



Sunoco Logistics

Sunoco Pipeline L.P.
Eastern Area Headquarters
525 Fritztown Road
Sinking Spring, PA 19608

February 19, 2013

Clayton W. Griffith
120 Clayton Drive
Houston, PA 15342

RE: Mariner East – HSTN-DELM/ID# 12120
Offer to Acquire Easements
Tract #: PA-WA-0024.00000 Washington County- 2.0 acres of land more or less, being known as Parcel and Tax Map Number 170-016-00-00-0009-00, Chartiers Township, Washington County, Pennsylvania.

Dear Mr. Griffith,

Sunoco Pipeline L.P. ("Sunoco") is in the process of locating and constructing a pipeline route (the "Route"), along with appurtenant facilities that may be necessary and useful to support the pipeline(s). In order to complete the installation of the Route, Sunoco must acquire certain easements which are located on a portion of your property, situated in Washington County, (the "Property"). I have enclosed a proposed Permanent Easement Agreement, which outlines the terms and conditions of the agreement and includes a description of the necessary easements (the "Easement").

Sunoco is offering a one-time payment in the amount of Three Thousand, Eight Hundred, Four Dollars and 00 Cents (\$3,804.00) as full monetary compensation for the Easement and reasonably anticipated damages during the initial construction and installation of the Pipeline. If this is agreeable to you, please sign and acknowledge the Easement. Upon receipt of both the Easement and a completed and signed W-9 form, I will contact you to make arrangements for payment. Of course, if you would prefer to meet to discuss the terms of the Easement, please let me know and we can make arrangements for a meeting at a mutually convenient date and time.

I look forward to hearing from you. If you have any questions or would like to discuss this matter further, please call me at your earliest convenience at (412) 628-0500.

Respectfully,

John Dillard
Contract Agent
Representing Sunoco Pipeline L.P.

JD/dv

Enclosures

12" HSTN-DELM/ID# 12120
Tract No. PA-WA-0024.00000

This instrument prepared by
James E. Franciscus
and when recorded return to:
SUNOCO PIPELINE L.P.
Attn: Right-Of-Way Department
525 Fritztown Road
Sinking Spring, PA 19608
610-670-3200

RIGHT-OF-WAY EASEMENT AGREEMENT

THIS RIGHT-OF-WAY EASEMENT AGREEMENT (the "Agreement"), made this _____ day of _____, 2013, by and between Clayton Griffith, having an address at 120 Clayton Drive, Houston, PA 15342, (hereinafter called "Grantor" whether one or more), and SUNOCO PIPELINE L.P., a Texas limited partnership, with an office at 525 Fritztown Road, Sinking Spring, PA 19608, and its successors and assigns (hereinafter collectively called "Grantee").

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee a permanent non-exclusive fifty foot (50') wide right-of-way and easement, (the "Right-of-Way") along a route as approximately shown on Exhibit "A" attached hereto, to construct, install, maintain, operate, repair, inspect, alter, protect, change the size of, relocate, replace in whole or in part, remove and abandon a pipeline or pipelines and other appurtenant facilities including, but not limited to, above-ground markers, test stations and cathodic protection equipment (collectively the "Facilities") for the purpose of transporting oil, oil products, crude petroleum, natural gas, gas liquids, liquefied minerals, mineral solutions or any other liquids, gases or substances, including water, in, over, through, across, under, and along the lands owned by Grantor in the Township of Chartiers, County of Washington, Commonwealth of Pennsylvania, described as follows:

Parcel identification number(s): 170-016-00-00-0009-00, being all that particular tract or parcel of land owned by Grantor or to which Grantor may have rights in said tract or parcel of land, containing 2.0 acres of land, more or less, being situated in Chartiers Township, Washington County, Pennsylvania and being more particularly described in that certain General Warranty Deed dated March 5, 2003, between Clayton W. Griffith and Pamela J. Griffith and Clayton W. Griffith, and being recorded as Instrument No. 200309900 in the Deed Records of the Recorder's Office of Washington County, Pennsylvania, to which reference is herein made for a more complete description.

The Grantor does also hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee temporary workspace (and additional temporary workspace, if any), as approximately shown on Exhibit "A" attached hereto, in order to construct the Facilities in, over, through, across, under, and along, the Property (the "Temporary Workspace"). Grantee's use of the Temporary Workspace shall be for a period of twelve (12) months from the date of construction commencement. However, if Grantee's use of the Temporary Workspace is completed prior to the twelve (12) months period, then the Temporary Workspace shall immediately terminate.

Grantee shall have the right of ingress and egress, entry and access in, to, through, on, over, under and across the Right of Way and any public road or public right-of-way or other easement to which Grantee has a right of access, for any and all purposes necessary and/or incident to the exercise by the Grantee of the rights granted to it by this Agreement.

Grantee shall bury the pipeline(s) to a minimum depth of thirty-six inches (36") below the surface of the ground so as to not interfere with the cultivation of the Property except where the valves, equipment or other appurtenances which in the sole judgment of the Grantee should be installed at or above ground level and shall not therefore be buried.

Grantee shall pay reasonable damages which, if any, may arise to crops, fences and drain tiles from laying, operating, maintaining, repairing, replacing or removing Grantee's Facilities.

Grantee will, insofar as is reasonably practicable, level, re-grade, and reseed the ground disturbed by the Grantee's use of the Right-of-Way and Temporary Workspace and will maintain the Right-of-Way and Temporary Workspace clean of litter and trash during periods of construction, maintenance, repair or removal. All construction debris shall be cleaned up and removed from Grantor's lands upon completion of installation and construction of Grantee's Facilities.

The Grantor may use the Right-of-Way for any and all purposes not inconsistent with the purposes set forth in this Agreement. However, the Grantor may not use any part of the Right-of-Way if such use may damage, destroy, injure, or interfere with Grantee's use of the Right-of-Way for the purpose for which the Right-of-Way is being sought by Grantee. Activities for which the Grantor may not use the Right-of-Way include without limitation the following: (1) construction of any temporary or permanent buildings; (2) drilling or operation of any well; (3) removal of soil or changing the grade or slope; (4) impounding surface water; (5) planting trees or landscaping; (6) installing fences over the Right-of-Way; provided, however, that Grantor may erect a fence perpendicularly with the Right-of-Way with Grantee's prior written approval. Grantor further agrees that no above- or below-ground obstruction that may interfere with the purposes for which this Agreement is being acquired may be placed, erected, installed or permitted upon the Right-of-Way without the written approval of the Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated by Grantor, at Grantor's sole cost and expense, upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation-, at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not, nor will Grantor permit others to, interfere in any manner with the purposes for which the Right-of-Way is being conveyed.

The Grantee shall have the right, but not the obligation, from time to time to mow the Right-of-Way and to trim, cut down or eliminate trees or shrubbery, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the construction, operation and maintenance of Grantee's Facilities and to remove possible hazard thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Right-of-Way which in the sole judgment of the Grantee may endanger or interfere with the efficiency, safety, or convenient operation of the Grantee's Facilities.

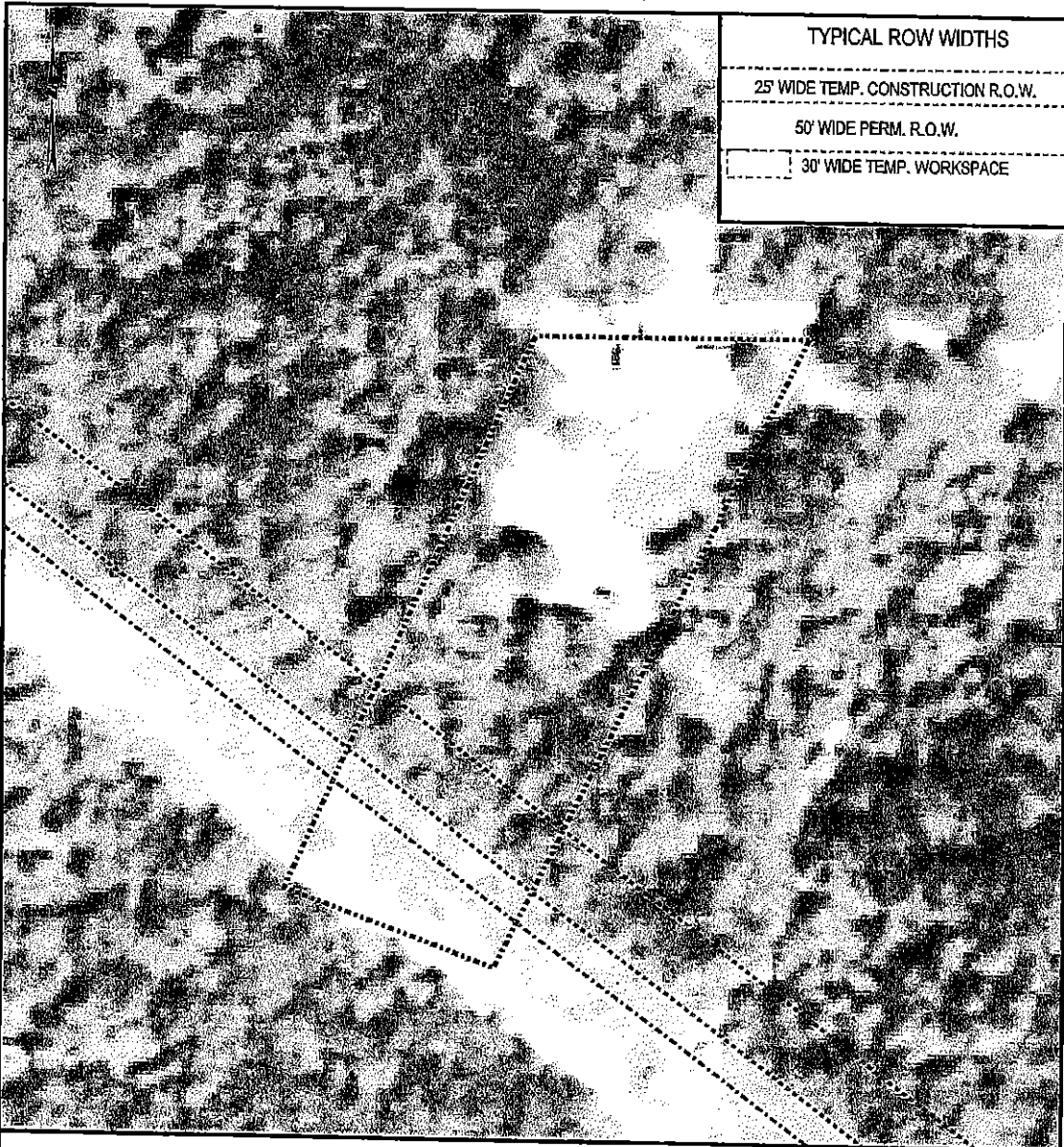
The Grantor further covenants and agrees, as a covenant running with the land, that Grantee, its successors and assigns, shall have the right at any time, and from time to time, to construct, lay, maintain, operate, repair, alter, protect, change the size of, relocate, replace and remove one or more additional pipelines over, under, and through the Property, upon payment of the same amount paid for the Right-of-Way provided for herein as evidenced by receipt signed contemporaneously with this Agreement and that said pipeline(s) shall be laid parallel to the initial line and within the fifty foot (50') wide permanent right-of-way herein granted. The rights herein granted with respect to any pipeline(s) constructed hereunder either initially or at a later time may be leased, assigned or transferred by Grantee, its successors or assigns in whole or in part, separate and apart from the rights to any other pipeline constructed hereunder.

Grantor represents and warrants that those persons signing this Agreement are all those necessary to fully transfer and convey the rights set forth in this instrument to Grantee, and Grantor herein binds itself, its heirs, executors, administrators and assigns to warrant and forever defend said rights unto Grantee, its successors and assigns, from and against any person claiming the same or any part thereof.

This Agreement may be executed in any number of counterparts, each of which shall be an original of this Agreement but all or which, taken together, shall constitute one and the same Agreement and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.

"EXHIBIT A"

PA-USA-0027-00000



TYPICAL ROW WIDTHS
25' WIDE TEMP. CONSTRUCTION R.O.W.
50' WIDE PERM. R.O.W.
30' WIDE TEMP. WORKSPACE

PROPERTY LINES ARE BASED ON COUNTY GIS DATA.
THIS IS A PRELIMINARY SKETCH DEPICTING THE PROPOSED
ROW THROUGH THE PROPERTY. THIS DISTANCES AND
BOUNDARIES ARE APPROXIMATE AND DOES NOT IN ANY
WAY SIGNIFY A CERTIFIED SURVEY.



**Sunoco Logistics
Partners L.P.**

MARINER EAST PIPELINE PROJECT

EASEMENT SKETCH
CHARTERS TOWNSHIP
WASHINGTON CO, PA

ISSUED:
01-16-13
REV: A

TOTAL LENGTH = 172 ft
PERM. R.O.W. ACREAGE = 0.20
TEMP. CONSTRUCTION R.O.W. ACREAGE = 0.10
TEMP. WORKSPACE ACREAGE = 0.00

SEQUENCE # 0027
CLAYTON W GRIFFITH
APN #170-016-00-00-0009-00