

LICENSE AGREEMENT (Commercial)

DEP File No. E40-769

THIS AGREEMENT made this 3<sup>rd</sup> day of, May, 2017, between the Commonwealth of Pennsylvania Department of Environmental Protection, hereinafter referred to as "Department", and

- A. \_\_\_\_\_, a corporation  
incorporated under the laws of the State of \_\_\_\_\_;  
or
- B. \_\_\_\_\_, a partnership;  
or
- C. \_\_\_\_\_, an individual;  
or
- D. Transcontinental Gas Pipe Line Company, LLC (Transco), (other);

with its principal place of business at 2800 Post Oak Boulevard, Houston, Texas 77056-6127, 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 No.1 Huntington Creek (Stream) in Ross Township (Municipality) and No.2 Harveys Creek (Stream) in Lake Township (Municipality), in Luzerne County, Pennsylvania;

WHEREAS, Licensee's business on said riparian land 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 two (2) separate natural gas pipeline crossings: No. 1 Huntington Creek and No. 2 Harveys Creek and other necessary encroachments and obstructions associated with its business, in accordance with the approved plans and specifications contained in Permit Application No. E40-769 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. E40-769 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 & 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.

Two (2) Crossings in Luzerne County

Crossing #1- Huntington Creek (41° 18' 45.79", -76° 8' 17.16") Facilities Area A: 0.1 acres Fee: \$750.00

Crossing #2- Harveys Creek (41° 19' 33.89", -76° 4' 14.88") Facilities Area B: 0.1 acres Fee: \$750.00

Total for (2) crossings \$1,500.00

B. To occupy for the mooring of vessels at Licensee's facilities, within premises, referred to herein as the "Mooring Area", occupying approximately N/A 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:

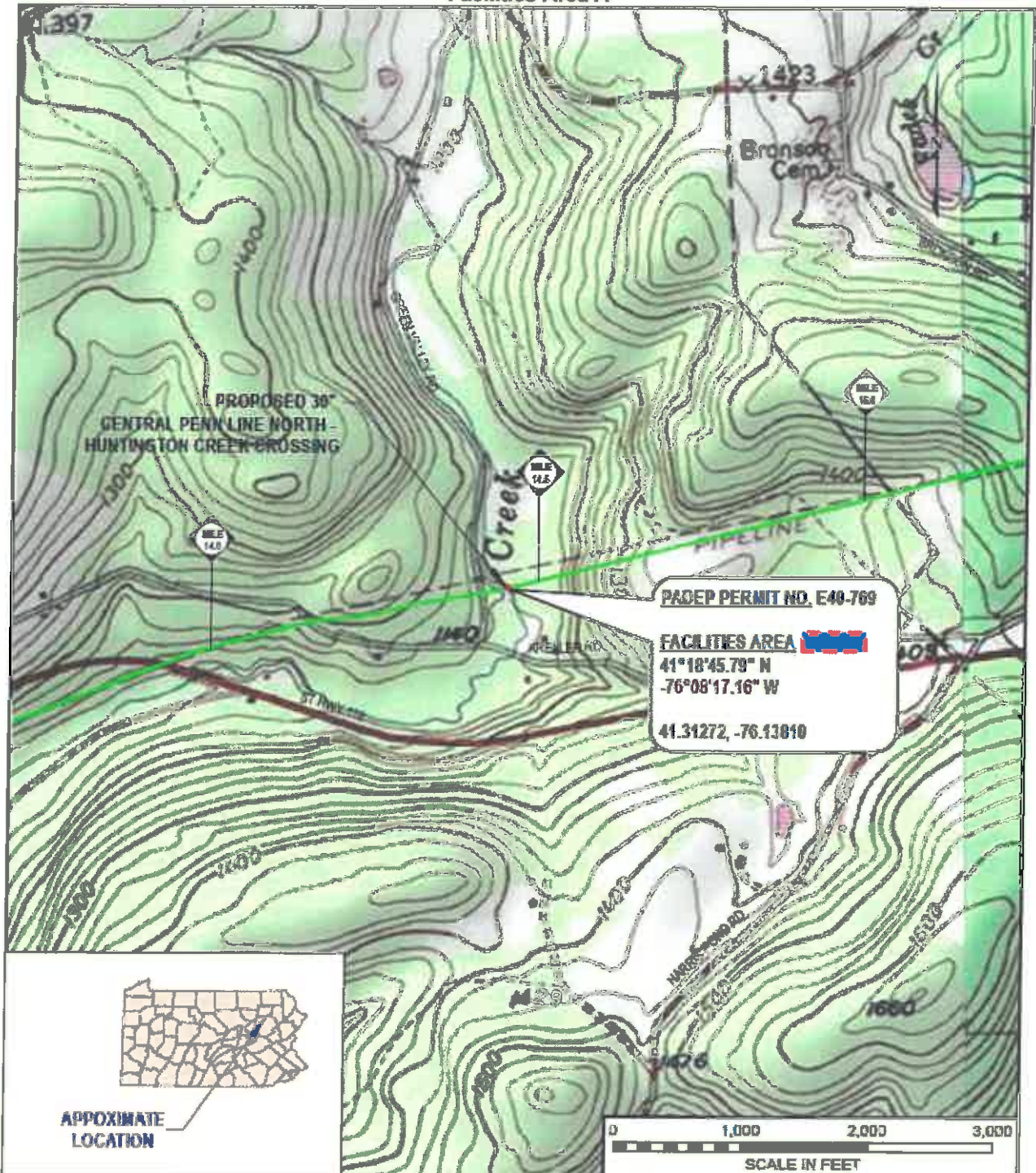
1. The current schedule of annual fees for Licensed Premises is as follows:
  - a. An annual fee of one hundred fifty (\$150.00) per tenth of an acre for premises licensed as "Facilities Area", and thirty dollars (\$30.00) per tenth of an acre for premises licensed as "Mooring Area", with a minimum annual fee for Licensed Premises of seven hundred fifty dollars (\$750.00).

Therefore, Licensee, upon the execution of this Agreement, shall pay to the Commonwealth the sum of **one thousand five hundred dollars (\$1,500.00)**. 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 **one thousand five hundred dollars (\$1,500.00)** by the first day of **June, 2018**, and so on by each succeeding first day of **June**. 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.




**Transcontinental Gas Pipe Line Company, LLC**  
**E40-769 Pipeline Crossing under Huntington Creek, Ross Township, Luzerne County**  
**Facilities Area A**

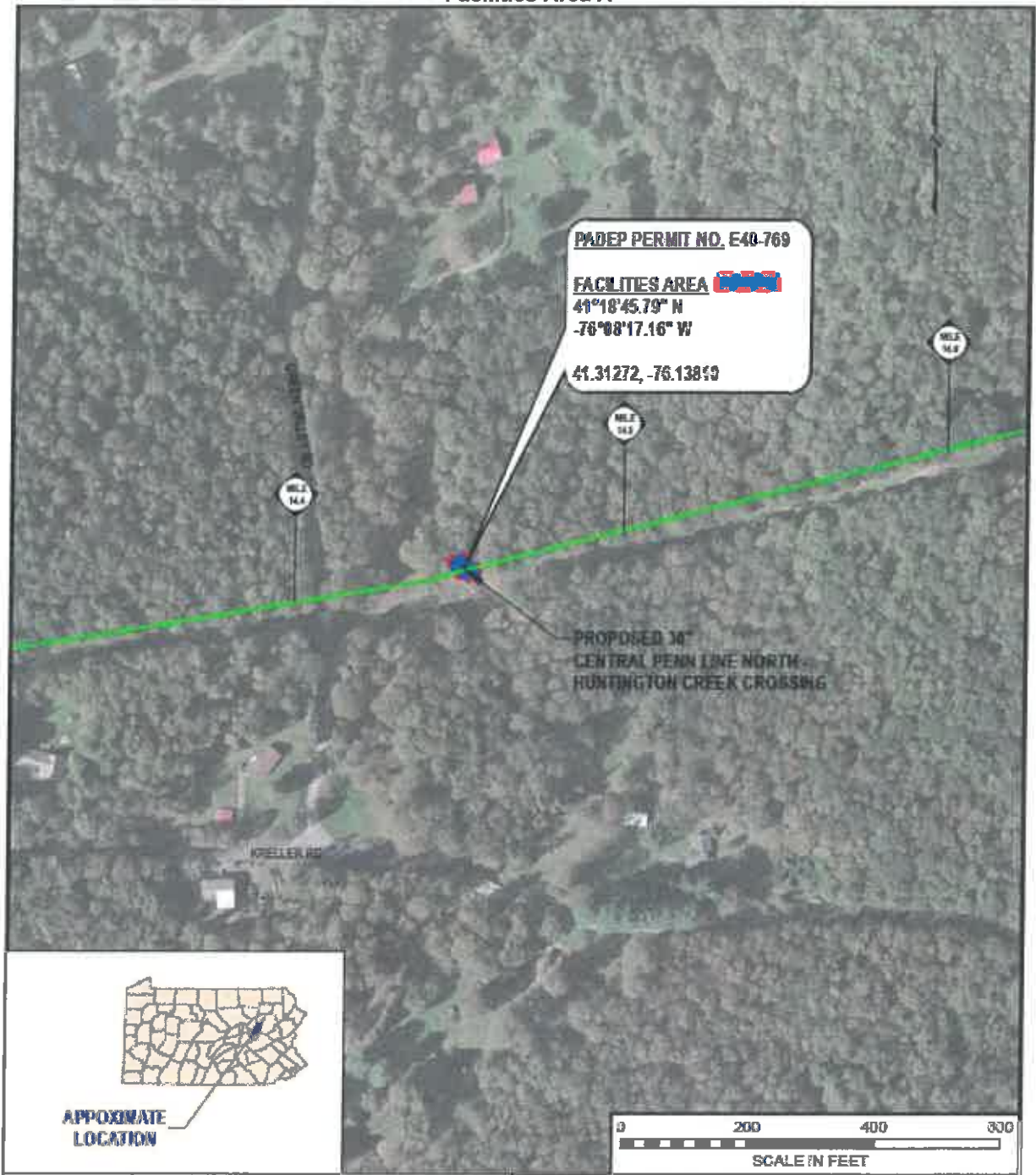



**APPROXIMATE LOCATION**



DRAWING NO.		REFERENCE TITLE		<b>TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC</b> <b>ATLANTIC SUNRISE PROJECT</b> <b>PROPOSED 30" CENTRAL PENN LINE NORTH</b> <b>HUNTINGTON CREEK PIPELINE CROSSING</b> <b>FIGURE 1-01 - TOPOGRAPHIC LOCATION MAP</b> <b>ROSS TWP, LUZERNE COUNTY, PENNSYLVANIA</b>								
		DPO 7.8 MM 24WD MAP 4107542 (S80°T VALLEY PK)										
NO	DATE	BY	REVISION/DESCRIPTION	NO.	CHK.	APP.	DRAWN BY	JTB	DATE	08/28/18	SCALE FOR BID	SCALE: 1" = 300'
A	08/28/18	JTB	ISSUED FOR REVIEW	1111883	JEB	MBN	CHECKED BY	JEB	DATE	08/28/18	SCALE FOR CONSTRUCTION	REVISION: A
							APPROVED BY	MBN	DATE	08/28/18	DRAWING NUMBER	24-1600-70-09-A/SLLA_Fig1-01
							NO.	131921				

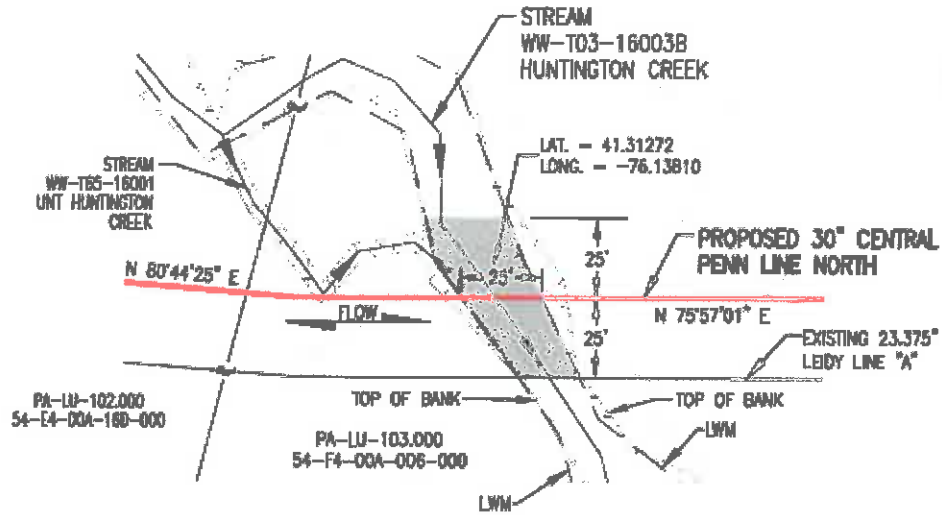
**Transcontinental Gas Pipe Line Company, LLC**  
**E40-769 Pipeline Crossing under Huntington Creek, Ross Township, Luzerne County**  
**Facilities Area A**



DRAWING NO.		REFERENCE TITLE		TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC ATLANTIC SUNRISE PROJECT PROPOSED 30" CENTRAL PENN LINE NORTH HUNTINGTON CREEK PIPELINE CROSSING FIGURE 1-42 - AERIAL LOCATION MAP ROSS TWP'S, LUZERNE COUNTY, PENNSYLVANIA							
		ORG 7.5 MIN QUAD MAP 41075C2 (SWIFT VALLEY PA)									
NO.	DATE	BY	REVISION DESCRIPTION	INS. NO.	CHK.	APP.	DRAWN BY	DATE	ISSUED FOR	SCALE	
A	08/20/18	JTN	ISSUED FOR REVIEW	1181003	ACM	BLM				1" = 200'	
							CHECKED BY	DATE	ISSUED FOR	SCALE FOR CONSTRUCTION	
							APPROVED BY	DATE	ISSUED FOR	DRAWING NUMBER	
							REV	08/16/18		24-1690-70-09-A/S/LA_Fig1-02	

**E40-769**

**Transcontinental Gas Pipe Line Company, LLC**  
**E40-769 Pipeline Crossing under Huntington Creek, Ross Township, Luzerne County**  
**Facilities Area A**



STREAM DIMENSION	FT.
PADEP PERMIT NO. E40-769	
STREAM LENGTH (LWM TO LWM)	25 LF.
STREAM WIDTH (RIGHT-OF-WAY)	50 LF.
SQ. FT.	1,234
ACRES	0.03

**LEGEND**

- PROPOSED 30" CENTRAL PENN LINE NORTH
- PROPOSED C/PLS R/W
- PROPERTY LINE
- STREAM FLOW
- TOP OF BANK
- LOW WATER MARK (LWM)
- FACILITIES AREA

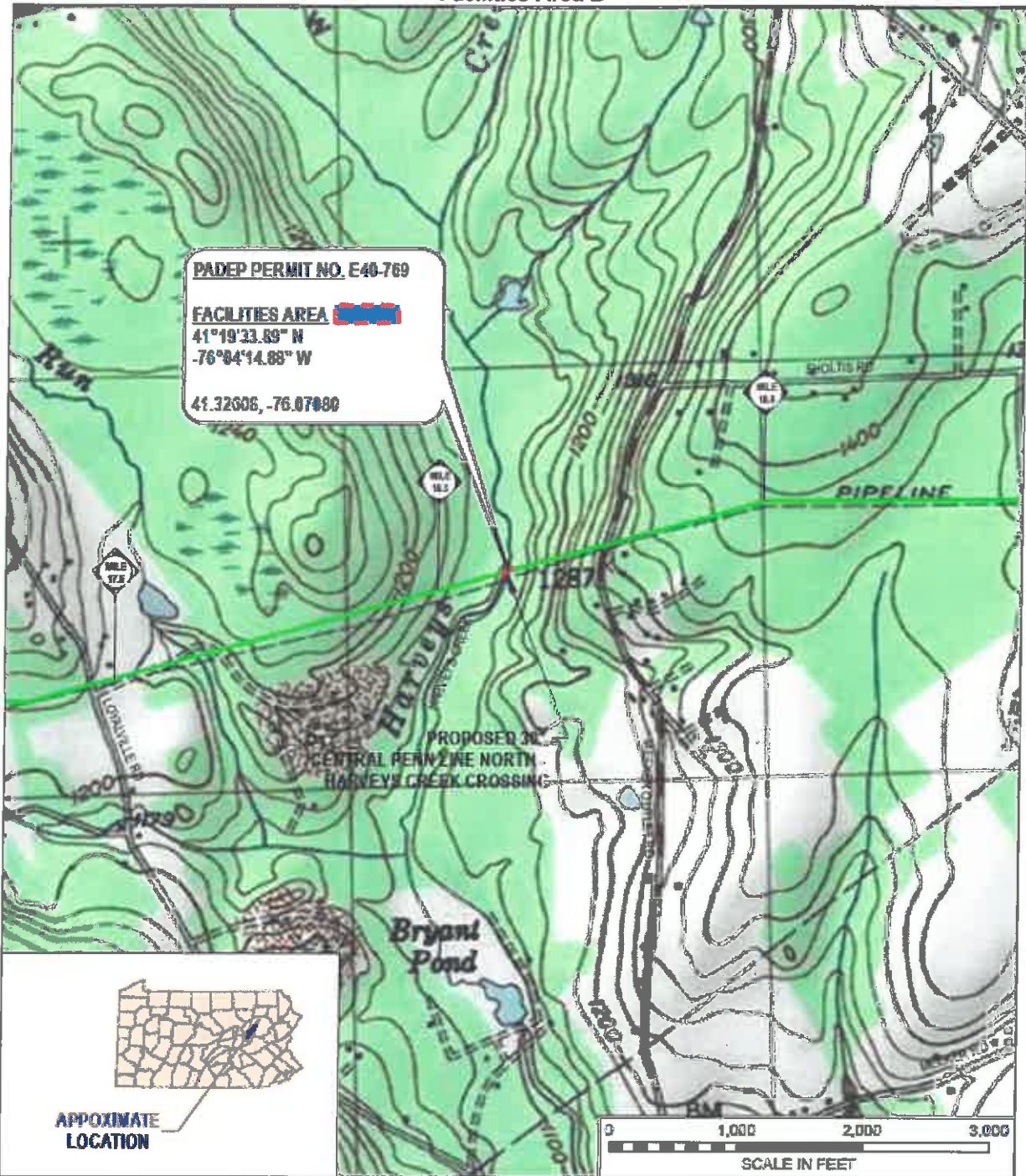


**TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC**  
**ATLANTIC SUNRISE PROJECT**  
**PROPOSED 30" CENTRAL PENN LINE NORTH**  
**HUNTINGTON CREEK PIPELINE CROSSING**  
**FIGURE 2 - FACILITIES AREA DRAWING - UTILITIES**  
**ROSS TOWNSHIP,**  
**LUZERNE COUNTY, PENNSYLVANIA**



NO.	DATE	BY	REVISION DESCRIPTION	P.O. NO.	CHK.	APP.	DRAWN BY	NP	DATE	ISSUED FOR	SCALE	
A	11/04/16	NP	ISSUED FOR REVIEW	1161481	JM	MJH	CHECKED BY	JM	DATE	10/21/16	ISSUED FOR CONSTRUCTION	SCALE 1" = 50'
B	02/13/17	DLK	ISSUED FOR REVIEW	1161481	JM	MJH	APPROVED BY	MJH	DATE	10/21/16	DRAWING NUMBER	SHEET 1 OF 1
							NO.	1161481			DRAWING NUMBER	24-1601-70-27-A/14.45-01

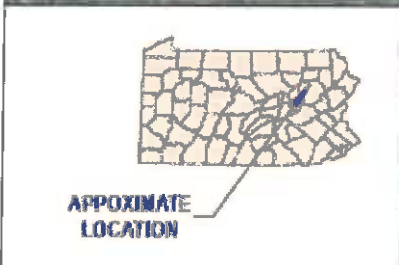
**Transcontinental Gas Pipe Line Company, LLC**  
**E40-769 Pipeline Crossing under Harveys Creek, Lake Township, Luzerne County**  
**Facilities Area B**




DRAWING NO.		REFERENCE TITLE			<b>TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC</b> <b>ATLANTIC SUNRISE PROJECT</b> <b>PROPOSED 30" CENTRAL PENN LINE NORTH</b> <b>HARVEYS CREEK PIPELINE CROSSING</b> <b>FIGURE 1-01 - TOPOGRAPHIC LOCATION MAP</b> <b>LAKE TWP., LUZERNE COUNTY, PENNSYLVANIA</b>						
		DPC 7.5 MIN. QUAD MAP 41076-C1 (HARVEYS LAKE, TN)									
NO.	DATE	BY	REVISION DESCRIPTION	REV. NO.	CHK.	APP.	DRAWN BY:	DATE:	SCALE FOR SET:	SCALE: 1" = 200'	
A	08/26/16	JTN	ISSUED FOR REVIEW	1/1/003	JES	BLN	CHECKED BY: JES	DATE: 08/26/16	SCALE FOR CONSTRUCTION	REVISION: 1	
							APPROVED BY: BLN	DATE: 08/26/16	DRAWING NUMBER: 24-1600-70-89-A/SLLA_Fig1-01		
							NO: 000001				



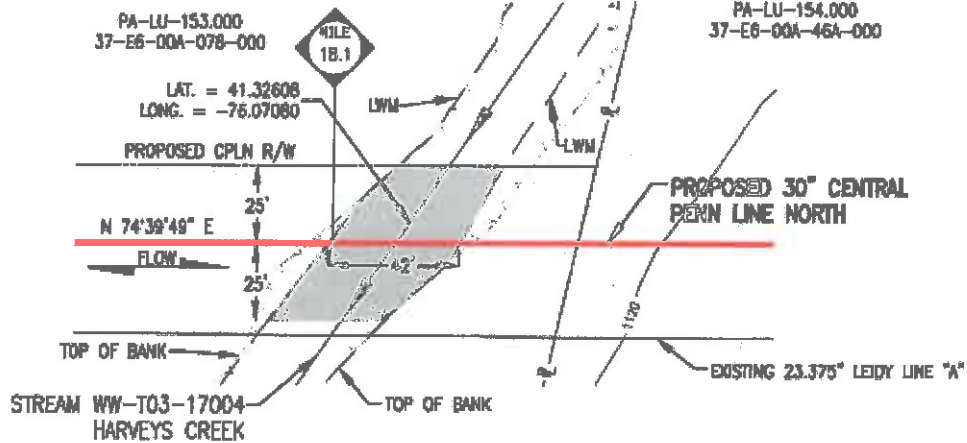
**Transcontinental Gas Pipe Line Company, LLC**  
**E40-769 Pipeline Crossing under Harveys Creek, Lake Township, Luzerne County**  
**Facilities Area B**



DRAWING NO.		REFERENCE TITLE		TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC ATLANTIC SUNRISE PROJECT PROPOSED 36" CENTRAL PENN LINE NORTH HARVEYS CREEK PIPELINE CROSSING FIGURE 1-02 - AERIAL LOCATION MAP LAKE TWPB, LUZERNE COUNTY, PENNSYLVANIA							
		DRS 7.5 MIN. QUAD MAP 41078-C1 (HARVEYS LAKE, PA)									
NO.	DATE	BY	REVISION/DESCRIPTION	ECO. NO.	CH.	APP.	DRAWN BY:	DATE:	SCALE FOR DES.	SCALE	
A	08/08/16	JFM	ISSUED FOR REVIEW	1581803	2E1W	BLDN	CHECKED BY: JFM	DATE: 08/26/16	SCALE FOR CONSTRUCTION	REVISION: A	
							APPROVED BY: BLDN	DATE: 08/26/16	DRAWING NUMBER: 24-1600-70-03-A/SLLA_Fig1-02		
							WC: 3151951	SCALE: 1"=200'			

**E40-769**

**Transcontinental Gas Pipeline Company, LLC**  
**E40-769 Pipeline Crossing under Harveys Creek, Lake Township, Luzerne County**  
**Facilities Area B**



STREAM ENCROACHMENT	FACILITIES AREA
PADEP PERMIT NO. E40-769	
STREAM LENGTH (LWM TO LWM)	42 LF.
STREAM WIDTH (RIGHT-OF-WAY)	50 LF.
SQ. FT.	1,996
ACRES	0.05

**LEGEND**

- PROPOSED 30" CENTRAL PENN LINE NORTH
- PROPOSED CPLN R/W
- PROPERTY LINE
- STREAM FLOW
- TOP OF BANK
- LOW WATER MARK (LWM)
- FACILITIES AREA



**TRANSCONTINENTAL GAS PIPE LINE COMPANY LLC**  
**ATLANTIC SUNRISE PROJECT**  
**PROPOSED 30" CENTRAL PENN LINE NORTH**  
**HARVEYS CREEK PIPELINE CROSSING**  
**FIGURE 2 - FACILITIES AREA DRAWING - UTILITIES**  
**LAKE TOWNSHIP,**  
**LUZERNE COUNTY, PENNSYLVANIA**



NO.	DATE	BY	REVISION DESCRIPTION	D.S. NO.	CHK.	APP.	DRAWN BY	NP	DATE	ISSUED FOR:	SCALE		
A	11/04/16	CR	ISSUED FOR REVIEW	1161481	JM	MJH	CHECKED BY	JM	DATE	10/21/16	ISSUED FOR CONSTRUCTION	SCALE 1" = 50'	
B	03/28/17	TL	ISSUED FOR REVIEW	1161481	JM	MJH	APPROVED BY	MJH	DATE	10/21/16	DRAWING NUMBER	REVISION B	
							NO.	1161481	DATE		10/21/16	DRAWING NUMBER	24-1601-70-27-A/18.10-01 SHEET 1
							NO.	1161481	DATE		10/21/16	DRAWING NUMBER	24-1601-70-27-A/18.10-01 SHEET 1

**E40-769**

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 **June**, 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 **June**, 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:

Chas J. Hurd

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

By Kenneth A. Moran

CHIEF  
DIVISION OF WETLANDS, ENCROACHMENTS  
AND TRAINING  
BUREAU OF WATERWAYS ENGINEERING  
AND WETLANDS

Transcontinental Gas Pipe Line Company, LLC  
Licensee's Business Name

(When Licensee is a corporation):

ATTEST:

\_\_\_\_\_  
(Signature) Secretary/Treasurer

By \_\_\_\_\_  
(Signature) President/Vice-President

\_\_\_\_\_  
(Print Name & Title) Secretary/Treasurer

By \_\_\_\_\_  
(Print Name & Title) President/Vice-President

(Corporate Seal)

(When a Licensee is an LLC):

Helen Dworsky  
(Signature) Witness

By [Signature]  
(Signature) Member/Manager

HELEN DWORSKY, EXEC ASST.  
(Print Name & Title) Witness

By Rory Miller, SVP  
(Print Name & Title) Member/Manager

Transcontinental Gas Pipe Line Company, LLC  
Licensee's Business Name

(When Licensee is a partnership):

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Print Name & Title)      Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Print Name & Title)      Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Print Name & Title)      Witness

By \_\_\_\_\_  
Partner's Signature

By \_\_\_\_\_  
(Print Name & Title)      Partner's Name

By \_\_\_\_\_  
Partner's Signature

By \_\_\_\_\_  
(Print Name & Title)      Partner's Name

By \_\_\_\_\_  
Partner's Signature

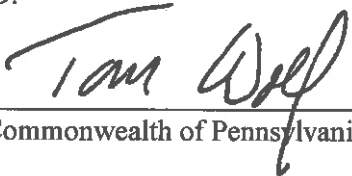
By \_\_\_\_\_  
(Print Name & Title)      Partner's Name

(When Licensee is an individual):

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
Licensee's Signature

APPROVED:

By   
Governor, Commonwealth of Pennsylvania

Approved as to legality and form:

\_\_\_\_\_  
Pre-approved  
Office of Attorney General



\_\_\_\_\_  
Chief/Assistant Counsel  
Department of Environmental Protection