UTILITY COMMITTEE
A G E N D A

JANUARY 27, 2014 - 5:30 P.M.

CITY HALL COUNCIL CHAMBERS
15 LOOCKERMAN PLAZA
DOVER, DELAWARE

Public comments are welcomed on any item and will be permitted at appropriate times. When possible, please notify the City Clerk (736-7008 or e-mail at CityClerk@dover.de.us) should you wish to be recognized.

AGENDA ADDITIONS/DELETIONS

1. **Explanation of PJM** (*Pennsylvania, Jersey, Maryland Power Pool*) **Reactive Service Charges - Robert Trinnear, The Energy Authority**

2. **Permanent Easement and Temporary Workspace Agreements - Eastern Shore Natural Gas**
   (Staff Recommends Authorizing the City Manager or His Designated Staff to Execute the Easement Agreement and Other Necessary Agreements with Eastern Shore Natural Gas (ESNG) to Facilitate the Construction of the Proposed 16" Natural Gas Pipeline Across Lands Owned by the City of Dover, as Depicted in the Referenced Agreements. Financial Consideration for the Easements Shall Be Delegated to the City Manager and the City Manager Will Notify City Council of the Results.)
   (Due to Time Constraints, This Item Has Been Placed on the Council Agenda for the Meeting Being Held Later in the Evening)

3. **Easements and Rights-of-Way between City of Dover and Delmarva Power & Light Company**
   (Staff Recommends Authorizing the City Manager to Execute the Final Versions of All Components of Document "A", Document "B", and Document "C" for the Granting of Easements and Rights-of-Way to Delmarva Power & Light Company for the Proposed Construction, Operation, and Maintenance of Power Lines and Structures Associated with the Transmission of Electric Power from the Garrison Energy Center (GEC) to the Cartanza Substation; and Authorizing the City Manager to Amend the Original Lease Between the City of Dover and the Garrison Energy Center, LLC to Add the Acres Described Within the Documents (A Total of 8.4301 Acres) in Accordance with the Rents Described in the Lease)
   (Due to Time Constraints, This Item Has Been Placed on the Council Agenda for the Meeting Being Held Later in the Evening)

4. **Adjournment by 5:55 p.m.**

/tm
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THE AGENDA ITEMS AS LISTED MAY NOT BE CONSIDERED IN SEQUENCE. THIS AGENDA IS SUBJECT TO CHANGE TO INCLUDE THE ADDITION OR THE DELETION OF ITEMS, INCLUDING EXECUTIVE SESSIONS.

Reactive Service Charges Update
January 2013



The Energy Authority®
The Strategic Partner for Public Power

teainc.org

What are Reactive Services Charges?

- Reactive Services are used to provide voltage control on the power grid
- Reactive Services provided by
  - Installing equipment on transmission system
  - Changing MVAR output of generators
- Reactive Services Charges
  - Credits to generation
  - Charges to load

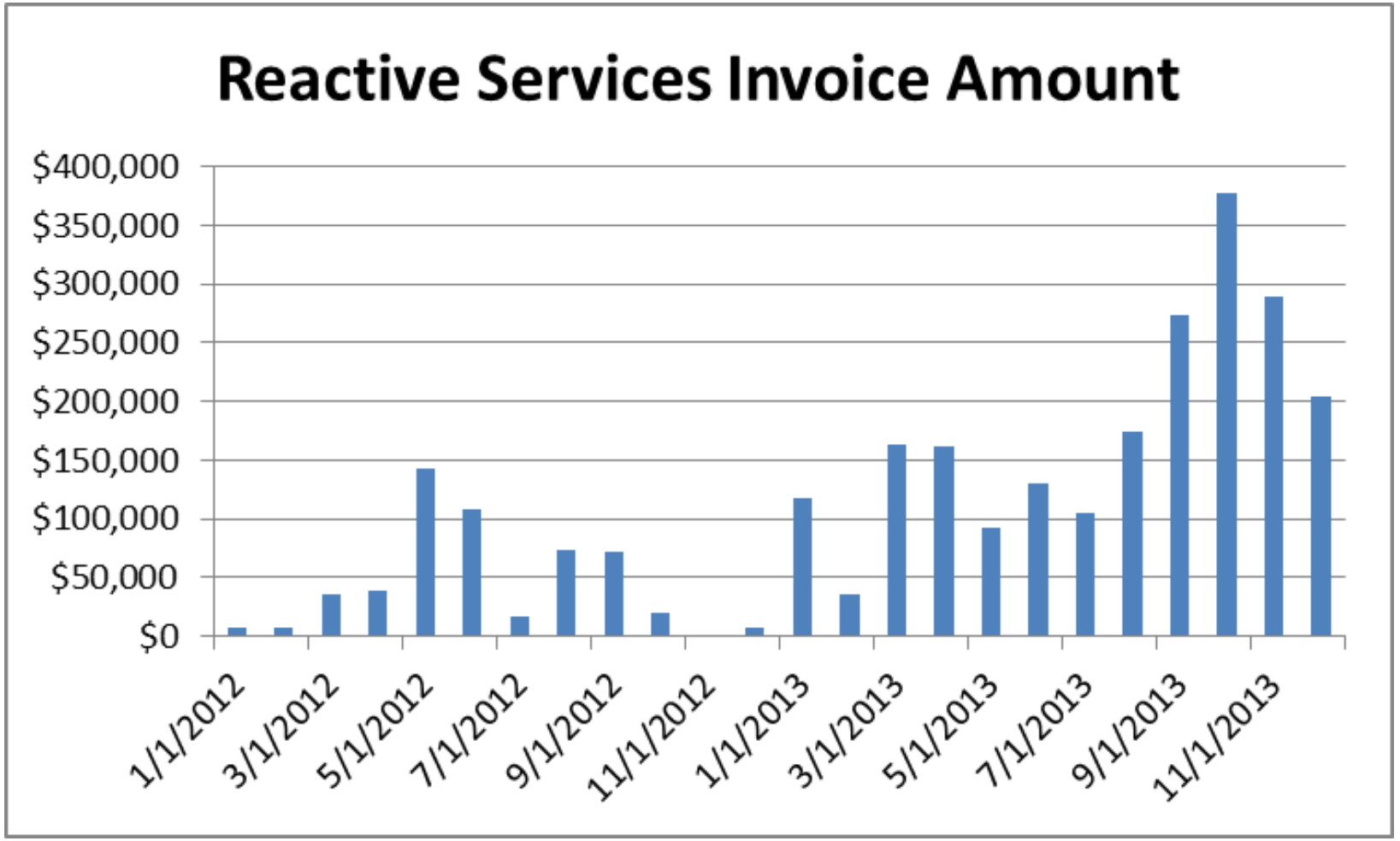
CONFIDENTIAL & PROPRIETARY

What has changed

- PJM Rule Change – Effective date 12/1/2012
  - Small impact projected
  - Changed allocation of Reactive Service costs
- Result of Rule Change
  - Increase in Reactive Service Costs being allocated to LSEs such as Dover
  - Large Actual Monetary Impact

CONFIDENTIAL & PROPRIETARY

Reactive Services Charges



CONFIDENTIAL & PROPRIETARY

What is being done?

- PJM Stakeholder process
  - Stakeholders have been very vocal
    - Communicating the magnitude of the change
    - Call for immediate change to tariff
- Energy Market Uplift Senior Task Force
  - Considering Potential remedies
  - Potential tariff revisions in June 2014
- PJM
  - $25 - $30m error
    - Adjustments will begin to appear in January bills
    - Lower Reactive charges moving forward
  - Implement New Scheduling Procedures
    - Reactive support for transfer interfaces

CONFIDENTIAL & PROPRIETARY

ACTION FORM

PROCEEDING: Utility Committee
DEPARTMENT OF ORIGIN: City Manager's Office **DATE SUBMITTED**: January 22, 2014
PREPARED BY: Scott D. Koenig, P.E., City Manager and William G. Neaton, Economic Dev. Manager
SUBJECT: Permanent Easement and Temporary Workspace Agreement – Eastern Shore Natural Gas
REFERENCE: N/A
RELATED PROJECT: Garrison Oak Technology Park
REVIEWED BY: Scott D. Koenig, P.E., City Manager and William G. Neaton, Economic Dev. Manager
EXHIBITS: Exhibit A – Permanent Easement Agreement; Exhibit B – Temporary Workspace Agreement; Exhibit C – Temporary Workspace Agreement; Exhibit D – Authorization to use existing utility easement in GOTP
EXPENDITURE REQUIRED: N/A **AMOUNT BUDGETED**: N/A **FUNDING SOURCE (Dept./Page in CIP & Budget)**:
TIME TIMETABLE: Immediate
RECOMMENDED ACTION: Authorize the City Manager or his designated staff to execute the easement agreement and other necessary agreements with Eastern Shore Natural Gas (ESNG) to facilitate the construction of the proposed 16" natural gas pipeline across lands owned by the City of Dover as depicted in the referenced agreements. Financial consideration for the easements shall be delegated to the City Manager and the City Manager will notify City Council of the results.

BACKGROUND AND ANALYSIS

The City proposes to grant a Permanent Easement as described in the Permanent Easement Agreement (Tax Parcel No.: LC-05-068.00-02-07.00-000 P/O) to Eastern Shore Natural Gas (ESNG) for the purpose of allowing Eastern Shore Natural Gas to construct a 16" natural gas pipeline to service the Garrison Energy Center (GEC). The location and description of the proposed permanent easement is detailed in Exhibit A.

In addition, the proposed construction will require the use of various temporary workspaces as described in Exhibit B and Exhibit C. Upon completion of the construction of the pipeline project, all rights conveyed to ESNG by these temporary workspace agreements will terminate.

Exhibit D allows ESNG to use a portion of an existing 40-foot wide utility easement that is generally described as being bisected by the lot line between Lot #7 and Lot #5, as shown on Plot Book 111/19 and on Plot Book 117/98.

Financial consideration for the easements and temporary workspaces is currently under negotiation; however, time is of the essence to begin construction.

Exhibit A

Tax Parcel No.: LC-05-068.00-02-07.00-000 P/O
Prepared By/Return To:
Century Engineering, Inc.
Attn: Cheryl Thomas
4134 N. DuPont Highway,
Dover, DE 19901
ESNG File No: PP-70R

PERMANENT EASEMENT AGREEMENT

THIS PERMANENT EASEMENT AGREEMENT, made this_____ day of _____, 2013, by and between City of Dover, a municipal corporation of the State of Delaware, (hereinafter called "Grantor"), and Eastern Shore Natural Gas Company, a corporation of the State of Delaware, its Successors and Assigns (hereinafter called "Grantee").

WITNESSETH, that for and in consideration of the sum of ONE DOLLAR ($1.00), lawful money of the United States of America paid to Grantor at the sealing and delivery of these presents, the receipt of which is hereby acknowledged, Grantor, intending to be legally bound hereby grants, specially warrants and conveys to Grantee, its successors and assigns, a perpetual and exclusive easement and uninterrupted right from time to time to place, erect, construct, install, use, operate, patrol, inspect, maintain, repair, reconstruct, alter, change the size of, renew, add to, relocate and remove, at will, a buried pipeline or pipelines and other appropriate facilities, accessories and appurtenances, including but not limited to valves, fittings, and all other appurtenant facilities necessary for the transportation of natural gas, now or in the future, on, over, under, through and across, all that certain 19,817 +/- square feet (0.4549 +/- acres) area of Grantor's lands, as shown on Grantee's Plan Exhibit "A", which is attached hereto and made a part hereof, said lands of Grantor situate in Little Creek Hundred, in Kent County, in and for the State of Delaware, as more fully described in Deed Book 327, Page 136 recorded in the Office of the Recorder of Deeds, in and for Kent County, in and for the State of Delaware, known as Tax Parcel Number LC-05-068.00-02-07.00-000.

With the prior consent of Grantor, Grantee may expand transmission service to include transport of oil, petroleum products or any other liquids, gases, or substances, which can be transported through a buried pipeline, along with communication cables, wires and appurtenances, now or in the future, on, over, under, through and across these lands as described in the attached Exhibit A. Said consent shall not be unreasonably withheld.

Grantee shall have the right from time to time to clear and entirely remove everything, including trees and buildings, from the said area of land that is described in this Permanent Easement Agreement and on the attached Exhibit A that may, in the judgment of Grantee, interfere with or endanger the aforesaid facilities; together also with the right of ingress and egress over Grantor's lands to the said area of land; provided, however,

Grantee, at Grantee's expense shall repair any damage to Grantor's property and compensate any remaining damages to crops, trees, or fences, resulting from the use of this land and restore it to the same condition, as reasonably possible.

With the prior consent of Grantor, Grantee may from time to time have the right to trim, cut or remove trees adjacent to the said area of land that may, in the judgment of Grantee, interfere with or endanger the aforesaid facilities; together also with the right of ingress and egress over Grantor's lands to the said area of land; provided, however, Grantee, at Grantee's expense shall repair any damage to Grantor's property and compensate any remaining damages to crops, trees, or fences, resulting from the use of this land and restore it to the same condition, as reasonably possible. Said consent shall not be unreasonably withheld.

Grantor does hereby covenant and agree that it will not erect or permit the erection of any building or structure, change the grade or otherwise limit, interfere with or obstruct Grantee's access to the said area or exercise of the rights hereby granted.

Grantee hereby agrees, as part of the consideration for the grant of this easement, that Grantee, its heirs, assigns and successors in interest, will indemnify and hold harmless Grantor, its heirs and assigns, from any and all suits, liability or claims of any character whatsoever, brought because of injuries or damages received or sustained by any person, property or entity on or relating to, the easement granted herein, or any work pertaining to the use of said easement, and/or any other actions relating to the Grantee's ownership, use or maintenance of said easement, unless such claim is determined to be caused by the Grantor's own negligence.

Grantee is a member of the local damage prevention "One Call" service in the states in which it operates. Before performing any work within the easement area or allowing others to do the same, Grantor must call the National "Call Before You Dig at "811" (One Call) service (or "Miss Utility") to request any underground utilities be properly located.

The Grantee shall provide the Grantor with a 2-week advance notice of non-emergency work on the pipeline. Notice shall be given by calling the City of Dover, Department of Public Works at (302) xxx-xxxx.

The rights granted herein may be assigned in whole or in part and the words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors, assigns, lessees and licensees, as the case may be. This Indenture contains the entire agreement between the parties.

Grantor hereby covenants and warrants that at the time of execution of this easement, is the owner in fee simple of the above-described area of land.

{SIGNATURE PAGE TO FOLLOW}

IN WITNESS WHEREOF, the undersigned has duly executed this Indenture the day and year first above written.

GRANTOR:

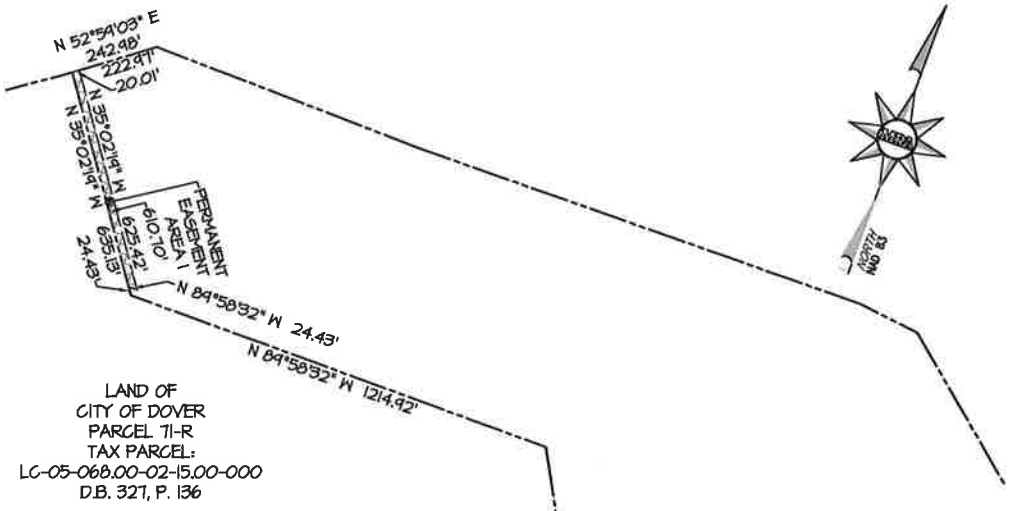
_____ _____ **(Seal)**
Witness **(NAME)**

STATE OF _____ :
: SS
COUNTY OF _____ :

BE IT REMEMBERED, that on this on this _____ day of _____, 2013, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, _____, _____, of the City of Dover, a municipal corporation existing under the laws of the State of Delaware, the Grantor to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his/her act and deed of said corporation, that the signature of the said _____ thereto is in his/her own proper handwriting, and the seal affixed is the common and corporate seal of said corporation, and that this his/her act of sealing, executing, acknowledging and delivering said Indenture was duly authorized by a resolution of the Board of Directors of said municipal corporation.

Given under my Hand and Seal of office the day and year first above written.

_____
Notary Public
My commission expires: _____



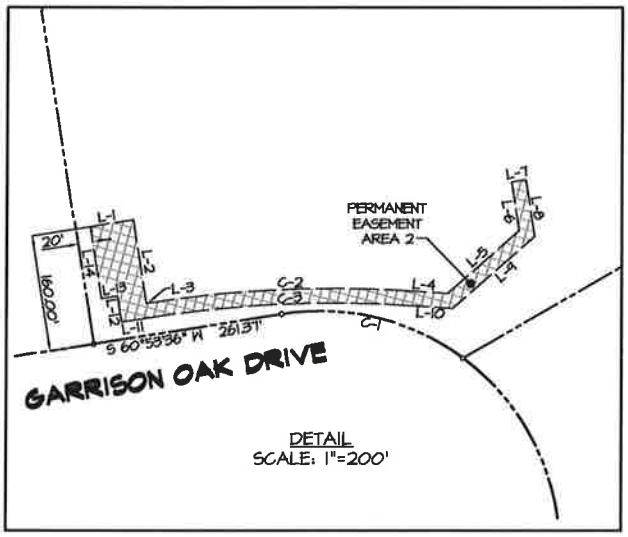
LAND OF
CITY OF DOVER
PARCEL 71-R
TAX PARCEL:
LC-05-068.00-02-15.00-000
D.B. 327, P. 136

PERMANENT EASEMENT
AREA 1 = 12,361 S.F. OR 0.2838 AC.±

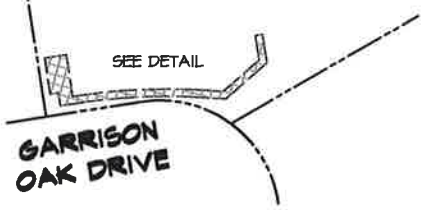
PERMANENT EASEMENT
AREA 2= 19,939 S.F. OR 0.4577 AC.±

N 29°05'10" W 1540.00'

LAND OF
CITY OF DOVER
PARCEL 70-R
TAX PARCEL:
LC-05-068.00-02-01.00-000
D.B. 327, P. 136



DETAIL
SCALE: 1"=200'



LINE TABLE

L-1	N 60°54'54" E 60.00'	L-8	S 29°04'32" E 78.82'
L-2	S 28°58'03" E 116.26'	L-9	S 28°47'01" W 144.92'
L-3	N 60°54'50" E 2.37'	L-10	S 73°47'01" W 58.24'
L-4	S 73°47'01" E 44.96'	L-11	S 60°54'50" W 39.81'
L-5	N 28°47'01" E 130.59'	L-12	N 29°05'10" W 36.26'
L-6	N 29°04'32" W 67.77'	L-13	S 60°54'50" W 22.12'
L-7	N 60°55'28" E 20.00'	L-14	N 29°05'10" W 100.00'

LEGEND

RIGHT-OF-WAY

PROPERTY LINE

AREA OF PERMANENT EASEMENT

CURVE TABLE

C-1 RAD.=330.00' ARC=262.41' CHORD=N 83°41'03" W 255.45'
C-2 RAD.=1610.00' ARC=361.63' CHORD=S 67°20'55" W 360.87'
C-3 RAD.=1590.00' ARC=357.14' CHORD = S 67°20'55" W 356.39'

MRA

MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS
21133 STERLING SQUARE, SUITE 7
GEORGETOWN, DE 19947
(302) 855-5734
FAX: (302) 855-0157

MRAGTA.COM

EXHIBIT A
PARCEL 70-R
CITY OF DOVER
WHITE OAK LATERAL

KENT COUNTY, DELAWARE

SCALE: 1" = 400'	DATE: 10/22/2013	DRAWN BY: PKB	DESIGN BY: CJF	REVIEW BY: GSP	JOB NO. : 17736

Exhibit B

Tax Parcel No.: LC-05-068.00-02-07.00-000
Prepared By/Return To:
Century Engineering, Inc.
Attn: Cheryl Thomas
4134 N. DuPont Highway
Dover, DE 19901
ESNG File No.: PP-70R

TEMPORARY WORKSPACE AGREEMENT

THIS TEMPORARY WORKSPACE AGREEMENT, made this _____ day of _____, 2013, by and between The City of Dover, a municipal corporation of the State of Delaware (hereinafter called "Grantor"), and Eastern Shore Natural Gas Company, a corporation of the State of Delaware, its Successors and Assigns (hereinafter called "Grantee").

WITNESSETH that for and in consideration of the sum of ONE DOLLAR AND 00/100 ($1.00) lawful money of the United States of America paid to Grantor at the sealing and delivery of these presents, the receipt of which is hereby acknowledged, Grantor, intending to be legally bound hereby grants, specially warrants and conveys to Grantee, its successors and assigns, a Temporary Workspace over an area of 157,322 +/- square feet (3.6231 +/- acres) as depicted on the attached Exhibit "A" drawing as Temporary Workspace Area 1, Area 2 and Area 3, said lands of Grantor situated in Little Creek Hundred, in Kent County, in and for the State of Delaware, as more fully described in Deed Book 327, Page 136 recorded in the Office of the Recorder of Deeds, in and for Kent County, in and for the State of Delaware, known as Tax Parcel Number LC-05-068.00-02-07.00-000.

The sole purpose of this Temporary Workspace Agreement, (hereinafter TWS) is to grant to Grantee a temporary right to use workspace on the above-described tract of land, for the installation of a natural gas pipeline and related facilities. No permanent facilities shall be installed on lands described in this TWS.

After construction, Grantee agrees to restore these lands as reasonably possible, to a similar condition as of the date of this TWS.

It is a condition of this TWS that it shall not be filed of record and that all rights conveyed to Grantee by this instrument shall terminate upon completion of construction of the pipeline project.

Grantee hereby agrees, as part of the consideration for the grant of this easement, that Grantee, its heirs, assigns and successors in interest, will indemnify and hold harmless Grantor, its heirs and assigns, from any and all suits, liability or claims of any character whatsoever, brought because of injuries or damages received or sustained by any person, property or entity on or relating to, the easement granted herein, or any work pertaining to the use of said easement, and/or any other actions relating to the Grantee's ownership, use or maintenance of said easement, unless such claim is determined to be caused by the Grantor's own negligence.

Any special considerations for the construction contractor are outlined on the attached Exhibit "B", which is attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned has duly executed this Indenture the day and year first above written.

GRANTOR:

_____ _____ **(Seal)**

Witness **By:**
Its:

GRANTEE:

Eastern Shore Natural Gas Company

_____ _____ **(Seal)**

Witness **By: David Kertis**
Its: Manager of Engineering, Procurement and Construction

STATE OF DELAWARE :
: **SS**
COUNTY OF KENT :

BE IT REMEMBERED, that on this on this _____ day of _____, 2013, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, _____, _____, of the City of Dover, a municipal corporation existing under the laws of the State of Delaware, the Grantor to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his/her act and deed of said corporation, that the signature of the said _____ thereto is in his/her own proper handwriting, and the seal affixed is the common and corporate seal of said corporation, and that this his/her act of sealing, executing, acknowledging and delivering said Indenture was duly authorized by a resolution of the Board of Directors of said municipal corporation.

Given under my Hand and Seal of office the day and year first above written.

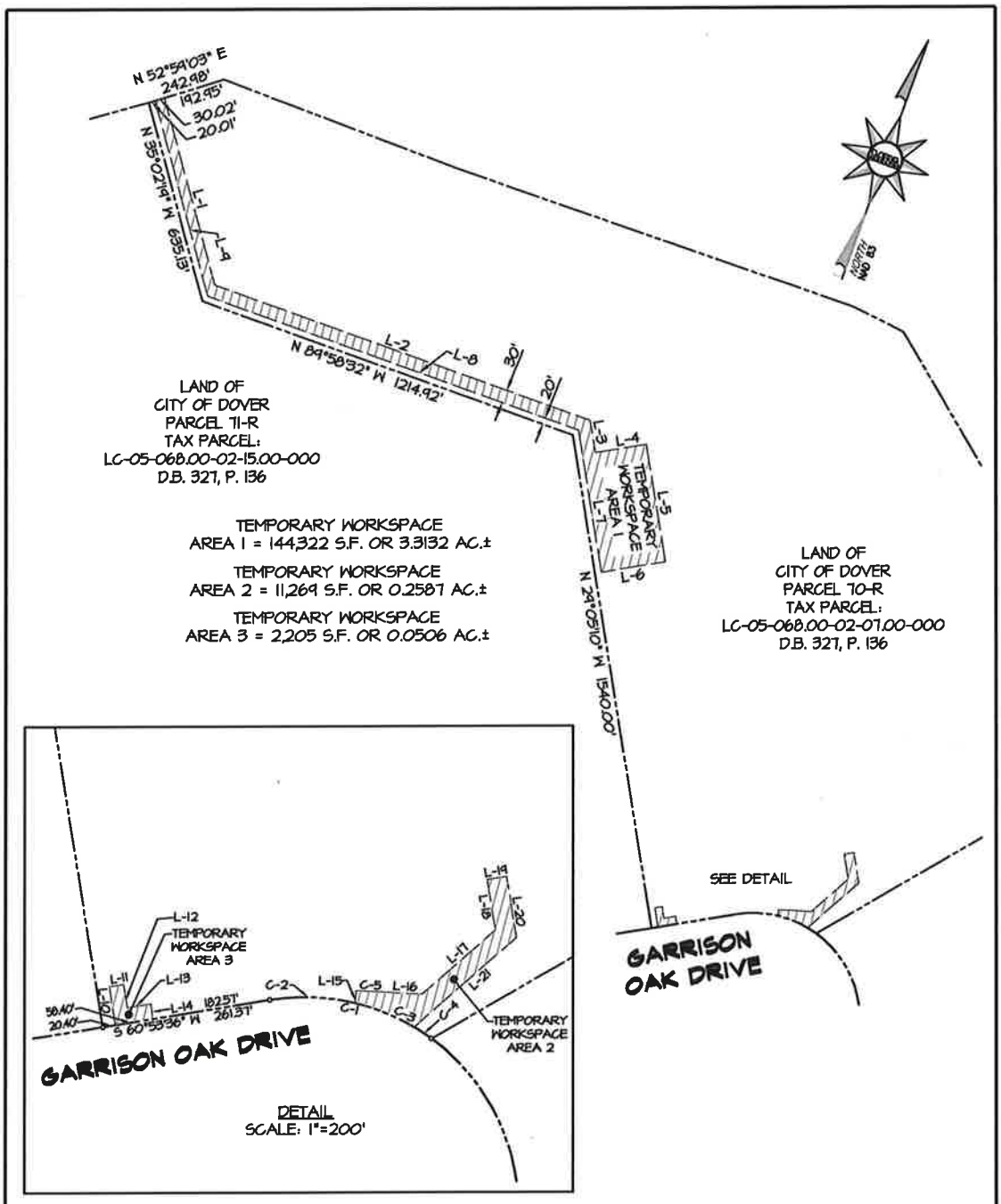
_____
Notary Public
My commission expires: _____

STATE OF DELAWARE :
: **SS**
COUNTY OF KENT :

BE IT REMEMBERED, that on this on this _____ day of _____, 2013, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, David Kertis, Manager of Engineering, Procurement and Construction of Eastern Shore Natural Gas Company, a corporation existing under the laws of the State of Delaware, the Grantor to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed of said corporation, that the signature of the said David Kertis thereto is in his own proper handwriting, and the seal affixed is the common and corporate seal of said corporation, and that this his act of sealing, executing, acknowledging and delivering said Indenture was duly authorized by a resolution of the Board of Directors of said corporation.

Given under my Hand and Seal of office the day and year first above written.

_____
Notary Public
My commission expires: _____



DETAIL
SCALE: 1"=200'

LINE TABLE

L-1 S 35°02'19" E 598.71'	L-10 N 29°05'10" W 60.00'	L-19 N 60°55'28" E 30.00'
L-2 S 84°54'26" E 1230.98'	L-11 S 60°54'50" W 22.32'	L-20 S 29°04'32" E 95.41'
L-3 S 29°06'24" E 100.67'	L-12 N 29°05'10" W 36.26'	L-21 S 28°47'01" W 208.71'
L-4 N 60°53'36" E 160.01'	L-13 S 60°54'50" W 36.82'	
L-5 S 29°05'10" E 366.71'	L-14 S 21°18'24" E 23.76'	
L-6 S 60°54'50" W 200.00'	L-15 N 16°12'54" W 19.22'	
L-7 N 29°05'10" W 443.48'	L-16 S 73°47'01" W 58.24'	
L-8 N 84°58'32" W 1216.28'	L-17 S 28°47'01" W 144.92'	
L-9 N 35°02'19" W 625.42'	L-18 S 29°04'32" E 78.82'	

CURVE TABLE

C-1 RAD.=330.00' ARC=262.41' CHORD=N 83°41'03" W 255.45'
C-2 RAD.=330.00' ARC=131.73' CHORD=S 72°16'44" W 130.84'
C-3 RAD.=330.00' ARC=98.76' CHORD=N 87°42'37" W 98.40'
C-4 RAD.=330.00' ARC=31.92' CHORD=N 75°51'30" W 31.90'
C-5 RAD.=1590.00' ARC=43.70' CHORD=N 72°54'46" E 43.70'

LEGEND

RIGHT-OF-WAY
PROPERTY LINE
AREA OF TEMPORARY WORKSPACE

MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS
21133 STERLING SQUARE, SUITE 7
GEORGETOWN, DE 19947
(302) 855-5734
FAX: (302) 855-0157
MRAGTA.COM

EXHIBIT A
PARCEL 70-R
CITY OF DOVER
WHITE OAK LATERAL

KENT COUNTY, DELAWARE

SCALE: 1" = 400'	DATE: 10/22/2013	DRAWN BY: PKB	DESIGN BY: CJF	REVIEW BY: GSP	JOB NO. : 17736

EXHIBIT "B"

1. The Grantee will provide a minimum of a 2-week written notice of commencement of work. The notice may be hand delivered or sent via USPS Priority Mail with USPS Tracking at P. O. Box 475, Dover, DE 19903-0475. The Temporary Workspace Agreement for Tax Parcel No. LC-05-068.00-02-07.00-000 will remain in effect for a period of 12-months from the date of the scheduled commencement of work as stated in the written notice.

2. _____

3. _____

4. _____

5. _____

Exhibit C

Tax Parcel No.: LC-05-068.00-02-08.00-000 P/O
Prepared By/Return To:
Century Engineering, Inc.
Attn: Cheryl Thomas
4134 N. DuPont Highway
Dover, DE 19901
ESNG File No.: PP-73R

TEMPORARY WORKSPACE AGREEMENT

THIS TEMPORARY WORKSPACE AGREEMENT, made this _____ day of _____, 2013, by and between The City of Dover, a municipal corporation of the State of Delaware, (hereinafter called "Grantor"), and Eastern Shore Natural Gas Company, a corporation of the State of Delaware, its Successors and Assigns (hereinafter called "Grantee").

WITNESSETH that for and in consideration of the sum of ONE DOLLAR AND 00/100 ($1.00) lawful money of the United States of America paid to Grantor at the sealing and delivery of these presents, the receipt of which is hereby acknowledged, Grantor, intending to be legally bound hereby grants, specially warrants and conveys to Grantee, its successors and assigns, a Temporary Workspace over an area of 85,720 +/- square feet (1.9679 +/- acres) as depicted on the attached Exhibit "A" drawing, said lands of Grantor situated in Little Creek Hundred, in Kent County, in and for the State of Delaware, as more fully described in Deed Book 327, Page 136 recorded in the Office of the Recorder of Deeds, in and for Kent County, in and for the State of Delaware, known as Tax Parcel Number LC-05-068.00-02-08.00-000.

The sole purpose of this Temporary Workspace Agreement, (hereinafter TWS) is to grant to Grantee a temporary right to use workspace on the above-described tract of land, for the installation of a natural gas pipeline and related facilities. No permanent facilities shall be installed on lands described in this TWS.

After construction, Grantee agrees to restore these lands as reasonably possible, to a similar condition as of the date of this TWS.

It is a condition of this TWS that it shall not be filed of record and that all rights conveyed to Grantee by this instrument shall terminate upon completion of construction of the pipeline project.

Grantee hereby agrees, as part of the consideration for the grant of this easement, that Grantee, its heirs, assigns and successors in interest, will indemnify and hold harmless Grantor, its heirs and assigns, from any and all suits, liability or claims of any character whatsoever, brought because of injuries or damages received or sustained by any person, property or entity on or relating to, the easement granted herein, or any work pertaining to the use of said easement, and/or any other actions relating to the Grantee's ownership, use or maintenance of said easement, unless such claim is determined to be caused by the Grantor's own negligence.

Any special considerations for the construction contractor are outlined on the attached Exhibit "B", which is attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned has/have duly executed this Indenture the day and year first above written.

GRANTOR:
City of Dover

_____ _____ **(Seal)**
Witness **By:**
Its:

_____ _____ **(Seal)**
Witness **By:**
Its:

GRANTEE:

Eastern Shore Natural Gas Company

_____ _____ **(Seal)**
Witness **By: David Kertis**
Its: Manager of Engineering, Procurement and Construction

STATE OF DELAWARE :
: **SS**
COUNTY OF KENT :

BE IT REMEMBERED, that on this on this _____ day of _____, 2013, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, _____, _____, of the City of Dover, a municipal corporation existing under the laws of the State of Delaware, the Grantor to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his/her act and deed of said corporation, that the signature of the said _____ thereto is in his/her own proper handwriting, and the seal affixed is the common and corporate seal of said corporation, and that this his/her act of sealing, executing, acknowledging and delivering said Indenture was duly authorized by a resolution of the Board of Directors of said municipal corporation.

Given under my Hand and Seal of office the day and year first above written.

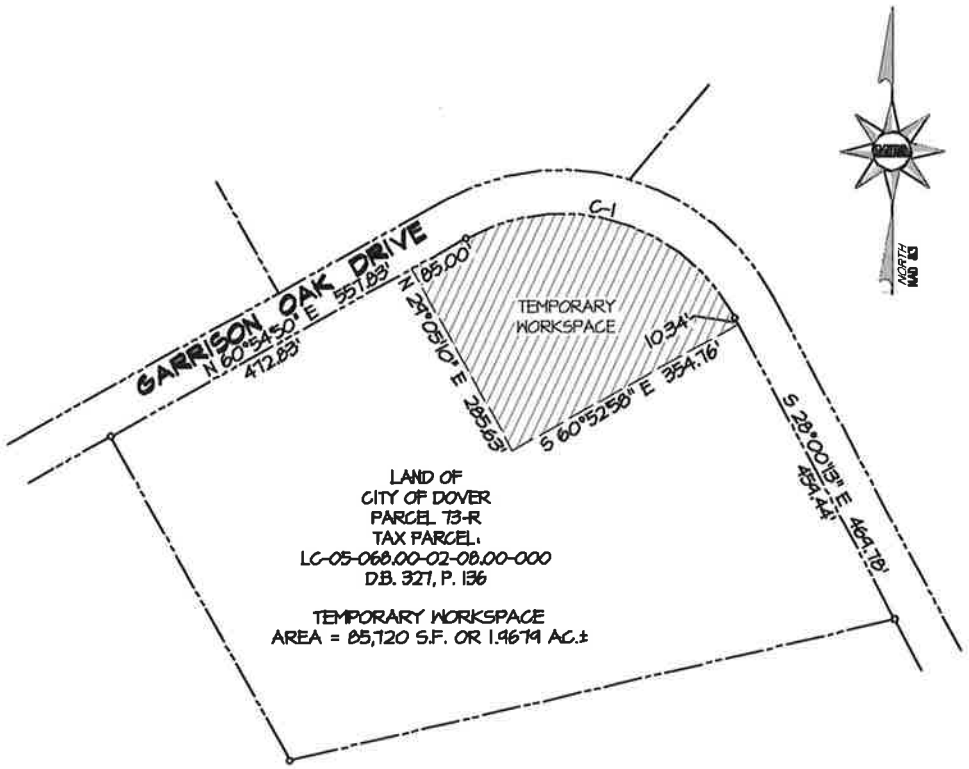
_____
Notary Public
My commission expires: _____

STATE OF DELAWARE :
: **SS**
COUNTY OF KENT :

BE IT REMEMBERED, that on this on this _____ day of _____, 2013, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, David Kertis, Manager of Engineering, Procurement and Construction of Eastern Shore Natural Gas Company, a corporation existing under the laws of the State of Delaware, the Grantor to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed of said corporation, that the signature of the said David Kertis thereto is in his own proper handwriting, and the seal affixed is the common and corporate seal of said corporation, and that this his act of sealing, executing, acknowledging and delivering said Indenture was duly authorized by a resolution of the Board of Directors of said corporation.

Given under my Hand and Seal of office the day and year first above written.

_____
Notary Public
My commission expires: _____



CURVE TABLE

C-1 RAD.=270.00' ARC=429.22' CHORD=S 73°32'42" E 385.43'

LEGEND

RIGHT-OF-WAY

PROPERTY LINE

AREA OF TEMPORARY WORKSPACE

MRA

MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS
21133 STERLING SQUARE, SUITE 7
GEORGETOWN, DE 19947
(302) 855-5734
FAX: (302) 855-0157

MRAGTA.COM

EXHIBIT A
PARCEL 73-R
CITY OF DOVER
WHITE OAK LATERAL

KENT COUNTY, DELAWARE

SCALE: 1" = 200'	DATE: 9/24/2013	DRAWN BY: PKB	DESIGN BY: CJF	REVIEW BY: GSP	JOB NO. : 17736

EXHIBIT "B"

1. The Grantee will provide a minimum of a 2-week written notice of commencement of work. The notice may be hand delivered or sent via USPS Priority Mail with USPS Tracking at P. O. Box 475, Dover, DE 19903-0475. The Temporary Workspace Agreement for Tax Parcel No. LC-05-068.00-02-08.00-000 will remain in effect for a period of 12-months from the date of the scheduled commencement of work as stated in the written notice.

2. _____

3. _____

4. _____

5. _____

Exhibit D

EASTERN SHORE NATURAL GAS

City of Dover, Department of Public Works
Attn.: Sharon Duca, Director
15 Loockerman Plaza
Dover, DE 19903

RE: White Oak Lateral Gas Pipeline Project
Garrison Oak Technical Park Existing Utility Easement

Dear Ms. Duca:

The White Oak Lateral Gas Pipeline Project (WOL) involves the installation of approximately 5.5 miles of a new 16-inch natural gas pipeline beginning at ESNG's existing regulator station south of Cheswold and continuing to the City of Dover's Garrison Oak Technical Park (PARK).

The pipeline will transport natural gas to the electric generating plant being built by Calpine Energy Services at the PARK.

In order to install the pipeline on the Garrison Oak site and connect it to the generating plant, ESNG has proposed an alignment that includes use of a portion of an existing 40-foot Utility Easement (UTILITY EASEMENT). The UTILITY EASEMENT is generally described herein as being bisected by the lot line between Lot 7 and Lot 15, as shown on Plot Book 111/19 and on Plot Book 117/98. Said Plot Books are intended to be incorporated with this letter by reference.

By signature and date below, the City of Dover concurs with the installation of the said 16-inch natural gas pipeline by ESNG within the UTILITY EASEMENT.

Sincerely,

David Kertis
Engineering Procurement and Construction Manager

cc: Morris & Ritchie Associates, Inc.
Century Engineering, Inc.

Concurrence:

_____

Sharon Duca, Director, Public Works Date
City of Dover

1110 Forrest Avenue, Suite 201, Dover, DE 19904
(302) 734-6710 • Fax (302) 735-5601

ACTION FORM

PROCEEDING: Utility Committee
DEPARTMENT OF ORIGIN: City Manager's Office **DATE SUBMITTED**: January 22, 2014
PREPARED BY: William G. Neaton, Economic Dev. Manager & Scott D. Koenig, P.E. City Manager
SUBJECT: Easements and Rights-of-Way between City of Dover and Delmarva Power & Light Company
REFERENCE: N/A
RELATED PROJECT: Garrison Oak Technology Park
REVIEWED BY: Scott Koenig, City Manager and William G. Neaton, Economic Development Director for City of Dover
EXHIBITS: Document "A", Document "B", Document "C"
EXPENDITURE REQUIRED: N/A **AMOUNT BUDGETED**: N/A **FUNDING SOURCE (Dept./Page in CIP & Budget)**:
TIME TIMETABLE: Immediate
RECOMMENDED ACTION: Authorize the City Manager to execute the final versions of all components of Document "A", Document "B" and Document "C" for the granting of easements and rights-of-way to Delmarva Power & Light Company for the proposed construction, operation, and maintenance of power lines and structures associated with the transmission of electric power from the Garrison Energy Center (GEC) to the Cartanza substation. In addition, authorize the City Manager to amend the original lease between the City of Dover and the Garrison Energy Center, LLC to add the acres described within the documents (a total of 8.4301 acres) in accordance with the rents described in the lease.

BACKGROUND AND ANALYSIS

The City proposes to grant a series of easements and rights-of-way to Delmarva Power & Light Company for the proposed construction, operation, and maintenance of power lines and structures associated with the transmission of electric power from the Garrison Energy Center (GEC) to the Cartanza substation.

Document "A" describes:

Lot 6&7 (Tax Map No. LC-05-068.00-07.00 Lot 7 and LC-05-068.00-02-06.00 Lot 6), the lands within the Garrison Oak Technical Park, having been granted to Owner by deed dated August 30, 1999, which is recorded in Book 327, Page 136, filed in the Office of the Recorder of Deeds in and for Kent County, Delaware. (1.2494 acres – Lot 7); (2.1410 acres – Lot 6)

Shallow Well (Tax Map No. LC-059.00-01-28.01), the land on the east side of White Oak road, having been granted to Owner by deed filed November 1, 1990, which is recorded in Book C49, Page 84, filed in the Office of the Recorder of Deeds in and for Kent County, Delaware. (0.1872 acres)

Document "B" describes:

An easement of varying width on the Cartanza Substation Property (Tax Map No. LC-00-059.00-01-20.01 (Portion of)) as depicted in the document. (3.7300 acres)

Document “C” describes:

A shared easement and right-of-way across Tax Parcel No. LC-00-059.01-20.01. (1.1225 Acres +/-)

Each of these easements will be conveyed to Delmarva Power & Light Company for a nominal fee as described in the documents. In addition, the City Manager is seeking authorization to amend the original lease between the City of Dover and the Garrison Energy Center, LLC to add the acres described above (a total of 8.4301 acres) in accordance with the rents described in the document.

Document "A"

Tax Parcel No. LC -05-068.00-02-07.00 (Dover)
LC-05-068.00-02-06.00 (Dover)
LC-05-059 00-01-28.01 (Kent County)
(Lot 6 &7 & Shallow Well Easement)

Execution Copy

Prepared by and Return to:
John Watson
Calpine Corporation
500 Delaware, Suite 600
Wilmington, DE 19901

PERMANENT EASEMENT AND RIGHT OF WAY AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2014, by and between the CITY OF DOVER, a Delaware municipality, hereinafter called "Owner" being located at 15 Loockerman Street, Dover, Delaware 19901, and DELMARVA POWER & LIGHT COMPANY, a corporation of the State of Delaware and the Commonwealth of Virginia, whose address is Delmarva Power & Light Company, 500 N. Wakefield Drive, Newark, Delaware 19714-6066,

WITNESSETH, that for and in consideration of the sum of Ten Dollars ($10.00), the receipt of which is hereby acknowledged, Owner does hereby give, grant, bargain, sell, and convey to DELMARVA, its lessees, successors, and assigns, a perpetual right of way, privilege and easement (collectively the "Rights of Way"), to construct, operate, maintain and replace lines for the transmission and/or distribution of electricity, including the right to install or erect towers, poles, cables, and other supports, to guy, brace, relocate, and maintain the same, and to string, stretch, suspend, and construct thereon wires, cross arms, attachments, equipment, accessories, and other fixtures and appliances, necessary or convenient for the transmission and/or distribution of electric current and any other cables, fiber optic and other wires and appurtenances necessary for electric related telecommunication purposes, but excluding any cellular installations or similar uses, (collectively all such improvements are defined as the "Line"), on, over, under, upon, and across certain tracts of land belonging to Owner, or in which Owner has an interest, located in the State of Delaware, County of Kent, City of Dover, which lands are located within the Garrison Oak Technical Park or abut the east side of White Oak Road being:

Lot 6&7 (Tax Map No. LC- -05-068.00-02-07.00 Lot 7 and LC -05-068.00-02-06.00 Lot 6), the lands within the Garrison Oak Technical Park, having been granted to Owner by deed dated August 30, 1999, which is recorded in Book 327, Page 136, filed in the Office of the Recorder of Deeds in and for Kent County, Delaware.
Shallow Well (Tax Map No. LC-059.00-01-28.01), the land on the east side of White Oak Road, having been granted to Owner by deed filed November 1, 1990, which is recorded in Book C49, Page 84, filed in the Office of the Recorder of Deeds in and for Kent County, Delaware.

Specific reference is made to a description, plan or sketch locating said Rights of Way, prepared by Becker Morgan Group, dated August 19 & 21, 2013, attached hereto as Exhibit "A (Lot 7 Plant Take off Structure & Transmission Areas),B (Legal Description for Plant Take off Structure), C (Legal Description for Lot 7 Transmission Area), D (Lot 6 Transmission) & E (Lot 6 Transmission Legal Description), F (Shallow Well Area Transmission), G (Shallow Well Legal Description)" and made part of this document.

Together with the right to patrol, inspect, alter, improve, repair, rebuild, add to, relocate, replace, and remove such poles, supports, wires, cross arms, attachments, equipment, accessories, fixtures, and appliances, and all full enjoyment or use thereof, for the purpose above described, including the right of ingress and egress to, on, over, under, upon and across said Rights of Way, and the right, but not the obligation, to trim, cut, remove, and keep clear any and all trees, limbs, undergrowth, and other obstructions, including structures of all kinds, upon said Rights of Way, that may, in any way, now or hereafter, in the opinion of DELMARVA, endanger or in any way interfere with the proper construction or reconstruction, operation, or maintenance of said Line or in any way impede the access thereto. Owner shall have no right to relocate any of the Rights of Way.

Owner shall not erect or permit the erection of any structures and/or facilities within the limits of the area of the Rights of Way, except the Owner's existing shallow well building on the east side of White Oak Road, without the express written consent and approval of DELMARVA. Notwithstanding the above, Owner shall have the right to use the Rights of Way area for any lawful purpose not inconsistent with or in contravention of the rights hereby conferred upon DELMARVA.

DELMARVA shall pay Owner for any damage done by DELMARVA to crops, roads, fences, bridges, or other improvements of Owner while constructing or making repairs to or reconstructing or removing said Line.

Owner covenants that Owner has the right to convey said Rights of Way, that DELMARVA shall have quiet and peaceful possession, use, and enjoyment of said Rights of Way and the rights hereby conferred, and that Owner will execute such other further assurances thereof as may be requisite.

IN WITNESS WHEREOF, Owner and DELMARVA have hereunto affixed our hands and seals the day and year aforesaid.

OWNER:

THE CITY OF DOVER

_____
Name:

_____
Title: _____
Date: _____

DELMARVA:

DELMARVA POWER & LIGHT COMPANY

_____
Name:
Title: Vice President
Date: _____

It is further agreed that this Agreement and any rights and interest acquired pursuant hereto shall be binding upon and inure to the benefit of Owner and DELMARVA and their respective heirs, personal representatives, successors, and assigns, and same shall run with the land.

THE REMAINDER OF THE PAGE IS LEFT INTENTIONALLY BLANK.

STATE OF DELAWARE)
) SS.
COUNTY OF KENT)

BE IT REMEMBERED, that on this _____ day of _____, 2014, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid ,_____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity with the CITY OF DOVER, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument. I certify under penalty of perjury under the laws of the State of Delaware, that the foregoing paragraph is true and correct.

GIVEN under my Hand and Seal of office, the day and year aforesaid.

My commission expires: _____

_____
Notary Public
Print Name: _____

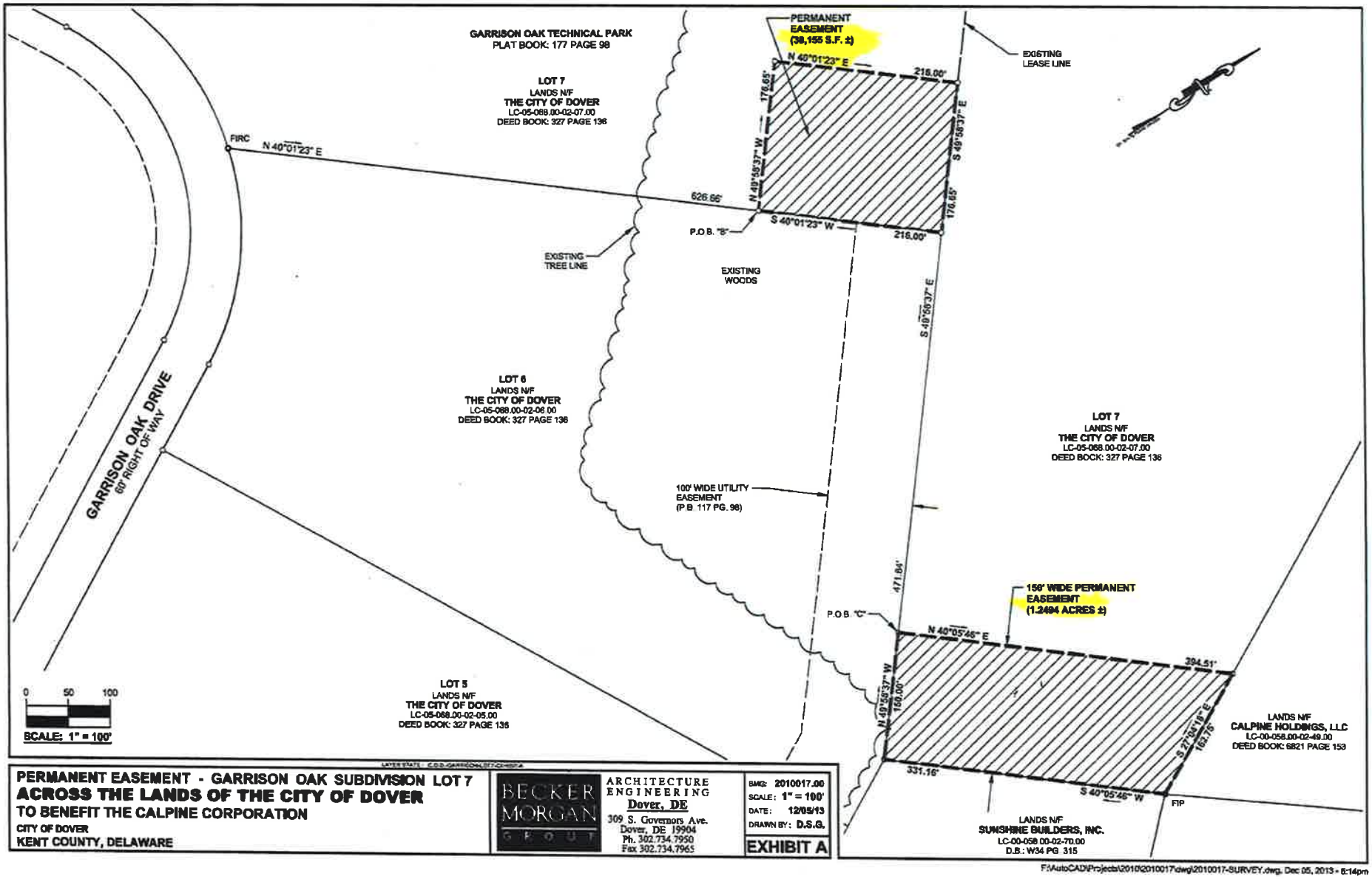
Print Name: _____

STATE/DISTRICT OF _____)
) SS.
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 2014, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid,_____, Authorized Representative of Delmarva Power & Light Company , who acknowledged himself to be the _____ of Delmarva Power & Light Company, and he, as such _____ of Delmarva Power & Light Company as he, as such _____, being authorized to do so, executed the aforegoing Lease Agreement for the purposes therein set forth
GIVEN under my Hand and Seal of office, the day and year aforesaid.

My commission expires: _____

_____
Notary Public
Print Name: _____



PERMANENT EASEMENT - GARRISON OAK SUBDIVISION LOT 7
ACROSS THE LANDS OF THE CITY OF DOVER
TO BENEFIT THE CALPINE CORPORATION
CITY OF DOVER
KENT COUNTY, DELAWARE

BECKER MORGAN GROUP
ARCHITECTURE
ENGINEERING
Dover, DE
309 S. Governors Ave.
Dover, DE 19904
Ph. 302.734.7950
Fax 302.734.7965

BMG: 2010017.00
SCALE: 1" = 100'
DATE: 12/05/13
DRAWN BY: D.S.G.

EXHIBIT A

F:\AutoCAD\Projects\2010\2010017\dwg\2010017-SURVEY.dwg, Dec 05, 2013 - 8:14pm

Exhibit "B"

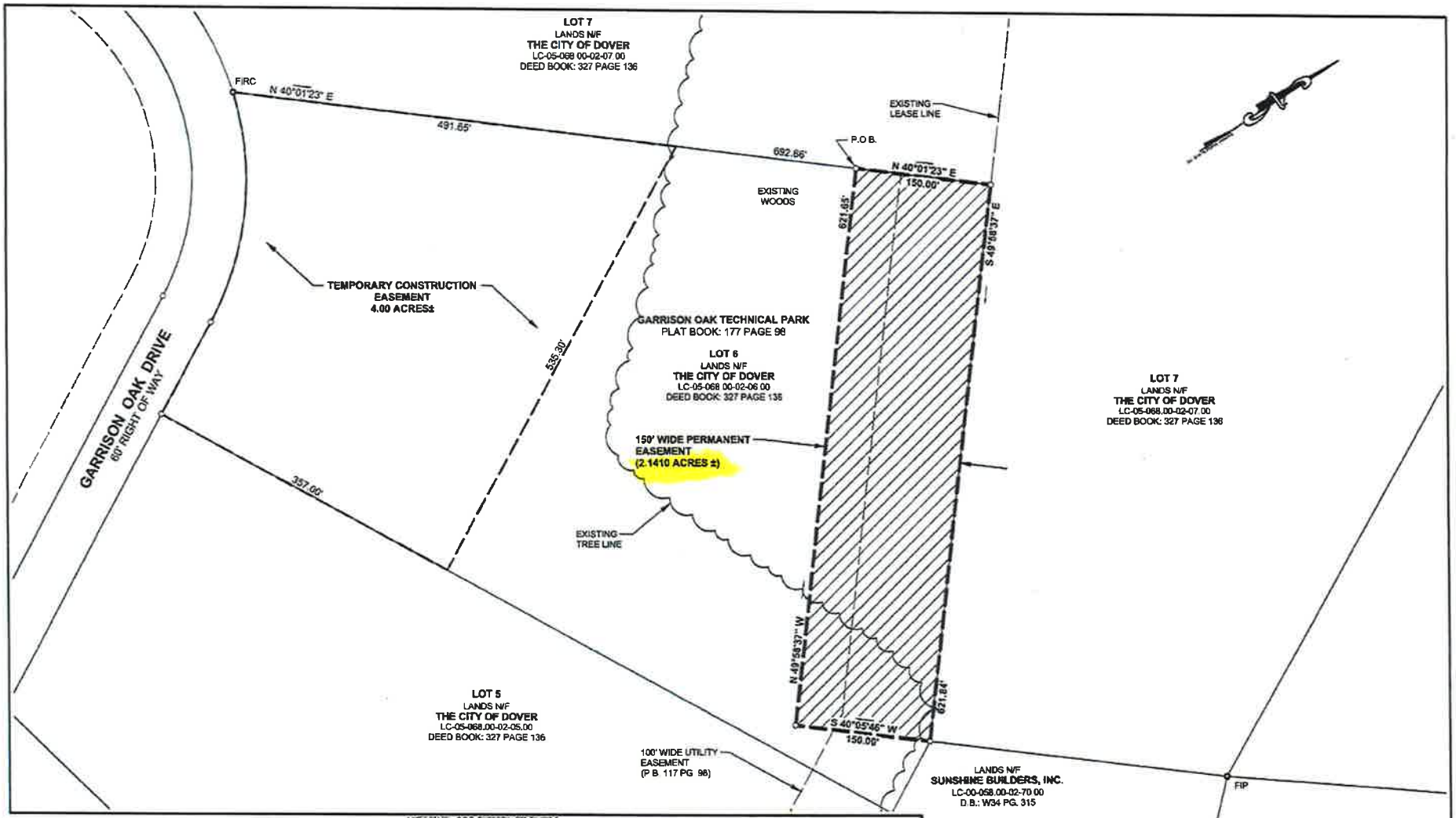
Permanent Easement
Across the lands of The City of Dover
Lot 7 - Garrison Oak Technical Park
To benefit the Calpine Corporation
Tax Map No.: LC-05-068.00-02-07.00

Beginning at a point in line with lands of the City of Dover Lot 6 and Lot 7 (Garrison Oak Technical Park - P.B. 177 Pg. 98) said point being North 40°01'23" East 626.66 feet as measured from a found iron rod with cap in line with easterly right of way of Garrison Oak Drive and at a corner for Lot 6 and Lot 7; thence from the point of beginning and running across lands of the City of Dover (Lot 7) the following three courses and distances 1) North 49°58'37" West 176.65 feet to a point; thence 2) South 40°01'23" West 216.00 feet to a point; thence 3) South 49°58'37" East 176.65 feet to a point at a corner for this parcel and Lot 6; thence running with said Lot 6 6) South 40°01'23" West 216.00 feet to the point and place of beginning and containing 38,155 square feet of land be the same more or less.

Exhibit "C"

150' Wide Permanent Easement
Across the lands of The City of Dover
Lot 7 - Garrison Oak Technical Park
To benefit the Calpine Corporation
Tax Map No.: LC-05-068.00-02-07.00

Beginning at a point in line with lands of the City of Dover Lot 6 and Lot 7 (Garrison Oak Technical Park - P.B. 177 Pg. 98) said point being the following two courses and distances North 40°01'23" East 842.66 feet; thence South 49°58'37" West 471.84 feet as measured from a found iron rod with cap in line with easterly right of way of Garrison Oak Drive and at a corner for Lot 6 and Lot 7; thence from the point of beginning and running across lands of the City of Dover (Lot 7) 1) North 40°05'46" East 394.51 feet to a point in line with lands of Calpine Holdings, LLC; thence running with said lands of Calpine Holdings, LLC 2) South 27°04'18" East 162.75 feet to a found iron pipe at a corner for this parcel and lands of Sunshine Builders, Inc.; thence running with said lands of Sunshine Builders, Inc. 3) South 40°05'46" West 331.16 feet to a point at a corner for this parcel and lands of the City of Dover (Lot 6); thence running with said Lot 6 4) North 49°58'37" West 150.00 feet to the point and place of beginning and containing 1.2494 acres of land be the same more or less.



PERMANENT EASEMENT - GARRISON OAK SUBDIVISION LOT 6
ACROSS THE LANDS OF THE CITY OF DOVER
TO BENEFIT THE CALPINE CORPORATION
CITY OF DOVER
KENT COUNTY, DELAWARE

BECKER MORGAN GROUP
ARCHITECTURE
ENGINEERING
Dover, DE
309 S. Governors Ave.
Dover, DE 19904
Ph. 302.734.7950
Fax 302.734.7965

BMG: 2010017.00
SCALE: 1" = 100'
DATE: 08/19/13
DRAWN BY: D,S,G,

EXHIBIT D

0 50 100
SCALE: 1" = 100'

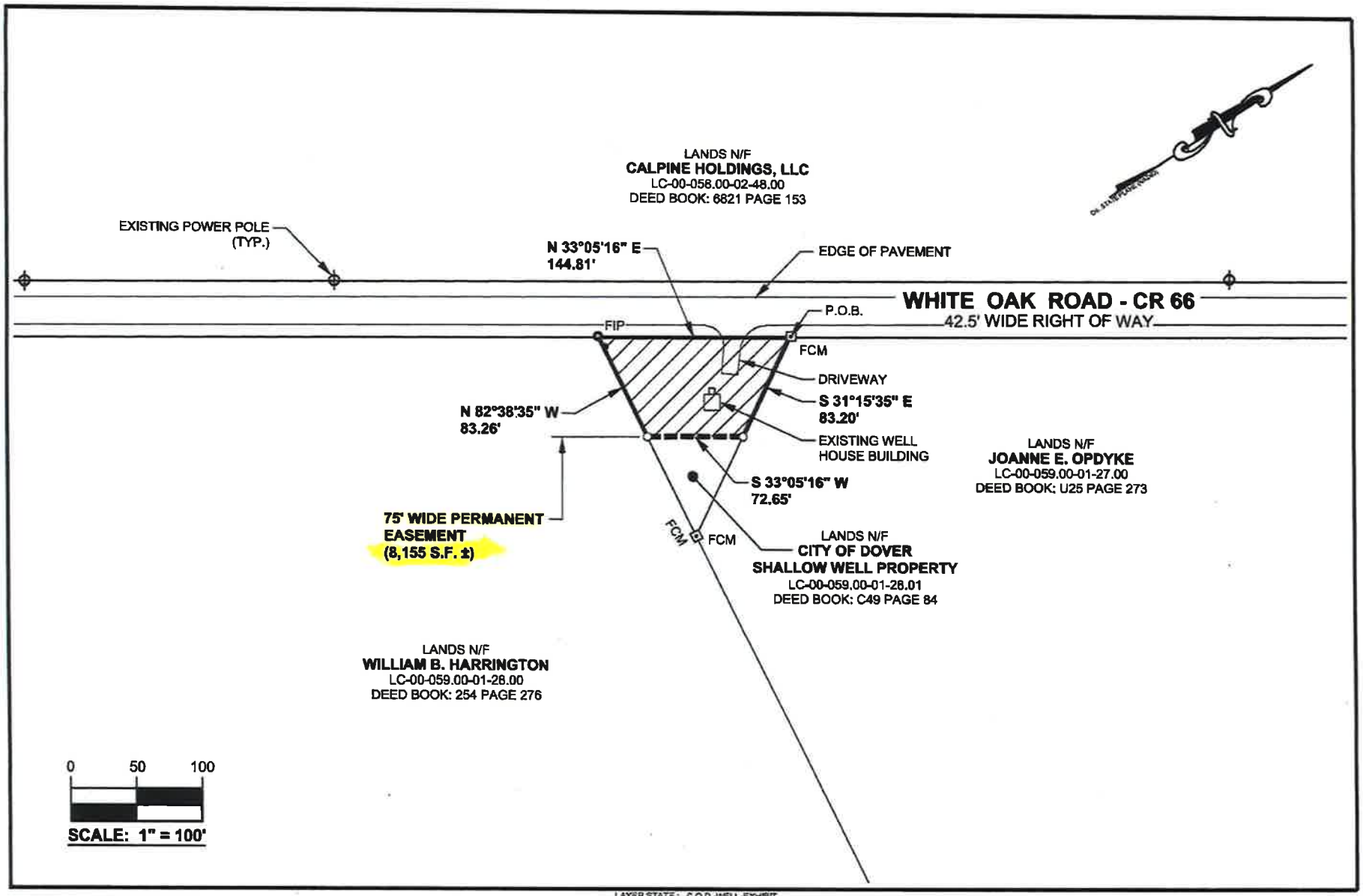
F:\AutoCAD\Projects\2010\2010017\dwg\2010017-SURVEY.dwg, Oct 10, 2013 - 11:49am

Exhibit "E"

Permanent Easement (150' wide)
Across the lands of The City of Dover
Lot 6 - Garrison Oak Technical Park
To benefit the Calpine Corporation
Tax Map No.: LC-05-068.00-02-06.00

Beginning at a point in line with lands of the City of Dover Lot 6 and Lot 7 (Garrison Oak Technical Park - P.B. 177 Pg. 98) said point being North 40°01'23" East 692.66 feet as measured from a found iron rod with cap in line with easterly right of way of Garrison Oak Drive and at a corner for Lot 6 and Lot 7; thence from the point of beginning and continuing with the said Lot 6 and Lot 7 the following two courses and distances 1) North 40°01'23" East 150.00 feet to a point; thence 2) South 49°58'37" East 621.84 feet to a point at a corner for this parcel and lands of Sunshine Builders, Inc.; thence turning and running across lands of the City of Dover (Lot 6) the following two courses and distances 3) South 40°05'46" West 150.00 feet to a point; thence 4) North 49°58'37" West 621.65 feet to the point and place of beginning and containing 2.1410 acres be the same more or less.

201001701cq-desc-COD-Garrison-Lot6.doc



LAYER STATE: C.O.D.-WELL-EXHIBIT

PERMANENT EASEMENT - SHALLOW WELL PROPERTY
ACROSS THE LANDS OF THE CITY OF DOVER
TO BENEFIT THE CALPINE CORPORATION

LITTLE CREEK HUNDRED
KENT COUNTY, DELAWARE

BECKER MORGAN GROUP
ARCHITECTURE
ENGINEERING
Dover, DE
309 S. Governors Ave.
Dover, DE 19904
Ph. 302.734.7950
Fax 302.734.7965

BMG: 2010017.00
SCALE: 1" = 100'
DATE: 12/17/13
DRAWN BY: D.S.G.

EXHIBIT F

F:\AutoCAD\Projects\2010\2010017\DWG\2010017-SURVEY.dwg, Dec 17, 2013 - 11:31am

Exhibit "G"

Permanent Easement (75' wide)
Across the lands of the City of Dover – Shallow Well Property
To benefit the Calpine Corporation
Tax Map No.: LC-00-059.00-01-28.01

Beginning at a found concrete marker in line with the easterly right of way line of White Oak Road (42.5' wide) and at a corner for lands now or formerly of the City of Dover and lands now or formerly of Joanne E. Opdyke; thence from the point of beginning and running with said lands of Opdyke 1) South 31°15'35" East 83.20 feet to a point in line with lands of the City of Dover; thence turning and running across said lands of the City of Dover 2) South 33°05'16" West 72.65 feet to a point in line with lands now or formerly of William B. Harrington; thence turning and running with said lands of William B. Harrington 3) North 82°38'35" West 83.26 feet to a found iron pipe in line with the easterly right of way line of White Oak Road; thence turning and running with the said easterly right of way line of White Oak Road 4) North 33°05'16" East 144.81 feet to the point and place of beginning and containing **8,155** square feet, be the same more or less.

201001701bn-desc-COD-Well.doc

Document "B"

Tax Parcel No. LC -00-059.00-01-20.01 *Execution Copy*

Prepared by and Return to:
John Watson
Calpine Corporation
500 Delaware Avenue, Suite 600,
Wilmington, DE 19801

AMENDED AND RESTATED EASEMENT AGREEMENT

THIS AMENDED AND RESTATED EASEMENT AGREEMENT (this "Easement Agreement" or this "Agreement"), dated as of _____, 2013, is entered into by and between the **CITY OF DOVER**, a municipal corporation of the State of Delaware, whose address is 15 E. Loockerman Street, DOVER, Delaware 19901 ("DOVER") and **DELMARVA POWER & LIGHT COMPANY**, a corporation of the State of Delaware and Commonwealth of Virginia, whose address is Delmarva Power & Light Company, c/o PHI Service Company, 500 N. Wakefield Drive, Newark, Delaware 19714-6066 ("DELMARVA"); and

Whereas, DOVER is the owner in fee simple of a certain tract of real property situate near 431 Donas Landing Road, DOVER, Delaware, upon which it has developed an electrical power substation facility (the "Property"); and

Whereas, DELMARVA is a public utility in the State of Delaware, as well as in other states, engaged in the furnishing of electrical utility service to subscribers throughout its respective service territories; and

Whereas, DOVER's electrical power substation facility is interconnected with the electrical transmission lines of DELMARVA, such interconnection being pursuant to that certain Interconnection Agreement effective September 12, 2004, between DELMARVA and DOVER ("Interconnect Agreement"), and all capitalized terms not otherwise defined in this Agreement, shall have the meaning given such terms in the Interconnect Agreement; and

Whereas, the facilities of DELMARVA necessary to accommodate the aforesaid interconnection have been installed upon a portion of the Property of DOVER's electrical power substation in close proximity to DELMARVA's rights-of-way (such portion of the Property, the "Original Easement Area"), as more particularly described in the Easement Agreement dated October 4, 2004, between DOVER and DELMARVA (the "Original Easement Agreement"); and

Whereas, DELMARVA now desires to expand its easement rights in respect to the Property to include an additional cross hatched area containing approximately 3.73 acres beyond the boundaries of the Original Easement Area, in order to facilitate, among other things, the installation of a new transmission line and related facilities on property of DOVER across that portion of the Property in that expanded easement area and temporary construction easement as shown on Exhibit "A", and described in Exhibit "B" (the "Expanded Easement Area"), attached hereto and made a part hereof.

NOW, THEREFORE, that for good and valuable consideration, the sufficiency, adequacy and receipt of which is hereby acknowledged by the parties, DOVER hereby grants and conveys to DELMARVA, its successors and assigns, a perpetual easement, except as hereafter provided, in, under through, upon, over and across the land of DOVER, to enter upon the same from time-to-time and use the Expanded Easement Area for the purposes of operating, maintaining, repairing, upgrading, cleaning installing erecting, altering, removing, inspecting, constructing, modifying, restoring, rebuilding, replacing and expanding within the Expanded Easement Area the switchyard facilities, transmission facilities and communication facilities required to provide communication services relative to the operation of the switchyard facilities which DELMARVA may, in its exclusive discretion and sole judgment, deem necessary or proper for the current and future conduct of its business; together with the right of ingress and egress along and over said Expanded Easement Area, for any and all of such purposes, and being shown on Exhibit "A" and more fully described on Exhibit "B", attached hereto and made a part hereof.

TO HAVE AND TO HOLD the easement shown on Exhibit "A" and described in Exhibit "B", which is intended to be granted and conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the only proper use and benefit, of DELMARVA, its successors and assigns.

SUBJECT, however, to easements, rights of way, restrictions, conditions and covenants of record.

AND SUBJECT, further to the following terms and conditions:

1. **NOTICE FOR ACCESS OVER DOVER'S LAND:** If DELMARVA's work within the Easement Area will require utilizing land of DOVER other than the herein previously described easement or if oversized or heavy equipment is required, seventy-two (72) hour advance notice shall be provided to DOVER and DOVER shall have the right to approve such access, which approval shall not be unreasonably withheld, before the commencement of any such work by DELMARVA, provided that in those situations where it is necessary for DELMARVA to perform emergency work to the switchyard facilities, the aforesaid seventy-two (72) hour advance notification provision shall not be applicable, however, DELMARVA shall notify the appropriate site manager of DOVER of its necessity for such access and the site manager shall specifically designate such access over other lands of DOVER. Notwithstanding anything contained herein to the contrary, any and all access to and over and work performed on the lands of DOVER by DELMARVA shall be

undertaken in such manner as to avoid or otherwise minimize any interference or adverse impact upon the business operations of DOVER. Following completion of any work performed by DELMARVA, DELMARVA shall restore DOVER's facilities, Property and improvements to substantially the same condition as existed before the commencement of such work.

2. **COMPLIANCE REQUIREMENTS:** DELMARVA shall perform all work in connection with the rights, privileges and authority herein granted and conveyed in a workmanlike manner, in compliance with all applicable laws, ordinances, regulations and other legal requirements, and any damage done to the land or premises of DOVER shall be promptly repaired and restored to substantially the same condition that existed immediately prior to such damage at the sole cost and expense of DELMARVA.

3. **TERMINATION:** In the event DELMARVA shall fail to maintain or use the fixtures, equipment, appurtenances and facilities erected, constructed or installed by it in, under, through, upon, over or across the Expanded Easement Area for a period of twenty-four (24) consecutive months, then the easement herein granted to DELMARVA shall be deemed abandoned, subject to the indemnity of paragraphs 9 and 10 between the parties, and upon the recordation of an affidavit in the land records of Kent County, Delaware, executed by a duly appointed and designated officer of DOVER reciting the abandonment of the easement as aforesaid, the easement herein granted to DELMARVA shall be null and void and of no further force and effect. Additionally, this Easement Agreement may be terminated by written agreement of the parties duly recorded in the land records of Kent County, Delaware.

4. **LOCAL PROPERTY TAXES:** The City of Dover agrees to pay 100% (one hundred percent) of the real estate taxes levied by Kent County, Delaware, upon the Property, excluding the improvements located in the Expanded Easement Area.

5. **RIGHT TO TRIM, ETC.:** Dover further grants and conveys to DELMARVA the right, privilege and authority to trim, cut and remove such tree branches, trees and other vegetation within the Expanded Easement Area which might, within the exclusive discretion and sole judgment of DELMARVA, interfere with or threaten the safe, proper, or convenient use, maintenance or operation of DELMARVA's facilities within the Expanded Easement Area. Additionally, DELMARVA shall have the right, privilege and authority to the non-exclusive use of a strip of land five feet (5) in width around the perimeter of the Expanded Easement Area for the purpose as aforesaid as well as for the purpose or repairs and maintenance to the fence and installation and maintenance of any ground wires installed underground under the perimeter of the easement area.

6. **GOVERNMENTAL COMPLIANCE:** DOVER and DELMARVA shall comply with the requirements of any applicable governmental regulations, codes, orders, standards guidelines or rules, including but not limited to, the National Electric Code and the National Electrical Safety Code, as applicable, to clearances for any buildings or structures.

7. **RELOCATION OF DELMARVA'S FACILITIES:** Except as herein provided, if DOVER shall, at any time, request DELMARVA to relocate any of DELMARVA's facilities within the Expanded Easement Area, to a different location or locations, DELMARVA shall do so at such location or locations as shall be mutually satisfactory to the parties hereto, at the sole cost and expense of DOVER, unless otherwise agreed. DELMARVA shall have the same rights and privileges in the new location or locations as in the former location or locations. Further, if DELMARVA shall request DOVER to relocate any of DOVER's facilities located within the Expanded Easement Area, DOVER shall do so at such location or location as shall be mutually satisfactory to the parties hereto, at the sole cost and expense of DELMARVA, unless otherwise agreed, and DOVER shall have the same rights and privileges in the new location or locations as in the former location or locations. If Dover shall, at any time, request DELMARVA to relocate any of those new transmission poles installed within the crosshatched section shown on Exhibit A, to a different location or locations, DELMARVA shall do so at such location or locations as shall be mutually satisfactory to the parties hereto, at the sole cost and expense of DELMARVA, unless otherwise agreed.

8. **INSPECTION AND ACCESS RIGHTS:** Each party agrees to grant the other party and the other party's employees and agents such access to the party's property and facilities as is reasonably necessary for the other party to inspect, operate, maintain, test and modify its respective facilities and otherwise carry out the respective obligations of the parties in accordance with the terms of this Easement Agreement and other agreements between the parties; provided, however, that such access will not unreasonably disrupt or interfere with normal operations of such party's business and that the party provided such access adheres to the safety rules and procedures established by the party providing access and observes all applicable safety standards, practices and procedure of the Occupational Safety and Health Administration, the National Electric Safety Code and good utility practices. Any injury shall be immediately reported to appropriate agencies and to the other party's designated representative. Any such inspection and test shall be at the expense of the party requesting such inspection and tests and consistent with good utility practices. As provided in the Interconnection Agreement between the parties, the facility and equipment of DELMARVA situate within the Expanded Easement Area shall have a lockable, visible disconnecting device accessible at all times to DELMARVA and DOVER personnel, which device shall disconnect the equipment and facilities of DELMARVA from the equipment and facilities of DOVER.

9. **LIABILITY AND INDEMNITY:** Neither party, by review, approval or acceptance of the plans, design, strength of material and specifications for any facilities and/or interconnections equipment installed by the other party, assumes any responsibility for the adequacy or accuracy of such plans or fitness of purpose of those plans or for damages or physical injury or death caused by such facilities and/or interconnection equipment to (i) the real or personal property of third persons or entities not a party to this Agreement, (ii) the real personal property and equipment of other party, including the facilities, the DELMARVA system, and the interconnection equipment, or (iii) any person who may come in contact with or upon the facilities, the DELMARVA system, and the interconnection equipment.

A. DELMARVA INDEMITY: DELMARVA hereby agrees to indemnify, protect, save and keep DOVER , its affiliates, directors, officers, shareholders, employees, agents, servants, contractors, invitees and successors (collectively, the "DOVER Indemnitees") harmless from and against any and all liabilities, obligations, losses, damages, claims, demands, government fines, judgments, assessments, actions, suits, costs, expenses and disbursements (including legal and expert fees and expenses) of any kind and nature whatsoever, including , but not limited to, expenses arising from damage to property of, and injury or death to, any person (including any DOVER Indemnitee which may be imposed on, incurred by or asserted at any time against any DOVER Indemnitee in any way relating to or arising out of DELMARVA's operation of the facility, the interconnect equipment or its performance or nonperformance under this Agreement by DELMARVA or any person under contract to DELMARVA, provided that DELMARVA shall not be required to indemnify any DOVER Indemnitee hereunder for any liabilities to the extent such liabilities result from the gross negligence or willful misconduct of any DOVER Indemnitee.

B. DOVER INDEMNITY: Dover hereby agrees to indemnify, protect, save and keep Delmarva , its affiliates, directors, officers, shareholders, employees, agents, servants, contractors, invitees and successors (collectively, the "DELMARVA Indemnitees") harmless from and against any and all liabilities, obligations, losses, damages, claims, demands, government fines, judgments, assessments, actions, suits, costs, expenses and disbursements (including legal and expert fees and expenses) of any kind and nature whatsoever, including , but not limited to, expenses arising from damage to property of, and injury or death to, any person (including any DELMARVA Indemnitee which may be imposed on, incurred by or asserted at any time against any DELMARVA Indemnitee in any way relating to or arising out of DOVER's operation of the facility, the interconnect equipment or its performance or nonperformance under this Agreement by DOVER or any person under contract to DOVER, provided that DOVER shall not be required to indemnify any DELMARVA Indemnitee hereunder for any liabilities to the extent such liabilities result from the gross negligence or willful misconduct of any DELMARVA Indemnitee.

10. **ENVIRONMENTAL RESPONSIBILITY:** It is further agreed that any future unlawful use, discharge, storage, and/or disposal of hazardous materials, as defined by applicable federal and state statutes, which is the result of any act or omission by either DOVER or DELMARVA, shall be the sole responsibility of the party causing such environmental condition, including all monetary expenses and/or fines levied by any governmental entity. The party causing such environmental condition shall also be solely responsible for undertaking such corrective measures as is necessary to remediate any environmental condition caused by that party, as well as restoring any Property affected by the environmental condition to applicable regulatory standards.

11. **WARRANTIES:** Each party covenants to warrant specially the rights granted herein and will execute such further assurances of the same as may be required.

12. **NOTICE:** Except as otherwise provided herein, all notices, demands or requests required or permitted to be given by either party to the other party under this Agreement or any instrument or document required or permitted to be delivered by either party shall be delivered (i) by depositing same in any United States Post Office, postage prepaid, for delivery by certified or registered mail, return receipt requested, addressed to the other party, (ii) by delivering same to any overnight courier service for delivery to the other party, or (iii) personally delivering same to the other party, at the following:

As to Dover:

Post Office Box 475
Dover, DE 19901
ATTN: CITY MANAGER
TELEPHONE: 302 736 7005

WITH COPIES TO:

860 BUTTNER PLAZA
DOVER, DE 19901
ATTN: ELECTRIC DIRECTOR
302 736 7091

AS TO DELMARVA POWER & LIGHT COMPANY
P.O. BOX 9239
NEWARK, DE 19714-9239
ATTENTION: MANAGER OF INTERCONNECTION AND ARRANGEMENTS
TELEPHONE: 302 454 5184

Notwithstanding the foregoing paragraph, any notice required hereunder, with respect to a system emergency or other occurrence requiring prompt attention, may be made orally by telephone, provided such notice shall be confirmed in writing as soon as practical thereafter. DOVER shall make such telephone notice directly to the DELMARVA Transmission Control Center.

Changes to the aforesaid addresses shall be made by the notice procedure hereinabove described.

13. **BINDING EFFECT:** All the covenants, terms, conditions and restrictions contained in this Easement Agreement shall be binding upon and inure to the benefit of the parties hereto, and to their respective heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property of DOVER, except as heretofore provided.

14. **INTERPRETATION:** Except for the provisions of paragraph 3 hereof as to the termination of this Agreement, in the event of a conflict between this Easement Agreement and the Interconnection Agreement, the conflict shall be resolved in favor of the Interconnection Agreement.

15. **FORCE MAJEURE:** An event of Force Majeure means any act of God, labor, disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage, or accident to machinery or equipment, any curtailment, order, regulation or restriction imposed by governmental military or lawfully established civilian authorities, or any other cause beyond a party's control. A Force Majeure event does not include an act of negligence or intentional wrongdoing. Neither DELMARVA nor DOVER will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure. However, a party whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement.

    If either party is rendered wholly or partially unable to perform its obligations under this Agreement because of Force Majeure, that party shall be excused from whatever performance is affected by the Force Majeure to the extent so affected, provided that:

    1. The non-performing party promptly, upon learning of the occurrence of the Force Majeure, gives the other party notice of such occurrence and within fourteen (14) days after the occurrence of the Force Majeure, gives the other party written notice describing the particulars of the occurrence; and
    2. The suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and

3. The non-performing party uses reasonable efforts to remedy its inability to perform. This sub-paragraph shall not require the settlement of any strike, walkout, lockout or any labor dispute on terms which, in the sole judgment of the party involved in the dispute, is contrary to its interest. It is understood and agreed that the settlement of strikes, walkouts, lockouts and other labor disputes shall be at the sole discretion of the party having the labor dispute; and
4. When the non-performing party is able to resume performance of its obligations under this Agreement that party shall give the other party written notice to that effect.

16. **RECORDATION OF EASEMENT AGREEMENT:** DELMARVA shall record this Easement Agreement in a timely fashion in the Clerk's Office for the Circuit Court of Kent County, Delaware, and may re-record it at any time as may be required to preserve DELMARVA's rights hereunder.

17. **APPLICABLE LAW:** The interpretation of and performance under this Easement Agreement shall be governed by and in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, DOVER AND DELMARVA caused the execution of this Easement Agreement by its duly designated officers.

CITY OF DOVER, Delaware

BY: _____ (SEAL)

Its: _____

DELMARVA POWER & LIGHT COMPANY

BY: _____ (SEAL)

Its: _____

State of Delaware)
)
County of Kent)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2013, and executed by _____, City Manager of the CITY OF DOVER, Delaware, on behalf of the municipal corporation.

My Commission Expires: _____

Notary Public: _____

Print Name: _____

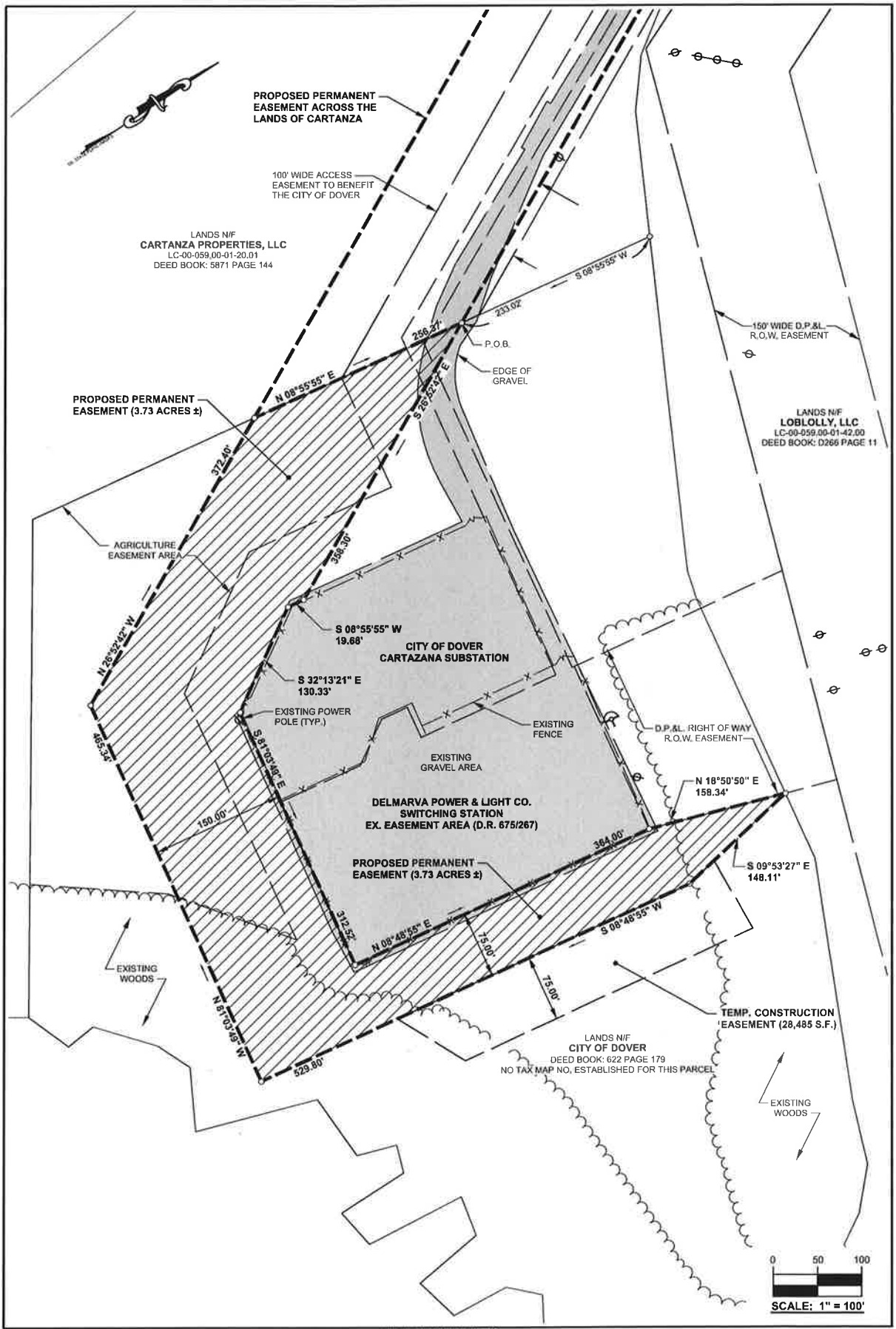
State of _____)
)
County of _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2013, and executed by _____, the _____ of DELMARVA POWER & LIGHT COMPANY on behalf of the corporation.

My Commission Expires: _____

Notary Public: _____

Print Name: _____



PERMANENT EASEMENT
ACROSS THE LANDS OF THE CITY OF DOVER
TO BENEFIT THE CALPINE CORPORATION
LITTLE CREEK HUNDRED
KENT COUNTY, DELAWARE

BECKER MORGAN GROUP
ARCHITECTURE ENGINEERING
Dover, DE
309 S. Governors Ave.
Dover, DE 19904
Ph. 302.734.7950
Fax 302.734.7965

BMG: 2010017.00
SCALE: 1" = 100'
DATE: 07/12/13
DRAWN BY: D.S.G.

EXHIBIT A

F:\AutoCAD\Projects\2010\2010017\dwg\2010017-SURVEY2.dwg 7/12/2013 5:38:31 PM EDT

Exhibit "B"

Permanent Easement (Width Varies)
Across the lands of the City of Dover
To benefit the Calpine Corporation
Tax Map No.: LC-00-059.00-01-20.01 (Portion of)

Beginning at a point in line with the lands now or formerly of the City of Dover and Cartanza Properties, LLC, said point being South 08°55'55" East 233.02 feet as measured from a corner for said lands of the City of Dover and Cartanza Properties, LLC; thence leaving said point of beginning and running across lands of the City of Dover the following six courses and distances 1) South 26°52'42" East 358.30 feet to a point; thence 2) South 08°55'55" West 19.68 feet to a point; thence 3) South 32°13'21" East 130.33 feet to a point; thence 4) South 81°03'49" East 312.52 feet to a point; thence 5) North 08°48'55" East 364.00 feet to a point; thence 6) North 18°50'50" East 158.34 feet to a point in line with the lands now or formerly of Loblolly, LLC; thence running back across the lands of the City of Dover the following four courses and distances 7) South 09°53'27" East 148.11 feet to a point; thence 8) South 08°48'55" East 529.80 feet to a point; thence 9) North 81°03'49" West 465.34 feet to a point; thence 10) North 26°52'42" West 372.40 feet to a point in line with said lands of Cartanza Properties, LLC; thence running with said lands of Cartanza Properties, LLC 11) North 08°55'55" East 256.37 feet to the point and place of beginning and containing 3.73 acres of land, be the same more or less.

201001701bn-desc-COD-Substation.doc

Document "C"

Tax Parcel No. LC-00-059.00-01-20.01 *Execution Copy*
(100' Access Easement to Cartanza Substation))

Prepared by and Return to:
John Watson
Calpine Corporation
500 Delaware, Suite 600
Wilmington, DE 19801

EASEMENT AND RIGHT OF WAY ACKNOWLEDGEMENT AND CONSENT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2013, by and between the CITY OF DOVER, a Delaware municipality, hereinafter called "Dover" being located at 15 Lookerman Street, Dover, Delaware 19901, and GARRISON ENERGY CENTER LLC, a Delaware limited liability company, for itself, its lessees, successors, and assigns, hereinafter called "GEC" being located at 500 Delaware Avenue, Suite 600, Wilmington, Delaware 19801.

WHEREAS: By Deed dated May 25, 2004, the CITY OF DOVER was granted an Access Road Easement, by Sandra L. Cartanza, across that one hundred (100) foot wide strip of land that runs from Donas Landing Road to the City of Dover's Cartanza substation, as described in the attached deed (Exhibit "A"), shown on plan marked Exhibit "B" & "B II" and described on Exhibit "C".

WHEREAS: GEC and the Cartanza Properties LLC, the current owner of the land under Dover's Access Road Easement, have entered into a Right of Way Option Agreement which, if exercised, will grant GEC a Permanent Easement and Right of Way Agreement across property that includes a portion of Dover's existing one hundred (100) foot wide Access Road Easement.

WITNESSETH, that for and in consideration of the sum of Ten Dollars ($10.00), the receipt of which is hereby acknowledged, Dover hereby accepts, consents and agrees to be bound to and by those rights being granted to GEC by the Cartanza Properties LLC ("Cartanza"), under the attached PERMANENT EASEMENT AND RIGHT OF WAY AGREEMENT (the "Cartanza/GEC Easement"), attached hereto and made a part hereof as Exhibit "D," to the extent such rights under the Agreement relate to the same area of land covered by Dover's rights under its Access Road Easement.

Rights being conveyed to GEC, its lessees, successors, and assigns, are as set forth in the Cartanza/GEC Easement.

THE REMAINDER OF THE PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, Owner and GEC have hereunto affixed our hands and seals the day and year aforesaid.

DOVER:
CITY OF DOVER

_____
Name: _____
Date: _____

GEC:
GARRISON ENERGY CENTER LLC

_____
Name:
Title: Vice President

10-9-13

STATE OF DELAWARE)
) SS.
COUNTY OF KENT)

BE IT REMEMBERED, that on this _____ day of _____, 2013, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid ,_____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity with the CITY OF DOVER, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument. I certify under penalty of perjury under the laws of the State of Delaware, that the foregoing paragraph is true and correct.

GIVEN under my Hand and Seal of office, the day and year aforesaid.

My commission expires: _____ _____
Notary Public
Print Name: _____

Print Name: _____

STATE OF DELAWARE)
) SS.
COUNTY OF NEW CASTLE)

BE IT REMEMBERED, that on this _____ day of _____, 2013, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid,_____, Authorized Representative of Garrison Energy Center LLC a Delaware limited liability company, party to this Instrument, known to me personally to be such, and acknowledges this Instrument to be his act and deed and the act and deed of said Limited Liability Company, that the signature of the Authorized Representative is in his own proper handwriting, and that his act of signing, sealing, acknowledging and delivering this Instrument represents consent by 100% of the members of said Delaware Limited Liability Company.

GIVEN under my Hand and Seal of office, the day and year aforesaid.

My commission expires: _____ _____
Notary Public
Print Name: _____

EXHIBIT "A"

R 622PG 179

014478

04 JN-21 P 02 15

RCVD BY BL MCKENNA
KENT CO REC OF DEEDS
$.00 FEES PAID

Tax Map No.: Portion of LC-00-059.00-01-20.01-000

Prepared By:
HUDSON, JONES, JAYWORK & FISHER
225 South State Street, Dover, DE 19901

Realty Transfer Tax Paid
$716 to Delaware (1.5%) 2%
$716 to KCRT Rcvd by P.O.

DEED

THIS DEED, Made This 25 Day of May, in the year of our Lord Two Thousand Four (2004),

BETWEEN, SANDRA L. CARTANZA, party of the first part,

-AND-

THE CITY OF DOVER, a municipal corporation, party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One ($1.00) Dollar lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grant and convey unto the said party of the second part, her heirs and assigns:

Parcel 1 (Land) TRACT A

Portion of Tax Map Parcel No. LC-00-059.00-01-20.01-000

ALL that certain lot, piece or parcel of land with all improvements thereon erected, situate in Little Creek Hundred, Kent County, State of Delaware, lying southeasterly of, but not adjacent to the southerly side of County Road #87 (Dmas Landing Road), a short distance east of County Road #86 (Savannah Road), being bounded on the northeast by lands now or formerly of Loblolly, LLC, on the south by the Herring Branch and lands now or formerly of Walker L. Mifflin Estate, and on the west and north by residue lands of Philip P. and Sandra L. Cartanza, and being all of the parcel of land as depicted upon a Conditional Use Site Plan for Proposed City of Dover Electric Substation as recorded in the Office of the Recorder of Deeds, Kent County Delaware, in Plat Book 70, Pages 80-84, as prepared by Scott Engineering, Inc., Consulting Engineers and Surveyors, Drawing No. 2281-02-1, dated July 16, 2002, last revised October 21, 2003, comprising of five (5) sheets, and being more particularly described as follows to wit:

BEGINNING for the same at a point in the southwesterly line for lands now or formerly of Loblolly, LLC at the headwaters of a ditch near the southeasterly end of an irrigation pond, said point being located the following six (6) courses from the point of commencement, said point of commencement being located in the center of a ditch at a

point of curvature in the southerly right-of-way line of County Road #87 (50.00 feet wide), said point of commencement also being the northeasterly most corner for residue lands of Philip P. and Sandra L. Cartanza and the northwesterly most corner for lands now or formerly of Loblolly, LLC: running from the said point of commencement with the line for lands of said Loblolly, LLC and more or less with the center of said ditch, (1) South 15° 05' 53" East – 47.60 feet to a point; thence (2) South 15° 04' 32" East – 433.93 feet to a point; thence (3) South 22° 35' 52" East – 101.43 feet to a point; thence (4) South 39° 08' 04" East – 64.30 feet to a point in the center of said ditch at the northwesterly end of the aforesaid irrigation pond; thence (5) running through said irrigation pond South 51° 08' 05" East – 521.55 feet to a point at the southeasterly end of said irrigation pond; thence (6) South 62° 58' 16" East – 31.70 feet to the point of beginning; thence from the said point of beginning continuing with the line for lands of Loblolly, LLC and more or less with the center of said ditch, the following ten (10) courses: (1) South 69° 15' 55" East – 323.03 feet to a point; thence (2) South 53° 38' 31" East – 276.12 feet to a point; thence (3) South 57° 56' 50" East – 78.02 feet to a point; thence (4) South 35° 05' 38" East – 56.05 feet to a point; thence (5) South 19° 00' 19" East – 39.23 feet to a point; thence (6) South 70° 02' 09" East – 67.95 feet to a point; thence (7) South 20° 05' 33" East – 41.81 feet to a point; thence (8) South 86° 56' 46" East – 39.52 feet to a point; thence (9) South 04° 11' 53" West – 41.20 feet to a point; thence (10) South 22° 25' 29" East – 47.60 feet to point more or less at the intersection with the center of the Herring Branch in line for lands now or formerly of Walker L. Mifflin Estate at a corner for this parcel and lands of said Loblolly, LLC; thence running more or less with the center of the said Herring Branch and with the line for lands of the said Mifflin Estate the following sixteen (16) courses: (1) South 12° 11' 33" West – 58.47 feet to a point; thence (2) South 33° 55' 00" West – 129.14 feet to a point; thence (3) North 82° 12' 47" West – 79.39 feet to a point; thence (4) South 57° 33' 41" West – 101.94 feet to a point; thence (5) North 46° 48' 15" West – 116.78 feet to a point; thence (6) South 57° 01' 37" West – 42.11 feet to a point; thence (7) South 16° 59' 58" West – 66.67 feet to a point; thence (8) South 88° 57' 43" West – 52.69 feet to a point; thence

(9) North 04° 44' 55" East – 82.87 feet to a point; thence (10) North 66° 12' 55" West – 46.46 feet to a point; thence (11) South 18° 02' 08" West – 115.89 feet to a point; thence (12) North 86° 22' 08" West – 47.28 feet to a point; thence (13) North 12° 26' 09" East – 89.00 feet to a point; thence (14) North 59° 12' 39" West – 92.09 feet to a point; thence (15) South 30° 48' 17" West – 45.86 feet to a point; thence (16) North 80° 14' 30" West – 77.43 feet to a point at a corner for this parcel, residue lands of Philip P. and Sandra L. Cartanza, and lands of said Walker L. Mifflin Estate; thence, running with a new line hereby created dividing this parcel and residue lands of said Cartanza, the following six (6) courses: (1) North 69° 15' 55" West – 483.63 feet to a point; thence (2) North 19° 55' 37" West – 221.23 feet to a point; thence (3) North 20° 44' 05" East - 384.71 feet to a point at the southwesterly side of the aforesaid irrigation pond; thence (4) running more or less with said irrigation pond, South 52° 31' 35" East - 160.16 feet to a point; thence (5) running in part with the same, South 69° 15' 55" East - 138.41 feet to a point; thence (6) North 20° 44' 05" East - 114.92 feet to a point, the **Place of Beginning.**

Containing within the above described metes and bounds 13.718 acres of land, be the same more or less.

Property benefitting from a 100 feet wide access easement as shown or noted on the above referenced Conditional Use Site Plan for Proposed City of Dover Electric Substation.

Hunting is expressly prohibited on the above described lands (Tract A of Parcel 1).

Parcel 1 TRACT B

Portion of Tax Map Parcel No. LC-00-059.00-01-20.01-000

ALL that certain lot, piece or parcel of land with all improvements thereon erected, situate in Little Creek Hundred, Kent County, State of Delaware, lying southeasterly of, but not adjacent to the southerly side of County Road #87 (Donas Landing Road), a short distance east of County Road #86 (Savannah Road), being bounded on the northeast by lands now or formerly of Loblolly, LLC, on the east by lands about to be conveyed to the City of Dover, on the south by the Herring Branch and lands now or formerly of Walker L. Mifflin Estate, and on the southwest and west by

residue lands of Philip P. and Sandra L. Cartanza, and being more particularly bounded and described as follows to wit:

BEGINNING for the same at a point in the southwesterly line for lands now or formerly of Loblolly, LLC in the northwesterly third of an irrigation pond, said point being located the following five (5) courses from the point of commencement, said point of commencement being located at a point of curvature in the southerly right-of-way line of County Road #87 (50.00 feet wide) in the center of a ditch, said point of commencement also being the northeasterly most corner for residue lands of Philip P. and Sandra L. Cartanza and the northwesterly most corner for lands now or formerly of Loblolly, LLC: running from the point of commencement with the line for lands of said Loblolly, LLC and more or less with the center of a ditch (1) South 15° 05' 53" East – 47.60 feet to a point; thence (2) South 15° 04' 32" East – 433.93 feet to a point; thence (3) South 22° 35' 52" East – 101.43 feet to a point; thence (4) South 39° 08' 04" East – 64.30 feet to a point in the center of a ditch at the northwesterly end of the aforesaid irrigation pond; thence (5) running through said irrigation pond South 51° 08' 05" East – 142.45 feet to the point of beginning; thence from the said point of beginning continuing through the said pond and with the line for lands of said Loblolly, LLC, South 51° 08' 05" East – 379.10 feet to a point at the southeasterly end of said pond at the beginning of a ditch; thence running more or less with the center of said ditch and continuing with the line for lands of said Loblolly, LLC South 62° 58' 16" East – 31.70 feet to a point in said ditch in line for lands of said Loblolly, LLC; thence leaving said ditch and the line for said Loblolly, LLC and running the following six (6) courses: (1) South 20° 44' 05" West - 114.92 feet to a point; thence (2) North 69° 15' 55" West - 138.41 feet to a point; thence (3) North 52° 31' 35" West - 160.16 feet to a point; thence (4) South 20° 44' 05" West - 384.71 feet to a point; thence (5) South 19° 55' 37" East - 211.23 feet to a point; thence (6) South 69° 15' 55" East - 483.63 feet to a point in the line for lands now or formerly of Walker L. Mifflin Estate in the center of the Herring Branch; thence running with the line for lands of said Walker L. Mifflin Estate and more

or less with the center of said Herring Branch the following six (6) courses: (1) South 30° 28' 28" West – 141.56 feet to a point; thence (2) North 49° 34' 04" West – 72.47 feet to a point; thence (3) South 78° 30' 30" West – 44.11 feet to a point; thence (4) South 61° 55' 36" West – 75.84 feet to a point; thence (5) South 06° 11' 23" West – 35.60 feet to a point; thence (6) South 81° 41' 15" West – 55.61 feet to a point at a corner for this parcel and residue lands of said Cartanza; thence running with a new line dividing this parcel and residue lands of said Cartanza, the following two (2) courses: (1) North 44° 21' 27" West – 560.98 feet to a point; thence (2) North 20° 44' 05" East – 763.50 feet to a point, the Place of Beginning.

Containing within the above described metes and bounds 5.298 acres of land, . be the same more or less.

Parcel 2 (Access Road Easement)

The party of the first part further grants and conveys unto the party of the second part an easement for ingress and egress to and from Parcel 1 above and the public road for full access to the electrical substation being constructed upon Parcel 1 and all endeavors related thereto, subject to the following:

a. The party of second part, as part of the easement rights, may, and shall, construct a road (herein "Access Road") across the Access Road Easement area, and in doing so the party of the second part shall reinforce the said Access Road to protect the subsurface irrigation piping system of the party of the first part from damage from traffic and use operations on the Access Road.

b. The property subject to this easement granted as Parcel No. 2 is subject to the following Agricultural Preservation Easement Restrictions, to-wit; The easement use shall be limited to only the area necessary to accommodate the public utility and access use; the area of utility and access use shall be located so as to minimize, to the maximum extent practical, the impact on farming activities and operations; and no commercial advertising or commercial activities unrelated to the utility and access use shall be conducted on the area of the utility and access use.

c. The description of the location of said Access Road Easement is as follows:

ALL that certain 100 feet wide strip of land lying on the northeasterly side of the lands of Philip P. and Sandra L. Cartanza, situate in Little Creek Hundred, Kent County, State of Delaware, said strip of land being a 100 feet wide access easement leading from County Road #87 (Donas Landing Road) to the lands for the new City of Dover electric substation, and being all of the parcel of land as depicted upon a Conditional Use Site Plan for Proposed City of Dover Electric Substation as recorded in the Office of the Recorder of Deeds, Kent County Delaware, in Plat Book 71, Pages 67-71, as prepared by Scott Engineering, Inc., Consulting Engineers and Surveyors, Drawing No. 2281-02-1, dated July 16, 2003, last revised March 8, 2004, comprising of five (5) sheets, and being more particularly described as follows to wit:

BEGINNING for the same at a point of curvature in the southerly right-of-way line of County Road #87 (50 feet wide) in the center of a ditch, said point also being the northeasterly most corner for residue lands of Philip P. and Sandra L. Cartanza and the northwesterly most corner for lands now or formerly of Loblolly, LLC; thence from the said point of beginning running in part more or less with the center of said ditch and with the lands of said Loblolly, LLC, South 15° 05' 53" East – 47.60 feet to a point; thence continuing with the same South 15° 04' 32" East – 433.93 feet to a point; thence leaving said ditch and said lands of Loblolly, LLC and running through lands of said Cartanza, South 15° 04' 32" East – 445.38 feet to a point in the westerly line for lands of the City of Dover Electric Substation; thence running with the westerly line of said substation lands South 20° 44' 05" West 170.91 feet to a point; thence leaving the westerly line of said substation lands and running through the lands of said Cartanza, North 15° 04' 32" West – 1,013.45 feet to a point in the southerly line of County Road #87; thence running with the southerly line of County Road #87, N 45° 18' 08" East – 49.67 feet to a point of curvature; thence running with the same in a northeasterly

direction along a 478.45 feet radius curve to the right, said curve having a chord bearing of North 49° 05' 03" East and a chord length of 63.12 feet, an arc length of 63.16 feet to a point, the **Place of Beginning.**

Containing within the above described metes and bounds 97,165 sq. ft. (2.2306 acres) of land, be the same more or less.

EXCEPTING AND RESERVING unto the party of the first part, the following:

1. As to Parcel 1 and as to the Access Road and Access Road Easement area as defined in Parcel 2 herein, the party of the first part, in addition to any other rights not inconsistent with the party of the second part's easement, specifically reserves the following rights:

a. The right to place and maintain in Parcel 2 subsurface irrigation piping system(s) to draw water from the "irrigation pond" (hereinafter defined), provided that if at such time of installation and/or maintenance of same the Access Road is disturbed by the party of the first part, the said party shall be responsible to restore same forthwith to its predisturbance status.

b. The right to operate moving irrigation system(s) on the surface of Parcel 1, the Access Road, and the Access Easement Area, provided that: (i) reasonable access to the electrical substation on Parcel 1 is not denied; (ii) said irrigation system may not be parked on such area when the irrigation system is not in operation; (iii) the irrigation equipment must not physically contact the improvements erected upon Parcel 1.

2. There is an existing pond (herein the "Irrigation Pond") located all or in part on Parcel 1. The party of the first part reserves an easement on Parcel 1 and Parcel 2 to access the Irrigation Pond to improve and maintain it as an Irrigation Pond and to draw the water therefrom to irrigate other lands of the party of the first part.

3. As to Parcel A and Parcel B described hereafter, the party of the first part does reserve the right to farm (planting, growing and harvesting of crops) on said parcels, including all normal farming endeavors related thereto, but the party of the first part must take care not to hit or spray upon the electrical substation itself; and is prohibited from applying fertilizers, lime, etc. in a manner that would drift on to the electrical substation area due to the risk that such chemical agents will result in corrosion of substation components. Said parcels upon which said farming easement covers are as follows:

Parcel A

Agricultural Land

ALL that certain lot, piece or parcel of land situate in Little Creek Hundred, Kent County, State of Delaware, lying between the City of Dover electric substation westerly perimeter fence and the westerly property line of the City of Dover electric substation, and being designated as lands to be used for agricultural purposes as depicted upon a Conditional Use Site Plan for Proposed City of Dover Electric Substation as recorded in the Office of the Recorder of Deeds, Kent County Delaware, in Plat Book 71, Pages 67-71, as prepared by Scott Engineering, Inc., Consulting Engineers and Surveyors, Drawing No. 2281-02-1, dated July 16, 2002, last revised March 8, 2004, comprising of five (5) sheets, and being more particularly described as follows to wit:

BEGINNING for the same at a point in the westerly property line of the City of Dover electric substation parcel at the southwesterly end of a 100 feet wide access easement, said point being located the following six (6) courses from the point of commencement, said point of commencement being located at a point of curvature in the southerly right-of-way line of County Road #87 (50 feet wide) in the center of a

ditch, said point of commencement also being the northeasterly most corner for residue lands of Philip P. and Sandra L. Cartanza and the northwesterly most corner for lands now or formerly of Loblolly, LLC: running from the point of commencement with the line for lands of said Loblolly, LLC and more or less with the center of a ditch (1) South 15° 06' 53" East – 47.60 feet to a point; thence (2) South 16° 04' 32" East – 433.93 feet to a point; thence (3) South 22° 35' 52" East – 101.43 feet to a point; thence (4) South 39° 08' 04" East – 64.30 feet to a point in the center of a ditch at the northwesterly end of an irrigation pond; thence (5) running through said irrigation pond South 51° 05' 05" East – 142.45 feet to a point; thence (6) continuing in part through said irrigation pond and in part along the easterly end of a 100 feet wide access easement, South 20° 44' 05" West – 381.71 feet to the point of beginning; thence from the said point of beginning running across lands of the City of Dover electric substation South 69° 15' 55" East - 135.00 feet to a point; thence running more or less parallel to the City of Dover electric substation fence the following three (3) courses: (1) South 20° 44' 05" West - 175.56 feet to a point; thence (2) South 20° 17' 43" East - 175.27 feet to a point; thence (3) South 69° 15' 39" East - 304.88 feet to a point at the edge of a woods line; thence running more or less with the edge of the woods line South 64° 59' 58" West - 153.77 feet to a point; thence continuing with the same South 49° 14' 34" West - 156.05 feet to a point in the southwesterly property line of the City of Dover electric substation parcel, said line separating the electric substation parcel and residue lands of said Cartanza; thence running with the line separating said lands of the City of Dover electric substation and said residue lands of Cartanza North 44° 21' 27" West - 411.39 feet to a point; thence continuing with the same, North 20° 44' 05" East - 381.79 feet to a point, the **Place of Beginning.**

Containing within the above described metes and bounds 128,312 sq. ft. (2.9456 acres) of land, be the same more or less.

Parcel B
Irrigation Pond

ALL that certain lot, piece or parcel of land situate in Little Creek Hundred, Kent County, State of Delaware, lying between the northerly side of the City of Dover electric substation perimeter fence and the northerly property line of the City of Dover electric substation, and being a portion of the irrigation pond as depicted upon a Conditional Use Site Plan for Proposed City of Dover Electric Substation as recorded in the Office of the Recorder of Deeds, Kent County Delaware, in Plat Book 71, Pages 67-71, as prepared by Scott Engineering, Inc., Consulting Engineers and Surveyors, Drawing No. 2281-02-1, dated July 16, 2002, last revised March 8, 2004, comprising of five (5) sheets, and being more particularly described as follows to wit:

BEGINNING for the same at a point in the southwesterly line for lands now or formerly of Loblolly, LLC in the northwesterly third of an irrigation pond, said point being located the following five (5) courses from the point of commencement, said point of commencement being located at a point of curvature in the southerly right-of-way line of County Road #87 (50 feet wide) in the center of a ditch, said point of commencement also being the northeasterly most corner for residue lands of Philip P. and Sandra L. Cartanza and the northwesterly most corner for lands now or formerly of Loblolly, LLC: running from the point of commencement with the line for lands of said Loblolly, LLC and more or less with the center of a ditch (1) South 15° 05' 52" East – 47.60 feet to a point; thence (2) South 15° 04' 32" East – 433.93 feet to a point; thence (3) South 22° 35' 52" East – 101.43 feet to a point; thence (4) South 39° 08' 04" East – 64.30 feet to a point in the center of a ditch at the northwesterly end of the aforesaid irrigation pond; thence (5) running through said irrigation pond South 51° 08' 05" East – 142.45 feet to the point of beginning; thence from the said point of beginning, continuing through the said pond and with the line for lands of said Loblolly, LLC, South 51° 08' 05" East – 373.68 feet to a point at the southeasterly end of said pond near the beginning of a ditch; thence running with the bank of said pond the following three (3)

courses: (1) South 29° 26' 54" West – 111.18 feet to a point; thence (2) South 71° 44' 44" West – 29.73 feet to a point; thence (3) in a northwesterly direction along a 637.78 feet radius curve to the right, said curve having a chord bearing of North 60° 11' 49" West and a chord length of 333.48 feet, an arc length of 337.40 feet to a point; thence leaving said pond bank and running through said pond North 20° 44' 05" East – 135.93 feet to a point, the Place of Beginning.

Containing within the above described metes and bounds 52,640 sq. ft. (1.2084 acres) of land, be the same more or less.

4. In the exercise of the rights reserved unto the party of the first part in paragraphs 1, 2 and 3 immediately above, the party of the first part shall indemnify and save harmless the party of the second part from liability arising from the party of the first part's exercise of said rights as reserved.

5. Seller shall practice good husbandry on Parcels A and B immediately above.

ALL RIGHTS, interests and obligations herein of the party of the first part and of the party of the second part shall enure to the benefit of, and be binding upon, the heirs, executors, administrators, successors and assigns of the parties hereto.

AND THE LANDS DESCRIBED HEREIN BEING part of the same lands and premises as were conveyed unto Philip P. Cartanza and Sandra L. Cartanza, husband and wife, by deed of Schiff Farm, Inc. of the State of Delaware, dated June 5, 1986, and recorded in the Office of the Recorder of Deeds, in and for Kent County, State of Delaware, in Deed Record Book C, Volume 42, Page 276. Title vested solely in Sandra Cartanza, the party of the second part, as surviving tenant by the entirety upon the death of Philip P. Cartanza October 2, 2001.

SUBJECT, however, to the reservations, restrictions, conditions and covenants of record and subject to such state of facts as an accurate survey and/or inspection of the

lands and premises will disclose; the operation and effect of any zoning laws, and building restrictions imposed by public authority; and easements and public utility grants of record.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal, the day and year aforesaid.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness

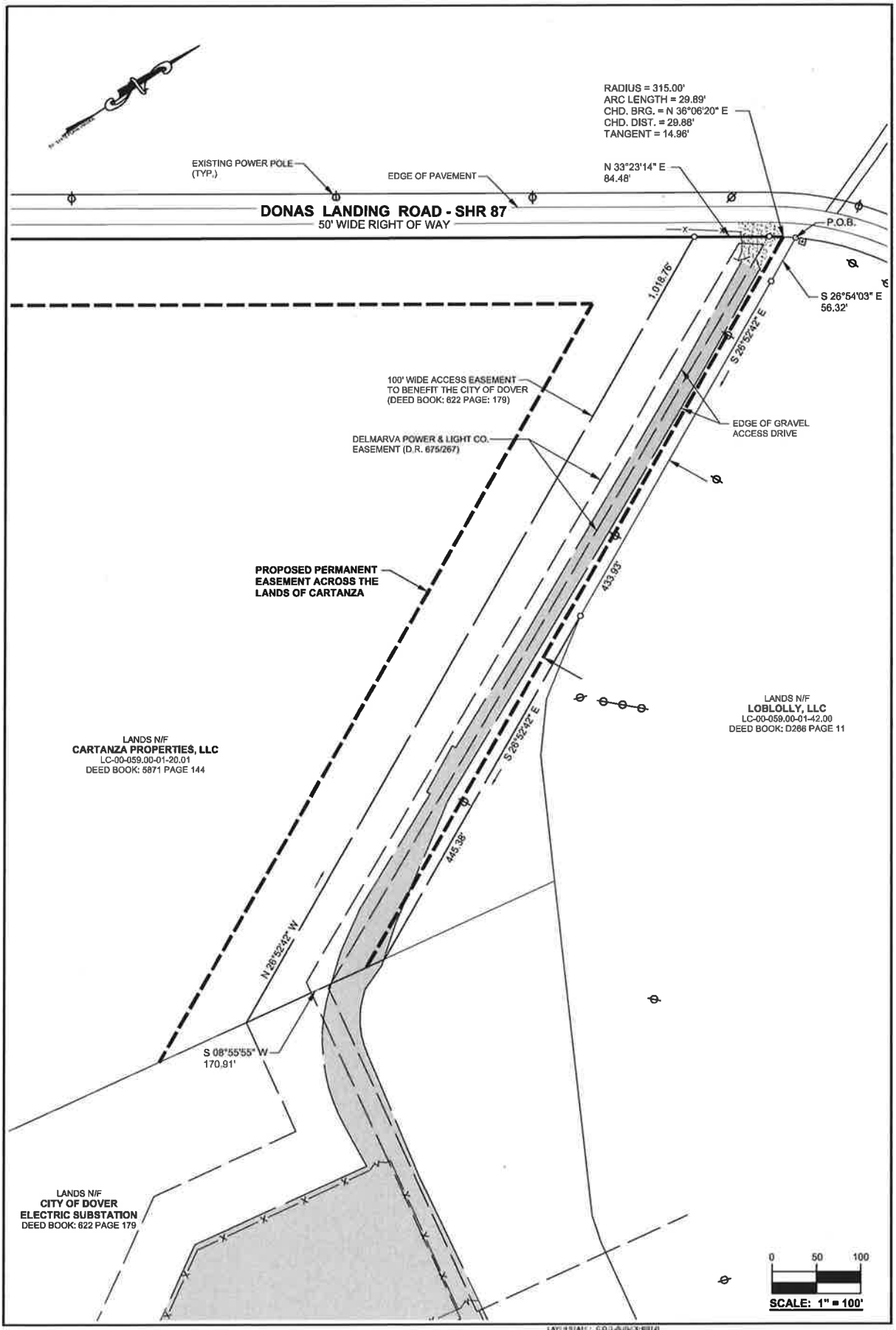
Sandra L. Cartanza (SEAL)
Sandra L. Cartanza

STATE OF DELAWARE :
: ss.
COUNTY OF KENT :

BE IT REMEMBERED, that on this 25 day of May, A.D. 2004, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Sandra L. Cartanza, party to this Indenture, known to me personally to be such, and she acknowledged this Indenture to be her Act and Deed.

Crystal L Carey
Notary Public

CRYSTAL L. CAREY
Delaware Attorney at Law with
Power to Act as Notary Public
Per 29 DEL.C. § 4323(a)(3)



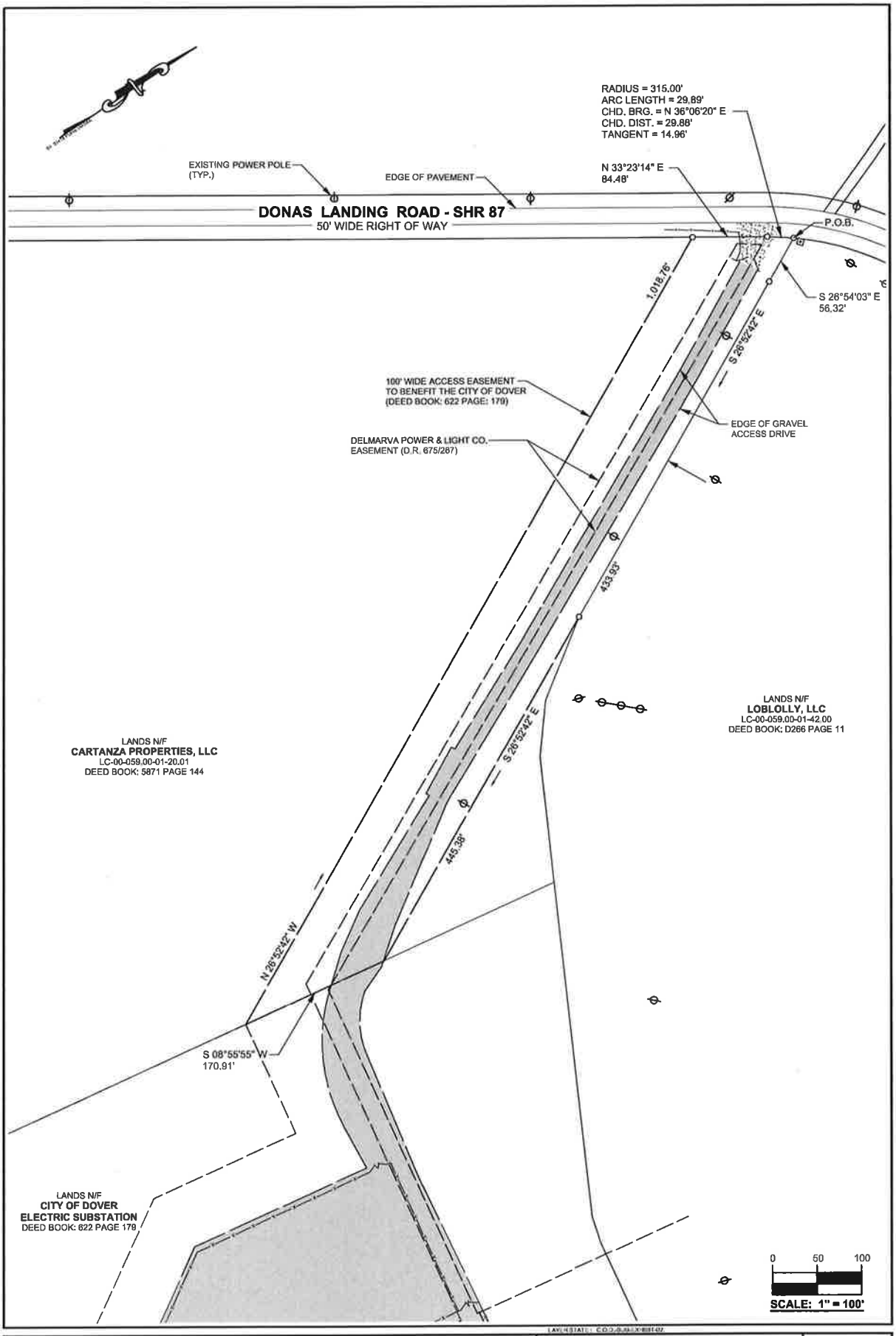
EXISTING ACCESS EASEMENT
ACROSS THE LANDS OF THE CARTANZA
TO BENEFIT THE CITY OF DOVER
LITTLE CREEK HUNDRED
KENT COUNTY, DELAWARE

BECKER MORGAN GROUP
ARCHITECTURE ENGINEERING
Dover, DE
309 S. Governors Ave.
Dover, DE 19904
Ph. 302.734.7950
Fax 302.734.7965

BMG: 2010017.00
SCALE: 1" = 100'
DATE: 07/12/13
DRAWN BY: D.S.G.

EXHIBIT B

F:\AutoCAD\Projects\2010\2010017\dwg\2010017-SURVEY2.dwg 7/12/2013 5:32:27 PM EDT



EXISTING ACCESS EASEMENT
ACROSS THE LANDS OF THE CARTANZA
TO BENEFIT THE CITY OF DOVER
LITTLE CREEK HUNDRED
KENT COUNTY, DELAWARE

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309 S. Governors Ave.
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Fax 302.734.7965

BMG: 2010017.00
SCALE: 1" = 100'
DATE: 04/21/13
DRAWN BY: D.S.G.

EXBH. B II

F:\AutoCAD\Projects\2010\2010017\dwg\2010017-SURVEY.dwg 10/10/2013 2:02:57 PM EDT

Exhibit "C"

Permanent Easement (100' wide)
Across the lands of Cartanza Properties, LLC
To benefit the City of Dover
Tax Map No.: LC-00-059.00-01-20.01

Beginning at a point in line with the easterly right of way line of Donas Landing Road (50' wide) and at a corner for lands now or formerly of Cartanza Properties, LLC and lands now or formerly of Loblolly, LLC; thence running with said lands of Loblolly, LLC the following two courses and distances 1) South 26°54'03" East 56.32 feet to a point; thence 2) South 26°52'42" East 433.93 feet to a point at a corner for lands now or formerly of Cartanza Properties, LLC; thence; turning and running across said lands of Cartanza Properties, LLC 3) South 26°52'42" East, 445.38 feet to a point in line with lands now or formerly of the City of Dover; thence turning and running with said lands of the City of Dover 4) South 08°55'55" West 170.91 feet to a point in line with said lands of Cartanza Properties, LLC; thence turning and running across said lands of Cartanza Properties, LLC 5) North 26°52'42" West 1,018.76 feet to a point in line with the easterly right of way line of Donas Landing Road; thence turning and running with said right of way line of Donas Landing road the following two courses and distances 6) North 33°23'14" East 84.48 feet to a point; thence 7) along the arc of a circle curving to the right and having a radius of 315.00 feet and having an arc length of 29.89 feet, chord bearing and distance of said arc being North 36°06'20" East 29.88 feet to the point and place of beginning and containing 97,786 square feet, be the same more or less.

Tax Parcel No. LC-00-059.00-01-20.01 *Execution Copy* Exhibit "D"

Prepared by and Return to:
John Watson
Calpine Corporation
500 Delaware Avenue, Suite 600
Wilmington, DE 19801

PERMANENT EASEMENT AND RIGHT OF WAY AGREEMENT

THIS AGREEMENT made this _____ day of September, 2013, by and between CARTANZA PROPERTIES, LLC, hereinafter called "Owner", and GARRISON ENERGY CENTER, LLC, a Delaware limited liability company, for itself, its lessees, successors, and assigns, hereinafter called "GEC".

WITNESSETH, that for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Owner does hereby give, grant, bargain, sell, and convey to GEC, its lessees, successors, and assigns, a perpetual right of way, privilege and easement (collectively the "Right of Way"), to construct, operate, maintain and replace lines for the transmission and/or distribution of electricity, including the right to install or erect towers, poles, cables, and other supports, to guy, brace, relocate, and maintain the same, and to string, stretch, suspend, and construct thereon wires, cross arms, attachments, equipment, accessories, and other fixtures and appliances, necessary or convenient for the transmission and/or distribution of electric current and any other cables, fiber optic and other wires and appurtenances necessary for electric related telecommunication purposes, but excluding any cellular installations or similar uses, (collectively all such improvements are defined as the "Line"), on, over, under, upon, and across certain tracts of land belonging to Owner, or in which Owner has an interest; located in the State of Delaware, County of Kent, which land located on the east side of Donas Landing Road, north of Rt. 9, Dover, Delaware (Tax Map No. LC-00-059.00-01-20.01) the land having been granted to Owner from Sandra L. Cartanza, by Deed dated July 15, 2011, which is recorded in the Office of the Recorder of Deeds in and for Kent County, Delaware in Deed Book 5871, Page 144.

Specific reference is made to a description and plan locating said Right of Way prepared by Becker Morgan Group, dated January 16, 2013, attached hereto as Exhibit "A, B, C, D & E" and made part of this document.

Together with the right to patrol, inspect, alter, improve, repair, rebuild, add to, relocate, replace, and remove such poles, supports, wires, cross arms, attachments, equipment, accessories, fixtures, and appliances, and all full enjoyment or use thereof, for the purpose above described, including the right of ingress and egress to, on, over, under, upon and across said Right of Way, and the right, but not the obligation, to trim, cut, remove, and keep clear any and all trees, limbs, undergrowth, and other obstructions, including structures of all kinds, upon said Right of Way, that may, in any way, now or hereafter, in the opinion of GEC, endanger or in any way interfere with the proper construction or reconstruction, operation, or maintenance of said

Line or in any way impede the access thereto. Owner shall have no right to relocate the Right of Way.

Owner shall not erect or permit the erection of any structures and/or facilities within the limits of the area of the Right of Way, without the express written consent and approval of GEC. Notwithstanding the above, Owner shall have the right to use the Right of Way area for any lawful purpose not inconsistent with or in contravention of the rights hereby conferred upon GEC.

Any poles, towers, supports, structures, guide wires, or any other improvements associated with use of the easement by GEC shall be constructed so as not to interfere with the current irrigation system and, notwithstanding anything else set forth herein to the contrary, GEC shall not have the right to remove, modify, or otherwise alter the existing irrigation system and any repairs or replacements thereof.

GEC shall pay Owner for any damage done by or attributable to the actions of GEC to crops, roads, fences, bridges, or any other improvements of Owner while constructing, repairing, reconstructing, maintaining, accessing or removing said Line, regardless of the theory of liability or recovery.

Owner covenants that Owner has the right to convey said Right of Way, that GEC shall have quiet and peaceful possession, use, and enjoyment of said Right of Way and the rights hereby conferred, and that Owner will execute such other further assurances thereof as may be requisite.

Owner agrees that the pole line along White Oak Road will be installed as close to the edge of the State rights of way as possible.

Only one pole line will be installed under this right of way agreement.

The exact pole locations will be staked in the field prior to installation. The pole location may be adjusted within the right of way in the future should the pole require relocation in conjunction with a highway, governmental or any other project.

It is further agreed that this Agreement and any rights and interest acquired pursuant hereto shall be binding upon and inure to the benefit of Owner and GEC and their respective heirs, personal representatives, successors, and assigns, and same shall run with the land.

IN WITNESS WHEREOF, Owner and GEC have hereunto affixed our hands and seals the day and year aforesaid.

OWNER:

CARTANZA PROPERTIES, LLC

_____
Name: Chris Cartanza

_____
Name: Mark Cartanza

_____
Name: Paul Philip Cartanza, Jr.

GEC:

GARRISON ENERGY CENTER LLC

By: _____
Name Champe A. Fisher, Jr.
Title: Vice-President

9-24-13

STATE OF DELAWARE)
) SS.
COUNTY OF KENT)

BE IT REMEMBERED, that on this _____ day of September, 2013, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Chris Cartanza, Mark Cartanza and Paul Philip Cartanza, Jr., Authorized Representative of Cartanza Properties, LLC, a Delaware limited liability company, party to this Instrument, known to me personally to be such, and acknowledges this Instrument to be his act and deed and the act and deed of said Limited Liability Company, that the signature of the Authorized Representative is in his own proper handwriting, and that his act of signing, sealing, acknowledging and delivering this Instrument represents consent by 100% of the members of said Delaware Limited Liability Company.

GIVEN under my Hand and Seal of office, the day and year aforesaid.

My commission expires: _____

_____
Notary Public
Print Name: _____

STATE OF DELAWARE)
) SS.
COUNTY OF NEW CASTLE)

BE IT REMEMBERED, that on this _____ day of September , 2013, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, _____, Authorized Representative of Garrison Energy Center LLC, a Delaware limited liability company, party to this Instrument, known to me personally to be such, and acknowledges this Instrument to be his act and deed and the act and deed of said Limited Liability Company, that the signature of the Authorized Representative is in his own proper handwriting, and that his act of signing, sealing, acknowledging and delivering this Instrument represents consent by 100% of the members of said Delaware Limited Liability Company.

GIVEN under my Hand and Seal of office, the day and year aforesaid.

My commission expires: _____

_____
Notary Public
Print Name: _____