

Prepared By:
Office of Chief Counsel
Dept. of Conservation and Natural Resources
400 Market Street, 7th Floor
Rachel Carson State Office Building
Harrisburg, PA 17105



Return To:
Century Engineering, Inc.
Attn: Joyce Rivers
200 Airport Road
New Cumberland, PA 17070
UPI No.: P/O 72-7-13 ✓
ESNG Project Parcel No.: FHI-12

MEMORANDUM OF LICENSE AGREEMENT FOR RIGHT-OF-WAY

THIS LICENSE AGREEMENT dated May 31, 2019 is made by and between,

The Commonwealth of Pennsylvania ("Commonwealth") acting through the Department of Conservation and Natural Resources, ("Department"), with a business address of 400 Market Street, 7th Floor, Rachel Carson State Office Building, Harrisburg, PA 17105

AND

Eastern Shore Natural Gas Company, ("Licensee"), with a business address of 500 Energy Lane, Suite 200, Dover, DE 19901 and authorized to do business within the Commonwealth.

DOC # 11679010 07/29/2019 01:16 PM
Receipt #: 19-23059
Rec Fee: \$160.75 State: \$110.00 Local: \$110.00
Chester County, Recorder of Deeds

11679010 B: 9969 P: 1109 RWT
07/29/2019 01:16 PM Page 1 of 44
CENTURY ENGINEERING INC



RWT
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16075

RETURN TO

Official Copy

Prepared by: Office of Chief Counsel
Dept. of Conservation and Natural Resources
400 Market Street, 7th Floor
Rachel Carson State Office Building
Harrisburg, PA 17105

Record and
return to: Eastern Shore Natural Gas Company
500 Energy Lane, Suite 200
Dover, DE 19901

Tax Parcel: 72-7-13

MEMORANDUM OF LICENSE AGREEMENT FOR RIGHT-OF-WAY

THIS MEMORANDUM OF LICENSE AGREEMENT FOR RIGHT-OF-WAY ("Memorandum") is made as of JUNE 13, 2019, by and between the COMMONWEALTH OF PENNSYLVANIA ("Commonwealth"), acting through the DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES ("Department"), with a business address of 400 Market Street, 7th Floor, Rachel Carson State Office Building, Harrisburg, PA 17105, and Eastern Shore Natural Gas Company ("Licensee") with a business address of 1110 Forrest Avenue, Suite 201, Dover, DE 19904.

1. Pursuant to that certain License Agreement for Right-of-Way, No. BSP-2017ROW-12, dated February 5, 2018 ("License"), between the Department and the Licensee, the Department grants to the Licensee a right-of-way to construct, lay, maintain, operate, patrol, protect, repair, change, and remove, as needed, one new 24 inch, in diameter, natural gas transmission pipeline, and two existing natural gas transmission pipelines of eight and 16 inches in diameter. The right-of-way will extend across White Clay Creek Preserve in Franklin Township, Chester County, Pennsylvania, for a total of approximately 429 feet and will be no more than 30 feet wide. The newly constructed 24-inch in diameter pipeline trench will be six feet wide and seven feet deep with pipeline placement a minimum of four feet below finished grade. In constructing the new line, the Licensee will use Open Trench construction techniques with appurtenant equipment and support facilities ("Facilities"). The new 24-inch pipeline will be co-located ten feet eastward of the existing eight-inch line, as depicted in Exhibit "A" attached to and made part of this Memorandum.
2. The primary term of the License commences on the date of execution and shall remain in effect for 20 years, unless earlier terminated by either party. Thereafter, this License shall automatically renew for additional successive terms of one year so long as the Licensee is, in the opinion of the Department, actively constructing, operating, or maintaining the Facilities consistent with the terms of this Agreement and is not in default of its annual rental payment.
3. All of the other terms and conditions of the License are more fully set forth in the License and are incorporated in this Memorandum by this reference.



4. This Memorandum is executed for recording purposes only and is not intended to alter or amend the terms of the License. In the event of a conflict between this Memorandum and the License, the License shall control.

5. This Memorandum shall inure to the benefit of and be binding upon the Department and the Licensee and their respective representatives, successors and assigns.

6. This Memorandum may be executed in counterparts.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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CENTURY ENGINEERING INC



IN WITNESS WHEREOF, the Department and the Licensee have executed this Memorandum of License as of the date first above written.

ATTEST:

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES

Serlachon

Ryan J. Dwyer 6/13/17
for John S. Hallas, Director Date
Bureau of State Parks

ATTEST:

EASTERN SHORE NATURAL GAS
COMPANY

Thomas S. Mal
Secretary/Treasurer

Jeffrey R. Tietboll
President/Vice President Date 5/31/19

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CENTURY ENGINEERING INC



ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF DAUPHIN :

On this, the 13 day of June, 2019, the foregoing instrument was acknowledged before me, the undersigned officer, by John S. Hallas, who acknowledged himself to be the Director of the Bureau of State Parks of the Department of Conservation and Natural Resources of the Commonwealth of Pennsylvania, and being authorized to do so, executed the foregoing instrument, in the capacity therein stated and for the purposes therein contained.

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

Commonwealth of Pennsylvania - Notary Seal
Teresa Marie Sheely, Notary Public
Dauphin County
My commission expires August 22, 2019
Commission number 1235839

Teresa Marie Sheely
Notary Public

My Commission Expires: 8/22/19


ACKNOWLEDGMENT

STATE OF Delaware :
: ss.
COUNTY OF Kent :

On this, the 31 day of May, 2019, before me, the undersigned officer, personally appeared Jeffrey R. Tietbohl, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, acknowledged that s/he, being authorized to do so, executed this instrument in her/his capacity as Vice President of Eastern Shore Natural Gas Company, and that the same was executed for the purposes contained therein as the act and deed of said company.

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

Sheela Burrows
Notary Public

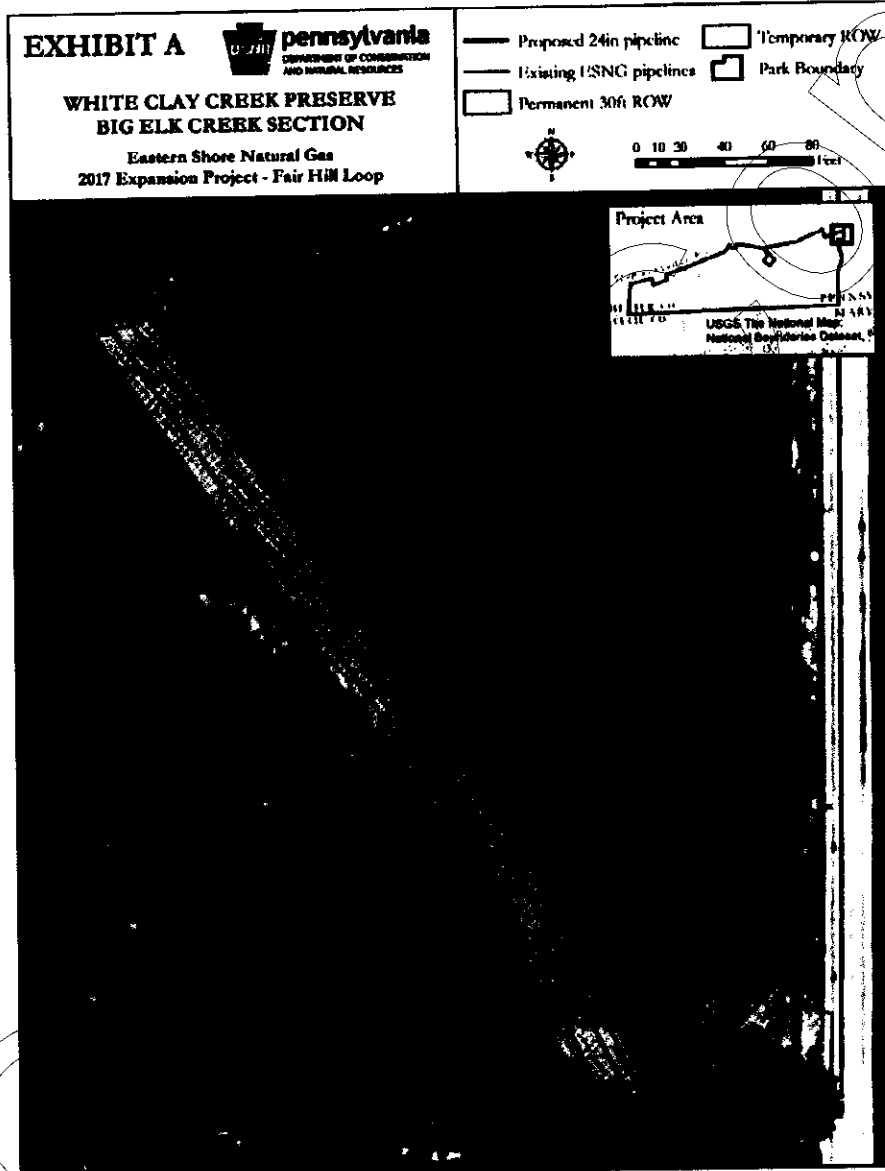


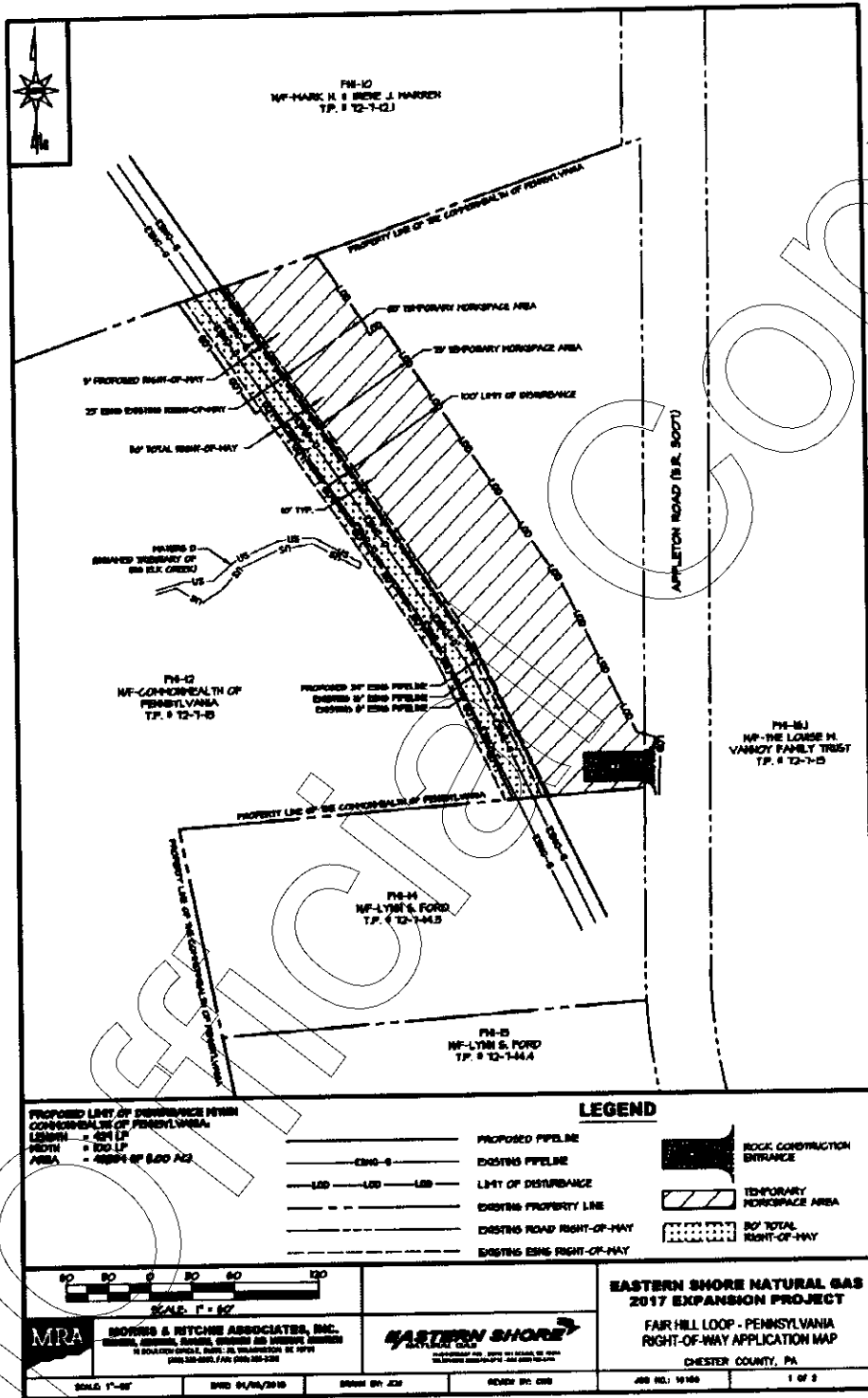
My Commission Expires:

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CENTURY ENGINEERING INC



EXHIBIT "A"





PROPOSED LIMIT OF DISTURBANCE WITHIN COMMONWEALTH OF PENNSYLVANIA
 LENGTH = 424 LF
 WIDTH = 100 LF
 AREA = APPROX OF 8,600 AC

LEGEND

- PROPOSED PIPELINE
- EXISTING PIPELINE
- LIMIT OF DISTURBANCE
- EXISTING PROPERTY LINE
- EXISTING ROAD RIGHT-OF-WAY
- EXISTING EENS RIGHT-OF-WAY
- ROCK CONVEYANCE ENTRANCE
- TEMPORARY HORSPACE AREA
- 80' TOTAL RIGHT-OF-WAY

EASTERN SHORE NATURAL GAS 2017 EXPANSION PROJECT
 FAIR HILL LOOP - PENNSYLVANIA RIGHT-OF-WAY APPLICATION MAP
 CHESTER COUNTY, PA

MRA MORRIS & RITCHIE ASSOCIATES, INC.
 ENGINEERS, ARCHITECTS, SURVEYORS AND SURVEYING INSTRUMENTS
 10 POLLOCK DRIVE, SUITE 200, WASHINGTON, DC 20004
 (301) 555-8800, FAX (301) 555-8200

EASTERN SHORE NATURAL GAS
 1000 EASTERN SHORE DRIVE, SUITE 100, CHESTER, PA 19380
 (610) 336-2000, FAX (610) 336-2001

SCALE: 1"=80'
 DATE: 04/01/2010
 DRAWN BY: JZJ
 CHECKED BY: CDB
 JOB NO.: 10100
 1 OF 2

**LICENSE AGREEMENT FOR RIGHT-OF-WAY
ON WHITE CLAY CREEK PRESERVE**

This License Agreement ("Agreement") is made by and between the Commonwealth of Pennsylvania ("Commonwealth"), acting through the Department of Conservation and Natural Resources, ("Department"), with a business address of 400 Market Street, 7th Floor, Rachel Carson State Office Building, Harrisburg, PA 17105, and Eastern Shore Natural Gas Company ("Licensee") with a business address of 1110 Forrest Avenue, Suite 201, Dover, DE 19904 and authorized to do business within the Commonwealth.

WITNESSETH:

WHEREAS, under section 514 of the Administrative Code of 1929, the Department may grant to any public service corporation, a license to place any public service line, upon in or over any lands owned or maintained by the Commonwealth, with the approval of the Governor;

WHEREAS, the Licensee has requested a license for a 30-foot right-of-way ("License"), from the Department, to install a 24 inch, in diameter natural gas transmission pipeline, and to maintain two additional natural gas transmission pipelines of eight and 16 inches in diameter;

WHEREAS, the right-of-way will be located in the White Clay Creek Preserve, Big Elk Creek section in Franklin Township, Chester County ("State Park");

WHEREAS, the Licensee currently holds a 25-foot permanent easement through the State Park; within this easement, the Licensee has two natural gas transmission pipelines of eight and 16 inches in diameter;

WHEREAS, the License area will overlap with the Licensee's 25-foot permanent easement and add an additional five feet, as more fully described below;

WHEREAS, this Agreement will void the Licensee's existing 25-foot permanent easement and provide to Licensee a License through the State Park. The Licensee will maintain two natural gas transmission pipelines of eight and 16 inches in diameter, and install a 24 inch, in diameter, natural gas transmission pipeline, within the right-of-way;

WHEREAS, the Licensee completed a State Forest Environmental Review ("SFER"), all comments to the SFER responses have been satisfactorily addressed, and the Department's Directors of State Parks and Forestry have granted final approval to permit this natural gas transmission project;

WHEREAS, the Licensee has received a Certificate of Public Convenience and Necessity from the Federal Energy Regulatory Commission, and the Department has determined that granting the requested License will be in the best interests of the Commonwealth; and



WHEREAS, the Department considered the Licensee's request for a license for right-of-way under section 514 of the Administrative Code of 1929;

NOW THEREFORE, the parties, intending to be legally bound, agree as follows:

1. SCOPE

The Department hereby grants to the Licensee, a License. The sole purpose of the License will be to construct, lay, maintain, operate, patrol, protect, repair, change, and remove, as needed, one new 24 inch, in diameter, natural gas transmission pipeline, and two existing natural gas transmission pipelines of eight and 16 inches in diameter. The right-of-way will extend across the State Park a total of approximately 429 feet and be no more than 30 feet wide. The newly constructed 24 inch in diameter pipeline trench will be six feet wide and seven feet deep with pipeline placement a minimum of four feet below finished grade. In constructing the new line, the Licensee will use Open Trench construction techniques with appurtenant equipment and support facilities ("Facilities"). The new 24 inch pipeline will be co-located ten feet eastward of the existing eight inch line, as more fully described below and depicted in EXHIBIT "A," attached to this Agreement.

2. TERM

The primary term of this Agreement shall commence on the date of the last required Commonwealth signature ("Effective Date") and shall remain in effect for 20 years ("Primary Term"), unless earlier terminated pursuant to section three of this Agreement. Thereafter, this Agreement shall automatically renew for additional successive terms of one year so long as the Licensee is, in the opinion of the Department, actively constructing, operating, or maintaining the Facilities consistent with the terms of this Agreement and is not in default of its annual rental payment.

3. TERMINATION

3.1 The Department may terminate this Agreement if the Licensee fails to perform any term or condition of this Agreement. The Department may terminate this Agreement by giving written notice of the termination. The Department shall provide to the Licensee 30 days to cure any defect that might lead to the termination of this Agreement, unless immediate action is required to protect public health or safety. If immediate action is required to protect the public health or safety, then the Department may, at its sole discretion, take any action necessary, including correcting the defect itself, and require reimbursement from the Licensee.

3.2 The Licensee may at any time terminate this Agreement by providing at least six months written notice to the Department prior to the end of any annual term, provided that all commitments and requirements, including full compliance with any restoration requirements, are met to the satisfaction of the Department. In its written notice to the Department, the Licensee shall specify its reason(s) for intending to terminate this Agreement. Any amount paid as an advance rental for the License and made prior to the effective date of the termination of this

Agreement shall be deemed liquidated damages due to the Department and shall be in no way prorated or subject to claim by the Licensee for return to the Licensee.

3.3 The Commonwealth may terminate this Agreement to make use of the lands associated with the License for another public purpose. The Commonwealth shall provide the Licensee with written notice of its need for the land for such use and the Licensee shall remove its Facilities as indicated in Paragraph 3.2.

3.4 Either party may terminate this Agreement, upon 90 days written notice to the other party, for convenience.

3.4 Upon termination of this Agreement for any reason, the Licensee shall immediately cease all operations and commence removal of all Facilities.

3.5 The Licensee shall have six months after termination of this Agreement to remove all its Facilities, including buildings, machinery, equipment, structures, pipelines, rubbish, and debris resulting from the Licensee's operations, and to restore the property to its original natural condition.

3.6 Upon completion of its use of the right-of-way, the Licensee shall be released from further obligations under this Agreement when the following requirements have been met:

- a. All terms and conditions of this Agreement have been met to the Department's satisfaction;
- b. Park Manager has met with the Licensee's field engineer or other authorized representative and inspected the right-of-way;
- c. The Department and the Licensee have signed a written statement confirming that any necessary site restoration has been completed. A copy of the statement will be provided to the Park Operations and Maintenance Division, Bureau of State Parks.

4. RENTAL FEE PAYMENT

4.1 The Licensee shall pay to the Department an initial one-time lump sum payment of eleven thousand dollars (\$11,000.00) for the Primary Term. After the expiration of the Primary Term, this Agreement shall automatically continue and renew in full force for additional successive terms of one year.

At the end of the Primary Term and subsequently on each successive annual anniversary of the Effective Date, the Base Annual Rental, as defined below, shall increase incrementally at a fixed rate of three percent per year for the life of the Agreement. The base annual rental fee applicable after the Primary Term will be five-hundred dollars (\$500.00) per year for the License.

4.2 The initial one-time lump sum payment shall be submitted to the Department at the address below on the Effective Date of this Agreement.

Commonwealth of Pennsylvania
 Department of Conservation and Natural Resources
 Bureau of State Parks – Park Operations and Maintenance Division
 400 Market Street
 P.O. Box 8551
 Harrisburg, PA 17105-8551

4.3 Unless otherwise directed by invoice, statement or other written correspondence from the Department, subsequent base annual rental payments shall be mailed to:

Commonwealth of Pennsylvania
 Comptroller Operations
 Accounts Receivable
 P.O. Box 2833
 Harrisburg, PA 17101

All checks shall be made payable to the “Commonwealth of Pennsylvania” and shall include the Department assigned Agreement number or invoice number thereon.

4.4 The Department may, in its sole discretion, choose to increase the annual rental fee by using the Consumer Price Index (“CPI”) instead of the fixed three percent increase to the base annual rental fee indicated above, if the Department notifies the Licensee, in writing, that it will use this alternative method, at least 30 days prior to the next annual term of the Agreement.

4.5 The Department may assess an interest penalty of 15% on any payment under this Agreement that the Licensee fails to pay by the due date.

5. INDEMNIFICATION

5.1 The Licensee shall, at all times, indemnify the Department from and against all detriment, damage, loss claims, demands, suits, and expenses, or other claims of any kind whatsoever that the Department may sustain, suffer, or be subject to directly or indirectly by reason of the location, obstruction, presence, maintenance, renewal, or removal of the Licensee’s operations permitted by this Agreement.

5.2 In no case shall the Department waive its right to assert a defense of Sovereign Immunity to any claim for damages, pursuant to the authority contained in the JARA Continuation Act of 1980, Act of October 5, 1980, Public Law 693, No. 142, as amended, or any other legal authority established in the Commonwealth which permits use by the Commonwealth of a Sovereign Immunity or other type of defense.

6. LIABILITY

6.1 The Licensee shall not use, or grant others permission to use, its License for any purpose other than authorized by this Agreement.

6.2 The Department shall not be liable to the Licensee for any time during which the License cannot be used.

6.3 The Licensee shall have sole liability and responsibility for any pollution or other damage to any portion of the environment in or adjacent to the right-of-way, which occurs as a result or consequence of the Licensee's occupation and use of the right-of-way, regardless of whether or not such pollution or damage is due to negligence or to the inherent nature of the Licensee's operations, unless an independent intervening cause is found to be the sole proximate cause of the pollution or damage. In any action for civil damages brought under this section, there shall be a presumption that, but for the Licensee's occupation and use of the right-of-way, the pollution or other damage would not have occurred; it shall then be incumbent upon the Licensee to come forward with evidence to rebut this presumption. Any action for civil damages relative to such pollution brought by the Department against the Licensee shall not bar the Department from bringing other actions under the Clean Streams Law or other pertinent law, rule, or regulation of the Commonwealth.

6.4 For the Department's files and informational purposes only, the Licensee shall provide an up-to-date copy of its Preparedness, Prevention and Contingency ("PPC") plan, or any other similar type of environmental emergency response plan, or both, to the Department prior to the beginning of its construction operations, and shall thereafter automatically provide the White Clay Creek Preserve Manager with copies of any updates or changes to the PPC or other emergency response plan(s) routinely made by the Licensee, or made at the request of, or as required by, any local, state or Federal agency.

6.5 The Licensee shall comply with all applicable federal, state, and local laws and regulations in connection with construction, operation, and maintenance of the right-of-way.

7. IMPROVEMENT RELOCATION

The Licensee shall relocate and reconstruct, at its sole expense, any Facilities that the Department determines, in its sole discretion, obstruct or hinder any proposed improvements to the State Park for the benefit of the public, such as recreational area improvements, public highways, or other similar improvements.

8. FOREST GROWTH REMOVAL AND COMPENSATION

8.1 The Licensee shall not remove, cut, damage, or destroy any existing trees or forest growth upon the right-of-way or elsewhere on the State Park without prior written approval from the Park Manager. If the Licensee receives approval to remove, cut, damage, or destroy certain existing trees or forest growth, then the Licensee shall use best efforts to prevent damage to the trees or forest growth that it does not have approval to remove, cut, damage, or destroy.

8.2 The Licensee shall pay to the Department a sum of money representing the value of the trees or forest growth that it plans to remove, cut, damage, or destroy during construction, prior to beginning construction activities. The Department will determine the value of the trees or forest growth for which payment by the Licensee to the Department is required. The Licensee will also pay the Department for any additional trees or forest growth that are removed, cut, damaged, or destroyed, because of the location and construction of the Facilities.

8.3 The Park Manager will issue an invoice for the value of any trees or forest growth that are removed, cut, damaged, or destroyed, by the Licensee, stemming from the Licensee's activities in the State Park. The invoice for these trees or forest growth is a separate transaction from this Agreement's rental collection process. The Licensee shall remit payment, per the invoice, to the Park Manager within 30 days.

8.4 The Licensee shall neatly pile and make easily accessible, at designated points along the right-of-way, all merchantable saw logs or other forest products located on the construction site. Saw logs or other useable forest products not removed from the State Park within 60 days after cutting will become the Department's property, unless the Park Manager provides written approval to the Licensee, extending the 60-day period.

8.5 The Licensee shall dispose of all non-merchantable forest growth that may be cut, in a manner as approved in advance by the Department.

8.6 The Licensee shall cut all trees so the height of the stumps above the surface of the ground will not exceed the diameter of the cut trees at the point of cutting, and in no case shall the height of the stumps as measured from the surface of the ground exceed 12 inches.

9. OTHER COMPENSATION

9.1 The Licensee shall fully and fairly compensate the Department for all expenses the Department incurs in removing and relocating improvements on the State Park which had to be removed or relocated because of the Licensee's activities. The Department will issue an invoice to the Licensee for these expenses, and the Licensee shall remit payment to the Department within 30 days of receiving the invoice. The Licensee shall also fully and fairly compensate all of the Department's other lessees or licensees that incur similar costs because of the Licensee's activities.

9.2 The Licensee shall fully and fairly compensate the Department for all other damage to the Commonwealth, not otherwise contemplated in this Agreement, that may result at any time from the Licensee's activities. The Department shall issue an invoice to the Licensee for these damages, as estimated by the Department, and the Licensee shall remit payment, to the Department, within 30 days of receiving the invoice.

10. CONSTRUCTION AND OPERATIONS

10.1 The Licensee shall construct and operate the Facilities and use the right-of-way in a manner consistent with the requirements set forth in this Agreement and any additional requirements provided to the Licensee in writing by the Department to ensure the proper management, sustainability, safe public use, and enjoyment of the State Park.

10.2 The Licensee shall be responsible for the actions of its employees, agents, contractors, and others performing work on its behalf.

10.3 INITIAL CONSTRUCTION PERIOD - The Licensee shall, within one year from the Effective Date of this Agreement ("Initial Construction Period"), and only in a manner



approved in advance by the Department, complete the initial construction of the Facilities within the right-of-way. The Department may, in its sole discretion, grant an extension if the Licensee submits to the Department written justification for the extension and a timetable for completion of the initial construction.

10.4 TEMPORARY CONSTRUCTION RIGHT-OF-WAY WIDTH - The Licensee shall be provided a temporary right-of-way for construction, with a width of no more than 75 feet, in addition to this License. 25 feet of the temporary right-of-way shall be designated for stockpiling of top soil.

10.5 CORRIDOR USAGE - The Licensee shall make a good faith and reasonable effort to facilitate and accommodate other right-of-way requests that the Department approves to assist in the avoidance and minimization of impacts and disturbances to the State Park.

10.6 SUBMITTAL OF MAPS AND OTHER DATA - Within three months of completion of the Initial Construction Period, or within 30 calendar days of a written or verbal request by the Department, whichever is earlier, the Licensee shall furnish as-built construction drawings or otherwise provide mapping in a form or forms acceptable to the Department which accurately depicts the right-of-way location, all of the Facilities, including the location of the pipelines, and any other such mapping or other technical data requested by the Department. The Licensee shall provide updated copies to the Department of this information any time substantial changes or revisions are made by the Licensee within 30 days of the change or revision.

10.7 GENERAL OPERATIONS - The Licensee shall carry on all operations under this Agreement with all due diligence and in a good and workmanlike manner, in accordance with the best and most up-to-date construction, maintenance, operational, and safety practices. The Licensee shall remove all refuse (i.e., trash) from the right-of-way and shall not bring any materials which have not been approved by the Department onto the right-of-way.

10.8 INGRESS AND EGRESS - The Licensee shall have the right of ingress to and egress from the right-of-way over the State Park at places designated by the Department, if the Licensee has executed a separate Road Use Agreement with the Department setting forth the terms and conditions for use of existing roads or development of new roads to access the right-of-way.

10.9 ROAD ACCESS WITHIN RIGHT OF WAY - The type and specifications of post-construction access roads must be approved in writing by the Park Manager. The Licensee shall maintain and improve these access roads. The Department shall at all times have the right to access these roads for administrative purposes.

10.10 PUBLIC AND THIRD-PARTY USE - The Licensee shall allow use of the right-of-way by the public and other Department licensees or lessees for recreation, conservation, and Department-authorized activities. The Licensee shall conduct its operations in a manner that minimizes interference with authorized public and third-party uses of the right-of-way.

10.11 SOIL EROSION AND SEDIMENTATION CONTROL PLAN - Before any earthmoving activities take place, the Licensee shall prepare a Soil Erosion and Sedimentation



Control Plan as required by the Department of Environmental Protection ("DEP") or applicable County Conservation District office. A copy of the plan shall be forwarded to the Park Manager upon request.

10.12 SITE RESTORATION AND MAINTENANCE - The Licensee shall backfill to approximate the original contour of all ditches or other excavations caused by the construction, operation, maintenance, or removal of the Facilities; construct cross-ditches; lime, fertilize and seed or replant the right-of-way; keep the Facilities in good repair and appearance, and take all other such measures as the Department deems necessary to control erosion and sedimentation, and to maintain or restore the natural and aesthetic condition of the right-of-way as directed by the Department, including the planting of trees or seedlings, or both, at the option of the Department, upon termination of this Agreement.

10.13 RARE, THREATENED OR ENDANGERED SPECIES - If in the course of its operations, the Licensee encounters any flora or fauna listed on federal or state registries of threatened or endangered species, or habitat critical to their survival, the Licensee shall immediately cease operations and contact the Park Manager so arrangements can be made with Department specialists to field check the site to document, protect, and preserve the flora or fauna, or both, of concern.

10.14 ACID DRAINAGE-PRODUCING MATERIALS - During the course of earth-moving activities, if a geologic unit containing pyrite, pyrite-bearing minerals, coal, or other carbonaceous materials is exposed, the Licensee shall notify the Department.

10.15 FENCING - The Park Manager shall retain discretion in the placement of any fencing on State Park property. All equipment which is unguarded and unfenced shall be posted with hazard warning signs. No fencing shall be constructed on State Park property by the Licensee without the prior written approval of the Park Manager.

10.16 GATES AND BARRICADES - At the discretion of and per the specifications of the Department, the Licensee shall install adequate gates or other barricades, or both, on the right-of-way to prevent unauthorized vehicular travel. The gates or barricades shall be provided at the Licensee's sole expense at locations specified by the Department. The Licensee shall place warning signs at the gates or barricades. The wording of the warning signs must be mutually agreed upon by the Department and the Licensee, and shall contain, at minimum, the information set forth in the Signage paragraph (10.18) below. Any gate or barricade installed shall be maintained in proper condition by the Licensee. The Park Manager shall provide guidance as to the time of construction, location, and paint specifications of said gate(s).

10.17 SIGNAGE - At the discretion of and per the specifications of the Department, the Licensee shall place on the right-of-way, at a location most likely to be seen by the public, a legible sign listing the Licensee's name and address, the fact that the Licensee's right-of-way and Facilities are operated under this Agreement, the date of this Agreement, and the fact that a copy of this Agreement may be obtained from either the Licensee or the Department, upon written request, including appropriate addresses to make the request. A sign placed on a gate or barricade, as described above, may at the Department's discretion satisfy the requirements of this section.



Any sign placed under the stipulations of this Agreement shall be maintained in proper condition by the Licensee.

10.18 REPLACEMENT AND REPAIR – At the direction of the Department, the Licensee shall, at its own expense, replace or repair, all signs, property markers, fences, and other structures or service utility lines, damaged or destroyed, during any work incident to the construction, operation, maintenance, or removal of the Facilities, or during the cutting or removal of timber or other forest growth.

10.19 BURNING AND FIRES - No fire(s) shall be set on or adjacent to the right-of-way by the Licensee or any agent of the Licensee, except with permission of and in accordance with conditions first established by the Department in writing, fixing the time, place, and manner of burning. Should any fire caused by the Licensee, or an agent of the Licensee, escape in any manner and damage any state forest land, state park land, or other property, the Licensee alone shall be liable for all damage resulting from the escaped fire and for all costs incurred by the Department in controlling the fire. The Licensee and relevant agents of the Licensee shall, with such means as they may have at hand or be able to summon, render aid in fighting escaped fires, without cost to the Commonwealth.

10.20 RIGHT-OF-WAY CROSSINGS – The Licensee shall, at its sole expense, take measures necessary to allow safe crossing of the right-of-way by the Department or any of its agents or affiliates, with vehicles or equipment on existing roads or trails or any other area designated by the Department. The Department shall notify the Licensee at least 30 days prior to its need to cross the right-of-way at a location not previously identified unless immediate crossing is necessary to ensure public health and safety.

10.21 UNANTICIPATED MINE OPENINGS - If deep mine openings are uncovered, or auger holes are encountered, the Licensee shall entirely excavate and remove the old workings or auger ribs, or both, unless otherwise directed by the DEP. Excavation and removal of old workings or auger ribs are limited to the specific area of the pit(s) created by the Licensee's active construction operations.

10.22 UNANTICIPATED WELLS - The Licensee shall not bury, remove, or plug any oil, natural gas or water well, or any object resembling a wellhead, which may be discovered within the operational area of the right-of-way. The Department and the owner or lessee of all discovered wells, if known, shall be notified immediately of the location of the well(s) so that proper notification to other appropriate agencies or persons can be made, or arrangements can be made to properly plug or abandon the well(s), or to ensure adequate protection of the well(s) from damage during the Licensee's operations.

10.23 MAINTENANCE AND CONTROL OF VEGETATION – The Licensee shall obtain the advance written approval of the Park Manager for the manner and method of maintaining and controlling vegetation on the right-of-way. Maintenance and control of vegetation shall be consistent with the requirements specified in the Exhibits referenced in section 11.



10.24 USE OF CHEMICALS – Licensee shall not use, or allow to be used by anyone under its control, any herbicide or chemical treatment on the right-of-way except upon written approval by the Department.

10.25 OPERATION OF ATVs – The use of all-terrain vehicles (ATVs) on the right-of-way is prohibited without the advance written approval of the Park Manager.

11. OTHER OPERATIONAL REQUIREMENTS

The Licensee shall conduct all operations in such a manner as to comply with the provisions set forth in the following:

EXHIBIT A – Map of Right-of-Way (Page 17)

EXHIBIT B – Additional Provisions/Conditions/Clauses (Pages 19 through 21)

EXHIBIT C – Site Rehabilitation Plan (Page 22)

EXHIBIT D – ROW Corridor Maintenance (Page 23 through 24)

The Licensee shall abide by the most current version of the *Guidelines for Vegetative Maintenance of Utility Rights-of-Way on State Forest (Parks) Lands*.

The execution of this Agreement shall replace all prior Agreements pertaining to any portion of the Licensee's natural gas transmission lines that cross White Clay Creek Preserve.

12. WATER SUPPLY RIGHTS

The Licensee has no right under this Agreement to drill for or extract surface water or ground water from the State Park.

13. RIGHTS RESERVED BY THE DEPARTMENT

13.1 The Department reserves the right to use, or authorize the use of, the right-of-way for any and all uses necessary for the proper administration or utilization of the State Park, which are compatible with the rights granted to the Licensee in this Agreement; this includes but is not limited to, the right to construct, operate and maintain roads, trails, utility lines, and pipelines.

13.2 The Department reserves the right to require the Licensee to take measures, other than those specified in this Agreement, to ensure the proper management, sustainability, safe public use, and enjoyment of the State Park.

13.3 If the Licensee violates this Agreement in any manner or does or allows to be done any act contrary to the best interests of the Department or the State Park, the Department, in

addition to all other rights and remedies it may have, shall have the right to halt all operations of the Licensee without any liability or obligation to the Licensee for the interruption of its operations.

13.4 The Department reserves all oil, gas, and other minerals within the right-of-way, including but not limited to coal, sand, iron, clay, gravel, limestone, or other deposits under the surface of the right-of-way, and shall have the right to lease those mineral rights to third parties insofar as the Department is otherwise legally entitled to lease minerals, subject to the Licensee's rights under this Agreement.

13.5 Prior to initiating any construction work on the right-of-way following the Initial Construction Period, the Licensee shall notify the Department of the construction work at least 30 days prior to the planned initiation of the work. The Department reserves the right to approve, in writing, all plans for the construction upon the right-of-way. Upon request, detailed written plans for any such construction shall be submitted to the Department at least 30 days prior to planned commencement of construction on the right-of-way unless, upon the Licensee's demonstration of unavoidable time constraints, the Department waives the 30-day requirement and allows a shorter, but reasonable, time for review.

13.6 Nothing in this Agreement shall in any way be construed to impair the powers, privileges or duties of the Commonwealth, or its representatives, in the execution of the laws of the Commonwealth or the applicable rules and regulations promulgated thereunder, now in force or hereafter enacted or adopted.

14. DISPUTE RESOLUTION

The Department and the Licensee agree to make a good faith effort to resolve any disagreements or disputes that may arise under this Agreement, using the procedure set forth below, prior to filing any claims or otherwise seeking legal remedies that may be available:

- (a) Within 20 days of receipt of written notice of a dispute, a field representative of the Licensee and the Park Manager shall discuss and use their best efforts to informally resolve the dispute. The written notice, provided by the party initiating this process, shall explain the nature of the dispute and any communications that have occurred previously to resolve the dispute.
- (b) If the Licensee's field representative and the Park Manager are not able to resolve the dispute within 20 days of written notice, they shall immediately elevate the dispute to the Department's Bureau of State Parks Division Chief of Park Operations and Maintenance, the Park Regional Manager and a senior management representative(s) of the Licensee. These individuals shall discuss and use their best efforts to resolve the dispute within 20 days of their notice of the dispute.
- (c) If the senior management representative(s) from the Licensee and the Department are not able to resolve the dispute within 20 days of notice, the Department's State Park Director shall review all information related to the dispute and issue a formal statement of the Department's final position within 20 days of being advised of the dispute.



15. COMMONWEALTH STANDARD TERMS AND CONDITIONS

The Licensee shall comply with the Commonwealth Standard Contract Provisions, attached as Exhibit E. All references to "contractor" in Exhibit E shall apply to the Licensee.

16. AMENDMENTS AND MODIFICATIONS

Any revision to the terms and conditions of this Agreement shall only be effective upon formal written amendment of this Agreement by the parties. To the extent a term or condition of this Agreement requires further clarification, the parties shall attempt to reach a mutual understanding of the meaning of the term or condition using the dispute resolution procedure in section 14 of this Agreement, if necessary.

17. FORCE MAJEURE

17.1 If the Licensee is unable to comply in a timely manner with any term or condition imposed by the Agreement solely because of a strike, fire, flood, act of God, or other circumstances beyond the Licensee's control and which the Licensee, by the exercise of all reasonable diligence, is unable to prevent, then the Licensee may submit a written request to the Department for an extension of time. An increase in the cost of performing the obligations set forth in this Agreement shall not constitute circumstances beyond the Licensee's control. The Licensee's financial inability to comply with any of the obligations of this Agreement shall not be grounds for any extension of time.

17.2 The Licensee shall only be entitled to the benefits of this section if it notifies the Department within five working days by telephone and within ten working days in writing of the date it becomes aware or reasonably should have become aware of the event impeding performance. The written submission shall include all necessary documentation, as well as a notarized affidavit from an authorized representative of the Licensee specifying the reasons for the delay, the expected duration of the delay, and the efforts which have been made and are being made by the Licensee to mitigate the effects of the event and to minimize the length of the delay. The initial written submission may be supplemented within ten working days of its submission. No request for an extension of time shall be considered by the Department pursuant to this section if the Licensee fails to comply with the specific requirements of this paragraph.

17.3 The Department shall decide whether to grant all or part of the extension requested based on all documentation submitted by the Licensee and other information available to the Department. In any subsequent litigation, the Licensee shall have the burden of proving that the Department's refusal to grant the requested extension was an abuse of discretion based upon the information then available to the Department.

18. HEADINGS

The section and paragraph headings herein are for reference only and are not intended to have any legal force or effect.

19. BINDING EFFECT

This Agreement shall be legally binding on the parties, their heirs, administrators, executors, successors, and assigns.

20. ASSIGNMENT

The Licensee shall not assign this Agreement in whole or in part at any time without the prior written consent of the Department.

21. CORRESPONDENCE AND NOTIFICATIONS

21.1 Correspondence shall be mailed to the Department at the following address unless otherwise specified in the Agreement:

Written communications delivered to the Department shall be addressed to:

DCNR/Bureau of State Parks
White Clay Creek Preserve c/o Ridley Creek State Park
1023 Sycamore Mills Road
Media, PA 19063-4398
Attention: Park Manager
Telephone: (610) 892-3900
Facsimile: (610) 892-3906

with copies to:

DCNR/Bureau of State Parks
8th Floor, Rachel Carson State Office Building
P.O. Box 8551
Harrisburg, PA 17105-8551
Attention: POMD - Program Services Section
Telephone: (717) 787-6640
Facsimile: (717) 787-8817

21.2 Correspondence shall be mailed to the Licensee at the following address unless otherwise specified in the Agreement:

EASTERN SHORE NATURAL GAS
1110 FORREST AVENUE
SUITE 201
DOVER, DE 19904
Attention: Permit Manager
Telephone: (302) 734-6720

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21.3 Any party may designate in a writing to any other party any other address or facsimile number to which, and any other person to whom or which, a copy of any such notice, request, instruction, or other communication should be sent.

22. SEVERABILITY

The provisions of this Agreement shall be severable. If any phrase, clause, sentence, or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or the laws of the Commonwealth, the applicability thereof to any government, agency, person, or circumstance is held invalid; the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person, or circumstance shall not be affected thereby.

23. INTEGRATION AND MERGER

This Agreement, when executed and delivered shall constitute the final, complete, and exclusive Agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises, and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement, unless specifically accepted by any other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement except as expressly set forth in this Agreement.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

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The parties through their authorized representatives have properly executed this Agreement on the dates indicated in the signatures below.

EASTERN SHORE NATURAL GAS COMPANY

WITNESS:

Shya. Benavise
Secretary

Jeffrey R. Tietbohl 2/1/18
President/Vice President Date
Federal ID #: _____

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF CONSERVATION AND
NATURAL RESOURCES

ATTEST:

John S. Hallas 2/5/18
John S. Hallas, Director Date
Bureau of State Parks

APPROVED:

APPROVED AS TO LEGALITY AND FORM:

Tom Wolf
Governor

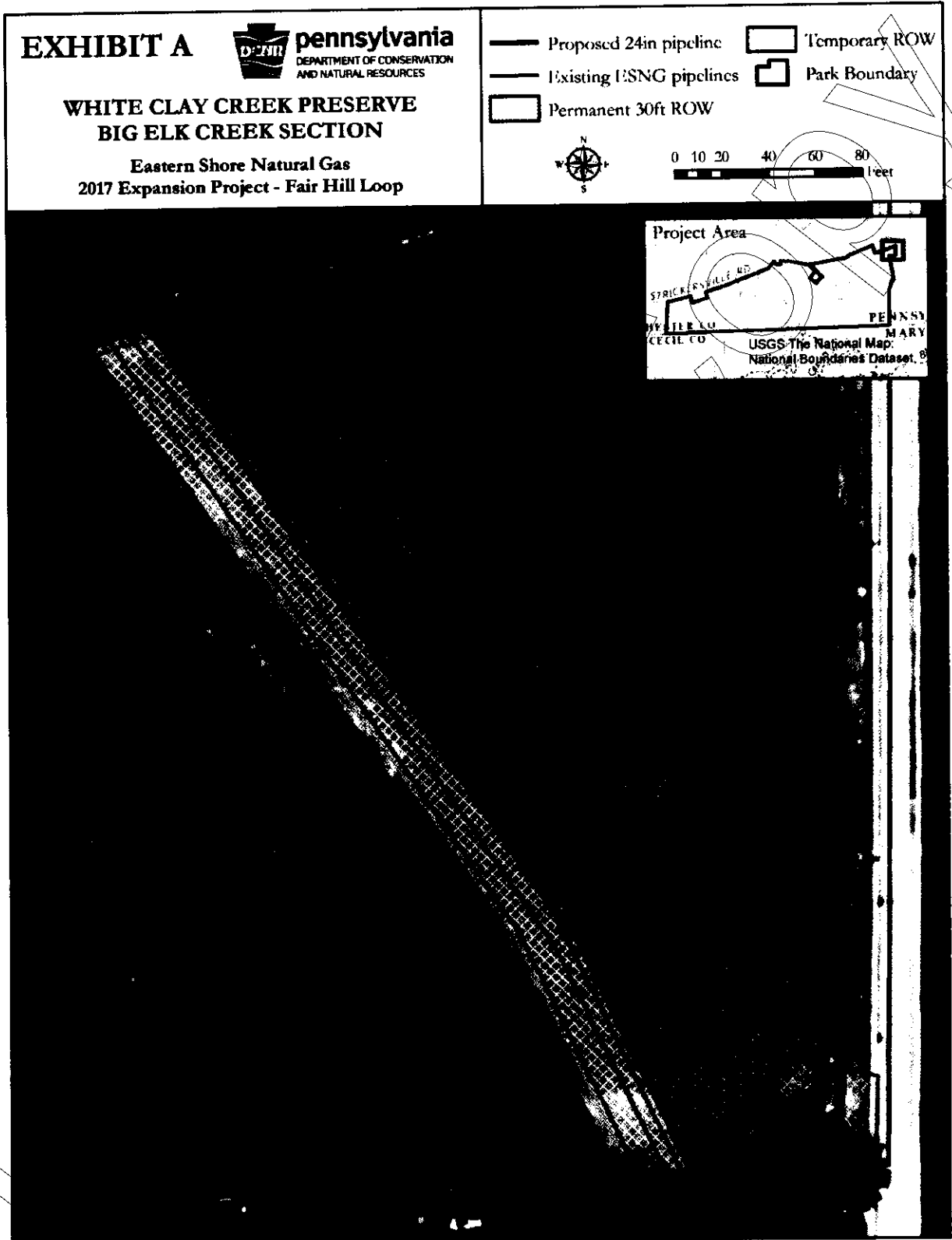
Angela Whitt 2/27/2018
Office of Attorney General

Audrey Annandier
Chief/Assistant Counsel
Department of Conservation and Natural Resources

Pamela J. Cross
Deputy General Counsel
Governor's Office of General Counsel

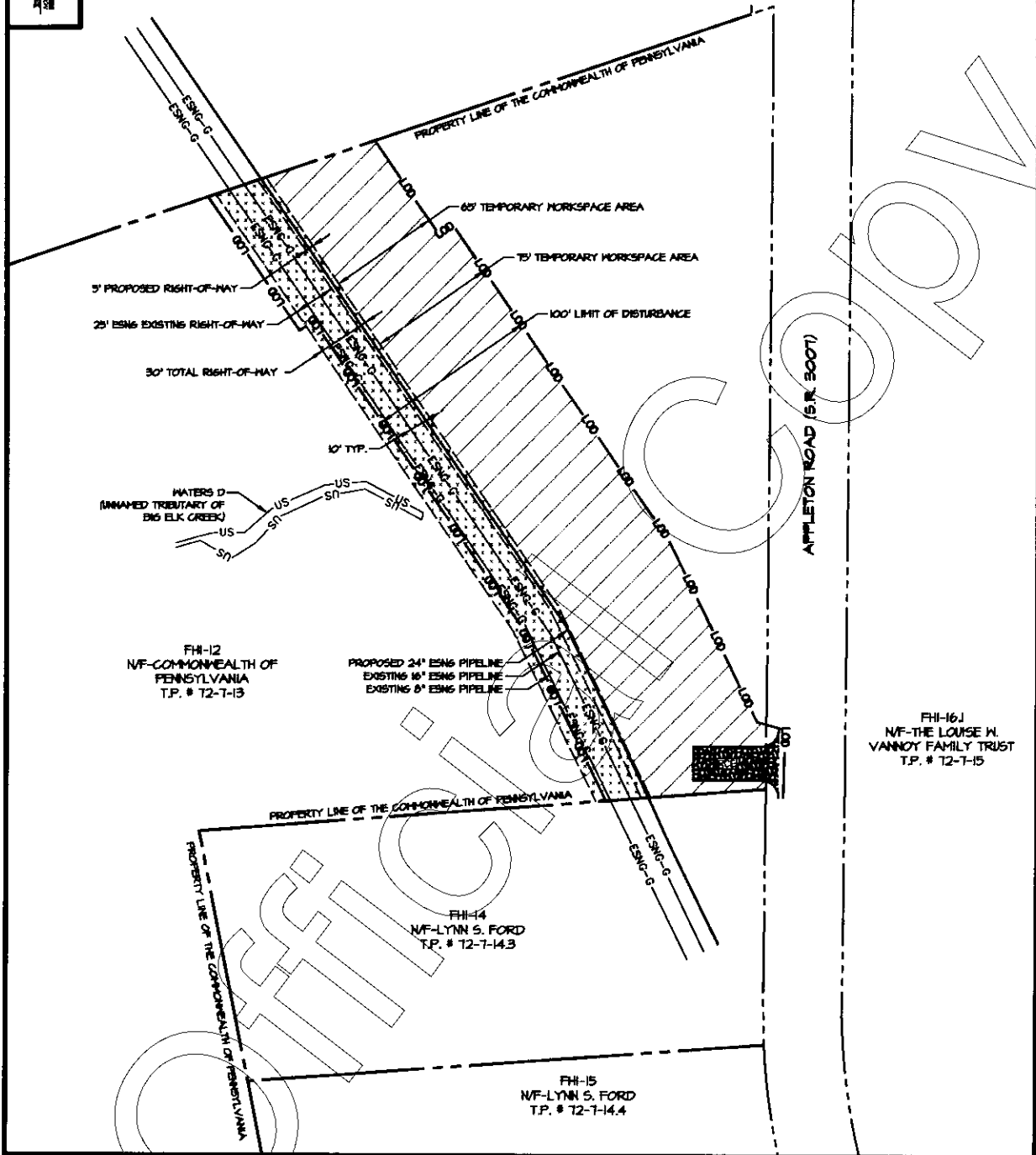


EXHIBIT "A"





FH-10
 NF-MARK H. & IRENE J. WARREN
 T.P. # 12-T-12.1



FH-12
 NF-COMMONWEALTH OF PENNSYLVANIA
 T.P. # 12-T-13

PROPOSED 24" ESNG PIPELINE
 EXISTING 16" ESNG PIPELINE
 EXISTING 8" ESNG PIPELINE

FH-14
 NF-LYNN S. FORD
 T.P. # 12-T-14.3

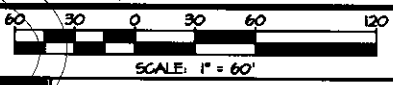
FH-15
 NF-LYNN S. FORD
 T.P. # 12-T-14.4

FH-16J
 NF-THÉ LOUISE M.
 VANNOY FAMILY TRUST
 T.P. # 12-T-15

PROPOSED LIMIT OF DISTURBANCE WITHIN
 COMMONWEALTH OF PENNSYLVANIA
 LENGTH = 424 LF
 WIDTH = 100 LF
 AREA = 42,400 SF (1.00 AC)

LEGEND

- PROPOSED PIPELINE
- ESNG-G EXISTING PIPELINE
- LIMIT OF DISTURBANCE
- EXISTING PROPERTY LINE
- EXISTING ROAD RIGHT-OF-WAY
- EXISTING ESNGS RIGHT-OF-WAY
- ROCK CONSTRUCTION ENTRANCE
- TEMPORARY WORKSPACE AREA
- 30' TOTAL RIGHT-OF-WAY



MRA
MORRIS & RITCHIE ASSOCIATES, INC.
 ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL AND LANDSCAPE ARCHITECTS
 19 BOULDER CIRCLE, SUITE 36, WILMINGTON, DE 19720
 (302) 326-2200, FAX: (302) 326-2398

EASTERN SHORE
 NATURAL GAS
 1110 POPPERS AVENUE, SUITE 201 DOVER, DE 19904
 TELEPHONE: (302) 734-6710 - FAX: (302) 734-6795

**EASTERN SHORE NATURAL GAS
 2017 EXPANSION PROJECT**

FAIR HILL LOOP - PENNSYLVANIA
 RIGHT-OF-WAY APPLICATION MAP

CHESTER COUNTY, PA

SCALE: 1"=60'	DATE: 01/06/2018	DRAWN BY: JCM	REVIEW BY: CMB	JOB NO.: 18150	1 OF 2
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EXHIBIT "B"

2017 Expansion Project – Fair Hill Loop – Eastern Shore Natural Gas
White Clay Creek Preserve – Franklin Township, Chester County

ADDITIONAL PROVISIONS/CONDITIONS/CLAUSES

In addition to the License for Right of Way Agreement's main-body paragraphs, Licensee agrees to abide by the following:

1. Licensee shall keep the Park Manager informed of project updates by providing:
 - a. Weekly progress updates during the mainline construction pipeline installation phases through site rehabilitation.
 - b. An advance notice of 5 business days prior to commencement of pipeline construction.
2. Licensee agrees to abide by the Park Manager's direction in terms of utilizing Department classified joint-use roads.
3. Access to the ROW during construction and for maintenance will be from SR 3007 (Appleton Road) and applicable private property easements.
4. Construction activities are prohibited during the Traditional Big Game Hunting Seasons unless specified otherwise in writing by the Park Manager:

Reference Source - <http://www.pgc.pa.gov/HuntTrap/Law/Pages/SeasonsandBagLimits.aspx>

Spring Gobbler The Saturday of the mentored youth/or Junior Hunters Spring Turkey Season

Turkey Season The first two (2) Saturdays of regular Spring Turkey Season

Regular Deer firearm seasons for Wildlife Management Unit 5C:

Commencing: 12:00 am – the Sunday after Thanksgiving

Concluding: 12:00 am – the 3rd Sunday after Thanksgiving

5. Licensee shall ensure human passage across or through designated recreational trail areas (i.e. earthen trench plugs, timber matting as a bridge, or other acceptable material allowing for hiking passage), motorized public use state park roads, and at the State Park Boundary Line.
 - a. **25 FEET Brush Setback Distance:** All stumps, brush, limbs, tops, or woody debris must be pulled back 25 feet from a **State Park Boundary Line** until the removal process occurs. ESNG will remove all brush and woody debris from the premises.
 - b. **50 FEET Brush Setback Distance:** All stumps, brush, limbs, tops, or woody debris must be pulled back 50 feet from **Public Use Roads** until the removal process occurs. ESNG will remove all brush and woody debris from the premises.

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6. A good faith and reasonable effort shall be made by the Licensee to collaborate with the Park Manager to ensure compatible road/access system management before, during and after project mainline construction in such a manner that strives to avoid and minimize impacts to the recreational park visitors' experiences.
7. Licensee shall first obtain written permission from the Park Manager prior to placing non-site fill material in areas such as on the right-of-way corridor, temporary workspace, access roads, road access within the right of way corridor, etc.
8. Licensee agrees to utilize open trench construction methods as approved in the State Forest Environmental Review (SFER). If, in the course of construction or upon further evaluation, the Licensee finds that a different installation method must be utilized, the Licensee must convey the new plan to the Park Manager within three (3) business days or as soon as reasonably practical. Construction shall not continue until the Park Manager has given written permission to utilize the different installation method with terms acceptable to both parties.
9. Licensee shall make a good faith and reasonable effort to avoid impacting wetland areas and their associated wildlife habitat and employ best management practices during right of way corridor construction, operation, maintenance, and retirement. Licensee agrees to adhere to the following:
 - a. In wetland areas, only hand cutting techniques are permitted for forest growth cutting, unless otherwise directed by the Park Manager.
 - b. Licensee is permitted to leave cut forest growth within wetlands as a measure to prevent further environmental damage that may otherwise occur from mechanized woody debris removal.
 - c. The installation methodology chosen (open cut trenching, directional drilling/boring, conventional boring) for pipeline construction in wetlands shall be properly planned. If, in the course of construction or upon further evaluation, the Licensee finds that a different installation method must be utilized, the Licensee must convey the new plan to the Park Manager within three (3) business days or as soon as reasonably practical.
 - d. Licensee must employ wetland crossing techniques that strive to avoid, minimize and mitigate adverse land impacts and follow best management practices such as outlined in the *FERC Wetland & Waterbody Construction and Mitigation Procedures* - version May 2013, or any revisions thereafter, as well as any other relevant laws, rules or regulations.
10. Licensee shall supply a copy of the E&S Plan and necessary permits to the Park Manager.
11. Licensee shall submit a copy of any obtained PennDOT Highway Occupancy Permit(s) to the Park Manager prior to project construction commencement.
12. Licensee shall utilize biodegradable material, not plastic netting material, for erosion and sedimentation control management.

13. Line markers shall be subject to all applicable State and Federal Regulations and must be satisfactory to the Park Manager in both design and placement.
14. Licensee agrees to reestablish any State Park Boundary marker that is disturbed during the construction process.
15. Licensee must place hardened pad crossings across the pipeline right of way corridor at any time and at locations prescribed by the Park Manager for the life of the agreement.
16. Traffic Management
 - a. A traffic control plan must be provided to the Park Manager.
 - b. Licensee shall place signs alerting both traffic directions, and flaggers must manage traffic for safety during any time of road blockage.
 - c. Licensee shall obtain advance approval from the Park Manager prior to closing state park roads to visitor traffic; the placement of signage notifying the public of closure is mandatory during any such closure.
17. Gates/Barricades
 - a. If requested by Park Manager, Licensee shall install rock and gate barricades along the corridor in locations as specified by the Park Manager.
 - b. The type, location and arrangement of barricades shall be specified by the Park Manager for this project and for the life of the agreement.
18. Licensee agrees to hold a Pre-Construction Work Meeting with the Park Manager prior to project construction commencement.
19. If this project, or any part of it, is determined by the National Park Service (NPS) to be a conversion under the provisions of the Land and Water Conservation Fund (LWCF), EASTERN SHORE NATURAL GAS agrees to satisfy mitigation requirements as provided for, and approved by, the Department and the NPS.

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EXHIBIT "C"

Eastern Shore Natural Gas – 2017 Expansion Project – Fair Hill Loop
White Clay Creek Preserve – Franklin Township, Chester County

SITE REHABILITATION PLAN**SEED MIX**

Licensee shall plant the following seed in all disturbed areas:

<i>Seed Species</i>	<i>Seeded at 30lbs per acre</i>
Bounty Orchard Grass	25% (7.5 lbs)
Tetra Sweet Perennial Ryegrass	25% (7.5 lbs)
Flourish Tall Fescue	50% (15 lbs)

PLANTING SPECIFICATIONS

1. The *Pennsylvania Bureau of Forestry Planting and Seeding Guidelines (2016 or the current revision)* shall be followed, except for below where instructions are more specific.
2. Seeding methods
 - a. Preferred method is utilizing a no-till drill on scarified soil.
 - b. If no-till drill is not feasible, upon consultation with the Bureau of State Parks the following techniques may be used:
 - Seeding with a drop-seeder, rotary-seeder, or broadcast seeder after scarifying the soil surface. A cultipacker must be used.
 - Hydroseeding after scarifying the soil surface.
 - c. Seed mix will be applied to entire disturbed areas, including areas where trees and shrubs are planted.
3. Mulch must be weed free and of wheat straw applied at 100 bales of straw per acre; the use of hay is prohibited.
4. Site restoration will not be complete unless there is at least 100% cover established in disturbed areas. Re-seeding may be needed depending on the success of the first seeding.
5. As requested, Eastern Shore Natural Gas agrees to satisfy site rehabilitation requirements as requested by the Department and Agricultural Lessee.

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EXHIBIT "D"

*Eastern Shore Natural Gas – 2017 Expansion Project – Fair Hill Loop
White Clay Creek Preserve – Franklin Township, Chester County*

ROW CORRIDOR MAINTENANCE

1. **RIGHT OF WAY CORRIDOR – VEGETATIVE MAINTENANCE** – Licensee must consult with the park manager prior to entry onto state park land when it desires to maintain and control vegetation on the right-of-way and shall adhere to the following:
 - a. Licensee shall cooperate with the park manager to ensure the integrity, protection or functionality of the habitat and its management concepts within the following unique habitat maintained areas: those portions of the corridor containing the 2017 Expansion Project - Fair Hill Loop – as shown in EXHIBIT "A" herein; and,
 - b. Working through the park manager and Department, the Licensee shall work cooperatively with and consult with the agricultural lessee before conducting any necessary vegetative maintenance. An emergency situation of any kind shall render this condition void.

2. **RIGHT OF WAY CORRIDOR – INFRASTRUCTURE MAINTENANCE** Licensee must consult with the Park Manager prior to entry on to state park land when it desires to conduct routine or scheduled infrastructure maintenance, and shall adhere to the following:
 - a. Licensee shall obtain advanced written approval from the Park Manager prior to conducting routine maintenance (i.e. anomaly survey, anomaly digs, adding/replacing infrastructure, etc.) of its gas pipeline facilities:
 - 1) Licensee shall submit an infrastructure maintenance *Planned Scope of Work* at least **sixty (60) business days** in advance of a planned maintenance commencement date.
 - 2) Licensee shall provide an advance **five (5) business day notice** to the Park Manager prior to actual entry on to the State Park for conducting routine infrastructure maintenance.
 - 3) Unless otherwise directed by the Department, Licensee shall submit the following applicable components of a *Planned Scope of Work*:
 - a) The DCNR legal contract number and Company Pipeline Line Identification Name
 - b) A Project Map
 - c) Intended Work Schedule
 - d) Planned Access Routes



- e) Description of Work: (i.e. approximate disturbance acreage, expressed area of timber to be removed or trimmed, if any, etc.)
 - f) Equipment description and planned usage
 - g) Prior Survey Description - if necessary: (i.e. desired schedule, staking, flagging, etc.)
 - h) Copies of any regulatory permits obtained
 - i) Copies of PNDI Reports
 - j) A single Point-of-Contact
 - k) Cathodic protection system installment may require submission of additional components.
- b. Licensee agrees to seek a Road Use Agreement from the Park Manager prior to conducting routine infrastructure or right of way vegetative maintenance on state park land, namely when there is a need to haul heavy equipment into the site.
- c. Working through the park manager and Department, the Licensee shall work cooperatively with and consult with the agricultural lessee before conducting any necessary infrastructure maintenance. An emergency situation of any kind shall render this condition void.

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EXHIBIT "E"**COMMONWEALTH HELD HARMLESS**

a. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands, and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, *et seq.*), the Office of Attorney General (OAG) has sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in defense of such suits.

b. Notwithstanding the above, neither party shall enter into any settlements without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense of any related settlement negotiations.

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CONTRACTOR INTEGRITY PROVISIONS – (MD 215.8 Amended)

It is essential that those who seek to contract with the Commonwealth of Pennsylvania (“Commonwealth”) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- a. **“Affiliate”** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- b. **“Consent”** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- c. **“Contractor”** means the individual or entity that has entered into this contract with the Commonwealth.
- d. **“Contractor Related Parties”** means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- e. **“Financial Interest”** means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- f. **“Gratuity”** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor’s Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b)*, shall apply.
- g. **“Non-bid Basis”** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

2. In furtherance of this policy, Contractor agrees to the following:



- a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c. Contractor, its affiliates, agents, employees, and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive, or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
- (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3) had any business license or professional license suspended or revoked;
 - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation, or anti-trust; and
 - (5) been, and is not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.



If Contractor cannot so certify to the above, then it must submit along with its bid, proposal, or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not



be limited to: Contractor's business or financial records, documents, or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract, or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

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CONTRACTOR RESPONSIBILITY PROVISIONS – (MD 215.9 Amended)

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction, or other activity under a contract, grant, lease, purchase order, or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority, and if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it, or to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
 Office of Chief Counsel
 603 North Office Building
 Harrisburg, PA 17125
 Telephone No: (717) 783-6472
 FAX No: (717) 787-9138

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OFFSET PROVISION– (MD 215.9 Amended)

The Contractor agrees that the Commonwealth of Pennsylvania (Commonwealth) may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the contractor under any contract with the Commonwealth.

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NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
4. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.



6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
8. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

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THE AMERICANS WITH DISABILITIES ACT (M.D. 215.12)

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform, or seeks to furnish or perform, goods, supplies, services, construction, or other activity under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act*, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the *Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for, and agrees to indemnify and hold harmless the Commonwealth from, all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

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CONTRACT PROVISIONS – RIGHT TO KNOW LAW 8-K-1532

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment, or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

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g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts. However, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment, or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

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APPLICABLE LAW

This Contract shall be governed by, and interpreted and enforced in accordance with, the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have *in personam* jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

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Unofficial Copy

REV-183
BUREAU OF INDIVIDUAL TAXES
PO BOX 280603
HARRISBURG, PA 17128-0603

**REALTY TRANSFER TAX
STATEMENT OF VALUE**
COMPLETE EACH SECTION

State Tax Paid: 8110.00
Book: 9969 Page: 1109
Instrument Number: 11679010
Date Recorded: 7-29-19

SECTION I TRANSFER DATA

Date of Acceptance of Document: 7/1/19

Grantor(s)/Lessor(s) Commonwealth of Pennsylvania	Telephone Number (717) 787-6640	Grantee(s)/Lessee(s) Eastern Shore Natural Gas Company	Telephone Number (302) 734-6710
Mailing Address 400 Market St. 7th Floor, Rachel Carson State Official Bldg		Mailing Address 500 Energy Lane, Suite 200	
City Harrisburg	State PA	ZIP Code 17125	City Dover
			State DE
			ZIP Code 19901

SECTION II REAL ESTATE LOCATION

Street Address 100 Augustin Lane	City, Township, Borough Franklin
County Chester	School District Avon Grove
	Tax Parcel Number P/O 72-7-13

SECTION III VALUATION DATA

Was transaction part of an assignment or relocation? YES NO

1. Actual Cash Consideration 11,000.00	2. Other Consideration + 0.00	3. Total Consideration = 11,000.00
4. County Assessed Value 22,760.00	5. Common Level Ratio Factor x 1.95	6. Computed Value = 44,382.00

SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed \$	1b. Percentage of Grantor's Interest in Real Estate %	1c. Percentage of Grantor's Interest Conveyed %
---------------------------------------	--	--

2. Check Appropriate Box Below for Exemption Claimed.
- Will or intestate succession. _____ (Name of Decedent) _____ (Estate File Number)
 - Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)
 - Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)
 - Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
 - Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
 - Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
 - Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
 - Statutory corporate consolidation, merger or division. (Attach copy of articles.)
 - Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)

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SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:

Name Laura Holloway, Right of Way Agent, Century Engineering, Inc.	Telephone Number (717) 901-7055
Mailing Address 200 Airport Road	City New Cumberland
	State PA
	ZIP Code 17070

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party: Maura Jones Date: 7/1/19

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.