When Recorded Return to: 550 N. Eisenhower Dr. Suite C Beckley, WV 25801

## PIPELINE RIGHT OF WAY AND EASEMENT AGREEMENT

	This PI	PELINE R	IGHT OF	WAY AND EAS	EMENT AGREEM	ENT ("Ag	reement") is made
and	entered in	nto this 16	day of	TUNE	2015, by and	l between	

("Grantor"), and Mountain Valley Pipeline LLC, a Delaware limited liability company, with an address of 625 Liberty Avenue, Suite 1700, Pittsburgh, PA 15222 ("Grantee").

For and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, Grantor, hereby grants and conveys, with covenant of General Warranty, to Grantee a perpenual right of way and easement in the location depicted on "Exhibit A" attached hereto, to lay, construct, maintain, operate, renew, alter, improve, protect, repair, replace, and remove a pipeline (the "Pipeline") up to 42 inches in diameter, for the transportation of oil, natural gas, and their byproducts, and other liquids and gases, together with all necessary or convenient rights, equipment and appurtenances thereto, including, but not limited to pipeline markers and devices for cathodic protection, together with ingress and egress thereto. Said perpetual right of way and easement is over, upon and across the lands of the Grantor being in the lands of the Grantor being in the lands of part thereof were conveyed to Grantor from

which lands or part thereof were coaveyed to Grantor from Pivont by General Warranty Deed dated and and recorded in West Virginia, being (the "Property").

- It is understood and agreed by Grantor and Grantee that the right of way and easement shall be seventy-five (75) feet in width.
- 2. It is further agreed that Grantee is granted and conveyed the following temporary rights of way and easements (which shall expire upon final completion of the construction and reclamation of the Pipeline and affected areas): (i) a right of way and easement of fifty (50) feet that parallels the perpetual right of way and easement; and (ii) a workspace(s) right of way and easement in the location depicted on Exhibit A. It is understood between the Granter and Grantee that any future additional temporary workspace(s) deemed necessary by the Grantee for the pipeline constructed hereunder, if any, are to be compensated for at the same rate per acre as the aforementioned fifty foot (50') temporary right of way.
- 3. Grantor further grants the right of ingress and egress to and from said pipeline right of way on, over and through existing or future roads, the right of way herein granted, and across adjoining lands as shown on Exhibit A, for purposes of transporting pipe, materials, machinery, and equipment to and from other lands in and about the construction, operation, maintenance, replacement and removal of the pipeline constructed hereunder.
- 4. Grantor shall not place or permit to be placed any obstruction on or over the right of way and easement area, including but not limited to buildings, houses, garages, sheds, trees, vehicles or other items, and Grantor shall not store or permit to be stored any materials of any kind or operate or allow to be operated any heavy machinery or equipment over the easement and right of way area, nor permit the right of way area to be covered by standing water, except in the course of normal seasonal water migration. Grantor shall not change or permit to be changed the depth of cover over the right of way and easement area.
- 5. Grantee shall have the right to maintain said right of way and easement by keeping the right of way free from all trees, limbs, undergrowth and brush which, in the judgment of the Grantee, might interfere with the use of said right of way and easement.
- 6. Grantee, its successors or assigns, is further granted the right to replace all or any part of the Pipeline or any portion thereof by laying such replacement not more than fifteen (15) feet from the section of Pipeline being replaced. Grantee, its successors and assigns, is also given the right to increase or decrease the diameter of any replacement pipe.
- 7. For the consideration herein recited Grantor does hereby give, grant, and convey unto Grantee, its successors and assigns, a further right at any time or from time to time, to lay, maintain, operate, renew, alter, improve, protect, repair and remove one additional pipeline, and all necessary equipment and appurtenances thereto, as it may desire within the right of way and easement area. The additional pipeline to be laid approximately parallel to the first line laid and shall be considered a Pipeline as the term is used

625 LIBERTY AVENIE PITTSBURG, PA 15222-3110 herein. For any additional pipeline constructed hereunder, Grantee shall pay an equal amount paid for the right of way and easement herein granted.

- 8. The grant of the said right of way and easement shall not exclude Grantor from enjoying and using said lands as heretofore used in any way that does not interfere with the said use of the right of way and easement herein granted for the purposes aforesaid.
- This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, heirs and administers and executors.
- 10. It is hereby understood that no agreement or representation concerning this Agreement shall be binding on the Grantee unless expressed in a writing signed by the Grantee; and any agreements or representations, verbal or written, made by any person on behalf of either the Grantor or the Grantee not contained in this instrument are unauthorized and do not bind the parties. This instrument may be executed in one or more counterparts, each of which will be deemed to be an original copy of this instrument and all of which will be deemed to comprise one single instrument. This right of way and easement shall run with the land and shall remain in force and effect until released and relinquished by the Grantee back to the Grantor, in writing.

11.	The Grantor herein declares that the value of the interest in the real estate transfe	T
herein, to the best	of their knowledge and belief is	
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TO HAVE AND TO HOLD the said Right of Way unto Grantee, its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

GRANTOR(S):	per select	0-		
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INDIVI	DUAL ACKNOV	LEDGEMENT		
STATE OF West Virginia COUNTY	§ §			
	, a Notary Public in and for said County and State, certify personally known to me to be the same person re me today in said State and County, and acknowledged and			
delivered the instrument to be their i	ree act and deed.			
Given under my hand this 6 of	June	, 2015.		
My Commission expires:_	2.0	ed Americania		
[SEAL]	a wear in dept.	Notary Public		
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