

April 23, 2019

**Via Electronic Filing**

Rosemary Chiavetta, Esquire  
Secretary  
PA Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

**Re: Docket Nos. P-2018-3006117 and C-2018-3006116  
Megan Flynn et al. v. Sunoco Pipeline, L.P.  
Reply to New Matter of The County of Chester**

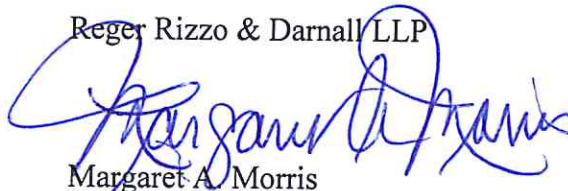
Dear Secretary Chiavetta:

Attached for filing, is the Reply to New Matter of The County of Chester (Complainant) to the New Matter of Sunoco Pipeline L.P. (Respondent) in the above-captioned proceeding.

A copy of the Reply to New Matter has been forwarded to the parties in the manner indicated on the attached Certificate of Service.

If there are any questions, please do not hesitate to contact me.

Very truly yours,

Reger Rizzo & Darnall LLP  
  
Margaret A. Morris

MAM/lam  
Attachment

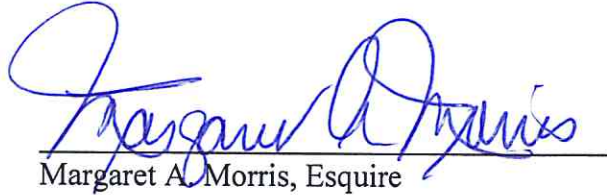
cc: The Hon. Elizabeth Barnes, Pennsylvania Public Utility Commission [w/enc.]  
Thomas L. Whiteman, Esquire, Chester County Solicitor's Office [w/enc.]  
Service List [w/enc.]

**Re: Docket Nos. P-2018-3006117 and C-2018-3006116  
Megan Flynn et al. v. Sunoco Pipeline, L.P.  
Reply to New Matter of The County of Chester**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document has been served upon the following persons on the attached service list, in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

Dated: April 23, 2019

  
Margaret A. Morris, Esquire

**Re: Docket Nos. P-2018-3006117 and C-2018-3006116  
Megan Flynn et al. v. Sunoco Pipeline, L.P.  
Reply to New Matter of The County of Chester**

**Via Electronic and First Class Mail**

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**BEFORE THE**  
**PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Meghan Flynn, Rosemary Fuller,	:	
Michael Walsh, Nancy Harkins,	:	
Gerald McMullen, Caroline Hughes,	:	
and Melissa Haines	:	
	:	Docket No. P-2018-3006117
v.	:	Docket No. C-2018-3006116
	:	
Sunoco Pipeline, L.P.	:	

**REPLY OF THE COUNTY OF CHESTER**  
**TO NEW MATTER OF SUNOCO PIPELINE, L.P.**

The County of Chester (Chester County or County), by and through its attorneys, Reger Rizzo & Darnall LLP, pursuant to 52 Pa. Code Section § 5.63, hereby files its Reply to the New Matter averred by Sunoco Pipeline L.P. (Sunoco or Respondent) as follows:

16. Admitted in Part; Denied in Part. It is admitted the County was provided Sunoco's Philadelphia Pipeline System Integrated Contingency Plan (ICP). It is specifically denied that Sunoco has provided all the information necessary for the County to formulate and to prepare its Emergency Preparedness Plan in order to fulfill its obligations as a local governmental entity under federal and state law. In addition, the County holds rights as a property owner regarding easement grants to Sunoco for its Mariner East 2 Pennsylvania Pipeline Projects on County property. Therefore, the County is entitled by law to the requested information pursuant to said easements (See Easements UPI# 41-5-68.1-E and UPI# 41-5-74-E attached hereto as Exhibit "A").

17. Denied as Stated. Sunoco directed the County to contact the Pipeline and Hazardous Materials Safety Administration (PHMSA) as the Respondent's chosen method for providing Chester County with a copy of its ICP. 18. Admitted in Part; Denied in Part. It is admitted that PHMSA provided a redacted copy of the ICP to Chester County on or about March 13, 2019. Any alleged inference therefrom is Denied. To the contrary, Chester County properly requested the ICP as a governmental entity authorized to receive confidential security information by the U.S. Department of Homeland Security. Nevertheless, Respondent provided the ICP through a process Respondent knew or should have known would be highly redacted in place of simply providing the ICP as requested. Thereafter Respondent provided Chester County with a confidentiality agreement and then provided the ICP. Thus Respondent could have simply done so to begin with.

19. Denied as Stated. Chester County incorporates by reference its Reply as set forth in paragraph 18 above.

20. Denied as Stated since paragraph 20 seeks to incorporate alleged hearsay statements attributed to County officials based on a press release. Furthermore paragraph 20 of Respondent's New Matter consists solely of irrelevant argument to which no response is required.

21. Admitted in Part; Denied in Part. It is admitted only that Respondent presented a confidentiality agreement to Chester County. Any legal conclusions or inferences therefrom are denied.

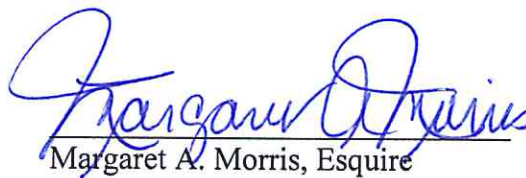
22. Admitted that the County provided the executed confidentiality agreement on March 28, 2019. Denied that the delivered ICP provides all the necessary details and

information required for the County's Emergency Preparedness Plan to ensure the safety of its residents.

**WHEREFORE**, The County of Chester requests that the Commission dismiss the New Matter and grant its Petition to Intervene and authorize its intervention and participation in the consolidated proceedings as a full and active party.

Respectfully submitted,

Dated: April 23, 2019



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*Counsel for The County of Chester*

**Docket Nos. P-2018-3006117 and C-2018-3006116  
Megan Flynn et al. v. Sunoco Pipeline, L.P.  
Reply of Chester County to New Matter of Sunoco**

## **Attachment A**

### **Recorded Easements**



MARINER EAST 2\_PENNSYLVANIA PIPELINE PROJECT  
SEGMENT 3  
PA-CH-0228.0002  
West Whiteland Township  
Chester County, Pennsylvania

This instrument prepared by  
SUNOCO PIPELINE L.P.  
and when recorded return to:  
SUNOCO PIPELINE L.P.  
Attn: Right-of-Way Department  
P.O. Box 10814  
Lancaster, PA 17605  
(717)208-7735

UPI# 41-5-68.1-E

#### PERMANENT EASEMENT

This Permanent Easement ("Easement"), dated February 2, 2017, by The County of Chester, a body public and politic organized and existing under the laws of the Commonwealth of Pennsylvania, whose mailing address is 313 West Market Street, Suite 4202, P.O. Box 2748, West Chester, Pennsylvania 19380, (hereinafter referred to as "Grantor", whether one or more), for the consideration of TEN AND No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby does forever grant, bargain, sell and convey unto Sunoco Pipeline L.P., a Texas limited partnership, with an office at 525 Fritztown Road, Sinking Spring, PA 19608, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"), a non-exclusive fifty foot (50') wide free and unobstructed permanent easement in order to construct, operate and maintain two (2) pipelines, not to exceed twenty-four inches (24") in nominal pipe diameter (the "Pipelines") and those necessary appurtenant facilities as permitted herein Paragraph 22, including above-ground markers, in, over, through, across, under, and along land owned by the Grantor described in the attached Exhibits "A" and "B" (the "Permanent Easement"), attached hereto.

Grantee shall conduct all operations within the agreed upon fifty foot (50') Permanent Easement. Grantee shall not have any right to use any temporary work space or additional work space outside of the agreed upon Permanent Easement without Grantor's prior written consent, such consent shall not be unreasonably withheld, conditioned or delayed. The Permanent Easement lies and is located in lands owned by Grantor described as follows:

Parcel identification number(s): 41-05-0068.010E, being all that particular tract or parcel of land owned by Grantor or to which Grantor may have rights in said tract or parcel of land, containing 1.825 acres, more or less, being more specifically described in the Deed dated November 21, 1977 and recorded in Deed Book D-52, Page 351, in the office of the Recorder of Deeds of Chester County, Pennsylvania (the "Property").

It is further agreed as follows:

1. The right to use the Permanent Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, surveying, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, two (2) pipelines, for the transportation of products that Grantee has the right to transport pursuant to its certificate of public convenience issued by the Pennsylvania Public Utility Commission pursuant to the Public Utility Code, together with above and below-ground appurtenances as may be necessary for the operation of the Pipelines, as permitted in Paragraph 22 herein.



2. Grantee shall install the Pipelines via road bore method or horizontal directional drilling method which shall not disturb the surface of the Property, however Grantee reserves the right to install the Pipelines via traditional open trench method should conditions beyond Grantee's reasonable control necessitate it. In the event any portion of the Pipelines are installed by utilizing the traditional open trench method, Grantee shall bury the Pipelines to a minimum depth of forty-eight inches (48") below the surface of the ground and any then-existing drainage ditches, creeks and roads, except at those locations where rock is encountered, the Pipelines may be buried at a lesser depth. Should aforementioned event occur, Grantee shall obtain written permission from Grantor, which shall not be unreasonably withheld, conditioned or delayed, and shall make additional payment to Grantor for the use of a temporary construction easement (the "Temporary Easement"). All rights, duties and/or obligations arising by or under this Easement shall only apply to the Temporary Easement while same is in effect.
3. Grantee shall have the right to select the exact location of the Pipelines within the Permanent Easement. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the Pipelines and appurtenant facilities related to this pipeline project.
4. The consideration paid by Grantee in this Easement includes the market value of the Permanent Easement, conveyed by Grantor and any and all damages to the Grantor's remaining Property and for reasonably anticipated damages caused to the surface of Grantor's lands within the Permanent Easement during the initial construction of the Pipelines and related facilities. The initial consideration includes all damages to Grantor (or, if leased, to Grantor's tenant) caused to timber or growing crops on the Permanent Easement. The initial consideration does not cover any damages for restoration which may accrue after initial construction of the Pipelines to Grantor's other lands or the Permanent Easement from time to time by reason of the operation, maintenance, repair, alteration and/or servicing of the Pipelines, or any other damages incurred from time to time as hereinafter more specifically set forth, including damages for loss, injury, or death of Grantor's (or, if leased, to Grantor's tenant's) livestock if such loss, injury or death is due to Grantee's exercise of any right under this Easement. Grantee shall pay Grantor for any and all other such reasonable damages promptly as they may accrue.
5. Ingress and egress to the property shall be limited to the Easements. Private roads and driveways are not to be used unless permission is obtained from the Grantor.
6. Grantee will, level, re-grade and reseed the ground disturbed by Grantee's use of the Permanent Easement and will construct and maintain soil conservation devices on the Permanent Easement immediately after the initial disturbance of the soil and maintain throughout construction as may be reasonably required to prevent damage to the Property of Grantor from soil erosion resulting from construction of the Pipelines. Grantee shall minimize the disturbance and effect of construction to the extent reasonably possible. If a trench must be left open over-night, the area of disturbance will be minimal and always properly protected by safety fencing. Grantee shall backfill all areas excavated, compact the ground as may be appropriate and fully restore the surface of the ground to the extent practicable to the condition that existed prior to any disturbance by Grantee.
7. Grantor may use the Permanent Easement for any and all purposes not inconsistent with the purposes set forth in this Easement. Grantor may not use any part of the Permanent Easement if such use may damage, destroy, injure, and/or interfere with Grantee's use of the Permanent Easement for the purposes for which the Permanent Easement is being sought by Grantee. Without limiting the foregoing, Grantor is expressly not permitted to conduct any of the following activities on the Permanent Easement without the written permission of Grantee: (1) construct any temporary or permanent building or site improvements; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above- or below-ground obstruction that may interfere with the purposes for which the Permanent Easement is being acquired may be placed, erected, installed or permitted upon the Permanent Easement without the written permission of Grantee. Grantor's authorized uses may include, but shall not be limited to, agricultural, recreational, industrial, open space, set-back, density, street and roadway purposes; provided that Grantor shall not construct any improvements on the Permanent Easement that would unreasonably interfere with Grantee's exercise of the rights herein conveyed. Grantor is permitted, after review and written approval by Grantee, to construct, reconstruct or maintain any and all streets, roads and utilities (including, but not limited to, water, sewer, gas, electric, cable TV, telephone or other utility lines) at any angle of not less than forty-five (45) degrees to Grantee's Pipelines over and across the Permanent Easement at such place or places as Grantor may select which do not damage, destroy or alter the operation of the Pipelines and its appurtenant facilities and provided that all of Grantee's required and applicable spacing, including



depth separation limits and other protective requirements (including Cathodic protection) are met by Grantor. The use of the Permanent Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Permanent Easement. Grantor must notify Grantee in writing of its intention to install any such encroachments. In the event the terms of this paragraph are violated, Grantor shall have thirty (30) days in which to eliminate such violation upon receipt of written notice from Grantee, except in case of emergency when Grantee shall have the right to immediately correct or eliminate such violation without liability to Grantor for damages.

8. Grantee agrees that Grantee and its agents, officers, servants, employees or subcontractors shall not (i) hunt, fish, trap, swim, camp or picnic on the Permanent Easement, (ii) purposely harm or injure in any way the artifacts, wildlife, animals or livestock on the Permanent Easement, or (iii) bring any dog, gun, firearm, fishing equipment, other sporting paraphernalia, alcohol or illegal drug of any kind onto the Permanent Easement.

9. Grantee has the right, but not the obligation, to mow the Permanent Easement and to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the operation of the Pipelines, to remove possible hazards thereto and to comply with governmental regulations, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Permanent Easement which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the Pipelines and appurtenant facilities or conflict with governmental regulations. All trees, brush and other debris caused by construction shall be removed to an authorized disposal site. Grantee shall select the method of disposal. Grantee shall not be liable for damages to any tree, brush or tree limbs upon the Permanent Easement as a result of its exercise of its rights under this paragraph.

10. Grantor shall retain all the oil, gas, and other minerals in, on and under the Permanent Easement; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Permanent Easement, but it will be permitted to extract the oil and other minerals from and under the Permanent Easement by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Permanent Easement for the purposes for which the Permanent Easement is being sought by Grantee.

11. Grantee shall have the right to remove any fence which now crosses or may cross the Permanent Easement during initial construction of the Pipelines. Prior to cutting any fence, however, Grantee shall brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces to prevent the remainder of the fence from sagging. Before the fence wire is cut, it is to be attached to the posts in a manner that there will be no slackening of or damage to the wire. Each such wire gap is to be reinforced so as to be strong enough to prevent livestock from passing through same. Upon completion of initial construction operations, each wire gap will be removed and a permanent gate installed, which gate shall, to the extent reasonably practicable, be constructed out of similar or better grade materials than already used for existing gates on the Property. Upon completion of initial construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee will restore all fences cut during construction as nearly as possible to as good, or better, condition as they were prior to the construction of the Pipelines. Each entry and exit gate shall be securely closed and locked, except when Grantee or its authorized personnel are actually passing through same, so that cattle, horses and/or other livestock located on the remainder portion of the Property cannot stray from the fenced pastures. Grantee and Grantor shall have the right to install locks on the gates so as to allow access to each party.

12. Grantee agrees that, after completion of initial construction or in the event Grantee's operation, maintenance, repair, alteration and/or servicing of the Pipelines disturbs the surface of the Permanent Easement, Grantee will restore the surface of the Permanent Easement to the condition that existed prior to such use of the Permanent Easement, except to the extent that the surface may be permanently modified by such construction, maintenance, repair, alteration and/or servicing of the Pipelines. However such permanent modification shall not have a detrimental effect on the Property for its current uses.

13. The undersigned warrant that it is the owner of the Property herein described and have authority to execute this Easement on behalf of the parties to this Easement.



14. Cathodic protection test stations, if necessary for the operation of the Pipelines, as determined by Grantee, may be placed by Grantee at the junction of the Permanent Easement and the fence lines on Grantor's Property and at any other location required by law.

15. The rights granted to Grantee in this Easement may be assigned, in whole or in part, to one or more assignees, in which event Grantor acknowledges and agrees that the assignee shall succeed to the rights and obligations of Grantee to the extent conveyed in such assignment. The Permanent Easement shall be perpetual.

16. This Easement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania and all applicable federal laws (without regard to any conflicts-of-law rule or principle that would require the application of same to the laws of another jurisdiction).

17. This Easement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, representatives, successors and assigns. Facsimile signatures shall be deemed as an original signature by the enforcing party, but Grantor shall deliver at least one (1) original signature to Grantee for recording purposes.

18. This Easement contains the entire agreement and supersedes any and all prior statements, whether written or oral, and all oral or written proposals, if any, concerning the subject of the Easement. Grantor confirms and agrees that Grantor has been made no promise or agreement by Grantee or any agent of Grantee that is not expressed or referenced specifically within the Easement, that Grantor is not relying upon any statement or representation of Grantee or any agent of Grantee and that Grantor's execution of this Easement is free and voluntary; this Easement may not be modified or amended, except on or after the date hereof, by a writing signed by the other party against whom such modification or amendment is to be enforced and no party shall be liable or bound to any other party in any manner except as specifically set forth herein.

19. Notices.

Any notice or other communication given hereunder or pursuant hereto shall be in writing and shall be personally delivered (in which event such notice shall be deemed effective only upon such delivery), or sent by a nationally-recognized overnight delivery service (which provides a receipt of delivery), or delivered by mail, sent by registered or certified mail, postage prepaid, return receipt requested, to such party at the address set forth below:

If to Grantor: Chester County Director of Parks and Facilities  
Attn: Stephen M. Fromnick  
313 W. Market Street  
Suite 5402  
West Chester, PA 19380

With a copy to: Regional Park Superintendent  
Attn. K. Owen Prusack  
382 County Park Road  
Pottstown, PA 1946519382

If to Grantee: Sunoco Pipeline, L.P.  
525 Fritztown Road  
Sinking Spring, PA 19608

All notices shall be deemed given when received. A party may change its address by giving notice of such change in the manner herein provided by giving notice. Unless and until such written notice is received, the last address and addressee stated by written notice, or as provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

20. At Grantee's sole discretion, it may replace Exhibit "A" and "B" with a more definitive description and drawing, respectively, of the Easement and record the same in the County Recorder of Deeds Office. If Grantee requires additional work space and/or easement or the final survey of the Permanent Easement increases the size of the Permanent Easement, then an additional payment shall be made to the Grantor on a pro rata basis. If the final



survey does not increase the size of the Permanent Easement or include additional work space/easements, then Grantor shall retain all funds paid to it by Grantee with no refund required.

21. Grantor and Grantee shall execute and deliver any instruments and documents and take such action as may be necessary or reasonably requested or required by the other party to give full force and effect to this Easement and to carry out its intent.

22. Grantee shall cause no above-ground appurtenances to be constructed on this Permanent Easement, with the exception of mandatory safety and operation appurtenances and appurtenances otherwise deemed necessary for the safe operation of the Pipelines, including, without limitation, cathodic test leads and pipeline markers which, when possible, will be placed at fence lines or other easement crossings on the above described land.

23. Grantee agrees to provide Grantor with at least two (2) weeks' notice of the date upon which Grantee anticipates commencement of construction on Grantor's property.

24. Grantee shall procure and maintain with reputable insurers with AM Best Company's rating of not less than "A:-VIP" policies of insurance written on an occurrence basis or on claims made basis (in which event insurance shall be maintained during the term of this Easement), with limits not less than those indicated for the respective items as follows:

1. Statutory Workers' Compensation and Occupational Disease Insurance, including Employer's Liability Insurance complying with laws of each jurisdiction in which any work is to be performed or elsewhere as may be required. Employer's Liability Insurance shall be provided with a limit not less than: \$2,000,000 each occurrence;
2. Commercial Liability Insurance, including but not limited to all Premises and Operations, Contractual Liability, Products-Completed Operations Liability, Fire Legal Liability, Explosion, Collapse and Underground Damage Liability, Broad Form Property Damage Liability, and if applicable, Watercraft and Aircraft Liability, as well as coverage on all Contractor's mobile equipment (other than motor vehicles licensed for highway use) owned, hired or used in the performance of this Contract with limits not less than: \$5,000,000 Bodily Injury, Personal Injury & Property Damage combined each occurrence and aggregate;
3. Commercial Automobile Liability Insurance, including Contractual Liability, covering all motor vehicles licensed for highway use and employed in the performance of this Contract, with limits not less than: \$5,000,000 Bodily Injury, Personal Injury & Property Damage combined each occurrence and aggregate.

25. Grantee shall repair any sinkholes or depressions in the area excavated for a period of three years from the date that construction on the Property is completed.

26. GRANTEE SHALL DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS GRANTOR, GRANTOR'S HEIRS, SUCCESSORS, ASSIGNS, TRANSFEREES, EMPLOYEES, AGENTS, LESSEES, CONTRACTORS, SUBCONTRACTORS, AS WELL AS TRUSTEES, BENEFICIARIES, RELATIVES, PARTNERS, OFFICERS, DIRECTORS AND RELATED OR AFFILIATED ENTITIES (THE "INDEMNIFIED PARTIES") FROM ANY AND ALL LIENS, CLAIMS, DEMANDS, COSTS (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ACCOUNTANT'S FEES, ENGINEER'S FEES, CONSULTANT'S FEES AND EXPERT'S FEES), EXPENSES, DAMAGES, LOSSES AND CAUSES OF ACTION FOR DAMAGES (COLLECTIVELY, "LOSSES") BECAUSE OF INJURY TO PERSONS (INCLUDING DEATH) AND INJURY OR DAMAGE TO OR LOSS OF ANY PROPERTY OR IMPROVEMENTS ARISING FROM OR CAUSED BY THE ACTS AND/OR OMISSIONS OF GRANTEE, EXCEPT TO THE EXTENT SUCH LOSSES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF GRANTOR OR OTHER INDEMNIFIED PARTIES.

GRANTEE SHALL ALSO INDEMNIFY, DEFEND AND HOLD HARMLESS GRANTOR, GRANTOR'S HEIRS, SUCCESSORS, ASSIGNS, TRANSFEREES, EMPLOYEES, AGENTS, LESSEES, CONTRACTORS, SUBCONTRACTORS, AS WELL AS TRUSTEES, BENEFICIARIES, RELATIVES, PARTNERS, OFFICERS, DIRECTORS AND RELATED OR AFFILIATED ENTITIES FROM AND AGAINST ANY LOSSES ARISING

FROM THE IMPOSITION OR RECORDING OF A LIEN BY THROUGH, OR UNDER GRANTEE FROM AND/OR IN CONNECTION WITH OR RESULTING FROM GRANTEE'S OPERATIONS ON GRANTOR'S LANDS, THE INCURRING OF COSTS OF REQUIRED REPAIRS, CLEAN UP, OR DETOXIFICATION AND REMOVAL UNDER ANY HAZARDOUS MATERIAL LAW WHICH MAY RESULT FROM GRANTEE'S ACTS OR OMISSIONS ON GRANTOR'S LANDS. GRANTEE IS NEITHER AN AGENT NOR AN EMPLOYEE OF GRANTOR, AND GRANTOR SHALL HAVE NO RESPONSIBILITY TO INSPECT OR OVERSEE GRANTEE'S OPERATIONS NOR TO INDEMNIFY OR CORRECT ANY POTENTIALLY HARMFUL, DANGEROUS OR DAMAGING CONDITIONS.

SPECIFICALLY EXCLUDED FROM THE FOREGOING INDEMNITIES IS ANY CLAIM FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OR ANY CLAIM FOR THE DISCOVERY OF ADVERSE ENVIRONMENTAL CONDITIONS NOT CAUSED BY THE ACTS OR OMISSIONS OF THE GRANTEE.

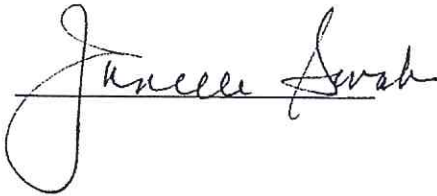
TO HAVE AND TO HOLD the rights, privileges and authority hereby granted unto the Grantee, its successors and assigns, forever, and Grantor does hereby agree to warrant and defend said Permanent Easement unto Grantee, its successors and assigns. This Easement and all of its terms, provisions and obligations shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns.

[Signature Page(s) Follow]



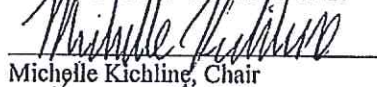
IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year first above written.

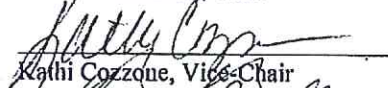
ATTEST:

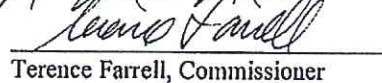


GRANTOR:

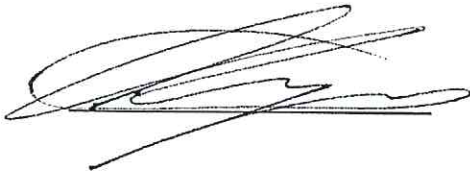
THE COUNTY OF CHESTER

  
Michelle Kichline, Chair

  
Kathi Cozzone, Vice-Chair

  
Terence Farrell, Commissioner

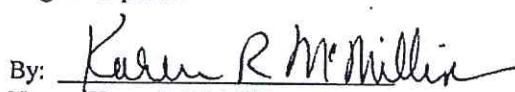
ATTEST:



GRANTEE:

Sunoco Pipeline L.P.

By: Sunoco Logistics Partners Operations GP LLC,  
its general partner

By:   
Name: Karen R. McMillin  
Title: Director, Right of Way (Attorney-in-Fact)

#### ACKNOWLEDGEMENT

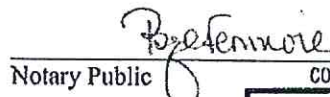
COMMONWEALTH OF PENNSYLVANIA

§  
§  
§

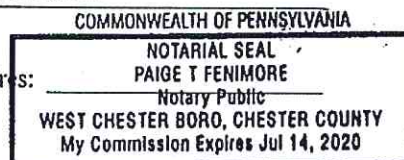
COUNTY OF CHESTER

On this, the 2<sup>nd</sup> day of February, 2017 before me, the undersigned officer, personally appeared Michelle Kichline, Kathi Cozzone and Terence Farrell, who acknowledged themselves to be the Chair and members of the Board of Commissioners of **THE COUNTY OF CHESTER**, respectively and that they, being authorized to do so, executed the within instrument for the purposes therein contained.

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

  
Notary Public

My Commission Expires:



ACKNOWLEDGEMENT

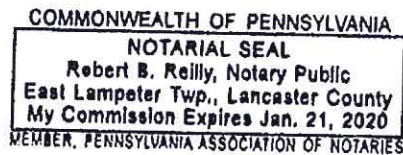
COMMONWEALTH OF PENNSYLVANIA §  
COUNTY OF Berks §  
§

On this 18 day of JANUARY, 2017, before me, the undersigned officer, personally appeared Karen R. McMillin, who acknowledged herself to be the Director, Right of Way (Attorney-in-Fact) of Sunoco Logistics Partners Operations GP LLC, a Delaware limited liability company, general partner of Sunoco Pipeline L.P. and further acknowledged that she, as such Director, Right of Way, being authorized to do so, executed the foregoing instrument as the act and deed of such company for the purposes therein contained by signing the name of such company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18 day of JANUARY, 2017.

Robert B. Reilly  
Notary Public

My Commission Expires: JAN. 21 2020





PA-CH-0228.0002  
Chester County, Pennsylvania  
Pennsylvania Pipeline Project

**Exhibit "A"**

**DESCRIPTION FOR A PERMANENT EASEMENT ACROSS THE LANDS OF  
COUNTY OF CHESTER**

**BEING A METES AND BOUNDS DESCRIPTION FOR PERMANENT EASEMENT ACROSS THE LANDS NOW OR FORMERLY OF COUNTY OF CHESTER IN WEST WHITELAND TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA, SAID LAND BEING MORE PARTICULARLY DESCRIBED IN DEED BOOK D-52, PAGE 351 AS RECORDED IN THE CHESTER COUNTY RECORDER OF DEEDS.**

Beginning at a point, said point being a found concrete monument marking the northeast corner lands now or formerly County of Chester; thence along the eastern boundary line lands now or formerly County of Chester the following two (2) courses and distances; (1) South 29°57'48" East a distance of 235.3 feet more or less to a point; (2) South 29°35'23" East a distance of 416.1 feet more or less to the southeast corner lands now or formerly County of Chester; thence along the southern boundary line lands now or formerly County of Chester South 60°34'32" West a distance of 20.0 feet more or less to a point; thence across the lands now or formerly County of Chester the following three (3) courses and distances; (1) North 30°10'25" West a distance of 400.1 feet more or less to a point; (2) North 33°50'27" West a distance of 243.9 feet more or less to a point; (3) North 40°43'40" West a distance of 7.3 feet more or less to a point on the northern boundary line lands now or formerly County of Chester; thence along said northern boundary line North 59°10'58" East a distance of 42.0 feet more or less to the POINT OF BEGINNING.

The above described easement across the lands now or formerly County of Chester containing 0.39 acres more or less as shown on a plan prepared by LW Survey Co. entitled "PERMANENT EASEMENT & RIGHT OF WAY CROSSING PROPERTY OF COUNTY OF CHESTER"

**Notes:**

- 1) The purpose of this Exhibit "A" document is to fully describe the area of the proposed permanent easement across the lands of County of Chester.
- 2) The intent of this Exhibit "A" is NOT to supersede any of the existing easements for the existing pipelines shown on the attached Exhibit "B".
- 3) Bearings shown hereon are Grid bearings of NAD83 Pennsylvania State Plane Coordinate System, South Zone, U.S. Survey Feet. Distances shown hereon are on Grid and a scale factor must be applied to convert to ground distances.
- 4) Record information shown hereon is based on the best available record information and provided to LW Survey Co. by Rooney Engineering.
- 5) For additional information, see attached easement drawing (Exhibit "B") made in conjunction with and considered an integral part of the above described permanent easement.
- 6) This description and the attached Exhibit "B" were prepared for the purpose of creating a permanent easement and are not intended for use as a boundary survey.

**TEMPORARY/ADDITIONAL TEMPORARY WORKSPACE**

This parcel is not subject to Temporary/Additional Temporary Workspace.

LW Survey Co.  
1725A Oregon Pike, Suite 204  
Lancaster, PA. 17601

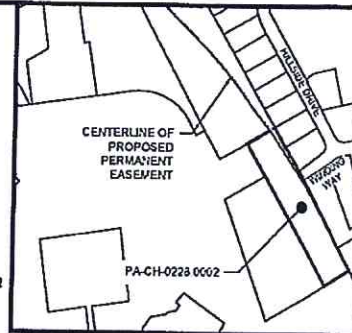
# EXHIBIT B WEST WHITELAND TOWNSHIP CHESTER COUNTY, PENNSYLVANIA

## LEGEND

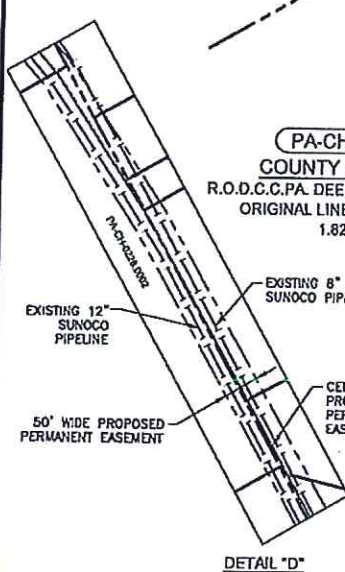
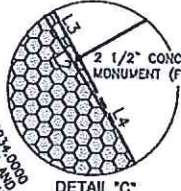
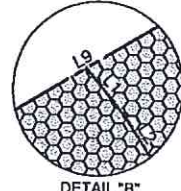
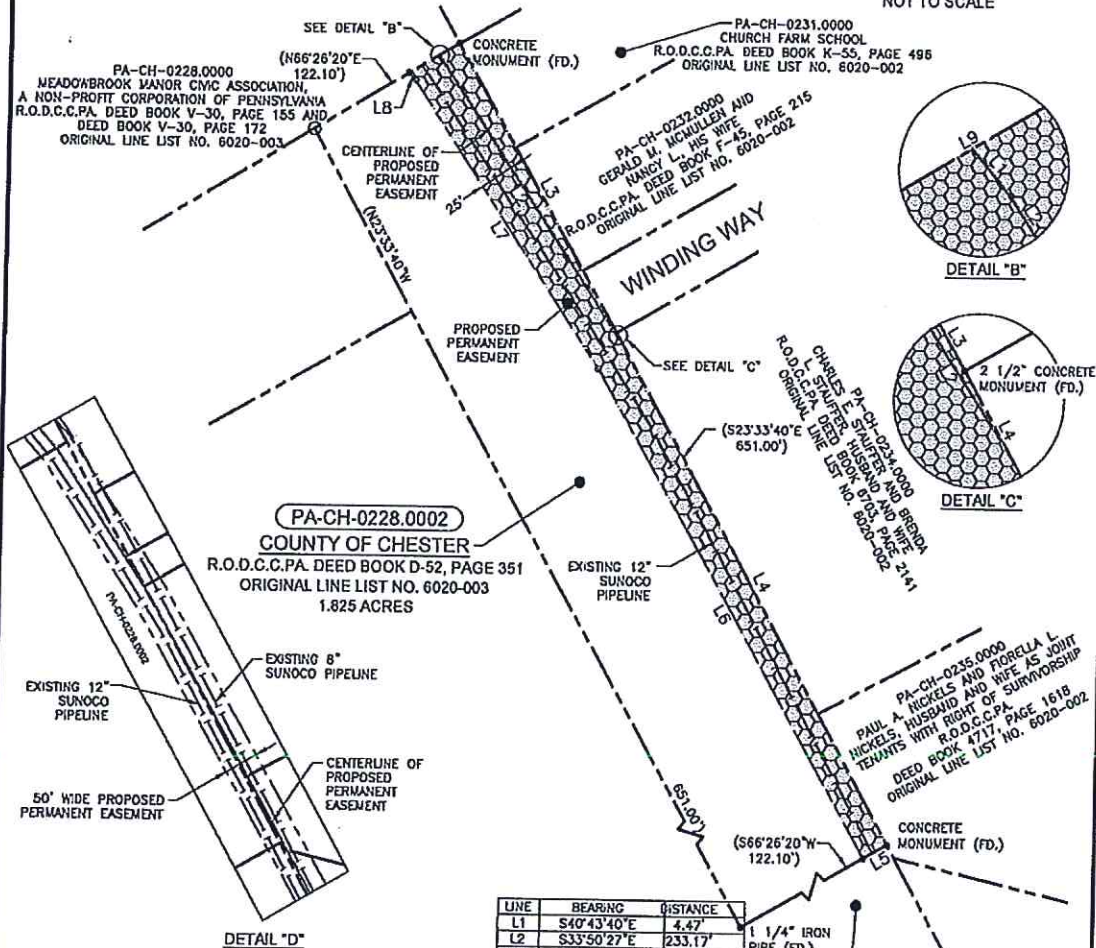
R.O.D.C.C.P.A. CHESTER COUNTY RECORDER OF DEEDS, PA.  
P.O.B. POINT OF BEGINNING  
P.O.T. POINT OF TERMINATION  
( ) RECORD BEARING AND DISTANCE  
• PROPERTY CORNER FOUND  
○ PROPERTY CORNER NOT FOUND  
△ PROPOSED PIPELINE/DEED LINE INTERSECTION  
○ PROPOSED PIPELINE VERTEX  
▨ PROPOSED PERMANENT EASEMENT  
▨ PROPOSED TEMPORARY WORK SPACE  
▨ PROPOSED ADDITIONAL TEMPORARY WORK SPACE

Scale: 1" = 100'

0 100 200  
FEET FEET FEET



VICINITY MAP  
NOT TO SCALE



LINE	BEARING	DISTANCE
L1	S40°43'40\"E	4.47'
L2	S33°50'27\"E	233.17'
L3	S29°57'48\"E	235.28'
L4	S29°35'23\"E	416.07'
L5	S60°34'32\"W	19.96'
L6	N30°10'25\"W	400.11'
L7	N33°50'27\"W	243.85'
L8	N40°43'40\"W	7.34'
L9	N59°10'58\"E	42.00'

TOTAL DISTANCE ACROSS PROPERTY: 237.64 FT  
PROPOSED PERMANENT EASEMENT: 0.39 ACRES  
TEMPORARY WORK SPACE: 0.00 ACRES  
ADDITIONAL TEMPORARY WORK SPACE: 0.00 ACRES

## NOTES:

1. THE PURPOSE OF THIS PLAN IS TO SHOW THE LIMITS OF THE PROPOSED PERMANENT AND TEMPORARY EASEMENTS CROSSING THE SUBJECT PROPERTY. THE PROPERTY LINES SHOWN HEREON, WERE COMPILED FROM THE BEST AVAILABLE RECORD INFORMATION AND GEO-REFERENCED TO APPARENT BOUNDARY EVIDENCE AND IS NOT THE RESULT OF A BOUNDARY SURVEY.
2. THE INFORMATION SHOWN HEREON IS AN ILLUSTRATION OF THE APPARENT PROPERTY LINES IN RELATION TO THE PROPOSED EASEMENTS. IT SHOULD NOT BE USED AS A PROPERTY BOUNDARY SURVEY.
3. BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED ON THE PROJECT COORDINATE SYSTEM OF NAD 83, PENNSYLVANIA STATE PLANE, SOUTH ZONE, U.S. SURVEY FEET. DISTANCES SHOWN HEREON ARE GRID DISTANCES AND A SCALE FACTOR MUST BE APPLIED TO CONVERT TO GROUND DISTANCES.
4. CORNER TIES WITH 'X' REFERENCE, ARE APPROXIMATE SCALED DISTANCES.
5. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION (EXHIBIT 'A') MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THE ABOVE DESCRIBED EASEMENT.

SURVEYED BY:



LW Survey Co.  
1725A Oregon Pike  
Suite 204  
Lancaster, PA 17601

COUNT:



Sunoco  
Pipeline L.P.

## REVISIONS

NO.	DATE	BY	DESCRIPTION
0	3/17/15	JKK	ISSUED FOR REVIEW
1	4/3/15	ARG	REVISED PER COMMENTS
2	11/3/15	ARG	LABEL EXISTING SUNOCO PIPELINES

## PERMANENT EASEMENT & RIGHT OF WAY CROSSING PROPERTY OF COUNTY OF CHESTER

DRAWN BY: JKK	DRAWN DATE: 3/17/15	CHECKED BY: PKB	PLOT DATE: 11/3/15
TRACT NO.	PA-CH-0228.0002		



MARINER EAST 2 PENNSYLVANIA PIPELINE PROJECT  
SEGMENT 3

PA-CH-0244.0000

West Whiteland Township  
Chester County, Pennsylvania

This instrument prepared by  
SUNOCO PIPELINE L.P.  
and when recorded return to:  
SUNOCO PIPELINE L.P.  
Attn: Right-of-Way Department  
P.O. Box 10814  
Lancaster, PA 17605  
(717)208-7735

UPI# 41-5-74-E

PERMANENT EASEMENT

This Permanent Easement ("Easement"), dated February 2, 2017, by The County of Chester, a body public and politic organized and existing under the laws of the Commonwealth of Pennsylvania, whose mailing address is 313 West Market Street, Suite 4202, P.O. Box 2748, West Chester, Pennsylvania 19380, (hereinafter referred to as "Grantor", whether one or more), for the consideration of TEN AND No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby does forever grant, bargain, sell and convey unto Sunoco Pipeline L.P., a Texas limited partnership, with an office at 525 Fritztown Road, Sinking Spring, PA 19608, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"), a non-exclusive fifty foot (50') wide free and unobstructed permanent easement in order to construct, operate and maintain two (2) pipelines, not to exceed twenty-four inches (24") in nominal pipe diameter (the "Pipelines") and those necessary appurtenant facilities as permitted herein Paragraph 22, including above-ground markers, in, over, through, across, under, and along land owned by the Grantor described in the attached Exhibits "A" and "B" (the "Permanent Easement"), attached hereto.

Grantee shall conduct all operations within the agreed upon fifty foot (50') Permanent Easement. Grantee shall not have any right to use any temporary work space or additional work space outside of the agreed upon Permanent Easement without Grantor's prior written consent, such consent shall not be unreasonably withheld, conditioned or delayed. The Permanent Easement lies and is located in lands owned by Grantor described as follows:

Parcel identification number(s): 41-05-0074.000E, being all that particular tract or parcel of land owned by Grantor or to which Grantor may have rights in said tract or parcel of land, containing 2.73 acres, more or less, being more specifically described in the Deed dated August 15, 1996 and recorded in Deed Book 4074, Page 2074, in the office of the Recorder of Deeds of Chester County, Pennsylvania (the "Property").

It is further agreed as follows:

1. The right to use the Permanent Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, surveying, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, two (2) pipelines, for the transportation of products that Grantee has the right to transport pursuant to its certificate of public convenience issued by the Pennsylvania Public Utility Commission pursuant to the Public Utility Code, together with above and below-ground appurtenances as may be necessary for the operation of the Pipelines, as permitted in Paragraph 22 herein.



2. Grantee shall install the Pipelines via road bore method or horizontal directional drilling method which shall not disturb the surface of the Property, however Grantee reserves the right to install the Pipelines via traditional open trench method should conditions beyond Grantee's reasonable control necessitate it. In the event any portion of the Pipelines are installed by utilizing the traditional open trench method, Grantee shall bury the Pipelines to a minimum depth of forty-eight inches (48") below the surface of the ground and any then-existing drainage ditches, creeks and roads, except at those locations where rock is encountered, the Pipelines may be buried at a lesser depth. Should aforementioned event occur, Grantee shall obtain written permission from Grantor, which shall not be unreasonably withheld, conditioned or delayed, and which written permission may specify reasonably necessary protective measures that Grantee shall take to minimize disturbance of the Property and the public recreational trail that is present on the Property as of the date of this Agreement (the "Trail"). Grantee shall make additional payment to Grantor for the use of a temporary construction easement (the "Temporary Easement"). All rights, duties and/or obligations arising by or under this Easement shall only apply to the Temporary Easement while same is in effect.
3. Grantee shall have the right to select the exact location of the Pipelines within the Permanent Easement. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the Pipelines provided that Grantee shall restore the asphalt trail that is constructed over the Permanent Easement (the "Trail") to the condition that existed prior to any disturbance by Grantee, to the extent reasonably practicable.
4. The consideration paid by Grantee for this Easement includes the market value of the Permanent Easement, conveyed by Grantor and any and all damages to the Grantor's remaining Property and for reasonably anticipated damages caused to the surface of Grantor's lands within the Permanent Easement during the initial construction of the Pipelines and related facilities. The initial consideration includes all damages to Grantor (or, if leased, to Grantor's tenant) caused to timber or growing crops on the Permanent Easement. The initial consideration does not cover any damages for restoration which may accrue after initial construction of the Pipelines to Grantor's other lands or the Permanent Easement from time to time by reason of the operation, maintenance, repair, alteration and/or servicing of the Pipelines, or any other damages incurred from time to time as hereinafter more specifically set forth, including damages for loss, injury, or death of Grantor's (or, if leased, to Grantor's tenant's) livestock if such loss, injury or death is due to Grantee's exercise of any right under this Easement. Grantee shall pay Grantor for any and all other such reasonable damages promptly as they may accrue.
5. Ingress and egress to the Property shall be limited to the Easements. Private roads, the Trail, and driveways are not to be used unless written permission is obtained from the Grantor.
6. Grantee will, level, re-grade and reseed the ground disturbed by Grantee's use of the Permanent Easement and will construct and maintain soil conservation devices on the Permanent Easement immediately after the initial disturbance of the soil and maintain throughout construction as may be reasonably required to prevent damage to the Property of Grantor from soil erosion resulting from construction of the Pipelines. Grantee shall minimize the disturbance and effect of construction to the extent reasonable possible. If a trench must be left open over-night, the area of disturbance will be minimal and always properly protected by safety fencing and barricades that prevent any users of the Trail from accessing the areas excavated. Grantee shall backfill all areas excavated, compact the ground as may be appropriate and fully restore the surface of the ground to a like or better condition than existed prior to any disturbance by Grantee.
7. Grantor may use the Permanent Easement for any and all purposes not inconsistent with the purposes set forth in this Easement. Grantee recognizes that the Trail is constructed on the Property and the Permanent Easement crosses said Trail. Grantor may not use any part of the Permanent Easement if such use may damage, destroy, injure, and/or interfere with Grantee's use of the Permanent Easement for the purposes for which the Permanent Easement is being sought by Grantee. Without limiting the foregoing, Grantor is expressly not permitted to conduct any of the following activities on the Permanent Easement without the written permission of Grantee: (1) construct any temporary or permanent building or site improvements, other than the Trail which is currently on the Property; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant additional trees or landscaping. Grantor further agrees that no above- or below-ground obstruction that may interfere with the purposes for which the Permanent Easement is being acquired may be placed, erected, installed or permitted upon the Permanent Easement without the written permission of Grantee. Grantor's authorized uses may include, but shall not be limited to, the maintenance of the Trail which currently exists on the Property, agricultural, recreational,



industrial, open space, set-back, density, street and roadway purposes; provided that Grantor shall not construct any improvements on the Permanent Easement that would unreasonably interfere with Grantee's exercise of the rights herein conveyed and provided however that Grantor shall comply with state One Call requirements in the event trail maintenance involves any excavation on the Easement. Grantor is permitted, after review and written approval by Grantee, to construct, reconstruct or maintain any and all streets, roads and utilities (including, but not limited to, water, sewer, gas, electric, cable TV, telephone or other utility lines) at any angle of not less than forty-five (45) degrees to Grantee's Pipelines over and across the Permanent Easement at such place or places as Grantor may select which do not damage, destroy or alter the operation of the Pipelines and its appurtenant facilities and provided that all of Grantee's required and applicable spacing, including depth separation limits and other protective requirements (including Cathodic protection) are met by Grantor. The use of the Permanent Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Permanent Easement. Grantor must notify Grantee in writing of its intention to install any such encroachments. In the event the terms of this paragraph are violated, Grantor shall have thirty (30) days in which to eliminate such violation upon receipt of written notice from Grantee, except in case of emergency when Grantee shall have the right to immediately correct or eliminate such violation without liability to Grantor for damages.

8. Grantee agrees that Grantee and its agents, officers, servants, employees or subcontractors shall not (i) hunt, fish, trap, swim, camp or picnic on the Permanent Easement, (ii) purposely harm or injure in any way the artifacts, wildlife, animals or livestock on the Permanent Easement, or (iii) bring any dog, gun, firearm, fishing equipment, other sporting paraphernalia, alcohol or illegal drug of any kind onto the Permanent Easement.

9. Grantee has the right, but not the obligation, to mow the Permanent Easement and to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the operation of the Pipelines, to remove possible hazards thereto and to comply with governmental regulations, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Permanent Easement which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the Pipelines and appurtenant facilities or conflict with governmental regulations. All trees, brush and other debris caused by construction shall be removed to an authorized disposal site. Grantee shall select the method of disposal. Grantee shall not be liable for damages to any tree, brush or tree limbs upon the Permanent Easement as a result of its exercise of its rights under this paragraph.

10. Grantor shall retain all the oil, gas, and other minerals in, on and under the Permanent Easement; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Permanent Easement, but it will be permitted to extract the oil and other minerals from and under the Permanent Easement by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Permanent Easement for the purposes for which the Permanent Easement is being sought by Grantee.

11. Grantee shall have the right to remove any fence which now crosses or may cross the Permanent Easement during initial construction of the Pipelines. Prior to cutting any fence, however, Grantee shall brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces to prevent the remainder of the fence from sagging. Before the fence wire is cut, it is to be attached to the posts in a manner that there will be no slackening of or damage to the wire. Each such wire gap is to be reinforced so as to be strong enough to prevent livestock from passing through same. Upon completion of initial construction operations, each wire gap will be removed and a permanent gate installed, which gate shall, to the extent reasonably practicable, be constructed out of similar or better grade materials than already used for existing gates on the Property. Upon completion of initial construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee will restore all fences cut during construction as nearly as possible to as good, or better, condition as they were prior to the construction of the Pipelines. Each entry and exit gate shall be securely closed and locked, except when Grantee or its authorized personnel are actually passing through same, so that cattle, horses and/or other livestock located on the remainder portion of the Property cannot stray from the fenced pastures. Grantee and Grantor shall have the right to install locks on the gates so as to allow access to each party.



12. Grantee agrees that, after completion of initial construction or in the event Grantee's operation, maintenance, repair, alteration and/or servicing of the Pipelines disturbs the surface of the Permanent Easement Grantee will restore the surface of the Permanent Easement to the condition that existed prior to such use of the Permanent Easement, except to the extent that the surface may be permanently modified by such construction, maintenance, repair, alteration and/or servicing of the Pipelines. However such permanent modification shall not have a detrimental effect on the Property for its current uses.

13. The undersigned warrant that it is the owner of the Property herein described and have authority to execute this Easement on behalf of the parties to this Easement.

14. Cathodic protection test stations, if necessary for the operation of the Pipelines, as determined by Grantee, may be placed by Grantee at the junction of the Permanent Easement and the fence lines on Grantor's Property and at any other location required by law.

15. The rights granted to Grantee in this Easement may be assigned, in whole or in part, to one or more assignees, in which event Grantor acknowledges and agrees that the assignee shall succeed to the rights and obligations of Grantee to the extent conveyed in such assignment. The Permanent Easement shall be perpetual.

16. This Easement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania and all applicable federal laws (without regard to any conflicts-of-law rule or principle that would require the application of same to the laws of another jurisdiction).

17. This Easement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, representatives, successors and assigns. Facsimile signatures shall be deemed as an original signature by the enforcing party, but Grantor shall deliver at least one (1) original signature to Grantee for recording purposes.

18. This Easement contains the entire agreement and supersedes any and all prior statements, whether written or oral, and all oral or written proposals, if any, concerning the subject of the Easement. Grantor confirms and agrees that Grantor has been made no promise or agreement by Grantee or any agent of Grantee that is not expressed or referenced specifically within the Easement, that Grantor is not relying upon any statement or representation of Grantee or any agent of Grantee and that Grantor's execution of this Easement is free and voluntary; this Easement may not be modified or amended, except on or after the date hereof, by a writing signed by the other party against whom such modification or amendment is to be enforced and no party shall be liable or bound to any other party in any manner except as specifically set forth herein.

19. Notices.

Any notice or other communication given hereunder or pursuant hereto shall be in writing and shall be personally delivered (in which event such notice shall be deemed effective only upon such delivery), or sent by a nationally-recognized overnight delivery service (which provides a receipt of delivery), or delivered by mail, sent by registered or certified mail, postage prepaid, return receipt requested, to such party at the address set forth below:

If to Grantor: Chester County Director of Parks and Facilities  
Attn: Stephen M. Fromnick  
313 W. Market Street  
Suite 5402  
West Chester, PA 19380

With a copy to: Regional Park Superintendent  
Attn. K. Owen Prusack  
382 County Park Road  
Pottstown, PA 1946519382

If to Grantee: Sunoco Pipeline, L.P.  
525 Fritztown Road  
Sinking Spring, PA 19608



All notices shall be deemed given when received. A party may change its address by giving notice of such change in the manner herein provided by giving notice. Unless and until such written notice is received, the last address and addressee stated by written notice, or as provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

20. At Grantee's sole discretion, it may replace Exhibit "A" and "B" with a more definitive description and drawing, respectively, of the Easement and record the same in the County Recorder of Deeds Office. If Grantee requires additional work space and/or easement or the final survey of the Permanent Easement increases the size of the Permanent Easement, then an additional payment shall be made to the Grantor on a pro rata basis. If the final survey does not increase the size of the Permanent Easement or include additional work space/easements, then Grantor shall retain all funds paid to it by Grantee with no refund required.

21. Grantor and Grantee shall execute and deliver any instruments and documents and take such action as may be necessary or reasonably requested or required by the other party to give full force and effect to this Easement and to carry out its intent.

22. Grantee shall cause no above-ground appurtenances to be constructed on this Permanent Easement, with the exception of mandatory safety and operation appurtenances and appurtenances otherwise deemed necessary for the safe operation of the Pipelines, including, without limitation, cathodic test leads and pipeline markers which, when possible, will be placed at fence lines or other easement crossings on the above described land.

23. Grantee agrees to provide Grantor with at least two (2) weeks' notice of the date upon which Grantee anticipates commencement of construction on Grantor's property.

24. Grantee shall procure and maintain with reputable insurers with AM Best Company's rating of not less than "A:VII" policies of insurance written on an occurrence basis or on claims made basis (in which event insurance shall be maintained during the term of this Easement), with limits not less than those indicated for the respective items as follows:

1. Statutory Workers' Compensation and Occupational Disease Insurance, including Employer's Liability Insurance complying with laws of each jurisdiction in which any work is to be performed or elsewhere as may be required. Employer's Liability Insurance shall be provided with a limit not less than: \$2,000,000 each occurrence;
2. Commercial Liability Insurance, including but not limited to all Premises and Operations, Contractual Liability, Products-Completed Operations Liability, Fire Legal Liability, Explosion, Collapse and Underground Damage Liability, Broad Form Property Damage Liability, and if applicable, Watercraft and Aircraft Liability, as well as coverage on all Contractor's mobile equipment (other than motor vehicles licensed for highway use) owned, hired or used in the performance of this Contract with limits not less than: \$5,000,000 Bodily Injury, Personal Injury & Property Damage combined each occurrence and aggregate;
3. Commercial Automobile Liability Insurance, including Contractual Liability, covering all motor vehicles licensed for highway use and employed in the performance of this Contract, with limits not less than: \$5,000,000 Bodily Injury, Personal Injury & Property Damage combined each occurrence and aggregate.

25. Grantee shall repair any sinkholes or depressions in the area excavated for a period of three years from the date that construction on the Property is completed.

26. GRANTEE SHALL DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS GRANTOR, GRANTOR'S HEIRS, SUCCESSORS, ASSIGNS, TRANSFEREES, EMPLOYEES, AGENTS, LESSEES, CONTRACTORS, SUBCONTRACTORS, AS WELL AS TRUSTEES, BENEFICIARIES, RELATIVES, PARTNERS, OFFICERS, DIRECTORS AND RELATED OR AFFILIATED ENTITIES (THE "INDEMNIFIED PARTIES") FROM ANY AND ALL LIENS, CLAIMS, DEMANDS, COSTS (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ACCOUNTANT'S FEES, ENGINEER'S FEES, CONSULTANT'S FEES AND

EXPERT'S FEES), EXPENSES, DAMAGES, LOSSES AND CAUSES OF ACTION FOR DAMAGES (COLLECTIVELY, "LOSSES") BECAUSE OF INJURY TO PERSONS (INCLUDING DEATH) AND INJURY OR DAMAGE TO OR LOSS OF ANY PROPERTY OR IMPROVEMENTS ARISING FROM OR CAUSED BY THE ACTS AND/OR OMISSIONS OF GRANTEE, EXCEPT TO THE EXTENT SUCH LOSSES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF GRANTOR OR OTHER INDEMNIFIED PARTIES.

GRANTEE SHALL ALSO INDEMNIFY, DEFEND AND HOLD HARMLESS GRANTOR, GRANTOR'S HEIRS, SUCCESSORS, ASSIGNS, TRANSFEREES, EMPLOYEES, AGENTS, LESSEES, CONTRACTORS, SUBCONTRACTORS, AS WELL AS TRUSTEES, BENEFICIARIES, RELATIVES, PARTNERS, OFFICERS, DIRECTORS AND RELATED OR AFFILIATED ENTITIES FROM AND AGAINST ANY LOSSES ARISING FROM THE IMPOSITION OR RECORDING OF A LIEN BY THROUGH, OR UNDER GRANTEE FROM AND/OR IN CONNECTION WITH OR RESULTING FROM GRANTEE'S OPERATIONS ON GRANTOR'S LANDS, THE INCURRING OF COSTS OF REQUIRED REPAIRS, CLEAN UP, OR DETOXIFICATION AND REMOVAL UNDER ANY HAZARDOUS MATERIAL LAW WHICH MAY RESULT FROM GRANTEE'S ACTS OR OMISSIONS ON GRANTOR'S LANDS. GRANTEE IS NEITHER AN AGENT NOR AN EMPLOYEE OF GRANTOR, AND GRANTOR SHALL HAVE NO RESPONSIBILITY TO INSPECT OR OVERSEE GRANTEE'S OPERATIONS NOR TO INDEMNIFY OR CORRECT ANY POTENTIALLY HARMFUL, DANGEROUS OR DAMAGING CONDITIONS.

SPECIFICALLY EXCLUDED FROM THE FOREGOING INDEMNITIES IS ANY CLAIM FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OR ANY CLAIM FOR THE DISCOVERY OF ADVERSE ENVIRONMENTAL CONDITIONS NOT CAUSED BY THE ACTS OR OMISSIONS OF THE GRANTEE.

TO HAVE AND TO HOLD the rights, privileges and authority hereby granted unto the Grantee, its successors and assigns, forever, and Grantor does hereby agree to warrant and defend said Permanent Easement unto Grantee, its successors and assigns. This Easement and all of its terms, provisions and obligations shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns.

[Signature Page(s) Follow]



IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year first above written.

ATTEST:

Janece Swab

GRANTOR:

THE COUNTY OF CHESTER

Michelle Kichline  
Michelle Kichline, Chair

Kathi Cozzone  
Kathi Cozzone, Vice Chair

Terence Farrell  
Terence Farrell, Commissioner

ATTEST:

[Signature]

GRANTEE:

Sunoco Pipeline L.P.

By: Sunoco Logistics Partners Operations GP LLC,  
its general partner

By: Karen R. McMillin

Name: Karen R. McMillin

Title: Director, Right of Way (Attorney-in-Fact)

#### ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA

§  
§  
§

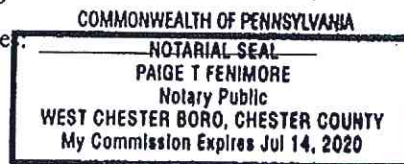
COUNTY OF CHESTER

On this, the 2<sup>nd</sup> day of February, 2017 before me, the undersigned officer, personally appeared Michelle Kichline, Kathi Cozzone and Terence Farrell, who acknowledged themselves to be the Chair and members of the Board of Commissioners of THE COUNTY OF CHESTER, respectively and that they, being authorized to do so, executed the within instrument for the purposes therein contained.

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

Paige T. Fenimore  
Notary Public

My Commission Expires:



ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA

§

COUNTY OF

Bucks

§

§

On this 18 day of JANUARY, 2017, before me, the undersigned officer, personally appeared Karen R. McMillin, who acknowledged herself to be the Director, Right of Way (Attorney-in-Fact) of Sunoco Logistics Partners Operations GP LLC, a Delaware limited liability company, general partner of Sunoco Pipeline L.P. and further acknowledged that she, as such Director, Right of Way, being authorized to do so, executed the foregoing instrument as the act and deed of such company for the purposes therein contained by signing the name of such company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18 day of JANUARY, 2017.

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Robert B. Reilly, Notary Public

East Lampeter Twp., Lancaster County  
My Commission Expires Jan. 21, 2020

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Robert B. Reilly  
Notary Public

My Commission Expires: JAN. 21, 2020

PA-CH-0244.0000  
Chester County, Pennsylvania  
Pennsylvania Pipeline Project

Exhibit "A"

DESCRIPTION FOR A PERMANENT EASEMENT ACROSS THE LANDS OF  
THE COUNTY OF CHESTER, A BODY PUBLIC AND POLITIC ORGANIZED AND EXISTING UNDER THE LAWS  
OF THE COMMONWEALTH OF PENNSYLVANIA

BEING A CENTERLINE DESCRIPTION FOR A FIFTY FOOT (50') WIDE PERMANENT EASEMENT, BEING TWENTY-FIVE FEET (25') AS MEASURED PERPENDICULAR, LEFT AND RIGHT OF SAID CENTERLINE, ACROSS THE LANDS NOW OR FORMERLY OF THE COUNTY OF CHESTER, A BODY PUBLIC AND POLITIC ORGANIZED AND EXISTING UNDER THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA IN WEST WHITELAND TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA, SAID LAND BEING MORE PARTICULARLY DESCRIBED IN DEED BOOK 4074, PAGE 2074 AS RECORDED IN THE CHESTER COUNTY RECORDER OF DEEDS,

Commencing from a point, said point being the southwest corner lands now or formerly James E. Pennington; thence South 61°30'29" West a distance of 11.3 feet more or less to the POINT OF BEGINNING of the centerline described herein; thence across the lands now or formerly The County of Chester, a body public and politic organized and existing under the laws of the Commonwealth of Pennsylvania South 33°03'28" East a distance of 65.6 feet more or less to a point on the northerly boundary line lands now or formerly Exton Commercial, LLC being the POINT OF TERMINATION of the centerline of the easement described herein, said point being ninety-five feet (95') northeast of southwest corner lands now or formerly Exton Commercial, LLC in Lincoln Highway East (U.S. Business Route 30).

The above described easement across the lands now or formerly The County of Chester, a body public and politic organized and existing under the laws of the Commonwealth of Pennsylvania containing 0.08 acres more or less as shown on a plan prepared by LW Survey Co. entitled "PERMANENT EASEMENT & RIGHT OF WAY CROSSING PROPERTY OF THE COUNTY OF CHESTER, A BODY PUBLIC AND POLITIC ORGANIZED AND EXISTING UNDER THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA"

Notes:

- 1) The purpose of this Exhibit "A" document is to fully describe the area of the proposed permanent easement across the lands of The County of Chester, a body public and politic organized and existing under the laws of the Commonwealth of Pennsylvania.
- 2) The Intent of this Exhibit "A" is NOT to supersede any of the existing easements for the existing pipelines shown on the attached Exhibit "B".
- 3) Bearings shown hereon are Grid bearings of NAD83 Pennsylvania State Plane Coordinate System, South Zone, U.S. Survey Feet. Distances shown hereon are on Grid and a scale factor must be applied to convert to ground distances.
- 4) Record information shown hereon is based on the best available record information and provided to LW Survey Co. by Rooney Engineering.
- 5) For additional information, see attached easement drawing (Exhibit "B") made in conjunction with and considered an integral part of the above described permanent easement.
- 6) This description and the attached Exhibit "B" were prepared for the purpose of creating a permanent easement and are not intended for use as a boundary survey.

TEMPORARY/ADDITIONAL TEMPORARY WORKSPACE

This parcel is not subject to Temporary/Additional Temporary Workspace.

LW Survey Co.  
1725A Oregon Pike, Suite 204  
Lancaster, PA. 17601



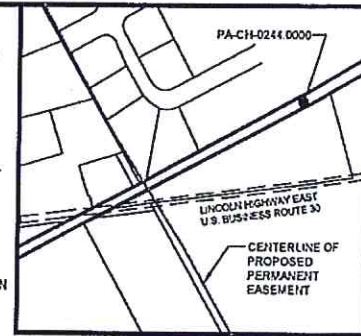
# EXHIBIT B WEST WHITELAND TOWNSHIP CHESTER COUNTY, PENNSYLVANIA

## LEGEND

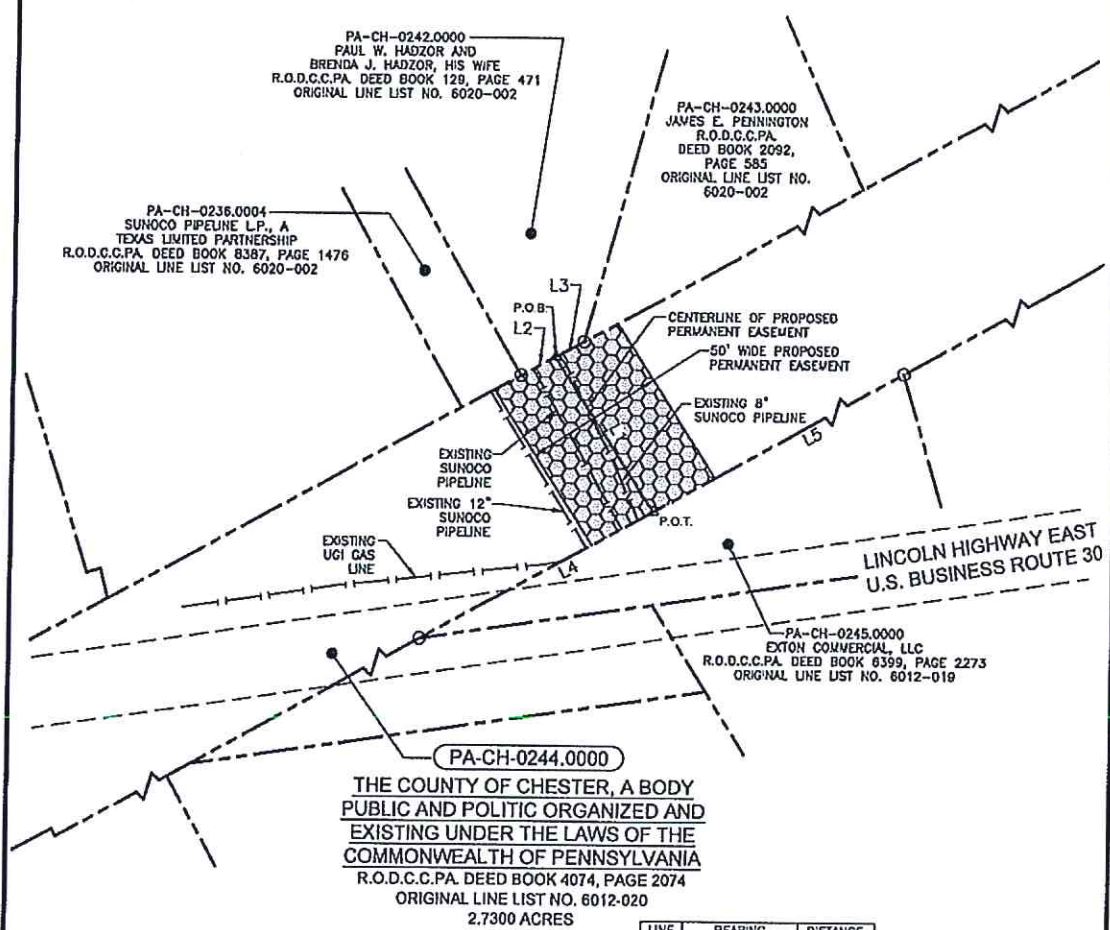
R.O.D.C.C.P.A. CHESTER COUNTY RECORDER OF DEEDS, PA.  
P.O.B. POINT OF BEGINNING  
P.O.T. POINT OF TERMINATION  
( ) RECORD BEARING AND DISTANCE  
• PROPERTY CORNER FOUND  
○ PROPERTY CORNER NOT FOUND  
△ PROPOSED PIPELINE/DEED LINE INTERSECTION  
○ PROPOSED PIPELINE VERTICE  
▨ PROPOSED PERMANENT EASEMENT  
▨ PROPOSED TEMPORARY WORK SPACE  
▨ PROPOSED ADDITIONAL TEMPORARY WORK SPACE

Scale: 1" = 50'

0 50 100  
FEET FEET FEET



VICINITY MAP  
NOT TO SCALE

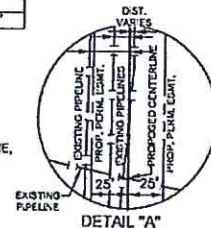


TOTAL DISTANCE ACROSS PROPERTY: 65.59 FT  
PROPOSED PERMANENT EASEMENT: 0.08 ACRES  
TEMPORARY WORK SPACE: 0.00 ACRES  
ADDITIONAL TEMPORARY WORK SPACE: 0.00 ACRES

LINE	BEARING	DISTANCE
L1	S33°03'28"E	65.59'
L2	N61°30'29"E	14.18'
L3	S61°30'29"W	11.27'
L4	N61°18'15"E	95.03'
L5	S61°18'15"W	492.85'

## NOTES:

1. THE PURPOSE OF THIS PLAN IS TO SHOW THE LIMITS OF THE PROPOSED PERMANENT AND TEMPORARY EASEMENTS CROSSING THE SUBJECT PROPERTY. THE PROPERTY LINES SHOWN HEREON, WERE COMPILED FROM THE BEST AVAILABLE RECORD INFORMATION AND GEO-REFERENCED TO APPARENT BOUNDARY EVIDENCE AND IS NOT THE RESULT OF A BOUNDARY SURVEY.
2. THE INFORMATION SHOWN HEREON IS AN ILLUSTRATION OF THE APPARENT PROPERTY LINES IN RELATION TO THE PROPOSED EASEMENTS. IT SHOULD NOT BE USED AS A PROPERTY BOUNDARY SURVEY.
3. BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED ON THE PROJECT COORDINATE SYSTEM OF NAD 83, PENNSYLVANIA STATE PLANE, SOUTH ZONE, U.S. SURVEY FEET. DISTANCES SHOWN HEREON ARE GRID DISTANCES AND A SCALE FACTOR MUST BE APPLIED TO CONVERT TO GROUND DISTANCES.
4. CORNER TIES WITH "x" REFERENCE, ARE APPROXIMATE SCALED DISTANCES.
5. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION (EXHIBIT "A") MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THE ABOVE DESCRIBED EASEMENT.



SURVEYED BY: LW Survey Co.  
1725A Oregon Pike  
Suite 204  
Lancaster, PA 17601

CLIENT:



## REVISIONS

NO.	DATE	BY	DESCRIPTION
0	7/17/15	JJH	ISSUED FOR REVIEW
1	7/28/15	JJH	REVISED PER COMMENTS
2	11/3/16	ARG	LABEL EXISTING SUNOCO PIPELINES

## PERMANENT EASEMENT & RIGHT OF WAY CROSSING PROPERTY OF

THE COUNTY OF CHESTER, A BODY PUBLIC AND POLITIC ORGANIZED AND  
EXISTING UNDER THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA

DRAWN BY: JJH DRAWN DATE: 7/17/15 CHECKED BY: ARG PLOT DATE: 11/3/16

TRACT NO.

PA-CH-0244.0000

PAGE 1 OF 1