

## Right of Way Agreement

This Right of Way Agreement (“Agreement”) is made this 23<sup>rd</sup> day of March, 2009, by and between **Girl Scouts in the Heart of Pennsylvania, f/k/a Scranton Council Girl Scouts, Inc.**, a Pennsylvania non-profit corporation with an address of 350 Hale Avenue, Harrisburg, Pennsylvania, 17104, (the “Grantor”) and **Cabot Oil & Gas Corporation**, with an address of 900 Lee Street East, Suite 500, Huntington Square, Charleston, West Virginia, 25301 (The “Grantee”).

### Recitals

WHEREAS, Grantor is the owner of certain real property described in the following deeds recorded in the Office of the Recorder of Deeds in and for Susquehanna County: Deed Book 151, Page 69; Deed Book 147, Page 497; Deed Book 268, Page 467, and Deed Book 151, Page 70 (the “Grantor’s Property”); and

WHEREAS, Grantee has requested that Grantor grant a right-of-way through a portion of Grantor’s Property to lay, maintain, operate, replace and remove two (2) underground pipelines for the transportation of water, oil, natural gas and related hydrocarbons; and

WHEREAS, Grantor has agreed to grant the Grantee a right of way through a portion of Grantor’s Property as more fully described in this Agreement, to lay, maintain, operate, replace and remove two (2) underground pipelines, including the right of ingress, egress and regress to and from said right-of-way areas.

NOW THEREFORE, in consideration of the foregoing recitals and in consideration of the sum of \$100.00, paid to Grantor, the receipt and sufficiency of which are hereby acknowledged by each party, and intending to be legally bound hereby. The Grantor, for itself, its successors and assigns, does hereby covenant and agree with Grantee, its successors and assigns as follows:

1. Grant of Right of Way: Grantor grants to Grantee a right-of-way to lay, maintain, operate, replace and remove two (2) underground pipelines (the “Pipeline Right of Way”) on

those portions of Grantor's Property depicted on Exhibit "A" hereto and identified as the "Proposed Pipeline" (the "Right of Way Area"), including the right of ingress, egress, and regress to and from the said Right of Way Area subject to the following conditions:

A. The underground pipelines shall be located at least thirty six (36) inches beneath the surface of the Right of Way Area and the pipelines shall be cased in steel at all road crossings, both public and private, including those roadways previously utilized for logging on Grantor's Property; and

B. All surface apparatus required to be utilized in connection with the Pipeline's Right-of-Way shall be located solely within the Right-of-Way Area; provided however, in no event shall any such apparatus be located upon the surface area of the Right of Way Area without Grantee having first obtained the prior written consent of Grantor.

C. The initial width of the Right of Way Area shall be seventy five (75) feet during the construction and installation of the pipeline within the pipeline Right of Way Area. After the completion of construction and installation of the pipelines, the pipeline Right of Way Area shall be fifty feet (50') in width.

D. During the construction and installation of the pipeline Grantor, its agents, employees, contractors, subcontractors, shall have the right to store construction equipment and materials within the Right of Way Area necessary for construction of same; and

E. Grantee shall obtain and abide by all approvals, permits and consents that may be required by applicable federal, state or local law required in connection with the exercise of the rights granted by this Agreement and shall install its improvements within the Right of Way Area in accordance with sound engineering practices; and

F. Grantee shall have the right of ingress, egress and regress to and from the Right of Way Area solely from currently existing public roads which abut each Right of Way Area, the same being depicted as SR 2011 and SR 2026 on Exhibit "A" and through no other portion of Grantor's Property without Grantor's written consent, with it may withhold or condition at its discretion.

G. To the extent practicable, Grantee shall not prepare to construct, construct, or install its pipeline within the Right of Way Area during the months of July and August.

H. All vehicles utilized by Grantee, its agents, employees, contractors and subcontractors during the construction, maintenance, and repair of the facilities shall obey all posted speed limits, and shall after being requested by Grantor, take measures agreed upon by Grantor and Grantee to control dust and mud from vehicles in the area of Grantor's improvements located on Grantor's Property, which shall include, but not be limited to, the girl scout camp, home of the camp ranger, and horse stables.

I. It is acknowledged between the parties that Grantee may retain certain agents, subcontractors and other third parties to complete certain work required within the Right of Way Area. Grantee shall be fully liable and responsible to the Grantor for the actions, negligence, omissions and all other actions of its licensees, invitees, agents, contractors and subcontractors retained by Grantee with respect to the exercise of any rights granted pursuant to this Agreement.

J. Prior to the commencement of any work or blasting within the Right of Way Area, Grantee shall provide Grantor with at least seven (7) days advance written notice.

2. Term: Unless otherwise terminated herein, by default or otherwise, the rights created by this Agreement shall continue in perpetuity and run with the land.

In the event that the Grantee has not completed installation of the pipelines within five (5) years of the date of this Agreement, then the rights granted hereunder with respect to the Pipeline Right of Way and Right of Way Area shall automatically cease and terminate except with respect to any pipeline already installed by Grantee hereunder.

This Agreement shall also automatically terminate in the event that: (a) Grantee provides written notice to Grantor stating that the Right of Way Area has been abandoned; or (b) if Grantee's use of all portions of the Pipeline Right of Way ceases and the cessation is for a continuous period of six (6) months, and in either case Grantee shall execute all documents reasonably required by Grantor to formally terminate this Agreement of record. If Grantee fails to timely deliver, in recordable form documents evidencing such termination, Grantor may place of record in the official record of Susquehanna County an affidavit that the Right of Way Area

and Pipeline Easement Area has not been used within a period of six (6) months, and that event such right shall be conclusively deemed abandoned.

The following shall after thirty (30) days written notice to Grantee constitute an Event of Default hereunder, thereby authorizing Grantor terminate this Agreement:

A. Grantee shall fail to perform or observe, or cause to be performed or observed, any of its covenants or agreements contained in this Agreement after thirty (30) days written notice to Grantee and opportunity to cure within said thirty (30) day period;

B. Grantee's use of the Right of Way Area is in violation of the terms or conditions of any applicable law, rule, regulation or ordinance or permit or approval obtained by Grantee.

3. Compensation. Grantee shall pay to Grantor Twenty and 00/100 Dollars (\$20.00) per linear rod of pipeline installed within the Right of Way Area to be paid at the time of or before laying any pipeline within the Right of Way Area.

4. Post-Construction Work Duty to Repair, Replace and Restore. Grantee covenants and agrees that after its business invitees, contractors, subcontractors and licensees have installed its pipelines within the Right of Way Area, it shall promptly remove its construction equipment and materials from the Right of Way Area and will restore the property to the grade and condition which existed as of the date of this Agreement, which shall include the planting of vegetation cover acceptable to Grantor to prevent erosion. Provided, however, Grantee shall not be required to replace any timber which has been removed within the Right of Way Area. Grantee further covenants and agrees that it shall not cause any damage to or interference with, and to minimize any disruption to that portion of Grantor's Property which is not contained within the Right of Way Area during the construction of its improvements, use or maintenance to the Right of Way Area.

5. Marketable Timber. Grantee prior to the removal of any and all marketable timber from the Right of Way Area shall cause an appraisal of the timber value to be prepared by a qualified third party forester mutually agreed upon by Grantor and Grantee. Grantee shall pay to Grantor the appraisal value of the timber prior to removal of the same within the Right of Way Area. All timber removed by Grantee from the Right of Way Area shall be stacked by Grantee at location(s) within the Grantor's Property at areas designated by Grantor, with marketable timber and logs for firewood to be placed in separate stacks. Any wood chips which are saved by

Grantee from its operations shall be hauled by Grantee to a site selected by Grantor on Grantor's Property.

6. Indemnification. Grantee shall indemnify and hold harmless Grantor from any and all liabilities, liens, demands, judgments, suits and claims of any kind or character arising out of, in connection with, or relating to Grantee's exercise of its rights granted pursuant to the terms of this Agreement, including, but not limited to mechanic's liens, claims for injury to or death of any persons, or damage, loss or destruction of any property, real or personal under any theory of tort, contract, or strict liability, except, however, to the extent such claims are caused by or arise from the negligence or intentional acts of Grantor. In the event that any such lien shall be filed based upon the action or inaction of Grantee, or any contractor, subcontractor or any other person engaged by any of them, Grantee shall promptly take action to cause the same to be removed by bonding, deposit or payment within thirty (30) days of filing such lien. Grantee further covenants and agrees to defend any suits brought against Grantor or Grantee on any claims and to pay any judgment against Grantor resulting from any suit(s), together with all costs and expenses relating to any claims, including attorneys fees, arising from Grantee's operations as well as those persons acting on behalf of Grantee, except, however, to the extent such claims are caused by or arise from the negligence or intentional actions of Grantor. The indemnification and hold harmless provisions of this Paragraph shall also apply to all matters that arise out of or in any way relate to any use, storage, transfer, generation, disposal or discharge of hazardous materials in connection with the exercise of the rights conferred upon Grantee pursuant to this Agreement. This indemnity shall survive the termination of this Agreement. As used in this Agreement, "Hazardous Material" means:

a. All substances, wastes, pollutants, contaminants, and materials now or thereafter regulated, or defined or designated as hazardous, extremely or imminently hazardous, dangerous, or toxic, under the following federal statutes and their state counterparts, as well as these statutes' implementing regulations: The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. 59601 et seq.; The Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. 5135 et seq.; the Atomic Energy Act of 1954, 42 U.S.C. 52011 et seq.; and the Hazardous Materials Transportation Act, 49 U.S.C. 55101 et seq.;

b. Any additional hazardous substance or materials that are now or become defined as “hazardous substances,” “Hazardous waste,” “toxic substances,” or “toxic waste” under any other federal law or under any state, county, municipal, or other law applicable to the Easement Property or under any regulations promulgated under any such law;

c. Petroleum and petroleum products including crude oil and any fractions thereof;

d. Asbestos; and

e. Natural gas, synthetic gas, and any mixtures thereof.

7. Overflow Drains. Grantee agrees that it shall not damage or disturb the overflow drain pipe(s) and/or outfill lines which provide sewer service to the Grantor’s Property. Grantee acknowledges that such pipes and/or lines extend in a northerly direction from the pond depicted on Exhibit “A”, with Grantee to determine the exact location of said pipes and/or lines prior to excavation within the area of the same. In the event that Grantee shall damage the drainpipes and/or lines, Grantee shall promptly: (a) notify Grantor of the same; and (b) repair and/or replace the damaged portions to the pre-construction condition.

8. Assignment. Grantee shall not assign this Agreement or any interest herein without obtaining Grantor’s written consent to such assignment, which consent shall not be unreasonably withheld, conditioned or delayed. Any purported assignment of the Agreement or any interest herein made in violation of the preceding sentence shall be of no force or effect.

9. Recording. This Agreement or a Memorandum of Right of Way Agreement shall be recorded in the Office of the Recorder of Deeds in and for Susquehanna County, Pennsylvania, at the sole expense of Grantee. Any transfer taxes occasioned by the recordation of this document shall be the sole responsibility of the Grantee.

10. Complete Agreement. This Agreement contains the entire agreement between Grantor and Grantee with respect to the use of the Right of Way Area by Grantee. There are no

other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, with respect to Grantee use of the Right of Way Area.

11. Counterparts. This Agreement may be executed in any number of counterparts each of which shall be an original, and all of which taken together shall constitute a single agreement.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties have hereto caused this Right of Way Agreement to be duly executed the day and year first above written.

GIRL SCOUTS IN THE HEART OF  
PENNSYLVANIA, f/k/a Scranton  
Council Girl Scouts, Inc.

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CABOT OIL & GAS CORPORATION

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_