



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

Instrument Number: 2009-16946

Recorded On: July 15, 2009

As-Deed Agreement

Parties: CHESWICK MARINA

To RANGE RESOURCES APPALACHIA L L C

# of Pages: 5

Comment: WATER LEASE & EASEMENT

\*\*\*\*\* THIS IS NOT A BILL \*\*\*\*\*

Deed Agreement 65.00  
Pages > 4 0  
Names > 4 0  
Total: 65.00

Valerie McDonald Roberts, Manager	- BLOCK AND LOT NUMBER
	LEASE
Date: 7/15/09 - Int. By: KS	

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

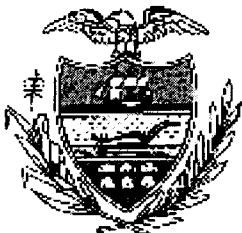
**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***

File Information:

Record and Return To:

Document Number: 2009-16946  
Receipt Number: 1386485  
Recorded Date/Time: July 15, 2009 11:22:32A  
Book-Vol/Pg: BK-DE VL-13982 PG-110  
User / Station: K Hills - Cash Station 22

RANGE RESOURCES APPALACHIA LLC  
125 STATE RTE 43  
PO BOX 550  
HARTVILLE OH 44632



Valerie McDonald Roberts, Manager  
Dan Onorato, Chief Executive

### WATER WITHDRAWAL LEASE AND EASEMENT

THIS AGREEMENT, made and entered into this 9 day of January, 2009, by and between Cheswick Marina, of P.O. Box 128, Cheswick, PA 15204, Phone No. (412)335-2266, (C) 724-331-7296

hereinafter called the Lessor, and **RANGE RESOURCES – APPALACHIA, LLC**, 380 Southpointe Blvd., Suite 300, Canonsburg, PA 15317, Phone No., (724) 743-6700, hereinafter called the Lessee, WITNESSETH:

1) That the Lessor, for and in consideration of One Thousand dollars (\$1000.00), the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby grant an easement and lease and let unto the Lessee the lands described herein below (the "Leased Premises") which shall also continue to be used by the Lessor, for the purposes of:

- a) withdrawing and conveying water from connection pipe which shall lay on the bottom of river floor and connect to the docks at the marina approximately 200 ft out on or adjoining the Leased Premises depicted on Exhibit "A", attached hereto and made a part hereof, together with the right to transport such water by water truck or otherwise across and through the Leased Premises;
- b) Right to enter into and upon the Leased Premises at all times for the aforesaid purposes:

The Leased Premises being all that certain tract(s) of land situated in: Cheswick Township of Allegheny County, Pennsylvania, bounded substantially by lands now and/or formerly owned as follows:

North by: lands of Freeport Rd.  
 East by: lands of N.Highland Ave  
 South by: lands of Allegheny River  
 West by: lands of Blockdale St.

and set forth as Tax Parcel Number(s): 530-R-60

being all the lands owned by Lessor or to which the Lessor may have any rights in said Section/Lot/District or adjoining Sections/Lots/Districts, containing 2 acres, more or less, and being the property described in Deed Volume 12404 Page 275 of the Allegheny County Record of Deeds.

2) This Agreement shall continue in force and the rights granted hereunder be quietly enjoyed by the Lessee for a term of two (2) years ("Term").

3) During the Term of this Agreement, Lessee shall have the right to:

- a) access area(s) on the Leased Premises of less than one half (1/2) acres (or such larger area as may be required by the Department of Environmental Protection, not to exceed a total of 5 acres) at the location depicted on Exhibit "A" and to install, develop, operate, repair, maintain and use such water intakes, and metering equipment, to withdraw and convey water from the line.
- b) Access road on the Leased Premises to allow for vehicular ingress and egress to the Line Withdrawal Facility according to the right-of-way on the Leased Premises depicted in Exhibit "A".

4) Lessee shall maintain its equipment and facilities installed on the Leased Premises in a good state of repair and shall conduct its operations on the Leased Premises in a good and workmanlike manner in accordance with good industry practices and standards.

5) Lessee shall at all times comply with all applicable laws, and shall acquire, maintain and comply with all required Governmental permits and approvals with respect to Lessee's activities and operations pursuant to this Agreement.

6) Lessee shall have the right to renew this Agreement under like terms and conditions for two (2) additional 1-year periods; Lessee shall pay to Lessor a fifteen percent (15%) increase in the consideration for the renewal period, as more particularly described on an unrecorded Addendum to this Water Withdrawal Lease and Easement agreement.

7) Upon the expiration of this Agreement, Lessee shall remove its equipment placed on the surface of the Leased Premises and repair and restore the surface of the Leased Premises, including any damage to existing drainage tile, as a result of the Lessee's operations, to as close as reasonably practical to the condition in which the Leased Premises existed at the time of the commencement of Lessee's operations pursuant to this Agreement. Special attention will also be addressed to the roadway bends and curves on Blockdale Street and any damages to, shall be reasonably resolved through repair and restoration.

8) Weather permitting, this work shall be completed within ninety (90) days after the cessation of operations upon the Leased Premises.

9) This Agreement, and all terms and conditions herein, shall extend to the parties' respective heirs, personal representatives, successors and assigns.

EW 370030102

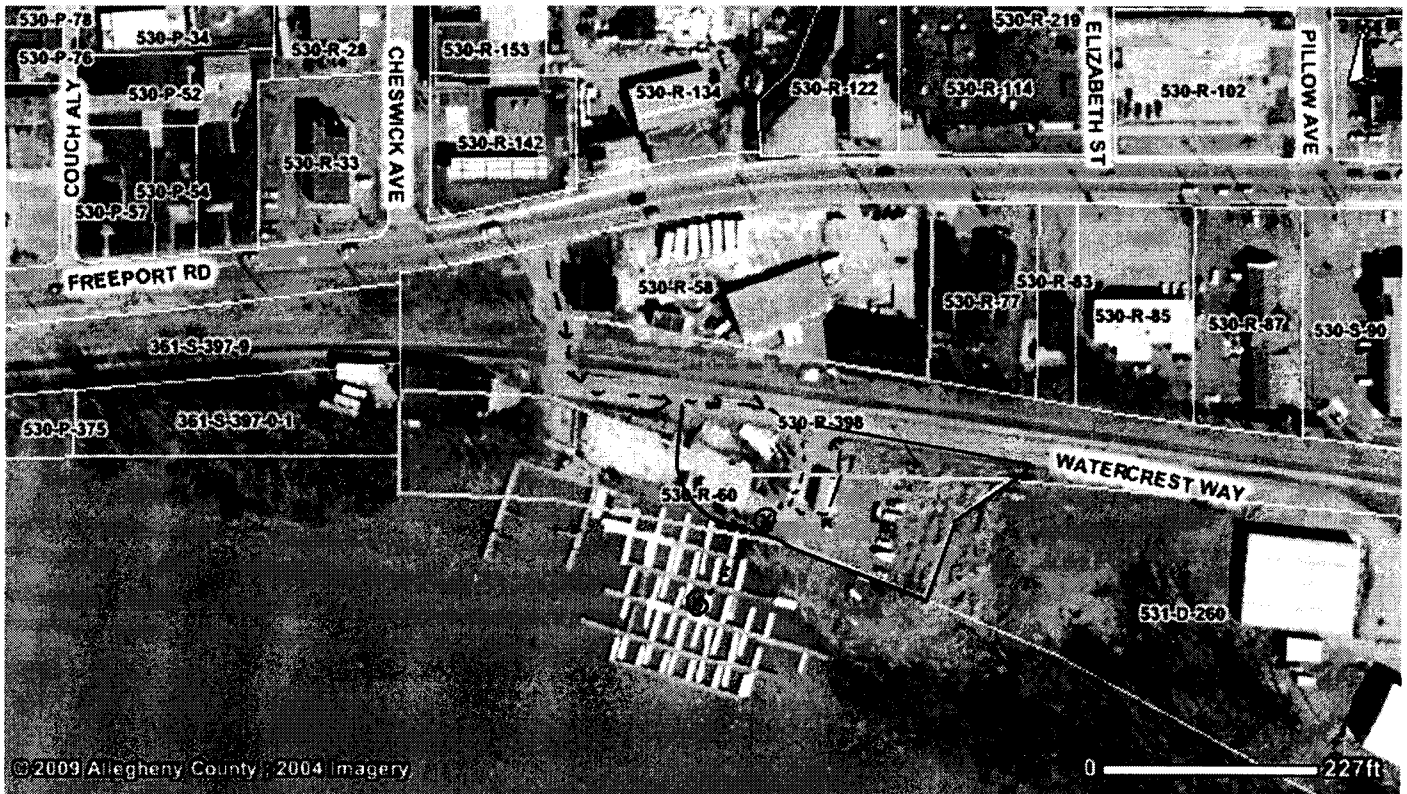
- General Information
- Building Information
- Tax Information Pay Taxes
- Previous Owners
- Image
- Comparables
- Appeal Status
- Maps

Maps

Parcel ID : 0530-R-00060-0000-00  
 Property Address : 1100 FREEPORT RD  
 CHESWICK, PA 15024

Municipality : 815 CHESWICK  
 Owner Name : WATERCREST REAL ESTATE LLC

Data displayed on this map is for informational purposes only. There is no guarantee as to its completeness or accuracy.



WaterCrest Real Estate LLC

Send Map errors to RealEstateWebsiteMapErrors@alleghenycounty.us

**IN WITNESS WHEREOF** the Lessors have hereunder set their hands.

Signed and acknowledged in the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Lessor Signatures:**

x Charles J. Miller  
CHARLES J. MILLER - PARTNER,  
CHESWICK MARINA

**Lessee Signatures**

**RANGE RESOURCES – APPALACHIA, LLC**

By: Jeffery A. Bynum  
Printed Name: JEFFERY A BYNUM  
Title: VICE PRESIDENT APPALACHIA

**INDIVIDUAL ACKNOWLEDGMENT**

STATE/Commonwealth of Pennsylvania )  
 ) SS:  
COUNTY OF Allegheny )

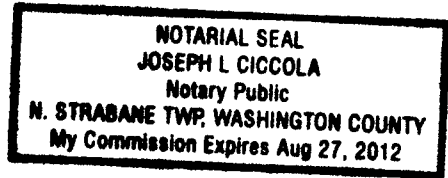
On this, the 9 day of January, 2009, before me Joseph L. Ciccola, the undersigned officer, personally appeared Charles J. Miller - PARTNER, CHESWICK MARINA

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.

My Commission Expires: 8-27-2012

Joseph L. Ciccola  
Notary Public



**INDIVIDUAL ACKNOWLEDGMENT**

STATE/Commonwealth of \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_

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.

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

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

**CORPORATION ACKNOWLEDGEMENT**

**COMMONWEALTH OF Pennsylvania** )

**COUNTY OF Washington** )

) SS:

On this, the 13 day of February, 2009, before me **Kathryn M. Rakosky**, the undersigned officer, personally appeared **Jeffery A. Bynum** who acknowledged himself to be the Vice President – Appalachia, of Range Resources-Appalachia, LLC. a limited liability corporation, and that he as such Vice President – Appalachia, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself, as Vice President – Appalachia.

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

My commission expires: 6-25-09

*Kathryn M. Rakosky*  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Kathryn M. Rakosky, Notary Public  
South Strabane Twp., Washington County  
My Commission Expires June 25, 2009  
Member, Pennsylvania Association of Notaries

This instrument prepared by and when recorded return to:  
RANGE RESOURCES - APPALACHIA, LLC  
125 State Route 43, P.O. Box 550  
Hartville, OH 44632