SELLER'S PROPERTY DISCLOSURE STATEMENT

This disclosure statement refers to the property located at:			
ADDRESS 5709 MISCEVY ROAC	<u>المحمد المحمد </u>		THE AND DOC THE
ADDRESS 5709 MISCEVY ROAD CITY FACTORYVILLE S	TATE_PA	ZIP	7419
NOTICE TO BUYER AND SELLER: This disclosure statement materials or adverse facts relating to the physical condition of the beanswered completely. If answers are affirmative, please provisection (page 3).	ne property that are r	not readily observ	able. All questions must
	YES	NO	DON'T KNOW
1. Does seller currently occupy property?	-31	×	Annie de la company de la comp
2. If not, when did seller last occupy property?	8/2/202	.0	
3. Is any part of the property leased?	**************************************		***************************************
4. Does anyone claim an easement on or a right to use all or some of the property?	X		**************************************
5. Does property rest on a landfill?	Migraphones - deliver.	X	
6. Is the property in a designated flood plain?		X	active constructive label Combine
7. Is the property in a designated fire danger zone?	water the state of	***************************************	
8. Is the property in a designated earthquake danger zone?			
9. Are you aware of any settling/earth movement?	*****	×	
10. Are you aware of any encroachments, boundary line disputes, or unrecorded easements?	And complete to the state of th	×	annual transmission of the latest and the latest an
11. How old is the structure?	71200	1EARS	
12. Are you aware of any problems, past or present, with roof, gutters, or downspouts?	Annual Control of the	×	
13. Are you aware of any past or present damage caused by infiltrating pests, termites, dry rot, or other wood-boring insects?			discontinguista was a second
14. Is your property currently under warranty by a licensed pest control company?	······································		********
15. Are you aware of any past or present movement or other structural problems with floors, walls, or foundations?	X	*******************************	
16. Has there been fire, wind, or flood damage that required repair?	THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAM		
17. Has there ever been water leakage or dampness within basement or crawl space?	X		

18. Have there been any additions, structural		
changes, or alterations to the property?		E
19. Was work done with the necessary permits and		Service 1
approvals in compliance with building codes and zoning regulations?	- N/A	M. Compact
20. Is drinking water source public or private?	PRIVATE WELL	
21. Is sewer system public or private?	PRIVATE	
22. Are you aware of any past or present leaks, backups, etc. relating to water and/or sewer?	No	
23. Is there polybutylene plumbing (other than the primary service line) on the property?		New March of Consequences and
24. Are you aware of any toxic substances on the property?		
25. Has the property been tested for radon?		
26. Are there or have there ever been fuel storage tanks below ground on the property?		X
27. Is property subject to covenants and restrictions?		i Albania of correction
28. Is there a mandatory association fee?		****
29. If so, how much monthly/yearly?	<u>\$</u>	arrend.
30. Is there an initiation fee?	×	***************************************
31. Are special assessments approved by the association?		
32. Has the property ever been the subject of litigation?		PART Marriagne Control line
33. Do you know of any violations of local, state, or federal laws, codes, or regulations with respect to the property?		
34. Are any equipment/appliances/systems included in sale of property in need of repair or replacement?		X
35. Does the property contain asbestos?		X
36. Does the property contain lead paint?		X
41. Additional explanations or disclosures (please attach addit	ional sheets if necessary):	



Document Number: 2015-3431

This Deed,

3, 63

Made the _____day of June the year of our Lord two thousand and fifteen (2015)

Between

KATHRYN M. SZAJKOWSKI, now by marriage KATHRYN M. SUPINSKI, married; PETER POLINSKY, unmarried; and CHRISTINE M. KINGSLEY, married, hereinafter referred to as

-Grantors-

and

KATHRYN M. SUPINSKI, married; PETER POLINSKY, unmarried; and CHRISTINE M. KINGSLEY, married, as Tenants in Common, hereinafter referred to as

-Grantees-

Witnesseth, that in consideration of ONE and 00/100 (\$1.00) Dollar in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey to the said Grantees, their heirs and assigns,

ALL those certain pieces, parcels and lots of land situate and being in the Township of Overfield, County of Wyoming and Commonwealth of Pennsylvania, bounded and described as follows:

FIRST PIECE: Beginning at a stake and stones formerly a corner between lands of Lafayette Sherwood and A.S. Cullom but now being a corner in a new line established between Sherwood and Cullom; thence South thirty-two and one-fourth (32 ¼) degrees West forty-three and six-tenths (43.6) rods to a corner in center of public road; thence North thirty-one (31) degrees West twenty-eight and eight-tenths (28.8) rods to a corner in said Cullom land; thence along said Cullom line North seventy-two and one-half (72 ½) degrees East forty (40) perches to the place of beginning.

SECOND PIECE: Beginning at a corner of above described premises nearly South from the house on warrant line in highway; thence along warrant line North sixty-two and one-

half (62 ½) degrees West thirty-six and one-half (36 ½) perches; thence North twenty-eight and one-half (28 ½) degrees East one hundred fourteen (114) perches along line of Irving Davis; thence North five (5) degrees West sixty-seven (67) perches to a corner; thence South fifty-two and one-half (52 ½) degrees East ninety-six (96) perches along lands of D. F. Hollopeter; thence along line of Hiram Warden South five (5) degrees East fourteen (14) perches; thence along line formerly of Matthew Sherwood South seventeen and three-fourths (17 ¾) degrees West sixty (60) perches; thence South forty-three and one-half (43 ½) degrees West fifty-five (55) perches; thence South seventy and one-half (70 ½) degrees West forty (40) perches to the place of beginning. Containing seventy (70) acres and eighty-seven (87) perches, excepting and reserving however a lot containing four (4) acres and one hundred forty-one (141) perches more fully described in Deed of A.S. Cullom to Lafayette Sherwood in Deed Book 39, page 673.

BEING the same premises conveyed to Kathryn M. Szajkowski, Peter Polinsky, and Christine M. Kingsley, by Dolores Polinsky, widow, by Deed dated September 25, 2005 and recorded September 30, 2005 in Wyoming County Record Book 531 at Page 595.

ALSO BEING the same premises quitclaimed and released to Kathryn M. Szajkowski, Peter Polinsky, and Christine M. Kingsley by Dolores Polinsky, widow, by Quitclaim Deed dated September 30, 2010 and recorded October 5, 2010 to Wyoming County Instrument No. 2010-9640.

UNDER AND SUBJECT to the ultimate width of right-of-way of any public highways, roads, or street, all public utility rights-of-way whether or not of record, as well as to any and all easements or rights-of-way visible upon the said premises hereby conveyed or affecting the same as a matter of record.

So far as the Grantors are aware, no hazardous waste is presently being disposed of or has ever been disposed of on the above described property by the Grantors or any other party.

Kathryn M. Szajkowski and Kathryn M. Supinski are one in the same person. The name change is a result of a marriage.

This is a conveyance from Grantors to themselves and is therefore exempt from Pennsylvania Realty Transfer Tax.

Scrivener hereof has not searched nor certified title.

AND the said Grantors WILL WARRANT SPECIALLY the property hereby conveyed.

Document Number: 2015-3431

In Witness Whereof, the Grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered,

in the presence of Melican Halford Jegund Ha	KATHRYN M. SZAJKOWSKI (now by marriage KATHRYN M. SUPINS Kathun M. SuPinski KATHRYNM. SUPINSKI (Seal)	KI)
fichen Typson	PETER POLINSKY (Seal)	
	CHRISTINE M. KINGSLEY	

In Witness Whereof, the Grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered,	
in the presence of	
	(Seal)
	KATHRYN M. SZAJKOWSKI (now by marriage KATHRYN M. SUPINSKI)
	KATHRYN M. SUPINSKI
	PETER POLINSKY (Seal)
Tomishia Brook (Notarea)	CHRISTINE M. KINGSLEY (Seal)

Commonwealth of Pennsylvania

:55

County of Wyoming

On this, the ______day of June A. D. 2015, before me, A Notary Public, the undersigned officer personally appeared, <u>KATHRYN M. SZAJKOWSKI</u>, now by marriage <u>KATHRYN M. SUPINSKI</u>, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

MMI Holes or

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
JAMI L HEARN
Notary Public
TUNKHANNOCK BORO, WYOMING COUNTY
My Commission Expires Jun 15, 2018

Notary runin

Title Officer

Commonwealth of Pennsylvania

:SS

County of Wyoming

On this, the _____day of June A. D. 2015, before me, A Notary Public, the undersigned officer personally appeared, <u>PETER POLINSKY</u>, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
JAMI L HEARN
NOTARY Public
TUNKHANNOCK BORO, WYOMING COUNTY
My Commission Expires Jun 15, 2018

Title Officer

Document Number: 2015-3431 RECORDED WYOMING COUNTY, PA

Page 7 of 7

State of South Carolina

:55

County of Joch

On this, the ______day of June A. D. 2015, before me, A Notary Public, the undersigned officer personally appeared, <u>CHRISTINE M. KINGSLEY</u> known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

SHIA TARY PLO SOLVA CAROLINI

Tamishia 5 Knox (Notara)

Title Officer

I Hereby Certify, that the precise residence of the Grantees is:

5709 Mislevy Road

Factoryville, PA 18419

Anorney for the Grantee

2006 JAN 30 PH 12: 09

Sally A. Steele, Esquire 70 Hollowcrest Road Tunkhannock, PA 18657

This Deed,

Made the Way of January in the year of our Lord two thousand and six (2006)

Between DELORES POLINSKY a/k/a DOLORES POLINSKY, widow, of Overfield Township, Wyoming County, Pennsylvania;

-GRANTOR(S)-

AND

KATHRYN M. SZAJKOWSKI, married, PETER POLINSKY, unmarried, and CHRISTINE M. KINGSLEY, married;

-GRANTEE(S)-

Witnesseth, that in consideration of One (\$1.00) Dollar, in hand paid, the receipt whereof is hereby acknowledged; the Grantor does hereby grant and convey to the said Grantees, their Heirs and Assigns,

All that certain piece, parcel and lot of land situate and being in the Township of Overfield, County of Wyoming and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING in the center of highway leading from Lithia Valley to Lake Winola, said corner being common corner between lands herein conveyed and lands of Mike Connor; thence by and along Mike Connor in a northerly direction 879 feet more or less to other lands of Peter Polinsky et ux; thence by and along Peter Polinsky et ux 339 feet more or less in a westerly direction to a corner in a stone wall; thence by and along the stone wall in a southerly direction 879 feet more or less to a corner in public road aforesaid; thence by and along said public road in an easterly direction 339 feet more or less to the place of beginning.

BEING the same lands conveyed to Peter Polinsky and Delores Polinsky, his wife, by deed of Lyle V. Brach and Barbara Brace, his wife, dated November 19, 1964, and recorded in Wyoming County Deed Book 157, page 305. The said Peter Polinsky died on March 16, 1990, thereby vesting full right, title and interest, in and to the above-described property in his wife, Dolores Polinsky, by operation of law.

The scrivener of this deed has not searched or certified title.

This is a conveyance from parent to children and is therefore exempt from any real estate transfer tax.

And the said Grantor Will Warrant Generally the property hereby conveyed

In Witness Whereof, the Grantor has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of Delores Polinsky a/k/a Dolores Polinsky (Seal)

(Seal)

Commonwealth of Pennsylvania

: SS;

County of Wyoming

On this, the 26 day of January, A. D. 2006, before me, A Notary Public, the undersigned officer, personally appeared Delores Polinsky a/k/a Dolores Polinsky, widow, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA Notarial Seal Tina L. Eyet, Notary Public

Tunkhannock Twp., Wyoming County My Commission Expires Apr. 5, 2009

Member, Pennsylvania Association of Notaries

Title of Officer

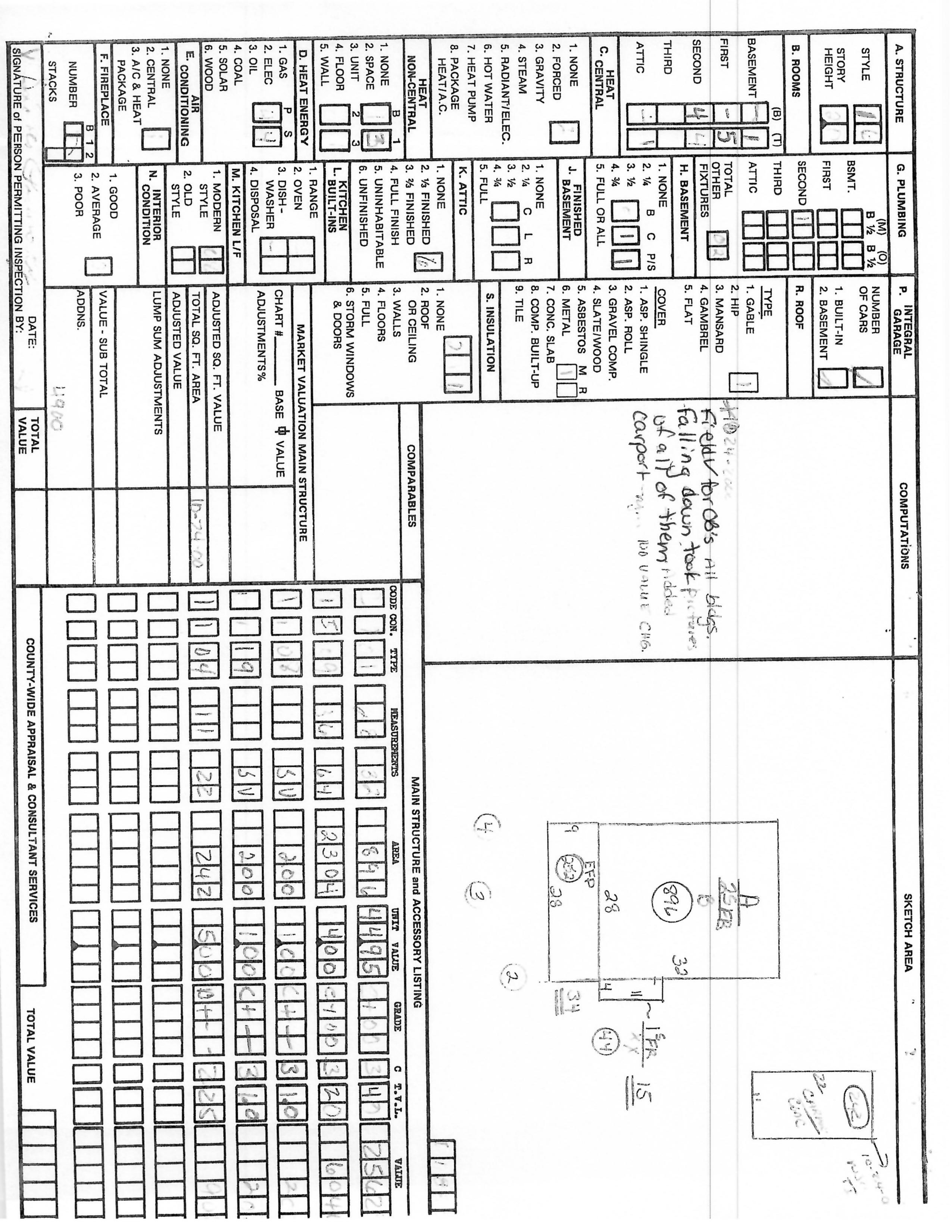
I Hereby Certify, that the precise residence of the Grantees

RR # 1, Box 1074, Factoryville, PA 18419

Sally A Steele, Esquire

Attorney for Grantor

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Document Number: 2016-1545



Record and Return to:
Universal Field Services, Inc. in service to
Transcontinental Gas Pipe Line Company, LLC
300 Laird Ave., Suite 200
Wilkes-Barre, PA 18702

TGPL FORM

Prepared by: Megan Schneider

Line #: CPL North

R/W #: PA-WY-115.000

Tax #: 21-056.0-066-00-00

Municipality: Overfield

County: Wyoming

State: Pennsylvania

OPTION AND EASEMENT AGREEMENT Right of Way

COMMONWEALTH OF PENNSYLVANIA

§

COUNTY OF WYOMING

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Kathryn M. Szajkowski, now by marriage Kathryn M. Supinski, married; Peter Polinsky, unmarried; and Christine M. Kingsley, married (hereinafter called "Grantor"), whether one or more), for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant unto TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, whose address is 2800 Post Oak Boulevard, Houston, TX 77056-6106, its successors and assigns, (hereinafter called "Grantee"), an irrevocable option to purchase a perpetual easement and right-of-way (the "Easement") on, over and across the Property (hereinafter defined), which is owned by Grantor, as shown on the attached drawing(s) marked Exhibit A (the "Easement Area") for the purposes of laying, constructing, maintaining, operating, repairing, altering, replacing, changing the size of, and removing a pipeline (with valves, markers, regulators, meters, fittings, appliances, headers, fences, tieovers, and appurtenant facilities) for the purpose of transportation of natural gas through a pipeline under, upon, over, through, and across the lands of Grantor, situated in the County of Wyoming, Commonwealth of Pennsylvania described as follows (the "Property"):

Parcel ID # 21-056.0-066-00-00-00 described in a deed dated 9/30/2010 and recorded in the Office of the Recorder of Deeds of Wyoming County on 10/5/2010 in Instrument 2010-9640.

Grantor and Grantee further agree as follows:

- Exercise of Option: Grantee shall exercise the option granted in this Agreement by giving written notice to Grantor, along with payment of the Purchase Price which is set forth in the unrecorded Purchase and Construction Agreement ("PCA") dated October 5, 2015 (the "Purchase Price") less the amount of the Option Payment which shall be credited towards the Purchase Price, at any time on or before October 4, 2017. The Option Payment is the amount set forth in the PCA paid by Grantee to Grantor. If Grantee does not exercise the Option as stated in the preceding sentence then Grantor may retain the Option Payment. Upon exercise of the Option the Easement shall be effective, valid and enforceable without further action; however if requested by Grantee then Grantor shall execute any documents for the purpose of acknowledging the rights of the Grantee under this Agreement. It is understood and agreed by Grantor and Grantee that if the route, location or both of the Easement Area varies from the Easement Area shown on Exhibit A at the time of the exercise of the Option by Grantee, then Grantee and Grantor shall record a supplemental document showing the revised location of the Easement Area. The final location of the Easement Area shall be subject to approval by the Grantor and approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Easement Area shall notvary more than twenty (20) feet in any direction from the location of the route/location shown on Exhibit A attached hereto.
- 2. <u>Right of Entry</u>: For the period commencing with the date of this Agreement through the date of exercise of the Option, Grantee shall have the right to enter the Easement Area, with access across the Easement Area as necessary, at reasonable times upon advance notice to Grantor for the purposes of conducting such physical, environmental and other inspections as Grantee deems appropriate.
- 3. <u>Access Easement:</u> Grantor further shall, upon exercise of the Option, grant and convey to Grantee a non-exclusive easement and right-of-way in, to, under and over that portion of the Property substantially as shown and described on <u>Exhibit A</u> During the construction of the pipeline, Grantee shall only be permitted to use the Easement Area, Temporary Workspace and Additional Temporary Workspace, if any. Grantee shall not enter upon any other portion of Grantor's property. Upon completion of the construction of the pipeline Grantee shall only be entitled to enter upon the Easement Area.
- 4. <u>Payment for Damages Included</u>: Grantor acknowledges that part of the consideration herein paid includes payment in full for any damages caused, or to be caused, by the construction of the pipeline, facilities or improvements hereunder.
- 5. Other Necessary Rights Granted: Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment and use of the rights herein granted, including, but without limiting the same to, the free and full right of ingress and egress over and across the Easement Area and the right, from time to time as Grantee may find convenient, to cut or remove all trees, undergrowth and other obstructions from and within the Easement Area.
- 6. Restrictions on Grantor: Grantor will not build any permanent structures on the Easement Area or any part thereof, will not excavate or change the grade of the Easement Area, or any part thereof, will not plant trees on the Easement Area, or any part thereof, or use

the Easement Area or any part thereof in such a way as to interfere with Grantee's immediate and unimpeded access to the Easement Area, or otherwise interfere with Grantee's lawful exercise of any of the rights herein granted without first having obtained Grantee's approval in writing; and Grantor will not permit others to do any of said acts without first having obtained Grantee's approval in writing. No forbearance by Grantee to cut and remove any trees, undergrowth or other obstructions from the Easement Area or to exercise any other right provided by Grantee hereunder for any period of time shall constitute a waiver of such right or limit Grantee's ability to exercise such right as it may find convenient.

- 7. Pipe Depth: The Grantee agrees to bury the pipeline so that it will not interfere with the cultivation of crops (not trees) on the land, and also to pay for any actual physical damages to fences, growing crops and timber which may arise from laying, constructing, altering, repairing, removing, changing the size of and replacing such pipeline. The term "timber" is defined as trees or the wood grown for commercial sale.
- 8. <u>Cooperation of Grantor:</u> Grantor agrees to cooperate with Grantee in obtaining, at Grantee's expense, all licenses and permits required for Grantee's use of the Easement.
- 9. <u>Assignment, Etc.</u>: Grantee shall have the right to assign, mortgage, lease, license, partition, and grant a security interest in this grant, any facilities and improvements constructed on the Easement Area and any of the rights of the Grantee herein, in whole or in part.
- 10. <u>Restriction on Certain Transfers by Grantor:</u> Grantor shall not transfer, pledge, convey or create a security interest or lien upon the Property or the Easement Area which in any way is superior to or that jeopardizes in any manner or respect Grantee's rights, title or interests under this Agreement.
- 11. Environmental Condition: Grantor represents that: Grantor has not permitted or engaged in the use of, and has no knowledge of, any substance, chemical or waste (collectively "Substance") located on, under or about the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation; no underground storage tanks for petroleum or any other Substance, or underground piping or conduits, are or have previously been located on the Property; and no asbestos-containing insulation or products containing PCB or other Substances have been placed anywhere on the Property by Grantor or, to Grantor's knowledge, by any prior owner or user of the Property. Grantor and Grantee shall each defend, indemnify, protect and hold the other party harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of any Substance on, under or about the Property caused by the acts, omissions or negligence of the indemnifying party and their respective agents, contractors and employees. The foregoing indemnity shall survive any expiration or termination of this Agreement.
- 12. <u>Grantor's General Representations:</u> Grantor hereby covenants and, as of the date hereof, represents and warrants to Grantee that:

- (a) Grantor is the legal owner of indefeasible and marketable title to the Property with the right, power and authority to enter into this Agreement and to grant the Easement to Grantee, and any consents and authorizations required in connection with the execution and delivery of this Agreement have been obtained.
- (b) No party has any option or preferential right to purchase the Property or any part of the Property.
- (c) The execution, delivery and performance by Grantor of the this Agreement does not and will not violate or conflict with any provision of Grantor's organizational documents (if Grantor is an organization) or of any agreement to which Grantor is a party or by which Grantor is bound, nor violate or conflict with any law, rule, regulation, judgment, order or decree to which Grantor is subject.
- (d) There is no pending or threatened action, suit or proceeding that, if determined against Grantor, would adversely affect Grantor's ability to enter into this Agreement or to perform its obligations under this Agreement.
- (e) Grantor will comply with all governmental laws, rules and regulations applicable to the Property.
- 13. Grantee Indemnity: Grantee covenants and agrees that it will defend and save harmless Grantor from any claims or suits which may be asserted against Grantor arising out of any negligent acts of Grantee, its agents or employees in its exercise of the rights herein granted..
- 14. <u>Notices:</u> Any notices required or permitted to be given under this Agreement shall be given in writing and shall be delivered (a) in person or (b) by a commercial overnight courier that guarantees next day delivery and provides a receipt and such notices, addressed as follows:

If to Grantor:

Kathryn M. Supinski 1223 Fairview Rd Clark Summit, PA 18411

Peter Polinsky 5709 Mislevy Road Factoryville, PA 18419

Christine M. Kingsley 16601 Jefferson Place Fort Mills, SC 29708 With a required copy to:

Richard L. Huffsmith 28 East Tioga Street Tunkhannock, PA 18657

If to Grantee:

Transcontinental Gas Pipe Line Company, LLC 2800 Post Oak Boulevard Houston, TX 77056-6106 Attn: Land Supervisors

With a required copy to:

Elizabeth U. Witmer Esq, Saul Ewing LLP 1200 Liberty Ridge Drive Suite 200 Wayne, PA 19087 Facsimile No.: (610) 251-5062

or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon receipt (or refusal by the intended recipient to accept delivery); provided, however, that notice to Grantor must only be given to the owner of that portion of the Property which includes within its boundaries the Easement and if an address is not provided to Grantee then to the address shown on County tax records. Any notice which is received on a Saturday, Sunday or a legal holiday, or after 5:00 p.m. prevailing local time at the place of receipt, shall be deemed received on the next business day.

- Agreement shall run with the land and shall bind and inure to the benefit of the Grantor and Grantee and their respective successors, heirs and assigns.
- hereto and the unrecorded Purchase and Construction Agreement and all Exhibits attached hereto and the unrecorded Purchase and Construction Agreement constitute the entire agreement and understanding of Grantor and Grantee with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or verbal statements or agreements; (b) any amendments to this Agreement must be in writing and executed by both parties; (c) this Agreement is governed by the laws of the Commonwealth of Pennsylvania; (d) if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provision shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of Grantor and Grantee as expressed herein; (e) the paragraph headings of this Agreement have been inserted for convenience of reference only, and shall in no way modify or

restrict the terms of this Agreement; (f) Grantor acknowledges that Grantee has not provided any legal or tax advice to Grantor in connection with the execution of this instrument; and (g) this Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument

TO HAVE AND TO HOLD the Easement unto Grantee, its successors and assigns, and Grantor hereby binds Grantor and Grantor's heirs, executors, successors, administrators and assigns to warrant and forever defend all and singular the Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of this day of October, 2015, intending to be legally bound.

GRANTOR

Kathryn-M. Supinski

Peter Polinsky

Christine M. Kingsley

GRANTEE

TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC

By:

Name:

Title:

Aaron M. Blair

Senior Land Representative

Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict the terms of this Agreement; (f) Grantor acknowledges that Grantee has not provided any legal or tax advice to Grantor in connection with the execution of this instrument; and (g) this Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument

TO HAVE AND TO HOLD the Easement unto Grantee, its successors and assigns, and Grantor hereby binds Grantor and Grantor's heirs, executors, successors, administrators and assigns to warrant and forever defend all and singular the Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of this day of October, 2015, intending to be legally bound.

GRANTOR	
Kathryn M. Supinski	**************************************
Peter Polinsky	
Christine M. Kingsley Christine M. Kingsley	
GRANTEE	
TRANSCONTINENTAL GAS PIPE L COMPANY, LLC	IN

Aaron M. Blair

Senior Land Representative

By:

Name:

Title:

NOTARY ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA

: §

COUNTY OF WYOMING

On this 6 day of October 2015, before me a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Kathryn M. Supinski, known to me (or satisfactorily proven) to be the person(s) whose name(s) is(are) subscribed to the within instrument, and acknowledged that he (she/he/they) executed the same for the purpose therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
PHILIP L MCINTYRE
Notary Public
CITY OF BRADFORD, MCKEAN COUNTY
My Commission Expires Jun 29, 2018

Notary Public [SEAL]

My Commission Expires: 6

NOTARY ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA

: §

COUNTY OF WYOMING

On this day of October, 2015, before me a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Peter Polinsky, known to me (or satisfactorily proven) to be the person(s) whose name(s) is(are) subscribed to the within instrument, and acknowledged that he (she/he/they) executed the same for the purpose therein contained.

In Witness Whereof, I hereunto set my hand and official se

[SEAL]

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
PHILIP L MCINTYRE
Notary Public
CITY OF BRADFORD, MCKEAN COUNTY
My Commission Expires Jun 29, 2018

Notary Public

My Commission Expires:

6/29/1

NOTARY ACKNOWLEDGEMENT

STATE OF SOUTH CAROLINA:	
COUNTY OF MECKLENBURG:	
On this 6 hday of October, 2015, before me a Notary Public in and for the State of South Carolina, the undersigned officer, personally appeared Christine M. Kingsle known to me (or satisfactorily proven) to be the person(s) whose name(s) is(are) subscribed the within instrument, and acknowledged that he (she/he/they) executed the same for the purpose therein contained.	Y,
In Witness Whereof, I hereunto set my hand and official seal. Comm. Expires Public	
NOTARY ACKNOWLEDGEMENT	
COMMONWEALTH OF PENNSYLVANIA :	
: §	
COUNTY OF :	
On this day of October, 2015, before me a Notary Public in and for Commonwealth of Pennsylvania, the undersigned officer, personally appearance, who acknowledged him/herself to be a corporation, and that he/she such officer, being authorized to do so, executed the foregoing instrument for the purposition contained by signing the name of the corporation by him/herself as such officer.	the as
In Witness Whereof, I hereunto set my hand and official seal.	
Notary Public My Commission Expires:	

NOTARY ACKNOWLEDGMENT

STATE OF NEW JERSEY:

: §

COUNTY OF MERCER:

On this 2014 day of MAY, 2016, before me a Notary Public in and for the State of New Jersey, the undersigned officer, personally appeared Aaron M. Blair, who acknowledged himself to be the Senior Land Representative of Transcontinental Gas Pipe Line Company, LLC, a limited liability company, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such officer.

In Witness Whereof, I hereunto set my hand and official seal.

Nøtary Public

[SEAL]

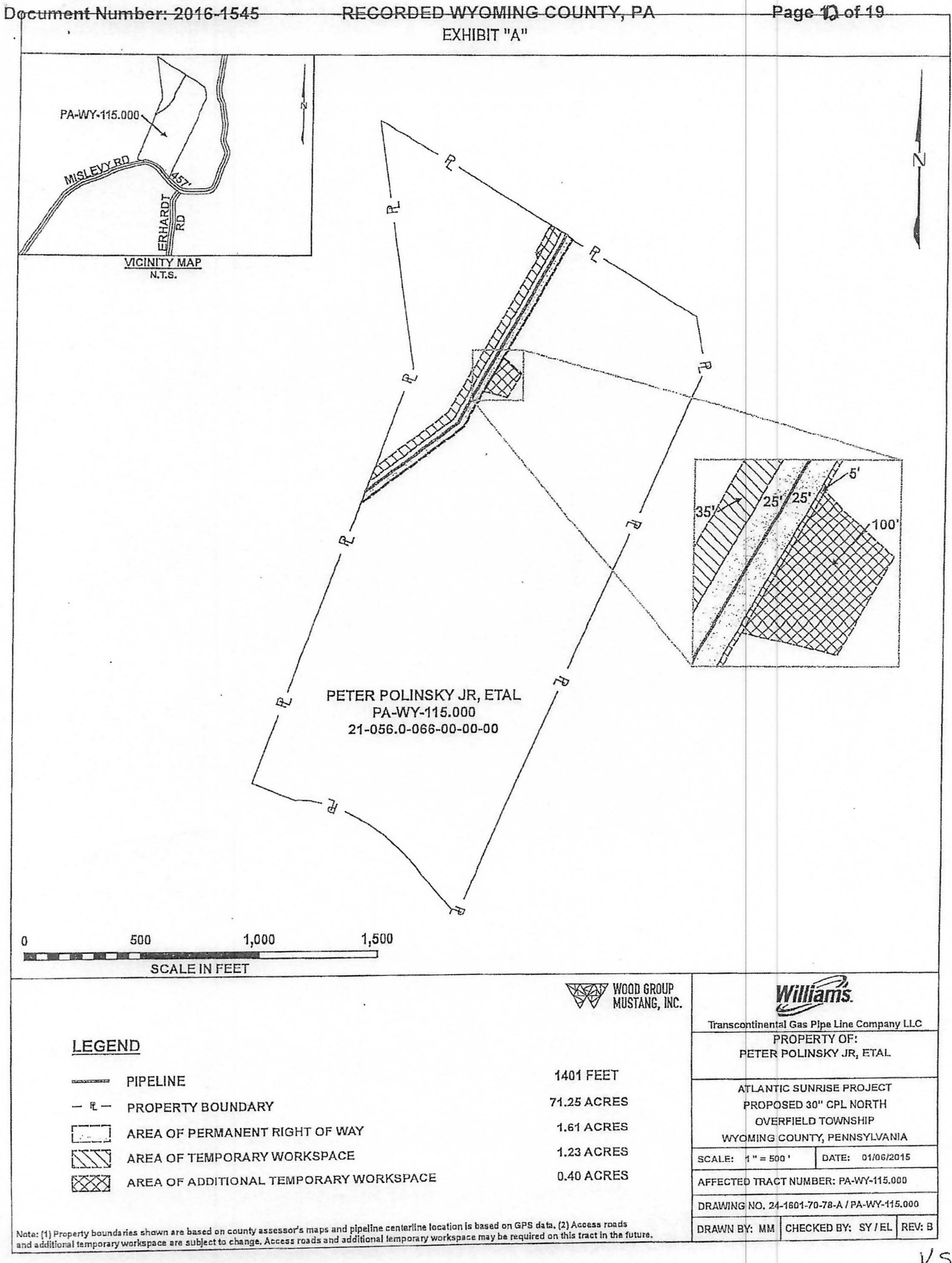
My Commission Expires:

JOANN ANGELINI

Notary Public

State of New Jersey

My Commission Expires Mar 26, 2021



Document Number: 2016-1545

Page 1:3 of 19

Atlantic Sunrise

EXHIBIT "B"

ADDENDUM TO OPTION AND EASEMENT AGREEMENT

This Addendum is attached to and made part of that certain Option and Easement Agreement between Kathryn M. Supinski, Christine M. Kingsley and Peter Polinsky, Grantor and Transcontinental Gas Pipe Line Company, LLC, a Delaware limited liability company, Grantee. To the extent that any of the terms, covenants or conditions contained in this Addendum contradict or conflict with any of the terms, covenants and/or conditions of the attached Agreement, it is expressly understood and agreed by the parties hereto that the terms of this Addendum shall in all instances take precedence over and supersede the attached Agreement and the terms, covenants and conditions contained in the Agreement.

- 1. Exercise of Option: If Grantee fails to, on or before the expiration of the option period, (1) send notice to Grantor of Grantee's exercise of the Option and (2) tender to Grantor payment of the full purchase Price less the amount of the Option Payment, except in the case of default by the Grantor, the Option shall terminate without any further action by Grantor and Grantor may retain the Option Payment as nonrefundable.
- 2. Pipe Requirement: The Pipe used in the construction of the pipeline shall meet or exceed the requirements of the U.S. Pipeline and Hazardous Materials Safety Administration or the U.S. Department of Transportation, whichever is applicable to the Project.
- 3. Pipeline Installation: Grantee shall install only one (1) gas pipeline not to exceed thirty (30) inches in diameter. The pipeline must be located entirely within the Easement Area. The pipeline and all appurtenant facilities including but not limited to wires, lines, valves, cables, regulators, meters, fittings, appliances, tie-downs and all other permitted facilities and appurtenances shall be underground except for pipeline markers, cathodic protection rectifiers and similar structures which may be located above ground at locations approved by Grantor, which approval shall not be unreasonable withheld, conditioned or delayed, but no such approval of Grantor shall be required if the location is required by law, permit or certificate. The entirety of the pipeline and other underground facilities and appurtenances shall be buried at least four (4) feet below the surface of the ground upon completion of installation.

- 4. Use of Utilities: Phone, electric and data collection and transmission lines installed according to the Agreement shall be used exclusively for operation of the pipeline, related facilities and Grantee's business.
- 5. Chemical Use: Grantee may treat the Easement Area with chemical pesticides or other chemical weed control measures only in accordance with manufacturer's recommendation and applicable law.
- 6. Grantor's Use: Grantor may use the surface of the Easement Area, except during Grantee's Construction and restoration activities, provided that such use does not materially interfere with or impair the rights of the Grantee, the safety and integrity of the pipeline and appurtenant facilities, the purpose of this Easement, the requirements or restrictions elsewhere in this Agreement or the requirements or restrictions of applicable law and permits. Without limiting the foregoing, Grantor shall not: plant or install on the Easement Area, give consent to anyone to plant or install on the Easement Area, and Grantee may keep and maintain the Easement Area free and clear of, trees and any manmade improvements or structures unless the consent of Grantee is first given in its discretion; provided, however, that this Agreement does not prohibit Grantor from using the Easement Area for crop production or livestock grazing. No forbearance by Grantee to cut and remove any trees, undergrowth or other obstructions from the Easement Area or to exercise any other right provided by Grantee hereunder for any period of time shall constitute a waiver of such right or limit Grantee's ability to exercise such right as it may find convenient.
- 7. Taxes: If the Easement Area or any other portion of the Grantor's Property experiences the imposition of any new taxes, roll back taxes, recapture of taxes and related interest under the Farmland and Forest Land Assessment Act, or any increase in the amount of the real property assessed as a result of Grantee's activities on the Easement Area then Grantee shall pay or reimburse Grantor such amount when due. Grantee shall also pay, at the time of recordation of this Easement, any realty transfer tax due and owing upon recording this Easement.
- 8. Communications: Grantee shall provide Grantor one or more addresses and telephone numbers for the purpose of reporting any damages or breaches of this Agreement.

- 9. Liability/Indemnity: Grantee shall defend, indemnify and hold harmless Grantor and Grantor's heirs, successors and assigns from any and all claims, losses, liabilities, suits, damages, judgments, regulatory enforcement orders, fines assessments, and liens of whatsoever nature, whether at law or in equity, resulting or arising, directly or indirectly, from operations by or for Grantee under this Agreement, including but not limited to claims for environmental damage, failure of Grantee to comply with applicable law, injury to or death of any person, and loss, damage or destruction of any real or personal property. Grantee's duty to defend, indemnify and hold the Grantor harmless from all claims, losses, liabilities, suits, judgments, regulatory enforcement orders and liens as herein provided shall survive the cancellation, modification, surrender or termination of this Agreement but only as to damages and losses that occurred prior to such cancellation, modification, surrender or termination.
- 10. Insurance: Grantee shall maintain or cause to be maintained insurance required by this Easement, provided, however, that such insurance requirements may be met by a combination of self-insurance, primary and excess insurance policies.
 - (1) Workers Compensation and Employer's Liability Insurance;
 - (2) Commercial General Liability; (\$5,000,000.00 Minimum coverage)
 - (3) Business Auto; (\$1,000,000.00 Minimum coverage)

The Grantee shall cause Certificates of Insurance evidencing the above coverage to be provided promptly upon request to Grantor, or to such other representatives of Grantor as Grantor may from time to time designate. To the extent of Grantee's indemnity obligations contained in this Agreement, the commercial General Liability insurance policies required under this section shall include the Grantor as additional insureds with regard to the Easement Area and shall reflect that the insurer has waived any right of subrogation against the Grantor. Grantee shall increase insurance coverage amounts from time to time as may be commercially reasonable.

- Easement Area or on lands adjacent thereto substances which are defined as "hazardous materials", "toxic substances" or "solid waste" in federal law except those Grantee has been licensed or permitted by applicable public authorities to use on the Easement Area. Should any hazardous material, toxic substances, or solid waste be accidentally released by Grantee (an "event"), Grantee shall notify Grantor immediately after notifying the applicable governmental body of such event. Grantee shall be responsible for the timely pay all costs of clean-up, remediation, and other costs related to and arising from the event, including, but not limited to penalties.
- 12. Liens or Encumbrances: Grantee agrees that it shall not cause any liens or encumbrances of any kind or character to be imposed on or against Grantor's Property, including but not limited to the Easement Area (except for the rights of Grantee therein).
- 13. Consent of Grantor: Whenever the consent of Grantor is required in this Agreement, it means the consent of all Grantors, if more than one.
- 14. Further Assurances: Grantor agrees to execute such other instruments as may be necessary to carry out the purpose of this Agreement provided they do not alter, change or amend the terms of this Agreement.
- 15. Environmental Condition: The representations by Grantor in Section 11 of this Agreement are given "to the best of Grantor's knowledge".
- 16. Attorney's Fees: In the event a party hereto breaches this Agreement and such breach results in litigation the breaching party shall be liable to the non-breaching party for the actual and reasonable legal fees, expert fees, and costs and expenses incurred by the non-breaching party in connection with such proceeding, whether such actual and reasonable fees and costs are incurred before the initiation of any such proceedings, including any appeal therefrom.
- 17. Ingress/Egress: Upon Completion of the construction of the pipeline and restoration of the Easement Area and Temporary Workspace and except in cases of emergency, Grantee's access to the Easement Area will be solely by way of the Easement and Grantee shall not use any

other property of Grantor, including but not limited to the Temporary Workspace, to access the Easement Area without the prior written consent of Grantor.

18. Pipeline Limitation (A): Not more than one (1) pipeline shall be laid under the terms and provisions of this instrument.

GRANTOR

Kathryn M. Supinski

Peter Polinsky

Christine M. Kingsley

GRANTEE:

TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC

By:

Name:

Title:

Aaron M. Blair

Senior Land Representative

17. Ingress/Egress: Upon Completion of the construction of the pipeline and restoration of the Easement Area and Temporary Workspace and except in cases of emergency, Grantee's access to the Easement Area will be solely by way of the Easement and Grantee shall not use any other property of Grantor, including but not limited to the Temporary Workspace, to access the Easement Area without the prior written consent of Grantor.

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OIL	LILY	10	17/

Kathryn M. Supinski

Peter Polinsky

Christine M. Kungaleyle
Christine M. Kingsley

GRANTEE:

TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC

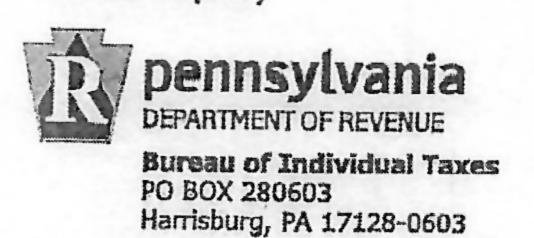
By: Name:

Aaron M. Blair

Title:

Senior Land Representative

REV-183 EX (2-15)



REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORD	ER'S	USE	ONLY
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Book Number			
Page Number			
Date Recorded			

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. If more space is needed, please attach additional sheets. A Statement of Value (SOV) is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. However, it is recommended that a SOV accompany all documents filed for recording.

Kelli Bell - Universal Field Services Mailing Address 300 Laird Street Suite 200 B. TRANSFER DATA	And Antonia and the second second second				1/570)	208-9860
B. TRANSFER DATA			City Wilkes Barre		State	ZIP Code 18702
	PERSONAL PROPERTY AND ADMINISTRAL	UILUIMAN IN AND LANGUAGE AND				
Date of Acceptance of Document 10 / 06 /	2015					
Grantor(s)/Lessor(s) (athryn M. Supinski, Peter Polinsky, Christine M. Kingsley	Teleph	one Number: 378-2495	Grantee(s)/Lessee(s) Transcontinental G	as Pipe Line Co LLC	Telepho	ne Number:
Mailing Address 3709 Mislevy Rd			Mailing Address 2800 Post Oak Blvd			
actoryville	State PA	ZIP Code 18419	City Houston		State	ZIP Code 77056
C. REAL ESTATE LOCATION	1 surpupapa				1	1
Street Address 709 Mislevy Rd			City, Township, Borough Overfield Township			
County Vyoming	10.00	District nannock Area		Tax Parcel Number 21-056.0-066-00-0	00-00	
. VALUATION DATA						
Vas transaction part of an assignment	t or rel	location?	DYMN			
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. County Assessed Value	5. Com	mon Level Ratio	Factor	6. Computed Value =		
. EXEMPTION DATA - Refer to i	nstruc	tions for exe	emption status.			
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☐ Transfer to a trust. (Attach complete ☐ Transfer from a trust. Date of transfer		f trust agreem		*	race the t	iumber)
If trust was amended attach a copy of		***************************************	led trust.			WALL DOWN THE PARTY OF THE PART
☐ Transfer between principal and agent				v/straw party agreem	ent.)	
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Corrective or confirmatory deed. (Att						
☐ Statutory corporate consolidation, me	erger or	division. (Att	ach copy of articles.)			
Other (Please explain exemption clair	ned.)	REF PA	Code 91.193 (b) (29) (i)		
nder penalties of law, I declare that I the best of my knowledge and belief	have	examined th	is statement, includir	ng accompanying in	formati	on, and
gnature of Correspondent or Responsible Party				Date		

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.