



RIGHT OF WAY AND EASEMENT AGREEMENT PA04-019010

THIS RIGHT OF WAY AND EASEMENT AGREEMENT (this "Agreement") made this 4th day of December, 1998, between Joseph J. and Susan J. Scenci, Husband & Wife having an address at 714 Mine Road, Quakertown, PA 18951, herein called "Grantor" and COLUMBIA TRANSMISSION COMMUNICATIONS CORPORATION, a Delaware corporation, whose mailing address is 2801 Fair Lakes Parkway, P.O. Box 10146, Fairfax, Virginia 22030-0146, herein called "Grantee".

WITNESSETH

GRANT. For and in consideration of the sum of Four Hundred and no/00 Dollars (\$400.00), the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, sell and convey unto Grantee, its successors and assigns, the perpetual right, privilege and easement of right of way (hereinafter, together with the rights and privileges herein granted, the "Easement") to:

- 1. locate, survey, construct, maintain, inspect, operate, protect, repair, alter, replace, abandon, remove, change the size of, establish, lay, install, test, substitute, renew, reconstruct and/or restore one or more underground communications system(s) together with necessary underground conduits, cables, wires, cathodic protection, underground splicing boxes, data acquisition facilities and any other appurtenances thereto, at any time or times, and from time to time, anywhere in the Easement Area (as defined below), for the transmission of video, data and/or voice communications (including, without limitation, fiber optic cables);
2. perform necessary pre-construction work; and
3. have ingress to and egress from the Easement Area by means of existing or future access roads and other reasonable routes on the Property (as defined below) and on any adjoining lands

across, over, under and through Grantor's land located in Springfield City/township/District, Bucks County (the "County"), State of Pennsylvania (the "State") containing 3.3 acres more or less (the "Property").

Grantor's prior instrument reference: Deed dated June 19, 1993, recorded in the Recorder's Office (the "Office") in the County, in the State, in Deed Book 694, Page 1175.

Property tax or permanent parcel identification number: 42-4-117

The communications system(s) shall be installed across, over, under and through the Property within the area on the Property which is subject to the existing gas transmission pipeline(s) easement granted to Columbia Gas Transmission Corporation, or its predecessor in interest dated May 2, 1947 and recorded in the Office in the County, in the State, in Deed Book 820, Page 280 (the "Pipeline Easement").

*date recorded

PERMANENT EASEMENT AREA. The Easement granted herein shall be located, laid and maintained within the boundaries of the Pipeline Easement referenced above and, after construction and post-construction cleanup, the Easement shall be limited to a strip thirty (30) feet wide within the Pipeline Easement (the "Easement Area"); provided, however, if the Pipeline Easement is hereinafter terminated, this Easement shall survive and continue within said thirty (30) foot wide strip; and provided further Grantee shall have the right to change the location of such installed communication system(s) and the Easement Area as may be necessary or advisable as the result of highway construction or relocation, coal mining activities, ground slips, floods, pipeline relocation or the relocation of the Pipeline Easement.

TEMPORARY CONSTRUCTION EASEMENT. In addition to the Easement Area as defined above, Grantor hereby grants to Grantee a temporary easement twenty (20) feet wide on either side of the Easement Area for the purpose of enabling Grantee to initially install the communication system(s) more efficiently. Grantee shall pay for damage as set out in the paragraph below entitled "PAYMENTS FOR DAMAGE" and, if necessary, the paragraph below entitled "ARBITRATION OF DAMAGE".

RESTORATION. Grantee shall restore the surface of the Easement Area and temporary construction easement area as nearly as reasonably practical to its original grade and level after performing any construction or other work that disturbs the surface.

PAYMENTS FOR DAMAGES. Grantee shall pay for actual damages to fences, tile drains, crops, timber and improvements of Grantor directly resulting from the construction, replacement or removal of the communication system(s) and appurtenant facilities.

ARBITRATION OF DAMAGE. If the amount payable for damage under the preceding paragraph cannot be mutually agreed upon, it shall be determined by a panel of three (3) disinterested arbitrators. Grantor and Grantee shall appoint one (1) each, and the two (2) so appointed shall appoint the third. The award shall be by unanimous decision and shall be final and conclusive.

GRANTOR'S RIGHT OF POSSESSION. Grantor may fully use and enjoy the Property, except for Grantee's rights under this Agreement. However, Grantor shall not change the depth of cover in the Easement Area without the written consent of Grantee and shall not place or permit to be placed any buildings, mobile homes, trees or other obstruction on or over the Easement Area, and shall not permit the inundation of the Easement Area by water (excluding seasonal irrigation).

EXCLUSIVE EASEMENT. Grantor covenants and agrees that the Easement granted hereunder shall be an exclusive easement for video, data and/or voice communication system(s) and Grantor shall grant no other such video, data and/or voice communication system(s) easements across over, under or through the Easement Area; provided, however, that upon the written agreement by a local public utility company to comply with Grantee's rules and regulations regarding crossing of the Easement Area, Grantee shall agree to allow such local public utility company to install facilities in the Easement Area for the sole purpose of providing utility service to the Property and adjoining lands.

EXISTING PIPELINE EASEMENT. To the extent the Easement is located within the Pipeline Easement, the Easement shall be subject to the Pipeline Easement and the use of the Easement shall be subject to such rules and regulations as the holder of the Pipeline Easement shall promulgate from time to time for the operation, maintenance and/or safety of the Pipeline Easement.

NO EXPANSION OR LIMITATION OF RIGHTS. No rights reserved to Grantor herein shall be deemed to expand rights reserved to Grantor under any other easement. No limitation herein on the rights of Grantee shall be deemed to limit rights heretofore granted by Grantor or its predecessors in interest under any other easement.

SUCCESSORS AND ASSIGNS. The terms and provisions of this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, personal representatives and heirs. Grantee may assign this Easement as a whole and/or may divide the rights contained herein and assign some or all of such rights to one or more persons or entities. Grantor releases and waives all rights, if any, as against Grantee under and by virtue of dower, curtesy and homestead exemption under the laws of the State.

WHOLE AGREEMENT. This instrument fully sets forth the terms and conditions of the Agreement. There are no oral or other written agreements between Grantor and Grantee that modify, alter or amend this Agreement.

GRANTOR REPRESENTATION. Grantor covenants that Grantor has the right to convey the Easement, including the rights and privileges set forth herein; that Grantee shall have the quiet and peaceful possession, use and enjoyment of the aforesaid Easement; and that Grantor shall execute and deliver such further assurances thereof in recordable form as may be required by Grantee.

STATUTORY COAL NOTICE. THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATE OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed the day and year first above written, intending to be legally bound hereby.



B.C.B.O.A. Registry 5,000 818

SIGNATURE OF GRANTOR(S):

Joseph J. Screnci
Joseph J. Screnci

Susan J. Screnci (SEAL)
Susan J. Screnci

SIGNATURE OF GRANTEE:

COLUMBIA TRANSMISSION COMMUNICATIONS CORPORATION

By RK Rockwood

Name: ROBERT K. ROCKWOOD
Title: GENERAL MANAGER

[CORPORATE SEAL]
ATTEST:

Name:
Title:

STATE OF Pennsylvania COUNTY OF Bucks

On this, the 10th day of December, 1998, before me, the undersigned officer, personally appeared Joseph J. & Susan J. Screnci known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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

[Commissioner Seal]

John E. Steffen
Commissioner of Deeds
My Commission Expires:
JOHN E. STEFFEN
Commissioner of Deeds for the
Commonwealth of Pennsylvania
My Commission Expires Oct. 9, 2003

STATE OF _____, COUNTY OF _____

On this, the _____ day of _____, 19____, before me, the undersigned officer, personally appeared _____

known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

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

[Notarial Seal]

Notary Public
My Commission Expires:

STATE OF VIRGINIA COUNTY OF FAIRFAX

On this, the 19th day of February, 1999, before me, the undersigned officer, personally appeared _____

ROBERT K. ROCKWOOD who acknowledged himself/herself to be the GENERAL MANAGER of COLUMBIA TRANSMISSION COMMUNICATIONS CORPORATION, a corporation, and that he/she as such General Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such General Manager.

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

[Notarial Seal]

Summer Rae Louwrie
Notary Public
My Commission Expires: 8/31/99

RETURN RECORDED DOCUMENT TO: Columbia Transmission Communications Corporation, 11000 Leesburg Pike, Herndon, Virginia 20170

127140
12-02-99 14:080004 142026
PA TRAN TAX \$4.00
SPGFLD TWP \$2.00
PALISADES SD \$2.00

BK 971 PG 075

1899 DEC 15 12 11 40

THIS INSTRUMENT RECORDED IN THE OFFICE OF THE CLERK OF COMMONWEALTH OF PENNSYLVANIA DEC - 2 99