

AFTER RECORDING, RETURN TO:

Transcontinental Gas Pipe Line Company, LLC
300 Laird Street, Suite 200
Wilkes Barre, PA 18702
Attn: Frank Stramowski

Line # 10-4007
R/W# EL-PA-MO-0466
Parcel# 20/7/1/17-1
Municipality Tunkhannock Twp.

LICENSE AGREEMENT FOR RIGHT OF WAY

This Agreement is made and entered into on this ____ day of _____, 2021, by and between **BETHLEHEM AUTHORITY**, a municipal corporation with offices at 10 E Church Street, Bethlehem, PA 18018 ("Licensor") and **TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC**, a Delaware limited liability company whose address is 2800 Post Oak Boulevard, Houston, TX 77056-6106, its successors and assigns ("Licensee").

WITNESSETH:

WHEREAS, by an agreement dated February 10, 1958 and recorded in the Office (of the Register and Recorder of Deeds, and/or Clerk's Office, etc.) of Monroe County on in Book/Volume, 240 Page 634 (together with all amendments and supplements, the "Right of Way Agreement" or "Original Agreement"), the Licensor or Licensor's predecessor in title did grant, bargain, sell and convey unto the Licensee, its successors and assigns, rights of way and easements therein more particularly described or referred to for, as applicable by the terms of the Original Agreement, the purpose, among other things, of laying, constructing, maintaining, operating, repairing, altering, replacing, changing the size of and removing a pipeline (with valves, regulators, meters, fittings, appliances, headers, tie-overs, fences, markers and appurtenant facilities) for the transportation of natural gas through a pipeline under, upon, over, through and across those certain lands of Licensor (the "Property") located in Tunkhannock Township, County of Monroe, State or Commonwealth of Pennsylvania and now described as follows:

A certain tract or parcel of land located in Monroe County, containing 149.38 acres, more or less, and being more particularly described in that certain Deed from **Austin T. Blakeslee aka Austin T. Blakeslee, Jr. and Elsie M. Blakeslee, husband and wife, to Bethlehem Authority, a municipal corporation with offices at 6 West Broad Street, Bethlehem, Northampton County, Pennsylvania**, recorded with the Monroe County Recorder of Deeds and/or

Clerk's Office at Deed Book 529, Page 178, of the public records of Monroe County, Commonwealth of Pennsylvania.

Parcel ID # 20/7/1/17-1

WHEREAS, at the request of the Licensee, the Licensor has consented and agreed to grant this License to allow the installation of an additional pipeline in an area adjacent to the Right of Way area in the manner hereinafter set forth.

NOW, THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. In addition to the rights and easement(s) granted in the Original Agreement, Licensor, does hereby grant, bargain, sell, convey, ratify and confirm unto the Licensee, its successors and assigns, an additional and supplemental right of way by Licensor ("License Area") as shown on the attached drawing(s) marked "**Exhibit A**" for the purposes of laying, constructing, maintaining, operating, repairing, altering, replacing, changing the size of, and removing a pipeline (with valves, regulators, meters, headers, fittings, appliances, tie-overs, cathodic protection, fences and appurtenant facilities) for the transportation of natural gas through a pipeline, under, upon, over, through and across the lands of Licensor. Any new Permanent Access Roads, if any, as depicted in attached Exhibit "A" attached hereto and made a part of this agreement, are included within the License Area.
2. During the course of construction of the pipeline, facilities or improvements in the License Area, Licensee shall have the right to enter upon, clear off (including the removal of all trees and vegetation), grade, install temporary fencing, berms, and erosion and sedimentation controls, and use for any other construction activity necessary to construct the pipeline and facilities an additional strip (or strips) of land contiguous to the License Area, such strip (or strips) of land being generally identified on the attached "Exhibit A" as "Temporary Work Space" and "Additional Temporary Work Space" (collectively described as "Temporary Licenses.") The Temporary Licenses shall expire twelve months after the start of construction under this Agreement.
3. This Agreement shall remain in force for a primary term of **twenty-five (25)** years from the date first written above, subject to the conditions hereinafter set forth.
4. After the expiration of its primary term, this Agreement shall automatically continue and renew in full force for additional successive terms of **twenty-five (25)** years (the "Renewal Terms") so long as Licensee is, in the opinion of the Licensor, not in default of the material terms of this Agreement, and provided Licensee provides notice at least one hundred eighty (180) days prior to the end of the primary term and any extended term.
5. In consideration of the grant of the license, Licensee shall pay Licensor for the primary term the sum identified in the Purchase and Construction Agreement dated even date

herewith, which is incorporated by reference and made part of this Agreement; and shall pay Licensor the sum identified in the Purchase and Construction Agreement the sum identified for each of the Renewal Terms.

6. Licensor acknowledges that:

(a) If Licensee encounters conditions in the License Areas that cause the area to fill with water and will impede construction of the pipeline and/or appurtenant facilities, Licensee may install de-watering systems with Best Management Practices ("BMPs") approved by the Pennsylvania Department of Environmental Protection ("PADEP") which BMPs will be reviewed and approved by the Licensor's Engineer during the permitting process, which shall constitute prior written consent of Licensor. Licensee shall seek written consent from Licensor's Engineer for installation of BMPs in specific locations if there is at least 24 hours to seek such consent before the BMPs will be installed, but if there are emergency conditions requiring installation of the BMPs in less than 24 hours, Licensee shall give notice of the installation of the BMPs and their location. The purpose of the temporary de-watering systems is to protect the Property by not allowing any uncontrolled release of water from the trench or construction areas, and the temporary de-watering systems, with associated equipment and temporary berms, shall be permitted upon the Property that lies appurtenant or adjacent to the Temporary Licenses. Said equipment will remove excess surface or subsurface water from the Easement Areas by carrying the surface or subsurface water across the Property to a location where the water can be discharged, all as allowed by BMPs approved by the PADEP permits. Licensee shall be responsible for restoring all areas affected by or used in accordance with the installation of the de-watering system to a condition as near as reasonably possible to their prior condition.

(b) Licensee shall have the right, with the prior noticewritten consent of Licensor, which shall be given during the permitting process at PADEP and shall not be unreasonably withheld, to construct and maintain within and upon the Temporary Licenses mitigation measures required to satisfy environmental permit requirements, including but not limited to, permanent berms, ditches, slopes, cuts, and fills. In the event of erosion or other environmental conditions that occur outside of the Temporary Easements or License Area, Licensee will have the right to access and restore the affected Property in accordance with best management practices.

(c) Licensee acknowledges and confirms that all Temporary Erosion and Sedimentation Control BMPs and Permanent Post Construction BMPs shall be installed and maintained in accordance with Chapter 102 and Chapter 105 PA DEP. Erosion and Sediment Control Permit for Discharges of Stormwater Associated with Construction Activities which is reviewed and approved by the Pennsylvania Department of Environmental Protection and the Monroe County Conservation District and that all plans and permits for the approval be provided to the Licensor within thirty (30) days of the approval.

7. During the term of the License, Licensee shall have, with respect to the pipeline, facilities and appurtenances in the License Area, all other rights and benefits necessary or convenient for the full enjoyment or use of the rights granted herein or in the Right of Way Agreement including, but without limiting same to, the free and full right of ingress and egress over and across the property of Licensor. Licensee shall have with respect to the License Area the right, with ~~the prior notice~~the prior written consent of Licensor, from time to time to clear and entirely remove everything, including trees and buildings, and also from time to time the right to trim, cut or remove trees adjacent to the License Area that may, in the judgment of Licensee, interfere with or endanger the aforesaid facilities, without liability for damages naturally resulting from the proper exercise of the rights granted herein. In addition:

(a) Following construction of the pipeline, facilities or improvements, Licensee, its agents, employees and contractors, shall have the right to enter the License Area, at all times and as needed, to perform any and all restoration activities in connection with the construction of the pipeline, facilities or improvements, or in accordance with any federal, state or local restoration requirements, including but not limited to, any requirements set forth by the Federal Energy Regulatory Commission.

(b) Following construction of the pipeline, facilities or improvements and upon ~~the prior written consent of Licensor, such consent not to be unreasonably withheld or conditioned,~~ Licensee, its agents, employees and contractors, shall have the right to enter the ~~Property~~Property from time to time to conduct certain investigations and inspections in the immediate area adjacent to Licensee's permanent rights of way and easements as granted under the Original Agreement and the License Area (collectively the "Right of Way"), including but not limited to, civil surveys, topographical surveys, archeological and cultural resources surveys, biological surveys, environmental surveys, or any other inspections that may be required by any federal, state or local governmental agency. Licensee shall restore or repair the Property, as nearly as practicable and permissible, to its condition prior to the commencement of the survey work.

(c) Licensee acknowledges and confirms that the existing right of way granted under the Original Agreement does not cross any water courses and wetlands.

(d) Licensee acknowledges and confirms that plans were submitted to the Pennsylvania Department of Environmental Protection and Monroe County Conservation District for review and approval as part of the proposed pipeline Erosion and Sediment Control Permit for Discharges of Stormwater Associated with Construction Activities Permit Application and copies of those plans, permits and approval will be provided to Licensor within thirty (30) days of approval.

8. Licensor acknowledges that it has conveyed to Licensee the irrevocable right to conduct within the License Area all activities necessary to construct, maintain and operate its pipeline, and/or appurtenant facilities and/or above ground facilities (the "Work") including but not limited to all required surveys, tree clearing, construction, restoration and maintenance activities and other activities required by the Natural Gas Act ("NGA"),

15 U.S.C. §717, et seq., and the Pipeline Safety Act ("PSA"), 49 U.S.C. §60101, et seq., all applicable orders thereunder, and the regulations thereunder, as amended from time to time, provided however, that Licensee has received Licensor's prior written consent for any tree clearing activities and any activities that occur outside the License Area on the Property.

(a) Licensor acknowledges that it will cooperate with the Work and any and all reasonable requests made by Licensee related to the Work. Licensor shall not interfere with the Work. Licensor acknowledges that any interference or attempted interference with the Work (including but not limited to occupation by Licensor of the License Area or the Temporary Licenses during the Work, including the flying of drones or other aircraft which could interfere with the Work), is a breach of this Agreement, for which Licensee may seek injunctive relief to enjoin interference or attempted interference with the Work from any court of competent jurisdiction, together with costs including reasonable attorney's fees, and damages, including the costs of delay of construction and move around costs incurred by Licensee, but Licensor shall not be liable for costs or delays occasioned by unrelated third parties trespassing on the License Area. Licensor shall cooperate with any investigation by local, state or federal law enforcement agencies of any alleged breach of this provision of the Agreement.

9. Licensee agrees to bury the pipeline so that the pipeline will not interfere with the cultivation of crops (not trees) on the License Area.

10. Licensee, by the acceptance hereof, covenants and agrees:

(a) Except for the damages caused by the construction of the pipeline, facilities or improvements authorized hereunder within the License Area, Licensee will reimburse the Licensor for any loss or damage to property which Licensor may suffer as a consequence of the laying, constructing, altering, repairing, removing, changing the size of, or replacing the pipeline, facilities or improvements, in the exercise of its rights granted, except that neither the Licensor nor any person or firms holding under the Licensor shall assert any claims for severance or consequential damages.

(b) Licensee will indemnify, defend and save harmless Licensor from any claims or suits which may be asserted against Licensor arising out of any acts of Licensee, its agents or employees, in its exercise of the rights herein granted, except to the extent and in proportion that such claims or suits are attributable, in whole or in part, to the fault, failure or gross negligence of Licensor.

11. Licensor acknowledges that part of the consideration herein paid includes payment in full for any damages caused, or to be caused, by the construction of the pipeline, facilities or improvements hereunder within the License Area.

12. As a condition precedent to this transaction, Licensor hereby warrants and represents that Licensor is the sole owner of any and all oil, gas and mineral rights associated with the Property, and that such rights have not been previously transferred or severed.

13. Licensor acknowledges that the sum paid to Licensor under this Agreement includes the agreed upon compensation for the permission granted by Licensor for activities to be performed in the License Area upon, over, under, through and across any rights or interest that the Licensor may hold in any road, stream, creek, waterbody or waterway in the License Area, together with any rights or interest that the Licensor may hold in any public road adjacent to the Property and crossed by the pipeline.
14. Without Licensee's prior written consent the Licensor shall not, and shall not permit any other person to: (i) build any permanent structures on the License Area or any part thereof, (ii) change the grade of the License Area, or any part thereof, (iii) plant trees within the License Area, or any part thereof, (iv) pave the License Area or any part thereof, (v) use the License Area or any part thereof in such a way as to interfere with Licensee's immediate and unimpeded access to said License Area, or (vi) otherwise interfere with Licensee's lawful exercise of any of the rights herein granted; and Licensor will not permit others to do any of said acts without first having obtained Licensee's approval in writing. No forbearance by Licensee to cut and remove any trees, undergrowth or other obstructions from within the License Area or to exercise any other right provided by Licensee hereunder for any period of time shall constitute a waiver of such right or limit Licensee's ability to exercise such right as it may find convenient.
15. This Agreement and any and all rights of Licensee hereunder shall be freely assignable by Licensee, in whole or in part, without the consent or approval of Licensor, [but with prior written notice to Licensor](#), and, if assigned by Licensee, any and all acts performable by Licensee hereunder may be performed by its assignee. Any assignment by Licensee, and its successors or assigns, of all of its or their respective rights hereunder shall completely relieve the assignor of any further duties, liabilities or obligations hereunder that accrue or arise from and after the effective date of such assignment, but not before.
16. It is further agreed that the several terms, covenants, conditions and agreements herein contained shall in every case be binding upon and inure to the benefit of the respective parties hereto, their respective heirs, executors, successors and assigns, with the same force and effect as if specifically mentioned in each instance where a party is named.
17. It is further agreed that if any term of this agreement is found to be void or invalid, such provision shall be fully severable here from and such invalidity shall not affect the remaining terms of this agreement, which shall continue in full force and effect, and this agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provision shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of Licensor and Licensee as expressed herein.
18. All of the terms of the Original Agreement remain in full force and effect.
19. Any notices required or permitted to be given under this Agreement shall be given in writing and shall be delivered (a) in person or (b) by a commercial overnight courier that

guarantees next day delivery and provides a receipt and such notices, shall be addressed as follows:

If to Licensor:

Bethlehem Authority
10 E. Church Street
Bethlehem, PA 18018
Attn: Stephen Repasch, Executive Director

Formatted: Not Highlight

With a copy to:

James L. Broughal, Esquire
Broughal & DeVito, L.L.P.
38 West Market Street
Bethlehem, PA 18018

If to Licensee:

Transcontinental Gas Pipe Line Company, LLC
2800 Post Oak Boulevard
Houston, TX 77056-6106
Attn: Land Supervisor

With a required copy to:

Elizabeth U. Witmer Esq,
Saul Ewing Arnstein & Lehr LLP
1200 Liberty Ridge Drive Suite 200
Wayne, PA 19087
Email: elizabeth.witmer@saul.com

or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon receipt (or refusal by the intended recipient to accept delivery).

20. Miscellaneous Covenants. (a) This Agreement and all Exhibits attached hereto and the unrecorded PCA constitute the entire agreement and understanding of Licensor and Licensee, with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or verbal statements or agreements; (b) any amendments to this Agreement must be in writing and executed by both parties; (c) this Agreement is governed by the laws of the Commonwealth of Pennsylvania; (d) if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall

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be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provision shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of Licensor and Licensee as expressed herein; (e) the paragraph headings of this Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict the terms of this Agreement; (f) Licensor acknowledges that Licensee has not provided any legal or tax advice to Licensor in connection with the execution of this instrument; and (g) this Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

21. This Agreement (with all exhibits), and a Purchase and Construction Agreement executed together with this Agreement, cover all the agreements between the parties with respect to the subject matter and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms thereof.

TO HAVE AND TO HOLD said rights of way and easements unto said Licensee, its successors and assigns, until the pipeline is constructed and so long thereafter as a pipeline or appurtenant facility is maintained thereon; and the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant title to said License Area and forever defend all and singular said premises unto the Licensee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement as of the day and year first above written

LICENSOR: _____

By: _____

Name: _____

Title: _____

LICENSEE: _____

By: _____

Name: _____

Title: _____

