

## Rick Smith

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**From:** Dan Stevenson <Dan.Stevenson@westernls.com>  
**Sent:** Tuesday, July 16, 2019 2:15 PM  
**To:** Rick Smith  
**Cc:** Jon Altshul  
**Subject:** Adelphia\_Temp Workspace and Access\_53-4-255\_East Goshen Township  
**Attachments:** East Goshen Township\_53-4-255 2019.07.16.zip

Mr. Smith,

Per our conversation, I have attached a proposal for Temporary Work Space and Access onto the East Goshen Township Property.

They will be using the additional space while updating the Valve Site location within the existing Easement.

The attached zipfile contains the following for your review:

- Temporary Work Space Agreement
- Compensation/Construction Stipulation form.
- Order For Payment (Compensation terms)
- Color aerial plats for reference.

Please review as time allows and let me know if you have any questions.

I look forward to your thoughts.

Kind regards,

Dan Stevenson

On behalf of Adelphia Gateway, LLC

**Dan Stevenson**  
*Project Manager*



1100 Conrad Industrial Drive  
Ludington, MI 49431

Toll Free: 800.968.4840

Local: 231.843.8878

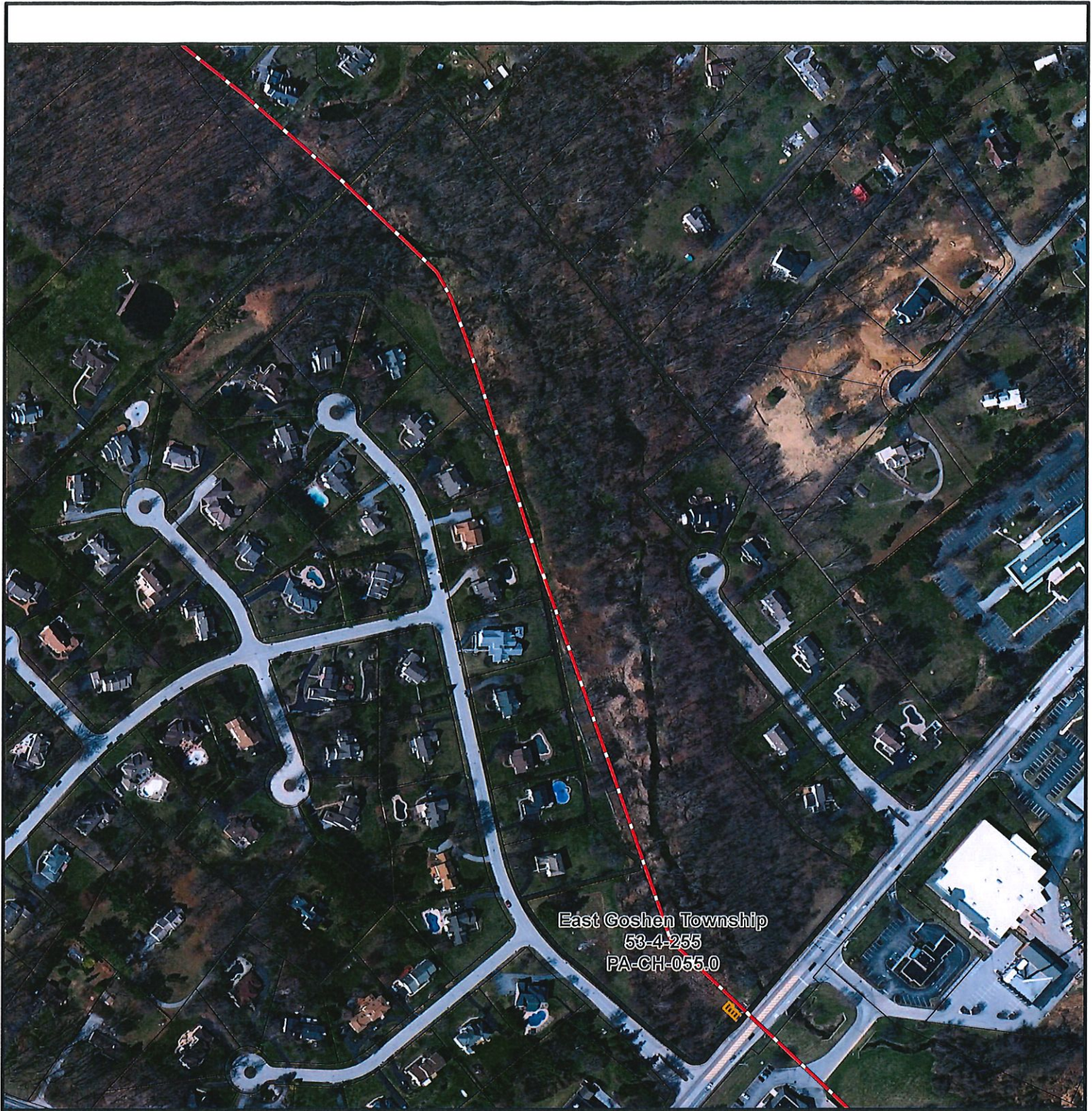
Cell: 231.690.1354

Fax: 231.843.3183

[www.westernls.com](http://www.westernls.com)

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1. Bearings shown are based on the Pennsylvania State Plane Coordinate System, NAD83, South Zone, US Foot.
2. The information shown on this drawing is from Delaware County, PA Board of Assessments GIS data and is for the sole purpose of creating a Right of Way acquisition exhibit. Property boundaries shown are based on Delaware County, PA Board of Assessments GIS data. No civil survey of the easement areas have been performed. The acreages shown are approximate.

Legend

— 18" Mainline

Property

Temporary Workspace

320 Feet



Date:	7/16/2019	Temporary Workspace (Ac):	.02
Map No:	53-4-255	Permanent Access Road (Ac):	.00
Tax Parcel ID:	53-4-255	Permanent Easement (Ac):	
Pipeline Length (feet):	East Goshen Township		



Prepared by and return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TAX PARCEL No.: 53-4-255**  
**TRACT ID No.: PA-CH-055.0**

#### TEMPORARY WORK SPACE AND ACCESS AGREEMENT

**THIS TEMPORARY WORK SPACE AND ACCESS AGREEMENT** (the “Agreement”) is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 201**9**, by and between **East Goshen Township** whose address is **1580 Paoli Pike, West Chester, PA 19380** (referred to singularly and collectively herein as the “Grantor”), and **Adelphia Gateway, LLC**, a Delaware limited liability company (“Grantee”), its successors and assigns.

Grantor for themselves, their heirs, successors and assigns, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, does hereby grant and convey unto the Grantee, its successors and assigns, the right to clear, grade and use temporarily for ingress, egress and work and storage related to the construction of a natural gas pipeline a strip of land shown on the attached Exhibit “A” (the “Temporary Workspace”) on Grantor’s property described as:

A certain tract or parcel of land containing **20.6** acres, more or less, located in **East Goshen** Township, **Chester** County, Commonwealth of Pennsylvania, and being more particularly described in Deed Book **4514**, Page **402** in the land records of **Chester** County, Pennsylvania, Tax Block(s) **N/A**, Lot(s) **N/A**, as shown on the current Official Tax Maps of **East Goshen, Chester** County, and including contiguous or appurtenant lands owned by the Grantor (the “Property”).

*Being further described as: See Exhibit “B” attached hereto.*

The Temporary Workspace shall be for the use of Grantee, its successors, contractors, subcontractors, agents and permitted assigns. No permanent facilities shall be constructed by Grantee in the Temporary Workspace.

This Agreement is subject to the covenants hereby made by Grantee and the conditions that Grantee shall:

1. Fully restore and level the surface of the Property to, as nearly as can reasonably be done, the same condition as same was prior to any of Grantee's use of the Temporary Workspace so that there shall not be any permanent mounds, ridges, sinks, or trenches left on the Property and clean up and restore the Temporary Workspace in a good workmanlike manner consistent with the Grantee's permits;
2. Fully restore all private roads, drainage or irrigation ditches, canals and any other improvements of Grantor, if any, to at least as good as condition as same were prior to Grantee's use of the Temporary Workspace;
3. Fully and promptly restore or replace any fences of Grantor disturbed by the Grantee's use of the Temporary Workspace; and
4. Pay for, or restore, any and all damage to other improvements of Grantor on the Property which arise from Grantee's use of the Temporary Workspace.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**WITNESS:**

**GRANTOR: East Goshen Township**

\_\_\_\_\_  
**Name:**

\_\_\_\_\_  
**Name:**  
**Title:**

**WITNESS:**

**GRANTEE:**  
**ADELPHIA GATEWAY, LLC**

\_\_\_\_\_  
**Name:**

\_\_\_\_\_  
**Name:**  
**Title:**

## CORPORATE ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :  
 : SS.  
COUNTY OF **CHESTER** :

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged him/herself to be the \_\_\_\_\_ of **East Goshen Township**, and that he/she 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 him/herself as such officer.

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

[SEAL]

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**ACKNOWLEDGMENT**

STATE OF NEW JERSEY :  
 : SS.  
COUNTY OF \_\_\_\_\_ :

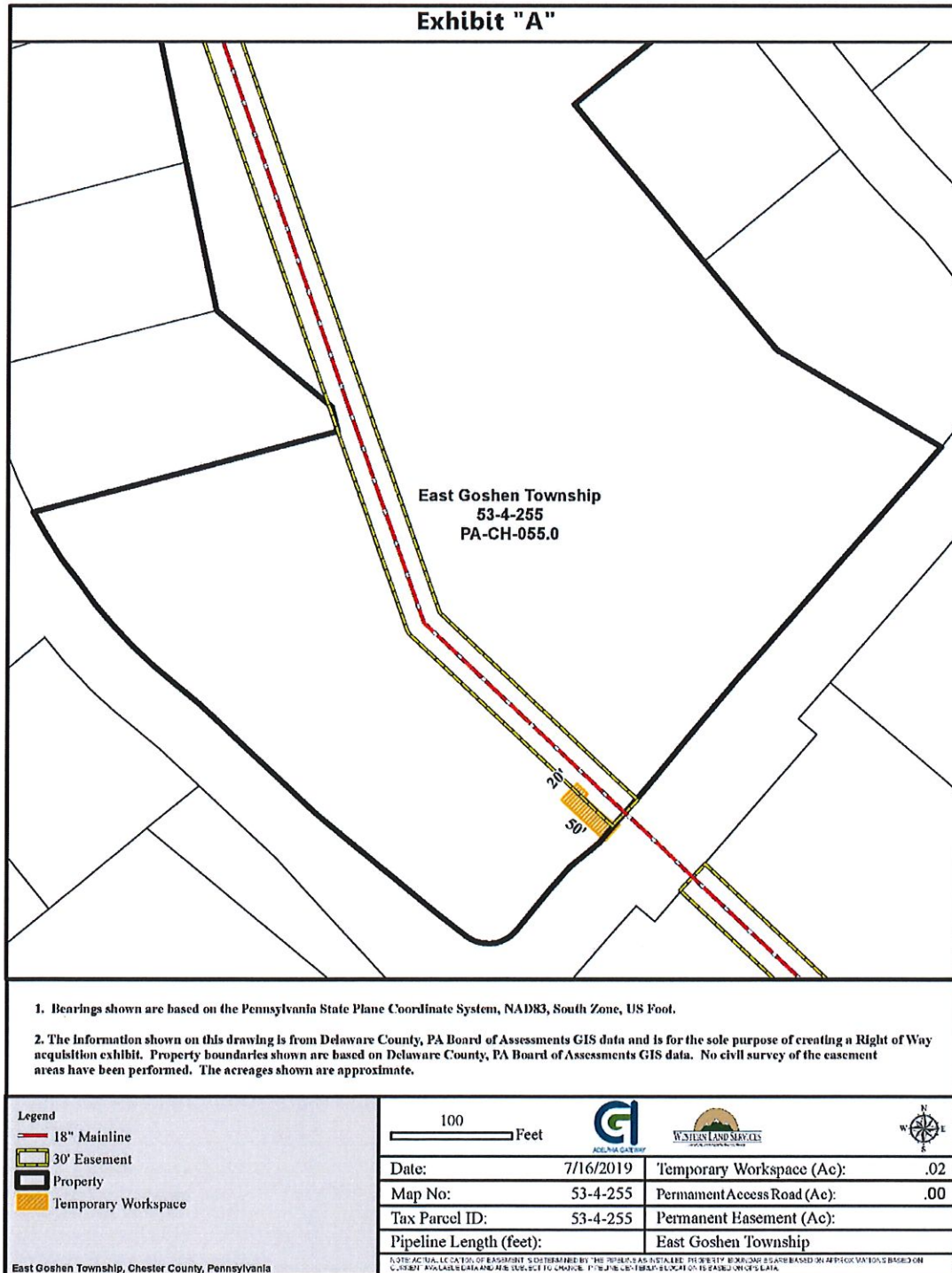
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public in and for the State of New Jersey, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged him/herself to be the \_\_\_\_\_ of **ADELPHIA GATEWAY, LLC**, a Delaware limited liability company, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by him/herself as such officer.

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

\_\_\_\_\_[SEAL]  
Notary Public  
My Commission Expires:

**Exhibit "A"**  
**TEMPORARY WORKSPACE AND ACCESS AGREEMENT**

This Exhibit "A" is attached to and made a part of that certain Temporary Workspace and Access Agreement dated \_\_\_\_\_, 2019 (the "Agreement"), between **East Goshen Township**, (referred to singularly and collectively herein as the "Grantor") and **Adelphia Gateway, LLC**, a Delaware limited liability company (the "Grantee").





### Exhibit "B"

Attached to and made a part of that certain **Temporary Work Space and Access Agreement** dated the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between **East Goshen Township**, Grantor, and **Adelphia Gateway, LLC**, a Delaware corporation, Grantee.

#### Land Description being:

**East Goshen** Township, **Chester** County, Pennsylvania

Lot 72A

Beginning at a point on the easterly right-of-way line of Saratoga Drive (50.00 feet wide), said point being common to Lots 40 and 72A; thence

1. along Lot 40, N 80 degrees 12' 46" E for a distance of 263.46 feet to a point; thence
2. along Lots 40 & 39, N 36 degrees 21' 13" W for a distance of 173.30 feet to a point; thence
3. along Lots 39, 38, 37, 036, 35, 34 and 33, N 9 degrees 47' 14" W for a distance of 815.1 feet to a point; thence
4. along Lots 33, 32 and 31, N 40 degrees 45' 55" W for a distance of 452.19 feet to point common to Lots 31 and 30; thence
5. along Lot 30, N 85 degrees 41' 27" W for a distance of 127.44 feet to a point; thence
6. along Lots 30 and 29, S 49 degrees 14' 5" /w for a distance of 360 feet to a point common to Lot 21; thence
7. along Lots 21 and 20, N 40 degrees 45' 55" W for a distance of 126.37 feet to a point common to lands now or formerly of Bruce Atkins; thence
8. along lands now or formerly of Bruce Atkins and Frank C. Pilsy, N 48 degrees 36' 46" E for a distance of 864.74 feet to a point common to lands now or formerly of James F. Page; thence
9. along lands now or formerly of James F. Page, George F. Finch, Paul E. Losasso, Mark A. Wahn, Charles M. Blackie Jr., and Moine Rowland, S 36 degrees 18' 36" E for a distance of 957.01 feet to a point common to Lot 72; thence
10. along Lot 72, S 53 degrees 41' 24" W for a distance of 200 feet to a point; thence
11. still along Lot 72, S 36 degrees 18' 36" E (radial) for a distance of 180.75 feet to a point on the right-of-way line of Tallmadge Drive (50 feet wide);
12. along the right-of-way line of Tallmadge Drive, along a curve to left having a radius of 50 feet for an arc distance of 78.54 feet to a point of tangency; thence
13. still along the southerly line of Tallmadge Drive, S 36 degrees 18' 36" E a distance of 320.75 to a point common to Lot 71; thence
14. along Lot 71, S 53 degrees 41' 24" W a distance of 150 feet to a point; thence
15. still along Lot 71 and along Lot 70, S 36 degrees 18' 36" E a distance of 265 feet to a point; thence
16. along Lot 70, S 55 degrees 6' 13" E a distance of 164.36 feet to a point in the westerly line of Paoli Pike (60 feet wide) L.S. 143; thence
17. along said westerly line of Paoli Pike, S 43 degrees 27' 56" W a distance of 534.71 feet to a point of curvature; thence
18. along a curve to the right having a radius of 25 feet for an arc distance of 39.27 feet to a point of tangency in the northerly line of Saratoga Drive; thence
19. along said northerly line of Saratoga Drive, N 46 degrees 32' 4" W a distance of 343 feet to a point of curvature; thence
20. still along same, along a curve to the right having a radius of 446.55 feet for an arc distance of 174.12 feet to a point and place of BEGINNING.

**ORDER FOR PAYMENT**  
**AMENDMENT OF RIGHT OF WAY GRANT**

Grantee shall make payment to Grantor, as indicated herein by check within fourteen (14) business days of the execution of the Amendment of Right of Way Grant associated herewith. No default shall be declared for failure to make payment until 10 days after written notice from Grantor of intention to declare such default. The right to receive this payment shall not be assigned, whether as collateral or otherwise.

For collection, the original copy herein must be submitted directly to Grantee at the address below along with an executed original Amendment of Right of Way Grant.

PAYEE (Grantor): EAST GOSHEN TOWNSHIP  
Address: 1580 PAOLI PIKE  
WEST CHESTER, PA 19380  
TELEPHONE: \_\_\_\_\_

The amount of: (\$2,000.00) Two Thousand and 00/100's Dollars

This payment represents full consideration for an Amendment of Right of Way Grant dated \_\_\_\_\_, 2019, covering the following described lands:

COMMONWEALTH OF PENNSYLVANIA

COUNTY: CHESTER

TOWNSHIP: EAST GOSHEN

TAX PARCEL NUMBER(S): 53-4-255

- If Grantor owns less than the full interest in the above described land, then the amount of the Pipeline Easement fee shall be reduced proportionately.

Issued on behalf of Grantee by:

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2019,  
by:

\_\_\_\_\_, Agent  
Western Land Services, Inc

Grantor: **East Goshen Township**

Working on behalf of:

INTERSTATE ENERGY COMPANY LLC  
214 Shoemaker Road  
Pottstown, PA 19464

By: \_\_\_\_\_  
Title:

**FOR OFFICE USE ONLY**

Date Received:

Date Due:

Prospect: \_\_\_\_\_ Deck #: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Date Paid: \_\_\_\_\_ Check #: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tax Parcel No(s): 53-4-255  
Tract ID No(s): PA-CH-055.0

East Goshen Township  
1580 Paoli Pike, West Chester, PA 19380

### COMPENSATION AGREEMENT AND CONSTRUCTION STIPULATIONS

Dear Landowner:

This letter is to confirm our understanding and assurance to you, [East Goshen Township], hereinafter called Grantor, that Adelphia Gateway, LLC, hereinafter called Grantee, agrees as follows:

Concurrently herewith, you are executing Temporary Work Space Agreement, the terms of which are incorporated herein as if set forth in full, affecting your lands in the Municipality of [East Goshen], Chester County, Commonwealth of Pennsylvania. This Agreement and all Exhibits attached hereto, together with the Temporary Work Space Agreement and Exhibits attached thereto, constitute the entire agreement and understanding of Grantor and Grantee with respect to the subject matter of this Temporary Work Space Agreement, and supersedes all offers, negotiations and any other written or verbal statements or agreements.

### COMPENSATION

For and in consideration of the grant of the Temporary Workspace easements, as defined in the Temporary Work Space Agreement, Adelphia Gateway, LLC shall pay to Grantor **Two Thousand and No/100's Dollars (\$2,000.00)** (the "Purchase Price") upon execution of the Temporary Work Space Agreement. The Grantor and the Grantee agree and acknowledge that the Purchase Price is based on a number of factors, including avoidance of litigation costs, considerations of the route of the pipeline(s) and other factors, and the Purchase Price is being paid as a premium based on those and other factors and is not to be considered a statement of the value of the Temporary Work Space.

### Determination of Value:

As shown in Exhibit "A", attached to the Easement Agreement -

Permanent Right of Way Acres: N/A

Temporary Workspace Acres: 0.02

Permanent Access Road Easement Acres: N/A

**Permanent Right of Way**

Calculation: N/A acres x \$N/A per acre = \$N/A

**Temporary Workspace**

Calculation: 0.02 acres x \$NA per acre = \$2,000.00

Purchase Price: \$2,000.00 due and payable to Grantor at the execution of the Easement Agreement.

**Grantor: East Goshen Township**

\_\_\_\_\_  
Name:

Title:

**ADELPHIA GATEWAY, LLC**

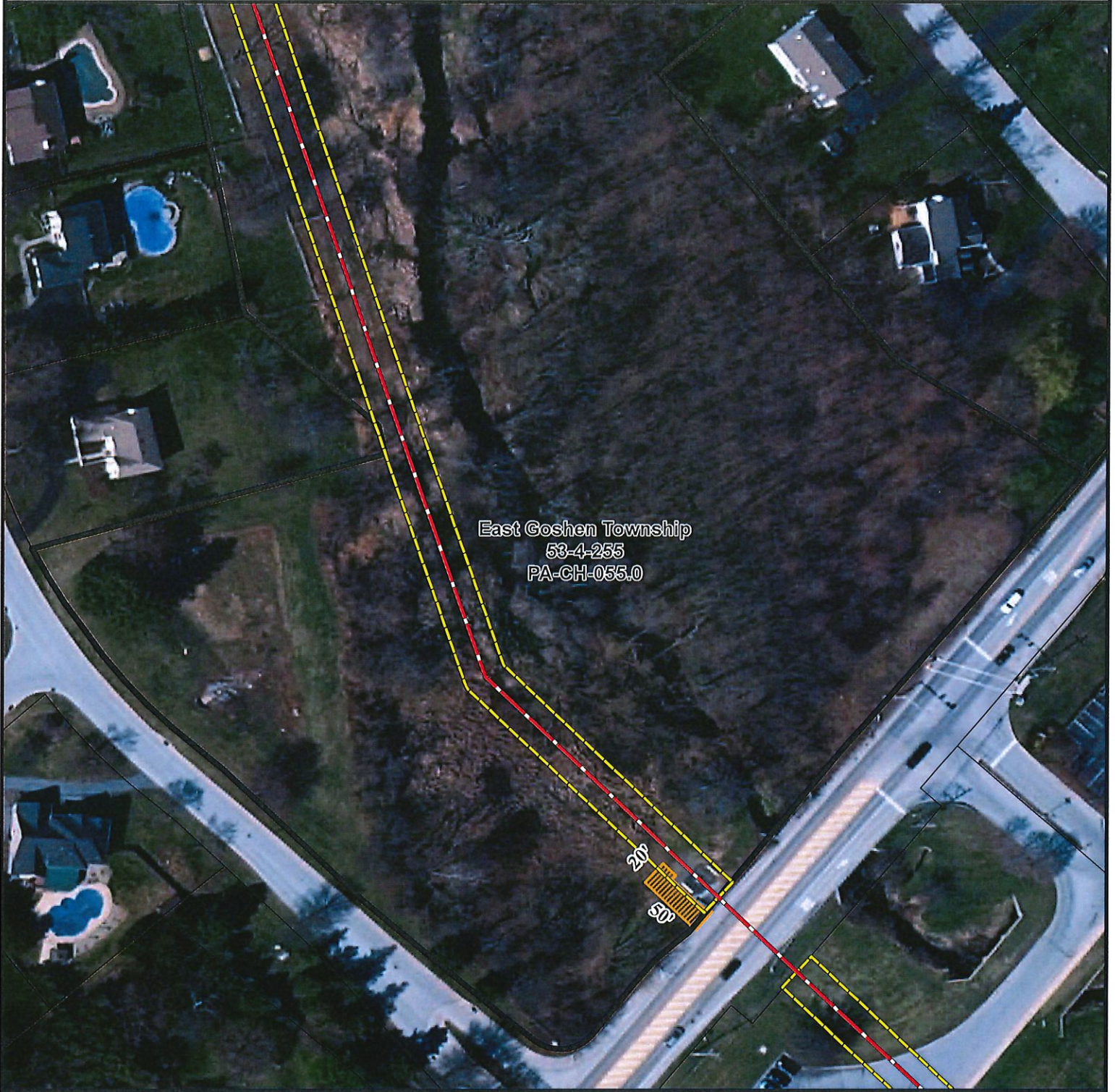
By: \_\_\_\_\_

Name:

Title:



# Exhibit "A"



1. Bearings shown are based on the Pennsylvania State Plane Coordinate System, NAD83, South Zone, US Foot.
2. The information shown on this drawing is from Delaware County, PA Board of Assessments GIS data and is for the sole purpose of creating a Right of Way acquisition exhibit. Property boundaries shown are based on Delaware County, PA Board of Assessments GIS data. No civil survey of the easement areas have been performed. The acreages shown are approximate.

## Legend

- 18" Mainline
- 30' Easement
- Property
- Temporary Workspace

100 Feet



Date:	7/16/2019	Temporary Workspace (Ac):	.02
Map No:	53-4-255	Permanent Access Road (Ac):	.00
Tax Parcel ID:	53-4-255	Permanent Easement (Ac):	
Pipeline Length (feet):	East Goshen Township		

NOTE: ACTUAL LOCATION OF EASEMENT IS DETERMINED BY THE PIPELINE AS INSTALLED. PROPERTY BOUNDARIES ARE BASED ON APPROXIMATIONS BASED ON CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE. PIPELINE CENTERLINE LOCATION IS BASED ON GPS DATA.