

RIGHT OF WAY AGREEMENT

The undersigned, herein called the "Grantor," hereby grant(s) to **BALTIMORE GAS AND ELECTRIC COMPANY**, its successors, licensees and assigns, for value received, the right to construct, install, reconstruct, operate and maintain electric, gas and communication lines, including, but not limited to, poles, wires, anchors, conduits, cables, street lights, transformers, switchgear, manholes, vaults, mains, pipes, valves, meters, above ground transformers, switchgear, pads, appurtenant equipment and enclosures upon, over, under and across the land of the Grantor acquired from **Clarke Murphy, Jr.**

by deed dated December 30, 1986

and recorded among

the Land Records of

Baltimore

County in LibersM

No.

7384

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which said land is situated in the Tenth District of Baltimore County and described as follows: That tract of land consisting of 174.51 acres, more or less, situated on the west side of Old York Road north of Paper Mill Road (part of which is shown on a plat entitled "Brookfield" prepared by Gerhold, Cross and Etzel and dated December 11, 1986) containing the beds of unnamed thoroughfares as now laid out or to be laid out and developed.

AGRICULTURAL TRANSFER TAX  
NOT APPLICABLE

SIGNATURE

DATE

3-9-87

D RC/F 12.00  
ACRMT 0.00  
SM CLERK 12.00  
#71149 0002 R02 110:53  
03/09/87

STATE DEPARTMENT OF  
ASSESSMENTS & TAXATION  
CLERK  
DATE  
3-9-87

TRANSFER TAX NOT APPLICABLE  
OFFICE OF FINANCE  
BALTIMORE COUNTY, MARYLAND  
Per [Signature]  
Authorized Signature  
Date 3-9-87 Sec 11.04W

Together with the right of access at all times to the above-described facilities, the right to trim, top, cut down and remove trees and/or shrubs adjacent to said facilities to provide proper operating clearance, and the right to make necessary openings and excavations for the purpose of examining, repairing, replacing, altering or extending said facilities provided that all openings or excavations shall be properly refilled and the property left in good and safe condition. No buildings or structures are to be erected under or over the lines, and adequate horizontal clearances, with a five (5) foot minimum, must be maintained. Shrubby, trees, fences, or other obstructions shall not be placed so close to any pad-mounted transformer or switchgear that they would, in the sole judgement of the Company, hinder or obstruct operation or maintenance of said equipment.

O.H.U.G. (Dev.)

(OVER)

BG 445  
Room 303 Front St  
DBR-1475  
12 21203

JOHNSTON, WALTER

FEBRUARY 2, 1987

R/W 63779

280

R/W 63779

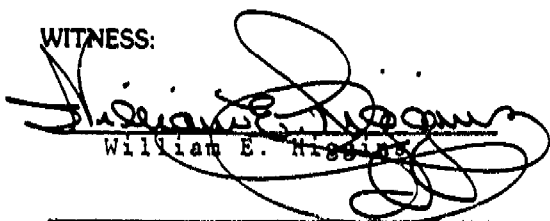
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The said facilities shall be located along, in and adjacent to streets, roads, alleys, paths, sidewalks, drives and other highways and reservations and may be extended to properties adjacent to the above land of the Grantor; said facilities may also be located on or along and adjacent to boundary lines of lots, and wires may be strung between any poles and from the nearest pole to any buildings; gas, electric and communication lines may be extended by the most direct practical route to any buildings on the herein mentioned property from main or service lines on or adjacent to lots on which such buildings are located, all as said highways, reservations and lots are now or hereafter laid out. Where necessary, anchors may be placed not more than fifteen (15) feet inside of lot lines.

Mention of highways herein is for descriptive purposes only and is not intended as a dedication of the same to public use.

IN WITNESS WHEREOF, the Grantor(s) has/have caused this agreement to be properly executed this 2nd day of February, 1987.

WITNESS:

  
William E. Higgins

  
Walter A. Johnston (Seal)

\_\_\_\_\_

\_\_\_\_\_ (Seal)

\_\_\_\_\_

\_\_\_\_\_ (Seal)

\_\_\_\_\_

\_\_\_\_\_ (Seal)

STATE OF MARYLAND }

TO WIT:

I HEREBY CERTIFY, that on this 2nd day of February, 1987, before me, the subscriber, a Notary Public of the State of Maryland, in and for Talbot County aforesaid, personally appeared Walter A. Johnston

and acknowledged the foregoing agreement to be his act and deed, and said act and deed was made without monetary consideration.

WITNESS my hand and Notarial Seal.

  
Beth B. Higgins Notary Public  
My Commission Expires July 1, 1990.

STATE OF MARYLAND }

TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the subscriber, a Notary Public of the State of Maryland, in and for aforesaid, personally appeared \_\_\_\_\_

and acknowledged the foregoing agreement to be \_\_\_\_\_ act and deed, and said act and deed was made without monetary consideration.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_