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ATTORNEYS FOR PLAINTIFFS

CORNER PARK ASSOCIATES GP, INC., trading
as CORNER PARK ASSOCIATES, LP
707 Eagleview Blvd.
Exton, PA 19341

IN THE COURT OF COMMON PLEAS
CHESTER COUNTY

730 STOCKTON DRIVE ASSOCIATES GP, INC.,
trading as 730 STOCKTON DRIVE ASSOCIATES,
L.P.
707 Eagleview Blvd.
Exton, PA 19341

NO. _____

260 SIERRA DRIVE GP, INC., trading as
260 SIERRA DRIVE, L.P.
707 Eagleview Blvd.
Exton, PA 19341

HANKIN FLP, INC., trading as
HANKIN FAMILY LIMITED PARTNERSHIP
707 Eagleview Blvd.
Exton, PA 19341

Plaintiffs,

v.

SUNOCO PIPELINE L.P.
525 Fritztown Road
Sinking Spring, PA 19608

Defendant.

COMPLAINT

Plaintiffs, Corner Park Associates GP, Inc., trading as Corner Park Associates, LP
("Corner Park LP"), 730 Stockton Drive Associates GP, Inc., trading as 730 Stockton Drive
Associates, L.P. ("730 Stockton Drive LP"), 260 Sierra Drive GP, Inc., trading as 260 Sierra

Drive, L.P. (“260 Sierra Drive LP”), and Hankin FLP, Inc., trading as Hankin Family Limited Partnership (“Hankin Family LP”) (collectively, “Plaintiffs”), by and through their counsel, Fox Rothschild LLP, file this Complaint against Defendant, Sunoco Pipeline, L.P. (“Sunoco Pipeline”). In support, Plaintiffs aver as follows:

THE PARTIES

1. Corner Park LP is a Pennsylvania limited partnership with a principal place of business located at 707 Eagleview Blvd., Exton, Pennsylvania 19341.

2. Corner Park Associates GP, Inc. (“Corner Park Inc.”), is a Pennsylvania corporation with a principal place of business located at 707 Eagleview Blvd., Exton, Pennsylvania 19341.

3. Corner Park Inc. is the general partner of Corner Park LP.

4. 730 Stockton Drive LP is a Pennsylvania limited partnership with a principal place of business located at 707 Eagleview Blvd., Exton, Pennsylvania 19341.

5. 730 Stockton Drive Associates GP, Inc. (“730 Stockton Drive Inc.”), is a Pennsylvania corporation with a principal place of business located at 707 Eagleview Blvd., Exton, Pennsylvania 19341.

6. 730 Stockton Drive Inc. is the general partner of 730 Stockton Drive LP.

7. 260 Sierra Drive LP is a Pennsylvania limited partnership with a principal place of business located at 707 Eagleview Blvd., Exton, Pennsylvania 19341.

8. 260 Sierra Drive GP, Inc., is a Pennsylvania corporation with a principal place of business located at 707 Eagleview Blvd., Exton, Pennsylvania 19341.

9. 260 Sierra Drive GP, Inc., is the general partner of Sierra Drive LP.

10. Hankin Family LP is a Pennsylvania limited partnership with a principal place of business located at 707 Eagleview Blvd., Exton, Pennsylvania 19341.

11. Hankin FLP, Inc. is a Pennsylvania corporation with a principal place of business located at 707 Eagleview Blvd., Exton, Pennsylvania 19341.

12. Hankin FLP, Inc. is the general partner of Hankin Family LP.

13. Sunoco Pipeline is a Texas limited partnership with a principal place of business in Pennsylvania located at 525 Fritztown Road, Sinking Spring, Pennsylvania 19608.

14. Sunoco Logistics Partners Operations GP, LLC (“Sunoco Logistics”) is a Delaware limited liability company with a principal place of business located at 525 Fritztown Road, Sinking Spring, Pennsylvania 19608.

15. Sunoco Logistics is the general partner of Sunoco Pipeline.

JURISDICTION AND VENUE

16. Jurisdiction and venue are appropriate in the Chester County Court of Common Pleas because Plaintiffs’ principal places of business are in Chester County, Sunoco Pipeline regularly conducts business throughout Chester County, and this case concerns easements involving real property located exclusively in Chester County.

17. The amount in controversy, exclusive of interest and costs, exceeds \$50,000.

FACTUAL BACKGROUND

18. Plaintiffs are in the business of owning, developing, leasing, and managing real property throughout Chester County, Pennsylvania.

19. In December 2013, Sunoco Pipeline approached Plaintiffs and expressed interest in obtaining temporary access to certain portions of Plaintiffs’ properties as part of Sunoco Pipeline’s construction of the Mariner East 2 natural gas liquids pipeline (“Mariner East”).

20. Sunoco Pipeline pursued the construction of Mariner East to transport domestically produced ethane, propane, and butane from processing plants in Ohio across West Virginia and Pennsylvania, through Chester County, to the Marcus Hook Industrial Complex in Delaware County, Pennsylvania.

21. In the Spring of 2015, Michael Niemiec and Alyssa Portillo of Percheron Field Services (“Percheron”), the right of way acquisition agent for Sunoco Pipeline, contacted representatives of Plaintiffs and, on behalf of Sunoco Pipeline, requested Plaintiffs’ cooperation relating to the construction of Mariner East.

22. Sunoco Pipeline’s requests led to the negotiation of agreements for easements relating to the following properties:

NAME	OWNER	STREET ADDRESS	PARCEL ID NO.
The Corner Park Property	Corner Park LP	807 E. Boot Rd. West Chester, PA 19380	41-06-0057.0000
The New Kent Property	Hankin Family LP	Boot Rd. and North Chester Rd. West Chester, PA 19380	53-04-0076.0000
The Stockton Drive Property	730 Stockton Drive LP	730 Stockton Dr. Exton, PA 19341	32-03-0081.0900
The Sierra Drive Property	Sierra Drive LP	260 Sierra Dr. Exton, PA 19341	32-03-0081.12

(collectively, the “Properties”).

The Easement Agreements

23. From May 2015, until February 3, 2016, Plaintiffs negotiated the Easement Agreements (defined below) with Percheron relating to the Properties.

24. Percheron represented Sunoco Pipeline in the negotiation of the Easement Agreements.

25. During the negotiations of the Easement Agreements, Percheron, on behalf of Sunoco Pipeline, made certain representations regarding Sunoco Pipeline’s planned activities on the Properties.

26. Specifically, Percheron represented, among other things, the following:

- a. Sunoco Pipeline would operate in a reasonable and workmanlike manner;
- b. Sunoco Pipeline would take efforts to minimize the impact and damages of its work on the Properties; and
- c. Sunoco Pipeline would complete its work and repair any damages caused by its work on the Properties within or before the expiration of the timeframe allotted in the Easement Agreements—eighteen (18) months from the commencement of construction.

The representations stated above are hereinafter referred to as “the Sunoco Representations.”

27. Percheron made the Sunoco Representations to induce Plaintiffs to enter into the Easement Agreements.

28. Plaintiffs relied upon the Sunoco Representations when they entered into the Easement Agreements.

29. On February 3, 2016, Plaintiffs and Sunoco Pipeline entered into the following Easement Agreements through which Plaintiffs individually granted to Sunoco Pipeline certain temporary access to the Properties for the construction of Mariner East:

NAME	PROPERTY	GRANTOR	GRANTEE	TRUE AND CORRECT COPY ATTACHED AS
The Corner Park Agreement	The Corner Park Property	Corner Park LP	Sunoco Pipeline	Exhibit 1
The New Kent Agreement	The New Kent Property	Hankin Family LP	Sunoco Pipeline	Exhibit 2
The Stockton Drive Agreement	The Stockton Drive Property	730 Stockton Drive LP	Sunoco Pipeline	Exhibit 3
The Sierra Drive Agreement	The Sierra Drive Property	260 Sierra Drive LP ¹	Sunoco Pipeline	Exhibit 4

¹ At the time of the Sierra Drive Agreement, The Hankin Group owned the Sierra Drive Property and entered into the Sierra Drive Agreement with Sunoco Pipeline. The Hankin Group was later renamed “Hankin Group.” On July 14, 2016, Hankin Group transferred ownership of the Sierra Drive Property to 260 Sierra Drive LP. By virtue of this transfer, 260 Sierra Drive LP became the Grantor under the Sierra Drive Agreement.

(collectively, the “Easement Agreements”).

30. Through the Easement Agreements, Plaintiffs granted to Sunoco Pipeline the following rights:

[A] non-exclusive free and unobstructed permanent easement which shall be twenty-five feet (25’) on either side of a centerline more fully described on Exhibit “A” [to the Easement Agreements], in order to construct, operate and maintain two (2) pipelines, not to exceed twenty-four inches (24”) in nominal pipe diameter (the “Pipelines”) and above-ground markers and cathodic protection leads, in, over, through, across, under, and along land owned by [Plaintiffs] described in the attached plat . . . attached [to the Easement Agreements] as Exhibit “A” and the legal description of the permanent easement (“Permanent Easement”) and temporary easement (“Temporary Easement”) areas attached [to the Easement Agreements] as Exhibit “B”.

...

a Temporary Easement on the Property, as shown on Exhibits “A” and “B” [to the Easement Agreements], in order to construct the Pipelines in, over, through, across, under, and along the Property, and to otherwise exercise the rights granted to [Sunoco Pipeline] provided herein. The term of the Temporary Easement shall be for a period to extend eighteen (18) months per line from the date of commencement of construction of each Pipeline on the property. However, if [Sunoco Pipeline] has completed its use of this Temporary Easement prior to the expiration of the two periods of eighteen (18) months each and so states in writing, then the Temporary Easement shall immediately terminate, unless and until such time as an additional pipeline is installed, at which time the Temporary Easement shall renew for the same length of time specified in this paragraph.

[**Exhibit 1**, Corner Park Agreement, at p. 1; **Exhibit 2**, New Kent Agreement, at p. 1;

Exhibit 3, Stockton Drive Agreement, at p. 1; **Exhibit 4**, Sierra Drive Agreement, at p. 1]

31. In exchange for temporary access to the Properties, as stated in the Easement Agreements, Sunoco Pipeline agreed to pay to Plaintiffs the “market value of the Permanent Easement and the Temporary Easement.” [**Exhibit 1**, Corner Park Agreement, at p. 2; **Exhibit 2**, New Kent Agreement, at p. 2; **Exhibit 3**, Stockton Drive Agreement, at p. 2; **Exhibit 4**, Sierra Drive Agreement, at p. 2].

32. Sunoco Pipeline also agreed to pay for any and all “reasonable damages” and “reasonably anticipated damages” to the Properties as a result of Sunoco Pipeline’s activities at the Properties. [**Exhibit 1**, Corner Park Agreement, at p. 2; **Exhibit 2**, New Kent Agreement, at p. 2; **Exhibit 3**, Stockton Drive Agreement, at p. 2; **Exhibit 4**, Sierra Drive Agreement, at p. 2].

The Corner Park Property

33. The Corner Park Property has the following legal description:

ALL THAT CERTAIN tract of land situate in West Whiteland Township, Chester County, Pennsylvania, as shown on a plan entitled “Plan of ALTA/ACSM Land Title Survey for Northwyn Court Apartments” prepared by Commonwealth Engineers, Inc., Downingtown, PA, Drawing No. 20143-1(C), dated October 28, 2014, identified as the subject tract for the existing Northwyn Court Apartments, and being more fully described as follows;

Beginning at a point located in Boot Road, also known as State Route 2020 (SR 2020) said point being the southwestern corner of the tract according to the above-referenced plan and the true point of BEGINNING;

Thence leaving Boot Road and along a shared line of a subdivision named Glen Ridge, by various owners, and

Crossing an iron pin set online at a distance of 18.74 feet,

North 37°20’00” East, a total distance of 724.23 feet to a point located in Ship Road, also known as State Route 1001 (SR 1001);

Having passed over another iron pin set 19.33 feet from point in Ship Road, Thence along Ship Road the following two courses and distances:

1. South 36°02’02” East, a distance of 368.36 feet to a point;
2. South 36°03’48” East, a distance of 30.00 feet to a point;

Thence leaving Ship Road along lands of J&R Real Estate and passing through an iron pin set online at distance 18.19 feet, South 22°16’00” West, a total distance of 437.35 feet to a point in Boot Road, having passed over another iron pin set 19.43 feet from point in Boot Road; thence along Boot Road the following three courses and distances:

1. North 71°32’30” West, a distance of 28.70 feet to a point;
2. North 73°12’30” West, a distance of 293.65 feet to a point;

North 74°01'40" West, a distance of 207.50 feet to the point and place of Beginning.

Containing 5.804 ACRES, be same, more or less.

A true and correct copy of the deed to the Corner Park Property is attached as **Exhibit 5** and incorporated herein by reference.

34. The Corner Park Property contains three (3) residential apartment buildings, owned and operated by Corner Park LP.

35. Currently, the Corner Park Property contains a total of fifty-two (52) apartment units for residential living.

36. In April 2017, Sunoco Pipeline commenced construction activities at the Corner Park Property relating to Mariner East.

37. Sunoco Pipeline's initial activities at the Corner Park Property included the following:

- a. excavating a significant amount of soil in the northeastern corner of the Corner Park Property for an area to store and operate equipment for drilling operations (the "Corner Park Easement Area");
- b. removing all grass and foliage from the Corner Park Easement Area; and
- c. laying materials, including rock and wood, on the ground level for vehicles and equipment.

38. The Corner Park Easement Area occupies the area between Ship Road and 807 Boot Road, which is the northernmost building on the Corner Park Property.

39. All of the twenty (20) apartments in the 807 Boot Road building have decks or patios that look out onto the Corner Park Easement Area, which is only ten (10) feet away from the building.

40. Sunoco Pipeline failed to install adequate visual and sound barriers between the Corner Park Easement Area and 807 Boot Road.

41. Sunoco Pipeline's activities in the Corner Park Easement Area continued through the Spring of 2018.

42. On approximately May 1, 2018, Sunoco Pipeline ceased operations at the Corner Park Property, but Sunoco Pipeline failed to remove its equipment and materials from the Corner Park Easement Area.

43. In fact, Sunoco Pipeline left the Corner Park Property in a state of disrepair.

44. Specifically, Sunoco Pipeline left materials, including large piles of dirt, within the Corner Park Easement Area, which attract rodents and vermin.

45. On January 23, 2019, Corner Park LP issued to Sunoco Pipeline a notice to vacate the Corner Park Property (the "Corner Park Notice to Vacate"). A true and correct copy of the Corner Park Notice to Vacate is attached as **Exhibit 6** and incorporated herein by reference.

46. As stated in the Corner Park Notice to Vacate, Sunoco Pipeline commenced construction at the Corner Park Property in April 2017, marking October 31, 2018, as the date of expiration of Sunoco Pipeline's rights under the Corner Park Easement Agreement. [**Exhibit 6**, Notice to Vacate, at p. 1].

47. Sunoco Pipeline failed to vacate the Corner Park Property by October 31, 2018.

48. In the Corner Park Notice to Vacate, Corner Park LP demanded that Sunoco Pipeline do the following:

a. immediately cease all pipeline construction activities occurring within the Corner Park Easement Area;

- b. remove all of Sunoco Pipeline's construction equipment, pipes, machinery, and other pipeline-related materials from the Corner Park Easement Area; and
- c. restore the affected areas of the Corner Park Property to the condition that existed prior to the commencement of pipeline construction activity.

[*Id.*].

49. To date, Sunoco Pipeline has failed to comply with the Corner Park Notice to Vacate.

50. The Corner Park Easement Area remains in the same condition that existed when Sunoco Pipeline conducted activities at the Corner Park Property.

51. Sunoco Pipeline has failed to remediate the significant damages that it caused to the Corner Park Property, including, without limitation, the following:

- a. the excavated portion of the Corner Park Easement Area remains excavated;
- b. the grass and foliage removed by Sunoco Pipeline from the Corner Park Easement Area have not been replaced;
- c. the lack of grass and foliage in the Corner Park Easement Area has caused damage from excessive runoff during rainstorms; and
- d. harm to the value of the Corner Park Property, including the units in 807 Boot Road, which look out on the Corner Park Easement Area that is less than ten (10) feet away.

52. Pictures of the current state of the Corner Park Easement Area are attached as **Exhibit 7** and incorporated herein by reference.

53. Sunoco Pipeline's activities at the Corner Park Property have also caused Corner Park LP to incur damages in the form of lost rents, loss of the use of the real property, and diminution in property value.

54. Specifically, the damages in the Corner Park Easement Area have inhibited efforts to rent units in 807 Boot Road, and compelled Corner Park LP to decrease rent for units in 807 Boot Road to do so.

55. Apartment units at 807 Boot Road remain vacant on average three (3) months longer than comparable apartments and rent for twenty-five percent (25%) to thirty-five percent (35%) less than comparable apartments unaffected by pipeline construction.

56. Further, based on the current status of the Corner Park Easement Area, Corner Park LP has incurred damages relating to the development of the Corner Park Property.

57. Specifically, due to Sunoco Pipeline's continued possession of the Corner Park Easement Area, Corner Park LP cannot install an emergency access from Corner Park Property to Ship Road (the "Emergency Access").

58. Without a completed Emergency Access, Corner Park LP cannot close out its Highway Occupation Permit ("HOP") and must take efforts to renew the permit every year the HOP remains open.

59. Further, West Whiteland Township is holding \$31,215 in escrow relating to the development of the Corner Park Property and will not release those escrow funds before completion of the Emergency Access and landscaping that must be placed in the Corner Park Easement Area currently occupied by Sunoco Pipeline.

60. Corner Park LP has also incurred damages in the form of lost interest relating to the amounts held in escrow by West Whiteland Township.

The New Kent Property

61. The New Kent Property has the following legal description:

ALL THAT CERTAIN tract or parcel of land situate in East Goshen Township, Chester County, Pennsylvania, bounded and described according to an ALTA/ACSM Land Title Survey made for Hankin Family Limited Partners by Hopkins and Scott, Inc. Registered Surveyors of Kimberton, PA; dated September 10, 2010 and last revised 10/25/2010, as follows, to wit:

BEGINNING at a point at the intersection of the title line in the bed of Chester Road (Route #352) and the title line in the bed of Boot Road; thence along the said title line in the bed of the said Boot Road the 6 following courses and distances: (1) North 24 degrees 49 minutes 54 seconds West 266.75 feet to a point (2) North 41 degrees 59 minutes 18 seconds West 113.01 feet to a point; (3) North 53 degrees 51 minutes 07 seconds West 100.60 feet to a point; (4) North 56 degrees 12 minutes 52 seconds West 97.75 feet to a point; (5) North 62 degrees 27 minutes 28 seconds West 624.50 feet to a point; (6) North 65 degrees 07 minutes 50 seconds West 473.31 feet to a point a corner of lands of Boot Road Associates; thence along the said land the three (3) following courses and distances: (1) leaving said title line in the bed of the said Boot Road and crossing the Northerly side thereof North 3 degrees 51 minutes 20 seconds East 427.36 feet to a point; (2) North 72 degrees 21 minutes 20 seconds East 128.90 feet to a point; and (3) South 89 degrees 43 minutes 42 seconds East 574.43 feet to a stone a corner of land of East Goshen School District; thence along the said land of West Chester Area School District the two (2) following courses and distances: (1) North 69 degrees 02 minutes 18 seconds East 514.86 feet to a point; (2) North 6 degrees 39 minutes 36 seconds West 316.98 feet to a point a corner of land of Linda Waterhouse-Koski; thence along the said land the two (2) following courses and distances: (1) South 88 degrees 35 minutes 50 seconds East 51.44 feet to a point and (2) North 45 degrees 22 minutes 20 seconds East 85.00 feet to a point a corner of land of Kenneth and Carol Fryberger; thence along the said land South 88 degrees 10 minutes 00 seconds East 157.19 feet crossing the Westerly side of the said Chester Road, to a point on the title line in the bed of Chester Road; thence along the said title line of Chester Road, South 00 degrees 10 minutes 39 seconds West 271.30 feet to a point a corner of land of Constance K. Bain; thence along the said land of same the three (3) following courses and distances: (1) leaving the said title line in the bed of said Chester Road and crossing the Westerly side thereof South 88 degrees 01 minutes 10 seconds West 180.00 feet to a point; (2) South 1 degree 58 minutes 50 seconds East 150.00 feet to a point and (3) North 88 degrees 01 minute 10 seconds East 180.00 feet crossing the said Westerly side of the Chester Road to a point on the said title line in the bed of Chester Road; thence along the said title line in the bed of Chester Road the three (3) following courses and distances: (1) South 1 degree 45 minutes 15 seconds East 601.50 feet to a point of curve; (2) along the arc of a circle curving to the right having a radius of 1,051.20 feet the arc distance of 199.41 feet and a chord of South 03 degrees 40 minutes 49 seconds West 199.11 feet to a point of

tangent (3) South 9 degrees 06 minutes 52 seconds West 730.91 feet to the first mentioned point and place of beginning.

EXCEPTING AND RESERVING THEREOUT AND THEREFROM ALL THAT CERTAIN tract or parcel of land situate in East Goshen Township, Chester County, Pennsylvania, being described as the right of way required for the improvements to the intersection of Boot Road (L.R. 15097) and Chester Road (L.R. 179) as shown on the construction improvements plan for State Road 0352, Section 020 and State Route 2020, Section 020 and also known on a plan of property of Marydell Apartments, dated 9/24/87, both plans prepared by SWK, Ltd., Architects and Engineers, Malvern, PA, and being more fully described as follows:

BEGINNING at a point at the intersection of the title line in the bed of Chester Road, Route #352, SR 352, and the title line in the bed of Boot Road, SR 2020; thence along the said title line in the bed of said Boot Road, North 24 degrees 49 minutes 54 seconds West 266.75 feet to a point; thence leaving the said title line of Boot Road, North 56 degrees 35 minutes 25.2 seconds East 22.755 feet to a point being the Easterly right of way line of Boot Road; thence South 37 degrees 09 minutes 57.1 seconds East 50.869 feet to a point; thence along the arc of a circle curving to the left having a radius of 13.00 feet the arc distance of 20.421 and a chord of South 82 degrees 10 minutes 06 second East 18.39 feet to a point of compound curve; thence along the arc of a circle curving to the left having a radius of 132.74 feet to the arc distance of 100.885 feet and a chord of North 31 degrees 03 minutes 23 seconds East 98.47 feet to a point; thence crossing the Westerly right of way line of Chester Road South 80 degrees 53 minutes 08.1 seconds East 40.24 feet (22.5 feet in deed) to a point in the title line of Chester Road; thence along the said title line South 09 degrees 06 minutes 52 seconds West 293.14 feet to the first mentioned point and place of beginning.

BEING Chester County UPI NO. 53-4-76.

BEING the same premises which Henrietta Hankin, by Indenture bearing date the 2nd day of January, A.D., 1998 and recorded at West Chester in the Office for the Recording of Deeds, in and for the County of Chester in Record Book 4283 page 90, granted and conveyed unto Hankin Family Limited Partnership, in fee.

62. A true and correct copy of the deed to the New Kent Property is attached as

Exhibit 8 and incorporated herein by reference.

63. The New Kent Property contains twenty-seven (27) residential apartment buildings, owned and operated by Hankin Family LP.

64. Currently, the New Kent Property contains a total of 420 apartment units for residential living.

65. In April 2017, Sunoco Pipeline commenced construction activities at the New Kent Property relating to Mariner East.

66. Sunoco Pipeline's initial activities at the New Kent Property included the following:

- a. excavating a significant amount of soil in the area along Boot Road and North Chester Road to store and operate equipment for drilling operations (the "New Kent Easement Area");
- b. removing all grass and foliage from the New Kent Easement Area;
- c. installing wall-type structures in and around the Boot Road and North Chester Road;
- d. removing the "New Kent" monument style sign from the New Kent Easement Area; and
- e. laying materials, including rock and wood, on the ground level for vehicles and equipment.

67. Several of the apartments at the New Kent Property have decks or patios that look out onto the New Kent Easement Area.

68. In the Spring of 2018, Sunoco Pipeline ceased operations at the New Kent Property, but Sunoco Pipeline failed to remove its equipment and materials from the New Kent Easement Area.

69. In fact, Sunoco Pipeline left the New Kent Property in a state of disrepair.

70. On January 23, 2019, Hankin Family LP issued to Sunoco Pipeline a notice to vacate the New Kent Property (the “New Kent Notice to Vacate”). A true and correct copy of the New Kent Notice to Vacate is attached as **Exhibit 9** and incorporated herein by reference.

71. As stated in the New Kent Notice to Vacate, Sunoco Pipeline commenced construction at the New Kent Property in April 2017, marking October 31, 2018, as the date of expiration of Sunoco Pipeline’s rights under the New Kent Easement Agreement. [**Exhibit 9**, New Kent Notice to Vacate, at p. 1].

72. Sunoco Pipeline failed to vacate the New Kent Property by October 31, 2018.

73. In the New Kent Notice to Vacate, Hankin Family LP demanded that Sunoco Pipeline do the following:

a. immediately cease all pipeline construction activities occurring within the New Kent Easement Area;

b. remove all of Sunoco Pipeline’s construction equipment, pipes, machinery, and other pipeline-related materials from the New Kent Easement Area; and

c. restore the affected areas of the New Kent Property to the condition that existed prior to the commencement of pipeline construction activity.

[*Id.*].

74. To date, Sunoco Pipeline has failed to comply with the New Kent Notice to Vacate.

75. The New Kent Easement Area remains in the same condition that existed when Sunoco Pipeline conducted activities at the New Kent Property.

76. Sunoco Pipeline has failed to remediate the significant damages that it caused to the New Kent Property, including, without limitation, the following:

- a. the excavated portion of the New Kent Easement Area remains excavated;
- b. the temporary support materials/structures that Sunoco Pipeline installed remain at the New Kent Property;
- c. the grass and foliage removed by Sunoco Pipeline from the New Kent Easement Area have not been replaced;
- d. Sunoco Pipeline has failed to replace the New Kent sign that Sunoco Pipeline removed from the New Kent Easement Area;
- e. the lack of grass and foliage in the New Kent Easement Area has caused damage from excessive runoff during rainstorms; and
- f. harm to the value of the New Kent Property.

77. Pictures of the current state of the New Kent Easement Area are attached as **Exhibit 10** and incorporated herein by reference.

78. Sunoco Pipeline's activities at the New Kent Property have also caused Hankin Family LP to incur damages in the form of lost rents, loss of the use of the real property, and diminution in value.

79. Specifically, the damages in the New Kent Easement Area have inhibited efforts to rent units at the New Kent Property, and compelled Hankin Family LP to decrease rent for units at the New Kent Property.

80. Apartment units at the New Kent Property near the New Kent Easement Area remain vacant on average three (3) months longer than comparable apartments and the rent for these units is approximately fifteen percent (15%) less than comparable apartments unaffected by pipeline construction.

The Stockton Drive Property

81. The Stockton Drive Property has the following legal description:

ALL THAT CERTAIN lot or piece of ground, with the buildings and improvements thereon erected, situate in Upper Uwchlan Township, Chester County, Pennsylvania, bounded and described according to a Plan of "Lots 10/11 Amended Final Land Development Plan for the Hankin Group", dated November 11, 2005, last revised February 15, 2007 and recorded as Chester County Plan # 18129, as follows, to wit:

BEGINNING at a point on the southerly side of the cul-de-sac of Arrowhead Drive, a corner of Lot # 10; thence extending along the same, the two following courses and distances, to wit: (1), South 19 degrees 51 minutes 44 seconds West 597.09 feet; & (2), crossing a 50.00 feet wide common access easement and a 50.00 feet wide pipeline easement, South 39 degrees 00 minutes 40 seconds West 240.38 feet to a point on the northerly side of Sierra Drive; thence extending along the same, the three following courses and distances, to wit: (1), North 50 degrees 50 minutes 00 seconds West 113.20 feet; (2), on the arc of a circle, curving to the right, having a radius of 40.00 feet, the arc distance of 34.53 feet; (3), on the arc of a circle, curving to the left, having a radius of 60.00 feet, the arc distance of 106.16 feet to a point, a corner of remaining lands of The Hankin Group; thence extending along the same, the seven following courses and distances, to wit: (1) North 12 degrees 44 minutes 53 seconds West 17.12 feet; (2), North 42 degrees 43 minutes 32 seconds West 240.97 feet; (3), North 50 degrees 59 minutes 20 seconds West 643.77 feet; (4), North 73 degrees 50 minutes 07 seconds East 1015.40 feet; (5), South 34 degrees 40 minutes 32 seconds East 177.59 feet; (6), South 19 degrees 51 minutes 44 seconds West 60.03 feet; & (7), South 42 degrees 22 minutes 38 seconds East 28.27 feet to a point on the southerly side of the cul-de-sac of Arrowhead Drive, aforesaid; thence extending along the same, the two following courses and distances, to wit: (1), on the arc of a circle, curving to the left, having a radius of 60.00 feet, the arc distance of 191.78 feet; & (2), on the arc of a circle, curving to the right, having a radius of 60.00 feet, the arc distance of 44.05 feet to a point, a corner of Lot # 10, the first mentioned point and place of beginning.

BEING Lot # 11 on said Plan.

BEING UPI # 32-3-81.9.

BEING part of the same premises which Anne Ashton Ewing, Joseph Neff Ewing, Jr., Samuel Evans Ewing, III and William H. Ewing, Executors of the Estate of Joseph Neff Ewing, Sr., by Indenture bearing date the 9th day of January, A.D. 1986 and recorded at West Chester, Pennsylvania in the Office of the Recorder of Deeds as Chester County Record Book 188 page 275, granted and conveyed unto The Hankin Group, in fee.

82. A true and correct copy of the deed to the Stockton Drive Property is attached as **Exhibit 11** and incorporated herein by reference.

83. In June 2017, Sunoco Pipeline commenced construction activities at the Stockton Drive Property relating to Mariner East.

84. Sunoco Pipeline's initial activities at the Stockton Drive Property included the following:

- a. excavating a significant amount of soil in an area to store and operate equipment for drilling operations (the "Stockton Drive Easement Area");
 - b. removing all grass and foliage from the Stockton Drive Easement Area;
- and
- c. laying materials, including rock and wood, on the ground level for vehicles and equipment.

85. Sunoco Pipeline's activities at the Stockton Drive Property concern the installation of piping for a portion of Mariner East.

86. Sunoco Pipeline's activity in the Stockton Drive Easement Area continued through the early Spring of 2018.

87. In approximately May 2018, Sunoco Pipeline ceased operations at the Stockton Drive Property, but Sunoco Pipeline failed to remove its equipment and materials from the Stockton Drive Easement Area.

88. In fact, Sunoco Pipeline left the Stockton Drive Property in a state of disrepair.

89. On January 23, 2019, 730 Stockton Drive LP issued to Sunoco Pipeline a notice to vacate the Stockton Drive Property (the "Stockton Drive Notice to Vacate"). A true and

correct copy of the Stockton Drive Notice to Vacate is attached as **Exhibit 12** and incorporated herein by reference.

90. As stated in the Stockton Drive Notice to Vacate, Sunoco Pipeline commenced construction at the Stockton Drive Property in June 2017, marking December 31, 2018, as the date of expiration of Sunoco Pipeline's rights under the Stockton Drive Easement Agreement. [**Exhibit 12**, Stockton Drive Notice to Vacate, at p. 1].

91. Sunoco Pipeline failed to vacate the Stockton Drive Property by December 31, 2018.

92. In the Stockton Drive Notice to Vacate, Stockton Drive LP demanded that Sunoco Pipeline do the following:

a. immediately cease all pipeline construction activities occurring within the Stockton Drive Easement Area;

b. remove all of Sunoco Pipeline's construction equipment, pipes, machinery, and other pipeline-related materials from the Stockton Drive Easement Area; and

c. restore the affected areas of the Stockton Drive Property to the condition that existed prior to the commencement of pipeline construction activity.

[*Id.*].

93. To date, Sunoco Pipeline has failed to comply with the Stockton Drive Notice to Vacate.

94. The Stockton Drive Easement Area remains in the same condition that existed when Sunoco Pipeline conducted activities at the Stockton Drive Property.

95. Sunoco Pipeline has failed to remediate the significant damages that it caused to the Stockton Drive Property, including, without limitation, the following:

- a. the excavated portion of the Stockton Drive Easement Area remains excavated;
 - b. the temporary support materials/structures that Sunoco Pipeline installed remain at the Stockton Drive Property;
 - c. the grass and foliage removed by Sunoco Pipeline from the Stockton Drive Easement Area have not been replaced;
 - d. the lack of grass and foliage in the Stockton Drive Easement Area has caused damage from excessive runoff during rainstorms; and
 - e. harm to the value of the Stockton Drive Property.
96. Pictures of the current state of the Stockton Drive Easement Area are attached as **Exhibit 13** and incorporated herein by reference.

The Sierra Drive Property

97. The Sierra Drive Property has the following legal description:

ALL THAT CERTAIN tract or parcel of land SITUATE in Upper Uwchlan Township, Chester County, Pennsylvania, shown as Lot 1-B on Final Plan of Minor Subdivision Eagleview Lot 1 for The Hankin Group, dated 2/11/2016, revised 4/21/2016, by Chester Valley Engineers, Inc., Paoli, Pennsylvania, and bounded and described as follows:

BEGINNING at corner of this and lands now or late of The Hankin Group (UPI #32-381.8) on the northerly cul-de-sac right of way line of Sierra Drive; thence from the point of beginning, along said Sierra Drive cul-de-sac right of way line, along a curve to the left having a radius of 60.00 feet, an arc length of 123.88 feet and a chord bearing S 69° 51' 48" West 103.02 feet to a corner of lands of Lot 1-C; thence along said lands of Lot 1-C the following three (3) courses and distances: (1) North 79° 17' 04" West 103.85 feet to a point; (2) S 41° 21' 45" West 195.00 feet to a point of curvature; (3) along a curve to the right having a radius of 170.00 feet, an arc length of 252.13 feet and a chord bearing S 83° 51' 04" West 229.65 feet to a corner of lands now or late of Stephen J. & Joanne S. McNaughton; thence along said lands of McNaughton, North 48° 56' 43" West 798.34 feet to a corner of lands now or late of Township of Upper Uwchlan; thence along said lands of Township of Upper Uwchlan the following two (2) courses and distances: (1) North 64° 37' 01" East 517.53 feet to a point; (2) North 07° 56' 20" East 1,072.85 feet to

a point on the southerly legal right of way line for limited access of the Pennsylvania Turnpike; thence along said Pennsylvania Turnpike southerly legal right of way line, along a curve to the left having a radius of 5,829.65 feet, an arc length of 769.89 feet and a chord bearing S 66° 21' 24" East 769.33 feet to a corner of lands of Lot 1-A; thence leaving said Pennsylvania Turnpike, along said lands of Lot 1-A the following two (2) courses and distances: (1) S 19° 51' 18" West 602.90 feet to a point; (2) S 16° 09' 53" East 321.69 feet to a corner of said lands of The Hankin Group; thence along said lands of The Hankin Group the following two (2) courses and distances: (1) S 73° 50' 07" West a distance of 450.00 feet to a point; (2) S 50° 59' 20" East 495.34 feet to the said cul-de-sac right of way line of Sierra Drive, and the point and place of beginning; and CONTAINING in area 26.505 acres of land, be the same, more or less;

BEING part of UPI #32-3-81

98. A true and correct copy of the deed to the Sierra Drive Property is attached as **Exhibit 14** and incorporated herein by reference.

99. In June 2017, Sunoco Pipeline commenced construction activities at the Sierra Drive Property relating to Mariner East.

100. Sunoco Pipeline's initial activities at the Sierra Drive Property included the following:

- a. excavating a significant amount of soil in an area to store and operate equipment for drilling operations (the "Sierra Drive Easement Area");
- b. removing all grass and foliage from the Sierra Drive Easement Area; and
- c. laying materials, including rock and wood, on the ground level for vehicles and equipment.

101. Sunoco Pipeline's activities at the Sierra Drive Property concern the installation of piping for a portion of Mariner East.

102. Sunoco Pipeline's activity in the Sierra Drive Easement Area continued through the Spring of 2018.

103. In approximately, May 2018, Sunoco Pipeline ceased operations at the Sierra Drive Property, but Sunoco Pipeline failed to remove its equipment and materials from the Sierra Drive Easement Area.

104. In fact, Sunoco Pipeline left the Sierra Drive Property in a state of disrepair.

105. On January 23, 2019, 260 Sierra Drive LP issued to Sunoco Pipeline a notice to vacate the Sierra Drive Property (the “Sierra Drive Notice to Vacate”). A true and correct copy of the Sierra Drive Notice to Vacate is attached as **Exhibit 15** and incorporated herein by reference.

106. As stated in the Sierra Drive Notice to Vacate, Sunoco Pipeline commenced construction at the Sierra Drive Property in June 2017, marking December 31, 2018, as the date of expiration of Sunoco Pipeline’s rights under the Sierra Drive Easement Agreement. [**Exhibit 15**, Sierra Drive Notice to Vacate, at p. 1].

107. Sunoco Pipeline failed to vacate the Sierra Drive Property by December 31, 2018.

108. In the Sierra Drive Notice to Vacate, 260 Sierra Drive LP demanded that Sunoco Pipeline do the following:

a. immediately cease all pipeline construction activities occurring within the Sierra Drive Easement Area;

b. remove all of Sunoco Pipeline’s construction equipment, pipes, machinery, and other pipeline-related materials from the Sierra Drive Easement Area; and

c. restore the affected areas of the Sierra Drive Property to the condition that existed prior to the commencement of pipeline construction activity.

[*Id.*].

109. To date, Sunoco Pipeline has failed to comply with the Sierra Drive Notice to Vacate.

110. The Sierra Drive Easement Area remains in the same condition that existed when Sunoco Pipeline conducted activities at the Sierra Drive Property.

111. Sunoco Pipeline has failed to remediate the significant damages that it caused to the Sierra Drive Property, including, without limitation, the following:

a. the excavated portion of the Sierra Drive Easement Area remains excavated;

b. the grass and foliage removed by Sunoco Pipeline from the Sierra Drive Easement Area have not been replaced;

c. the lack of grass and foliage in the Sierra Drive Easement Area has caused damage from excessive runoff during rainstorms; and

d. harm to the value of the Sierra Drive Property.

112. Further, Sunoco Pipeline's refusal to vacate the Sierra Drive Property has caused 260 Sierra Drive LP to incur damages relating to permitting for the National Pollutant Discharge Elimination System ("NPDES").

113. Specifically, Sunoco Pipeline's continued presence at the Sierra Drive Property has prevented 260 Sierra Drive LP from completing the installation of a stormwater Best Management Practice system ("BMP") at the Sierra Drive Property.

114. 260 Sierra Drive LP cannot close out its NPDES permit without first completing the BMP, which is located in the Sierra Drive Easement Area.

115. 260 Sierra Drive LP has incurred, and continues to incur, damages, including, without limitation, costs to comply with regulatory requests from the Pennsylvania Department

of Environmental Protection and the Chester County Conservation District, which agencies will continue to regularly inspect the Sierra Drive Property during pendency of the NPDES permit.

116. Pictures of the current state of the Sierra Drive Easement Area are attached as **Exhibit 13** and incorporated herein by reference.

COUNT I
Ejectment
Plaintiffs v. Sunoco Pipeline

117. Plaintiffs incorporate by reference the preceding paragraphs of this Complaint as if set forth at length herein.

118. Plaintiffs are the record owners of the Properties, including the easement areas identified in the Easement Agreements (the “Easement Areas”). [**Exhibit 1**, Corner Park Agreement, at p. 1; **Exhibit 2**, New Kent Agreement, at p. 1; **Exhibit 3**, Stockton Drive Agreement, at p. 1; **Exhibit 4**, Sierra Drive Agreement, at p. 1].

119. Through the Easement Agreements, Plaintiffs granted Sunoco Pipeline the limited right to conduct certain construction-related activities in the Easement Areas.

120. Sunoco Pipeline took possession of the Easement Areas by, among other things, performing excavations, installing support materials and structures, and by moving equipment onto the Easement Areas.

121. Sunoco Pipeline’s temporary right to possess the Easement Areas on the Corner Park Property and the New Kent Property expired no later than October 31, 2018.

122. Sunoco Pipeline’s temporary right to possess the Easement Areas on the Stockton Drive Property and the Sierra Drive Property expired no later than December 31, 2018.

123. In the Notices to Vacate, Plaintiffs demanded that Sunoco Pipeline surrender possession of the Easement Areas.

124. To date, Sunoco Pipeline has refused to surrender possession of the Easement Areas.

125. Sunoco Pipeline's refusal to vacate the Easement Areas deprives Plaintiffs of possession of the Easement Areas.

WHEREFORE, Plaintiffs, Corner Park Associates, LP, 730 Stockton Drive Associates, L.P., 260 Sierra Drive L.P., and Hankin Family Limited Partnership, respectfully request that the Court enter judgment in its favor and against Defendant, Sunoco Pipeline, L.P., and enter an order directing Sunoco Pipeline, L.P. to immediately vacate the Properties and such other relief as the Court may deem appropriate.

COUNT II
Trespass
Plaintiffs v. Sunoco Pipeline

126. Plaintiffs incorporate by reference the preceding paragraphs of this Complaint as if set forth at length herein.

127. Plaintiffs are the record owners of the Properties, including the Easement Areas.

128. Through the Easement Agreements, Plaintiffs granted Sunoco Pipeline the limited right to conduct certain construction-related activities in the Easement Areas. [**Exhibit 1**, Corner Park Agreement, at p. 1; **Exhibit 2**, New Kent Agreement, at p. 1; **Exhibit 3**, Stockton Drive Agreement, at p. 1; **Exhibit 4**, Sierra Drive Agreement, at p. 1].

129. Sunoco Pipeline took possession of the Easement Areas by, among other things, performing excavation, installing support materials and structures, and by moving equipment onto the Easement Areas.

130. Sunoco Pipeline's temporary right to possess the Easement Areas for certain construction-related activities expired no later than October 31, 2018, for the Corner Park

Property and the New Kent Property, and no later than December 31, 2018, for the Stockton Drive Property and the Sierra Drive Property.

131. In the Notices to Vacate, Plaintiffs demanded that Sunoco Pipeline surrender possession of the Easement Areas.

132. To date, Sunoco Pipeline has refused to surrender possession of the Easement Areas.

133. Sunoco Pipeline's continued possession of the Properties is unprivileged and intentional.

134. Sunoco Pipeline's continued possession of the Properties constitutes trespass.

135. Sunoco Pipeline's trespass on the Properties has caused damages to the Properties, including, without limitation, the following:

- a. damage to the ground caused by the excavation;
- b. damage from excessive runoff caused by the removal of grass and foliage

in the Easement Areas;

- c. harm to the value of the Properties;
- d. lost rents;
- e. loss of use; and
- f. diminution in value of the Properties.

WHEREFORE, Plaintiffs, Corner Park Associates, LP, 730 Stockton Drive Associates, L.P., 260 Sierra Drive L.P., and Hankin Family Limited Partnership, respectfully request that the Court enter judgment in its favor and against Defendant, Sunoco Pipeline, L.P., in an amount in excess of \$50,000.00 and such other relief as the Court may deem appropriate.

COUNT III
Breach of Contract
Plaintiffs v. Sunoco Pipeline

136. Plaintiffs incorporate by reference the preceding paragraphs of this Complaint as if set forth at length herein.

137. As set forth above, Plaintiffs and Sunoco Pipeline entered into the Easement Agreements and agreed to be bound by its terms.

138. Under the Easement Agreements, Plaintiffs granted Sunoco Pipeline the limited right to conduct construction-related activities in the Easement Areas. [**Exhibit 1**, Corner Park Agreement, at p. 1; **Exhibit 2**, New Kent Agreement, at p. 1; **Exhibit 3**, Stockton Drive Agreement, at p. 1; **Exhibit 4**, Sierra Drive Agreement, at p. 1].

139. Sunoco Pipeline breached the Easement Agreements by failing to vacate the Property within eighteen (18) months after the commencement of Sunoco Pipeline's construction activities on the Properties.

140. Sunoco Pipeline breached the Easement Agreements by failing to remediate the damages that it caused to the Properties.

141. As a result of Sunoco Pipeline's breaches of the Easement Agreements, Plaintiffs have incurred, and will continue to incur damages, including, without limitation, the following:

- a. damage to the ground caused by the excavation in the Easement Areas;
- b. damage from excessive runoff caused by the removal of grass and foliage in the Easement Areas;
- c. lost rents;
- d. loss of use; and
- e. diminution in value of the Properties.

142. Plaintiffs have complied with their obligations under the Easement Agreements.

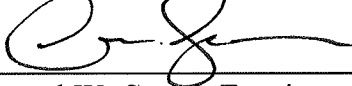
WHEREFORE, Plaintiffs, Corner Park Associates, LP, 730 Stockton Drive Associates, L.P., 260 Sierra Drive L.P., and Hankin Family Limited Partnership, respectfully request that the Court enter judgment in its favor and against Defendant, Sunoco Pipeline, L.P., in an amount in excess of \$50,000.00 and such other relief as the Court may deem appropriate.

Respectfully submitted,

FOX ROTHSCHILD LLP

Date: January 31, 2019

By:



Samuel W. Cortes, Esquire
Christopher C. Popper, Esquire
Attorney ID Nos. 91494, 314037
747 Constitution Drive, Ste. 100
Exton, PA 19341
Tel: 610.458.7500
Attorneys for Plaintiffs

VERIFICATION

I, Robert S. Hankin, verify that I am the President of Corner Park Associates GP, Inc., which is the sole general partner of Plaintiff, Corner Park Associates, LP. I verify that I am authorized to take this Verification on behalf of Corner Park Associates, LP.

I verify that the facts set forth in foregoing Complaint are true and correct to the best of my information and belief. I understand that the statements made herein are subject to the penalties of 18 Pa. C.S.A. § 4904, related to unsworn falsification to authorities.

Date: January 31, 2019



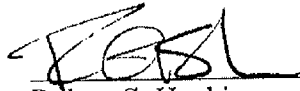
Robert S. Hankin

VERIFICATION

I, Robert S. Hankin, verify that I am the President of 730 Stockton Drive Associates GP, Inc., which is the sole general partner of Plaintiff, 730 Stockton Drive Associates, LP. I verify that I am authorized to take this Verification on behalf of 730 Stockton Drive Associates, LP.

I verify that the facts set forth in foregoing Complaint are true and correct to the best of my information and belief. I understand that the statements made herein are subject to the penalties of 18 Pa. C.S.A. § 4904, related to unsworn falsification to authorities.

Date: January 31, 2019



Robert S. Hankin

VERIFICATION

I, Robert S. Hankin, verify that I am the President of 260 Sierra Drive GP, Inc., which is the sole general partner of Plaintiff, 260 Sierra Drive, LP. I verify that I am authorized to take this Verification on behalf of 260 Sierra Drive, LP.

I verify that the facts set forth in foregoing Complaint are true and correct to the best of my information and belief. I understand that the statements made herein are subject to the penalties of 18 Pa. C.S.A. § 4904, related to unsworn falsification to authorities.

Date: January 31, 2019



Robert S. Hankin

VERIFICATION

I, Robert S. Hankin, verify that I am the President of Hankin FLP, Inc., which is the sole general partner of Plaintiff, Hankin Family Limited Partnership, a Pennsylvania limited partnership. I verify that I am authorized to take this Verification on behalf of Hankin Family Limited Partnership.

I verify that the facts set forth in foregoing Complaint are true and correct to the best of my information and belief. I understand that the statements made herein are subject to the penalties of 18 Pa. C.S.A. § 4904, related to unsworn falsification to authorities.

Date: January 31, 2019



Robert S. Hankin

EXHIBIT 1

**MARINER EAST 2_PENNSYLVANIA PIPELINE PROJECT
SEGMENT 3**

PA-CH-0290.0000

West Whiteland Township
Chester County, Pennsylvania

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

Chester County UPI# 41-6-57

PERMANENT AND TEMPORARY EASEMENT

This Permanent and Temporary Easement (together, the "Easement"), dated February 3, 2016, by **Corner Park Associates, LP**, whose mailing address is 707 Eagleview Boulevard, Exton, Pennsylvania 19341, (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 free and unobstructed permanent easement which shall be twenty-five feet (25') on either side of a centerline more fully described on Exhibit A, in order to construct, operate and maintain two (2) pipelines, not to exceed twenty-four inches (24") in nominal pipe diameter (the "Pipelines") and above-ground markers and cathodic protection leads, in, over, through, across, under, and along land owned by the Grantor described in the attached plat entitled "Description for a Permanent Easement Across the Lands of Corner Park Associates, LP", prepared by LW Survey Co., dated 12/11/15 attached hereto as **Exhibit "A"** and the legal description of the permanent easement ("Permanent Easement") and temporary easement ("Temporary Easement") areas attached hereto as **Exhibit "B"**. The legal description describes the Permanent Easement area measuring 0.45 acres and the Temporary Easement area measuring 0.42 acres. No surface or subsurface appurtenances to the Pipelines including, but not limited to meter stations, meter pits, compression or pumping station or devices, structures, or fences shall be installed or constructed within the Permanent Easement or the Temporary Easement, other than as specifically provided in this Easement or as otherwise agreed to, in writing, by Grantor.

Grantor also hereby grants, bargains, sells and conveys unto Grantee a Temporary Easement on the Property, as shown on **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 eighteen (18) months per line from the date of commencement of construction of each Pipeline on the property. However, if Grantee has completed its use of this Temporary Easement prior to the expiration of the two periods of eighteen (18) months each and so states in writing, then the Temporary Easement shall immediately terminate, unless and until such time as an additional pipeline is installed, at which time the Temporary Easement shall renew for the same length of time specified in this paragraph. The Permanent Easement and Temporary Easement lie and are located on the Property owned by Grantor as follows:

Parcel identification number(s): 41-06-0057.0000, 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 5.804 acres, more or less, being more specifically described in the Deed dated December 2, 2014 and recorded in Deed Book 9026,

Page 808, 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 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, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, the Pipelines, for the transportation of oil, oil products, crude petroleum, natural gas, natural gas liquids, hydrocarbon liquids and the products thereof, as may be necessary or desirable for the operation of the Pipelines, and subject to the limitations set forth herein.
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 a lesser depth, but in no event less than thirty-six inches (36") below the ground surface. Grantee shall notify Grantor of any locations within the Permanent Easement area where the Pipelines cannot be buried to the minimum depth specified above.
3. Grantee shall have the right to select the exact location of the Pipelines within the Permanent Easement. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the Pipelines. Grantee shall obtain Grantor's approval for any cuts or fills to be conducted within the Permanent Easement and Temporary Easement areas prior to the start of construction. Such approval shall not be unreasonably withheld, conditioned or delayed. Grantor's failure to provide its approval or disapproval within ten (10) days of written notice shall be deemed as an approval of Grantee's request.
4. The consideration paid by Grantee in this Easement includes the market value of the Permanent Easement and the Temporary Easement conveyed by Grantor and any and all damages that have accrued or may accrue to the Grantor with respect to other portions of the Property not encumbered by the Temporary Easement and Permanent Easement and for reasonably anticipated damages caused to the surface of the Property at any time during the initial construction of the Pipelines. Such consideration shall not excuse Grantee from its responsibility to restore any portions of the surface of the Property damaged during construction of the Pipelines. The initial consideration includes all damages to Grantor (or, if leased, to Grantor's tenant) caused to timber or growing crops on any area of the Property impacted by construction of the Pipelines. The initial consideration does not cover any damages which may accrue after construction of the Pipelines to the Property including, without limitation, 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, without limitation, damages for loss, injury, or death to persons or property, including that 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 either the Temporary or Permanent Easement. Grantee shall pay Grantor for any and all other such reasonable damages within sixty (60) days of receipt of an itemized written invoice from the Grantor for any such loss.
5. Grantee shall have the right of reasonable entry, access, ingress and egress in, to, through, on, over, under and across the Property for any and all purposes reasonably necessary for and/or incident to Grantee's exercise of the rights granted to it by the Temporary or Permanent Easements. Grantee shall promptly repair any damage to any- 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 and restore all ground disturbed by Grantee's use of the Permanent Easement and Temporary Easement, other than permanent changes permitted in the exercise of Grantee's rights under the Permanent Easement, to substantially the same condition as existed prior to such disturbance and will construct and maintain soil conservation devices on the Permanent Easement and Temporary Easement immediately after any 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 Temporary Easement and Permanent Easement for any and all purposes not inconsistent with the purposes set forth herein. Grantor may not use any part of the Temporary Easement and Permanent Easement if such use may damage, destroy, injure, and/or interfere with Grantee's use of the Temporary Easement and Permanent Easement 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 Temporary Easement and Permanent Easement without the written permission of Grantee: (1) construct any temporary or permanent building or site improvements; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above- or below-ground obstruction that may interfere with the purposes for which the Temporary Easement and Permanent Easement are being acquired may be placed, erected, installed or permitted upon the Easements without the written permission of Grantee. Grantor's authorized uses may include, but shall not be limited to, agricultural, recreational, industrial, open space, setback, density, street and roadway purposes, and parking and curbing; provided that Grantor shall not construct any improvements on the Permanent Easement that would unreasonably interfere with Grantee's exercise of the rights herein conveyed. Grantor is permitted, after review and written approval by Grantee, which approval shall not be unreasonably withheld, conditioned, denied or delayed, 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 provided that all of Grantee's reasonably required and applicable spacing, including depth separation limits and other protective requirements in accordance with Grantee's published safety and engineering standards (including Cathodic protection) are met by Grantor. The use of the Permanent Easement by Grantor shall be subject to all applicable ordinances, regulations, resolutions or laws of the governmental entity with authority over the Permanent Easement. Grantor shall 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 or subcontractors shall not (i) hunt, fish, trap, swim, camp or picnic on the Permanent Easement and Temporary Easement, (ii) purposely harm or injure in any way the artifacts, wildlife, animals or livestock on the Permanent Easement and Temporary Easement, or (iii) bring any dog, gun, firearm, fishing equipment, other sporting paraphernalia, alcohol or illegal drug of any kind onto the Permanent Easement and Temporary Easement.

9. Grantee agrees that Grantee and its agents, officers, servants, employees, invitees and subcontractors shall conduct all construction activities in a good and workmanlike manner in accordance with all industry standards and at all times follow the highest observed and best practices in the pipeline industry.

10. Grantee has the right, but not the obligation, to mow the Permanent Easement and to trim or cut down or eliminate trees or shrubbery to the extent, in the sole reasonable judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the operation of the Pipelines, to remove possible hazards thereto and to comply with governmental regulations, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Permanent Easement which, in the sole reasonable judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the Pipelines or conflict with governmental regulations. All trees, brush and other debris caused by construction of the Pipelines shall be removed to an authorized disposal site. Grantee shall select the method of disposal. Grantee shall not be liable for damages to any brush or tree limbs upon the Permanent Easement as a result of its exercise of its rights under this paragraph. Grantee shall either provide replacement trees of a similar caliper or offer Grantor compensation equal to the cost of replacement for any trees removed by the Grantee's exercise of its rights under the Temporary or Permanent Easements. Such compensation shall be in addition to the consideration provided for the value of the Temporary Easement and Permanent Easement. Prior to any removal of any trees, Grantee shall provide

to Grantor a written inventory of trees of 8" in caliper or more to be removed during the construction of the Pipelines.

11. 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.

12. Grantee shall have the right to remove any fence which now crosses or may cross the Permanent Easement or Temporary Easement during 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 of the Pipelines, 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.

13. 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, as much as is reasonably practicable, 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 as may be permitted in the exercise of Grantee's rights under the Permanent Easement. Grantee shall restore any surface area of the Temporary Easement disturbed during construction, as much as is reasonably practicable, 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.

14. 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.

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

16. 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, provided that Grantee provides reasonable advance written notice of the proposed assignment and the identity of the assignees to Grantor. The Permanent Easement shall be perpetual. Grantee shall not be relieved of its obligations to the Grantor under this Easement, unless Grantee's assignee accepts and agrees to assume such obligations.

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. Grantee shall deliver to Grantor promptly after recording a fully executed copy of the Easement and the book and page number where the Easement was recorded at the Office of the Recorder of Deeds in and for Chester County, Pennsylvania ("Recorder's Office").

19. Grantee shall be obligated to pay all transfer taxes associated with the conveying, executing and/or recording of the Easement, if any.

20. This Easement contains the entire agreement between Grantor and Grantee with respect to the Permanent Easement and Temporary Easement and supersedes any and all prior statements, whether written or oral, and all oral or written proposals, if any, concerning the subjects of the Temporary Easement or Permanent Easement. Grantor confirms and agrees that it 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.

21. 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.

22. After review and approval of Grantor (such approval not to be unreasonably withheld, conditioned or denied), Grantee may replace Exhibit "A" and "B" with a more definitive description and drawing, respectively, of the Permanent Easement and Temporary Easement and record the same in the Recorder's Office. If Grantee requires additional work space and/or easement or the final survey of the Permanent Easement and Temporary Easement increases the size of the Easements, then an additional payment shall be made to Grantor on a pro rata basis. If the final survey does not increase the size of the Permanent Easement and Temporary Easement or include additional work space/easements, then Grantor shall retain all funds paid to it by Grantee with no refund required.

23. 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.

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

25. To the extent a discharge of Hazardous Substances, as defined in Paragraph 29 herein, occurs from the Pipelines resulting from the construction and operation of the Pipelines which is the subject of this Easement, Grantee agrees to investigate and, if necessary, remediate such Hazardous Substances in compliance with applicable state and federal regulations and shall, upon request by Grantor, provide a certificate of completion, letter of no further action or similar acknowledgment of closure issued by the relevant authority confirming that Grantee has satisfied the cleanup requirements of such agency, if such certificate or no further action letter is provided by such agency and consistent with applicable law. Grantee

further acknowledges that any discharge resulting from the operation of the Pipelines may be subject to the indemnification set forth in paragraphs 25 and 26 below.

26. Grantee shall be liable for all damages and losses to the extent caused by or arising out of the construction, maintenance, repair, replacement or operation of the Pipeline or Grantee's activities on the Easements. Grantee agrees to indemnify, defend and hold harmless Grantor, its officers, employees and affiliates from such Claims (as defined herein) asserted against Grantor to the extent caused by or arising out of the construction, maintenance, repair, replacement or operation of the Pipeline or Grantee's activities. The foregoing indemnity is subject to Grantor providing written notice to Grantee within fifteen (15) 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, at no cost to Grantee, in the investigation and defense of such Claims. As used herein, "Claim(s)" are defined as "claims, demands, causes of action, suits, lawsuits, judgments, fines or penalties, administrative adjudications or other actions, mechanic's liens, reasonable attorney's fees and costs, asserted by any person (including Grantor, Grantee, their respective employees, officers, etc., Grantee's consultant, governmental entity or any other third party) for personal injury, death or for loss of or damage to property arising out of or resulting from Grantee's operations or acts or omissions in constructing, operating and/or maintaining the Pipelines including any releases, leaks or spills from, or explosions of, the Pipelines." Grantee also agrees to indemnify, defend, and hold harmless Grantor from any Claims by any third party asserting a claim for taxes or damages as a result of Grantee's failure to pay the same to the extent provided herein.

27. 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.

28. Grantee shall procure and maintain and shall cause its contractors, subcontractors, agents, and representatives to 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.
4. Environmental Liability Insurance. Contractor's Pollution Liability insurance to be maintained during construction of the Pipelines with policy limits of \$5,000,000 for each

occurrence and in the aggregate; Environmental Pollution Liability insurance policy by Grantee will be maintained after construction of the Pipelines, on a claims made basis, with policy limits of \$20,000,000 for each claim and in the aggregate;

29. Environmental Liability. Commercial Liability Policy and the Environmental Pollution Liability policies shall insure against a Release or Discovery of Release of Hazardous Substances on, in, under, about, or emanating from the Easements and caused by the Grantee or its officials, employees, agents, representatives, contractors or subcontractors. Such policies shall be reasonably acceptable to the Grantor, and endorsed to include Grantor as an additional insured; state that this insurance is primary insurance with regard to any other insurance carried by Grantor; provide that it shall not be subject to cancellation, material change or non-renewal without 30 days prior written notice to Grantor.

For the purposes of this Environmental Liability provision, the following definitions shall apply:

1. "Environmental Laws" shall mean the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §9601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §651 et seq.; Pennsylvania Hazardous Sites Cleanup Act, 35 P.S. §6020.101 et seq., Solid Waste Management Act, 35 P.S. §6018.101 et seq., Pennsylvania Land Recycling and Environmental Remediation Standards Act, 35 P.S. §6026.101 et seq., Pennsylvania Clean Streams Law, 35 P.S. §691.1 et seq., Pennsylvania Air Pollution Control Act, 35 P.S. §4001 et seq., and any amendments thereto, subsequent iterations thereof or any subsequent legislation regarding same or similar subject matter and applicable regulations implementing guidance or policy.
2. "Hazardous Substances" shall mean any substance, material or waste that is regulated, classified, designated, or otherwise characterized under or pursuant to any Environmental Law as "hazardous", "toxic", "pollutant", "contaminant", "radioactive", including petroleum and its by-products, radon and urea formaldehyde insulation.
3. "Release" or "Discovery of Release" shall mean the actual spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of Hazardous Substances, as defined herein, into the environment from the Pipelines including, but not limited to, that which occurred in the past as well as that which is continuing, excluding that which occurs solely within the workplace, some vehicle emissions, nuclear emissions, or the normal application of fertilizer as defined in 42 U.S.C. § 9601(22).

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

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

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

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

31. Grantee agrees to provide Grantor with at least five (5) days' notice of the date upon which Grantee anticipates commencement of construction on Grantor's property.

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 3rd day of February, 2016.

GRANTOR:

Corner Park Associates, LP, a Pennsylvania limited partnership

By: Corner Park Associates GP, Inc., its sole general partner

By: [Signature]
Name: Robert S. Hankin
Title: President

ACKNOWLEDGEMENT

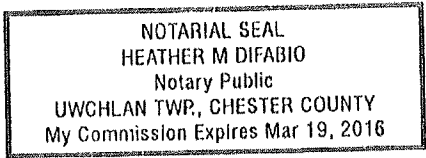
COMMONWEALTH OF PENNSYLVANIA §
§
COUNTY OF Chester §

On this 3rd day of February, 2016, before me, the undersigned officer, personally appeared Robert S Hankin, who acknowledged himself/herself to be the president of Corner Park Associates GP, Inc., the general partner of Corner Park Associates, LP, a Pennsylvania limited partnership, and further acknowledged that he/she, as such president, 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 3rd day of February, 2016.

[Signature]
Notary Public in and for the Commonwealth of Pennsylvania

Heather M DiFabio
(Print Name of Notary Public Here)



GRANTEE:

Sunoco Pipeline L.P.

By: Sunoco Logistics Operations GP LLC, its
general partner

By: Karen R. McMillin

Name: Karen R. McMillin

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

ACKNOWLEDGEMENT

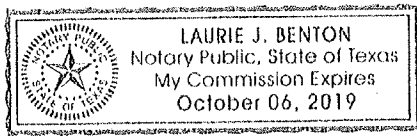
STATE OF Texas

COUNTY OF Fort Bend

§
§
§

On this 15th day of February, 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 15th day of February, 2016.



Laurie J. Benton
Notary Public in and for the State of TX

Laurie J. Benton
(Print Name of Notary Public Here)

PA-CH-0290.0000
Chester County, Pennsylvania
Pennsylvania Pipeline Project

Exhibit "A"

**DESCRIPTION FOR A PERMANENT EASEMENT ACROSS THE LANDS OF
CORNER PARK ASSOCIATES, LP**

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 CORNER PARK ASSOCIATES, LP IN WEST WHITELAND TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA, SAID LAND BEING MORE PARTICULARLY DESCRIBED IN DEED BOOK 9026, PAGE 808 AS RECORDED IN THE CHESTER COUNTY RECORDER OF DEEDS.

Commencing from a point, said point being the northernmost corner lands now or formerly Corner Park Associates, LP at Ship Road; thence South 29°16'00" West a distance of 14.4 feet more or less to the POINT OF BEGINNING of the centerline described herein; thence across the lands now or formerly Corner Park Associates, LP the following three (3) courses and distances; (1) South 40°51'08" East a distance of 141.0 feet more or less to a point; (2) South 38°28'19" East a distance of 171.7 feet more or less to a point; (3) South 48°32'56" East a distance of 101.9 feet more or less to a point on the westerly boundary line lands now or formerly J & R Real Estate, a Pennsylvania general partnership being the POINT OF TERMINATION of the centerline of the easement described herein, said point being thirty-six feet (36') south of easternmost corner lands now or formerly Corner Park Associates, LP at Ship Road.

The above described easement across the lands now or formerly Corner Park Associates, LP containing 0.45 acres more or less as shown on a plan prepared by LW Survey Co. entitled "PERMANENT EASEMENT & RIGHT OF WAY CROSSING PROPERTY OF CORNER PARK ASSOCIATES, LP"

Notes:

- 1) The purpose of this Exhibit "A" document is to fully describe the area of the proposed permanent easement across the lands of Corner Park Associates, LP.
- 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

An additional area, adjacent to Ship Road, measuring approximately one hundred eighty-nine feet (189') by thirty feet (30') by eight feet (8') by eighty-seven feet (87') by one hundred thirty-eight feet (138') northeast of and parallel to the above mentioned permanent easement will be required for construction purposes. An additional area, adjacent to the westerly and easterly boundary lines lands now or formerly Corner Park Associates, LP, measuring approximately one hundred thirty-one feet (131') by one hundred seventy-three feet (173') by one hundred nine feet (109') by eight feet (8') by fifteen feet (15') by one hundred seventeen feet (117') by two hundred ninety-one feet (291') by eighty feet (80') southwest of and parallel to the above mentioned permanent easement will be required for construction purposes.

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

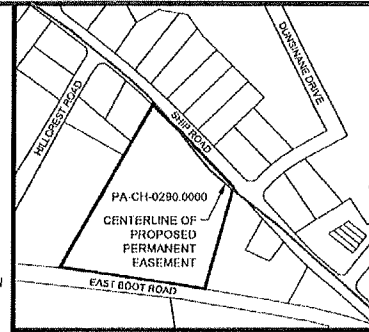


EXHIBIT B WEST WHITELAND TOWNSHIP CHESTER COUNTY, PENNSYLVANIA

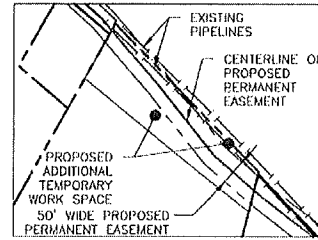
...LEGEND...

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

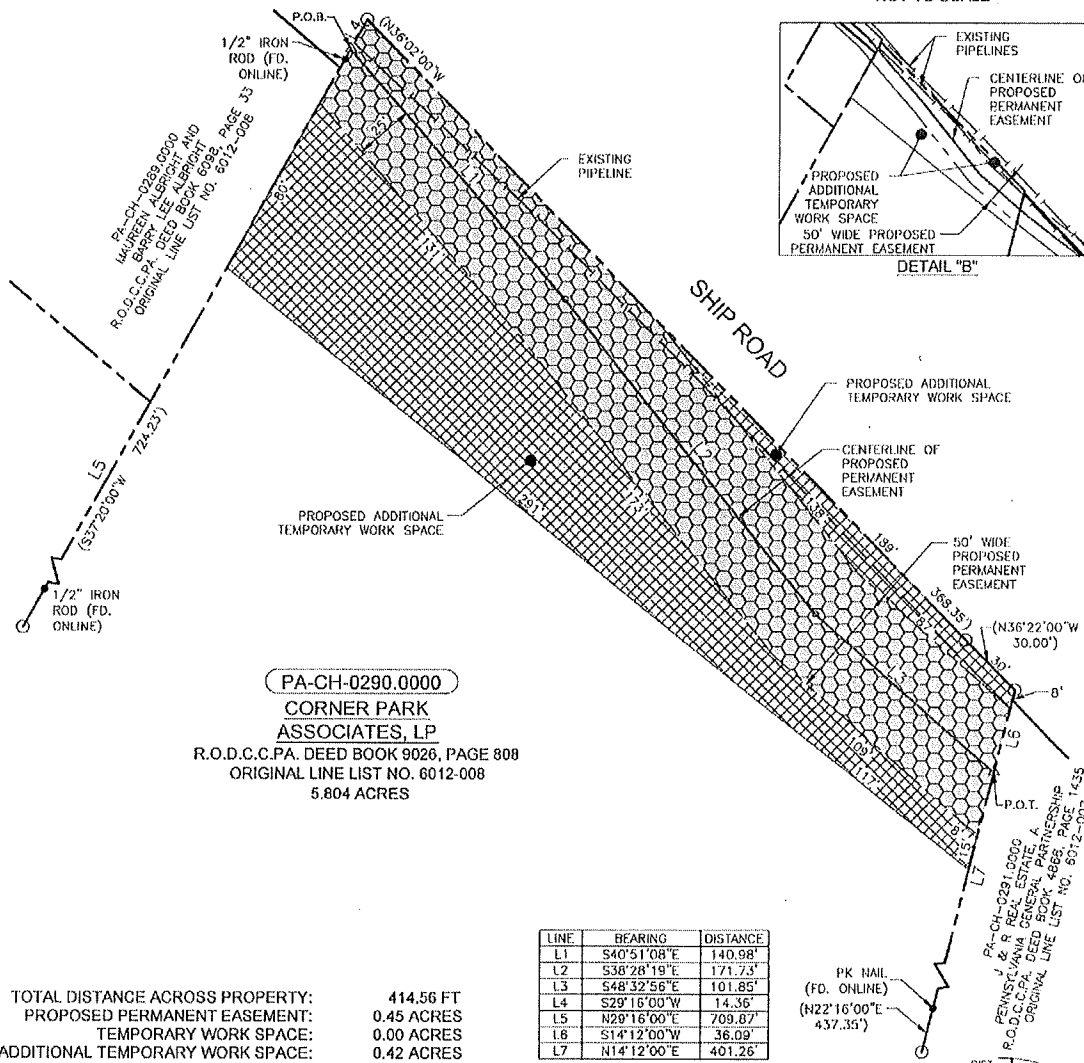
Scale: 1" = 60'



VICINITY MAP
NOT TO SCALE



DETAIL "B"



PA-CH-0290.0000

**CORNER PARK
ASSOCIATES, LP**

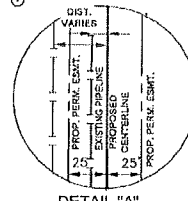
R.O.D.C.C.P.A. DEED BOOK 9026, PAGE 808
ORIGINAL LINE LIST NO. 6012-008
5.804 ACRES

LINE	BEARING	DISTANCE
L1	S40°51'08"E	140.98'
L2	S38°28'19"E	171.73'
L3	S48°32'56"E	101.85'
L4	S29°16'00"W	14.36'
L5	N29°16'00"E	709.87'
L6	S14°12'00"W	36.09'
L7	N14°12'00"E	401.26'

TOTAL DISTANCE ACROSS PROPERTY: 414.56 FT
 PROPOSED PERMANENT EASEMENT: 0.45 ACRES
 TEMPORARY WORK SPACE: 0.00 ACRES
 ADDITIONAL TEMPORARY WORK SPACE: 0.42 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.



DETAIL "A"

SURVEYED BY: LW Survey Co.
1726A Oregon Pike
Suite 204
Lancaster, PA 17601

CLIENT: Sunoco
Pipeline L.P.

REVISIONS			
NO.	DATE	BY	DESCRIPTION
0	3/24/15	JJK	ISSUED FOR REVIEW
1	4/8/15	PKB	REVISED PER REI DATA
2	4/20/15	ARG	REVISED PER COMMENTS
3	8/11/15	ARG	REVISED PER REI DATA
4	12/2/15	DSL	REVISED PER REI DATA
5	12/11/16	DSL	REVISED PER REI DATA

**PERMANENT EASEMENT & RIGHT OF WAY
CROSSING PROPERTY OF
CORNER PARK ASSOCIATES, LP**

DRAWN BY: JJK	DRAWN DATE: 3/24/15	CHECKED BY: PKB	PLOT DATE: 12/11/15
TRACT NO. PA-CH-0290.0000		PAGE 1 OF 1	

EXHIBIT 2

**MARINER EAST 2_PENNSYLVANIA PIPELINE PROJECT
SEGMENT 3**

PA-CH-0359.0000

East Goshen 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

Chester County UPI# 53-4-76

PERMANENT AND TEMPORARY EASEMENT

This Permanent and Temporary Easement (together, the "Easement"), dated *February 3, 2014*, by **Hankin Family Limited Partnership**, a PA Limited Partnership, whose mailing address is 707 Eagleview Boulevard, Exton, Pennsylvania 19341, (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 free and unobstructed permanent easement which shall be twenty-five feet (25') on either side of a centerline more fully described on Exhibit A, in order to construct, operate and maintain two (2) pipelines, not to exceed twenty-four inches (24") in nominal pipe diameter (the "Pipelines") and above-ground markers and cathodic protection leads, in, over, through, across, under, and along land owned by the Grantor described in the attached plat entitled "Description for a Permanent Easement Across the Lands of Hankin Family Limited Partnership, a PA Limited Partnership", prepared by LW Survey Co., dated 9/17/15 attached hereto as **Exhibit "A"** and the legal description of the permanent easement ("Permanent Easement") and temporary easement ("Temporary Easement") areas attached hereto as **Exhibit "B"**. The legal description describes the Permanent Easement area measuring 1.14 acres and the Temporary Easement area measuring 0.41 acres. No surface or subsurface appurtenances to the Pipelines including, but not limited to meter stations, meter pits, compression or pumping station or devices, structures, or fences shall be installed or constructed within the Permanent Easement or the Temporary Easement, other than as specifically provided in this Easement or as otherwise agreed to, in writing, by Grantor.

Grantor also hereby grants, bargains, sells and conveys unto Grantee a Temporary Easement on the Property, as shown on **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 eighteen (18) months per line from the date of commencement of construction of each Pipeline on the property. However, if Grantee has completed its use of this Temporary Easement prior to the expiration of the two periods of eighteen (18) months each and so states in writing, then the Temporary Easement shall immediately terminate, unless and until such time as an additional pipeline is installed, at which time the Temporary Easement shall renew for the same length of time specified in this paragraph. The Permanent Easement and Temporary Easement lie and are located on the Property owned by Grantor as follows:

Parcel identification number(s): 53-04-0076.0000, 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 30.8 acres, more or less, being more specifically described in the Deed dated January 2, 1998 and recorded in Deed Book 4283,

Page 90, 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 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, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, the Pipelines, for the transportation of oil, oil products, crude petroleum, natural gas, natural gas liquids, hydrocarbon liquids and the products thereof, as may be necessary or desirable for the operation of the Pipelines, and subject to the limitations set forth herein.
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 a lesser depth, but in no event less than thirty-six inches (36") below the ground surface. Grantee shall notify Grantor of any locations within the Permanent Easement area where the Pipelines cannot be buried to the minimum depth specified above.
3. Grantee shall have the right to select the exact location of the Pipelines within the Permanent Easement. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the Pipelines. Grantee shall obtain Grantor's approval for any cuts or fills to be conducted within the Permanent Easement and Temporary Easement areas prior to the start of construction. Such approval shall not be unreasonably withheld, conditioned or delayed. Grantor's failure to provide its approval or disapproval within ten (10) days of written notice shall be deemed as an approval of Grantee's request.
4. The consideration paid by Grantee in this Easement includes the market value of the Permanent Easement and the Temporary Easement conveyed by Grantor and any and all damages that have accrued or may accrue to the Grantor with respect to other portions of the Property not encumbered by the Temporary Easement and Permanent Easement and for reasonably anticipated damages caused to the surface of the Property at any time during the initial construction of the Pipelines. Such consideration shall not excuse Grantee from its responsibility to restore any portions of the surface of the Property damaged during construction of the Pipelines. The initial consideration includes all damages to Grantor (or, if leased, to Grantor's tenant) caused to timber or growing crops on any area of the Property impacted by construction of the Pipelines. The initial consideration does not cover any damages which may accrue after construction of the Pipelines to the Property including, without limitation, 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, without limitation, damages for loss, injury, or death to persons or property, including that 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 either the Temporary or Permanent Easement. Grantee shall pay Grantor for any and all other such reasonable damages within sixty (60) days of receipt of an itemized written invoice from the Grantor for any such loss.
5. Grantee shall have the right of reasonable entry, access, ingress and egress in, to, through, on, over, under and across the Property for any and all purposes reasonably necessary for and/or incident to Grantee's exercise of the rights granted to it by the Temporary or Permanent Easements. Grantee shall promptly repair any damage to any- 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 and restore all ground disturbed by Grantee's use of the Permanent Easement and Temporary Easement, other than permanent changes permitted in the exercise of Grantee's rights under the Permanent Easement, to substantially the same condition as existed prior to such disturbance and will construct and maintain soil conservation devices on the Permanent Easement and Temporary Easement immediately after any 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 Temporary Easement and Permanent Easement for any and all purposes not inconsistent with the purposes set forth herein. Grantor may not use any part of the Temporary Easement and Permanent Easement if such use may damage, destroy, injure, and/or interfere with Grantee's use of the Temporary Easement and Permanent Easement 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 Temporary Easement and Permanent Easement without the written permission of Grantee: (1) construct any temporary or permanent building or site improvements; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above- or below-ground obstruction that may interfere with the purposes for which the Temporary Easement and Permanent Easement are being acquired may be placed, erected, installed or permitted upon the Easements 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, and parking and curbing; provided that Grantor shall not construct any improvements on the Permanent Easement that would unreasonably interfere with Grantee's exercise of the rights herein conveyed. Grantor is permitted, after review and written approval by Grantee, which approval shall not be unreasonably withheld, conditioned, denied or delayed, 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 provided that all of Grantee's reasonably required and applicable spacing, including depth separation limits and other protective requirements in accordance with Grantee's published safety and engineering standards (including Cathodic protection) are met by Grantor. The use of the Permanent Easement by Grantor shall be subject to all applicable ordinances, regulations, resolutions or laws of the governmental entity with authority over the Permanent Easement. Grantor shall 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 or subcontractors shall not (i) hunt, fish, trap, swim, camp or picnic on the Permanent Easement and Temporary Easement, (ii) purposely harm or injure in any way the artifacts, wildlife, animals or livestock on the Permanent Easement and Temporary Easement, or (iii) bring any dog, gun, firearm, fishing equipment, other sporting paraphernalia, alcohol or illegal drug of any kind onto the Permanent Easement and Temporary Easement.

9. Grantee agrees that Grantee and its agents, officers, servants, employees, invitees and subcontractors shall conduct all construction activities in a good and workmanlike manner in accordance with all industry standards and at all times follow the highest observed and best practices in the pipeline industry.

10. Grantee has the right, but not the obligation, to mow the Permanent Easement and to trim or cut down or eliminate trees or shrubbery to the extent, in the sole reasonable judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the operation of the Pipelines, to remove possible hazards thereto and to comply with governmental regulations, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Permanent Easement which, in the sole reasonable judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the Pipelines or conflict with governmental regulations. All trees, brush and other debris caused by construction of the Pipelines shall be removed to an authorized disposal site. Grantee shall select the method of disposal. Grantee shall not be liable for damages to any brush or tree limbs upon the Permanent Easement as a result of its exercise of its rights under this paragraph. Grantee shall either provide replacement trees of a similar caliper or offer Grantor compensation equal to the cost of replacement for any trees removed by the Grantee's exercise of its rights under the Temporary or Permanent Easements. Such compensation shall be in addition to the consideration provided for the value of the Temporary Easement and Permanent Easement. Prior to any removal of any trees, Grantee shall provide

to Grantor a written inventory of trees of 8" in caliper or more to be removed during the construction of the Pipelines.

11. 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.

12. Grantee shall have the right to remove any fence which now crosses or may cross the Permanent Easement or Temporary Easement during 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 of the Pipelines, 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.

13. 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, as much as is reasonably practicable, 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 as may be permitted in the exercise of Grantee's rights under the Permanent Easement. Grantee shall restore any surface area of the Temporary Easement disturbed during construction, as much as is reasonably practicable, 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.

14. 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.

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

16. 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, provided that Grantee provides reasonable advance written notice of the proposed assignment and the identity of the assignees to Grantor. The Permanent Easement shall be perpetual. Grantee shall not be relieved of its obligations to the Grantor under this Easement, unless Grantee's assignee accepts and agrees to assume such obligations.

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. Grantee shall deliver to Grantor promptly after recording a fully executed copy of the Easement and the book and page number where the Easement was recorded at the Office of the Recorder of Deeds in and for Chester County, Pennsylvania ("Recorder's Office").

19. Grantee shall be obligated to pay all transfer taxes associated with the conveying, executing and/or recording of the Easement, if any.

20. This Easement contains the entire agreement between Grantor and Grantee with respect to the Permanent Easement and Temporary Easement and supersedes any and all prior statements, whether written or oral, and all oral or written proposals, if any, concerning the subjects of the Temporary Easement or Permanent Easement. Grantor confirms and agrees that it 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.

21. 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.

22. After review and approval of Grantor (such approval not to be unreasonably withheld, conditioned or denied), Grantee may replace Exhibit "A" and "B" with a more definitive description and drawing, respectively, of the Permanent Easement and Temporary Easement and record the same in the Recorder's Office. If Grantee requires additional work space and/or easement or the final survey of the Permanent Easement and Temporary Easement increases the size of the Easements, then an additional payment shall be made to Grantor on a pro rata basis. If the final survey does not increase the size of the Permanent Easement and Temporary Easement or include additional work space/easements, then Grantor shall retain all funds paid to it by Grantee with no refund required.

23. 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.

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

25. To the extent a discharge of Hazardous Substances, as defined in Paragraph 29 herein, occurs from the Pipelines resulting from the construction and operation of the Pipelines which is the subject of this Easement, Grantee agrees to investigate and, if necessary, remediate such Hazardous Substances in compliance with applicable state and federal regulations and shall, upon request by Grantor, provide a certificate of completion, letter of no further action or similar acknowledgment of closure issued by the relevant authority confirming that Grantee has satisfied the cleanup requirements of such agency, if such certificate or no further action letter is provided by such agency and consistent with applicable law. Grantee

further acknowledges that any discharge resulting from the operation of the Pipelines may be subject to the indemnification set forth in paragraphs 25 and 26 below.

26. Grantee shall be liable for all damages and losses to the extent caused by or arising out of the construction, maintenance, repair, replacement or operation of the Pipeline or Grantee's activities on the Easements. Grantee agrees to indemnify, defend and hold harmless Grantor, its officers, employees and affiliates from such Claims (as defined herein) asserted against Grantor to the extent caused by or arising out of the construction, maintenance, repair, replacement or operation of the Pipeline or Grantee's activities. The foregoing indemnity is subject to Grantor providing written notice to Grantee within fifteen (15) 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, at no cost to Grantee, in the investigation and defense of such Claims. As used herein, "Claim(s)" are defined as "claims, demands, causes of action, suits, lawsuits, judgments, fines or penalties, administrative adjudications or other actions, mechanic's liens, reasonable attorney's fees and costs, asserted by any person (including Grantor, Grantee, their respective employees, officers, etc., Grantee's consultant, governmental entity or any other third party) for personal injury, death or for loss of or damage to property arising out of or resulting from Grantee's operations or acts or omissions in constructing, operating and/or maintaining the Pipelines including any releases, leaks or spills from, or explosions of, the Pipelines." Grantee also agrees to indemnify, defend, and hold harmless Grantor from any Claims by any third party asserting a claim for taxes or damages as a result of Grantee's failure to pay the same to the extent provided herein.

27. 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.

28. Grantee shall procure and maintain and shall cause its contractors, subcontractors, agents, and representatives to 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.
4. Environmental Liability Insurance. Contractor's Pollution Liability insurance to be maintained during construction of the Pipelines with policy limits of \$5,000,000 for each

occurrence and in the aggregate; Environmental Pollution Liability insurance policy by Grantee will be maintained after construction of the Pipelines, on a claims made basis, with policy limits of \$20,000,000 for each claim and in the aggregate;

29. **Environmental Liability.** Commercial Liability Policy and the Environmental Pollution Liability policies shall insure against a Release or Discovery of Release of Hazardous Substances on, in, under, about, or emanating from the Easements and caused by the Grantee or its officials, employees, agents, representatives, contractors or subcontractors. Such policies shall be reasonably acceptable to the Grantor, and endorsed to include Grantor as an additional insured; state that this insurance is primary insurance with regard to any other insurance carried by Grantor; provide that it shall not be subject to cancellation, material change or non-renewal without 30 days prior written notice to Grantor.

For the purposes of this Environmental Liability provision, the following definitions shall apply:

1. "Environmental Laws" shall mean the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §9601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §651 et seq.; Pennsylvania Hazardous Sites Cleanup Act, 35 P.S. §6020.101 et seq., Solid Waste Management Act, 35 P.S. §6018.101 et seq., Pennsylvania Land Recycling and Environmental Remediation Standards Act, 35 P.S. §6026.101 et seq., Pennsylvania Clean Streams Law, 35 P.S. §691.1 et seq., Pennsylvania Air Pollution Control Act, 35 P.S. §4001 et seq., and any amendments thereto, subsequent iterations thereof or any subsequent legislation regarding same or similar subject matter and applicable regulations implementing guidance or policy.
2. "Hazardous Substances" shall mean any substance, material or waste that is regulated, classified, designated, or otherwise characterized under or pursuant to any Environmental Law as "hazardous", "toxic", "pollutant", "contaminant", "radioactive", including petroleum and its by-products, radon and urea formaldehyde insulation.
3. "Release" or "Discovery of Release" shall mean the actual spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of Hazardous Substances, as defined herein, into the environment from the Pipelines including, but not limited to, that which occurred in the past as well as that which is continuing, excluding that which occurs solely within the workplace, some vehicle emissions, nuclear emissions, or the normal application of fertilizer as defined in 42 U.S.C. § 9601(22).

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

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

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

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

31. Grantee agrees to provide Grantor with at least five (5) days' notice of the date upon which Grantee anticipates commencement of construction on Grantor's property.

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 Operations GP LLC, its
general partner

By: *Karen R. McMillin*

Name: Karen R. McMillin

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

ACKNOWLEDGEMENT

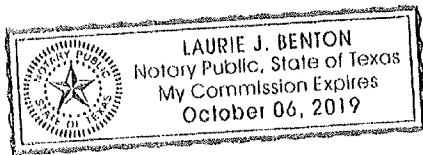
STATE OF Texas

COUNTY OF Fort Bend

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On this 15th day of February, 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 15th day of February, 2016.



Laurie J. Benton
Notary Public in and for the State of Tx
Laurie J. Benton
(Print Name of Notary Public Here)

PA-CH-0359.0000
Chester County, Pennsylvania
Pennsylvania Pipeline Project

Exhibit "A"

**DESCRIPTION FOR A PERMANENT EASEMENT ACROSS THE LANDS OF
HANKIN FAMILY LIMITED PARTNERSHIP, A PA LIMITED PARTNERSHIP**

BEING A METES AND BOUNDS DESCRIPTION FOR PERMANENT EASEMENT ACROSS THE LANDS NOW OR FORMERLY OF HANKIN FAMILY LIMITED PARTNERSHIP, A PA LIMITED PARTNERSHIP IN EAST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA, SAID LAND BEING MORE PARTICULARLY DESCRIBED IN DEED BOOK 4283, PAGE 90 AS RECORDED IN THE CHESTER COUNTY RECORDER OF DEEDS.

Beginning at a point, said point being the southwest corner lands now or formerly Hankin Family Limited Partnership, a PA Limited Partnership in Boot Road; thence along the western boundary line lands now or formerly Hankin Family Limited Partnership, a PA Limited Partnership North 02°28'47" West a distance of 44.9 feet more or less to a point; thence across the lands now or formerly Hankin Family Limited Partnership, a PA Limited Partnership the following four (4) courses and distances; (1) along a curve to the right, having a radius of 7510.0 feet, an arc length of two hundred sixty-five feet (265') more or less, a chord bearing South 70°20'11" East and a distance of 264.7 feet more or less to a point; (2) South 72°42'37" East a distance of 164.5 feet more or less to a point; (3) South 67°19'38" East a distance of 1063.0 feet more or less to a point; (4) South 44°50'44" East a distance of 16.1 feet more or less to a point on the southeasterly boundary line lands now or formerly Hankin Family Limited Partnership, a PA Limited Partnership; thence along said southeasterly boundary line South 38°17'20" West a distance of 50.4 feet more or less to a point near the southernmost corner lands now or formerly Hankin Family Limited Partnership, a PA Limited Partnership near Boot Road; thence back across the lands now or formerly Hankin Family Limited Partnership, a PA Limited Partnership the following two (2) courses and distances; (1) North 44°50'44" West a distance of 12.2 feet more or less to a point; (2) North 67°19'38" West a distance of 51.8 feet more or less to a point on the southwesterly boundary line lands now or formerly Hankin Family Limited Partnership, a PA Limited Partnership at Boot Road; thence along said southwesterly boundary line the following two (2) courses and distances; (1) North 43°34'32" West a distance of 3.3 feet more or less to a point; (2) South 50°10'50" West a distance of 1.5 feet more or less to a point; thence continuing back across the lands now or formerly Hankin Family Limited Partnership, a PA Limited Partnership North 67°19'38" West a distance of 74.5 feet more or less to a point on the southwesterly boundary line lands now or formerly Hankin Family Limited Partnership, a PA Limited Partnership in Boot Road; thence along said southwesterly boundary line the following five (5) courses and distances; (1) North 48°23'55" West a distance of 35.6 feet more or less to a point; (2) North 60°15'42" West a distance of 100.6 feet more or less to a point; (3) North 62°37'27" West a distance of 97.8 feet more or less to a point; (4) North 68°52'03" West a distance of 624.5 feet more or less to a point; (5) North 71°32'25" West a distance of 478.2 feet more or less to the POINT OF BEGINNING.

The above described easement across the lands now or formerly Hankin Family Limited Partnership, a PA Limited Partnership containing 1.14 acres more or less as shown on a plan prepared by LW Survey Co. entitled "PERMANENT EASEMENT & RIGHT OF WAY CROSSING PROPERTY OF HANKIN FAMILY LIMITED PARTNERSHIP, A PA LIMITED PARTNERSHIP"

Notes:

- 1) The purpose of this Exhibit "A" document is to fully describe the area of the proposed permanent easement across the lands of Hankin Family Limited Partnership, a PA 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 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

An additional area, adjacent to the easterly boundary line lands now or formerly Hankin Family Limited Partnership, a PA Limited Partnership, measuring approximately sixteen feet (16') by forty-one feet (41') by thirty-nine feet (39') by sixty-one feet (61') by two hundred fifty feet (250') by sixty-one feet (61') by two hundred fifty-four feet (254') by sixty-seven feet (67') by twelve feet (12') by thirty-seven feet (37') north of the above mentioned permanent easement will be required for construction purposes. An additional area, adjacent to the southeasterly boundary line lands now or formerly Hankin Family Limited Partnership, a PA Limited Partnership, measuring approximately eight feet (8') by twenty feet (20') by forty-eight feet (48') by fifty-two feet (52') by twelve feet (12') south of the above mentioned permanent easement will be required for construction purposes. An additional area, adjacent to the southern boundary line lands now or formerly Hankin Family Limited Partnership, a PA Limited Partnership, measuring approximately nine feet (9') by twenty-three feet (23') by twenty-five feet (25') south of the above mentioned permanent easement will be required for construction purposes.

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

EXHIBIT 3

**MARINER EAST 2 PENNSYLVANIA PIPELINE PROJECT
SEGMENT 3**

PA-CH-0118.0000

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

Chester County UPI# 32-3-81.9

PERMANENT AND TEMPORARY EASEMENT

This Permanent and Temporary Easement (together, the "Easement"), dated February 3, 2016, by **730 Stockton Drive Associates, L.P., a Pennsylvania Limited Partnership**, whose mailing address is 707 Eagleview Boulevard, Exton, Pennsylvania 19341, (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 free and unobstructed permanent easement which shall be twenty-five feet (25') on either side of a centerline more fully described on Exhibit A, in order to construct, operate and maintain two (2) pipelines, not to exceed twenty-four inches (24") in nominal pipe diameter (the "Pipelines") and above-ground markers and cathodic protection leads, in, over, through, across, under, and along land owned by the Grantor described in the attached plat entitled "Description for a Permanent Easement Across the Lands of 730 Stockton Drive Associates, L.P., a Pennsylvania Limited Partnership", prepared by LW Survey Co., dated 3/11/15 attached hereto as **Exhibit "A"** and the legal description of the permanent easement ("Permanent Easement") and temporary easement ("Temporary Easement") areas attached hereto as **Exhibit "B"**. The legal description describes the Permanent Easement area measuring 1.28 acres and the Temporary Easement area measuring 0.05 acres. No surface or subsurface appurtenances to the Pipelines including, but not limited to meter stations, meter pits, compression or pumping station or devices, structures, or fences shall be installed or constructed within the Permanent Easement or the Temporary Easement, other than as specifically provided in this Easement or as otherwise agreed to, in writing, by Grantor.

Grantor also hereby grants, bargains, sells and conveys unto Grantee a Temporary Easement on the Property, as shown on **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 eighteen (18) months per line from the date of commencement of construction of each Pipeline on the property. However, if Grantee has completed its use of this Temporary Easement prior to the expiration of the two periods of eighteen (18) months each and so states in writing, then the Temporary Easement shall immediately terminate, unless and until such time as an additional pipeline is installed, at which time the Temporary Easement shall renew for the same length of time specified in this paragraph. The Permanent Easement and Temporary Easement lie and are located on the Property owned by Grantor as follows:

Parcel identification number(s): 32-03-0081.0900, 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 14.16 acres, more or less, being more specifically

described in the Deed dated October 26, 2012 and recorded in Deed Book 8566, Page 680, 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 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, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, the Pipelines, for the transportation of oil, oil products, crude petroleum, natural gas, natural gas liquids, hydrocarbon liquids and the products thereof, as may be necessary or desirable for the operation of the Pipelines, and subject to the limitations set forth herein.

2. For the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, repairing, relocating and changing the route or routes of, and removing, in whole or in part, the Pipelines, Grantee shall use directional drilling (or other trenchless methods) which does not disturb the surface of the Property in any material respect. However, Grantee reserves the right to install the Pipelines via traditional open trench method should conditions beyond Grantee's control necessitate it. Should aforementioned event occur Grantee shall obtain written permission from Grantor, which shall not be unreasonably withheld, conditioned or delayed, and shall make additional payment to Grantor for the use of a temporary construction easement (the "Temporary Easement"). All rights, duties and/or obligations arising by or under this Easement shall only apply to the Temporary Easement while same is in effect.

Grantee shall bury the Pipelines to a minimum depth of forty-eight inches (48") below the surface of the ground and any then-existing drainage ditches, creeks and roads, except at those locations where rock is encountered, the Pipelines may be buried at a lesser depth, but in no event less than thirty-six inches (36") below the ground surface. Grantee shall notify Grantor of any locations within the Permanent Easement area where the Pipelines cannot be buried to the minimum depth specified above.

3. Grantee shall have the right to select the exact location of the Pipelines within the Permanent Easement. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the Pipelines. Grantee shall obtain Grantor's approval for any cuts or fills to be conducted within the Permanent Easement and Temporary Easement areas prior to the start of construction. Such approval shall not be unreasonably withheld, conditioned or delayed. Grantor's failure to provide its approval or disapproval within ten (10) days of written notice shall be deemed as an approval of Grantee's request.

4. The consideration paid by Grantee in this Easement includes the market value of the Permanent Easement and the Temporary Easement conveyed by Grantor and any and all damages that have accrued or may accrue to the Grantor with respect to other portions of the Property not encumbered by the Temporary Easement and Permanent Easement and for reasonably anticipated damages caused to the surface of the Property at any time during the initial construction of the Pipelines. Such consideration shall not excuse Grantee from its responsibility to restore any portions of the surface of the Property damaged during construction of the Pipelines. The initial consideration includes all damages to Grantor (or, if leased, to Grantor's tenant) caused to timber or growing crops on any area of the Property impacted by construction of the Pipelines. The initial consideration does not cover any damages which may accrue after construction of the Pipelines to the Property including, without limitation, 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, without limitation, damages for loss, injury, or death to persons or property, including that 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 either the Temporary or Permanent Easement. Grantee shall pay Grantor for any and all other such reasonable damages within sixty (60) days of receipt of an itemized written invoice from the Grantor for any such loss.

5. Grantee shall have the right of reasonable entry, access, ingress and egress in, to, through, on, over, under and across the Property for any and all purposes reasonably necessary for and/or incident to Grantee's

exercise of the rights granted to it by the Temporary or Permanent Easements. Grantee shall promptly repair any damage to any- 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 and restore all ground disturbed by Grantee's use of the Permanent Easement and Temporary Easement, other than permanent changes permitted in the exercise of Grantee's rights under the Permanent Easement, to substantially the same condition as existed prior to such disturbance and will construct and maintain soil conservation devices on the Permanent Easement and Temporary Easement immediately after any 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 Temporary Easement and Permanent Easement for any and all purposes not inconsistent with the purposes set forth herein. Grantor may not use any part of the Temporary Easement and Permanent Easement if such use may damage, destroy, injure, and/or interfere with Grantee's use of the Temporary Easement and Permanent Easement 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 Temporary Easement and Permanent Easement without the written permission of Grantee: (1) construct any temporary or permanent building or site improvements; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above- or below-ground obstruction that may interfere with the purposes for which the Temporary Easement and Permanent Easement are being acquired may be placed, erected, installed or permitted upon the Easements without the written permission of Grantee. Grantor's authorized uses may include, but shall not be limited to, agricultural, recreational, industrial, open space, setback, density, street and roadway purposes, and parking and curbing; provided that Grantor shall not construct any improvements on the Permanent Easement that would unreasonably interfere with Grantee's exercise of the rights herein conveyed. Grantor is permitted, after review and written approval by Grantee, which approval shall not be unreasonably withheld, conditioned, denied or delayed, 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 provided that all of Grantee's reasonably required and applicable spacing, including depth separation limits and other protective requirements in accordance with Grantee's published safety and engineering standards (including Cathodic protection) are met by Grantor. The use of the Permanent Easement by Grantor shall be subject to all applicable ordinances, regulations, resolutions or laws of the governmental entity with authority over the Permanent Easement. Grantor shall 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 or subcontractors shall not (i) hunt, fish, trap, swim, camp or picnic on the Permanent Easement and Temporary Easement, (ii) purposely harm or injure in any way the artifacts, wildlife, animals or livestock on the Permanent Easement and Temporary Easement, or (iii) bring any dog, gun, firearm, fishing equipment, other sporting paraphernalia, alcohol or illegal drug of any kind onto the Permanent Easement and Temporary Easement.

9. Grantee agrees that Grantee and its agents, officers, servants, employees, invitees and subcontractors shall conduct all construction activities in a good and workmanlike manner in accordance with all industry standards and at all times follow the highest observed and best practices in the pipeline industry.

10. Grantee has the right, but not the obligation, to mow the Permanent Easement and to trim or cut down or eliminate trees or shrubbery to the extent, in the sole reasonable judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the operation of the Pipelines, to remove possible hazards thereto and to comply with governmental regulations, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Permanent Easement which, in the sole reasonable judgment of the Grantee, may endanger or interfere with

the efficiency, safety, or convenient operation of the Pipelines or conflict with governmental regulations. All trees, brush and other debris caused by construction of the Pipelines shall be removed to an authorized disposal site. Grantee shall select the method of disposal. Grantee shall not be liable for damages to any brush or tree limbs upon the Permanent Easement as a result of its exercise of its rights under this paragraph. Grantee shall either provide replacement trees of a similar caliper or offer Grantor compensation equal to the cost of replacement for any trees removed by the Grantee's exercise of its rights under the Temporary or Permanent Easements. Such compensation shall be in addition to the consideration provided for the value of the Temporary Easement and Permanent Easement. Prior to any removal of any trees, Grantee shall provide to Grantor a written inventory of trees of 8" in caliper or more to be removed during the construction of the Pipelines.

11. 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.

12. Grantee shall have the right to remove any fence which now crosses or may cross the Permanent Easement or Temporary Easement during 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 of the Pipelines, 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.

13. 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, as much as is reasonably practicable, 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 as may be permitted in the exercise of Grantee's rights under the Permanent Easement. Grantee shall restore any surface area of the Temporary Easement disturbed during construction, as much as is reasonably practicable, 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.

14. 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.

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

16. 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, provided that Grantee provides reasonable advance written notice of the proposed assignment and the identity of the assignees to Grantor. The Permanent Easement shall be perpetual. Grantee shall not be relieved of its obligations to the Grantor under this Easement, unless Grantee's assignee accepts and agrees to assume such obligations.

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. Grantee shall deliver to Grantor promptly after recording a fully executed copy of the Easement and the book and page number where the Easement was recorded at the Office of the Recorder of Deeds in and for Chester County, Pennsylvania ("Recorder's Office").

19. Grantee shall be obligated to pay all transfer taxes associated with the conveying, executing and/or recording of the Easement, if any.

20. This Easement contains the entire agreement between Grantor and Grantee with respect to the Permanent Easement and Temporary Easement and supersedes any and all prior statements, whether written or oral, and all oral or written proposals, if any, concerning the subjects of the Temporary Easement or Permanent Easement. Grantor confirms and agrees that it 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.

21. 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.

22. After review and approval of Grantor (such approval not to be unreasonably withheld, conditioned or denied), Grantee may replace Exhibit "A" and "B" with a more definitive description and drawing, respectively, of the Permanent Easement and Temporary Easement and record the same in the Recorder's Office. If Grantee requires additional work space and/or easement or the final survey of the Permanent Easement and Temporary Easement increases the size of the Easements, then an additional payment shall be made to Grantor on a pro rata basis. If the final survey does not increase the size of the Permanent Easement and Temporary Easement or include additional work space/easements, then Grantor shall retain all funds paid to it by Grantee with no refund required.

23. 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.

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

25. To the extent a discharge of Hazardous Substances, as defined in Paragraph 29 herein, occurs from the Pipelines resulting from the construction and operation of the Pipelines which is the subject of this Easement, Grantee agrees to investigate and, if necessary, remediate such Hazardous Substances in compliance with applicable state and federal regulations and shall, upon request by Grantor, provide a certificate of completion, letter of no further action or similar acknowledgment of closure issued by the relevant authority confirming that Grantee has satisfied the cleanup requirements of such agency, if such certificate or no further action letter is provided by such agency and consistent with applicable law. Grantee further acknowledges that any discharge resulting from the operation of the Pipelines may be subject to the indemnification set forth in paragraphs 25 and 26 below.

26. Grantee shall be liable for all damages and losses to the extent caused by or arising out of the construction, maintenance, repair, replacement or operation of the Pipeline or Grantee's activities on the Easements. Grantee agrees to indemnify, defend and hold harmless Grantor, its officers, employees and affiliates from such Claims (as defined herein) asserted against Grantor to the extent caused by or arising out of the construction, maintenance, repair, replacement or operation of the Pipeline or Grantee's activities. The foregoing indemnity is subject to Grantor providing written notice to Grantee within fifteen (15) 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, at no cost to Grantee, in the investigation and defense of such Claims. As used herein, "Claim(s)" are defined as "claims, demands, causes of action, suits, lawsuits, judgments, fines or penalties, administrative adjudications or other actions, mechanic's liens, reasonable attorney's fees and costs, asserted by any person (including Grantor, Grantee, their respective employees, officers, etc., Grantee's consultant, governmental entity or any other third party) for personal injury, death or for loss of or damage to property arising out of or resulting from Grantee's operations or acts or omissions in constructing, operating and/or maintaining the Pipelines including any releases, leaks or spills from, or explosions of, the Pipelines." Grantee also agrees to indemnify, defend, and hold harmless Grantor from any Claims by any third party asserting a claim for taxes or damages as a result of Grantee's failure to pay the same to the extent provided herein.

27. 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.

28. Grantee shall procure and maintain and shall cause its contractors, subcontractors, agents, and representatives to procure and maintain with reputable insurers with AM Best Company's rating of not less than "A-:VI" 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.
4. Environmental Liability Insurance. Contractor's Pollution Liability insurance to be maintained during construction of the Pipelines with policy limits of \$5,000,000 for each occurrence and in the aggregate; Environmental Pollution Liability insurance policy by Grantee will be maintained after construction of the Pipelines, on a claims made basis, with policy limits of \$20,000,000 for each claim and in the aggregate;

29. Environmental Liability. Commercial Liability Policy and the Environmental Pollution Liability policies shall insure against a Release or Discovery of Release of Hazardous Substances on, in, under, about, or emanating from the Easements and caused by the Grantee or its officials, employees, agents, representatives, contractors or subcontractors. Such policies shall be reasonably acceptable to the Grantor, and endorsed to include Grantor as an additional insured; state that this insurance is primary insurance with regard to any other insurance carried by Grantor; provide that it shall not be subject to cancellation, material change or non-renewal without 30 days prior written notice to Grantor.

For the purposes of this Environmental Liability provision, the following definitions shall apply:

1. "Environmental Laws" shall mean the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §9601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §651 et seq.; Pennsylvania Hazardous Sites Cleanup Act, 35 P.S. §6020.101 et seq., Solid Waste Management Act, 35 P.S. §6018.101 et seq., Pennsylvania Land Recycling and Environmental Remediation Standards Act, 35 P.S. §6026.101 et seq., Pennsylvania Clean Streams Law, 35 P.S. §691.1 et seq., Pennsylvania Air Pollution Control Act, 35 P.S. §4001 et seq., and any amendments thereto, subsequent iterations thereof or any subsequent legislation regarding same or similar subject matter and applicable regulations implementing guidance or policy.
2. "Hazardous Substances" shall mean any substance, material or waste that is regulated, classified, designated, or otherwise characterized under or pursuant to any Environmental Law as "hazardous", "toxic", "pollutant", "contaminant", "radioactive", including petroleum and its by-products, radon and urea formaldehyde insulation.
3. "Release" or "Discovery of Release" shall mean the actual spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of Hazardous Substances, as defined herein, into the environment from the Pipelines including, but not limited to, that which occurred in the past as well as that which is continuing, excluding that which occurs solely within the workplace, some vehicle emissions, nuclear emissions, or the normal application of fertilizer as defined in 42 U.S.C. § 9601(22).

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

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

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

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

31. Grantee agrees to provide Grantor with at least five (5) days' notice of the date upon which Grantee anticipates commencement of construction on Grantor's property.

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 3rd day of February, 2016.

GRANTOR:

730 STOCKTON DRIVE ASSOCIATES, LP

By: 730 Stockton Drive Associates, GP, Inc., its sole
general partner

By: [Signature]
Robert S. Hankin, President

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA §

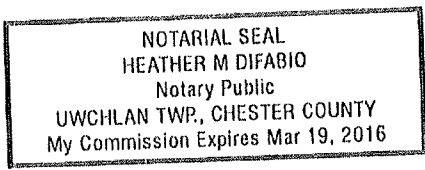
COUNTY OF Chester §

On this 3rd day of February, 2016, before me, the undersigned officer, personally appeared Robert S Hankin, who acknowledged himself/herself to be the president of 730 Stockton Drive Associates GP, Inc., the sole general partner of 730 Stockton Drive Associates, LP, a Pennsylvania limited partnership, and further acknowledged that he/she, as such president, 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 3rd day of February, 2016.

[Signature]
Notary Public in and for the Commonwealth of Pennsylvania

Heather M DiFabio
(Print Name of Notary Public Here)



GRANTEE:

Sunoco Pipeline L.P.

By: Sunoco Logistics Operations GP LLC, its
general partner

By: Karen R. McMillin

Name: Karen R. McMillin

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

ACKNOWLEDGEMENT

STATE OF Texas

§

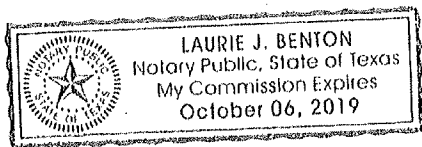
COUNTY OF Fort Bend

§

§

On this 15th day of February, 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 15th day of February, 2016.



Laurie J. Benton
Notary Public in and for the State of TX
Laurie J. Benton
(Print Name of Notary Public Here)

PA-CH-0118.0000
Chester County, Pennsylvania
Pennsylvania Pipeline Project

Exhibit "A"

**DESCRIPTION FOR A PERMANENT EASEMENT ACROSS THE LANDS OF
730 STOCKTON DRIVE ASSOCIATES, L.P., A PENNSYLVANIA LIMITED PARTNERSHIP**

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 730 STOCKTON DRIVE ASSOCIATES, L.P., A PENNSYLVANIA LIMITED PARTNERSHIP IN UPPER UWCHLAN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA, SAID LAND BEING MORE PARTICULARLY DESCRIBED IN DEED BOOK 8566, PAGE 680 AS RECORDED IN THE CHESTER COUNTY RECORDER OF DEEDS.

Commencing from a point, said point being the westernmost corner lands now or formerly 730 Stockton Drive Associates, L.P., a Pennsylvania limited partnership; thence North 69°02'00" East a distance of 36.9 feet more or less to the POINT OF BEGINNING of the centerline of the easement described herein; thence across the lands now or formerly 730 Stockton Drive Associates, L.P., a Pennsylvania limited partnership the following four (4) courses and distances; (1) South 55°31'48" East a distance of 155.5 feet more or less to a point; (2) South 55°14'53" East a distance of 260.6 feet more or less to a point; (3) South 55°38'31" East a distance of 308.4 feet more or less to a point; (4) South 55°45'30" East a distance of 386.5 feet more or less to a point on the westerly boundary line lands now or formerly 730 Stockton Drive Associates, L.P. being the POINT OF TERMINATION of the centerline of the easement described herein, said point being eighty-four feet (84') northeast of southernmost corner lands now or formerly 730 Stockton Drive Associates, L.P., a Pennsylvania limited partnership at Sierra Drive.

The above described easement across the lands now or formerly 730 Stockton Drive Associates, L.P., a Pennsylvania limited partnership containing 1.28 acres more or less as shown on a plan prepared by LW Survey Co. entitled "PERMANENT EASEMENT & RIGHT OF WAY CROSSING PROPERTY OF 730 STOCKTON DRIVE ASSOCIATES, L.P., A PENNSYLVANIA LIMITED PARTNERSHIP"

Notes:

- 1) The purpose of this Exhibit "A" document is to fully describe the area of the proposed permanent easement across the lands of 730 Stockton Drive Associates, L.P., a Pennsylvania 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 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 variable width strip of land to be used during construction. The variable width strip of land will be on the southwest side, parallel to and coincident with the above described permanent easement. Said variable width strip of land will extend from the eastern boundary line lands now or formerly The Hankin Group a distance of approximately six hundred forty-one feet (641') across the lands now or formerly 730 Stockton Drive Associates, L.P., a Pennsylvania limited partnership.

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

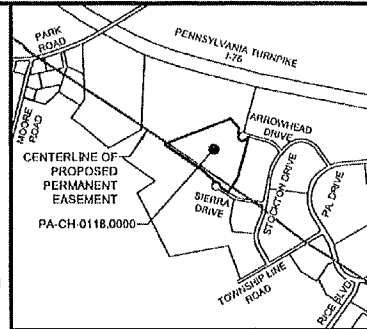
EXHIBIT B UPPER UWCHLAN TOWNSHIP CHESTER COUNTY, PENNSYLVANIA

LEGEND

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

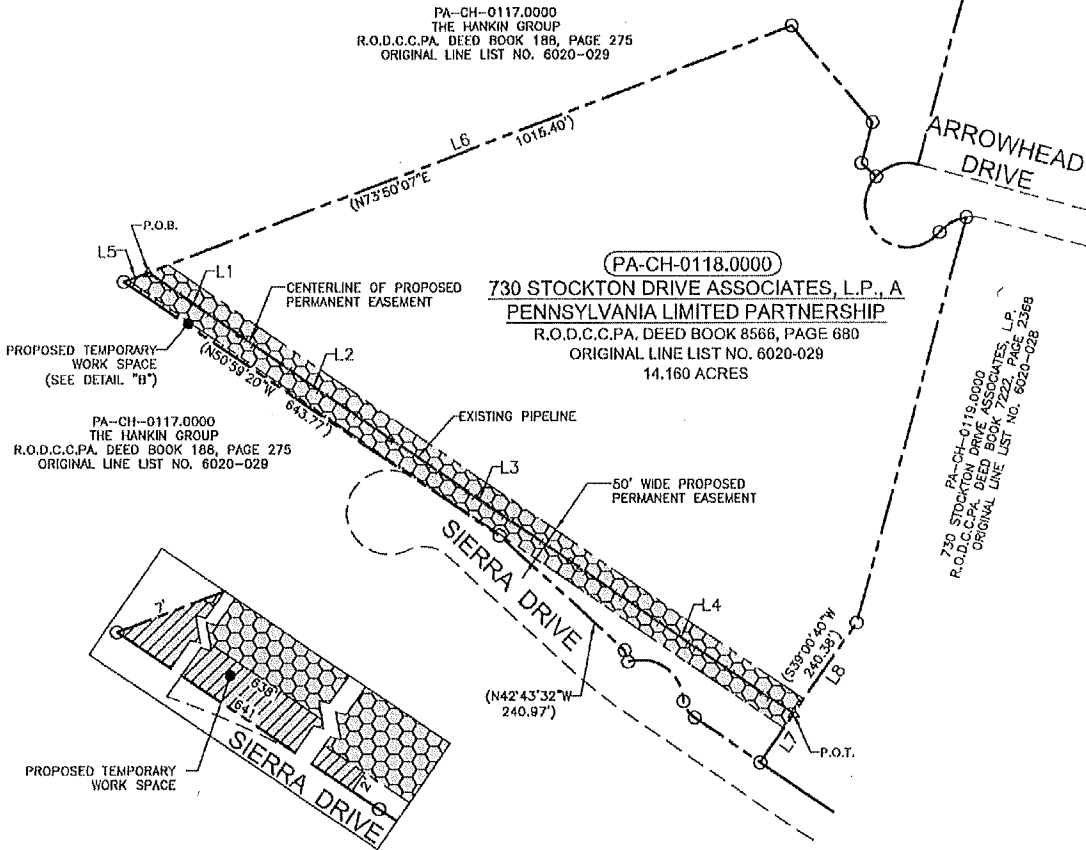


Scale: 1" = 200'



VICINITY MAP
NOT TO SCALE

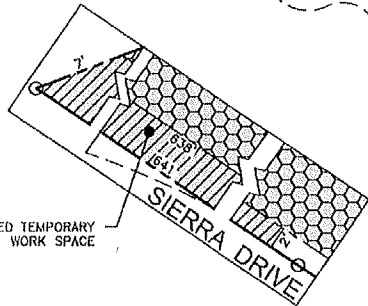
PA-CH-0117.0000
THE HANKIN GROUP
R.O.D.C.C.P.A. DEED BOOK 188, PAGE 275
ORIGINAL LINE LIST NO. 6020-029



PA-CH-0117.0000
THE HANKIN GROUP
R.O.D.C.C.P.A. DEED BOOK 188, PAGE 275
ORIGINAL LINE LIST NO. 6020-029

PA-CH-0118.0000
**730 STOCKTON DRIVE ASSOCIATES, L.P., A
PENNSYLVANIA LIMITED PARTNERSHIP**
R.O.D.C.C.P.A. DEED BOOK 8566, PAGE 680
ORIGINAL LINE LIST NO. 6020-029
14.160 ACRES

PA-CH-0119.0000
730 STOCKTON DRIVE ASSOCIATES, L.P.
R.O.D.C.C.P.A. DEED BOOK 7222, PAGE 2368
ORIGINAL LINE LIST NO. 6020-028



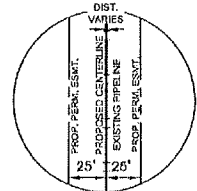
DETAIL "B"

TOTAL DISTANCE ACROSS PROPERTY: 1111.02 FT
PROPOSED PERMANENT EASEMENT: 1.28 ACRES
TEMPORARY WORK SPACE: 0.05 ACRES
ADDITIONAL TEMPORARY WORK SPACE: 0.00 ACRES

LINE	BEARING	DISTANCE
L1	S55°31'48"E	155.52'
L2	S55°14'53"E	280.59'
L3	S55°38'31"E	308.37'
L4	S55°45'30"E	386.54'
L5	N69°02'00"E	36.89'
L6	S69°02'00"W	978.51'
L7	N34°12'33"E	83.97'
L8	S34°12'33"W	156.41'

NOTES:

- 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.
- 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.
- 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.
- CORNER TIES WITH "2" REFERENCE, ARE APPROXIMATE SCALED DISTANCES.
- 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	2/18/15	JDG	ISSUED FOR REVIEW
0	3/11/15	ARG	REVISED PER COMMENTS

PERMANENT EASEMENT & RIGHT OF WAY
CROSSING PROPERTY OF
730 STOCKTON DRIVE ASSOCIATES, L.P., A PENNSYLVANIA
LIMITED PARTNERSHIP

DRAWN BY: JJH DRAWN DATE: 2/8/15 CHECKED BY: ARG PLOT DATE: 3/11/15

TRACT NO. PA-CH-0118.0000

EXHIBIT 4

**MARINER EAST 2_PENNSYLVANIA PIPELINE PROJECT
SEGMENT 3**

PA-CH-0117.0000

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

Chester County UPI# 32-3-81

PERMANENT AND TEMPORARY EASEMENT

This Permanent and Temporary Easement (together, the "Easement"), dated February 3, 2016, by **The Hankin Group**, whose mailing address is 707 Eagleview Boulevard, Exton, Pennsylvania 19341, (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 free and unobstructed permanent easement which shall be twenty-five feet (25') on either side of a centerline more fully described on Exhibit A, in order to construct, operate and maintain two (2) pipelines, not to exceed twenty-four inches (24") in nominal pipe diameter (the "Pipelines") and above-ground markers and cathodic protection leads, in, over, through, across, under, and along land owned by the Grantor described in the attached plat entitled "Description for a Permanent Easement Across the Lands of The Hankin Group", prepared by LW Survey Co., dated 4/21/15 attached hereto as **Exhibit "A"** and the legal description of the permanent easement ("Permanent Easement") and temporary easement ("Temporary Easement") areas attached hereto as **Exhibit "B"**. The legal description describes the Permanent Easement area measuring 0.50 acres and the Temporary Easement area measuring 1.05 acres. No surface or subsurface appurtenances to the Pipelines including, but not limited to meter stations, meter pits, compression or pumping station or devices, structures, or fences shall be installed or constructed within the Permanent Easement or the Temporary Easement, other than as specifically provided in this Easement or as otherwise agreed to, in writing, by Grantor.

Grantor also hereby grants, bargains, sells and conveys unto Grantee a Temporary Easement on the Property, as shown on **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 eighteen (18) months per line from the date of commencement of construction of each Pipeline on the property. However, if Grantee has completed its use of this Temporary Easement prior to the expiration of the two periods of eighteen (18) months each and so states in writing, then the Temporary Easement shall immediately terminate, unless and until such time as an additional pipeline is installed, at which time the Temporary Easement shall renew for the same length of time specified in this paragraph. The Permanent Easement and Temporary Easement lie and are located on the Property owned by Grantor as follows:

Parcel identification number(s): 32-03-0081.0000, 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 71.792 acres, more or less, being more specifically described in the Deed dated January 9, 1986 and recorded in Deed Book 188,

Page 275, 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 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, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, the Pipelines, for the transportation of oil, oil products, crude petroleum, natural gas, natural gas liquids, hydrocarbon liquids and the products thereof, as may be necessary or desirable for the operation of the Pipelines, and subject to the limitations set forth herein.
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 a lesser depth, but in no event less than thirty-six inches (36") below the ground surface. Grantee shall notify Grantor of any locations within the Permanent Easement area where the Pipelines cannot be buried to the minimum depth specified above.
3. Grantee shall have the right to select the exact location of the Pipelines within the Permanent Easement. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the Pipelines. Grantee shall obtain Grantor's approval for any cuts or fills to be conducted within the Permanent Easement and Temporary Easement areas prior to the start of construction. Such approval shall not be unreasonably withheld, conditioned or delayed. Grantor's failure to provide its approval or disapproval within ten (10) days of written notice shall be deemed as an approval of Grantee's request.
4. The consideration paid by Grantee in this Easement includes the market value of the Permanent Easement and the Temporary Easement conveyed by Grantor and any and all damages that have accrued or may accrue to the Grantor with respect to other portions of the Property not encumbered by the Temporary Easement and Permanent Easement and for reasonably anticipated damages caused to the surface of the Property at any time during the initial construction of the Pipelines. Such consideration shall not excuse Grantee from its responsibility to restore any portions of the surface of the Property damaged during construction of the Pipelines. The initial consideration includes all damages to Grantor (or, if leased, to Grantor's tenant) caused to timber or growing crops on any area of the Property impacted by construction of the Pipelines. The initial consideration does not cover any damages which may accrue after construction of the Pipelines to the Property including, without limitation, 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, without limitation, damages for loss, injury, or death to persons or property, including that 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 either the Temporary or Permanent Easement. Grantee shall pay Grantor for any and all other such reasonable damages within sixty (60) days of receipt of an itemized written invoice from the Grantor for any such loss.
5. Grantee shall have the right of reasonable entry, access, ingress and egress in, to, through, on, over, under and across the Property for any and all purposes reasonably necessary for and/or incident to Grantee's exercise of the rights granted to it by the Temporary or Permanent Easements. Grantee shall promptly repair any damage to any- 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 and restore all ground disturbed by Grantee's use of the Permanent Easement and Temporary Easement, other than permanent changes permitted in the exercise of Grantee's rights under the Permanent Easement, to substantially the same condition as existed prior to such disturbance and will construct and maintain soil conservation devices on the Permanent Easement and Temporary Easement immediately after any 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 Temporary Easement and Permanent Easement for any and all purposes not inconsistent with the purposes set forth herein. Grantor may not use any part of the Temporary Easement and Permanent Easement if such use may damage, destroy, injure, and/or interfere with Grantee's use of the Temporary Easement and Permanent Easement 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 Temporary Easement and Permanent Easement without the written permission of Grantee: (1) construct any temporary or permanent building or site improvements; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above- or below-ground obstruction that may interfere with the purposes for which the Temporary Easement and Permanent Easement are being acquired may be placed, erected, installed or permitted upon the Easements without the written permission of Grantee. Grantor's authorized uses may include, but shall not be limited to, agricultural, recreational, industrial, open space, setback, density, street and roadway purposes, and parking and curbing; provided that Grantor shall not construct any improvements on the Permanent Easement that would unreasonably interfere with Grantee's exercise of the rights herein conveyed. Grantor is permitted, after review and written approval by Grantee, which approval shall not be unreasonably withheld, conditioned, denied or delayed, 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 provided that all of Grantee's reasonably required and applicable spacing, including depth separation limits and other protective requirements in accordance with Grantee's published safety and engineering standards (including Cathodic protection) are met by Grantor. The use of the Permanent Easement by Grantor shall be subject to all applicable ordinances, regulations, resolutions or laws of the governmental entity with authority over the Permanent Easement. Grantor shall 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 or subcontractors shall not (i) hunt, fish, trap, swim, camp or picnic on the Permanent Easement and Temporary Easement, (ii) purposely harm or injure in any way the artifacts, wildlife, animals or livestock on the Permanent Easement and Temporary Easement, or (iii) bring any dog, gun, firearm, fishing equipment, other sporting paraphernalia, alcohol or illegal drug of any kind onto the Permanent Easement and Temporary Easement.

9. Grantee agrees that Grantee and its agents, officers, servants, employees, invitees and subcontractors shall conduct all construction activities in a good and workmanlike manner in accordance with all industry standards and at all times follow the highest observed and best practices in the pipeline industry.

10. Grantee has the right, but not the obligation, to mow the Permanent Easement and to trim or cut down or eliminate trees or shrubbery to the extent, in the sole reasonable judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the operation of the Pipelines, to remove possible hazards thereto and to comply with governmental regulations, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Permanent Easement which, in the sole reasonable judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the Pipelines or conflict with governmental regulations. All trees, brush and other debris caused by construction of the Pipelines shall be removed to an authorized disposal site. Grantee shall select the method of disposal. Grantee shall not be liable for damages to any brush or tree limbs upon the Permanent Easement as a result of its exercise of its rights under this paragraph. Grantee shall either provide replacement trees of a similar caliper or offer Grantor compensation equal to the cost of replacement for any trees removed by the Grantee's exercise of its rights under the Temporary or Permanent Easements. Such compensation shall be in addition to the consideration provided for the value of the Temporary Easement and Permanent Easement. Prior to any removal of any trees, Grantee shall provide

to Grantor a written inventory of trees of 8" in caliper or more to be removed during the construction of the Pipelines.

11. 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.

12. Grantee shall have the right to remove any fence which now crosses or may cross the Permanent Easement or Temporary Easement during 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 of the Pipelines, 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.

13. 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, as much as is reasonably practicable, 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 as may be permitted in the exercise of Grantee's rights under the Permanent Easement. Grantee shall restore any surface area of the Temporary Easement disturbed during construction, as much as is reasonably practicable, 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.

14. 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.

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

16. 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, provided that Grantee provides reasonable advance written notice of the proposed assignment and the identity of the assignees to Grantor. The Permanent Easement shall be perpetual. Grantee shall not be relieved of its obligations to the Grantor under this Easement, unless Grantee's assignee accepts and agrees to assume such obligations.

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. Grantee shall deliver to Grantor promptly after recording a fully executed copy of the Easement and the book and page number where the Easement was recorded at the Office of the Recorder of Deeds in and for Chester County, Pennsylvania ("Recorder's Office").

19. Grantee shall be obligated to pay all transfer taxes associated with the conveying, executing and/or recording of the Easement, if any.

20. This Easement contains the entire agreement between Grantor and Grantee with respect to the Permanent Easement and Temporary Easement and supersedes any and all prior statements, whether written or oral, and all oral or written proposals, if any, concerning the subjects of the Temporary Easement or Permanent Easement. Grantor confirms and agrees that it 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.

21. 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.

22. After review and approval of Grantor (such approval not to be unreasonably withheld, conditioned or denied), Grantee may replace Exhibit "A" and "B" with a more definitive description and drawing, respectively, of the Permanent Easement and Temporary Easement and record the same in the Recorder's Office. If Grantee requires additional work space and/or easement or the final survey of the Permanent Easement and Temporary Easement increases the size of the Easements, then an additional payment shall be made to Grantor on a pro rata basis. If the final survey does not increase the size of the Permanent Easement and Temporary Easement or include additional work space/easements, then Grantor shall retain all funds paid to it by Grantee with no refund required.

23. 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.

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

25. To the extent a discharge of Hazardous Substances, as defined in Paragraph 29 herein, occurs from the Pipelines resulting from the construction and operation of the Pipelines which is the subject of this Easement, Grantee agrees to investigate and, if necessary, remediate such Hazardous Substances in compliance with applicable state and federal regulations and shall, upon request by Grantor, provide a certificate of completion, letter of no further action or similar acknowledgment of closure issued by the relevant authority confirming that Grantee has satisfied the cleanup requirements of such agency, if such certificate or no further action letter is provided by such agency and consistent with applicable law. Grantee

further acknowledges that any discharge resulting from the operation of the Pipelines may be subject to the indemnification set forth in paragraphs 25 and 26 below.

26. Grantee shall be liable for all damages and losses to the extent caused by or arising out of the construction, maintenance, repair, replacement or operation of the Pipeline or Grantee's activities on the Easements. Grantee agrees to indemnify, defend and hold harmless Grantor, its officers, employees and affiliates from such Claims (as defined herein) asserted against Grantor to the extent caused by or arising out of the construction, maintenance, repair, replacement or operation of the Pipeline or Grantee's activities. The foregoing indemnity is subject to Grantor providing written notice to Grantee within fifteen (15) 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, at no cost to Grantee, in the investigation and defense of such Claims. As used herein, "Claim(s)" are defined as "claims, demands, causes of action, suits, lawsuits, judgments, fines or penalties, administrative adjudications or other actions, mechanic's liens, reasonable attorney's fees and costs, asserted by any person (including Grantor, Grantee, their respective employees, officers, etc., Grantee's consultant, governmental entity or any other third party) for personal injury, death or for loss of or damage to property arising out of or resulting from Grantee's operations or acts or omissions in constructing, operating and/or maintaining the Pipelines including any releases, leaks or spills from, or explosions of, the Pipelines." Grantee also agrees to indemnify, defend, and hold harmless Grantor from any Claims by any third party asserting a claim for taxes or damages as a result of Grantee's failure to pay the same to the extent provided herein.

27. 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.

28. Grantee shall procure and maintain and shall cause its contractors, subcontractors, agents, and representatives to 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.
4. Environmental Liability Insurance. Contractor's Pollution Liability insurance to be maintained during construction of the Pipelines with policy limits of \$5,000,000 for each

occurrence and in the aggregate; Environmental Pollution Liability insurance policy by Grantee will be maintained after construction of the Pipelines, on a claims made basis, with policy limits of \$20,000,000 for each claim and in the aggregate;

29. Environmental Liability. Commercial Liability Policy and the Environmental Pollution Liability policies shall insure against a Release or Discovery of Release of Hazardous Substances on, in, under, about, or emanating from the Easements and caused by the Grantee or its officials, employees, agents, representatives, contractors or subcontractors. Such policies shall be reasonably acceptable to the Grantor, and endorsed to include Grantor as an additional insured; state that this insurance is primary insurance with regard to any other insurance carried by Grantor; provide that it shall not be subject to cancellation, material change or non-renewal without 30 days prior written notice to Grantor.

For the purposes of this Environmental Liability provision, the following definitions shall apply:

1. "Environmental Laws" shall mean the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §9601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §651 et seq.; Pennsylvania Hazardous Sites Cleanup Act, 35 P.S. §6020.101 et seq., Solid Waste Management Act, 35 P.S. §6018.101 et seq., Pennsylvania Land Recycling and Environmental Remediation Standards Act, 35 P.S. §6026.101 et seq., Pennsylvania Clean Streams Law, 35 P.S. §691.1 et seq., Pennsylvania Air Pollution Control Act, 35 P.S. §4001 et seq., and any amendments thereto, subsequent iterations thereof or any subsequent legislation regarding same or similar subject matter and applicable regulations implementing guidance or policy.
2. "Hazardous Substances" shall mean any substance, material or waste that is regulated, classified, designated, or otherwise characterized under or pursuant to any Environmental Law as "hazardous", "toxic", "pollutant", "contaminant", "radioactive", including petroleum and its by-products, radon and urea formaldehyde insulation.
3. "Release" or "Discovery of Release" shall mean the actual spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of Hazardous Substances, as defined herein, into the environment from the Pipelines including, but not limited to, that which occurred in the past as well as that which is continuing, excluding that which occurs solely within the workplace, some vehicle emissions, nuclear emissions, or the normal application of fertilizer as defined in 42 U.S.C. § 9601(22).

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

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

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

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

31. Grantee agrees to provide Grantor with at least five (5) days' notice of the date upon which Grantee anticipates commencement of construction on Grantor's property.

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 3rd day of February, 2016.

GRANTOR:

HANKIN GROUP

By: The Hankin Group, Inc., its sole general partner

By: 
Robert S. Hankin, President

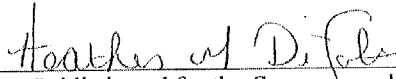
ACKNOWLEDGEMENT

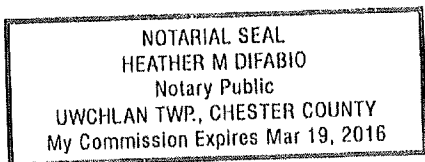
COMMONWEALTH OF PENNSYLVANIA §

COUNTY OF Chester §

On this 3rd day of February, 2016, before me, the undersigned officer, personally appeared Robert S Hankin, who acknowledged himself/herself to be the president of The Hankin Group, Inc., the sole general partner of Hankin Group, a Pennsylvania limited partnership, and further acknowledged that he/she, as such president, 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 3rd day of February, 2016.


Notary Public in and for the Commonwealth of Pennsylvania
Heather M DiFabio
(Print Name of Notary Public Here)



GRANTEE:

Sunoco Pipeline L.P.

By: Sunoco Logistics Operations GP LLC, its
general partner

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

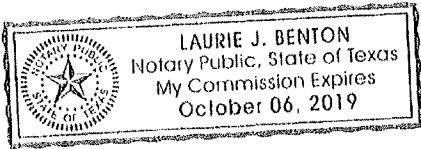
ACKNOWLEDGEMENT

STATE OF Texas
COUNTY OF Fort Bend

§
§
§

On this 15th day of February, 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 15th day of February, 2016.



Laurie J. Benton
Notary Public in and for the State of TX
Laurie J. Benton
(Print Name of Notary Public Here)

PA-CH-0117.0000
Chester County, Pennsylvania
Pennsylvania Pipeline Project

Exhibit "A"

**DESCRIPTION FOR A PERMANENT EASEMENT ACROSS THE LANDS OF
THE HANKIN GROUP**

BEING A CENTERLINE DESCRIPTION FOR A FIFTY FOOT (50') WIDE PERMANENT EASEMENT, BEING TWENTY-FIVE FEET (25') AS MEASURED PERPENDICULAR, LEFT AND RIGHT OF SAID CENTERLINE, ACROSS THE LANDS NOW OR FORMERLY OF THE HANKIN GROUP IN UPPER UWCHLAN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA, SAID LAND BEING MORE PARTICULARLY DESCRIBED IN DEED BOOK 188, PAGE 275 AS RECORDED IN THE CHESTER COUNTY RECORDER OF DEEDS.

Commencing from a point, said point being a found iron rod marking the northwest corner lands now or formerly The Hankin Group at Pennsylvania Turnpike (I-76); thence South $03^{\circ}10'16''$ West a distance of 1032.7 feet more or less to the POINT OF BEGINNING of the centerline described herein; thence across the lands now or formerly The Hankin Group the following four (4) courses and distances; (1) South $55^{\circ}58'27''$ East a distance of 55.9 feet more or less to a point; (2) South $55^{\circ}32'30''$ East a distance of 137.7 feet more or less to a point; (3) South $55^{\circ}05'06''$ East a distance of 196.8 feet more or less to a point; (4) South $55^{\circ}31'48''$ East a distance of 44.6 feet more or less to a point on the westerly boundary line lands now or formerly 730 Stockton Drive Associates, L.P., a Pennsylvania limited partnership being the POINT OF TERMINATION of the centerline of the easement described herein, said point being thirty-seven feet (37') northeast of westernmost corner lands now or formerly 730 Stockton Drive Associates, L.P., a Pennsylvania limited partnership.

The above described easement across the lands now or formerly The Hankin Group containing 0.50 acres more or less as shown on a plan prepared by LW Survey Co. entitled "PERMANENT EASEMENT & RIGHT OF WAY CROSSING PROPERTY OF THE HANKIN GROUP"

Notes:

- 1) The purpose of this Exhibit "A" document is to fully describe the area of the proposed permanent easement across the lands of The Hankin Group.
- 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 variable width strip of land to be used during construction. The variable width strip of land will be on the south side, parallel to and contiguous to the above described permanent easement. Said variable width strip of land will extend from the eastern boundary line lands now or formerly The Hankin Group at the end of the Sierra Drive cul-de-sac a distance of approximately eight hundred thirty-seven feet (837') across the lands now or formerly The Hankin Group. An additional area, adjacent to the end of the Sierra Drive cul-de-sac, measuring approximately thirty feet (30') by eight hundred fifty-three feet (853') by thirty-nine feet (39') by eight hundred thirty-seven feet (837') southwest of and parallel to the above mentioned variable width strip of land will be required for construction purposes.

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

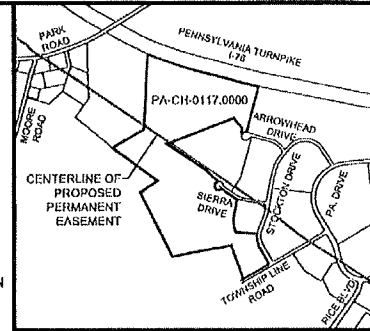
EXHIBIT B

UPPER UWCHLAN TOWNSHIP CHESTER COUNTY, PENNSYLVANIA

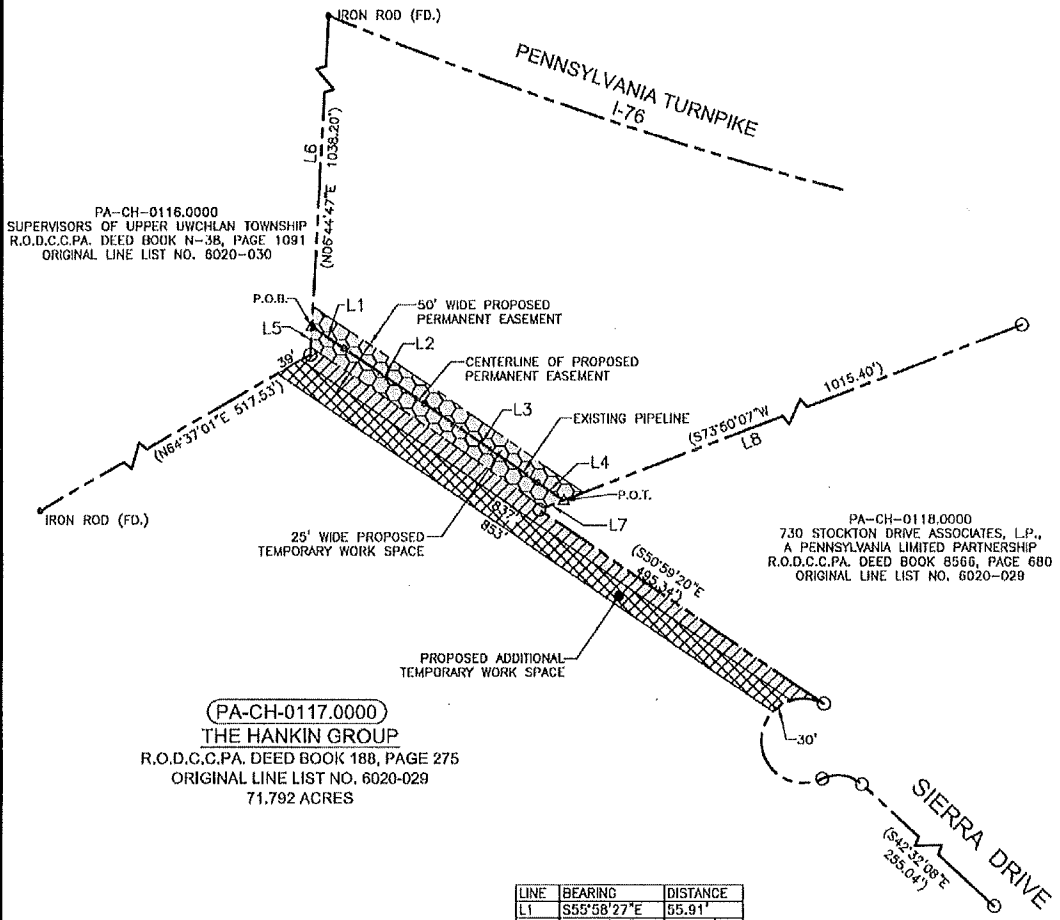
LEGEND

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

Scale: 1" = 200'



VICINITY MAP
NOT TO SCALE



PA-CH-0116.0000
SUPERVISORS OF UPPER UWCHLAN TOWNSHIP
R.O.D.C.C.P.A. DEED BOOK N-38, PAGE 1091
ORIGINAL LINE LIST NO. 6020-030

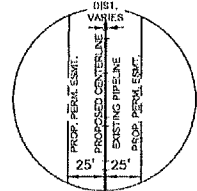
PA-CH-0118.0000
730 STOCKTON DRIVE ASSOCIATES, L.P.,
A PENNSYLVANIA LIMITED PARTNERSHIP
R.O.D.C.C.P.A. DEED BOOK 8566, PAGE 680
ORIGINAL LINE LIST NO. 6020-029

PA-CH-0117.0000
THE HANKIN GROUP
R.O.D.C.C.P.A. DEED BOOK 188, PAGE 275
ORIGINAL LINE LIST NO. 6020-029
71.792 ACRES

LINE	BEARING	DISTANCE
L1	S55°58'27"E	55.91'
L2	S55°32'30"E	137.68'
L3	S55°05'06"E	196.75'
L4	S55°31'48"E	44.63'
L5	N03°10'16"W	40.39'
L6	S03°10'16"W	1032.71'
L7	N69°02'00"E	36.89'
L8	S69°02'00"W	978.51'

TOTAL DISTANCE ACROSS PROPERTY: 434.97 FT
 PROPOSED PERMANENT EASEMENT: 0.60 ACRES
 TEMPORARY WORK SPACE: 0.44 ACRES
 ADDITIONAL TEMPORARY WORK SPACE: 0.61 ACRES

- NOTES:**
- 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.
 - 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.
 - 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.
 - CORNER TIES WITH "*" REFERENCE, ARE APPROXIMATE SCALED DISTANCES.
 - 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. 1728A Oregon Pike Suite 204 Lancaster, PA 17601	CLIENT: Sunoco Pipeline L.P.		
REVISIONS			
NO.	DATE	BY	DESCRIPTION
0	2/18/15	JDG	ISSUED FOR REVIEW
1	3/11/15	ARG	REVISED PER COMMENTS
2	4/21/15	ARG	REVISED PER REI DATA
PERMANENT EASEMENT & RIGHT OF WAY CROSSING PROPERTY OF THE HANKIN GROUP		DRAWN BY: JJH	DRAWN DATE: 2/18/15
		CHECKED BY: ARG	PLOT DATE: 4/21/15
		TRACT NO. PA-CH-0117.0000	

EXHIBIT 5

Return to: Prepared by:
Manito Abstract Company, Inc.
100 West Market Street
West Chester, PA 19382
(610) 436-4767
69760-W
UPI # 41-6-57



THIS DEED OF CONFIRMATION, made this 2nd day of December, 2014.

BETWEEN, Corner Park Associates, LP (hereinafter called the "Grantor"), of the one part, and Corner Park Associates, LP (hereinafter called the "Grantee"), of the other part.

WITNESSETH, That in consideration of One ...(\$1.00)...and 00/100 Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantee, their heirs and assigns,

ALL THAT CERTAIN tract of land situate in West Whiteland Township, Chester County, Pennsylvania, as shown on a plan entitled "Plan of ALTA/ACSM Land Title Survey for Northwyn Court Apartments" prepared by Commonwealth Engineers, Inc., Downingtown, PA, Drawing No. 20143-1(C), dated October 28, 2014, identified as the subject tract for the existing Northwyn Court Apartments, and being more fully described as follows:

Beginning at a point located in Boot Road, also known as State Route 2020 (SR 2020) said point being the southwestern corner of the tract according to the above-referenced plan and the true point of BEGINNING;

Thence leaving Boot Road and along a shared line of a subdivision named Glen Ridge, by various owners, and

Crossing an iron pin set online at a distance of 18.74 feet,

North 37°20'00" East, a total distance of 724.23 feet to a point located in Ship Road, also known as State Route 1001 (SR 1001);

Having passed over another iron pin set 19.33 feet from point in Ship Road,

Thence along Ship Road the following two courses and distances;

1. South 36°02'02" East, a distance of 368.36 to a point;
2. South 36°03'48" East, a distance of 30.00 feet to a point;

DOC # 11380275 / 12/05/2014 02:13 PM
Receipt #: 14-34860
Rec Fee: \$82.00 State: \$0.00 Local: \$0.00
Chester County, Recorder of Deeds

11380275 B: 9026 P: 808 DEE
12/05/2014 02:13 PM Page 1 of 4
MANITO ABSTRACT



Thence leaving Ship Road along lands of J&R Real Estate and passing through an iron pin set online at distance 18.19 feet, South 22°16'00" West, a total distance of 437.35 feet to a point in Boot Road, having passed over another iron pin set 19.43 feet from point in Boot Road; thence along Boot Road the following three courses and distances:

1. North 71°32'30" West, a distance of 28.70 feet to a point;
2. North 73°12'30" West, a distance of 293.65 feet to a point;
3. North 74°01'40" West, a distance of 207.50 feet to the point and place of Beginning.

Containing 5.804 ACRES, be same, more or less.


BEING the same premises which was conveyed unto Corner Park Associates, LP by Deed dated October 29, 2014 and recorded November 7, 2014 in Record Book 9013 page 777.

AND the said Grantor does hereby covenant to and with the said Grantee that they, the said Grantor SHALL and WILL by these presents, Warrant and forever Defend the herein above described premises, with the hereditaments and appurtenances, unto the said Grantee their heirs and assigns, against the said Grantor and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof, by, from or under him, her, them or any of them.


IN WITNESS WHEREOF, the said Grantor has caused these presents to be duly executed, the day and year first above written.

SEALED AND DELIVERED In the Presence of:

Corner Park Associates, LP a Pennsylvania limited partnership

By:  Corner Park Associates GP, Inc., its sole general partner


Witness

 (SEAL)
Robert S. Hankin, President



Commonwealth of Pennsylvania

County of Chester

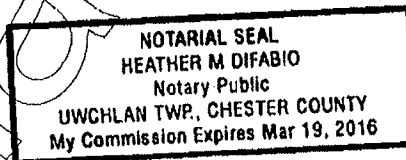
On this 2nd day of December, 2014, before me, the undersigned officer, personally appeared Robert S. Hankin, President of Corner Park Associates, GP, Inc., Sole General Partner of Corner Park Associates, LP, a Pennsylvania Limited Partnership known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

Heather M. Difabio
Notary Public

The address of the Grantee is:

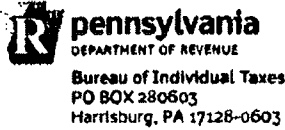
707 Eagleview Boulevard
Exton, PA 19341



On behalf of the Grantees:

Robert S. Hankin
Robert S. Hankin, President





REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY

Table with Recorder's Use Only fields: State Tax Paid, Book Number, Page Number, Date Recorded.

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration, or by gift, or (3) a tax exemption is claimed.

A. CORRESPONDENT - ALL INQUIRIES MAY BE DIRECTED TO THE FOLLOWING PERSON:

Name: Michael P. Malloy, Jr., Esquire; Telephone Number: 610-458-1900; Mailing Address: 707 Eagleview Blvd, 4th Floor; City: Exton; State: PA; Zip Code: 19341

B. TRANSFER DATA

Grantor(s)/Lessor(s): Corner Park Associates, LP; Grantee(s)/Lessee(s): Corner Park Associates, LP; Mailing Address: 707 Eagleview Boulevard, 4th Floor; City: Exton; State: PA; Zip Code: 19341

C. REAL ESTATE LOCATION

Street Address: 803 East Boot Road; City, Township, Borough: West Chester, PA; County: Chester; School District: West Chester; Tax Parcel Number: 41-6-87

D. VALUATION DATA

Table with Valuation Data: 1. Actual Cash Consideration \$1.00; 2. Other Consideration 0.00; 3. Total Consideration = \$1.00; 4. County Assessed Value \$736,000; 5. Common Level Ratio Factor X 1.73; 6. Fair Market Value = \$1,273,280

E. EXEMPTION DATA

Table with Exemption Data: 1a. Amount of Exemption Claimed \$1,273,280; 1b. Percentage of Grantor's Interest in Real Estate 100%; 1c. Percentage of Grantor's Interest Conveyed 100%

2. Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession.
Transfer to a Trust.
Transfer from a trust.
Transfer between principal and agent/straw party.
Transfers to the commonwealth, the U.S. and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation.
Transfer from mortgagor to a holder of a mortgage in default.
Corrective or confirmatory deed.
Statutory corporate consolidation, merger or division.
Other (Please explain exemption claimed.)

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

Signature of Correspondent or Responsible Party: [Signature]; Date: December 1, 2014

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



EXHIBIT 6

Corner Park Associates, LP

707 Eagleview Boulevard, Exton, PA 19341 | 610.458.1900 phone | 610.458.0764 fax

January 23, 2019

VIA EMAIL AND CERTIFIED MAIL RRR

Sunoco Pipeline, LP
Attn: Right-of-Way Department
P.O. Box 10814
Lancaster, PA 17605

Sunoco Pipeline, LP
c/o Stephen Sanders
525 Fritztown Rd.
Sinking Spring, PA 19608

Re: Notice to VACATE Temporary Easement Area

Dear Mr. Sanders:

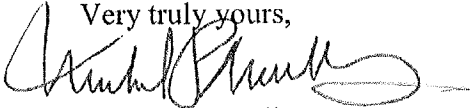
I am counsel to Corner Park Associates, LP ("Landowner"), the legal owner of the parcel of land located at 803 East Boot Road, Exton, PA 19341, which parcel is more fully described as Chester County U.P.I. No. 41-6-57 ("Property"); and grantor under a certain Permanent and Temporary Easement between Landowner and Sunoco Pipeline, LP ("Grantee") (Sunoco Easement No. Pa-CH-0290.0000), dated February 3, 2016 ("Easement"). The Easement, in summary, granted Grantee the right to construct two natural gas pipelines on the Property, subject to the terms and conditions therein.

The Easement provides, in pertinent part, as follows:

Grantor also hereby grants, bargains and conveys unto Grantee a Temporary Easement on the Property, as shown on 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 eighteen (18) months per line from the date of commencement of construction of each Pipeline on the property.**

As you confirmed in your email of January 18, 2019, Grantee commenced construction at the Property in and around April 2017 - approximately 22 months ago. Grantee's right to occupy the Temporary Easement area, therefore, has lapsed. Accordingly, Grantee is hereby instructed to: (a) immediately cease all pipeline construction activities occurring within the Temporary Easement area, if any; (b) remove all of Grantee's construction equipment, pipes, machinery and other pipeline-related materials from the Temporary Easement area on or before Friday, January 25, 2019; and (c) restore the affected areas of the Property to the condition that existed prior to the commencement of pipeline construction activity. While I appreciate last week's email and yesterday's phone call from Senior Right of Way Agent, Cheryl A. Coombes, given the current condition of the Property, the Landowner will not engage in any negotiations with Grantee for further rights until Grantee has agreed to comply with the relief requested in this letter.

At the time Landowner and Grantee negotiated the Easement, Grantee's representatives vastly underplayed, and consequently, Landowner greatly underestimated the substantial damage that the pipeline installation would cause to the Property, Landowner's business interests and most importantly, the health, safety and welfare of our community. Landowner reserves all rights in this regard.

Very truly yours,

Michael P. Malloy
General Counsel

cc: Cheryl A. Coombes (Sr. Right of Way Agent; Percheron Field Services) (*via* email only)

EXHIBIT 7

Corner Park









































EXHIBIT 8

This Indenture Made the _____ day of

January in the year of our Lord one thousand nine hundred and ninety eight (19 98)

Between Henrietta Hankin

(hereinafter called the Grantor), of the one part, and

Hankin Family Limited Partnership, a PA Limited Partnership

(hereinafter called the Grantee), of the other part,

Witnesseth That the said Grantor

for and in consideration of the sum of

One and 00/100-----(\$1.00) lawful money of the United States of America, unto her well and truly paid by the said Grantee , at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, granted, bargained and sold, released and confirmed, and by these presents grant, bargain and sell, release and confirm unto the said Grantee heirs and assigns.

ALL THAT CERTAIN tract or parcel of land, Situate in East Goshen Township, Chester County, Pennsylvania, bounded and described according to a Plan of Marydell Apartments, made by Robert F. Harsch, Consulting Engineer, dated 7/17/73 and last revised 2/5/76 as follows, to wit:

BEGINNING at a point at the intersection of the title line in the bed of Chester Road (Route 352) and the title line in the bed of Boot Road; thence along said title line in the bed of the said Boot Road the 6 following courses and distances: (1) North 24 degrees 49 minutes 54 seconds West 266.75 feet to a point; (2) North 41 degrees 59 minutes 18 seconds West 113.01 feet to a point; (3) North 53 degrees 51 minutes 07 seconds West 100.60 feet to a point; (4) North 56 degrees 12 minutes 52 seconds West 97.75 feet to a point; (5) North 62 degrees 27 minutes 28 seconds West 624.50 feet to a point; (6) North 65 degrees 07 minutes 50 seconds West 473.31 feet to a point a corner of land of John Albrecht, Jr.; thence along the said land of the said John Albrecht, Jr. the three following courses and distances: (1) leaving said title line in the bed of the said Boot Road and crossing the Northerly side thereof North 3 degrees 51 minutes 20 seconds East 427.36 feet to a point; (2) North 72 degrees 21 minutes 20 seconds East 128.90 feet to a point; and (3) South 89 degrees 43 minutes 42 seconds East 574.43 feet to a stone corner of land of East Goshen School District; thence along the said land of East Goshen School District the 2 following courses and distances: (1) North 69 degrees 02 minutes 18 seconds East 514.86 feet to a point; (2) North 6 degrees 39 minutes 36 seconds West 316.98 feet to a point a corner of land of Charles S. Fischer; thence along the said land of the said Charles S. Fischer the 2 following courses and distances: (1) South 88 degrees 35 minutes 50 seconds East 51.44 feet to a point and (2) North 45

degrees 22 minutes 20 seconds East 85.00 feet to a point a corner of land of Weise Velde; thence along the said land of the said Weise Velde; thence along the said land of the said Weise Velde South 88 degrees 10 minutes 00 seconds East crossing the side of the said Chester Road, 157.19 feet to a point on the title line in the bed thereof; thence along the said title line in the bed of the said Chester Road, North 00 degrees 10 minutes 39 seconds West 271.30 feet to a point a corner of land of John P. Manley, Jr.; thence along the said land of John P. Manley, Jr. the 3 following courses and distances: (1) leaving the said title line in the bed of the said Chester Road and crossing the Westerly side thereof South 88 degrees 10 minutes 10 seconds West 180.00 feet to a point; (2) South 1 degree 58 minutes 50 seconds East 150.00 feet to a point and (3) North 88 degrees 01 minute 30 seconds East crossing the said Westerly side of the said Chester Road, 180.00 feet to a point on the said title line in the bed thereof; thence along the said title line in the bed of the said Chester Road the 3 following courses and distances: (1) South 1 degree 45 minutes 15 seconds East 601.50 feet to a point of curve; (2) along the arc of a circle curving to the right having a radius of 1,051.20 feet the arc distance of 199.41 feet to a point; (3) South 9 degrees 06 minutes 52 seconds West 730.91 feet to the first mentioned point and place of beginning.

BEING the same premises which Bernard Hankin, sole surviving partner of New Kent Apartments, a partnership, by deed dated June 8, 1990 and recorded at West Chester, Pennsylvania in Record Book 2046 page 142, granted and conveyed unto Bernard Hankin and Henrietta Hankin, his wife, in fee.

AND the said Bernard Hankin has since departed this life, leaving title vested solely in the said Henrietta Hankin.

EXCEPTING AND RESERVING THEREOUT and therefrom- ALL THAT CERTAIN tract or parcel of land, Situate in East Goshen Township, Chester County, Pennsylvania, being described as the right of way required for the improvements to the intersection of Boot Road (L.R. 15097) and Chester Road (L.R. 179) as shown on the construction improvements plan for State Road 0352, Section 020 and State Route 2020, Section 020 and also shown on a plan of property of Marydell Apartments, dated 9/24/87, both plans prepared by SWK Ltd., Architects and Engineers, Malvern, PA and being more fully described as follows:

BEGINNING at a point at the intersection of the title line in the bed of Chester Road, Route #352, L.R. 179, and the title line in the bed of Boot Road, L.R. 15097; thence along said title line in the bed of said Boot Road, North 24 degrees 49 minutes 54 seconds West 266.75 feet to a point; thence leaving the said title line of Boot Road, North 56 degrees 35 minutes 25.2 seconds East 22.755 feet to a point being the Easterly right of way line of Boot Road; thence South 37 degrees 09 minutes 57.1 seconds East 50.869 feet to a point; thence along the arc of a circle curving to the left having a radius of 13.00 feet and a delta angle of 90 degrees 00 minutes 18.3 seconds. The arc distance of 20.421 feet to a point; thence along the arc of a second circle curving to the left having a radius of 1323.74 feet and a delta angle of 43 degrees 32 minutes 45.4 seconds, the arc distance of 100.885 feet to a point being the Westerly right of way line of Chester Road (L.R. 179); thence South 80 degrees 53 minutes 08.1 seconds East 22.5 feet to a point in the title line of said Chester Road; thence along the said title line of Chester Road, South 9 degrees 06 minutes 52 seconds West 279.905 feet to the first mentioned point and place of beginning.

BK 4283PG009

Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of

her the said grantor , as well at law as in equity, of, in, and to the same.

To have and to hold the said lot or piece of ground described with the buildings and improvements thereon erected hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee , its successors heirs and assigns, to and for the only proper use and behoof of the said Grantee , its successors heirs and assigns forever.

And the said Grantor , for herself her heirs,

executors and administrators do hereby covenant, promise and agree, to and with the said Grantee , its successor heirs and assigns, by these presents, that she the said Grantor and her heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee successors heirs and assigns, against the said Grantor and her heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under or any of them, shall and will

WARRANT and forever DEFEND.

In Witness Whereof, the party of the first part has hereunto set her hand and seal . Dated the day and year first above written.

Scaled and Delivered
IN THE PRESENCE OF US:

Henrietta Hankin
Henrietta Hankin



Commonwealth of Pennsylvania
County of Chester

} ss:

On this, the 2nd day of January, 1998, before me, a Notary Public for the Commonwealth of Pennsylvania, residing in the Township of Urich, the undersigned Officer,

personally appeared Henrietta Hankin

known to me (satisfactorily proven) to be the person whose name is (are) subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

I hereunto set my hand and official seal.

Mirella A. Seymour
Notary Public

Notarial Seal
Mirella A. Seymour, Notary Public
Urich Twp., Chester County
My Commission Expires May 2, 2000

DEED

Henrietta Hankin

TO

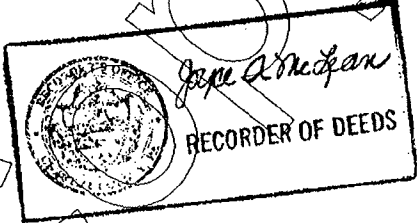
Hankin Family Limited Partnership,
a PA Limited Partnership

TS-S John C. Clark Co., Phila. 1991

INSTRUMENT
Copy not legible for
microfilming

The address of the above-named Grantee
is 717 CONSTITUTION DRIVE
EXTON, PA 19363
On behalf of the Grantee

BK4283P60093



DATE: 01/02/1998 TIME: 02:10P INST NO.: 271

CHESTER COUNTY, PA
OFFICE OF THE REGISTER OF DEEDS

RECEIPT NO : 000162 TYPE DOC : DEED
REC FEE : 15.00
LOC RTT : 157367.00
ST RTT : 157367.00
WRIT TAX : 0.50
DATE: 01/02/1998 TIME: 02:10P INST NO.:

CHESTER COUNTY, PA
OFFICE OF THE REGISTER OF DEEDS

RECEIPT NO : 000162 TYPE DOC : HOUSING
REC FEE : 15.00
LOC RTT : 0.00
ST RTT : 0.00
WRIT TAX : 0.00

RETURN TO
Mamito

BK4283PG0094



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
DEPT. 280603
HARRISBURG, PA 17128-0603

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY	
State Tax Paid	157367.00
Book Number	4283
Page Number	890
Date Recorded	1-2-98

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

A CORRESPONDENT - All inquiries may be directed to the following person:

Name	Telephone Number:
RICHARD MILLER	Area Code (610) 1458-1900
Street Address	City State Zip Code
717 CONSTITUTION DRIVE	EXTON PA 19341

B TRANSFER DATA

Grantor(s)/Lessor(s)	Date of Acceptance of Document
HENRIETTA HANKIN	1-2-98
Street Address	Grantee(s)/Lessee(s)
717 CONSTITUTION DRIVE	HANKIN FAMILY LIMITED PARTNERSHIP
City State Zip Code	Street Address
EXTON PA 19341	717 CONSTITUTION DRIVE
	City State Zip Code
	EXTON PA 19341

C PROPERTY LOCATION

Street Address	City, Township, Borough	
NEW KENT APARTMENTS	EAST GOSHEN TOWNSHIP	
County	School District	Tax Parcel Number
CHESTER COUNTY	WEST CHESTER AREA SCH. DIST.	53-4-76

D VALUATION DATA

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
\$1.00	+ 0.00	= \$1.00
4. County Assessed Value	5. Common Level Ratio Factor	6. Fair Market Value
\$15,736,700.00	x 1	= \$15,736,700.00

E EXEMPTION DATA

1a. Amount of Exemption Claimed	1b. Percentage of Interest Conveyed
0%	100%

2. Check Appropriate Box Below for Exemption Claimed

- Will or intestate succession (Name of Decedent) (Estate File Number)
- Transfer to Industrial Development Agency.
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer between principal and agent. (Attach complete copy of agency/straw party agreement.)
- Transfers to the Commonwealth, the United States and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____.
- Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed, if other than listed above.) _____

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

Signature of Correspondent or Responsible Party	Date
<i>[Signature]</i>	1/2/98

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

BK 4283PG0095

EXHIBIT 9

Hankin Family Limited Partnership

707 Eagleview Boulevard, Exton, PA 19341 | 610.458.1900 phone | 610.458.0764 fax

January 23, 2019

VIA EMAIL AND CERTIFIED MAIL RRR

Sunoco Pipeline, LP
Attn: Right-of-Way Department
P.O. Box 10814
Lancaster, PA 17605

Sunoco Pipeline, LP
c/o Stephen Sanders
525 Fritztown Rd.
Sinking Spring, PA 19608

Re: Notice to VACATE Temporary Easement Area

Dear Mr. Sanders:

I am counsel to Hankin Family Limited Partnership ("Landowner"), the legal owner of the parcel of land located at 300 New Kent Dr, West Chester, PA 19380, which parcel is more fully described as Chester County U.P.I. No. 53-4-76 ("Property"); and grantor under a certain Permanent and Temporary Easement between Landowner and Sunoco Pipeline, LP ("Grantee") (Sunoco Easement No. Pa-CH-0359.0000), dated February 3, 2016 ("Easement"). The Easement, in summary, granted Grantee the right to construct two natural gas pipelines on the Property, subject to the terms and conditions therein.


The Easement provides, in pertinent part, as follows:

Grantor also hereby grants, bargains and conveys unto Grantee a Temporary Easement on the Property, as shown on 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 eighteen (18) months per line from the date of commencement of construction of each Pipeline on the property.**

As you confirmed in your email of January 18, 2019, Grantee commenced construction at the Property in and around April 2017 - approximately 22 months ago. Grantee's right to occupy the Temporary Easement area, therefore, has lapsed. Accordingly, Grantee is hereby instructed to: (a) immediately cease all pipeline construction activities occurring within the Temporary Easement area, if any; (b) remove all of Grantee's construction equipment, pipes, machinery and other pipeline-related materials from the Temporary Easement area on or before Friday, January 25, 2019; and (c) restore the affected areas of the Property to the condition that existed prior to the commencement of pipeline construction activity. While I appreciate last week's email and yesterday's phone call from Senior Right of Way Agent, Cheryl A. Coombes, the Landowner will not engage in any negotiations with Grantee for further rights over the Property until Grantee has agreed to comply with the relief requested in this letter.

At the time Landowner and Grantee negotiated the Easement, Grantee's representatives vastly underplayed, and consequently, Landowner greatly underestimated the substantial damage that the pipeline installation would cause to the Property, Landowner's business interests and most importantly, the health, safety and welfare of our community. Landowner reserves all rights in this regard.

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael P. Malloy", with a long horizontal flourish extending to the right.

Michael P. Malloy
General Counsel

cc: Cheryl A. Coombes (Sr. Right of Way Agent; Percheron Field Services) (*via* email only)

EXHIBIT 10

New Kent





























EXHIBIT 11

7/14/12
RETURN TO

Return to: Prepared by:
Manito Abstract Company, Inc.
100 West Market Street
West Chester, PA 19382
(610) 436-4767
MOC-1491B
UPI No. #32-3-81.9 ✓
Accommodation - Not Insured



44

THIS DEED, made this 26th day of October 2012

4/2
65

BETWEEN, The Hankin Group, a Pennsylvania limited partnership (hereinafter called "Grantor"), of the one part, and 730 Stockton Drive Associates, L.P., a Pennsylvania limited partnership (hereinafter called the "Grantee"), of the other part.

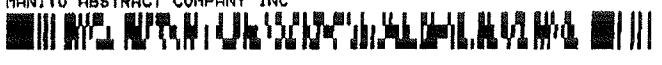
WITNESSETH, That in consideration of One Dollar (\$1.00), in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantee, its successors and assigns,

ALL THAT CERTAIN lot or piece of ground, with the buildings and improvements thereon erected, situate in Upper Uwchlan Township, Chester County, Pennsylvania, bounded and described according to a Plan of "Lots 10/11 Amended Final Land Development Plan for The Hankin Group", dated November 11, 2005, last revised February 15, 2007 and recorded as Chester County Plan # 18129, as follows, to wit:

BEGINNING at a point on the southerly side of the cul-de-sac of Arrowhead Drive, a corner of Lot # 10; thence extending along the same, the two following courses and distances, to wit: (1), South 19 degrees 51 minutes 44 seconds West 597.09 feet; & (2), crossing a 50.00 feet wide common access easement and a 50.00 feet wide pipeline easement, South 39 degrees 00 minutes 40 seconds West 240.38 feet to a point on the northerly side of Sierra Drive; thence extending along the same, the three following courses and distances, to wit: (1), North 50 degrees 50 minutes 00 seconds West 113.20 feet; (2), on the arc of a circle, curving to the right, having a radius of 40.00 feet, the arc distance of 34.53 feet; (3), on the arc of a circle, curving to the left, having a radius of 60.00 feet, the arc distance of 106.16 feet to a point, a corner of remaining lands of The Hankin Group; thence extending along the same, the seven following courses and distances, to wit: (1) North 12 degrees 44 minutes 53 seconds West 17.12 feet; (2), North 42 degrees 43 minutes 32 seconds West 240.97 feet; (3), North 50 degrees 59 minutes 20 seconds West 643.77 feet; (4), North 73 degrees 50 minutes 07 seconds East 1015.40 feet; (5), South 34 degrees 40 minutes 32 seconds East 177.59 feet; (6), South 19 degrees 51 minutes 44 seconds West 60.03 feet; & (7), South 42 degrees 22 minutes 38 seconds East 28.27 feet to a point on the southerly side of the cul-de-sac of Arrowhead Drive, aforesaid; thence extending along the same, the two following courses and distances, to wit: (1), on the arc of a circle, curving to the left, having a radius of 60.00 feet, the arc distance of 191.78 feet; & (2), on the arc of a circle, curving to the right, having a radius of 60.00 feet, the arc distance of 44.05 feet to a point, a

DOC # 11224537 11/15/2012 03:39 PM
Receipt #: 12-06793
Rec Fee: \$65.00 State: \$3610.80 Local: \$3610.80
Chester County, Recorder of Deeds

11224537 B: 8566 P: 680 DEE
11/15/2012 03:39 PM Page 1 of 4
MANITO ABSTRACT COMPANY INC



corner of Lot # 10, the first mentioned point and place of beginning.
BEING Lot # 11 on said Plan.

BEING UPI # 32-3-81.9.

BEING part of the same premises which Anne Ashton Ewing, Joseph Neff Ewing, Jr., Samuel Evans Ewing, III and William H. Ewing, Executors of the Estate of Joseph Neff Ewing, Sr., by Indenture bearing date the 9th day of January, A.D. 1986 and recorded at West Chester, Pennsylvania in the Office of the Recorder of Deeds as Chester County Record Book 188 page 275, granted and conveyed unto The Hankin Group, in fee.

AND the said Grantor doth hereby covenant to and with the said Grantee that, it, the said Grantor, its successors, SHALL and WILL by these presents, Warrant and forever Defend the hereinabove described premises, with the hereditaments and appurtenances, unto the said Grantee, its successors and assigns, against the said Grantor and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof, by, from or under it them or any of them.

IN WITNESS WHEREOF, the said Grantor has caused these present to be duly executed, the day and year first above written.

Attest:

The Hankin Group

By: The Hankin Group, Inc., its sole general partner




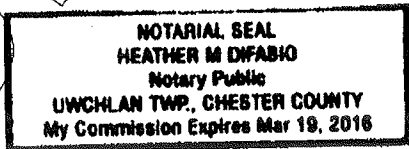
Richard J. Hankin, Secretary/Treasurer

Commonwealth of Pennsylvania
County of Chester ss.

On this 26th day of October, 2012, before me, the undersigned officer, personally appeared, Richard J. Hankin, who acknowledged himself to be the Secretary/Treasurer of The Hankin Group, Inc., sole general partner of The Hankin Group, a Pennsylvania limited partnership, and that he, as such, being authorized to do so, executed the foregoing instrument, for the purposes therein contained, by signing the name of the corporation by himself as Secretary/Treasurer.

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


Notary Public




11224537 B: 8566 P: 681 DEE
11/15/2012 03:39 PM Page 2 of 4
MANITO ABSTRACT COMPANY INC



The address of the Grantee is: 707 Eagleview Blvd., Exton, PA 19341

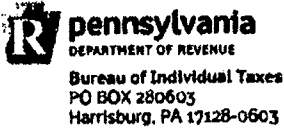
On behalf of the Grantee:


Michael P. Malloy, Jr., Esquire

UNOFFICIAL COPY

11224537 B: 8566 P: 682 DEE
11/15/2012 03:39 PM Page 3 of 4
MANITO ABSTRACT COMPANY INC





REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY

State Tax Paid	3,610.80
Book Number	8566
Page Number	680
Date Recorded	11-15-12

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. If more space is needed, attach additional sheet(s).

A. CORRESPONDENT - ALL INQUIRIES MAY BE DIRECTED TO THE FOLLOWING PERSON:

Name Michael P. Malloy, Jr., Esquire /The Hankin Group		Telephone Number: 610-458-1900	
Mailing Address 707 Eagleview Blvd. 4 th Floor	City Exton	State PA	Zip Code 19341

B. TRANSFER DATA

Grantor(s)/Lessor(s) The Hankin Group		Grantee(s)/Lessee(s) 730 Stockton Drive Associates, LP	
Mailing Address 707 Eagleview Boulevard		Mailing Address 707 Eagleview Blvd. 4 th Floor	
City Exton	State PA	Zip Code 19341	City Exton
		State PA	Zip Code 19341

C. REAL ESTATE LOCATION

Street Address Stockton Drive		City, Township, Borough Exton, Upper Uwchlan Township	
County Chester	School District Downingtown	Tax Parcel Number 32-3-81.9	

D. VALUATION DATA

1. Actual Cash Consideration \$1.00	2. Other Consideration 0.00	3. Total Consideration = \$1.00
4. County Assessed Value \$212,400	5. Common Level Ratio Factor X 1.70	6. Fair Market Value = \$361,080

E. EXEMPTION DATA

1a. Amount of Exemption Claimed 0	1b. Percentage of Grantor's Interest in Real Estate 100%	1c. Percentage of Grantor's Interest Conveyed 100%
--------------------------------------	---	---

2. Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession. _____ (Name of Decedent) _____ (Estate File Number)
- Transfer to a Trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust _____
If trust was amended attach a copy of original and amend trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) _____

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

Signature of Correspondent or Responsible Party _____

Date
10/26/12

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



EXHIBIT 12

730 Stockton Drive Associates, LP

707 Eagleview Boulevard, Exton, PA 19341 | 610.458.1900 phone | 610.458.0764 fax

January 23, 2019

VIA EMAIL AND CERTIFIED MAIL RRR

Sunoco Pipeline, LP
Attn: Right-of-Way Department
P.O. Box 10814
Lancaster, PA 17605

Sunoco Pipeline, LP
c/o Stephen Sanders
525 Fritztown Rd.
Sinking Spring, PA 19608

Re: Notice to VACATE Temporary Easement Area

Dear Mr. Sanders:

I am counsel to 730 Stockton Drive Associates, LP (“Landowner”), the legal owner of the parcel of land located at 730 Stockton Drive, Exton, PA 19341, which parcel is more fully described as Chester County U.P.I. No. 32-3-81.9 (“Property”); and grantor under a certain Permanent and Temporary Easement between Landowner and Sunoco Pipeline, LP (“Grantee”) (Sunoco Easement Nos. Pa-CH-0118.0000), dated February 3, 2016 (“Easement”). The Easement, in summary, granted Grantee the right to construct two natural gas pipelines on the Property, subject to the terms and conditions therein.

The Easement provides, in pertinent part, as follows:

Grantor also hereby grants, bargains and conveys unto Grantee a Temporary Easement on the Property, as shown on 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 eighteen (18) months per line from the date of commencement of construction of each Pipeline on the property.**

As you confirmed in your email of January 18, 2019, Grantee commenced construction at the Property in and around April 2017 - approximately 22 months ago. Grantee’s right to occupy the Temporary Easement area, therefore, has lapsed. Accordingly, Grantee is hereby instructed to: (a) immediately cease all pipeline construction activities occurring within the Temporary Easement area, if any; (b) remove all of Grantee’s construction equipment, pipes, machinery and other pipeline-related materials from the Temporary Easement area on or before Friday, January 25, 2019; and (c) restore the affected areas of the Property to the condition that existed prior to the commencement of pipeline construction activity. While I appreciate last week’s email and yesterday’s phone call from Senior Right of Way Agent, Cheryl A. Coombes, given the current condition of the Property, the Landowner will not engage in any negotiations with Grantee for further rights until Grantee has agreed to comply with the relief requested in this letter.

At the time Landowner and Grantee negotiated the Easement, Grantee's representatives vastly underplayed, and consequently, Landowner greatly underestimated the substantial damage that the pipeline installation would cause to the Property, Landowner's business interests and most importantly, the health, safety and welfare of our community. Landowner reserves all rights in this regard.

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael P. Malloy", with a long horizontal flourish extending to the right.

Michael P. Malloy
General Counsel

cc: Cheryl A. Coombes (Sr. Right of Way Agent; Percheron Field Services) (via email only)

EXHIBIT 13

Sierra
and
Stockton









EXHIBIT 14

9/2
97

Prepared by and return to:
Michael P. Malloy, Jr., Esquire
Hankin Group
707 Eagleview Boulevard
Exton, PA 19341
Telephone No. 610-458-1900



Portion of Chester County UPI No. 32-3-81 ✓

AX

This Indenture Made this 14th day of July 2016

Between

HANKIN GROUP, a Pennsylvania limited partnership, with an address at 707 Eagleview Boulevard, Exton, PA 19341 (hereinafter called the Grantor),
and

260 SIERRA DRIVE, LP, a Pennsylvania limited partnership, with an address of 707 Eagleview Boulevard, Exton, PA 19341 (hereinafter called the Grantee),

Witnesseth That the said Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States of American, unto it well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained, released and confirmed, and by these presents does grant, bargain, release and confirm unto the said Grantee, its successors and assigns, the real property in the Township of Uwchlan, County of Chester, Commonwealth of Pennsylvania, more fully described on Exhibit A attached hereto.

Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises; and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, as well at law as in equity, of, in, and to the same.

Being the same parcel of land shown as Lot 1-B on the Final Plan of Minor Subdivision Eagleview Lot 1, dated February 11, 2016, revised on April 21, 2016, and recorded on June 22, 2016, in the Office of the Recorder of Deeds in and for Chester County Pennsylvania, as Plan No. ~~4480063~~ 19965PP

To have and to hold the said lot or piece of ground above described, with the buildings and improvements thereon erected hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use of behoof of the said Grantee, its successors and assigns forever.

Under and subject to the easements, covenants and restrictions of record, but only to the extent that the same presently are valid and subsisting and affect the above-described property; and nothing contained herein shall construed as an acknowledgment of the validity or any of the same or as an extension, ratification or renewal thereof if the same otherwise have expired or become unenforceable by its own terms or by limitation, violation, or for any other reason whatsoever.

COPY



And the said Grantor for itself, its successors and assigns does by these presents, covenant, grant and agree, to and with the said Grantee, its successors and assigns, that it, the said Grantor and its successors, all and singular the Hereditaments and premises herein above described and granted, or mentioned and intended so to be with the Appurtenances, unto the said Grantee, its successors and assigns, against it, the said Grantor and its successors and assigns, against all and every Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof, by from, or under it, them or any of them, shall and will, subject as aforesaid, WARRANT and forever DEFEND.

In Witness Whereof, the said Grantor has caused these presents to be duly executed dated the day and year first above written.

HANKIN GROUP, a Pennsylvania limited partnership

BY: The Hankin Group, Inc., its sole general partner

By: [Signature] (SEAL)
Robert S. Hankin, President

COMMONWEALTH OF PENNSYLVANIA

) SS.

COUNTY OF CHESTER

On this, the 14TH day of JULY, 2016, before me, the undersigned officer, personally appeared Robert S. Hankin who acknowledged himself to be the President of The Hankin Group, Inc., a Pennsylvania corporation, and the sole general partner of Hankin Group, a Pennsylvania limited partnership, and that he, as such Officer, being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

In Witness Whereof, I hereunto set my hand and official seal.

[Signature]
Notary Public
My Commission Expires:

The address of the above-named Grantee is:

707 Eagleview Boulevard
Exton, PA 19341

[Signature]
Michael P. Malley
General Counsel

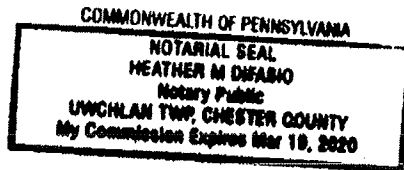


EXHIBIT "A"

LEGAL DESCRIPTION

Unofficial Copy



CVE #11960-1112
Eagleview Lot 1-B
April 26, 2016
Page 1 of 2.

ALL THAT CERTAIN tract or parcel of land **SITUATE** in Upper Uwchlan Township, Chester County, Pennsylvania, shown as Lot 1-B on Final Plan of Minor Subdivision Eagleview Lot 1 for The Hankin Group, dated 2/11/2016, revised 4/21/2016, by Chester Valley Engineers, Inc., Paoli, Pennsylvania, and bounded and described as follows:

BEGINNING at corner of this and lands now or late of The Hankin Group (UPI #32-3-81.8) on the northerly cul-de-sac right of way line of Sierra Drive; thence from the point of beginning, along said Sierra Drive cul-de-sac right of way line, along a curve to the left having a radius of 60.00 feet, an arc length of 123.88 feet and a chord bearing S 69° 51' 48" West 103.02 feet to a corner of lands of Lot 1-C; thence along said lands of Lot 1-C the following three (3) courses and distances: (1) North 79° 17' 04" West 103.85 feet to a point; (2) S 41° 21' 45" West 195.00 feet to a point of curvature; (3) along a curve to the right having a radius of 170.00 feet, an arc length of 252.13 feet and a chord bearing S 83° 51' 04" West 229.65 feet to a corner of lands now or late of Stephen J. & Joanne S. McNaughton; thence along said lands of McNaughton, North 48° 56' 43" West 798.34 feet to a corner of lands now or late of Township of Upper Uwchlan; thence along said lands of Township of Upper Uwchlan the following two (2) courses and distances: (1) North 64° 37' 01" East 517.53 feet to a point; (2) North 07° 56' 20" East 1,072.85 feet to a point on the southerly legal right of way line for limited access of the Pennsylvania Turnpike; thence along said Pennsylvania Turnpike southerly legal right of way line, along a curve to the left having a radius of 5,829.65 feet, an arc length of 769.89 feet and a chord bearing S 66° 21' 24" East 769.33 feet to a corner of lands of Lot 1-A; thence leaving said Pennsylvania Turnpike, along said lands of Lot 1-A the following two (2) courses and distances: (1) S 19° 51' 18" West 602.90 feet to a point; (2) S 16° 09' 53" East 321.69 feet to a corner of said lands of The Hankin Group; thence along said lands of The Hankin Group the following two (2) courses and distances: (1) S 73° 50' 07" West a distance of 450.00 feet to a point; (2) S 50° 59' 20" East 495.34 feet to the said cul-de-sac right of way line of Sierra

EsA 1955

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11485467 B: 9351 P: 2289 DEE
07/19/2016 12:25 PM Page 4 of 6
HANKIN GROUP



Chester Valley Engineers

CVE #11960-1112
Eagleview Lot 1-B
April 26, 2016
Page 2 of 2.

Drive, and the point and place of beginning; and **CONTAINING** in area 26.505 acres of
land, be the same, more or less;
BEING part of UPI #32-3-81

Unofficial Copy





REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY

State Tax Paid	3880.63
Book Number	9351
Page Number	2286
Date Recorded	7/19/16

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. If more space is needed, attach additional sheet(s).

A. CORRESPONDENT - ALL INQUIRIES MAY BE DIRECTED TO THE FOLLOWING PERSON:

Name Michael P. Malloy, Jr., Esquire (Hankin Group)		Telephone Number: 610-458-1900	
Mailing Address 707 Eagleview Blvd. 4 th Floor	City Exton	State PA	Zip Code 19341

B. TRANSFER DATA

Grantor(s)/Lessor(s) Hankin Group		Grantee(s)/Lessee(s) 260 Sierra Drive, LP	
Mailing Address 707 Eagleview Boulevard		Mailing Address 707 Eagleview Blvd. 4 th Floor	
City Exton	State PA	Zip Code 19341	City Exton
		State PA	Zip Code 19341

C. REAL ESTATE LOCATION

Street Address Stockton Drive		City, Township, Borough Exton, Upper Uwchlan Township	
County Chester	School District Downingtown	Tax Parcel Number Portion of 32-3-81	

D. VALUATION DATA

1. Actual Cash Consideration \$10.00	2. Other Consideration 0.00	3. Total Consideration = \$10.00
4. County Assessed Value \$208,636	5. Common Level Ratio Factor X 1.86	6. Fair Market Value = \$388,062.96

E. EXEMPTION DATA

1a. Amount of Exemption Claimed 0	1b. Percentage of Grantor's Interest in Real Estate 100%	1c. Percentage of Grantor's Interest Conveyed 100%
--------------------------------------	---	---

2. Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession. _____ (Name of Decedent) _____ (Estate File Number)
- Transfer to a Trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust _____
If trust was amended attach a copy of original and amend trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) _____

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

Signature of Correspondent or Responsible Party

Date

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



EXHIBIT 15

260 Sierra Drive Associates, LP

707 Eagleview Boulevard, Exton, PA 19341 | 610.458.1900 phone | 610.458.0764 fax

January 23, 2019

VIA EMAIL AND CERTIFIED MAIL RRR

Sunoco Pipeline, LP
Attn: Right-of-Way Department
P.O. Box 10814
Lancaster, PA 17605

Sunoco Pipeline, LP
c/o Stephen Sanders
525 Fritztown Rd.
Sinking Spring, PA 19608

Re: Notice to VACATE Temporary Easement Area

Dear Mr. Sanders:

I am counsel to 260 Sierra Drive Associates, LP (“Landowner”), the successor-in-title to Hankin Group for the parcel of land located at 260 Sierra Drive, Exton, PA 19341, which parcel is more fully described as Chester County U.P.I. No. 32-3-81.12 (formerly 32-3-81) (“Property”); and grantor under a certain Permanent and Temporary Easement between Landowner and Sunoco Pipeline, LP (“Grantee”) (Sunoco Easement No. Pa-CH-0117.0000), dated February 3, 2016 (“Easement”). The Easement, in summary, granted Grantee the right to construct two natural gas pipelines on the Property, subject to the terms and conditions therein.

The Easement provides, in pertinent part, as follows:

Grantor also hereby grants, bargains and conveys unto Grantee a Temporary Easement on the Property, as shown on 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 eighteen (18) months per line from the date of commencement of construction of each Pipeline on the property.**

As you confirmed in your email of January 18, 2019, Grantee commenced construction at the Property in and around April 2017 - approximately 22 months ago. Grantee’s right to occupy the Temporary Easement area, therefore, has lapsed. Accordingly, Grantee is hereby instructed to: (a) immediately cease all pipeline construction activities occurring within the Temporary Easement area, if any; (b) remove all of Grantee’s construction equipment, pipes, machinery and other pipeline-related materials from the Temporary Easement area on or before Friday, January 25, 2019; and (c) restore the affected areas of the Property to the condition that existed prior to the commencement of pipeline construction activity. While I appreciate last week’s email and yesterday’s phone call from Senior Right of Way Agent, Cheryl A. Coombes, given the current condition of the Property, the Landowner will not engage in any negotiations with Grantee for further rights until Grantee has agreed to comply with the relief requested in this letter.

At the time Landowner and Grantee negotiated the Easement, Grantee's representatives vastly underplayed, and consequently, Landowner greatly underestimated the substantial damage that the pipeline installation would cause to the Property, Landowner's business interests and most importantly, the health, safety and welfare of our community. Landowner reserves all rights in this regard.

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael P. Malloy", with a long horizontal flourish extending to the right.

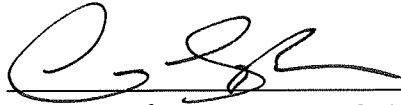
Michael P. Malloy
General Counsel

cc: Cheryl A. Coombes (Sr. Right of Way Agent; Percheron Field Services) (*via* email only)

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial Systems of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Docket No. _____



Signature of Attorney or Pro Se Litigant

Christopher C. Popper, Esquire

Printed Name

314037

Attorney Number (If Applicable)

(610) 458-7500

Telephone

Fox Rothschild LLP, 747 Constitution Drive, Suite 100

Address

Exton, PA 19341

City/State/Zip Code

cpopper@foxrothschild.com

Email Address

Note: Parties and attorney of record in a case will have access to this confidential information form. Confidentiality of this information must be maintained.