



Allegheny County  
Valerie McDonald Roberts  
Department of Real Estate  
Pittsburgh, PA 15219

Instrument Number: 2008-4792

Recorded On: February 21, 2008 As-Deed Right of Way

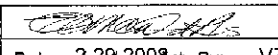
Parties: SOFFEL WILLIAM C JR  
To COLUMBIA GAS TRANSMISSION CORP

# of Pages: 5

Comment:

**\*\* DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***

Deed Right of Way 45.00  
Pages > 4 0  
Names > 4 0  
Total: 45.00

Valerie McDonald Roberts, Manager - BLOCK AND LOT NUMBER  
  
Date: 2-29-2008 Int. By: VZ **AMEND RIGHT OF WAY**

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

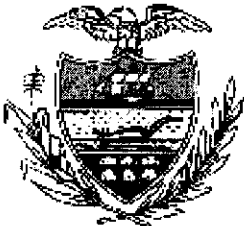
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File Information:

Document Number: 2008-4792  
Receipt Number: 1082306  
Recorded Date/Time: February 21, 2008 12:05:23P  
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User / Station: D Dobbs - Cash Station 22

Record and Return To:

COLUMBIA GAS TRANSMISSION CORP  
LAW DEPARTMENT  
PO BOX 1273  
CHARLESTON WV 25325-1273



  
Valerie McDonald Roberts, Manager  
Dan Onorato, Chief Executive

AMENDMENT TO R002255-000  
RIGHT-OF-WAY AGREEMENT

**THIS AGREEMENT**, made this 18 day of December 2007, by and between William Stoffel Jr. and Lori Lee Siemon h/w of 3900 Bedell Road, Finleyville, Pa 15332, Grantor, (hereinafter called "Landowner"), whether one or more, and Columbia Gas Transmission Corporation, of 1700 MacCorkle Avenue, S.E., P. O. Box 1273, Charleston, West Virginia 25325-1273, its successors and assigns, Grantee, (hereinafter called "Columbia"), witnesseth as follows:

**WHEREAS**, Columbia is the owner of a Right-of-Way and Easement for pipeline purposes as described in an agreement dated October 30, 1951 and recorded in the Office of the Recorder of Deeds, Allegheny County, Pennsylvania, on June 5, 1952 in Deed Book 3230 Page 7; Columbia has succeeded to 100% interest in the pipeline easement; and

**WHEREAS**, said Right-of-Way Agreement conveys the right to install 24" Gate Valve and box to house gate valve and maintain, operate, repair and remove the said Gate Valve over and through their land situate in Jefferson Township, Allegheny County, with the right of ingress, egress and regress to and from the premises; and

**WHEREAS**, Landowner now owns land subject to said Right-of-Way Agreement being described in that certain Deed dated December 18, 1998 and recorded in the Office of the Recorder of Deed, Allegheny County, Pennsylvania on December 21, 1998 in Deed Book 10370, Page 410 Identified as Block Lot 1275 - L - 00170-0000-00; in Boro of Jefferson Twp./Dist.; and

**WHEREAS**, Landowner and Columbia have consented and agreed as to the said lands or such portions thereof, as may be presently owned by Landowner to modify, amend and supplement said Right-of-Way Agreement in the manner hereinafter set forth:

**GRANT.** In consideration of Columbia's promise to pay Landowner the sum of Ten Dollars (\$10.00) and other good and valuable consideration when Columbia first exercises the rights herein granted, Landowner hereby grants to Columbia the exclusive right to:

- 1) construct, operate, maintain, and replace, an underground cable system with above-ground and/or below-ground appurtenances, including, without limitation, electric transmission lines, data transmission lines, conduits, wires, cables and circuits.
- 2) connect inlet and outlet electric and data transmission lines to and from the Gate Valve, including, without limitation, the right to construct, operate, maintain, repair, replace, change the size of and remove or abandon poles together with the necessary above-ground and/or below-ground appurtenances, guys and other supports, attachments and incidental equipment necessary or proper for use in connection with said electric transmission lines.
- 3) install fencing around the gate valve site in a location generally as depicted on "Exhibit A" hereto.

**PERMANENT RIGHT-OF-WAY AREA.** The right-of-way area for the Grant purposes described above shall be a strip of land 25 feet wide, as shown on the drawing attached hereto as "Exhibit A".

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

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 ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the Manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.]

NOTICE — THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PRETECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL SUBSIDENCE AND LAND CONSERVATION ACT OF 1966, AS AMENDED 1980, OCT. 10, P.L. 874, NO. 156 §1.

**NO OTHER MODIFICATIONS.** The original Right-of-Way Agreement, dated October 30, 1951, except as modified herein, shall remain in full force and effect.

**SUCCESSORS.** All rights and duties under this Agreement shall benefit and bind Landowner and Columbia and their respective heirs, successors and assigns.

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

WITNESS

SIGNATURE OF GRANTOR:

George Heach William C. Hill (SEAL)  
George Heach Linlee Senior (SEAL)

Richard Snyder

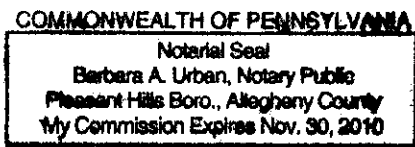
SIGNATURE OF GRANTEE:

Sheree L. Parks Downey  
By: Sheree L. Parks Downey  
Title: Director, Asset Management

STATE OF Pa, COUNTY OF Allegheny:

On this, the 4 day of Jan, 2007, before me, the undersigned <sup>Notary</sup> ~~officer~~, personally appeared William C Stoffel + Lorilee Siemon, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

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



Barbara A. Urban  
Notary Public  
My Commission Expires: 11-30-10

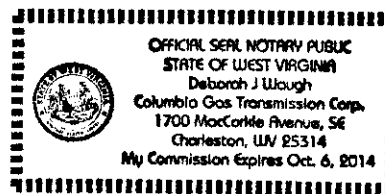
STATE OF WEST VIRGINIA, COUNTY OF KANAWHA:

On this, the 14<sup>th</sup> day of January, 2008, before me, the undersigned officer, personally appeared Sheree L. Parks Downey, who acknowledged herself to be the Director, Asset Management of COLUMBIA GAS TRANSMISSION CORPORATION, a corporation, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by himself/herself as such officer.

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

Deborah J. Vaughn  
Notary Public  
My Commission Expires: Oct. 6, 2014

This document prepared by: Return to:  
Columbia Gas Transmission Corporation  
Law Department  
P. O. Box 1273  
Charleston, West Virginia 25325-1273



Completed by: Keith Spivey

# Exhibit A

