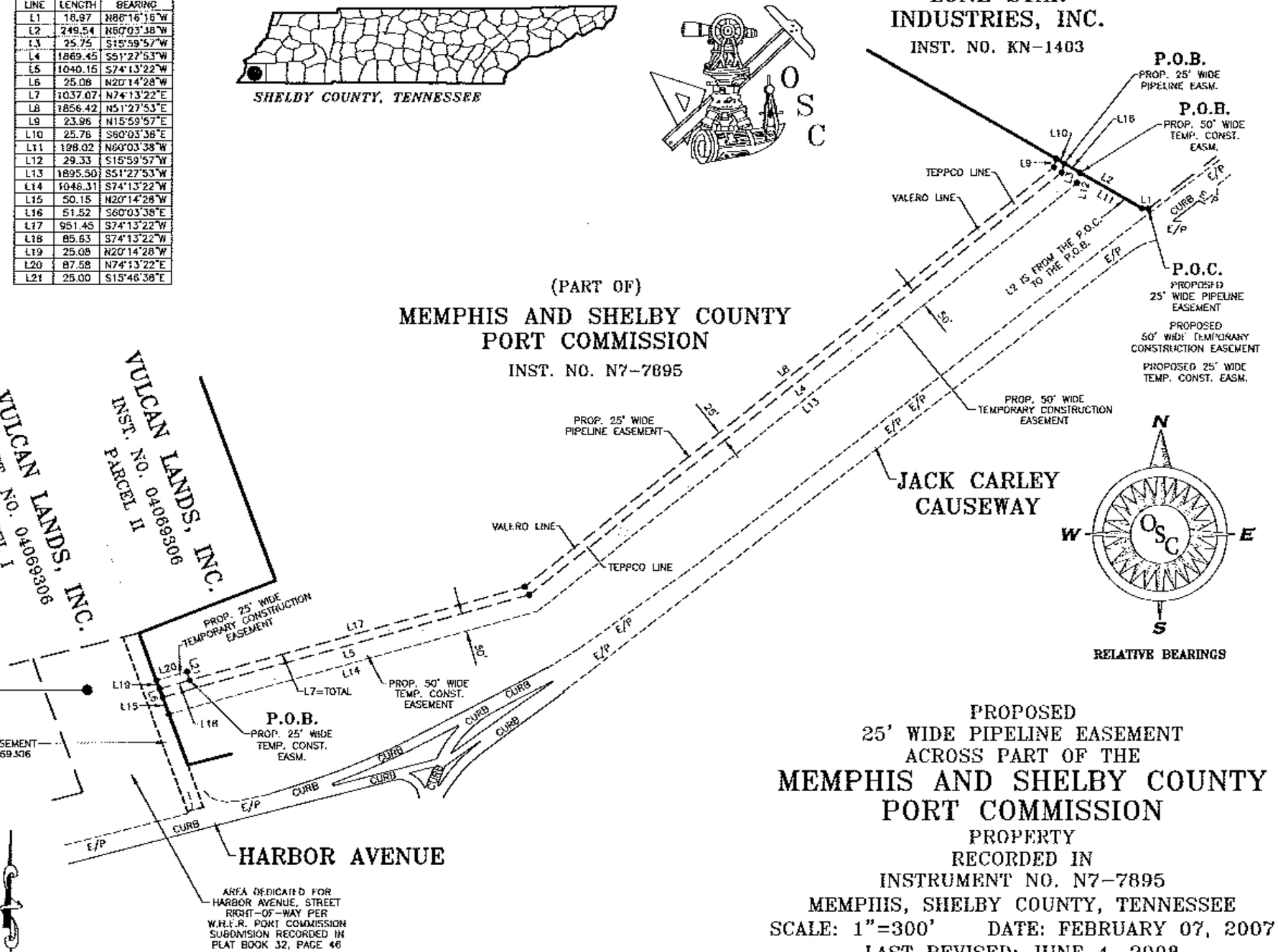
WILLIAM S. OLLAR REGISTERED LAND SURVEYOR XVI TENNESSEE NO. 314

By: _____ Date

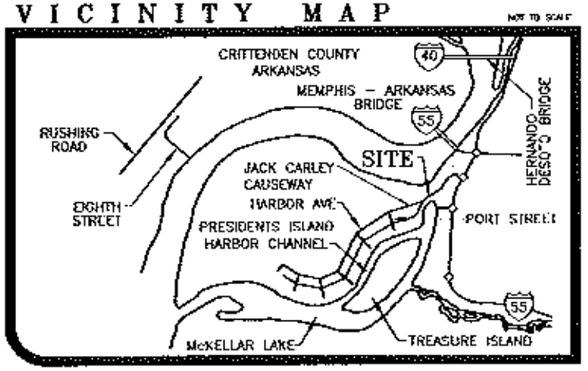
William S. Ollar, R.L.S.
Partner
Tennessee Certificate No. 314

LINE TABLE

LINE	LENGTH	BEARING
L1	18.97	N86°16'15"W
L2	249.54	N60°03'38"W
L3	25.75	S15°59'57"W
L4	1869.45	S51°27'53"W
L5	1040.15	S74°13'22"W
L6	25.08	N20°14'28"W
L7	1037.07	N74°13'22"E
L8	1856.42	N51°27'53"E
L9	23.96	N15°59'57"E
L10	25.76	S60°03'38"E
L11	198.02	N60°03'38"W
L12	29.33	S15°59'57"W
L13	1895.50	S51°27'53"W
L14	1046.31	S74°13'22"W
L15	50.15	N20°14'28"W
L16	51.52	S60°03'38"E
L17	951.45	S74°13'22"W
L18	85.63	S74°13'22"W
L19	25.08	N20°14'28"W
L20	87.58	N74°13'22"E
L21	25.00	S15°46'38"E



VICINITY MAP



PROPOSED 25' WIDE PIPELINE EASEMENT	PROPOSED 50' WIDE TEMPORARY CONSTRUCTION EASEMENT	PROPOSED 25' WIDE TEMPORARY CONSTRUCTION EASEMENT
1.679 AC.	3.390 AC.	0.050 AC.
73,160 S.F.	147,662 S.F.	2,165 S.F.

PROPOSED 25' WIDE PIPELINE EASEMENT ACROSS PART OF THE MEMPHIS AND SHELBY COUNTY PORT COMMISSION PROPERTY RECORDED IN INSTRUMENT NO. N7-7895 MEMPHIS, SHELBY COUNTY, TENNESSEE

SCALE: 1"=300' DATE: FEBRUARY 07, 2007

LAST REVISED: JUNE 4, 2008

300 0 300 600 900

Scale: 1" = 300'

OLLAR SURVEYING COMPANY
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OSC JOB #05075 - 05075CASM1REV5.DWG - T.A.O. (CMY)