

LICENSE AGREEMENT (Commercial)

THIS AGREEMENT made this 24th day of October, 1970,
between the Commonwealth of Pennsylvania Department of Environmental
Resources, hereinafter referred to as "Department", and

- A. Texas Eastern Transmission Corporation, a corporation
incorporated under the laws of the State of Delaware;
or
- B. _____, a partnership;
or
- C. _____, an individual;
or
- D. _____, (other);

with its principal place of business at P.O. Box 2521,
Houston, TX 77252-2521, hereinafter referred to as "Licensee".

WHEREAS, Department is authorized by the Act of November 26,
1978 (P.L. 1375, No. 325), as amended, to grant, with the approval
of the Governor, licenses to occupy submerged lands of the Commonwealth
on such terms and conditions as the Department shall prescribe, for
the purposes set forth in said Act;

WHEREAS, Department is also authorized by said Act 325, as amended,
to issue permits for the construction, operation, maintenance, modification,
enlargement or abandonment of dams, water obstructions and encroachments;
prior permits issued in compliance with the Act of June 8, 1907 (P.L. 496,
No. 322) and the Act of June 25, 1913 (P.L. 555, No. 355) being deemed
to comply with the requirements of said Act 325, as amended, and
any and all said permits being the only permits referred to hereinafter;

WHEREAS, Licensee has the right to occupy riparian land abutting
the Schuylkill River (Stream) in Providence and East Pikeland
Townships (Municipality), Montgomery/Chester (County),
Pennsylvania;

WHEREAS, Licensee is engaged in the business of distribution
of natural gas _____ on said riparian land
and requires a license to occupy submerged lands of the Commonwealth
in the bed of said Stream below normal pool elevation or low water
mark, as the case may be, adjacent to said riparian land in order

to construct, repair, replace, operate, maintain and remove _____
20-inch natural gas pipelines

and other necessary encroachments and obstructions associated with its business, in accordance with the approved plans and specifications contained in Permit Application No. E15-353 and in any prior or future permit(s) for dams, water obstructions and encroachments within the premises licensed herein, referred to hereinafter as "Licensee's facilities";

WHEREAS, Licensee's facilities are for the purpose of (check as appropriate):

- ☐ improving navigation or public transportation;
- ☐ recreation, fishing or other public trust purposes;
- ☐ protecting public safety or the environment;
- ☐ providing water supply, energy production or waste treatment;
- ☒ other activities which require access to water;

and

NOW, THEREFORE, Department, in consideration of the foregoing, and the payments by Licensee of monies as hereinafter written, and the agreements, undertakings and conditions hereinafter contained, hereby grants to Licensee a license to occupy submerged lands of the Commonwealth adjacent to Licensee's riparian land for the purpose(s) set forth in paragraph(s) A below, in accordance with the approved plans and specifications contained in Permit Application No. E15-353 and in any prior or future permit(s) for dams, water obstructions and encroachments within the premises licensed herein: _____

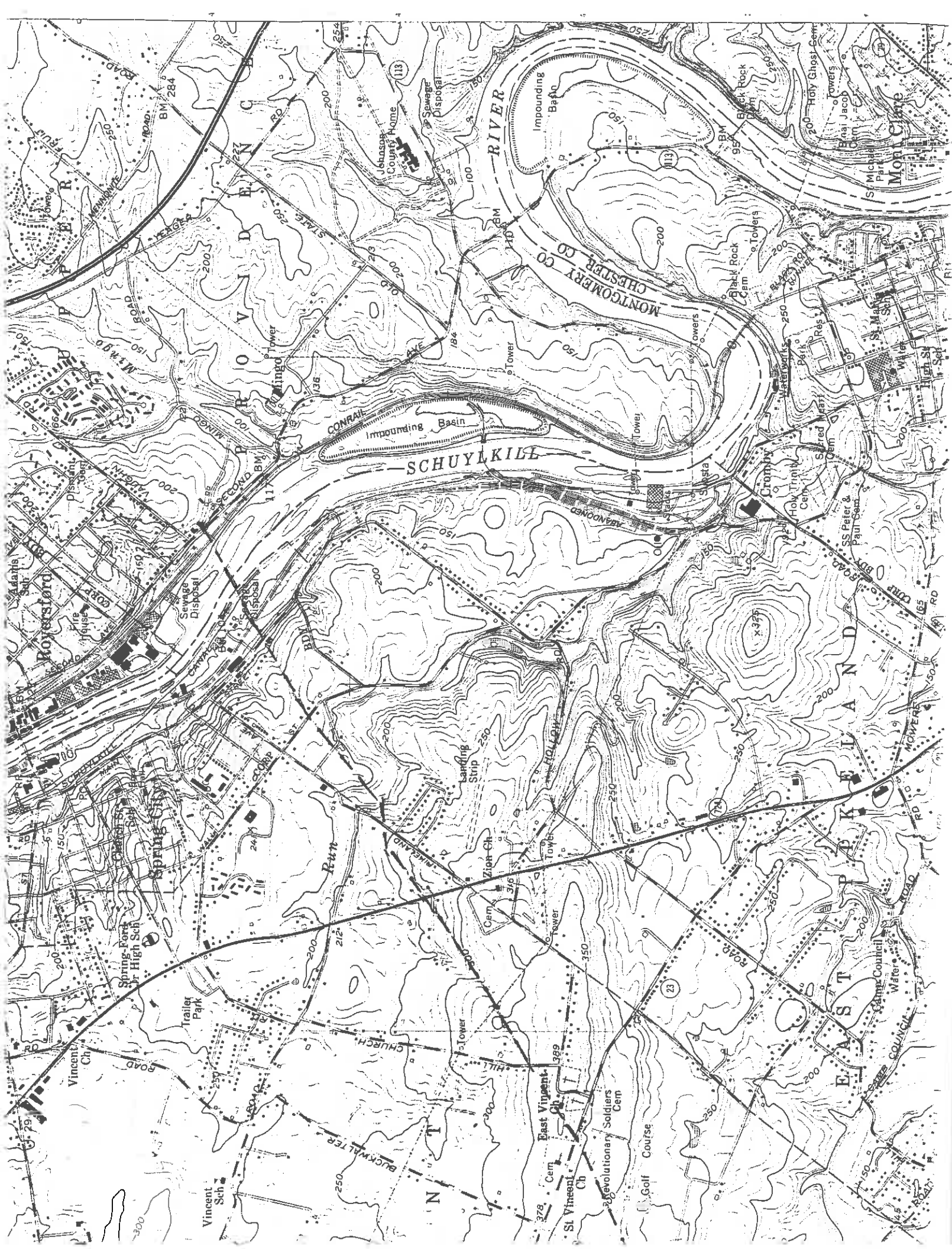
- A. To construct, repair, replace, operate, maintain and remove Licensee's facilities within premises referred to herein as the "Facilities Area", occupying approximately 0.2 * acres (to the nearest tenth of an acre) of submerged land owned by the Commonwealth in the aforesaid Stream, Municipality and County, the location of which Facilities Area is:

☒ shown as the "Facilities Area" on the map or plan attached hereto and made a part hereof; or

☐ described by metes and bounds as attached hereto and made a part hereof.

- B. To occupy for the mooring of vessels at Licensee's facilities, within premises, referred to herein as the "Mooring Area",

*includes 2 crossings



occupying approximately _____ acres (to the nearest tenth of an acre) of submerged land owned by the Commonwealth in the aforesaid Stream, Municipality and County, the location of which Mooring Area is:

_____ shown as the "Mooring Area" on the map or plan attached hereto and made a part hereof; or

_____ described by metes and bounds as attached hereto and made a part hereof.

The total Facilities Area and Mooring Area being referred to herein as "Licensed Premises";

- C. To dredge for construction and normal operation and maintenance within the Licensed Premises; provided that this license grants no right to dredge, excavate, remove and carry away any merchantable sand, gravel or other minerals, such activities being subject to the payment of a royalty pursuant to Sections 468(d) and 1908-A(3) of the Administrative Code of 1929, as amended.

In consideration whereof, and intending to be legally bound hereby, Licensee agrees as follows:

1. The current schedule of annual fees for Licensed Premises is as follows:

- a. An annual fee of fifty dollars (\$50.00) per acre (to the nearest tenth of an acre) for premises licensed as "Facilities Area", and ten dollars (\$10.00) per acre (to the nearest tenth of an acre) for premises licensed as "Mooring Area", with a minimum annual fee for Licensed Premises of twenty-five dollars (\$25.00).

However, it is the intention of Department to review the annual fees in years divisible by five (5) in the light of real estate values then existing. Therefore, Licensee, upon the execution of this Agreement, shall pay to the Commonwealth the sum of fifty dollars (\$ 50.00). By the 31st day of December, 1990, Department may review and reasonably adjust the annual fee, in the light of real estate values then existing for a further five (5) year period, by the end of which time (the 31st day of December, 1995) the Department may again review and reasonably adjust the annual fee, and so on for each five (5) year period ending in a year divisible by the number five (5). However, until notified otherwise, Licensee shall pay to the Commonwealth the sum of fifty dollars (\$ 50.00) by the first day of January, 19 91, and so on by each succeeding first day of January. The annual fees shall be payable to the Commonwealth at Department's offices in Harrisburg.

2. In the event a substantial portion of any of Licensee's facilities shall be permanently discontinued or abandoned by Licensee or any of Licensee's permits issued under or complying with Act 325, as amended, or Licensee's facilities be terminated, then this Agreement, at the option of Licensee or Department shall be modified to reflect the changed conditions. Modification may include termination where the use of Licensee's facilities is essentially permanently discontinued or abandoned by Licensee or where essentially all of Licensee's permits issued under or complying with Act 325, as amended, for Licensee's facilities be terminated.

3. Department, in addition to all other rights of termination it may have as set forth herein or generally for breach of any of the conditions, promises, agreements and undertakings by Licensee, shall also have the right to terminate this Agreement upon six (6) months written notice, whenever the Department reasonably believes that the license has become derogatory or inimical to the public interest, fails to serve the best interests of the Commonwealth or hinders a higher public use of Licensed Premises. Such written notice shall specify the basis for the proposed termination. Termination shall become effective six (6) months after date of notice unless Licensee, within thirty (30) days after such notice, shall request in writing a hearing on the termination issue. In such hearing, due regard shall be given also to the interests of the public as served by Licensee's facilities.

If the Department, following such hearing, determines that the license has become derogatory or inimical to the public interest or fails to serve the best interests of the Commonwealth, or hinders a higher public use of Licensed Premises, then such determination and supporting facts therefor shall be mailed to Licensee. Within thirty (30) days after such determination is mailed, Licensee may appeal therefrom to the appropriate court. Termination shall be effective when the last appeal is finally heard and determined.

4. Licensee shall have the right to terminate this Agreement at any time by written notice to the Secretary of Department.

5. Should termination of this Agreement occur as of a date not falling on the first day of January, then the annual fee payable in advance for the remaining period or the sum refundable, as the case may be, shall be prorated in the ratio that the remaining period from the first day of January, bears to a year.

6. If this Agreement is terminated by operation of this Agreement or by the Department, such termination shall be confirmed by letter from the Secretary of the Department or his designee to the Licensee at the address shown above, or if termination is by Licensee, by letter from Licensee to the Secretary of the Department, at his office in Harrisburg, Pennsylvania. The letter of termination shall be acknowledged and, if this Agreement is recorded, shall likewise be recorded in the County in which this Agreement is recorded.

7. This Agreement does not supersede or waive the provisions of any Federal or Commonwealth statute, regulation or permit relevant to Licensee's operation or maintenance of its facilities. Licensee, its successors and assigns, shall at all times during the existence of this Agreement comply with all statutes, regulations and permits relevant thereto.

8. Licensee shall at all times save harmless and defend the Commonwealth, its officers and employees, from and against all losses, damages, expenses, claims, demands, suits and actions arising out of, or caused in any manner by the use of the Licensed Premises by Licensee, and shall compensate the Commonwealth for any damage to it at any time resulting from the use of Licensed Premises by Licensee; provided, however, that this paragraph shall not apply to or affect any claims, demands, suits or actions by or on behalf of officers, employees, servants or agents of the Commonwealth, or their dependents, based upon workmen's compensation or similar statutory benefits. Department shall, at Licensee's expense, provide Licensee with such assistance as Licensee may reasonably request in writing in the defense of any claim, demand, suit or action which Licensee assumes hereunder.

9. Should Licensee default in the performance of any of the provisions of this Agreement, and such default continue or remain uncured, unsettled, unappealed or unstayed by a court of competent jurisdiction for sixty (60) days after receipt by Licensee of written notice from Department of such default, then this license shall terminate and be of no further effect; provided, however, that if Licensee has commenced substantially to cure said default within the sixty (60) day period and diligently continues such action to completion, this shall not be an event of default and Department may not terminate this license.

10. In the event this license terminates or is terminated by reason of any provision of this Agreement, or for any other reason, Licensee shall at its cost remove Licensee's facilities from Licensed Premises within such time and in such manner as Department may reasonably direct. Should Licensee fail to remove all Licensee's facilities from Licensed Premises within one (1) year after notice by Department to do so, Department may remove the same, and Licensee shall pay the costs of such removal. Notwithstanding anything to the contrary herein, Licensee shall have a period of one (1) year from the date of effective termination of the license within which to remove its facilities from Licensed Premises.

11. Licensee shall at all times perform under this Agreement in such manner as to minimize or prevent polluting the environment. Licensee shall be liable and responsible to the Commonwealth as provided by law for any pollution or other damage to any portion of the environment in or adjacent to Licensed Premises which occurs as a result or consequence of Licensee's occupation and use thereof, irrespective of whether or not such pollution or damage be due to negligence or in the inherent

nature of Licensee's operations, unless the pollution or damage is the proximate result or consequence of an independent intervening cause or of force majeure. The burden of proving such independent intervening cause or force majeure shall be on Licensee. Any action for civil damages on account of such pollution brought by Department against Licensee shall not bar Department from bringing other actions under the Clean Streams Law or other pertinent law, rule, or regulation of the Commonwealth. It is understood and agreed that it is not the intention herein to impose any greater duty upon Licensee than is otherwise provided by statutory and Common law.

12. This Agreement shall be binding upon the parties, their successors and assigns, but shall not be assignable or transferable by Licensee without the prior written approval of Department, which shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SIGNATURES

ATTEST:

Beverly A. Hine

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES

By James R. Hance
DEPUTY SECRETARY
RESOURCES MANAGEMENT

Texas Eastern Transmission Corporation
Licensee's Business Name

(When Licensee is a corporation):

ATTEST:

F. S. Bush
ASST. Secretary/~~Treasurer~~
F. S. BUSH

By D. D. Holcomb
D. D. Holcomb/Vice-President

(Corporate Seal)

(When Licensee is a partnership):

Witness

By _____
Partner's Signature

Witness

By _____
Partner's Signature

Witness

By _____
Partner's Signature

Witness

By _____
Partner's Signature

(When Licensee is an individual):

Witness

By _____
Licensee's Signature

APPROVED:

By Robert Casey
Governor, Commonwealth of Pennsylvania

Approved as to legality and form: DAK

John F. Huel
Office of Attorney General

[Signature]
Chief/Assistant Counsel
Department of Environmental Resources

COMMONWEALTH OF PENNSYLVANIA,

:
:
: ss.
:

COUNTY OF DAUPHIN

On this the 24th day of October, 1990,
before me, the undersigned officer, personally appeared James R. Grace,
Deputy Secretary, Resources Management, of the Commonwealth of Pennsylvania,
Department of Environmental Resources, known to me to be the person
described in the foregoing instrument, and acknowledged that he executed the
same in the capacity therein stated and for the purposes therein contained.

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

Beverly A. Alwine

Notary Public
NOTARIAL SEAL
BEVERLY A. ALWINE, Notary Public
Harrisburg, PA Dauphin County
My Commission Expires Jan 28, 1991

(My commission expires _____, 19____)

File No. 9659.....

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF FORESTS AND WATERS
WATER AND POWER RESOURCES BOARD

LINE # 1
R/W 158-CHESTER
1 - MONTGOMERY

Sub-Acct #4000/2005

PERMIT

The Water and Power Resources Board which, by virtue of Section 1808 of "The Administrative Code," is empowered to exercise certain powers and perform certain duties by law vested in and imposed upon the Water Supply Commission of Pennsylvania, under and by virtue of said Administrative Code and of an act of the General Assembly of the Commonwealth of Pennsylvania, entitled "An act providing for the regulation of dams, or other structures or obstructions, as defined herein, in, along, across, or projecting into all streams and bodies of water wholly or partly within, or forming part of the boundary of, this Commonwealth; vesting certain powers and duties in the Water Supply Commission of Pennsylvania, for this purpose; and providing penalties for the violation of the provisions hereof," approved the twenty-fifth day of June, one thousand nine hundred and thirteen, as amended, hereby issues this permit to the DEFENSE PLANT CORPORATION

giving its consent to the construction of a twenty (20) inch pipe line crossing under the Schuylkill River, ninety-two hundredths (0.92) mile downstream (southeast) from the highway bridge, between Spring City, ^{sup}in Chester County, and Royersford, in Montgomery ^{Upper Providence} County, for the conveyance of petroleum and/or its by-products.

This permit is issued in response to an application filed in the office of the Water and Power Resources Board on the 3rd day of March, A.D. 19⁴³, and with the understanding that the work shall be performed in accordance with the maps, plans, profiles, and specifications filed with and made part of the application.

amended by Permit No. E15-353

subject, however, to the provisions of the Act of June 25, 1913, P. L. 555, as amended, and the following conditions, regulations, and restrictions:

1. This permit does not give any property rights, either in real estate or material, nor any exclusive privileges, nor shall it be construed to grant or confer any right, title, easement, or interest, in, to, or over any land belonging to the Commonwealth of Pennsylvania; neither does it authorize any injury to private property nor invasion of private rights, nor any infringement of Federal, State, or local laws or regulations; nor does it obviate the necessity of obtaining Federal assent when necessary;

2. The work shall at all times be subject to supervision and inspection by representatives of the Board, and no changes in the maps, plans, profiles, and specifications as approved shall be made except with the written consent of the Board. The Board, however, reserves the right to require such changes or modifications in the maps, plans, profiles, and specifications as may be considered necessary. The Board further reserves the right to suspend or revoke this permit if in the opinion of the Board the best interests of the Commonwealth will be subserved thereby;

3. All construction debris, excavated material, brush, rocks, and refuse incidental to this work shall be removed entirely from the stream channel and placed either on shore above the influence of flood waters, or at such dumping ground as may be approved by the Board;

4. There shall be no unreasonable interference with the free discharge of the river or stream nor with navigation during construction;

5. If future operations by the Commonwealth of Pennsylvania require modification of the structure or work, or if, in the opinion of the Water and Power Resources Board, it shall cause unreasonable obstruction to the free passage of floods or navigation, the permittee shall, upon due notice from the Water and Power Resources Board, remove or alter the structural work or obstructions caused thereby, without expense to the Commonwealth of Pennsylvania, so as to increase the flood carrying capacity of the channel or render navigation reasonably free, easy, and unobstructed, in such manner as the said Board may require; and if, upon the expiration or revocation of this permit, the work shall not be completed, the permittee, at his own expense and to such extent and in such time and manner as the said Board may require, shall remove all or any portion of the incompleated work and restore the watercourse to its former condition. No claim shall be made against the Commonwealth of Pennsylvania on account of any such removal or alteration;

6. The permittee shall notify the Water and Power Resources Board when this work is commenced and at least two weeks before the probable time of completion;

7. If this work is not completed on or before the first day of January A. D. 1944, this permit, if not previously revoked or specifically extended, shall cease and be null and void.

8. Within thirty (30) days after the completion of the work authorized in this permit, the permittee shall file with the Water and Power Resources Board, Harrisburg, Pa., a statement certi-

Secretary

36" Line 2
Schuylkill River
Chester: Montgomery, PA

THIS AGREEMENT made this 31st day of August, 1992,
between the Commonwealth of Pennsylvania Department of Environmental
Resources, hereinafter referred to as "Department", and

- A. Texas Eastern Gas Pipeline Company, a division of
Texas Eastern Transmission Corporation, a corporation
incorporated under the laws of the State of Delaware;
or
- B. _____, a partnership;
or
- C. _____, an individual;
or
- D. _____, (other);

with its principal place of business at P.O. Box 2521, Houston, TX 77252

_____, hereinafter referred to as "Licensee".

WHEREAS, Department is authorized by the Act of November 26, 1978
(P.L. 1375, No. 325), as amended, to grant, with the approval of the
Governor, licenses to occupy submerged lands of the Commonwealth on such
terms and conditions as the Department shall prescribe, for the purposes
set forth in said Act;

WHEREAS, Department is also authorized by said Act 325, as amended,
to issue permits for the construction, operation, maintenance,
modification, enlargement or abandonment of dams, water obstructions and
encroachments; prior permits issued in compliance with the Act of June 8,
1907 (P.L. 496, No. 322) and the Act of June 25, 1913 (P.L. 555, No. 355)
being deemed to comply with the requirements of said Act 325, as amended,
and any and all said permits being the only permits referred to
hereinafter;

WHEREAS, Licensee has the right to occupy riparian land abutting the
Schuylkill River (Stream) in Spring City and Upper
Providence Townships (Municipality), Chester & Montgomery (County),
Pennsylvania;

WHEREAS, Licensee is engaged in the business of transporting natural gas
_____ on said riparian land and
requires a license to occupy submerged lands of the Commonwealth in the
bed of said Stream below normal pool elevation or low water mark, as the
case may be, adjacent to said riparian land in order to construct, repair,

replace, operate, maintain and remove the 36-inch gas pipeline under the bed
and across the channel fo the Schuylkill River located approximatley 2,500 feet
upstream of the confluence of Mingo Creek with the Schuylkill River
and other necessary encroachments and obstructions associated with its
business, in accordance with the approved plans and specifications
contained in Permit Application No. E46-624 and in any prior or
future permit(s) for dams, water obstructions and encroachments within the
premises licensed herein, referred to hereinafter as "Licensee's
facilities"; and

WHEREAS, Licensee's facilities are for the purpose of (check as
appropriate):

- ☐ improving navigation or public transportation;
- ☐ recreation, fishing or other public trust purposes;
- ☐ protecting public safety or the environment;
- ☐ providing water supply, energy production or waste treatment;
- ☒ other activities which require access to water;

NOW, THEREFORE, Department, in consideration of the foregoing, and
the payments of Licensee of monies as hereinafter written, and the
agreements, undertakings and conditions hereinafter contained, hereby
grants to Licensee a license to occupy submerged lands of the Commonwealth
adjacent to Licensee's riparian land for the purpose(s) set forth in
paragraph(s) A below, in accordance with the approved plans
and specifications contained in Permit Application No. E46-624 and
in any prior or future permit(s) for dams, water obstructions and
encroachments within the premises licensed herein:

- A. To construct, repair, replace, operate, maintain and remove
Licensee's facilities within premises referred to herein as the
"Facilities Area", occupying approximately 0.1 acres (to
the nearest tenth of an acre) of submerged land owned by the
Commonwealth in the aforesaid Stream, Municipality and County,
the location of which Facilities Area is:
 - ☒ shown as the "Facilities Area" on the map or plan attached
hereto and made a part hereof; or
 - ☐ described by metes and bounds as attached hereto and made a
part hereof.
- B. To occupy for the mooring of vessels at Licenses's facilities,
within premises, referred to herein as the "Mooring Area",
occupying approximately _____ acres (to the nearest tenth
of an acre) of submerged land owned by the Commonwealth in the
aforesaid Stream, Municipality and County, the location of which
Mooring Area is:

FTS-5
PHASE III

STATION 25
DISCHARGE
REPLACEMENT

CHESTER
&
MONTGOMERY
COUNTIES, PA.

ADAPTED FROM
USGS 7 1/2 MINUTE
SERIES
PHOENIXVILLE, PA.
COLLEGEVILLE, PA.
QUADRANGLES

SEPTEMBER, 1989
REVISED 1-26-92

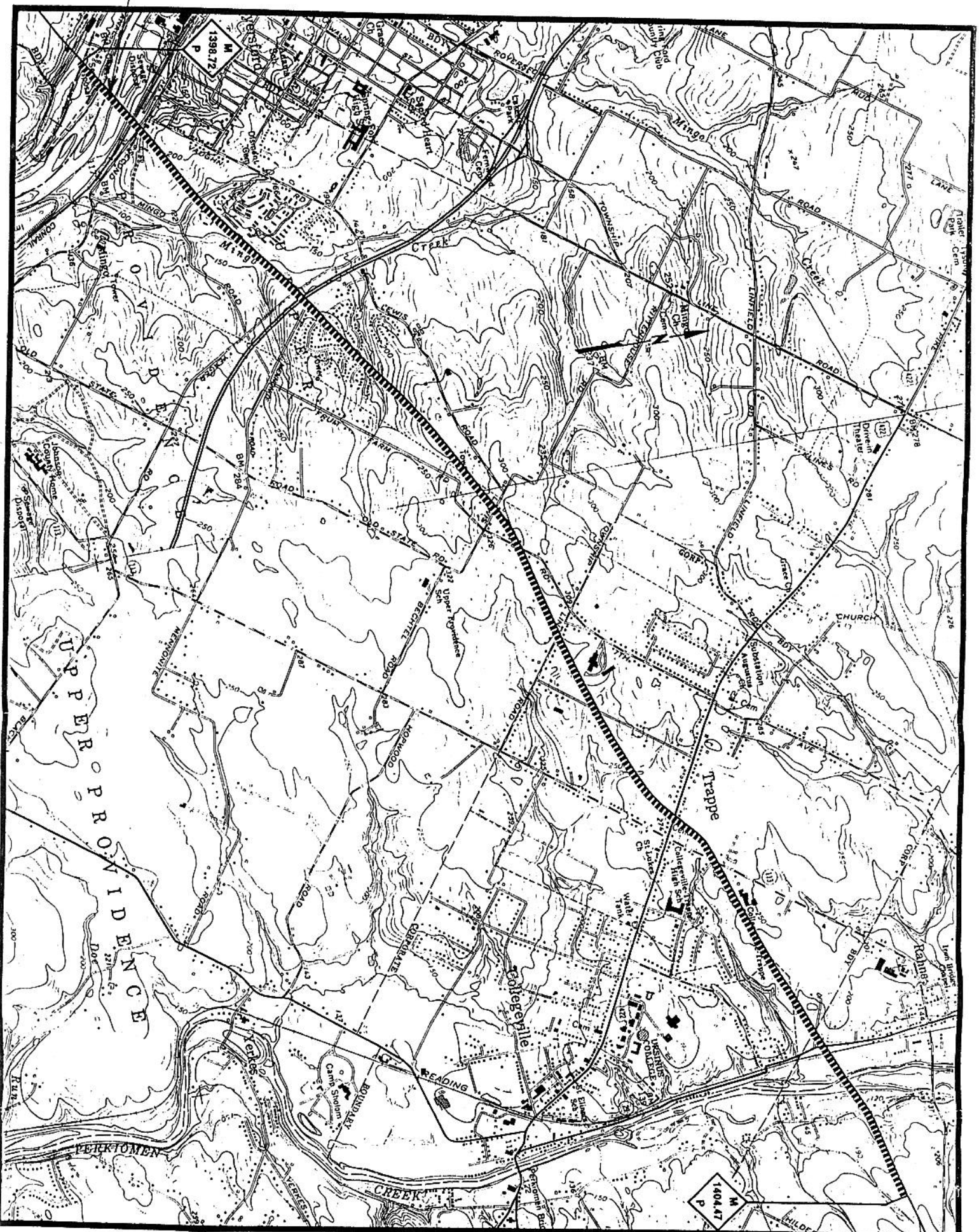
KEY

ROAD CLASSIFICATION
Primary highway. Light duty road, hard or
hard surface. Improved surface.
Secondary highway.
hard surface. Unimproved road.
Dashed line. Route. Dashed line. Route.

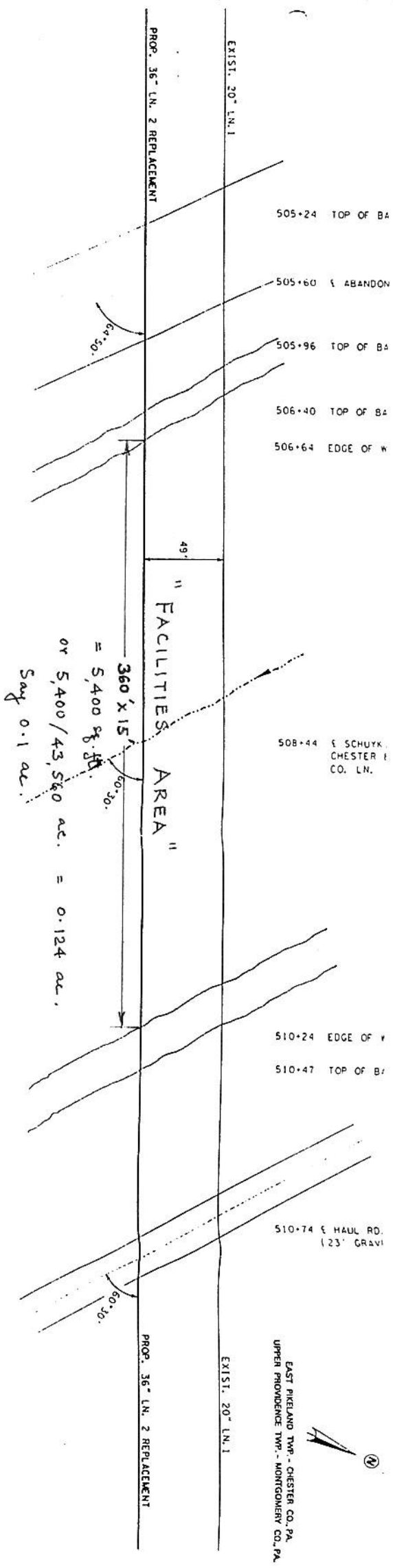
SCALE IN FEET

1000 0 1000 2000

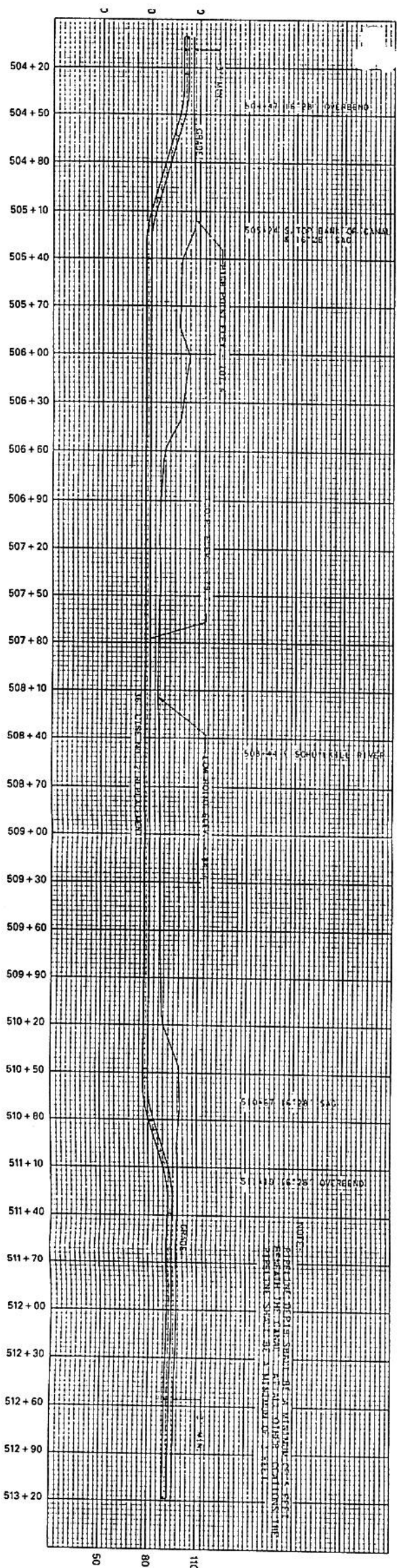
PROPOSED PIPELINE
WORK EXPANDED AREA
(NOT TO SCALE)



E46-624
SITE



PLAN
SCALE: 1" = 30'



ELEVATION

SCALE:
HORIZ. 1" = 30'
VERT. 1" = 30'

FIELD BOOK 6122 PAGES 3-4	SCALE: AS SHOWN	PROP. 36" LINE 2 CROSSING SCHUYK RIVER TR. 158	TEXAS EASTERN GAS PIPELINE COMPANY
522 ALIGNMENT SHEET	DRAWN BY: LCA	PLAN & PROFILE	
	CHECK BY: JMS		
	DATE: 11/1/82		

E46-624

_____ shown as the "Mooring Area" on the map or plan attached hereto and made a part hereof; or

_____ described by metes and bounds as attached hereto and made a part hereof.

The total Facilities Area and Mooring Area being referred to herein as "Licensed Premises";

- C. To dredge for construction and normal operation and maintenance within the Licensed Premises; provided that this license grants no right to dredge, excavate, remove and carry away any merchantable sand, gravel or other minerals, such activities being subject to the payment of a royalty pursuant to Sections 468(d) and 1908-A(3) of the Administrative Code of 1929, as amended.

In consideration whereof, and intending to be legally bound hereby, Licensee agrees as follows:

1. The current schedule of annual fees for Licensed Premises is as follows:

- a. An annual fee of fifty (\$50.00) per tenth of an acre for premises licensed as "Facilities Area", and ten dollars (\$10.00) per tenth of an acre for premises licensed as "Mooring Area", with a minimum annual fee for Licensed Premises of two hundred fifty dollars (\$250.00).

Therefore, Licensee, upon the execution of this Agreement, shall pay to the Commonwealth the sum of two hundred fifty dollars (\$ 250.00). The annual fees imposed herein may be revised upon notice from the Department to the Licensee consistent with applicable law. However, until notified otherwise, Licensee shall pay to the Commonwealth the sum of two hundred fifty dollars (\$ 250.00) by the first day of August, 19 93, and so on by each succeeding first day of August. The annual fees shall be payable to the Commonwealth at Department's offices in Harrisburg.

2. In the event a substantial portion of any of Licensee's facilities shall be permanently discontinued or abandoned by Licensee or any of Licensee's permits issued under or complying with Act 325, as amended, or Licensee's facilities be terminated, then this Agreement, at the option of Licensee or Department shall be modified to reflect the changed conditions. Modification may include termination where the use of Licensee's facilities is essentially permanently discontinued or abandoned by Licensee or where essentially all of Licensee's permits issued under or complying with Act 325, as amended, for Licensee's facilities be terminated.

3. Department, in addition to all other rights of termination it may have as set forth herein or generally for breach of any of the conditions, promises, agreements and undertakings by Licensee, shall also

have the right to terminate this Agreement upon six (6) months written notice, whenever the Department reasonably believes that the license has become derogatory or inimical to the public interest, fails to serve the best interests of the Commonwealth or hinders a higher public use of the Licensed Premises. Such written notice shall specify the basis for the proposed termination. Termination shall become effective six (6) months after date of notice unless Licensee, within thirty (30) days after such notice, shall request in writing a hearing on the termination issue. In such hearing, due regard shall be given also to the interests of the public as served by Licensee's facilities.

If the Department, following such hearing, determines that the license has become derogatory or inimical to the public interest or fails to serve the best interests of the Commonwealth, or hinders a higher public use of Licensed Premises, then such determination and supporting facts therefor shall be mailed to Licensee. Within thirty (30) days after such determination is mailed, Licensee may appeal therefrom to the appropriate court. Termination shall be effective when the last appeal is finally heard and determined.

4. Licensee shall have the right to terminate this Agreement at any time by written notice to the Secretary of Department.

5. Should termination of this Agreement occur as of a date not falling on the first day of August, then the annual fee payable in advance for the remaining period or the sum refundable, as the case may be, shall be prorated in the ratio that the remaining period from the first day of August, bears to a year.

6. If this Agreement is terminated by operation of this Agreement or by the Department, such termination shall be confirmed by letter from the Secretary of the Department or his designee to the Licensee at the address shown above, or if termination is by Licensee, by letter from Licensee to the Secretary of the Department, at his office in Harrisburg, Pennsylvania. The letter of termination shall be acknowledged and, if this Agreement is recorded, shall likewise be recorded in the County in which this Agreement is recorded.

7. This Agreement does not supersede or waive the provisions of any Federal or Commonwealth statute, regulation or permit relevant to Licensee's operation or maintenance of its facilities. Licensee, its successors and assigns, shall at all times during the existence of this Agreement comply with all statutes, regulations and permits relevant thereto.

8. Licensee shall at all times save harmless and defend the Commonwealth, its officers and employees, from and against all losses, damages, expenses, claims, demands, suits and actions arising out of, or caused in any manner by the use of Licensed Premises by Licensee, and shall compensate the Commonwealth for any damage to it at any time resulting from the use of Licensed Premises by Licensee; provided, however, that this paragraph shall not apply to or affect any claims, demands, suits or actions by or on behalf of officers, employees, servants or agents of the Commonwealth, or their dependents, based upon workmen's

compensation or similar statutory benefits. The Department shall, at Licensee's expense, provide Licensee with such assistance as Licensee may reasonably request in writing in the defense of any claim, demand, suit or action which Licensee assumes hereunder.

9. Should Licensee default in the performance of any of the provisions of this Agreement, and such default continue or remain uncured, unsettled, unappealed or unstayed by a court of competent jurisdiction for sixty (60) days after receipt by Licensee of written notice from Department of such default, then this license shall terminate and be of no further effect; provided, however, that if Licensee has commenced substantially to cure said default within the sixty (60) day period and diligently continues such action to completion, this shall not be an event of default and Department may not terminate this license.

10. In the event this license terminates or is terminated by reason of any provision of this Agreement, or for any other reason, Licensee shall at its cost remove Licensee's facilities from Licensed Premises within such time and in such manner as Department may reasonably direct. Should Licensee fail to remove all Licensee's facilities from Licensed Premises within one (1) year after notice by Department to do so, Department may remove the same, and Licensee shall pay the costs of such removal. Notwithstanding anything to the contrary herein, Licensee shall have a period of one (1) year from the date of effective termination of the license within which to remove its facilities from Licensed Premises.

11. Licensee shall at all times perform under this Agreement in such manner as to minimize or prevent polluting the environment. Licensee shall be liable and responsible to the Commonwealth as provided by law for any pollution or other damage to any portion of the environment in or adjacent to Licensed Premises which occurs as a result or consequence of Licensee's occupation and use thereof, irrespective of whether or not such pollution or damage be due to negligence or in the inherent nature of Licensee's operations, unless the pollution or damage is the proximate result or consequence of an independent intervening cause or of force majeure. The burden of proving such independent intervening cause or force majeure shall be on Licensee. Any action for civil damages on account of such pollution brought by Department against Licensee shall not bar Department from bringing other actions under the Clean Streams Law or other pertinent law, rule, or regulation of the Commonwealth. It is understood and agreed that it is not the intention herein to impose any greater duty upon Licensee than is otherwise provided by statutory and Common law.

12. This Agreement shall be binding upon the parties, their heirs, legal representatives, successors and assigns, but shall not be assignable or transferable by Licensee without the prior written approval of the Department, which shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SIGNATURES

ATTEST:

Joan J. Ginger

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES

By Allen E. Gloyer
DEPUTY SECRETARY
WATER MANAGEMENT
Texas Eastern Gas Pipeline Co.
a division of
Texas Eastern Transmission Corporation
Licensee's Business Name

(When Licensee is a corporation):

ATTEST:

Robert W. Reed
Secretary/~~Treasurer~~

By H. D. Church
H. D. Church ~~President~~ Vice-President

P. J. M.
SVN
Ham

(Corporate Seal)

(When Licensee is a partnership):

Witness

By _____
Partner's Signature

Witness

By _____
Partner's Signature

Witness

By _____
Partner's Signature

Witness

By _____
Partner's Signature

(When Licensee is an individual):

Witness

By _____
Licensee's Signature

APPROVED:

Approved as to legality and form: *WHL*

John AF Hall

Office of Attorney General

KS Wells

Chief/Assistant Counsel
Department of Environmental Resources

By *Robert Casey*
Governor, Commonwealth of Pennsylvania

COMMONWEALTH OF PENNSYLVANIA, :
: ss.
COUNTY OF DAUPHIN :

On this the 31st day of August, 1992, before me, the undersigned officer, personally appeared Caren E. Glotfelty, Deputy Secretary for Water Management, of the Commonwealth of Pennsylvania, Department of Environmental Resources, known to me to be the person described in the foregoing instrument, and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.

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

Karen E. Buckley
Notary Public

(My commission expires _____, 19_____)
NOTARIAL SEAL
KAREN E. BUCKLEY, Notary Public
Harrisburg, Dauphin County, Pa.
My Commission Expires Dec. 19, 1994

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF FORESTS AND WATERS
WATER AND POWER RESOURCES BOARD

LIN 5 #2
Rev 158 - CHESTER
1 - MONTGOMERY

PERMIT

Sub-Acct # 4064112009

The Water and Power Resources Board which, by virtue of Section 1909 of "The Administrative Code," is empowered to exercise certain powers and perform certain duties by law vested in and imposed upon the Water Supply Commission of Pennsylvania, under and by virtue of said Administrative Code and of an act of the General Assembly of the Commonwealth of Pennsylvania, entitled "An act providing for the regulation of dams, or other structures or obstructions, as defined herein, in, along, across, or projecting into all streams and bodies of water wholly or partly within, or forming part of the boundary of, this Commonwealth; vesting certain powers and duties in the Water Supply Commission of Pennsylvania, for this purpose; and providing penalties for the violation of the provisions hereof," approved the twenty-fifth day of June, one thousand nine hundred and thirteen, as amended, hereby issues this permit to the DEFENSE PLANT CORPORATION

giving its consent to the construction of a twenty (20) inch pipe line crossing under the Schuylkill River, ninety-two hundredths (0.92) mile downstream (southeast) from the Highway Bridge, from Spring City, Chester County, to Royersford, Montgomery County, for the conveyance of petroleum and/or its by-products.

This permit is issued in response to an application filed in the office of the Water and Power Resources Board on the 20th day of September, A.D. 1943, and with the understanding that the work shall be performed in accordance with the maps, plans, profiles, and specifications filed with and made part of the application.

amended by Permit No. E15-353

subject, however, to the provisions of the Act of June 25, 1913, P. L. 555, as amended, and the following conditions, regulations, and restrictions:

1. This permit does not give any property rights, either in real estate or material, nor any exclusive privileges, nor shall it be construed to grant or confer any right, title, easement, or interest, in, to, or over any land belonging to the Commonwealth of Pennsylvania; neither does it authorize any injury to private property nor invasion of private rights, nor any infringement of Federal, State, or local laws or regulations; nor does it obviate the necessity of obtaining Federal assent when necessary;
2. The work shall at all times be subject to supervision and inspection by representatives of the Board, and no changes in the maps, plans, profiles, and specifications as approved shall be made except with the written consent of the Board. The Board, however, reserves the right to require such changes or modifications in the maps, plans, profiles, and specifications as may be considered necessary. The Board further reserves the right to suspend or revoke this permit if in the opinion of the Board the best interests of the Commonwealth will be subserved thereby;
3. All construction debris, excavated material, brush, rocks, and refuse incidental to this work shall be removed entirely from the stream channel and placed either on shore above the influence of flood waters, or at such dumping ground as may be approved by the Board;
4. There shall be no unreasonable interference with the free discharge of the river or stream nor with navigation during construction;
5. If future operations by the Commonwealth of Pennsylvania require modification of the structure or work, or if, in the opinion of the Water and Power Resources Board, it shall cause unreasonable obstruction to the free passage of floods or navigation, the permittee shall, upon due notice from the Water and Power Resources Board, remove or alter the structural work or obstructions caused thereby, without expense to the Commonwealth of Pennsylvania, so as to increase the flood carrying capacity of the channel or render navigation reasonably free, easy, and unobstructed, in such manner as the said Board may require; and if, upon the expiration or revocation of this permit, the work shall not be completed, the permittee, at his own expense and to such extent and in such time and manner as the said Board may require, shall remove all or any portion of the incompleted work and restore the watercourse to its former condition. No claim shall be made against the Commonwealth of Pennsylvania on account of any such removal or alteration;
6. The permittee shall notify the Water and Power Resources Board when this work is commenced and at least two weeks before the probable time of completion;
7. If this work is not completed on or before the first day of January A. D. 1945 this permit, if not previously revoked or specifically extended, shall cease and be null and void.
8. Within thirty (30) days after the completion of the work authorized in this permit, the permittee shall file with the Water and Power Resources Board, Harrisburg, Pa., a statement certi-

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Secretary

COMMONWEALTH OF PENNSYLVANIA

WATER AND POWER RESOURCES BOARD

PERMIT

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FOR