

LIBER 10457 FOLIO 214 ~~LIBER 10295 FOLIO 459~~

Rerecord to reflect Actual Consideration.

Tract #: MD 44-001646  
TWP FD SURE \$ 48.00  
RECORDING FEE 28.00  
RECORDATION 79.20  
TR TAX STATE 58.10  
TOTAL 197.30  
Res# HAB4 Rcpt # 87272  
JJR JD Blk # 5368  
AUG 27, 2013 02:06 PM

MARYLAND  
RIGHT-OF-WAY AGREEMENT

THIS AGREEMENT is made this 11<sup>th</sup> day of May, 2013, by and between Neale R. Bierer and James R. Bierer, whose address is 2238 Rutledge Road, Fallston, Maryland 21047-1242 Grantor(s), (hereinafter, collectively called "Landowner"), and Columbia Gas Transmission, LLC, a Delaware limited liability company, Grantee, (hereinafter called "Columbia"), with an address at 1700 MacCorkle Avenue, S.E., Charleston, WV 25314, and a mailing address of P.O. Box 1273, Charleston, WV 25325-1273, as follows:

WITNESSETH

GRANT. In consideration of the payment of the sum of Ten Dollars (\$10.00) and other good and valuable consideration when Columbia first exercises the rights herein granted within the right-of-way areas, Landowner hereby grants to Columbia the exclusive right to:

- 20-40-79.20-58.10*  
*NRB*
- (1) construct, operate, maintain, replace, repair, ~~alter the size of~~ (anywhere within the right-of-way area defined below), and remove or abandon, pursuant to the current governmental regulations relating thereto, a 26-inch pipeline for transporting gas with associated fluids, or other substances that can be transported through pipelines, and appurtenant facilities including, but not limited to, cathodic protection, hydrate removal systems and data acquisition facilities;
  - (2) construct, operate, maintain, replace, repair, ~~alter the size of~~ (anywhere within the permanent right-of-way area as defined below), and remove or abandon an underground communications system for the transmission of video, data and voice communications, with appurtenant facilities, including, without limitation, conduits, cables, pigging facilities and equipment, equipment, splicing boxes, wires, cathodic protection, and fiber optics cable;
  - (3) perform pre-construction work within the temporary or permanent right-of-way areas; and
  - (4) ingress to and egress from the right-of-way area by means of existing or future roads and other reasonable routes on the premises described below and on Landowner's adjoining lands;
  - (5) exercise all other rights necessary or convenient for the full use and enjoyment of the rights herein granted, including the right from time to time to: (a) clear the right-of-way of all obstructions; and (b) to clear, cut, trim, and/or remove any and all vegetation, trees, and brush and overhanging branches from the right-of-way by various means, ~~including the use of herbicides approved by the State of Maryland or the United States Environmental Protection Agency (or successor-in-duty)~~
- 20-40-79.20-58.10*  
*NRB*

under, on, across and through Grantor's Property situate in the Fourth Election District, Harford County, Maryland, vesting information for said Property is recorded in the Land Records of the Circuit Court in said county Liber 3232, Folio 459, and incorporated herein by reference for a more particular description of said property.

Property tax or permanent parcel identification number: 04-097815

TWP FD SURE \$ 48.00  
RECORDING FEE 28.00  
TOTAL 60.00  
Res# HAB4 Rcpt # 78015  
JJR LO Blk # 5351  
May 24, 2013 03:54 am

*NRB*

**PERMANENT RIGHT-OF-WAY AREA.** The right-of-way area shall be a strip of land fifty (50') feet wide, being twenty-five (25') feet on each side of the center of the pipeline, unless and to the extent that (a) the pipeline is installed nearer than twenty-five (25') feet to a boundary of the premises, in which case the right-of-way area shall extend from the boundary on the near side to twenty-five (25') feet on the other side of the pipeline, or (b) the pipeline is installed on an adjoining tract of land, in which case the right-of-way area shall extend from the boundary into landowner's lands to a point that is twenty-five (25') feet from the pipeline being more particularly shown on Exhibit "A".

Columbia shall have the right to change the location of an installed pipeline within the permanent right-of-way area shown on Exhibit "A" as may be necessary or advisable as the result of any conditions or events beyond its control, such as highway construction or relocation, coal mining activities, ground slips or floods, or the like.

**TEMPORARY CONSTRUCTION EASEMENT.** In addition to the permanent right-of-way area as defined above, Landowner grants Columbia a temporary easement twenty-five (25') feet on one either side of and adjoining the permanent pipeline right-of-way as shown on Exhibit "A", for the purpose of enabling Columbia to initially construct the pipeline or to later relocate the pipeline or lay additional pipelines and to conduct all activities incident thereto, including restoration or clean-up activities. Each time a temporary construction easement is utilized, Columbia shall pay for damage as set out in the paragraph below entitled "PAYMENTS FOR DAMAGE."

**GRANTOR'S RIGHT OF POSSESSION.** The pipeline, except for risers, valves, drips, hydrate removal systems and other appurtenances reasonably required, shall be buried so as not to interfere with the cultivation of the land. Grantor may fully use and enjoy the premises to the extent that such use and enjoyment does not interfere with Grantee's rights under this Right-of-Way Agreement. However, Grantor shall not change the depth of cover over the right-of-way area as defined above of any installed pipeline without the written consent of Grantee, and shall not place or permit to be placed any temporary or permanent structure or obstruction of any kind, including but not limited to buildings, mobile homes, trees, unapproved fences, shrubs taller than five (5') feet at maturity, paved roads or passage ways or the like on or over the right-of-way area of any installed pipeline, and shall not store any materials of any kind or operate or allow to be operated any heavy machinery or equipment over the right-of-way area, nor permit the right-of-way area to be covered by standing water, except in the course of normal seasonal irrigation.

~~**SECONDARY GRANT.** Grantor further grants to Grantee the right at any time after the date hereof to lay additional pipelines within the right of way area as defined above upon the payment of the customary sum then being paid by Grantee for similar pipelines under new right-of-way agreements, and otherwise on the same conditions for the additional pipeline as for the first as if the first did not exist.~~

**PAYMENTS FOR DAMAGE.** Grantee agrees to pay for any damage to fences, tile drains, marketable timber, and crops that is caused by the activities conducted pursuant to this agreement.

**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 disinterested arbitrators. The arbitration and the award shall be limited to the amount payable for damages pursuant to the preceding paragraph. Grantor and Grantee shall appoint one

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arbitrator each, and the two so appointed shall appoint the third. The award shall be a majority decision and shall be final and conclusive, with costs for arbitration equally shared by parties, regardless of outcome.

**WAIVER AND RELEASE.** Grantor forever waives any present or future statutory, regulatory, judicial or contractual right which Grantor has or may have to receive gas service from any pipeline laid under this agreement.

**SUCCESSORS.** All rights and duties under this Agreement shall benefit and bind Landowner and Columbia and their respective heirs, successors and assigns. The parties have entered certain special undertakings which are incorporated in a separate written agreement which shall survive and not be merged into this Agreement.

**WITNESS** the following signature(s) and seal(s):

SIGNATURE OF LANDOWNER:

HARFORD COUNTY MARYLAND

TRANSFER TAX PAID \$ 116.20

ALL OTHER TAXES PAID my 8/5/13

Neale R. Bierer (SEAL)  
Neale R. Bierer

James R. Bierer (SEAL)  
James R. Bierer

PROPERTY PRESENTLY NOT ON WATER  
& SEWER SYSTEM PER my

DATE: 8/5/13 HARFORD COUNTY

State of MARYLAND:

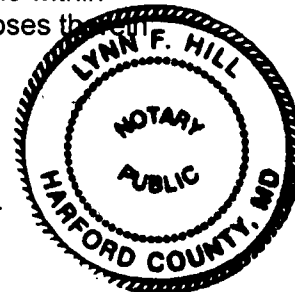
County of Harford:

On this the 17<sup>th</sup> day of May, 2013, before me Lynn F. Hill, the undersigned officer, personally appeared Neale R. Bierer, known to me (or satisfactorily proven) to be the person whose name(s) is/are 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.

Lynn F. Hill  
Notary Public

Commission Expires: 2.6.14



JPB  
URB

State of MARYLAND:

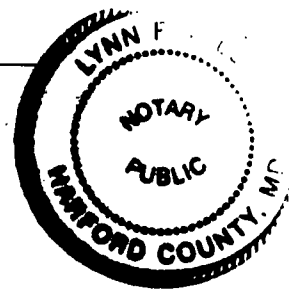
County of Harford;

On this the 17<sup>th</sup> day of July, 2013, before me Lynn F. Chee, the undersigned officer, personally appeared James R. Brewer, known to me (or satisfactorily proven) to be the person whose name(s) is/are 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.

Lynn F. Chee  
Notary Public

Commission Expires: 2-6-17



This document prepared by:

\_\_\_\_\_  
NiSource Corporate Law Department  
1700 MacCorkle Avenue S.E.  
Charleston, WV 25314

JRB  
NRB

LIBER 10457

FOLIO 218

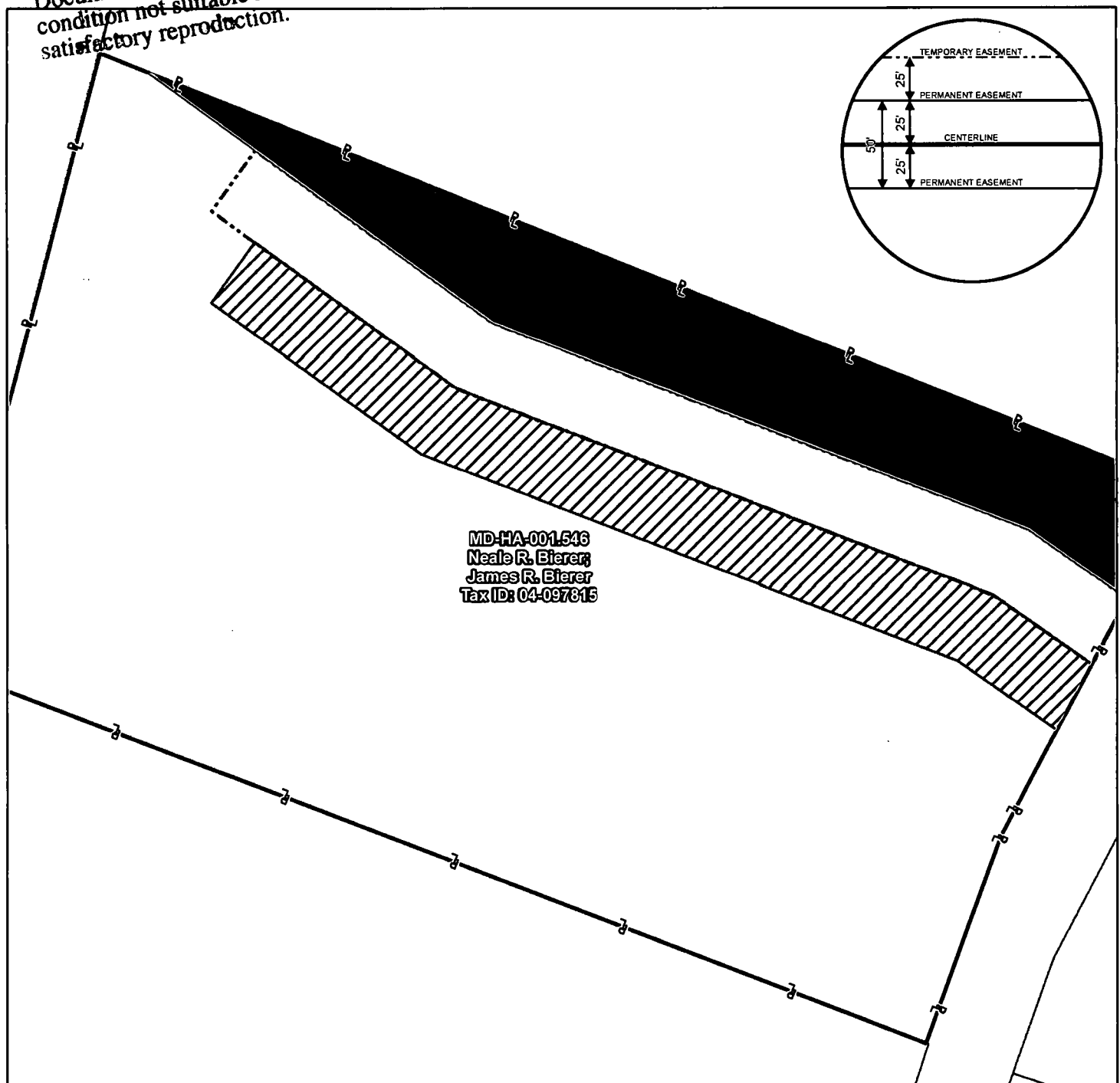
EXHIBIT "A"

LIBER 10295

FOLIO 463

Neale R. Bierer; James R. Bierer  
Harford County, MD

CLERK'S NOTATION  
Document submitted in a  
condition not suitable for  
satisfactory reproduction.



275.57 Feet = 16.70 Rods

Tract Acreage = 1.79 Acres

Permanent Easement = 0.24 Acres

Additional Temporary Easement = 0.18 Acres

Temporary Easement = 0.19 Acres

Staging Yards = 0.00 Acres

Access Roads = 0.00 Acres

E



**NiSource Gas**  
**Transmission & Storage**

Columbia Gas Transmission, LLC  
1700 MacCorkle Avenue SE  
Charleston, WV 25301

1 in = 50 ft

|  |                              |  |                            |
|--|------------------------------|--|----------------------------|
|  | Proposed Pipeline            |  | Existing Easement          |
|  | Property Boundaries          |  | Staging Yards              |
|  | Adjacent Property Boundaries |  | Staging Yards Inside Tract |
|  | Proposed Easement            |  | Access Roads               |
|  | TWS                          |  | Access Roads Inside Tract  |
|  | ATWS                         |  |                            |

Provided for general discussion purposes only. Formal route location to be established if FERC approval is received. This is not a survey product. This should not be used for authoritative definition of legal boundary, or property title.

Proposed Pipeline Easement Across:

Neale R. Bierer; James R. Bierer

Tract No.:

MD-HA-001.546

DRB  
NRB

