

RIGHT OF WAY AGREEMENT

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Chester

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Eugene A. Pollock and Susan A. Pollock husband and wife (hereinafter called Grantor, whether one or more), for and in consideration of Fifty Dollars (\$50.00) and other valuable consideration recited in a certain Damage Release executed simultaneously herewith in hand paid, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware Corporation, its successors and assigns, (hereinafter called GRANTEE), a right of way and easement for the purposes of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines (with valves, regulators, meters, fittings, appliances, tie-overs, and appurtenant facilities) for the transportation of gas, oil, petroleum products, or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the right to select the route (the laying of the first pipe line to constitute the selection of the route by Grantee), under, upon, over, through and across the lands of Grantor, situated in the County of Chester Commonwealth of Pennsylvania, described as follows: The lands more fully described in a certain Deed wherein Esther E. Baldwin and Thomas C. Gawthrop are grantors and Eugene A. Pollock and Susan A., his wife are grantees recorded in the Office for the Recording of Deeds in and for the County of Chester in Deed Book S-20, Vol. 490, page 13. Dated Jan 24, 1950

The route of the pipe line shall be approximately ^{as} presently surveyed and staked as shown on Drawing No. ... attached hereto and made a part hereof, and shall not vary therefrom by more than twenty-five (25) feet in either direction. Upon completion of construction Grantee shall furnish Grantor with a plat showing the location of said right of way which shall then be seventy-five (75) feet in width. One additional pipe line may be constructed under the provisions of this agreement, and shall be located within said seventy five (75) foot right of way herein granted, but for such additional line so laid the Grantee shall pay Grantor, or the depository hereinafter designated a sum equivalent to One Dollar (\$1.00) per lineal rod of such additional line or such proportionate part thereof as Grantor's interest in said lands bears to the entire fee, within sixty (60) days subsequent to the completion of the construction of such additional line.

- (x) Notwithstanding any of the foregoing where public roads are contiguous ingress and egress to right of way are limited thereto, where not contiguous grantor shall promptly designate reasonable course of practical ingress and egress, pipe diameter not to exceed 36 inches, pipe to be layed at least 24 inches below surface, no permanent surface structures may be erected except protective fencing of a single valve site. If any.

~~There is included in this grant the right from time to time to lay, construct, maintain, operate, alter, repair, remove, change the size of, and replace one or more additional lines of pipe approximately parallel with the first pipe line laid by Grantee hereunder; but for any such additional line so laid the Grantee shall pay Grantor or the depository hereinafter designated a sum equivalent to One Dollar (\$1.00) per lineal rod of such additional line or such proportionate part thereof as Grantor's interest in said lands bears to the entire fee, within sixty (60) days subsequent to the completion of the construction of such additional line.~~

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to the free and full right of ingress, egress and regress over and across said lands and other lands of the Grantor to and from said right of way and easement, and the right from time to time to cut and remove all trees, undergrowth and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance and repair of said pipe lines. The Grantee shall have the right to assign the grant in whole or in part.

It is a condition of this grant that the interest of the Grantee, in the property covered hereby and in all pipe lines and other facilities or improvements which may be erected or installed on or in such property shall be subject to the lien of the Mortgage and Deed of Trust, dated May 15, 1949, from Transcontinental Gas Pipe Line Corporation to The Chase National Bank of the City of New York and Carl E. Buckley, as Trustees, which has heretofore been filed for record in the County in which the property covered hereby is situated.

To have and to hold said right of way and easement unto said Grantee, its successors and assigns, until such first pipe line be constructed and so long thereafter as a pipe line is maintained thereon; and, the undersigned, for themselves, their respective heirs, executors and administrators, successors or assigns, will warrant specially the property hereby conveyed unto the said Grantee, its successors and assigns.

The Grantee agrees to bury all pipe lines with the cultivation of the land and also to pay for any damage to fences, existing improvements, growing crops, livestock and timber which may arise from laying, constructing, altering, repairing, removing, changing the size of and replacing such pipe lines; said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons; one to be appointed by the undersigned Grantor, his successors, heirs and assigns; one by the Grantee, its successors or assigns; and the third by the two persons aforesaid, and the written award of such three persons, or any two of them, shall be final and conclusive.

Any payment hereunder may be made direct to the Grantor, or, at the option of the Grantee, such payment may be made by depositing same in

Pay direct to grantor and/or lien holder Bank, at to the joint credit of Grantor, said bank, and its successors being hereby designated as the depository for such purpose, irrespective of any future change in the ownership of the lands hereinabove described. Should there be any change in the ownership of said lands, then such deposit may be made in the aforesaid depository to the joint credit of those acquiring said lands, but no change in ownership of said lands shall be binding upon Grantor until the muniment of title by which such change becomes effective has been placed of record in the County wherein such lands are located and a certified copy thereof delivered to Grantee. (x)

It is agreed that this grant covers all the agreements between the parties and no representations or statements, verbal or written, have been made, modifying, adding to or changing the terms of this agreement.

In WITNESS WHEREOF the Grantor (s) herein, if individual(s), have ^{their} executed these presents under respective hand(s) and seal(s), and if a corporation or corporations have caused these presents to be duly executed by its or their proper officers duly authorized to such end and its or their corporate seal(s) to be hereunto affixed, duly attested, this 16th day of February, 19 50.

Witness: : \$0.55 : Eugene A. Pollock [SEAL]
John L. Dworak : I. R. : Susan A. Pollock [SEAL]
E. G. Bleker : STAMP :
Sworn to : :
County of : :
On this the day of 19 before me,

the undersigned officer, personally appeared
known to me to be the person whose name
subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained

In WITNESS WHEREOF I hereunto set my hand and official seal

My Commission Expires

STATE OF Pennsylvania
County of Chester

Be it remembered that on the 18th day of February, 19 50, before me a Notary Public

one of the subscribing witnesses to the execution of the above instrument, who being duly sworn according to law, doth depose and say that he did see Eugene A. Pollock and Susan A. Pollock husband and wife the grantor s above named, sign and seal as their act and deed deliver the above instrument for the use and purpose therein mentioned, and that he did also see E. G. Bleker subscribe his name thereunto as, the other witness of such sealing and delivery, and that the name of this deponent thereunto set and subscribed as a witness is of the deponent's own proper handwriting.

Sworn to and subscribed before me the day and year aforesaid.

John L. Dworak

Alice E. Beebe, Notary Public

Transcribed By: Durante
Compared By: KRAUSER Cummins
Recorded: March 20, 1950

My Commission Expires at the end of the next Session of the Senate

NOTARIAL SEAL

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