



Kevin D. Coleman  
Counsel

Appalachian/Michigan BU  
Chevron North America Exploration & Production  
Company (a Chevron U.S.A. Inc. division)  
1550 Coraopolis Heights Road  
PO Box 611  
Moon Township, PA 15108  
Tel 1 412 865-3131  
Fax 1 412 262 3927  
kcoleman@chevron.com

RECEIVED

March 4, 2014

MAR 5 2014

***Via Certified Mail***

The Secretary of the Commission  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**In re: Amendment to Application of Chevron Appalachia, LLC for approval of the installation of a water line and improvement of a roadway at the location where East Riverside Road (Luzerne Township Rd., T-305) crosses below grade of the tracks of Norfolk Southern Railroad Company, located in Luzerne Township in Fayette County / Docket No. A-2013-2384608**

To Whom It May Concern:

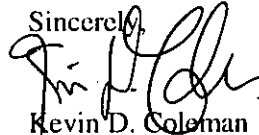
Enclosed for filing and for the Pennsylvania Public Utility Commission's approval, please find the following, in connection with the above-referenced matter:

1. Original PUC Application (with exhibits) dated October 16, 2013;
2. Approval Letter from PUC dated December 16, 2013; and
3. Amended Exhibit "A" of the PUC Application approved on December 16, 2013.

To clarify, the purpose of this filing is to replace Exhibit "A" as approved by the PUC on December 16, 2013 with the enclosed revised Exhibit "A". The only change that has been made to the previously approved Exhibit "A" is to reduce the steel casing buried depth (to the top of the pipe) from 6.5' to 3'.

Please confirm receipt of this filing at your earliest convenience.

Please feel free to contact me directly if you have any questions or concerns related to Chevron or its operations in connection with this matter. If you have questions related to railroad approvals as they relate to this matter, please contact Jim McCay of AECOM at (215) 789-2159.

Sincerely,  
  
Kevin D. Coleman

cc (w/ encls.): Dan Helfrich, Pennsylvania Public Utility Commission  
Norfolk Southern Railroad Corp.  
AECOM  
Luzerne Township  
Fayette County Board of Commissioners  
Pennsylvania Department of Transportation  
Office of Chief Counsel – Penn DOT  
Penn DOT District 12-0



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Moon Township, PA 15108  
Tel 1 412 865-3131  
Fax 1 412 262 3927  
[kcoleman@chevron.com](mailto:kcoleman@chevron.com)

RECEIVED

MAR 5 2014

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

October 16, 2013

***Via Certified Mail***

The Secretary of the Commission  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

**In re: Application of Chevron Appalachia, LLC for approval of the installation of a water line and improvement of a roadway at the location where East Riverside Road (Luzerne Township Rd., T-305) crosses below grade of the tracks of Norfolk Southern Railroad Company, located in Luzerne Township in Fayette County.**

To Whom It May Concern:

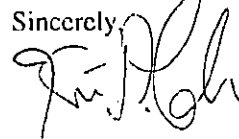
Enclosed for filing and for the Pennsylvania Public Utility Commission's approval, please find the following, in connection with the above-referenced matter:

1. Original Executed PUC Application (with exhibits);
2. Revised Executed PUC Application (with exhibits); and
3. Executed Certificate of Service.

The only revision of the original PUC application that we have made is to Exhibit A.

Please confirm receipt of this filing and provide my office with a docket number at your earliest convenience.

Please feel free to contact me directly if you have any questions or concerns related to Chevron or its operations in connection with this matter.

Sincerely,  
  
Kevin D. Coleman

cc (w/ encls.): Norfolk Southern Railroad Corp.  
AECOM  
Luzerne Township  
Fayette County Board of Commissioners  
Pennsylvania Department of Transportation  
Office of Chief Counsel – Penn DOT  
Penn Dot District 12-0

**BEFORE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

In re: Application of Chevron Appalachia, LLC for approval of the installation of a water line and improvement of a roadway at the location where East Riverside Road (Luzerne Township Road, T-305) crosses below grade of the tracks of Norfolk Southern railroad company, located in Luzerne Township in Fayette County.

Application  
Docket No.

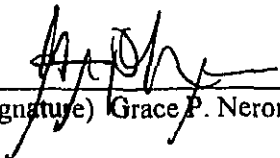
To Pennsylvania Public Utility Commission:

1. The name and address of applicant are Chevron Appalachia, LLC ("Chevron") at 1550 Coraopolis Heights Road, 3<sup>rd</sup> Floor, P.O. Box 611, Moon Township, Pa 15108.
2. Kevin D. Coleman is Counsel for Chevron and has an address at 1550 Coraopolis Heights Road, 3<sup>rd</sup> Floor, P.O. Box 611, Moon Township, Pa 15108.
3. Chevron has drilled and intends to drill multiple oil and gas wells on properties to the east of the Monongahela River in Fayette County.
4. In furtherance of its oil and gas operations in this area, Chevron proposes to install a water line at the roadway at the location where East Riverside Road (aka, "T-305") crosses below grade of the tracks of Norfolk Southern Railroad Corporation, located at approximately 39° 55' 56.0", -79° 55' 54.5", located in Luzerne Township in Fayette County ("the Crossing") as shown in the attached Exhibit A ~ "Young Waterline" which is a site plan prepared by Gateway Engineers.
5. The proposed line will transport water pumped from the Monongahela River to oil and gas well sites on properties. The 16" HDPE water line will require an open cut under the railroad bridge, which is more than 12 feet higher than the ground elevation. This portion of East Riverside Road right of way is un-opened and unimproved.
6. As part of this project, Chevron also proposes to upgrade East Riverside Road, including the portion of this road located at the Crossing. Luzerne Township has approved of these proposals and has granted Chevron a right of way for the waterline and has executed an agreement with Chevron pertaining to the upgrade of East Riverside Road. These agreements are attached hereto as Exhibits B and C and contain additional site plans prepared by Gateway Engineer relative to this proposal.
7. No utilities will be impacted by the above described proposals.
8. Chevron has shared these plans with Norfolk & Southern Railroad Corporation and has incorporated changes to the plans in response to comments that Chevron received from Norfolk & Southern Railroad Corporation regarding the plans.

9. Chevron will be responsible for the costs of the installation of the water line as well as its ongoing maintenance.
10. Chevron will be responsible for the costs of performing the road upgrade described in Exhibit D. However, as noted in Exhibit D, Luzerne Township will continue to own and be responsible for ongoing maintenance of East Riverside Road.
11. The installation of the water line is necessary for Chevron's oil and gas well drilling operations.

Wherefore, applicant prays your Honorable Commission to approve the application:

Date: 13<sup>th</sup> September 2013

  
(Signature) Grace P. Nerona, Assistant Secretary

**§ 1.36. Verification.**

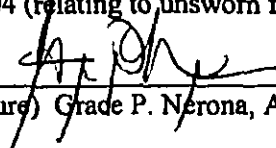
(a) Applications, petitions, formal complaints, motions and answers thereto containing an averment of fact not appearing of record in the action or containing a denial of fact shall be personally verified by a party thereto or by an authorized officer of the party if a corporation or association. Verification means a signed written statement of fact supported by oath or affirmation or made subject to the penalties of 18 Pa. C.S. §4904 (relating to unsworn falsification to authorities). If verification is required, notarization is not necessary.

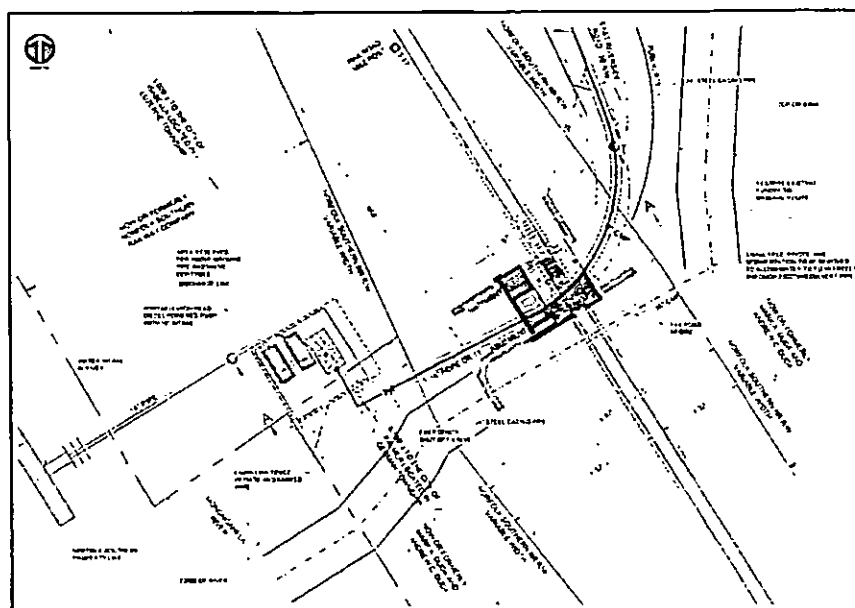
(b) The Verification form should comply substantially with the following:

**VERIFICATION**

I, Grace P. Nerona, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Date: 13<sup>th</sup> September 2013

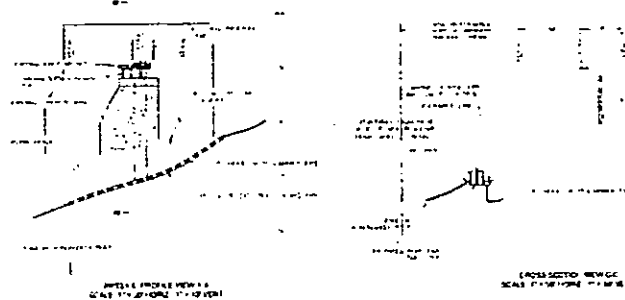
  
(Signature) Grace P. Nerona, Assistant Secretary



NOTE:  
WATER DISTRIBUTION SYSTEM IN AREA OF A DOWNTOWN HOTEL  
WATER MAINS, BELOW THE WATER PUMP WILL BE OPERATED  
AS A LOW VOLTAGE ELECTRICAL SYSTEM BATTERY POWERED

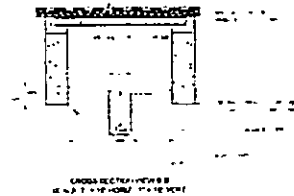
PLAN VIEW  
SCALE: 1" = 20'

CONTENTS TO BE HANDLED	CARRIER PIPE	CASING PIPE
NORMAL OPERATING PRESSURE	94 PSI	NA
NOMINAL SIZE OF PIPE	18" IPS	24"
OUTSIDE DIAMETER	18"	24"
INSIDE DIAMETER	12.515"	23.25"
WALL THICKNESS	1.455"	0.375"
WEIGHT PER FOOT	29.15 LBS	94.62 LBS
MATERIAL	HDPE	STEEL
PROCESS OF MANUFACTURE	EXTRUSION	CAST
SPECIFICATION	ASTM D3330 ASTM F714 AWWA C906	ASTM A252
GRADE OR CLASS	PE 4710 (PE 3408) / OR 11	GRADE 2
TEST PRESSURE	1.5 X OPERATING	NA
TYPE OF JOINT	BUTT FUSION	WELDED
TYPE OF COATING	ISA	BUTYRADOL TO AREX GUIDELINES
DETAILS OF CATHODIC PROTECTION	ISA	ISA
DETAILS OF SEALS OR PROTECTION AT ENDS OF CASING	ISA	CC1 PIPELINE SYSTEMS MODEL ESV
METHOD OF INSTALLATION	OPEN CUT	OPEN CUT
CHARACTER OF SUBSURFACE MATERIAL AT THE CROSSING LOCATION	UNKNOWN	UNKNOWN
APPROXIMATE GROUND WATER LEVEL	ASSUME 3' V.F.	ASSUME 3' V.F.
SOURCE OF INFORMATION ON SUBSURFACE CONDITIONS (BORINGS, TEST PITS OR OTHER)	NONE	NONE



PROFILE VIEW  
SCALE: 1" = 10' HORIZ. 1" = 10' VERT.

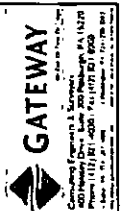
CROSS SECTION VIEW  
SCALE: 1" = 10' HORIZ. 1" = 10' VERT.



CROSS SECTION VIEW  
SCALE: 1" = 10' HORIZ. 1" = 10' VERT.

GENERAL NOTES:

- CONSTRUCTION SHALL FOLLOW ALL REQUIREMENTS OF  
NORTH CAROLINA SOUTH CAROLINA WATER REUSE  
ACTS AND ALL OTHER APPLICABLE REGULATIONS
- CASING PIPE TO HAVE CATHODIC PROTECTION
- PIPELINE SHALL BE INSTALLED AND MAINTAINED  
IN ACCORDANCE WITH THE LATEST APPROVED TECHNICAL  
MANUALS AND STANDARDS FOR WATER  
DISTRIBUTION SYSTEMS FOR PIPELINES CO-100  
FLAMMABLE AND NON-FLAMMABLE SUBSTANCES
- ALL WORK SHALL BE WITNESSED
- FOR EACH SECTION OF THE ACTIVITY A LOG IS REQUIRED



REVISION RECORD
1. INITIAL DESIGN
2. REVISED DESIGN
3. REVISED DESIGN
4. REVISED DESIGN
5. REVISED DESIGN
6. REVISED DESIGN
7. REVISED DESIGN
8. REVISED DESIGN
9. REVISED DESIGN
10. REVISED DESIGN

4-H (Young) Waterline  
LUCILLE KENNEDY  
PREPARED FOR  
CHEVRON APPALACHIA, LLC  
SMITHFIELD, PA 15418

## RIGHT-OF-WAY AND EASEMENT AGREEMENT

This **RIGHT-OF-WAY AND EASEMENT AGREEMENT** ("Agreement"), is made effective as of this 3<sup>rd</sup> day of July, 2013 ("Effective Date"), between **LUZERNE TOWNSHIP**, a second class township with a mailing address of 415 Hopewell Road, Brownsville, Pennsylvania 15417 ("Grantor") and **CHEVRON APPALACHIA, LLC**, a Pennsylvania limited liability company with an address at Westpointe Corporate Center One, 1550 Coraopolis Heights Road, Moon Township, Pennsylvania 15108 ("Grantee").

### RECITALS

- A. Grantor owns that certain road in Luzerne Township, Fayette County, Commonwealth of Pennsylvania, TR 3055 (also known as East Riverside Road), bounded substantially by lands now or formerly owned as follows:

On the North by: Wellington Dev-WVDT, LLC

On the East by: Duda, Mark & Andrew

On the South by: Duda, Mark & Andrew

On the West by: Duda, Mark & Andrew and Wellington Dev-WVDT, LLC

Being the same lands described in that certain instrument recorded in Road Docket Volume 11, Page 146 of the Recorder of Deeds Offices in the county and state aforementioned.

- B. Grantee desires to obtain an easement, servitude, privilege and right-of-way covering the Land on the terms and conditions set out in this Agreement.
- C. In consideration of the mutual promises set out in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor and Grantee agree to be bound by the terms of this Agreement.

### AGREEMENT

1. **GRANT.** Grantor grants Grantee a right-of-way and easement ("Right-of-Way"), over, upon, under, through, and across the Land, for the purposes set out in Section 3 and subject to all of the terms and conditions set out in this Agreement. Grantor agrees not to build, construct, or create, nor permit others to build, construct, create, or use any building, structures, engineering works, or other personal property or improvements on the Land that will unreasonably interfere with the rights granted to Grantee under this Agreement. Grantor represents and warrants that he is the owner of the Land and has the right, title, and capacity to grant the Right-of-Way. This Agreement does not convey, and will not be construed as conveying, any part of the fee title to the Land or the oil and gas or other mineral rights underlying the Land. The rights granted under this Right-of-Way may be used by the employees and agents of Grantee, its contractors, subcontractors, and other Persons performing work or services in connection with Grantee's oil and gas operations in the area.

## 2. DEFINITIONS AND INTERPRETATIONS.

2.1 As used in this Agreement, these words or expressions have the following meanings:

- (A) "Affiliate" of a Party shall mean any Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with such Party. For purposes of this definition, "control" means ownership of fifty percent (50%) or greater of the voting interest (stock or otherwise) of such entity.
- (B) "Agreement" has the meaning given in the introductory paragraph.
- (C) "Claim" means any claim, liability, loss, demand, damages, Lien, cause of action of any kind, obligation, costs, fees, assessments, penalties, fines, judgment, interest and award (including recoverable legal counsel fees and costs of litigation of the Person asserting the Claim), whether arising by law, contract, tort, voluntary settlement or otherwise.
- (D) "Effective Date" means the date defined as "Effective Date" in the introductory paragraph of this Agreement.
- (E) "Grantee" has the meaning given in the introductory paragraph.
- (F) "Grantor" has the meaning given in the introductory paragraph.
- (G) "Land" has the meaning given in Recital A.
- (H) "Lien" means charge, encumbrance or similar right available to creditors at law to secure debts owed to them.
- (I) "Party" means Grantee or Grantor and "Parties" mean both of them.
- (J) "Person" means an individual, corporation, company, state, statutory corporation, government entity or any other legal entity.
- (K) "Right-of-Way" has the meaning given in Section 1.
- (L) "Term" has the meaning given in Section 4.1.

2.2 Unless the context expressly requires otherwise, all of the following apply to the interpretation of this Agreement:

- (A) The plural and singular words each include the other.
- (B) The word "or" is not exclusive.
- (C) The word "includes" and "including" are not limiting, but are terms of enlargement so other items or components are includable although not specifically expressed.



- (D) References to matters "arising" (or which "arise" or "arises") "out of this Agreement" include matters which arise in connection with this Agreement or have a causal connection with or which flow from this Agreement or which would not have arisen or occurred but for the entering into this Agreement or the performance of or failure to perform obligations under this Agreement.
- (E) The headings in this Agreement are included for convenience and do not affect the construction or interpretation of any provision of, or the rights or obligations of a Party under, this Agreement.

### 3. PURPOSE

#### 3.1 Purpose. The Right-of-Way is granted for the purposes of:

- (A)
- (B) Laying, constructing, using, operating, inspecting, maintaining, repairing, altering, changing the size of, replacing, and/or removing pipelines and such related appurtenances, structures and facilities (including compression units, pump, fittings, tie-overs, line heaters, appliances, valve boxes, cathodic protection equipment and vents) as may be necessary or convenient for the transportation of oil, gas, water and/or any other substance, including the installation of a waterline and pump pad as shown in the attached Exhibits A through E.
- (C)
- (D) Clearing trees, undergrowth, and other obstructions from the Land. Grantee is authorized to remove from the Land all trees, brush, undergrowth, debris, structures, buildings and other obstructions that in Grantee's reasonable opinion interfere with the exercise of the rights granted under this Agreement, without compensation to Grantor.

#### 3.2 Access. In addition to the rights granted above, Grantor grants Grantee the right of ingress and egress to, over, upon, through and across the Land and any other adjacent lands owned by Grantor for all purposes necessary or incidental to the exercise of Grantee's rights under this Agreement.

- 4. **TERM.** The Right-of-Way is granted for a term ("Term") beginning when Grantee commences operations on the Land to utilize the Right-of-Way and continuing for so long thereafter as Grantee uses the Right-of-Way in connection with its oil and gas operations in the area, without cessation of more than two years.
- 5. **PAYMENT.** Grantee shall pay the sum of Five Dollars per linear foot (\$5.00) to the Grantor within thirty (30) days after the commencement of operations by Grantee to utilize the Right-of-Way granted hereunder.
- 6. **COMPLIANCE WITH APPLICABLE LAW.** During the period this Agreement is in force and effect, the Parties to this Agreement agree to comply with all applicable federal, state, tribal and local laws and with all rules, regulations and orders of all regulatory authorities having jurisdiction that may be in effect from time to time.

7. **BREACH.** If Grantee defaults in the performance of any of its obligations under this Agreement, Grantor may enforce the performance of this Agreement in any manner provided by law after providing Grantee thirty (30) days' written notice specifying the nature of the breach and providing Grantee the opportunity to cure the breach before taking any such enforcement actions. If Grantee cures or substantially cures the breach, Grantor shall take no enforcement action.
8. **REMOVAL AND RESTORATION OF PROPERTY.** All equipment, structures, facilities, and improvements installed by Grantee on the Land will remain the property of Grantee, and Grantee will have the right at any time during the term of this Agreement and for 180 days thereafter to remove same without compensation to Grantor. Upon termination of the Right-of-Way, Grantee will have the obligation to remove its above-ground equipment, structures, improvements and installations. Grantee will be under no obligation to restore the Land to the condition in which it existed prior to the Effective Date of this Agreement.
9. **CONFLICT OF INTEREST.** No director, employee, or agent of either Party will give or receive any commission, fee, rebate, gift, or entertainment of significant cost or value in connection with this Agreement. During the Term of this Agreement and for two (2) years thereafter, any representatives authorized by either Party may audit the applicable records of the other Party solely for the purpose of determining whether there has been compliance with this provision. The provisions of this section will survive termination of this Agreement.
10. **GOVERNING LAW.** This Agreement is governed by and interpreted under the laws of the Commonwealth of Pennsylvania, without regard to its choice of law rules.
11. **NOTICES.**
  - 11.1 All notices required or permitted under this Agreement must be in writing and delivered by mail (postage prepaid) or by hand delivery to the address of the Party receiving the notice set out in the signature page to this Agreement. Notice may also be delivered by facsimile sent to the facsimile number of the receiving Party set out in the signature page to this Agreement provided that the original notice is promptly sent to the recipient by mail (postage prepaid) or by hand delivery. Notices sent by e-mail are ineffective.
  - 11.2 Notices are effective when received by the recipient during the recipient's regular business hours.
  - 11.3 Notices which do not comply with the requirements of this Agreement are ineffective, and do not impart actual or any other kind of notice.
12. **THIRD PARTY RIGHTS.** Except as otherwise expressly stated herein, no person who is not a Party to this Agreement has any rights under this Agreement or may enforce any provision of this Agreement.
13. **ASSIGNMENT.** The rights of either Party may be assigned in whole or in part. The terms of this Agreement will be binding upon and inure to the benefit of the Parties and their heirs, successors and assigns. No change of ownership of Grantor's rights will operate to enlarge the obligations or diminish Grantee's rights. No change in ownership of the Land will affect or bind Grantee until the purchaser furnishes to Grantee the original or certified copy of the conveying instrument.

#### 14. GENERAL PROVISIONS

- 14.1 **Prior Agreements.** This Agreement comprises the complete and exclusive agreement between the Parties regarding the subject matter of this Agreement, and supersedes all oral and written communications, negotiations, representations or agreements in relation to that subject matter made or entered into before the Effective Date.
- 14.2 **Amendment.** This Agreement may not be amended orally or by performance. No amendment to this Agreement is effective unless made in writing and signed by authorized representatives of both Parties.
- 14.3 **Waiver.** A Party's failure to pursue remedies for breach of this Agreement does not constitute a waiver by that Party of any breach of this Agreement by the other Party or raise any defense against Claims against the other Party for breach of this Agreement. The waiver or failure to require the performance of any covenant or obligation contained in this Agreement or pursue remedies for breach of this Agreement does not waive a later breach of that covenant or obligation.
- 14.4 **Severability.** Each provision of this Agreement is severable and if any provision is determined to be invalid, unenforceable or illegal under any existing or future law by a court, arbitrator of competent jurisdiction or by operation of any applicable law, this invalidity, unenforceability or illegality does not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.
- 14.5 **Survival.** Despite termination of this Agreement for any reason, all provisions in this Agreement containing representations, warranties, releases and indemnities, and all provisions relating to audit, confidentiality, insurance, disclaimer of certain remedies, limitations of liability, retention and inspection of records, dispute resolution and governing law, and all causes of action which arose prior to completion or termination, survive indefinitely until, by their respective terms, they are no longer operative or are otherwise limited by an applicable statute of limitations.
- 14.6 **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original of this Agreement, and which together will constitute one and the same instrument. When executed in counterparts, no Party will be bound to this Agreement unless and until all Parties have executed and delivered to each of the other Parties an executed counterpart.
- 14.7 **Authorized Representatives.** Each Party represents and warrants that the Agreement has been duly executed and delivered by its authorized officer or other representative and constitutes its legal, valid and binding obligation enforceable in accordance with its terms, and no consent or approval of any other Person is required in connection with its execution, delivery, and performance of the Agreement.

The remainder of this page left intentionally blank.

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

**GRANTEE:**  
Chevron Appalachia, LLC

**GRANTOR:**  
Luzerne Township

Signature:

By: Marc Tate

Name: Marc Tate

Title: Attorney in Fact

Signature:

Gregg P. Downer

Name: GREGG P. DOWNER

Title: Supervisor

**ADDRESS FOR NOTICES:**

Chevron Appalachia, LLC  
800 Mountain View Drive  
Smithfield, PA 15478

Attention: Scott Kohne  
Telephone: 724-977-1380  
Facsimile: 412-865-0076

**ADDRESS FOR NOTICES:**

Luzerne Township  
415 Hopewell Road  
Brownsville, PA 15417

Attention: Greg Downer  
Telephone: 724-785-5021  
Facsimile: 724-785-7444

## INDIVIDUAL ACKNOWLEDGEMENT

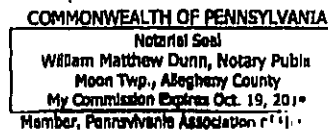
COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF Fayette )

Before me, the undersigned authority, on this day personally appeared Graig Downer, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29 day of August, 2013.

My commission Expires: 10/19/2014

William Matthew Dunn  
Notary Public



## LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

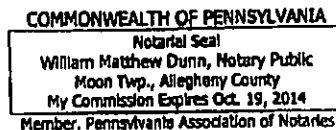
COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

On this the 28 day of August, 2013, before me, William P. Pether, Ding the undersigned authority, personally appeared Marc Tate, who acknowledged himself to be the Attorney in Fact of Chevron Appalachia, LLC a Pennsylvania limited liability company and that he as such Attorney in Fact, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Attorney in Fact.

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

My commission Expires: 10/17/2014

William Matthew Eugene  
Notary Public



## ROAD CONSTRUCTION AGREEMENT

This **ROAD CONSTRUCTION AGREEMENT** ("Agreement") dated as of 3<sup>rd</sup> of July, 2013 (the "Effective Date") is made by and between **CHEVRON APPALACHIA, LLC**, a Pennsylvania limited liability company, ("Chevron") and, **LUZERNE TOWNSHIP**, Fayette County, Pennsylvania, a second class Township organized and existing under the laws of the Commonwealth of Pennsylvania, (hereinafter called the "Township").

### RECITALS

- A. The Township Road (TR# 3055) known as East Riverside Road ("Township Road") is an existing public roadway with an existing 50 foot public road right-of-way.
- B. Chevron has requested to construct certain improvements to the Township Road within the existing right of way owned by Township.
- C. Township believes the construction of these improvements by Chevron is a benefit to itself and the community.
- D. In consideration of the mutual promises in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Chevron and Township (collectively, "the Parties") agree to be bound by the terms of this Agreement.

### AGREEMENT

#### 1. ROAD CONSTRUCTION

- 1.1 The Township shall allow Chevron to install the proposed upgrades to this public roadway as documented in the approved plans, drawings and details for the project titled Young Waterline, dated June 2013, (hereinafter, "the Road Construction") as prepared by Gateway Engineers, Inc., attached hereto as Exhibit "A through E".
- 1.2 The Road Construction will be completed by Chevron in accordance with the approved plans, drawings, and details and as set forth in Exhibit "A through E".
- 1.3 The Township Engineer will inspect and certify the Road Construction within the public rights-of way in accordance with the approved plans, drawings, and details.
- 1.4 Chevron shall provide Township with a construction cost estimate for all proposed improvements within the public rights of way necessary for the Road Construction in accordance with the approved plans, drawings, and details. This estimate must be reviewed and approved by the Township Engineer.

## **2. RESPONSIBILITY FOR COSTS**

2.1 Chevron shall be responsible for all reasonable costs in connection with the Road Construction. The term "costs" shall include: construction costs, engineering costs, inspection costs, and related additional maintenance and administration costs reasonably incurred by Township in connection with the Road Construction from the effective date of this Agreement until 6 months after the completion of the Road Construction.

2.2 Ongoing Township Responsibilities. At all times, during the Road Construction and after its completion, said road and the improvements made as a result of the Road Construction will be owned and maintained by Township. Nothing in this agreement should be construed to require Operator to perform routine maintenance or ordinary repairs on the Township Road where said maintenance or repairs are not made necessary as a result of damage proximately caused by Operator's Road Construction.

3. ACCEPTANCE OF ROAD CONSTRUCTION / TERMINATION. This agreement shall terminate upon Township's acceptance of the Road Construction after the Road Construction has been completed. Upon Township's acceptance of the Road Construction, this Agreement shall be terminated and of no further force or effect and the Township shall promptly release any and all applicable surety bonds relating to this Agreement. Chevron may terminate this Agreement at any time prior to its commencement of the Road Construction. Should the Township terminate this agreement prior to the completion of the Road Construction, the Township shall reimburse Chevron for the costs it incurred as of the date of termination and all reasonable costs related to the demobilization of construction equipment as a result of the termination.

## **4. DISPUTE RESOLUTION AND CHOICE OF LAW.**

4.1 Choice of Law. This Agreement shall be governed by the laws of Pennsylvania.

4.2 Resolution of Disputes. If any Dispute arises out of, or in relation to this Agreement, and if the Dispute cannot be resolved by direct negotiations, either Party must initiate mediation by giving notice to the other. If the Dispute is not resolved by mediation within sixty days from the date of the notice requiring mediation, either Party must initiate binding arbitration by giving notice to the other.

4.3 Arbitration Proceedings. The following provisions shall apply to arbitration proceedings pursuant to Section 4:

A. The place of arbitration will be Pennsylvania.

B. One arbitrator (or three arbitrators if the monetary value of the Dispute is more than US\$5,000,000) will conduct the arbitral proceedings in accordance with the International Institute for Conflict Prevention and Resolution ("CPR") Rules. To the extent of any conflicts between the Act or the CPR Rules and the provisions of this Agreement, the provisions of this Agreement shall prevail. The CPR is the appointing authority.

C. The Parties shall submit true copies of all documents considered relevant with their respective statement of Claim or defense, and any counterclaim or reply. Neither Party may compel the other to produce additional documents. The maximum number of witnesses each Party may call to give evidence is three witnesses of fact and one expert witness.

D. The arbitrator(s) does not have the power to award, nor shall the arbitrator(s) award, any punitive, indirect or consequential damages (however denominated). All arbitration fees and costs shall be paid equally, regardless of which Party prevails, unless provided to the contrary in this Agreement. Each Party shall pay its own costs of legal representation and witness expenses.

E. The arbitrator(s) must render a reasoned award in writing. The award is final and binding. *The Dispute will be resolved as quickly as possible. The arbitration award must be issued within three months from completion of the hearing, or as soon as possible thereafter.*

4.4 Definitions.

A. "Claim" means any claim, liability, loss, demand, damage, Lien, cause of action of any kind, order, subpoena, obligation, cost, royalty, fee, assessment, duty, charge, penalty, fine, judgment, interest and award (including recoverable legal counsel fee and cost of litigation of the Person asserting the claim), whether arising by law, contract, tort, voluntary settlement or in any other manner.

B. "Dispute" means any dispute or controversy arising out of this Agreement or the performance of Services, including a Claim under this Agreement and any dispute or controversy regarding the existence, construction, validity, interpretation, enforceability, termination or breach of this Agreement, whether based in contract, tort or in any other manner.

C. "Lien" means any charge, encumbrance or similar right available to creditors at law to secure debts owed to them.

6. General Provisions:

6.1 Counterparts. This Agreement may be executed in counterparts. Facsimile copies of signatures shall constitute originals.

6.2. Amendment. No amendment to this Agreement is effective unless made in writing and signed by authorized representatives of both Parties.

6.3. Severability. Each provision of this Agreement is severable and if any provision is determined to be invalid, unenforceable or illegal under any existing or future law by a court, arbitrator of competent jurisdiction or by operation of any applicable law, this invalidity, unenforceability or illegality does not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

6.4 Prior Agreements. This Agreement comprises the complete and exclusive agreement between the Parties concerning the subject matter addressed herein and supersedes all oral and written communications, negotiations, representations or agreements in relation to that subject matter made or entered into before the Effective Date.

6.5 Notice.

A. All notices required or permitted under this Agreement must be in writing and delivered by mail (postage prepaid) or by hand delivery to the address of the receiving Party set out in the signature page to this Agreement. Notice may also be delivered by facsimile sent to the facsimile number of the receiving Party set out in the signature page to this Agreement provided that the



original notice is promptly sent to the recipient by mail (postage prepaid) or by hand delivery. Notices sent by email are ineffective.

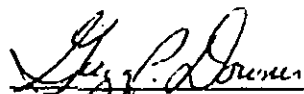
B. Notices are effective when received by the recipient during the recipient's regular business hours.

C. Notices which do not comply with the requirements of this Agreement are ineffective, and do not impart actual or any other kind of notice.

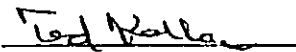
6.6 Further Assurances. The parties shall provide to each other such information with respect to the transactions contemplated hereby as may be reasonably requested and shall execute and deliver to each other such further documents and take such further action as may be reasonably requested by any party to document, complete or give full effect to the terms and conditions of this agreement and to carry out their respective obligations under this Agreement.

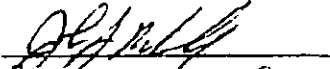
IN WITNESS WHEREOF, the parties hereto have made and entered into this Agreement as of the date first set forth above with the intent to be legally bound.

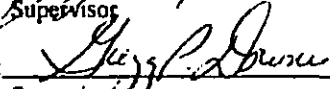
ATTEST:

  
Secretary

LUZERNE TOWNSHIP  
BOARD OF SUPERVISORS

BY:   
Chairman

BY:   
Supervisor

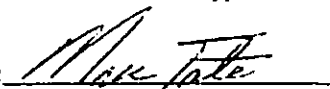
BY:   
Supervisor

ADDRESS FOR NOTICES:

WITNESS:



OPERATOR: Chevron Appalachia, LLC

BY:   
Name: Marc Tate  
Title: Attorney-in-Fact  
Date: 8/28/13

ADDRESS FOR NOTICES:

Attention: AMBU Legal Department  
Westpointe Corporate Center One  
1550 Coraopolis Heights Road  
Moon Township, PA 15108  
FAX: 412-262-4613

EXHIBITS A- E

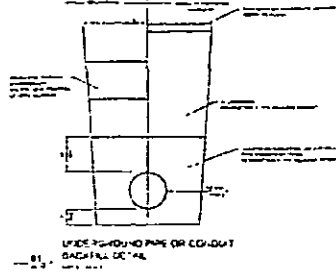


FIG. 1  
WELLHEAD OR EQUIPMENT

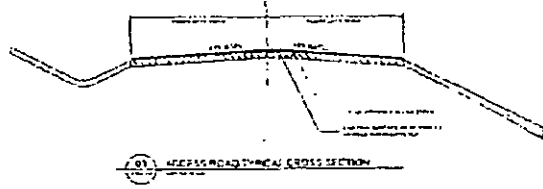
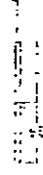


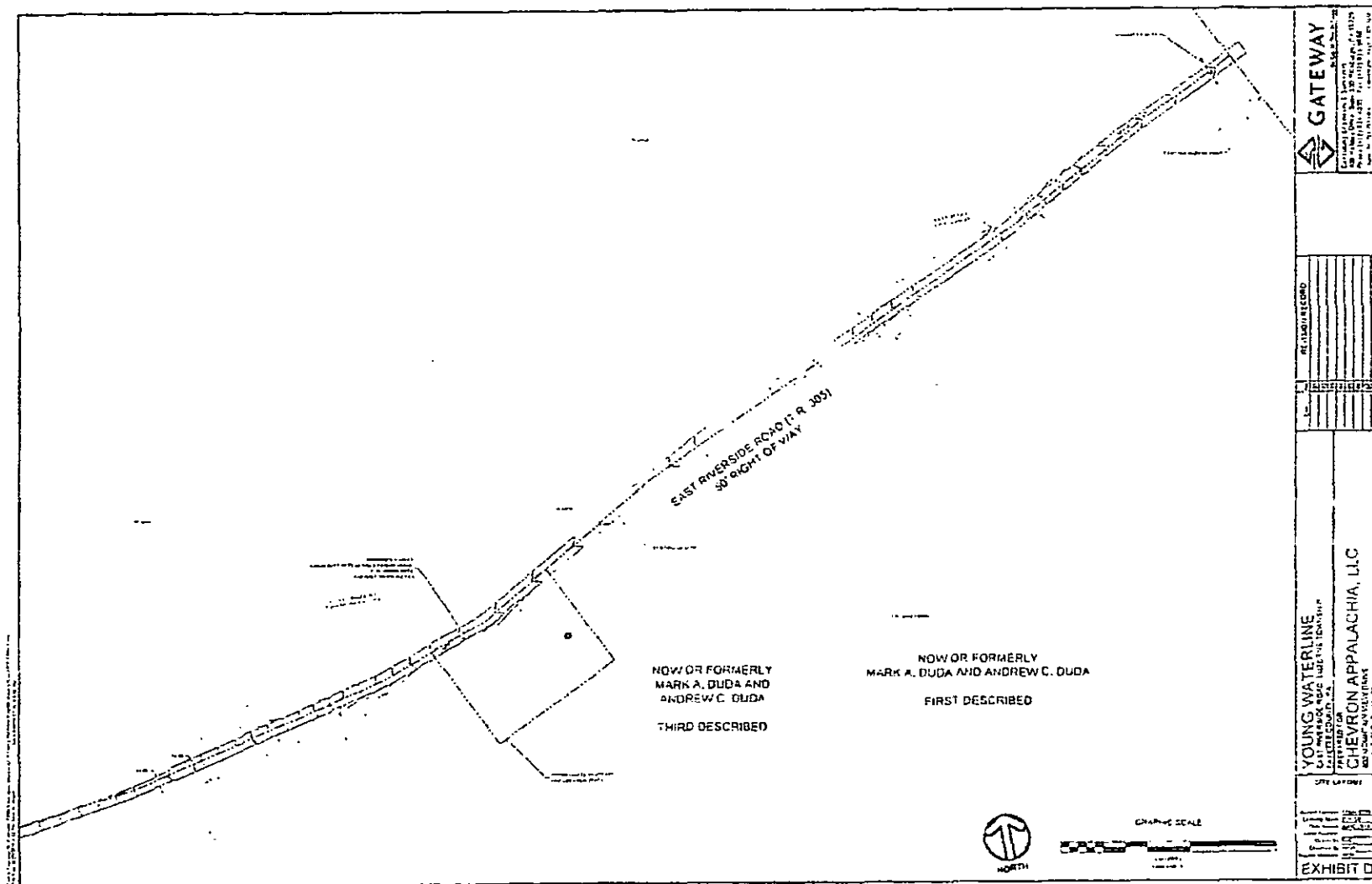
FIG. 2  
WELLHEAD OR EQUIPMENT

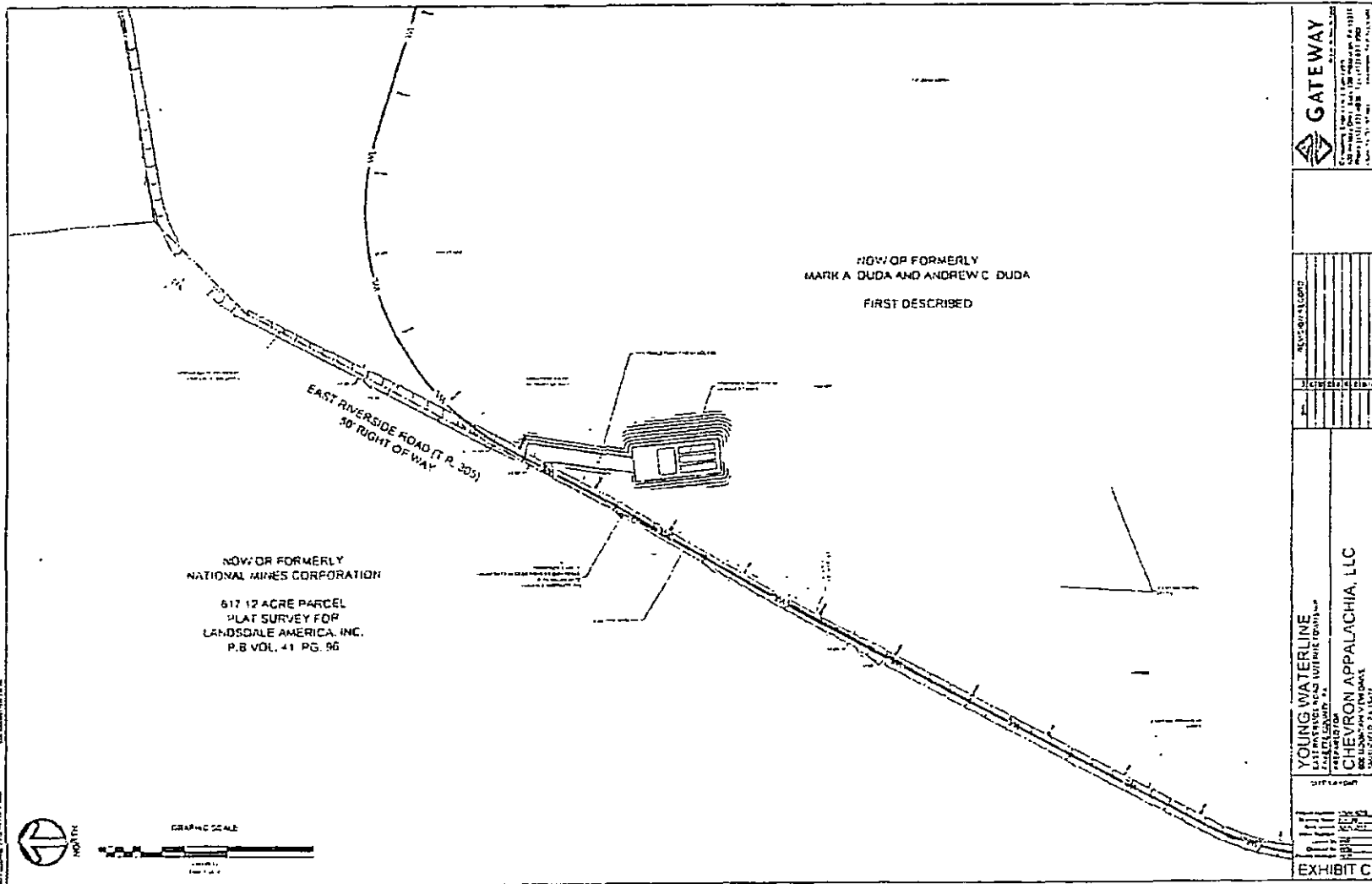


FIG. 3  
WELLHEAD OR EQUIPMENT

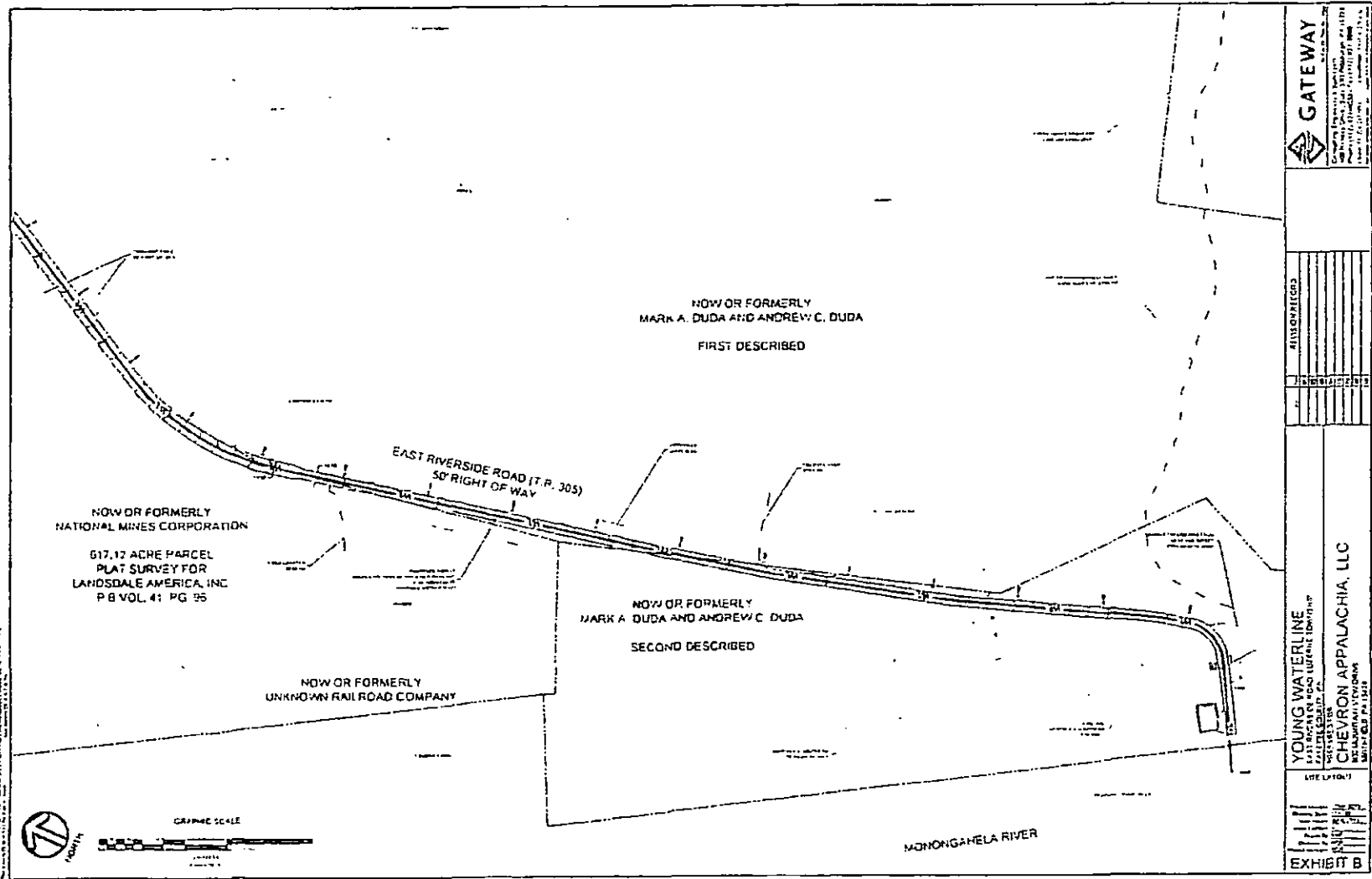


<b>GATEWAY</b> <small>CONCRETE SPECIALTIES, INC.</small> <small>10000 Old Hwy. 100, Suite 100</small> <small>Houston, Texas 77055</small> <small>713/261-1111</small>	
<b>YOUNG WATERLINE</b> <small>10000 Old Hwy. 100, Suite 100</small> <small>Houston, Texas 77055</small> <small>713/261-1111</small>	
<b>CHEVRON APPALACHIA, LLC</b> <small>10000 Old Hwy. 100, Suite 100</small> <small>Houston, Texas 77055</small> <small>713/261-1111</small>	
<b>EXHIBIT E</b>	





<b>GATEWAY</b> <small>Surveying &amp; Mapping, Inc.          1000 West 10th Street, Suite 100          Oklahoma City, Oklahoma 73106          Phone: (405) 521-1111          Fax: (405) 521-1112          Email: info@gateway-surveying.com</small>	
PREPARED FOR <b>CHEVRON APPALACHIA, LLC</b> <small>800 LUSK DRIVE, SUITE 200          SALT LAKE CITY, UT 84143</small>	PREPARED BY <b>YOUNG WATERLINE</b> <small>LAND SURVEYING, INC.          1000 WEST 10TH STREET, SUITE 100          OKLAHOMA CITY, OKLAHOMA 73106          PHONE: (405) 521-1111          FAX: (405) 521-1112          EMAIL: info@youngwaterline.com</small>
DATE: 08/11/11 SHEET: 1 OF 1	





END OF EXHIBITS A - E



### Certificate of Service

I hereby certify that I have this day served a true copy of the foregoing document upon the participants, listed below in accordance with § 1.54 (*relating to service by participant*).

**Norfolk Southern Railroad Corp.**  
**Attn: Paul Sciotti**  
**412 Holiday Dr.**  
**Building 2**  
**Pittsburgh, PA 15220**

**AECOM**  
**Attn: James McCay**  
**1700 Market St.**  
**Suite 1600**  
**Philadelphia, PA 19103**

**Fayette County Board of Commissioners**  
**Fayette County Commissioners Office**  
**61 East Main St.**  
**Uniontown, PA 15401**

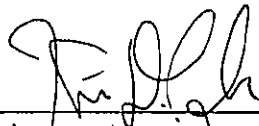
**Luzerne Township**  
**Attn: Greg Downer**  
**415 Hopewell Rd.**  
**Brownsville, PA 15417**

**Pennsylvania Department of Transportation**  
**ROW & Utility Division, Bureau of Design-Project Delivery –**  
**PennDOT**  
**P.O. Box 3362 , Harrisburg , PA 17105-3362**

**Office of Chief Counsel – PennDOT**  
**P.O. 8212**  
**Harrisburg , PA 17105-8212**

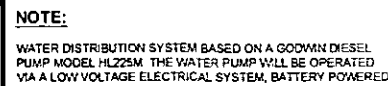
**Penn DOT District 12-0**  
**Grade Crossing Engineer**  
**P.O. Box 459**  
**825 N. Gallatin Ave., Uniontown, PA 15401**

Date: 10/16/2013

  
(signature)

Name: Kevin D. Cokman

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU



	CARRIER PIPE	CASING PIPE
CONTENTS TO BE HANDLED	WATER	CARRIER PIPE
NORMAL OPERATING PRESSURE	94 PSI	NA
NOMINAL SIZE OF PIPE	16" IPS	24"
OUTSIDE DIAMETER	16"	24"
INSIDE DIAMETER	12.915"	23.25"
WALL THICKNESS	1.455"	0.375"
WEIGHT PER FOOT	29.15 LBS	94.62 LBS
MATERIAL	HDPE	STEEL
PROCESS OF MANUFACTURE	EXTRUSION	CAST
SPECIFICATION	ASTM D3350 ASTM F714 AWWA C906	ASTM A252
GRADE OR CLASS	PE 4710 (PE 3408) / DR 11	GRADE 2
TEST PRESSURE	1.5 X OPERATING	NA
TYPE OF JOINT	BUTT FUSION	WELDED
TYPE OF COATING	N/A	BITUMINOUS TO AREMA GUIDELINES
DETAILS OF CATHODIC PROTECTION	N/A	N/A
DETAILS OF SEALS OR PROTECTION AT ENDS OF CASING	N/A	CC1 PIPELINE SYSTEMS MODEL ESW
METHOD OF INSTALLATION	OPEN CUT	OPEN CUT
CHARACTER OF SUBSURFACE MATERIAL AT THE CROSSING LOCATION	UNKNOWN	UNKNOWN
APPROXIMATE GROUND WATER LEVEL	ASSUME 3 V.F.	ASSUME 3 V.F.
SOURCE OF INFORMATION ON SUBSURFACE CONDITIONS (BORINGS, TEST PITS OR OTHER)	NONE	NONE

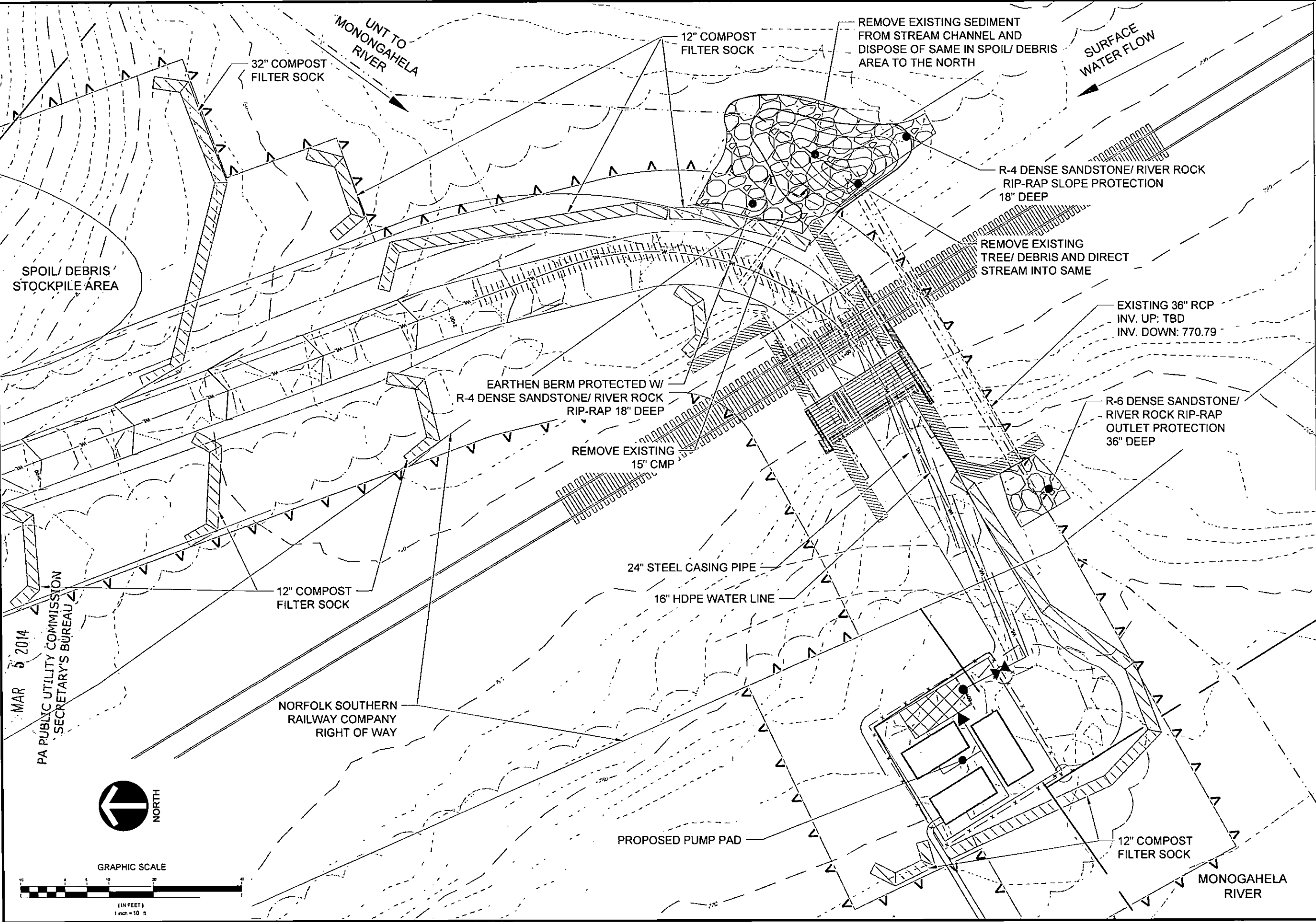



- 1 CONTRACTOR SHALL FOLLOW ALL REQUIREMENTS OF NORFOLK SOUTHERN'S NSCE-8 SPECIFICATIONS
- 2 CASING PIPE TO HAVE CASING END SEALS INSTALLED
- 3 PIPELINE AND CROSSING TO BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE LAST APPROVED "AMERICAN RAILWAY ENGINEERING AND MAINTENANCE OF WAY ASSOCIATION" SPECIFICATIONS FOR PIPELINES CONVEYING FLAMMABLE AND NON-FLAMMABLE SUBSTANCES
- 4 BLASTING NOT PERMITTED
- 5 NORFOLK SOUTHERN ACTIVITY NO. 1178498

**NORFOLK SOUTHERN  
RAILWAY COMPANY  
WATERLINE CROSSING  
PLANS**

Project Number: 17544-0279  
Drawing Scale: AS NOTED  
Date Issued: APRIL 2012  
Index Number: \_\_\_\_\_  
Drawn By: SRB  
Checked By: BMM  
Project Manager: VSR

Date	No	REVISIONS PER AECOM COMMENTS
2013-06-25	01	SURFACE INSTALLATION
2013-01-02	02	UNDERGROUND 24" WATER LINE WITH 34" CASING PIPE
2013-07-02	03	18" LINE WITH PUMP STATION/ REVISION TITLE BLOCK
2013-06-02	04	24" STEEL CASING PIPE
2013-10-15	05	REVISED LENGTH OF STEEL CASING PIPE
2014-01-08	06	3' OF COVER TO TOP OF STEEL CASING PIPE
2014-02-24	07	
	08	



**GATEWAY**  
On Call On Time On Target  
Consulting Engineers & Surveyors  
400 Holiday Drive, Suite 300 Pittsburgh, PA 15220  
Phone (412) 921-4030 - Fax (412) 921-9960  
• Butler, PA (724) 281-1055 • Washington, PA (724) 228-3362  
http://www.gatewayengineers.com

REVISION RECORD	
No.	Date
01	2013-12-17
02	
03	
04	
05	
06	
07	
08	

**4-H (YOUNG) WATERLINE**  
EAST RIVERSIDE ROAD, LUZERNE TOWNSHIP  
FAYETTE COUNTY, PA  
**CHEVRON APPALACHIA, LLC**  
800 MOUNTAIN VIEW DRIVE  
SMITHFIELD, PA 15478  
PREPARED FOR:  
EXISTING CULVERT  
MAINTENANCE  
EXHIBIT  
Project Number: C-17544-0278  
Drawing Scale: 1" = 10'  
Date Issued: NOV 2013  
Index Number: 402671  
Drawn By: RME  
Checked By: WSR  
Project Manager: WSR

**EX-1**

**Certificate of Service**

I hereby certify that I have this day served a true copy of the foregoing document upon the participants, listed below in accordance with § 1.54 (*relating to service by participant*).

**Norfolk Southern Railroad Corp.**  
**Attn: Paul Sciotti**  
**412 Holiday Dr.**  
**Building 2**  
**Pittsburgh, PA 15220**

**AECOM**  
**Attn: James McCay**  
**1700 Market St.**  
**Suite 1600**  
**Philadelphia, PA 19103**

**Fayette County Board of Commissioners**  
**Fayette County Commissioners Office**  
**61 East Main St.**  
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**Luzerne Township**  
**Attn: Greg Downer**  
**415 Hopewell Rd.**  
**Brownsville, PA 15417**

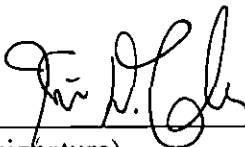
**Pennsylvania Department of Transportation**  
**ROW & Utility Division, Bureau of Design-Project Delivery – PennDOT**  
**P.O. Box 3362 , Harrisburg , PA 17105-3362**

**Office of Chief Counsel – PennDOT**  
**P.O. 8212**  
**Harrisburg , PA 17105-8212**

**Penn DOT District 12-0**  
**Grade Crossing Engineer**  
**P.O. Box 459**  
**825 N. Gallatin Ave., Uniontown, PA 15401**

Date: \_\_\_\_\_

3/4/14

  
\_\_\_\_\_  
(signature)

Name: \_\_\_\_\_

Kevin D. Coleman

Title: \_\_\_\_\_

Counsel



Appalachian/Michigan Strategic Business Unit  
Chevron North America Exploration and Production Company  
1550 Coraopolis Heights Road  
PO Box 611  
Moon Township, PA 15108

CERTIFIED MAIL



91 7199 9991 7032 8826 7690



RECEIVED

MAR 5 2014

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

The Secretary of the Commission  
Pennsylvania Public Utility Commission  
PO Box 3265  
Harrisburg, PA 17105-3265

