

MIDDLETOWN TOWNSHIP
DELAWARE COUNTY, PENNSYLVANIA

ORDINANCE NO. 768

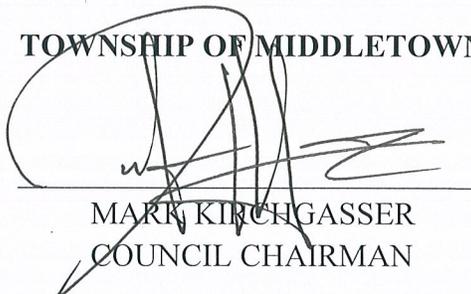
AN ORDINANCE OF THE TOWNSHIP OF MIDDLETOWN, DELAWARE COUNTY, PENNSYLVANIA, GRANTING TO SUNOCO PIPELINE, L.P., A TEXAS LIMITED PARTNERSHIP, A NON-EXCLUSIVE FIFTY-FOOT-WIDE (50') FREE AND UNOBSTRUCTED PERMANENT EASEMENT IN ORDER TO CONSTRUCT, OPERATE AND MAINTAIN TWO (2) PIPELINES AND ANY UNDERGROUND APPURTENANT FACILITIES AND ABOVE-GROUND MARKERS ON TOWNSHIP PROPERTY IDENTIFIED AS TAX PARCEL NO. 27-00-00627-99 (SLEIGHTON PARK); TAX PARCEL NOS. 27-00-01103-00 AND 27-00-01103-01 (LINVILL TRACT OPEN SPACE); TAX PARCEL NO. 27-00-01819-00 (OLD MILL POINTE OPEN SPACE); AND TAX PARCEL NO. 27-00-01792-01 (HILLCREST TRACT OPEN SPACE), AND A NON-EXCLUSIVE MAXIMUM TWELVE-FOOT-WIDE (12') PERPETUAL RIGHT OF WAY AND EASEMENT FOR USE AS AN ACCESS ROAD ON TOWNSHIP PROPERTY IDENTIFIED AS TAX PARCEL NO. 27-00-01199-01 (GLENWOOD SCHOOL SIDE OPEN SPACE); AND TAX PARCEL NOS. 27-00-00741-00 AND 27-00-00744-00 (TUNBRIDGE OPEN SPACE – REAR).

It is hereby ENACTED and ORDAINED that the Permanent Easement Agreements and Permanent Access Road Easement Agreements attached hereto and made a part hereof are approved, and the Township Manager is authorized to execute them on behalf of the Township.

ENACTED and ORDAINED this 26th day of SEPTEMBER, 2016.

TOWNSHIP OF MIDDLETOWN

SIGNED:


MARK KIRCHGASSER
COUNCIL CHAIRMAN

ATTEST:


W. BRUCE CLARK
TOWNSHIP MANAGER

MARINER EAST 2 PENNSYLVANIA PIPELINE PROJECT

SEGMENT 3

PA-DE-0046.0000

Middletown Township

Delaware County, Pennsylvania

Tax Parcel No. 27-00-00627-99

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

PERMANENT EASEMENT

This Permanent Easement ("Easement"), dated _____, by Township of **Middletown**, whose mailing address is PO Box 157, Lima, Pennsylvania 19037, (hereinafter referred to as "Grantor"), 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, does hereby 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, one pipeline not to exceed twenty inches (20") in nominal pipe diameter and one pipeline not to exceed sixteen inches (16") in nominal pipe diameter (the "Pipelines"), any underground appurtenant facilities, and 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.

Grantor also hereby grants, bargains, sells and conveys unto Grantee a temporary construction easement, not to exceed twenty-five feet (25') in width immediately adjacent to the Permanent Easement area and additional temporary work space, if any, (collectively, the "Temporary Easement"), at such locations as substantially shown on the attached **Exhibits "A" and "B"**, in order to construct the Pipelines in, over, through, across, under, and along the Property, and to otherwise exercise the rights granted to Grantee provided herein. The term of the Temporary Easement shall be for a period to extend thirty-six (36) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Easement prior to the thirty-six (36) month period and so states in writing, then the Temporary Easement shall immediately terminate. All rights, duties and/or obligations arising by or under this Easement shall only apply to the Temporary Construction Easement while same is in effect; provided, however, that the provisions set forth in Paragraphs 31 through 34 hereof shall survive the termination of the Temporary Easement and shall continue to apply to any and all claims that may be brought against Grantor in conjunction with Grantee's use of the Temporary Easement. The Permanent Easement and Temporary Easement (collectively, the "Easements") lie and are located in lands owned by Grantor described as follows:

Parcel identification number(s): 27-00-00627-99, 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 22.00 acres, more or less, being more specifically described in the Deed dated October 29, 2002 and recorded in Deed Book 2568, Page 996, in the office of the Recorder of Deeds of said County and State (the "Property").

By executing this Permanent Easement, Grantor is not granting any easement over or rights or licenses to use or perform any operations on any portion of the Property that is located outside of the area described in Exhibit A and depicted on Exhibit B.

It is further agreed as follows:

1. The right to use the Easements 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 (although any change in size shall not result in there being more than one (1) twenty inch (20") and one (1) sixteen inch (16") maximum diameter pipeline), relocating and changing the route or routes of within the Permanent Easement, abandoning in place and removing at will, in whole or in part, pipelines, for the transportation of oil, oil products, crude petroleum, natural gas, natural gas liquids, hydrocarbon liquids and the products thereof, together with below-ground appurtenances as may be necessary or desirable for the operation of the Pipelines.
2. 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 the reasonable maximum depth achievable while accommodating the bedrock, subject to the concurrence of Grantor's engineer. In no event shall blasting be permitted in the Permanent Easement.
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 within the Permanent Easement to ensure proper lateral and subjacent support for and drainage for the Pipelines and appurtenant facilities related to this pipeline project; provided, however, that Grantee shall not change any slopes of cuts and fills to the extent that the change would hinder Grantor's access to the Property, the use of the Property, or would result in surface runoff negatively impacting the Property or any of the adjacent parcels of land.
4. The consideration paid by Grantee in this Easement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and for reasonably anticipated damages caused to the surface of Grantor's lands within the Easements 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 Easements. The initial consideration does not cover any damages 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 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. In the event that permission is granted, Grantee shall promptly repair any damage to such roads and driveways that is caused by Grantee so as to maintain the roads and driveways in as good or better condition than existed prior to use by Grantee.
6. Grantee will, insofar as reasonably practicable, level and re-grade the ground disturbed by Grantee's use of the Easements to its original contours and will construct and maintain soil conservation devices on the Easements immediately after the initial disturbance of the soil and maintain such devices throughout construction as may be reasonably required to prevent damage to the property of Grantor and to the adjacent parcels of real estate from soil erosion resulting from construction of the Pipelines. Upon completion of construction and installation of the Pipelines, Grantee shall restore the surface of the Easements. As a part of such restoration work Grantee shall reseed and revegetate the Easements consistent with regulatory requirements and restore any damage to the Property caused by Grantee to as good a condition, as near as practicable, as existed immediately prior to commencement of construction.

7. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Easement. Grantor may not use any part of the Easements if such use may damage, destroy, injure, and/or interfere with Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee. Without limiting the foregoing, Grantor is expressly not permitted to conduct any of the following activities on the Easements without the written permission of Grantee, which shall not be unreasonably withheld, conditioned or delayed: (1) construct any temporary or permanent building or site improvements, roads, driveways, footpaths, trails, parking areas, signs, patios, stairs or walls, it being expressly understood that in no event shall any stairs or walls be constructed within ten (10) feet of the Pipelines; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees. Grantor may install plants and shrubs in conjunction with landscaping, but any shrubs shall be of a variety that has a maximum height of 24 inches. Grantor further agrees that, excluding the previously-enumerated exceptions, no above- or below-ground obstruction that may interfere with the purposes for which the Easements are being acquired may be placed, erected, installed or permitted upon the Easements without the written permission of Grantee; and provided further that any existing driveways, roadways, stormwater controls and irrigation piping shall be permitted to continue to exist and to be maintained in at least approximately the same condition as existed prior to the grant of the Easements. 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 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 their 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 of Grantor's appropriate ordinances, regulations, resolutions or laws. 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, invitees and subcontractors shall not (i) hunt, fish, trap, swim, camp or picnic on the Easement, (ii) purposely harm or injure in any way the artifacts, wildlife, animals or livestock on the Easement, or (iii) bring any dog, gun, firearm, fishing equipment, other sporting paraphernalia, alcohol or illegal drug of any kind onto the 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 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; provided that and unless it's an emergency, prior to performing any trimming or cutting, Grantee shall give Grantor thirty (30) days written notice. All trees, brush and other debris caused by construction shall be chipped and removed to an authorized disposal site. 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. Grantee shall take all reasonably available steps to properly identify the metes and bounds of the Easements and may not enter onto any portion of the Property that is outside of the Easements, nor may Grantee remove any trees, structures or appurtenances that are not located upon the Easements.

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 Easements 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 its original contours, as much as is reasonably practicable and to the specifications and satisfaction of Grantor's engineer, 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. Grantee, under the oversight of Grantor's engineer, shall restore any surface area of the Temporary Easement disturbed during initial construction, as much as is reasonably practicable and to the condition that existed immediately preceding Grantee's use of the Temporary Easement, except to the extent that the surface may be permanently modified by Grantee's permitted use of the Temporary Easement as set forth in this Easement.

13. The undersigned warrants that it is the owner of the Property herein described and has 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. Subject to the prior written approval of Grantor, which shall not be unreasonably withheld, the rights granted to Grantee in this Easement may be assigned, in whole or in part, to one or more assignees that are of equal or greater financial strength than Grantee, 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; provided, however, that in the event of an assignment, Grantee shall not be released from the indemnification obligations of paragraph 32. 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, along with a Side Letter Agreement made and entered into between the parties contemporaneously herewith, 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 or any Side Letter Agreement, 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. Any and all notices to which the parties shall be entitled hereunder or under any law, statute, rule, regulation, order, ordinance or policy of any governmental agency or entity having jurisdiction of the subject matter for which this Easement is granted, shall be deemed delivered when the same has been placed in the U.S. Mail in a properly stamped envelope or other appropriate mail container, addressed to the addresses shown above, bearing the adequate amount of postage to result in delivery of same to the address shown thereon, and sent by certified mail, return receipt requested, to the party to whom such notice is given. In the alternative, either party may give such notice by United Parcel Service (UPS), Federal Express or other similar national expedited mail service guaranteeing not later than two (2) day delivery of any such letter or notice to the addresses provided for herein. Grantor and Grantee may designate persons and addresses for all notices and information. Such persons or addresses may be changed by the respective party by delivering written notice of such change to the other party.

20. After giving Grantor thirty (30) days prior written notice, and subject to Grantor's approval, which shall not be unreasonably withheld, Grantor, may replace **Exhibit "A" and "B"** with a more definitive description and drawing, respectively, of the Easements and record the same in the Office of the Recorder of Deeds for Delaware County, Pennsylvania; provided, however, that any such substitution shall not enlarge the size of or alter the location of the Easements and provided further that in the event of such a replacement, Grantee shall promptly provide Grantor with copies of the substituted Exhibits "A" and "B".

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 agrees to provide Grantor with at least thirty (30) days' notice of the date upon which Grantee anticipates commencement of construction on Grantor's property.

23. Grantee agrees to provide Grantor with at least twenty (20) days advance written notice of any intrusive maintenance, reconstruction, relocation or replacement of a Pipeline where soil disturbance may be required, except in the event of an emergency where Grantee will provide notice to Grantor as soon as reasonably practicable.

24. If, at any time after five years from the date hereof, Grantee should abandon all of the rights granted herein for said pipelines and appurtenances constructed upon said land and if such abandonment should continue for a continuous twenty-four (24) month period, this Easement shall ipso facto terminate and revert to Grantor, its legal representatives, and assigns, provided, however, such time shall be extended for such period of time that Grantee is unable to exercise its rights granted hereunder because of Force Majeure. Force Majeure shall be any event beyond the reasonable control of Grantee in the exercise of due diligence. Grantee shall have the right for two years following any termination of this Easement to remove its pipe, valves and all other property. Following the expiration of such period, any such property remaining on said land shall be and become the property of Grantor.

25. 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. Under no circumstances shall Grantee place a valve station, pump station or similar installation in the Permanent Easement.

26. Grantee agrees that the construction, operation and maintenance of the Pipelines and the maintenance of the Easements will be performed in full compliance with all applicable federal, state and local environmental, health and safety laws, standards, and regulations.

27. In the event of any excavation within the Easements, including, but not limited to, installation and construction of the Pipelines or in the event of removal of the Pipelines herein, the topsoil will be removed and stored separately from the subsoil. As the Pipelines' trench is backfilled, the subsoil will be replaced over the pipe and pipe bedding and all topsoil will be placed on top of the subsoil. All of the backfill material will be compacted to restore the land, as much as practicable, to its original condition and be placed in a manner to not alter surface water or ground water flows on the Property, and all work will be subject to the oversight of Grantor's engineer.

28. Following the completion of the Pipelines, Grantee will be responsible for restoring the Easements to their original elevation and contour should uneven settling occur or surface drainage problems develop due to settlement or erosion. Grantor shall notify Grantee of said settlement or erosion and Grantee shall promptly respond and inspect the area with Grantor. Grantor shall then perform repairs with reasonable speed to achieve prompt completion, weather and soil conditions permitting.

29. Upon completion of construction and as soon as possible thereafter, Grantee shall restore the Easements as near as practicable to the original surface contours as existed prior to construction of the Pipelines, as reasonably determined by the Grantor's engineer. In addition, in maintained parkland areas or in the event that the Easements encroach upon existing trails, the Easements shall also be returned to their original predisturbance condition, again as reasonably determined by Grantor's engineer.

30. All work done by Grantor including, but not limited to, in connection with the original installation of the Pipelines or in conjunction with any subsequent reconstruction, installation, realignment, modification, replacement, improvement, alteration, substitution, operation, maintenance, repair, relocation and/or removal, shall be subject to the oversight of Grantor's engineer. For the purposes of this paragraph, "work" shall include, but is not limited to, work on the actual Pipelines, and any and all changes, alterations and restoration of the surface and subsurface of the Easements. All of the materials used in and all of the appurtenances to the Pipelines shall be subject to the oversight of Grantor's engineer at such reasonable times as Grantor's engineer shall determine. Grantee shall reimburse Grantor for the charges of Grantor's engineer associated with the oversight of Grantee's work.

31. 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.

Upon execution of this Easement, Grantee shall furnish Grantor a certificate of insurance evidencing the coverage required herein and shall include Grantor as an additional insured under the policies required above, but only to the extent of Grantee's indemnification obligations hereunder.

32. GRANTEE SHALL DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS GRANTOR, GRANTOR'S AFFILIATES (INCLUDING, BUT NOT LIMITED TO, MIDDLETOWN TOWNSHIP, DELAWARE COUNTY, SEWER AUTHORITY), SUCCESSORS, ASSIGNS, TRANSFEREES, EMPLOYEES, ELECTED OFFICIALS, AGENTS, ATTORNEYS, 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, ITS EMPLOYEES, AGENTS, CONTRACTORS AND SUBCONTRACTORS, 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 AFFILIATES (INCLUDING, BUT NOT LIMITED TO, MIDDLETOWN TOWNSHIP, DELAWARE COUNTY, SEWER AUTHORITY), SUCCESSORS, ASSIGNS, TRANSFEREES, EMPLOYEES, ELECTED OFFICIALS, AGENTS, ATTORNEYS, 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.

The foregoing indemnities are subject to Grantor providing written notice to Grantee within thirty (30) days of the date a claim is made known to Grantor and for which the indemnity may be applicable, unless Grantee is not prejudiced by such delay. Such written notice shall be given to: Sunoco Pipeline L.P. Attention: Right of Way Department, 525 Fritztown Road, Sinking Spring, Pennsylvania 19608-1509. Grantee shall have the exclusive right to designate and retain counsel to represent Grantor in the defense of any such claim and Grantor shall fully cooperate with Grantee in the investigation and defense of such claims.

33. The Court of Common Pleas of Delaware County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania shall have sole and exclusive jurisdiction and venue over any lawsuits arising from this Easement Agreement or the Side Letter Agreement, except that in the event of an action for an injunction, it may be brought in the court that has jurisdiction and venue.

34. A material breach by either party of its obligations under this Easement Agreement shall entitle the other party to recover counsel fees and litigation costs.

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 Easements 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]

EXECUTED this _____ day of _____, 2016.

GRANTOR:

Township of Middletown

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA §

COUNTY OF _____ §
§

On this _____ day of _____, 2016, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of _____, and further acknowledged that he/she, as such _____, being authorized to do so, executed the foregoing instrument as the act and deed of such corporation for the purposes therein contained by signing the name of such corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2016.

Notary Public in and for the Commonwealth of Pennsylvania

(Print Name of Notary Public Here)

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

STATE OF _____

§
§
§

COUNTY OF _____

On this _____ day of _____, 2016, 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 _____ day of _____, 2016.

Notary Public in and for the State of _____

(Print Name of Notary Public Here)

PA-DE-0046.0000
 Delaware County, Pennsylvania
 Pennsylvania Pipeline Project

Exhibit "A"

DESCRIPTION FOR A PERMANENT EASEMENT ACROSS THE LANDS OF TOWNSHIP OF MIDDLETOWN

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 TOWNSHIP OF MIDDLETOWN IN MIDDLETOWN TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, SAID LAND BEING MORE PARTICULARLY DESCRIBED IN DEED BOOK 2568, PAGE 996 AS RECORDED IN THE DELAWARE COUNTY RECORDER OF DEEDS.

Commencing from a point, said point being a found four inch (4") square monument marking the westernmost corner lands now or formerly Township of Middletown at Valley Road (S.R. 4005); thence North 60°03'14" East a distance of 20.9 feet more or less to the POINT OF BEGINNING of the centerline described herein; thence across the lands now or formerly Township of Middletown the following five (5) courses and distances; (1) South 30°22'49" East a distance of 158.2 feet more or less to a point; (2) South 30°53'17" East a distance of 145.4 feet more or less to a point; (3) South 30°08'10" East a distance of 162.3 feet more or less to a point; (4) South 52°17'48" East a distance of 289.5 feet more or less to a point; (5) South 35°54'14" East a distance of 136.5 feet more or less to a point on the southeasterly boundary line lands now or formerly Township of Middletown at West Forge Road being the POINT OF TERMINATION of the centerline of the easement described herein, said point being one hundred thirty-nine feet (139') northeast of southernmost corner lands now or formerly Township of Middletown at Valley Road (S.R. 4005) and West Forge Road..

The above described easement across the lands now or formerly Township of Middletown containing 0.97 acres more or less as shown on a plan prepared by LW Survey Co. entitled "PERMANENT EASEMENT & RIGHT OF WAY CROSSING PROPERTY OF TOWNSHIP OF MIDDLETOWN"

Notes:

- 1) The purpose of this Exhibit "A" document is to fully describe the area of the proposed permanent easement across the lands of Township of Middletown.
- 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

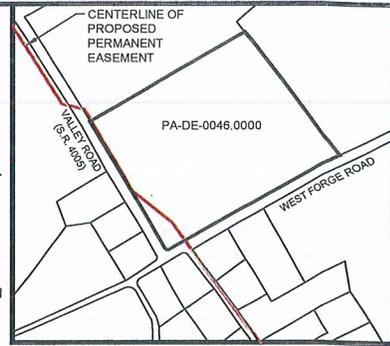
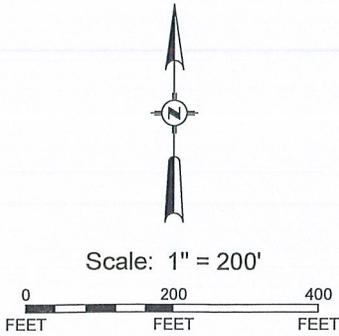
Being an additional twenty-five foot (25') wide strip of land to be used during construction located on the northeast side, parallel to and coincident with the above described permanent easement. Said 25 foot wide strip of land will extend from the northwesterly boundary line lands now or formerly Township of Middletown a distance of approximately eight hundred ninety-two feet (892') across the lands now or formerly Township of Middletown. And an additional area, on the northeast side, parallel to and coincident with the above described 25 foot wide strip of land, measuring approximately fifty feet (50') by two hundred sixty-five feet (265') by fifty feet (50') by twenty feet (20') by one hundred forty-four feet (144') by one hundred thirty-one feet (131') by fifty-four feet (54') by sixty-seven feet (67') by fourteen feet (14') by fourteen feet (14') one hundred eighty-one feet (181') by forty-five feet (45') by one hundred forty-seven feet (147') by two hundred eighty-nine feet (289') by four hundred fifty-six feet (456') will be required for construction purposes.

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

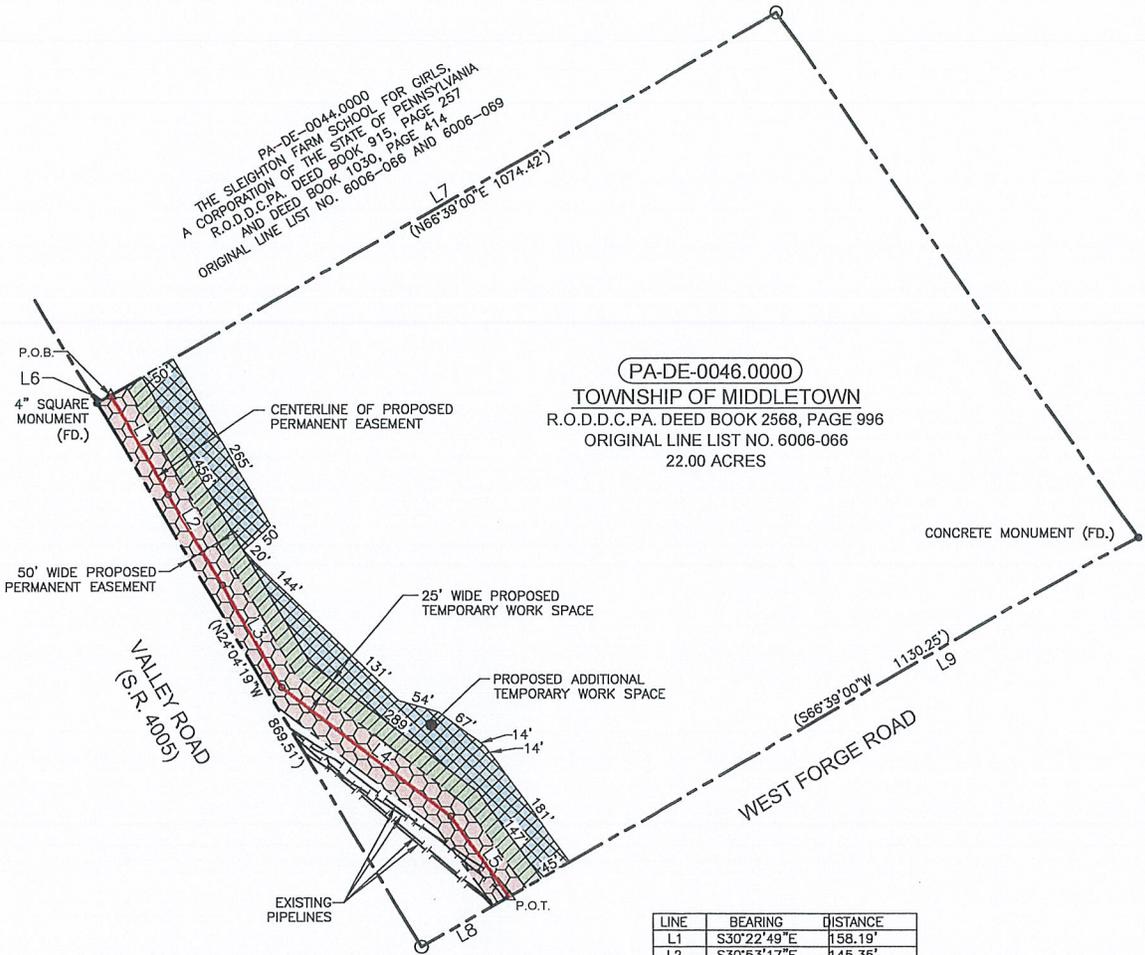
EXHIBIT B MIDDLETOWN TOWNSHIP DELAWARE COUNTY, PENNSYLVANIA

LEGEND

- R.O.D.D.C.P.A. DELAWARE 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



VICINITY MAP
NOT TO SCALE



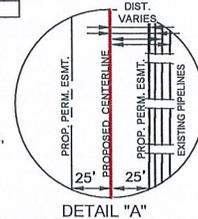
PA-DE-0046.0000
TOWNSHIP OF MIDDLETOWN
R.O.D.D.C.P.A. DEED BOOK 2568, PAGE 996
ORIGINAL LINE LIST NO. 6006-066
22.00 ACRES

LINE	BEARING	DISTANCE
L1	S30°22'49"E	158.19'
L2	S30°53'17"E	145.35'
L3	S30°08'10"E	162.29'
L4	S52°17'48"E	289.49'
L5	S35°54'14"E	136.49'
L6	N60°03'14"E	20.89'
L7	S60°03'14"W	1053.35'
L8	N60°03'14"E	138.51'
L9	S60°03'14"W	991.74'

TOTAL DISTANCE ACROSS PROPERTY: 891.81 FT
 PROPOSED PERMANENT EASEMENT: 0.97 ACRES
 TEMPORARY WORK SPACE: 0.51 ACRES
 ADDITIONAL TEMPORARY WORK SPACE: 0.86 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 "*" 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: Sunoco Pipeline L.P.

REVISIONS			
NO.	DATE	BY	DESCRIPTION
0	6/11/15	TAM	ISSUED FOR REVIEW
1	6/17/15	JJH	REVISED PER LW BOUNDARY
2	6/24/15	ARG	REVISED PER COMMENTS
3	8/11/15	ARG	REVISED PER REI DATA
4	6/8/16	ARG	REVISED ATWS
5	7/18/16	ARG	REVISED ATWS

**PERMANENT EASEMENT & RIGHT OF WAY
CROSSING PROPERTY OF
TOWNSHIP OF MIDDLETOWN**

DRAWN BY: TAM	DRAWN DATE: 6/11/15	CHECKED BY: ARG	PLOT DATE: 7/18/16
TRACT NO. PA-DE-0046.0000		PAGE 1 OF 1	

**MARINER EAST 2_PENNSYLVANIA PIPELINE PROJECT
SEGMENT 3
PA-DE-0104.0002
Middletown Township
Delaware County, Pennsylvania**

Tax Parcel No. 27-00-01792-01

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

PERMANENT EASEMENT

This Permanent Easement ("Easement"), dated _____, 2016, by **Township of Middletown**, whose mailing address is PO Box 157, Lima, Pennsylvania 19037, (hereinafter referred to as "Grantor"), 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, does hereby 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, one pipeline not to exceed twenty inches (20") in nominal pipe diameter and one pipeline not to exceed sixteen inches (16") in nominal pipe diameter (the "Pipelines"), any underground appurtenant facilities, and 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.

Grantor also hereby grants, bargains, sells and conveys unto Grantee a temporary construction easement, not to exceed twenty-five feet (25') in width immediately adjacent to the Permanent Easement area and additional temporary work space, if any, (collectively, the "Temporary Easement"), at such locations as substantially shown on the attached **Exhibits "A" and "B"**, in order to construct the Pipelines in, over, through, across, under, and along the Property, and to otherwise exercise the rights granted to Grantee provided herein. The term of the Temporary Easement shall be for a period to extend thirty-six (36) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Easement prior to the thirty-six (36) month period and so states in writing, then the Temporary Easement shall immediately terminate. All rights, duties and/or obligations arising by or under this Easement shall only apply to the Temporary Construction Easement while same is in effect; provided, however, that the provisions set forth in Paragraphs 31 through 34 hereof shall survive the termination of the Temporary Easement and shall continue to apply to any and all claims that may be brought against Grantor in conjunction with Grantee's use of the Temporary Easement. The Permanent Easement and Temporary Easement (collectively, the "Easements") lie and are located in lands owned by Grantor described as follows:

Parcel identification number(s): 27-00-01792-01, 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 13.72 acres, more or less, being more specifically described in the Deed dated October 10, 1984 and recorded in Deed Volume 212, Page 1136, in the office of the Recorder of Deeds of said County and State (the "Property").

By executing this Permanent Easement, Grantor is not granting any easement over or rights or licenses to use or perform any operations on any portion of the Property that is located outside of the area described in Exhibit A and depicted on Exhibit B.

It is further agreed as follows:

1. The right to use the Easements 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 (although any change in size shall not result in there being more than one (1) twenty inch (20") and one (1) sixteen inch (16") maximum diameter pipeline), relocating and changing the route or routes of within the Permanent Easement, abandoning in place and removing at will, in whole or in part, pipelines, for the transportation of oil, oil products, crude petroleum, natural gas, natural gas liquids, hydrocarbon liquids and the products thereof, together with below-ground appurtenances as may be necessary or desirable for the operation of the Pipelines.
2. 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 the reasonable maximum depth achievable while accommodating the bedrock, subject to the concurrence of Grantor's engineer. In no event shall blasting be permitted in the Permanent Easement.
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 within the Permanent Easement to ensure proper lateral and subjacent support for and drainage for the Pipelines and appurtenant facilities related to this pipeline project; provided, however, that Grantee shall not change any slopes of cuts and fills to the extent that the change would hinder Grantor's access to the Property, the use of the Property, or would result in surface runoff negatively impacting the Property or any of the adjacent parcels of land.
4. The consideration paid by Grantee in this Easement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and for reasonably anticipated damages caused to the surface of Grantor's lands within the Easements 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 Easements. The initial consideration does not cover any damages 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 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. In the event that permission is granted, Grantee shall promptly repair any damage to such roads and driveways that is caused by Grantee so as to maintain the roads and driveways in as good or better condition than existed prior to use by Grantee.
6. Grantee will, insofar as reasonably practicable, level and re-grade the ground disturbed by Grantee's use of the Easements to its original contours and will construct and maintain soil conservation devices on the Easements immediately after the initial disturbance of the soil and maintain such devices throughout construction as may be reasonably required to prevent damage to the property of Grantor and to the adjacent parcels of real estate from soil erosion resulting from construction of the Pipelines. Upon completion of construction and installation of the Pipelines, Grantee shall restore the surface of the Easements. As a part of such restoration work Grantee shall reseed and revegetate the Easements consistent with regulatory requirements and restore any damage to the Property caused by Grantee to as good a condition, as near as practicable, as existed immediately prior to commencement of construction.

7. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Easement. Grantor may not use any part of the Easements if such use may damage, destroy, injure, and/or interfere with Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee. Without limiting the foregoing, Grantor is expressly not permitted to conduct any of the following activities on the Easements without the written permission of Grantee, which shall not be unreasonably withheld, conditioned or delayed: (1) construct any temporary or permanent building or site improvements, roads, driveways, footpaths, trails, parking areas, signs, patios, stairs or walls, it being expressly understood that in no event shall any stairs or walls be constructed within ten (10) feet of the Pipelines; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees. Grantor may install plants and shrubs in conjunction with landscaping, but any shrubs shall be of a variety that has a maximum height of 24 inches. Grantor further agrees that, excluding the previously-enumerated exceptions, no above- or below-ground obstruction that may interfere with the purposes for which the Easements are being acquired may be placed, erected, installed or permitted upon the Easements without the written permission of Grantee; and provided further that any existing driveways, roadways, stormwater controls and irrigation piping shall be permitted to continue to exist and to be maintained in at least approximately the same condition as existed prior to the grant of the Easements. 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 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 their 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 of Grantor's appropriate ordinances, regulations, resolutions or laws. 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, invitees and subcontractors shall not (i) hunt, fish, trap, swim, camp or picnic on the Easement, (ii) purposely harm or injure in any way the artifacts, wildlife, animals or livestock on the Easement, or (iii) bring any dog, gun, firearm, fishing equipment, other sporting paraphernalia, alcohol or illegal drug of any kind onto the 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 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; provided that and unless it's an emergency, prior to performing any trimming or cutting, Grantee shall give Grantor thirty (30) days written notice. All trees, brush and other debris caused by construction shall be chipped and removed to an authorized disposal site. 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. Grantee shall take all reasonably available steps to properly identify the metes and bounds of the Easements and may not enter onto any portion of the Property that is outside of the Easements, nor may Grantee remove any trees, structures or appurtenances that are not located upon the Easements.

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 Easements 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 its original contours, as much as is reasonably practicable and to the specifications and satisfaction of Grantor's engineer, 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. Grantee, under the oversight of Grantor's engineer, shall restore any surface area of the Temporary Easement disturbed during initial construction, as much as is reasonably practicable and to the condition that existed immediately preceding Grantee's use of the Temporary Easement, except to the extent that the surface may be permanently modified by Grantee's permitted use of the Temporary Easement as set forth in this Easement.

13. The undersigned warrants that it is the owner of the Property herein described and has 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. Subject to the prior written approval of Grantor, which shall not be unreasonably withheld, the rights granted to Grantee in this Easement may be assigned, in whole or in part, to one or more assignees that are of equal or greater financial strength than Grantee, 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; provided, however, that in the event of an assignment, Grantee shall not be released from the indemnification obligations of paragraph 32. 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, along with a Side Letter Agreement made and entered into between the parties contemporaneously herewith, 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 or any Side Letter Agreement, 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. Any and all notices to which the parties shall be entitled hereunder or under any law, statute, rule, regulation, order, ordinance or policy of any governmental agency or entity having jurisdiction of the subject matter for which this Easement is granted, shall be deemed delivered when the same has been placed in the U.S. Mail in a properly stamped envelope or other appropriate mail container, addressed to the addresses shown above, bearing the adequate amount of postage to result in delivery of same to the address shown thereon, and sent by certified mail, return receipt requested, to the party to whom such notice is given. In the alternative, either party may give such notice by United Parcel Service (UPS), Federal Express or other similar national expedited mail service guaranteeing not later than two (2) day delivery of any such letter or notice to the addresses provided for herein. Grantor and Grantee may designate persons and addresses for all notices and information. Such persons or addresses may be changed by the respective party by delivering written notice of such change to the other party.

20. After giving Grantor thirty (30) days prior written notice, and subject to Grantor's approval, which shall not be unreasonably withheld, Grantor, may replace **Exhibit "A" and "B"** with a more definitive description and drawing, respectively, of the Easements and record the same in the Office of the Recorder of Deeds for Delaware County, Pennsylvania; provided, however, that any such substitution shall not enlarge the size of or alter the location of the Easements and provided further that in the event of such a replacement, Grantee shall promptly provide Grantor with copies of the substituted Exhibits "A" and "B".

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 agrees to provide Grantor with at least thirty (30) days' notice of the date upon which Grantee anticipates commencement of construction on Grantor's property.

23. Grantee agrees to provide Grantor with at least twenty (20) days advance written notice of any intrusive maintenance, reconstruction, relocation or replacement of a Pipeline where soil disturbance may be required, except in the event of an emergency where Grantee will provide notice to Grantor as soon as reasonably practicable.

24. If, at any time after five years from the date hereof, Grantee should abandon all of the rights granted herein for said pipelines and appurtenances constructed upon said land and if such abandonment should continue for a continuous twenty-four (24) month period, this Easement shall ipso facto terminate and revert to Grantor, its legal representatives, and assigns, provided, however, such time shall be extended for such period of time that Grantee is unable to exercise its rights granted hereunder because of Force Majeure. Force Majeure shall be any event beyond the reasonable control of Grantee in the exercise of due diligence. Grantee shall have the right for two years following any termination of this Easement to remove its pipe, valves and all other property. Following the expiration of such period, any such property remaining on said land shall be and become the property of Grantor.

25. 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. Under no circumstances shall Grantee place a valve station, pump station or similar installation in the Permanent Easement.

26. Grantee agrees that the construction, operation and maintenance of the Pipelines and the maintenance of the Easements will be performed in full compliance with all applicable federal, state and local environmental, health and safety laws, standards, and regulations.

27. In the event of any excavation within the Easements, including, but not limited to, installation and construction of the Pipelines or in the event of removal of the Pipelines herein, the topsoil will be removed and stored separately from the subsoil. As the Pipelines' trench is backfilled, the subsoil will be replaced over the pipe and pipe bedding and all topsoil will be placed on top of the subsoil. All of the backfill material will be compacted to restore the land, as much as practicable, to its original condition and be placed in a manner to not alter surface water or ground water flows on the Property, and all work will be subject to the oversight of Grantor's engineer.

28. Following the completion of the Pipelines, Grantee will be responsible for restoring the Easements to their original elevation and contour should uneven settling occur or surface drainage problems develop due to settlement or erosion. Grantor shall notify Grantee of said settlement or erosion and Grantee shall promptly respond and inspect the area with Grantor. Grantor shall then perform repairs with reasonable speed to achieve prompt completion, weather and soil conditions permitting.

29. Upon completion of construction and as soon as possible thereafter, Grantee shall restore the Easements as near as practicable to the original surface contours as existed prior to construction of the Pipelines, as reasonably determined by the Grantor's engineer. In addition, in maintained parkland areas or in the event that the Easements encroach upon existing trails, the Easements shall also be returned to their original predisturbance condition, again as reasonably determined by Grantor's engineer.

30. All work done by Grantor including, but not limited to, in connection with the original installation of the Pipelines or in conjunction with any subsequent reconstruction, installation, realignment, modification, replacement, improvement, alteration, substitution, operation, maintenance, repair, relocation and/or removal, shall be subject to the oversight of Grantor's engineer. For the purposes of this paragraph, "work" shall include, but is not limited to, work on the actual Pipelines, and any and all changes, alterations and restoration of the surface and subsurface of the Easements. All of the materials used in and all of the appurtenances to the Pipelines shall be subject to the oversight of Grantor's engineer at such reasonable times as Grantor's engineer shall determine. Grantee shall reimburse Grantor for the charges of Grantor's engineer associated with the oversight of Grantee's work.

31. 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.

Upon execution of this Easement, Grantee shall furnish Grantor a certificate of insurance evidencing the coverage required herein and shall include Grantor as an additional insured under the policies required above, but only to the extent of Grantee's indemnification obligations hereunder.

32. GRANTEE SHALL DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS GRANTOR, GRANTOR'S AFFILIATES (INCLUDING, BUT NOT LIMITED TO, MIDDLETOWN TOWNSHIP, DELAWARE COUNTY, SEWER AUTHORITY), SUCCESSORS, ASSIGNS, TRANSFEREES, EMPLOYEES, ELECTED OFFICIALS, AGENTS, ATTORNEYS, 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, ITS EMPLOYEES, AGENTS, CONTRACTORS AND SUBCONTRACTORS, 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 AFFILIATES (INCLUDING, BUT NOT LIMITED TO, MIDDLETOWN TOWNSHIP, DELAWARE COUNTY, SEWER AUTHORITY), SUCCESSORS, ASSIGNS, TRANSFEREES, EMPLOYEES, ELECTED OFFICIALS, AGENTS, ATTORNEYS, 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.

The foregoing indemnities are subject to Grantor providing written notice to Grantee within thirty (30) days of the date a claim is made known to Grantor and for which the indemnity may be applicable, unless Grantee is not prejudiced by such delay. Such written notice shall be given to: Sunoco Pipeline L.P. Attention: Right of Way Department, 525 Fritztown Road, Sinking Spring, Pennsylvania 19608-1509. Grantee shall have the exclusive right to designate and retain counsel to represent Grantor in the defense of any such claim and Grantor shall fully cooperate with Grantee in the investigation and defense of such claims.

33. The Court of Common Pleas of Delaware County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania shall have sole and exclusive jurisdiction and venue over any lawsuits arising from this Easement Agreement or the Side Letter Agreement, except that in the event of an action for an injunction, it may be brought in the court that has jurisdiction and venue.

34. A material breach by either party of its obligations under this Easement Agreement shall entitle the other party to recover counsel fees and litigation costs.

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 Easements 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]

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

STATE OF _____

§

§

COUNTY OF _____

§

On this _____ day of _____, 2016, 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 _____ day of _____, 2016.

Notary Public in and for the State of _____

(Print Name of Notary Public Here)

PA-DE-0104.0002
Delaware County, Pennsylvania
Pennsylvania Pipeline Project

Exhibit "A"

**DESCRIPTION FOR A PERMANENT EASEMENT ACROSS THE LANDS OF
TOWNSHIP OF MIDDLETOWN**

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 TOWNSHIP OF MIDDLETOWN IN MIDDLETOWN TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, SAID LAND BEING MORE PARTICULARLY DESCRIBED IN DEED BOOK 0212, PAGE 1136 AS RECORDED IN THE DELAWARE COUNTY RECORDER OF DEEDS.

Commencing from a point, said point being an angle break along the northwestern boundary line lands now or formerly Township of Middletown in Mt. Alverno Road; thence North 52°10'51" East a distance of 31.9 feet more or less to the POINT OF BEGINNING of the centerline described herein; thence across the lands now or formerly Township of Middletown the following six (6) courses and distances; (1) South 54°33'34" East a distance of 44.1 feet more or less to a point; (2) South 67°53'29" East a distance of 105.7 feet more or less to a point; (3) South 85°07'33" East a distance of 243.5 feet more or less to a point; (4) South 54°57'40" East a distance of 143.9 feet more or less to a point; (5) South 49°54'09" East a distance of 123.1 feet more or less to a point; (6) South 57°40'56" East a distance of 439.3 feet more or less to a point on the northwesterly boundary line other lands now or formerly Township of Middletown being the POINT OF TERMINATION of the centerline of the easement described herein, said point being one hundred twenty-one feet (121') southwest of easternmost corner lands now or formerly Township of Middletown.

The above described easement across the lands now or formerly Township of Middletown containing 1.26 acres more or less as shown on a plan prepared by LW Survey Co. entitled "PERMANENT EASEMENT & RIGHT OF WAY CROSSING PROPERTY OF TOWNSHIP OF MIDDLETOWN"

Notes:

- 1) The purpose of this Exhibit "A" document is to fully describe the area of the proposed permanent easement across the lands of Township of Middletown.
- 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

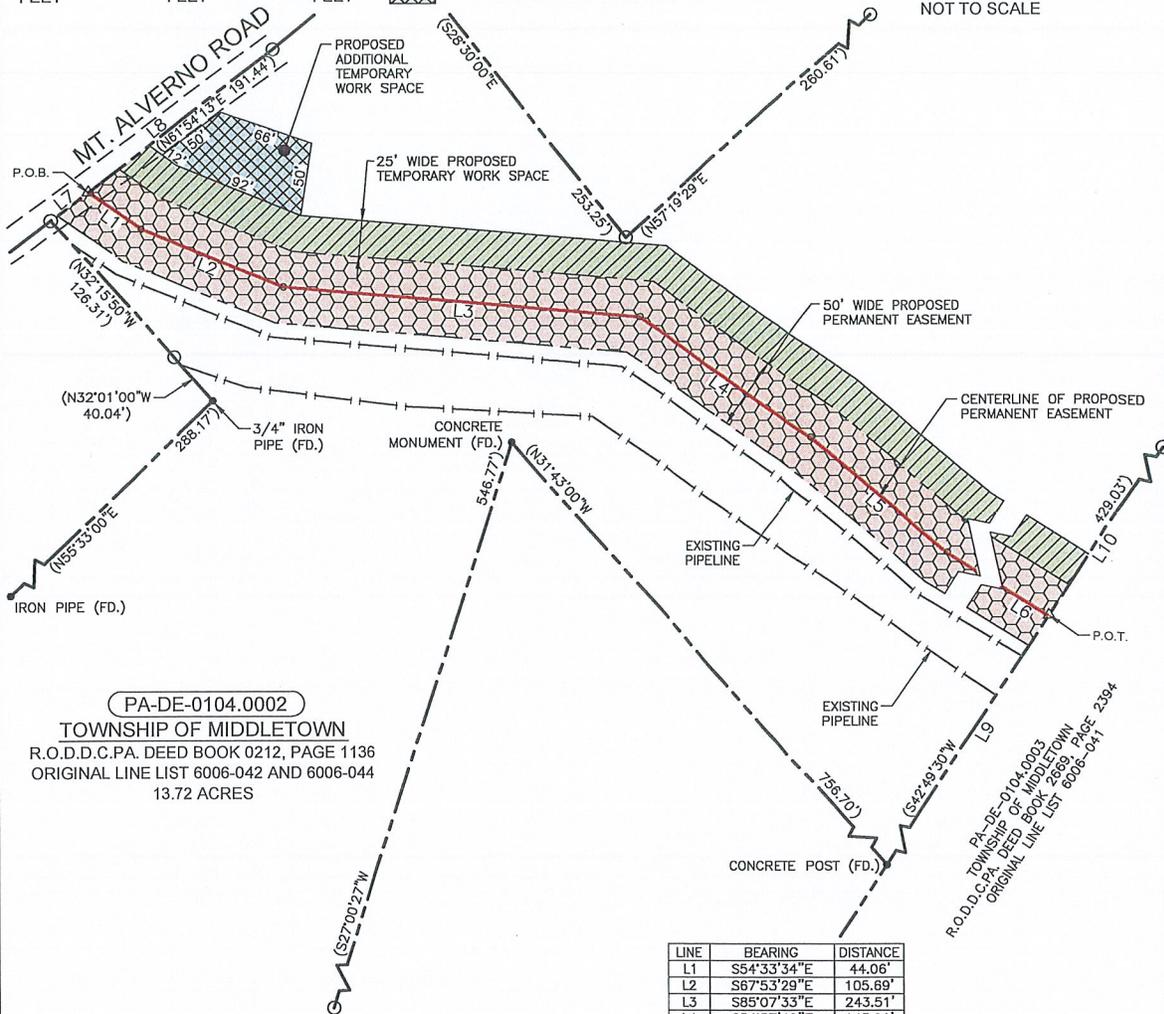
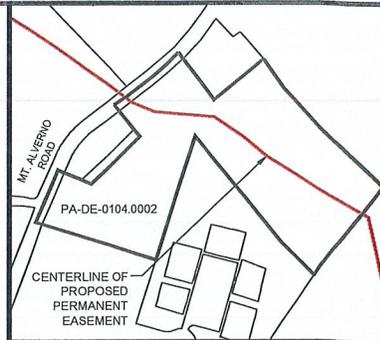
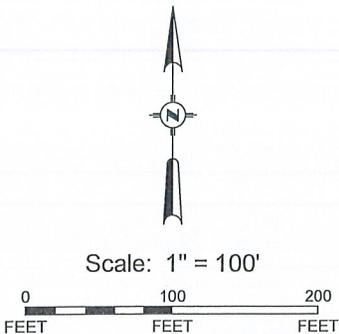
Being an additional twenty-five foot (25') wide strip of land to be used during construction. The 25 foot wide strip of land will be on the north side, parallel to and coincident with the above described permanent easement. Said 25 foot wide strip of land will extend from the northwestern boundary line lands now or formerly Township of Middletown in Mt. Alverno Road a distance of approximately one thousand ninety-one feet (1,091') across the lands now or formerly Township of Middletown. An additional area, adjacent to Mt. Alverno Road, measuring approximately fifty feet (50') by sixty-six feet (66') by fifty feet (50') by ninety-two feet (92') by twelve feet (12') north of and parallel to the above mentioned 25 foot wide strip of land will be required for construction purposes.

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

EXHIBIT B MIDDLETOWN TOWNSHIP DELAWARE COUNTY, PENNSYLVANIA

LEGEND

- R.O.D.D.C.P.A. DELAWARE 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



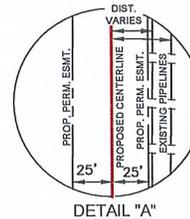
PA-DE-0104.0002
TOWNSHIP OF MIDDLETOWN
R.O.D.D.C.P.A. DEED BOOK 0212, PAGE 1136
ORIGINAL LINE LIST 6006-042 AND 6006-044
13.72 ACRES

LINE	BEARING	DISTANCE
L1	S54°33'34"E	44.06'
L2	S67°53'29"E	105.69'
L3	S85°07'33"E	243.51'
L4	S54°57'40"E	143.91'
L5	S49°54'09"E	123.07'
L6	S57°40'56"E	439.25'
L7	N52°10'51"E	31.87'
L8	S52°10'51"W	159.57'
L9	N33°06'08"E	308.12'
L10	S33°06'08"W	120.91'

TOTAL DISTANCE ACROSS PROPERTY: 1099.49 FT
 PROPOSED PERMANENT EASEMENT: 1.26 ACRES
 TEMPORARY WORK SPACE: 0.62 ACRES
 ADDITIONAL TEMPORARY WORK SPACE: 0.09 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

CLIENT:



Sunoco
Pipeline L.P.

REVISIONS

NO.	DATE	BY	DESCRIPTION
0	4/9/15	TAM	ISSUED FOR REVIEW
1	9/15/15	ARG	REVISED PER COMMENTS

PERMANENT EASEMENT & RIGHT OF WAY
CROSSING PROPERTY OF
TOWNSHIP OF MIDDLETOWN

DRAWN BY: TAM DRAWN DATE: 4/8/15 CHECKED BY: PKB PLOT DATE: 9/15/15

TRACT NO. PA-DE-0104.0002

MARINER EAST 2_PENNSYLVANIA PIPELINE PROJECT

SEGMENT 3

PA-DE-0104.0004

Middletown Township

Delaware County, Pennsylvania

Tax Parcel No. 27-00-01103-00; 27-00-01103-01

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

PERMANENT EASEMENT

This Permanent Easement ("Easement"), dated _____, 2016, by **Township of Middletown**, whose mailing address is PO Box 157, Lima, Pennsylvania 19037, (hereinafter referred to as "Grantor"), 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, does hereby 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, one pipeline not to exceed twenty inches (20") in nominal pipe diameter and one pipeline not to exceed sixteen inches (16") in nominal pipe diameter (the "Pipelines"), any underground appurtenant facilities, and 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.

Grantor also hereby grants, bargains, sells and conveys unto Grantee a temporary construction easement, not to exceed twenty-five feet (25') in width immediately adjacent to the Permanent Easement area and additional temporary work space, if any, (collectively, the "Temporary Easement"), at such locations as substantially shown on the attached Exhibits "A" and "B", in order to construct the Pipelines in, over, through, across, under, and along the Property, and to otherwise exercise the rights granted to Grantee provided herein. The term of the Temporary Easement shall be for a period to extend thirty-six (36) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Easement prior to the thirty-six (36) month period and so states in writing, then the Temporary Easement shall immediately terminate. All rights, duties and/or obligations arising by or under this Easement shall only apply to the Temporary Construction Easement while same is in effect; provided, however, that the provisions set forth in Paragraphs 31 through 34 hereof shall survive the termination of the Temporary Easement and shall continue to apply to any and all claims that may be brought against Grantor in conjunction with Grantee's use of the Temporary Easement. The Permanent Easement and Temporary Easement (collectively, the "Easements") lie and are located in lands owned by Grantor described as follows:

Parcel identification number(s): 27-00-01103-00; 27-00-01103-01, 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 157.116 acres, more or less, being more specifically described in the Deed dated May 1, 1987 and recorded in Volume 460, Page 2184, in the office of the Recorder of Deeds of said County and State (the "Property").

By executing this Permanent Easement, Grantor is not granting any easement over or rights or licenses to use or perform any operations on any portion of the Property that is located outside of the area described in Exhibit A and depicted on Exhibit B.

It is further agreed as follows:

1. The right to use the Easements 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 (although any change in size shall not result in there being more than one (1) twenty inch (20") and one (1) sixteen inch (16") maximum diameter pipeline), relocating and changing the route or routes of within the Permanent Easement, abandoning in place and removing at will, in whole or in part, pipelines, for the transportation of oil, oil products, crude petroleum, natural gas, natural gas liquids, hydrocarbon liquids and the products thereof, together with below-ground appurtenances as may be necessary or desirable for the operation of the Pipelines.
2. 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 the reasonable maximum depth achievable while accommodating the bedrock, subject to the concurrence of Grantor's engineer. In no event shall blasting be permitted in the Permanent Easement.
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 within the Permanent Easement to ensure proper lateral and subjacent support for and drainage for the Pipelines and appurtenant facilities related to this pipeline project; provided, however, that Grantee shall not change any slopes of cuts and fills to the extent that the change would hinder Grantor's access to the Property, the use of the Property, or would result in surface runoff negatively impacting the Property or any of the adjacent parcels of land.
4. The consideration paid by Grantee in this Easement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and for reasonably anticipated damages caused to the surface of Grantor's lands within the Easements 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 Easements. The initial consideration does not cover any damages 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 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. In the event that permission is granted, Grantee shall promptly repair any damage to such roads and driveways that is caused by Grantee so as to maintain the roads and driveways in as good or better condition than existed prior to use by Grantee.
6. Grantee will, insofar as reasonably practicable, level and re-grade the ground disturbed by Grantee's use of the Easements to its original contours and will construct and maintain soil conservation devices on the Easements immediately after the initial disturbance of the soil and maintain such devices throughout construction as may be reasonably required to prevent damage to the property of Grantor and to the adjacent parcels of real estate from soil erosion resulting from construction of the Pipelines. Upon completion of construction and installation of the Pipelines, Grantee shall restore the surface of the Easements. As a part of such restoration work Grantee shall reseed and revegetate the Easements consistent with regulatory requirements and restore any damage to the Property caused by Grantee to as good a condition, as near as practicable, as existed immediately prior to commencement of construction.

7. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Easement. Grantor may not use any part of the Easements if such use may damage, destroy, injure, and/or interfere with Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee. Without limiting the foregoing, Grantor is expressly not permitted to conduct any of the following activities on the Easements without the written permission of Grantee, which shall not be unreasonably withheld, conditioned or delayed: (1) construct any temporary or permanent building or site improvements, roads, driveways, footpaths, trails, parking areas, signs, patios, stairs or walls, it being expressly understood that in no event shall any stairs or walls be constructed within ten (10) feet of the Pipelines; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees. Grantor may install plants and shrubs in conjunction with landscaping, but any shrubs shall be of a variety that has a maximum height of 24 inches. Grantor further agrees that, excluding the previously-enumerated exceptions, no above- or below-ground obstruction that may interfere with the purposes for which the Easements are being acquired may be placed, erected, installed or permitted upon the Easements without the written permission of Grantee; and provided further that any existing driveways, roadways, stormwater controls and irrigation piping shall be permitted to continue to exist and to be maintained in at least approximately the same condition as existed prior to the grant of the Easements. 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 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 their 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 of Grantor's appropriate ordinances, regulations, resolutions or laws. 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, invitees and subcontractors shall not (i) hunt, fish, trap, swim, camp or picnic on the Easement, (ii) purposely harm or injure in any way the artifacts, wildlife, animals or livestock on the Easement, or (iii) bring any dog, gun, firearm, fishing equipment, other sporting paraphernalia, alcohol or illegal drug of any kind onto the 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 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; provided that and unless it's an emergency, prior to performing any trimming or cutting, Grantee shall give Grantor thirty (30) days written notice. All trees, brush and other debris caused by construction shall be chipped and removed to an authorized disposal site. 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. Grantee shall take all reasonably available steps to properly identify the metes and bounds of the Easements and may not enter onto any portion of the Property that is outside of the Easements, nor may Grantee remove any trees, structures or appurtenances that are not located upon the Easements.

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 Easements 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 its original contours, as much as is reasonably practicable and to the specifications and satisfaction of Grantor's engineer, 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. Grantee, under the oversight of Grantor's engineer, shall restore any surface area of the Temporary Easement disturbed during initial construction, as much as is reasonably practicable and to the condition that existed immediately preceding Grantee's use of the Temporary Easement, except to the extent that the surface may be permanently modified by Grantee's permitted use of the Temporary Easement as set forth in this Easement.

13. The undersigned warrants that it is the owner of the Property herein described and has 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. Subject to the prior written approval of Grantor, which shall not be unreasonably withheld, the rights granted to Grantee in this Easement may be assigned, in whole or in part, to one or more assignees that are of equal or greater financial strength than Grantee, 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; provided, however, that in the event of an assignment, Grantee shall not be released from the indemnification obligations of paragraph 32. 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, along with a Side Letter Agreement made and entered into between the parties contemporaneously herewith, 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 or any Side Letter Agreement, 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. Any and all notices to which the parties shall be entitled hereunder or under any law, statute, rule, regulation, order, ordinance or policy of any governmental agency or entity having jurisdiction of the subject matter for which this Easement is granted, shall be deemed delivered when the same has been placed in the U.S. Mail in a properly stamped envelope or other appropriate mail container, addressed to the addresses shown above, bearing the adequate amount of postage to result in delivery of same to the address shown thereon, and sent by certified mail, return receipt requested, to the party to whom such notice is given. In the alternative, either party may give such notice by United Parcel Service (UPS), Federal Express or other similar national expedited mail service guaranteeing not later than two (2) day delivery of any such letter or notice to the addresses provided for herein. Grantor and Grantee may designate persons and addresses for all notices and information. Such persons or addresses may be changed by the respective party by delivering written notice of such change to the other party.

20. After giving Grantor thirty (30) days prior written notice, and subject to Grantor's approval, which shall not be unreasonably withheld, Grantor, may replace **Exhibit "A" and "B"** with a more definitive description and drawing, respectively, of the Easements and record the same in the Office of the Recorder of Deeds for Delaware County, Pennsylvania; provided, however, that any such substitution shall not enlarge the size of or alter the location of the Easements and provided further that in the event of such a replacement, Grantee shall promptly provide Grantor with copies of the substituted Exhibits "A" and "B".

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 agrees to provide Grantor with at least thirty (30) days' notice of the date upon which Grantee anticipates commencement of construction on Grantor's property.

23. Grantee agrees to provide Grantor with at least twenty (20) days advance written notice of any intrusive maintenance, reconstruction, relocation or replacement of a Pipeline where soil disturbance may be required, except in the event of an emergency where Grantee will provide notice to Grantor as soon as reasonably practicable.

24. If, at any time after five years from the date hereof, Grantee should abandon all of the rights granted herein for said pipelines and appurtenances constructed upon said land and if such abandonment should continue for a continuous twenty-four (24) month period, this Easement shall ipso facto terminate and revert to Grantor, its legal representatives, and assigns, provided, however, such time shall be extended for such period of time that Grantee is unable to exercise its rights granted hereunder because of Force Majeure. Force Majeure shall be any event beyond the reasonable control of Grantee in the exercise of due diligence. Grantee shall have the right for two years following any termination of this Easement to remove its pipe, valves and all other property. Following the expiration of such period, any such property remaining on said land shall be and become the property of Grantor.

25. 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. Under no circumstances shall Grantee place a valve station, pump station or similar installation in the Permanent Easement.

26. Grantee agrees that the construction, operation and maintenance of the Pipelines and the maintenance of the Easements will be performed in full compliance with all applicable federal, state and local environmental, health and safety laws, standards, and regulations.

27. In the event of any excavation within the Easements, including, but not limited to, installation and construction of the Pipelines or in the event of removal of the Pipelines herein, the topsoil will be removed and stored separately from the subsoil. As the Pipelines' trench is backfilled, the subsoil will be replaced over the pipe and pipe bedding and all topsoil will be placed on top of the subsoil. All of the backfill material will be compacted to restore the land, as much as practicable, to its original condition and be placed in a manner to not alter surface water or ground water flows on the Property, and all work will be subject to the oversight of Grantor's engineer.

28. Following the completion of the Pipelines, Grantee will be responsible for restoring the Easements to their original elevation and contour should uneven settling occur or surface drainage problems develop due to settlement or erosion. Grantor shall notify Grantee of said settlement or erosion and Grantee shall promptly respond and inspect the area with Grantor. Grantor shall then perform repairs with reasonable speed to achieve prompt completion, weather and soil conditions permitting.

29. Upon completion of construction and as soon as possible thereafter, Grantee shall restore the Easements as near as practicable to the original surface contours as existed prior to construction of the Pipelines, as reasonably determined by the Grantor's engineer. In addition, in maintained parkland areas or in the event that the Easements encroach upon existing trails, the Easements shall also be returned to their original predisturbance condition, again as reasonably determined by Grantor's engineer.

30. All work done by Grantor including, but not limited to, in connection with the original installation of the Pipelines or in conjunction with any subsequent reconstruction, installation, realignment, modification, replacement, improvement, alteration, substitution, operation, maintenance, repair, relocation and/or removal, shall be subject to the oversight of Grantor's engineer. For the purposes of this paragraph, "work" shall include, but is not limited to, work on the actual Pipelines, and any and all changes, alterations and restoration of the surface and subsurface of the Easements. All of the materials used in and all of the appurtenances to the Pipelines shall be subject to the oversight of Grantor's engineer at such reasonable times as Grantor's engineer shall determine. Grantee shall reimburse Grantor for the charges of Grantor's engineer associated with the oversight of Grantee's work.

31. 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.

Upon execution of this Easement, Grantee shall furnish Grantor a certificate of insurance evidencing the coverage required herein and shall include Grantor as an additional insured under the policies required above, but only to the extent of Grantee's indemnification obligations hereunder.

32. GRANTEE SHALL DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS GRANTOR, GRANTOR'S AFFILIATES (INCLUDING, BUT NOT LIMITED TO, MIDDLETOWN TOWNSHIP, DELAWARE COUNTY, SEWER AUTHORITY), SUCCESSORS, ASSIGNS, TRANSFEREES, EMPLOYEES, ELECTED OFFICIALS, AGENTS, ATTORNEYS, 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, ITS EMPLOYEES, AGENTS, CONTRACTORS AND SUBCONTRACTORS, 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 AFFILIATES (INCLUDING, BUT NOT LIMITED TO, MIDDLETOWN TOWNSHIP, DELAWARE COUNTY, SEWER AUTHORITY), SUCCESSORS, ASSIGNS, TRANSFEREES, EMPLOYEES, ELECTED OFFICIALS, AGENTS, ATTORNEYS, 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.

The foregoing indemnities are subject to Grantor providing written notice to Grantee within thirty (30) days of the date a claim is made known to Grantor and for which the indemnity may be applicable, unless Grantee is not prejudiced by such delay. Such written notice shall be given to: Sunoco Pipeline L.P. Attention: Right of Way Department, 525 Fritztown Road, Sinking Spring, Pennsylvania 19608-1509. Grantee shall have the exclusive right to designate and retain counsel to represent Grantor in the defense of any such claim and Grantor shall fully cooperate with Grantee in the investigation and defense of such claims.

33. The Court of Common Pleas of Delaware County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania shall have sole and exclusive jurisdiction and venue over any lawsuits arising from this Easement Agreement or the Side Letter, except that in the event of an action for an injunction, it may be brought in the court that has jurisdiction and venue.

34. A material breach by either party of its obligations under this Easement Agreement shall entitle the other party to recover counsel fees and litigation costs.

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 Easements 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]

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

STATE OF _____

§
§
§

COUNTY OF _____

On this _____ day of _____, 2016, 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 _____ day of _____, 2016.

Notary Public in and for the State of _____

(Print Name of Notary Public Here)

PA-DE-0104.0004
Delaware County, Pennsylvania
Pennsylvania Pipeline Project

Exhibit "A"
DESCRIPTION FOR A PERMANENT EASEMENT ACROSS THE LANDS OF
TOWNSHIP OF MIDDLETOWN

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 TOWNSHIP OF MIDDLETOWN IN MIDDLETOWN TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, SAID LAND BEING MORE PARTICULARLY DESCRIBED IN DEED BOOK 460, PAGE 2184 AS RECORDED IN THE DELAWARE COUNTY RECORDER OF DEEDS.

Commencing from a point, said point being a found four inch (4") concrete monument marking along the northwesterly boundary line lands now or formerly Township of Middletown; thence South 47°22'34" West a distance of 457.9 feet more or less to the POINT OF BEGINNING of the centerline described herein; thence across the lands now or formerly Township of Middletown the following five (5) courses and distances; (1) South 51°44'39" East a distance of 416.0 feet more or less to a point; (2) South 53°13'02" East a distance of 369.4 feet more or less to a point; (3) South 52°21'50" East a distance of 646.2 feet more or less to a point; (4) South 54°40'49" East a distance of 105.0 feet more or less to a point; (5) South 71°09'14" East a distance of 15.5 feet more or less to a point on the southeasterly boundary line lands now or formerly Township of Middletown at West Knowlton Road (S.R. 3022) being the POINT OF TERMINATION of the centerline of the easement described herein, said point being one hundred forty-one feet (141') northeast of an angle break along the southeasterly boundary line lands now or formerly Township of Middletown at West Knowlton Road (S.R. 3022).

The above described easement across the lands now or formerly Township of Middletown containing 1.78 acres more or less as shown on a plan prepared by LW Survey Co. entitled "PERMANENT EASEMENT & RIGHT OF WAY CROSSING PROPERTY OF TOWNSHIP OF MIDDLETOWN"

Notes:

- 1) The purpose of this Exhibit "A" document is to fully describe the area of the proposed permanent easement across the lands of Township of Middletown.
- 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

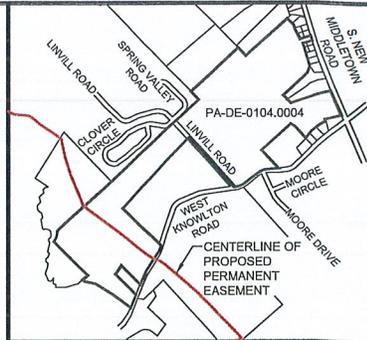
Being an additional twenty-five foot (25') wide strip of land to be used during construction. The 25 foot wide strip of land will be on the northeast side, parallel to and coincident with the above described permanent easement. Said 25 foot wide strip of land will extend from the southeasterly boundary line other lands now or formerly Township of Middletown a distance of approximately one thousand five hundred forty-seven feet (1,547') across the lands now or formerly Township of Middletown. An additional area, adjacent to West Knowlton Road (S.R. 3022), measuring approximately thirteen feet (13') by eighty-eight feet (88') by fifty feet (50') by one hundred feet (100') by fifty feet (50') northeast of and parallel to the above mentioned 25 foot wide strip of land will be required for construction purposes.

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

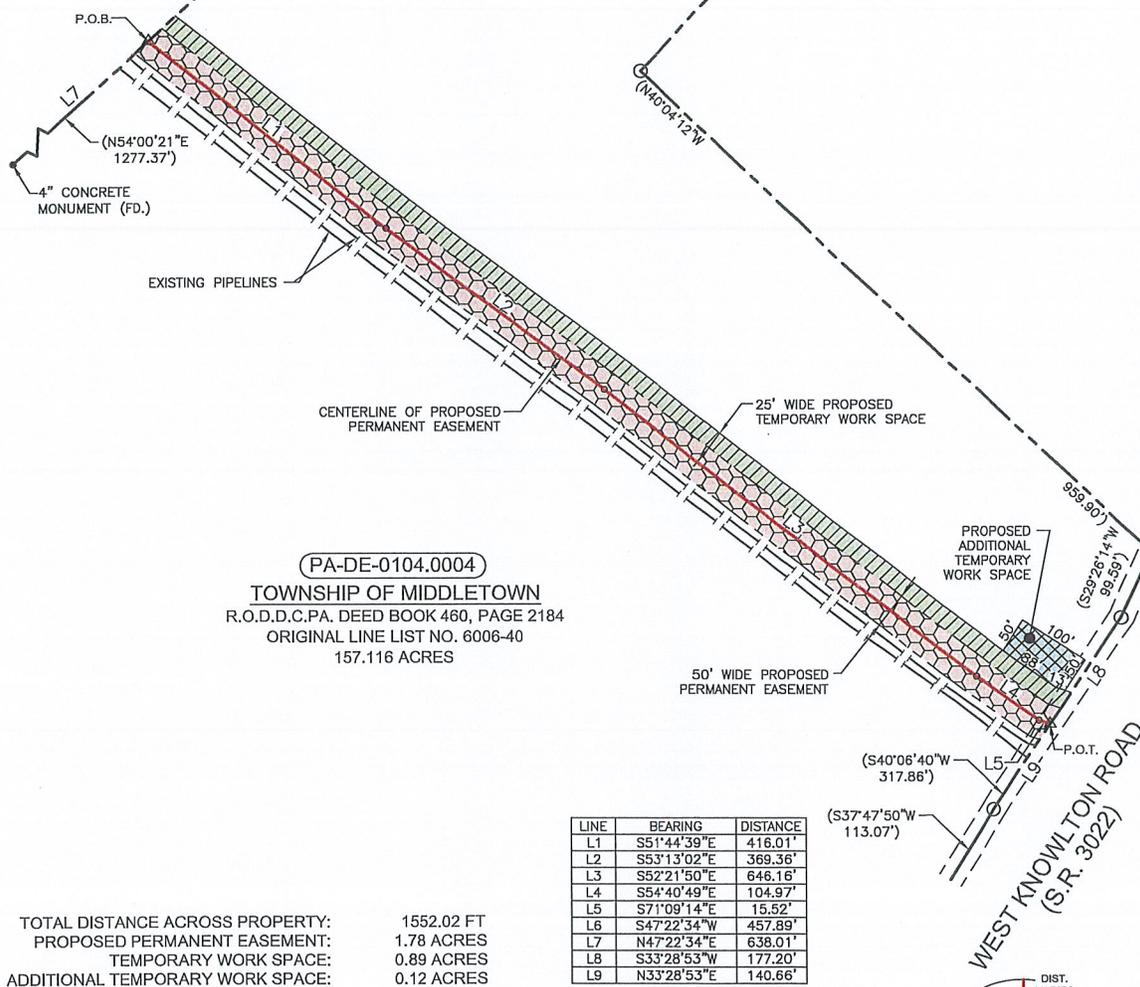
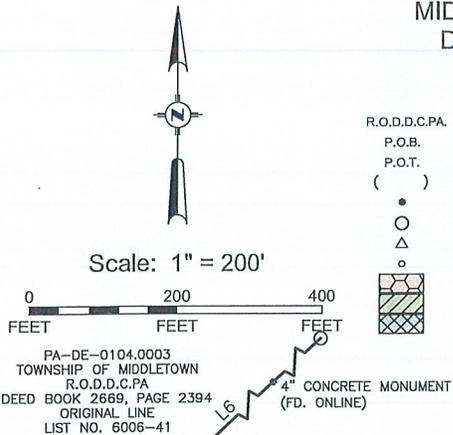
EXHIBIT B MIDDLETOWN TOWNSHIP DELAWARE COUNTY, PENNSYLVANIA

LEGEND

- R.O.D.D.C.P.A. DELAWARE 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



VICINITY MAP
NOT TO SCALE

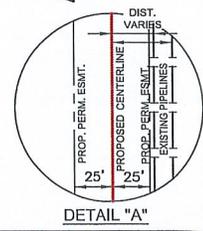


LINE	BEARING	DISTANCE
L1	S51°44'39"E	416.01'
L2	S53°13'02"E	369.36'
L3	S52°21'50"E	646.16'
L4	S54°40'49"E	104.97'
L5	S71°09'14"E	15.52'
L6	S47°22'34"W	457.89'
L7	N47°22'34"E	638.01'
L8	S33°28'53"W	177.20'
L9	N33°28'53"E	140.66'

TOTAL DISTANCE ACROSS PROPERTY: 1552.02 FT
 PROPOSED PERMANENT EASEMENT: 1.78 ACRES
 TEMPORARY WORK SPACE: 0.89 ACRES
 ADDITIONAL TEMPORARY WORK SPACE: 0.12 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 "*" 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: Sunoco Pipeline L.P.

REVISIONS			
NO.	DATE	BY	DESCRIPTION
0	4/8/15	JJK	ISSUED FOR REVIEW
1	5/19/15	ARG	REVISED PER COMMENTS
2	6/5/15	ARG	REVISED PER COMMENTS
3	11/5/15	JJH	REVISED PER COMMENTS

PERMANENT EASEMENT & RIGHT OF WAY
CROSSING PROPERTY OF
TOWNSHIP OF MIDDLETOWN

DRAWN BY: JJK DRAWN DATE: 4/8/15 CHECKED BY: ARG PLOT DATE: 11/5/15

TRACT NO. PA-DE-0104.0004

MARINER EAST 2_PENNSYLVANIA PIPELINE PROJECT

SEGMENT 3

PA-DE-0104.0003

Middletown Township

Delaware County, Pennsylvania

Tax Parcel No. 27-00-01819-00

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

PERMANENT EASEMENT

This Permanent Easement ("Easement"), dated _____, 2016, by **Township of Middletown**, whose mailing address is PO Box 157, Lima, Pennsylvania 19037, (hereinafter referred to as "Grantor"), 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, does hereby 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, one pipeline not to exceed twenty inches (20") in nominal pipe diameter and one pipeline not to exceed sixteen inches (16") in nominal pipe diameter (the "Pipelines"), any underground appurtenant facilities, and 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.

Grantor also hereby grants, bargains, sells and conveys unto Grantee a temporary construction easement, not to exceed twenty-five feet (25') in width immediately adjacent to the Permanent Easement area and additional temporary work space, if any, (collectively, the "Temporary Easement"), at such locations as substantially shown on the attached Exhibits "A" and "B", in order to construct the Pipelines in, over, through, across, under, and along the Property, and to otherwise exercise the rights granted to Grantee provided herein. The term of the Temporary Easement shall be for a period to extend thirty-six (36) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Easement prior to the thirty-six (36) month period and so states in writing, then the Temporary Easement shall immediately terminate. All rights, duties and/or obligations arising by or under this Easement shall only apply to the Temporary Construction Easement while same is in effect; provided, however, that the provisions set forth in Paragraphs 31 through 34 hereof shall survive the termination of the Temporary Easement and shall continue to apply to any and all claims that may be brought against Grantor in conjunction with Grantee's use of the Temporary Easement. The Permanent Easement and Temporary Easement (collectively, the "Easements") lie and are located in lands owned by Grantor described as follows:

Parcel identification number(s): 27-00-01819-00, 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 50.617 acres, more or less, being more specifically described in the Deed dated November 8, 2002 and recorded in Deed Book 2669, Page 2394, in the office of the Recorder of Deeds of said County and State (the "Property").

By executing this Permanent Easement, Grantor is not granting any easement over or rights or licenses to use or perform any operations on any portion of the Property that is located outside of the area described in Exhibit A and depicted on Exhibit B.

It is further agreed as follows:

1. The right to use the Easements 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 (although any change in size shall not result in there being more than one (1) twenty inch (20") and one (1) sixteen inch (16") maximum diameter pipeline), relocating and changing the route or routes of within the Permanent Easement, abandoning in place and removing at will, in whole or in part, pipelines, for the transportation of oil, oil products, crude petroleum, natural gas, natural gas liquids, hydrocarbon liquids and the products thereof, together with below-ground appurtenances as may be necessary or desirable for the operation of the Pipelines.
2. 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 the reasonable maximum depth achievable while accommodating the bedrock, subject to the concurrence of Grantor's engineer. In no event shall blasting be permitted in the Permanent Easement.
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 within the Permanent Easement to ensure proper lateral and subjacent support for and drainage for the Pipelines and appurtenant facilities related to this pipeline project; provided, however, that Grantee shall not change any slopes of cuts and fills to the extent that the change would hinder Grantor's access to the Property, the use of the Property, or would result in surface runoff negatively impacting the Property or any of the adjacent parcels of land.
4. The consideration paid by Grantee in this Easement includes the market value of the Easements, both permanent and temporary, conveyed by Grantor and for reasonably anticipated damages caused to the surface of Grantor's lands within the Easements 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 Easements. The initial consideration does not cover any damages 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 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. In the event that permission is granted, Grantee shall promptly repair any damage to such roads and driveways that is caused by Grantee so as to maintain the roads and driveways in as good or better condition than existed prior to use by Grantee.
6. Grantee will, insofar as reasonably practicable, level and re-grade the ground disturbed by Grantee's use of the Easements to its original contours and will construct and maintain soil conservation devices on the Easements immediately after the initial disturbance of the soil and maintain such devices throughout construction as may be reasonably required to prevent damage to the property of Grantor and to the adjacent parcels of real estate from soil erosion resulting from construction of the Pipelines. Upon completion of construction and installation of the Pipelines, Grantee shall restore the surface of the Easements. As a part of such restoration work Grantee shall reseed and revegetate the Easements consistent with regulatory requirements and restore any damage to the Property caused by Grantee to as good a condition, as near as practicable, as existed immediately prior to commencement of construction.

7. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Easement. Grantor may not use any part of the Easements if such use may damage, destroy, injure, and/or interfere with Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee. Without limiting the foregoing, Grantor is expressly not permitted to conduct any of the following activities on the Easements without the written permission of Grantee, which shall not be unreasonably withheld, conditioned or delayed: (1) construct any temporary or permanent building or site improvements, roads, driveways, footpaths, trails, parking areas, signs, patios, stairs or walls, it being expressly understood that in no event shall any stairs or walls be constructed within ten (10) feet of the Pipelines; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees. Grantor may install plants and shrubs in conjunction with landscaping, but any shrubs shall be of a variety that has a maximum height of 24 inches. Grantor further agrees that, excluding the previously-enumerated exceptions, no above- or below-ground obstruction that may interfere with the purposes for which the Easements are being acquired may be placed, erected, installed or permitted upon the Easements without the written permission of Grantee; and provided further that any existing driveways, roadways, stormwater controls and irrigation piping shall be permitted to continue to exist and to be maintained in at least approximately the same condition as existed prior to the grant of the Easements. 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 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 their 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 of Grantor's appropriate ordinances, regulations, resolutions or laws. 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, invitees and subcontractors shall not (i) hunt, fish, trap, swim, camp or picnic on the Easement, (ii) purposely harm or injure in any way the artifacts, wildlife, animals or livestock on the Easement, or (iii) bring any dog, gun, firearm, fishing equipment, other sporting paraphernalia, alcohol or illegal drug of any kind onto the 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 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; provided that and unless it's an emergency, prior to performing any trimming or cutting, Grantee shall give Grantor thirty (30) days written notice. All trees, brush and other debris caused by construction shall be chipped and removed to an authorized disposal site. 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. Grantee shall take all reasonably available steps to properly identify the metes and bounds of the Easements and may not enter onto any portion of the Property that is outside of the Easements, nor may Grantee remove any trees, structures or appurtenances that are not located upon the Easements.

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 Easements 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 its original contours, as much as is reasonably practicable and to the specifications and satisfaction of Grantor's engineer, 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. Grantee, under the oversight of Grantor's engineer, shall restore any surface area of the Temporary Easement disturbed during initial construction, as much as is reasonably practicable and to the condition that existed immediately preceding Grantee's use of the Temporary Easement, except to the extent that the surface may be permanently modified by Grantee's permitted use of the Temporary Easement as set forth in this Easement.

13. The undersigned warrants that it is the owner of the Property herein described and has 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. Subject to the prior written approval of Grantor, which shall not be unreasonably withheld, the rights granted to Grantee in this Easement may be assigned, in whole or in part, to one or more assignees that are of equal or greater financial strength than Grantee, 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; provided, however, that in the event of an assignment, Grantee shall not be released from the indemnification obligations of paragraph 32. 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, along with a Side Letter Agreement made and entered into between the parties contemporaneously herewith, 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 or any Side Letter Agreement, 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. Any and all notices to which the parties shall be entitled hereunder or under any law, statute, rule, regulation, order, ordinance or policy of any governmental agency or entity having jurisdiction of the subject matter for which this Easement is granted, shall be deemed delivered when the same has been placed in the U.S. Mail in a properly stamped envelope or other appropriate mail container, addressed to the addresses shown above, bearing the adequate amount of postage to result in delivery of same to the address shown thereon, and sent by certified mail, return receipt requested, to the party to whom such notice is given. In the alternative, either party may give such notice by United Parcel Service (UPS), Federal Express or other similar national expedited mail service guaranteeing not later than two (2) day delivery of any such letter or notice to the addresses provided for herein. Grantor and Grantee may designate persons and addresses for all notices and information. Such persons or addresses may be changed by the respective party by delivering written notice of such change to the other party.

20. After giving Grantor thirty (30) days prior written notice, and subject to Grantor's approval, which shall not be unreasonably withheld, Grantor, may replace **Exhibit "A" and "B"** with a more definitive description and drawing, respectively, of the Easements and record the same in the Office of the Recorder of Deeds for Delaware County, Pennsylvania; provided, however, that any such substitution shall not enlarge the size of or alter the location of the Easements and provided further that in the event of such a replacement, Grantee shall promptly provide Grantor with copies of the substituted Exhibits "A" and "B".

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 agrees to provide Grantor with at least thirty (30) days' notice of the date upon which Grantee anticipates commencement of construction on Grantor's property.

23. Grantee agrees to provide Grantor with at least twenty (20) days advance written notice of any intrusive maintenance, reconstruction, relocation or replacement of a Pipeline where soil disturbance may be required, except in the event of an emergency where Grantee will provide notice to Grantor as soon as reasonably practicable.

24. If, at any time after five years from the date hereof, Grantee should abandon all of the rights granted herein for said pipelines and appurtenances constructed upon said land and if such abandonment should continue for a continuous twenty-four (24) month period, this Easement shall ipso facto terminate and revert to Grantor, its legal representatives, and assigns, provided, however, such time shall be extended for such period of time that Grantee is unable to exercise its rights granted hereunder because of Force Majeure. Force Majeure shall be any event beyond the reasonable control of Grantee in the exercise of due diligence. Grantee shall have the right for two years following any termination of this Easement to remove its pipe, valves and all other property. Following the expiration of such period, any such property remaining on said land shall be and become the property of Grantor.

25. 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. Under no circumstances shall Grantee place a valve station, pump station or similar installation in the Permanent Easement.

26. Grantee agrees that the construction, operation and maintenance of the Pipelines and the maintenance of the Easements will be performed in full compliance with all applicable federal, state and local environmental, health and safety laws, standards, and regulations.

27. In the event of any excavation within the Easements, including, but not limited to, installation and construction of the Pipelines or in the event of removal of the Pipelines herein, the topsoil will be removed and stored separately from the subsoil. As the Pipelines' trench is backfilled, the subsoil will be replaced over the pipe and pipe bedding and all topsoil will be placed on top of the subsoil. All of the backfill material will be compacted to restore the land, as much as practicable, to its original condition and be placed in a manner to not alter surface water or ground water flows on the Property, and all work will be subject to the oversight of Grantor's engineer.

28. Following the completion of the Pipelines, Grantee will be responsible for restoring the Easements to their original elevation and contour should uneven settling occur or surface drainage problems develop due to settlement or erosion. Grantor shall notify Grantee of said settlement or erosion and Grantee shall promptly respond and inspect the area with Grantor. Grantor shall then perform repairs with reasonable speed to achieve prompt completion, weather and soil conditions permitting.

29. Upon completion of construction and as soon as possible thereafter, Grantee shall restore the Easements as near as practicable to the original surface contours as existed prior to construction of the Pipelines, as reasonably determined by the Grantor's engineer. In addition, in maintained parkland areas or in the event that the Easements encroach upon existing trails, the Easements shall also be returned to their original predisturbance condition, again as reasonably determined by Grantor's engineer.

30. All work done by Grantor including, but not limited to, in connection with the original installation of the Pipelines or in conjunction with any subsequent reconstruction, installation, realignment, modification, replacement, improvement, alteration, substitution, operation, maintenance, repair, relocation and/or removal, shall be subject to the oversight of Grantor's engineer. For the purposes of this paragraph, "work" shall include, but is not limited to, work on the actual Pipelines, and any and all changes, alterations and restoration of the surface and subsurface of the Easements. All of the materials used in and all of the appurtenances to the Pipelines shall be subject to the oversight of Grantor's engineer at such reasonable times as Grantor's engineer shall determine. Grantee shall reimburse Grantor for the charges of Grantor's engineer associated with the oversight of Grantee's work.

31. 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.

Upon execution of this Easement, Grantee shall furnish Grantor a certificate of insurance evidencing the coverage required herein and shall include Grantor as an additional insured under the policies required above, but only to the extent of Grantee's indemnification obligations hereunder.

32. GRANTEE SHALL DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS GRANTOR, GRANTOR'S AFFILIATES (INCLUDING, BUT NOT LIMITED TO, MIDDLETOWN TOWNSHIP, DELAWARE COUNTY, SEWER AUTHORITY), SUCCESSORS, ASSIGNS, TRANSFEREES, EMPLOYEES, ELECTED OFFICIALS, AGENTS, ATTORNEYS, 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, ITS EMPLOYEES, AGENTS, CONTRACTORS AND SUBCONTRACTORS, 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 AFFILIATES (INCLUDING, BUT NOT LIMITED TO, MIDDLETOWN TOWNSHIP, DELAWARE COUNTY, SEWER AUTHORITY), SUCCESSORS, ASSIGNS, TRANSFEREES, EMPLOYEES, ELECTED OFFICIALS, AGENTS, ATTORNEYS, 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.

The foregoing indemnities are subject to Grantor providing written notice to Grantee within thirty (30) days of the date a claim is made known to Grantor and for which the indemnity may be applicable, unless Grantee is not prejudiced by such delay. Such written notice shall be given to: Sunoco Pipeline L.P. Attention: Right of Way Department, 525 Fritztown Road, Sinking Spring, Pennsylvania 19608-1509. Grantee shall have the exclusive right to designate and retain counsel to represent Grantor in the defense of any such claim and Grantor shall fully cooperate with Grantee in the investigation and defense of such claims.

33. The Court of Common Pleas of Delaware County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania shall have sole and exclusive jurisdiction and venue over any lawsuits arising from this Easement Agreement or the Side Letter, except that in the event of an action for an injunction, it may be brought in the court that has jurisdiction and venue.

34. A material breach by either party of its obligations under this Easement Agreement shall entitle the other party to recover counsel fees and litigation costs.

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 Easements 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]

EXECUTED this _____ day of _____, 2016.

GRANTOR:

Township of Middletown

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA §

§

COUNTY OF _____ §

On this _____ day of _____, 2016, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of _____, and further acknowledged that he/she, as such _____, being authorized to do so, executed the foregoing instrument as the act and deed of such corporation for the purposes therein contained by signing the name of such corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2016.

Notary Public in and for the Commonwealth of Pennsylvania

(Print Name of Notary Public Here)

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

STATE OF _____

§

§

COUNTY OF _____

§

On this _____ day of _____, 2016, 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 _____ day of _____, 2016.

Notary Public in and for the State of _____

(Print Name of Notary Public Here)

PA-DE-0104.0003
 Delaware County, Pennsylvania
 Pennsylvania Pipeline Project

Exhibit "A"

**DESCRIPTION FOR A PERMANENT EASEMENT ACROSS THE LANDS OF
 TOWNSHIP OF MIDDLETOWN**

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 TOWNSHIP OF MIDDLETOWN IN MIDDLETOWN TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, SAID LAND BEING MORE PARTICULARLY DESCRIBED IN DEED BOOK 2669, PAGE 2394 AS RECORDED IN THE DELAWARE COUNTY RECORDER OF DEEDS.

Commencing from a point, said point being the northernmost corner lands now or formerly Township of Middletown; thence South 33°06'08" West a distance of 120.9 feet more or less to the POINT OF BEGINNING of the centerline described herein; thence across the lands now or formerly Township of Middletown the following five (5) courses and distances; (1) South 57°40'56" East a distance of 23.0 feet more or less to a point; (2) South 11°15'46" East a distance of 331.2 feet more or less to a point; (3) South 16°53'58" East a distance of 326.9 feet more or less to a point; (4) South 21°27'32" East a distance of 606.1 feet more or less to a point; (5) South 51°44'39" East a distance of 4.8 feet more or less to a point on the northwesterly boundary line other lands now or formerly Township of Middletown being the POINT OF TERMINATION of the centerline of the easement described herein, said point being four hundred fifty-eight feet (458') southwest of a found four inch (4") concrete monument marking along the southeasterly boundary line lands now or formerly Township of Middletown.

The above described easement across the lands now or formerly Township of Middletown containing 1.48 acres more or less as shown on a plan prepared by LW Survey Co. entitled "PERMANENT EASEMENT & RIGHT OF WAY CROSSING PROPERTY OF TOWNSHIP OF MIDDLETOWN"

Notes:

- 1) The purpose of this Exhibit "A" document is to fully describe the area of the proposed permanent easement across the lands of Township of Middletown.
- 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.

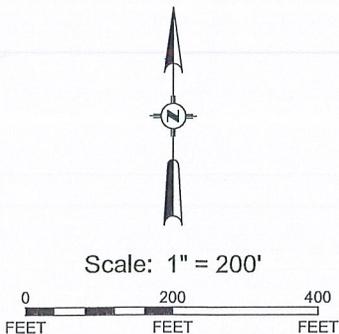
TEMPORARY/ADDITIONAL TEMPORARY WORKSPACE

Being an additional twenty-five foot (25') wide strip of land to be used during construction. The 25 foot wide strip of land will be on the northeast side, parallel to and coincident with the above described permanent easement. Said 25 foot wide strip of land will extend from the southeasterly boundary line other lands now or formerly Township of Middletown a distance of approximately one thousand three hundred six feet (1,306') across the lands now or formerly Township of Middletown. An additional area, beginning approximately two hundred three feet (203') southeast of southeasterly boundary line other lands now or formerly Township of Middletown, measuring approximately fifty feet (50') by one hundred feet (100') northeast of and parallel to the above mentioned 25 foot wide strip of land will be required for construction purposes. An additional area, beginning approximately three hundred fifty-five feet (355') southeast of southeasterly boundary line other lands now or formerly Township of Middletown, measuring approximately fifty feet (50') by one hundred feet (100') by fifty feet (50') by sixty-one feet (61') by thirty-nine feet (39') northeast of and parallel to the above mentioned 25 foot wide strip of land will be required for construction purposes. An additional area, beginning approximately three hundred twenty-six feet (326') northwest of northwesterly boundary line other lands now or formerly Township of Middletown, measuring approximately fifty feet (50') by one hundred feet (100') northeast of and parallel to the above mentioned 25 foot wide strip of land will be required for construction purposes. An additional area, beginning approximately two hundred two feet (202') northwest of northwesterly boundary line other lands now or formerly Township of Middletown, measuring approximately fifty feet (50') by one hundred feet (100') northeast of and parallel to the above mentioned 25 foot wide strip of land will be required for construction purposes.

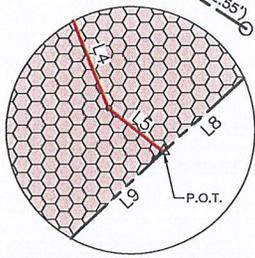
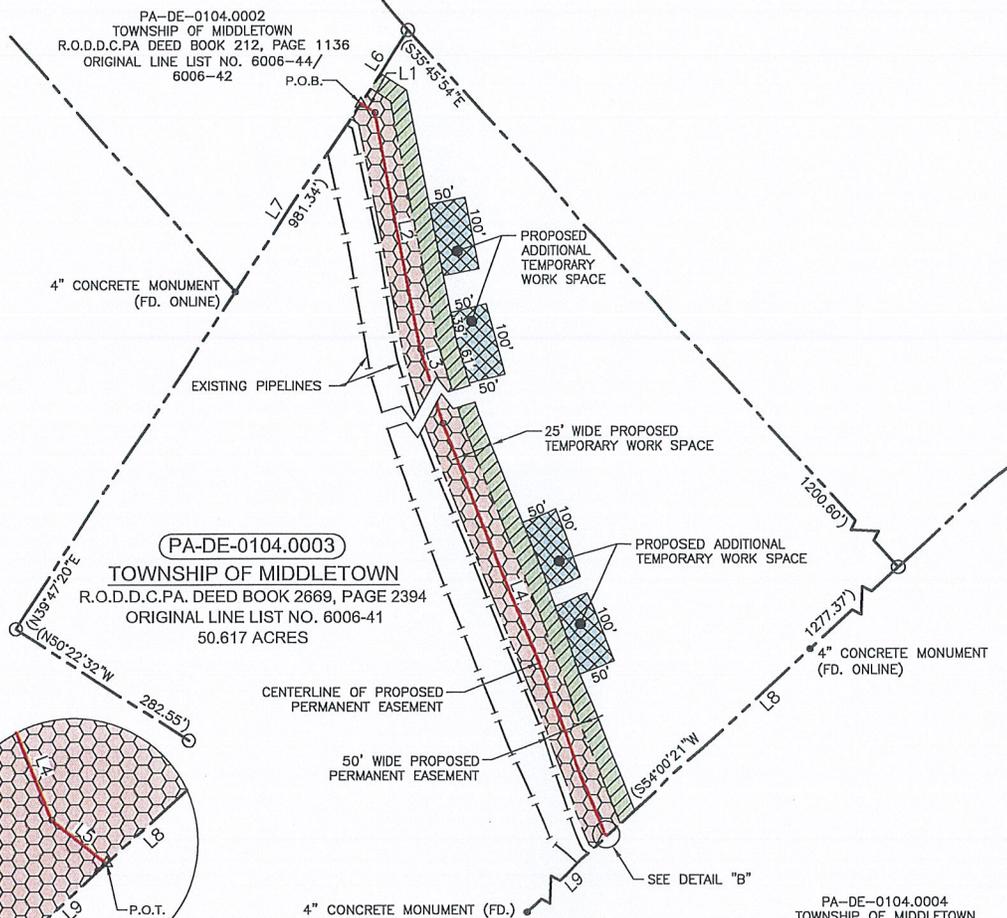
EXHIBIT B MIDDLETOWN TOWNSHIP DELAWARE COUNTY, PENNSYLVANIA

LEGEND

- R.O.D.D.C.PA. DELAWARE 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



VICINITY MAP
NOT TO SCALE



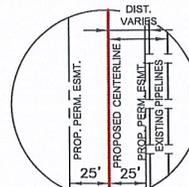
DETAIL "B"

LINE	BEARING	DISTANCE
L1	S57°40'56"E	22.97'
L2	S11°15'46"E	331.19'
L3	S16°53'58"E	326.89'
L4	S21°27'32"E	606.11'
L5	S51°44'39"E	4.83'
L6	S33°06'08"W	120.91'
L7	N33°06'08"E	308.12'
L8	S47°22'34"W	457.89'
L9	N47°22'34"E	638.01'

TOTAL DISTANCE ACROSS PROPERTY: 1291.99 FT
 PROPOSED PERMANENT EASEMENT: 1.48 ACRES
 TEMPORARY WORK SPACE: 0.75 ACRES
 ADDITIONAL TEMPORARY WORK SPACE: 0.46 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 "A" 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.



DETAIL "A"

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

CLIENT: Sunoco Pipeline L.P.

REVISIONS				
NO.	DATE	BY	DESCRIPTION	
0	4/8/15	JJK	ISSUED FOR REVIEW	
1	5/20/15	ARG	REVISED PER REI DATA	
2	6/5/15	ARG	REVISED PER COMMENTS	
3	11/5/15	JJH	REVISED PER COMMENTS	

**PERMANENT EASEMENT & RIGHT OF WAY
CROSSING PROPERTY OF
TOWNSHIP OF MIDDLETOWN**

DRAWN BY: JJK	DRAWN DATE: 4/8/15	CHECKED BY: ARG	PLOT DATE: 11/5/15
TRACT NO. PA-DE-0104.0003		PAGE 1 OF 1	

**MARINER EAST 2 PENNSYLVANIA PIPELINE PROJECT
SEGMENT 3
PA-DE-0076.0002-PAR
Middletown Township
Delaware County, Pennsylvania**

Tax Parcel No. 27-00-01199-01

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

PERMANENT ACCESS ROAD EASEMENT

THIS PERMANENT ACCESS ROAD EASEMENT made this _____ day of _____, 2016, by The Township of Middletown, Delaware County, Pennsylvania, a municipality in the County of Delaware, having a mailing address at PO Box 157, Lima, PA 19037, Lima, Pennsylvania 19037, (hereinafter called "Grantor" whether one or more.

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the provisions of that certain Side Letter Agreement dated and made contemporaneously herewith between the Parties, Grantor does hereby grant, bargain, sell, convey and deliver unto **SUNOCO PIPELINE L.P.**, a Texas limited partnership, with an office at 525 Fritztown Road, Sinking Spring, PA 19608, its successors and assigns, (hereinafter referred to as "Grantee"), a non-exclusive perpetual right-of-way and easement, being twelve feet (12') wide, as shown on Exhibit "A", attached hereto and made a part hereof, to maintain, repair, replace and use an access road (the "Access Road") over and through the hereinafter described land located within the following property in Middletown Township Delaware County, Pennsylvania described as follows:

Parcel identification number(s): 27-00-01199-01, 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 28.13 acres, more or less, being more specifically described in the Deed dated May 5, 1989 and recorded in Deed Book 675, Page 1500, in the office of the Recorder of Deeds of said County and State (the "Property").

Grantor reserves the right to the reasonable use of the Access Road for Grantor's purposes provided, however, such use shall not hinder, conflict, or interfere with Grantee's rights hereunder. It is expressly understood and agreed that the use of the Access Road by school buses shall not constitute an impermissible hindrance, conflict or interference, and Grantee shall ensure that the school buses have the ability to use the Access Road. Grantee's use of the Access Road, and any maintenance, repairs and replacement of the Access Road shall be subject to the oversight of Grantor's engineer, and Grantee shall be responsible for repairing, at its sole cost and expense, any and all damages that its use of the Access Road may cause.

The consideration received for the easement includes payment for reasonable anticipated damages caused by the initial construction of the Access Road.

Grantee shall have the right to clear and keep the Access Road cleared of all trees, brush, undergrowth, buildings, structures, improvements or other obstructions, though neither Grantor nor Grantee has an obligation to do so, and Grantee shall not be liable for damages caused by keeping the Access Road clear of such trees, brush, undergrowth, buildings, structures, improvements or other obstructions in the exercise of its rights hereunder; provided, however, that absent the express written permission of Grantor, Grantee shall not perform any activities beyond the borders of the Access Road, as shown on Exhibit "A", and Grantee shall be liable for trespass to the extent that it enters onto Grantor's lands that are outside the borders of the Access Road. In the event that Grantee removes any brush, bushes,

trees or branches, they shall be chipped and removed. In the event that Grantee's use of the Access Road results in any damage to the existing paving within the easement, Grantee shall promptly repair such damage.

Grantee understands that Grantor has not inspected the condition of the Access Road and surrounding properties. Grantee's right to enter the property and utilize the Access Road is on an "AS IS" basis and at the sole risk of Grantee with respect to the condition of the Property and the Access Road in its current condition, with all defects, if any.

GRANTEE SHALL DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS GRANTOR, GRANTOR'S AFFILIATES (INCLUDING, BUT NOT LIMITED TO, MIDDLETOWN TOWNSHIP, DELAWARE COUNTY, SEWER AUTHORITY), SUCCESSORS, ASSIGNS, TRANSFEREES, EMPLOYEES, ELECTED OFFICIALS, AGENTS, ATTORNEYS, LESSEES, CONTRACTORS, SUBCONTRACTORS 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, ITS EMPLOYEES, AGENTS, CONTRACTORS AND SUBCONTRACTORS, 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 AFFILIATES (INCLUDING, BUT NOT LIMITED TO, MIDDLETOWN TOWNSHIP, DELAWARE COUNTY, SEWER AUTHORITY), SUCCESSORS, ASSIGNS, TRANSFEREES, EMPLOYEES, ELECTED OFFICIALS, AGENTS, ATTORNEYS, LESSEES, CONTRACTORS, SUBCONTRACTORS 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. 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.

Grantee agrees to reimburse Grantor for all reasonable and documented expenses incurred for the legal, engineering and administration costs associated with the negotiation of this Agreement, and the drafting of any and all documents associated with this Agreement.

Grantee may assign the rights and easements hereby granted, either in whole or in part subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, their heirs, legal representatives and successors in title thereto; provided, 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 except that in the event of an assignment, Grantee shall not be released from the indemnification obligations contained herein.

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).

This Easement, along with the Side Letter Agreement referenced above, 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. 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.

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

STATE OF _____ §

§

COUNTY OF _____ §

§

On this _____ day of _____, 2016, 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 _____ day of _____, 2016.

Notary Public in and for the State of _____

(Print Name of Notary Public Here)

EXHIBIT A MIDDLETOWN TOWNSHIP DELAWARE COUNTY, PENNSYLVANIA

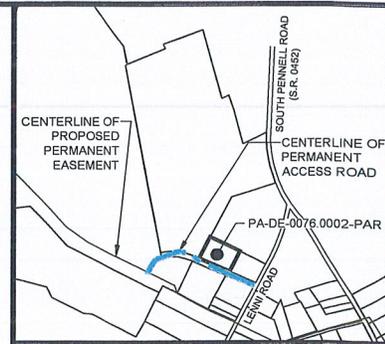


Scale: 1" = 50'



LEGEND

- R.O.D.D.C.P.A. DELAWARE COUNTY RECORDER OF DEEDS, PA.
- EDGE OF PERMANENT ACCESS ROAD
- CENTERLINE OF PERMANENT ACCESS ROAD



VICINITY MAP
NOT TO SCALE

PA-DE-0076.0001
ROSE TREE MEDIA SCHOOL DISTRICT
R.O.D.D.C.P.A. DEED BOOK 1782, PAGE 954
NO ORIGINAL LINE LIST NO.

PA-DE-0076.0002-PAR

THE TOWNSHIP OF MIDDLETOWN
R.O.D.D.C.P.A. DEED BOOK 675, PAGE 1500
NO ORIGINAL LINE LIST NO.
0.68 ACRES

THE NORTHEASTERLY 12' OF THE ACCESS ROAD LIES WITHIN TRACT PA-DE-0076.0002-PAR. THE REMAINDER OF THE ACCESS ROAD LIES WITHIN TRACT PA-DE-0078.0000.

EDGE OF 20' WIDE PERMANENT ACCESS ROAD
APPROX. LENGTH = 200.0'

PA-DE-0076.0003-PAR
GERALD J. HALE AND SUSAN HALE
R.O.D.D.C.P.A. DEED BOOK 5443, PAGE 29
NO ORIGINAL LINE LIST NO.

PA-DE-0078.0000
PATRICK J. ULEAU AND THERESA ULEAU, HIS WIFE
R.O.D.D.C.P.A. DEED BOOK 2456, PAGE 74
ORIGINAL LINE LIST NO. 6006-058

PA-DE-0079.0001-PAR
ARTURO ARIAS AND LUZ MORENO H/W
R.O.D.D.C.P.A. DEED BOOK 5672, PAGE 542
NO ORIGINAL LINE LIST NO.

PA-DE-0076.0000
4 DELAWARE LIMITED PARTNERSHIP
R.O.D.D.C.P.A. DEED BOOK 3357, PAGE 1179
ORIGINAL LINE LIST NO. 6006-038

LINE	BEARING	DISTANCE
L1	S26°50'57"W	9.30'
L2	S63°01'47"E	200.0'

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.
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4. CORNER TIES WITH "*" REFERENCE, ARE APPROXIMATE SCALED DISTANCES.

SURVEYED BY:



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

CLIENT:



Sunoco
Pipeline L.P.

REVISIONS

NO.	DATE	BY	DESCRIPTION
0	2/5/16	ARG	ISSUED FOR REVIEW
1	9/12/16	DSL	REVISED PER COMMENTS

PERMANENT ACCESS ROAD
CROSSING PROPERTY OF
THE TOWNSHIP OF MIDDLETOWN

DRAWN BY: ARG	DRAWN DATE: 2/5/16	CHECKED BY: DSL	PLOT DATE: 9/12/16
------------------	-----------------------	--------------------	-----------------------

**MARINER EAST 2 PENNSYLVANIA PIPELINE PROJECT
SEGMENT 3
PA-DE-0102.0001-PAR
Middletown Township
Delaware County, Pennsylvania**

Tax Parcel No. 27-00-00741-00

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

PERMANENT ACCESS ROAD EASEMENT

THIS PERMANENT ACCESS ROAD EASEMENT made this _____ day of _____, 2016, by The Township of Middletown, having a mailing address at PO Box 157, Lima, PA 19037, Lima, Pennsylvania 19037, (hereinafter called "Grantor") whether one or more.

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the provisions of that certain Side Letter Agreement made and dated contemporaneously herewith, between the Parties, Grantor does hereby grant, bargain, sell, convey and deliver unto **SUNOCO PIPELINE L.P.**, a Texas limited partnership, with an office at 525 Fritztown Road, Sinking Spring, PA 19608, its successors and assigns, (hereinafter referred to as "Grantee"), a non-exclusive perpetual right-of-way and easement, being twelve feet (12') wide, as shown on Exhibit "A", attached hereto and made a part hereof, to maintain, repair, replace and use an access road (the "Access Road") over and through the hereinafter described land located within the following property in Middletown Township Delaware County, Pennsylvania described as follows:

Parcel identification number(s): 27-00-00741-00, 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 1.4301 acres, more or less, being more specifically described in the Deed dated May 17, 2001 and recorded in Deed Book 2212, Page 1446, in the office of the Recorder of Deeds of said County and State (the "Property").

Grantor reserves the right to the reasonable use of the Access Road for Grantor's purposes provided, however, such use shall not hinder, conflict, or interfere with Grantee's rights hereunder. Grantee's use of the Access Road, and any maintenance, repairs and replacement of the Access Road shall be subject to the oversight of Grantor's engineer, and Grantee shall be responsible for repairing, at its sole cost and expense, any and all damages that its use of the Access Road may cause.

The consideration received for the easement includes payment for reasonable anticipated damages caused by the initial construction of the Access Road.

Grantee shall have the right to clear and keep the Access Road cleared of all trees, brush, undergrowth, buildings, structures, improvements or other obstructions, though neither Grantor nor Grantee has an obligation to do so, and Grantee shall not be liable for damages caused by keeping the Access Road clear of such trees, brush, undergrowth, buildings, structures, improvements or other obstructions in the exercise of its rights hereunder; provided, however, that absent the express written permission of Grantor, Grantee shall not perform any activities beyond the borders of the Access Road, as shown on Exhibit "A", and Grantee shall be liable for trespass to the extent that it enters onto Grantor's lands that are outside the borders of the Access Road. In the event that Grantee removes any brush, bushes, trees or branches, they shall be chipped and removed. In the event that Grantee's use of the Access Road results in any damage to the existing paving within the easement, Grantee shall promptly repair such damage.

Grantee understands that Grantor has not inspected the condition of the Access Road and surrounding properties. Grantee's right to enter the property and utilize the Access Road is on an "AS IS" basis and at the sole risk of Grantee with respect to the condition of the Property and the Access Road in its current condition, with all defects, if any.

GRANTEE SHALL DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS GRANTOR, GRANTOR'S AFFILIATES (INCLUDING, BUT NOT LIMITED TO, MIDDLETOWN TOWNSHIP, DELAWARE COUNTY, SEWER AUTHORITY), SUCCESSORS, ASSIGNS, TRANSFEREES, EMPLOYEES, ELECTED OFFICIALS, AGENTS, ATTORNEYS, LESSEES, CONTRACTORS, SUBCONTRACTORS 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, ITS EMPLOYEES, AGENTS, CONTRACTORS AND SUBCONTRACTORS, 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 AFFILIATES (INCLUDING, BUT NOT LIMITED TO, MIDDLETOWN TOWNSHIP, DELAWARE COUNTY, SEWER AUTHORITY), SUCCESSORS, ASSIGNS, TRANSFEREES, EMPLOYEES, ELECTED OFFICIALS, AGENTS, ATTORNEYS, LESSEES, CONTRACTORS, SUBCONTRACTORS 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. 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.

Grantee agrees to reimburse Grantor for all reasonable and documented expenses incurred for the legal, engineering and administration costs associated with the negotiation of this Agreement, and the drafting of any and all documents associated with this Agreement.

Grantee may assign the rights and easements hereby granted, either in whole or in part subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, their heirs, legal representatives and successors in title thereto; provided, 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 except that in the event of an assignment, Grantee shall not be released from the indemnification obligations contained herein.

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).

This Easement, along with the Side Letter Agreement referenced above, 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. 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.

The Court of Common Pleas of Delaware County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania shall have sole and exclusive jurisdiction and venue over any lawsuits arising from this Easement or the Side Letter Agreement, except that in the event of an action for an injunction, it may be brought in the court that has jurisdiction and venue.

A material breach by either party of its obligations under this Easement Agreement shall entitle the other party to recover counsel fees and litigation costs.

IN WITNESS WHEREOF, with intent to be legally bound hereby, Grantor has executed this instrument this _____ day of _____, 2016.

GRANTOR:
The Township of Middletown

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA §
§
COUNTY OF §

On this, the _____ day of _____, 2016, before me, a Notary Public in and for the above-named State and County, the undersigned officer, personally appeared _____, who acknowledged _____ self to be the _____ of _____, a _____, and that _____ as such _____, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the _____ by _____ self as such

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

Notary Public in and for the Commonwealth of Pennsylvania

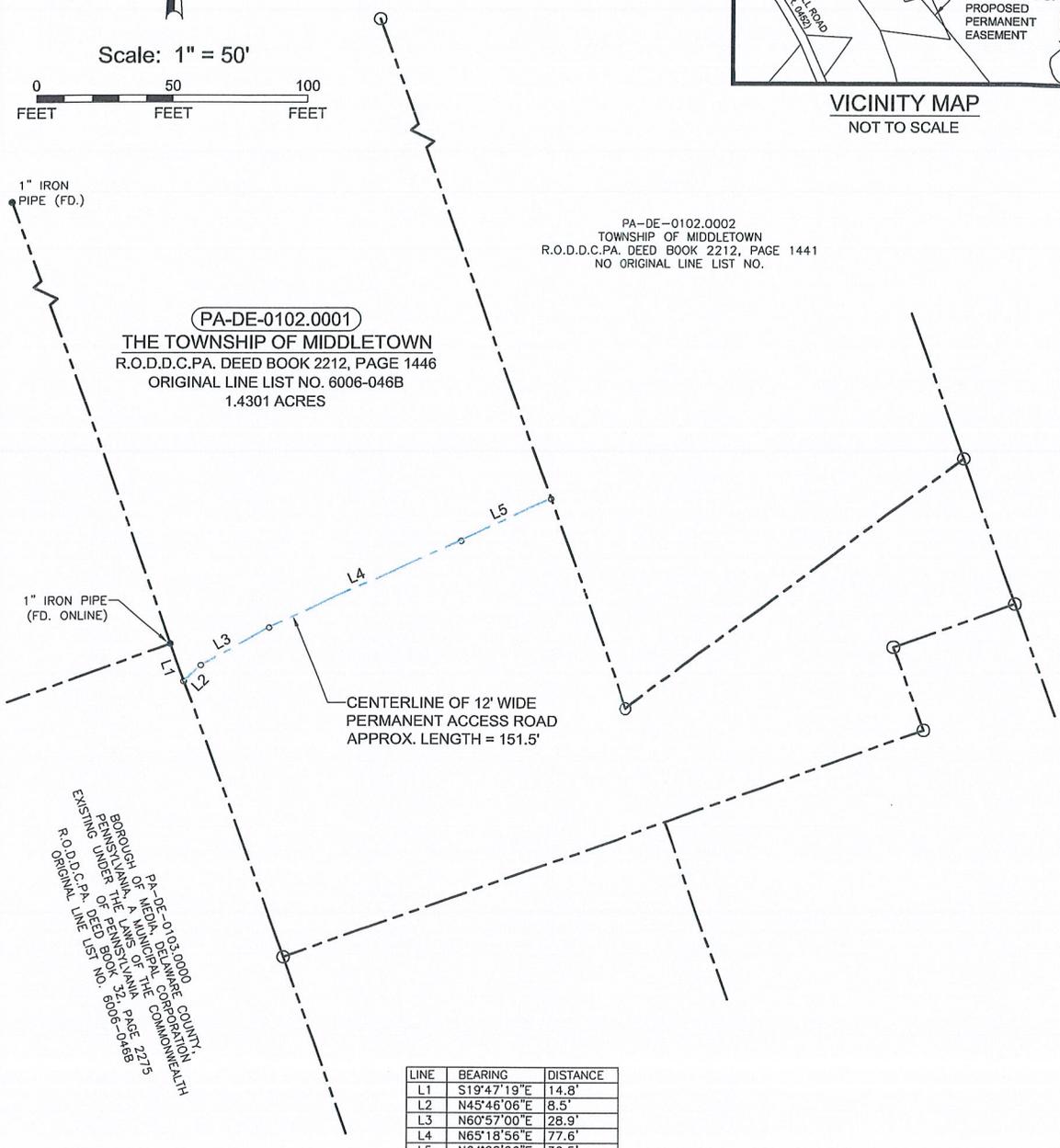
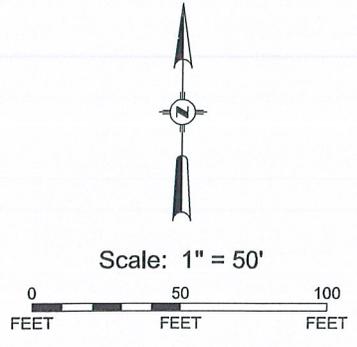
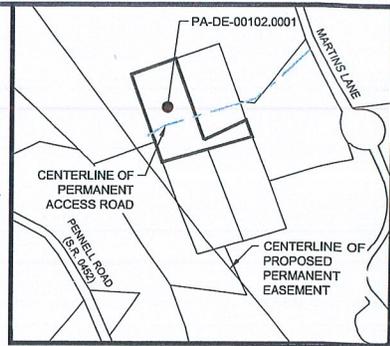
(Print Name of Notary Public Here)

EXHIBIT A

MIDDLETOWN TOWNSHIP DELAWARE COUNTY, PENNSYLVANIA

LEGEND

R.O.D.D.C.P.A. DELAWARE COUNTY RECORDER OF DEEDS, PA.
--- CENTERLINE OF PERMANENT ACCESS ROAD



PA-DE-0102.0002
 TOWNSHIP OF MIDDLETOWN
 R.O.D.D.C.P.A. DEED BOOK 2212, PAGE 1441
 NO ORIGINAL LINE LIST NO.

PA-DE-0102.0001

THE TOWNSHIP OF MIDDLETOWN
 R.O.D.D.C.P.A. DEED BOOK 2212, PAGE 1446
 ORIGINAL LINE LIST NO. 6006-046B
 1.4301 ACRES

1" IRON PIPE (FD.)

1" IRON PIPE (FD. ONLINE)

CENTERLINE OF 12' WIDE PERMANENT ACCESS ROAD
 APPROX. LENGTH = 151.5'

PA-DE-0103.00000 TOWNSHIP OF MIDDLETOWN, DELAWARE COUNTY, PENNSYLVANIA, A PART OF THE COMMONWEALTH OF PENNSYLVANIA, A PART OF THE COUNTY OF DELAWARE, DEED BOOK 2212, PAGE 1446, ORIGINAL LINE LIST NO. 6006-046B, BEING UNDER THE SENESCO, 3-6-06-046B R.O.D.D.C.P.A.

LINE	BEARING	DISTANCE
L1	S19°47'19"E	14.8'
L2	N45°46'06"E	8.5'
L3	N60°57'00"E	28.9'
L4	N65°18'56"E	77.6'
L5	N64°28'06"E	36.5'

NOTES:

1. THE PURPOSE OF THIS PLAN IS TO SHOW THE LIMITS OF THE PROPOSED ACCESS ROAD 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 OF NAD83 PENNSYLVANIA STATE PLANE SOUTH ZONE, U.S. SURVEY FEET. SURVEYED DISTANCES SHOWN HEREON ARE ON GRID AND A SCALE FACTOR MUST BE APPLIED TO CONVERT TO GROUND DISTANCES.
4. CORNER TIES WITH "x" REFERENCE, ARE APPROXIMATE SCALED DISTANCES.

SURVEYED BY: LW Survey Co. 1725A Oregon Pike Suite 204 Lancaster, PA 17601	CLIENT: Sunoco Pipeline L.P.																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4">REVISIONS</th> </tr> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>11/23/15</td> <td>JJH</td> <td>ISSUED FOR REVIEW</td> </tr> <tr> <td>1</td> <td>12/2/15</td> <td>DSL</td> <td>REVISED PER REI DATA</td> </tr> <tr> <td>2</td> <td>9/12/16</td> <td>DSL</td> <td>REVISED PER COMMENTS</td> </tr> </tbody> </table>	REVISIONS				NO.	DATE	BY	DESCRIPTION	0	11/23/15	JJH	ISSUED FOR REVIEW	1	12/2/15	DSL	REVISED PER REI DATA	2	9/12/16	DSL	REVISED PER COMMENTS	PERMANENT ACCESS ROAD CROSSING PROPERTY OF THE TOWNSHIP OF MIDDLETOWN
REVISIONS																					
NO.	DATE	BY	DESCRIPTION																		
0	11/23/15	JJH	ISSUED FOR REVIEW																		
1	12/2/15	DSL	REVISED PER REI DATA																		
2	9/12/16	DSL	REVISED PER COMMENTS																		
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">DRAWN BY: JJH</td> <td style="width: 25%;">DRAWN DATE: 11/23/15</td> <td style="width: 25%;">CHECKED BY: DSL</td> <td style="width: 25%;">PLOT DATE: 9/12/16</td> </tr> <tr> <td colspan="2">TRACT NO. PA-DE-0102.0001-PAR</td> <td colspan="2" style="text-align: right;">PAGE 1 OF 1</td> </tr> </table>	DRAWN BY: JJH	DRAWN DATE: 11/23/15	CHECKED BY: DSL	PLOT DATE: 9/12/16	TRACT NO. PA-DE-0102.0001-PAR		PAGE 1 OF 1														
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TRACT NO. PA-DE-0102.0001-PAR		PAGE 1 OF 1																			

MARINER EAST 2 PENNSYLVANIA PIPELINE PROJECT
SEGMENT 3
PA-DE-0102.0002-PAR
Middletown Township
Delaware County, Pennsylvania

Tax Parcel No. 27-00-00744-00

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

PERMANENT ACCESS ROAD EASEMENT

THIS PERMANENT ACCESS ROAD EASEMENT made this _____ day of _____, 2016, by The Township of Middletown, a municipality in the County of Delaware, having a mailing address at PO Box 157, Lima, PA 19037, Lima, Pennsylvania 19037, (hereinafter called "Grantor") whether one or more.

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the provisions of that certain Side Letter Agreement, made and dated contemporaneously herewith, between the Parties, Grantor does hereby grant, bargain, sell, convey and deliver unto **SUNOCO PIPELINE L.P.**, a Texas limited partnership, with an office at 525 Fritztown Road, Sinking Spring, PA 19608, its successors and assigns, (hereinafter referred to as "Grantee"), a non-exclusive perpetual right-of-way and easement, being twelve feet (12') wide, as shown on Exhibit "A", attached hereto and made a part hereof, to maintain, repair, replace and use an access road (the "Access Road") over and through the hereinafter described land located within the following property in Middletown Township Delaware County, Pennsylvania described as follows:

Parcel identification number(s): 27-00-00744-00, 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 0.9982 acres, more or less, being more specifically described in the Deed dated May 17, 2001 and recorded in Deed Book 2212, Page 1441, in the office of the Recorder of Deeds of said County and State (the "Property").

Grantor reserves the right to the reasonable use of the Access Road for Grantor's purposes provided, however, such use shall not hinder, conflict, or interfere with Grantee's rights hereunder. Grantee's use of the Access Road, and any maintenance, repairs and replacement of the Access Road shall be subject to the oversight of Grantor's engineer, and Grantee shall be responsible for repairing, at its sole cost and expense, any and all damages that its use of the Access Road may cause.

The consideration received for the easement includes payment for reasonable anticipated damages caused by the initial construction of the Access Road.

Grantee shall have the right to clear and keep the Access Road cleared of all trees, brush, undergrowth, buildings, structures, improvements or other obstructions, though neither Grantor nor Grantee has an obligation to do so, and Grantee shall not be liable for damages caused by keeping the Access Road clear of such trees, brush, undergrowth, buildings, structures, improvements or other obstructions in the exercise of its rights hereunder; provided, however, that absent the express written permission of Grantor, Grantee shall not perform any activities beyond the borders of the Access Road, as shown on Exhibit "A", and Grantee shall be liable for trespass to the extent that it enters onto Grantor's lands that are outside the borders of the Access Road. In the event that Grantee removes any brush, bushes, trees or branches, they shall be chipped and removed. In the event that Grantee's use of the Access Road results in any damage to the existing paving within the easement, Grantee shall promptly repair such damage.

Grantee understands that Grantor has not inspected the condition of the Access Road and surrounding properties. Grantee's right to enter the property and utilize the Access Road is on an "AS IS" basis and at the sole risk of Grantee with respect to the condition of the Property and the Access Road in its current condition, with all defects, if any.

GRANTEE SHALL DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS GRANTOR, GRANTOR'S AFFILIATES (INCLUDING, BUT NOT LIMITED TO, MIDDLETOWN TOWNSHIP, DELAWARE COUNTY, SEWER AUTHORITY), SUCCESSORS, ASSIGNS, TRANSFEREES, EMPLOYEES, ELECTED OFFICIALS, AGENTS, ATTORNEYS, LESSEES, CONTRACTORS, SUBCONTRACTORS 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, ITS EMPLOYEES, AGENTS, CONTRACTORS AND SUBCONTRACTORS, 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 AFFILIATES (INCLUDING, BUT NOT LIMITED TO, MIDDLETOWN TOWNSHIP, DELAWARE COUNTY, SEWER AUTHORITY), SUCCESSORS, ASSIGNS, TRANSFEREES, EMPLOYEES, ELECTED OFFICIALS, AGENTS, ATTORNEYS, LESSEES, CONTRACTORS, SUBCONTRACTORS 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. 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.

Grantee agrees to reimburse Grantor for all reasonable and documented expenses incurred for the legal, engineering and administration costs associated with the negotiation of this Agreement, and the drafting of any and all documents associated with this Agreement.

Grantee may assign the rights and easements hereby granted, either in whole or in part subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, their heirs, legal representatives and successors in title thereto; provided, 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 except that in the event of an assignment, Grantee shall not be released from the indemnification obligations contained herein.

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).

This Easement, along with the Side Letter Agreement referenced above, 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. 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.

EXHIBIT A

MIDDLETOWN TOWNSHIP DELAWARE COUNTY, PENNSYLVANIA

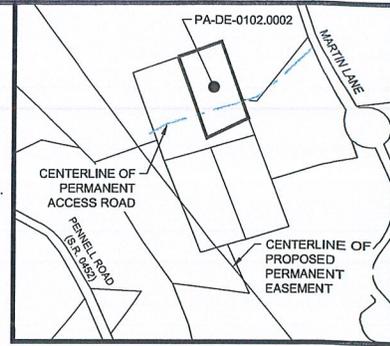


Scale: 1" = 50'

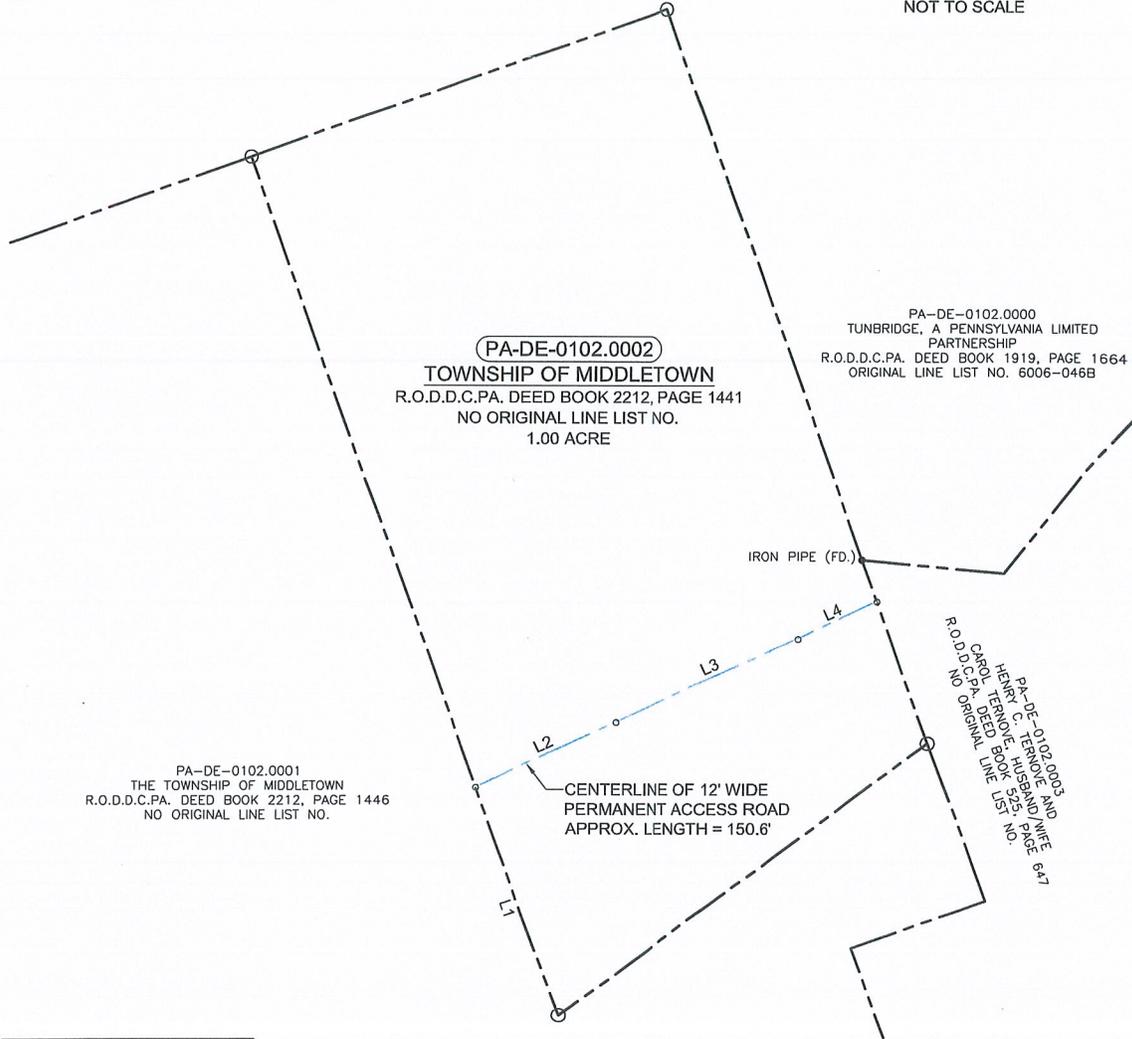


LEGEND

R.O.D.D.C.P.A. DELAWARE COUNTY RECORDER OF DEEDS, PA.
----- CENTERLINE OF PERMANENT ACCESS ROAD



VICINITY MAP
NOT TO SCALE



PA-DE-0102.0002
TOWNSHIP OF MIDDLETOWN
 R.O.D.D.C.P.A. DEED BOOK 2212, PAGE 1441
 NO ORIGINAL LINE LIST NO.
 1.00 ACRE

PA-DE-0102.0000
 TUNBRIDGE, A PENNSYLVANIA LIMITED PARTNERSHIP
 R.O.D.D.C.P.A. DEED BOOK 1919, PAGE 1664
 ORIGINAL LINE LIST NO. 6006-046B

PA-DE-0102.0001
 THE TOWNSHIP OF MIDDLETOWN
 R.O.D.D.C.P.A. DEED BOOK 2212, PAGE 1446
 NO ORIGINAL LINE LIST NO.

CENTERLINE OF 12' WIDE
 PERMANENT ACCESS ROAD
 APPROX. LENGTH = 150.6'

PA-DE-0102.0005 AND PAGE 647
 HENRY TERRY, JR. DEED BOOK 1751, NO. 151
 CAROL TERRY, DEED BOOK 1751, NO. 151
 R.O.D.D.C.P.A. DEED TOWN LINE
 NO ORIGINAL LINE LIST NO.

LINE	BEARING	DISTANCE
L1	N19°44'58"W	82.92'
L2	N64°28'06"E	51.9'
L3	N65°29'16"E	68.5'
L4	N64°46'18"E	30.2'

NOTES:

1. THE PURPOSE OF THIS PLAN IS TO SHOW THE LIMITS OF THE PROPOSED ACCESS ROAD 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 OF NAD83 PENNSYLVANIA STATE PLANE SOUTH ZONE, U.S. SURVEY FEET. SURVEYED DISTANCES SHOWN HEREON ARE ON GRID AND A SCALE FACTOR MUST BE APPLIED TO CONVERT TO GROUND DISTANCES.
4. CORNER TIES WITH "±" REFERENCE, ARE APPROXIMATE SCALED DISTANCES.

SURVEYED BY:



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

CLIENT:



Sunoco
 Pipeline L.P.

REVISIONS

NO.	DATE	BY	DESCRIPTION
0	2/5/16	JJH	ISSUED FOR REVIEW
1	9/12/16	DSL	REVISED PER COMMENTS

PERMANENT ACCESS ROAD
 CROSSING PROPERTY OF
 TOWNSHIP OF MIDDLETOWN

DRAWN BY: JJH	DRAWN DATE: 12/15/15	CHECKED BY: ARG	PLOT DATE: 9/12/16
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TRACT NO. PA-DE-0102.0002-PAR