

PREPARED BY AND RETURN TO:

Right of Way Department
Buckeye Partners, L.P.
5 TEK Park
9999 Hamilton Boulevard
Breinigsville, PA 18031

PIN# 36-007-025
R/W No.: H2
Line No.: HX750HB
New Cumberland, Dauphin Co., PA

ENCROACHMENT AGREEMENT

COMMONWEALTH OF PENNSYLVANIA §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DAUPHIN §

This Encroachment Agreement ("Agreement") is made and entered into by and between **BUCKEYE PIPE LINE TRANSPORTATION, LLC**, a Delaware limited liability company, whose address is 9999 Hamilton Boulevard, Five TEK Park, Breinigsville, PA 18031 (hereinafter referred to as "COMPANY"), and **RR CORP.**, whose mailing address is 835 South Eisenhower Boulevard, Middletown, PA 17057 (hereinafter referred to as "OWNER");

WITNESSETH:

WHEREAS, OWNER is the present owner of a certain tract of land described in New Cumberland, Dauphin County, Pennsylvania, being Tax Parcel ID 36-007-025, (hereinafter referred to as the "Property"); and

WHEREAS, COMPANY is the owner of a certain pipeline and appurtenances (hereinafter referred to as "Facilities" or "Pipeline") by virtue of certain Right of Way grants covering a tract of property as described in the following instruments:

That certain Right of Way grant from Levi W. and Anna K. Ebersole to Socony-Vacuum Oil Company, Incorporated, dated February 15, 1960, and being recorded in Deed Book No. 6 Page 52 in the Records Office of Dauphin County, Pennsylvania on May 31, 1950; and

WHEREAS, COMPANY is the successor of all rights, title, and interest in and to said Easement described above; and

WHEREAS, OWNER desires to install two monitoring wells ("Monitoring Wells"); and

WHEREAS, the Monitoring Wells shall be installed as shown on plans prepared by Letterle & Associates and titled "**Figure 3 Site Layout Map**", attached hereto and made a part hereof as Exhibit "A" (hereinafter referred to as "Encroachment"), which will encroach on the Easement; and

WHEREAS, COMPANY and OWNER agree that the existence of the Encroachment: (a) Conflicts

with the purpose and character of the Easement; and (b) interferes with and obstructs COMPANY'S rights, obligations, and abilities to operate, maintain, replace, and access the Pipeline; and,

WHEREAS, OWNER desires to obtain COMPANY'S consent to encroach on the Easement and Pipeline; and

WHEREAS, COMPANY, under the terms hereinafter stated, is willing to permit the Encroachment.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, COMPANY hereby agrees to accommodate the Encroachment subject to the following terms and conditions:

1. GENERAL GUIDELINES:

All construction activity of any kind, including, but not limited to, movement or storage of equipment or materials, boring, and excavation must comply with the most recent version of the COMPANY'S "Right of Way Use Restrictions Specification", as amended from time to time, which OWNER hereby attests to have received from COMPANY, except as provided in section 2 herein.

2. SPECIFIC APPROVED ENCROACHMENTS:

OWNER'S installation of the Monitoring Wells project constituting the Encroachment shall conform with and abide by the most recent version of the COMPANY'S "Right of Way Use Restrictions Specification" and as shown as plans prepared and provided by Letterle & Associates and titled "**Figure 3 Site Layout Map**", as specifically-approved encroachment activity affecting the COMPANY'S pipeline right of way and associated easement.

3. DRAWINGS AND RECORDS:

Any deviation in the implementation of the plan prepared by Letterle & Associates and titled "**Figure 3 Site Layout Map**", shall be documented with revised drawings that are to be re-submitted to COMPANY for additional review and approval.

4. INDEMNIFICATION:

OWNER will Indemnify, save, hold harmless, and at COMPANY'S option, defend COMPANY, its parent and affiliated companies and their directors, officers, employees, and agents of each such Company from any and all claims, demands, costs (including without limitation reasonable attorneys' and expert witnesses' fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings for Injury or death to persons or damage or loss of property, real or personal, environmental damages, or other business losses, including those made or incurred by COMPANY or its parent or affiliated companies and their directors, officers, employees, and agents of each such Company, or third parties, or governmental agencies in any way arising from or connected with the existence, construction, operation, maintenance, relocation, or removal of the Encroachment, except those arising from COMPANY'S negligence.

5. LIABILITY:

In the event that the existence, construction, operation, maintenance, relocation, or removal of the Encroachment causes COMPANY to incur any cost that in any manner relates to COMPANY'S operation, maintenance, removal, repair, replacement, protection, construction, alteration, relocation,

changing the size of, addition to and/or inspection of the Pipeline(s) or the cleanup or handling of any spills of petroleum products, OWNER, its successors or assigns, agrees to reimburse COMPANY for any and all such costs that would not have been incurred but for the existence of the Encroachment. OWNER hereby agrees that COMPANY will not be held liable for any damages to the Encroachment arising from COMPANY'S operation, maintenance, removal, repair, replacement, protection, construction, alteration, relocation, changing the size of, addition to and/or inspection of the Pipeline(s) and related appurtenances.

6. WAIVERS:

COMPANY and OWNER agree that the existence of the Encroachment does not constitute a waiver of COMPANY'S express rights under the aforesaid Easements or any other rights which may be implied by law or equity.

7. BREACH OF TERMS:

- 7.1. In the event that OWNER breaches any of the terms, covenants, or provisions of this Agreement, the COMPANY reserves the right to revoke the agreement in its entirety, prevent the OWNER from continuing any activity in violation of the terms of this agreement or the COMPANY'S rights under its easements and/or prior agreements. Additionally, the COMPANY will make any necessary repairs or adjustments to its pipeline(s) or right of way at the expense of the OWNER.
- 7.2. In the event that OWNER breaches any of the terms, covenants, or provisions of this Agreement, and COMPANY commences litigation to enforce any provisions of this Agreement and prevails, the cost of attorneys' fees and the attendant expenses will be payable to COMPANY by OWNER upon demand.
- 7.3. If construction of the Monitoring wells is not initiated within one calendar year of the date of this agreement, the COMPANY shall have the right to reconsider the condition and privileges herein granted, and have full right to alter same, dependent upon current protocol.

8. BINDING COVENANT

The terms and conditions of this Agreement will constitute covenants running with the land and will be binding upon and inure to the benefits of the parties hereto, their successors and assigns.

(Signature page to follow)

IN WITNESS WHEREOF, we have hereunto set out hands on this the _____ day of January 2021.

WITNESS

Sign: _____

Print: _____

COMPANY:

BUCKEYE PIPE LINE TRANSPORTATION, LLC

By: _____

David G. Boone, Sr. Manager

Right of Way, Real Estate and Damage Prevention

WITNESS

Sign: _____

Print: Jed Hill

OWNER:

By: _____

Name: SOHAIL RIABH

Title: PRESIDENT, RRCORP

COMMONWEALTH OF PENNSYLVANIA

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COUNTY OF LEHIGH

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On this _____ day of _____, 2021, the above named David G. Boone, as Sr. Manager, Right of Way, Real Estate and Damage Prevention of BUCKEYE PIPE LINE TRANSPORTATION, LLC, a Delaware limited liability company, personally appeared before me and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said limited partnership.

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

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

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COUNTY OF Dauphin

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This instrument was acknowledged before me on the 12th day of February, 2021, by Sohail Riach personally appeared before me and acknowledged the foregoing instrument be his/her free act and deed on behalf of said OWNER.

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

Kathleen Edwards
NOTARY PUBLIC

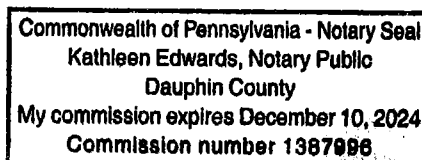


EXHIBIT A

