

RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT ("Agreement") made this *20th* day of *March*, 2014, by and among Township of Chesterfield, a New Jersey municipality ("Owner"), with offices at 300 Bordentown-Chesterfield Rd., Chesterfield, NJ 08515, and Transcontinental Gas Pipe Line Company, LLC, a Delaware limited liability company ("Transco"), with offices at 2800 Post Oak Boulevard, Houston, Texas 77056-6106.

RECITALS

A. Owner is the fee owner of a parcel of land identified on the official Tax Map of the Township of Chesterfield, Burlington County, New Jersey, as Block 204, Lot 1 (the "Property").

B. Transco is a "natural gas company" under the Federal Natural Gas Act of 1938, 15 U.S.C.A. §717 et seq., and, as such, is regulated by the Federal Energy Regulatory Commission as to facilities, construction, rates, and types of service, and regulated by the United States Department of Transportation (by the Pipeline & Hazardous Materials Safety Administration) as to minimum safety standards.

C. In connection with its proposed Garden State Expansion project, Transco desires to conduct certain investigations and inspections on the Property.

D. The investigations and inspections that Transco may perform on and about the Property include, but are not limited to: civil surveys, topographical surveys, cultural resources surveys, biological surveys, wetlands delineation surveys, geotechnical soil borings, test pit excavations, environmental surveys, and Phase I and II investigations. . Hereinafter, said investigations and inspections as described in this paragraph shall be referred to as the "Work". Transco will utilize the services of its own or other professionals to perform the Work, which will be conducted in accordance with standards customarily employed in the industry and in compliance

with governmental law, rules and regulations. Except as necessary to comply with applicable law or requirements of any governmental agency having jurisdiction, Transco shall keep confidential all information relating to the Work.

E. Owner agrees to grant Transco access to the Property for the purpose of conducting the Work, subject to terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is acknowledged by the parties, Owner and Transco agree as follows:

1. Owner grants Transco, its agents, servants, employees and contractors the right to enter ("**Right of Entry**") the Property at reasonable times for the purposes of conducting the Work. Transco shall provide Owner with a description of Work to be performed prior to exercising its Right of Entry and Owner shall approve of such Work, which approval shall not be unreasonably withheld, prior to undertaking of such Work.

2. The Right of Entry granted by this Agreement shall expire ninety (90) days from the date of this Agreement. Owner agrees that, on or before the termination of this Agreement, any request by Transco for a renewal of this Agreement for some shorter period of time will not be unreasonably denied.

3. The Work shall be performed at the sole cost and expense of Transco. Transco shall use reasonable efforts to conduct the Work in a manner that minimizes the extent of inconvenience to, and/or interference with, Owner's use of the Property. Access to the Property shall remain open during completion of the Work. Transco shall provide Owner with copies of all reports, studies, surveys, plans, lab results, and findings which result from the Work within seven (7) days of receipt by Transco of such items.

4. Transco shall give Owner a minimum of forty-eight (48) hours' notice of the Work prior to commencement, which notice may be by email or by verbal communication by Transco to Mayor Jeremy Liedtka at the following email address and telephone number respectively: 300 Bordentown-Chesterfield Rd., Chesterfield, NJ 08515 and (609) 209-2517. Unless otherwise arranged with Owner, such notice shall be provided prior to each separate survey or entry onto the Property.

5. Transco will be responsible for locating any underground facilities and utilities at the Property prior to the commencement of any of the Work. Transco shall protect the Property from damage by the Work or related activities and operations, and shall, at its sole cost and expense, restore or repair all damage, if any, caused by the Work, activities or operations performed by its agents, servants, employees and contractors. Transco shall restore or repair the Property to its condition prior to the commencement of the Work, reasonable wear and tear excepted.

6. Transco agrees to assume all risks of, and liability for, and defend, indemnify, protect and hold harmless Owner from and against any and all liability, losses or costs, including reasonable attorneys' fees, incurred by Owner, whether foreseen or unforeseen, arising from, caused by, connected with or growing out of the acts or omissions of Transco, its agents, servants, employees, and contractors in the performance of the Work, except to the extent arising out of the negligence or willful misconduct of Owner or its agents, employees, and representatives. This indemnification shall not apply to any pre-existing environmental conditions on or about the Property. This paragraph shall survive termination of this Agreement.

7. As a separate and independent obligation, and without limiting the indemnity obligation of Transco, at any and all times throughout the performance of any part of the Work and for as long thereafter as necessary to support any post completion obligations of Transco, Transco

shall, at its sole expense, carry insurance with an insurance company or companies having an A.M. Best A-, VII or better (or equivalent, if not rated by A.M. Best) and authorized to do business in New Jersey, the following minimum coverages:

(a) Commercial General Liability insurance (including coverage for contractual, products, and completed operations) with limits of not less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate covering bodily injury, death and property damage arising out of or relating to the performance of the Work related to or in connection with this Agreement, which insurance shall include Owner as an additional insured and provide a waiver of subrogation in Owner's favor to the extent of the indemnities and liability obligations assumed by Transco under this Agreement; and either insurance company or Transco will provide thirty (30) days (ten (10) days for non-payment) notice of cancellation; and

(b) Auto Liability insurance with limits of not less than \$1,000,000 per accident covering bodily injury, death and property damage arising out of the ownership or operation of a motor vehicle used or to be used in connection with the performance of the Work or services by Transco in connection with this Agreement and which insurance shall include Owner as an additional insured and provide a waiver of subrogation in Owner's favor to the extent of the indemnities and liability obligations assumed by Transco under this Agreement; and either insurance company or Transco will provide thirty (30) days' (ten (10) days for non-payment) notice of cancellation; and

(c) Workers' Compensation insurance in accordance with New Jersey law.

The above insurance shall be primary to any other coverage in favor of Owner being included as an additional insured. Transco shall ensure that its subcontractors comply with the above insurance requirements; however, Transco shall be responsible to Owner for any deficiencies of its subcontractor's insurance in complying with the above insurance requirements while

performing any operations or activities of the Work described herein of this Agreement. Transco shall provide certificate(s) of insurance on an Acord form or other acceptable industry standard certificate of insurance form to evidence to Owner of the above insurance before commencing the Work or exercising its Right of Entry onto the property.

8. Transco agrees that this Agreement shall be binding upon its successors and assigns.

9. **Notices.**

(a) All notices to be given by either party to the other shall be in writing, shall be served either in person, by facsimile, by prepaid overnight mail via a recognized national carrier, or by depositing such notice via the United States Post Office, certified mail - return receipt requested, with certification and postage charges prepaid, properly addressed and directed to the party to receive the same as follows:

As to OWNER: Caryn M. Hoyer, RMC, Township Clerk
Township of Chesterfield
Chesterfield Township Municipal Building
300 Bordentown-Chesterfield Road
Chesterfield, NJ 08515

With a copy to: John C. Gillespie, Esquire
Parker McCay P.A.
9000 Midlantic Drive, Suite 300
P. O. Box 5054
Mount Laurel, New Jersey 08054-1539

As to TRANSCO: Williams Gas Pipeline
2800 Post Oak Boulevard
Houston, Texas 77056
Attn: Manager, Land Department

With a copy to: Mark Stevens, Esq.
Watson, Stevens, Rutter & Roy, LLP
3 Paragon Way, Suite 300
Freehold, NJ 07728

(b) Either party may designate a different person or entity or place to or at which notices shall be given by delivering a written notice to that effect to the other party, which notice shall be effective after the same is actually received by the other party. In lieu of mailing, the parties may deliver any such notice, documents or papers to the aforesaid addresses.

10. This Agreement may be executed in counterparts and such counterparts shall constitute one and the same instrument.

Attest:

OWNER – TOWNSHIP OF CHESTERFIELD
a New Jersey Municipality

Caughn M. Hoyer

By: [Signature]
Name: Jeremy Liedtka
Title: MAYOR

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC

[Signature]

By: [Signature]
Name: NATAN TRAN
Title: PROJECT MANAGER