



UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS

SPECIAL MEETING

OCTOBER 13, 2020
7:30 p.m.

LOCATION:

This meeting will be held **virtually**. Any member of the public interested in participating in the meeting should email the Township at tscheivert@upperuwchlan-pa.gov for a link and a password to join in the meeting. In order to minimize public exposure to COVID-19 and maintain social distancing, the meeting will be conducted via webinar. No attendance in-person will be allowed. If you require special accommodation, please call the Township office at 610-458-9400.

I. CALL TO ORDER

- A. Salute to the Flag
- B. Moment of Silence
- C. Inquire If Any Attendee Plans to Audio or Video Record the Meeting

II. INTRODUCTION, PRESENTATION of SUNOCO PIPELINE EASEMENT AGREEMENTS

III. OPEN SESSION

IV. ADJOURNMENT

**MARINER EAST 2_PENNSYLVANIA PIPELINE PROJECT
SEGMENT 3
PA-CH-0085.0035
Upper Uwchlan Township
Chester County, Pennsylvania**

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

Meadow Creek Lane (TR-534) and portion of Styer Road (TR-457)

UPI: Road Right of Way; Not separately assessed

EASEMENT AGREEMENT

By this Easement Agreement ("Agreement"), dated _____, 2020 by **Upper Uwchlan Township, a municipality organized in the Commonwealth of Pennsylvania with an address of 140 Pottstown Pike, Chester Springs, PA 19425** (hereinafter referred to as "Grantor"), for the consideration described herein, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby does forever grant, bargain, sell and convey unto **Sunoco Pipeline L.P.**, a Texas limited partnership, with an office at 525 Fritztown Road, Sinking Spring, PA 19608, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"), a non-exclusive fifty foot (50') wide free and unobstructed permanent easement within the road right-of-way for Meadow Creek Lane (TR-534) and a portion of the road right-of-way of Styer Road, (T-457) in order to construct, operate and maintain two (2) pipelines, each not to exceed twenty-four inches (24") in nominal pipe diameter (the "Pipelines") and any appurtenant facilities, including above-ground markers, in, over, through, across, under, and along approximately 1.83 acres more or less of land owned by the Grantor which is described by metes and bounds in the legal description which is attached hereto as Exhibit "A" (the "Property"). The permanent easement is depicted on the plans entitled "Permanent Easement & Right of Way Within Road Right of Way Meadow Creek Lane" (the "Plan") which is attached hereto as Exhibit "B" (the "Permanent Easement").

Grantor also hereby grants, bargains, sells and conveys unto Grantee a temporary construction easement, approximately eleven feet (11') by seventy-one feet (71') by twenty-six feet (26') by fifty-one feet (51') for a total area of 0.01 acres more or less, immediately adjacent to the Permanent Easement ("Temporary Easement"), at the location described by metes and bounds in

the legal description which is attached hereto as Exhibit "A" and shown and depicted on Exhibit "B", and identified as the Additional Temporary Work Space, in order to construct the Pipelines in, over, through, across, under, and along the Permanent Easement, and to otherwise exercise the rights granted to Grantee provided herein. The term of the Temporary Easement ("Term") shall commence on the date Grantee mobilizes construction equipment onto the Permanent Easement to commence construction of the Pipelines ("Commencement Date") and shall terminate on the earlier of (i) the date upon which Grantee completes all work related to installation of the Pipelines and has no further use for the Temporary Easement, or (ii) a date that is thirty-six (36) months after the Commencement Date; provided, however, that Grantee shall diligently pursue completion of the installation of the Pipelines once construction commences so that the total time to complete the construction on the Property is limited. Grantee anticipates that construction of the Pipelines in the Permanent Easement will take approximately 90-120 days once construction has commenced. Grantee will make all commercially reasonable efforts to adhere to that time frame unless unforeseen circumstances or events beyond Grantee's control arise. Grantee shall send written notice to Grantor memorializing the date when the Temporary Easement is terminated and of no further force and effect. All rights, duties and/or obligations arising by or under this Agreement shall only apply to the Temporary Easement while same is in effect. The Permanent Easement and Temporary Easement shall sometimes collectively be referred to as the "Easements".

It is further agreed as follows:

A. Rights and Obligations of the Parties

1. For the construction of the portion of the Pipelines that crosses underneath Styer Road, Grantee has obtained one road crossing permit and two driveway crossing permits from Grantor. For the construction of the portion of the Pipelines underneath Meadow Creek Lane, Grantee shall prepare and present an application ("Application") to Grantor for one road opening permit, together with any required fees. The foregoing permits comprise all permits required to be obtained from Grantor for the construction work in the Permanent Easement and are collectively referred to as the "Permits." Grantor shall promptly inform Grantee of any deficiencies in the Application, and Grantee shall promptly correct any such deficiencies in the Application. Further, Grantor shall promptly inform Grantee if any additional Permits or fees are required to construct the Pipelines in the Permanent Easement, and Grantee shall promptly submit applications for such additional permits or pay such additional fees.
2. Upon (i) confirmation by Grantor that the Application is complete for the road opening permit in Meadow Creek Lane and (ii) payment of all required fees by Grantee, Grantor shall issue such permit to Grantee. If any additional Permits are required, Grantor shall issue such permits to Grantee upon submission of a complete application and payment of all required fees.

3. Upon issuance of all required Permits to Grantee, Grantee shall pay the sum of One Million Dollars (\$1,000,000) to Grantor, which Grantor shall have the right to use in its discretion, consistent with all applicable state and local laws and regulations.
4. Grantee shall provide Grantor with at least five (5) days' written notice before entering the Easements to begin construction of the Pipelines. Written notice shall be sent to the Grantor at the address listed above addressed to the attention of "Township Manager" with a copy sent to Kristin S. Camp, Esquire, as counsel for Grantor at 118 W. Market Street, Suite 300, West Chester, PA 19382 and emailed to kcamp@buckleyllp.com.
5. Grantee shall then construct the Pipelines in the Permanent Easement in accordance with the terms of this Agreement. Grantee shall provide to Grantor prior to construction copies of, and shall adhere to, all local, state, and federal permits and approvals required for construction of the Pipelines.
6. Grantor shall take all appropriate and reasonable actions to cooperate with Grantee during the construction of the Pipelines. Provided that Grantee is not in breach of its obligations under this Easement, Grantor shall not take any action to rescind or revoke the Permits, or otherwise hinder the construction of the Pipelines.
7. Grantee shall provide to Grantor a plan which depicts the above-ground appurtenant facilities that it intends to construct within the Permanent Easement, which include test stations, line markings, casing vents and markers. Grantee shall cooperate with Grantor in selecting the location for these appurtenant facilities so that they do not hinder access to the lots upon which they front.
8. Upon completion of construction of the Pipelines, Grantee shall complete all restoration work in the Easements as required by the Permits, and permits issued by the DEP for the Pipelines. Grantee shall obtain release from DEP and/or, as necessary, CCCD of any further obligations under permits issued by DEP or CCCD related to the Pipelines.
9. Upon release by DEP and/or CCCD of all further obligations under permits related to the Property, Grantee shall record a permanent easement on the residential property located at 38 Meadow Creek Lane, more specifically identified as Chester County Tax Parcel No. 32-3-5.5M ("38 Meadow Creek") in substantially the form as shown on Exhibit "C" ("38 Meadow Creek Lane Easement").
10. Upon recordation of the 38 Meadow Creek Lane Easement, Grantee shall convey 38 Meadow Creek to Grantor by warranty deed, free and clear of all liens and encumbrances, except the 38 Meadow Creek Lane Easement. Grantee shall pay all closing costs for the conveyance of 38 Meadow Creek to Grantor including the costs to prepare the deed, recording costs for the deed and the 38 Meadow Creek Lane Easement and transfer tax if any is owed.

11. Grantee shall designate one contact person whose duties shall include responding to questions and concerns from Grantor and its agents and employees. Grantee's contact person is Joe Massaro, who can be reached by telephone at (610) 340-8741, or by electronic mail at joseph.massaro@energytransfer.com. Grantee shall provide to Grantor ten (10) days prior written notice of any change in the contact person or contact information.
12. Prior to the commencement of work at the Property pursuant to this Agreement, Grantee shall provide to Grantor the identity of the prime contractor who will be working at the Property and the foreman or person in charge of said prime contractor and his or her contact information.

B. Additional Terms and Conditions

1. Grantee shall keep the Easements clean and free of construction debris and litter. All construction debris and litter shall be discarded offsite on a daily basis.
2. Grantee and its contractors and subcontractors shall abide by the Township's Noise Ordinance which is codified in Chapter 110 of the Township Code, a copy of which is attached hereto as Exhibit "D".
3. Grantee shall comply with all applicable PennDOT regulations regarding demarcation and safety of construction zones in public roads during construction of the Pipelines in the Easements. At Grantee's request, Grantor shall post or approve the posting of signs prohibiting parking in the Easements at locations where construction is occurring.
4. Grantee shall conduct a preconstruction meeting with a representative from Grantor. Grantee shall coordinate its work on the Property with the designated representative from Grantor and shall keep Grantor apprised of the status of the work in the Easements pursuant to this Agreement.
5. Grantee agrees that Grantor may assign an inspector to inspect Grantee's work to restore the road surface of the Easements that Grantee is required to perform pursuant to this Agreement.
6. The right to use the Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, surveying, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, pipelines, for the transportation of oil, oil products, crude petroleum, natural gas, natural gas liquids, hydrocarbon liquids and the products thereof, together with above- and below-ground appurtenances as may be necessary or desirable for the operation of the Pipelines.
7. Grantee shall bury the Pipelines to a minimum depth of sixty inches (60") below the

surface of the ground and any then-existing drainage ditches, creeks and roads, except at those locations where rock is encountered, the Pipelines may be buried at a lesser depth, provided that the depth of pipe must comply with all applicable federal and state regulations, statutes, permits and approvals.

8. Grantee shall have the right to select the exact location of the Pipelines within the Easement, provided that the location of the Pipelines within the Easement falls within the paved cartway on the southwest side of the centerline of the Property and shall not interfere with the continued operation or maintenance of the currently existing water pipeline and the currently existing storm sewer facility beneath the Easement. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the Pipelines and appurtenant facilities related to the installation of the Pipelines. Grantee and Grantor acknowledge that Grantor plans to install a six inch pressurized sanitary sewer force main and two inch sewer laterals with grinder pumps and any appurtenant facilities necessary to provide public sewer service to the lots that front both sides of Meadow Creek Lane, including above-ground markers in the Property (collectively the "Sewer Line"). Grantor intends to install the Sewer Line on the northeast side of the centerline of the Property at a minimum horizontal distance of 10 feet from the Pipelines in the general location shown on the sketch plan prepared by ARRO which is attached hereto as Exhibit "E". To access and serve homes on the southwest side of the Property, Grantor's proposed sanitary sewer service laterals will be required and permitted to cross the Pipelines. Grantor's laterals are for the purposes of conveying domestic strength waste from the dwellings along Meadow Creek Lane to a conveyance system and treatment facility for disposal. The sanitary sewer laterals shall cross the Pipelines at a 90° angle to the greatest extent practical and shall include a two foot minimum clear vertical distance between the top of the Pipelines and the casing pipe for the sewer laterals. Grantor shall design the Sewer Line such that no part of the Sewer Line encroaches within two feet, at or below the ground surface, of the Pipelines.
9. The consideration paid by Grantee in this Agreement includes the market value of the Easements, conveyed by Grantor and any and all damages caused to the surface of the Property during the initial construction of the Pipelines and related facilities. The initial consideration does not cover any damages which may accrue after initial construction of the Pipelines to the Property or Grantor's other lands 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 if such loss, injury or death is due to Grantee's exercise of any right under this Agreement. Grantee shall pay Grantor for any and all other such reasonable damages promptly as they may accrue.
10. Grantee shall have the right of entry, access, ingress and egress in, to, through, on, over, under and across the Easement for any and all purposes reasonably necessary for and/or incident to Grantee's exercise of the rights granted to it by this Agreement. During initial construction of the Pipelines and during any maintenance or other surface work performed subsequent to the initial construction of the Pipelines, Grantee shall comply with all local and state statutes, ordinances, and regulations pertaining to utility work

in the right-of-way of a public street.

11. Grantee shall minimize the disturbance and effect of its access, activities in and use of the Easements to the extent possible. Any contractors working within the Easements shall not leave any open trenches at the end of a work day. At the completion of construction of the Pipelines, Grantee shall adhere to the restoration specifications which are attached hereto as Exhibit "F".
12. Grantee shall install and maintain all necessary soil conservation devices required by the CCCD and any other agency having jurisdiction over Grantee any time it conducts any work within the Easements pursuant to the authority granted in this Agreement. Grantee shall repair any sinkholes or depressions proximately caused by the Pipelines or the construction of the Pipelines in any areas excavated for a period of three (3) years from the date that the construction of the Pipelines in the Property is completed.
13. Grantee shall not store any equipment or materials within the Easements. At the end of each such day, Grantee shall remove from the Easements all such equipment and materials.
14. Grantee shall cooperate and coordinate with Grantor in the construction sequence so that no lot shall be restricted access for a period in excess of (4) hours unless appropriate arrangements are made and agreed upon with the property owner.
15. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor may not use any part of the Permanent Easement if such use may damage, destroy, injure, and/or interfere with Grantee's use of the Permanent Easement for the purposes for which the Permanent Easement is being sought by Grantee. Without limiting the foregoing, Grantor is expressly not permitted to conduct any of the following activities on the Permanent Easement without the written permission of Grantee: (1) construct any temporary or permanent building or site improvements, other than the Sewer Line, storm sewer improvements or normal paving and maintenance of the road, provided that none of these activities shall interfere with Grantee's use of the Permanent Easement; (2) drill or operate any well; (3) remove soil or change the grade or slope, except as necessary to install, maintain repair and replace the Sewer Line, the storm sewer improvements and to pave and maintain the road, provided that none of these activities shall interfere with Grantee's use of the Permanent Easement; or (4) impound surface water. Grantor further agrees that no above- or below-ground obstruction that may interfere with the purposes for which the Permanent Easement are being acquired may be placed, erected, installed or permitted upon the Permanent Easement without the written permission of Grantee. Grantor's authorized uses may include, but shall not be limited to, agricultural, recreational, industrial, open space, set-back, density, street and roadway purposes; provided that Grantor shall not construct any improvements on the Permanent Easement that would unreasonably interfere with Grantee's exercise of the rights herein conveyed, except appurtenances necessary and related to the installation of the Sewer Line, storm sewer facilities and for routine paving and maintenance of the road, provided that none of these activities shall interfere with Grantee's use of the

Permanent Easement. Grantor is permitted, after review and written approval by Grantee, to construct, reconstruct or maintain any and all streets, roads and utilities (including, but not limited to, water, sewer, gas, electric, cable TV, telephone or other utility lines) at any angle of not less than ninety (90) degrees (unless such angle is, upon case-by-case review by Grantee, infeasible and Grantee consents to a lesser angle in a particular case) to Grantee's Pipelines over and across the Permanent Easement at such place or places as Grantor may select which do not damage, destroy or alter the operation of the Pipelines and its appurtenant facilities and provided that all of Grantee's required and applicable spacing, including depth separation limits and other protective requirements (including Cathodic protection) are met by Grantor. For the avoidance of doubt, any utility installation or expansion project within the Permanent Easement, including but not limited to sanitary sewer, shall not be commenced by or on behalf of Grantor or with Grantor's consent unless Grantee has reviewed the plans related to such utility project and given its express written approval of such plans, provided that Grantee consents to the installation of the Sewer Line in the location generally depicted on Exhibit "E". Once Grantor completes the final construction plans for the Sewer Line, it shall send such plans to Grantee who shall promptly review the same and provide its written consent provided that Grantor adheres to the provisions in this Agreement related to the location of the Sewer Line. The use of the Permanent Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Permanent Easement. Grantor must notify Grantee in writing of its intention to install any such encroachments. In the event the terms of this paragraph are violated, Grantor shall have thirty (30) days in which to eliminate such violation upon receipt of written notice from Grantee, except in case of emergency when Grantee shall have the right to immediately correct or eliminate such violation without liability to Grantor for damages.

16. Grantee has the right, but not the obligation, 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 before Grantee exercises its right under this paragraph to remove any and all buildings, structures, reservoirs or other obstructions on the Permanent Easement, it must provide Grantor with at least 30 days written notice of its intent to exercise such rights and provide Grantor a reasonable period of time to remove or relocate the offending obstruction.
17. Grantee agrees that, after completion of initial construction of the Pipelines or in the event Grantee's operation, maintenance, repair, alteration and/or servicing of the Pipelines disturbs the surface of the Permanent Easement, Grantee shall restore the surface of the Permanent Easement, to the condition that existed prior to such use of the Easement, including repaving the surface of the road for the full width of the disturbed area and restoring markings on the roadway and roadway signs in compliance with the Upper Uwchlan Township Code. Grantee shall adhere to the restoration specifications which are attached hereto as Exhibit "F" or as may be amended from time to time by the Board. In addition, Grantor shall conduct a pre-construction and

post-construction evaluation of the non-paved portions of roads utilized by Grantee's construction vehicles for the installation of the Pipelines. If any of these non-paved portions of roads are damaged as a result of Grantee's construction, Grantee shall repair the same to the condition they were in before construction. Grantee shall adhere to the Road Bond Agreement dated February 20, 2017. The Parties acknowledge and agree that Grantee may use the full length of Meadow Creek Lane (1,584 linear feet or 0.82 miles) for construction vehicle activity pursuant to the terms of the Road Bond Agreement, including its schedule of roads, provided that Grantee shall abide by the Road Bond Agreement with respect to the restoration of Meadow Creek Lane.

18. The undersigned warrant that it is the owner(s) of the property where the Easements are located and has authority to execute this Agreement on behalf of the parties to this Agreement.
19. Cathodic protection test stations, if necessary for the operation of the Pipelines, as determined by Grantee, may be placed by Grantee within the Permanent Easement, provided that such location does not violate any applicable road safety statute, ordinance, regulation, or rule. Cathodic protection test stations shall not be placed within the paved roadway of Meadow Creek Lane, but may be placed within the right-of-way of Meadow Creek Lane on the shoulder or edge adjacent to the paved roadway.
20. The rights granted to Grantee in this Agreement may be assigned, in whole or in part, to one or more assignees, in which event Grantor acknowledges and agrees that the assignee shall succeed to the rights and obligations of Grantee to the extent conveyed in such assignment. Grantee shall provide Grantor written notice of its intent to assign the rights granted in this Agreement and the name of the proposed assignee. The Permanent Easement shall be perpetual.
21. This Agreement 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).
22. This Agreement 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.
23. This Agreement 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 this Agreement. 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 this 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 Agreement is free and voluntary; this Agreement 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.

24. 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 Agreement 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.
25. At Grantee's sole discretion, it may replace Exhibit "B" with a more definitive description and drawing, respectively, of the Permanent Easement and record the same in the County Clerk's Office. If Grantee requires additional work space and/or easement or the final survey of the Permanent Easement increases the size of the Permanent Easement, provided that the width of the Permanent Easement shall not exceed 50 feet, then an additional payment shall be made to the Grantor on a pro rata basis. If the final survey does not increase the size of the Permanent Easement or include additional work space/Permanent Easement, then Grantor shall retain all funds paid to it by Grantee with no refund required.
26. Grantee shall provide to Grantor copies of an "as constructed" survey of the Pipelines constructed within the Permanent Easement within six (6) months after completion of construction, which such survey shall identify all surface and subsurface appurtenances with respect to the Pipelines and the location of the Pipelines in the Permanent Easement.
27. 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 Agreement and to carry out its intent.
28. Grantee, on behalf of itself and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it, shall indemnify, defend and save harmless Grantor from any claims, suits, causes of action, liability or damages (including without limitation reasonable attorneys fees and court costs) arising out of or in any manner or form related to the use, enjoyment or exercise by Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, of the Easements.
29. Grantee shall maintain one or more policy(ies) of general commercial liability insurance to limits of not less than Ten Million Dollars (\$10,000,00.00) single limit

and Twenty Million Dollars (\$20,000,000.00) in the aggregate insuring against claims on account of loss of life, bodily injury or property damage arising out of, or in any manner or form related to, the use, enjoyment or exercise by Grantee and/or its officers, officials, employees, agents, contractors, directors, licensees, permittees, representatives, consultants, servants, invitees and/or anyone acting by, through, under or on behalf of it, them or any of them, of the Easements. Grantee shall maintain such insurance coverage in full force and effect for as long as the Easements are in effect. Such insurance policies shall name Grantor as additional insured.

30. Notwithstanding the payment of monetary consideration as set forth in this Agreement, Grantee and Grantor acknowledge and agree that each party may enforce the terms, conditions, and provisions of this Agreement in equitable proceedings, and may seek and obtain from a court having jurisdiction injunctive relief to prevent (or, as applicable, cause the cessation of) a breach of this Agreement. All disputes relating to this Easement shall be resolved in the Court of Common Pleas of Chester County, Pennsylvania.
31. In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the agreement between the parties hereto covering the subject matter hereof.
32. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to conflicts laws or choice of law rules thereof.
33. The Parties stipulate and agree that this Agreement shall be deemed and considered for all purposes as prepared through the joint effort of the Parties and shall not be construed against one or the other as a result of the preparation, submittal, recording, or other event of negotiation, drafting or execution hereof.
34. The Parties acknowledge and understand that the Permanent Easement is a 50-foot-wide easement coterminous with the full width of the road right-of-way for Meadow Creek Lane, and that the paved portion of Meadow Creek Lane is approximately 30 feet in width. The Parties therefore acknowledge and understand that approximately 10 feet of the width of the Permanent Easement on either side of the road, while within the road right-of-way of Meadow Creek Lane, exists upon property occupied by lawns, other plants, and driveways of property owners who own properties adjacent to the Permanent Easement on Meadow Creek Lane. Grantor agrees that it will assist Grantee in proving to property owners that the property rights granted to Grantee under this Agreement authorize Grantee to undertake pipeline construction and maintenance, among other activities, as required to accomplish the purposes of this Agreement, including in the portions of the Permanent Easement that lie within 10 feet of the paved surface of Meadow Creek Lane on both sides of the roadway. Grantor further agrees that it will defend against any legal action brought by any property owner on Meadow Creek Lane where Grantor is a named party pertaining to the width of the Permanent Easement and the property rights granted to Grantee.

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

[Signature pages follow]

EXECUTED this ____ day of _____, 2020.

GRANTOR:
UPPER UWCHLAN TOWNSHIP

By: _____
Name: Sandy D'Amico
Title: Chairperson, Board of Supervisors

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA §
§
COUNTY OF §

On this _____ day of _____, 2020, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of _____ a [state of formation and type of entity], 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
, 2020.

Notary Public in and for the Commonwealth of Pennsylvania

(Print Name of Notary Public Here)

GRANTEE:

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA §
§
COUNTY OF _____ §

On this _____ day of _____, 2020, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of _____ a [state of formation and type of entity], 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
_____, 2020.

Notary Public in and for the Commonwealth of Pennsylvania

(Print Name of Notary Public Here)

EXHIBIT A

PA-CH-0085.0035
 Chester County, Pennsylvania
 Pennsylvania Pipeline Project

Exhibit "A"

**DESCRIPTION FOR A PERMANENT EASEMENT WITHIN A PORTION OF THE
 ROAD RIGHT-OF-WAY OF MEADOW CREEK LANE**

BEING A METES AND BOUNDS DESCRIPTION FOR A PERMANENT EASEMENT WITHIN THE ROAD RIGHT-OF-WAY OF MEADOW CREEK LANE LOCATED IN UPPER UWCHLAN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA, SAID LAND BEING MORE PARTICULARLY DESCRIBED ON A PLAN OF SUBDIVISION FOR HIGH MEADOW, INSTRUMENT NUMBER 7554326 AS RECORDED IN THE CHESTER COUNTY RECORDER OF DEEDS.

BEGINNING at a found 5/8-inch iron rod on the southwesterly road right-of-way line of Meadow Creek Lane, said iron rod being the northeast corner of lands now or formerly John S. Cassel and Patricia M. Cassel, his wife; thence along the southwesterly road right-of-way line of Meadow Creek Lane, North 53°24'27" West, a distance of 330.75 feet to a point in Styer Road; thence in and along Styer Road, North 56°59'14" East, a distance of 4.56 feet to a point; thence crossing back through the road right-of-way of Meadow Creek the following two (2) courses and distances: 1) South 51°39'21" East, a distance of 71.05 feet and 2) South 76°17'41" East, a distance of 123.14 feet to a point on the northeasterly road right-of-way line of Meadow Creek Lane; thence along the said northeasterly road right-of-way line the following five (5) courses and distances: 1) South 53°24'27" East, a distance of 221.42 feet to a point, 2) South 28°40'32" East, a distance of 314.73 feet to a point, 3) along a curve to the left, having a radius of 700.06 feet, an arc length of 197.07 feet, a chord bearing of South 36°43'08" East, and a chord length of 196.42 feet to a point, 4) South 44°49'53" East, a distance of 541.40 feet to a point and 5) along a curve to the left, having a radius of 224.31 feet, an arc length of 228.98 feet, a chord bearing of South 73°46'40" East, and a chord length of 219.16 feet to a point; thence crossing the said road right-of-way line of Meadow Creek Lane, South 12°58'09" East, a distance of 50.00 feet to a point on the southwesterly road right-of-way line of Meadow Creek Lane; thence along the same southwesterly road right-of-way line the following five (5) courses and distances: 1) along a curve to the right, having a radius of 274.31 feet, an arc length of 279.86 feet, a chord bearing of North 73°47'14" West, and a chord length of 267.86 feet to a point, 2) North 44°49'53" West, a distance of 541.32 feet to a point, 3) along a curve to the right, having a radius of 750.00 feet, an arc length of 211.13 feet, a chord bearing of North 36°43'10" West, and a chord length of 210.43 feet to a point, 4) North 28°40'32" West, a distance of 238.04 feet to a point and 5) along a curve to the right, having a radius of 300.00 feet, an arc length of 129.44 feet, a chord bearing of North 41°02'41" West, and a chord length of 128.44 feet to the POINT OF BEGINNING.

The above described easement within the road right-of-way of Meadow Creek Lane containing 1.83 acres more or less as shown on a plan prepared by LW Survey Co. entitled "PERMANENT EASEMENT & RIGHT OF WAY WITHIN ROAD RIGHT-OF-WAY MEADOW CREEK LANE"

Notes:

- 1) The purpose of this Exhibit "A" document is to fully describe the area of the proposed permanent easement within the road right-of-way of Meadow Creek Lane.
- 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 grid distances 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

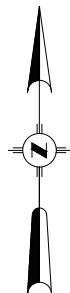
Being an additional area of land at the junction of Styer Road and Meadow Creek Lane. Said area of land will measure approximately eleven feet (11') by seventy-one feet (71') by twenty-six feet (26') by fifty-one feet (51') and will be required for construction purposes.

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

EXHIBIT B

EXHIBIT B

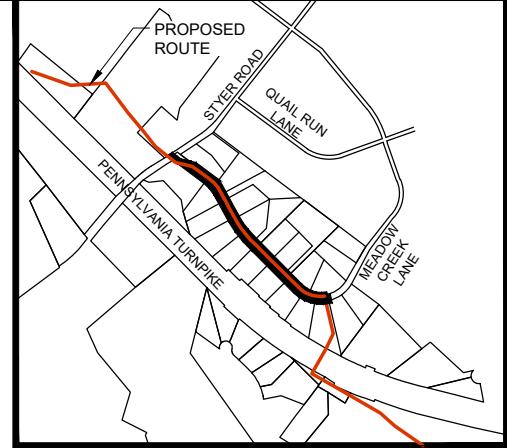
UPPER UWCHLAN TOWNSHIP CHESTER COUNTY PENNSYLVANIA



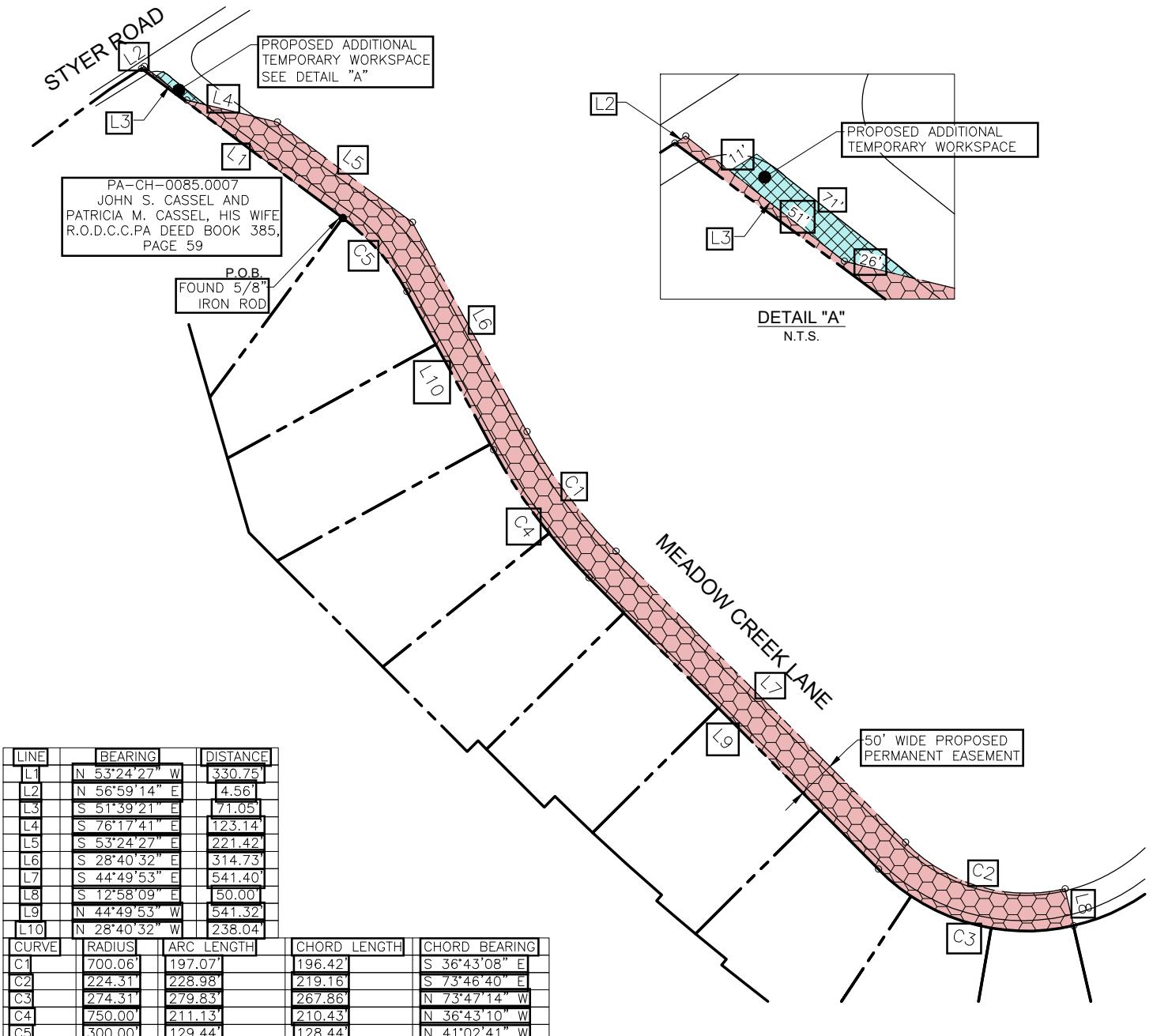
Scale: 1" = 200'

0 200 400
FEET FEET FEET

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



VICINITY MAP
NOT TO SCALE



TOTAL DISTANCE ACROSS PROPERTY: 0.00 FT

PROPOSED PERMANENT EASEMENT: 1.83 ACRES

TEMPORARY WORK SPACE: 0.00 ACRES

ADDITIONAL TEMPORARY WORK SPACE: 0.01 ACRES

NOTES:

1. THE PURPOSE OF THIS PLAN IS TO SHOW THE LIMITS OF THE PROPOSED PERMANENT AND TEMPORARY WORKSPACES WITHIN THE ROAD RIGHT-OF-WAY. 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. 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	6/8/2020	ARG	ISSUED FOR REVIEW

PERMANENT EASEMENT & RIGHT OF WAY WITHIN ROAD RIGHT-OF-WAY MEADOW CREEK LANE

DRAWN BY: ARG DRAWN DATE: 6/8/20 CHECKED BY: DSL PLOT DATE: 6/8/20

TRACT NO.

PA-CH-0085.0035

PAGE 1 OF 1

EXHIBIT C

**MARINER EAST 2_PENNSYLVANIA PIPELINE PROJECT
SEGMENT 3
PA-CH-0085.0016
Upper Uwchlan Township
Chester County, Pennsylvania**

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

UPI# 32-3-5.5M P/O

PERMANENT EASEMENT

This Permanent Easement, dated _____, 2020 by **Sunoco Pipeline, L.P.**, a Texas Limited Partnership (hereinafter referred to as "Grantor", whether one or more), for the consideration of TEN AND No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby does forever grant, bargain, sell and convey unto **Sunoco Pipeline L.P.**, a Texas limited partnership, with an office at 525 Fritztown Road, Sinking Spring, PA 19608, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"), a non-exclusive variable width free and unobstructed permanent easement in order to construct, operate and maintain up to four (4) pipelines, not to exceed twenty-four inches (24") in nominal pipe diameter (the "Pipelines") and any appurtenant facilities including above-ground markers, in, over, through, across, under, and along land owned by the Grantor described in the attached **Exhibits "A" and "B"** (the "Easement"), attached hereto.

The Easement lies and is located in lands owned by Grantor described as follows:

Parcel identification number(s): 32-03-0005.05M0, 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 1.50 acres, more or less, being more specifically described in the Deed dated June 23, 2017 and recorded in Deed Book 9568, Page 19, in the office of the Recorder of Deeds of said County and State (the "Property").

It is further agreed as follows:

1. The right to use the Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns,

and all those acting by or on behalf of it for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, surveying, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, pipelines, for the transportation of oil, oil products, crude petroleum, natural gas, natural gas liquids, hydrocarbon liquids and the products thereof, together with above- and 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 thirty-six inches (36") below the surface of the ground and any then-existing drainage ditches, creeks and roads, except at those locations where rock is encountered, the Pipelines may be buried at a lesser depth.
3. Grantee shall have the right to select the exact location of the Pipelines within the Easement. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the Pipelines and appurtenant facilities related to this pipeline project.
4. The consideration paid by Grantee in this Easement includes the market value of the Easement conveyed by Grantor and any and all damages to the Grantor's remaining Property and for reasonably anticipated damages caused to the surface of Grantor's lands within the Easement during the initial construction of the Pipelines and related facilities. The initial consideration includes all damages to Grantor (or, if leased, to Grantor's tenant) caused to timber or growing crops on the Easement. The initial consideration does not cover any damages which may accrue after initial construction of the Pipelines to Grantor's other lands or the Easement from time to time by reason of the operation, maintenance, repair, alteration and/or servicing of the Pipelines, or any other damages incurred from time to time as hereinafter more specifically set forth, including damages for loss, injury, or death of Grantor's (or, if leased, to Grantor's tenant's) livestock if such loss, injury or death is due to Grantee's exercise of any right under this Easement. Grantee shall pay Grantor for any and all other such reasonable damages promptly as they may accrue.
5. Grantee shall have the right of entry, access, ingress and egress in, to, through, on, over, under and across the land of Grantor for any and all purposes reasonably necessary for and/or incident to Grantee's exercise of the rights granted to it by this Easement. Grantee shall promptly repair any damage to Grantor's roads caused by Grantee so as to maintain the roads in as good or better condition as existed prior to use by Grantee.

6. Grantee will, insofar as reasonably practicable, level, re-grade and reseed the ground disturbed by Grantee's use of the Easement and will construct and maintain soil conservation devices on the Easement immediately after the initial disturbance of the soil and maintain throughout construction as may be reasonably required to prevent damage to the Property of Grantor from soil erosion resulting from construction of the Pipelines.
7. Grantor may use the Easement for any and all purposes not inconsistent with the purposes set forth in this Easement. Grantor may not use any part of the Easement if such use may damage, destroy, injure, and/or interfere with Grantee's use of the Easement for the purposes for which the Easement is being sought by Grantee. Without limiting the foregoing, Grantor is expressly not permitted to conduct any of the following activities on the Easement without the written permission of Grantee: (1) construct any temporary or permanent building or site improvements; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above- or below-ground obstruction that may interfere with the purposes for which the Easement is being acquired may be placed, erected, installed or permitted upon the Easement without the written permission of Grantee. Grantor's authorized uses may include, but shall not be limited to, agricultural, recreational, industrial, open space, set-back, density, street and roadway purposes; provided that Grantor shall not construct any improvements on the Easement that would unreasonably interfere with Grantee's exercise of the rights herein conveyed. Grantor is permitted, after review and written approval by Grantee, to construct, reconstruct or maintain any and all streets, roads and utilities (including, but not limited to, water, sewer, gas, electric, cable TV, telephone or other utility lines) at any angle of not less than forty-five (45) degrees to Grantee's Pipelines over and across the Easement at such place or places as Grantor may select which do not damage, destroy or alter the operation of the Pipelines and its appurtenant facilities and provided that all of Grantee's required and applicable spacing, including depth separation limits and other protective requirements (including Cathodic protection) are met by Grantor. The use of the Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Easement. Grantor must notify Grantee in writing of its intention to install any such encroachments. In the event the terms of this paragraph are violated, Grantor shall have thirty (30) days in which to eliminate such violation upon receipt of written notice from Grantee, except in case of emergency when Grantee shall have the right to immediately correct or eliminate such violation without liability to Grantor for damages.
8. Grantee agrees that Grantee and its agents, officers, servants, employees or subcontractors shall not (i) hunt, fish, trap, swim, camp or picnic on the 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 Easement and to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the operation of the Pipelines, to remove possible hazards thereto and to comply with governmental regulations, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easement which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the Pipelines and appurtenant facilities or conflict with governmental regulations. All trees, brush and other debris caused by construction shall be burned and/or chipped and spread on the Easement or removed to an authorized disposal site. Grantee shall select the method of disposal. Grantee shall not be liable for damages to any tree, brush or tree limbs upon the Easement as a result of its exercise of its rights under this paragraph.
10. Grantor shall retain all the oil, gas, and other minerals in, on and under the Easement; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easement, but it will be permitted to extract the oil and other minerals from and under the 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 Easement for the purposes for which the Easement is being sought by Grantee.
11. Grantee shall have the right to remove any fence which now crosses or may cross the Easement during initial construction of the Pipelines. Prior to cutting any fence, however, Grantee shall brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces to prevent the remainder of the fence from sagging. Before the fence wire is cut, it is to be attached to the posts in a manner that there will be no slackening of or damage to the wire. Each such wire gap is to be reinforced so as to be strong enough to prevent livestock from passing through same. Upon completion of initial construction operations, each wire gap will be removed and a permanent gate installed, which gate shall, to the extent reasonably practicable, be constructed out of similar or better grade materials than already used for existing gates on the Property. Upon completion of initial construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee will restore all fences cut during construction as nearly as possible to as good, or better, condition as they were prior to the

construction of the Pipelines. Each entry and exit gate shall be securely closed and locked, except when Grantee or its authorized personnel are actually passing through same, so that cattle, horses and/or other livestock located on the remainder portion of the Property cannot stray from the fenced pastures. Grantee and Grantor shall have the right to install locks on the gates so as to allow access to each party.

12. Grantee agrees that, after completion of initial construction or in the event Grantee's operation, maintenance, repair, alteration and/or servicing of the Pipelines disturbs the surface of the Easement, Grantee will restore the surface of the Easement, as much as is reasonably practicable, to the condition that existed prior to such use of the Easement, except to the extent that the surface may be permanently modified by such construction, maintenance, repair, alteration and/or servicing of the Pipelines.
13. The undersigned warrant that he/she/they/it is/are the owner(s) of the Property herein described and have authority to execute this Easement on behalf of the parties to this Easement.
14. Cathodic protection test stations, if necessary for the operation of the Pipelines, as determined by Grantee, may be placed by Grantee at the junction of the Easement and the fence lines on Grantor's Property and at any other location required by law.
15. The rights granted to Grantee in this Easement may be assigned, in whole or in part, to one or more assignees, in which event Grantor acknowledges and agrees that the assignee shall succeed to the rights and obligations of Grantee to the extent conveyed in such assignment. Grantee shall provide Grantor written notice of its intent to assign the rights granted in this Agreement and the name of the assignee. The Easement shall be perpetual.
16. The interests of Grantor and Grantee in the Property and the Easement shall at all times be separate and apart, and shall in no event be merged, notwithstanding the fact that this Agreement or the estate created hereby, or any interest herein, is now or may hereafter be held directly or indirectly by or for the account of the person who shall own the fee title to the Property, or any portion thereof; and no such merger of estates shall occur by operation of law, or otherwise, unless and until all persons at the time having the fee interest in the Property and the easement estate created hereby shall join in the execution of, and record, a written instrument expressly effecting such merger of estates.
17. 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).

18. 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.
19. This Easement contains the entire agreement and supersedes any and all prior statements, whether written or oral, and all oral or written proposals, if any, concerning the subject of the Easement. Grantor confirms and agrees that Grantor has been made no promise or agreement by Grantee or any agent of Grantee that is not expressed or referenced specifically within the Easement, that Grantor is not relying upon any statement or representation of Grantee or any agent of Grantee and that Grantor's execution of this Easement is free and voluntary; this Easement may not be modified or amended, except on or after the date hereof, by a writing signed by the other party against whom such modification or amendment is to be enforced and no party shall be liable or bound to any other party in any manner except as specifically set forth herein.
20. 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.
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. In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall

constitute the agreement between the parties hereto covering the subject matter hereof.

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 Easement unto Grantee, its successors and assigns. This Easement and all of its terms, provisions and obligations shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns.

[Signature Page(s) Follow]

EXECUTED this _____ day of _____, 2020.

GRANTOR:

Sunoco Pipeline LP, a Texas Limited Partnership

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA

§
§
§

COUNTY OF _____

On this, the _____ day of _____, 20____, 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)

PA-CH-0085.0016
Chester County, Pennsylvania
Pennsylvania Pipeline Project

Exhibit "A"

**DESCRIPTION FOR A PROPOSED EASEMENT AREA ACROSS LANDS NOW OR FORMERLY
SUNOCO PIPELINE L.P., A TEXAS LIMITED PARTNERSHIP**

**BEING A METES AND BOUNDS DESCRIPTION FOR AN EASEMENT AREA ACROSS THE LANDS NOW OR
FORMERLY OF SUNOCO PIPELINE L.P., A TEXAS LIMITED PARTNERSHIP LOCATED IN UPPER UWCHLAN
TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA, SAID LAND BEING MORE PARTICULARLY DESCRIBED IN
DEED BOOK 9568, PAGE 19 AS RECORDED IN THE CHESTER COUNTY RECORDER OF DEEDS.**

Commencing from a found iron rod for the northwesterly corner of lands now or formerly Sunoco Pipeline L.P., a Texas limited partnership on the southerly road right-of-way line of Meadow Creek Lane; thence South 86°21'46" East, a distance of 58.74 feet to the POINT OF BEGINNING of the proposed easement area described herein; thence continuing along the said southerly road right-of-way line of Meadow Creek Lane along a curve to the left, having a radius of 275.00 feet, an arc length of 50.28 feet, a chord bearing of North 82°16'08" East, and a chord length of 50.21 feet to the northeasterly corner of said lands now or formerly Sunoco Pipeline L.P., a Texas limited partnership; thence along the easterly line of said lands South 12°58'22" East, a distance of 434.36 feet to a found iron rod at an angle break in the easterly line of said lands; thence continuing along the same South 36°56'54" West, a distance of 10.84 feet to a point on the northerly line of the Pennsylvania Turnpike (I-76) and being the southernmost corner of said lands now or formerly Sunoco Pipeline L.P., a Texas limited partnership; thence along the northerly road right-of-way line of the Pennsylvania Turnpike (I-76) along a curve to the right, having a radius of 3,174.17 feet, an arc length of 285.64 feet, a chord bearing of North 60°46'04" West, and a chord length of 285.54 feet to the westernmost corner of said lands now or formerly Sunoco Pipeline L.P., a Texas limited partnership; thence along the westerly line of said lands North 09°45'51" East, a distance of 143.32 feet to a point; thence crossing said lands now or formerly Sunoco Pipeline L.P., a Texas limited partnership the following two (2) courses and distances: 1) South 83°49'10" East, a distance of 121.13 feet and 2) North 12°58'37" West, a distance of 161.66 feet to the POINT OF BEGINNING.

The above described easement across the lands now or formerly Sunoco Pipeline L.P., a Texas limited partnership containing 1.18 acres more or less as shown on a plan prepared by LW Survey Co. entitled "PERMANENT EASEMENT & RIGHT OF WAY CROSSING PROPERTY OF SUNOCO PIPELINE L.P., A TEXAS LIMITED PARTNERSHIP"

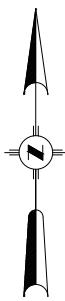
Notes:

- 1) The purpose of this Exhibit "A" document is to fully describe the area of the proposed easement area across the lands of Sunoco Pipeline L.P., a Texas limited partnership.
- 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 Grid distances 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 easement area.
- 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.

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

EXHIBIT B

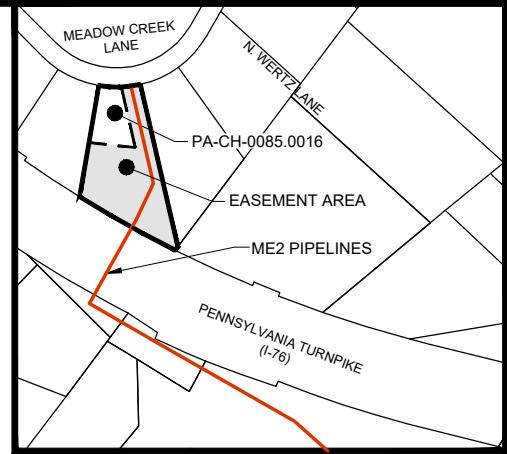
UPPER UWCHLAN TOWNSHIP CHESTER COUNTY, PENNSYLVANIA



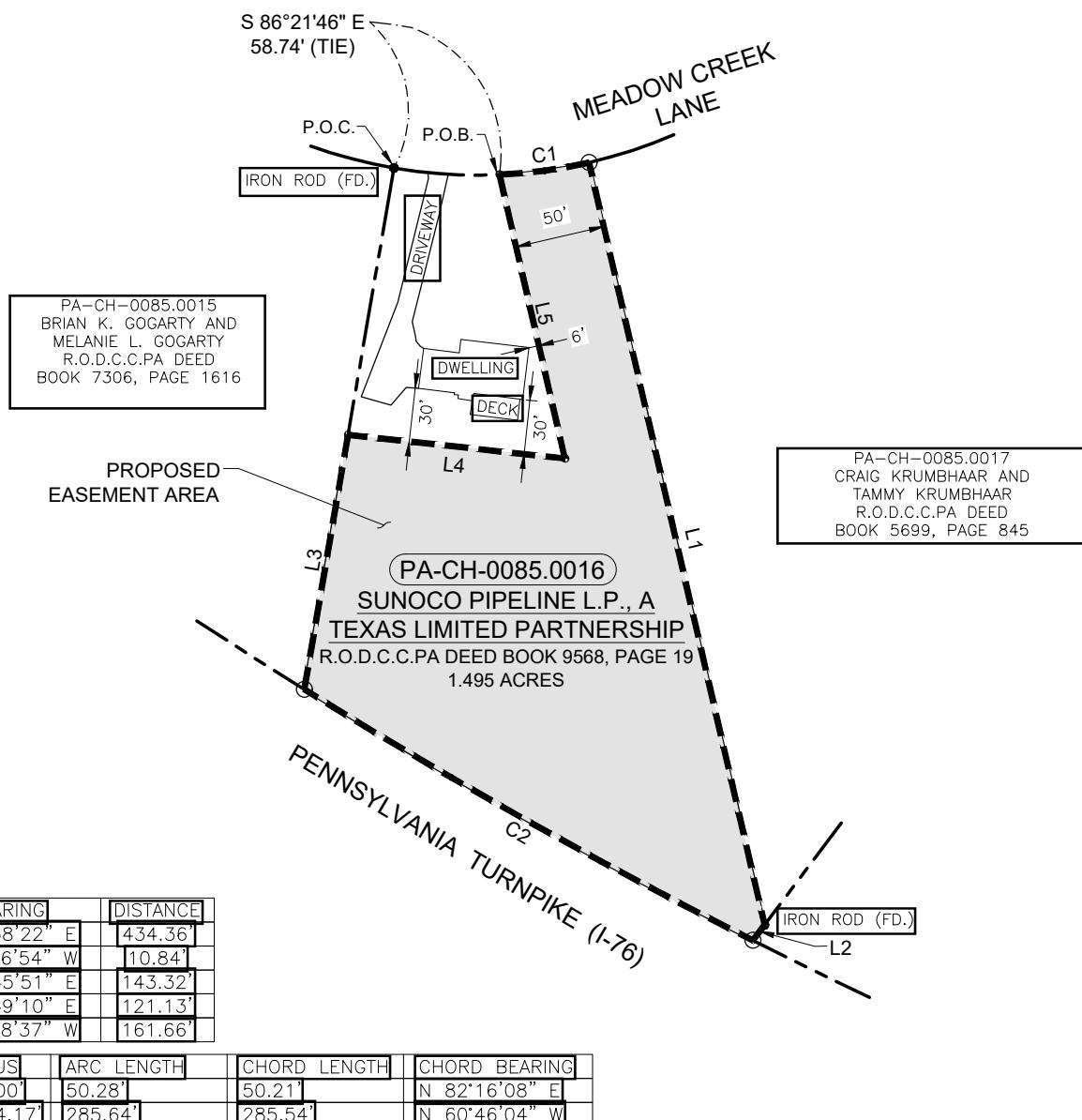
Scale: 1" = 100'

0 100 200
FEET FEET FEET

LEGEND	
R.O.D.C.C.PA.	CHESTER COUNTY RECORDER OF DEEDS, PA.
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
●	PROPERTY CORNER FOUND
○	PROPERTY CORNER NOT FOUND
○	PROPOSED VERTICE



VICINITY MAP
NOT TO SCALE



PROPOSED EASEMENT AREA: 1.18 ACRES

NOTES:

1. THE PURPOSE OF THIS PLAT IS TO SHOW THE LIMITS OF THE PROPOSED EASEMENT AREA THAT SUNOCO PIPELINE L.P., A TEXAS LIMITED PARTNERSHIP INTENDS TO RETAIN AFTER TRANSFER OF THE TITLE OF PROPERTY.
2. 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.
3. 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	5/29/20	ARG	ISSUED FOR REVIEW

PERMANENT EASEMENT & RIGHT OF WAY
CROSSING PROPERTY OF

SUNOCO PIPELINE L.P., A TEXAS LIMITED PARTNERSHIP

DRAWN BY: ARG DRAWN DATE: 5/29/20 CHECKED BY: DSL PLOT DATE: 5/29/20
TRACT NO. PA-CH-0085.0016 PAGE 1 OF 1

EXHIBIT D



UPPER UWCHLAN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA
ORDINANCE # 2016-05

AN ORDINANCE OF UPPER UWCHLAN TOWNSHIP, CHESTER COUNTY,
PENNSYLVANIA, AMENDING THE CODE OF UPPER UWCHLAN TOWNSHIP (Ordinance
#06-01) BY ADOPTING A NEW CHAPTER 110 TITLED "NOISE"

WHEREAS, property owners in the Township are entitled to the quiet use and enjoyment of their private property; and

WHEREAS, the Board of Supervisors of Upper Uwchlan Township has deemed it in the best interests and general welfare of the residents of the Township to regulate the hours in which noise producing work may be emitted within the Township;

NOW THEREFORE, the Board of Supervisors of Upper Uwchlan Township hereby enacts and ordains as follows:

SECTION 1. The Upper Uwchlan Township Code shall be amended to adopt a new Chapter 110 titled, "Noise" which shall provide as follows:

CHAPTER 110
NOISE

§110-1. Definitions. As used in this chapter, the following terms shall have the meanings indicated, unless a different meaning clearly appears from the context:

COMMERCIAL CONSTRUCTION

The operation of heavy construction equipment in construction or demolition projects.

CONSTRUCTION

Any site preparation, assembly, erection, repair, alteration, remodeling, or similar action, including demolition and removal of buildings or structures.

CONTIGUOUS LAND USE

Any land use bordering or abutting, whether divided by real property boundary or by real property boundary and public street.

CONTINUOUS SOUND

Any sound which is static, fluctuating or intermittent with a recurrence greater than one time in any fifteen-second interval.

DECIBEL (DB)

A numerical expression of the relative loudness of sound.

DEMOLITION

Any dismantling, destruction, or removal of buildings, structures or roadways.

EMERGENCY

Any occurrence or set of circumstances involving actual or imminent physical trauma or property damage which demands immediate action.

HEAVY CONSTRUCTION EQUIPMENT

Trucks with three or more axle and earthmoving grading equipment.

IMPULSIVE SOUND

Sound of short duration with an abrupt onset and rapid decay and an occurrence of not more than one time in any fifteen-second interval.

NOISE

Any sound which annoys or disturbs humans or which causes or tends to cause an adverse psychological or physiological effect on humans.

PLAINLY AUDIBLE SOUND

Any sound that can be detected by a person using his or her unaided hearing facilities.

PURE TONE

Any sound which can be distinctly heard as a single pitch or set of single pitches. For the purposes of this chapter, a pure tone shall exist if the 1/3 octave band sound pressure level in the band with the tone exceeds the arithmetic average of the sound pressure levels of the two contiguous 1/3 octave bands by 5 dB for center frequencies of 500 Hz and above, or by 8 dB for center frequencies between 160 Hz and 400 Hz and by 15 dB for center frequencies less than or equal to 125 Hz.

RECEIVING LAND USE

The land use which is a contiguous land use to the noise source.

SOUND

An oscillation in pressure, particle displacement, particle velocity or other physical parameter in a medium with internal forces that cause compression and rarefaction of that medium. The description of sound may include any characteristic of such sound, including duration, intensity and frequency.

SOUND DISSIPATIVE DEVICE

A noise-control device intended to abate or lessen the noise made by vehicles, equipment or machinery.

SOUND LEVEL

The weighted sound pressure level obtained by the use of a sound level meter and frequency weighting network, such as A, B, or C as specified in American National Standards Institute specifications for sound level matters (ANSI SI.4-1971, or the latest approved revision thereof). If the frequency weighting employed is not indicated, the A-weighting shall apply.

SOUND LEVEL METER

An instrument which includes a microphone, amplifier, RMS detector, integrator or time average, output meter and weighting networks used to measure sound pressure levels. The sound level meter used for testing purposes in accordance with this chapter shall meet the current American National Standard Institute specifications.

§110-2. Noise standards.

- A. Specific prohibited acts. The following actions are specifically prohibited regardless of the sound level which is emitted, unless otherwise exempted in this chapter:
 - (1) No person shall operate or permit the outdoor operation of any tools, equipment or machinery used for commercial construction, drilling or demolition, or in the

sweeping of parking lots in such a manner as to be plainly audible across a property line except between the hours of 7:00 a.m. until 7:00 p.m. Monday through Friday and from 9:00 a.m. to 5:00 p.m. on Saturdays. It shall be unlawful to operate or permit the outdoor operation of any tools, equipment or machinery used for commercial construction, drilling or demolition, or in the sweeping of parking lots in such a manner as to be plainly audible across a property line on Sundays and legal holidays (which shall include the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas).

- (2) No person shall operate or permit the outdoor operation of any powered tool, equipment or machinery (including but not limited to electrically powered saw, drill, sander, grinder, lawn or garden tool) in such a manner as to be plainly audible across a property line except between the hours of 7:00 a.m. until 9:00 p.m. every day of the week.
- (3) No person shall load or unload trucks or other motor vehicles or open, close or otherwise handle boxes crates, containers, building materials, garbage cans or other objects in such a manner as to be plainly audible across a property line except between the hours of 7:00 a.m. and 9:00 p.m. every day of week, except that municipal trash trucks may operate between the hours of 6:00 a.m. until 9:00 p.m. every day of the week.
- (4) No person shall repair, rebuild, or test or otherwise work on any motorcycle, motor vehicle, motorboat or aircraft outdoors in such a manner as to be plainly audible across a property line except between the hours of 7:00 a.m. until 9:00 p.m. every day of the week.

B. General performance standards/noise levels.

- (1) In those cases not specifically controlled by subsection (A) above, no person shall operate or cause to be operated on private or public property any source of continuous sound (any sound which is static, fluctuating or intermittent with a recurrence greater than one time in any fifteen-second interval) in such a manner as to create a sound level which exceeds the limits set forth for the receiving land use category in the following table when measured at or within the property boundary of the receiving land use. All measurements shall be made with a sound level meter which is in conformance with American Standards Association specifications.

(2) Continuous sound levels by receiving land use.

Receiving Land Use Category	Time	Sound Level Limit (dBA)
Residential, Public Space, Open Space	7:00 a.m. – 10:00 p.m.	65
	10:00 p.m. – 7:00 a.m.	60
Commercial or Business	7:00 a.m. - 10:00 p.m.	65
	10:00 p.m. – 7:00 a.m. plus Sundays and legal holidays	60
Industrial	At all times	70

(3) Correction for character of sound. For any source of sound which emits a pure tone, the maximum sound-level limits set forth in the above table shall be reduced by five (5) dBA. For any source of sound which emits an impulsive sound, the excursions of sound pressure level shall not exceed twenty (20) dBA over the ambient sound level, regardless of time of day or night of receiving land use, using the "fast" meter characteristics of Type II Meter, meeting the ANSI Specifications S1.4-1971.

(4) The maximum permissible sound level as listed in the previous table shall not apply to any of the following noise sources:

- a. The emission of sound for the purpose of alerting persons to the existence of an emergency or associated practice drills.
- b. Emergency work to provide electricity, water or other public utilities when public health or safety is involved.
- c. Domestic power tools.
- d. Agriculture.
- e. Public celebrations, when specifically authorized by the Township.

(5) Motor vehicle operations shall not exceed the noise levels established in Chapter 157 of Title 67 of the Pennsylvania Code of Regulations, Subchapter B, Established Sound Levels.

§110-3. Administration and enforcement.

The Upper Uwchlan Township Police and the Upper Uwchlan Township Zoning Officer shall have the power to administer the terms of this chapter, investigate complaints and prosecute violations of this chapter in accordance with Section 4 of this chapter. When enforcing the terms of this chapter, the Police and Zoning Officer may retain consultants and engineers with experience in measuring sound levels with the use of sound level meters.

§110-4. Violations and penalties.

Any person who violates or permits the violation of any provision of this chapter shall, upon conviction thereof in a summary proceeding brought before a District Justice under the Pennsylvania Rules of Criminal Procedure, be guilty of a summary offense, and shall be subject to the payment of a fine of not less than \$100 and not more than \$1,000, plus the costs of prosecution. In default of payment thereof, the defendant may be sentenced to imprisonment in the county prison for a term of not more than thirty (30) days. Each section of this chapter violated shall constitute a separate offense, and each day or portion thereof in which a violation of this chapter is found to exist shall constitute a separate offense, each of which violations shall be punishable by a separate fine imposed by the District Justice of not less than \$100 and not more than \$1,000, plus costs of prosecution, or upon default of payment thereof, the defendant may be sentenced to imprisonment in the county prison for a term of not more than thirty (30) days. All fines and penalties collected for violation of this chapter shall be paid to the Township Treasurer.

SECTION 2. Section 200-82.F shall be deleted in its entirety.

SECTION 3. Severability. If any term, condition, or provision of this chapter shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective.

SECTION 4. Repealer. All Ordinances or parts of Ordinances conflicting with any provisions of this Ordinance are hereby repealed insofar as the same affects this Ordinance.

SECTION 5. Effective Date. This Ordinance shall become effective five (5) days from the date of enactment.

ENACTED this 16 th day of May, 2016.

UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS

Guy A. Donatelli, Chair

Kevin C. Kerr, Vice-Chair

Jamie W. Goncharoff, Member

ATTEST:

Gwen A. Jonik
Gwen A. Jonik, Township Secretary

EXHIBIT E

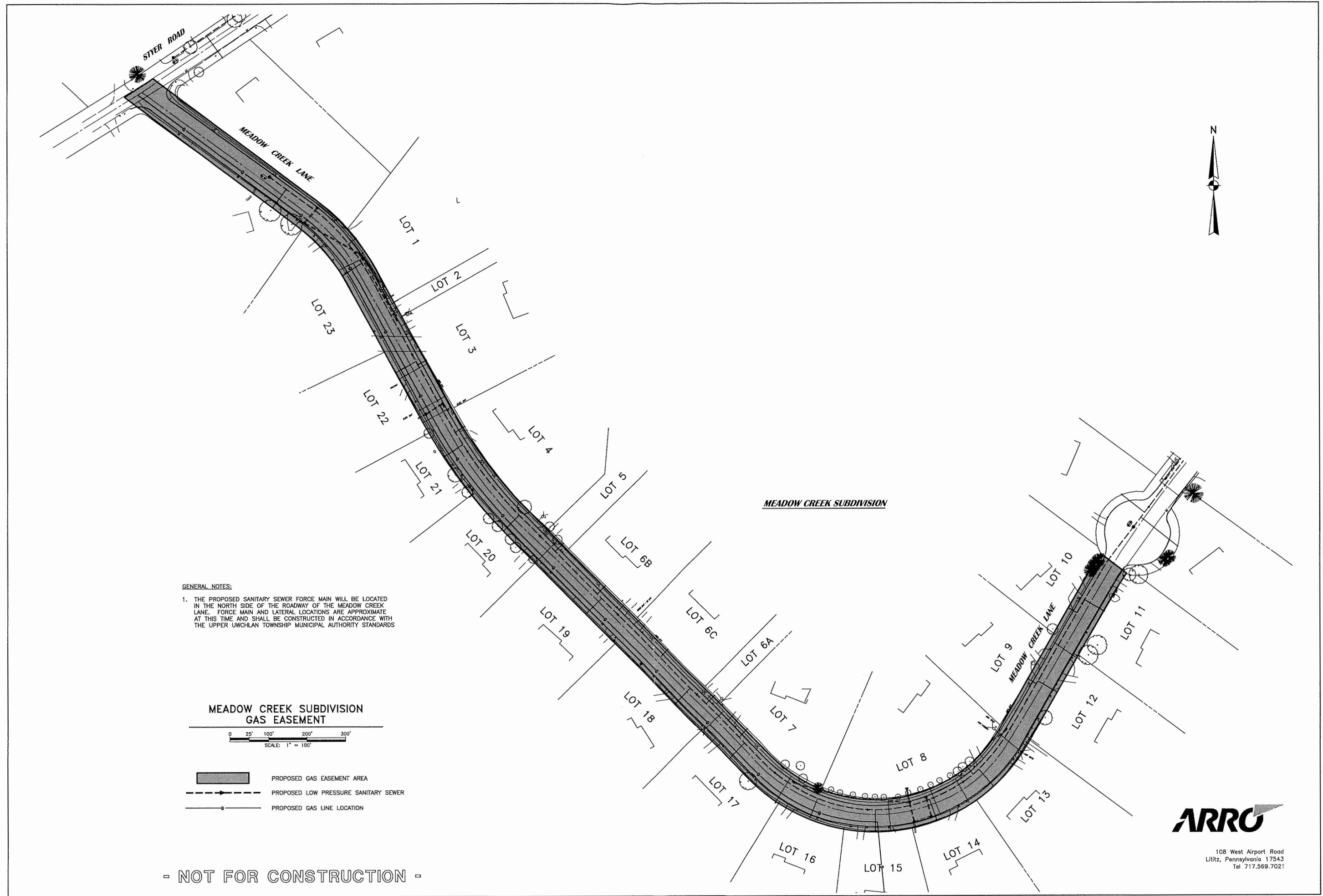


EXHIBIT F



UPPER UWCHLAN TOWNSHIP
140 Pottstown Pike, Chester Springs, PA 19425
(610) 458-9400

ROAD OCCUPANCY PERMIT

Permit # _____

1. Permit will be issued to:

Name _____
Address _____
State _____ Zip Code _____

2. Contractor performing work:

Name _____
Address _____
State _____ Zip Code _____
Email _____ Phone _____

3. Location of construction

Road/Route/Street _____
Nearest structure address _____

4. Description of Construction:

5. Note Attachments

Instructions Diagram of specifications

6. Permit Status

Approval: _____
Day _____ Month _____ Year _____

Expiration Date: _____
Day _____ Month _____ Year _____

7. _____

Township Official _____ *Date* _____

8. Permit Fee: \$ _____

**PLEASE READ THE FOLLOWING
CAREFULLY**

Where permittee fails to comply with the condition as to completion of work by the time specified, the following rules will govern:

- a) Failure to start work by date specified for completion. Permit will be cancelled unless permittee desires an extension of time, in which case a supplemental permit may be issued.
- b) Work started and not completed by specified date. Permittee will notify Township, prior to expiration of allotted time, of inability to complete the work on or before the date specified and request an extension of time. Such request shall be accompanied by the prescribed fee.
- c) Permittee not desirous of carrying out proposed work on account of change in conditions affecting it. Permittee will notify the Township prior to the date specified for completion of that work will not be carried forward, returning the permit with such notice. The fees to be paid under the conditions in (a), (b), and (c) apply only to permit for which fees are collected in accordance with the fixed schedule.

All notices relative to time extensions or cancellations shall be forwarded to the Township which issued the original permit.



UPPER UWCHLAN TOWNSHIP

ROAD CONSTRUCTION SPECIFICATIONS

For Utility Cuts

In no case shall the subgrade consist of existing fill, topsoil, frozen material, deleterious material (Tree roots, stumps, leaves, branches, trash, stones exceeding 6 inches in diameter or longest dimension, construction debris;) or plastic or wet soils.

New fill (2A or 3A only) shall be compacted in a maximum depth of 12 inch lifts, at the discretion of the Township Engineer.

The subgrade shall be compacted tight and dry and shall not be soft and spongy when checked. Compaction of the subgrade shall extend the full width of the cartway, including the width to be occupied by shoulders where applicable. The required road crown shall be built into the shaped subgrade.

BASE COURSE

Crushed Aggregate Base Course - AASHTO NUMBER-3 equivalent to PennDOT Number 3A Stone.

4 inch minimum: Bituminous Concrete Base Course (BCBC). Superpave asphalt mixture design: HMA base course, PG 64-22, 3.0 to 10.0 million ESALs, 25.0 mm mix, five-inch depth in accordance with PennDOT Publication 408, Section 409, latest edition.

BINDER COURSE

3 inch minimum: Bituminous Binder Course. Superpave asphalt mixture design, HMA binder course, PG 64-22, 3.0 to 10.0 million ESALs, 19.0 mm mix, three-inch depth meeting the requirements of PennDOT Publication 408, Section 409, latest edition, shall be applied over the base course. In no case shall the binder course be applied over a frozen, saturated or excessively dirt-laden base course. The binder course shall be applied only when the temperature is at least 45° F. and rising.

WEARING COURSE

1½ inch minimum: Bituminous Wearing Course. After proper cleaning, repairing and preparation of the binder course as directed by the Township Engineer, a Superpave asphalt mixture design, HMA wearing course, PG 64-22, 3.0 to 10.0 million ESALs, 9.5 mm mix, one-and-five-tenths-inch depth, SRL-H shall be placed over the binder course. The wearing course shall be applied only when the temperature is at least 45° F. and rising.

TEMPORARY WEARING COURSE

When a temporary Binder and Wearing Course are to be applied, it shall be a minimum of 3 inches in thickness.

SEALING

All street openings are to be sealed upon completion with PG 64-22 joint seal, applied in neat lines with a minimum width of six inches (PennDOT Publication 408, Section 702, latest edition).

Chapter 162. Subdivision and Land Development

Article V. Street Design Standards

§ 162-38. Private driveways.

A.

General.

(1)

Any person, partnership or corporation wishing to construct or alter a driveway onto a public right-of-way shall first make application to the Building Code Officer or other designated official of the Township, present plans and obtain a permit for said construction.

(2)

No building permit will be issued without first obtaining a permit to construct such driveway.

(3)

Private driveways, whether individual or common, on center lots shall be located at least 50 feet for local roads and 100 feet for collector and arterial roads from the point of intersection of the nearest street right-of-way lines. For any lots other than corner lots, driveways shall be located at least 100 feet from the point of intersection of the nearest street right-of-way lines.

B.

Plans. A plan shall be submitted with each application which shall include at least the following:

(1)

Site plan of driveway within 25 feet of public right-of-way and 25 feet to each side of center line of the driveway;

(2)

Adjacent driveways or streets within 100 feet;

(3)

Profile of driveway with existing and proposed grading within the area of the site plan and existing or proposed public road.

C.

Construction.

(1)

Grade. The driveway within the legal right-of-way of the public road shall not have a grade in excess of 5%. So much of the driveway that extends from the legal right-of-way for a distance of 25 feet shall not have a grade exceeding 16%.

(2)

Material. The driveway shall be constructed with a base of Pennsylvania 3A stone compacted to four inches and a surface of a minimum of 1 1/2 inch ID-2 bituminous wearing course.

(3)

Width. No driveway shall be less than 12 feet wide within the limits of the legal right-of-way.

(4)

Unobstructed site distance. No permit shall be issued for any driveway, nor shall any driveway be constructed whereon the site distance from a point 12 feet from the edge of the cartway of the public road

upon which the driveway opens is less than 100 feet in either direction with respect to the view of oncoming traffic.

(5)

A minimum of one parking space within the right-of-way but off the paved cartway shall be provided where the grade beyond the right-of-way exceeds 8%.

D.

Drainage.

(1)

The gutter line, wherever possible, shall be maintained as a paved swale. It shall have a maximum depth of four inches and a minimum width of 24 inches.

(2)

A pipe may only be placed under the drive entrances when approved by the Township Engineer. The condition where a pipe will be accepted will be governed by the gutter depth on each side of the drive. The minimum pipe size under driveway will be determined by the Township Engineer.