

RIGHT OF WAY AND EASEMENT AGREEMENT

STATE OF NEW YORK

COUNTY OF BROOME

KNOW ALL MEN BY THESE PRESENTS:

That, ROBERT DEYO & CATHERINE J. DEYO, F/K/A CATHERINE J. WILMOT, husband and wife, the undersigned parties, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of Ten (\$10.00) Dollars cash in hand paid, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, does hereby grant, bargain, sell, convey and warrant unto LASER MIDSTREAM COMPANY, L.L.C., whose address is 333 Clay St., Suite 4500, Houston, Texas 77002 (hereinafter referred to as "Grantee"), its successors and assigns, a right of way and easement to survey, construct, lay, reconstruct, maintain, operate, inspect, renew, repair, remove, replace, change the size of and upgrade, two (2) pipelines for the purpose of transporting oil, gas, petroleum products or any other liquids, gases or substances including water which can be transported by pipeline, and all related above and below ground appurtenances including, but not limited to, vents, markers, fittings, tie-overs, cathodic protection, connecting valves and related piping (collectively the "Pipeline(s)"), and the Grantee shall have the right to select, change, or alter the route of the Pipeline(s) before construction in, on, over, under, across, upon and through lands which the undersigned owns or in which the undersigned has an interest situated in Town of Windsor, County of Broome, State of New York, to wit:

Tax Map No. 143.04-1-37, more particularly described in that certain deed in Book of Deeds Volume 1397 at Page 0659 in the Office of the Broome County Clerk, attached hereto and made a part hereof as EXHIBIT A.

The Pipeline(s) herein described shall be constructed within that certain easement depicted on EXHIBIT B attached hereto and made a part hereof for all purposes.

Except for the purposes and during the periods set forth below, the right of way and easement herein granted shall have a permanent width of forty (40) feet with the approximate location of the centerline of said permanent right of way and easement being shown and identified as "Center Line of Survey" on the drawing attached hereto and made a part hereof. During and for construction operations Grantee shall have the right to use an additional twenty (20) feet in width for a total working right of way of sixty (60) feet in width with the additional twenty (20) feet in width beyond the limits of the permanent right of way and easement herein granted being apportioned on either side of said permanent right of way and easement herein granted in such manner as Grantee may desire. The side line boundaries of said forty (40) foot wide permanent right of way and easement and said sixty (60) foot wide total working right of way shall be extended or shortened as the case may be to meet at angle points and to meet all of Grantor's boundary lines. In addition, adjacent to and across any and all highways, roads, streets, railroads, canals, streams or other waterways and pipelines or where the bearing of the right of way changes, whatever width is needed by Grantee for the construction and laying of the Pipeline(s) and appurtenant facilities can be used. Further, Grantee may temporarily use additional workspace as needed for the maintenance, repair and removal of the said Pipeline(s) and appurtenances.

This grant of right of way and easement shall and does include the right of access to said pipeline and appurtenant facilities and the right of ingress and egress on, over, across and through the above described land and adjacent land owned by Grantor for any and all purposes necessary and incident to the exercise by Grantee of the rights granted hereunder.

Grantor shall have the right to use and enjoy the above described land, except as same may be necessary for the purposes herein granted to the said Grantee. Grantor agrees not to build, create or construct any building, obstruction of any kind, or other permanent improvements or structures on or over said Pipeline(s) and right of way and easement that will in the judgment of the Grantee interfere with the construction, maintenance or operation of any Pipeline(s) or appurtenances constructed hereunder, nor permit the same to be done by others. Grantee shall have the right at any time and from time to time to trim, cut, clear, clean, destroy and remove any and all trees, timber, bushes and undergrowth from the right of way and easement herein granted and to clear, clean, destroy and remove any and all other obstructions from the right of way and easement herein granted and Grantee shall not be liable or responsible for any damages caused thereby.

Laser Midstream Company, L.L.C.
Susquehanna Gathering System
At 9/24/09

Tact # NY-BR-033,000

EXHIBIT G-2.8

Grantee agrees to indemnify and hold Grantor harmless from and against any and all liability or responsibility for injury to (including death of) persons or damage to property of Grantors or third persons of any kind arising out of or in connection with the operations of Grantee hereunder.

Upon the termination of this right of way easement for any cause, Grantee shall have the right following such termination to remove from the above described land said Pipeline(s) and all the improvements, facilities, materials and equipment placed by it thereon and thereunder, but Grantee at its election and option may leave said pipeline, improvements, facilities, materials and equipment in place.


Grantee, its successors and assigns, are expressly given and granted the right to sell, transfer, assign and mortgage this right of way and easement or any part hereof, or interest herein, and the same shall be divisible among two or more owners or mortgagees as to any right or rights created hereunder.


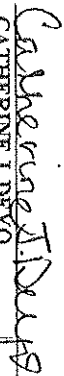
This agreement may be executed in one or more counterparts and shall be binding upon each party executing the original or any counterpart herEOF, regardless of whether all of the parties owning an interest in the land described above join in the execution of this agreement. The failure of any party owning an interest in said land to sign this agreement shall not affect its validity as to those whose signatures appear on the original or any counterpart herEOF.

The consent of Grantee to this agreement is evidenced by its payment to Grantor of the consideration set forth above.

IN TESTIMONY WHEREOF, this instrument is executed by the parties hereto as of the 18th day of December, 2009, said parties INTENDING TO BE LEGALLY BOUND HEREBY signing in the presence of the witnesses whose names appear opposite their respective signatures.

WITNESSES:

 
ROBERT DEYO

 
CATHERINE J. DEYO,
F/K/A CATHERINE J. WILMOT

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)

I hereby certify, that on this day, before me, a Notary Public duly authorized in the state and county aforesaid to take acknowledgments, personally appeared ROBERT DEYO & CATHERINE J. DEYO, F/K/A CATHERINE J. WILMOT, to me known to be the person(s) described in and who executed the foregoing instrument and he/she/they acknowledged before me that, being informed of the contents of the same, he/she/they voluntarily signed and delivered the within and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this _____ day of _____, 2009.

My commission expires _____
Signature / Notary Public _____
Name / Notary Public (printed) _____

ACKNOWLEDGMENT OF SUBSCRIBING WITNESS

STATE OF NEW YORK
COUNTY OF BROOME)

On January 8, 2010 before me, the undersigned, a Notary Public in and for said state, personally appeared Charles L. Benys, subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) at RR 2 Box 134 A1, Montrose, PA 18801, that he/she/they know(s) ROBERT DEYO and CATHERINE J. DEYO, F/K/A CATHERINE J. WILMOT, to be the individual(s) described in and who executed the foregoing instrument; that said witness was present and saw said ROBERT DEYO and CATHERINE J. DEYO, F/K/A CATHERINE J. WILMOT, execute the same; and said witness at the same time subscribed his/her/their name(s) as a witness thereto.

My commission expires 11/30/2013
Signature / Notary Public Patricia M. Madl
Name / Notary Public (printed) Patricia M. Madl

PATRICIA M. MADL
Notary Public, State of New York
Broome County, No. 4913107
My Commission Expires
November 30, 20 13

Grantors Address:
449 Dunbar Road
Windsor, NY 13865
Phone: (607) 235-0280

Grantee's Address:
333 Clay St., Suite 4500
Houston, TX 77002
Phone: 713-633-9500

Document Prepared By: K&L Gates LLP, Henry W. Oliver Building, 535 Smithfield Street, Pittsburgh, PA 15222

** RECORDATION CLERK **

RETURN TO: Laser Midstream Company, L.L.C, 52 Church Street, Montrose, PA 18801

ADDENDUM TO RIGHT OF WAY AND EASEMENT AGREEMENT

The following terms and conditions are incorporated into and form a part of that certain Right of Way and Easement Agreement by and between ROBERT DEYO & CATHERINE J. DEYO, F/K/A CATHERINE J. WILMOT, (GRANTOR) and LASER MIDSTREAM COMPANY, L.L.C. (GRANTEE) dated 18th day of December 2009, attached hereto for all purposes.

Additional Pipeline: Should Grantee install the additional pipeline provided for in the Right of Way and Easement Agreement then Grantee shall pay the then record owner of the property thirty dollars (\$30.00) per rod for installing the additional line.

Ingress & Egress: Ingress and egress to the property shall be limited to the permanent easement strip and temporary working space. Private roads and driveways are not to be used unless permission is obtained from Grantor.