Instrument Number: 2009-1152
As-Deed Right of Way

Recorded On: January 16, 2009

Parties: FORTUNA JOHN A
To HUNTLEY & HUNTLEY INC

# of Pages: 3

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

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:

Document Number: 2009-1152
Receipt Number: 1267205
Recorded Date/Time: January 16, 2009 02:38:15P
Book-Vol/Pg: BK-DE VL-13837 PG-85
User / Station: C Carson - Cash Super 06

Record and Return To:

HUNTLEY & HUNTLEY INC
PENN OFFICE BUILDING STE 100
4314 OLD WILLIAM PENN HWY
MONROEVILLE PA 15146

Valerie McDonald Roberts, Manager
Dan Onorato, Chief Executive
PIPELINE RIGHT-OF-WAY

THIS AGREEMENT, made the 29th day of August, 2008, by
John A. & Norene E. Fortuna h/w, as Grantor(s),
and
Huntley & Huntley, Inc. hereinafter referred to as Grantee.

WITNESSETH, that in and for consideration of Ten Dollars ($10.00) paid to Grantors, the receipt of which is acknowledged, Grantors do hereby grant unto Grantee, its successors and assigns, with special warranty, the right of way to lay, maintain, operate, replace, and remove a pipeline with fittings and appliances for the transportation of water, oil, gas, and other products from this or other lands, upon and over those certain lands situate in the Township of Fawn, Allegheny County, Pennsylvania, bounded substantially by lands now or formerly owned as follows:

Tax ID Parcel Number 2015-P-217, being 76.00 acres more or less,

On the North by the Lands of Small Lots; Millertown Culmerville Rd.

On the East by the Lands of Small Lots; Christy

On the South by the Lands of Pollino; Small Lot

On the West by the Lands of Kutchko; Bieławski;

together with the right of ingress and egress to and from said right of way; together also with the right and privilege of using said lands for the purpose of transporting pipe, material, machinery, and equipment to and from other lands in and about the construction, maintenance, operation, replacement, and removal of the pipeline to be constructed hereunder; together also with the right at any time to replace said pipeline; and together also with the right to install, maintain, and replace on said pipeline devices for cathodic protection, test stations, and bonding cables. Grantor and Grantee shall mutually approve the location of all pipeline(s), same of which will not be unilaterally withheld. At such time as this Pipeline Right-of-Way is utilized, Grantee shall pay to Grantor as further consideration, One Dollar ($1.00) per foot of Right-of-Way actually installed/laid.

The Grantors, their heirs and assigns, shall use and enjoy said lands except for the purposes herein granted to Grantee, which hereby agrees to pay for any damages to crops and fences arising from the installation, maintenance, operation, replacement, and/or removal of said pipeline. The location of all pipeline(s) shall be by mutual consent same of which shall not be unilaterally denied. Notwithstanding anything to the contrary, it is agreed that Lessee must first have drilled a well on the leased premises or lands pooled therewith, in order to utilize this pipeline right-of-way provision.

______________________________  ____________________________________________________________________
Witness

John A. Fortuna  Norene E. Fortuna

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INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Pennsylvania)

COUNTY OF Allegheny)

On this, the 24th day of August, 2098, before me, the undersigned officer, personally appeared John A. & Norene E. Fortuna h/w, known to me to be the person(s) whose name(s) is/are 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.

[Signature]

My Commission Expires:

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INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ___________________)

COUNTY OF ___________________)

On this, the ______ day of ________________, 20___, before me, the undersigned officer, personally appeared ________________________________, known to me 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.

______________________________

My Commission Expires:

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