

No. 3089
Ex. 1219-24
Jury 19-74
Jury 19-74

BOOK 219 PAGE 288

74240138

RIGHT OF WAY AGREEMENT
(For Maryland, Pennsylvania and Virginia Only)

I/we, the undersigned, in consideration of One Dollar (\$1.00), and other valuable consideration, hereby grant unto The Potomac Edison Company of Virginia, its successors and assigns, a right of way for the purpose of constructing, operating, inspecting, maintaining and reconstructing an electric line, including all necessary poles, anchors, wires, trenches, conduit, cable and other facilities in, over, under and along the property which I/we own or in which I/we have an interest, situated in Happy Creek

Township or District Warren County, State of Virginia, and acquired by me/us from Ralph H. Rosenberry, 3/14/50, in Deed Book 76, Page 492; May L. Curtis, widow, et al by deed dated the 11st day of October, 19 62, of record in deed book No. 125

Page 241 of the land records of Warren County, State of Virginia together with right of ingress to and egress from said right of way at all times over the lands of grantors; said line to be located on the land of James W. Oden, beginning at a point in the property line boundary of grantors and the Beatty land and extends in a generally easterly direction to the Alice Jennings land on the east including anchor guys on angle poles and cutting and trimming rights up to 20 feet on each side of the center line of said easement. Conductors and anchor guys will be attached to poles owned by the Central Telephone and Telegraph Company and said poles will be used jointly by both Companies

and to permit the attachment or joint occupancy of wires of any Company or persons; and to clear and keep clear by cutting, trimming or any other means any trees under, over and alongside of said line sufficiently for the safe and proper operation and maintenance thereof; said sum being in full payment therefor.

The Company will relocate poles when necessary to conform in future building operations of the grantors, their heirs or assigns; and will pay for all damages to fences, crops, and livestock caused by the operation, maintenance, rebuilding and removal of said line, if notice in writing is given within thirty days after such damages are suffered, otherwise it is understood that such damages are waived.

Witness the following signatures and seals this 24th day of May in the year 1974.

WITNESS:

Halbur L. Rosen
Halbur L. Rosen

James W. Oden (SEAL)
James W. Oden (SEAL)
Betty H. Oden (SEAL)
Betty H. Oden (SEAL)

State of _____

County of _____ to-wit:

I hereby certify that on this _____ day of _____ A. D., 19 _____ before me, a

Notary Public in and for the State and County aforesaid, personally appeared _____

known to me to be the person(s) whose name(s) is/are signed to the written instrument hereto annexed, bearing date the _____ day of _____, 19 _____, and this day acknowledged before me in my said County that he

executed the same for the purposes therein contained.
Given under my hand and seal this _____ day of _____, 19 _____.

My Commission Expires _____

Halbur L. Rosen
Notary Public

State of Virginia

County of Warren to-wit:

I hereby certify that on this 24th day of May A. D., 19 74 before me, a Notary Public in and for the State and County aforesaid, personally appeared _____

James W. Oden and Betty H. Oden, his wife,

known to me to be the person(s) whose name(s) is/are signed to the written instrument hereto annexed, bearing date the _____ day of _____, 19 74, and this day acknowledged before me in my said County that he

executed the same for the purposes therein contained.
Given under my hand and seal this 24th day of May

My Commission Expires

March 2, 1976

Halbur L. Rosen
Notary Public

Tax Paid
Sec 58-54 15
Sec 58-54.1 _____

In the Clerk's Office of the Circuit Court of Warren County, Virginia, 24th day of May, 19 74. This instrument was received and, with the certificate annexed, admitted to record.

Test: Edgar M. Matthews Clerk

FORM 20-710 (5/73)